

# Port lands deal 'phony'



LOIS ANN BAKER/CORNWALL STANDARD-FREEHOLDER

Front: Thomas (Baseball) Johnson, Edith Adams, Marshall Oakes, Herb Oakes and William Francis Back: George Adams, Dave White and Mike Thomas on Monday July 11, 2016 in Cornwall, Ont. The group is still trying to get Transport Canada and the City of Cornwall to include them in plans for the port lands.

## Group denies legality of federal deal with City of Cornwall and Mohawk Council of Akwesasne

LOIS ANN BAKER  
STANDARD-FREEHOLDER

The papers might have been signed, but members of the Seven Nations of Canada are still not accepting it.

On June 30, Transport Canada signed over the port lands to the City of Cornwall and the Mohawk Council of Akwesasne, but the group is calling the title "phony."

One member of the group, Dave White, said they wanted to talk to the prime minister about this and failing that they are prepared to take it to the world court.

"If they can't solve the problem here, it will go to world court," said White. "The Seven Nations are going to have to stand up."

The Seven Nations penned an open letter saying there has been a long standing land claim put forth by the St. Regis Iroquois for large sections of waterfront lands, including the port facilities.

"The wording in the divestiture agreement supposedly giving the port facilities to the City of Cornwall and to the Mohawks of Akwesasne acknowledges the Indian interest in the lands," reads the letter.

In 1763, the British Crown passed the Royal Proclamation to protect Indian lands from encroachment and specified land could be surrendered, but only with total community involvement in the surrender.

The group is claiming any surrender of land is only legal if all band or tribal members have given consent. Individual Indians had no right to surrender any communally held tribal or national lands and every single Indian had to be consulted before a land transac-

## Ottawa gives Indians and Cornwall phony title to port facilities

The Ministry of Transportation, the Federal Government arm that supervises and handles port facilities across Canada has pulled a real fast one on the Iroquois Indians of St. Regis, and the people of the City of Cornwall.

There has been a long standing land claim that has been put forth many years ago by the St. Regis Iroquois people for a large section of lands which includes some waterfront properties along the St. Lawrence River. The port facilities have been part of this land claim.

The wording in the Divestiture Agreement supposedly giving the port facilities to The City of Cornwall and to Mohawks of Akwesasne acknowledges the Indian interest in the lands.

The Iroquois of St. Regis have always maintained that these lands were historically occupied by their ancestors. Any port facility was built upon Indian land..

Over 250 years ago, the British Crown defeated the French and gained control over all North American lands north of the Mexican Border except for a few small areas that remained under French jurisdiction.

The British Crown passed a law, The Royal Proclamation of 1763. This law was to protect Indian lands from encroachment by land speculators, who wanted to steal all Indian lands through fraud, theft, and other illegal means.

In order to gain the trust and allegiance of the Indians in North America, the British Crown promised that there would be no encroachment

tion could be made legal.

"In the port land divestiture by the Ministry of Transportation in Ottawa to municipal and band created corporations, the surrender of and Indian title to a corporation is null and void,

upon Indian Territories without a joint surrender. The British Crown acting as negotiators, and taking direction from the Indian Tribes and Nations, could facilitate lands surrender transactions.

Land could be surrendered, but it required total community involvement in the surrender.

In The Royal Proclamation of 1763, it was made very clear that all land surrenders required total community involvement in order for a legal surrender to take place. Individual Indians had no right to surrender any communally held tribal or national lands. Every single Indian had to be consulted before a land transaction could be made legal.

In 1867 the Country of Canada separated itself from the British, and became an independent sovereign nation. The British who enacted The Royal Proclamation of 1763, made The Federal Government responsible to keep The Royal Proclamation as part of the law of Canada. It was incorporated into The British North America Act of 1867.

The BNA Act divided the Crowns responsibility between the Federal Parliament and Provincial Legislators.

The Crown in Right of the Provinces had underlying Title to the Provincial Lands, and the Federal Government, pursuant to section 91(24) had the power, to administer by legislation and by setting up the Ministry of Indian Affairs, all lands and the legal rights of Indians under its powers given by The Constitution.

Section 91(24) of The BNA Act stated the Federal Government has administrative powers to deal with Indian lands, but does not have underlying Crown Title to the lands. The moment the Federal Government

did not give the land owners, the Indians of St. Regis, the opportunity to exercise the legal right to be consulted, this land deal is null and void."

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relinquishes its administrative powers, the Crown Title reverts to the Provincial Crown.

Indian Title is not really ownership, but a possessory right to the lands. Actually in some legal case law involving Indian Land.s, it was called a "personal usufructuary right". This is a very powerful right to the land, it actually gives possessory rights of the land to the Indians.

In order for this right to be extinguished, The Royal Proclamation formula had to be very scrupulously followed by all parties to the transaction, otherwise the transaction is null and void. The Indian Act makes it clear that this formula of surrender must be complied with, otherwise the transaction fails, the title is not properly surrendered.

What is key to any surrender is that the absolute necessity that all band or tribal members must give consent to the transaction.

In the port land divestiture by the Ministry of Transportation in Ottawa to municipal and band created corporations, the surrender of an Indian Title to a Corporation is Null and Void, unless, the Indian Act and The Royal Proclamation are adhered to. This is legally a surrender of Indian land interests to a non-Indian entity, without Indian community consultation.

Since the land transaction did not give the land owners, the Indians of St. Regis, the opportunity to exercise the legal right to be consulted, this land deal is null and void.

Signed: The St. Regis Indian Lands Defence Committee

To see the original version of this letter and its eight signatories and seal, visit our website.

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MCA-Cornwall July 2016

Memorandum of Agreement to enter into "Co-ownership Agreement of Land Divested by Transport Canada to a Joint Corporation" created by the City of Cornwall and the Mohawk Council of Akwasasne Inc. - Apr. 15, 2016

(Drafted signed by: Chief & Council - Abram Benedict, Heather Philips (Acting Executive Director); City of Cornwall represented by Leslie O'Shaughnessy, Clerk (Helen Finn); involved Minister of Transport Marc Garneau.

THE CORPORATION OF THE CITY OF CORNWALL

By-law # 2014-110

(Inc.)

A By-law to authorize The Corporation of the City of Cornwall to enter into a Memorandum of Understanding with the Mohawk Council of Akwasasne (Inc.)

Whereas there has been a joint letter of Intent signed by the City of Cornwall and the Mohawk Council of Akwasasne and ongoing negotiations between the Corporation of the City of Cornwall and the M.C.A. regarding the Divestiture Program with Transport Canada; and Inc.

Whereas the Corporation of the City of Cornwall and the Mohawk Council of Akwasasne have reached an understanding and are prepared to jointly sign a Memorandum of Understanding in the context of the Transport Canada Divestiture Program.

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall enacts as follows:

1. That The Corporation of the City of Cornwall, be and is hereby authorised to enter into a joint Memorandum of Understanding with the Mohawk Council of Akwasasne within the Transport Canada Divestiture Program.
2. That the Mayor and Clerk be and are hereby authorised to sign all documents necessary to effectively complete the Memorandum of Understanding.

Read, signed and sealed in open Council this 23rd day of June, 2014.

Helen Finn  
City Clerk

Bob Kilger  
Mayor

Divestiture of the property of the onkwé'hon:weh of rotino'shanni.

De

This deal is complete fraud.

Corporation of Canada has no land, no sovereignty.

Inc. MCA cannot alienate our birthright. MCA has no onkwesane web land. Only the taken'tiokwan'hoxta The circle of the 49 families of the rotino'shoani can deal with all land issues.

"Portlands" are part of Kanienkeh, the land of the rotino'shoani, the original people placed here by creation

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Mohawk Council of Akwesasne Hereinafter the "MCA"

Inc. private Corporation with bank as main shareholders

OF THE FIRST PART

-AND-

The Corporation of the City of Cornwall Hereinafter "Cornwall"

private Corporation

OF THE SECOND PART

WHEREAS on or about February 27, 2014 Cornwall and MCA (the "parties") signed a Letter of Intent for the transfer of the Port of Cornwall (the "Port Lands") from Transport Canada to the parties;

AND WHEREAS Cornwall recognizes and acknowledges Akwesasne's historical connection to the Port Lands as part of its traditional territory and its obligation to act in the best interest of its members;

AND WHEREAS MCA recognizes and acknowledges Cornwall's obligations as a municipal corporation to act in accordance with applicable legislation and in the best interests of its citizens; share holders, the banks. foreign Corporate rules

AND WHEREAS the transfer of the Port Lands to the parties represents an historic opportunity for the parties to work together in a spirit of good faith, mutual respect, understanding, and harmony; \*corp - orations

AND WHEREAS MCA and Cornwall acknowledge and agree that any transfer of the Port Lands shall be on the basis of an equal partnership with respect to, and equal ownership of, the Port Lands; under foreign laws, not the kaia' nere: kowa, the law of the land

AND WHEREAS the negotiations with Transport Canada for the divestiture of the Port Lands are presently underway for the transfer and joint ownership, operation, and management of the Port Lands; of the Corporation of Canada, CROWN.

