Court File No. T-XXXXXX

FEDERAL COURT OF CANADA

Proposed Class Proceeding under the *Federal Courts Rules*, Part 5.1

B E T W E E N:

EVERY CANADIAN CITIZEN, PERMANENT RESIDENT, RATEPAYER, REGISTERED TITLE HOLDER, MORTGAGOR, MORTGAGEE, MUNICIPAL BONDHOLDER, TITLE INSURER, AND DESCENDANT OF SETTLERS who built the country in good faith on Crown representations now said to be defective, in their own right and as representatives of a national class

Plaintiffs

— and —

HIS MAJESTY THE KING IN RIGHT OF CANADA, **HIS MAJESTY THE KING IN RIGHT OF EACH OF THE PROVINCES AND TERRITORIES**, **HIS MAJESTY KING CHARLES III** in His personal capacity and as successor to the Imperial Crown, **THE COWICHAN TRIBES**, **THE HUL'QUMI'NUM TREATY GROUP**, **THE MUSQUEAM INDIAN BAND**, **THE SQUAMISH NATION**, **THE TSLEIL-WAUTUTH NATION**, **THE TSILHQOT'IN NATION**, **THE HAIDA NATION**, **THE WET'SUWET'EN**, **THE GITXSAN**, **THE MI'KMAQ NATION**, **THE WOLASTOQIYIK (MALISEET) NATION**, **THE PESKOTOMUHKATI NATION**, **THE MOHAWKS OF KANESATAKE, KAHNAWAKE, AND AKWESASNE**, **THE ALGONQUIN NATION**, **THE HURON-WENDAT NATION**, and every other Indigenous nation that has asserted, is asserting, or may yet assert Aboriginal title to lands in respect of which any member of the Plaintiff class holds registered fee simple title

Defendants

STATEMENT OF CLAIM

brought as performance art

THE PLAINTIFFS CLAIM

$4,400,000,000,000.00

FOUR TRILLION FOUR HUNDRED BILLION DOLLARS in lawful money of Canada

together with interest, costs, and the declaratory, injunctive, and equitable relief particularized herein

Defendants	Cause of Action	Quantum (CAD)
Crown Defendants **(federal, provincial, territorial, Imperial)**	Negligent misrepresentation; breach of fiduciary duty; breach of honour of the Crown; breach of constitutional convention and oath of office; misfeasance in public office (in the alternative).	$1,700,000,000,000
Indigenous Defendants	Unjust enrichment for services, transfers, and benefits rendered under the contrary assumption across 150+ years.	$700,000,000,000
Indigenous Defendants	Restitution for improvements, betterment, and *quantum meruit* — appreciation attributable to settler labour, Crown infrastructure, and taxpayer investment.	$2,000,000,000,000
	AGGREGATE QUANTUM	**$4,400,000,000,000**

Counter-liability exposure of the Plaintiff class: NIL. Citizens are not infringers and cannot properly be named as defendants in the Indigenous Defendants' cross-action for infringement, which lies, if at all, only against the Crown.

I. NATURE OF THE CLAIM

¶ 1

Article 1

This action concerns one of the largest sustained misrepresentations in Canadian legal history, and the question of who pays for it.

¶ 2

Article 2

For one hundred and sixty years, the Crown Defendants represented to the Plaintiffs and their predecessors that fee simple title issued under Crown grant was indefeasible, secure against all claims, and constituted the lawful foundation upon which Canadians might invest their labour, raise their families, take mortgages, pay taxes, and build a country. The Crown maintained Land Title Offices to register the representation, issued certificates of indefeasible title to confirm it, accepted property taxes in reliance on it, and prosecuted those who challenged it.

¶ 3

Article 3

The Crown Defendants now acknowledge — through the rulings of their own courts — that those representations may have been false. The Plaintiffs are advised that the title they hold may be defective, the labour they invested may have improved land they did not own, the taxes they paid funded a legal system whose validity is in retroactive question, and the country they built rests on a foundation the Crown itself failed to lawfully acquire.

