

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



THE HAUDENOSAUNEE DEVELOPMENT INSTITUTE

Plaintiff

-and-

GARLOW MEDIA d/b/a TWO ROW TIMES, JONATHAN GARLOW, AND NAHNDA GARLOW

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

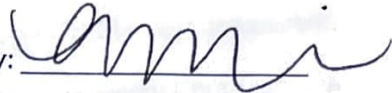
If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Issue date: MAY 8, 2023

Issued by: 

Address of court office:
Ontario Superior Court of Justice
393 University Avenue, 10th Floor CS
Toronto Ontario
M5G 1E6

TO: GARLOW MEDIA
d/b/a TWO ROW TIMES
Oneida Business Park Suite 124
50 Generations Drive, Box 1
Ohsweken, ON N0A 1M0
Six Nations of the Grand River Country

SUPERIOR COURT OF JUSTICE 330 UNIVERSITY AVE. 8TH FLOOR TORONTO, ONTARIO M5G 1R7	COUR SUPÉRIEURE DE JUSTICE 330 AVE. UNIVERSITY 8E ÉTAGE TORONTO, ONTARIO M5G 1R7
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CLAIM

1. The Plaintiff claims against the Defendants:

- (a) A declaration that the Defendants defamed the Plaintiff;
- (b) General damages in an amount not less than \$100,000 for libel and defamation;
- (c) Aggravated, exemplary, and/or punitive damages in an amount not less than \$50,000;
- (d) An Order that the Defendants remove and/or destroy any copy of or reference to the Libelous Articles (defined below) from any source, medium, or place accessible to any third party;
- (e) An Order permanently restraining the Defendants from disseminating, posting on the internet, or publishing or broadcasting in any manner whatsoever, either directly or indirectly, any defamatory statements concerning the Plaintiff;
- (f) Pre-judgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (g) Post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) The costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (i) Such further and other relief as to this Honourable Court may deem just.

The Plaintiff, HDI

2. The Plaintiff, the Haudenosaunee Development Institute (“HDI”), is a Haudenosaunee entity formed in 2007 by the Haudenosaunee Confederacy Chiefs Council (“HCCC”). HDI acts at the direction of the HCCC. HDI has been delegated the role of administering and facilitating

engagement between the HCCC and external entities (e.g., developers and municipalities) in respect of Haudenosaunee lands, primarily in present-day Ontario (described further at paragraphs 6 to 10 below).

3. The Haudenosaunee Confederacy is a confederacy of Nations formed in time immemorial. The Haudenosaunee Confederacy comprises the Mohawk, Oneida, Onondaga, Cayuga, Seneca, and Tuscarora Peoples, among others.

4. The HCCC is the Council of Chiefs of the Haudenosaunee Confederacy that has been holding Council in what is now Ohsweken, Ontario for over 230 years. The HCCC is part of the Haudenosaunee Confederacy's representative government and is empowered at Haudenosaunee law to advance and protect the collective treaty rights and interests of the Haudenosaunee People.

HDI provides a Beneficial Service to the Haudenosaunee Community

5. The HCCC's purpose and responsibility is to make decisions that concern the Haudenosaunee People, especially where those decisions involve treaty rights and interests. Its authority to represent and govern the Haudenosaunee People is derived from Haudenosaunee law.

6. HDI acts pursuant to authority delegated to it by the HCCC under Haudenosaunee law. HDI's primary mandate is to uphold Haudenosaunee rights and interests in the development of lands within areas of Haudenosaunee jurisdiction. Through Crown legislative and regulatory schemes, as well as HDI's own regulatory framework, HDI facilitates peaceful, meaningful, and effective engagement between external government entities and the HCCC during land development.

7. For example, HDI's mandate helps protect perpetual access and use of Haudenosaunee heritage sites. HDI's mandate also helps protect threatened and migratory species, ecological communities, wetlands, and watersheds. HDI does this by negotiating fees for Haudenosaunee

contractors to monitor development projects, among other things. Monitors ensure that land developers comply with mutually approved measures that are designed to mitigate environmental impact.

8. HDI also acts as an intermediary for others, including government organizations, to interface with the HCCC. HDI processes applications for development on Haudenosaunee land on behalf of the HCCC. HDI also enters into agreements with organizations and governments on the HCCC's behalf to protect Haudenosaunee land rights and to provide resources that promote two-way discussions between the HCCC and others.

9. Neither HDI nor the HCCC are funded by the Crown. Rather, HDI facilitates agreements that generate funds, which are then used by HDI to further its engagement mandate, as well as various Haudenosaunee community initiatives.

10. HDI's revenue is reinvested into the Haudenosaunee community. HDI uses funds as salaries for community members working for HDI, to acquire land for use or for the administration of HDI, the HCCC, and/or community members, or to directly contribute to community services (such as language programs, longhouse expenditures, immersion language nest daycare, and cultural and ceremonial initiatives). The HCCC dictates the use of any unspent revenue for future HDI initiatives.

The Defendants, Garlow Media d/b/a/ Two Row Times, Jonathan Garlow, and Nahnda Garlow

11. The Defendant, Two Row Times, is an independent, hybrid print and digital news, media, and editorial outlet. It is owned and operated under Garlow Media, a sole proprietorship held by Jonathan Garlow.

12. The staff of Two Row Times includes Mr. Garlow, the publisher and owner, his spouse Nahnda Garlow, the editor and a writer, Jim Windle, a senior reporter, David LaForce, the producer, and Benjamin Doolittle, the web manager. Two Row Times also employs Donna Duric as a writer.

13. Two Row Times publishes physical articles through weekly print issues and digital articles through its website, www.tworowtimes.com. Two Row Times describes itself as an “all-indigenous” publication, with articles largely focusing on indigenous news, issues, and media releases. Its offices are located on the Six Nations of the Grand River Reserve.

14. The Two Row Times publication itself is free. However, Two Row Times offers readers subscription models for home delivery of its print issues, as well as an online monthly donation subscription for various online benefits. In addition to these subscription models, Two Row Times monetizes itself through advertisements in its print and digital formats.

15. At all material times, the Defendants operated, caused to be operated, and/or had control over the website www.tworowtimes.com.

Two Row Times Maliciously Publish Articles Defaming HDI

16. Between February 22 and March 29, 2023, Two Row Times published six articles that were libelous and defamatory toward HDI on their website (collectively, “**Libelous Articles**”):

- (a) “HDI loses another lawsuit: appeal tossed in efforts to stop archeology work outside Osgoode Hall” (the “**Metrolinx Article**”);
- (b) “HDI damaging the political and legal outcomes for all indigenous people” (the “**Editorial**”);
- (c) “Warriors exist, and the People’s Fire ever burning is the centre of the Haudenosaunee world” (the “**Warriors Article**”);

- (d) “Haudenosaunee Development Institute and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto” (the “**March 25 Condo Article**”);
 - (e) “HDI and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto” (the “**March 29 Condo Article**” and collectively with the March 25 Condo Article, the “**Condo Articles**”); and
 - (f) “letter to the editor” (the “**Letter**”).
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17. The Libelous Articles refer to HDI and its delegate, Aaron Detlor, repeatedly. The Defendants knew the Libelous Articles included false statements, but nonetheless published them in a deliberate attempt to harm HDI’s reputation. In the alternative, the Defendants should have known that the Libelous Articles included false statements and acted recklessly by publishing them without confirming that they were true and accurate.

18. Two Row Times has shared these defamatory articles on social media platforms, including Twitter and Facebook, to thousands of followers, thereby extending their reach and potential for continuous republication.

19. The extent to which the defamatory words in the Libelous Articles have been shared or republished through the internet or in print is not known to HDI but is known to the Defendants.

The February 22, 2023 Metrolinx Article

20. On February 22, 2023, the Defendants, someone acting on their behalf, and/or someone with their knowledge or consent, authored and published the Metrolinx Article. The Metrolinx Article was published in the ‘Local News’ section of the Two Row Times website at the following URL: <https://tworowtimes.com/news/local/hdi-loses-another-lawsuit-appeal-tossed-in-efforts-to-stop-archeology-work-outside-osgoode-hall/>.

21. The Metrolinx Article refers to HDI, Mr. Detlor, and their various dealings with Metrolinx, up to and including HDI's involvement in litigation regarding the removal of eleven trees outside Osgoode Hall (the "Metrolinx Litigation").

22. The publication contains the following false and/or defamatory statements:

Then HDI stepped in, applying for an injunction and claiming the removal of the trees would negatively impact traditional hunting and gathering rights in downtown Toronto, saying the trees were "sacred" and employing a full scale legal campaign to stop their removal. All this despite HDI already being signed on to participate in that archeological work at the property — work that required the trees to be removed in order to be completed.

[...]

Chief Hill says ... "Not a single penny of this money has gone to the people of Six Nations or any other Haudenosaunee community, As you can imagine, this is unacceptable," wrote Chief Hill.

"If funds ostensibly dedicated to Haudenosaunee consultation are not being given to our community in accordance with our official consultation process, or its underlying principles of accountability and transparency, then where is this money going?"

[...]

In the letter Chief Hill writes, "HDI and Aaron Detlor, the lawyer behind it, do not represent our people." And Hill is not the only Six Nations person to make this assertion. In fact, within the community, the people of Six Nations have been appealing to HCCC since 2016 to stop HDI and remove Detlor, who is not a Six Nations band member, from the Six Nations community.

A rally, organized by hereditary title holders from at least 6 Six Nations clan families took place outside Detlors office in April 2016 that saw him physically apprehended by Six Nations men and removed from Six Nations, escorted off the territory by Six Nations Police.

[...]

Sources told TRT that HDI has built up a war chest of over \$180 million dollars to assert itself as entitled to compensation in all land development in the Nanfan Treaty area, covering most of Southern Ontario.

[...]

Sources told TRT that those monitors were promised specific benefits for coming onto the project and that when compensation talks between HDI and Metrolinx began going south — the monitors were fired suddenly by HDI, informed they would not be getting paid by HDI and told to apply for unemployment insurance.

[...]

Court documents, obtained by TRT, show that Detlor's behaviour escalated throughout December 2022 ... and threatened Metrolinx employees that he would 'show up at their homes'.

