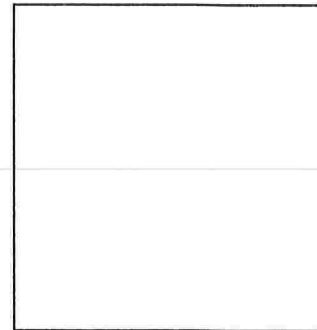


Exhibit P-8

COURT FILE NUMBER QBG 1359/18
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF REGINA
PLAINTIFF JEAN JOHN BAPTISTE PAMBRUN
DEFENDANT THE ATTORNEY GENERAL OF
CANADA



STATEMENT OF CLAIM

Brought under *The Class Actions Act*

NOTICE TO DEFENDANT

1. The plaintiff may enter judgment in accordance with this Statement of Claim or such judgment as may be granted pursuant to the Rules of Court unless, in accordance with paragraph 2, you:

- (a) serve a Statement of Defence on the plaintiff; and
- (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2. The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

- within 20 days if you were served in Saskatchewan;
- within 30 days if you were served elsewhere in Canada or in the United States of America;
- within 40 days if you were served outside Canada and the United States of America

3. In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult his lawyer as to his rights.

4. This Statement of Claim is to be served within six months from the date on which it is issued.

5. This Statement of Claim is issued at the above-named judicial centre the 4 day of May, 2018.

(LS)

**W. Seed
Dy. Local Registrar**

Local Registrar

STATEMENT OF CLAIM

THE PARTIES

The Plaintiff and the Class

1. The Plaintiff, John B. Pambrun (also known as Jean Baptiste Pambourne or Pambourn), resides in Lestock, Saskatchewan, and is a Registered Indian.
2. The Plaintiff brings this action on his own behalf and on behalf of the following class:
All Registered Indians and Inuit who:
 - (i) had experiments performed on them without their knowledge or informed consent, or without the knowledge or informed consent of their parents, while they were in the custody of Canada at a Residential School, Indian Hospital, Sanatorium, or other facility, or while they were living on an Indian Reserve;
 - (ii) while suffering from the disease of tuberculosis were not provided requisite medical treatment and healthcare services by facilities and programs controlled, administered, or funded by the Government of Canada; or
 - (iii) while seeking medical treatment of any kind were not provided requisite medical treatment and healthcare services by facilities and programs controlled, administered, or funded by the Government of Canada.(hereinafter the “**Class**”)

The Defendant

3. The defendant Canada, is represented in this proceeding by the Attorney General of Canada pursuant to section 23 of the *Crown Liability and Proceedings Act*, RSC, 1985, c C-50 (“*Crown Liability and Proceedings Act*”).

4. At all material times, Canada was responsible for the maintenance, funding, operation, oversight, and management of the Residential Schools, Indian Hospitals, other healthcare facilities and programs, and in part for Sanatoria, including the Fort Qu'Appelle Sanatorium and the Saskatoon Sanatorium.

5. At all materials, Canada had exclusive authority to legislate and administer policy and programs, including healthcare policy and programs for Canada's Registered Indians and Inuit.

6. At all material times, the Plaintiff and the Class were required to seek medical treatment at and healthcare services by facilities and programs controlled, administered, or funded by Canada because they were Registered Indians or Inuit.

7. Beginning in the 1950's, Canada enforced permanent settlement of the Inuit into various communities and provided social welfare programs for housing, education, healthcare and economic development for the Inuit.

8. At all material times, Canada was a signatory to the *Universal Declaration of Human Rights, 1948*, requiring the right to a standard of living adequate for health and well-being, including medical care and the right to security in the event of sickness and disability.

9. Canada employed the people who operated, managed, and oversaw Residential Schools, Indian Hospitals, other healthcare facilities, and Sanatoria or authorized its Agents to do so.

10. Canada employed the people who operated, managed, and oversaw the facilities that implemented healthcare policy and programs for Canada's Registered Indians and Inuit.

11. Canada, through its Agents and employees, allowed experiments to be conducted on Registered Indian and Inuit children on Indian Reserves, and in Residential Schools, Indian Hospitals, and Sanatoria.

12. Canada, through its Agents and employees, allowed discriminatory and inadequate medical practices to occur and be conducted on Registered Indians and Inuit seeking treatment for the disease of tuberculosis at facilities or through programs controlled, administered, or funded by Canada.

13. Canada, through its Agents and employees, allowed discriminatory and inadequate medical practices to occur and be conducted on Registered Indians and Inuit seeking medical treatment of any kind at facilities or through programs controlled, administered, or funded by Canada.

14. Canada, through its Agents and employees, has allowed and perpetuated the inadequate and untimely provision of medical treatment and health services and the restriction of medical treatment and health services for Registered Indians and Inuit at facilities or through programs controlled, administered, or funded by Canada.

15. Canada breached its duty of care and its fiduciary duty owed to the Registered Indian and Inuit children under its care on Indian Reserves, in Residential Schools, in Indian Hospitals, and in Sanatoria, when it, or its Agents, allowed experiments to be conducted without the experimental subjects' knowledge and informed consent, and without the knowledge and informed consent of the experimental subjects' parents.

16. Canada breached its duty of care owed to Registered Indians and Inuit when it, or its Agents, by allowing discriminatory and inadequate medical practices to occur and be conducted on Registered Indians and Inuit seeking treatment for the disease of tuberculosis or any other medical treatment at facilities or through programs controlled, administered, or funded by Canada.

17. Canada's discriminatory and inadequate provision of health services to Registered Indians and Inuit, to treat the disease of tuberculosis or other medical conditions at facilities or through programs controlled, administered, or funded by Canada targeting Registered Indians and Inuit, and violated their rights under the *Canadian Charter of Rights and Freedoms* (the "**Charter**")

18. Canada's refusal and restriction of health services which would have provided timely medical treatment for the disease of tuberculosis and other medical conditions at facilities or through programs controlled, administered, or funded by Canada targeting peoples defined as Registered Indians and Inuit, as a group and violated their rights under the *Charter*.

19. The rights of Registered Indians and Inuit were recognized and affirmed by *The Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (UK), c 11.

20. By virtue of its responsibility to ensure the safety, care, and protection of Class members under its authority and control, or under the authority and control of its Agents, and in accordance with section 3 of the *Crown Liability and Proceedings Act*, Canada is vicariously liable for the acts and omissions of its Agents in respect of the experiments conducted on Class members.

