COURT FILE NO: 40619

IN THE SUPREME COURT OF CANADA
(ON APPEAL FROM THE COURT OF APPEAL OF QUEBEC)

BETWEEN:

ATTORNEY GENERAL OF QUEBEC

APPELLANT
(RESPONDENT)

and

PEKUAKAMIULNUATSH TAKUHIKAN

RESPONDENT
(APPELLANT)

and

ATTORNEY GENERAL OF CANADA

INTERVENER
(RESPONDENT)

FACTUM OF THE INTERVENER, OKANAGAN INDIAN BAND

(Pursuant to Rules 37 and 42 of the *Rules of the Supreme Court of Canada*)

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Part I. Overview

1. This appeal provides an opportunity to articulate a clear framework for assessing claims based on the honour of the Crown. This framework should consist of four stages, beginning at stage one with an assessment of the context surrounding the Crown conduct to determine if the honour of the Crown is engaged. In this case, each of the markers of the honour of the Crown from the jurisprudence is present. Crown-First Nation fiscal arrangements for on-reserve services: (1) affect the reconciliation of pre-existing Indigenous governance with Crown assertion of sovereignty; (2) affect the asserted s. 35 right to self-government; (3) affect a First Nation's specific interest in its reserve lands; and (4) are directed specifically at First Nation communities.[1]

Part II. Questions in Issue

2. Okanagan Indian Band ("Okanagan") submits that the honour of the Crown is engaged by Crown-First Nation fiscal arrangements for on-reserve services.

Part III. Statement of Argument

A. A Framework for Claims Invoking the Honour of the Crown

3. While this Court has affirmed that the honour of the Crown is "always at stake"[2] in its dealings with Aboriginal people, it has also stated that "not all interactions between the Crown and Aboriginal people engage it."[3] No decision has articulated a cohesive framework for determining when and how the honour of the Crown applies.

4. Okanagan proposes a four-stage framework for assessing claims invoking the honour of the Crown. First, is the honour of the Crown engaged? Second, if the honour of the Crown is engaged, what duties flow from it in the circumstances? Third, were those duties met? Fourth, if the applicable duties were not met, what is the appropriate remedy?[4]

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[1] The term "First Nation" is used throughout this factum; however, funding arrangements are regularly negotiated at the level of "bands" under the *Indian Act*, RSC, 1985, c I-5. A First Nation may be comprised of one or several bands. This does not change our analysis.

[2] *Haida Nation v British Columbia (Minister of Forests)*, 2004 SCC 73 [*Haida*] at para 16.
[3] *Manitoba Metis Federation Inc. v Canada (Attorney General)*, 2013 SCC 14 [*Manitoba Metis*] at para 68.
[4] Jack Woodward Q.C., "The Honour of the Crown"(British Columbia: PBLI, 2021), p. 7.

Stage 1: Assess if the Honour of the Crown is Engaged

5. Judicial consideration of the honour of the Crown has not clearly distinguished between stages one and two. Okanagan proposes that at the first stage a court should consider the larger context within which Crown conduct takes place and its intended or expected outcome to determine whether the honour of the Crown is engaged.

6. The honour of the Crown "must be understood generously" to reflects its origin and purpose.[5] It arises "from the Crown's assertion of sovereignty over an Aboriginal people and *de facto* control of land and resources that were formerly in the control of that people", predating s. 35 of the *Constitution Act, 1982*.[6] This origin is reflected in its purposes: (1) to recognize the fact that Indigenous[7] societies occupied what is now Canada prior to arrival of the Crown and its subjects; and (2) to reconcile the continued existence of these societies with asserted Crown sovereignty.[8]

7. The jurisprudence reveals several markers of engagement of the honour of the Crown that echo these purposes. At stage one of the analysis, courts should identify whether these markers are present by examining the context and the intended or potential impact of the Crown's conduct and asking:

   i. Does the conduct stand to affect the reconciliation of pre-existing Indigenous societies and governance with asserted Crown sovereignty?[9] Treaty-making and interpretation is one example of such conduct, as is a land arrangement intended to make Crown sovereignty more acceptable to an Indigenous group.[10]

