

**IN THE NUNAVUT COURT OF JUSTICE**

BETWEEN:

THE INUIT OF NUNAVUT AS REPRESENTED BY  
NUNAVUT TUNNGAVIK INCORPORATED

Plaintiff

-and-

THE ATTORNEY GENERAL OF CANADA

Defendant

-and-

THE COMMISSIONER OF NUNAVUT AS REPRESENTED BY  
GOVERNMENT OF NUNAVUT AND THE GOVERNMENT OF NUNAVUT

Third Parties

**REPLY TO AMENDED STATEMENT OF DEFENCE  
OF THE THIRD PARTIES TO THE FURTHER AMENDED  
THIRD PARTY NOTICE**


1. In reply the whole of the Amended Statement of Defence of the Third Parties to the Further Amended Third Party Notice (the "Amended Defence"), and in particular to paragraphs 7 and 8, Canada says that on or about July 9, 1992, Canada and the Government of the Northwest Territories ("GNWT") entered into the "Memorandum of Understanding Between the Government of Canada and the Government of the Northwest Territories on Comprehensive Land Claim Implementation" (the "MOU") which says that Canada would provide incremental funding for costs incurred by the GNWT to implement obligations contained in the comprehensive land claims final agreements, which in the absence of a comprehensive land claim final agreement were costs that would not have been incurred by the GNWT. Canada specifically denies that there is any reference, either express or implied, in the MOU to a successor government to the

GNWT. Canada further denies that the MOU imposes obligations as alleged or at all, on Canada to provide incremental funding, or any funding, to the Government of Nunavut.

2. In reply to the whole of the Amended Defence, including paragraphs 15, 41, and 60 therein, Canada denies it owes the obligations to the Government of Nunavut as alleged.
3. In further answer to paragraphs 15 and 41 of the Amended Defence, Canada specifically denies that the NLCA imposes obligation any upon Canada to provide incremental funding, or any funding, to the Government of Nunavut in relation to the implementation of the NLCA.
4. In further answer to paragraph 60 of the Amended Defence, Canada specifically denies any breach of a duty to negotiate in good faith and says that Canada did negotiate in good faith. Canada further denies that it owed any duty to the Government of Nunavut, as alleged, to respond to Mr. Berger's recommendations.

DATED at the City of Vancouver, in the Province of British Columbia, on December 13, 2012, and delivered by Mitchell R. Taylor, Q.C., 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.

**LYNN HJARTARSON**  
**Regional Director General**  
**Solicitor for the Attorney General of Canada**

Per:   
Per: MITCHELL R. TAYLOR, Q.C.  
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