Definitions

21. Definitions used in this Statement of Claim include:

- (a) "Agent(s)" means the servants, contractors, officers, and employees of Canada; the operators, managers, administrators, and all other staff members of Residential Schools; the operators, managers, administrators, doctors, nurses, clinicians, and all other staff members of Indian Hospitals; and the researchers and other staff who conducted experiments on Registered Indians and Inuit on Indian Reserves, and in Residential Schools, Indian Hospitals, and Sanatoria. "Agent(s)" also means servants, contractors, officers, and employees of Canada and any other operators, managers, administrators, and all other staff members of companies or organizations charged with providing medical treatment and healthcare services at facilities and programs controlled, administered, or funded by Canada.
- (b) "Canada" means the defendant in this proceeding as represented by the Attorney General of Canada.
- (c) "Indian Reserve(s)" means any "tract of land, the legal title to which is vested in Her Majesty, that has been set apart by Her Majesty for the use and benefit of a band", as defined in the *Indian Act*, RSC 1985, c I-5.

- (d) “Healthcare” means any provision of any form of healthcare service or medical treatment by Canada or its Agents.
- (e) “Residential School(s)” means any of the government-sponsored boarding schools established to educate Registered Indian or Inuit children, with the goal of assimilating these children into Euro-Canadian culture.
- (f) “Indian Hospital(s)” means any hospital designated by Canada for the medical care and treatment of Registered Indians or Inuit which was under the jurisdiction of Canada or its departments, ministries, agencies, or Agents.
- (g) “Sanatoria, Sanatorium” means any care facility under provincial control with the mandate of treating and curing tuberculosis.

Overview of the Claim

22. This action concerns Canada’s conduct in health related matters targeting Registered Indians and Inuit in Canada and said conduct includes:

- (a) the allowance of experiments to be carried out on Registered Indian or Inuit children while they were living on Indian Reserves, attending Residential Schools, or being treated in Indian Hospitals or Sanatoria. The experiments took place in the 1930s, the 1940s, the 1950s, and later in the case of Indian Hospitals and Sanatoria. Canada had sole jurisdiction over the operation of Residential Schools for Registered Indian or Inuit children. Canada had sole jurisdiction over the operation of the Indian Hospitals. Canada and its Agents controlled and conducted the experiments on Indian Reserves and on Registered Indian or Inuit patients in Sanatoria;

(Hereinafter the “**Indian Experiments**”)

- (b) allowing discriminatory and inadequate medical practices to occur and be conducted on Registered Indians and Inuit seeking treatment for the disease of tuberculosis, other medical conditions, or Healthcare at facilities or through programs controlled, administered, or funded by Canada; and

(Hereinafter the “**Discriminatory and Inadequate Medical Treatment**”)

- c) allowing the perpetuation of untimely medical treatment or the restriction of Healthcare for the disease of tuberculosis, other medical conditions or Healthcare at facilities or through programs controlled, administered, or funded by Canada and implementing restrictive measures and laws denying medical treatment to members of the Class.

(Hereinafter the “**Restriction of Medical Treatment**”)

Indian Experiments

- 23. Canada established, funded, oversaw, operated, supervised, controlled, maintained, and supported Residential Schools, Indian Hospitals, and Sanatoria.
- 24. Canada forcibly confined Class members to Residential Schools and Indian Hospitals.
- 25. Canada forced Class members to be treated at Indian Hospitals and Sanatoria.
- 26. Canada allowed medical experiments to be carried out on Class members without their knowledge or informed consent, and without the knowledge and informed consent of their parents.
- 27. Canada allowed nutritional experiments to be carried out on Class members without their knowledge or informed consent, and without the knowledge and informed consent of their parents.
- 28. Class members were subjected to physical abuse when they did not cooperate with the experimentation.
- 29. As a result of being forced to stay at Residential Schools, Indian Hospitals, or Sanatoria, Class members were subjected to physical, sexual, and emotional abuse.

30. Canada was negligent and breached its fiduciary duty owed to Class members when it allowed medical and nutritional experimentation to occur, when it allowed its Agents and others to conduct experiments on Class members without their knowledge and informed consent and without the knowledge and informed consent of Class members' parents, and when it did not properly supervise the conditions under which the experiments were conducted.

31. Canada's systemic negligence and breach of fiduciary duty resulted in long-lasting harm to Class members and to the family Class members.

32. Canada conducted nutritional and medical experiments on Registered Indians and Inuit without their knowledge, without their informed consent, and in the case of Registered Indian and Inuit children, without the knowledge and without the informed consent of their parents.

33. These experiments took place on Indian Reserves, in Residential Schools, in Indian Hospitals, and in Sanatoria.

Indian Experiments in Residential Schools

34. At all material times Canada or its Agents operated these schools and allowed experiments to be conducted on Class members in these schools.

i) Nutritional experiments

35. Researchers wanted to find out how to improve nutrition, and to test their hypotheses about the value of nutritional supplementation. They thought that the children in Residential Schools were ideal experimental subjects to test their hypotheses, because the diet provided by Canada and its Agents in these schools was nutritionally deficient. One series of experiments in Residential Schools ran for five years from 1948 to 1953.

36. The five-year experiments were conducted at six Residential Schools:

- (a) The Alberni school in Port Alberni, British Columbia
- (b) St. Mary's school in Kenora, Ontario
- (c) The Cecilia Jeffrey school in Kenora, Ontario
- (d) The Schubencadie school in Schubencadie, Nova Scotia
- (e) St. Paul's school in southern Alberta near Lethbridge
- (f) The Blood school in southern Alberta near Lethbridge

37. The children at some of the schools were given nutritional supplements, while the children at other schools were used as controls.

38. In 1953 the principal of the Cecilia Jeffrey school in Kenora wanted to give all the children at the school iron and vitamin tablets. The researcher asked him not to, because it would interfere with the nutritional experiment.

39. The researchers in some cases withheld dental treatment from the children in both the experimental group and the control group so that the experiments would not be affected.

40. In 1967 a study was conducted on the students at Breynat Hall, a Residential School in Fort Smith, Northwest Territories. The study was designed to measure the effects of stopping vitamin D supplementation and instead serving milk fortified with vitamin D.

41. Approximately 1,300 children were used as experimental subjects in these schools.

ii) *Ear experiments*

42. Canada also conducted an experiment on 165 children from the Cecilia Jeffrey school in Kenora, Ontario, in 1953 and 1954.

