



No. 15150  
Smithers Registry

In the Supreme Court of British Columbia

Between

SPOOKW also known as GERI MCDUGALL and others

Plaintiffs

and

GITXSAN TREATY SOCIETY and others

Defendants

### RESPONSE TO CIVIL CLAIM

**Filed by:** the Defendant Gitxsan Treaty Society ("**GTS**")

#### PART 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

##### Division 1 – Defendant GTS's Response to Facts

1. The facts alleged in Part 1 of the Notice of Civil Claim ("**Claim**") are admitted as follows:
  - (a) In response to para. 12 of Part 1 of the Claim, the GTS admits only that it is a non-profit society duly incorporated on November 28, 1994 under the *British Columbia Society Act*, and that its registered office is at PO Box 229, 1650 Omenica St., Hazelton BC;
  - (b) In response to paras. 12 and 20 of Part 1 of the Claim, the GTS admits only that its purpose is to support the Gitxsan people in their treaty and other negotiations, and other initiatives;
  - (c) In response to paras. 13 and 14 of Part 1 of the Claim, the GTS admits only that the Defendant British Columbia Treaty Commission ("**BCTC**") facilitates treaty negotiations between the Defendant the Queen in Right of British Columbia (the "**Province**"), the Defendant the Queen in Right of Canada ("**Canada**") and some First Nations and is responsible for allocating funds in accordance with criteria agreed to by Canada, the Province and the relevant First Nation;
  - (d) In response to paras. 15 and 17 of Part 1 of the Claim, the GTS admits only that both the Province and Canada fund and participate in BCTC treaty negotiations;
  - (e) In response to para. 17 of Part 1 of the Claim, the GTS admits only that the Gitxsan Nation comprises traditional Houses also known as Huwilp or Wilp (House) which are the basic Gitxsan social unit; and

- (f) In response to para. 18 of Part 1 of the Claim, the GTS admits only that each Wilp (House) is made up of related families with a House Chief, Wing Chief(s) and members.
2. The remaining facts alleged in paragraphs 1 – 12 and 17 – 56 of Part 1 of the Claim are denied.
  3. The remaining facts alleged in paragraphs 13 – 16 of Part 1 of the Claim are outside the knowledge of the GTS.

### **Division 2 – Defendant GTS’s Version of Facts**

#### **The GTS and its Mandate:**

1. In response to paras. 12 and 20 of Part 1 of the Claim, and further to the fact admitted in Division 1, para. 1(b) above, the GTS at all material times has been guided by its stated purpose and has acted to advance the interests of all Gitxsan, in accordance with Ayookim Gitxsan (Gitxsan laws) and the Gitxsan’s Huwilp (Houses) and Simgiigyet (Hereditary Chiefs) governance system.<sup>1</sup>

#### **The Gitxsan Hereditary Chiefs and Governance System:**

2. In response to paras. 17 – 19 of Part 1 of the Claim, Gitxsan society is organized communally along matrilineal lines, with each Gitxsan person belonging to one of four Pdeek (Clans). Each Pdeek has several Huwilp (Houses). The Huwilp are the central social and governance unit of the Gitxsan, containing extended family groups based on matrilineal blood-lines and rank.
3. Each Wilp (House) owns its own resources, including its Lax Yip (territories). Together, the Lax Yip of all the Gitxsan Huwilp (Houses) make up the 33,000 km<sup>2</sup> of traditional territory held by the Gitxsan Nation.
4. In accordance with Ayookim Gitxsan (Gitxsan laws), each Gitxsan Wilp (House) has a number of Simgiigyet (Hereditary Chiefs), including typically one Head Chief and a number of Wing Chiefs.
5. The Gitxsan Simgiigyet (Hereditary Chiefs) are responsible for controlling and managing their Wilp’s (House’s) resources, including its Lax Yip (territory), on behalf of all Wilp members.

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<sup>1</sup> Throughout this pleading, some Gitxsan terms are used, with the English translation appearing in parenthesis after the first use of the word in each paragraph. Appendix “A” to this pleading also sets out the English translation of all Gitxsan terms used herein.

Although ownership of the Lax Yip and other resources vests in the Simgiigyet, they hold the land and other resources on behalf of their respective Huwilp (Houses).