23. The statements, including through their cumulative effect, are defamatory in their natural and ordinary meaning and/or by innuendo, in that they are meant and/or understood to mean:

- (a) HDI's involvement in the Metrolinx Litigation should be regarded with suspicion because it was collaborating with Metrolinx on archeological work for the Ontario Line Project;
- (b) HDI withholds funds from the Haudenosaunee community;
- (c) HDI mistreats, inexplicably and suddenly terminates, and refuses to compensate the environmental monitors it hires; and
- (d) HDI and its delegates are physically violent and used intimidation tactics to threaten Metrolinx employees and their families.

24. Two Row Times ignored the key issue in dispute in the Metrolinx Litigation, as well as crucial context, in order to incite fear, contempt, and disrepute towards HDI.

25. The true version of those facts are as follows. HDI took the position in the Metrolinx Litigation that it was denied meaningful consultation and participation in the Ontario Line Project; this is despite having “signed on” and despite that Metrolinx previously agreed to consult HDI about the removal of the trees. Contrary to what was published in the Metrolinx Article, HDI was seeking to hold Metrolinx to its commitments after it unilaterally reneged on a promised meeting regarding the removal of the Osgoode Hall trees.

26. The implication in Chief Hill’s statements that HDI withholds funds from the Haudenosaunee community ignores the verifiable fact that HDI redirects its funds to the Haudenosaunee People, as described above in paragraph 10. Further, HDI has never amassed \$180 million in revenue in its entire 16-year existence – it is a false and inflammatory statement in light of the misinformation about how HDI uses its funds.

27. The statement that “HDI and Aaron Detlor [...] do not represent [Six Nations People]” is demonstrably false. It is not “the people of Six Nations” that are opposed to HDI and/or Mr. Detlor. Rather, these views arise from a small group within the Six Nations community known as the “Men’s Fire”. The statements reference an incident that was the subject of a criminal proceeding in which the main perpetrators who acted in the name of the Men’s Fire were convicted of assault. In that case, this Court explained the minority nature of the Men’s Fire as “made up of a small group of men on the reserve”. The HCCC has publicly denounced the members of the Men’s Fire.

28. Two Row Times’ statements about HDI’s mistreatment of environmental monitors from the Ontario Line Project are also demonstrably false. In reality, each monitor was paid in full for their labour and travel in the course of the Ontario Line Project. The statement also ignores the

seasonal nature of monitoring work and creates the false and misleading impression that HDI suddenly and inexplicably terminates workers. Monitors are laid off upon the conclusion of onsite work in any monitoring project; in other words, layoffs occur in the usual course. HDI, like any employer, provides the appropriate paperwork to trigger employment insurance payments for monitors. HDI followed this routine procedure when Metrolinx unilaterally discontinued monitoring work for the Ontario Line Project.

29. The statement regarding Mr. Detlor's alleged behaviour in the Metrolinx Litigation falsely and unfairly portrays Mr. Detlor, and by extension HDI, as intimidating and physically violent. Mr. Detlor has since explained that, during a negotiation between HDI and Metrolinx on Metrolinx premises, he remarked that he would "see [the Metrolinx employee] on his doorstep". Once Mr. Detlor was made aware of the misunderstanding, he promptly apologized to the employee and explained that his words were in no way a personal threat, clarifying that he was referring to the doorstep of Metrolinx's offices, not the doorstep of the employee's personal home. Mr. Detlor explained what was ultimately a misunderstanding in an affidavit that was filed in the Metrolinx Litigation and that was publicly available before the Metrolinx Article was published, including to the Defendants.

30. To date, the view count on the Metrolinx Article webpage indicates that the publication accumulated over 1,600 views.

The February 22, 2023 Editorial

31. On February 22, 2023, the Defendants, someone acting on their behalf, and/or someone with their knowledge or consent, authored and published the Editorial. The Editorial was published in the 'Editorial' section of the Two Row Times website at the following URL:

<https://tworowtimes.com/editorial/hdi-damaging-the-political-and-legal-outcomes-for-all-indigenous-people/>.

32. The Editorial refers to HDI and its involvement in litigation regarding Haudenosaunee treaty and fiduciary rights over land in the Haldimand Tract (Court File CV-18-594281, or the “**SNGR Band Litigation**”).

33. The publication contains the following false and/or defamatory statements:

Ironically — the corporation that peddles “consent” to municipalities, developers and external governments does not have consent from the people it is claiming to represent at all.

[...]

HDI's mode of operating and obtaining consent from the chiefs excludes most of the Haudenosaunee population they are claiming to speak for.

[...]

The decision to enter into the Six Nations of the Grand River land claim lawsuit on behalf of all Haudenosaunee humans came from just ten people — only six of whom are from Six Nations.

Just three of the nations represented at the council were included in the decision: Oneidas, Mohawks and Cayugas. According to the HCCC's own protocols — the Tuscarora representative has no voice at council and the Onondagas are simply there to ratify the matter.

[...]

There are no rules that determine what makes a quorum at the council. No women were engaged in decision.

34. The statements defame HDI in their natural and ordinary meaning and/or by innuendo, in that they are meant and/or understood to mean that HDI:

- (a) Is, in actuality, a "corporation", as opposed to a legitimate entity in the Haudenosaunee governance system;
- (b) Should be viewed with distrust because it facilitates activities behind closed doors;
- (c) Entered the SNGR Band Litigation at the whims of "just ten people" who do not represent the wider Haudenosaunee community; and
- (d) Entered the SNGR Band Litigation through a flawed, haphazard, and nonrepresentative decision by the HCCC.

35. The true version of those facts are as follows. HDI is not a corporation nor "incorporated" under the laws of Canada or Ontario, as evidenced in several public documents. Rather, HDI has created external corporations at the direction of the HCCC for limited purposes, including to interface with third-party, external government entities.

36. Further, the HCCC makes decisions at open monthly council meetings, in which HDI representatives regularly provide updates and answer questions about their HCCC-delegated mandates. HDI also provides standing invitations to Haudenosaunee Chiefs and Clan Mothers to attend internal staff meetings and encourages the wider public to make inquiries about its business directly or through their community's representatives.

37. HDI's involvement with the SNGR Band Litigation was approved through resolution by the HCCC pursuant to its authority and decision-making process in accordance with Haudenosaunee law. The HCCC makes decisions only upon the unanimous agreement of three internal decision-making bodies. The rules of "quorum" in such decisions are provided by Haudenosaunee law.

38. The cumulative effect of the statements conveys the defamatory message that HDI lacks integrity and ought to be viewed as suspicious, disreputable, and illegitimate.

39. To date, the view count on the Editorial webpage indicates that the publication accumulated over 1,000 views.

The March 15, 2023 Warriors Article

40. On March 15, 2023, the Defendants, someone acting on their behalf, and/or someone with their knowledge or consent, authored and published the Warriors Article. The Warriors Article was published in the 'Opinion' section of the Two Row Times website at the following URL:

<https://tworowtimes.com/opinion/warriors-exist-and-the-peoples-fire-ever-burning-is-the-centre-of-the-haudenosaunee-world/>. Two Row Times also disseminated the Warriors Article in print through its March 15, 2023 issue.

41. The Warriors Article refers to HDI and its involvement in the SNGR Band Litigation.

42. The publication contains the following false and defamatory statement:

As I found myself rifling through the 2500 sheets of paper that make up the motion records of the various interveners responding to HDI asking a court to name them sole recipients of the financial compensation expected in the Six Nations land claim — I was caught speechless by the submission by HDI's Haudenosaunee Law expert Richard Hill.

43. The statement defames HDI in its natural and ordinary meaning and/or by innuendo, in that it is meant, and/or understood to mean, that HDI sought compensation from the SNGR Band Litigation for its sole and personal financial gain, rather than to benefit the wider Haudenosaunee community. The statement callously and/or maliciously distorts HDI's legal position in the SNGR Band Litigation to incite suspicion, contempt, and ire towards HDI.

44. The true version of those facts are as follows. HDI's position in the SNGR Band Litigation is that the Haudenosaunee and all of its citizens—instead of members of one *Indian Act* band—

are the beneficiaries of any relief arising from the litigation. This legal position is set out clearly in the same publicly available court documents referenced in the Warriors Article.

45. To date, the view count on the Warriors Article webpage indicates that the publication accumulated over 900 views. The Defendants have sole knowledge over the extent of the article's distribution in print.

The March 25 and 29, 2023 Condo Articles

~~46. On March 25 and 29, 2023, the Defendants, someone acting on their behalf, and/or someone with their knowledge or consent, authored and published the Condo Articles. The articles were published in the 'Local News' section of the Two Row Times website. The March 25 Condo Article was published at the following URL: <https://tworowtimes.com/news/haudenosaunee-development-institute-and-lawyer-aaron-detlor-co-owners-of-1-4-million-luxury-condo-in-downtown-toronto/>. The March 29 Condo Article was published at the following URL: <https://tworowtimes.com/news/local/hdi-and-lawyer-aaron-detlor-co-owners-of-1-4-million-luxury-condo-in-downtown-toronto/> and in print through Two Row Times' March 29, 2023 issue.~~

47. The Condo Articles refer to HDI and a condominium property jointly owned by its delegate, Mr. Detlor, and 2438543 Ontario Inc ("**243 Ontario**").

48. The text in both articles is identical, other than two paragraphs that were added in the March 29 Condo Article. Both publications contain the following false and/or defamatory statements:

The HDI numbered corporation 2438543 Ontario Inc. and its director/HDI "internal counsel" Aaron Detlor are shown on land registry documents as 50% co-owners of a luxury \$1.4 million dollar condominium in downtown Toronto.

[...]

The three-floor condo property was bought for \$1,380,000 — an amount that is nearly equal to the entire HDI payroll costs for 2021 and three times the culture and language contributions the HDI made in 2022.

That's five times the average housing allocation of \$250,000 available to Six Nations band members for new build loans on the territory. And five times the 2022 allocation of funds contributed by HDI to restore the old council house.

It is a stunning 53 times the amount of investment HDI made toward the HCCC's operations, according to its 2022 financial statements.

It is described in the sale listing as an "exceptional end-unit townhome" with three bedrooms and four bathrooms that have heated floors and floor to ceiling windows, "luxuriously laid over nearly 2000 sq ft".

49. The statements defame HDI in their natural and ordinary meaning and/or by innuendo, in that they raise the false and deceptive impression that HDI and Mr. Detlor purchased the condominium property as a "luxury" private residence. The March 25 Condo Article fosters this erroneous impression by including staging images of the property, which misleadingly showcase the unit as a personal home.