AND WHEREAS this Memorandum expresses the mutual understanding of the parties with respect to these negotiations and acknowledges some of the matters that are to be decided in the negotiation process;

the band & tribal councils are CROWN corporations. They cannot represent us. We taken 'tio'kwau'hoxta cannot alienate land owned by our unborn children. The banker are the main share-holders of all corporations.

Only the natural world - creation - governs our lives and lands, rivers, air, everything above, on & below our mother earth.

*This deal is outright theft!*

parties will consider whether Harbour Road and the water mains, street lights and other public services therein should be conveyed to Cornwall. *Everything belongs to the onkwe'hon: weh; no foreigners can tell us to do anything.*

Land Use



9. The parties recognize that the future use of the Port Lands is important and that they will jointly work towards developing a land use plan for the Port Lands. The future land use plan will not include new industrial uses but will consider commercial uses that focus on the promotion of tourism and on parks and open space and on the possibility of some future residential development. *land abuse must stop + our land return to its natural state.*

10. Notwithstanding the above, the parties acknowledge that issues relating to the continued operation of part of the Port Lands as an operating port and the proposed duration of that use will be addressed through these negotiations and that the future use of the wharf and the structures thereon will be part of that discussion. *for who?*

11. The parties acknowledge that decisions on the use of the Port Lands will require consideration of the future use of adjacent lands and compatibility with the proposed uses on the adjacent lands. *If these people can't live by the kaia here: kowa, they must return to their original land. they*

12. The parties acknowledge that neither party will cause, permit or allow any use of the Port Lands which could have a detrimental environmental impact on the Port Lands. *don't belong here.*

*for who's benefit??*

13. MCA acknowledges that Cornwall is obligated to conform to the process in Ontario's Planning Act and other legislation in making all land use decisions. *another private corporation planning to scam us somewhere.*

Decision Making

14. The parties acknowledge and agree that decision making will be on the basis of consensus and that failure to achieve consensus will require implementation of a dispute resolution process which will need to be established. *The only dispute resolution corporate process is that of the onkwe'hon: weh!*

15. The parties will develop a structure for decision making taking into account how representatives from each party are selected, for what term, and on a voluntary or paid basis. Decisions on when meetings will be held and the formation of subcommittees will be part of this discussion. *this corporate matrix is totally illegal on onowarekhe great turtle island private*

16. If the Port Lands are to be primarily considered as income producing, decisions on whether such income is to be used towards enhancement of the Port Lands and the facilities thereon or can be redirected to each party's individual use will need to be considered. *private corporations fighting over private gain of stolen goods.*

The true *outwodonwah* system of decision making cannot be manipulated, the *tekeno kwahoxta*, the circle around our 49 families, forms the foundation of the constitution of the *rotino shonni*, Broguois. We protect our unborn children who own great Turtle Island ① our responsibility to mother earth and ② *kaia here kowd*, the great path we are to follow. *iaia'iaieri* means "we are complete." The power is the family and the will of the people is expressed by the circle of 49 families.

Marc Garneau's mind is in another space - helping the earthling swindlers to steal all of mother earth. What's he getting out of this robbery?

NOW THEREFORE Cornwall and MCA acknowledge and agree as follows:

#### Purpose and Primary Goal

1. The purpose of this Memorandum is to express the understanding of the parties hereto as it commences negotiations for the joint ownership, operation, and management of the Port Lands that are anticipated to be transferred by Transport Canada to the parties. This Memorandum also acknowledges the matters that need to be addressed and incorporated into agreements relating to the joint ownership, use, operation and maintenance of the Port Lands.

*stolen property being transferred remains stolen forever*

2. The parties undertake to maintain a positive relationship with each other with respect to these negotiations and shall be guided by the principles of good faith, mutual respect, understanding, and harmony.

*as long as their palms are greased*

#### Divestiture

3. The parties commit to work collectively to ensure a timely transfer of the Port Lands. In this regard, the parties will conduct their due diligence of materials, documents and studies delivered by Transport Canada for review in advance of the transfer and will together retain consultants considered necessary to understand the conditions of the land and the improvements that may be required.

*the "posse"*

*That are stolen and being passed from one flock to another.*

4. The parties acknowledge and agree that they will review all existing uses and encumbrances of the Port Lands with a view to terminating or otherwise discontinuing any uses or encumbrances that are inconsistent with the parties' common goals and vision for the future use of the Port Lands.

*MCAV lawyers will figure out for them.*

*grand theft*

5. The parties share the goal that the Lease with Trillium Distribution Cornwall Ltd. be terminated and the land subject to the Lease reinstated prior to transfer of the Port Lands.

*what's their pay-off?*

#### Title to the Land

6. The parties agree that they will share an equal interest in the Port Lands and will establish corporate structures to enable joint ownership.

*it's one for you and two for me, is how the matrix counts.*

7. Notwithstanding Section 6, herein the parties acknowledge that separate or individual management or operation of various components of the Port Lands by one party or the other may be considered. *It's already considered/decided it will be them.*

8. The parties acknowledge that the part of the Port Lands known as Harbour Road is subject to a lease from Transport Canada to Cornwall. During the negotiations, the

*Rotino Shonni Land*

*illegal*

*Only our clan families can carry out our duties. This way the peace talks hold in all keanien'keh.*

*Mob fights!*

- mob*
17. The parties will consider if, or how, the Port Lands can be leased or sold to third parties, and whether a separate process for initiating these decisions is required. *crooks (at the point of a gun held by the CROWN?)*

Administration

18. The parties acknowledge that a structure for the administration, organization, management and oversight of the Port Lands will be negotiated. *the spoils of piracy.*
19. The parties agree that as a general principle, the revenue and expenses of the operation and management of the Port Lands will be shared, unless otherwise agreed. *from the proceeds of their heist!*
20. The parties agree that decisions on capital improvements and how they are funded are to be considered. *for whose benefit?*
21. The parties will consider staffing and personnel issues.
22. Press releases, announcements and other forms of public disclosure pertaining to the matters herein including any public announcements of the agreements contemplated will be subject to the joint approval of the parties. *the other deals by the pigs - politicians at the trough will be secret!*

Applicable Law and Law Enforcement

23. The parties agree that *corporate* federal, provincial, and municipal laws and bylaws, as applicable, will apply to the Port Lands. Cornwall acknowledges that the MCA has its own environmental regulations established and that these will be considered in any undertaking or development. *MCA better pull out of this swindle quick?!*
24. The jurisdiction and venue for the adjudication of any matter or dispute arising or in the agreements that are contemplated shall be conclusively determined to be within the Province of Ontario. *- another CROWN Thief!*

25. The parties acknowledge and agree that any transfer of the Port Lands to the parties shall be without prejudice to the "North Shore" claim filed by MCA on behalf of the Mohawks of Akwesasne and accepted for negotiations by the Government of Canada through the Specific Claims Process. The parties further acknowledge and agree that any settlement of the "North Shore" claim filed by MCA on behalf of the Mohawks of Akwesasne and accepted for negotiations by the Government of Canada through the Specific Claims Process shall be without prejudice to any interest that Cornwall, together with MCA, may have in the Port Lands if they are transferred by Transport Canada to the parties. *how about all kean' ien' kah?!*

*all Mohawks!  
This is all kean' on keanaka land.*

These perates of Kanatakwano-onwe (St. Lawrence) have no authority under the laws of the land based on creation, to collateralize our mother. She is not a prostitute. No one can steal our land and our birthright. We will defend our mother from anyone who rapes or disrespects her. Every family of great turtle island must be consulted on anything concerning our land & waters, which are not for sale.

26. The parties acknowledge and agree that the Municipal Freedom of Information and Protection of Privacy Act and MCA's access to information and privacy policy will apply. *Why then was this theft kept secret by the villains til now?*

27. The parties acknowledge and agree that the Port Lands will be policed by Cornwall Police Force and that firefighting will be conducted by the Cornwall Fire Department.

Future Agreements

28. The parties acknowledge and agree that on completion of the negotiations, the parties will enter into agreements to regulate the terms agreed upon for the joint ownership and operation and management of the Port Lands. *just like Ferguson, and all those places where people protest human rights!! by the criminals!*

29. It is understood that this Memorandum of Understanding constitutes good faith intent with respect to transactions and agreements contemplated herein and that all legal rights between the parties shall be as contained in agreements to be executed by them in the future. *The regulation could secretly change on a daily basis.*

Dated at the City of Cornwall this <sup>SEPTEMBER</sup> 29 day of ~~August~~, 2014

THE CORPORATION OF THE CITY OF CORNWALL

Per: [Signature]  
Name: Bob Kilger  
Title: Mayor

Per: [Signature]  
Name: Helen Finn  
Title: City Clerk

THE MOHAWK COUNCIL OF AKWESASNE

Per: [Signature]  
Name: Michael Kanentakeron Mitchell  
Title: Grand Chief - Mohawk Council of Akwesasne

Per: [Signature]  
Name: Larry King

*the front  
for the  
bankers*

Sta. F. Holder  
July 12/16

"INDIAN" is the CROWN'S  
corporate designation  
of the true natural  
people of the land.  
The complaint onkwéhonwe  
call themselves ~~INDIANS~~  
(slaves)

## Statement of St. Regis Indian Lands Defense Committee.

### OTTAWA GIVES INDIANS AND CORNWALL PHONY TITLE TO PORT FACILITIES

The Ministry of Transportation, the Federal Government arm that  
supervises and handles port facilities across Canada has pulled a real fast  
one on the Iroquois Indians of St. Regis, and the people of the City of  
Cornwall. *akwesasne, Kahnawake, Kenteke, Ojibwans,  
wakta, etc*  
*otino'shonni onkwéhonweh*

There has been a long standing land claim that has been put forth many  
years ago by the St. Regis Iroquois people for a large section of lands  
which includes some waterfront properties along the St. Lawrence River.  
The port facilities have been part of this land claim.  
*theft by the colonial settlers*  
*an illegal corporate entity*

The wording in the Divestiture Agreement supposedly giving the port  
facilities to The City of Cornwall and to Mohawks of Akwesasne  
acknowledges the Indian interest in the lands.