¶ 4

Article 4

The Plaintiffs are further advised that the resolution of these defects will be conducted in “good faith reconciliation negotiations” between the Crown Defendants and the Indigenous Defendants, to which the Plaintiffs are not a party, in which the Plaintiffs have no representation, and whose outcomes will bind the Plaintiffs’ interests without their consent.

¶ 5

Article 5

The Plaintiffs say this will not do.

II. THE PARTIES

¶ 6

Article 6

The Plaintiffs are the natural and legal persons who hold registered title under the *Land Title Act*, RSBC 1996, c. 250, its predecessors, and the equivalent registry statutes of every province and territory of Canada; who have paid property taxes, income taxes, and consumption taxes funding the legal and administrative apparatus relied upon; who have invested their labour, capital, education, and lives in the construction of the Dominion; and whose ancestors, in many cases, came to this country in reliance upon Crown representations that the land they were offered was lawfully the Crown's to grant.

¶ 7

Article 7

The Defendant **His Majesty the King in Right of Canada** is the federal Crown, successor in title and obligation to the Dominion of Canada, the Imperial Crown's grantee under the *Constitution Act, 1867*, and the party responsible under section 91(24) for "Indians, and Lands reserved for the Indians."

¶ 8

Article 8

The Defendants **His Majesty the King in Right of each of the Provinces and Territories** are the provincial and territorial Crowns, successors to the various Colonies, the parties that operate the registry systems under which the Plaintiffs hold their titles, and the parties whose officials issued the grants now potentially subject to retroactive impeachment.

¶ 9

Article 9

The Defendant **His Majesty King Charles III, in His personal capacity and as successor to the Imperial Crown,** is named in respect of the foundational acts upon which the entire chain of title depends, including: the Royal Charter of 2 May 1670 granting Rupert's Land to the Hudson's Bay Company; the Royal Proclamation of 7 October 1763; the Treaty of Paris of 1763; the Deed of Surrender of 19 November 1869; the Imperial Order in Council of 23 June 1870; the *British North America Act, 1867*; and the continuous Imperial supervisory authority exercised until at minimum the *Statute of Westminster, 1931*. If the chain is defective, the defects originate in Imperial acts to which this Defendant is the legal successor.

¶ 10

Article 10

The **Indigenous Defendants** are all First Nations who have asserted, are asserting, or may yet assert Aboriginal title to lands in respect of which the Plaintiffs hold registered fee simple title, including but not limited to: the Cowichan Tribes, the Hul’qumi’num Treaty Group, the Musqueam Indian Band, the Squamish Nation, the Tsleil-Waututh Nation, the Tsilhqot’in Nation, the Haida Nation, the Wet’suwet’en, the Gitxsan, the Mi’kmaq, the Wolastoqiyik (Maliseet), the Peskotomuhkati (Passamaquoddy), the Mohawks of Kanesatake, Kahnawake, and Akwesasne, the Algonquin Nation, the Huron-Wendat Nation, and every other Indigenous nation whose territory has not been ceded by valid treaty and over which fee simple grants have been issued.

III. THE FACTS

¶ 11

Article 11

The chain of representations begins in 1670. On 2 May 1670, King Charles II granted by Royal Charter to the Governor and Company of Adventurers of England Trading into Hudson's Bay an interest described as that of "true and absolute lordes and proprietors" in the watershed of Hudson Bay. This grant was made by the Imperial Crown of lands the Imperial Crown had never visited, surveyed, conquered, treated with, or otherwise acquired by any process the law of nations of 1670 recognized as valid against the inhabitants. The Crown nonetheless held it out as a valid grant of proprietorship.

¶ 12

Article 12

The chain is confirmed by Imperial declaration in 1763. By the Royal Proclamation of 7 October 1763, the Imperial Crown declared its dominion over the territories ceded by France under the Treaty of Paris of the same year and over such other territories as the Crown saw fit to include. The Proclamation reserved certain lands for the use of Indigenous nations as their Hunting Grounds, subject to extinguishment by Crown purchase at public assemblies. The Plaintiffs say that this Proclamation, in its operative effect, declared Crown title, established Crown sovereignty, and reserved to the Crown the exclusive right to purchase such Indigenous interests as the Crown chose to recognize. It did not divest the Crown of title. The Crown so represented for two and a quarter centuries.