6. In response to para. 18 of Part 1 of the Claim, the blood-lines of the family groups are critical to determining who becomes a Simogyat (Hereditary Chief) of a Wilp (House). The Gitxsan have a process for recognizing a new Simogyat, in accordance with those blood-lines, which culminates in confirmation of a Simogyat's position at the Li'ligit (feast hall).

7. Part of the process of becoming a Head Chief is deliberative and involves obtaining the support of the Simogyat's (Hereditary Chief's) Wilp (House), as well as the support of the others in the Gitxsan community including peers of the Simogyat's Pdeek (Clan) and Niidihl (opposite clan in community).

8. The authority of a Simogyat (Hereditary Chief) to act on behalf of and represent his or her Wilp (House) may be challenged by members of that Wilp. No Simogyat may act without the support of the Wilp.

#### **Gitxsan and GTS Engagement in BCTC Treaty Process:**

9. The Gitxsan Simgiigyet (Hereditary Chiefs) pro-actively assert their aboriginal rights, including title, on behalf and with the support of their respective Huwilp (Houses). Gitxsan Simgiigyet were plaintiffs in *Delgamuukw v. British Columbia*, [1997] 3 SCR 1010 ("*Delgamuukw*"), and petitioners in *Gitxsan and other First Nations v. BC (Minister of Forest)*, 2002 BCSC 1701 ("*Yal'*"). They also have engaged in the BCTC treaty process, and in bilateral negotiations with the Province on various issues, including forestry development.

10. In 1994, approximately sixty of the Gitxsan Simgiigyet (Hereditary Chiefs) decided to engage in the BCTC process, and negotiate with the federal and provincial governments on behalf and with the support of their respective Huwilp (Houses). To do so, the Simgiigyet filed a Statement of Intent to enter treaty negotiations on June 22, 1994.

11. At that time, the Gitxsan Simgiigyet (Hereditary Chiefs) relied on the Office of the Hereditary Chiefs of the Gitxsan (the "**Chiefs' Office**") for administrative support. They also established the Chiefs Advisory Team ("**CAT**"), which consisted of thirteen Gitxsan Simgiigyet with oversight responsibilities, particularly in relation to BCTC funding.

12. From the outset of treaty negotiations, the Gitxsan Simgiigyet (Hereditary Chiefs) made collective decisions through a consensus-building process which included reliance on the Gimlitxwit (Chiefs' Meetings). Starting around 1984, the Simgiigyet began to use the Gimlitxwit

to prepare for and participate in the *Delgamuukw* litigation. The Gimplitxwit process was established to allow the Gitxsan to deal collectively with the federal and provincial governments, without having each Gitxsan Wilp (House) separately engage with Canada or the Province. In this forum, the Gitxsan discuss and make collective decisions, using a consensus-building model, about matters that affect the Gitxsan Nation, including dealings with the Province and Canada.

13. Despite having these structures in place, at the outset of BCTC negotiations, the Gitxsan Simgiigyet (Hereditary Chiefs) were also required to incorporate a society to obtain treaty funding. The Gitxsan Simgiigyet formed the GTS under the *Society Act* for that purpose, and mandated the GTS to receive treaty funding on their behalf.

14. The GTS's first Board of Directors consisted of the same thirteen Gitxsan Simgiigyet (Hereditary Chiefs) who participated on the CAT. The Board of Director's structure currently ensures that all four Gitxsan Pdeek (Clans) are represented.

15. In July 1995, on behalf of their Huwilp (Houses), and with the assistance of the Chiefs' Office, the CAT and the GTS, the Gitxsan Simgiigyet (Hereditary Chiefs) successfully completed stage three of a six-stage BCTC treaty process. The first three stages involved agreeing to negotiate, and establishing a framework agreement that identifies subject-areas and time-frames for future negotiations.

16. In 1996, the Province withdrew from treaty negotiations with the Gitxsan, and treaty negotiations were suspended.

17. From about 1996 – 2000, the Gitxsan received no funding for treaty negotiations from federal or provincial sources.

18. In 1997, the Supreme Court of Canada issued its decision in *Delgamuukw*. In that decision, the Court encouraged the use of "negotiation and reconciliation" to resolve aboriginal title claims.

19. In or about 2001, the Province, Canada and the Gitxsan Simgiigyet (Hereditary Chiefs) re-engaged in the BCTC treaty process. The GTS began to account for BCTC funding at that time, and generally took on a more prominent role administering the negotiation process on behalf of the Simgiigyet.