43. Researchers tested an experimental drug on children who already had problems with their ears. Nine children suffered significant hearing loss because of the drugs.

iii) Experiments with medications

44. In 1964 research was conducted on the students at a Residential School in Onion Lake, Saskatchewan. The effectiveness of a 5-day course of treatment with the drug Furamide was compared to the effectiveness of a 10-day course of treatment. They were trying to treat amoebiasis.

45. Research studies were conducted on the students at Residential Schools in Fort McPherson, Inuvik, Fort Simpson, and Fort Smith in 1960 and 1961. The researchers wanted to study the effectiveness of the drug isoniazid in preventing tuberculosis. Students were given isoniazid instead of the tuberculosis vaccine BCG, which would have been preferable given the conditions in which the children were living.

46. Parental consent was sought at the Residential School in Fort Smith, but the consent forms did not state the children were enrolled in a research study, so any consent obtained was not informed consent.

iv) Hemoglobin study

47. Dr. F. Vella of the Department of Biochemistry of the College of Medicine at the University of Saskatchewan conducted research into hemoglobin. As part of this research, he had blood taken from students at the Qu'Appelle Indian Residential School and the Gordon's Indian Residential School in the 1960s. Though the principal of Gordon's school recognized that the informed consent of the parents should be obtained, such consent was not sought.

Indian Experiments On Indian Reserves

48. Canada set up Indian Reserves, and through its Agents maintained control over them at all material times. Canada allowed researchers to conduct experiments on the residents of Indian Reserves without their knowledge or informed consent.

49. Researchers conducted nutritional experiments on the residents of Indian Reserves. People living on remote Indian Reserves were chosen because their diets were nutritionally deficient.

50. A nutritional experiment was conducted on 300 Cree residents of the Norway House Cree Nation Indian Reserve in Manitoba between 1942 and 1944. Nutritional supplements were given to 125 of the residents, with the rest of the people serving as a control group.

51. Experiments testing the effectiveness of a new tuberculosis vaccine were carried out on children living on Indian Reserves in the Qu'Appelle region of Saskatchewan. The experiments took place between 1933 and 1945.

Indian Experiments in Indian Hospitals

52. The federal government has jurisdiction over the healthcare of Registered Indians and Inuit in Canada. From 1936 to 1945, Indian Health Services was part of the federal Department of Mines and Resources. On November 1, 1945, Indian Health Services was transferred to the federal Department of National Health and Welfare.

53. In the 1930s, 1940s, and 1950s a system of Indian Hospitals was established in Canada. The goal was to segregate Registered Indian and Inuit patients from other Canadians, at first in an effort to prevent the spread of tuberculosis from Registered Indians and Inuit to other Canadians.

54. At all material times, the Indian Hospitals were funded, overseen, operated, supervised, controlled, maintained, and supported by Canada and its Agents.

55. Tuberculosis vaccines were tested on patients at Indian Hospitals, including the Fort Qu'Appelle Indian Hospital in Saskatchewan.

56. Streptomycin was tested on Registered Indian children at the Charles Camsell Indian Hospital in Edmonton, Alberta. Streptomycin is an antibiotic that was used to cure tuberculosis.

57. Questionable treatments were used on Registered Indian and Inuit patients in these hospitals. These questionable treatments include, but are not limited to, extreme bed rest, isolation from other patients, and surgery to remove infected lung tissue. These treatments continued after their use had been discontinued in non Indian Hospitals.

58. Patients who did not have tuberculosis were forcibly held in Indian Hospitals and treated for tuberculosis. In some cases, members of the Class who did not have tuberculosis were operated on and had portions of their lungs removed for the treatment of tuberculosis and operations to remove parts of the lungs of Class members after that form of treatment had been determined to be ineffective and unnecessary and had been discontinued in non Indian Hospitals.

59. Some members of the Class were operated on using only local anesthetic, causing extreme pain and suffering.

Indian Experiments in Sanatoria

60. The *Indian Act*, RSC 1985, c I-5, allowed Canada and its Agents to forcibly hospitalize Registered Indians and Inuit. Section 73(1) provides: "The Governor in council may make regulations (h) to provide compulsory hospitalization and treatment for infectious diseases among Indians." (The *Indian Act* 1961 has the same provision, but in section 72(1)(h).)

61. Class members in Sanatoria were under the control of Canada with the duty of being protected. Rather than being protected, the converse was true.

62. Registered Indian and Inuit patients in Sanatoria received discriminatory and inappropriate treatment for tuberculosis which included, but was not limited to the following treatment:

- (a) the surgical removal of lung tissue was used as a treatment in the 1950s and 1960s, after this treatment was abandoned as unnecessary causing permanent impairment for other Canadian patients;
- (b) extreme and prolonged bed rest was used as a treatment after this treatment was abandoned for other Canadian patients;
- (c) isolation of patients who were believed to have tuberculosis continued after this method of treatment had been discontinued for other Canadian patients;
- (d) as in Indian Hospitals, patients who did not have tuberculosis were forcibly held in Sanatoria and treated for tuberculosis. In some cases, patients who did not have tuberculosis were operated on and had portions of their lungs removed for the treatment of tuberculosis; or
- (e) some patients were operated on using only local anesthetic, causing extreme pain and suffering.

Knowledge and Informed Consent

63. In all cases the experiments were conducted without the knowledge and informed consent of the children, and without the knowledge and informed consent of the parents of the children.

64. In the case of the Residential School experiments, the researchers relied on the consent of the school principals. However, the principals did not seek the consent of the parents. The principal of the Gordon's Indian Residential School in Saskatchewan acknowledged that parental consent should be obtained before children participated in research studies, but such consent was not sought. In addition, the principals did not have all the details of the experiments, and so their consent was not informed consent. In any case, Canada knew that the Residential School principals were not the legal guardians of the students.

65. The research was not carried out for the subjects' benefit. In the case of the nutritional experiments the diet the children received at Residential Schools after the studies were concluded was not improved. The results of the experiments were not acted upon.

66. In some cases, the research conducted had no harmful effect. However, medical research on human subjects may only be conducted with the knowledge and informed consent of the participants, or with the knowledge and informed consent of their parents in the case of children.

Physical, Sexual, and Emotional Abuse

67. Due to the systemic failures of Canada to adequately supervise the care that Registered Indian and Inuit children received while being test subjects in experiments, Class members suffered widespread physical, sexual, and emotional abuse.