¶ 13

Article 13

The Imperial Crown represented title throughout settlement. From 1670 forward, the Imperial Crown and its successors: (a) chartered settlement companies; (b) issued land grants to settlers; (c) instituted survey systems; (d) established Land Title registries; (e) collected revenues from land sales; (f) maintained military and naval forces to defend Crown sovereignty against external and internal challenge; (g) operated courts that enforced Crown grants as final; (h) prosecuted, fined, dispossessed, deported, and where necessary hanged those who challenged Crown title to land.

¶ 14

Article 14

The representations were renewed at Confederation. In 1867, by the *British North America Act*, the Imperial Parliament constituted the Dominion of Canada and confirmed the Crown's authority to legislate in respect of "Indians, and Lands reserved for the Indians." In 1870, the Imperial Crown admitted Rupert's Land to Canada conditional on Canada assuming responsibility to settle Indian claims "upon equitable principles." In 1871, British Columbia joined Confederation. In 1872, the *Dominion Lands Act* formalized the system of homestead grants, railway grants, and the Hudson's Bay Company one-twentieth entitlement under the regime described in the documents in File No. 1632 of the Department of the Interior.

¶ 15

Article 15

The representations were renewed by statute. The provincial land title statutes — including the *Land Title Act* of British Columbia, the *Land Titles Act* of Alberta, Saskatchewan, Manitoba, Ontario, and elsewhere — created a system of registered title designed to be, and represented to be, *indefeasible*: proof against all claims not noted on the register.

¶ 16

Article 16

The Plaintiffs and their predecessors relied. In reliance upon these representations: (a) settlers crossed oceans, broke land, dyked deltas, drained swamps, cleared forest, and homesteaded under Crown patent; (b) immigrants paid head taxes, naturalization fees, and successive generations of property taxes; (c) families took mortgages, built houses, raised children, and bequeathed property to descendants who relied in turn; (d) businesses invested in fixed assets on registered land, employed Canadians, generated tax revenue, and built the industrial base of the country; (e) municipalities issued bonds against tax revenue; (f) lenders advanced funds secured against title; (g) title insurers underwrote policies on the express basis that the Crown had warranted the validity of the system; (h) taxpayers funded courts, registries, surveys, infrastructure, the Royal Canadian Mounted Police, the Canadian Armed Forces, and every other apparatus of the State that maintained the representation.

¶ 17

Article 17

The Crown's representations are now retracted. On 7 August 2025, the Supreme Court of British Columbia, exercising Crown judicial authority, declared certain grants of fee simple title to be "defective and invalid." The Court held that the *Land Title Act*'s indefeasibility provisions do not protect such grants against Aboriginal title claims. The Court directed the Crown Defendants to enter into "good faith negotiations" with the Indigenous Defendants. The Plaintiffs are not invited to those negotiations. The doctrinal reasoning of that decision is not confined to its facts and extends, on its own logic, to all unceded territory in Canada over which fee simple grants have been issued.

¶ 18

Article 18

The Crown was on notice throughout. The Crown's own archives contain: (a) the Royal Proclamation requiring formal Crown purchase before opening Indigenous land to settlement; (b) the 1870 Imperial Order acknowledging unsettled Indian claims; (c) the 1906 delegation of Chief Tsulpi'multw to King Edward VII; (d) the 1909 Cowichan Petition; (e) the Peace and Friendship Treaties of 1725–1779, which on their face did not cede land; (f) the correspondence files of the Department of the Interior. The Plaintiffs had access to none of these. The Crown maintained the registry as authoritative notwithstanding.

¶ 19

Article 19

The Indigenous Defendants have, throughout, participated in the regime. The Indigenous Defendants and their predecessors have, since at least Confederation: (a) accepted Indian Act administration and the benefits attached to it; (b) accepted federal transfer payments for health, education, social services, infrastructure, housing, and economic development; (c) participated in the Specific Claims process; (d) participated in the BC Treaty Process and comparable comprehensive claims processes elsewhere; (e) litigated repeatedly in Crown courts for improvement of terms within the existing legal regime; (f) accepted Canadian citizenship, voted in Canadian elections, served in Canadian armed forces, and held Canadian public office; (g) availed themselves of every protection the Crown's legal system provides. The Indigenous Defendants cannot simultaneously affirm the Crown's regime by participation and disaffirm it by characterizing the grants made under it as void *ab initio*.