The Iroquois of St. Regis have always maintained that these lands were  
historically occupied by their ancestors. Any port facility was built upon  
Indian land. *all Kanienkeh*  
*INDIAN is a corporate  
word signifying Canada's  
ownership  
of these  
people.*

Over 250 years ago, the British Crown defeated the French and gained  
control over all North American lands north of the Mexican Border except  
for a few small areas that remained under French jurisdiction.  
*these foreigners are illegal occupiers*  
*the land  
never left original onkwéhonweh jurisdiction.*

The British Crown passed a law, The Royal Proclamation of 1763. This law  
was to protect Indian lands from encroachment by land speculators, who  
wanted to steal all Indian lands through fraud, theft, and other illegal  
means. *The Proclamation was to keep the land in the fraudulent  
control of the greedy bankers/monarchs.*

In order to gain the trust and allegiance of the Indians in North America, the  
British Crown promised that there would be no encroachment upon Indian  
Territories without a joint surrender. The British Crown acting as  
negotiators, and taking direction from the Indian Tribes and Nations, could  
facilitate lands surrender transactions. *no land can ever be  
surrendered.*

Land could be surrendered, but it required total community involvement in  
the surrender. *The land belongs to our future children.*



Canada is run by the military, not sovereign because all onowaregeh is owned by onkwewehonweh descendants. No surrender anywhere is legal. Individual band/tribal corporate INDIANS ~~there~~ who fraudulently surrender, sell, lease the land are committing treason.

\*US 150 #3166-2:US Corp. Feb. 21, 1871

In The Royal Proclamation of 1763, it was made very clear that all land surrenders required total community involvement in order for a legal surrender to take place. Individual Indians had no right to surrender any communally held tribal or national lands. Every single Indian had to be consulted before a land transaction could be made legal.

In 1867 the Country of Canada separated itself from the British, and became an independent sovereign nation. The British who enacted The Royal Proclamation of 1763, made The Federal Government responsible to keep The Royal Proclamation as part of the <sup>Corp.</sup>law of Canada. It was incorporated into The British North America Act of 1867. *Canada is a corporation 150#1366-2:CA (1867) \** Still run by CROWN - Gov. General represents Queen.

The BNA Act divided the Crowns responsibility between the Federal Parliament and Provincial Legislators. *Two foreign corporations*

The Crown in Right of the Provinces had underlying Title to the Provincial Lands, and the Federal Government, pursuant to section 91(24) had the power, to administer by legislation and by setting up the Ministry of Indian Affairs, <sup>under the War Dept.</sup> all lands and the legal rights of Indians under its powers given by The Constitution. *is the geno side policy*

*usurpation* The "war room" is on 14th floor of Indian affairs.

Section 91(24) of The BNA Act stated the Federal Government has administrative powers to deal with Indian lands, but does not have underlying Crown Title to the lands. The moment the Federal Government relinquishes its administrative powers, the Crown Title reverts to the Provincial Crown. *The CROWN is the bankers in the city of london. To have our land we must all*

Indian Title is not really ownership, but a possessory right to the lands. *be ex term - inated* Actually in some legal case law involving Indian Lands, it was called a "personal usufructuary right". This is a very powerful right to the land, it actually gives possessory rights of the land to the Indians. *The land is owned by our descendants.*

In order for this right to be extinguished, The Royal Proclamation formula had to be very scrupulously followed by all parties to the transaction, otherwise the transaction is null and void. The Indian Act makes it clear that this formula of surrender must be complied with, otherwise the transaction fails, the title is not properly surrendered.

*They are the major shareholders of every corporation in the world. It's fraud!*

*Creating fake INDIANS is an extermination policy. They dress up & talk like us. They are always ready to commit atrocities against us. This corporate matrix is a tactic of bankers, politicians, oil companies, & multi-national corporations to keep everybody buying oil, gas, hydro & doodads!*

What is key to any surrender is that the absolute necessity that all band or tribal members must give consent to the transaction.

In the port land divesture by the Ministry of Transportation in Ottawa to municipal and band created corporations, the surrender of an Indian Title to a Corporation is Null and Void, unless, the Indian Act and The Royal Proclamation are adhered to. This is legally a surrender of Indian land interests to a none-Indian entity, without Indian community consultation.

Since the land transaction did not give the land owners, the Indians of St. Regis, the opportunity to exercise the legal right to be consulted, this land deal is null and void.

Signed : The St. Regis Indian Lands Defence Committee

*Two extermination policies*

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Mike Thomas – Chairman - Seven Nations of St. Regis Indians

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George Adams

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Thomas (Baseball) Johnson

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Dave White

# City, Akwesasne and Transport Canada officials sign Port divestiture agreement

**TODD LIHOU**  
todd.lihou@ctc

CORNWALL, Ontario - Officials from the City of Cornwall, Mohawk Council of Akwesasne and Transport Canada gathered at City Hall Thursday morning to sign the necessary documents for the transfer of the Port of Cornwall.

The signing marks the culmination of numerous meetings and negotiation

sessions over the past two years for the area known as the Port of Cornwall and the surrounding lands. Through the transfer, the City of Cornwall and Mohawk Council of Akwesasne will become co-owners of the Port lands.

The transfer is ownership is effective today. A joint entity, known as Cornwall Akwesasne Port Development Commission, has been established to oversee the management and long-term development of the

Port under the umbrella of a co-owners agreement.

"The transfer of the Port of Cornwall signals a new era of cooperation and collaboration between our two communities," said Cornwall Mayor Leslie O'Shaughnessy. "By taking ownership of the Port, we will collectively oversee the future use of a key piece of our waterfront."

"This milestone in our partnership with the City of Cornwall and Transport Canada is

a model for other Indigenous and non-Indigenous Communities to strive towards. We look forward to continuing to work with our partners to create additional opportunities for both our communities," added Akwesasne Grand Chief Abram Benedict.

A media event and community celebration is being planned for the near future at the Port of Cornwall site to formally announce the transfer.

*The people own nothing*

*main share holders are the banks.*

*FERRAD*

*between IYUHAN + municipal animals*

*To be absolutely get  
own land for the benefit  
of their numerous  
INDIANS + the federal  
province + city  
governments.*



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THURSDAY, JULY 7, 2016

# Friday bash



GREG PEERENBOOM/CORNWALL STANDARD-FREEHOLDER

Dancer Kailey Pecore entertains the crowd during Canada Day festivities at Lamoureux Park on Friday in Cornwall.

...of the "bouncy castle" after which finished the bird house project assembling.

...I got had several employees providing the carpentry activity, provided kids with free aprons to put on it, tools, materials and instructions.

...going to have 400 kids," Home Depot's Marc Lalonde, decided that hundreds more parents will pick up a hammer for summer fairs.

...a few feet away, Liana had just finishing a new princess, 10-year-old Emily McLaughlin.

...tannantuono was among the staff of Cornwall Summer Camp and Program summer employees who offered to help with a variety of arts and crafts.

Iannantuono said it's a kind of warmup for the program as kids flock to the program for something to keep them busy before returning to school.

Closer to the bandshell, several hundred had gathered to watch a number of dance troupes and musicians keep their eyes glued.

Down the road about 15 minutes, beach and camping activities were embraced by hundreds at Charlottenburg Park — the Canada Day hub for South Glengarry residents.

It was an eclectic atmosphere. On one side, local Optimist Club member David Chamberlain had set up a gigantic chess board with pieces for visitors to play.

Chamberlain had just gotten check-mated by Peter Cano, but

Chamberlain was most impressed by two young sisters who had showed off their moves earlier.

On the other side of the beach area were Cody Bourget and Shay McKinnon and friends.

Bourget and McKinnon took turns trying to straddle a long tie-down strap that is used for slack-lining.

Bourget manage to get about five feet before disembarking, while McKinnon relinquished after only a couple of feet.

A reporter decided to give it a try and managed to place only two feet in front himself before giving up.