68. Physical abuse suffered by Class members included, but was not limited to:

- (a) beatings;
- (b) prolonged isolation;
- (c) physical restraints;
- (d) deprivation of medical and dental care; and
- (e) forcible confinement.

69. For example, some children in Indian Hospitals and Sanatoria were beaten and some were tied down if they did not cooperate with the staff.

70. Class members experienced pain and suffering as a result of the medical experiments done on them. More blood had to be taken for the studies than would otherwise have been necessary, and more injections were given than necessary. The children had to endure the discomfort of gastric lavage, which involves inserting a tube through the nose into the patient's stomach, then taking a sample of the gastric contents. This is a way to test for the tuberculosis bacilli, and was done more frequently than necessary because of the experiments.

71. Class members suffered sexual abuse. Canada negligently failed to implement procedures that would prevent sexual abuse.

72. Class members suffered emotional abuse at the hands of Canada's Agents and employees. The Registered Indian and Inuit children who were the subjects of experiments were taken away from their families, deprived of the emotional love and support of their families, isolated for long periods while still children, not allowed to play, and deprived of adequate schooling.

73. Canada negligently failed to establish and implement adequate policies and procedures to oversee the actions of researchers who were conducting experiments on vulnerable Registered Indian and Inuit children. Adequate oversight of the experiments could have prevented many of the harms that occurred.

Discriminatory and Inadequate Medical Treatment & Restriction of Medical Treatment

74. The average annual rate of tuberculosis among Inuit in Canada is now more than 290 times higher than other Canadian born people.

75. Previous attempts by Canada to eradicate tuberculosis in Registered Indian and Inuit peoples were not culturally appropriate, were discriminatory, were inadequate, and unsustainable.

76. In the 1950s, Canada's policy to treat Registered Indian and Inuit peoples with tuberculosis was discriminatory and inadequate. Canada transported Inuit with active tuberculosis to the south of Canada to sanatoria, usually for years, and many Inuit never returned to their home communities.

77. Canada has records that show between 1953 and 1961 at least a total of 5,240 Inuit were sent the south of Canada for tuberculosis treatment and the entire population of the Eastern Arctic at the time was about 11,500.

78. Canada has indicated that it has records for about 4,500 Inuit tuberculosis patients who were scooped from their homes from the 1940's to the 1960's which includes many Inuit who never returned to their home communities.

79. Many Inuit lost their language and culture after years in the southern parts of Canada and many also never returned to the Eastern Arctic or lost contact with their families.

80. Families of Class members which include Inuit peoples who were sent to southern Canada to receive tuberculosis treatment and died were neither notified of their family member's death nor told that their kin were buried in paupers' graves in a southern Canadian cemeteries paid for by Canada's Department of Northern Affairs.

81. Even in the 1970s, when Canada engaged in treatment campaigns involving its healthcare providers who visited Inuit communities, who undertook screenings and offered treatment to all those it found to have tuberculosis, these treatments were inadequate and not comparable to what other Canadians were receiving throughout Canada during that time period.

82. Canada's healthcare policy towards Inuit peoples after providing them with limited access to Healthcare which resulted minimal decreases in tuberculosis within Inuit communities was to decrease or completely abandon the aforesaid treatment efforts after said minimal results. This discriminatory policy to not provide follow-up tuberculosis treatment, to not provide follow-up medical treatment, or to even engage in basic investigation of tuberculosis infection rates for time periods spanning years was targeted towards Inuit peoples and caused tuberculosis rates to rise again for Inuit peoples above any Canadian average rate of the time and perpetuate a vicious circle of epidemic tuberculosis in Inuit communities.

83. Canada's previous and current policies, practices, procedures, and operation of regulating and funding Healthcare for Inuit peoples are discriminatory, inadequate, and unlawfully restrictive and this includes, but is not limited to, Discriminatory and Inadequate Medical Treatment and Restriction of Medical Treatment as defined herein. (hereinafter the "**Policies, Practices, Procedures, and Operations**").

84. Canada is fully aware of the special and unique socio-economic conditions and diminished resources available to Inuit peoples for their Healthcare needs and continues to implement Policies, Practices, and Operations that unreasonably and unlawfully limit healthcare for Inuit peoples which are a breach of Canada's specific constitutional obligations towards the Registered Indian and Inuit people of Canada and in breach of the *Charter*.

THE PLAINTIFF'S EXPERIENCES

85. The Plaintiff, John B. Pambrun was born on January 3, 1941.

86. John Pambrun was a patient at the Qu'Appelle Indian Hospital from September 30, 1949, to November 21, 1952, and from December 7, 1952, to June 16, 1953. He was a patient at the Fort Qu'Appelle Sanatorium from June 16, 1953 to May 4, 1954, and then from February 22, 1955 to July 5, 1955. He was then transferred to the Saskatoon Sanatorium.

87. John Pambrun was in the Saskatoon Sanatorium for about six to eight months, from about July 1955 to February 1956 and was then transferred back to the Fort Qu'Appelle Sanatorium in February 1956 and stayed there until July 1956.

88. John Pambrun medical records show that he was a patient at the Saskatoon Sanatorium from July 6, 1955 to August 28, 1955 and then returned to the Fort Qu'Appelle Sanatorium, where he was a patient from August 28, 1955 to February 7, 1956, and then from June 21, 1956 to July 11, 1956. From the age of eight to the age of 15, John Pambrun spent approximately five years and eight months in hospitals and Sanatoria.

89. On July 25, 1955, doctors at the Saskatoon Sanatorium operated on John Pambrun and removed part of his right lung as a treatment for tuberculosis. This was well after antibiotic treatment had become the standard treatment for tuberculosis. In addition, John Pambrun was tested many times for tuberculosis before this operation, and every test came back negative. He was operated on and had a portion of his right lung removed for no reason whatsoever.

90. As a result of the prolonged absence from his family while being treated in the Indian Hospital and Sanatoria, John Pambrun lost the chance to bond with his family.

91. As a result of his prolonged stays in the Indian Hospital and the Sanatoria, John Pambrun's education was negatively affected.

92. John Pambrun was physically and emotionally harmed as a result of his experiences at the Indian Hospital and Sanatoria.

