

JOINT MOTION RECORD VOLUME VII

Court File No. 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN

CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON’S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L’IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER’S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L’HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L’ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L’ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L’ASSOMPTION DE LA SAINTE VIERGE DE L’ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as

MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

JOINT MOTION RECORD
(Certification, Settlement Approval and Approval of Legal Fees)

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other Religious Entity Defendants.

ABBREVIATED INDEX

TAB NO.

DOCUMENT DESCRIPTION

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VOLUME II

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2. Residential Schools Settlement Agreement, dated May 10, 2006

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 - A. Schedule “A” to the Notice of Motion [Amended Statement of Claim]
 - B. Schedule “B” to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - C. Schedule “C” to the Notice of Motion [Draft Order Approving the Settlement]
 - D. Schedule “D” to the Notice of Motion [Draft Order Approving Fees]
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5. Affidavit of the Honourable Frank Iacobucci, Q.C.
6. Affidavit of Chief Larry Phillip Fontaine

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9. Affidavit of Len Marchand

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11. Affidavit of Donald Belcourt
12. Affidavit Nora Bernard

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14.	Affidavit of Bonnie Reid
15.	Affidavit of Doug Keshen
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17.	Affidavit of Todd Hilsee (June 29, 2006)
18.	Affidavit of Todd Hilsee (July 26, 2006)
19.	Affidavit of Kerry Eaton
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23.	Affidavit of Stephen Kendall (Presbyterian Entities)
24.	Affidavit of Sister Bernadette Poirer s.g.m. (Catholic)
25.	Affidavit of Father Jacques Gagné (Catholic)
26.	Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)
27.	Affidavit of Sister Gloria Keylor s.p. (Catholic)
28.	Affidavit of Father Jacques L'Heureux (Catholic)
29.	Affidavit of Father Camille Piche (Catholic)
30.	Affidavit of Father Bernard Pinet (Catholic)
31.	Affidavit of Father Cécil Fortier (Catholic)
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<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
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37.	Affidavit of Sister Pearl Goudreau (Catholic)
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TAB NO.

DOCUMENT DESCRIPTION

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 - A. Schedule "A" to the Agreement in Principle, dated November 20, 2005 [List of Catholic Entities]
 - B. Schedule "B" to the Agreement in Principle, dated November 20, 2005 [Independent Assessment Process (IAP) for Continuing Indian Residential Schools Abuse Claims]
 - C. Schedule "C" to the Agreement in Principle, dated November 20, 2005 [List of Residential Schools]
 - D. Schedule "D" to the Agreement in Principle, dated November 20, 2005 [List of Additional Residential Schools]
 - E. Schedule "E" to the Agreement in Principle, dated November 20, 2005 [Truth and Reconciliation Principles]
 - F. Schedule "F" to the Agreement in Principle, dated November 20, 2005 [Inuit and Inuvialuit Schools to be Researched]
 - G. Schedule "G" to the Agreement in Principle, dated November 20, 2005 [AIP Implementation]
 - H. Schedule "H" to the Agreement in Principle, dated November 20, 2005 [Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada, July 2005]
2. **Residential Schools Settlement Agreement, dated May 10, 2006**
 - A. Schedule "A" to Residential Schools Settlement Agreement, dated May 10, 2006 [Application for Common Experiences Payment for Former Students Who Resided at Indian Residential Schools]
 - B. Schedule "B" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
 - C. Schedule "C" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Corporate Catholic Defendants]

<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
D.	Schedule "D" to Residential Schools Settlement Agreement, dated May 10, 2006 [Independent Assessment Process (IAP) for Continuing Indian Residential School Abuse Claims]
E.	Schedule "E" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Residential Schools]
F.	Schedule "F" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Additional Residential Schools]
G.	Schedule "G" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
H.	Schedule "H" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Other Catholic Entities]
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J.	Schedule "J" to Residential Schools Settlement Agreement, dated May 10, 2006 [Commemoration Policy Directive]
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L.	Schedule "L" to Residential Schools Settlement Agreement, dated May 10, 2006 [Common Experience Payment Process Flowchart and Memorandum]
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TAB NO.

DOCUMENT DESCRIPTION

- A. Schedule A to Schedule O-1 Second Amending Agreement [The Presbyterian Fund for Healing and Reconciliation]
- B. Schedule B to Schedule O-1 Second Amending Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
2. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-2 Amending Agreement]
 - A. Schedule A to Schedule O-2 Second Amending Agreement [The Anglican Entities]
 - B. Schedule B to Schedule O-2 Second Amending Agreement [The Anglican Fund for Healing and Reconciliation ("AFHR")]
 - C. Schedule C to Schedule O-2 Second Amending Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
 - D. Schedule D to Schedule O-2 Second Amending Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]
 - E. Schedule E to Schedule O-2 Second Amending Agreement [Sections of IRSSA Incorporated by Reference]
 - F. Schedule F to Schedule O-2 Second Amending Agreement [Notice Information for Anglican Entities]
3. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-3 Settlement Agreement]
 - A. Schedule A to Schedule O-3 Settlement Agreement [List of the Catholic Entities]
 - B. Schedule B to Schedule O-3 Settlement Agreement [The Catholic Healing, reconciliation and Service Evaluation Committee]
 - C. Schedule C to Schedule O-3 Settlement Agreement [Conditions Under Which Payments are Made from the Corporation to the Aboriginal Healing Foundation]
 - D. Schedule D to Schedule O-3 Settlement Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
 - E. Schedule E to Schedule O-3 Settlement Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]

<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
	F. Schedule F to Schedule O-3 Settlement Agreement [Sections of IRSSA Incorporated by Reference]
	G. Schedule G to Schedule O-3 Settlement Agreement [Names and Addresses of the Catholic Entities for Giving Notice]
4.	Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-4 Settlement Agreement]
	A. Schedule A to Schedule O-4 Settlement Agreement [Indian Residential Schools Related to the United Church]
	B. Schedule B to Schedule O-4 Settlement Agreement [Healing and Reconciliation and In-Kind Services Criteria]
	C. Schedule C to Schedule O-4 Settlement Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
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R.	Schedule "R" to Residential Schools Settlement Agreement, dated May 10, 2006 [July 2005 Open Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada]
S.	Schedule "S" to Residential Schools Settlement Agreement, dated May 10, 2006 [National Certification Committee Members]
T.	Schedule "T" to Residential Schools Settlement Agreement, dated May 10, 2006 [ADR Pilot Projects]
U.	Schedule "U" to Residential Schools Settlement Agreement, dated May 10, 2006 [IAP Working Group Members]
V.	Schedule "V" to Residential Schools Settlement Agreement, dated May 10, 2006 [Agreement Between the Government of Canada and the Merchant Law Group Respecting the Verification of Legal Fees]

VOLUME III

3. **Notice of Motion for Settlement Approval, returnable August 29-31, 2006**
 - E. Schedule “A” to the Notice of Motion [Amended Statement of Claim]
 - F. Schedule “B” to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - G. Schedule “C” to the Notice of Motion [Draft Order Approving the Settlement]
 - H. Schedule “D” to the Notice of Motion [Draft Order Approving Fees]
4. **Affidavit of Jonathan Ptak**
5. **Affidavit of the Honourable Frank Iacobucci, Q.C.**
 - A. Exhibit “A” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Political Agreement]
 - B. Exhibit “B” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated June 1, 2005]
 - C. Exhibit “C” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 4, 2005]
 - D. Exhibit “D” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 15, 2005]
 - E. Exhibit “E” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Chart describing meetings and telephone conversations]
 - F. Exhibit “F” to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Agreement in Principle]
6. **Affidavit of Chief Larry Phillip Fontaine**
 - A. Exhibit “A” to the Affidavit of Chief Larry Phillip Fontaine [Chapter 10, *Report of the Royal Commission on Aboriginal Peoples*]

- B. Exhibit “B” to the Affidavit of Chief Larry Phillip Fontaine [Statement of Reconciliation]
- C. Exhibit “C” to the Affidavit of Chief Larry Phillip Fontaine [*Guiding Principles for Working Together to Build Restoration and Reconciliation*]
- D. Exhibit “D” to the Affidavit of Chief Larry Phillip Fontaine [*The Assembly of First Nations Report on Canada’s Dispute Resolution Plan to Compensate for Abuses in Indian Residential Schools*]
- E. Exhibit “E” to the Affidavit of Chief Larry Phillip Fontaine [Political Agreement dated May 30, 2005]
- F. Exhibit “F” to the Affidavit of Chief Larry Phillip Fontaine [Assembly of First Nations’ Resolutions]
- G. Exhibit “G” to the Affidavit of Chief Larry Phillip Fontaine [Final Conference Report of the Assembly of First Nations’ Residential Schools July 2005 Conference]
- H. Exhibit “H” to the Affidavit of Chief Larry Phillip Fontaine [List of Residential Schools conferences of meetings attended by the Assembly of First Nations Indian Residential Schools Unit]

VOLUME IV – National Background

- 7. **Affidavit of Robert Robson**
 - A. Exhibit 1 to the Affidavit of Rob Robson [Affidavit of Rob Robson Previously Sworn on July 25, 2003]
- 8. **Affidavit of David Russell**
- 9. **Affidavit of Len Marchand**

VOLUME V – Regional Histories

- 10. **Affidavit of Richard Courtis**
 - A. Exhibit “A” to the Affidavit of Richard Courtis [Statement of Reconciliation issued January 7, 1998]
 - B. Exhibit “B” to the Affidavit of Richard Courtis [List of Members of the National Consortium]
 - C. Exhibit “C” to the Affidavit of Richard Courtis [Amended Fresh as Amended Statement of Claim]

- D. Exhibit "D" to the Affidavit of Richard Curtis [Order Amending Statement of Defence, dated February 16, 2005]
- E. Exhibit "E" to the Affidavit of Richard Curtis [Order Amending Third Party Claim, dated February 16, 2005]
- F. Exhibit "F" to the Affidavit of Richard Curtis [Minutes of Case Conferences]
- G. Exhibit "G" to the Affidavit of Richard Curtis [Minutes of December 14, 2004 Case Conference]
- H. Exhibit "H" to the Affidavit of Richard Curtis [Reasons of Justice Winkler dated May 30, 2005]
- I. Exhibit "I" to the Affidavit of Richard Curtis [Proposed Amended Statement of Claim]
- J. Exhibit "J" to the Affidavit of Richard Curtis [Proposed Application Form to be Completed by Eligible CEP Recipients]
- K. Exhibit "K" to the Affidavit of Richard Curtis [Letter from Ms. Coughlan to Mr. Faulds, dated May 23, 2006]
- L. Exhibit "L" to the Affidavit of Richard Curtis [Expert Opinion from Lalive, Attorneys-at-Law, dated November 2, 2005]
- M. Exhibit "M" to the Affidavit of Richard Curtis [December 2005 Report of Siggner & Associates]
- N. Exhibit "N" to the Affidavit of Richard Curtis [Plaintiff's Litigation Plan in *Baxter*]
- 11. **Affidavit of Donald Belcourt**
 - A. Exhibit "A" to the Affidavit of Donald Belcourt [Case Management Order of the Honourable Mr. Justice T.F. McMahon, dated January 8, 2000]
 - B. Exhibit "B" to the Affidavit of Donald Belcourt [Alberta Law Reform Institute Class Actions Final Report No. 85, December 2000]
 - C. Exhibit "C" to the Affidavit of Donald Belcourt [Proposal of the Plaintiffs for the Conduct of Residential School Litigation]
 - D. Exhibit "D" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated April 26, 2000]

- E. Exhibit "E" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated May 20, 2003]
- 12. **Affidavit Nora Bernard**
- 13. **Affidavit of Brian O'Reilly**
- 14. **Affidavit of Bonnie Reid**
- 15. **Affidavit of Doug Keshen**

VOLUME VI – Notice Program

- 16. **Affidavit of Todd Hilsee (May 17, 2006)**
Exhibit "A" to the Affidavit of Todd Hilsee (May 17, 2006) [Notice Plan]
- 17. **Affidavit of Todd Hilsee (June 29, 2006)**
- 18. **Affidavit of Todd Hilsee (July 26, 2006)**
- 19. **Affidavit of Kerry Eaton**
 - A. Attachment "A" to the Affidavit of Kerry Eaton [Weekly Report No. 01-06]
 - B. Attachment "B" to the Affidavit of Kerry Eaton [Weekly Report No. 02-06]
 - C. Attachment "C" to the Affidavit of Kerry Eaton [Weekly Report No. 03-06]
- 20. **Order of the Honourable Mr. Justice Warren K. Winkler, dated May 24, 2006**

VOLUME VII – The Church Defendants

- 21. **Affidavit of James Bruce Boyles [Anglican Church]**
 - A. Exhibit "A" to the Affidavit of James Bruce Boyles (Anglican Entities) [Indian Residential Schools Related to Anglican Entities]
 - B. Exhibit "B" to the Affidavit of James Bruce Boyles (Anglican Entities) [Settlement Agreement dated March 11, 2003]
- 22. **Affidavit of James Vincent Scott (United Church Entities)**

- A. Exhibit "A" to the Affidavit of James Vincent Scott (United Church Entities) [Indian Residential Schools Related to the United Church]
- 23. **Affidavit of Stephen Kendall (Presbyterian Entities)**
- A. Exhibit "A" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Indian Residential Schools Related to the Church]
- B. Exhibit "B" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Settlement Agreement dated February 13, 2003]
- 78. **Affidavit of Sister Bernadette Poirer s.g.m. (Catholic)**
- 79. **Affidavit of Father Jacques Gagné (Catholic)**
- 80. **Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)**
- 81. **Affidavit of Sister Gloria Keylor s.p. (Catholic)**
- 82. **Affidavit of Father Jacques L'Heureux (Catholic)**
- 83. **Affidavit of Father Camille Piche (Catholic)**
- 84. **Affidavit of Father Bernard Pinet (Catholic)**
- 85. **Affidavit of Father Cécil Fortier (Catholic)**
- 86. **Affidavit of Bishop Gary Gordon (Catholic)**
- 87. **Affidavit of Sister Dorothy Jean Beyer (Catholic)**
- 88. **Affidavit of Sister Pauline Phaneuf (Catholic)**
- 89. **Affidavit of Sister Suzanne Tremblay (Catholic)**
- 90. **Affidavit of Sister Robéa Duguay (Catholic)**
- 91. **Affidavit of Sister Pearl Goudreau (Catholic)**
- 92. **Affidavit of Sister Denise Brochu (Catholic)**
- 93. **Affidavit of Sister Suzanne Bridet (Catholic)**
- 94. **Affidavit of Sister Diane Beaudoin (Catholic)**
- 95. **Affidavit of Sister Gloria Paradis (Catholic)**

VOLUME VIII – Legal Fees

- 96. **Affidavit of Darcy Merkur**
 - A. Exhibit “A” to the Affidavit of Darcy Merkur [Class Action Retainer Agreement]
 - B. Exhibit “B” to the Affidavit of Darcy Merkur [Verification Agreement]

97. **Affidavit of Sandra Staats**

98. **Affidavit of Laura Cabott**

VOLUME IX – Individual Representative Plaintiffs

99. **Affidavit of Percy Archie**

100. **Affidavit of Charles Baxter**

101. **Affidavit of Elijah Baxter**

102. **Affidavit of Evelyn Baxter**

103. **Affidavit of Janet Brewster**

104. **Affidavit of John Bosum**

105. **Affidavit of Brenda Cyr**

106. **Affidavit of Malcolm Dawson**

107. **Affidavit of Vincent Bradley Fontaine**

108. **Affidavit of Elizabeth Kusiak**

109. **Affidavit of Theresa Ann Larocque**

110. **Affidavit of Veronica Marten**

111. **Statutory Declaration of Michelline Ammaq**

112. **Statutory Declaration of Rhonda Buffalo**

113. **Statutory Declaration of Ernestine Caibaisosai-Gidmark**

114. **Statutory Declaration of Michael Carpan**

115. **Statutory Declaration of Ann Dene**
116. **Statutory Declaration of James Fontaine**
117. **Statutory Declaration of Peggy Good**
118. **Statutory Declaration of Fred Kelly**
119. **Statutory Declaration of Jane McCallum**
120. **Statutory Declaration of Cornelius McComber**
121. **Statutory Declaration of Stanley Nepetaypo**
122. **Statutory Declaration of Flora Northwest**
123. **Statutory Declaration of Norman Pauchay**
124. **Statutory Declaration of Camble Quatell**
125. **Statutory Declaration of Alvin Saulteaux**
126. **Statutory Declaration of Christine Semple**
127. **Statutory Declaration of Dennis Smokeyday**
128. **Statutory Declaration of Kenneth Sparvier**
129. **Statutory Declaration of Edward Tapiatic**
130. **Statutory Declaration of Helen Wildeman**
131. **Statutory Declaration of Adrian Yellowknee**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR. JUSTICE)
WARREN K. WINKLER)
)

FRIDAY, THE
19TH DAY OF MAY, 2006

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF

VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS

OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA

Third Parties

AFFIDAVIT OF JAMES BRUCE BOYLES

I, James Bruce Boyles, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY as follows:

1. I am the former General Secretary of the General Synod of the Anglican Church of Canada ("the General Synod"), a Defendant or Third Party in various Indian Residential School actions commenced against the General Synod, the Missionary Society of the Anglican Church of Canada ("the MSCC") and several Dioceses of the Anglican Church of Canada ("the Anglican Dioceses"), and as such I have knowledge of the matters herein stated. For the purpose of my Affidavit, I will refer to the General Synod, the MSCC, and the Anglican Dioceses collectively as the Anglican Entities.
2. For the period from March 1993 to my retirement as General Secretary of the General Synod in June 2005 I acted as corporate officer managing and instructing counsel in Indian Residential School actions against the General Synod or MSCC in Alberta, British Columbia, Saskatchewan, Manitoba and Ontario and, in the course of this representation, I gained familiarity with the Indian Residential School System, its history and the people and institutions who made it up. Prior to becoming the General Secretary of this Defendant in 1993, I served as Executive officer of the Synod of the Diocese of Calgary and as a parish priest in the Dioceses of Ottawa and Niagara. I have also held positions as the Executive Assistant to the General Secretary and as the Ecumenical Officer of the General Synod.

3. The General Synod is a corporation pursuant to a private federal statute and was originally incorporated under the name “The General Synod of the Church of England in Canada” by *An Act to Incorporate The General Synod of the Church of England in Canada*, S.C. 1921, c. 82.

4. The membership of the General Synod, which normally meets every 3 years, consists of 3 Orders: (1) the Order of Bishops – including the Primate, Archbishops and Bishops of the ecclesiastical body known as the Anglican Church of Canada; (2) the Order of Clergy – elected clerical members of the ecclesiastical body known as the Anglican Church of Canada; and (3) the Order of Laity – elected lay members of the Anglican Church of Canada.

5. Prior to incorporation of the General Synod in 1921, there was a “General Synod of the Church of England in the Dominion of Canada” (“the Unincorporated General Synod”) which was a voluntary, unincorporated association of bishops of the Church of England in the Dominion of Canada and of delegates chosen from this Church’s clergy and laity. This voluntary association first met in Toronto in 1893.

6. The MSCC was initially a society constituted under Canon II of the Canons of the Unincorporated General Synod in 1902. In 1903, pursuant to a private federal statute, the MSCC incorporated under the name “The Missionary Society of the Church of England in Canada, S.C. 1903, c. 155, by *An Act to Incorporate the Missionary Society of the Church of England in Canada*, S.C. 1903, c. 155.

7. In 1956 the names of the General Synod and MSCC changed, respectively, to “The General Synod of the Anglican Church of Canada” and the “The Missionary Society of The Anglican Church of Canada” by S.C. 1956, c. 57.

8. The General Synod, the MSCC and individual Anglican Dioceses are separate legal structures enabling the Anglican Church of Canada to act in the temporal world. The Anglican Church of Canada is itself an ecclesiastical and not a legal entity

comprising that collective body of Christian people in Canada who subscribe to Anglican doctrines of faith and worship.

9. In Canada, some 800,000 Anglicans worship in 30 Anglican Dioceses which are regional groupings of churches, each under the leadership of a Bishop and containing a number of parishes. Each Bishop is elected by the people of the diocese and consecrated by the Metropolitan Bishop of the ecclesiastical province in which the diocese is situated. Each diocese is separately incorporated by (usually) provincial legislation, has a separate legal personality and operates independently from other dioceses and from the General Synod and the MSCC.

10. The General Synod is the corporate vehicle through which the decisions about the national work of the Anglican Church of Canada are formulated and carried out. Standing Committees of the General Synod include the Faith, Worship and Ministry Committee, the Partners in Mission Committee, the Eco-Justice Committee, the Pension Committee, the Financial Management and Development Committee and the Information Resources Committee. The Council of the General Synod normally meets twice a year to conduct the business of the General Synod.

11. The MSCC is the corporate vehicle through which the general missionary work of the Anglican Church of Canada was carried out from 1903 until 1969. Over the years the work of the MSCC has included the management, funding, and support of missionary work among diverse peoples in many parts of Canada as well as overseas in Japan, China and India.

12. During the period beginning in approximately 1880 and continuing to 1969 the Anglican Entities were involved or alleged to be involved in the operation of the Indian Residential Schools ("IRSs") listed in Exhibit "A" to my Affidavit.

13. Beginning in approximately 1998, the Anglican Entities began to be named as defendants in actions commenced by persons who attended IRSs and as a third party

by the federal government who had been named as a defendant in actions commenced by persons who attended IRSs. To date, the Anglican Entities have been named as defendants or third parties in the following proceedings throughout Canada:

- (a) approximately 2,200 individual actions either brought directly by plaintiffs or by way of third party claims commenced by the federal government;
- (b) the Baxter national class action commenced in Ontario in which certification is pending;
- (c) the Cloud class action issued in Ontario which has been certified under the *Ontario Class Proceedings Act*.

14. As the number of legal actions against the Anglican Entities increased, the General Synod and several Anglican Dioceses faced serious financial pressures as a result of the legal costs of defending direct plaintiff's claims and third party claims from the federal government. In many cases, substantial legal costs were spent in determining the apportionment of liability between the Anglican Entities and the federal government, which often involved complex, factual and legal questions arising over a lengthy period of time. In early 2002, the Anglican Entities began direct discussions with the federal government to arrive at an agreement which would bring an end to disputes between the Anglican Entities and the federal government relating to apportionment of liability and provide for a contribution to settlements from the Anglican Entities.

15. On March 20, 2003, the Anglican Entities and the federal government entered into a Settlement Agreement which is attached and marked as Exhibit "B".

16. By way of summary, the Settlement Agreement provides that the federal government and Anglican Entities discontinue all third party claims against each other and not commence any further third party claims. The Anglican Entities agreed to

create a Settlement Fund in the amount of \$25,000,000 which would be used to contribute to 30% of any settlement or trial verdict of an individual civil action or to an award under the Dispute Resolution process that was being designed and is now in place for survivors to bring individual claims.

17. A further term of the Settlement Agreement provided that once the \$25,000,000 Settlement Fund had been fully paid out by way of the 30% contribution described, the federal government will pay the full amount of the claims directly or by way of indemnification of the Anglican Entities.

18. The Settlement Fund created by the Settlement Agreement dated March 20, 2003 is administered by a corporation known as the Anglican Church of Canada Resolution Corporation which is responsible for administering the Settlement Fund and making the 30% payments on behalf of Anglican Entities.

19. As at February 16, 2006, the following is a summary of the number of court actions and settlements and DR settlements contributed to by the Anglican Entities pursuant to the Settlement Agreement.

ACCRC Settlements Paid to Date (Litigation)	\$5,923,783.05
Number of Claimants (approximate)	212
ACCRC ADR Settlements Paid to Date	\$1,774,635.88
Number of DR Claimants Settled	100
Additional DR Hearings – already taken place	114
Number of DR Hearings Scheduled	15
Number of Anglican Claims received to date by the General Secretary	476
(This includes 33 post-agreement claims and 15 non ACC school claims.)	
Total Paid out of Settlement Fund	\$7,698,418.93

20. A summary of the amounts paid by each Anglican Entity into the Settlement Fund under the Settlement Agreement and the Anglican Amending Agreement, discussed immediately below, is set out at paragraph 25 below.

21. In June, 2005, the Anglican Entities were requested by the Honourable Frank Iacobucci to participate in discussions with the objective of bringing a fair and just closure to both the legal and non-legal issues arising from the IRS legacy. Counsel on behalf of the Anglican Entities participated in these discussions and the General Synod is a party to the Indian Residential Schools Settlement Agreement ("IRSSA") for which court approval is sought.

22. One of the outcomes of the IRSSA, was that certain Roman Catholic church organizations entered into a Settlement Agreement with the federal government which had an impact on the existing Anglican Settlement Agreement. Specifically, section 8.1 of the Anglican Settlement Agreement provided that where the federal government concluded a Settlement Agreement with a denomination or church entity other than the Anglican Entities with respect to an IRS Abuse Claim, which included in their entirety provisions that were more favourable than those contained in the Anglican Settlement Agreement, the federal government at the request of the Anglican Entities was obliged to negotiate with the Anglican Entities with a view to amending the Anglican Settlement Agreement to incorporate provisions no less favourable than those in the other Settlement Agreement.

23. Pursuant to the agreement made between the federal government and the Catholic Entities, which is Schedule 0-3 to the IRSSA, the Anglican Settlement Agreement was amended to provide the following:

- i. The total amount to be paid by the Anglican Entities is reduced to \$15,687,100 from the present sum of \$25,000,000;

- ii. From the date that the Amending Agreement comes into force, the federal government will pay all IRS Abuse Claims whether they are paid under the existing DR model, the Independent Assessment Process ("IAP") which is part of the final Settlement Agreement, settlements of civil claims, or court judgments;
- iii. The remainder of the \$15,687,100 in the Anglican Settlement Fund not paid as a contribution to claims to date, will be used for the Anglican Entities' contribution to IRS Abuse Claims up to the date the Amending Agreement comes into force, the funding of an Anglican Fund for Healing and Reconciliation which will make grants to assist with the healing and reconciliation of former IRS students and their families, and for eligible in-kind contributions to assist with healing and reconciliation of former IRS students and their families.

24. The Anglican Amending Agreement, as executed by the General Synod, Missionary Society, and the 30 Anglican Entities, is Schedule 0-2 to the final Settlement Agreement.