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[5] *Haida* at para 17; *Taku River Tlingit First Nation v British Columbia (Project Assessment Director)*, 2004 SCC 74 [*Taku River Tlingit*] at para 24.
[6] *Manitoba Metis* at para 66 reproducing part of *Haida* at para 32.
[7] The term "Indigenous" is used to refer to all Aboriginal people generally. The term "Aboriginal" is used in specific reference to s. 35 Aboriginal rights or when quoting case law.
[8] *R v Desautel*, 2021 SCC 17 [*Desautel*] at para 22 reproduced in *Anderson v Alberta*, 2022 SCC 6 [*Anderson*] at para 25.
[9] See also Appellant's Factum at para 32, last sentence.
[10] *Haida* at para 32; *Manitoba Metis* at paras 25–31, 70–71; *Mikisew Cree First Nation v Canada (Minister of Canadian Heritage)*, 2005 SCC 69 at para 51; *R v Badger*, [1996] 1 SCR 771 [*Badger*] at para 41.

ii. Does the conduct stand to affect a right recognized and affirmed under s. 35 of the *Constitution Act, 1982*, whether proven or asserted? This marker is present in cases involving the duty to consult[11] and infringement of Aboriginal rights.[12]

iii. Does the conduct stand to affect a "specific Aboriginal interest"? This marker is present in case law on Crown decisions relating to reserve land, where the honour of the Crown gives rise to a *sui generis* fiduciary duty upon the Crown assuming discretionary control over the interest.[13]

iv. Is the conduct directed at an Indigenous group, as opposed to a broader group which may include Indigenous peoples? As with the first marker, examples include treaty-making and constitutional promises or statutory grants made specifically and exclusively to an Aboriginal people (as opposed to all Canadians).[14]

8. These markers of engagement may overlap, and they need not all be present to support a finding that the honour of the Crown is engaged. Others may evolve over time. This list provides a workable starting point.

9. A framework focused first on the larger context in stage one, rather than on specific Crown actions, ensures this broad and flexible doctrine can be applied in a principled and coherent way to varying conduct. It also ensures the application of the honour of the Crown is not limited by the specific actions the Crown chooses to take, or not take. If the honour of the Crown arose only when the Crown undertook certain actions (such as making a constitutional promise), it could avoid the application of the principle by sitting on its hands and doing nothing. That would contradict the spirit of the honour of the Crown and existing jurisprudence that suggests the honour of the Crown can oblige the Crown to act.[15]

Stage 2: Identify the Specific Duties

10. If stage one establishes that the honour of the Crown is at stake, the analysis moves to stage two, where the specific conduct at issue is examined to identify the specific duties that flow

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[11] *Haida* at para 16.
[12] *R v Sparrow*, [1990] 1 SCR 1075 [*Sparrow*] at paras 58 and 64.
[13] E.g. *R v Guerin*, [1984] 2 SCR 335 at 382 and 385; *Wewaykum Indian Band v Canada*, 2002 SCC 79 at paras 13, 76–79; *Southwind v Canada*, 2021 SCC 28 [*Southwind*] at paras 60 and 63.
[14] *R v Kokopenace*, 2015 SCC 28 at para 99; See also *Manitoba Metis* at para 72.
[15] See e.g. *Desautel* at para 30; *Haida* at paras 20 and 25.

from the honour of the Crown in the circumstances.[16] The question here is: what duty arises to ensure the conduct is honourable? The jurisprudence has recognized a variety of duties in varying circumstances applying to a variety of Crown actors. These include the duty to consult, fiduciary duty, the duty to negotiate honourably, and the duty of diligent implementation, among others.[17]

Stage 3: Determine Whether Duties Were Met

11. Stage three examines whether the identified duty or duties are met. As this would be dependent on the duty at issue and heavily fact-specific, Okanagan does not address it here.

Stage 4: Impose Appropriate Remedies

12. At stage four of the analysis, there is no one remedy that is "generally the most appropriate remedy"[18] in response to the breach of a duty flowing from the honour of the Crown. Courts should take a fact-specific, purposive approach based on what duty was breached, at what stage of a process, in what manner, and what harm or loss the breach caused. In response to a breach of the duty to consult courts can impose an injunction, damages, or an order to carry out consultation prior to proceeding.[19] Breach of fiduciary duty similarly permits "virtually limitless"[20] possible remedies, including equitable compensation. This is a "loss-based remedy that deters wrongdoing and enforces the trust at the heart of the fiduciary relationship."[21] In situations where breach of other duties flowing from the honour of the Crown result in a quantifiable loss, equitable compensation may be appropriate given the special nature of the Crown-Indigenous relationship (even when no fiduciary duty arises),[22] the importance of deterring wrongdoing within it, and the importance of enforcing the duty.

