



## **MARTEN FALLS FIRST NATION #65**

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### **Press Release**

### **Update on our Diversion Dam Court Action from Chief Bruce**

### **Achneepineskum- Marten Falls First Nation- Treaty 9 - James Bay Treaty**

Marten Falls Chief and Council filed a Notice of Claim on August 7, 2025, on diversion dams affecting our Aboriginal and treaty rights but also our inherent rights. The claim is a notice. It is a notice that can be amended within the 60-day period until October 6 when we will file the claim. Within that period, we can amend the claim document that will be officially filed.

Why file now after many years and after we settled with Ontario Power Generation on past grievances claim in the 1990's? Here are some of the reasons:

- It has taken considerable time and effort to gather evidence and research for court action to proceed and to move on to it with the resources we need to do so.
- Past Grievances claim- Marten Falls only settled with Ontario Power Generation, formerly Ontario Hydro who constructed the dams and not the governments who endorsed the construction. Our current court action is with Canada and Ontario as the authorizing parties that let it happen by law and policy.

Our treaty was with the governments of Ontario and Canada as treaty signatories on behalf of the Crown; our understanding and evidence points to discussion that Marten Falls Anishinaabe leadership did ask the right questions like “would we be able to continue our hunting and fishing and living on any part of our territory”? The answer given was “yes, the people would be able to continue hunting and fishing and living on the land and using the resources”. This answer would be taken as inevitably constituting a treaty right but also continuing to uphold our inherent right given to us by Creator and as a people (nations). Chief Whitehead and council, then asked when the reserve concept was introduced to them, that they would want 60 miles downriver on both sides set aside but this was left unanswered. Chief William Whitehead at that time knew the original reserve

allotted across from the Marten Falls trading post would be unsustainable and insufficient to make a living on as per their accustomed traditional economies and to live and grow on; alluding that we needed the land and resources that we had used since time immemorial. It was then reassured to him by the Crown's representatives, that we would be able to live and grow and practice our way of life and ways of economy and the reserve was just for settling. Of course, the settling idea was not familiar to our people as it was a foreign concept and was clearly pressured by the other treaty parties bent on continuing down the Albany River to the coastal Mushkegowuk area to continue treaty making. It was certainly not comprehensible to Chief Whitehead that we could settle down on 30 square miles and make a living, and he also did nothing to signal or communicate its acceptance.

Former chief of Marten Falls Elijah K. Moonias always called this 'unconscionable', meaning not right or reasonable to any rational minded person especially to an Indigenous person at that time making a living on our traditional lands; more importantly this was an inherent right of our people that existed before treaty-especially to the Marten Falls people who kept sustainable a very important fur trading post at Martin's Falls. Marten Falls people were very much traders in our own right before Canada and Ontario existed.

The treaty was based on the understanding that Marten Falls people in signing the treaty were given gifts which included a 4-dollar annual payment or annuity. At that time 4 dollars per person was a lot of money for each Marten Falls person and especially for family units. It was enough to start the summer and fall season and buy many food material and trade supplies to use and take back to their hunting, trapping and fishing areas. This treaty allotment was only symbolic and could be counted on annually as a ceremonial acknowledgement of the treaty and to continue that solemn promise to count on sharing the land and its resources through an arrangement with the Crown. Chief Elijah always referred to this as the spirit and intent of the treaty or implementation of the treaty.

The 4-dollar annuity has not increased over time but the resources from our treaty area have extracted in considerable amounts. On the southern edges of our territory forestry, and the water is extracted from our territorial watershed. This extraction has given trillions of dollars to Canada and Ontario from when they were extracted and Marten Falls people have been given very little and not enough. What we have received was only enough to survive; this despite the treaty promise that we would count on the benevolence of the Crown. In Fort Hope, Chief Moonias questioned what they were signing. He said as people, they were taught that he must pay for everything they received even if it was for a package of needles. This implied a well-known Indigenous law and custom on trade. Chief Moonias questioned "how are you gentlemen coming on behalf of the King Edward VII, offering to give us benefits that we cannot return". Father Fafard who acted as translator, explained that Indians were offering our allegiance and our trust to the King for title to the

land for which we could not make use of and that we would receive benefits to balance anything that the Indigenous were given. This meant Indians would be willing to share the land and that was our understanding, as we did not know of legal concepts or were provided explanation of it. Later on, Duncan Campbell Scott laments “how are Indians to understand title concepts but must only refer to simpler concepts to agree to. And it’s true because of different world view, language barrier and understating, we did not view land as a commodity to be bought and sold but rather as Creators given right for us to use as Anishinaabe people.”