25. Pursuant to the Anglican Settlement Agreement as amended by the Anglican Amending Agreement, the Anglican Entities have and will contribute the following amounts for judgments, settlement of civil actions, payments under the existing Dispute Resolution Model, funding grants made by the Anglican Fund for Healing and Reconciliation and in-kind payments:

A. Anglican Entities To Be Named As Defendants in the Omnibus Action.

<u>Anglican Entity</u>	<u>Amount Contributed</u>
The General Synod of the Anglican Church of Canada	\$1,829,291
The Incorporated Synod of the Diocese of Algoma	\$442,079
The Synod of the Diocese of Athabasca	\$76,260
The Synod of the Diocese of Brandon	\$154,546
The Anglican Synod of the Diocese of British Columbia	\$611,836
The Synod of the Diocese of Calgary	\$121,953
The Synod of the Diocese of Cariboo	\$6,098
The Incorporated Synod of the Diocese of Huron	\$1,280,504
The Synod of the Diocese of Keewatin	\$112,806
The Bishop of Moosonee	\$91,465
The Synod of the Diocese of New Westminster	\$975,662
The Synod of the Diocese of Qu'Appelle	\$243,906
The Synod of the Diocese of Saskatchewan	\$137,197

The Synod of the Diocese of Yukon	\$46,479
The Synod of the Anglican Church of the Diocese of Quebec	\$82,318
Total:	\$6,212,400

- B. Anglican Entities not named as Defendants in this action that did not operate an IRS or did not have an IRS located within their geographical boundaries, defined in the final Settlement Agreement and proposed Judgment as Other Released Church Organizations.

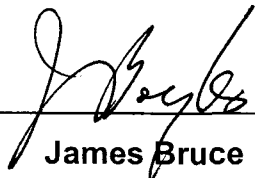
<u>Anglican Entity</u>	<u>Amount Contributed</u>
The Bishop of the Arctic	\$284,542
The Anglican Synod of the Diocese of Caledonia	\$91,465
The Diocesan Synod of Central Newfoundland	\$210,369
The Diocesan Synod of Eastern Newfoundland and Labrador	\$365,858
The Synod of the Diocese of Edmonton	\$304,882
The Diocesan Synod of Fredericton	\$464,640
The Synod of the Diocese of Kootenay	\$167,563
The Synod of the Diocese of Montreal	\$304,882
The Synod of the Diocese of Niagara	\$1,149,405

The Diocesan Synod of Nova Scotia and Prince Edward Island	\$731,717
The Incorporated Synod of the Diocese of Ontario	\$670,740
The Incorporated Synod of the Diocese of Ottawa	\$975,622
The Synod of the Diocese of Rupert's Land	\$286,589
The Diocese of Saskatoon	\$182,929
The Incorporated Synod of the Diocese of Toronto	\$3,073,210
The Diocesan Synod of Western Newfoundland	\$210,369
Total:	\$9,474,782

26. Beginning in 1991, the General Synod created a fund known as the Indigenous Healing Fund, which since that date and to present has made grants in the amount of \$2,360,717 to indigenous organizations and communities to assist in the healing of IRS survivors, their families, and their communities.

27. This Affidavit is sworn in support of a motion to approve the IRSSA.

SWORN before me at the City of Toronto
this *1st* day of June, 2006.



James Bruce Boyles

This is Exhibit....."A".....referred to in the
affidavit of.....James Bruce Boyles
sworn before me, this.....1st.....
day of.....June.....20.06.

02184

SCHEDULE "A"

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

INDIAN RESIDENTIAL SCHOOLS RELATED TO ANGLICAN ENTITIES

British Columbia:

St. Michael's	Alert Bay
St. George's	Lytton
Yale, (All Hallows Boarding School)	Yale Station, Fraser River
Metlakatla	Metlakatla

Yukon:

Carcross, Chooultla IRS	Carcross
St. Paul's Hostel	Dawson
Yukon Hostel	Whitehorse

Northwest Territories:

All Saints (Aklavik IRS)	Aklavik
Stringer Hall	Inuvik
Fort MacPherson Residence	Fort MacPherson
Hay River	Hay River – Treaty 8
Fort Simpson Hostel / Bompas Hall	Fort Simpson

Alberta:

Lesser Slave Lake (St. Peter's)	Lesser Slave Lake
Old Sun, (Blackfoot IRS)	Gleichen, Blackfoot Reserve
Sarcee Boarding School	Sarcee Junction
St. Cyprian	Brocket, Peigan Reserve

St. Paul's Boarding School (Blood)

Blood Reserve

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Wabasca, (St. John's IRS)

Wabasca

Whitefish Lake, (St. Andrew's IRS)

St. Andrew's Mission

Saskatchewan:

Battleford Industrial School

Battleford

Gordon's Residential School

Gordon's Reserve

Lac la Ronge (Prince Albert)

La Ronge

Montreal Lake

Montreal Lake

Onion Lake (St Barnabas, Prince Albert)

Makaoo's Reserve

PAIRS (All Saints – Boys, St. Alban's
-Girl's, PAISEC)

Prince Albert

Manitoba:

Elkhorn, (Washakada)

Elkhorn

Mackay

The Pas, Dauphin

Rupert's Land, (St. Paul's)

Near Winnipeg

Nunavut:

Coppermine Hostel

Coppermine

Ontario:

Chapleau, (St. Joseph's, St. John's)

Chapleau

Moose Factory, (Horden Hall, Moose Fort)

Moose Island

Mohawk Institute

Brantford

Pelican Lake

Sioux Lookout

Shingwauk

Sault Ste. Marie

Quebec & Atlantic:

Fort George

Fort George

La Tuque

La Tuque

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SETTLEMENT AGREEMENT

This is Exhibit "B" referred to in the affidavit of James Bruce Boyles sworn before me, this 1st day of June 2006. [Signature] A COMMISSIONER FOR TAKING AFFIDAVITS

THIS AGREEMENT ENTERED INTO THIS 11th DAY OF MARCH 2003

Between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA (hereinafter referred to as the "Government")

and

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, (hereinafter referred to as the "General Synod")

and

THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, (hereinafter referred to as the "Missionary Society")

and

THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION (hereinafter referred to as the "Corporation")

WHEREAS the Government and certain entities within the Anglican Church of Canada participated in developing and operating a system of residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Primate of the Anglican Church of Canada have apologized for the unintended harm to Aboriginal people incurred at residential schools;

AND WHEREAS a number of former residential school students have alleged abuse and other wrongs against the Government and the Anglican Entities;

AND WHEREAS the Government and the Anglican Entities recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS former students who were abused at residential schools should be paid Compensation for injuries resulting from Validated Claims;

AND WHEREAS the Government and the Anglican Entities agree to share responsibility for abuse at the residential schools and to establish a framework to apportion and pay Compensation owing for Validated Claims;

AND WHEREAS the Government and the Anglican Entities are committed to working jointly with Claimants to develop fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of named abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Anglican Entities in Canadian society and through this Agreement supports the ongoing collective viability of the Anglican Church of Canada;

THIS AGREEMENT WITNESSETH:

PART I DEFINITIONS

1.1 For all purposes of this Agreement and of all indentures, agreements or other instruments supplemental hereto or in confirmation, amendment or modification hereof, the terms defined in this Part shall have the following meanings unless otherwise expressly defined in such other documents:

"Anglican Entities", unless otherwise specifically defined in a Part of this Agreement, means the General Synod, the Missionary Society, and the other Contributing Entities.

"ADRP" means an alternate dispute resolution process or processes established in accordance with Part II of this Agreement.

"Agreement", "hereto", "herein" and similar expressions refer to this Agreement and any amendments thereto and include all schedules attached to this Agreement.

"Claimant" means a former student of an IRS or other person who has made an IRS Abuse Claim.

"Compensation" means damages, Costs and interest as awarded or agreed upon in an IRS Abuse Claim.

"Contributing Entities" means the entities set out in Schedule "B".

"Contribution and Cooperation Agreement" means a Cooperation and Contribution Agreement, in the form attached as Schedule "C", signed by the Government, the Corporation and a Diocese in furtherance of the Settlement Agreement.

"Corporation" means the Anglican Church of Canada Resolution Corporation which holds, manages and administers the Settlement Fund.

"Costs" means assessed costs, agreed upon costs or ADRP costs to be paid to a Claimant for an IRS Abuse Claim.

"Diocese" means a Diocese of the Anglican Church of Canada and its successors and assigns.

"General Synod" means the General Synod of the Anglican Church of Canada and its successors and assigns.

"General Synod Support Agreement" means a General Synod Support Agreement, in the form attached as Schedule "D", signed by the Government, the General Synod and a Diocese in furtherance of the Settlement Agreement.

"Government" means the Government of Canada.

"IRS" means one or more of the Indian Residential Schools set out in Schedule "A" hereto, and Indian Residential School has the same meaning.

"IRS Abuse Claim" means a claim for Compensation for the mistreatment or neglect of a child arising from or connected to the operation of an Indian Residential School, other than a claim arising from loss or diminution of aboriginal language or culture, that is founded on:

-one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or one or more of the Anglican Entities has or accepts vicarious liability;

-negligence or breach of fiduciary duty where the Government or one or more of the Anglican Entities has or accepts any part of the legal responsibility;

-any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or one or more of the Anglican Entities has or accepts any part of the legal responsibility.

"Missionary Society" means the Missionary Society of the Anglican Church of Canada.

"Named Entities" means an Anglican Entity that is a party to one or more IRS Abuse Claims.

"Receiver" includes Receiver-Manager.

"Resolution Process" means a method other than an ADRP used to resolve IRS Abuse Claims outside the litigation process.

"Settlement Fund" means the fund established by the Anglican Entities pursuant to this Agreement, such fund to be used for the purposes of paying Compensation to Claimants.

"Validated Claim" means an IRS Abuse Claim that has been found to be proven:

- by a final decision of an ADRP, other Resolution Process or a court;
- or as a result of an assessment conducted by Government counsel in accordance with this Agreement.

1.2 The following Schedules are appended to this Agreement and are incorporated into and form part of it by this reference as fully as if contained in the body of this Agreement:

1.2.1 Schedule "A": Indian Residential Schools Related to Anglican Entities.

1.2.2 Schedule "B": Payments by Contributing Entities.

1.2.3 Schedule "C": Contribution and Cooperation Agreement.

1.2.4 Schedule "D": General Synod Support Agreement.

1.2.5 Schedule "E": General Synod Promissory Note.

PART II MUTUAL COMMITMENT TO THE FAIR, SAFE AND EFFECTIVE RESOLUTION OF CLAIMS

2.1 The Anglican Entities and the Government agree that validation, resolution or defence of a specific IRS Abuse Claim or Claims will be in accordance with the terms set out in this Agreement.

2.2 The Anglican Entities and the Government agree to co-operate in the fair, safe and effective validation, resolution and defence of IRS Abuse Claims by:

2.2.1 developing and implementing ADRPs or other Resolution Processes with input from stakeholders in accordance with the principles set out herein;

✓ 2.2.2 settling litigation through negotiations, pre-trial conferences or court-directed mediation, or other agreed-upon means; and

✓ 2.2.3 conducting trials and appeals where necessary to resolve issues.

✓ 2.3 As soon as reasonably practicable, and no later than 60 days after the coming into force of this Agreement and the payment into the Settlement Fund of \$1,500,000.00 as provided for in Section 3.4, the Government and the Anglican Entities will, on a without-costs basis, discontinue third party claims and cross-claims against each other for IRS Abuse Claims, and hereby agree not to commence or recommence any further third party claims or cross-claims for IRS Abuse Claims against each other.

2.3.1 Nothing in Section 2.3 prevents the issuance of a third party notice or cross-claim as permitted by Part VI of this Agreement.

2.3.2 The Anglican Entities and the Government agree that such discontinuance shall not affect the apportionment of payment of Compensation as set out in Part IV.

2.4.1 The General Synod agrees that within 30 days of the coming into force of this Agreement it will file in the Court of Appeal for British Columbia a Notice of Abandonment of the appeal in the case of *Mowatt v. Clarke et al.* The General Synod will secure the Diocese of Cariboo's signature on court documents to do the same.

2.4.2 The Government intends to proceed with its appeal in *IB v. AG Canada and the General Synod* pending before the Court of Appeal for Saskatchewan. The General Synod does not intend to participate in such appeal and, upon the coming into force of this Agreement, will promptly inform the Court of its position.

✓ 2.5 The Anglican Entities and the Government agree that they will use validation processes which:

2.5.1 distinguish valid IRS Abuse Claims from unfounded IRS Abuse Claims;

2.5.2 employ mechanisms that are fair to Claimants and alleged abusers;

2.5.3 are confidential, respectful and safe for all participants;

- 2.5.4 are cost effective in relation to the specific issues to be resolved; and
- 2.5.5 lead to Compensation or other appropriate remedies for Validated Claims.
- 2.6 All ADRPs and other Resolution Processes will, to the extent possible, reflect key principles including the following:
 - 2.6.1 information relating to validation and settlement processes will be made available to Claimants;
 - 2.6.2 Claimants will participate on a voluntary basis;
 - 2.6.3 counselling and other support services will be provided to help protect the safety of participants;
 - 2.6.4 process costs including legal costs for all participants will be minimized;
 - 2.6.5 Claimants will have access to independent legal advice;
 - 2.6.6 processes will be non-adversarial and will attempt to avoid unnecessary trauma for Claimants and will attempt to protect all parties from unfounded allegations;
 - 2.6.7 processes will be geographically and culturally accessible to Claimants;
 - 2.6.8 the evidentiary standards applied will be appropriate to ensure effective validation of the IRS Abuse Claims.

Claims Proceeding within ADRPs

- 2.7 The Anglican Entities and the Government agree that issues arising within the ADRPs will be dealt with according to standards set out in this Agreement, and where this Agreement is silent, existing legal principles will be followed in designing and implementing ADRPs.
- 2.8 The Anglican Entities and the Government will, at a minimum, accept into an ADRP an IRS Abuse Claim by a Claimant who is seeking Compensation from them based on their vicarious liability for abuses alleged to have been committed by one or more of the following IRS workers:
 - 2.8.1 dormitory supervisor;
 - 2.8.2 childcare worker;

- 2.8.3 principal;
 - 2.8.4 administrator;
 - 2.8.5 teacher;
 - 2.8.6 priest, minister and other clergy; and
 - 2.8.7 other employees whose specific duties gave rise to particular opportunities for child abuse.
- 2.9 The Government and the General Synod, on behalf of the Anglican Entities, may agree to include additional IRS Abuse Claims and to determine fault-based liability issues within ADRPs.
- 2.10 Where a liability issue pertaining to an IRS Abuse Claim has not been accepted as appropriate for resolution within ADRPs, the Government and the General Synod, on behalf of the Anglican Entities, will consider ways to facilitate the early resolution of the issue by the courts with a view to considering expansions of the scope of the ADRPs. The Government and the General Synod, on behalf of the Anglican Entities, agree to negotiate whether to include within ADRPs additional categories of IRS Abuse Claims once the courts have determined the liability issue in question at a level that resolves the matter for them.
- 2.11 The ADRPs will include a fair, safe, preliminary mechanism by which enough can be learned about IRS Abuse Claims before they enter the system to allow a determination of whether the alleged abuse, if proven, would establish a basis for resolution within the ADRP. This may be accomplished through an application form and screening process, or other appropriate mechanism.
- 2.12 The Government and the General Synod, on behalf of the Anglican Entities, may agree to a framework setting out characteristics of categories of IRS Abuse Claims and levels of Compensation to be paid for each category in the applicable jurisdiction, having regard to existing Canadian court precedents. ADRPs will be designed such that the framework is binding upon participants and decision makers within them.
- 2.13 The Government and the General Synod, on behalf of the Anglican Entities, may agree on standards defining the classes of cases for which Compensation will be paid within ADRPs, and where they do so, ADRPs will be designed such that those standards are binding upon participants and decision makers within them.

Claims Proceeding Outside ADRPs

- 2.14 If IRS Abuse Claims proceed outside ADRPs or other Resolution Processes, the Government and the Anglican Entities will defend and seek to resolve them pursuant to Part V unless other resolution processes have been ordered by a court or otherwise developed.
- 2.15 Settlement offers will be based on evidentiary considerations, legal principles, and any specific standards and levels of Compensation agreed to by the Government and the General Synod on behalf of the Anglican Entities.

Remedies

- 2.16 A range of remedies may be offered to a Claimant with a Validated Claim, including the establishment of an historical record, acceptance of responsibility by the Anglican Entities and the Government, apologies, therapy, counselling, and Compensation.

Standard of Proof

- 2.17 IRS Abuse Claims will be resolved in ADRPs or settled only where the standard of proof utilized by the courts for matters of like seriousness has been met.

Defences

- ✓ 2.18 The Government and the Anglican Entities agree that IRS Abuse Claims will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches, in ADRPs, other resolution processes or pre-trial conferences. At trial, Crown immunity, where applicable, will be asserted by the Government, and the Anglican Entities will be free to determine the defences they will assert.

Releases

- ✓ 2.19 As part of any settlement agreement with a Claimant, the Claimant will release the Government and the Anglican Entities from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School, including, but not limited to, claims for loss of culture and language, or violation of the existing aboriginal or treaty rights of the aboriginal people of Canada set out in s.35 of the *Constitution Act, 1982*.

- 2.19.1 The Release shall be acceptable to the Government and the General Synod who shall settle upon the form and content prior to the execution of this Agreement and who may from time to time amend the Release by mutual agreement in writing.

2.19.2 The Government and the Anglican Entities will, as set out in Section 6.1., be continuing their programs to address the need for healing and reconciliation arising from the Indian Residential Schools.

PART III IRS SETTLEMENT FUND

Establishment of Fund

3.1 The General Synod will establish the Settlement Fund and, subject to approval by the Government of its articles of incorporation, will have established the Corporation before the execution of this Agreement. The Corporation shall provide the Government with quarterly financial statements on its operations within sixty days of the end of each quarter.

Operation of Fund

3.2 The Settlement Fund will be operated and managed by the Corporation in full compliance with this Agreement.

Amounts of and Contributions to Settlement Fund

3.3 The Settlement Fund will be in the amount of \$25,000,000.00, which will be deposited to the Settlement Fund by or on behalf of the Anglican Entities in the proportions set out in Schedule "B" and according to the timetable set out in Section 2 of the Contribution and Cooperation Agreement and Section 3.4 of this Agreement, all subject to \$25,000,000.00 being paid into the Fund within five years.

3.4 The General Synod shall pay into the Settlement Fund the amount of \$1,500,000.00 within 60 days of the coming into force of this Agreement and a further \$1,497,000.00 within 240 days of the coming into force of this Agreement. To secure the payment of these sums, the General Synod will sign a promissory note, in the form attached as Schedule "E", on the execution of this Agreement.

3.5 From the receipt of the first payment into the Settlement Fund under Section 3.4 and until October 1, 2007, the Corporation shall at all times maintain a balance of \$1,000,000.00 in the Fund to be used only to pay the obligations of the Anglican Entities, as determined pursuant to Part IV, for all or part of any judgments for which there are insufficient monies in the Fund beyond the \$1,000,000.00 balance.

3.6 Where monies within the \$1,000,000.00 balance are used to pay, pursuant to Part IV, all or part of one or more judgments, the balance shall be restored to \$1,000,000.00

immediately upon the receipt of further payments into the Fund, and no claims other than the judgments referred to in Section 3.5 shall be paid by the Fund until the \$1,000,000.00 balance has been restored.

Interest

- 3.7 So long as contributions to the Settlement Fund are kept current as required by this Agreement, including Sections 3.3, 3.4, 3.9.1 and Schedule "B", interest accruing on the Settlement Fund shall be used by the Corporation, first for the payment of reasonable administration costs of the Settlement Fund, and thereafter as determined by the Corporation.

Payments from Fund

- 3.8 The Settlement Fund will be the source of payments to be made in accordance with Part IV for Validated Claims.

Agreement between Corporation and Contributing Entities

- 3.9 Contributions to the Settlement Fund will be raised and secured as follows:
- 3.9.1 The Government and the Corporation shall enter into a Contribution and Cooperation Agreement with each Contributing Entity which will provide that the Contributing Entity will pay to the Corporation a defined amount of funds, as provided for in Schedule "B", over an agreed period of time.

Events of Default

- 3.10 The occurrence of any of the following events or conditions will be a default:
- 3.10.1 if the agreed upon amounts are not deposited to the Settlement Fund by an Anglican Entity as provided for in Sections 3.3, 3.4, 3.9.1 and Schedule "B", and if the shortfall has not been paid into the Settlement Fund on its behalf within 15 days of the due date;
- 3.10.2 if, where the monies are available to do so, there is a failure to establish or restore the balance of \$1,000,000.00 to the Settlement Fund as required by Sections 3.5 and 3.6;

- 3.10.3 if monies are not paid out of the Settlement Fund pursuant to the terms of this Agreement, in circumstances where there are funds in the Settlement Fund available for the payment in question pursuant to Section 3.5 and 3.6; or
- 3.10.4 if one or more of the Corporation, the General Synod, the Missionary Society or any Contributing Entity amalgamates with another entity on terms which do not provide that the amalgamated entity assumes the liabilities of the amalgamating bodies, or becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under *The Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceases doing business, or winds up, unless prior to such amalgamation, insolvency, bankruptcy, winding up, or assignment another Anglican Entity that is solvent and with sufficient funds to pay the obligations of the first entity assumes the obligations of such entity under this Agreement, the Contribution and Cooperation Agreements, and the General Synod Support Agreements.

Remedies Upon Default

- 3.11 In the event of default as defined in Section 3.10, in addition to any other rights or remedies to which the Government and/or Receiver may be entitled by law, the Government and/or a Receiver, as applicable, will have the following rights:
- 3.11.1 The Government may by instrument in writing appoint any person as a Receiver of the Corporation. The Receiver shall be appointed pursuant to and operate under the laws of Ontario.
- 3.11.2 The Government may from time to time remove or replace a Receiver or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Government or the court will, for the purposes relating to responsibility for the Receiver's acts or omissions, remuneration and expenses, be considered to be the Corporation's agent.
- 3.11.2.1 Prior to appointing any person as a Receiver under Section 3.11.1 or applying to court under Section 3.11.2 for appointment of a Receiver the Government may allow the Corporation and the Anglican Entities a 60 day period to use good faith efforts to remedy the default.
- 3.11.3 The Government or the Receiver may take possession of all or any part of the real and/or personal assets of the Corporation, including the Settlement Fund, and retain it or them for as long as the Government or Receiver considers appropriate, receive any income from the Corporation, and enforce such obligations of the

Contributing Entities to the Corporation which the Government or the Receiver considers appropriate.

- 3.11.4 The Government or the Receiver may use, collect, sell, or otherwise dispose of, release, release to any person and otherwise deal with the assets of the Corporation in such manner, upon such terms, and at such times as the Government or the Receiver considers appropriate. The Government or Receiver may make any sale or other disposition of the assets of the Corporation in the name of and on behalf of the said entity or otherwise.
- 3.11.5 All proceeds recovered pursuant to Sections 3.11.3 or 3.11.4 shall be applied, first, to pay the expenses related to the appointment of the Receiver and the reasonable expenses and remuneration of the Receiver or the Government with respect to the exercise of the powers under this Agreement as agreed to by the Corporation or assessed by a court and, second, to discharge or satisfy any obligations of the Corporation, the General Synod, the Missionary Society and/or one or more of the other Contributing Entities to pay Validated Claims under this Agreement.

Compliance and Coming Into Force

- 3.12 Full compliance with Sections 3.1, 3.4 and 3.9.1, the execution by the General Synod of a promissory note in the form set out in Schedule "E" attached hereto, the execution by each of the other Contributing Entities of a promissory note in the form attached to the Contribution and Cooperation Agreement, except those Contributing Entities which, prior to the execution of this Agreement, have paid into the Settlement Fund the full amount of their contribution as set out in the attached Schedule "B", and the execution of a General Synod Support Agreement with each Diocese, are conditions precedent to this Agreement being binding on the Government. In the event of failure to fully comply with one or more of Sections 3.1, 3.4 and 3.9.1 or default under one or more of such Sections or failure to execute the promissory notes or General Synod Support Agreements referred to above, the Government may, by notice in writing to the General Synod, the Missionary Society and the Corporation, declare this Agreement void and, in such event, this Agreement shall be deemed to be and is thereupon void.
- 3.13 Section 3.12 is intended for the benefit of the Government, which may in its sole and unfettered discretion waive compliance with it by one or more Anglican Entities, without prejudice to its rights under Section 3.12 in relation to other Anglican Entities.
- 3.14 This Agreement comes into force on the third day following the completion of the last act of compliance set out in Section 3.12, excluding Section 3.4 and any act of compliance which the Government has waived pursuant to Section 3.13.

**PART IV
APPORTIONMENT AND PAYMENT OF COMPENSATION**

- 4.1 Upon the resolution of an IRS Abuse Claim by:
- 4.1.1 a final decision of an ADRP or other Resolution Process;
 - 4.1.2 a settlement agreement signed by the Government pursuant to Part V; or
 - 4.1.3 a trial or appellate judgment when counsel for the Government certifies that this Agreement applies;

and, where any applicable appeal or review period has lapsed without an appeal or review being filed and where, or as soon as, there are sufficient funds in the Settlement Fund pursuant to Sections 3.5 and 3.6, the Corporation shall, in the order in which they are received, within 60 days pay to the Claimant of the Validated Claim or such Claimant's counsel, an amount equal to 30% of the Compensation set out in the decision, settlement agreement or judgment and the Government shall pay to the Claimant or such Claimant's counsel an amount equal to 70% of such Compensation.

- 4.2 Where counsel for the Government informs the Corporation that all or part of the Compensation awarded at a trial relates only to an intentional tort committed prior to May 14, 1953, the Corporation shall pay the Claimant 100% of such Compensation, and Section 4.1 shall apply only to the balance of such Compensation if any.
- 4.3 Where counsel for the Government informs the Corporation that Compensation is payable to a Claimant whose Validated Claim is based on one or more events the first of which occurred on or after April 1, 1969, Section 4.1 shall not apply. In such circumstances, as between the Government and the Anglican Entities, the Government shall be responsible for and pay 100% of the Compensation and no payment shall be made from the Settlement Fund for such claim.
- 4.4 Notwithstanding Sections 4.1 and 4.3, where, following the establishment of the Settlement Fund, counsel for the Government certifies to the Corporation that, before the date on which this Agreement came into force, an IRS Abuse Claim was settled by the Government without contribution from any Anglican Entity, on terms which do not release the Anglican Entities from potential liability to the Claimant, and for an amount representing a fixed reduction from the assessed Compensation, the Corporation shall within 30 days of such certification offer to pay the balance of the assessed Compensation to the Claimant, subject to Sections 3.5 and 3.6. Provided, however, that no amount shall be paid to a Claimant pursuant to this Section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the

Anglican Entities, and to release the Anglican Entities from any and all claims connected with his or her attendance at an IRS.

