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Shelly Martin  
P.O. Box 634,  
Truro, NS, B2N 5E5

March 22, 2023

Dear Shelly A. Martin,

**RE: Cease and Desist – Breach of Bylaw 2021-01**

This letter is to inform you that your attempts to enforce your “Construction and Development Moratorium By Law 2021 – 01” on the unceded Micmac land which has been in my family’s possession for generations is a violation of my inherent and Section 35 and 25 constitutionally protected Aboriginal and treaty rights.

Under the custom and convention of the Micmac people since time immemorial I have the inherent Aboriginal right to build a dwelling place and such other buildings on my land as I have need for. An instrument of the Federal government of Canada like yourself – a lawyer working for a Band Council governed by and responsible to the *Indian Act*, and Sections 25 and 35 of the *Constitution Act* – has no jurisdiction or authority to violate my Aboriginal right to build a dwelling or a place of business on lands reserved to me and my family.

I am an heir and beneficiary of the 1752 Peace and Friendship Treaty made between the Crown and Jean Baptiste Cope *et al.* Section 4 of this treaty states that:

4. It is agreed that the said Tribe of Indians shall not be hindered from, but have free liberty of Hunting and Fishing as usual and that if they shall think a Truck house needful at the River Chibenaccadie, or any other place of their resort they shall have the same built and proper Merchandize, lodged therein to be exchanged for what the Indians shall have to dispose of and that in the mean time the Indians shall have free liberty to bring to Sale to Halifax or any other Settlement within this Province, Skins, feathers, fowl, fish or any other thing they

shall have to sell, where they shall have liberty to dispose thereof to the best Advantage.

Should I choose to exercise it, I have the Aboriginal and treaty right to establish a Truck house on my land. You, “Millbrook First Nation” – the Company #3111991” registered through the Province of Nova Scotia, and the relevant Canadian policing authorities are governed by the Canadian Constitution, and are required by the Honour of the Crown to uphold your fiduciary responsibilities to me. You have no authority to interfere in the agreements your Sovereign made with me and my nation. I also remind you that Band Council BCRs are not legally binding documents enforceable by police services, they are at most wishes or declaration of intent of a Indian Act Band Council. They do not trump my constitutionally protected Aboriginal and treaty rights.

Section 2 of the 1752 Peace and Friendship Treaty states that the “said Indians shall have all favour, Friendship & Protection shewn them from this His Majesty's Government.” You are a lawyer who swore an oath to the Crown, an employee of an *Indian Act* Band Council, created by and subject to the Federal Government’s *Indian Act*. You are required to uphold Canada’s laws, which include the recognition and affirmation of Aboriginal and treaty rights – and I am hereby informing you that you have been violating my rights.

In the expert opinion of former National Chief and constitutional negotiator Del Riley, Millbrook’s “Construction and Development Moratorium Bylaw 2021-01” is clearly unconstitutional. Chief Riley notes [in a letter sent to Band Council](#) on behalf of Thomas Durfee on July 12, 2022 that:

Your bylaw draws its legal claim from *Joe v. Findlay* 122 D.L.R. (3d) 377 in which the Squamish Indian Band denied a band member access to reserve lands where he put his house trailer and other property. This court ruling was made in March of 1981, in the dark ages of Canada’s racist treatment of Indigenous peoples. The ruling in question came from the time before Canada gave protection to Aboriginal and Treaty Rights in Sections 25 and 35 of the Constitution and when the racist *St. Catherine's Milling Co. v. Regina* interpretation of our rights held sway in the courts.”

Because your bylaw violates Mr. Durfee’s constitutionally protected rights, it is null and void. Mr. Durfee is causing no harm to other rights holders by exercising his own rights, and he is willing to take action to ensure that this continues to be the case.

Matters such as the exercise of Mr. Durfee’s sovereign rights should be discussed in accordance with Indigenous customs and conventions and in settings involving the people as a whole – not through the racist *Indian Act* systems imposed by a colonizer who has committed – and continues to commit – cultural, physical, and economic genocide on our people.

All of the matters outlined by Chief Riley in his letter also apply to me. Chief Riley has repeatedly offered his services to “Millbrook First Nation” mediate the conflict being created by your unconstitutional Moratorium, and he continues to express his willingness to do so.

I ask you to take up that offer, and to meet with the Micmac Rights Association, which has been created by Micmac rights holders outside of the Indian Act system to represent and articulate our interests.

Should you continue in harassing me with unconstitutional bylaws that violate my rights, I will have no further option but to take legal action against both you personally, and your employers who have allowed you to violate my rights and shirk your fiduciary responsibility to me.

In case you are unfamiliar with recent correspondence in these matters, I attach with this letter:

- (1) [Chief Riley’s July 12th, 2022 letter to Millbrook Chief and Council](#),
- (2) [The February 13th, 2023 Open Letter to Chief and Council](#),
- (3) [Claire Marshall’s February 14th, 2023 reply](#) to that letter, and
- (4) March 21, 2023 letter from Thomas Durfee et al to Claire Marshall.

I trust that with the review of this correspondence, you will cease and desist from bothering me any further, or follow-up the discussion of this matter with Chief Del Riley or my representatives in the Micmac Rights Association. You may reach them at [micmacrights@gmail.com](mailto:micmacrights@gmail.com) and [info@micmacrights.com](mailto:info@micmacrights.com).

Sincerely,



Derek Maloney