20. The issuance of treaty funding to the Gitxsan through the GTS is monitored by the BCTC. Each year, the BCTC reviews and audits the GTS's proposed treaty budget and work

plan, and does not issue the annual funding until it has confirmed that the GTS's budget meets specific funding criteria.

21. As of the date of this pleading, the Gitxsan Simgiigyet (Hereditary Chiefs), on behalf of their Huwilp (Houses), are in the fourth stage of BCTC negotiations. This fourth stage involves negotiating an agreement in principle, and is the first stage of the BCTC process in which substantive treaty negotiations occur.

22. If in the future the parties reach an agreement in principle, the Gitxsan people will have to approve that agreement before the parties commence stage five of the treaty process.

23. Similarly, if in the future the Province, Canada and the Gitxsan successfully conclude stage five of the treaty process, any final treaty will require the support of the Gitxsan people before it has legal effect.

24. At all material times, the GTS's participation in treaty negotiations has been at the direction of the Gitxsan Simgiigyet (Hereditary Chiefs), and has been compatible with and in furtherance of GTS's purpose to support the Gitxsan people in their treaty and other negotiations, and other initiatives. Without limiting the foregoing, the GTS has regularly taken steps to ensure the Gitxsan people are updated on and understand the negotiation process, including the funding arrangement with the BCTC.

**Short Term Forestry Agreement:**

25. In 1998, the Province and the Gitxsan signed a *Reconciliation Agreement*, in which the parties agreed to begin discussions on certain bilateral matters, including the Gitxsan's participation in forestry development and training initiatives.

26. In 2002, in the *Yal* decision, certain Gitxsan Simgiigyet (Hereditary Chiefs) successfully challenged a Provincial decision to approve a change in corporate control over certain forestry licenses, on the basis that this decision violated the Gitxsan (and other petitioners') aboriginal rights. In the result, the court held that the Gitxsan applicants have a good *prima facie* claim of aboriginal title and a strong *prima facie* claim of aboriginal rights for at least some of the land claimed.

27. Since *Yal*, the Simgiigyet (Hereditary Chiefs) and the Province have continued to negotiate, seeking to reconcile the Gitxsan's interest in forestry activities on their traditional lands with the Crown's interest.

28. In June 2003, the Province and the Gitksan entered into an (Interim) Agreement Regarding Forest Development ("**Interim Agreement**") and in August 2006, a Short Term Forestry Agreement ("**STFA**").

29. A significant majority of Gitksan Simgiigyet (Hereditary Chiefs) signed the STFA, on behalf and with the support of their respective Huwilp (Houses).

30. During the negotiations of the STFA, and also during its subsequent implementation, the GTS broadly disseminated information about the STFA on behalf of the Gitksan Simgiigyet (Hereditary Chiefs). The GTS also coordinated and hosted a significant number of meetings to discuss the STFA, including approximately fifteen Gimlitzwit (Chiefs' Meetings) chaired by the Plaintiff William Blackwater Sr., and information sessions held for members of the Plaintiff Indian Bands.

31. The GTS's participation in the negotiation and implementation of the STFA was, at all material times, compatible with and in furtherance of its purpose to support the Gitksan people in their treaty and other negotiations, and other initiatives.

**Alternative Governance Model:**

32. On or about May 15, 2008, the Gitksan Simgiigyet (Hereditary Chiefs) tabled the Alternative Governance Model at the BCTC treaty table.

33. The Gitksan's Alternative Governance Model articulates how the Gitksan wish to hold and manage their 33,000 km<sup>2</sup> of aboriginal title land and related resources. Contrary to models used in other aboriginal treaty negotiations, the Gitksan model does not seek to replace provincial or federal legislatures. Rather, it seeks recognition of the Gitksan's traditional Wilp (House) and Simogyat (Hereditary Chief) system for the purpose of internally managing the Gitksan's collective assets, including land.

34. The focus on the Wilp (House) and Simogyat (Hereditary Chief) structure in the Alternative Governance Model is a reflection of the Gitksan's traditional approach to governance and social organization, dictated by Ayookim Gitksan (Gitksan laws). This focus has long been discussed and advocated for by and among the Gitksan people.