- 4.5 Notwithstanding any other obligation of the Fund, the Corporation shall make the following payments from the Settlement Fund:
- 4.5.1 \$485,361.03 to be paid to the Government on December 31, 2003, and \$1,000,000.00 to be paid to the Government on December 31, 2004, both representing monies owed to the Government by Anglican Entities for Compensation paid on their behalf for IRS Abuse Claims prior to the coming into force of this Agreement, both payments subject to Section 3.5 and 3.6; and,
- 4.5.2 \$181,359.46 to be paid to the General Synod on December 31, 2007 and \$180,000.00 to be paid to the General Synod on June 30, 2008, in respect of Compensation paid by Anglican Entities for IRS Abuse Claims resolved prior to the coming into force of this Agreement, both payments subject to Section 3.5 and 3.6. These amounts are subject to adjustment to reflect any additional payments before the Agreement is executed.
- 4.5.3 No interest is payable on the payments set out in Sections 4.5.1 and 4.5.2 if payment is made in accordance with Sections 4.5.1 and 4.5.2.
- 4.6 The Parties hereto agree that the Anglican Entities' liability for all Compensation for IRS Abuse Claims shall not exceed the amount of the Settlement Fund set out in Section 3.3 and in the event that all funds are paid into and out of the Settlement Fund pursuant to the terms hereof, other than Section 4.7, any remaining liability the Anglican Entities have for IRS Abuse Claims shall be paid by the Government. The following Parts and Sections of this Agreement shall thereafter have no further force and effect: all of Part II except Sections 2.2, 2.3, 2.5, 2.6, 2.17, and 2.19; all of Part III; all of Part IV except Sections 4.6, 4.8, and 4.9; and Sections 5.5, 5.7.2 and 5.7.3.
- 4.7 In the event that on January 1, 2020, there are no IRS Abuse Claims pending or, two years from the date that there are no IRS Abuse Claims pending, whichever comes first, any balance in the Settlement Fund shall be paid to the General Synod. Should any IRS Abuse Claims arise after the balance in the Settlement Fund has been released to the General Synod, the Anglican Entities' liability for such IRS Abuse Claims shall be limited to returning to the Settlement Fund the amount of the Settlement Fund released to the General Synod.
- 4.8 In the event that all IRS Abuse Claims have been settled, or in the event that all funds have been paid into and out of the Settlement Fund pursuant to the terms hereof other than Section 4.7, then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge the Anglican Entities from

any and all causes of action, claims or demands for damages for IRS Abuse Claims. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against the Anglican Entities arising directly or indirectly from any IRS Abuse Claim.

- 4.9 The Government agrees that payment into and payment out of the Settlement Fund in accordance with this Agreement, other than Section 4.7, shall operate conclusively as an estoppel in the event of any such claim, action or proceeding and may be pled as such, and further agrees to indemnify and save harmless the Anglican Entities from any and all claims or demands for damage and assessed costs and disbursements payable to any party other than an Anglican Entity in any IRS Abuse Claim.

**PART V
ALLOCATION OF RESPONSIBILITIES TO VALIDATE
AND SETTLE IRS ABUSE CLAIMS**

- 5.1 In this Part, except Sections 5.9 and 5.10, Anglican Entities means the General Synod, the Missionary Society, and the Named Entities.
- 5.2 It is the Government's intention to defend and resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to any named Anglican Entity not later than 30 days before the start of such trial.
- 5.3 The Anglican Entities may elect not to participate in the validation, resolution or defence of IRS Abuse Claims, but Compensation will be paid as provided for in this Agreement. Where the Anglican Entities participate in validation, resolution or defence of an IRS Abuse Claim, it shall be at their own expense.
- 5.4 The Government and the Anglican Entities each accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.
- 5.5 The Anglican Entities and the Government agree that instructions given to their respective counsel will be consistent with the intent and terms of this Agreement.

- 5.6. Where the Anglican Entities elect not to participate in the validation, resolution or defence of IRS Abuse Claims, then the General Synod, and subject to the request being made via the General Synod, any Contributing Entity will at its own expense:
- 5.6.1 comply with all reasonable requests from the Government for information and assistance during the proceedings;
 - 5.6.2 provide counsel for the Government, and any researchers or experts retained by them, with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this Section will be used exclusively for the defence of the IRS Abuse Claim or Claims for which the information was sought unless otherwise agreed in writing;
 - 5.6.3 through a representative or one or both of them, participate in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim or Claims, and, provided the terms of this Agreement have been followed, collectively support the result achieved as if they had been represented by counsel and had defended the Claim or Claims;
 - 5.6.4 provide disclosure and production of relevant documents in their possession or control, provide witness statements on request, attend at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within their employ; and
 - 5.6.5 accommodate a Claimant's reasonable request that a representative of the Anglican Entities attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.
- 5.7 Where the Anglican Entities elect not to participate in the validation, resolution or defence of IRS Abuse Claims, the Government:
- 5.7.1 will facilitate all reasonable requests to ensure that where employees or former employees of the Anglican Entities or a Contributing Entity are the subject of an IRS Abuse Claim or Claims, such employees or former employees will have an opportunity to have their account of events heard in any resolution process. The Government will not be responsible for any expense related to the participation of the employee or former employee of the Anglican Entities or a Contributing Entity unless the Government requires the participation of such employee or former employee for its purposes;
 - 5.7.2 intends to participate in trials, ADRPs and other resolution processes as necessary to ensure that appropriate inquires are made of the Claimants and any other

witnesses, to lead such evidence as may be admissible and appropriate, and to make submissions; and

- 5.7.3 where an ADRP or other Resolution Process does not provide for a decision on Compensation, or in any out-of-court settlement, will participate in and may conclude negotiations to determine the amount of Compensation, provided the amount of Compensation is consistent with any standards and levels agreed to by the Government and the Anglican Entities.
- 5.8 The Government agrees to co-operate with the Anglican Entities to minimize the circumstances in which the Claimant pursues independent causes of action or theories of liability against the Anglican Entities.
- 5.8.1 The Government or the Anglican Entities will advise a Claimant and may advise the court that if either is liable for any portion of an IRS Abuse Claim, such Claimant will receive 100% of the Compensation, and no issue of apportionment between them need be litigated to secure full Compensation.

Reciprocal Releases and Indemnities

- 5.9 The Anglican Entities agree that they will bring no action or claim whatsoever against the Government or its counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agree that this Section shall operate as a full and complete defence to any such claim and that the Anglican Entities shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Anglican Entities further agree to jointly and severally indemnify the Government for any and all costs, expenses and damages suffered by the Government as a result of such action or claim being brought against the Government or its counsel by any of them.
- 5.10 The Government agrees that it will bring no action or claim whatsoever against the Anglican Entities or their counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agrees that this Section shall operate as a full and complete defence to any such claim and that the Government shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Government further agrees to indemnify the Anglican Entities for any and all costs, expenses and damages suffered by the Anglican Entities as a result of such action or claim being brought against the Anglican Entities or their counsel by the Government.
- 5.11 Section 5.9 and 5.10 do not operate to prevent the Government or the Anglican Entities bringing actions to enforce the provisions of this Agreement.

**PART VI
OTHER CLAIMS**

- 6.1 In addition to meeting their obligations under this Agreement, the Government and the Anglican Entities will be continuing their own programs to address the need for healing and reconciliation arising from the Indian Residential Schools. They will share information, and where feasible and appropriate, co-operate in their programs.
- 6.2 The Government and the Anglican Entities have individually determined that no basis exists at law to found a cause of action for loss or diminution of aboriginal language or culture arising from or connected to the operation of an IRS.
- 6.3 The Government and the Anglican Entities agree that efforts to assert claims referred to in Section 6.2 and any other claim arising from or connected to the operation of an IRS which is not an IRS Abuse Claim (hereinafter collectively referred to as a "Section 6.3 Claim"), will be vigorously opposed by them and they agree to co-operate in the defence of such claims.
- 6.4 Where a plaintiff in a Section 6.3 Claim is proceeding against only the Government as a defendant and not against one or more Anglican Entities then the Government will defend the claim against the Government.
- 6.4.1 Where the Government is of the opinion that one or more Anglican Entities are partially or wholly responsible for any liability arising from such claim, the Government shall, as early as reasonably possible, deliver written notice to the General Synod setting out a description of the Section 6.3 Claim and the basis upon which the Government asserts an Anglican Entity is responsible for the Section 6.3 Claim;
- 6.4.1.1 The General Synod may, following efforts to resolve the matter through Part VII, bring a motion in the proceedings to strike the notice on the basis that it does not disclose a reasonable cause of action.
- 6.4.2 The General Synod and the Missionary Society agree that as early as reasonably possible and no later than the start of trial, their counsel will attend in court and will consent to an order adding them as a party to the action and to the issuance of a judgment against them and in favour of the Government for contribution in the event the Government is found liable to the plaintiff. The extent of contribution required of the General Synod and the Missionary Society under the contribution judgment will be determined in accordance with Section 6.10 hereof, and the contribution maybe nominal or greater.

- 6.4.3 The General Synod and the Missionary Society will also advise the court that for the purpose of the trial and a judgment for contribution they accept joint and several responsibility for themselves, their employees and agents, and any Diocese whose territorial jurisdiction includes, or at the relevant time included, an IRS to which the claim pertains, and its employees and agents.
- 6.4.4 If the Government is found liable to the plaintiff, the General Synod on behalf of Anglican Entities shall then resolve the apportionment of liability for such action in accordance with the terms of Section 6.10. In support of this, the Government, the General Synod and the Missionary Society will advise the court of the terms of Section 6.10 no later than the outset of the trial, and will ask the court, to the extent consistent with determining the plaintiff's claim, including the defence thereof, to refrain from making findings as to apportionment of liability as between the Anglican Entities and the Government. Nothing herein shall restrict the evidence that the Government, the General Synod, or the Missionary Society may present at the trial of the plaintiff's claim.
- 6.5 Where the plaintiff in a Section 6.3 Claim has named the Government and any one or more Anglican Entities, and asserts that they are jointly and severally liable, the Government accepts that the Anglican Entities may seek the plaintiff's agreement to discontinue against them, but where the plaintiff does not, then the General Synod and the Missionary Society, where named, will advise the court that they consent to a judgement for contribution against them in favour of the Government, and where not named, agree to proceed as set out in Section 6.4.2. In either event, if a Diocese whose territorial jurisdiction includes, or at the relevant time included, an IRS to which the claim pertains, is not a party to the action, the General Synod and the Missionary Society agree to proceed as set out in Section 6.4.3.
- 6.5.1 The Government and the Anglican Entities will no later than the outset of the trial inform the court that it is not necessary to consider apportionment pending their efforts to resolve that issue pursuant to this Agreement. The Government and the Anglican Entities will inform the court of the terms of Section 6.10, and ask the court, to the extent consistent with determining the plaintiff's claim, including the defence thereof, to refrain from making findings as to apportionment of liability as between the Anglican Entities and the Government. They will also inform the court of a mechanism for the payment of the damages to the plaintiff subject to any stay or appeal. Nothing herein shall restrict the evidence that the Government and the Anglican Entities may present at the trial of the plaintiff's claim.
- 6.5.2 The extent of contribution required of the General Synod and the Missionary Society under the contribution judgment will be determined in accordance with Section 6.10 hereof and the contribution may be nominal or greater.

- 6.6. In the event of a breach of one or more of Sections 6.4.2, 6.4.3, and 6.5 by the General Synod or the Missionary Society, the Government may, by notice in writing to them, make a claim of default and require that it be rectified within 10 days. If such breach is not rectified within 10 days of delivery of such notice, or if within that time period the General Synod or the Missionary Society has not brought an application returnable on no more than 10 days' notice, for relief from the application of this Section in the specific instance, the Government may declare Part VI of this Agreement to be of no force and effect from and after expiry of 10 days following the date of delivery of such notice and Part VI shall thereupon be deemed to be and will thereupon be of no force and effect.
- 6.6.1 In addition to the provisions of Section 8.4, in the event the Government makes a declaration under Section 6.6, Part VI of this Agreement is severable from the other Parts of this Agreement which remain in full force and effect, but the obligations of the Anglican Entities under the General Synod Support Agreement shall apply only to Section 6.3 Claims in which trials had commenced before the date on which Part VI ceased to have force and effect pursuant to Section 6.6.
- 6.7 Where a plaintiff in a Section 6.3 Claim has named only an Anglican Entity as a defendant and not the Government and where the General Synod is of the opinion that the Government is partially or wholly responsible for any liability arising from such claim, then, as early as reasonably possible, the General Synod shall deliver a written notice to the Government setting out a description of the Section 6.3 Claim and the basis upon which the General Synod asserts the Government is responsible for the Section 6.3 Claim. In such circumstances, the Government will not oppose being added as a party defendant, third party or defendant by cross-claim in a Section 6.3 Claim, as the case may be, at the instance of the General Synod notwithstanding the discontinuance of and prohibition against third party claims and cross-claims set out in Section 6.11. The Government will be at liberty to raise in defence to an action or the third party claim or cross-claim all defences that were or are available to the plaintiff's claim and all defences available in a claim for contribution or indemnity.
- 6.8.1 Sections 6.4, 6.5 and 6.11, in their entirety, do not apply in a Section 6.3 Claim where a claimant sues in a representative capacity or where a party in a Section 6.3 Claim seeks to have the action certified as a class action or a court of competent jurisdiction has certified the action as a class action (hereinafter collectively referred to as a "Section 6.3 Class Action").
- 6.8.1.1 Any of the Government or one or more Anglican Entities may commence or continue, as the case may be, third party proceedings or cross-claims against each other in a Section 6.3 Class Action.

- 6.8.1.2 The Government and the Anglican Entities will participate in the defence of a Section 6.3 Class Action and, to the extent possible and consistent with each of the Government and one or more Anglican Entities representing its own interests, the Government and the Anglican Entities will cooperate with each other in the defence of a Section 6.3 Class Action.
- 6.8.2 Sections 6.1, 6.2, 6.3, 6.9 and 6.12 to 6.17, inclusive, apply in their entirety *mutatis mutandis* to a Section 6.3 Class Action.
- 6.8.3 In the event the Government obtains judgment against one or more Dioceses in a Section 6.3 Class Action, the General Synod and the Missionary Society, jointly and severally, will accept liability for such judgment.
- 6.8.4 Where the General Synod and the Missionary Society accept joint and several liability for a judgment against a Diocese in a Section 6.3 Class Action, the Government will only enforce such judgment against the General Synod and/or the Missionary Society and not against the Diocese.
- 6.8.5 In the event the Government obtains judgment against one or more Anglican Entities in a Section 6.3 Class Action, then the criteria set out in Section 6.10.1 apply to determine the amount of payment to be made by the General Synod and the Missionary Society on the judgment and the enforcement of the contribution shall be subject to Sections 6.10.7 and 6.10.8.
- 6.9.1 The Anglican Entities acknowledge that in Section 6.3 Claims the Government will be defending the claim against the Government only and in so doing will not be acting for the Anglican Entities and will defend the claim as it sees fit, whether or not its defence conflicts with the interests of the Anglican Entities, and the Government acknowledges that the Anglican Entities where they participate in the defence of these claims, will proceed on the basis of acting for themselves and not the Government.
- 6.9.2 Where the General Synod and the Missionary Society are not named by a plaintiff in a Section 6.3 Claim, but have agreed to judgment for contribution against themselves in accordance with this Agreement they may, but are not required to, participate in the trial of the plaintiff's claim. Whether or not they participate in the trial of the Plaintiff's claim, an affected Anglican Entity, to the extent possible without prejudicing its own interests, shall fully co-operate in the defence of the Section 6.3 Claim.
- 6.9.3 An Anglican Entity named as a party in a Section 6.3 Claim will provide production of documents, will produce its representatives for discovery and its witnesses at trial in accordance with the applicable rules of court and, to the extent possible without prejudicing its own interests, shall fully co-operate in the defence of the action. Anglican

Entities who are not named as a party in a Section 6.3 Claim will, at the request of the Government or the General Synod, provide production of documents, and produce their representatives for pre-trial examination and their witnesses at trial in accordance with the applicable rules of court for production from non-parties to a court proceeding.

6.10 Subject to any stay or appeal, where a court has imposed liability in an action set out in a Section 6.3 Claim, the Government and the Anglican Entities agree that the apportionment of their respective responsibilities to pay such liability shall be determined as follows:

6.10.1 The Government, the General Synod and, at its option, any Anglican Entity that is a party to a trial of a Section 6.3 Claim will in good faith negotiate an apportionment of such liability based on the following criteria:

- 6.10.1.1 A fair apportionment of moral, legal and financial responsibilities;
- 6.10.1.2 The voluntary nature of the Anglican Entities practising the Anglican religion in Canada;
- 6.10.1.3 The collective viability and sustainability of the Anglican Entities practising the Anglican religion in Canada;
- 6.10.1.4 The legal basis on which liability was found;
- 6.10.1.5 The level of participation of any part of the Anglican Entities in the development, administration or operation of any IRS from which the successful Section 6.3 Claim arises; and
- 6.10.1.6 The importance of sustaining the General Synod as an integral part of the Anglican Church of Canada.

6.10.2 If the Government and the Anglican Entities do not agree to an apportionment of liability under Section 6.10.1, then either may commence proceedings to determine the issue of contribution. In such proceedings, Section 6.4.3 applies.

6.10.3 In such proceedings, the Government and the Anglican Entities agree that the evidence in the trial of the plaintiff's action shall be evidence, together with any further evidence led by the Government or one or more Anglican Entities. The Government and the Anglican Entities also agree that the Reasons for Judgment in the plaintiff's action shall be available to and may be relied upon by the judge in the new proceedings, provided that findings made in the first trial shall not be binding upon the judge in the new proceedings, where, as a result of further evidence led in the second proceedings the judge determines that such findings

should not be relied upon in the second proceedings. The Anglican Entities and the Government agree that the only issue for determination in the proceedings is the extent of contribution to be paid. In such proceedings the Government shall only seek to impose liability to contribute against the General Synod and the Missionary Society who jointly and severally accept responsibility for themselves, their employees and agents and for any Diocese whose territorial jurisdiction includes, or at the relevant time included, an IRS to which the claim pertains, and its employees and agents.

- 6.10.4 In proceedings commenced under Section 6.7 and 6.10.2 the Government, and the General Synod and the Missionary Society on behalf of themselves and any other Anglican Entity, will be entitled to raise all defences as to the extent of contribution that were available to the plaintiff's claim in the first proceedings, and in determining whether the contribution shall be nominal or greater, the court shall have regard to all available defences. The Government will not rely on the terms of this Agreement to resist a defence asserted by or on behalf of an Anglican Entity.
- 6.10.5 For the purposes of an apportionment proceeding under Section 6.10.2, the Government will not oppose a Diocese in relation to whom the Government has given notice under Section 6.4.1, or that was named as a defendant in a Section 6.3 Claim, being a party to the apportionment proceeding for the following purposes only:
- 6.10.5.1 to provide documents and pre-trial and trial testimony for the purposes of the apportionment proceedings; and
 - 6.10.5.2 to allow the court to determine the legal responsibility of the Diocese, if any, for the purpose of determining contribution under Section 6.10.2.
- 6.10.6 In consideration of the Government agreeing to seek judgement to contribute only against the General Synod and the Missionary Society each Diocese shall execute a General Synod Support Agreement.
- 6.10.7 Where a court has determined the apportionment of liability as between the Anglican Entities and the Government and has awarded judgment in favour of the Government against the General Synod and the Missionary Society, and where the General Synod and the Missionary Society advise the Government that they cannot reasonably pay the judgment, they and the Government will make reasonable efforts to agree upon the amount to be paid and the terms of payment, and Sections 6.10.1 (apportionment principles) and 7.6 (mediation) apply.

- 6.10.8 Where discussions and mediation pursuant to Section 6.10.7 do not result in resolution of the amount to be paid, the Government further agrees that in any proceeding or step taken to enforce the judgment for contribution against the General Synod and the Missionary Society its recovery shall be limited to an amount determined by the court pursuant to the principles in Section 6.10.1. Such determination shall be by way of a summary application to a provincial superior court.
- 6.11 As soon as reasonably practicable, and no later than 60 days after the coming into force of this Agreement the Government and the Anglican Entities shall, on a without costs basis, discontinue all cross-claims and third party claims seeking contribution and indemnity from each other in all Section 6.3 Claims and hereby agree not to commence or continue any such cross-claims or third party claims in any Section 6.3 Claim without the consent of the other as set out herein or otherwise as provided for in this Agreement.
- 6.12 In order to minimize the expenses of the Anglican Entities, the Government, without acting for or representing the interests of the Anglican Entities, and where it can be done without compromising its own interests, will, wherever it and the Anglican Entities have a common defence position in Section 6.3 Claims:
- 6.12.1 consult with the Anglican Entities as to the best strategy to employ in the defence of the claim;
 - 6.12.2 prepare and pursue motions and procedural matters that are required, subject to the Anglican Entities continuing to be represented by separate counsel. The Anglican Entities agree to support such steps when taken by the Government;
 - 6.12.3 carry out and share with the Anglican Entities required legal, factual and historical research which is related to the plaintiff's claim and is not the subject of an applicable and asserted privilege;
 - 6.12.4 where permitted full access to Anglican Entities' files and archives, carry out the search for and production of documents;
 - 6.12.5 conduct examinations for discovery and pursue undertakings and motions arising from such discoveries;
 - 6.12.6 retain and pay experts it feels should provide evidence and lead such expert evidence at trial;
 - 6.12.7 prepare document and exhibit books for discovery and trial; and
 - 6.12.8 prepare legal research, legal argument, and briefs of case law for trial.

- 6.13 The Anglican Entities agree that in Section 6.3 claims, to the extent possible without prejudicing their own interests, they will support, or not oppose, motions or arguments advanced by the Government related to limitations, laches, Crown immunity, the prospective nature of s.35 of the *Constitution Act, 1982*, or the application of the Crown policy defence.
- 6.14 The Anglican Entities hereby further acknowledge and agree that they will bring no action or claim whatsoever against the Government or its counsel related in any way to the conduct of the validation, resolution or defence of any Section 6.3 Claim, and agree that this Section shall operate as a full and complete defence to any such claim and that the Anglican Entities shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Anglican Entities further agree to jointly and severally indemnify the Government for any and all costs, expenses and damages suffered by the Government as a result of such action or claim being brought against the Government or its counsel by any Anglican Entity or its counsel.
- 6.15 The Government acknowledges and agrees that it will bring no action or claim whatsoever against the Anglican Entities or their counsel related in any way to the conduct of the validation, resolution or defence of any Section 6.3 Claim, and agrees that this Section shall operate as a full and complete defence to any such claim and that the Government shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Government further agrees to indemnify the Anglican Entities for any and all costs, expenses and damages suffered by the Anglican Entities as a result of such action or claim being brought against the Anglican Entities or their counsel by either the Government or its counsel.
- 6.16 The Government and the Anglican Entities agree to establish a Cultural Claims Review Steering Committee which shall meet at the request of either to (a) review issues concerning the implementation of this Part and (b) consult on the most appropriate defence strategy for any claim or group of claims to which this Part applies.
- 6.17 In a Section 6.3 Claim the Government shall be responsible for and pay compensation for any liability shared with one or more Anglican Entities where the liability as found is based on one or more acts or omissions, all of which occurred after April 1, 1969.

PART VII
RESOLUTION OF DISPUTES CONCERNING THIS AGREEMENT

- 7.1 The Government and the Anglican Entities share the following objectives in the implementation of the Agreement, namely to:

- 7.1.1 co-operate with each other to develop harmonious working relationships;
 - 7.1.2 prevent, or, alternatively, to minimize disagreements;
 - 7.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and
 - 7.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.
- 7.2 The Government and the Anglican Entities agree that if any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, they will endeavor diligently to settle the dispute through good faith negotiations.
- 7.2.1 Section 7.2 does not abrogate the rights to terminate this Agreement set out in Sections 3.12 and 6.6, nor the right to seek specific performance set out in Section 7.7.
- 7.3 If the Government and the Anglican Entities do not resolve all the issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.
- 7.4 The Government and the Anglican Entities shall each, within (60) days of the execution date of this Agreement, appoint one person as their Nominee to an Implementation Steering Committee, for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other. The Government shall be entitled to one Nominee and the Anglican Entities shall be entitled to one Nominee.
- 7.5 The two Nominees constituting the Implementation Steering Committee shall meet at Ottawa in the Province of Ontario, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government and the General Synod.
- 7.6 If the Government and the Anglican Entities are unable to resolve the dispute through negotiations within 120 days, either may request the commencement of mediation to

resolve the dispute. The mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

7.6.1 The mediation will be conducted by one mediator jointly agreed upon by the Government and the Anglican Entities.

7.6.2 The Government and the Anglican Entities will make a serious attempt to resolve the dispute through mediation by:

7.6.2.1 identifying underlying interests;

7.6.2.2 isolating points of agreement and disagreement;

7.6.2.3 exploring alternative solutions;

7.6.2.4 considering compromises or accommodations; and

7.6.2.5 co-operating fully with the mediator and giving prompt attention to and responding to all communications from the mediator.

7.6.3 The Government or the Anglican Entities may withdraw from mediation at any time by giving at least 21 days' written notice of their intention to the other and the mediator.

7.7 Notwithstanding Section 7.6, the Government may by notice in writing request that an Anglican Entity or the Corporation comply with a commitment made in this Agreement.

7.7.1 Where the Government has delivered written request to an Anglican Entity or the Corporation in accordance with this Agreement to have the recipient comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the Anglican Entity or the Corporation is located for a mandatory order that it immediately comply with its obligation.

7.7.2 The Anglican Entity or the Corporation may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.

7.7.3 If the court hearing the summary application finds that an Anglican Entity or the Corporation has failed to comply with its obligations under this Agreement, the court may order that it immediately comply with its obligations.