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[16] *Haida* at paras 18, 54; *Manitoba Metis* at para 74.
[17] *Manitoba Metis* at paras 73, 75, 76, 94; *Haida* at para 20 and 25; *Desautel* at paras 21, 24–25; *Sparrow* at 1114; *Badger* at para 41; *Newfoundland and Labrador (Attorney General) v Uashaunnuat (Innu of Uashat and of Mani-Utenam)*, 2020 SCC 4 at paras 23, 51.
[18] Factum of the Intervener, Attorney General of Canada, February 26, 2024, at para 29 (our translation from the original French).
[19] *Rio Tinto Alcan Inc. v Carrier Sekani Tribal Council*, 2010 SCC 43 at para 37 citing to *Haida* at paras 13–14.
[20] Kent W. Roach, *Constitutional Remedies in Canada*, 2nd ed (Thomson Reuters Canada) [*Roach*], §15:25.
[21] *Southwind* at para 66.
[22] E.g. *Daniels v Canada (Indian Affairs and Northern Development)*, 2016 SCC 12 at para 53.

13. As the honour of the Crown looks back to historic impact and forward to reconciliation,[23] so too should remedies consider both the loss caused by any breach as well as what is required to guide the relationship going forward. A declaration of a breach and an order to take certain steps may be appropriate where it may assist negotiations. However, where "the Crown has abused its position and capitalized on inequalities of bargaining power", damages may be appropriate.[24] Such a remedy looks back at the harm caused and the improper advantage gained by the Crown; it also looks forward by acting as a measure of deterrence.

14. The remainder of these submissions apply stage one to Crown-First Nation fiscal arrangements.

B. Applying Stage 1: Markers Indicate that Crown-First Nation Fiscal Arrangements for On-Reserve Services Engage the Honour of the Crown

Marker 1: Crown-First Nation Fiscal Arrangements Reconcile Continued Indigenous Self-Government and Asserted Crown Sovereignty

15. Crown-First Nation fiscal agreements are necessary because of the very circumstances that give rise to the honour of the Crown: the assertion of Crown sovereignty and *de facto* control over lands and resources that were formerly governed by First Nations,[25] and the resulting deprivation of First Nations' resources by the Crown. Fiscal agreements can provide some redress and support a return to self-government through increased capacity for service delivery, reconciling asserted Crown sovereignty and First Nation governance.

16. After the assertion of Crown sovereignty, the Crown confined First Nations to reserve lands amounting to a fraction of their territory, robbing them of the ways and means to support their citizens and autonomous governments. Crown dispossession of lands and resources that were the cornerstone of First Nations' traditional economic base "left most band governments too few resources to be self-sufficient."[26] Conversely, the Crown benefitted from access to a vast territory and a significant tax base to support Crown governance and provision of services.

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[23] *Desautel* at para 30.
[24] *Roach*, §15:2.
[25] *Haida* at para 32.
[26] *McDiarmid Lumber Ltd. v God's Lake First Nation*, 2006 SCC 58 [*McDiarmid*] at para 95.

17. Crown-First Nation funding agreements for on-reserve services are not evidence of the Crown's generosity, nor do they flow from Crown governments' general responsibility to their citizens. They are government-to-government agreements necessary to address the significant resource imbalance caused by the Crown assertion of sovereignty and *de facto* control of First Nations' lands and resources. The Crown must commit resources to on-reserve services not only to guard against "separate and unequal" treatment by ensuring that reserves are not enclaves of racially segregated socio-economic depression. It must also do so to promote institutions and processes of Indigenous self-governance, furthering the objective of reconciliation.[27] Without adequate resourcing self-government is not possible.[28] Sharing resources through funding agreements represents a form of reconciliation of Crown sovereignty and Indigenous self-government.

18. Explicit statements of an intention to support Indigenous self-government in policy (as in this case), legislation,[29] or agreements merely make the implicit explicit: unless and until the resources of their broader territories are returned to, or equitably shared with, First Nations, Crown funding is inextricably linked to their capacity to self-govern. This remains true regardless of whether the First Nation is delivering the programming itself. Fiscal arrangements regarding on-reserve services directly affect a First Nation's say in how programs are administered, and their capacity to take on direct service provision.