¶ 20

Article 20

The value of the lands in dispute is largely not attributable to title. The lands now subject to or potentially subject to declarations of Aboriginal title have appreciated in value over 150 years overwhelmingly by reason of: (a) settler labour clearing, draining, dyking, farming, building, and improving; (b) Crown infrastructure including dikes, roads, bridges, sewers, water systems, electrical grid, ports, railways, and airports; (c) the legal apparatus protecting property and contract; (d) the security apparatus defending the territory; (e) the educational apparatus; (f) the market context — the cities of Vancouver, Victoria, Halifax, Saint John, Montreal, Toronto, and every other metropolitan centre on unceded territory — built by Plaintiffs' predecessors; (g) the cumulative tax contributions of generations of Canadians.

¶ 21

Article 21

The course of conduct is unbroken across successive governments. The misrepresentation pleaded herein is not the act of any single administration. Each government has inherited, renewed, and extended the representations of its predecessors, as follows:

1670	Royal Charter — Charles II grants Rupert's Land to the Hudson's Bay Company.
1763	Royal Proclamation — Crown declaration of dominion over North American territories.
1867	Macdonald — British North America Act; federal jurisdiction over Indians under s. 91(24).
1870	Imperial Order in Council admitting Rupert's Land, conditional on settlement of Indian claims.
1871	British Columbia enters Confederation; no general treaty-making programme follows.
1872	Macdonald — Dominion Lands Act; HBC one-twentieth entitlement (File No. 1632).
1874–75	Trutch (BC) — Cowichan Title Land grants issued with knowledge of the village.
1876	Mackenzie — Indian Act; unilateral imposition of the administrative regime.
1888	Imperial Privy Council — St. Catherines Milling; "personal and usufructuary right."
1906–09	Cowichan delegation to King Edward VII; Cowichan Petition lodged with the Crown.
1927	Mackenzie King — Indian Act s. 141 prohibits fundraising for land claims.
1951	St. Laurent — repeal of s. 141; reserve regime continues unaltered.
1960	Diefenbaker — Status Indians enfranchised; underlying title unaddressed.
1969	Trudeau (P.E.) — White Paper proposes abolition of Indian status; withdrawn.
1973	Supreme Court of Canada — Calder v BC; Aboriginal title may exist in common law.
1982	Trudeau (P.E.) — Constitution Act s. 35 recognizes "existing aboriginal and treaty rights."
1990	Supreme Court of Canada — Sparrow; s. 35 justified-infringement framework.
1993	Chrétien — BC Treaty Commission established.
1997	Supreme Court of Canada — Delgamuukw; Aboriginal title defined as sui generis.
2004	Supreme Court of Canada — Haida Nation; Crown duty to consult and accommodate.
2007	United Nations General Assembly adopts UNDRIP; Canada initially objects.
2010	Harper — Canada formally endorses UNDRIP.
2014	Supreme Court of Canada — Tsilhqot'in; first declaration of Aboriginal title.
2019	Horgan (BC) — DRIPA enacted; ss. 3, 6, 7 give Indigenous bodies decision authority.
2021	Trudeau (J.) — Bill C-15, UN Declaration on the Rights of Indigenous Peoples Act.
2023	Federal and BC Action Plans for UNDRIP/DRIPA implementation published.
2024	Restoule v Canada — Treaty 9 cession interpretation reopened.
2025	BC Supreme Court — Cowichan Tribes; fee simple grants declared "defective and invalid."

