

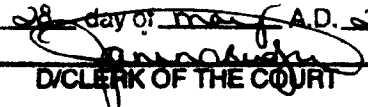
IN THE NUNAVUT COURT OF JUSTICE

BETWEEN:

**THE INUIT OF NUNAVUT AS REPRESENTED BY
NUNAVUT TUNNGAVIK INCORPORATED**

I HEREBY CERTIFY THIS DOCUMENT TO
BE A TRUE COPY OF THE ORIGINAL OF
WHICH IT PURPORTS TO BE A COPY

Plaintiff

This 28 day of May A.D. 2006

CLERK OF THE COURT

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

**THE COMMISSIONER OF NUNAVUT AS REPRESENTED BY THE
GOVERNMENT OF NUNAVUT and the GOVERNMENT OF NUNAVUT**

Third Party

THIRD PARTY NOTICE

TAKE NOTICE that this action has been brought by the Plaintiff against the Defendant. In it the Plaintiff claims against the Defendant for declaratory relief, court supervised specific performance, an Order requiring Her Majesty the Queen in Right of Canada ("Canada") to consent to arbitration and general and special damages, all such claims arising out of allegations relating to the implementation of the *Nunavut Land Claims Agreement* ("NLCA"), as appears from the Amended Statement of Claim, a copy of which is served with this Third Party Notice.

Pursuant to Rule 142(1)(c) of the *Nunavut Rules of Court*, the Defendant claims against you as follows:

- 1) On May 25, 1993, Canada and the Tungavik Federation of Nunavut, on behalf of the Inuit of the Nunavut Settlement Area, entered into the NLCA. The Government of the Northwest Territories was also a

signatory.

- 2) Pursuant to the NLCA, the Inuit of the Nunavut Settlement Area (“NSA”) surrendered their claim to aboriginal title in the NSA in exchange for certain defined rights and benefits.
- 3) The Inuit ratified the NLCA by vote. Canada ratified the NLCA by enacting the *Nunavut Land Claims Agreement Act* (“NLCAA”), S.C. 1993, c. 29.
- 4) Pursuant to section 4 of the *NLCAA*, the Government of Nunavut (“Nunavut”) is bound by the NLCA and subject to all duties and liabilities imposed therein.
- 5) The NLCA imposes various duties and obligations on “Government”. Section 1.1.1 defines “Government” for the purposes of the NLCA as meaning either the Government of Canada or the Territorial Government or both, depending on jurisdiction and subject matter.
- 6) On December 7, 2006, the Inuit of Nunavut as represented by Nunavut Tunngavik Incorporated (“NTI”) [the successor to the Tungavik Federation of Nunavut] filed a Statement of Claim naming Canada as the sole defendant and alleging breaches of, *inter alia*, specific terms of the NLCA, fiduciary duties and funding obligations and claiming declaratory relief, court supervised specific performance, an Order that Canada consent to arbitration and damages.
- 7) On March 30, 2007, Canada filed a Statement of Defence to NTI’s claim. On April 27, 2007, NTI filed a Reply and Joinder of Issue.
- 8) NTI advances a number of allegations in paragraphs 12 (d) – (k), (m) – (n), 46-48, 59-64 and 65-66 of its Amended Statement of Claim respecting performance of the obligations set forth in Articles 8, 9, 23 and

24 of the NLCA. Each of these Articles makes reference to duties and obligations owed by “Government”. The NLCA does not stipulate whether these obligations are owed by Canada or the Territorial Government.

- 9) The obligations and duties set forth in Articles 8, 9, 23 and 24 of the NLCA that NTI alleges Canada breached in the paragraphs of the ASOC referenced in paragraph 8 above, are obligations shared between Canada and Nunavut.
- 10) If any of the NLCA obligations shared between Canada and Nunavut were breached, which Canada does not admit but specifically denies, Canada states that Nunavut shares in the liability for such breaches.

WHEREFORE THE DEFENDANT CLAIMS:

(a) Any relief granted to the Plaintiff for breach of any duties or obligations shared by Canada and Nunavut under the NLCA, shall be apportioned as between Canada and Nunavut and shall reflect the shared nature of the obligations in question;

(b) Costs; and

(c) Such further and other relief as this Honourable Court may deem just and should properly be determined between the Plaintiff, the Defendant and the Third Party, or between any of them.

AND FURTHER TAKE NOTICE that judgment may be entered against you in accordance with this Third Party Notice, or such judgment as may be granted under the *Nunavut Rules of Court*, without further notice to you unless within 25 days after service of this Notice on you, excluding the day of service, you caused to be filed in the office of the Clerk of the Nunavut Court of Justice, either:

- a) a Statement of Defence, or
- b) an Appearance,

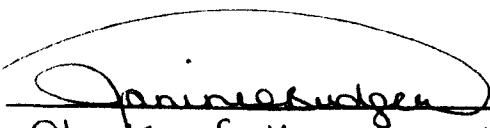
and unless within the same time you serve a copy of the Statement of Defence or Appearance on the Plaintiff and Defendant or the lawyers for the Plaintiff and Defendant.

AND FURTHER TAKE NOTICE that if you wish to dispute the within claim, you must cause to be filed and served a Statement of Defence;

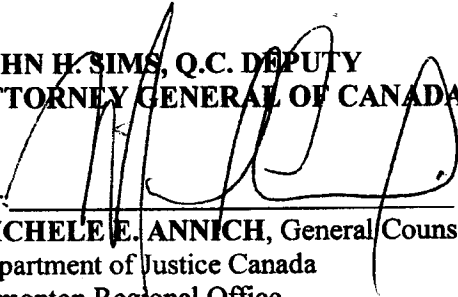
AND FINALLY TAKE NOTICE that if you do not dispute the liability of the Defendant to the Plaintiff, you will be deemed to admit the validity of any judgment that may be obtained against the Defendant, and if you do not dispute your liability to the Plaintiff, you shall be deemed to admit your liability to the Plaintiff to the extent claimed in this Third Party Notice.

DATED at Edmonton, Alberta on May 20, 2008 and delivered by Michele E. Annich, solicitor for the Defendant, whose address for service is Department of Justice Canada, Government of Canada Building, P.O. Box 1030, Iqaluit, Nunavut X0A 0H0.

Issued out of the clerk of the
Nunavut Court of Justice at
Iqaluit, NUNAVUT, ON May 28th
2008.


Clerk of the NUNAVUT COURT
OF JUSTICE.

**JOHN H. SIMS, Q.C. DEPUTY
ATTORNEY GENERAL OF CANADA**

Per: 
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Whose address for service is in care of:

Department of Justice Canada
Government of Canada Building