Glancing down at a few empty cans of beverages, he wondered if that was the secret to balance! [gpeerenboom@postmedia.com](mailto:gpeerenboom@postmedia.com)

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## Port under local control

*stolen by racketeers*

GREG PEERENBOOM  
 STANDARD-FREEHOLDER

A valuable piece of waterfront is finally under joint control of Cornwall and Akwesasne — more than two and a half years after united city leaders rallied to protest unwanted development at the then federally-owned Cornwall Harbour.

The Port of Cornwall was officially signed over from Transport Canada to a municipal/band commission after a signing held at Cornwall city hall Thursday.

And with it comes a \$5.326 million cheque from the feds. *payoff*

Cornwall Mayor Leslie O'Shaughnessy and Mohawk Council of Akwesasne Grand Chief Abram Benedict put ink to paper to finalize the transfer of the 7.93 hectares (15 acres) to the ownership and control of the Cornwall Akwesasne Port Development Commission.

The commission is the jointly owned and managed body created by the city and Akwesasne to own and manage the harbour lands. Each council has a 50 per cent ownership of the commission and will share equally in any monies spent (and revenue created) by the commission.

Cornwall council has already passed amendments to its Official Plan and zoning bylaws to have the port lands designated for residential and light commercial use, identical to the ongoing Cotton Mills District re-development.

It's believed to be a unique arrangement between a municipality and band council, the first of its kind in Canada.

With the transfer of the port, the federal government agreed to pay \$5,326,457 to cover operational costs and to maintain the port infrastructure.

The monetary transfer comes after a lengthy environmental study took place after the city and Akwesasne began talks with Transport Canada.

Under the agreements signed by Cornwall and the MCA to establish the commission, the federal dollars will go to the commission, not to either council. *who?*

# Play that piano, it's yours



LOIS ANN BAKER  
 STANDARD-FREEHOLDER

WINCHESTER - There are some sweet sounds coming from 100 Club Park.

The Township of North Dundas decided to join the world-wide initiative of Play Me, I'm Yours. The pianos are placed in parks, with the invitation for anyone whose fancy is tickled to sit and tickle the ivories.

Recreation director Meaghan Meerburg approached council with the idea at its June 15 meeting after a community member, Aaron Dellah, suggested North Dundas join in on the initiative.

"Council was behind the idea all the way," said Meerburg.

"We are always looking for new ways to get people talking and have some fun around town," said Mayor Eric Duncan.

The piano is located under the gazebo, right beside the swimming pool and near the play structure. Having the piano under the gazebo will help provide shelter from the elements.

Duncan said the location was perfect.

"It was always a quieter area of the park," he said.

The piano has been donated, installed, tuned and will be removed all by volunteers.

CORNWALL STANDARD-FREEHOLDER  
 100 Club Park on  
 here for everyone  
 Come Play With Me

*Onowaregeh, great turtle island  
will be swamped — with goods +  
these + people setting up all over N. America  
In a no-tax zones, international  
entities would set up companies  
& distribution centers on our land/waters  
under the control of these corporations  
(bankers) which are not INDIAN or  
onkwe honweh. Eg. Asian or European  
ship will come in our midst  
in the St. Lawrence & Great Lakes  
watershed. Corp. of Canada is illegally giving  
it to them.*

This CO-OWNERS' AGREEMENT made as of the 15<sup>th</sup> day of April, 2016,

BETWEEN:

**THE MOHAWK COUNCIL OF AKWESASNE INC.**

(hereinafter called "MCA")

*is not the people  
of the land.*

**OF THE FIRST PART**

-and-

**THE CORPORATION OF THE CITY OF CORNWALL**

(hereinafter called "Cornwall")

*are not persons*

**OF THE SECOND PART**

WHEREAS Transport Canada has agreed in principle to convey to Cornwall and MCA an undivided 50% interest as tenant-in-common in the port lands which are described in Schedule "A" attached hereto (hereinafter the "Lands");

AND WHEREAS in advance of such transfer, Cornwall and the MCA have agreed to work together in a spirit of good faith, mutual respect, understanding and harmony in the planning, development, operation and maintenance of the Lands. *how about knowledge? When could we ever trust these settlers? never!*

AND WHEREAS the City and the MCA (collectively the "Co-Owners" or the "Parties") have agreed to enter into this Agreement to set out their respective rights and obligations in the use, operation, management, and development of the Lands; *MCA are either naive or being well paid to cut our throats!*

AND WHEREAS Cornwall intends to create a municipal service corporation and the MCA Corp intends to create a business corporation to take title to the Lands and to manage and operate the port; *MCA corp cannot take title of the Circle of 49 Families.*

AND WHEREAS it is the intent of Cornwall to assign this agreement to the municipal service corporation it intends to create and it is the intent of the MCA to assign this agreement to the business corporation it intends to create;

*the water is the blood of our mother, the earth. She puts it out for all of her creation, trees, birds, animals, plants & her ~~people~~ children. The river feeding everything on its path, and asking nothing but respect, from the biggest tree to the smallest insect. The keiohatch is between all life and nature.*

- 2 -

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the sum of \$10.00 paid by each party to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the Parties covenant and agree as follows: *Our mother cannot be monetized.*

#### ARTICLE I GUIDING PRINCIPLES

The Co-Owners acknowledge that they have entered into this Agreement solely for the purpose of governing their respective undivided one half interests in the Lands and their joint ownership, use, operation, management and development of the Lands. The Co-Owners hereto specifically acknowledge and agree that the use, operation, management and development of the Lands shall be guided by the following fundamental principles: *Who are the enforcers?*

- 1.1 Mutual respect for each other's obligations, which specifically include, but are not limited to: *MCA does not speak for all us Kanion.kehaka.*
  - (a) In the case of MCA, its historical connection to the Lands as part of its traditional territory and its obligation to act in the best interest of its members;
  - (b) In the case of City, its obligations as a municipal corporation to act in accordance with applicable legislation and in the best interests of its citizens.
- 1.2 Commitment to mutual cooperation in the use, operation, management and development of the Lands and the resolution of disputes guided by the principles of good faith, mutual respect, understanding, and harmony. *Wow! when did the settlers do this before? They'll kill us first chance they get.*
- 1.3 Recognition of the current use of the Lands as an operating port and an understanding that the future use of the Lands will not include new industrial uses and will focus on commercial, recreational and tourism uses and consideration of some residential uses. *We can sell beaded moccasins along the road?!*
- 1.4 An understanding that this Agreement is without prejudice to the North Shore land claim filed by the MCA and that the North Shore land claim shall not include the City's interest in the Lands. *"citizens" never ever stood up for us.*

*Feels like rats running down the alleys. Their toxins + poisons still create sickness & deaths in our communities. The steel is still hanging out of our backs.*

- 3 -

- 1.5 Recognition that this Agreement is being executed within the context of the shared and mutual cooperation and respect envisioned by the Truth and Reconciliation Canada Report. *Genocide has been admitted. No one has been charged or punished. We can't trust these people with their sly words!*

## ARTICLE II DEFINITIONS

### 2.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

“Agreement” or “Co-Owners Agreement” means this Co-Owners Agreement, as amended from time to time.

“Co-Owner’s Committee” has the meaning ascribed to it in Section 4.2.

“Co-Owner’s Interest” means, with respect to a Co-Owner, the undivided right, title, benefit and interest of such Co-Owner from time to time in and to the Lands. *MCA should have their heads examined or their bank accounts checked.*

“Co-Owner’s Proportion” means, with respect to each Co-Owner, a fifty percent interest in the Lands.

*This is not onkweshonweh!*  
“Development” means the redevelopment of the Lands and buildings on the Lands, the planning and construction process relating to the use of the Lands including; agreements to be entered into with any governmental authority, utility or other entity and any approval required pursuant to the Planning Act, subdivision, site plan or severance agreements, any rezoning or official plan amendments, payment of development charges and levies, any cost sharing agreement with any other owner of land, grading and other improvements to the Lands, the construction of improvements and all other matters required for the redevelopment of the Lands.

“Disposition” means the sale, assignment, exchange, transfer, mortgage, pledge, encumbrance, grant of a lease of all or a substantial portion of the Lands or other disposition by the Co-Owners of the whole or any part of their Co-Owners’ interest, or a change of control of a Co-Owner. *- Co-conspirator*

We the Ontarians are filling  
the Trough for these people who  
came here with nothing! ~~they~~  
these foreigners can't tell us  
to do anything.

- 4 -

Looks like MCA - sold out - helping to create Taxable

**"Gross Receipts"** means, for any period, all amounts received by the Co-Owners during such period in connection with the Lands including without limiting the generality of the foregoing:

havens for their  
friends.

- (a) Revenue and income of any nature or kind whatsoever including rent and interest;
- (b) Net proceeds received from the sale or transfer of any portion of the Lands and/or improvements;
- (c) Net proceeds of insurance received; and
- (d) Revenues received from the Co-Owners, if any.

**"Lands"** means the lands and premises located as described in Schedule "A".

**"Land Use Plan"** means any framework drafted to plan the use of the Lands, including any applications pursuant to the *Planning Act* and other relevant legislation, including any Official Plan, Zoning By-law, Land Severance, Minor Variance, and any planning matter or amendment relating to such framework.