¶ 22

Article 22

The framework was substantively expanded without consultation of the Plaintiff class. In 2007 the United Nations General Assembly adopted the Declaration on the Rights of Indigenous Peoples ("UNDRIP"), to which Canada initially objected. In 2010 Canada endorsed UNDRIP. In November 2019 the Legislature of British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 44 ("DRIPA"). In June 2021 the Parliament of Canada enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act*, SC 2021, c. 14 ("Bill C-15"). DRIPA goes substantively beyond UNDRIP. Section 3 requires the Province to take all measures necessary to ensure provincial laws are consistent with the Declaration. Section 6 authorizes statutory decision-making agreements with Indigenous governing bodies. Section 7 authorizes joint decision-making arrangements. These provisions create operational mechanisms by which Indigenous bodies exercise authority over Crown decisions affecting territory in which the Plaintiff class holds registered fee simple title. Neither Bill C-15 nor DRIPA was put to a referendum. Neither was preceded by consultation with the registered-title-holding public whose property interests are affected. The Action Plans flowing from both statutes were similarly produced without such consultation. The doctrinal architecture under which the Cowichan decision was reached was substantively enlarged by these enactments while the registry system continued to be operated as if no qualification of indefeasibility were forthcoming.

¶ 23

Article 23

The Crown's officials act under solemn oaths. Ministers of the Crown, federal and provincial, swear Oaths of Office and Oaths of Allegiance. Members of Parliament and provincial legislatures swear oaths of allegiance under section 128 of the *Constitution Act, 1867* and Schedule V thereto. Public servants swear or affirm oaths of office and secrecy. Judges of the superior courts swear judicial oaths to administer justice without fear, favour, affection, or ill will. The Sovereign swears the Coronation Oath to govern according to the laws and customs of the realms. These oaths are not ceremonial. They are constitutional commitments to act in the interests of all subjects and to uphold the rule of law impartially. The Plaintiffs say that the continuous operation of a registered title regime now acknowledged as potentially defective, while continuing to enact legislation expanding the doctrinal basis for its impeachment, without disclosure to the Plaintiff class, while continuing to collect taxes from the Plaintiff class to fund the regime and its expansion, falls below the standard of conduct that the constitutional oaths require. The Plaintiff class is owed the candour, fidelity, and impartiality those oaths command. It has not received them.

IV. CAUSES OF ACTION

¶ 24

Article 24

Against the Crown Defendants — Negligent Misrepresentation. The Crown Defendants owed the Plaintiffs a duty of care in respect of representations regarding the validity of registered title. The Crown was the sole authority operating the registry, the sole party warranting indefeasibility, and the sole party in possession of information that might have qualified its representations. The Crown made representations of indefeasibility that were inaccurate, untrue, or misleading. The Plaintiffs and their predecessors relied reasonably and to their detriment. Damages flow.

¶ 25

Article 25

Against the Crown Defendants — Breach of Fiduciary Duty. The Crown stood in a fiduciary relationship to its subjects in respect of the title regime it operated. The Crown failed to disclose to the Plaintiffs material facts within its knowledge that might have affected their decisions to acquire, improve, mortgage, and rely upon registered titles.

¶ 26

Article 26

Against the Crown Defendants — Breach of the Honour of the Crown. The doctrine of the honour of the Crown is not limited to Crown dealings with Indigenous nations. It applies to all Crown undertakings to its subjects. The honour of the Crown runs in both directions or in neither.

¶ 27

Article 27

Against the Indigenous Defendants — Unjust Enrichment. The Indigenous Defendants have been enriched by 150+ years of Crown and taxpayer expenditures rendered to them. The corresponding deprivation has been borne by the Crown and the taxpayer base. The juristic reason for the enrichment has been retroactively undercut by the title declaration. Restitution follows.

¶ 28

Article 28

Against the Indigenous Defendants — Approbation and Reprobation. The Indigenous Defendants have, for 150+ years, affirmed the Crown's legal regime by participating in its benefits, litigating for its improvement, and submitting their disputes to its courts. They cannot now disaffirm the same regime to invalidate Crown grants made under it. A party cannot approbate a transaction to take its benefits and reprobate the same transaction to escape its burdens.

¶ 29

Article 29

Against the Indigenous Defendants — Restitution for Improvements. Should the Indigenous Defendants be declared to have held title throughout, the asset they now hold has been improved in value overwhelmingly by labour and capital contributed by the Plaintiffs, their predecessors, and the Crown. Under the standard doctrines of unjust enrichment, betterment, and *quantum meruit*, the Plaintiffs are entitled to a proportionate accounting.