93. The effects of the unnecessary removal of part of his right lung continues to affect John Pambrun to this day. It causes him to be short of breath. He has been restricted in his enjoyment of life from the time of the operation. He has been restricted in employment.

CAUSES OF ACTION AND DAMAGES SUFFERED BY THE PLAINTIFF AND CLASS MEMBERS

Systemic Negligence - Indian Experiments

94. Canada owed a duty of care to Class members in relation to their use as experimental subjects in experiments conducted on Indian Reserves, in Residential Schools, in Indian Hospitals, and in other facilities, which were funded, overseen, operated, supervised, controlled, maintained, and supported by Canada or its Agents.

95. Canada owed a duty of care to the Plaintiff and all Class members in relation to their use as experimental subjects in experiments conducted in Sanatoria, when the Plaintiff and Class members were sent to such Sanatoria by Canada.

96. Canada was in a relationship of proximity with Class members as a result of its funding, oversight, operation, supervision, control, maintenance, and support of Indian Reserves, Residential Schools, Indian Hospitals, and other facilities and paying for Class members while in Sanatoria and other facilities.

97. Canada was in a relationship of proximity with Class members as a result of its policy of forcing Registered Indian and Inuit patients to receive medical treatment at Indian Hospitals, Sanatoria, and other facilities.

98. During their time on Indian Reserves, at Residential Schools, and in Indian Hospitals, other facilities, and Sanatoria, Class members had the reasonable expectation that they would not be subjected to experiments without their knowledge and informed consent, or without the knowledge and informed consent of their parents.

99. Canada knew or ought to have known that allowing Class members to be used as experimental subjects without their knowledge and informed consent, or without the knowledge and informed consent of their parents, breached the standard of care that Class members were owed.

100. Canada knew or ought to have known that allowing Class members to be used as experimental subjects without their knowledge and informed consent, or without the knowledge and informed consent of their parents, would result in compensable physical and emotional harm to Class members.

101. Class members had the reasonable expectation that Canada would not allow them to be used as experimental subjects without their knowledge and informed consent, and without the knowledge and informed consent of their parents.

102. If experiments were to be conducted on Class members, Canada was obliged to make sure that these experiments were conducted ethically, that the possible benefits of the experiments were worth the risks to Class members, that no harm would befall Class members as a result of the experiments, and that the experiments would only take place with the knowledge and informed consent of Class members and their parents. None of these tests were met.

103. Particulars of Canada's systemic breaches of the fiduciary duty and duty of care owed to Class members include, but are not limited to:

- (a) failure to implement appropriate policies and procedures to ensure that any experiments using Class members as subjects were conducted in a safe manner;
- (b) failure to implement appropriate policies and procedures to ensure that any experiments using Class members as subjects were conducted in an ethical manner;
- (c) failure to establish or implement standards of conduct for researchers, and doctors conducting research in Indian Hospitals and Sanatoria, to ensure that any experiments carried out on Registered Indian and Inuit children were likely to benefit the children, and that any benefit would outweigh the potential harm caused;
- (d) failure to inform Class members and their parents about the nature of proposed experiments, and the risks and potential rewards of participating in proposed experiments;
- (e) failure to obtain the informed consent of Class members and their parents before any experiments were conducted on Class members;

- (f) failure to periodically reassess its regulations, procedures, and guidelines when it knew or ought to have known that there were questions about the propriety of conducting experiments on Registered Indian and Inuit children without their knowledge and informed consent, and without the knowledge and informed consent of their parents;
- (g) failure to protect experimental subjects from unnecessary pain and suffering as a result of the experiments;
- (h) failure to properly maintain and keep records of the experiments;
- (i) implementing Policies, Practices, Procedures, and Operations; and
- (j) such other and further grounds as the Plaintiff may advise and this Honourable Court may consider.

104. Canada forcibly removed Class members from their homes and forced them to attend Residential Schools. Canada forcibly removed Class members from their homes and confined them to Indian Hospitals, other facilities, and Sanatoria. Such confinement was wrongful, arbitrary, and for improper purposes.

105. Class members were subjected to experiments on Indian Reserves, in Residential Schools, Indian Hospitals, Sanatoria, and other facilities and as a result suffered physical, emotional, and psychological harm for which they have yet to be compensated.

Breach of Fiduciary Duty

106. At all material times, Canada was in a fiduciary relationship with Class members. Its relationship with Class members was one of trust, reliance, and dependence.

107. Canada was at all material times responsible for Indian Reserves. Canada establish, funded, oversaw, operated, supervised, controlled, maintained, and supported Residential Schools and Indian Hospitals and in significant part and sometimes completely, Sanatoria.

108. Canada was at all material times responsible for facilities and programs that provided Healthcare services and treatment for tuberculosis to the Class and said facilities were controlled, administered, or funded by the Government of Canada.

109. Canada forced Class members to go to Residential Schools, Indian Hospitals, Sanatoria or other facilities which it controlled, administered, or funded to receive medical treatment there and participate in various Healthcare programs it controlled, administered, or funded.

110. At all material times, Class members were within the power or control of Canada.

111. Through its responsibility for Indian Reserves, its establishment, funding, oversight, operation, supervision, control, maintenance, and support of Residential Schools and Indian Hospitals, and its control over Class members' medical care in Indian Hospitals and Sanatoria, Canada undertook the express and implied responsibility to act in the best interests of Class members at all material times.

112. Through its responsibility for facilities and programs that provided treatment for tuberculosis and Healthcare, Canada undertook the express and implied responsibility to act in the best interests of Class members at all material times.

113. Class members had the reasonable expectation that they would not be experimented upon without their knowledge and informed consent, or the knowledge and informed consent of their parents, while they were living on Indian Reserves, attending Residential Schools, or receiving treatment in Indian Hospitals and Sanatoria. Class members relied upon Canada to fulfill its fiduciary obligations.

114. Class members had a reasonable expectation that they would requisite Healthcare for tuberculosis and any other condition requiring medical treatment at facilities and programs controlled, administered, or funded by the Government of Canada. Class members relied upon Canada to fulfill its fiduciary obligations.

115. Canada had a fiduciary duty to act in the best interests of Class members, as it has exclusive jurisdiction over Registered Indian and Inuit persons pursuant to section 91 (24) of *The Constitution Act, 1867* and the common law.

116. Canada has specific constitutional obligations towards the Inuit, including, but not limited to, entitlement to specific federal programs for Healthcare.