What is the Crown’s role as the other side signing the Treaty? Treaty 9 was a sacred document by our people and a legal agreement by the Crown and its representatives under the colonial government of Canada and its provincial government Ontario. At that time Canada, as a commonwealth state was under the control of Britain and King Edward VII. Canada did not achieve its independence as a sovereign colonial country until 1931 with the Statute of Westminster and finally with the Canada Act of 1982.

This is the background on our claim to the diversion dams, that the governments of Canada and Ontario under the treaty agreement continue to not uphold their treaty promises and this constitutes a breach of treaty relationship or the spirit and intent of the treaty as was understood by our people including Chief William Whitehead and the other chiefs of Treaty 9 like Chief Moonias and Chief Missabay.

The treaty did create a fiduciary relationship between the Crown and our people with the signing of the treaty and its lack of honouring and upholding the treaty makes the relationship between First Nations and the governments in lieu of the Crown at odds, and that is what we continue to see today. One sided benefit (the Crown as per Canada and Ontario) while the other side does not see any adequate benefits (Treaty 9 Anishinaabe or Muskegowuk) from the treaty relationship. This in essence is the reason Marten Falls First Nation began with the diversion dam court action; we contend the treaty is not lived up to in spirit and intent and its promises.

The court case focuses only on the river diversion as part of waters on treaty lands but when we talk about what the treaty was about, it was for the lands and its resources including water. This has not been the case with MFFN discussions with Ontario and Canada on the ‘taking up’ of more lands and resources but rather focused on a narrow business relationship which would amount to not only a territorial First Nations and Crown representative agreement on lands only specific to Marten Falls but also would affect other First Nations inherent and treaty rights. This will not increase reconciliation on the treaty with governments but diminish it. As current leader and Chief, I cannot endorse that diminishment as when I see our First Nations in the state they are in with deplorable living conditions and unfulfilled promises. This is due to the failure of Crown representative governments to uphold and honour the treaty.

For Marten Falls, some examples of this unfulfillment of treaty is tangible- the slow bureaucratic pace of infrastructure projects like our provincial airport upgrade runway and new terminal, our all-purpose center that is supposed to get our people “ready for development”, lack of progress on energy initiatives as Marten Falls is maxed out on power at our diesel generation site and cannot hook up new homes or much needed health buildings, Indigenous Services lack of follow up by the boil water (BWA) advisory class action- as we have a waste water report sitting on the shelf now for two years. We will not lift our BWA until our water and wastewater systems are upgraded, and proper governance operations and maintenance is agreed to by Canada. Lack of housing and its related infrastructure like new subdivisions and associated infrastructure like fire suppression infrastructure and equipment and sanitation.

On the social side, ISC Choose Life for Marten Falls funding was cut off last spring despite a three-year commitment and Marten Falls continued to act on that commitment leaving the community with debt by the arbitrary decision to claw back the funding commitment. Yet this funding is needed to reverse the effects of Canada and Ontario’s legislation and policies like residential school, child welfare and 60’s scoop, Canada’s Indian Affairs boarding home program designed to assimilate our people, the poor health services we receive from Indigenous Services Canada on patient transportation, where our people miss appointments due to neglect of bureaucracy to provide an adequate system that would be more beneficial and helpful for our people. Adequate educational facilities that repair and update our school infrastructure and curriculum plus provide First Nations students with facilities to stay in community until post-secondary and not send them out to board after grade 8. We all know of the seven-student inquest and its recommendations, which don’t seem to be followed up on or implemented.

For Marten Falls, we want Canada and Ontario as representative of the Crown to uphold their promises of the Treaty 9. Nothing short of this will be accepted in any agreement regarding our territory and its resources; we will continue to uphold our understanding or spirit and intent of the Treaty 9, we signed on July 5, 1905, and continue to follow this principle working in collaboration with Treaty 9 First Nations. We will continue to assert our inherent, Aboriginal and treaty rights and require it to be respected and agreed to.

Chief Bruce Achneepineskum  
Marten Falls First Nation  
Treaty 9- Nishnawbe Aski