**PART VIII
GENERAL**

- 8.1 Where the Government has concluded a settlement agreement with a denomination or church entity other than the Anglican Entities with respect to IRS Abuse Claims arising from Indian residential schools, whether before or after the execution of this Agreement, which includes provisions that in their entirety are more favourable than those contained in this Agreement in their entirety, and where such more favourable provisions are unrelated to the specific circumstances of such denomination or church entity, the Government, at the request of the Anglican Entities, shall negotiate with the Anglican Entities with a view to amending this Agreement to incorporate provisions no less favourable than those in the other settlement agreement.
- 8.2 Notice shall be given, save as otherwise specifically provided, in writing addressed to the Party for whom it is intended and shall be deemed received by the other Party on the day it is signed for if sent by certified mail, and if sent by facsimile, it shall be deemed received on the business day next following the date of transmission. The mailing and facsimile addresses of the Parties shall be:

8.2.1 As to the General Synod and the Missionary Society:

600 Jarvis Street
Toronto, Ontario M4Y 2J6

Attention: General Secretary
Fax: 416 924-0211

Copy to: Cassels, Brock & Blackwell
Barristers & Solicitors
Suite 2100 40 King Street West
Toronto, Ontario M5H 3C2

Attention: John Page
Fax: 416 640-3038

Copy to: McKercher McKercher & Whitmore
Barristers & Solicitors
1100 - 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4

Attention: Peter A. Whitmore, Q.C.
Fax: 306 781-7113

8.2.2 As to the Corporation:

600 Jarvis Street
Toronto, Ontario M4Y 2J6

Attention: General Secretary
Fax: 416 924-0211

Copy to: Cassels, Brock & Blackwell
Barristers & Solicitors
Suite 2100 40 King Street West
Toronto, Ontario M5H 3C2
Attention: John Page
Fax: 416 640-3038

Copy to: McKercher McKercher & Whitmore
Barristers & Solicitors
1100 - 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4

Attention: Peter A. Whitmore, Q.C.
Fax: 306 781-7113

8.2.3 As to the Government:

Deputy Minister
Indian Residential Schools Resolution Canada
3rd floor, 90 Sparks Street
Ottawa, Ontario K1A 0H4

Fax: 613 996-2811

Copy to: Department of Justice Legal Services,
3rd Floor, 90 Sparks Street
Ottawa, Ontario K1A 0H4

Attention: Senior Counsel
Fax: 613 996-1810

Copy to: Deputy Attorney General of Canada
Department of Justice Building
284 Wellington Street
Ottawa, Ontario K1A 0H8

Attention: Assistant Deputy Attorney General,
Aboriginal Law
Fax: 613 996-4737

or any other mailing or facsimile address as the Parties from time to time may notify each other of in writing.

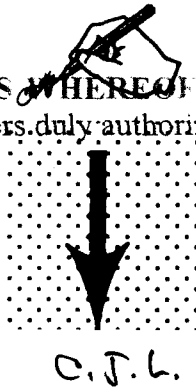
- 8.3 This Agreement shall be binding on and enure to the benefit of the General Synod, the Missionary Society, the Corporation, and their respective successors and assigns and the Government.
- 8.4 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement, which shall be deemed severable from the prohibited or unenforceable provision, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- 8.5 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a Party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.
- 8.6 No waiver or act or omission of a Party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that Party of any provision of this Agreement or the results or the rights resulting from it.
- 8.7 Time shall be of the essence in this Agreement.
- 8.8 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of an Anglican Entity or as a Claimant.
- 8.9 This Agreement constitutes the entire Agreement among the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect of it.
- 8.10 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this

Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

8.11 The Government and the Anglican Entities acknowledge that their participation in the negotiations leading to the execution of this Agreement, the Contribution and Cooperation Agreement and the General Synod Support Agreement, and the execution of these agreements, does not constitute any admission by the Government or the Anglican Entities that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Anglican Entities agree that they will not advance as evidence or argument, in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement, the Contribution and Cooperation Agreement, and the General Synod Support Agreement.

8.12 This Agreement may be signed in counterparts.

IN WITNESS ~~WHEREOF~~ the Parties have caused this Agreement to be executed by their respective officers, duly authorized as of the date stated above.



THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

Per: Michael G. Pears

Per: J. Boyle

THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA

Per: Michael G. Pears

Per: J. Boyle

THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION

Per: J. Boyle

Per: [Signature]

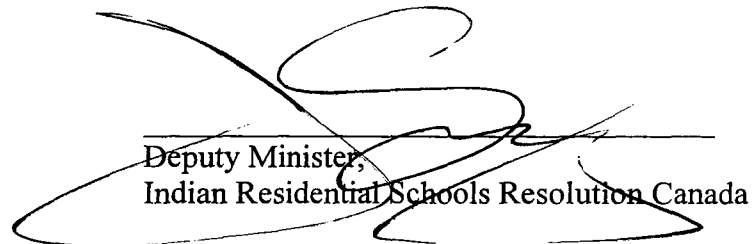
This is page 32 of the Settlement Agreement entered into as of the date first above written between Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Indian Residential Schools Resolution Canada, the General Synod of the Anglican Church of Canada, the Missionary Society of the Anglican Church of Canada, and the Anglican Church of Canada Resolution Corporation

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister responsible for Indian Residential Schools Resolution Canada



Minister

Witnessed by:



Deputy Minister,
Indian Residential Schools Resolution Canada

SCHEDULE "A"

INDIAN RESIDENTIAL SCHOOLS RELATED TO ANGLICAN ENTITIES

British Columbia:

St. Michael's	Alert Bay
St. George's	Lytton
Yale, (All Hallows Boarding School)	Yale Station, Fraser River
Metlakatla	Metlakatla

Yukon:

Carcross, Chooultla IRS	Carcross
St. Paul's Hostel	Dawson
Yukon Hostel	Whitehorse

Northwest Territories:

All Saints (Aklavik IRS)	Aklavik
Stringer Hall	Inuvik
Fort MacPherson Residence	Fort MacPherson
Hay River	Hay River – Treaty 8
Fort Simpson Hostel / Bypass Hall	Fort Simpson

Alberta:

Lesser Slave Lake (St. Peter's)	Lesser Slave Lake
Old Sun, (Blackfoot IRS)	Gleichen, Blackfoot Reserve

Sarcee Boarding School	Sarcee Junction
St. Cyprian	Brocket, Peigan Reserve
St. Paul's Boarding School (Blood)	Blood Reserve
Wabasca, (St. John's IRS)	Wabasca
Whitefish Lake, (St. Andrew's IRS)	St. Andrew's Mission

Saskatchewan:

Battleford Industrial School	Battleford
Gordon's Residential School	Gordon's Reserve
Lac la Ronge (Prince Albert)	La Ronge
Montreal Lake	Montreal Lake
Onion Lake (St Barnabas, Prince Albert)	Makao's Reserve
PAIRS (All Saints – Boys, St. Alban's -Girl's, PAISEC)	Prince Albert

Manitoba:

Elkhorn, (Washakada)	Elkhorn
Mackay	The Pas, Dauphin
Rupert's Land, (St. Paul's)	Near Winnipeg

Nunavut:

Coppermine Hostel	Coppermine
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Ontario:

Chapleau, (St. Joseph's, St. John's)	Chapleau
Moose Factory, (Horden Hall, Moose Fort)	Moose Island
Mohawk Institute	Brantford

Pelican Lake

Sioux Lookout

Shingwauk

Sault Ste. Marie

Quebec & Atlantic:

Fort George

Fort George

La Tuque

La Tuque

SCHEDULE "B"**PAYMENTS BY CONTRIBUTING ENTITIES**

Organization	Contribution
General Synod	\$ 2,997,000
Missionary Society (MSCC)	\$3,000
Toronto	\$5,040,000
Huron	\$2,100,000
Ottawa	\$1,600,000
New Westminster	\$1,600,000
Niagara	\$1,885,000
Nova Scotia and PEI	\$1,200,000
Ontario	\$1,100,000
British Columbia	\$1,003,399
Fredericton	\$762,000
Algoma	\$725,000
Eastern Nfld. & Lab	\$600,000
Calgary	\$200,000
Montreal	\$500,000
Rupert's Land	\$470,000
Qu'Appelle	\$400,000
Central Nfld.	\$345,000
Western Nfld.	\$345,000
The Arctic	\$466,643
Brandon	\$253,452
Edmonton	\$500,000
Saskatoon	\$300,000
Kootenay	\$274,800
Keewatin	\$185,000
Saskatchewan	\$225,000
Caledonia	\$150,000
Moosonee	\$150,000
Quebec	\$135,000
Athabasca	\$125,000
Yukon	\$76,224
Cariboo	\$10,000
Total	\$25,726,518

The Contributing Entities agree to pay the amount stated in full as provided for in the Contribution and Cooperation Agreement, over a period of five years commencing March 15, 2003. The General Synod's contribution will be paid as provided for in Section 3.4 of the Settlement Agreement.

CHARLES BAXTER, SR. AND ELIJAH BAXTER ET AL - and - THE ATTORNEY GENERAL OF CANADA

Plaintiffs

Defendant

Court File No. 00-CV-192059CP

**ONTARIO
SUPREME COURT OF JUSTICE)
Proceeding commenced at Toronto**

AFFIDAVIT OF JAMES BRUCE BOYLES

CASSELS BROCK & BLACKWELL
Barristers and Solicitors
Suite 2100
40 King Street West
Toronto, Ontario
M5H 3C2

S. John Page
LSUC #19650Q
(416) 869-5481

Solicitors for the Third Party, The General Synod
of the Anglican Church of Canada and the
Missionary Society of the Anglican Church of Canada

02223

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN

CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS

**DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE,
SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION
DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

AFFIDAVIT OF JAMES VINCENT SCOTT

I, James Vincent Scott, of the Municipality of Chelsea, in the Province of Quebec,
MAKE OATH AND SAY as follows:

1. I am the General Council Officer of the Residential Schools Steering Committee of The United Church of Canada, and as such have knowledge of the matters hereinafter deposed.
2. This Affidavit is sworn on behalf of The United Church of Canada, the Methodist Church of Canada, the Board of Home Missions of The United Church of Canada, the Women's Missionary Society of The United Church of Canada, and the Missionary Society of the Methodist Church of Canada (hereinafter collectively referred to as "The United Church Entities"), all of whom are third parties to the within proceeding.
3. The United Church of Canada was founded pursuant to a covenant formed between the members of its founding churches, and was incorporated between 1924 and 1926 by the Parliament of Canada and the Legislatures of the various provinces. The statutes adopted the said covenant and were and are each known as *The United Church of Canada Act*.
4. The Methodist Church was one of the founding churches of The United Church of Canada, and was described in *The United Church of Canada Act* as including "the body corporate known as the Methodist Church and all bodies corporate established or created by The Methodist Church or any Conference thereof under the provisions of any statute of the Parliament of Canada, or the Legislature of any Province thereof ... and all Methodist congregations separately incorporated under any statute of any Province of

the Dominion of Canada". Pursuant to *The United Church of Canada Act*, the several corporations described as "The Methodist Church" merged into the corporation of The United Church of Canada.

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

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

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

8. From approximately September, 2003, and continuing, to date, I have acted as the General Council Officer of the Residential Schools Steering Committee of The United Church of Canada, and in this capacity have instructed counsel representing The United Church Entities in Indian Residential School litigation throughout Canada. In this role, I have gained a familiarity with the Indian Residential School system and with the role of The United Church Entities in that system, as well as with respect to the litigation arising out of that system.

9. The United Church of Canada (hereinafter "The United Church") was involved in the operation of certain Indian Residential Schools (hereinafter "IRS") from 1925 to 1969. The United Church came into existence in 1925 as a result of amalgamation of all Methodist, Congregationalist, and some Presbyterian congregations in Canada. As of that date, The United Church succeeded The Methodist Church with respect to all IRS associated with The Methodist Church. In addition, The United Church succeeded The Presbyterian Church with respect to some of the IRS associated with The Presbyterian Church, with other schools continuing to be associated with The Presbyterian Church.

10. A list of the IRS which The United Church Entities were involved, or are alleged to have been involved, in the operation of is attached as Exhibit "A" to this my Affidavit.

11. Beginning in approximately 1995, The United Church Entities began to be named as Defendants in actions commenced by persons who attended IRS and as Third Parties by the Federal Government, who was named as a Defendant in actions commenced by persons who attended IRS. To date, The United Church Entities have been named as Defendants or Third Parties in approximately 1,003 actions in Ontario, Manitoba, Saskatchewan, Alberta, and B.C. In addition, The United Church Entities have been named as Third Parties in the Baxter National Class Action commenced in Ontario, in which certification is pending. The United Church has also been named in a Class Action commenced in Saskatchewan.

12. Unlike the other Protestant churches, The United Church did not enter into a prior settlement agreement with the Government. Rather, The United Church was involved in ongoing litigation with the Federal Government with respect to, among other issues, the

apportionment of responsibility for the wrongs committed or alleged to have been committed at IRS. Pending resolution of that issue by The Supreme Court of Canada, The United Church and the Federal Government had an informal arrangement whereby The United Church paid 25 to 30 percent of IRS settlements, on a case by case basis. In addition, The United Church participated in the IRS Dispute Resolution ("D.R.") Program which the Federal Government put in place to address IRS claims, and contributed 30 percent towards the resulting DR awards relating to claims involving The United Church.

13. To March 15th, 2006, The United Church has paid, on behalf of itself and The United Church Entities, approximately \$4,592,500.00 towards Judgments and settlement of IRS actions. In addition, The United Church has paid approximately \$1,403,500.00 towards DR Awards. Accordingly, to March 15th, 2006, The United Church has paid a total of approximately \$5,996,000.00 towards the resolution of IRS claims.

14. In addition to the foregoing, as of March 15th, 2006, there were approximately 258 outstanding DR claims involving The United Church, which had not been resolved.

15. In June, 2005, The United Church was requested by the Honourable Frank Iacobucci to participate in discussions with the objective of bringing a fair and just resolution to both the legal and non-legal issues arising from the IRS legacy. Counsel on behalf of The United Church has participated in these discussions, and The United Church Entities are parties to the Indian Residential School Settlement Agreement (hereinafter "IRSSA") for which court approval is sought.

16. As part of the IRSSA negotiations, the Federal Government and all of the involved church organizations (i.e. Roman Catholic, Anglican, The United Church, and the Presbyterian Church) agreed that each church organization should be treated in a proportionally equal and consistent manner. Accordingly, each church organization is to contribute a proportionally equal financial amount to the IRSSA, such proportionality being derived from the percentage of the IRS cases in which each church organization was involved.

17. The proportional contribution of the churches was calculated based on the Catholic contribution. Under the IRSSA, the financial contribution of the Catholic Entities is to be between \$54,000,000.00 and \$79,000,000.00, depending upon the outcome of the fundraising campaign which the Catholic Entities are to undertake pursuant to the IRSSA, in best efforts to raise an additional \$25,000,000.00. The Catholic Entities have over 75 percent of the IRS cases. The United Church has less than 7 percent of the claims.

18. In addition, all church organizations agreed to non-financial terms, such as cooperating with and participating in the Truth and Reconciliation Commission which is to be established under the IRSSA. This participation in the Truth and Reconciliation Commission will entail a significant commitment from the churches, in terms of resources and person hours, which is in addition to the financial contribution of the churches under the IRSSA, as set out above.

19. In accordance with the foregoing, the Federal Government and The United Church entered into an agreement (hereinafter "The United Church Agreement"), pursuant to which the maximum that The United Church is required to contribute towards the resolution of IRS claims (although it is free to contribute more, at its discretion) is between \$6,455,020.00 and \$6,891,170.00 (depending upon whether the Catholic Entities raise over \$20,000,000.00 in the fundraising campaign, as above). This is inclusive of the money already contributed by The United Church, as above.

20. Of its total financial contribution, The United Church can, at its discretion, make up to \$2,180,750.00 in "in kind" contributions (as that term is defined in the United Church Agreement) to fund eligible programs to assist with healing and reconciliation for former IRS students and their families.

21. The United Church Agreement is attached as Schedule "O-4" to the IRSSA.

22. In addition to the foregoing, beginning in 1994 The United Church established The Healing Fund of The United Church of Canada, to assist in the funding of community based healing projects initiated by Aboriginal people to assist former IRS students. Since 1994, The United Church has provided over \$2,700,000.00 to The

Healing Fund. The Healing Fund is completely separate and apart from the financial obligations of The United Church under the IRSSA.

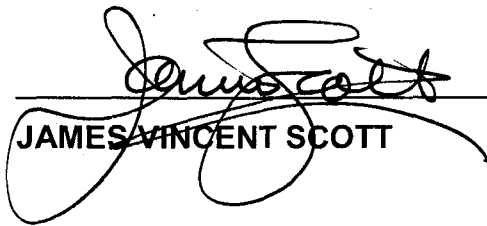
23. This Affidavit is sworn in support of a motion to approve the IRSSA.

SWORN BEFORE ME)

at the City of Toronto, this)

14th day of June, 2006.)


A Commissioner, etc.)


_____)
JAMES VINCENT SCOTT

02232

This is Exhibit A referred to in the
affidavit of James Vincent Scott
sworn before me, this 14th
day of June 2006

EXHIBIT "A"


.....
COMMISSIONER FOR TAKING AFFIDAVITS

INDIAN RESIDENTIAL SCHOOLS RELATED TO THE UNITED CHURCH

At any and all times:

British Columbia

Cocqualeetza

Kitimaat

Alberta

Edmonton Indian Residential School

Morley Indian Residential School

Manitoba

Brandon Indian Residential School

Norway House Indian Residential School

Ontario

Mount Elgin Indian Residential School

After June 10, 1925:

British Columbia:

Ahousaht Indian Residential School

Alberni Indian Residential School

Saskatchewan

File Hills Indian Residential School

Round Lake Indian Residential School

Manitoba

Portage la Prairie Indian Residential School

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR. JUSTICE)
WARREN K. WINKLER)

FRIDAY, THE
19TH DAY OF MAY, 2006

)

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF

VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS

OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA

Third Parties

AFFIDAVIT OF STEPHEN KENDALL

I, Stephen Kendall, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY as follows:

1. I am the Principal Clerk of The Presbyterian Church in Canada and as such have knowledge of the matters herein stated.

2. The Presbyterian Church in Canada (the "Church"), is an unincorporated association which includes congregations, members and adherents of The Presbyterian Church in Canada who did not become part of the United Church of Canada on June 10, 1925, together with persons who have since that date joined The Presbyterian Church in Canada as members or adherents. The Church was referred to in *An Act to Incorporate The Trustee Board of The Presbyterian Church in Canada*, S.C. 1939, c. 64 and *An Act respecting the United Church in Canada*, S.C. 1939, c. 65.

3. The Trustee Board of The Presbyterian Church in Canada (the "Trustee Board"), is a body corporate. The Trustee Board was incorporated by a Special Act of Parliament entitled *An Act to Incorporate The Trustee Board of The Presbyterian Church in Canada* S. C. 1939, c. 64 and was recognized by the Ontario Legislature in *An Act respecting the Trustee Board of The Presbyterian Church in Canada*, S. O. 1939, c. 69. The Trustee Board holds title to the property of the Church, subject to certain property of local congregations which is held by their own trustees.

4. For the period from approximately 1998 and continuing to date, I have acted as the Church officer managing and instructing counsel in Indian Residential School actions in Manitoba and Ontario and, in the course of this representation, I gained familiarity with the Indian Residential School system.

5. During the period beginning in approximately 1886 and continuing to 1969 the Church, directly and through the unincorporated entities described in paragraphs 6 and 7 below, were involved or alleged to be involved in the operation of the Indian Residential Schools ("IRSs") listed in Exhibit "A" to my Affidavit.

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

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

8. Beginning in approximately 1998, the Church began to be named as a defendant in actions commenced by persons who attended IRSs and as a third party by the federal government who had been named as a defendant in actions commenced by persons who attended IRSs. To date, the Church and Trustee Board have been named as defendants or third parties in the following actions throughout Canada:

- (a) approximately 140 individual actions either brought directly by plaintiffs or by way of third party claims commenced by the federal government; and

- (b) the Baxter national class action commenced in Ontario in which certification is pending.

9. In late 2002, the Church began direct discussions with the federal government to arrive at an agreement which would bring an end to disputes between the Church and the federal government relating to apportionment of liability and provide for a contribution to settlements from the Church and Trustee Board.

10. On February 13, 2003, the Church, the Trustee Board and the federal government entered into a Settlement Agreement which is attached as Exhibit "B" to my Affidavit.

11. By way of summary, the Settlement Agreement provides that the federal government and the Church will discontinue all third party claims against each other and not commence any further third party claims. The Church and Trustee Board agreed to create a Settlement Fund in the amount of \$2,100,000 which would be used to contribute to 30% of any settlement or trial verdict of an individual civil action or to an award under the Dispute Resolution process that was being designed and is now in place for survivors to bring individual claims.

12. A further term of the Settlement Agreement provided that once the \$2,100,000 Settlement Fund had been fully paid out by way of the 30% contribution described, the federal government would pay the full amount of the claims subject to the Settlement Agreement directly or by way of indemnification of the Church and The Trustee Board.

13. The Settlement Fund created by the Settlement Agreement dated February 13, 2003 is maintained as a segregated amount and is the source of funds for making the 30% payments on behalf of the Church and Trustee Board.

14. As at March 10, 2006, the following is a summary of the number of court actions and settlements and ADR settlements contributed to by the Church pursuant to the Settlement Agreement.

Settlements Paid to Date (Litigation)	\$156,809
Number of Claimants (approximate)	5
ADR Settlements Paid to Date	\$210,085
Number of ADR Claimants Settled	15
Total Paid out of Settlement Fund	\$366,894

15. In June, 2005, the Church was requested by the Honourable Frank Iacobucci to participate in discussions with the objective of bringing a fair and just closure to both the legal and non-legal issues arising from the IRS legacy. Counsel on behalf of the Church has participated in these discussions and the Church and Trustee Board are parties to the Indian Residential Schools Settlement Agreement ("IRSSA") for which court approval is sought.

16. One of the outcomes of the IRSSA was that certain Roman Catholic church organizations entered into a Settlement Agreement with the federal government which had an impact on the existing Church and Trustee Board Settlement Agreement. Specifically, section 8.1 of the Settlement Agreement provided that where the federal government concluded a Settlement Agreement with a denomination or church entity other than the Church and Trustee Board with respect to an IRS Abuse Claim, which included in their entirety provisions that were more favourable than those contained in the Settlement Agreement, the federal government at the request of the Church and Trustee Board was obliged to negotiate with the Church with a view to amending the Settlement Agreement to incorporate provisions no less favourable than those in the other Settlement Agreement.

17. Pursuant to the agreement made between the federal government and the Roman Catholic Entities, which is Schedule 0-3 to the IRSSA, the Settlement Agreement was amended by way of an Amending Agreement to provide the following:

- i. The total amount to be paid by the Church and Trustee Board is reduced to an amount between \$900,700 and \$1,317,700 (depending on the amount raised by the Catholic Entities in a fundraising drive pursuant to the Catholic Settlement Agreement) from the present sum of \$2,100,000;
- ii. From the date that the Amending Agreement comes into force, the federal government will pay all IRS Abuse Claims whether they are paid under the existing DR model, the Independent Assessment Process ("IAP") which is part of the IRSSA, settlements of civil claims, or court judgments;
- iii. The remainder of the \$900,700 to \$1,317,700 in the Settlement Fund not paid as a contribution to claims to date, will be used for the Church's contribution to IRS Abuse Claims up to the date the Amending Agreement comes into force and continuing, at the discretion of the Church; the funding of a Presbyterian Fund for Healing and Reconciliation which will make grants to assist with the healing and reconciliation of former IRS students and their families; and for eligible in kind contributions to assist with healing and reconciliation of former IRS students and their families.

18. The Amending Agreement, as executed by the Church and the Trustee Board, is Schedule 0-1 to the IRSSA.

19. Pursuant to the Settlement Agreement as amended by the Amending Agreement, the Church and Trustee Board will have and will contribute between \$900,700 and \$1,317,700, depending on the amount raised by the Catholic Entities in a fundraising drive pursuant to the Catholic Settlement Agreement, towards judgments, settlement of civil actions, payments under the existing Dispute Resolution Model,

funding grants made by the Presbyterian Fund for Healing and Reconciliation of and in-kind payments.

20. This Affidavit is sworn in support of a motion to approve the IRSSA.

SWORN before me at the City of Toronto

this 2nd day of June

2006.



Stephen Kendall

SCHEDULE "A"

INDIAN RESIDENTIAL SCHOOLS RELATED TO THE CHURCH

AT ANY TIME:

Alberta

Stoney Plain

Saskatchewan

Regina Industrial School

Muscowepetung

Crowstand

Manitoba

Birtle Indian Residential School

Ontario

Cecilia Jeffrey Indian Residential School

BEFORE JUNE 10, 1925

British Columbia

Ahousaht Indian Residential School

Alberni Indian Residential School

Saskatchewan

File Hills Indian Residential School

Round Lake Indian Residential School

Manitoba

Portage la Prairie Indian Residential School

This is a true and correct copy of the original as shown to me, this *2nd* day of *June* 20 *06*
Stephen Kendall
 Notary Public for the Province of Saskatchewan
Rejo Paf.
 A C C E S S I O N A R I O R T A B L E A P P R O V E D

02242
Stephens Kendall
2nd
June 2003

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 3th DAY OF FEBRUARY 2003

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR
INDIAN RESIDENTIAL SCHOOLS RESOLUTION, CANADA
(hereinafter referred to as the "Government")**

and

**THE PRESBYTERIAN CHURCH IN CANADA,
(hereinafter referred to as the Church)**

and

**THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA
(hereinafter referred to as the "Board")**

WHEREAS the Government and the Church participated in developing and operating a system of residential schools for Aboriginal children in Canada;

AND WHEREAS the Government has apologized and the Church has offered a confession for the unintended harm to Aboriginal people incurred at residential schools;

AND WHEREAS a number of former residential school students have alleged abuse and other wrongs against the Government and the Church;

AND WHEREAS the Government and the Church recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS former students who were abused at residential schools should be paid Compensation for injuries resulting from Validated Claims;

AND WHEREAS the Government and the Church agree to share responsibility for abuse at the residential schools and to establish a framework to apportion and pay Compensation owing for Validated Claims;

AND WHEREAS the Government and the Church are committed to working jointly with Claimants to develop fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma

for Claimants while also protecting the reputations of named abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Church in Canadian society and through this Agreement supports its ongoing viability;

THIS AGREEMENT WITNESSETH:

PART I DEFINITIONS

1.1 For all purposes of this Agreement and of all indentures, agreements or other instruments supplemental hereto or in confirmation, amendment or modification hereof, the terms defined in this Part shall have the following meanings unless otherwise expressly defined in such other documents:

“ADRP” means an alternate dispute resolution process or processes established in accordance with Part II of this Agreement.