19. The *United Nations Declaration on the Rights of Indigenous Peoples* ("UNDRIP") – part of Canada's domestic positive law[30] – also clearly links the right of self-government with the necessary funds to carry it out and recognizes the state's role in providing that financial assistance. It connects the right to self-determination with the right of Indigenous peoples to pursue their economic, social, and cultural development. This in turn encompasses "the right to be actively involved in developing and determining" health, economic, and social

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[27] *Anderson* at para 25.
[28] Rami Shoucri, "Weaving a Third Strand Into the Braid of Aboriginal-Crown Relations: Legal Obligations to Finance Aboriginal Government Negotiated in Canada" (2007) 6:2 Indigenous LJ 95 at 111; *R c Montour*, 2023 QCCS 4154 at para 1295.
[29] *An Act respecting First Nations, Inuit and Metis children, youth and families*, SC 2019, c 24 at ss. 8 and 18(1); *Reference re An Act respecting First Nations, Inuit and Metis children, youth and families*, 2024 SCC 5 [*Reference re children, youth and families*] at paras 22–23.
[30] *Reference re children, youth and families*, at para 15.

programs "and, as far as possible, to administer such programs through their own institutions."[31] In exercising their right to self-determination, Indigenous peoples have the right to the "ways and means for financing their autonomous functions"[32] and to access "financial and technical assistance from States" for enjoyment of their rights set out in UNDRIP.[33] The conception of the rights of Indigenous self-determination espoused in UNDRIP clearly include funding support from states.

20. The mandate of Canada's Department of Indigenous Services reflects a commitment to these same principles present in UNDRIP,[34] which itself forms part of the "framework of reconciliation" Canada has embarked upon by enacting the *United Nations Declaration on the Rights of Indigenous Peoples Act*.[35]

Marker 2: Crown-First Nation Fiscal Arrangements Affect the Asserted Section 35 Right of Self-Government

21. Self-government is also arguably a right recognized and affirmed by s. 35 of the *Constitution Act, 1982*.[36] While an argument that self-government is a s. 35 right has not been pursued in this case, it is clear that such right is generally asserted by First Nations and acknowledged by Canada.[37] In the context of this dispute, the assertion of self-government as an Aboriginal right is part of the background of the parties' negotiations on funding, pending the resolution of modern treaty negotiations.[38] The effect that fiscal arrangements have on asserted but unproven Aboriginal rights of self-government, as described in the preceding section, further confirms the honour of the Crown is engaged.[39]

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[31] UNDRIP being Schedule to *United Nations Declaration on the Rights of Indigenous Peoples Act*, SC 2021, c 14 [*UNDA*], Articles 3 and 23.
[32] UNDRIP, Article 4.
[33] UNDRIP, Article 39.
[34] *Department of Indigenous Services Act*, SC 2019, c 29, s 336, ss. 6–9.
[35] *UNDA*; *Reference re children, youth and families*, at paras 3–4.
[36] See, for example *Renvoi à la Cour d'appel du Québec relatif à la Loi concernant les enfants, les jeunes et les familles des Premières Nations, des Inuits et des Métis*, 2022 QCCA 185 at paras 366–434, 454–494, rev'd in part on different grounds 2024 SCC 5 at para 60; *Campbell et al v AG BC/AG Cda & Nisga'a Nation et al*, 2000 BCSC 1123 at paras 137–143.
[37] *Reference re children, youth and families* at para 60.
[38] Respondents Appeal Book, Tab 10: Agreement in Principle, s. 3.3.3., p. 85.
[39] *Taku River Tlingit* at para 24.

Marker 3: Crown-First Nation Fiscal Arrangements Affect a First Nation's Reserve Interest

22. The jurisprudence establishes that when the Crown exercises control over a "specific Aboriginal interest" such as First Nation's reserve lands, the honour of the Crown is engaged, and this can give rise to a fiduciary duty.[40] It is a sound proposition that when Crown conduct affects a "specific Aboriginal interest", such as reserve land, the honour of the Crown is engaged even if the circumstances do not meet the criteria for the establishment of a fiduciary duty.[41]

i. Reserve Land is at the Heart of Special Crown-First Nation Relationship

23. A First Nation's interest in reserve land is a specific Aboriginal interest.[42] Reserves, alongside treaties and Aboriginal rights, are a central feature of the unique status of First Nations.[43] A First Nation's interests in its reserve lands "are at the centre of the relationship between the Crown and Indigenous Peoples."[44]