117. At all material times, Canada was and continues to be the main funding agent for almost all Healthcare in what is now the territory of Nunavut. Many members of the Class and including Canadian Inuit reside in Nunavut.

118. By virtue of its constitutional obligations and its obligations under the *Indian Act* and its Regulations, Canada had discretionary control over Class members and was required to act in their best interests at all times.

119. Canada's fiduciary duty to Registered Indian and Inuit persons is non-delegable because of its *sui generis* relationship with Registered Indian and Inuit persons.

120. Particulars of Canada's breach of its fiduciary duty to Class members are set out within this claim.

121. By allowing experiments to be conducted on Registered Indian or Inuit children, by not providing requisite medical treatment and Healthcare to Registered Indian and Inuit peoples suffering from the disease of tuberculosis and other medical conditions, Canada put its own interests ahead of the interests of the Plaintiff and Class members. Canada permitted harm to Class members in order to further their own interests.

122. Canada failed to adequately remedy the damage caused to Class members by its failures and omissions set out herein. In particular, Canada has failed to compensate Class members for the emotional, psychological, and physical abuse and the pain and suffering they experienced as a consequence of allowing experiments to be conducted on Registered Indian or Inuit children and not providing requisite medical treatment and Healthcare to Registered Indian or Inuit peoples suffering from the disease of tuberculosis and other medical conditions.

123. By allowing experimentation on Registered Indian or Inuit children without their knowledge and informed consent, and without the knowledge and informed consent of their parents, by not providing requisite medical treatment and Healthcare to Registered Indian or Inuit peoples suffering from the disease of tuberculosis and other medical conditions, Canada breached its fiduciary duty owed to Class members, thereby affecting their legal and practical interests.

Systemic Negligence: Discriminatory and Inadequate Medical Treatment & Restriction of Medical Treatment

124. The Plaintiff and the Class have been subjected to discriminatory, inadequate, and restrictive medical treatment and healthcare by Canada.

125. Canada owed a duty of care to the Plaintiff and Class to provide medical treatment and healthcare which was not subject to Policies, Practices, Procedures, and Operations that unreasonably and unlawfully limited healthcare for Registered Indian and Inuit peoples.

126. Canada breached its duty of care to the Plaintiff and the Class by, inter alia:

- (a) implementing the Policies, Practices, Procedures, and Operations as defined herein;
- (b) failing to implement policies, practices, procedures, and operations to ensure that the Class were not discriminated against when seeking treatment for the disease of tuberculosis, other medical conditions, or Healthcare;
- (c) failing to implement policies, practices, procedures, and operations to ensure that the Class would be provided with requisite treatment when seeking treatment for the disease of tuberculosis, other medical conditions, or Healthcare;
- (d) failing to implement policies, practices, procedures, and operations to ensure that the Class would be provided with safe treatment when seeking treatment for the disease of tuberculosis, other medical conditions, or Healthcare;
- (e) failing to implement policies, practices, procedures, and operations to ensure that the Class' families would be kept informed of the treatment the Class would receive, or received for the disease of tuberculosis, other medical conditions, or general Healthcare when the Class was required by Canada to receive said treatment away from their home communities;
- (f) failing to implement policies, practices, procedures, and operations to ensure that the Class' families would be notified of the death of a member of their family who had been required by Canada to receive treatment for the disease of tuberculosis, other medical conditions, or for general Healthcare away from their home communities;
- (g) failure to periodically reassess its policies, practices, procedures, and operations when it knew or ought to have known that there were questions about the maintaining policies, practices, procedures, and operations that were discriminatory towards the Registered Indian and Inuit peoples;

- (h) failure to periodically reassess its policies, practices, procedures, and operations when it knew or ought to have known that there were questions about the maintaining policies, practices, procedures, and operations that prevented the safe treatment of the disease of tuberculosis in Registered Indian or Inuit communities;
- (i) failure to periodically reassess its policies, practices, procedures, and operations when it knew or ought to have known that there were questions about the maintaining policies, practices, procedures, and operations that prevented and continue to prevent the adequate provision of Healthcare for Registered Indian and Inuit peoples;
- (j) failure to protect members of the Class from unnecessary pain and suffering whilst receiving treatment for the disease of tuberculosis, other medical conditions, or for general Healthcare by facilities and programs controlled, administered, or funded by the Canada;
- (k) failure to maintain proper records for members of the Class or other Canadians who received treatment for the disease of tuberculosis, other medical conditions, or for general Healthcare by facilities and programs controlled, administered, or funded by the Canada;
- (l) failure to protect, promote, and restore the physical and mental well-being of Registered Indian and Inuit peoples and facilitate reasonable access to health services without financial or other barriers;
- (m) implementing policies, practices, procedures, and operations that do not protect, promote, and restore the physical and mental well-being of Registered Indian or Inuit peoples and facilitate reasonable access to health services without financial or other barriers; and
- (n) such other and further grounds as the Plaintiff may advise and this Honourable Court may consider.

127. Canada knew or ought to have known that its actions and omissions were of a kind reasonably capable of causing damages to the Plaintiff and the Class and that the Class would suffer damages as a result.

128. The Plaintiff pleads and relies upon the *Crown Liability Act*, which provides that the Crown is liable for the damages caused by a tort committed by a servant of the Crown (section 3(b)).

Breach of the Canadian Charter of Rights and Freedoms

129. Canada has breached the Plaintiff's and the Class' right to be free from discrimination on the basis of being Registered Indian and Inuit persons seeking and receiving medical treatment and Healthcare at facilities and through programs controlled, administered, or funded by Canada pursuant to s. 15 of the *Charter* by, inter alia:

- (a) inadequately and improperly supervising the conduct of Agents implementing policies, practices, procedures, and operations for the provision of Healthcare to Registered Indian or Inuit peoples suffering from the disease of tuberculosis and other medical conditions;
- (b) providing inferior and deferential treatment to Registered Indian or Inuit peoples seeking treatment for the disease of tuberculosis and other medical conditions through facilities and programs controlled, administered, or funded by Canada;
- (b) providing no, or inadequate, training, and education programs with respect to discrimination for Agents who were providing Healthcare to Registered Indians and Inuit on behalf or under the direction of the Canada;
- (c) inadequately or incompletely investigating incidents and allegations discrimination or the discriminatory Policies, Practices, Procedures, and Operations targeting Registered Indian and Inuit peoples;
- (d) choosing not to sanction Agents for continued the implementation of Policies, Practices, Procedures, and Operations;

- (e) choosing to have no, or inadequate, legislation, policies, procedures, processes, codes of conduct or guidelines to protect the safety, physical and mental health, and welfare of the Plaintiff and Class members, and to reduce the likelihood that they would be continued to be subjected to discriminatory Policies, Practices, Procedures, and Operations; and
- (f) choosing to inadequately and inconsistently implement any legislation, policies, procedures, processes, codes of conduct or guidelines that did exist for the above-described purposes.