“Agreement”, “hereto”, “herein” and similar expressions refer to this Agreement and any amendments thereto and include all schedules attached to this Agreement.

“Board” means The Trustee Board of The Presbyterian Church in Canada, incorporated by a Special Act of Parliament entitled An Act to incorporate The Trustee Board of the Presbyterian Church in Canada, S.C. 1939, c. 64, as amended by An Act respecting The Trustee Board of The Presbyterian Church in Canada Act, S.C. 1962-63, c. 23, as further amended by An Act respecting The Trustee Board of The Presbyterian Church in Canada, S.C. 1966-67, c. 116, and recognized by the Ontario Legislature in An Act respecting the Trustee Board of The Presbyterian Church in Canada, S.O. 1939, c. 69, and by similar legislation in the other provinces of Canada.

“Claimant” means a former student of an IRS or other person who has made an IRS Abuse Claim.

“Church” means The Presbyterian Church in Canada, an unincorporated association which includes congregations, members and adherents of The Presbyterian Church in Canada who did not become part of the United Church of Canada on June 10, 1925, together with persons who since that date have joined The Presbyterian Church in Canada as members or adherents, and the General Assembly, its committees and commissions, the Assembly Council, and all synods, presbyteries, and sessions of The Presbyterian Church in Canada, but

does not include employees or agents of the Church except in the capacity they hold in common with all members and adherents.

“Compensation” means damages, Costs and interest as awarded or agreed upon in an IRS Abuse Claim.

“Costs” means assessed costs, agreed upon costs or ADRP costs to be paid to a Claimant for an IRS Abuse Claim.

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

“Government” means the Government of Canada.

“IRS” means one or more of the Indian Residential Schools set out in Schedule “A” hereto, and Indian Residential School has the same meaning.

“IRS Abuse Claim” means a claim for Compensation for the mistreatment or neglect of a child arising from or connected to the operation of an Indian Residential School, other than a claim arising from loss or diminution of aboriginal language or culture, that is founded on:

- one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government, the Church or the Board has or accepts vicarious liability;
- negligence or breach of fiduciary duty where the Government, the Church or the Board has or accepts any part of the legal responsibility;
- any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government, the Church or the Board has or accepts any part of the legal responsibility.

“Receiver” includes Receiver-Manager.

“Resolution Process” means a method other than an ADRP used to resolve IRS Abuse Claims outside the litigation process.

“Settlement Fund” means the fund established by the Church pursuant to this Agreement, such fund to be used for the purposes of paying Compensation to Claimants.

“Validated Claim” means an IRS Abuse Claim that has been found to be proven:

- by a final decision of an ADRP, other Resolution Process or a court;
- or as a result of an assessment conducted by Government counsel in accordance with this Agreement.

“WMS” means the Women’s Missionary Society of The Presbyterian Church in Canada which entered into agreements dated May 22, 1962, with Her Majesty the Queen in Right of Canada, for the operation of the Cecilia Jeffrey Indian Residential School and the Birtle Indian Residential School and which reports annually to The General Assembly of The Presbyterian Church in Canada.

1.2 The following Schedule is appended to this Agreement and is incorporated into and forms part of it by this reference as fully as if contained in the body of this Agreement:

1.2.1 Schedule A: Indian Residential Schools Related to the Church.

1.3 For the purpose of Sections 2.3, 2.18, 4.5, 4.6, 4.7, 4.8, 5.6.1, 5.8, 5.9, 6.14, 6.15, 8.2, and 8.13 of this Agreement, the Church includes The Foreign Mission Committee and the WMS.

PART II MUTUAL COMMITMENT TO THE FAIR, SAFE AND EFFECTIVE RESOLUTION OF CLAIMS

2.1 The Church, the Board and the Government agree that validation, resolution or defence of a specific IRS Abuse Claim or Claims will be in accordance with the terms set out in this Agreement.

2.2 The Church, the Board and the Government agree to co-operate in the fair, safe and effective validation, resolution and defence of IRS Abuse Claims by:

2.2.1 developing and implementing ADRPs or other Resolution Processes with input from stakeholders in accordance with the principles set out herein;

2.2.2 settling litigation through negotiations, pre-trial conferences or court-directed mediation, or other agreed-upon means; and

2.2.3 conducting trials and appeals where necessary to resolve issues.

2.3 As soon as reasonably practicable, and no later than 60 days after this Agreement comes into force the Government, the Church and the Board will, on a without-

costs basis, discontinue third party claims and cross-claims against each other for IRS Abuse Claims, and hereby agree not to commence or recommence any further third party claims or cross-claims for IRS Abuse Claims against each other except on consent or as permitted by this Agreement.

2.3.1 Nothing in section 2.3 prevents the issuance of a third party notice or cross claim as permitted by Part VI of this Agreement.

2.3.2 The Church, the Board and the Government agree that such discontinuance shall not affect the apportionment of payment of Compensation as set out in Part IV.

2.4 The Church, the Board and the Government agree that they will use validation processes which:

2.4.1 distinguish valid IRS Abuse Claims from unfounded IRS Abuse Claims;

2.4.2 employ mechanisms that are fair to Claimants and alleged abusers;

2.4.3 are confidential, respectful and safe for all participants;

2.4.4 are cost effective in relation to the specific issues to be resolved; and

2.4.5 lead to Compensation or other appropriate remedies for Validated Claims.

2.5 All ADRPs and other Resolution Processes will, to the extent possible, reflect key principles including the following:

2.5.1 information relating to validation and settlement processes will be made available to Claimants;

2.5.2 Claimants will participate on a voluntary basis;

2.5.3 counselling and other support services will be provided to help protect the safety of participants;

2.5.4 process costs including legal costs for all participants will be minimized;

2.5.5 Claimants will have access to independent legal advice;

2.5.6 processes will be non-adversarial and will attempt to avoid unnecessary trauma for Claimants and will attempt to protect all parties from unfounded allegations;

2.5.7 processes will be geographically and culturally accessible to Claimants;

- 2.5.8 the evidentiary standards applied will be appropriate to ensure effective validation of the IRS Abuse Claims.

Claims Proceeding within ADRPs

- 2.6 The Church, the Board and the Government agree that issues arising within the ADRPs will be dealt with according to standards set out in this Agreement, and where this Agreement is silent, existing legal principles will be followed in designing and implementing ADRPs.
- 2.7 The Church, the Board and the Government will, at a minimum, accept into an ADRP an IRS Abuse Claim by a Claimant who is seeking Compensation from them based on their vicarious liability for abuses alleged to have been committed by one or more of the following IRS workers:
- 2.7.1 dormitory supervisor;
 - 2.7.2 childcare worker;
 - 2.7.3 principal;
 - 2.7.4 administrator;
 - 2.7.5 teacher;
 - 2.7.6. priest, minister and other clergy; and
 - 2.7.7 other employees whose specific duties gave rise to particular opportunities for child abuse.
- 2.8 The Government, the Board and the Church may agree to include additional IRS Abuse Claims and to determine fault-based liability issues within ADRPs.
- 2.9 Where a liability issue pertaining to an IRS Abuse Claim has not been accepted as appropriate for resolution within ADRPs, the Government, the Board and the Church will consider ways to facilitate the early resolution of the issue by the courts with a view to considering expansions of the scope of the ADRPs. The Government, the Board and the Church agree to negotiate whether to include within ADRPs additional categories of IRS abuse cases once the courts have determined the liability issue in question at a level that resolves the matter for them.
- 2.10 The ADRPs will include a fair, safe, preliminary mechanism by which enough can be learned about IRS Abuse Claims before they enter the system to allow a determination of whether the alleged abuse, if proven, would establish a basis for

resolution within the ADRP. This may be accomplished through an application form and screening process, or other appropriate mechanism.

- 2.11 The Government, the Board and the Church may agree to a framework setting out characteristics of categories of IRS Abuse Claims and levels of Compensation to be paid for each category in the applicable jurisdiction, having regard to existing Canadian court precedents. ADRPs will be designed such that the framework is binding upon participants and decision makers within them.
- 2.12 The Government, the Board and the Church may agree on standards defining the classes of cases for which compensation will be paid within ADRPs, and where they do so, ADRPs will be designed such that those standards are binding upon participants and decision makers within them.

Claims Proceeding Outside ADRPs

- 2.13 If IRS Abuse Claims proceed outside ADRPs or other Resolution Processes, the Government, the Church and the Board will defend and seek to resolve them pursuant to Part V unless other resolution processes have been ordered by a court or otherwise developed.
- 2.14 Settlement offers will be based on evidentiary considerations, legal principles, and any specific standards and levels of Compensation agreed to by the Government, the Board and the Church.

Remedies

- 2.15 A range of remedies may be offered to a Claimant with a Validated Claim, including the establishment of an historical record, acceptance of responsibility by the Church, the Board and the Government, apologies, therapy, counselling, and Compensation.

Standard of Proof

- 2.16 IRS Abuse Claims will be resolved in ADRPs or settled only where the standard of proof utilized by the courts for the matters of like seriousness has been met.

Defences

- 2.17 The Government, the Church and the Board agree that IRS Abuse Claims will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches, in ADRPs, other Resolution Processes, or pre-trial conferences. At trial, Crown immunity, where applicable, will be asserted by the Government, and the Church and Board will be free to determine the defences they will assert.

Releases

- 2.18. As part of any settlement agreement with a Claimant, the Claimant will release the Government, the Church and the Board from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School, including, but not limited to, claims for loss of culture and language, or violation of the existing aboriginal or treaty rights of the aboriginal people of Canada set out in s.35 of the *Constitution Act, 1982*.
- 2.18.1 The Release shall be acceptable to the Government, the Board and the Church which shall settle upon the form and content prior to the execution of this Agreement and which may from time to time amend the Release by mutual agreement in writing.
- 2.18.2 The Government and the Church will, as set out in Section 6.1, be continuing their programs to address the need for healing and reconciliation arising from the Indian Residential Schools.

PART III: IRS SETTLEMENT FUND

Establishment of Fund

- 3.1 Forthwith on the execution and delivery of this Agreement, the Board will establish the Settlement Fund by irrevocably setting aside from its own resources the sum of \$2,100,000.00 (the "Settlement Amount").
- 3.2 The Board hereby irrevocably declares itself to be the trustee of the Settlement Amount for the benefit of those entitled to be paid Compensation from it pursuant to Part IV of this Agreement, and will use and expend the same only in accordance with the provisions of this Agreement.
- 3.3 The Board will segregate the Settlement Fund by maintaining separate and segregated accounts of the operation, management and expenditure thereof, and will provide the Government with quarterly financial statements of the operation of the Settlement Fund.

Investment Policy and Interest

- 3.4 The Board may invest any part of the Settlement Amount not immediately required for the payment of Compensation in Government Treasury Bills and /or term deposits or redeemable guaranteed investment certificates of Canadian chartered banks or trust companies, and the interest accruing on and accretions to the Settlement Amount shall be used by the Board, first for the payment of

reasonable administration costs of the operation of the Settlement Fund and thereafter as determined by the Board.

Payments from Fund

- 3.5 The Settlement Fund will be the source of payments to be made in accordance with Part IV for Validated Claims.

Events of Default:

- 3.6 The occurrence of any of the following events or conditions will be a default:

3.6.1 if monies are not paid out of the Settlement Fund pursuant to the terms of this Agreement; or,

3.6.2 if the Church or the Board amalgamates with another entity on terms which do not provide that the amalgamated entity secures the full outstanding balance remaining in the Settlement Fund as of the date of amalgamation, or becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under *The Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceases doing business, or winds up, unless prior to such amalgamation, insolvency, bankruptcy, or assignment another entity that is solvent and with sufficient funds to do so secures the balance remaining in the Settlement Fund on the date of the insolvency, bankruptcy, or assignment and assumes the obligations of the Church or the Board under this Agreement.

Remedies Upon Default:

- 3.7 In the event of default as defined in Section 3.6, in addition to any other rights or remedies to which the Government and/or Receiver may be entitled by law, the Government may declare this Agreement void by notice in writing to the Church and the Board and may resume the issuance of third party notices and cross-claims, and the Government and/or a Receiver, as applicable, will have the following additional rights:

3.7.1 The Government may by instrument in writing appoint any person as a Receiver of the Settlement Fund. The Receiver shall be appointed pursuant to and operate under the laws of Ontario.

3.7.2 The Government may from time to time remove or replace a Receiver or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Government or the court will, for the purposes relating to responsibility for the Receiver's acts or omissions, remuneration and expenses, be considered to be the Board's agent.

- 3.7.2.1 Prior to appointing any person as a Receiver under Section 3.7.1 or applying to court under Section 3.7.2 for appointment of a Receiver the Government may allow the Settlement Fund and the Board a 60 day period to use good faith efforts to remedy the default.
- 3.7.3 The Government or the Receiver may take possession of all or any part of the real and/or personal assets of the Settlement Fund, and retain it or them for as long as the Government or Receiver considers appropriate, receive any income from the Settlement Fund and enforce such obligations of the Church and the Board to the Settlement Fund which the Government or the Receiver considers appropriate.
- 3.7.4 The Government or the Receiver may use, collect, sell, or otherwise dispose of, release, release to any person and otherwise deal with the assets of the Settlement Fund, in such manner upon such terms and at such times as the Government or the Receiver considers appropriate. The Government or Receiver may make any sale, or other disposition of the assets of the Settlement Fund in the name of and on behalf of said entity or otherwise.
- 3.7.5 All proceeds recovered pursuant to Sections 3.7.3 or 3.7.4 shall be applied, first, to pay the expenses related to the appointment of the Receiver and the reasonable expenses and remuneration of the Receiver or the Government with respect to the exercise of the powers under this Agreement as agreed to by the Board or assessed by a court and, second, to discharge or satisfy any obligations of the Settlement Fund, the Church and the Board to pay Validated Claims under this Agreement.
- 3.8 This Agreement comes into force on the third day following compliance in full with Section 3.1.

PART IV
APPORTIONMENT AND PAYMENT OF COMPENSATION

- 4.1 Upon the resolution of an IRS Abuse Claim by:
- 4.1.1 a final decision of an ADRP or other Resolution Process;
 - 4.1.2 a settlement agreement signed by the Government pursuant to Part V; or
 - 4.1.3 a trial or appellate judgment when counsel for the Government certifies that this Agreement applies;

and, where any applicable appeal or review period has lapsed without an appeal or review being filed, the Board shall, in the order in which they are received, within 60 days pay from the Settlement Fund to the Claimant of the Validated Claim or such Claimant's counsel, an amount equal to 30% of the Compensation set out in the decision, settlement agreement or judgment and the Government shall pay to the Claimant or such Claimant's counsel an amount equal to 70% of such Compensation.

- 4.2 Where counsel for the Government informs the Board that all or part of the Compensation awarded at a trial relates only to an intentional tort committed prior to May 14, 1953, the Board shall pay the Claimant 100% of such Compensation from the Settlement Fund, and Section 4.1 shall apply only to the balance of such Compensation if any.
- 4.3 Where counsel for the Government informs the Board that Compensation is payable to a Claimant whose Validated Claim is based on one or more events the first of which occurred on or after April 1, 1969, Section 4.1 shall not apply. In such circumstances, as among the Government, the Church and the Board, the Government shall be responsible for and pay 100% of the Compensation and no payment shall be made from the Settlement Fund for such claim.
- 4.4 Notwithstanding any other obligation of the Fund, the Board shall pay to the Church from the Settlement Fund all Compensation the Board and the Church have paid to a Claimant to settle an IRS Abuse claim prior to the coming into force of this Agreement.
- 4.5 The Parties hereto agree that the Church and Board's liability for all Compensation for IRS Abuse Claims shall not exceed the amount of the Settlement Fund as set out in Section 3.1 and in the event that all funds are paid into and out of the Settlement Fund pursuant to the terms hereof, other than Section 4.6, any remaining liability the Church and the Board have for IRS Abuse Claims shall be paid by the Government. The following Parts and sections of this agreement shall thereafter have no further force and effect: all of Part II except Sections 2.2, 2.3, 2.5, 2.6, 2.17, and 2.18; all of Part III; all of Part IV except Sections 4.5, 4.7 and 4.8; and Sections 5.4, 5.6.2, and 5.6.3.
- 4.6 In the event that on January 1, 2020, there are no IRS Abuse Claims pending or, two years from the date that there are no IRS Abuse Claims pending, whichever comes first, any balance in the Settlement Fund shall be paid to the Board. Should any IRS Abuse Claims arise after the balance in the Settlement Fund has been released to the Board, the liability of the Board and the Church for such IRS Abuse Claims shall be limited to returning to the Settlement Fund the amount of the Settlement Fund released to the Board.

- 4.7 In the event that all IRS Abuse Claims have been settled, or in the event that all funds have been paid into and out of the Settlement Fund pursuant to the terms hereof, other than Section 4.6, then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge the Church and the Board from any and all causes of action, claims or demands for damages for IRS Abuse Claims. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against the Church or the Board arising directly or indirectly from any IRS Abuse Claim.
- 4.8 The Government agrees that payment into and payment out of the Settlement Fund in accordance with this Agreement, other than Section 4.6, shall operate conclusively as an estoppel in the event of any such claim, action or proceeding and may be pled as such, and further agrees to indemnify and save harmless the Church and the Board from any and all claims or demands for damages and assessed costs and disbursements payable to any party other than the Church or the Board in any IRS Abuse Claim.

PART V:
ALLOCATION OF RESPONSIBILITIES
TO VALIDATE AND SETTLE ABUSE CLAIMS

- 5.1 It is the Government's intention to defend and resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Church and the Board not later than 30 days before the start of such trial.
- 5.2 The Church and the Board may elect not to participate in the validation, resolution or defence of IRS Abuse Claims, but Compensation will be paid as provided for in this Agreement. Where the Church and the Board participate in the validation, resolution or defence of an IRS Abuse Claim, it shall be at their own expense.
- 5.3 The Government, the Church and the Board each accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.
- 5.4 The Church, the Board and the Government agree that instructions given to their respective counsel will be consistent with the intent and terms of this Agreement.

- 5.5 Where the Church and the Board elect not to participate in the validation, resolution or defence of IRS Abuse Claims, then the Church and the Board will at their own expense:
- 5.5.1 comply with all reasonable requests from the Government for information and assistance during the proceedings;
 - 5.5.2 provide counsel for the Government and any researchers or experts retained by them, with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the defence of the IRS Abuse Claim or Claims for which the information was sought unless otherwise agreed in writing;
 - 5.5.3 participate in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim or Claims, and, provided the terms of this Agreement have been followed, support the result achieved as if it had been represented by counsel and had defended the Claim or Claims;
 - 5.5.4 provide disclosure and production of relevant documents in their possession or control, provide witness statements on request, attend at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within their employ; and
 - 5.5.5 accommodate a Claimant's reasonable request that a representative of the Church and the Board attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.
- 5.6 Where the Church and the Board elect not to participate in the validation, resolution or defence of IRS Abuse Claims, the Government:
- 5.6.1 will facilitate all reasonable requests to ensure that where employees or former employees of the Church or the Board are the subject of an IRS Abuse Claim or Claims, such employees or former employees will have an opportunity to have their account of events heard in any resolution process. The Government will not be responsible for any expense related to the participation of the employee or former employee of the Church or the Board unless the Government requires the participation of such employee or former employee for its own purposes;
 - 5.6.2 intends to participate in trials, ADRPs and other Resolution Processes as necessary to ensure that appropriate inquiries are made of the Claimants and any other witnesses, to lead such evidence as may be admissible and appropriate, and to make submissions; and

- 5.6.3 where an ADRP or other Resolution Process does not provide for a decision on Compensation, or in any out-of-court settlement, will participate in and may conclude negotiations to determine the amount of Compensation, provided the amount of Compensation is consistent with any standards and levels agreed to by the Government, the Church and the Board.
- 5.7 The Government agrees to co-operate with the Church and the Board to minimize the circumstances in which the Claimant pursues independent causes of action or theories of liability against the Church and the Board.
- 5.7.1 The Government or the Church and the Board will advise a Claimant and may advise the court that if either is liable for any portion of an IRS Abuse Claim, such Claimant will receive 100% of Compensation, and no issue of apportionment between them need be litigated to secure full Compensation.

Reciprocal Releases and Indemnities

- 5.8 The Church and the Board agree that they will bring no action or claim whatsoever against the Government or its counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agree that this section shall operate as a full and complete defence to any such claim and that the Church and the Board shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Church and the Board further agree to jointly and severally indemnify the Government for any and all costs, expenses and damages suffered by the Government as a result of such action or claim being brought against the Government or its counsel by them.
- 5.9 The Government agrees that it will bring no action or claim whatsoever against the Church or the Board or their counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agrees that this section shall operate as a full and complete defence to any such claim and that Government shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Government further agrees to jointly and severally indemnify the Church and the Board for any and all costs, expenses and damages suffered by the Church and the Board as a result of such action or claim being brought against the Church or the Board or their counsel by the Government.
- 5.10 Sections 5.8 and 5.9 do not operate to prevent the Government, the Church or the Board bringing actions to enforce the provisions of this Agreement.

PART VI:
OTHER CLAIMS

- 6.1 In addition to meeting their obligations under this Agreement, the Government and the Church will be continuing their own programs to address the need for healing and reconciliation arising from the Indian Residential Schools. They will share information, and where feasible and appropriate, co-operate in their programs.
- 6.2 The Government and the Church have individually determined that no basis exists at law to found a cause of action for the loss or a diminution of aboriginal language or culture arising from or connected to the operation of an IRS.
- 6.3 The Government, the Church and the Board agree that efforts to assert claims referred to in Section 6.2, and any other claim arising from or connected to the operation of an IRS which is not an IRS Abuse Claim (hereinafter collectively referred to as a "Section 6.3 Claim"), will be vigorously opposed by them and they agree to co-operate in the defence of such claims.
- 6.4 Where a plaintiff in a Section 6.3 Claim is proceeding against only the Government as a defendant and not against the Church or the Board, including where a plaintiff has discontinued against the Church or the Board, then the Government will defend the claim against the Government.
- 6.4.1 Where the Government is of the opinion that the Church or the Board is partially or wholly responsible for any liability arising from such claim, the Government shall, as early as reasonably possible, deliver written notice to the Church and the Board setting out a description of the Section 6.3 Claim and the basis upon which the Government asserts the Church or the Board is responsible for the Section 6.3 Claim;
- 6.4.1.1 The Church or the Board may, following efforts to resolve the matter through Part VII, bring a motion in the proceedings to strike the notice on the basis that it does not disclose a reasonable cause of action.
- 6.4.2 The Church and the Board agree that as early as reasonably possible and no later than the start of trial, their counsel will attend in court and will consent to an order adding them as a party to the action and to the issuance of a judgment against them and in favour of the Government for contribution in the event the Government is found liable to the plaintiff. The extent of contribution required of the Church and the Board under the contribution judgment will be determined in accordance with Section 6.10 hereof, and the contribution may be nominal or greater.
- 6.4.3 If the Government is found liable to the plaintiff, the Church and the Board shall then resolve the apportionment of liability for such action in

accordance with the terms of Section 6.10. In support of this, the Government, the Church and the Board will advise the court of the terms of section 6.10 no later than the outset of the trial, and will ask the court, to the extent consistent with determining the plaintiff's claim, including the defence thereof, to refrain from making findings as to apportionment of liability as between the Church, the Board and the Government. Nothing herein shall restrict the evidence that the Government, the Church and the Board may present at the trial of the plaintiff's claim.

- 6.5 Where the plaintiff in a Section 6.3 Claim has named the Government and the Church or the Board and asserts that they are jointly and severally liable, the Government accepts that the Church and the Board may seek the plaintiff's agreement to discontinue against them, but where the plaintiff does not, the Church and the Board, where named, will advise the court that they consent to a judgement for contribution against them in favour of the Government, and where either of them is not named, they agree to proceed as set out in Section 6.4.2.
- 6.5.1 Where a plaintiff in a Section 6.3 Claim is proceeding against the Government, and the Church or the Board, the Government, the Church and the Board will no later than the outset of the trial also inform the court that it is not necessary to consider apportionment pending their efforts to resolve that issue pursuant to this Agreement. The Government, the Church and the Board will inform the court of the terms of Section 6.10, and ask the court, to the extent consistent with determining the plaintiff's claim, including the defence thereof, to refrain from making findings as to apportionment of liability as between the Church and the Board and the Government. They will also inform the court of a mechanism for the payment of the damages to the plaintiff subject to any stay or appeal. Nothing herein shall restrict the evidence that the Government, the Church and the Board may present at the trial of the plaintiff's claim.
- 6.5.2 The extent of contribution required of the Church and the Board under the contribution judgment will be determined in accordance with Section 6.10 hereof and the contribution may be nominal or greater.
- 6.6 In the event of a breach of Section 6.4.2 or Section 6.5 by the Church or the Board, the Government may, by notice in writing to the Church and the Board, make a claim of default and require that it be rectified within 10 days. If such breach is not rectified within 10 days of delivery of such notice, or if within that time period the Church or the Board have not brought an application returnable on no more than 10 days' notice, for relief from the application of this Section in the specific instance, the Government may declare Part VI of this Agreement to be of no force and effect from and after the expiry of 10 days following the date of delivery of such notice and Part VI shall thereupon be deemed to be and will thereupon be of no force and effect.