24. This interest has been found to be the same as interests in title land, recognized in the *Royal Proclamation of 1763*,[45] itself an expression of the honour of the Crown.[46] To secure its interests and the security of its colonies in its assertion of sovereignty, the Crown recognized Aboriginal peoples' rights to their lands, and said that these could not be

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[40] *Manitoba Metis* at para 76.
[41] *Dene Tha' First Nation v Canada (Minister of Environment)*, 2006 FC 1354 at para 81; See also *Haida* at para 18.
[42] *Southwind* at paras 61 and 63.
[43] Truth and Reconciliation Commission of Canada, "Honouring the Truth, Reconciling the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada" (2015), p. 3.
[44] *Southwind* at para 105, see also para 63.
[45] E.g. *Osoyoos Indian Band v Oliver (Town)*, 2001 SCC 85 at para 41.
[46] *Beckman v Little Salmon/Carmacks First Nation*, 2010 SCC 53 at para 42; Brian Slattery, "The Aboriginal Constitution" (2014) 67 SCLR (2d) 320, pp. 322–329 ("Aboriginal Constitution").

surrendered except to the Crown, to protect them from exploitation.[47] These "measures of profound constitutional importance"[48] are echoed in the *Indian Act*.[49]

ii. On-Reserve Fiscal Arrangements Affect First Nation Reserve Interest

25. Reserves provide a home and economic and cultural base for First Nations that is of particular importance given the Crown's *de facto* control of the rest of their territories. The *Indian Act* provides that reserves are for the "use and benefit" of First Nations, to be used for "the general welfare of the band."[50] A First Nation's interest in its lands is "one of the most central of native interests" and is "very broad."[51] As a home where cultural and spiritual identity and wellbeing can be developed and strengthened, a First Nations' reserve is integral to cultural identity.[52]

26. The resourcing imbalances resulting from the assertion of Crown sovereignty make Crown funding for on-reserve services critical to ensuring First Nations receive the full use and benefit of their reserves as a cultural and economic homeland. Funding agreements for essential services are "intimately linked to enabling Indians to continue on their lands."[53] This is only logical: a First Nation cannot use and obtain the full benefit of its reserve lands for residential, cultural, and economic purposes if it does not have adequate essential services such as police and fire services, housing, water, and sewer. Crown-First Nation fiscal arrangements regarding on-reserve services therefore directly affect a First Nation's interest in its reserve lands.

Marker 4: Crown-First Nation Fiscal Arrangements are Directed at First Nations

27. The final marker suggesting engagement of the honour of the Crown is that Crown-First Nation fiscal arrangements are directed specifically at First Nations peoples. They are not

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[47] *Manitoba Metis* at para 66; Brian Slattery, "Understanding Aboriginal Rights" (1987), 66:4 Can. Bar Rev 727, p. 753, reproduced with approval in *Manitoba Metis* at para 66.
[48] Aboriginal Constitution, p. 323.
[49] *Indian Act*, RSC, 1985, c I-5 [*Indian Act*], ss. 2(1) ("band", "reserve"), 18, 37–39; *Mitchell v Peguis Indian Band*, [1990] 2 SCR 85 at para 35.
[50] *Indian Act*, ss. 18(1), 18(2).
[51] *Delgamuukw v British Columbia*, [1997] 3 SCR 1010 at paras 121, 176.
[52] *Southwind* at para 63; *Corbiere v Canada (Minister of Indian and Northern Affairs)*, [1999] 2 SCR 203 [*Corbiere*] at paras 17, 82; *McDiarmid* at para 105.
[53] *McDiarmid* at paras 116 and 105 per Binnie J in dissent; see also *Corbiere* at paras 84, 91.

commercial contracts, or mere administrative arrangements, as the Appellant suggests.[54] These are government-to-government agreements, unique to First Nations, their history, and their contemporary reality, as these submissions have described.

28. The application of a principled framework makes clear that Crown-First Nation fiscal arrangements engage the honour of the Crown. Their unique, First Nation-specific character and effect on specific Aboriginal interests, asserted s. 35 rights of self-government, and the reconciliation of asserted Crown sovereignty and Indigenous governance can lead to no other conclusion.

Part IV. Submissions on Costs

29. Okanagan Indian Band submits that no costs should be awarded for or against it.

Part V. Orders Sought

30. The Okanagan Indian Band takes no position on the disposition of this appeal.

RESPECTFULLY SUBMITTED this 28th day of March, 2024.