50. The cumulative effect of the statements conveys the defamatory message that HDI has, or is, wastefully spending money on private properties for its own or for its delegates' illegitimate gain. The defamatory message is particularly inflammatory with readers' knowledge that HDI obtains revenue from consultation and engagement efforts on behalf of the Haudenosaunee community. The Defendants maliciously published the Condo Articles to raise suspicion, contempt, and disrepute against HDI by suggesting that it disproportionately misspends funds that ought to be directed to the Haudenosaunee People.

51. The true version of those facts are as follows. HDI acquired and currently uses the property as offices for its operations in Toronto. HDI purchased the property to expand its Toronto-based work, to continue making jobs available for the Haudenosaunee People, and to establish physical presence in Toronto for its involvement in future land development disputes within the area.

52. The March 29 Condo Article adds the following false and/or defamatory statements:

TRT broke the story Friday afternoon and community reaction was a mixture of offence and sadness. Several comments came in stating the decision to buy a residential condo in a luxury condo next door to Detlor's other property was tone deaf in light of the Six Nations housing crisis, lack of drinking water, leaking roof at the Six Nations Iroquois Lodge and the still homeless Six Nations language immersion school Kaweniiio/Gaweniyo.

Several comments wanted to know why the HDI and/or the Haudenosaunee Confederacy Chiefs Council would want to purchase a luxury condo in Toronto. TRT reached out to both HCCC and the HDI for comment Friday but did not receive a response to that request.

53. The statements defame HDI in their natural and ordinary meaning and/or by innuendo, in that they reinforce the false and deceptive impression that HDI and Mr. Detlor purchased the condominium property as a "residential" and "luxury" home. By reporting negative public reactions to the March 25 Condo Article, the statements affirm the Condo Articles' misleading and defamatory nature.

54. To date, the view counts on the Condo Articles' webpages indicates that the March 25 Condo Article has received over 5,100 views, and the March 29 Condo Article has accumulated over 600 views. The Defendants have sole knowledge about the extent of the March 29 Condo Article's distribution in print.

The March 29, 2023 Letter

55. On March 29, 2023, the Defendants, someone acting on their behalf, and/or someone with their knowledge or consent, authored and/or published the Letter. The Letter was published in the 'Letters to the Editor' section of the Two Row Times website at the following URL: <https://tworowtimes.com/opinion/letters/letter-to-the-editor/>. At present, the Letter no longer appears on the Two Row Times website.

56. The Letter refers to HDI and Mr. Detlor.

57. The publication contains the following false and defamatory statements:

However it does not matter whether or not the Six Nations of the Grant River Reserve is the most modern and up-to-date native community in Canada; these lands which have been set aside for native Indians only have become a haven for every type of non-native crook, scammer; and con-man trying to make a dishonest living in our tax and duty free world.

In fact; there are so many non-native people here it is almost impossible to tell who belongs here and who doesn't. One of the most outstanding group of outlaws who have taken advantage of Six Nay's tax and duty free world has just been identified online as the Haudenosaunee Development Institute or HDI.

[...]

The HDI was and is the brainchild of a German-Dutch lawyer named Aaron Detlor. Mr. Detlor is a Canadian lawyer straight out of the Judicial cesspool in Toronto where he lives and does business from one or more of his high end apartment complexes or high end homes.

[...]

However it does not matter whether or not the Six Nations of the Grant River Reserve is the most modern and up-to-date native community in Canada; these lands which have been set aside for native Indians only have become a haven for every type of non-

native crook, scammer; and con-man trying to make a dishonest living in our tax and duty free world.

In fact; there are so many non-native people here it is almost impossible to tell who belongs here and who doesn't. One of the most outstanding group of outlaws who have taken advantage of Six Nay's tax and duty free world has just been identified online as the Haudenosaunee Development Institute or HDI.

[...]

One Brantford developer compared the HDI's demand for fees to organized crime and extortion.

[...]

How many Developers have been forced into paying monthly protection payments to keep Detlor and company living in the lap of luxury, while thousands of Six Nations residents are forced to take weekly trips to the food bank and drink unsafe water. Ain't greed a wonderful thing?

[...]

Hazel Hill also sat in on the interview and she said, "Detlor is a good example of someone who who is using his education to help the overall community". Really? During the past 16 years the overall community has never seen one red cent from the HDI's multiple million dollar bank account!

58. The statements are false and defamatory of HDI in their natural and ordinary meaning and/or by innuendo, in that they are meant and/or understood to mean that HDI:

- (a) Is a group of "outlaws";
- (b) Is taking advantage of the Haudenosaunee community and "the [Six Nation's] tax and duty free world";
- (c) Comprises non-indigenous crooks, scammers, and con-men;

- (d) Was created by a “German-Dutch lawyer” (Mr. Detlor), who is an outsider to the Haudenosaunee community he serves;
- (e) And its consultation and engagement efforts are tantamount to “organized crime and extortion”, all for its delegates to “live in the lap of luxury”; and
- (f) Has never directed any funds to the Haudenosaunee community despite gaining revenue from Haudenosaunee consultation and engagement efforts during land development.

59. The characterization of HDI as a “group of outlaws who have taken advantage of [the Six Nation’s] tax and duty free world” and its delegates as “non-native” crooks, scammers, and con-men is outrageous, offensive, and defamatory. HDI was formed by the HCCC and operates under its direction; it exists solely to represent Haudenosaunee rights and interests. HDI was formed, functions, operates, and conducts itself in accordance with Haudenosaunee law.

60. The comparison between HDI’s consultation and engagement efforts to “organized crime and extortion”, as well as the plain innuendo of developers being “forced into paying monthly protection payments”, supports this false and offensive connection between HDI’s operations and criminal acts.

61. The true version of those facts are as follows. HDI negotiates fees for environmental monitors and obtains capacity funding from proponents to ensure it has the necessary resources to meaningfully review and respond to information before and during development projects – not so that Mr. Detlor or anyone else can “live in the lap of luxury”. HDI’s engagement efforts are conducted pursuant to the Crown’s legal processes and HDI’s own regulatory framework. It works *alongside* external entities to ensure that land development does not impair the exercise of Haudenosaunee rights.

62. The statements also omit Mr. Detlor's Mohawk heritage, which has been reported in a public court judgment that was available before the Letter was published, including to the Defendants.

63. The cumulative effect of the statements conveys the defamatory message that HDI ought to be viewed as fraudulent and untrustworthy. The statements were clearly made and published out of malice to harm HDI's relationship with and operations for the Haudenosaunee community.

64. Around the time of its removal from the Two Row Times website, the view count on the Letter webpage indicates that the publication accumulated over 70 views.

The Defendants Rebuff HDI's Requests for Retractions and Apologies

65. On March 27 and April 11, 2023, HDI served Two Row Times with four separate libel notices that identify the Libelous Articles and the false and/or defamatory statements therein (collectively, the "Libel Notices"):

- (a) A letter served March 27, 2023 addressing the Metrolinx Article and the Editorial, attached as **Appendix "A"**;
- (b) A letter served March 27, 2023 addressing the Warriors Article, attached as **Appendix "B"**;
- (c) A letter served April 11, 2023 addressing the Condo Articles, attached as **Appendix "C"**; and
- (d) A letter served April 11, 2023 addressing the Letter, attached as **Appendix "D"**.

66. The Libel Notices asked Two Row Times to issue retractions and apologies for the Libelous Articles.

67. On March 29, 2023, Ms. Garlow posted a public video on Facebook denouncing the libel notices. Ms. Garlow states in the video, among other things:

"I think it is shameful that the oldest participatory democracy on the face of planet Earth would spend their money to silence the press."

68. On or around March 29, 2023, Ms. Garlow further denounced the Libel Notices through a public comment on the Facebook video, stating:

If HDI is gonna sue Haudenosaunee people who say or write things that they don't like, and spend community money to do so. Where does that end? I have been targeted by white men my whole life to sit down and shut up and stop saying things out loud. It does not escape me that white male lawyers are now being paid by HDI to threaten to take my voice away. I don't even know if the chiefs and clan mothers know about this yet or if they were the ones to direct HDI to do it. Even I still have faith that they wouldn't attempt to shut down a Haudenosaunee persons capacity to continue their business, whether or not they like what's written about them. They are condoled to have skin seven spans thick. Opinions and criticisms are not supposed to derail them from protecting the peace. I don't want to think that they would direct HDI to do this.

69. On April 11, 2023, Garlow Media issued the following response to the Libel Notices:



50 Generations Drive, Ohsweken, ON NOA 1M0 519-900-5535

Tuesday, April 11, 2023

Delivered via email: tim@gilbertslaw.ca

Gilberts LLP
Waterfront Innovation Centre
125 Queens Quay East, 8th Floor
P.O. Box 19
Toronto, Ontario
M5A 0Z6

Tim Gilbert,

Thank you for your letters and emails.

Two Row Times is an organic on-reserve organization that operates according to the principles of the Great Law and has since it was established.

The issues you raised are matters that are internal to the families of the Kentyohkwahnákstha. As such, we will follow up in our own community under the protocols of the Great Law.

Should you continue in this matter, it would be in direct violation of the Two Row Wampum treaty and nothing less than a deplorable act of colonial violence.

We urge you to consider if this is the legacy Gilberts Law wishes to leave behind as to how they interacted with Six Nations at this historic point in time.

Sincerely,

Garlow Media
o/a Two Row Times

70. Despite Garlow Media's reference to the Kentyohkwahnákstha and suggestion that the matters herein are not appropriate for Ontario Superior Court, (a) Garlow Media has taken no action pursuant the Great Law and (b) Mr. Garlow himself sought relief from the Ontario Superior Court for very similar "internal matters", including the defamation proceedings in Court File No. CV-16-005724 (*Garlow v MacNaughton*).

71. To date, the Defendants have not published any retraction or apology.

Two Row Times is Linked to the SNGR Elected Council in a Longstanding, Malicious Campaign to Promote Contempt, Suspicion, and Undermine the Legitimacy of HDI

72. Two Row Times has regularly published articles that are critical of HDI, its delegates, and its operations since on or about 2013. This malicious campaign is presumably related to the Defendants' connections with the Six Nations of the Grand River Elected Council ("SNGR Elected Council") and the SNGR Elected Council's contentious relationship with HDI and the HCCC.

73. The SNGR Elected Council was established in 1924 pursuant to the *Indian Act*, R.S.C. 1985 c. I-5. It governs Six Nations Indian Reserve No. 40 and Glebe Farm Indian Reserve No. 40B. Unlike the HCCC, the SNGR Elected Council does not govern the Haudenosaunee Confederacy, the Haudenosaunee People, or "Six Nations" citizens at large.