- 6.6.1 In addition to the provisions of Section 8.4, in the event the Government makes a declaration under Section 6.6, Part VI of this Agreement is severable from the other Parts of this Agreement which remain in full force and effect.
- 6.7 Where a plaintiff in a Section 6.3 Claim has named only the Church or the Board as a defendant and not the Government and where the Church or the Board is of the opinion that the Government is partially or wholly responsible for any liability arising from such claim, then, as early as reasonably possible, the Church or the Board shall deliver a written notice to the Government setting out a description of the Section 6.3 Claim and the basis upon which the Church or the Board asserts the Government is responsible for the Section 6.3 Claim. In such circumstances, the Government will not oppose being added as a party defendant, third party or defendant by cross-claim in a Section 6.3 Claim, as the case may be, at the instance of the Church or the Board, notwithstanding the discontinuance of and prohibition against third party and cross-claims set out in Section 6.11. The Government will be at liberty to raise in defence to an action or the third party claim or cross-claim all defences that were or are available to the plaintiff's claim and all defences available in a claim for contribution or indemnity.
- 6.8.1 Sections 6.4, 6.5 and 6.11, in their entirety, do not apply in a Section 6.3 Claim where a claimant sues in a representative capacity or where a party in a Section 6.3 Claim seeks to have the action certified as a class action or a court of competent jurisdiction has certified the action as a class action (hereinafter collectively referred to as a "Section 6.3 Class Action").
- 6.8.1.1 The Government, the Church or the Board may commence or continue, as the case may be, third party proceedings or cross-claims against each other in a Section 6.3 Class Action.
- 6.8.1.2 The Government, the Church and the Board will participate in the defence of a Section 6.3 Class Action and, to the extent possible and consistent with the Government, the Church and the Board representing their own interests, the Government, the Church and the Board will cooperate with each other in the defence of a Section 6.3 Class Action.
- 6.8.2 Sections 6.1, 6.2, 6.3, 6.9 and 6.12 to 6.17, inclusive, apply in their entirety, mutatis mutandis, to a Section 6.3 Class Action.
- 6.8.3 In the event the Government obtains judgment against the Church or the Board in a Section 6.3 Class Action, then the criteria set out in Section 6.10.1 apply to determine the amount of payment to be made by the Church and the Board on the judgment and the enforcement of the contribution shall be subject to Sections 6.10.5 and 6.10.6.

- 6.9.1 The Church and the Board acknowledge that in Section 6.3 Claims the Government will be defending the claim against the Government only and in so doing will not be acting for the Church or the Board and will defend the claim as it sees fit, whether or not its defence conflicts with the interests of the Church or the Board, and the Government acknowledges that the Church and the Board, where they participate in the defence of these claims, will proceed on the basis of acting for themselves and not the Government.
- 6.9.2 Where the Church or the Board is not named by a Plaintiff in a Section 6.3 Claim, but has agreed to judgment for contribution against itself in accordance with this Agreement it may, but is not required to, participate in the trial of the Plaintiff's claim. Whether or not they participate in the trial of the Plaintiff's claim, the Church and the Board, to the extent possible without prejudicing their own interests, shall fully co-operate in the defence of the Section 6.3 Claim.
- 6.9.3 The Church and the Board in a Section 6.3 Claim will provide production of documents, will produce their representatives for discovery and their witnesses at trial in accordance with the applicable rules of Court and, to the extent possible without prejudicing their own interests, shall fully co-operate in the defence of the action.
- 6.10 Subject to any stay or appeal, where a court has imposed liability in an action set out in Sections 6.4 and 6.5 above, the Government, the Church and the Board agree that the apportionment of their respective responsibilities to pay such liability shall be determined as follows:
- 6.10.1 The Government and the Church will in good faith negotiate an apportionment of such liability based on the following criteria:
- 6.10.1.1 A fair apportionment of moral, legal and financial responsibilities;
 - 6.10.1.2 The voluntary nature of the Church;
 - 6.10.1.3 The viability and sustainability of the Church in Canada;
 - 6.10.1.4 The legal basis on which liability was found;
 - 6.10.1.5 The level of participation of the Church in the development, administration or operation of any IRS from which the successful Section 6.3 Claim arises.
- 6.10.2 If the Government, the Church and the Board do not agree to an apportionment of liability under Section 6.10.1, then any of them may commence proceedings to determine the issue of contribution.
- 6.10.3 In such proceedings, the Government, the Church and the Board agree that the evidence in the trial of the plaintiff's action shall be evidence,

together with any further evidence led by the Government, the Church or the Board. The Government, the Church and the Board also agree that the Reasons for Judgment in the plaintiff's action shall be available to and may be relied upon by the judge in the new proceedings, provided that findings made in the first trial shall not be binding upon the judge in the new proceedings, where, as a result of further evidence led in the second proceedings the judge determines that such findings should not be relied upon in the second proceedings. The Government, the Church and the Board agree that the only issue for determination in the proceedings is the extent of contribution to be paid.

- 6.10.4 In proceedings commenced under Section 6.7 and 6.10.2 the Government, the Church and the Board, will be entitled to raise all defences as to the extent of contribution that were available to the plaintiff's claim in the first proceedings, and in determining whether the contribution shall be nominal or greater, the court shall have regard to all available defences. The Government will not rely on the terms of this Agreement to resist a defence asserted by or on behalf of the Church or the Board.
- 6.10.5 Where a court has determined the apportionment of liability as among the Church, the Board and the Government and has awarded judgment in favour of the Government against the Church and/or the Board, and where the Church or the Board advises the Government that it cannot reasonably pay the judgment, the Government will make reasonable efforts to agree upon the amount to be paid and the terms of payment, and Sections 6.10.1 (apportionment principles) and 7.6 (mediation) apply.
- 6.10.6 Where discussions and mediation pursuant to Section 6.10.5 do not result in resolution of the amount to be paid, the Government further agrees that in any proceeding or step taken to enforce the judgment for contribution against the Church and the Board its recovery shall be limited to an amount determined by the court pursuant to the principles in Section 6.10.1. Such determination shall be by way of a summary application to a provincial superior court
- 6.11 As soon as reasonably practicable, and no later than 60 days after the coming into force of this Agreement, the Government, the Church and the Board shall, on a without costs basis, discontinue all cross-claims and third party claims seeking contribution and indemnity from each other in all Section 6.3 Claims and hereby agree not to commence or continue any such cross-claims or third party claims in any Section 6.3 Claim without the consent of the other as set out herein or otherwise as provided for in this Agreement.
- 6.12 In order to minimize the expenses of the Church and the Board, the Government, without acting for or representing the interests of the Church or the Board, and where it can be done without compromising its own interests, will, wherever it, the Church and the Board have a common defence position in Section 6.3 Claims:

- 6.12.1 consult with the Church and the Board as to the best strategy to employ in the defence of the claim;
 - 6.12.2 prepare and pursue motions and procedural matters that are required, subject to the Church and the Board continuing to be represented by their own counsel. The Church and the Board agree to support such steps when taken by the Government;
 - 6.12.3 carry out and share with the Church and the Board required legal, factual and historical research which is related to the plaintiff's claim and is not the subject of an applicable and asserted privilege;
 - 6.12.4 where permitted full access to the Church and the Board's files and archives, carry out the search for and production of documents;
 - 6.12.5 conduct examinations for discovery and pursue undertakings and motions arising from such discoveries;
 - 6.12.6 retain and pay experts it feels should provide evidence and lead such expert evidence at trial;
 - 6.12.7 prepare document and exhibit books for discovery and trial; and
 - 6.12.8 prepare legal research, legal argument, and briefs of case law for trial.
- 6.13 The Church and the Board agree that to the extent possible without prejudicing their own interests they will support, or not oppose, motions or arguments advanced by the Government related to limitations, laches, Crown immunity, the prospective nature of s. 35 of the *Constitution Act, 1982*, or the application of the Crown policy defence.
 - 6.14 The Church and the Board hereby further acknowledge and agree that they will bring no action or claim whatsoever against the Government or its counsel related in any way to the conduct of the validation, resolution or defence of any Section 6.3 Claim, and agree that this Section shall operate as a full and complete defence to any such claim and that the Church and the Board shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Church and the Board further agree to jointly and severally indemnify the Government for any and all costs, expenses and damages suffered by the Government as a result of such action or claim being brought against the Government or its counsel by the Church or the Board, or their counsel.
 - 6.15 The Government acknowledges and agrees that it will bring no action or claim whatsoever against the Church or the Board or their counsel related in any way to the conduct of the validation, resolution or defence of any Section 6.3 Claim, and agrees that this section shall operate as a full and complete defence to any such claim and that the Government shall be barred from recovering any and all

amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Government further agrees to indemnify the Church and the Board for any and all costs, expenses and damages suffered by them as a result of such action or claim being brought against them or their counsel by any of the Government or its counsel.

- 6.16 The Government, the Church and the Board agree to establish a Cultural Claims Review Steering Committee which shall meet at the request of any of them to (a) review issues concerning the implementation of this Part and (b) consult on the most appropriate defence strategy for any claim or group of claims to which this Part applies.
- 6.17 In a Section 6.3 Claim the Government shall be responsible for and pay compensation for any liability shared with the Church or the Board where the liability as found is based on one or more acts or omissions, all of which occurred after April 1, 1969.

**PART VII:
RESOLUTION OF DISPUTES
CONCERNING THIS AGREEMENT**

- 7.1 The Government, the Church and the Board share the following objectives in the implementation of the Agreement, namely to:
- 7.1.1 co-operate with each other to develop harmonious working relationships;
 - 7.1.2 prevent, or, alternatively, to minimize disagreements;
 - 7.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and
 - 7.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.
- 7.2 The Government, the Church and the Board agree that if any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, they will endeavor diligently to settle the dispute through good faith negotiations.
- 7.2.1 Section 7.2 does not abrogate the rights to terminate this Agreement set out in Sections 3.7 and 6.6, nor the right to seek specific performance as set out in Section 7.7.
- 7.3 If the Government, the Church and the Board do not resolve all the issues in dispute during the course of, or as a result of the negotiations, their rights with

respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

- 7.4 The Government, and the Church and the Board collectively, shall each, within (60) days of the execution date of this Agreement, appoint one person as their Nominee to an Implementation Steering Committee, for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other. The Government shall be entitled to one Nominee and the Church and the Board collectively shall be entitled to one Nominee.
- 7.5 The two Nominees constituting the Implementation Steering Committee shall meet at Ottawa in the Province of Ontario, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government, the Church and the Board.
- 7.6 If the Government, the Church and the Board are unable to resolve the dispute through negotiations within 120 days, any of them may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.
- 7.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the Church and the Board collectively.
- 7.6.2 The Government, the Church and the Board will make a serious attempt to resolve the dispute through mediation by:
- 7.6.2.1 identifying underlying interests;
 - 7.6.2.2 isolating points of agreement and disagreement;
 - 7.6.2.3 exploring alternative solutions;
 - 7.6.2.4 considering compromises or accommodations; and
 - 7.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.
- 7.6.3 The Government, the Church or the Board may withdraw from mediation at any time by giving at least 21 days' written notice of its intention to the

others and the mediator.

- 7.7. Notwithstanding Section 7.6, the Government may by notice in writing request that the Church or the Board comply with a commitment made in this Agreement.
- 7.7.1 Where the Government has delivered a written request to the Church or the Board in accordance with this Agreement to have the Church or the Board comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the Church or the Board is located for a mandatory order that the Church or the Board immediately comply with its obligation.
- 7.7.2 The Church or the Board may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.
- 7.7.3 If the court hearing the summary application finds that the Church or the Board has failed to comply with its obligations under this Agreement the court may order that the Church or the Board immediately comply with its obligations.

PART VIII: GENERAL

- 8.1. Where the Government has concluded a Settlement Agreement with a Denomination or Church Entity other than the Church and the Board with respect to IRS Abuse Claims, whether before or after the execution of this Agreement, which includes provisions that in their entirety are more favourable than those contained in this Agreement in their entirety, and where such more favourable provisions are unrelated to the specific circumstances of such Denomination or Church Entity, the Government, at the request of the Church and the Board, shall negotiate with them with a view to amending this Agreement to incorporate provisions no less favourable than those in the other Settlement Agreement.
- 8.2. Notice shall be given, save as otherwise specifically provided, in writing addressed to the Party for whom it is intended and shall be deemed received by the other Party on the day it is signed for if sent by certified mail, and if sent by facsimile, it shall be deemed received on the business day next following the date of transmission. The mailing and facsimile address of the Parties shall be:

8.2.1 As to the Church:

The Presbyterian Church in Canada,
50 Wynford Drive
Toronto, Ontario M3C 1J7
Attention: The Rev. Stephen Kendall
Principal Clerk

Fax: (416) 441-2825

Copy to:

Cassels Brock & Blackwell LLP
Barristers and Solicitors
40 King Street West
Suite 2100
Toronto, Ontario M5H 3C2
Attention: S. John Page and H. Donald Guthrie

Fax: (416) 360-8877

As to the Board:

The Trustee Board of The Presbyterian Church in Canada,
50 Wynford Drive
Toronto, Ontario
M5C 1J7
Attention: The Rev. Stephen Kendall
Member

Copy to:

Cassels Brock & Blackwell LLP
Barristers and Solicitors
40 King Street West
Suite 2100
Toronto, Ontario
M5H 3C2
Attention: S. John Page and H. Donald Guthrie

Fax: (416) 360- 8877

As to the Government:

Deputy Minister,
Indian Residential Schools Resolution, Canada,
90 Sparks Street
Ottawa, Ontario
K1A 0H4

Facsimile 613-996-2811

Copy to:

Department of Justice Legal Services,
3rd floor, 90 Sparks Street
Ottawa Ontario K1A 0H4

Attention: Senior Counsel

Fax: 613-996 -1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa Ontario K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law

Fax: 613-996-4737

or any other mailing or facsimile addresses as the Parties from time to time may notify each other of in writing.

8.3. This Agreement shall be binding on and enure to the benefit of the Church and the Board and their respective successors and assigns, and the Government.

8.3.1 The Church and the Board represent and warrant to the Government that the execution, delivery and performance of this Agreement are within their respective powers and capacities and have been duly authorized by proper proceedings and that compliance with the covenants, terms, provisions, conditions of this agreement will not conflict with, or result in a breach of any of the terms or provisions of the constituting documents, constitution, by-laws, resolutions, rules or regulations of the Church or the Board, any resolution of their officers or any agreement or instrument to which the

Church or the Board is now a Party or which purports to be binding on the Church or the Board or their respective property and assets.

- 8.4. Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement, which shall be deemed severable from the prohibited or unenforceable provision, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- 8.5. No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a Party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.
- 8.6. No waiver or act or omission of a Party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that Party of any provision of this Agreement or the results or the rights resulting from it.
- 8.7. Time shall be of the essence in this Agreement.
- 8.8. No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Church or as a Claimant.
- 8.9. This Agreement constitutes the entire Agreement among the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect of it.
- 8.10. This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.
- 8.11. The Government, the Church and the Board acknowledge that their participation in the negotiations leading to the execution of this Agreement and the execution of this Agreement do not constitute any admission by the Government, the Church or the Board that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government, the Church and the Board agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims

arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

8.12 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized, and for the Board, under seal, as of the date stated above.

THE PRESBYTERIAN CHURCH IN CANADA

Per: *David Jennings*
DAVID JENNINGS, CONVEYOR ASSEMBLY COUNCIL

Per: *Stephen Kendall*
Principal Clerk.

THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA

Per: *David Jennings*
DAVID JENNINGS, MEMBER

Per: *Stephen Kendall*
MEMBER

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister responsible for Indian Residential Schools Resolution, Canada

Witnessed by:

[Signature]

[Signature]
Minister

SCHEDULE "A"**INDIAN RESIDENTIAL SCHOOLS RELATED TO THE CHURCH****AT ANY TIME:****Alberta**

Stoney Plain

Saskatchewan

Regina Industrial School

Muscowepetung

Crowstand

Manitoba

Birtle Indian Residential School

Ontario

Cecilia Jeffrey Indian Residential School

BEFORE JUNE 10, 1925**British Columbia**

Ahousaht Indian Residential School

Alberni Indian Residential School

Saskatchewan

File Hills Indian Residential School

Round Lake Indian Residential School

Manitoba

Portage la Prairie Indian Residential School

CHARLES BAXTER, SR. AND ELIJAH BAXTER ET AL - and -THE ATTORNEY GENERAL OF CANADA

Plaintiffs

Defendant

Court File No. 00-CV-192059CP

**ONTARIO
SUPREME COURT OF JUSTICE)
Proceeding commenced at Toronto**

AFFIDAVIT OF STEPHEN KENDALL

CASSELS BROCK & BLACKWELL
Barristers and Solicitors
Suite 2100
40 King Street West
Toronto, Ontario
M5H 3C2

S. John Page
LSUC #19650Q
(416) 869-5481

Solicitors for the Third Party, The General Synod
of the Anglican Church of Canada and the
Missionary Society of the Anglican Church of Canada

02270

Court File No. 00-CV-192059CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF

MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION

**DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF SISTER BERNADETTE POIRIER s.g.m.

AFFIDAVIT OF SR. BERNADETTE POIRIER

I, Sr. Bernadette Poirier s.g.m., of the Sisters of Charity (Grey Nuns) of Alberta of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS, THAT:

1. I am authorized to depose this affidavit on behalf of the Sisters of Charity (Grey Nuns) of Alberta, Sisters of Charity (Grey Nuns) of Montreal, Sisters of Charity (Grey Nuns) of the North West Territories, Hotel du Nicolet and Grey Nuns of Manitoba Inc. (hereinafter the "Grey Nuns Corporations").

2. I am the Litigation Manager for all the Grey Nuns Corporations, named as defendants in this proposed class action settlement, and as such have personal knowledge of the facts and matters herein deposed to except where stated to be on information and belief and where so stated I verily believe the same to be true.

3. Various corporations of Grey Nuns are named as a defendant or third party in court proceedings in Alberta, North West Territories, Saskatchewan, Manitoba and Ontario by former students of Residential Schools or by Her Majesty The Queen in the Right of Canada.

4. That over one thousand plaintiffs have initiated in excess of eight hundred claims against one or more Grey Nuns Corporations as a defendant. The Federal Government has initiated or reserved the right to initiate hundreds of Third Party Claims against one or more Grey Nuns Corporations. That in the Baxter Class Action, Canada has initiated Third Party proceedings against five Grey Nuns Corporations. The defence of such proceedings has constituted a heavy burden on both the finances and personnel of the Grey Nuns Corporations. The Grey Nuns Corporations have expended, and continue to expend, substantial sums of their limited resources and funds in defence of proceedings involving Residential Schools. In the

absence of a settlement, the Grey Nun Corporations will be required to expend even greater resources and funds, to the extent available, for the continued defence of such proceedings .

5. The average age of the Sisters that are members of the various Grey Nuns Corporations is eighty-two.

6. Without admitting liability for any alleged wrongdoing by any of the Grey Nun Corporations or by those for whom any of the Grey Nun Corporations may be responsible, each of the Grey Nuns Corporations desire to achieve a fair, reasonable and comprehensive settlement of the Residential Schools litigation so that resources and funds of the Grey Nuns Corporations that are currently being spent in defence of such litigation can be redirected toward promoting healing and reconciliation in regard to former students of Residential Schools, their families, and their communities. The Grey Nuns Corporations along with other Entities have entered into an agreement with Canada to resolve all outstanding litigation issues which is scheduled as O-3 to the Settlement Agreement and have executed the Settlement Agreement as well.

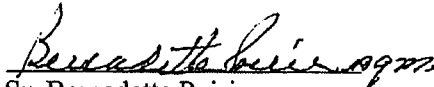
7. Each of the Grey Nuns Corporations have had the benefit of legal and other professional advice prior to signing the Settlement Agreement. Each support the Settlement Agreement as fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation.

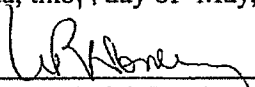
8. In furtherance of the Settlement Agreement, each of the Grey Nuns Corporations consents to the certification of this particular action and to court approval of the Settlement Agreement as a practical means of concluding a comprehensive national settlement regarding Residential School litigation. It remains the position of the Grey Nuns Corporations that class action certification is not available for the adjudication of factual and legal issues in disputed Residential Schools proceedings. No Grey Nuns Corporation by providing this affidavit is attorning to the jurisdiction of this Honourable Court over any disputed Residential Schools

proceedings, and no Grey Nun Corporation is agreeing that this Honourable Court is the appropriate forum for any disputed Residential Schools proceedings.

9. I make this Affidavit on behalf of Sisters of Charity (Grey Nuns) of Montreal, Sisters of Charity (Grey Nuns) of Alberta, Sisters of Charity (Grey Nuns) of the North West Territories, Hotel du Nicolet and The Grey Nuns of Manitoba Inc. in support of the motion for this Honourable Court to approve the Settlement Agreement.

SWORN before me at the City of)
Edmonton, in the Province of)
Alberta, this 1st day of May, 2006.)


Sr. Bernadette Poirier s.g.m.



William Roderick Donlevy
A Notary Public
for the Province of Alberta
Being a Solicitor

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER SR., ELIJAH BAXTER, LARRY PHILIP FONTAINE in his personal capacity and in his capacity as the Executor of the estate of Agnes Mary Fontaine, deceased, JAMES FONTAINE in his personal capacity and in his capacity as the Executor of the Estate of Agnes Mary Fontaine, deceased, PETER GEORGE TAATI AIRO, MICHELLINE AMMAQ, DONALD BELCOURT, JOHN BOSUM, RHONDA BUFFALO, FREDDIE JOHNNY EKOMIAK, ERNESTINE CAIBAIOSAI-GIDMARK, MICHAEL CARPAN, JIM CHEWANISH, EARL KENNETH COTE, MALCOLM DAWSON, ANN DENE, KEITH DIETER, VINCENT BRADLEY FONTAINE, MARIE GAGNON, PEGGY GOOD, CLIFFORD HOUSE, FRED KELLY, ROSEMARIE KUPTANA, JIMMIE KUMARLUK, ELIZABETH KUSIAK, THERESA LAROCQUE, JAME McCALLUM, CORNELIUS McCOMBER, STANLEY THOMAS NEPETAYPO, CAROLYN TAKATAK NIVIAxie, FLORA NORTHWEST, ELIASIE NOWKAWALK, NORMAN PAUCHEY, CAMBLE QUATELL, ALVIN BARNEY SAULTEAUX, SIMON SCIPIO, ELIZABETH SCIPIO-KOOKASH, CHRISTINE SEMPLÉ, DENNIS SMOKEYDAY, KENNETH SPARVIER, ALVIN GERALD STRAIGHTNOSE, EDWARD TAPIATIC, BLANDINA TULUGARJUK, HELEN WINDERMAN and ADRIAN YELLOWKNEE

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, THE PRESBYTERIAN CHURCH IN CANADA, THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE BAPTIST CHURCH IN CANADA, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD-McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MacKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL

CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, IMPACT NORTH MINISTRIES, INSTITUT DES SOEURS DU BON CONSEIL, JESUIT FATHERS OF UPPER CANADA, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE DU CANADA-EST), LES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA – GREY NUNS OF THE CROSS), LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE, LES SOEURS DE ST. FRANCOIS D'ASSISE, MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEARTS AND MARY IMMACULATE or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDERS OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), ST. PETER'S PROVINCE, THE BENEDICTINE SISTERS, THE BOARD OF THE HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DE COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), THE DIOCESE OF MOOSONEE,, THE DIOCESE OF SASKATCHEWAN, THE DIOCESE OF THE SYNOD OF CARIBOO, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE GREY SISTERS NICOLET, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE METHODIST CHURCH OF CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE-GRANDIN PROVINCE, THE MISSIONARY OBLATES OF MARY IMMACULATE-PROVINCE OF ST. JOSEPH, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA , THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE OBLATS OF

MARY IMMACULATE, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST, ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF SAINT ANNE, THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, THE SISTERS OF THE CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHBASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLOMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF YUKON, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF FATHER JACQUES GAGNÉ
(SWORN APRIL 8, 2006)**

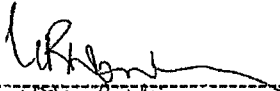
I, Father Jacques GAGNÉ, O.M.I., of Ottawa, Ontario, duly-designated representative of “Les résidences oblates du Québec”, as per a duly-designated procuration dated December 1, 2005, (and which is attached hereto and marked as Exhibit “A” to this my affidavit), MAKE OATH AND SAY as follows, that:

1. I am the duly-designated representative of the corporation known as “Les résidences oblates du Québec” which is named as defendant in this proposed Class Action Settlement, and as such have personal knowledge of the facts and matters hereinafter deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.
2. I am a member of the religious institute known as “Les Missionnaires Oblats de Marie-Immaculée”, or, in English, “The Missionary Oblates of Mary Immaculate”.
3. I am authorized to depose this Affidavit on behalf of the above-mentioned corporation (hereinafter referred to as “the Corporation”) which is a corporation initially incorporated on December 8, 1976 as “Les Missionnaires Oblats de Québec” and whose successor

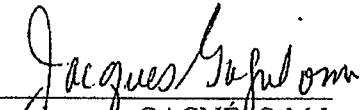
corporation is "Les Résidences oblates du Québec".

4. The Corporation is named as defendant or as third party in court proceedings in the Province of Quebec and in the Province of Ontario by former students of residential schools or by Her Majesty the Queen in Right of Canada.
5. In excess of 35 claims and plaintiffs have either commenced claims against the Corporation as a defendant or in which the Corporation was added as a third party by Her Majesty the Queen in Right of Canada. In the Ontario Baxter class action, Canada has initiated third party proceedings against the Corporation. The defence of such proceedings has constituted a heavy burden on both the finances and personnel of the Corporation. The Corporation has expended and continues to expend excessive resources and funds in the defence of proceedings involving residential schools. In the absence of a settlement, the Corporation will be required to expend even greater resources and funds to the extent available for the continued defence of such proceedings.
6. The average age of members of the Corporation (November 2005) is 74.80.
7. Without admitting liability for any alleged wrongdoing by the Corporation or by those for whom the Corporation may be responsible, the Corporation desires to achieve a fair and reasonable settlement of the Residential School Litigation so that resources and funds of the Corporation that are currently being spent in defence of such litigation can be redirected towards promoting healing and reconciliation in regards to former students of residential schools, their families and their communities. To this end, the Corporation and a number of other Corporations entered into a settlement agreement with Her Majesty the Queen in Right of Canada, copies of which are appended to the Settlement agreement filed in this proceeding.
8. The Corporation supports the proposed settlement agreement as being fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation.
9. In furtherance of the proposed settlement agreement, the Corporation consents to the certification of this particular action under the provisions of the Class Action Proceedings legislation and to court approval of the proposed settlement agreement as a practical means of concluding a national settlement regarding residential school litigation. Although the Corporation consents to the certification of the class action in this instance, it remains the position of the Corporation that class action certification should not be available for the adjudication of factual and legal issues in disputed residential school proceedings. The Corporation further understands that by providing this Affidavit it is not attorning to the jurisdiction of this court over any disputed residential school proceedings.
10. I make this Affidavit on behalf of the Corporation in support of the motion to this Honourable Court to approve certification and the proposed settlement agreement.