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[54] Factum of the Appellant, at paras 2, 50; *Attawapiskat First Nation v Canada*, 2012 FC 948 at paras 56–59.

Part VI. List of Authorities

A. Case Law

Description	Para No.
Anderson v Alberta, 2022 SCC 6.	6, 17
Attawapiskat First Nation v Canada, 2012 FC 948.	27
Beckman v Little Salmon/Carmacks First Nation, 2010 SCC 53.	24
Campbell et al v AG BC/AG Cda & Nisga'a Nation et al, 2000 BCSC 1123.	21
Corbiere v Canada (Minister of Indian and Northern Affairs), [1999] 2 SCR 203.	25, 26
Daniels v Canada (Indian Affairs and Northern Development), 2016 SCC 12.	12
Delgamuukw v British Columbia, [1997] 3 SCR 1010.	25
Dene Tha' First Nation v Canada (Minister of Environment), 2006 FC 1354.	22
Haida Nation v British Columbia (Minister of Forests), 2004 SCC 73.	3, 6, 7, 9, 10, 12, 15, 22
Manitoba Metis Federation Inc. v Canada (Attorney General), 2013 SCC 14.	3, 6, 7, 10, 22, 24
McDiarmid Lumber Ltd. v God's Lake First Nation, 2006 SCC 58.	16, 25, 26
Mikisew Cree First Nation v Canada (Minister of Canadian Heritage), 2005 SCC 69.	7
Mitchell v Peguis Indian Band, [1990] 2 SCR 85.	24
Newfoundland and Labrador (Attorney General) v Uashaunnuat (Innu of Uashat and of Mani-Utenam), 2020 SCC 4.	10
Osoyoos Indian Band v Oliver (Town), 2001 SCC 85.	24
R c Montour, 2023 QCCS 4154.	17
R v Badger, [1996] 1 SCR 771.	7, 10
R v Desautel, 2021 SCC 17 at para 22.	6, 9, 10, 13
R v Guerin, [1984] 2 SCR 335.	7
R v Kokopenace, 2015 SCC 28.	7
R v Sparrow, [1990] 1 SCR 1075 at 1114.	7, 10
Reference re An Act respecting First Nations, Inuit and Metis children, youth and families, 2024 SCC 5.	18, 19, 20, 21
Renvoi à la Cour d'appel du Québec relatif à la Loi concernant les enfants, les jeunes et les familles des Premières Nations, des Inuits et des Métis, 2022 QCCA 185.	21
Rio Tinto Alcan Inc. v Carrier Sekani Tribal Council, 2010 SCC 43.	12
Southwind v Canada, 2021 SCC 28.	7, 12, 23, 25
Taku River Tlingit First Nation v British Columbia (Project Assessment Director), 2004 SCC 74.	6, 21
Wewaykum Indian Band v Canada, 2002 SCC 79.	7

B. Statutes

Description	**Sections**
An Act respecting First Nations, Inuit and Metis children, youth and families, SC 2019, c 24.	8 and 18(1)
Department of Indigenous Services Act, SC 2019, c 29, s 336.	6–9
Indian Act, RSC, 1985, c I-5.	2(1), 18, 37–39
United Nations Declaration on the Rights of Indigenous Peoples Act, SC 2021, c 14.	
United Nations Declaration on the Rights of Indigenous Peoples being Schedule to *United Nations Declaration on the Rights of Indigenous Peoples Act*, SC 2021, c 14.	Articles 3, 4, 23, 39

C. Secondary Sources

Description	**Para No.**
Brian Slattery, "The Aboriginal Constitution" (2014) 67 SCLR (2d) 320.	24
Brian Slattery, "Understanding Aboriginal Rights" (1987), 66:4 Can. Bar Rev 727.	24
Jack Woodward Q.C., "The Honour of the Crown" (British Columbia: PBLI, 2021).	4
Kent W. Roach, *Constitutional Remedies in Canada*, 2nd ed (Thomson Reuters Canada).	12, 13
Rami Shoucri, "Weaving a Third Strand Into the Braid of Aboriginal-Crown Relations: Legal Obligations to Finance Aboriginal Government Negotiated in Canada" (2007) 6:2 Indigenous LJ 95.	17
Truth and Reconciliation Commission of Canada, "Honouring the Truth, Reconciling the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada" (2015).	23