35. Gitksan Simgiigyet (Hereditary Chiefs) consistently have asserted their right to govern their traditional territory based on the Gitksan's traditional Wilp (House) system, and this objective is well known throughout the Gitksan Nation. Since at least the 1970s, the Gitksan Simgiigyet (Hereditary Chiefs) have advocated publicly for relying on Gitksan traditional

structures, rather than forms of governance contemplated by the *Indian Act*, in managing their title land and resources. Since at least 1987, the Gitxsan Simgiigyet have represented the Gitxsan people in all dealings with the Province and Canada.

36. In both *Delgamuukw* and *Yal*, the Gitxsan Simgiigyet (Hereditary Chiefs) sought recognition of their Wilp (House) land ownership structure. In *Delgamuukw*, the Simgiigyet expressly rejected any system of governance that relied on the *Indian Act*.

37. Similarly, from the outset of treaty and STFA negotiations, the Gitxsan Simgiigyet (Hereditary Chiefs) have clearly asserted their right to make decisions about their land using the Wilp structure, in accordance with Ayookim Gitxsan (Gitxsan laws).

38. Both with the support of the GTS and separately, the Simgiigyet (Hereditary Chiefs) also have consistently engaged within the Gitxsan Nation to communicate their position that the Gitxsan seek to govern their traditional territory in accordance with their traditional Wilp (House) system. At all material times, the Simgiigyet have regularly sought and obtained support for this position from their respective Huwilp (Houses).

39. At all material times, the GTS actively facilitated communication throughout the Gitxsan Nation on this land ownership and governance issue, and specifically on the Alternative Governance Model.

40. In response to para. 46 of Part 1 of the Claim, on instructions of the Gitxsan Simgiigyet (Hereditary Chiefs), on or about July 2008, the GTS engaged in a broad campaign to publicize its position on the Alternative Governance Model, both locally and nationally. This campaign sought, in part, to inform Canadians about the Gitxsan's proposal for settling treaty negotiations. Again, by this time, discussions about this governance and land ownership model had been taking place within the Gitxsan Nation for decades.

**GTS Has Fulfilled its Mandate and Denies Alleged Wrongful Acts:**

41. Contrary to allegations made throughout the Claim, at all material times the GTS has ensured that it has authority to act when it performs work related to the BCTC and STFA processes on behalf of the Gitxsan Simgiigyet (Hereditary Chiefs) and the Gitxsan Nation. The GTS also has regularly kept the Gitxsan people informed of the status of the BCTC and STFA negotiations and the STFA implementation.

42. The GTS does not dictate, or seek to dictate the direction, content or result of negotiations with the Province or Canada, but rather administers the negotiations and any subsequent implementation of a ratified agreement on behalf of the Gitxsan. The GTS is

controlled and directed by the Gitxsan Simgiigyey (Hereditary Chiefs). Ultimately, whether the Gitxsan people negotiate, adopt or implement a treaty or other agreement with the federal or provincial governments is not decided by the GTS, but rather the Simgiigyey on behalf of their respective Huwilp (Houses).

43. In response to para. 25 – 32 and 35 – 42 of Part 1 of the Claim, the GTS has not unduly restricted the involvement of the individual plaintiffs, plaintiff Indian Bands, or Simgiigyey (Hereditary Chiefs), in treaty negotiations or in the negotiation or implementation of the STFA, nor has the GTS denied these parties access to financial or other information about the treaty negotiations or the negotiation or implementation of the STFA. In the alternative, if at any given time any of the plaintiffs were not informed about key decisions in relation to the BCTC or STFA processes, this was not due to any failure on the part of the GTS.

44. In accordance with the principles of Ayookim Gitxsan (Gitxsan laws), the GTS has taken all reasonable steps to ensure it has the requisite authority to act and to ensure that all Gitxsan have access to information concerning BCTC and STFA negotiations, and STFA implementation. The GTS's efforts in this regard include the following:

- (a) the GTS provides administrative support to the Gimlitzwit (Chiefs' Meetings). At the Gimlitzwit, the GTS provides the Gitxsan Simgiigyey (Hereditary Chiefs) and all other Gitxsan and others present with an update on any negotiations (including funding arrangements), litigation or other activity affecting the Huwilp's (Houses') interests. The GTS takes directions from the Gimlitzwit on aboriginal rights and treaty issues, and in all related negotiations with the Province and Canada. The BCTC, the Province and Canada have either explicitly or implicitly accepted the Gimlitzwit as a forum through which the Gitxsan make collective decisions in order to represent the Gitxsan Nation;
- (b) the GTS provides administrative support for the "Annual Summit" each year, which typically is attended by over 200 Gitxsan as well as other non-Gitxsan parties, including sometimes representatives of the BCTC, the Province and Canada. The Summit allows Gitxsan to receive reports and to comment on key matters affecting the Gitxsan Nation, including treaty negotiations. At the Summit, the GTS provides reports on the progress of treaty negotiations and issues audited financial statements that show the status of BCTC funding. The GTS also provided reports on STFA negotiations prior to that agreement being ratified. Since ratification, the GTS reports on STFA implementation;



- (c) the GTS supports and participates in Annual Gimltxwit Planning Sessions, which provide Gitxsan Simgiigyet (Hereditary Chiefs) with an opportunity to discuss and determine the Gitxsan Nation's strategic direction, including in treaty and other negotiations with the Province and Canada;
- (d) the GTS publishes information on treaty negotiations, the Alternative Governance Model, the STFA and other initiatives on its website;
- (e) the GTS obtains an independent audit of its treaty budget each year. The same budget is then audited and approved by the BCTC; and
- (f) the GTS's Board of Directors reviews GTS expenditures at monthly meetings and reviews the audited budget each year.

45. Negotiators who represent the Gitxsan at the treaty table also regularly report to the Gitxsan Nation on key events that take place in the negotiations.

**Plaintiffs Seek to Dictate Actions of Nation and Usurp Power:**

46. The GTS recognizes and upholds the right of Simgiigyet (Hereditary Chiefs) to attend meetings and participate in decisions on issues that affect their Huwilp (Houses). However, the right to attend and participate does not extend to the right to control the agenda or dictate the result or overall direction of the Gitxsan Nation.

47. The Plaintiffs in this case are effectively seeking to control and dictate the Gitxsan's treaty and STFA agenda. The Plaintiffs do not have the mandate to represent the Gitxsan Nation or to dictate its orientation in treaty or other negotiations with the Province and/or Canada.

48. The results of the Gitanmaax Indian Band referendum, described in para. 33 of Part 1 of the Claim, do not undermine the GTS's mandate. The group of voters who allegedly voted against the GTS does not represent the majority of members of the Gitanmaax Indian Band, and certainly does not represent the majority of members of the Gitxsan Nation. Further, not all current members of the Gitanmaax Indian Band are members of the Gitxsan Nation. Any vote in the referendum by a non-Gitxsan is irrelevant to the question of the GTS's mandate to work on behalf of its people.

49. The individual Plaintiffs and members of the Plaintiff Indian Bands have been present at many discussions about the Gitxsan's engagement in the BC treaty process and about the

negotiation and implementation of the STFA, including at the Gitxsan Summit, at the Gimlitzwit (Chiefs' Meetings) and at various Li'ligit (Feast Halls).

50. In some instances, individual Plaintiffs have expressed dissenting views on matters discussed in relation to the BC Treaty process or the STFA. However, at times, the individual Plaintiffs have not respected or engaged in the Gitxsan's consensus-building approach to decision-making. At times, individual Plaintiffs have protested decisions and left meetings upon discovering that they could not dictate the results of the process.

51. The individual Plaintiffs and representatives of the Plaintiff Indian Bands, or some of them, also have prevented representatives of the GTS from participating in meetings held by the Plaintiffs to discuss matters relating to the BCTC process or the STFA. Some of the Plaintiffs have insisted on the removal of GTS representatives who attempted to attend meetings to discuss BC treaty or STFA issues.

52. At all material times, the majority of the Gitxsan Simgiigyet (Hereditary Chiefs) have supported and continue to support the role played by the GTS in BCTC negotiations and STFA negotiations and implementation. All major steps taking in both BCTC negotiations and STFA negotiations and implementation are approved and directed by the majority of the Gitxsan Simgiigyet.

**Representative Action Should Not Proceed:**

53. With respect to the Declaration described in para. 11 of Part 1 of the Claim (the "**Declaration**"), all or some of the signatories to that Declaration have not consented to participating as represented parties in this action. Further or in the alternative, some of the signatories do not wish to participate in this action.