SWORN BEFORE ME at the City)
of Calgary, in the Province of)
Alberta, this 8th day of)
April A.D. 2006)
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Notary Public
A Commissioner for Oaths in and
for the Province of Saskatchewan
Bey a Solicite


Rev. Jacques GAGNE, O.M.I.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD - McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF

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**DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

DÉCLARATION SOLENNELLE OF JOSEPH EDMOND EMILIUS GOULET

DÉCLARATION SOLENNELLE

Je, soussignée, Joseph Edmond Emilius Goulet, de la Ville de Winnipeg, en la Province du Manitoba, déclare solennellement ce qui suit:

1. Je suis l'archevêque de l'Archidiocèse de Saint-Boniface au Manitoba (ci-après désigné "l'Archidiocèse") et le représentant de la Corporation Archiépiscope Catholique Romaine de Saint-Boniface (ci-après désignée "la Corporation") deux parties défenderesses et le représentant dûment autorisé de celles-ci pour les fins de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.

2. Je suis dûment autorisé pour faire la présente déclaration au nom de l'Archidiocèse et de la Corporation identifiées comme parties défenderesses ou mises en cause dans les procédures judiciaires déposées devant la Cour du Banc de la Reine de la province du Manitoba et la Cour Supérieure de Justice de l'Ontario par d'anciens élèves des Écoles Résidentielles ou par le Procureur général du Canada.

3. Quelques centaines de plaintes et de plaignants ont déposé des procédures judiciaires à l'encontre de l'Archidiocèse et de la Corporation comme partie défenderesse ou mise en cause. Dans le cadre du recours collectif Baxter,

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le Procureur général du Canada a déposé des procédures afin de mettre en cause l'Archidiocèse et la Corporation. La contestation de l'ensemble de ces procédures a constitué un lourd fardeau sur les finances et le personnel de l'Archidiocèse et de la Corporation. L'Archidiocèse et la Corporation ont dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Écoles Résidentielles. En l'absence d'un règlement, l'Archidiocèse et la Corporation seront obligés de dépenser encore davantage de ressources et de fonds, jusqu'aux limites disponibles, pour continuer leurs défenses à de telles procédures.

4. Sans admission de responsabilité à l'égard de quelque défaut allégué à l'encontre de l'une ou l'autre, de l'Archidiocèse ou de la Corporation ou à l'encontre de toute personne dont l'une ou l'autre de l'Archidiocèse et de la Corporation pourraient être responsables, l'Archidiocèse et la Corporation sont néanmoins disposés à parvenir à un règlement juste et raisonnable du litige concernant les Écoles Résidentielles, afin que les ressources et les fonds de l'Archidiocèse et de la Corporation qui sont présentement utilisés dans la défense à ce litige soient réorientées pour promouvoir la guérison et la réconciliation d'anciens élèves d'Écoles Résidentielles, de leurs familles et de leurs communautés. À cette fin, l'Archidiocèse et la Corporation et plusieurs autres corporations se sont engagées dans une Entente de Règlement et intervenue avec le Procureur général du Canada.

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5. Je suis avisé par mon procureur, Me. Rhéal Émile Teffaine C.R. que Sr. Gloria Keylor lui a remis à titre d'avocat de l'Archidiocèse et de la Corporation une copie des documents en annexe "B" à la déclaration solennelle de la dite Sr. Gloria Keylor et qu'au meilleur de ma connaissance la dite déclaration solennelle fera partie des présentes procédures judiciaires et que la signature par les officiers de l'Archidiocèse et de la Corporation leur imputera la responsabilité légale prévue dans les dits documents en annexe B à la déclaration solennelle de Sr. Gloria Keylor.

6. L'Archidiocèse et la Corporation ont bénéficié de conseils légaux et professionnels avant la signature de l'Entente de Règlement. L'Archidiocèse et la Corporation reconnaissent que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la poursuite du litige ainsi que les coûts des procès et appels à l'égard d'un tel litige.

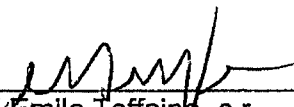
7. Pour les fins de l'Entente de Règlement, l'Archidiocèse et la Corporation consentent au dépôt d'une déclaration de règlement suivant les dispositions applicables de la loi sur les recours collectifs du Manitoba et de l'Ontario et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Écoles Résidentielles. La position de l'Archidiocèse et de la Corporation est que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Écoles Résidentielles. Par la présente


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déclaration solennelle, ni l'Archidiocèse, ni la Corporation reconnaissent la compétence de toute Cour saisie de procédures judiciaires concernant les Écoles Résidentielles, et ni l'Archidiocèse ni la Corporation n'admet que telle Cour soit le forum approprié à l'égard des mêmes procédures.

8. Je fais la présente déclaration solennelle au nom de l'Archidiocèse et de la Corporation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

DONNÉ SOUS SERMENT devant moi)
à la Ville de Winnipeg, dans la Province)
du Manitoba, ce 27^{ème} jour)
d'avril, 2006.)


Rhéal-Émile Teffaine, c.r.
Un Notaire Public dans et
pour la Province du Manitoba
Étant un solliciteur


Déclarant

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD - McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF

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**DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF SISTER GLORIA KEYLOR s.p.

AFFIDAVIT OF SISTER GLORIA KEYLOR

I, GLORIA KEYLOR, of the City of Edmonton, in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am a member of The Sisters of Charity of Providence of Western Canada.
2. THAT I have chaired a coalition of a number of independent and distinct Catholic corporations hereinafter referred to as the Catholic Entities or Entities in attempting to negotiate a resolution of the litigation amongst former students of Indian Residential Schools and Canada which number of Corporations is now at 49.
3. THAT multilateral negotiations by a number of the corporations to resolve litigation issues with Canada have been ongoing since 2001, but commenced in earnest in February, 2004, at the invitation and request of the Deputy Minister of Indian Residential Schools.
4. THAT over the course of negotiations from February, 2004 to the appointment of the Federal representative, the Honourable Frank Iacobucci, the number of Catholic Entities that joined in a proposal to resolve litigation issues with Canada increased to 41.
5. THAT following the appointment of the said Frank Iacobucci on or about May 30, 2005, the Entities as lead by the negotiation team members appointed by the Entities, continued to attempt to arrive at a just, fair, reasonable and comprehensive settlement of the issues arising from and about Indian Residential Schools in Canada.

6. THAT an Agreement in Principle and a Memorandum of Understanding was entered into on behalf of the Entities and executed on November 20, 2005 by Pierre L. Baribeau and W. Rod Donlevy, the chief negotiators on behalf of the Negotiating Team.

7. THAT from November 20, 2005 to May 5, 2006, considerable time, effort and resources were expended by the negotiating team in settling the terms of the agreement contemplated by the Memorandum of Understanding and seeking authority from the Catholic Entities to execute the Entities Agreement with Canada and the Indian Residential Schools Settlement Agreement.

8. THAT a number of the Entities will be providing affidavits that support the certification of the class actions in the seven jurisdictions in Canada and consent to the judgment proposed in each action as filed before each of the Honourable Courts.

9. THAT this affidavit is filed in support of the consent certification order, the proposed notice agenda and consent judgment all filed herein.

10. THAT I have reviewed various historical documents, conducted interviews and conversations with many of the Catholic Entities and I have reviewed affidavits of a number of Entities in order to inform myself of the matters deposed to herein.

11. THAT a number of Catholic Entities in various provinces and territories were, involved in the care and education of Indian children prior to the inception of Indian Residential Schools by Canada and a number of the Catholic Entities entered into agreements with Canada to continue to deliver education and care to Indian children, thereafter.

12. THAT a number of individuals, members of religious Entities and other Entities have been named as Defendants in law suits alleging assaults and other causes of action as more precisely set forth in the materials before this Honourable Court.

13. THAT since this litigation commenced in or around 1998, inordinate sums of monies have been spent by most Catholic Entities in document preparation, and legal fees to defend individuals and the Entities, and in settlement of claims.

14. THAT as a result of the negotiations and efforts of the Honourable Frank Iacobucci and others, all parties have agreed to resolve all claims and matters referred to in the various litigation proceedings including all litigation in the manner which is the subject matter of this action.

15. THAT as part of the comprehensive settlement proposed, agreed to and filed with this Honourable Court, the Catholic Entities have agreed to participate in the settlement and contribute cash, services in kind, and to undertake a Canada wide campaign to raise funds to be used for healing and reconciliation all of which is more particularly set forth in the agreement of the Catholic Entities and Canada which is attached as a Schedule to the Settlement Agreement filed herein.

16. THAT the Catholic Entities and Canada Agreement is filed in these proceedings as Schedule O-3 of the Settlement Agreement and contains inter alia the following commitments:

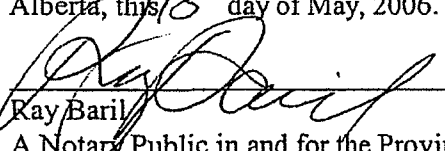
- (a) cash contributions of \$29,000,000 including payment for compensation and funds for healing and reconciliation purposes;
- (b) delivery of in kind services of \$25,000,000, validated, qualified and quantified by an independent validation committee;

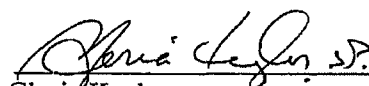
(c) the launch and conduct of a Canada wide campaign with a target amount of \$25,000,000 over a seven year period.

17. THAT the negotiation team and I believe that the settlement agreement is a fair, just, reasonable, comprehensive agreement, particularly in light of the fact that all the parties have provided evidence under oath of the same conviction that the agreement and the consent judgment is a fair, just, reasonable result for the members of the class.

18. THAT I make this affidavit in support of the application before the Court and the other Honourable Courts for an order as requested in the relief sought.

SWORN before me at the City of)
Edmonton, in the Province of)
Alberta, this 18 day of May, 2006.)


Ray Baril
A Notary Public in and for the Province
of Alberta
Being a Solicitor


Gloria Keylor, s.p.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER SR., ELIJAH BAXTER, LARRY PHILIP FONTAINE in his personal capacity and in his capacity as the Executor of the estate of Agnes Mary Fontaine, deceased, JAMES FONTAINE in his personal capacity and in his capacity as the Executor of the Estate of Agnes Mary Fontaine, deceased, PETER GEORGE TAATI AIRO, MICHELLINE AMMAQ, DONALD BELCOURT, JOHN BOSUM, RHONDA BUFFALO, FREDDIE JOHNNY EKOMIAK, ERNESTINE CAIBAIOSAI-GIDMARK, MICHAEL CARPAN, JIM CHEWANISH, EARL KENNETH COTE, MALCOLM DAWSON, ANN DENE, KEITH DIETER, VINCENT BRADLEY FONTAINE, MARIE GAGNON, PEGGY GOOD, CLIFFORD HOUSE, FRED KELLY, ROSEMARIE KUPTANA, JIMMIE KUMARLUK, ELIZABETH KUSIAK, THERESA LAROCQUE, JAME McCALLUM, CORNELIUS McCOMBER, STANLEY THOMAS NEPETAYPO, CAROLYN TAKATAK NIVIAxie, FLORA NORTHWEST, ELIASIE NOWKAWALK, NORMAN PAUCHEY, CAMBLE QUATELL, ALVIN BARNEY SAULTEAUX, SIMON SCIPIO, ELIZABETH SCIPIO-KOOKASH, CHRISTINE SEMPLE, DENNIS SMOKEYDAY, KENNETH SPARVIER, ALVIN GERALD STRAIGHTNOSE, EDWARD TAPIATIC, BLANDINA TULUGARJUK, HELEN WINDERMAN and ADRIAN YELLOWKNEE

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, THE PRESBYTERIAN CHURCH IN CANADA, THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE BAPTIST CHURCH IN CANADA, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD-McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MacKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL

CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, IMPACT NORTH MINISTRIES, INSTITUT DES SOEURS DU BON CONSEIL, JESUIT FATHERS OF UPPER CANADA, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE DU CANADA-EST), LES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA – GREY NUNS OF THE CROSS), LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE, LES SOEURS DE ST. FRANCOIS D'ASSISE, MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEARTS AND MARY IMMACULATE or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDERS OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), ST. PETER'S PROVINCE, THE BENEDICTINE SISTERS, THE BOARD OF THE HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DE COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), THE DIOCESE OF MOOSONEE,, THE DIOCESE OF SASKATCHEWAN, THE DIOCESE OF THE SYNOD OF CARIBOO, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE GREY SISTERS NICOLET, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE METHODIST CHURCH OF CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE-GRANDIN PROVINCE, THE MISSIONARY OBLATES OF MARY IMMACULATE-PROVINCE OF ST. JOSEPH, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA , THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE OBLATS OF

MARY IMMACULATE, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST, ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF SAINT ANNE, THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, THE SISTERS OF THE CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHBASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLOMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF YUKON, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA

Defendants

Proceeding under the Class Proceedings Act, 1992

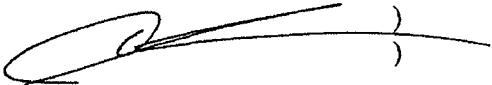
**AFFIDAVIT OF FATHER JACQUES L'HEUREUX
(SWORN APRIL 8, 2006)**

I, Father Jacques L'HEUREUX, O.M.I., of Ottawa, Ontario, duly-designated representative of duly-designated representative of "Les Oeuvres Oblates de l'Ontario", as per a duly-designated procuration dated December 1, 2005, MAKE OATH AND SAY as follows, that:

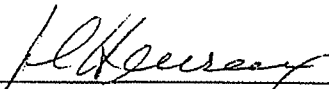
1. I am the duly-designated representative of the corporation known as "Les Oeuvres Oblates de l'Ontario", which is named as defendant in this proposed Class Action Settlement, and, as such, have personal knowledge of the facts and matters hereinafter deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.
2. I am a member of the religious institute known as "Les Missionnaires Oblats de Marie-Immaculée", or, in English, "The Missionary Oblates of Mary Immaculate".
3. I am authorized to depose this Affidavit on behalf of the above-mentioned corporation (hereinafter referred to as "the Corporation") which is a corporation initially incorporated in 1849 as "Les Missionnaires Oblats de Marie Immaculée" and whose successor corporation is "Les Oeuvres Oblates de l'Ontario".

4. The Corporation is named as defendant or as third party in court proceedings in the Province of Quebec and in the Province of Ontario by former students of residential schools or by Her Majesty the Queen in Right of Canada.
5. In excess of 150 plaintiffs have either commenced claims against the Corporation as a defendant or in which the Corporation was added as a third party by Her Majesty the Queen in Right of Canada. In the Ontario Baxter class action, Canada has initiated third party proceedings against the Corporation. The defence of such proceedings has constituted a heavy burden on both the finances and personnel of the Corporation. The Corporation has expended and continues to expend excessive resources and funds in the defence of proceedings involving residential schools. In the absence of a settlement, the Corporation will be required to expend even greater resources and funds to the extent available for the continued defence of such proceedings.
6. The average age of members of the Corporation (November 2005) is 74.80.
7. Without admitting liability for any alleged wrongdoing by the Corporation or by those for whom the Corporation may be responsible, the Corporation desires to achieve a fair and reasonable settlement of the Residential School Litigation so that resources and funds of the Corporation that are currently being spent in defence of such litigation can be redirected towards promoting healing and reconciliation in regards to former students of residential schools, their families and their communities. To this end, the Corporation and a number of other Corporations entered into a settlement agreement with Her Majesty the Queen in Right of Canada, copies of which are appended to the Settlement agreement filed in this proceeding.
8. The Corporation supports the proposed settlement agreement as being fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation.
9. In furtherance of the proposed settlement agreement, the Corporation consents to the certification of this particular action under the provisions of the Class Action Proceedings legislation and to court approval of the proposed settlement agreement as a practical means of concluding a national settlement regarding residential school litigation. Although the Corporation consents to the certification of the class action in this instance, it remains the position of the Corporation that class action certification should not be available for the adjudication of factual and legal issues in disputed residential school proceedings. The Corporation further understands that by providing this Affidavit it is not attorning to the jurisdiction of this court over any disputed residential school proceedings.
10. I make this Affidavit on behalf of the Corporation in support of the motion to this Honourable Court to approve certification and the proposed settlement agreement.

SWORN BEFORE ME at the City)
of ~~Ottawa~~^{Calgary}, in the Province of)
Ontario, this & day of Apr. /)
~~Alberta~~ A.D. 2006)



A Commissioner for Oaths in and
for the Province of Ontario



Father Jacques L'Heureux, O.M.I.

CANADA)
PROVINCE OF SASKATCHEWAN)

Q.B.G. No. 816 of 2005

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF REGINA

BETWEEN:

KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFOLO, JOHN DOE I, JANE
DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE
DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE
DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X,
JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE
XIII, JANE DOE XIII, and other John and Jane Does Individuals and Entities to be added

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA, and other James and Janet Does Individuals and
Entities to be added

Defendants

"Brought under the *Class Actions Act*"

AFFIDAVIT OF FATHER CAMILLE PICHE

AFFIDAVIT OF FATHER CAMILLE PICHE

I, FATHER CAMILLE PICHE, of the City of St. Albert, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS, THAT:

1. I am the Provincial Administrator of the Missionary Oblates - Grandin Province, named as a defendant in this proposed class action settlement, and as such have personal knowledge of the facts and matters herein deposed to except where stated to be on information and belief and where so stated I verily believe the same to be true.
2. I am a member of the religious institute known as the Missionary Oblates - Grandin Province.
3. I am authorized to depose this affidavit on behalf of Missionary Oblates - Grandin Province ("Grandin") which is a corporation, continued under Part II of the *Canada Corporations Act* as of the 6th date of July, 1984. At all times material to this action, Grandin was incorporated pursuant to an Act of the Parliament of Canada known as an Act to incorporate Les Reverends Peres Oblats de Marie Immaculee des Territoires du Nord-Quest, cited Statutes of Canada, 1883, ch. 96, as amend. During this time Grandin operated under three divisions or administrative units described as provinces. These were Alberta, Saskatchewan, Mackenzie and Grouard.
4. Grandin is named as a defendant or third party in court proceedings in the Province of Alberta, the Province of Saskatchewan and the Northwest Territories by former students of Residential Schools or by Her Majesty in the Right of Canada. CP

5. Grandin has been named as a Defendant or added as a Third Party by Her Majesty the Queen in Right of Canada in over 4000 claims. In the Ontario Baxter class, Canada has initiated Third Party proceedings against Grandin. Grandin is presently either a Defendant or Third Party in all of the test cases presently before Alberta Court of Queen=s Bench. Grandin is presently either a Defendant or Third Party in numerous actions presently before the Saskatchewan Court of Queen's Bench.

The defence of such proceedings has constituted a heavy burden on both the finances and personnel of Grandin. Grandin has expended, and continues to expend, excessive resources and funds in defence of proceedings involving Residential Schools. In the absence of a settlement, the Grandin will be required to expend even greater resources and funds, to the extent available, for the continued defence of such proceedings.

6. The average age of the members of Grandin is approximately 73 years.

7. Without admitting liability for any alleged wrongdoing by Grandin or by those for whom Grandin may be responsible, Grandin desires to achieve a fair and reasonable settlement of the Residential Schools litigation so that resources and funds of Grandin that are currently being spent in defence of such litigation can be redirected toward promoting healing and reconciliation in regard to former students of Residential Schools, their families, and their communities. Grandin along with other Entities have executed an agreement with Canada, which is scheduled as O-3 to the Settlement Agreement, to resolve all outstanding litigation.

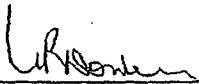
8. Grandin has had the benefit of legal and other professional advice prior to signing the Settlement Agreement and supports the proposed Settlement Agreement as being fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation. CP.

9. In furtherance of the proposed Settlement Agreement, Grandin consents to the certification of this particular action and to court approval of the Settlement Agreement as a practical means of concluding a national settlement regarding Residential School litigation. Although Grandin consents to the certification of the class action in this instance, it remains the position of Grandin that class action certification is not available for the adjudication of factual and legal issues in disputed Residential Schools proceedings. Grandin further understands that by providing this affidavit it is not attorning to the jurisdiction of this Honorable Court over any disputed Residential Schools proceedings.

10. I make this Affidavit on behalf of Grandin in support of the motion for this Honorable Court to approve certification and the Settlement Agreement.

SWORN before me at the City of)
 St. Albert, in the Province of)
 Alberta, this 16th day of)
 May, 2006.)

C. Piche, o.m.i.
 Fr. Camille Piche, o.m.i.



 A Notary Public
 for the Province of Alberta.
 Being a Solicitor

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF

MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION

**DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

DÉCLARATION SOLENNELLE OF BERNARD PINET

DÉCLARATION SOLENNELLE

Je, soussignée, Bernard Pinet Oblat de Marie Immaculée, de la Ville de Winnipeg, en la Province du Manitoba, déclare solennellement ce qui suit:

1. Je suis l'administrateur de la congrégation défenderesse et le représentant dûment autorisé de celle-ci pour les fins de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.

2. Je suis membre de la congrégation des Oblats de Marie Immaculée du Manitoba (ci-après désignée "L'OMI Man.").

3. Je suis dûment autorisée pour faire la présente déclaration au nom de L'OMI Man.

4. L'OMI Man. est identifiée comme partie défenderesse ou mise en cause dans les procédures judiciaires déposées devant la Cour du Banc de la Reine de la province du Manitoba, la Cour Supérieure de l'Ontario et la Cour du Banc de la Reine de la Saskatchewan par d'anciens élèves des Écoles Résidentielles ou par le Procureur général du Canada.

- 2 -

5. Plus de trois milles (3000) plaintes et de plaignants ont déposé des procédures judiciaires à l'encontre de L'OMI Man. comme partie défenderesse ou mise en cause. Dans le cadre du recours collectif Baxter, le Procureur général du Canada a déposé des procédures afin de mettre en cause L'OMI Man.. La contestation de l'ensemble de ces procédures a constitué un lourd fardeau sur les finances et le personnel de L'OMI Man.. L'OMI Man. a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Écoles Résidentielles. En l'absence d'un règlement, L'OMI Man. sera obligée de dépenser encore davantage de ressources et de fonds, jusqu'aux limites disponibles, pour continuer sa défense à de telles procédures.

6. La moyenne d'âge des membres L'OMI Man. est de plus de soixante quinze (75) ans.

7. Sans admission de responsabilité à l'égard de quelque défaut allégué à l'encontre de L'OMI Man. ou à l'encontre de toute personne dont L'OMI Man. pourrait être responsables, L'OMI Man. est disposée à parvenir à un règlement juste et raisonnable du litige concernant les Écoles Résidentielles, afin que les ressources et les fonds de L'OMI Man. qui sont présentement utilisés dans la défense à ce litige soient réorientées pour promouvoir la guérison et la réconciliation d'anciens élèves d'Écoles Résidentielles, de leurs familles et de leurs communautés. À cette fin, L'OMI Man. et plusieurs autres corporations se sont engagées dans une Entente de Règlement intervenue avec le Procureur général du Canada.

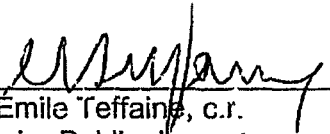
8. Je suis avisé par mon procureur, Me. Rhéal Émile Teffaine, c.r., que Sr. Gloria Keylor lui a remis à titre d'avocat de L'OMI Man. une copie des documents en annexe B à la déclaration solennelle de la dite Sr. Gloria Keylor et qu'au meilleur de ma connaissance la dite déclaration solennelle fera partie de ces procédures judiciaires et que la signature par les officiers de L'OMI Man. leur imputera la responsabilité légale prévue dans les dits documents, annexe B à la déclaration de Sr. Gloria Keylor.


9. L'OMI Man. a bénéficié de conseils légaux et professionnels avant la signature de l'Entente de Règlement. L'OMI Man. reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la poursuite du litige ainsi que les coûts des procès et appels à l'égard d'un tel litige.

10. Pour les fins de l'Entente de Règlement, L'OMI Man. consent au dépôt d'une déclaration de règlement suivant les dispositions applicables de la loi sur les recours collectifs du Manitoba, de l'Ontario et de la Saskatchewan et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Écoles Résidentielles. La position de L'OMI Man. est que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Écoles Résidentielles. Par la présente déclaration solennelle, L'OMI Man. ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Écoles Résidentielles, et L'OMI Man. n'admet que telle Cour soit le forum approprié à l'égard des mêmes procédures.

11. Je fais la présente déclaration solennelle au nom de L'OMI Man. au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

DONNÉ SOUS SERMENT devant moi)
à la Ville de Winnipeg, dans la)
Province du Manitoba, ce 19 jour)
d'avril, 2006.)


Rhéal Émile Teffaine, c.r.
Un Notaire Public dans et
pour la Province du Manitoba
Étant un solliciteur


Déclarant

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD - McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF

MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION

**DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON
CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

DÉCLARATION SOLENNELLE OF CÉCILE FORTIER

DÉCLARATION SOLENNELLE

Je, soussignée, Cécile Fortier, Missionnaires Oblates de St-Boniface, de la Ville de Winnipeg, en la Province du Manitoba, déclare solennellement ce qui suit:

1. Je suis l'une des administratrices de la congrégation défenderesse et la représentante dûment autorisée de celle-ci pour les fins de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.

2. Je suis membre de la congrégation des Missionnaires Oblates de St-Boniface au Manitoba aussi connue sous le nom The Missionary Oblate Sisters of Saint-Boniface (ci-après désignée "Les Oblates").

3. Je suis dûment autorisée pour faire la présente déclaration au nom des Oblates.

4. Les Oblates sont identifiées comme partie défenderesse ou mise en cause dans les procédures judiciaires déposées devant la Cour du Banc de la Reine de la province du Manitoba, la Cour Supérieure de l'Ontario et la Cour du Banc de la Reine de la Saskatchewan par d'anciens élèves des Écoles Résidentielles ou par le Procureur général du Canada.