74. The SNGR Elected Council is distinct from the Haudenosaunee Confederacy and the HCCC. The Canadian federal government implemented and imposed the band council system, which comprises entities such as the SNGR Elected Council, upon the Haudenosaunee People in 1924. In contrast, the HCCC is part of the traditional representative government of the Haudenosaunee Confederacy and has operated since time immemorial; its formation and authority are derived from Haudenosaunee law.

75. The SNGR Elected Council and the HCCC (and by extension, HDI) have a contentious relationship, particularly with respect to the role each party plays in Haudenosaunee governance. For example, the SNGR Elected Council and HDI currently have adverse positions regarding Haudenosaunee treaty and fiduciary rights in the SNGR Band Litigation.

76. Though Garlow Media has been registered by Jonathan Garlow as a sole proprietorship, Two Row Times is currently informally owned by Jonathan and Nahnda Garlow, both of whom support and have ties to the SNGR Elected Council. Mr. and Ms. Garlow are members of the Six

Nations of the Grand River Band and vote in their elections. Jonathan Garlow's mother worked her entire career as an employee of the SNGR Elected Council. Nahnda Garlow has ties to former SNGR Elected Council Chiefs, through whom she has received and leaked documents about HDI. Two Row Times' office is also located on land that is managed by the SNGR Elected Council.

77. For years, Two Row Times has published articles whose aim is to vilify HDI and the HCCC, undermine their relationship with the Haudenosaunee community, and delegitimize these entities as representatives of the Haudenosaunee People. One example relates to an incident that took place in 2016, where members of the Haudenosaunee community physically removed Mr. Detlor from an HDI office on reservation lands and were later convicted of assault. Since then, Two Row Times has published articles in support of that assault. Mr. and Ms. Garlow have also pushed out two former co-owners of Two Row Times who criticized the publication's pro-SNGR Elected Council, and anti-HCCC and HDI, agendas.

78. The Defendants' connections with the SNGR Elected Council affirm the collateral purpose behind their unjustified, longstanding attacks against HDI, as well as the malice behind them.

79. The Defendants should make reasonable efforts to verify that the statements they publish are true and accurate, either using source documents or through individuals with first-hand information. They do not. Two Row Times has rarely reached out to HDI or Mr. Detlor for comment before publishing an article about them or their activities. In one instance where Two Row Times did request comment for the March 25 Condo Article, it published the article less than three hours later.

The Defendants' Conduct Is Harmful To HDI

80. The Libelous Articles have caused and will continue to cause HDI to suffer damage to its reputation, business, and business relationships.

81. The circulation of the Libelous Articles within Haudenosaunee communities in particular has and will continue to fuel undue distrust, scorn, and attacks on social media by the same Haudenosaunee People that HDI serves.

82. The Libelous Articles are also harmful to HDI since it is entrusted by the HCCC and the wider Haudenosaunee community to safeguard Haudenosaunee treaty rights in sensitive and high-profile land development claims. HDI's potential engagement and operations in such claims is intimately interwoven with its confidence and respect in the public eye.

83. HDI has spent over sixteen years building relations, goodwill, and trust with the Haudenosaunee community and external government entities. Over this time, HDI has cultivated a reputation for facilitating peaceful, effective, and informed engagement during land development. The Libelous Articles maliciously undermine HDI's intentions and affairs with respect to the Haudenosaunee community and were deliberately published to diminish HDI's esteem in society as a whole.

84. The Defendants will continue to publish and/or republish the Libelous Articles unless they are enjoined from doing so by order of this Honourable Court.

85. Third parties will also continue to download, share, and republish the Libelous Articles online unless the Defendants expressly withdraw their consent to such republication.

86. HDI is entitled to an award of aggravated and/or exemplary damages. The Defendants' conduct has been high-handed, reprehensible, spiteful, and oppressive. The harm that HDI has incurred for loss of reputation, image, and goodwill is also difficult to accurately assess.

87. Further or in the alternative, the Defendants' abusive, malicious, and irresponsible conduct warrants an award of punitive damages to ensure that they are appropriately sanctioned and deterred from such conduct in the future.

88. The Plaintiff pleads and relies on the *Libel and Slander Act*, R.S.O. 1990, c. L.12.
89. The Plaintiff proposes that this action be tried at Toronto.

Dated May 8, 2023



GILBERT'S LLP

Waterfront Innovation Centre
125 Queens Quay East, 8th Floor
Toronto, ON M5A 0Z6

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Tel: 416.703.1100
Fax: 416.703.7422

Lawyers for the Plaintiff



GILBERT'S

March 24, 2023

Delivered by pre-arrangement

Executive Office

One Ontario Place, Suite 124

40 Gerrard Street East, 2nd

Toronto, ON M5E 1B7

On behalf of the Board of Directors

Dear Mr. Gagnon and the staff of The Star:

We have been contacted by the Metropolitan Development Institute (MDI) regarding the articles published in the Toronto Star on March 22, 2023 and MDI representative has not agreed upon in efforts to resolve the matter. MDI is requesting that you publish an editorial and a letter regarding the matter. MDI is requesting that you publish an editorial and a letter regarding the matter. MDI is requesting that you publish an editorial and a letter regarding the matter.

**Appendix "A" to the Statement of Claim:
Libel Notice regarding
Metrolinx Article and Editorial, served March 27, 2023**

The listed authors of the Libelous Articles are "The Star" and "Editor" respectively. We requested the Toronto Star staff to include Jonathan Gagnon (publisher and owner), Jim Walsh (senior reporter), David LaPere (producer), and Benjamin Dreyfus (senior manager).

As a result of the actions set out below, MDI demands that The Star Times publish the following statement and apology in the "Local News" and "Editorial" sections, and in a size of a permanent record approved by our firm:

Statement and Apology to the Metropolitan Development Institute

On February 22, 2023, the Toronto Star Times Local News and Editorial sections published articles that MDI has requested to be removed. MDI is requesting that you publish an editorial and a letter regarding the matter. MDI is requesting that you publish an editorial and a letter regarding the matter.

The articles contained statements that were false and defamatory in that they implied key contacts, The Star Times, made the articles without reasonable and accurate information. MDI is requesting that you publish an editorial and a letter regarding the matter.

The Star's Article

MDI is requesting that you publish an editorial and a letter regarding the matter. MDI is requesting that you publish an editorial and a letter regarding the matter. MDI is requesting that you publish an editorial and a letter regarding the matter.

MDI
1234567890



GILBERT'S

March 24, 2023

Delivered by process server

Two Row Times
Oneida Business Park Suite 124
50 Generations Drive, Box 1
Ohsweken, ON N0A 1M0
Six Nations of the Grand River Country

Dear Mr. Garlow and the staff of Two Row Times:

Re: Notice of Libel for Articles dated February 22, 2023

We have been retained by the Haudenosaunee Development Institute ("HDI") to address two articles published in the Two Row Times on February 22, 2023 titled "HDI loses another lawsuit: appeal tossed in efforts to stop archeology work outside Osgoode Hall" ("**HDI/Metrolinx Article**") and "HDI damaging the political and legal outcomes for all indigenous people" ("**Editorial**" and collectively, the "**Libelous Articles**").

The listed authors of the Libelous Articles are "The Staff" and "Editor", respectively. We understand the Two Row Times staff to include Jonathan Garlow (publisher and owner), Jim Windle (senior reporter), David LaForce (production), and Benjamin Doolittle (web manager).

For at least the reasons set out below, HDI demands that Two Row Times publish the following retraction and apology in the 'Local News' and 'Editorial' sections, and in a size and prominence approved by our firm:

Retraction and Apology to the Haudenosaunee Development Institute

On February 22, 2023, the Two Row Times 'Local News' and 'Editorial' sections featured articles titled "HDI loses another lawsuit: appeal tossed in efforts to stop archeology work outside Osgoode Hall" and "HDI damaging the political and legal outcomes for all indigenous people".

The articles contained statements that were false and misrepresentative in that they lacked key context. The Two Row Times retracts the articles without reservation and extends its sincere apologies to HDI.

The Libelous Articles

The Libelous Articles refer to HDI, Aaron Detlor, and various dealings with Metrolinx, up to and including its involvement in litigation regarding the removal of eleven trees outside Osgoode Hall (Court File CV-23-694346, or the "**Metrolinx Litigation**").

The Libelous Articles aim to undermine the legitimacy and integrity of HDI and its delegates, including Mr. Detlor. They are therefore defamatory. They are offensive in their entirety and in particular, based on the specific statements exemplified below. The exemplified statements are false and/or libelous, including through their cumulative effect because they omit key context. Taken together, they convey the defamatory message and false conception that HDI and its delegates, including Mr. Detlor, should be regarded with fear, suspicion, contempt, and disrepute.

Libelous Statements in the HDI/Metrolinx Article

- *"Detlor made demands for \$225 million dollars, a mall in Downton Toronto and land at Six Nations..."*

Mr. Detlor did not "demand" \$255 million dollars for his or HDI's personal use, contrary to what is implied. Rather, HDI claimed damages to compensate the Haudenosaunee Confederacy and its citizens for the cumulative impacts upon Haudenosaunee treaty rights and interests caused by the Ontario Line project. HDI also sought compensation for work performed by archaeological monitors, whose purpose is to ensure Haudenosaunee interests and perspectives are respected during development work, and whose wages Metrolinx had previously agreed to reimburse.

In the Metrolinx Litigation, Mr. Detlor suggested three compensation schemes concerning the cumulative loss of land on which the Haudenosaunee could no longer exercise treaty rights. These remedies included a monetary sum per acre of lost land, the purchase of nearby land, or the expropriation of land currently owned by Metrolinx. Further, and contrary to the Two Row Times' statement, Mr. Detlor suggested these options as *alternatives* to one another.

[...]

- *"Then HDI stepped in, applying for an injunction and claiming the removal of the trees would negatively impact traditional hunting and gathering rights in downtown Toronto, saying the trees were "sacred" and employing a full scale legal campaign to stop their removal. All this despite HDI already being signed on to participate in that archeological work at the property — work that required the trees to be removed in order to be completed."*

The implication that HDI's involvement in the Metrolinx Litigation should be regarded with suspicion because it was collaborating with Metrolinx on the archeological work is a gross misrepresentation because it ignores the key issue that was in dispute. HDI was denied meaningful consultation and participation in the project as it related to Osgoode Hall, despite having "signed on" and despite a previous acknowledgment from Metrolinx that HDI would be consulted about the removal of the trees at issue – that was basis for the Metrolinx Litigation.