**"Major Decisions"** means those decisions referred to in Schedule "B" annexed hereto and those decisions otherwise required to be made with the approval of the Co-Owners as provided for in Section 4.1.

**"Manager"** means as provided in Section 8.1.

## 2.2 Schedules

The following Schedules are attached to this Agreement:

Schedule "A" – The Lands

Schedule "B" – Major Decisions



*these partners/visitors don't plan to speak our language or live our natural ways. They need to unplug from the matrix before meeting us. Everyone must bow down to the truth. to end the war on our minds.*

*the old Indian ~~Big~~ Ring is running this scam.*

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**ARTICLE III**

**RELATIONSHIP BETWEEN CO-OWNERS**

**3.1 Purpose** *More larceny*

The purpose of this Agreement is to establish and define the manner in which the Co-Owners intend to hold their respective interests for the scope of activities set out in this Agreement.

**3.2 Disclaimer of Partnership or Agency**

Each Co-Owner expressly disclaims any intention to create a partnership or joint venture or to constitute the other Co-Owner as its agent (except as expressly provided in this Agreement). Each Co-Owner covenants with the other Co-Owner that it will not, at any time, allege or claim that a relationship or partnership, joint venture or (except as expressly provided in this Agreement) agency was created. Nothing in this Agreement shall constitute the Co-Owners partners or joint venturers nor (except as expressly provided in this Agreement) constitute one Co-Owner the agent of the other Co-Owner.

**3.3 Limited Recourse and Several Liability Under Contracts**

Unless otherwise provided in this Agreement or approved by the Co-Owners, the Co-Owners shall use reasonable commercial efforts to include in every agreement or instrument creating obligations of the Co-Owners to third parties and to each other in respect of the Lands a provision to the effect that:

- (a) Only each Co-Owner's Interest shall be bound thereby and the obligations thereunder are not otherwise binding upon nor shall recourse be had to any other assets or property of the Co-Owners; and
- (b) The rights and obligations of each Co-Owner thereunder shall be several and not either joint or joint and several and limited to the Co-Owner's Proportion of the aggregate liability in respect thereof.

**3.4 Limited Liability**

- (a) The Co-Owners shall be severally liable in the same proportions as their respective Co-Owner's Proportion for the obligations, liabilities and losses

The Indian Ring is the ring of power in US & Canada. They are in firm control of the corporate governments which are illegally hanging onto our land & resources and trying to annihilate us. The Ring is running this swindle.

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incurred by or on behalf of the Co-Owners for the purposes of the Lands in accordance with the terms of this Agreement, and neither Co-Owner shall be liable for any obligations, liabilities or losses incurred by the other Co-Owner. Each of the Co-Owners agrees to indemnify and save harmless the other Co-Owner with respect to each Co-Owner's Proportion with respect to any actions, proceedings, liability, claims, damages, costs and expenses arising from or to their ownership, management, operation and maintenance of the Lands and all structures thereon;

- (b) The Co-Owners shall be liable in their respective Co-Owner's Proportions for the debts, obligations, duties, agreements, expenses, liabilities and losses, and for guarantees, if any, made by either or both of them, in connection with the Lands, provided the same have been approved by the Co-Owners or incurred in accordance with this Agreement; and
- (c) If any Co-Owner shall, as a result of the actions of the other Co-Owner, be subject to any obligations or liability which was required by this Agreement to be approved by the Co-Owners but has not been so approved by the Co-Owners, the Co-Owner whose actions caused such obligations or liability shall indemnify the other Co-Owner against such obligations or liability in their entirety unless thereafter approved by the Co-Owners.

### 3.5 Other Activities

*This is all criminal behavior violating kaianere kowa & even the laws of the matrix.*

Nothing herein shall be deemed to restrict in any way the freedom of either Co-Owner to conduct any other activity whatsoever without any accountability to the other Co-Owner. No Co-Owner, by reason of this Agreement, shall have any interest in any other property owned by the other Co-Owner or have an interest in how the operations in relation to the other property is conducted.

### 3.6 Actions of Co-Owners

Each Co-Owner agrees to act honestly and in good faith and in the best interest of the Lands and the use, operation, management and Development of the Lands and to exercise the degree of

*Who's behind this?  
Just follow the money.  
Time to eat the rich and  
get out of this rigged game.  
Those who planned this  
heinous crime have to be  
put on the public  
record.*

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care, diligence and skill that a reasonably prudent person would exercise as a Co-Owner in comparable circumstances.

### 3.7 Term

This Agreement shall come into force and effect as of the date set out above but shall terminate if the Lands have not been conveyed to the Parties by December 31, 2016, unless extended on the consent of both Parties. If the Lands are conveyed, this Agreement shall continue in force until the earlier of:

- (a) The date on which only one Co-Owner holds an interest in the Lands;
- (b) The date this Agreement is terminated by written agreement of the Co-Owners; and
- (c) The date no part of any portion of the Lands is owned by the Co-Owners or no part of any portion of the Lands is subject to the terms and provisions of this Agreement.

*Is a device possible?*

### 3.8 Termination

Notwithstanding the termination of this Agreement, except as otherwise provided herein, all obligations of the Co-Owners hereunder which are outstanding as of the date of such termination shall be performed and final settlement made between the Co-Owners with the intent that, subject to the provisions hereof, each of the Co-Owners shall have shared all the rights and benefits of and borne all the costs and liabilities provided for by this Agreement in accordance with their respective Co-Owner's Proportion to the date of such termination.

## ARTICLE IV

### DECISIONS, OWNERS COMMITTEE AND APPROVALS

#### 4.1 Decisions

- (a) All Major Decisions and other decisions respecting matters referred to in this Agreement or otherwise concerning the Lands shall require the approval of the Co-Owners. Day-to-day decisions respecting the use, operation and management

*What is the dollar value on this genocide? Everything is ours! The middle men/women are probably getting chump change. Any money we get is our own. The Indian Ring is a combined nose - War Dept, Indian Affairs - 8 - Dept. of Justice, media.*

of the Lands shall be determined by the Manager in accordance with Section 8.2; and

- (b) The Co-Owners shall adopt and maintain policies with respect to the sale and Disposition of the Lands, the hiring of employees and the procurement of goods and services. *Other co-Mohawks/Kanon/Sehaka never mentioned - It's our land.*

#### 4.2 Co-Owners Committee

- (a) Approval of the Co-Owners, if not given in writing and signed by or on behalf of both Co-Owners, shall be given by a committee (the "Committee") consisting of eight members, each of whom shall be a natural person;
- (b) Four members shall be appointed by MCA and four members shall be appointed by Cornwall. Such members shall be appointed as soon as practical upon this Agreement coming into effect. The members appointed by a Co-Owner shall make recommendations to their respective Councils but all Major Decisions shall be ratified by the respective Council of each Co-Owner;
- (c) Each Co-Owner may at any time and from time to time by written notice to the other Co-Owner remove from office and replace a member or members of the Committee appointed by it and any member so replaced shall cease to be a member of the Committee upon the giving of such notice. Copies of such notice shall be given to the other Co-Owner, the person so appointed a member of the Committee and the member of the Committee so replaced;
- (d) Each Co-Owner may from time to time by notice to the other Co-Owner appoint an alternate for its members of the Committee and any such alternate shall have all powers, rights and obligations hereunder of a member for whom such person is an alternate, provided that only the members or their alternatives shall be entitled to attend meetings of the Committee and act as a member thereof and, if both members of a Co-Owner and the alternate of such Co-Owner shall attend any such meeting, the alternate shall have no authority to act as a member of the Committee;
- (e) The office of a member of the Committee shall be vacated upon the occurrence of any of the following events:

The Indian Ring meticulously planned the genocide of the Inkwewonweh in North & South America & now the world over. - How to extinct us, Tibbles? - - The control of a ring of robbers, murderers and speculators... is a government of a band of white thieves" the criminals are politicians, churches, army officers, agents, traders, bureaucrats, settlers and INDIAN sell-outs... which is headed by the INDIAN Ring in Washington. "(The military)

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- (i) If a receiving order is made against him or her or if he or she makes an assignment under the *Bankruptcy and Insolvency Act* (Canada);
- (ii) If an order is made declaring him or her to be a mentally incompetent person or incapable of managing his or her affairs;
- (iii) If he or she shall be removed from office by a written notice from the Co-Owner that appointed him or her as provided in subsection 4.2(d);
- (iv) If, by notice in writing to the Co-Owner which appointed him or her, he or she resigns his or her office and such resignation, if not effective immediately, becomes effective in accordance with its terms; or
- (v) Upon the death of the member. *How about the death of this deal, criminals?*
- (f) Any vacancy in the Committee shall be filled by the Co-Owner which appointed the former member of the Committee whose loss of office created the vacancy within thirty (30) days of the creation of the vacancy. Such Co-Owner shall fill the vacancy by notice stating the name and address of the person who it appoints to the Committee to fill the vacancy. Copies of such notice shall be given to the other Co-Owner and the person so appointed a member of the Committee;
- (g) Subject to the provisions of subsection 4.5 relating to the absence of a member from a meeting of the Committee, the powers of the Committee may only be exercised either by resolution at a meeting at which two members of each of the Co-Owners are present or by resolution in writing consented to by the signatures of two member of the Committee appointed by each of the Co-Owners;
- (h) Copies of all notices of meetings of the Committee and of all minutes of the Committee and of all resolutions passed by it in accordance with the terms hereof shall be provided to each Co-Owner; and
- (i) Any resolution to be passed or action to be taken by the Committee at a meeting must have the unanimous support of each Co-Owner as evidenced in the case of each Co-Owner either by the affirmative vote, or the prior approval in writing, of one member of the Committee appointed by each Co-Owner. The Committee

*"all these deals (treaties, contracts, agreements are illegal made under threat."*

*"What happens to the 'imaginary line' - the border?"*

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shall not exercise its powers unless each Co-Owner is represented by at least two of its members on the Committee.