54. The individuals who signed the Declaration do not all have common interests in this litigation.

55. In her role as a Gitxsan Hereditary Chief, Plaintiff Spookw (aka. Geri McDougall) ("**Plaintiff McDougall**") may only represent her Wilp (House) members, provided she has obtained the Wilp's approval to so act.

**Treaty Negotiations and the Plaintiffs' Contracts:**

56. In response to paras. 55 and 56 of Part 1 of the Claim, no agreements or contracts described in those paragraphs have been breached, and the GTS does not intend to cause any

such alleged breach. Further, the GTS does not have the power to cause such a breach in that its role in the BCTC negotiations is limited.

## **PART 2: RESPONSE TO RELIEF SOUGHT**

1. The Defendant GTS opposes the granting of the relief sought in paragraphs 1 - 9 of Part 2 of the Claim.

## **PART 3: LEGAL BASIS**

### **Representative Action Should Not Proceed:**

1. The Plaintiff McDougall does not have the requisite authority to initiate a representative action on behalf of all or some of the persons who are signatories to the Declaration.
2. Further or in the alternative, the necessary conditions to maintain a representative proceeding do not exist in this case. Without limiting the foregoing, the proposed class is not sufficiently clear. Some of the signatories to the Declaration do not have interests common to Plaintiff McDougall's interest in the litigation and the relevant facts differ as among proposed class members. The proposed class, allegedly represented by Plaintiff McDougall, also has not suffered any common damages.
3. In the further alternative, the court should exercise its discretion and not allow the representative proceeding to proceed.
4. Further or in the alternative, all or some of the rights asserted in this action are derivative rights of the Gitxsan Nation or the Plaintiff Indian Bands, and as a result, the individual Plaintiffs do not have standing to assert those rights.

### **No Remedy Under the *Society Act*:**

5. In response to the relief sought under the *Society Act*, RSBC 1996, c 433, it would not be just and equitable to wind-up the GTS, or grant any other remedies available through the *Society Act*. Section 85 of the *Society Act* does not permit amendment of a society's constitution or by-laws.
6. Further or in the alternative, the Plaintiffs are not the proper persons to seek relief under s. 71 of the *Society Act*, and therefore do not have standing to seek the remedies available under Part 9 of the *Society Act* or s. 200 of the *Company Act*, RSBC 1996, c 62.

7. Further and in the alternative, the GTS has not conducted its affairs in a fashion that is oppressive or unfairly prejudicial to the plaintiffs.

**No Cause of Action in Tort against GTS:**

8. The Plaintiffs' Claim fails to disclose a cause of action for "intentional interference with existing contractual relations of the Plaintiff Indian Bands and the GGC", as stated in para. 8 of Part 3 of the Claim. Without limiting the foregoing, the Claim fails to show any breach of contract, any intention by the GTS to breach a contract or cause a contract to be breached, and any damages associated with any alleged breach of contract. In the alternative, this plea is premature.

**No Damages Suffered:**

9. The Plaintiffs have not suffered any damages in this case.

**Injunction Should Not be Granted:**

10. An injunction is an exceptional remedy and the Plaintiffs have not demonstrated that the test for granting an injunction has been met.

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(Attn. Simon Margolis)

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Bull, Houser & Tupper LLP

Date: October 12, 2010

per: S. Margolis

Signature of  
 defendant  lawyer for Defendant GTS

Simon B. Margolis

Rule 7-1 (1) of the Supreme Court Civil Rules states:

1. Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

**APPENDIX "A"**  
**ENGLISH TRANSLATION OF GITXSAN TERMS**

This Appendix provides the English translation of all Gitxsan terms used in this pleading.

	<b>GITXSAN</b>	<b>ENGLISH</b>
<b>A</b>	Ayookim Gitxsan	Gitxsan laws
<b>H</b>	Huwilp	Houses
<b>L</b>	Lax Yip Li'ligit	Territory or territories feast hall
<b>N</b>	Niidihl	Opposite clan in community
<b>P</b>	Pdeek	Clan
<b>S</b>	Simgiigyat Simogyat	Hereditary Chiefs Hereditary Chief
<b>W</b>	Wilp	House

In the Supreme Court of British Columbia

Between

SPOOKW also known as GERI MCDOUGALL and others

Plaintiffs

and

GITXSAN TREATY SOCIETY and others

Defendants

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**RESPONSE TO CIVIL CLAIM**

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Matter# 09-2096