HDI raised concerns to Metrolinx about tree cutting for the full Ontario Line project as early as September 6, 2022. HDI requested that no trees be cut unless and until there was meaningful consultation about the sanctity of the trees at Osgoode Hall and the impacts of the trees' removal. On January 20, 2023, Metrolinx committed to meet with HDI on February 3, 2023 regarding its proposed tree removal. However, on February 2, 2023, Metrolinx unilaterally determined it would

proceed to cut down the Osgoode Hall trees before and without the promised meeting, contrary to their initial commitment.

[...]

- *“Chief Hill says ... “Not a single penny of this money has gone to the people of Six Nations or any other Haudenosaunee community, As you can imagine, this is unacceptable,” wrote Chief Hill.*

“If funds ostensibly dedicated to Haudenosaunee consultation are not being given to our community in accordance with our official consultation process, or its underlying principles of accountability and transparency, then where is this money going?”

These statements ignore the verifiable fact that HDI, at the direction of the HCCC, redirects or reinvests its revenue into the Haudenosaunee community, for example (a) as salaries for community members, (b) to acquire land for use or for the administration of HDI, the HCCC, and/or community members, or (c) by direct contributions to community services (e.g. language programs, longhouse expenditures, immersion language nest daycare, cultural and ceremonial initiatives, etc.). The HCCC also dictates the use of any unspent revenue, which HDI maintains for future initiatives.

[...]

- *“In the letter Chief Hill writes, “HDI and Aaron Detlor, the lawyer behind it, do not represent our people.” And Hill is not the only Six Nations person to make this assertion. In fact, within the community, the people of Six Nations have been appealing to HCCC since 2016 to stop HDI and remove Detlor, who is not a Six Nations band member, from the Six Nations community.*

A rally, organized by hereditary title holders from at least 6 Six Nations clan families took place outside Detlor's office in April 2016 that saw him physically apprehended by Six Nations men and removed from Six Nations, escorted off the territory by Six Nations Police.”

These statements are demonstrably false, in that it is not “the people of Six Nations” that have been appealing to the HCCC to stop HDI and remove Mr. Detlor. Rather, these views arise from a small group within the Six Nations community known as the “Men’s Fire”.

Further, these statements reference an incident that was the subject of a criminal proceeding in which the main perpetrators who acted in the name of the “Men’s Fire” were convicted of assault (see *R v Green*, 2017 ONCJ 705). The decision provides a public, factual account of the incident, which includes important context—including the minority nature of the “Men’s Fire”—ignored in the above statement.

The HCCC has publicly denounced the members of the Men’s Fire in a notice dated September 11, 2018 (attached as Appendix “A”).

[...]

- *"Sources told TRT that HDI has built up a war chest of over \$180 million dollars to assert itself as entitled to compensation in all land development in the Nanfan Treaty area, covering most of Southern Ontario."*

The representation that "HDI has built up a war chest of over \$180 million dollars" is demonstrably false. HDI has not amassed \$180 million in revenue in its entire 16-year existence. The statement is inflammatory in conjunction with the previous statements that HDI withholds funds from the Haudenosaunee community.

[...]

- *"Sources told TRT that those monitors were promised specific benefits for coming onto the project and that when compensation talks between HDI and Metrolinx began going south — the monitors were fired suddenly by HDI, informed they would not be getting paid by HDI and told to apply for unemployment insurance."*

The statement that monitors were "informed they would not be getting paid by HDI and told to apply for unemployment insurance" conveys the false impression that HDI refused to compensate monitors for their services. In reality, each monitor was paid in full for their labour and travel in the course of the Ontario Line Project.

Further, the statement ignores the seasonal nature of monitoring work and creates the false impression that HDI mistreats workers through sudden and unexplained termination. Rather, monitors are laid off upon the conclusion of onsite work in any monitoring project; layoffs occur in the usual course. Employers, like HDI, then internally file the appropriate paperwork to trigger employment insurance payments for monitors. HDI followed this routine procedure when Metrolinx unilaterally discontinued monitoring work for the Ontario Line Project.

[...]

- *"Court documents, obtained by TRT, show that Detlor's behaviour escalated throughout December 2022 ... and threatened Metrolinx employees that he would 'show up at their homes'."*

These statements falsely and unfairly portray Mr. Detlor, and by extension HDI, as physically violent and as someone who used intimidation tactics to threaten Metrolinx employees and their families.

Mr. Detlor explained, what was ultimately a misunderstanding, in a publicly available affidavit that was filed in the Metrolinx Litigation. During a negotiation between HDI and Metrolinx on Metrolinx premises, Mr. Detlor remarked that he would "see [the Metrolinx employee] on his doorstep". When Mr. Detlor was made aware of the misunderstanding, he promptly apologized to the employee and explained that his words were in no way a personal threat, clarifying that he was referring to the doorstep of Metrolinx's offices, not the doorstep of the employee's personal home.

Libelous Statements in the Editorial

- *"Ironically — the corporation that peddles "consent" to municipalities, developers and external governments does not have consent from the people it is claiming to represent at all."*

The statement that HDI is a "corporation" is demonstrably false as evidenced in several public documents. Rather, HDI was formed by the HCCC in 2007 and operates under its direction. HDI is not a corporation and is not "incorporated" under the laws of Canada or Ontario. HDI was formed, functions, and conducts itself in accordance with Haudenosaunee law.

HDI eventually created external corporations at the direction of the HCCC for limited purposes, for example to (i) enable investments with private entities, (ii) ~~acquire and hold off-reserve land~~ for various uses, including affordable housing to the Haudenosaunee community, (iii) facilitate payroll for HDI employees, and (iv) serve as a flow-through entity for reserve organizations that lack capacity to receive external funding. These acts required an external corporation to interface with their respective entities (e.g. the Ontario land registry).

[...]

- *"HDIs mode of operating and obtaining consent from the chiefs excludes most of the Haudenosaunee population they are claiming to speak for."*

The suggestion that HDI facilitates activities behind closed doors, aimed to impute distrust, is demonstrably false.

The HCCC makes decisions at monthly council meetings, held on the first Monday of each month, which are open to Clan Mothers and the public. HDI representatives regularly attend council meetings to provide updates and answer questions about their HCCC-delegated mandates. These council meetings are open meetings, and their regular occurrence is well known in the Haudenosaunee community.

HDI also provides standing invitations to the Chiefs and Clan Mothers to attend weekly internal staff meetings, either in-person or virtually. Typically, at least one Chief or Clan Mother attends each HDI staff meeting. HDI also encourages the wider public to make inquiries about their business directly or through the community's Chiefs or Clan Mothers.

[...]

- *"The decision to enter into the Six Nations of the Grand River land claim lawsuit on behalf of all Haudenosaunee humans came from just ten people — only six of whom are from Six Nations.*

Just three of the nations represented at the council were included in the decision: Oneidas, Mohawks and Cayugas. According to the HCCC's own protocols — the Tuscarora representative has no voice at council and the Onondagas are simply there to ratify the matter."

The statement is false in that it implies that the HCCC's decision to enter the lawsuit was made at the whims of a select few individuals (i.e. "from just ten people") who do not represent the wider Haudenosaunee community. Rather, the resolution was made by the HCCC pursuant to its authority and decision-making process in accordance with Haudenosaunee law.

The HCCC renders decisions upon the unanimous agreement of three "benches": the "Fire Keepers" (the Onondaga People), the "Elder Brothers" (formed by the Mohawk and Seneca Peoples), and the "Younger Brothers" (formed by the Oneida and Cayuga Peoples, who also speak on behalf of the Tuscarora People and other Nations). The Onondaga formally open and close all HCCC meetings and propose what issues will be discussed at the meeting. There is a responsibility for all Chiefs to attend Council meetings, and the operation of the HCCC does not grind to a halt should certain Chiefs not attend.

[...]

- *"There are no rules that determine what makes a quorum at the council.*

No women were engaged in decision."

These statements are demonstrably false and create the false impression that the HCCC governance system—which has operated since time immemorial—is flawed, haphazard, and nonrepresentative.

Haudenosaunee law provides the rules of "quorum" or, more accurately, what is required for Council to come to "one mind". An HCCC meeting reaches quorum when there is representation from all three benches – a minimum of three Nations.

Clan Mothers are always engaged in HCCC decision making through their inherent roles in Haudenosaunee governance. Pursuant to Haudenosaunee law, Clan Mothers are selected by their respective Clans and are responsible for running the day-to-day affairs of the Clan. Clan Mothers also select and work with Chiefs who represent and speak for their respective Clans at deliberative meetings of the Chiefs of each Nation. Further, and importantly, all Chiefs of the Haudenosaunee Confederacy, regardless of their Clan or Nation, have a responsibility to act in the best interests of the Confederacy and its past, present, and future citizens at large.

The Libelous Articles were clearly written out of malice toward HDI and Mr. Detlor, and with no journalistic integrity. The Two Row Times has a long history of publishing disparaging, unfairly critical, and often false articles whose sole purpose is to undermine HDI's relationship with the Haudenosaunee community. The Two Row Times have engaged in a longstanding campaign of vilification against HDI since at least 2016, as reported by the Real People's Media.¹

HDI has spent over sixteen years building relations with the Haudenosaunee community and external government entities. Over this time, HDI has acted on behalf, and at the direction, of the

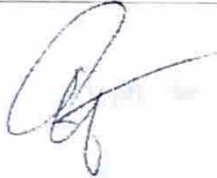
¹ Real People's Media article titled "How Elected Band Council and the Two Row Times are working together to dismantle the Haudenosaunee Development Institute (HDI)" dated December 7, 2016:
<https://realpeoples.media/758//>.

HCCC and the Haudenosaunee community. HDI has cultivated a reputation for facilitating peaceful, effective, and informed engagement during land development. The Libelous Articles have resulted in significant harm to HDI; the quantum and extent of which will be particularized before any potential trial.

HDI serves this notice pursuant to section 5(1) of the *Libel and Slander Act*, RSO 1990, c L-12. Please provide a response on or before **Friday, March 31, 2023**.