¶ 30

Article 30

Against the Crown Defendants — Breach of Constitutional Convention and Oath of Office. The constitutional commitments expressed in the oaths sworn by Crown officials, in the conventions of responsible government, and in the unwritten constitutional principles of the rule of law and the protection of minorities (including registered title-holders as a class affected by legislation enacted without their participation), bind the conduct of the Crown. The Crown Defendants, through their officials and successive governments, breached those commitments by: (a) operating the registered title regime while in possession of information that qualified its representations; (b) enacting expansive legislation (DRIPA, Bill C-15, and related instruments) without consultation of the affected class; (c) participating in reconciliation negotiations that bind Plaintiff interests without representing the Plaintiff class at those negotiations; and (d) failing to disclose, contemporaneously with the foregoing, the nature of the doctrinal risk to which the Plaintiff class was being exposed. The Plaintiffs acknowledge that constitutional conventions are not ordinarily justiciable; they plead this cause as performance art reflective of the moral and political force of the breach, and in the alternative as evidence of bad faith supporting the other causes of action.

¶ 31

Article 31

In the alternative — Misfeasance in Public Office. Pursuant to the doctrine articulated in *Odhavji Estate v Woodhouse*, 2003 SCC 69, an officer of the Crown is liable in tort for misfeasance in public office where the officer engages in deliberate, unlawful conduct in the exercise of public functions, with knowledge that the conduct is likely to injure the plaintiff. The Plaintiffs plead that, to the extent that any Crown officer or official, federally or provincially, has knowingly continued to operate the registered title regime as warranted while in possession of information sufficient to qualify that warranty, with the knowledge that members of the Plaintiff class would acquire, finance, improve, or rely upon registered titles in reasonable reliance upon the warranty, that officer or official has engaged in conduct meeting the elements of misfeasance in public office. The Plaintiffs do not at this stage identify any individual officer or official as personally liable but reserve the right to plead such individual liability upon discovery.

¶ 32

Article 32

Against the Imperial Crown — Foundational Liability. The defects in the chain of title, if defects there be, originate in Imperial acts: the Charter of 1670, the Proclamation of 1763, the Imperial supervision of Confederation, the admission of Rupert’s Land in 1870, and the continuous Imperial sanction of Canadian land administration until at minimum 1931.

V. RELIEF SOUGHT

¶ 33

Article 33

The Plaintiffs seek a **Declaration** that the representations made by the Crown Defendants regarding the indefeasibility of registered title were inaccurate, untrue, or misleading, and constituted misrepresentations actionable in negligence or otherwise.

¶ 34

Article 34

The Plaintiffs seek **Damages** from the Crown Defendants in an amount sufficient to make whole the loss of value, security, marketability, and reliance interest in registered titles.

¶ 35

Article 35

The Plaintiffs seek **Restitution** from the Indigenous Defendants in the amount of the value of services, transfers, and benefits rendered by the Crown and taxpayers over the period in which Aboriginal title is now said to have continuously existed.

¶ 36

Article 36

The Plaintiffs seek an **Injunction** restraining the Crown Defendants from entering into reconciliation agreements with the Indigenous Defendants that affect the Plaintiffs' titles without the Plaintiffs' representation at the negotiating table.

¶ 37

Article 37

The Plaintiffs seek an **Order** requiring that any reconciliation process touching upon fee simple titles include representation by the Plaintiff class on equal terms with the Crown and Indigenous parties.

¶ 38

Article 38

The Plaintiffs seek their **Costs**, on a solicitor-and-own-client basis, against the Crown Defendants.

VI. CLOSING

¶ 39

Article 39

This claim is brought as performance art. It is no less serious for being so. The arguments it advances are arguments the Plaintiffs' class is entitled to make and will eventually make in some form, in some forum, when the financial consequences of the doctrine now adopted by the courts surface in the title insurance market, the mortgage market, the municipal bond market, and the political arena. Either the Plaintiffs are at the table, or the table breaks. The Plaintiffs are at the table. The table is here.

DATED at the seat of the Federal Court of Canada, this ___ day of _____, 2026.

_____
Counsel for the Plaintiffs
(in performance art capacity)