#### 4.3 Meetings

- (a) Meetings of the Committee will be held quarterly at the offices of the City or otherwise as approved by the Co-Owners. Notwithstanding the foregoing, meetings of the Committee may be held by telephone with the unanimous consent of the members of the Committee;
- (b) Meetings of the Committee may also be called at any time upon the request of a Co-Owner in the manner prescribed by Section 4.4 below; and
- (c) At each of the quarterly meetings, the Manager shall present a report, as contemplated in Section 8.2.

#### 4.4 Notice

- (a) Any member of the Committee may send reminder notices of the time and place of every meeting of the Committee (including an agenda and relevant background materials) herein to each member and to each alternate so designated from time to time of the Committee not less than ten (10) days before the time when the meeting is to be held;
- (b) In the case of an emergency or in the case of a meeting (other than a quarterly meeting) called pursuant to Section 4.3, any member of the Committee may give notice of a meeting of the Committee in the manner provided herein to the other members of the Committee and to each alternate so designated from time to time not less than three (3) business days before the time of such meeting (or such shorter period of time as the Co-Owners may agree) together with all materials and documents which may be reasonably necessary to consider properly the matters on the agenda;
- (c) No notice of a meeting shall be necessary if a quorum is present and those members present consent to the transaction of the specific item or items of business on the agenda for such meeting, or if those absent waive notice of the

*The Indian Ring continues to incite  
the whites and their INDIAN cohorts  
to kill us. p.105 "this infernal INDIAN  
System is a mass of contradictions,  
It isn't war. It's "murdering, marauding  
banditti affair" where every man  
can take a hand. (Hidden Power. A  
Secret History of the Indian Ring. 1881.*

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meeting and signify their consent to the transaction of the business on the agenda for such meeting; and

- (d) Notices to members of the Committee may be given to them at the address or email address in each case of the Co-Owner whose nominee they are.

#### 4.5 Quorum

Unless otherwise expressly provided herein, two members of the Committee appointed by each of the Co-Owners shall constitute a quorum for the transaction of business at any meeting of the Committee. If a quorum of members of the Committee is not present within thirty (30) minutes from the time fixed for holding any meeting, the meeting shall be adjourned for seven (7) business days (or such shorter period of time as the Co-Owners may agree) and a notice of the resumption of the meeting shall forthwith be given to the absent members. Such notice shall give the time and place of the resumed meeting (including an agenda and relevant background materials if different from that scheduled for the original meeting), and be given to each member not less than one (1) business day before the time when the resumed meeting is to be held.

#### 4.6 Voting

The members of the Committee appointed by a Co-Owner shall be collectively entitled to one vote on each question submitted to the Committee.

#### 4.7 Books and Records

*Will there be more than one set.*

- (a) The Committee shall ensure that proper written records of all meetings and decisions of the members are kept and maintained by the Manager and that copies of the same are sent to each member within 14 days following each meeting of the Committee; and
- (b) The Committee shall cause proper financial records to be kept, shall cause an annual audit to be conducted by auditors approved by the Co-Owners and annual financial statements prepared for the Co-Owners.

p. 323. "When Chiefs refused to sign papers, they were deposed & replaced by willing betrayers, like today's band & Tribal councils' 90% of the funds for necessities went to the INDIAN Ring. They will "dispose" of the "impudent & rebellious who refuse to die peacefully and without grumbling."

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#### 4.8 No Compensation

No fees, salaries, expenses, commissions or other compensation shall be paid by the Co-Owners to the members of the Committee in respect of their work on the Committee, and all expenses incurred by members of the Committee shall be borne by the Co-Owner which appointed each such member.

#### 4.9 Telephone Meetings

If both Co-Owners agree, a meeting of the Committee may be held by means of telephone conference or other communications equipment by which all members participating are able to hear each other, and all members so participating shall be deemed to be present in person at such meeting and the meeting shall be deemed to have been held at the place determined at such meeting.

#### 4.10 Limitation of Liability

No member of the Committee shall be liable for the acts, neglects or defaults of any other member of the Committee or for any loss, damage or expense incurred by the Co-Owners unless the same shall happen through his or her own wilful act or negligence.

*It's all about money for a few.*

#### ARTICLE V

#### FINANCIAL MATTERS

#### 5.1 Expenditures

Each Co-Owner shall be responsible for paying its respective Co-Owner's Proportion of all expenditures required to be paid from time to time in connection with the operation, maintenance, management and Development of the Lands. The Parties acknowledge that the Lands will be subject to property taxes and other fees and charges that apply to property in the City.

#### 5.2 Borrowing from Third Parties Not Contemplated

The Parties agree that it is their intention that any and all amounts required from time to time for the purposes of the Co-Tenancy, including, without limitation, any amounts required for or in



*In Canada the INDIAN Ring is run by the Canadian military, Indian Affairs & Dept. of Justice.*

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respect of the management of the Lands, shall be funded by the Co-Owners, each as to their Co-Owner Proportion, as required from time to time and shall not be borrowed from third parties.

### 5.3 Deficiencies in funding

Each Co-Owner shall provide its Co-Owner's Proportion of expenditures that exceed revenues from the Lands within ten (10) business days of receipt of notice of such requirement and shall provide the other Co-Owner with confirmation of such payment. Such funding shall occur not more frequently than monthly. If a Co-Owner fails to fulfill its obligation within such ten (10) business days and the other Co-Owner is required to provide additional funding to maintain operations, then any income from operations normally owing to that Co-Owner shall be applied to the Co-Owner which provided the additional funding until the obligation has been satisfied. If the debt from one Co-Owner to another exceeds the amount of revenue recovery, the defaulting Co-Owner shall pay interest at the rate of 5% per annum to the contributing Co-Owner until the debt has been paid.

### 5.4 Distribution of Income

Income, if any, received from time to time, shall be distributed as follows:

- (a) Firstly, to pay all amounts owing on account of expenditures;
- (b) Secondly, to a reserve for future expenditures, as approved by the Co-Owners from time to time;
- (c) The balance shall be distributed to each of the Co-Owners in accordance with their Co-Owner Proportion, subject to subparagraph (d) below; and
- (d) Notwithstanding the provisions of subparagraph (c), in the event that, in accordance with section 5.3 there shall exist a debt from one Co-Owner to another, that debt shall be payable out of the relevant Co-Owner's share of funds.

*Are other Mohawk Kanonkehaka interests being considered?  
We ~~are~~ have something to say about not being consulted.*

### 5.5 Contribution Funds

It is anticipated by the Parties that on transfer of the Lands, Transport Canada will provide to the Co-Owners, pursuant to an Operation and Contribution Agreement, funds to be applied to eligible expenditures as set out in that agreement. The Parties agree that all funds received from

Canada is not a country. It has a corporate charter called The BNA Act 1867. It runs a business using the resources of the coming generations of the original people. Canada's charter is concerned about banking, railroads, oil, insurance companies, pipelines, real estate etc. to abuse our future children. There is no statute of limitations on mass murder.

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Transport Canada on the transfer of the Lands shall be deposited to a reserve account and only used towards these eligible expenditures.

ARTICLE VI  
LAND USE

Our unborn children are in deep trouble.

6.1 Land Use Plan

The Co-Owners shall develop a Land Use Plan for the Lands as soon as reasonably possible. The Land Use Plan shall:

- (a) Take into account the port operations on the Lands and determine whether such operations should continue in the long term;
- (b) Take into account compatibility with existing and proposed uses on the adjacent lands;
- (c) Not permit or allow any use of the Lands which could have a detrimental environmental impact on the Lands; and
- (d) Conform to the process in Ontario's *Planning Act* and other legislation in making all land use decisions.

6.2 Separate Management and Ownership

- (a) The Committee shall consider, on a case by case basis and as circumstances arise, whether, with respect to a particular use or operation of a part of the Lands, separate or individual management by one or the other Co-Owners is appropriate and on what basis;
- (b) The Committee shall consider, on a case by case basis, whether the conveyance of a part of the Lands is appropriate in the circumstances; and
- (c) The Parties agree the part of the Lands currently used as a municipal road, recreational path and for municipal services shall be conveyed to the City.

Corporate entities like Cornwall + MCA have to get our prior & informed consent to use our land & resources of our children. We natural people cannot sit at the Table with subordinate artificially created illegal entities who rape our land.