Yours truly,

GILBERT'S LLP



Tim Gilbert



Six Nations "Iroquois" Confederacy
GRAND RIVER COUNTRY

2634 6th Line, R. R. #2, Ohsweken, Ontario N0A1M0

September 11, 2018

Notice

The Wisk niyohwentsya:ke make this open and public declaration to all citizens within the Haudenosaunee treaty territory:

Let it be known that:

The responsibility and governance of the Haudenosaunee and our treaty territory rests through the system of the Wisk niyohwentsya:ke (5 Nations Confederacy) put in place by our Peacemaker, and through the laws that He provided within the Kayeneren'ko':wa.

Bill Monture, Wilf Davey, Bob Frank Jr., Lester Green and Moe Sandy are not representative of, nor speak on behalf of the Wisk niyohwentsya:ke. They are acting without and have never had the authority or sanctioning of the Roya'ner (Chiefs) and Yakoya'ner (Clanmothers) of the Wisk niyohwentsya:ke and are outside the sanctity and protection of the Kayeneren'ko':wa and the process of the Wisk niyohwentsya:ke. Further, Moe Sandy is not a holder of wampum for the Wisk niyohwentsya:ke.

This notice will confirm that these individuals and their actions are not representative of the people or community of Oswege (Six Nations).

Hohahes, Leroy Hill
Council Secretary

Appendix "B" to the Statement of Claim:
Libel Notice regarding
Warriors Article, served March 27, 2023



GILBERT'S

March 24, 2023

Delivered by process server

Two Row Times
Oneida Business Park Suite 124
50 Generations Drive, Box 1
Ohsweken, ON N0A 1M0
Six Nations of the Grand River Country

Dear Mr. Garlow and the staff of Two Row Times:

Re: Notice of Libel for Article dated March 15, 2023

We have been retained by the Haudenosaunee Development Institute ("HDI") to address an article published in the Two Row Times on March 15, 2023 titled "Warriors exist, and the People's Fire ever burning is the centre of the Haudenosaunee world" ("**Warriors Article**").

The listed author of the Warriors Article is "The Staff". We understand the Two Row Times staff to include Jonathan Garlow (publisher and owner), Jim Windle (senior reporter), David LaForce (production), and Benjamin Doolittle (web manager).

For at least the reasons set out below, HDI demands that Two Row Times publish the following retraction and apology in the 'Opinion' section, and in a size and prominence approved by our firm:

Retraction and Apology to the Haudenosaunee Development Institute

On March 15, 2023, the Two Row Times featured an article titled "Warriors exist, and the People's Fire ever burning is the centre of the Haudenosaunee world". The article contained the following statement:

"As I found myself rifling through the 2500 sheets of paper that make up the motion records of the various interveners responding to HDI asking a court to name them sole recipients of the financial compensation expected in the Six Nations land claim — I was caught speechless by the submission by HDI's Haudenosaunee Law expert Richard Hill." (emphasis added)

This statement that HDI is "asking a court to name them sole recipients of the financial compensation expected in the Six Nations land claim" is false.

HDI's position is that rights granted by the Haldimand Proclamation belong to all Haudenosaunee people (which HDI says is over 100,000 people) and not just to the Six Nations of the Grand River Band (which HDI says is under 30,000 people). HDI seeks a Court declaration that the Haudenosaunee Confederacy (at large) is the collective rightsholder, such that the

compensation presently sought by the Six Nations of the Grand River Band in its claim is properly for the benefit of all Haudenosaunee. HDI seeks such relief at the direction of the Haudenosaunee Chiefs Confederacy Council. The Two Row Times retracts its statement without reservation and extends its sincere apologies to HDI.

The Libelous Statement

The Warriors Article refers to HDI and its involvement in litigation commenced by the Six Nations of the Grand River Band's elected council regarding Haudenosaunee treaty and fiduciary rights and land (Court File CV-18-594281, or the "SNGR Band Litigation").

It contains the following statement:

"As I found myself rifling through the 2500 sheets of paper that make up the motion records of the various interveners responding to HDI asking a court to name them sole recipients of the financial compensation expected in the Six Nations land claim — I was caught speechless by the submission by HDI's Haudenosaunee Law expert Richard Hill."

("Libelous Statement")

The Libelous Statement is defamatory because it aims to undermine the legitimacy and integrity of HDI. The representation that HDI is "asking a court to name them sole recipients of the financial compensation expected in the Six Nations land claim" is demonstrably false — it is a callous and/or malicious distortion of HDI's legal position as set out in publicly available court documents, including HDI's notice of motion and draft Statement of Defence. HDI's position is that the Haudenosaunee and all of its citizens—instead of members of one *Indian Act* band—are the beneficiaries of the Haldimand Proclamation of 1784, which long predates the *Indian Act*.

In fact, HDI's legal position is set out clearly in the very litigation notice directed and approved by the Court and under which the "2500 sheets of paper" purportedly reviewed by the author were "publicly posted for everyone to see":

"HDI says that rights granted by the Haldimand Proclamation belong to all Haudenosaunee people (which HDI says is over 100,000 people) and not just to the Six Nations of the Grand River Band (which HDI says is under 30,000 people). HDI says that it acts with authority from the HCCC to represent all Haudenosaunee people in Canada and the U.S."¹

HDI, at the appointment and direction of the Haudenosaunee Confederacy Chiefs Council ("HCCC"), sought to intervene in the SNGR Band Litigation to represent these collective interests. HDI's draft Statement of Defence asks the Court to grant, for example:

"[A] declaration that the *Haudenosaunee Confederacy* is the collective rightsholder in respect of the rights and interests asserted in the action, and is entitled to the

¹ <https://sngrlitigation.com/litigation-notice/>

relief sought in the Statement of Claim on behalf of and *for the benefit of all Haudenosaunee.*" (*emphasis added*)

By suggesting that HDI seeks compensation for itself, the Libelous Statement grossly misrepresents HDI's position in the SNGR Band Litigation. The Libelous Statement conveys the false impression that HDI litigates matters for its sole and personal financial gain, rather than to benefit the wider Haudenosaunee community. The Libelous Statement sends the defamatory message that HDI should be regarded with suspicion, contempt, and disrepute.

Context for the SNGR Band Litigation and HDI's Position

The SNGR Band Litigation is based on the Haudenosaunee People's collective, perpetual rights to the Haldimand Tract by virtue of the 1784 Haldimand Proclamation, which concerns rights of the "Mohawk Nation and such others of the Six Nations Indians" and their "posterity". HDI's position is that the beneficiary under the Haldimand Proclamation is the Haudenosaunee People at large.

The claim was initially brought by the Six Nations of the Grand River Band of Indians ("SNGR Band") which, under the *Indian Act*, governs Six Nations Indian Reserve No. 40 and Glebe Farm Indian Reserve No. 40B. The SNGR Band does not govern the Haudenosaunee Confederacy, the Haudenosaunee People, or "Six Nations" citizens at large.

The HCCC, through HDI, seeks to intervene as a representative government of the Haudenosaunee People at large. The HCCC's authority and obligation to protect Haudenosaunee treaty rights and interests is derived from Haudenosaunee law.

HDI asks the Court to recognize the Haudenosaunee Confederacy at large and all of its citizens, rather than just the registered members of the SNGR Band, as the proper recipient of any relief (monetary or otherwise) from the SNGR Band Litigation.

Contrary to the Libelous Statement, publicly available court documents clearly set out that the relief HDI requested should benefit the Haudenosaunee Confederacy, not HDI. In fact, HDI itself is never proposed as a beneficiary to the relief sought.

The Libelous Statement carelessly misreports and misrepresents HDI's legal position in the SNGR Band Litigation and was clearly written out of malice toward HDI. The Two Row Times has a long history of publishing disparaging, unfairly critical, and often false articles whose sole purpose is to undermine HDI's relationship with the Haudenosaunee community. The Two Row Times have engaged in a longstanding campaign of vilification against HDI since at least 2016, as reported by the Real People's Media.²

² Real People's Media article titled "How Elected Band Council and the Two Row Times are working together to dismantle the Haudenosaunee Development Institute (HDI)" dated December 7, 2016: <https://realpeoples.media/758//>.

HDI has spent over sixteen years building relations with the Haudenosaunee community and external government entities. Over this time, HDI has acted on behalf of and at the direction of the HCCC and the Haudenosaunee community. HDI has cultivated a reputation for facilitating peaceful, effective, and informed engagement during land development. The Libelous Statement has resulted in significant harm to HDI; the quantum and extent of which will be particularized before any potential trial.

HDI serves this notice pursuant to section 5(1) of the *Libel and Slander Act*, RSO 1990, c L-12. Please provide a response on or before **Friday, March 31, 2023**.

Yours truly,

GILBERT'S LLP

A handwritten signature in black ink, appearing to be 'Tim Gilbert', written over a horizontal line.

Tim Gilbert

Appendix "C" to the Statement of Claim:
Libel Notice regarding
Condo Articles, served April 11, 2023



GILBERT'S

April 6, 2023

Delivered by process server

Two Row Times
Oneida Business Park Suite 124
50 Generations Drive, Box 1
Ohsweken, ON N0A 1M0
Six Nations of the Grand River Country

Dear Mr. Garlow, Ms. Garlow, and the staff of Two Row Times:

Re: Notice of Libel for Articles dated March 25 and 29, 2023

We act for the Haudenosaunee Development Institute ("HDI"). We write regarding two articles published in the Two Row Times on March 25, 2023 and March 29, 2023 titled "Haudenosaunee Development Institute and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto" ("the **March 25th Article**") and "HDI and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto" (the "**March 29th Article**" and collectively, the "**Condo Articles**"). The text in both articles is identical, other than two paragraphs that were added in the March 29th Article.

The listed authors of the Condo Articles are "Nahnda Garlow" and "The Staff", respectively. We understand the Two Row Times staff to include Jonathan Garlow (publisher and owner), Jim Windle (senior reporter), David LaForce (production), Benjamin Doolittle (web manager), Nahnda Garlow (editor), and Donna Duric (writer).

For at least the reasons set out below, HDI demands that Two Row Times publish the following retraction and apology in the 'Local News' section, and in a size and prominence approved by our firm:

Retraction and Apology to the Haudenosaunee Development Institute

On March 25, 2023, and March 29, 2023, the Two Row Times "Local News" section featured two articles entitled "Haudenosaunee Development Institute and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto" and "HDI and lawyer Aaron Detlor co-owners of \$1.4 million luxury condo in downtown Toronto".

The articles contained statements that were false and misrepresentative of the truth in that they lacked key context. The Two Row Times retracts these articles without reservation and extends its sincere apologies to HDI.