130. Canada has breached the Plaintiff's and the Class' right as Registered Indian and Inuit persons to receive timely access to medically necessary care and access to healthcare from sources not controlled, administered, or funded by Canada pursuant to s. 7 of the *Charter* by, inter alia:

- (a) implementing the Policies, Practices, Procedures, and Operations as defined herein;
- (b) implementing legislation, policies, practices, procedures, and operations that perpetuate the Restriction of Medical Treatment as defined herein;
- (c) implementing legislation, policies, practices, procedures, and operations that inhibit Registered Indian and Inuit peoples fundamental personal decisions for medical treatment affecting their health, way of life, and death as guaranteed under various agreements between Canada and the Registered Indian and Inuit peoples of Canada;
- (d) implementing legislation, policies, practices, procedures, and operations for Healthcare for Registered Indian or Inuit peoples that inhibits adequate medical treatment for the Class and impedes the Class from accessing medically necessary health services;
- (e) inadequately and improperly supervising the conduct of Agents implementing policies, practices, procedures, and operations for the timely provision of Healthcare to Registered Indian or Inuit peoples suffering from the disease of tuberculosis and other medical conditions;

- (f) providing untimely medical treatment to Registered Indian or Inuit peoples seeking treatment for the disease of tuberculosis and other medical conditions through facilities and programs controlled, administered, or funded by Canada;
- (g) providing no, or inadequate, training, and education programs with respect to timely medical treatment for Agents who were providing Healthcare to Registered Indians or Inuit on behalf or under the direction of the Canada;
- (h) inadequately or incompletely investigating incidents and allegations of the discriminatory Policies, Practices, Procedures, and Operations targeting Registered Indians and Inuit;
- (i) choosing not to sanction Agents for continued the implementation of Policies, Practices, Procedures, and Operations;
- (j) choosing to have no, or inadequate, legislation, policies, procedures, processes, codes of conduct or guidelines to provide timely Healthcare or health care from sources not controlled, administered, or funded by Canada for the welfare of the Plaintiff and Class members and to reduce the likelihood that they would be continued to be subjected to Policies, Practices, Procedures, and Operations; and
- (k) choosing to inadequately and inconsistently implement any legislation, policies, procedures, processes, codes of conduct or guidelines that did exist for the above-described purposes.

DAMAGES SUFFERED BY CLASS MEMBERS

131. Canada knew or ought to have known that as a consequence of its systemic negligence, breach of fiduciary duty, breach of the *Charter*, the Plaintiff and Class members would suffer injury and damages including but not limited to:

- (a) assault and battery;
- (b) forcible confinement;
- (c) sexual abuse;
- (d) emotional abuse;
- (e) psychological abuse;

- (f) poor health;
- (g) psychological illness;
- (h) an impairment of mental, emotional, and/or physical health amounting to a severe and permanent disability;
- (i) pain and suffering;
- (j) a propensity to addiction;
- (k) a propensity to other health problems, including but not limited to Diabetes Type II;
- (l) an impaired relationship with their family;
- (m) an impaired ability to participate in normal family life;
- (n) isolation from their family and community;
- (o) an impairment in their capacity to function in the workplace;
- (p) a permanent impairment in their capacity to earn income;
- (q) the need for ongoing psychological, psychiatric, and medical treatment for illnesses and other disorders that resulted from the experiments;
- (r) depression, anxiety, and other emotional and psychological disfunctions;
- (s) suicidal ideation;
- (t) loss of self-esteem and feelings of depression;
- (u) fear as a child;
- (v) loss of the ability to fulfill cultural duties;
- (w) loss of cultural knowledge;
- (x) loss of Indigenous language ability, both as an individual and as a community;
- (y) loss of Indigenous religion;
- (z) loss of the ability to live as a member of a community;
- (aa) loss of income;
- (bb) loss of enjoyment of life; and
- (cc) such other and further damages as the Plaintiff may advise and this Honourable Court may consider.

132. Canada knew or ought to have known that as a result of its conduct alleged herein, family Class members would suffer and will continue to suffer injury and damages, including but not limited to:

- (a) actual expenses incurred for the benefit of Class members;
- (b) travel expenses incurred when family Class members were allowed to visit Class members confined to Indian Hospitals, Sanatoria, and other facilities;
- (c) loss of income and the value of services provided to Class members, including but not limited to nursing care and housekeeping;
- (d) loss of the support, guidance, care, and companionship that they might reasonably have expected to receive from Class members; and
- (e) loss of culture that they might reasonably have expected to receive from Class members.

133. Canada knew or ought to have known that as a consequence of its negligence and breach of fiduciary duty, Class members and family Class members would suffer the damages described above.

PUNITIVE AND EXEMPLARY DAMAGES

134. Canada had specific and complete knowledge of the experiments being conducted on Class members on Indian Reserves, in Residential Schools, Indian Hospitals, and Sanatoria. Canada knew that informed consent should be obtained before experiments are conducted on human subjects, but did not take steps or did not take sufficient steps to obtain this informed consent from Class members or the parents of Class members.

135. Canada had specific and complete knowledge of the harm and suffering that Class members and family Class members experienced as a result of these experiments. Despite this knowledge, Canada and its Agents allowed the experiments to continue.

136. Canada treated Registered Indian and Inuit children as guinea pigs, rats, objects of experiments, owned property, lesser human beings, the possession of Canada to do with them as Canada might choose.

137. The third arm of governance, the judicial arm, must show its opprobrium for the conduct of Canada.

138. In allowing experimentation on Registered Indian and Inuit children without informed consent, Canada acted in an autocratic, oppressive, and heartless manner. This warrants an award of punitive and exemplary damages. Canada treated Class members with a wanton disregard for their autonomy, interests, safety, and well-being.

139. The conduct of the Canada in implementing the Policies, Practices, Procedures, and Operations as defined herein was willful, arrogant, callous, and highhanded and constituted a gross violation of the rights of the Plaintiff and the Class.