MCA Inc is leaving canoe & boarding the ship?

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(The band council was never in the canoe!)

## ARTICLE VII GOVERNANCE

### 7.1 Applicable Law

Federal, provincial, and municipal laws and bylaws, as applicable, will apply to the Lands as well as any action or decision made under this Agreement, including but not limited to

- (a) The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56;
- (b) The *Municipal Conflict of Interest Act*, R.S.O., 1990 c.M50;
- (c) The *Environmental Assessment Act*, R.S.O., 1990 c.E9;
- (d) The MCA's Access to Information and Protection of Privacy Policy; and
- (e) The MCA's environmental regulations.

### 7.2 Emergency Services

The Co-Owners agree that the Lands will be policed by the Cornwall Police Force and firefighting will be conducted by the Cornwall Fire Department.

## ARTICLE VIII MANAGEMENT

### 8.1 Appointment of Manager

- (a) The Co-Owners may appoint a Manager to manage services as outlined in section 8.2 or may consider appointing an employee of one of the Co-Owners to act as a Manager;
- (b) The scope of authority and responsibility of a Manager in performing management services shall at all times be subject to Major Decisions made, or required to be made by the Co-Owners; and
- (c) In the event that either Co-Owner shall cease to be a Co-Owner or the Co-Owners agree to terminate a Manager, then the management of the Lands by the Manager shall terminate.

*This Cornwall-MCA Inc. business plan is to try to carry out the final solution of the INDIAN problem by 2024. It is conducted in the Indian Affairs war room. Our minds are supposed to be totally colonized. We are to be assimilated into the corporate body politic, to take over all of our assets.*

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## 8.2 Management Services

A Manager shall:

- where's the fire?  
where are the claims?*
- (a) Establish and maintain accounts necessary for the use, operation, management and Development of the Lands;
  - (b) Identify and arrange the infrastructure needs for the Lands;
  - (c) Manage the leases to which the Lands are subject;
  - (d) Subject to the direction of the Co-Owners, establish building and architectural design criteria and guidelines, if appropriate;
  - (e) Formulate cost control reporting systems;
  - (f) Liaison with local and statutory authorities;
  - (g) Negotiate and coordinate arrangements with appropriate utility authorities and other persons to ensure supply and continuity and availability of services to the Lands, including sewers, water mains, roadways and electrical, gas, telephone and other utilities;
  - (h) Negotiate forms of contract to be executed by contractors and suppliers;
  - (i) Subject to the approval of the Co-Owners, retain all consultants, contractors and suppliers;
  - (j) Coordinate activities of all consultants, contractors and suppliers;
  - (k) Obtain appropriate insurance coverage for the Lands;
  - (l) Prepare budgets for approval by the Co-Owners that relate to the Lands or the use, operation, management and development of the Lands;
  - (m) Pay costs in accordance with the approved budgets (and any amendment thereto, subject to the approval of the Co-Owners as may be required as a Major Decision) in relation to this Agreement from funds provided by the Gross Receipts, and if funds from Gross Receipts are insufficient, from the Co-Owners;

To stay here everyone has to follow  
the Skai'a'ne:kowa, the great peace.  
The elite controlled system must be  
eradicated. Corporate Canada is a  
private company owned by the CROWN.

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- (n) Attend regular meetings of the Co-Owner's Committee and develop quarterly reporting programs to keep the Co-Owners informed of the status and needs of the Lands and the use, operation, management and Development of the Lands;
- (o) Use reasonable efforts to promptly notify the Co-Owners of any material adverse change or matter in the condition, financial or otherwise, relating to the use, operation, management and development of the Lands;
- (p) Instruct and liaise with solicitors in connection with all matters and transactions contemplated by this Agreement and the necessary legal advice, negotiations and documentation in connection therewith;
- (q) Manage the funds in respect of the Lands, including the Gross Receipts, reserves and the investment of excess funds, and the payment of cash expenditures incurred by the Manager or the Co-Owners in connection with the use, operation, management or development of the Lands;
- (r) Maintain at its principal office, proper books of account and records as are necessary to reflect the assets, liabilities, results of operations and all transactions relating to the Agreement;
- (s) Prepare monthly reports of expenses incurred and disbursements made during the previous month and projected revenues for the current month;
- (t) Supervise and manage all other administrative matters;
- (u) Conduct such other operational or administrative activities as the Co-Owners may reasonably request from time to time; and
- (v) Engage in any other activities which the Co-Owners consider proper, necessary or expedient in relation to the use, operation, management and Development of the Lands.

What does this mean in  
Mohawk?

We must now be asked for our permission to do anything to our land, water air. It is illegal for us to be forced to ask the colonists for permission to do anything.

The Corp of Canada is registered in the Vatican. It is private & will soon be dissolved.

9.4 Sale to Other Co-Owner *Consulting is not talking to their corporate band & Tribal Councils*

In the event that one Co-Owner has agreed to convey its interest to the other and a purchase price cannot be agreed upon, then each Co-Owner shall have a professional appraisal report prepared, at each Co-Owner's own cost, which report shall be exchanged with each other. If the parties, as a result of this exchange, are unable to reach an agreement, then the two appraisers who did the reports will together select a third appraiser and that appraiser shall determine the price for which the Lands are conveyed. If the two appraisers cannot agree on a third appraiser then the selection of an appraiser shall be referred to arbitration and, if necessary, to a Judge of the Ontario Superior Court of Justice.

*What if MCA understood this?*

ARTICLE X  
DEFAULT

*the creditors, whose land, resources & assets were stolen by the company, have to be paid first.*

10.1 Event of Default

In the event of default by a Co-Owner in the performance or observance of its obligation pursuant to Section 5 of this Agreement which default continues for over six (6) months, the non-defaulting Co-Owner shall have the right, in addition to any other remedies available to it at law or under this Agreement, to do one, any or all, either separately or simultaneously, of the following:

- (a) Bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties that damages at law may be an inadequate remedy for a default or breach of this Agreement;
- (b) Bring any action at law or otherwise for reimbursement for any monies expended to remedy default of the other; and
- (c) Bring any action at law as may be necessary or advisable in order to recover damages.

*This deal violates kaianerekowag & even the Declaration on Indigenous Rights that PM Trudeau signed in front of the world.*

*International law principles are based on Teiohatch.  
Canada has to get our permission  
for everything. The colonists must decolonize  
their minds or leave.*

*Are we to trust those who  
- 22 -  
Can't tell us in a way we can  
ensuring the just, expeditious, economical and final determination of the dispute  
referred to him or her; understand?*

- (e) The arbitrator shall have jurisdiction to:
- (i) Determine any question as to his or her own jurisdiction;
  - (ii) Order any party to furnish such further details of the party's case in fact or in law, as he or she may be required;
  - (iii) Order any party to furnish such further details of the party's case in fact or in law, as he or she may be required;
  - (iv) Proceed in the arbitration notwithstanding the failure or refusal of any party to comply with these rules or with his or her orders or directions or to attend any meeting or hearing but only after giving that party written notice that he or she intends to so;
  - (v) Receive and take into account such written or oral evidence as he or she shall determine to be relevant, whether or not strictly admissible in law;
  - (vi) Hold meetings and hearings and make his or her decision (including the final decision) in Ontario or elsewhere with the concurrence of the parties thereto;
  - (vii) Order the parties to produce to him or her and to each other for inspection and supply copies of any documents or classes of documents in their possession or power which he determines to be relevant; and
  - (viii) Award damages for costs to any party, including determination of payment for the cost of arbitration.
- (f) Notwithstanding the intention of the parties that the arbitrator be able to act free of court proceedings set forth herein, the parties consent to the decision of the arbitrator being entered in any court having jurisdiction for the purposes of enforcement. In addition, any party may apply to an appropriate court for such relief and it is expressly agreed that the making of any such application or the

*We and our mother cannot  
cede our land & resources.  
Indian policy is set by the military,  
to destroy anything or anybody  
that might be in the way or  
useful to the enemy. Our communities  
are POW camps.*

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13.2 Notice of Adverse Claims

*Why isn't this all  
in Kaniokhehaka?*

If any Co-Owner receives any notice, claim or document respecting the Lands which would adversely affect the Co-Owner's Interest of the other Co-Owner, it shall forthwith deliver a copy of any such notice, claim or document to the other Co-Owner.

ARTICLE XIV  
MISCELLANEOUS

14.1 Registration

Neither Co-Owner may register this Agreement, notice of this Agreement or an assignment of this Agreement against title to the Lands without the approval of the other Co-Owner.

14.2 Notices

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (herein in this Agreement referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing, may be given by a party or its counsel and shall be given by personal delivery or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

In the case of MCA:

Address:  
Box 579  
Cornwall, Ontario  
K6H 5T3

and in the case of Cornwall:

City of Cornwall  
100 Water St.  
Cornwall, Ontario  
K6H 6G4

Any Notice, if personally delivered, or sent by electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the date of such delivery or transmission.