- 2 -

5. Quelques centaines de plaintes et de plaignants ont déposé des procédures judiciaires à l'encontre des Oblates comme partie défenderesse ou mise en cause. Dans le cadre du recours collectif Baxter, le Procureur général du Canada a déposé des procédures afin de mettre en cause les Oblates. La contestation de l'ensemble de ces procédures a constitué un lourd fardeau sur les finances et le personnel des Oblates. Les Oblates ont dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Écoles Résidentielles. En l'absence d'un règlement, les Oblates seront obligées de dépenser encore davantage de ressources et de fonds, jusqu'aux limites disponibles, pour continuer leur défense à de telles procédures.

6. La moyenne d'âge des membres des Oblates est de plus de soixante dix huit (78) ans.

7. Sans admission de responsabilité à l'égard de quelque défaut allégué à l'encontre des Oblates ou à l'encontre de toute personne dont les Oblates pourraient être responsables, les Oblates sont disposées à parvenir à un règlement juste et raisonnable du litige concernant les Écoles Résidentielles, afin que les ressources et les fonds des Oblates qui sont présentement utilisés dans la défense à ce litige soient réorientées pour promouvoir la guérison et la réconciliation d'anciens élèves d'Écoles Résidentielles, de leurs familles et de leurs communautés. À cette fin, les Oblates et plusieurs autres corporations se sont engagées dans une Entente de Règlement intervenue avec le Procureur général du Canada.

8. Je suis avisé par mon procureur, Me. Rhéal Émile Teffaine C.R. que Sr. Gloria Keylor lui a remis à titre d'avocat des Oblates une copie des documents en annexe B à la déclaration solennelle de la dite Sr. Gloria Keylor et qu'au meilleur de ma connaissance la dite déclaration solennelle fera partie des présentes procédures judiciaires et que la signature par les officiers des Oblates leur imputera la responsabilité légale prévue dans les dits documents, annexe B à la déclaration de Sr. Gloria Keylor.

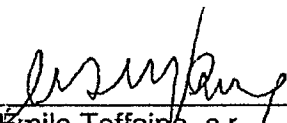
9. Les Oblates ont bénéficié de conseils légaux et professionnels avant la signature de l'Entente de Règlement. Les Oblates reconnaissent que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la poursuite du litige ainsi que les coûts des procès et appels à l'égard d'un tel litige.

10. Pour les fins de l'Entente de Règlement, les Oblates consentent au dépôt d'une déclaration de règlement suivant les dispositions applicables de la loi sur les recours collectifs du Manitoba, de l'Ontario et de la Saskatchewan et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Écoles Résidentielles. La position des Oblates est que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Écoles Résidentielles. Par la présente déclaration solennelle, les Oblates ne reconnaissent pas la compétence de toute Cour saisie de procédures judiciaires concernant les Écoles Résidentielles, et les Oblates

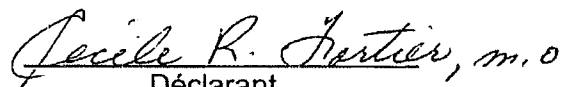
n'admettent pas que telle Cour soit le forum approprié à l'égard des mêmes procédures.

11. Je fais la présente déclaration solennelle au nom des Oblates au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

DONNÉ SOUS SERMENT devant moi)
à la Ville de Winnipeg, dans la Province)
du Manitoba, ce 19^{ème} jour d'avril,)
2006.)



Rhéal Émile Teffaine, c.r.
Un Notaire Public dans et
pour la Province du Manitoba
Étant un solliciteur


Déclarant

NO. L051875
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CAMBLE QUATELL, PEGGY GOOD, ADRIAN YELLOWKNEE, KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, MARIE GAGNON, SIMON SCIPIO, as representatives and claimants on behalf of themselves and all other individuals who attended Residential Schools in Canada, including but not limited to all Residential Schools' clients of the proposed Class Counsel, Merchant Law Group, as listed in part in Schedule 1 to this Claim, and the John and Jane Does named herein, and such further John and Jane Does and other individuals belonging to the proposed class, including JOHN DOE I, JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X, JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, being a Jane and John Doe for each Canadian province and territory, and other John and Jane Does, Individuals, Estates, Next-of-Kin and Entities to be added

PLAINTIFFS

AND:

ATTORNEY GENERAL OF CANADA

DEFENDANT

Proceeding under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

AFFIDAVIT OF BISHOP GARY GORDON

I, Bishop Gary Gordon, Bishop of the Diocese of Whitehorse, of The Catholic Episcopal Corporation of Whitehorse, of 5119 5th Avenue, Whitehorse, Yukon Territory, MAKE OATH AND SAY as follows, that:

1. I am the Bishop of the Diocese of Whitehorse of The Catholic Episcopal Corporation of Whitehorse which is named as a defendant in this proposed Class Action Settlement, and as such have personal knowledge of the facts and matters hereinafter deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.

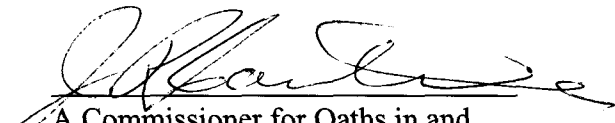
2. I am a member of The Catholic Episcopal Corporation of Whitehorse.
3. I am authorized to depose this Affidavit on behalf of The Catholic Episcopal Corporation of Whitehorse (hereinafter referred to as “the Corporation”) which is a corporation incorporated as The Catholic Episcopal Corporation of Whitehorse pursuant to the Statutes of Canada, 9 George VI, 1945, c. 48.
4. The Corporation is named as a defendant or a third party in court proceedings in the Province of British Columbia and Yukon Territory by former students of residential schools or by Her Majesty the Queen in Right of Canada.
5. There are in excess of ten claims and one hundred and twenty-seven plaintiffs that have either commenced claims against the Corporation as a defendant or in which the Corporation has been added as a third party by Her Majesty the Queen in Right of Canada. In the Ontario Baxter class action, Canada has initiated third party proceedings against the Corporation. The defence of such proceedings has constituted a heavy burden on both the finances and personnel of the Corporation. The Corporation has expended and continues to expend excessive resources and funds in the defence of proceedings involving residential schools. In the absence of a settlement, the Corporation will be required to expend even greater resources and funds to the extent available for the continued defence of such proceedings.
6. The average age of the clergy and sisters working with the Diocese is 75.
7. Without admitting liability for any alleged wrongdoing by the Corporation or by those for whom the Corporation may be responsible, the Corporation desires to achieve a fair and reasonable settlement of the Residential School Litigation so that resources and funds of the Corporation that are currently being spent in defence of such litigation can be redirected towards promoting healing and reconciliation in regards to former students of

residential schools, their families and their communities. The Corporation entered into a settlement agreement dated the 3rd day of June, 2005 with Her Majesty the Queen in Right of Canada.

8. To this end, the Corporation and a number of other corporations entered into a further Settlement Agreement with Her Majesty the Queen in Right of Canada, which I verily believe is filed in these proceedings.
9. The Corporation has had the benefit of legal and other professional advice prior to the signing of the further Settlement Agreement. The Corporation supports the further Settlement Agreement as being fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation.
10. In furtherance of the further Settlement Agreement, the Corporation consents to the certification of this particular action under the provisions of the *Class Proceedings Act*, RSBC 1996, c.50 and to court approval of the further Settlement Agreement as a practical means of concluding a national settlement regarding residential school litigation. Although the Corporation consents to the certification of the class action in this instance, it remains the position of the Corporation that class action certification should not be available for the adjudication of factual and legal issues in disputed residential school proceedings. The Corporation further understands that by providing this Affidavit it is attourning to the jurisdiction of this court over any disputed residential school proceedings and the Corporation is agreeing that this Honourable Court is the appropriate forum for any disputed residential school proceedings.

11. I make this Affidavit on behalf of the Corporation in support of the motion to this Honourable Court to approve certification and the further Settlement Agreement.

SWORN BEFORE ME at the City)
of Whitehorse, in the Yukon Territory)
this 15th day of JUNE, A.D. 2006.)


A Commissioner for Oaths in and
for the Yukon Territory


BISHOP GARY GORDON

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CAMBLE QUATELL, PEGGY GOOD, ADRIAN YELLOWKNEE, KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, MARIE GAGNON, SIMON SCIPIO, as representatives and claimants on behalf of themselves and all other individuals who attended Residential Schools in Canada, including but not limited to all Residential Schools' clients of the proposed Class Counsel, Merchant Law Group, as listed in part in Schedule 1 to this Claim, and the John and Jane Does named herein, and such further John and Jane Does and other individuals belonging to the proposed class, including JOHN DOE I, JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X, JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, being a Jane and John Doe for each Canadian province and territory, and other John and Jane Does, Individuals, Estates, Next-of-Kin and Entities to be added

PLAINTIFFS

AND:

ATTORNEY GENERAL OF CANADA

DEFENDANT

Proceeding under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50**AFFIDAVIT OF SISTER DOROTHY JEAN BEYER**

I, Sister Dorothy Jean Beyer, of the Benedictine Sisters of Mt. Angel, Oregon of the City of Mt. Angel, in the State of Oregon, United States of America, MAKE OATH AND SAY AS FOLLOWS, THAT:

1. I am the Prioress of the Benedictine Sisters of Mt. Angel, Oregon which is named as defendant in this proposed Class Action Settlement, and as such have personal knowledge of the facts and matters herein deposed to except where stated to be on information and belief and where so stated I verily believe the same to be true.

2. I am a member of the Benedictine Sisters of Mt. Angel, Oregon.
3. I am authorized to depose this Affidavit on behalf of the Benedictine Sisters of Mt. Angel, Oregon (hereinafter referred to as “the Benedictine Sisters”).
4. The Benedictine Sisters are named as a defendant or third party in court proceedings in the Province of British Columbia by former students of residential schools or by Her Majesty the Queen in the Right of Canada.
5. That in excess of six claims and ten plaintiffs that have either commenced claims against the Benedictine Sisters as a defendant or in which the Benedictine Sisters have been added as a third party by Her Majesty the Queen in Right of Canada. In the Ontario Baxter class action, Canada has initiated Third Party proceedings against the Benedictine Sisters. The defence of such proceedings has constituted a heavy burden on both the finances and personnel of the Benedictine Sisters. The Benedictine Sisters have expended, and continue to expend, excessive resources and funds in defence of proceedings involving residential schools. In the absence of a settlement, the Benedictine Sisters will be required to expend even greater resources and funds to the extent available for the continued defence of such proceedings.
6. The average age of the members of the Benedictine Sisters is 69.
7. Without admitting liability for any alleged wrongdoing by the Benedictine Sisters or by those for whom the Benedictine Sisters may be responsible, the Benedictine Sisters desire to achieve a fair and reasonable settlement of the Residential School litigation so that resources and funds of the Benedictine Sisters that are currently being spent in defence of such litigation can be redirected towards promoting healing and reconciliation in regard to former students of residential schools, their families, and their communities.

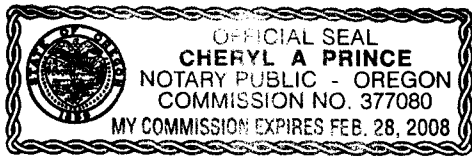
8. To this end, the Benedictine Sisters and a number of other corporations entered into a Settlement Agreement with Her Majesty the Queen in Right of Canada, which I verily believe is filed in these proceedings.
9. The Benedictine Sisters have had the benefit of legal and other professional advice prior to the signing of the Settlement Agreement. The Benedictine Sisters support the Settlement Agreement as being fair and reasonable considering the factual and legal risks inherent in continued litigation and the costs of trials and appeals of such litigation.
10. In furtherance of the Settlement Agreement, the Benedictine Sisters consent to the certification of this particular action under the provisions of the *Class Proceedings Act*, RSBC 1996, c.50 and to court approval of the Settlement Agreement as a practical means of concluding a national settlement regarding residential school litigation. Although the Benedictine Sisters consent to the certification of the class action in this instance, it remains the position of the Benedictine Sisters that class action certification should not be available for the adjudication of factual and legal issues in disputed residential school proceedings. The Benedictine Sisters further understands that by providing this Affidavit it is attourning to the jurisdiction of this Honourable Court over any disputed residential school proceedings, and the Benedictine Sisters is agreeing that this Honourable Court is the appropriate forum for any disputed residential school proceedings.

11. I make this Affidavit on behalf of Benedictine Sisters in support of the motion for this Honourable Court to approve the Settlement Agreement.

SWORN before me at the County of Marion)
in the State of Oregon, USA this 9th)
day of June, 2006.)

Cheryl A. Prince)
A Notary Public in and for the)
State of Oregon, USA)
Notary Expiration date Feb. 28, 2008)

Sr. Dorothy Jean Beyer, OSB
Sr. Dorothy Jean Beyer, OSB



DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Pauline Phaneuf, Assistante-générale de la Congrégation des Sœurs de Saint-Joseph de St-Hyacinthe, de la ville de St-Hyacinthe, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Soeurs de Saint-Joseph de St-Hyacinthe (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. Plus d'une centaine de procédures judiciaires introductives d'instance devant les Cours supérieures des provinces d'Ontario, Manitoba et Saskatchewan ont été signifiées à la Congrégation ou à ses membres comme parties défenderesses et/ou mises en cause. Dans le cadre du recours collectif Baxter, le Procureur général du Canada a déposé des procédures afin de mettre en cause la Congrégation.
6. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
7. En l'absence d'un règlement approuvé par la Cour supérieure des provinces d'Ontario, du Manitoba et de la Saskatchewan, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.

8. La moyenne d'âge des membres de la Congrégation est approximativement de soixante-quinze (75) ans.

9. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

10. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demandereses.

11. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

12. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

13. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

14. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

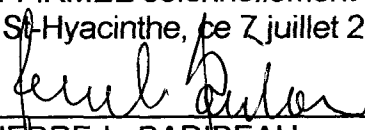
15. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

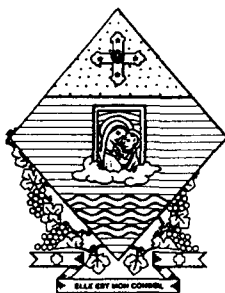
16. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :


Sœur Pauline Phaneuf s.j.s.h.

AFFIRMÉE solennellement devant moi,
à St-Hyacinthe, ce 7 juillet 2006


PIERRE-L. BARIBEAU
District de Montréal,
Province de Québec



LA CONGRÉGATION

DES SOEURS

DE NOTRE-DAME

DU BON-CONSEIL

DE CHICOUTIMI

DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Suzanne Tremblay, Supérieure générale de la Congrégation des Sœurs Notre-Dame du Bon-Conseil de Chicoutimi, de la ville de Chicoutimi, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Soeurs de Notre-Dame du Bon-Conseil de Chicoutimi (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
6. En l'absence d'un règlement approuvé par la Cour supérieure de la province de l'Ontario, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.
7. La moyenne d'âge des membres de la Congrégation est de 76 ans.
8. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité

quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

9. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demanderesses.

10. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

11. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

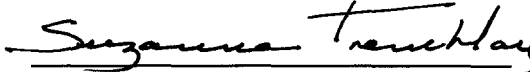
12. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

13. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.


14. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

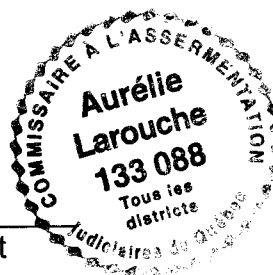
15. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :


Soeur Suzanne Tremblay

AFFIRMÉE solennellement devant moi,
à Chicoutimi, ce 30^{ième} jour de juin 2006


Commissaire à l'assermentation pour le district
judiciaire dans la province de Québec



DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Robéa Duguay, Sœur provinciale de la Congrégation des Religieuses de Jésus-Marie, des villes de Montréal et de Québec, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Religieuses de Jésus-Marie, des villes de Montréal et Québec (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
6. En l'absence d'un règlement approuvé par la Cour supérieure de la province de l'Ontario, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.
7. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.
8. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la

Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

9. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demanderesse.

10. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

11. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

12. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

13. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

14. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

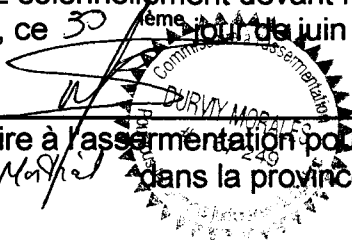
15. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :

Robea Duguay RDM
Sœur Robéa Duguay

AFFIRMÉE solennellement devant moi,
à Montréal, ce 30^{ème} jour de juin 2006

M. Durvy Morale
Commissaire à l'assermentation pour le district
judiciaire *Montréal* dans la province de Québec



DÉCLARATION ASSERMENTÉE

Je, soussignée, PEARL GOUDREAU, de la Congrégation des Sœurs de l'Assomption de la Sainte-Vierge, en la province de l'Alberta, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Sœurs de l'Assomption de la Sainte-Vierge, en la province de l'Alberta (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. Plus d'une centaine de procédures judiciaires introductives d'instance devant la Cour supérieure de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan ont été signifiées à la Congrégation ou à ses membres comme parties défenderesses et/ou mises en cause. Dans le cadre du recours collectif Baxter, le Procureur général du Canada a déposé des procédures afin de mettre en cause la Congrégation.
6. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
7. En l'absence d'un règlement approuvé par la Cour supérieure de la province de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan, la Congrégation sera obligée de dépenser encore davantage de ressources et de

fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.

8. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.

9. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

10. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demanderesses.

11. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

12. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

13. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation des différentes Cours saisies, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

14. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

15. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie

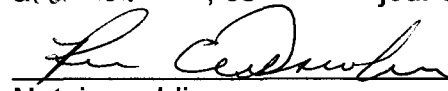
de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

16. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :


Sœur PEARL GOUDREAU

AFFIRMÉE solennellement devant moi,
à Edmonton, ce 29^{ième} jour de juin 2006


Notaire public
Province d'ALBERTA

Pierre C. Desrochers
Barrister & Solicitor

DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Denise Brochu, Supérieure générale de la Congrégation des Sœurs de l'Assomption de la Sainte-Vierge, de la ville d'Ottawa, en la province d'Ontario, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Sœurs de l'Assomption de la Sainte-Vierge, de la ville de Nicolet (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. Plus d'une centaine de procédures judiciaires introductives d'instance devant la Cour supérieure de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan ont été signifiées à la Congrégation ou à ses membres comme parties défenderesses et/ou mises en cause. Dans le cadre du recours collectif Baxter, le Procureur général du Canada a déposé des procédures afin de mettre en cause la Congrégation.
6. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
7. En l'absence d'un règlement approuvé par la Cour supérieure de la province de la province de l'Ontario, la Cour du Banc de la Reine de la province de l'Alberta et la Cour du Banc de la Reine de la province de la Saskatchewan, la Congrégation sera obligée de dépenser encore davantage de ressources et de

fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.

8. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.

9. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

10. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demandereses.

11. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

12. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

13. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation des différentes Cours saisies, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

14. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

15. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie

de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

16. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :

Denise Brochu s.o.s.v.
Sœur Denise Brochu

AFFIRMÉE solennellement devant moi,
à Ottawa, ce 29^{ième} jour de juin 2006

Micheline Bossé
Commissaire à l'assermentation

Micheline Réjeanne Bossé, a Commissioner, etc.,
City of Ottawa, for
Lavery, de Billy, Barristers and Solicitors.
Expires February 13, 2009.

DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Suzanne Bridet, Supérieure générale de la Congrégation des Sœurs de Saint-François d'Assise, de la ville de Montréal, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Soeurs de Saint-François d'Assise (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
6. En l'absence d'un règlement approuvé par la Cour supérieure de la province de l'Ontario, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.
7. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.
8. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la

Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

9. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demanderesses.

10. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

11. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

12. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

13. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.


14. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

15. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :


Sœur Suzanne Bridet

AFFIRMÉE solennellement devant moi,
à Montréal, ce 29^{ième} jour de juin 2006


Commissaire à l'assermentation pour le district
judiciaire *Québec* dans la province de Québec



DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Diane Beaudoin, Supérieure générale de la Congrégation des Sœurs de la Charité de Saint-Hyacinthe, de la ville de Saint-Hyacinthe, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Soeurs de la Charité de Saint-Hyacinthe (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement des recours collectif et autres litiges éventuels et, à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La participation à l'Entente de Règlement concernant des procédures judiciaires pendantes ou éventuelles constitue un fardeau sur le patrimoine et les membres de la Congrégation.
5. En l'absence de l'Entente de Règlement approuvé par les Cours supérieures à travers le Canada, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.
6. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.
7. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation participe à l'Entente de Règlement raisonnable convenu avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce

litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

8. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demanderesses.

9. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

10. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

11. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de participer au règlement national concernant le litige des Pensionnats autochtones.

12. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

13. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

14. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

EN FOI DE QUOI, J'AI SIGNÉ :

S. Diane Beaudoin
Sœur Diane Beaudoin

AFFIRMÉE solennellement devant moi,
à Saint-Hyacinthe, ce 29^{ième} jour de juin 2006

Marie-Jeanne Robit 116 907
Commissaire à l'assermentation
Province de Québec

DÉCLARATION ASSERMENTÉE

Je, soussignée, Sœur Gloria Paradis, Supérieure générale de la Congrégation des Sœurs de Notre-Dame Auxiliatrice de Rouyn Noranda, de la ville de Rouyn Noranda, en la province de Québec, déclare solennellement ce qui suit :

1. Je suis l'une des administratrices de la Congrégation des Soeurs de Notre-Dame Auxiliatrice de Rouyn Noranda (ci-après «Congrégation»), corporation défenderesse, et la représentante dûment autorisée de celle-ci pour les fins de traitement de la proposition de règlement du recours collectif et à ce titre, j'ai une connaissance personnelle des faits contenus à la présente, sauf pour les faits indiqués comme étant vrais au meilleur de ma connaissance.
2. Je suis membre de la Congrégation.
3. Je suis dûment autorisée aux fins de la présente déclaration assermentée au nom de la Congrégation.
4. La Congrégation est identifiée comme partie défenderesse et/ou mise en cause dans les procédures judiciaires déposées devant la Cour supérieure de la province de l'Ontario par d'anciens élèves des Pensionnats autochtones ou par le Procureur général du Canada.
5. La contestation de l'ensemble de ces procédures a constitué et continue d'être un lourd fardeau sur le patrimoine et les membres de la Congrégation qui a dépensé, et continue de dépenser de façon excessive, des ressources et des fonds afin de se défendre à l'encontre des procédures concernant les Pensionnats autochtones à travers le Canada.
6. En l'absence d'un règlement approuvé par la Cour supérieure de la province de l'Ontario, la Congrégation sera obligée de dépenser encore davantage de ressources et de fonds, pouvant éventuellement placer la corporation dans une situation éventuelle susceptible de mettre en péril tout son patrimoine, pour continuer de défendre ses membres et la corporation face aux procédures judiciaires y compris les procès.
7. La moyenne d'âge des membres de la Congrégation est de plus de quatre-vingts (80) ans.
8. Uniquement pour les fins de conclure un règlement global de toutes procédures devant les différentes Cours ainsi que les poursuites éventuelles, et sans admission d'aucune sorte y compris de responsabilité quant aux allégations

B.P.

apparaissant aux procédures judiciaires et réclamations à l'encontre de la Congrégation et/ ou de ses membres ou ex membres ou de toute personne dont la Congrégation pourrait être déclarée responsable, la Congrégation a négocié et convenu d'un règlement raisonnable avec le gouvernement du Canada du litige concernant les Pensionnats autochtones, afin que les ressources et les fonds de la Congrégation qui sont présentement utilisés dans la défense à ce litige soient réorientés pour promouvoir la guérison et la réconciliation d'anciens élèves des Pensionnats autochtones, de leurs familles et de leurs communautés.

9. À cette fin, la Congrégation et plusieurs autres corporations se sont engagées par voie d'une Entente de Règlement intervenue avec le Procureur général du Canada et par extension avec les personnes demandresses.

10. Une copie conforme de l'Entente de Règlement signée par le représentant dûment autorisé de la Congrégation ainsi que les autres corporations et parties est jointe à la présente déclaration.

11. La Congrégation a bénéficié de conseils légaux et professionnels avant de conclure et de signer l'Entente de Règlement et reconnaît que l'Entente de Règlement est juste et raisonnable considérant les risques factuels et légaux inhérents à la continuation des litiges ainsi que les coûts des procès et appels à l'égard d'un tel litige.

12. Pour les fins de l'Entente de Règlement, la Congrégation consent au dépôt d'une déclaration de règlement suivant les dispositions législatives applicables et à l'obtention de l'approbation de la Cour, afin de conclure un règlement national concernant le litige des Pensionnats autochtones.

13. La position de la Congrégation est à l'effet que la procédure de recours collectif n'est pas recevable à l'égard des questions factuelles et légales contenues dans les procédures judiciaires concernant les Pensionnats autochtones.

14. Par la présente déclaration solennelle et pour les fins de la protection de ses droits, la Congrégation ne reconnaît pas la compétence de toute Cour saisie de procédures judiciaires concernant les Pensionnats autochtones et la Congrégation n'admet pas que telle Cour soit le forum approprié à l'égard des mêmes procédures, mais uniquement aux fins de la reconnaissance d'un règlement global de tous les litiges existants ou éventuels reliés aux Pensionnats autochtones.

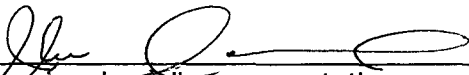
15. Je fais la présente déclaration solennelle au nom de la Congrégation au soutien de la requête pour obtention de l'approbation de la Cour à l'égard de l'Entente de Règlement.

A handwritten signature in dark ink, appearing to be the initials 'B.P.' with a stylized flourish.

EN FOI DE QUOI, J'AI SIGNÉ :

Gloria Paradis n.d.a.
Sœur Gloria Paradis

AFFIRMÉE solennellement devant moi,
à Rouyn Noranda, ce 30^{ième} jour de juin 2006



Commissaire à l'assermentation pour le district
judiciaire dans la province de Québec

Jean-Luc RACICOT, NOTAIRE

BAXTER, et al. v.

THE ATTORNEY GENERAL v. THE SYNOD OF ANGLICAN
CHURCH, et al.

Court File No: 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**JOINT MOTION RECORD
(Motion for Settlement Approval
returnable August 29, 30 and 31, 2006**

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