

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**WOODWARD & COMPANY LAWYERS LLP
MARKET HILL HOLDINGS LTD.
JOHN DOUGLAS LAMBERT**

PLAINTIFFS

AND:

**THE TSILHQOT'IN NATIONAL GOVERNMENT
THE TSILHQOT'IN NATIONAL GOVERNMENT as represented by Xení Gwet'in First
Nations Government a.k.a. Nemiah Indian Band a.k.a. Nemiah Valley Indian Band,
Tl'etín-qox Government a.k.a. Anaham Indian Band, Tsi Deldel First Nation, a.k.a.
Redstone Indian Band a.k.a. Alexis Creek Indian Band, Yunesit'in Government a.k.a.
Stone Indian Band, ?Esdilagh First Nation a.k.a. Alexandria Indian Band, and Tl'esqox
a.k.a. Toosey Indian Band
XENI GWET'IN FIRST NATIONS GOVERNMENT, a.k.a. ANAHAM INDIAN BAND
a.k.a NEMIAH VALLEY INDIAN BAND
TL'ETINQOX GOVERNMENT a.k.a. ANAHAM INDIAN BAND
TSI DELDEL FIRST NATION a.k.a. REDSTONE INDIAN BAND a.k.a. ALEXIS
CREEK INDIAN BAND
YUNESIT'IN GOVERNMENT a.k.a. STONE INDIAN BAND
?ESDILAGH FIRST NATION a.k.a. ALEXANDRIA INDIAN BAND
TL'ESQOX a.k.a. TOOSEY INDIAN BAND
ROGER WILLIAM
JACK WOODWARD SERVICES LTD.**

DEFENDANTS

RESPONSE TO CIVIL CLAIM

Filed by: Roger William

Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 – Defendant's Response to Facts

1. The facts alleged in paragraphs 1, 3 to 14, 15 (first sentence only), 16 to 25, 26, 27 to 37, 43, 45, 46, 48, 49, 52, 54 to 56, of Part 1 of the notice of civil claim are admitted.

2. The facts in paragraph 53 are admitted except that the correct date of the fourth extension agreement is April 30, 2018, not April 30, 2017.
3. The facts alleged in paragraphs [nil] of Part 1 of the notice of civil claim are denied.
4. The facts alleged in paragraphs 2, 15 (second sentence), 38 to 42, 44, 47, 50 and 51, of Part 1 of the notice of civil claim are outside the knowledge of the defendant Roger William.

Division 2 – Roger William’s Version of Facts

5. Regarding paragraph 26, the defendant Roger William says that in the case of a victory in court, everyone would benefit.
6. Regarding paragraph 27, the defendant Roger William knew that Jack Woodward was subsidizing the case, but did not know that it was specifically 11%.
7. Regarding paragraph 57, the defendant Roger William understood this to be an agreement to work together, and it was not a settlement with the government.
8. Paragraph 58 is admitted, but the defendant Roger William assumed that payments of \$250,000 towards the claims which are the subject of this litigation had been agreed upon and were to be paid for each of 2019 and 2020.

Division 3 – Additional Facts

9. The defendant Roger William did not ever agree to be personally liable for the matters which are the subject of this claim.

Part 2: RESPONSE TO RELIEF SOUGHT

10. The defendant takes no position regarding the relief sought except as follows:
11. The defendant has no personal liability for the claims made, and therefore the claim should be dismissed as against him, with costs.

Part 3: LEGAL BASIS

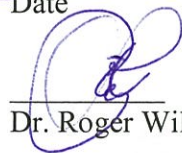
The Defendant does not advance a Legal Basis.

Defendant’s address for service:

Box 94, 606 Nemiah Valley Road, Nemiah Valley, B.C., V0L 1X0

E-mail address for service: **drw.07.12.14.xgtnwilliam@gmail.com**

Dec 27, 2019
Date



Dr. Roger William (defendant in this action)