140. Canada did not provide requisite medical treatment and Healthcare through facilities and programs controlled, administered, or funded by Canada to Registered Indian and Inuit peoples seeking treatment for the disease of tuberculosis and other medical conditions because of their membership to an Indigenous group of peoples in Canada or their identification as Indigenous by the Government of Canada, or its Agents/employees of said facilities and programs.

141. Canada continues to take steps to actively avoid its specific constitutional obligations towards the Indigenous peoples of Canada which includes Registered Indians and Inuit and avoid accountability for its breaches of the *Charter*.

142. This is an appropriate case for punitive, aggravated and/or exemplary damages, to demonstrate that such willfully negligent, tortious, and unconstitutional conduct will not be ignored.

QUEBEC LAW

143. Where the actions of Canada took place in Québec, they constitute:

- (a) fault giving rise to the extra-contractual liability of the defendant, its employees, servants, and Agents to Class members pursuant to the *Civil Code of Québec*, SQ 1991, c 64, Art 1457 (“**Civil Code of Québec**”), and the *Charter of Human Rights and Freedoms*, RSQ, c C-12 (the “**Québec Charter**”), ss 1, 4, 10, 10.1, and 16, and its predecessors;
- (b) fault giving rise to the extra-contractual liability of the defendant pursuant to the *Crown Liability and Proceedings Act*, s 3, and the *Interpretation Act*, RSC 1985, c 1-16, s 8.1; and
- (c) unlawful and intentional interference with the rights of the Plaintiff and Class members under the *Québec Charter*, ss 1, 4, 10, 10.1, and 16, giving rise to the liability of the defendant to pay punitive damages to the Plaintiff and Class members, pursuant to the *Québec Charter*, s 49 and the *Civil Code of Québec*, Art 1621.

144. The Plaintiff pleads reliance on following:

- (a) *Charter of Human Rights and Freedoms*, CQLR c C-12;
- (b) *Civil Code of Québec*, CQLR c CCQ-1991;
- (c) *The Constitution Act, 1867*, 30 & 31 Vict, c 3;
- (d) *The Constitution Act, 1982*, s 35(1), Schedule B to the *Canada Act 1982* (UK), 1982, c 11;
- (e) *Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment*, Dec 10, 1984, GA res 39/46, UN GAOR, 39th Sess, Supp No 51, art I;
- (f) *Crown Liability and Proceedings Act*, RSC 1985, c C-50;
- (g) *Crown Liability Act*, SC 1952-53, c 30;

- (h) *The Family Property Act*, SS 1997, c F-6.3, and equivalent legislation in other provinces and territories in Canada, including the *Tort-feasors Act*, RSA 2000 c T-5 and the *Civil Code of Québec*;
- (i) *Federal Courts Act*, RSC 1985, c F-7;
- (j) *Federal Courts Rules*, SOR/98-106;
- (k) *The International Covenant on Civil and Political Rights* (1976), 999 UNTS 171, [1976] CTS 47;
- (l) *The Nuremberg Code*, 1948;
- (m) *The Universal Declaration of Human Rights*, GA res 217 (III), December 10, 1948, UN Doc A/810 (1948); and
- (n) *World Medical Association of Helsinki - Ethical Principles for Medical Research Involving Human Subjects*, adopted by the 18th WMA General Assembly in June 1964 and amended at the 52nd WMA General Assembly in October 2000.

RELIEF SOUGHT

145. The Plaintiff claims on behalf of himself and the other members of the proposed Class:
- (a) a declaration that Canada owed a fiduciary duty and a duty of care to the Plaintiff and all Class members in relation to their use as experimental subjects in experiments conducted on Indian Reserves, in Residential Schools, and in Indian Hospitals, which were funded, overseen, operated, supervised, controlled, maintained, and supported by the government of Canada or its Agents;
 - (b) a declaration that Canada owed a fiduciary duty and a duty of care to the Plaintiff and all Class members in relation to their use as experimental subjects in experiments conducted in Sanatoria, when the Plaintiff and Class members were sent to such Sanatoria by Canada or its Agents;

- (c) a declaration that Canada owed a fiduciary duty and a duty of care to the Plaintiff and all Class members to provide medical treatment and healthcare which was not subject to Policies, Practices, Procedures, and Operations that unreasonably and unlawfully limited healthcare for Registered Indian and Inuit peoples;
- (d) a declaration that Canada has breached the Plaintiff's and the Class' right to be free from discrimination on the basis of being Indigenous persons seeking and receiving medical treatment and Healthcare at facilities and through programs controlled, administered, or funded by Canada pursuant to s. 15 of the *Charter*
- (e) a declaration that Canada has breached the Plaintiff's and the Class' right as Registered Indian or Inuit persons to receive timely access to medically necessary care and access to healthcare from sources not controlled, administered, or funded by Canada pursuant to s. 7 of the *Charter*
- (f) a declaration that Canada was negligent in its funding, oversight, supervision, control, and support of the experiments conducted on the Plaintiff and Class members;
- (g) a declaration that Canada was negligent in treating Class members to treatments which was inappropriate for other Canadian patients with the same for care;
- (h) a declaration that Canada was in breach of its fiduciary duty to the Plaintiff and Class members as a consequence of its funding, oversight, supervision, control, and support of the experiments that were conducted on them;
- (i) a declaration that Canada is liable to the Plaintiff and Class members for damages caused by its breach of its fiduciary duty and for negligence in relation to the funding, oversight, supervision, control, and support of the experiments that were conducted on them;

- (j) a declaration that the experiments conducted on the Plaintiff and Class members while they were under the supervision and control of Canada or its Agents amounted to assault and battery;
- (k) damages for negligence, assault, battery, and breach of fiduciary duty;
- (l) damages for negligent infliction of mental distress;
- (m) special damages;
- (n) punitive, aggravated, and exemplary damages;
- (o) prejudgment and post-judgment interest pursuant to the *Pre Judgement Interest Act*, SS 1984-85-86, c P-22.2 and section 31 of the *Crown Liability and Proceedings Act*, RSC 1985, c C-50;
- (p) costs;
- (q) the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, and
- (r) such further and other relief as this Honourable Court deems just and appropriate in all the circumstances of the case.

DATED at Regina, Saskatchewan, this 4th day of May, 2018



MERCHANT LAW GROUP LLP

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