The Condo Articles

Both Condo Articles refer to a condominium property jointly owned by Mr. Detlor and 2438543 Ontario Inc ("243 Ontario"). The Condo Articles are defamatory because they undermine the integrity and legitimacy of HDI and its delegate, Mr. Detlor. At least the following statements omit key context and misrepresent HDI's affairs. Together, they convey the false and defamatory impression that HDI and Mr. Detlor should be regarded with suspicion, contempt, and disrepute.

Libelous Statements in the Condo Articles

- *"The three-floor condo property was bought for \$1,380,000 — an amount that is nearly equal to the entire HDI payroll costs for 2021 and three times the culture and language contributions the HDI made in 2022.*

That's five times the average housing allocation of \$250,000 available to Six Nations band members for new build loans on the territory. And five times the 2022 allocation of funds contributed by HDI to restore the old council house.

It is a stunning 53 times the amount of investment HDI made toward the HCCC's operations, according to its 2022 financial statements.

It is described in the sale listing as an "exceptional end-unit townhome" with three bedrooms and four bathrooms that have heated floors and floor to ceiling windows, "luxuriously laid over nearly 2000 sq ft".

This statement raises the false and deceptive impression that HDI and Mr. Detlor purchased the condominium property as a "luxury" private residence. The March 25th Article fosters this erroneous impression by including staging images of the property, which misleadingly showcase the unit as a personal home.

As a whole, the statement conveys the defamatory message that HDI has, or is, wastefully spending money on private properties for its own or for its delegates' illegitimate gain. The statement does so by comparing the cost of the condominium with HDI's previous fund allocations towards Haudenosaunee initiatives.

This defamatory message is particularly inflammatory alongside readers' knowledge that HDI obtains revenue from consultation and engagement efforts on behalf of the Haudenosaunee community. The statement ultimately aims to raise suspicion and contempt against HDI by suggesting that the organization disproportionately mispends funds that ought to be directed to the Haudenosaunee People.

In reality, HDI acquired the property for use as offices for its operations in Toronto, and it is currently used as such.¹ HDI acquired the property under the direction of the Haudenosaunee

¹ Turtle Island News reported HDI's intended use of the condominium as office space in an article titled "PART 2: A government growing, HCCC expands reach to Toronto" dated March 29, 2023: <https://theturtleislandnews.com/index.php/2023/03/29/part-2-a-government-growing-hccc-expands-reach-to-toronto/>.

Confederacy Chiefs Council. HDI requires local offices to expand its Toronto-based work and to continue making jobs available for Haudenosaunee People. HDI's physical presence in Toronto is also vital for its involvement in future land disputes within the area.

Mr. Detlor is listed as a co-owner of the condominium because he contributed personal funds to help acquire the property when HDI (through 243 Ontario) lacked the means to purchase it—because the property is meant for his personal use.

- *“TRT broke the story Friday afternoon and community reaction was a mixture of offence and sadness. Several comments came in stating the decision to buy a residential condo in a luxury condo next door to Detlor’s other property was tone deaf in light of the Six Nations housing crisis, lack of drinking water, leaking roof at the Six Nations-Iroquois Lodge and the still homeless Six Nations language immersion school Kaweniio/Gaweniyo.*

Several comments wanted to know why the HDI and/or the Haudenosaunee Confederacy Chiefs Council would want to purchase a luxury condo in Toronto. TRT reached out to both HCCC and the HDI for comment Friday but did not receive a response to that request.”

This statement was only included in the March 29th Article. The statement again misleadingly alleges that HDI purchased the property as a “residential condo”. Additionally, its reporting of negative public reactions to the March 25th Article is evidence that the articles are misleading and defamatory.

Further, the statement that HDI was contacted for comment before publishing is misleading. The Two Row Times published the March 25th Article less than 3 hours after the request for comment was sent. The Two Row Times published the March 29th Article just two business days later without hearing from HDI. The Two Row Times clearly has no real interest in publishing accurate and fulsome information about HDI's activities.

The Condo Articles carelessly misreport and misrepresent the circumstances around HDI's acquisition of the condominium property and were clearly written out of malice toward HDI. The March 29th Article states expressly that members of the community reacted negatively to the misinformation published on March 25.

The Two Row Times has an extensive history of publishing disparaging, unfairly critical, and often false articles whose sole purpose is to undermine HDI's relationship with the Haudenosaunee community. The Two Row Times have engaged in a longstanding campaign of vilification against HDI since at least 2016, as reported by the Real People's Media.²

² Real People's Media article titled “How Elected Band Council and the Two Row Times are working together to dismantle the Haudenosaunee Development Institute (HDI)” dated December 7, 2016: <https://realpeoples.media/758/>.

HDI has spent over sixteen years building relations with the Haudenosaunee community and external government entities. Over this time, HDI has acted on behalf of and at the direction of the HCCC and the Haudenosaunee community. HDI has cultivated a reputation for facilitating peaceful, effective, and informed engagement during land development. The Condo Articles have resulted in significant harm to HDI; the quantum and extent of which will be particularized before any potential trial.

HDI serves this notice pursuant to section 5(1) of the *Libel and Slander Act*, RSO 1990, c L-12. Please provide a response on or before **Friday, April 14, 2023**.

Yours truly,

GILBERT'S LLP

A handwritten signature in black ink, appearing to read 'Tim Gilbert', is written over a horizontal line.

Tim Gilbert



GILBERT'S

April 11, 2023

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no [unclear] on the staff of Two Row Times

[unclear]

We write regarding an article published in the Two Row Times on 4/11/23 (referred to as the "Letter"), attached as Exhibit A.

**Appendix "D" to the Statement of Claim:
Libel Notice regarding
Letter, served April 11, 2023**

The Two Row Times publish the following text in the "Letter" and prominently approved by our firm:

Statement and Apology to the Haudenosaunee Development Institute

On 4/11/23, the Two Row Times featured an article titled "Letter to the

... statements that were inflammatory, false, and defamatory. The Two Row Times had retracted the article without providing any genuine apologies to HDI.

... regarding the ... to undermine the legitimacy and integrity ... in the speech statements below (the ... of themselves and ... message and false ...



GILBERT'S

April 6, 2023

Delivered by process server

Two Row Times
Oneida Business Park Suite 124
50 Generations Drive, Box 1
Ohsweken, ON N0A 1M0
Six Nations of the Grand River Country

Dear Mr. Garlow, Ms. Garlow, and the staff of Two Row Times:

Re: Notice of Libel for Article dated March 29, 2023

We act for the Haudenosaunee Development Institute ("HDI"). We write regarding an article published in the Two Row Times on March 29, 2023 titled "letter to the editor" ("Letter"), attached as Appendix "A".

For at least the reasons set out below, HDI demands that Two Row Times publish the following retraction and apology in the 'Letters' section, and in a size and prominence approved by our firm:

Retraction and Apology to the Haudenosaunee Development Institute

On March 29, 2023, the Two Row Times featured an article titled "letter to the editor".

The article contained statements that were inflammatory, false, and misrepresentative. The Two Row Times has retracted the article without reservation and extends its sincere apologies to HDI.

The Libelous Article

The Letter refers to HDI, Aaron Detlor, and various dealings on or around 2007 regarding Douglas Creek Estates. The Letter is defamatory because it aims to undermine the legitimacy and integrity of HDI and its delegates, including Mr. Detlor, as set out in the specific statements below (the "**Libelous Statements**"). The statements are false and/or libelous, both in and of themselves and through their cumulative effect. Taken together, they convey the defamatory message and false conception that HDI and its delegates, including Mr. Detlor, should be regarded with suspicion, contempt, and disrepute.

Libelous Statements in the Letter

- *"However it does not matter whether or not the Six Nations of the Grant River Reserve is the most modern and up-to-date native community in Canada; these lands which have been set aside for native Indians only have become a haven for every type of non-native*

crook, scammer; and con-man trying to make a dishonest living in our tax and duty free world.

In fact; there are so many non-native people here it is almost impossible to tell who belongs here and who doesn't. One of the most outstanding group of outlaws who have taken advantage of Six Nay's tax and duty free world has just been identified online as the Haudenosaunee Development Institute or HDI."

The characterization of HDI as a "group of outlaws who have taken advantage of [the Six Nation's] tax and duty free world" and its delegates as "non-native" crooks, scammers, and con-men is outrageous, offensive, and defamatory. The statement was clearly made and published out of malice towards HDI and intended to harm HDI's operations for the Haudenosaunee community.

HDI was formed by the Haudenosaunee Confederacy Chiefs Council ("HCCC") and operates under its direction. HDI exists solely to represent Haudenosaunee rights and interests. HDI functions, operates, and conducts itself in accordance with Haudenosaunee law.

- *"The HDI was and is the brainchild of a German-Dutch lawyer named Aaron Detlor. Mr. Detlor is a Canadian lawyer straight out of the Judicial cesspool in Toronto where he lives and does business from one or more of his high end apartment complexes or high end homes."*

The representations that Mr. Detlor is a "German-Dutch lawyer" and that "HDI was and is [his] brainchild" are inaccurate and inflammatory. The authors intentionally omitted reference to Mr. Detlor's Mohawk heritage (as reported in a public court judgment, *R v Green*), and suggest that Mr. Detlor is an outsider to the Haudenosaunee community he serves. The statement conveys the defamatory message that HDI and its delegates should be viewed as fraudulent and untrustworthy.

Further, HDI originated through a collaboration between Mr. Detlor, other HDI associates, and the HCCC – it is not the "brainchild" of Mr. Detlor.

- *"One Brantford developer compared the HDI's demand for fees to organized crime and extortion.*

[...]

How many Developers have been forced into paying monthly protection payments to keep Detlor and company living in the lap of luxury, while thousands of Six Nations residents are forced to take weekly trips to the food bank and drink unsafe water. Ain't greed a wonderful thing?"

These statements adopt a fictitious and abhorrent comparison between HDI's consultation and engagement efforts to "organized crime and extortion". The plain innuendo behind the allegation

of developers being "forced into paying monthly protection payments" supports this false and offensive connection between HDI's operations and criminal acts.

Instead, HDI obtains capacity funding from proponents to ensure it has the necessary resources to meaningfully review and respond to information before and during development projects – not so that Mr. Detlor or anyone else can "live in the lap of luxury".

The HCCC, pursuant to the Great Law of Peace, authorizes HDI to uphold Haudenosaunee rights and interests in the development of lands within areas of Haudenosaunee jurisdiction. The Haudenosaunee have regulated development on their lands since time immemorial. Post-colonialism, the Crown established legislative and regulatory schemes to ensure meaningful engagement between external government entities and the Haudenosaunee People regarding land development.