*Corporations are for profit only.  
The CEOs of this corporation are firmly  
committed to getting rid of the  
INDIAN problem.*

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14.3 Assignment

*To make sure nobody*

The Parties acknowledge that it is their intent to create corporations to take title to the Lands and to assign this Agreement to the corporations at the time of the transfer of the Lands. All of the terms and provisions of this Agreement shall be binding upon the Co-Owners and their respective successors and permitted assigns, and shall enure to the benefit of and be enforceable by successors and assigns of any Co-Owner only to the extent that they are permitted successors and assigns pursuant to the terms hereof.

14.4 Further Assurances

*understands  
except the bar lawyers.*

The parties hereto agree that they will, from time to time at the reasonable request of any of them, execute and deliver such assignments, instruments and conveyances and take such further action as may be required to accomplish the purposes of this Agreement.

14.5 Time is of the Essence

Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement. The time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing signed by both parties or by their respective solicitors who are expressly appointed in that regard.

14.6 Press Releases

The parties hereto agree that any press releases, announcements and other forms of public disclosure pertaining to the matters herein will be subject to the approval of the Co-Owners.

ARTICLE XV

GENERAL

15.1 Indemnities

Each Co-Owner agrees with the other Co-Owner to be responsible for its Co-Owner's Proportion of the debts, liabilities, claims, damages, losses, obligations, duties, agreements and expenses (the "Liabilities") arising from or incurred in connection with the Lands and the Development, whether present or future, provided that the liabilities have been imposed by statute, law, by-law

*This deal gives control of all our assets.  
They put a dollar value on everything.  
The CROWN decrees it owns us, our names,  
birth certificates, drivers licences, homes,  
property, businesses & land. We're letting  
MCA designate us to  
be measured by our ability to pay the bankers.*

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or regulation of a governmental body of competent jurisdiction or have been imposed by a court of law or other judicial, administrative or governmental authority or have been approved by the Co-Owners or properly incurred pursuant to this Agreement.

Each Co-Owner shall at all times indemnify and save harmless the other Co-Owner from any and all liabilities to the extent of that portion of all liabilities which it has incurred and which is in excess of that Co-Owners Proportion of the liabilities and which has been paid or incurred by it. In such case the Co-Owner shall reimburse, forthwith on demand, the other Co-Owner with respect to such portion.

#### 15.2 Non-Waiver

No consent to or waiver of any breach or default by any Co-Owner in the performance of its obligations hereunder shall be valid unless made in writing and no such consent to or waiver of any breach or default shall be deemed or construed to be a consent to or waiver of any other breach or default by such Co-Owner of any other obligations of such Co-Owner hereunder. Failure on the part of any Co-Owner to complain of any act or failure to act of the other Co-Owner or to declare the other Co-Owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such Co-Owner of its rights hereunder.

#### 15.3 Accounting Principles

Except as specifically provided otherwise in this Agreement, all calculations referred to herein shall be made in accordance with generally accepted accounting principles and practices applicable to corporations and applied on a consistent basis.

#### 15.4 Rights of Co-Owners Independent

The rights available to each Co-Owner under this Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and not by reference to any other such right. Any one or more and/or any combination of such rights may be exercised by a Co-Owner from time to time and no such exercise shall exhaust the rights or preclude the other Co-Owner from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

*Only our mother & her creation  
are real. Nothing can be relinquished.  
Man-made scenarios are planned  
by the bankers - war, election,  
economics etc.*

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IN WITNESS WHEREOF the Co-Owners have duly executed this Co-Owners Agreement as of the date hereof.

THE MOHAWK COUNCIL OF AKWESASNE

*out front  
culprits*

By:

Name: Abram Benedict  
Title: Grand Chief

By:

Name: Heather Phillips  
Title: Acting Executive Director

THE CORPORATION OF THE CITY OF  
CORNWALL

By:

Name: Leslie O'Shaughnessy  
Title: Mayor

By:

Name: Helen Finn  
Title: Clerk

*Our relations in the natural world  
have all the assets the bankers want  
the trees, rocks, four-leggeds, winged  
ones, and all other relations in nature.  
We are real!*

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SCHEDULE "A"

LANDS

PIN 60463-0090 (R)

PART OF LA POINTE MALIGNE CORNWALL PART OF LOT 7 CONCESSION 1  
CORNWALL AND PART OF THE BED OF THE ST. LAWRENCE RIVER AND  
DESIGNATED AS PART 1, 2, 3, 4 & 5 on Plan 52R-3083 SAVE AND EXCEPT THAT PART  
OF LOT 5 DESCRIBED IN INSTRUMENT NO. S45570

*We must follow the original instructions to survive and co-exist.*

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SCHEDULE "B"

MAJOR DECISIONS

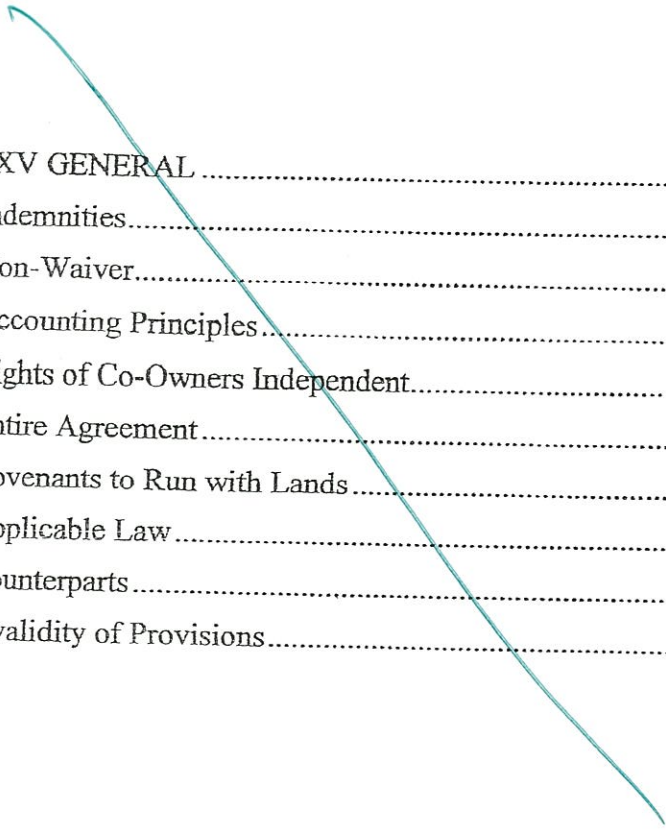
The Major Decisions of the owners in their use, operation, management and development of the Lands include:

- (a) Developing a Land Use Plan for the Lands;
- (b) Decisions relating to the Development of the Lands;
- (c) Funding for capital improvements on the Lands;
- (d) Third party agreements for the use to or access to or over all or part of the Lands;
- (e) The sale or lease of parts of the Lands to third parties and the terms of such agreement;
- (f) The use of any income produced by the Lands;
- (g) Approval of Budgets;
- (h) Approval of Press Releases;
- (i) The hiring/or selecting of a Manager; and
- (j) Such other purposes or activities as the owners may decide on in accordance with the terms of this Agreement.

Bar lawyer A---T!

### 11.3 Arbitration

- (a) If the mediation is unsuccessful, the Parties will discuss whether the issue is one where they are prepared to proceed to arbitration. A party wishing to have arbitration of an issue pursuant to the provisions of this Agreement shall give notice to the other party specifying particulars of the matter or matters in dispute. If the other party agrees to arbitration then each party shall propose the name of the person it wishes to be the single arbitrator. Within five (5) calendar days thereafter the other party shall give notice to the first party advising whether such party accepts the arbitrator proposed by the other party. If there is no such agreement then the Parties will consider other means to choose an arbitrator and, if necessary shall consider an application to a Judge of the Superior Court of Ontario for this purpose.
- (b) Meetings and hearings of the arbitrator shall take place in the City of Cornwall, Ontario or such other place as the parties may agree upon in writing. Subject to the foregoing, the arbitrator may at any time fix the date, time and place of meetings and hearings in the arbitration and shall give all the parties adequate notice of these. Subject to any adjournments which the arbitrator allows, the final hearing will be continued on successive working days until it is concluded. All meetings and hearings will be in private unless the parties otherwise agree. Any party may be represented at any meetings or hearings by a legal practitioner;
- (c) The arbitrator will make its decision in writing and, unless all parties otherwise agree, its reasons will be set out in the decision. The arbitrator will send its decision to the parties as soon as practicable after conclusion of the final hearing. The decision shall be final and binding on the parties and shall not be subject to any appeal or review procedure provided that the arbitrator has followed by rules provided herein in good faith and has proceeded in accordance with the principles of natural justice;
- (d) By submitting to arbitration under the foregoing rules, the parties shall be taken to have conferred on the arbitrator the following jurisdiction and powers, to be exercised by him so far as the relevant law allows, and in his or her absolute and unfettered discretion, if he or she shall judge it to be expedient for the purpose of



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**APPENDIX C**

**THE MOHAWK COUNCIL OF AKWESASNE**

Hereinafter "MCA"

- and -

**THE CORPORATION OF THE CITY OF CORNWALL**

Hereinafter "Cornwall"

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**CO-OWNERS' AGREEMENT**

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