HDI, through these legal processes and HDI's own regulatory framework, facilitates peaceful and effective engagement. It works *alongside* external government entities to ensure that land development does not impair the exercise of Haudenosaunee rights. For example, HDI protects:

- 1) Haudenosaunee heritage sites to ensure perpetual access and use thereof;
- 2) Threatened species and ecological communities; and
- 3) Migratory species, wetlands, and watersheds.

HDI also negotiates fees for Haudenosaunee contractors to monitor development projects. Haudenosaunee monitors are essential to projects. They ensure that developers properly comply with mutually approved measures to mitigate environmental impact.

- *"Hazel Hill also sat in on the interview and she said, "Detlor is a good example of someone who who is using his education to help the overall community". Really? During the past 16 years the overall community has never seen one red cent from the HDI's multiple million dollar bank account!"*

The assertion that "the overall community has never seen one red cent from the HDI's multiple million dollar bank account" is demonstrably untrue. This statement is libelous because it alleges that HDI withholds funds from the Haudenosaunee community. Alongside the assertions above, this statement was clearly intended to promote suspicion and mistrust in relation to HDI.

It is a verifiable fact that HDI, at the direction of the HCCC, redirects or reinvests its revenue into the Haudenosaunee community, for example (a) as salaries for community members, (b) to acquire land for use or for the administration of HDI, the HCCC, and/or community members, or (c) by direct contributions to community services (e.g. language programs, longhouse expenditures, immersion language nest daycare, cultural and ceremonial initiatives, etc.). The HCCC also dictates the use of any unspent revenue, which HDI maintains for future initiatives.

The Letter was clearly published out of malice toward HDI and Mr. Detlor, and with no journalistic integrity. The Two Row Times has a long history of publishing disparaging, unfairly critical, and often false articles whose sole purpose is to undermine HDI's relationship with the Haudenosaunee community. The Two Row Times have engaged in a longstanding campaign of vilification against HDI since at least 2016, as reported by the Real People's Media.¹

HDI has spent over sixteen years building relations with the Haudenosaunee community and external government entities. Over this time, HDI has acted on behalf of and at the direction of the HCCC and the Haudenosaunee community. HDI has cultivated a reputation for facilitating peaceful, effective, and informed engagement during land development. The Libelous Statement has resulted in significant harm to HDI; the quantum and extent of which will be particularized before any potential trial.

HDI serves this notice pursuant to section 5(1) of the *Libel and Slander Act*, RSO 1990, c L-12.
Please provide a response on or before **Friday, April 14, 2023**.

Yours truly,

GILBERT'S LLP



Tim Gilbert

¹ Real People's Media article titled "How Elected Band Council and the Two Row Times are working together to dismantle the Haudenosaunee Development Institute (HDI)" dated December 7, 2016: <https://realpeoples.media/758//>.

Appendix "A":
Two Row Times Article titled
"letter to the editor" dated March 29, 2023



- News
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letter to the editor

Letters Letter to the Editor · March 29, 2023 · Views /8 · Comments off

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This community began life as a small Mohawk village in 1784 governed by Joseph Brant, a Mohawk officer in the British army of North America.

The Six Nations of the Grand River now has the largest native community in Canada.

This community is governed by a democratically elected Chief and Council.

The elected council has governed here for 99 years beginning in 1924.

Prior to 1924, the community had been governed after the death of Joseph Brant by the second edition of the Iroquois Confederacy Chief's Council, or ICCC. This second edition council has not governed the community for 99 years.

The ICCC is normally comprised of 50 Chief's selected from the six Iroquois nations in Canada and the United States of America.

In normal everyday matters, all business concerning the Chief's council are based on consensus, nine living Mohawk chiefs must all agree on any council decisions in order for an item to be legal.

At the present time, the ICCC has one Mohawk Chief claiming to be from the Turtle Clan.

The last legal Mohawk, Turtle Clan Mother was the late Susan Lewis, a daughter of the late Elias Lewis and his wife Lidia. Grandma Sue, was no blood relative of the current Mohawk chief.

The Six Nations of the Grand River Indian reserve began as a small village comprised of a group of Mohawks and others of the Six Nation Indians and a troupe of British soldiers and their families. The Mohawks and others had came north from the Mohawk River valley in New York State after the British had been defeated in battle by the new United States army. The group was under the command and control of a



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Mohawk officer, Joseph Brant, who had brought his troops and their families into the British controlled Upper Canada. Captain Brant and his people had been granted one million acres, known as the Haldimand Tract, as reparations for losing their homeland along the Mohawk River. The Haldimand Tract was comprised of the entire Grand River from mouth to source and all the land for six miles east and west of the river.

Being a well trained military officer well versed in both warfare and civil governance; Joseph Brant took little time in setting up his military style governing duties along the Grand River at a spot which today we know as the Canadian city of Brantford.

While the rest of the Iroquois nations in Upper and Lower Canada and the United States of America in late 1700's and the early to mid 1800's were governed by the Iroquois Confederacy Chief's Council ICC and the dictates of the Great Law of the Iroquois, Joseph Brant had left that model of governance behind when he led his people into Upper Canada. Here, Brant was able to set up his own brand of law based on British principles and tenets rather than on the old and unchanging Great Law of the Iroquois. After Brant died, his village was in a lawless state and a group of Iroquois men came together and re-invented a new version of the Iroquois Chiefs Council with which they ran until 1924 when the government was ousted and replaced with a totally new brand of governance; the democratically elected Chief and Council.

Fast forward to 2023 and we find the old Mohawk village transformed into the most modern native Indian community in Canada, complete with an elected Chief and Council at the helm.

A note – whether we like it or not, the word Indian is the legal term that identifies all of Canada's indigenous people who are not Metis or Inuit.

However it does not matter whether or not the Six Nations of the Grant River Reserve is the most modern and up-to-date native community in Canada; these lands which have been set aside for native Indians only have become a haven for every type of non-native crook, scammer; and con-man trying to make a dishonest living in our tax and duty free world.

In fact; there are so many non-native people here it is almost impossible to tell who belongs here and who doesn't. One of the most outstanding group of outlaws who have taken advantage of Six Nations tax and duty free world has just been identified online as the Haudenosaunee Development Institute or HDI. The HDI was and is the brainchild of a German-Dutch lawyer named Aaron Detlor. Mr. Detlor is a Canadian lawyer straight out of the Judicial cesspool in Toronto where he lives and does business from one or more of his high end apartment complexes or high end homes.

Lawyer Detlor arrived on Six Nations on or around 2007 just as the talks regarding the Douglas Creek Estates incident had begun. Not long after arriving on the Big Six and just as he was in the early stages of setting up the now infamous HDI; Mr. Detlor was interviewed by a female reporter from a big city newspaper. During the interview when Aaron was asked a question about why he was in the area; he replied by saying "I am being paid for my technical support at the Caledonia negotiations and I also attend the main table meetings and co-chair the Communications side table". He also said that he was not being paid to set up the Haudenosaunee Development Institute.

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Continuing with the interview, Detlor said that the HDI is a controversial new body formed to regulate development on land that Six Nations says is theirs. He said he was creating a body that insists developers must have the HDI's permission to build on designated lands. The Haudenosaunee people have effectively pronounced that they have the same authority over lands that Canadian government bodies do. He said the lands in question are part of the Haldimand Tract which runs along and outward from the river for 10 kilometres on both sides of the Grand River. Detlor added that although he is currently not in the spotlight, he has been instrumental in helping to take the fight for land rights from protests to planning departments.

Another note – in the 1784 Haldimand Proclamation, the British said the land stretched outward for 6 miles on each side of the river. History must be read exactly as it was written, not the way we think it should.

Detlor told the reporter that the HDI is simply stating that a developer must get permission to build something in the form of a monetary fee. He said the initial permit fee is just to get the thing started. He said that a monthly going forward development fee must be paid by all developers in order for Detlor and the HDI executive to receive a guaranteed income stream for the rest of their lives. One Brantford developer compared the HDI's demand for fees to organized crime and extortion. Detlor said that it is not extortion, it's about self-determination and not having to have someone threaten developers who refuse to pay up. In these early dealings regarding the HDI, the reporter asked how Detlor was going to deal with the Six Nations Elected Council. Detlor said he gets his authority from the Iroquois Confederacy Chief's Council which he considers to be the legal government at Six Nations.

Hazel Hill also sat in on the interview and she said, "Detlor is a good example of someone who is using his education to help the overall community". Really? During the past 16 years the overall community has never seen one red cent from the HDI's multiple million dollar bank account! However, on Friday, the 24th of March 2023, someone broke a story about one high end apartment complex that the HDI owns and operates in a high end part of Toronto. They said this complex is far too ritzy and classy for an ordinary Indian to afford as the complex has a large gymnasium, meeting rooms, valet service and a man to open the car door for the classy foreign tenants. One can only imagine after reading about Detlor's guaranteed income plans for him and his cohorts, how many more of these apartments does he own around the GTA. How many Developers have been forced into paying monthly protection payments to keep Detlor and company living in the lap of luxury, while thousands of Six Nations residents are forced to take weekly trips to the food bank and drink unsafe water. Ain't graed a wonderful thing?

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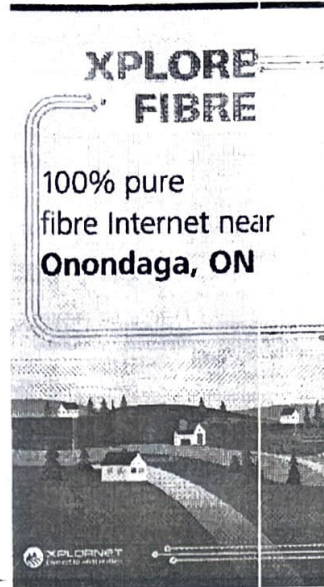
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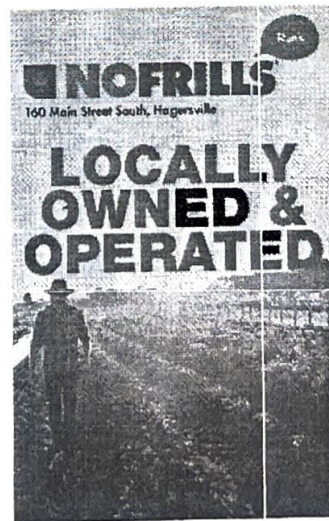
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PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

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