



Telephone: 306.244.2242 Suite 300
Toll Free: 1.888.244.2242 110-21st Street East
Fax/Facsimile: 306.652.0332 Saskatoon, SK S7N 0R6
E-mail: info@wlawgroup.com
Web: www.wlawgroup.com

Reply To: Keir J.M. Vallance
kvallance@wlawgroup.com

May 29, 2012

Métis Nation-Saskatchewan Secretariat Inc.
406 Jessop Avenue
Saskatoon SK S7N 2S5

VIA FAX: (306) 343-0171

Attention: Dusty Ernewein, Director of Operations

Dear Sir:

**Re: Advice 2011
Our File No.: 16555.60**

You had asked for an interpretation of Article 17.3 of The Métis Nation Constitution. In particular, you had requested an answer to three questions:

1. When do the terms of office of the Provincial Métis Council members end?
2. Does the MNLA have the authority to extend the terms of office for the PMC and the Executive?
3. If the terms of office expire prior to the next election, who would run the Métis Nation of Saskatchewan once those terms expire?

In our view Article 17.3, though admittedly ambiguous, provides that the terms of office of the members of the PMC and the Executive will continue until the next regularly scheduled election. This is because if that is not the case, the result would be an absurd situation that cannot be what any reasonable drafter would have intended. Therefore, it is our opinion that the three questions asked all have the same answer: The term of office of the members of the PMC continues until the next election.

Article 17.3 of the Constitution provides as follows:

The term of office of members of the Provincial Métis Council elected as a result of the election held in 2007 shall begin on the day of the public declaration of the elected candidate and shall continue, in accordance with the laws of the Métis Nation-Saskatchewan, until the next regularly scheduled election in May 2012.

Professional. Passionate. Personal.

It is our understanding that the day of the public declaration of the elected candidates was June 27, 2007.

The difficulty arises because Article 17.3 states that the term of office shall continue "until the next regularly scheduled election in May 2012." This term is ambiguous for two reasons:

1. There is no "regularly scheduled" election; any election must be scheduled by the MNLA which, in turn, must be called by the PMC;
2. The election is to be held "in May 2012," however, the constitution provides no remedy or direction in case an election is not held in May 2012.

If a clause is ambiguous and will lead to an absurd result, the principles of interpretation dictate that a written instrument should be interpreted in such a way as to avoid an absurd or inconsistent result. One must look at the consequences of a particular interpretation to determine if that result is a reasonable one that would have been intended by the drafter or drafters of the document.

In this case it is our view that it could not reasonably have been intended that the term of office of the PMC members would expire in May 2012 whether or not there was an election that month. This is for two reasons:

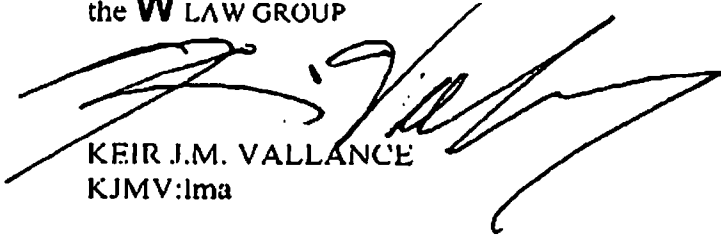
1. First, if no election were called in May 2012 and the term of office of the PMC were to expire regardless, the Métis Nation would be left in a situation where it did not have a government and, more importantly, could not call an election to elect a new government. Without a PMC, and MNLA cannot be called; without an MNLA, an election cannot be scheduled. This is an absurd result and could not reasonably have been intended.
2. The constitution does not provide any direction as to what happens if an election is not called in May 2012. It is our opinion that the most reasonable interpretation of the clause is that "in May 2012" is a direction or preference, but not mandatory, for the reasons given above. If it were mandatory, we would have the result of an organization that potentially could never elect a government.

Therefore, it seems the only reasonable interpretation of the clause in question is that the terms of office of the Provincial Métis Council members will continue until the next regularly scheduled election. The term "in May 2012" must be interpreted as persuasive, rather than mandatory, to avoid an absurd or inconsistent result.

Should you have any questions on this matter, please do not hesitate to contact our office.

Yours truly,

the **W** LAW GROUP

A large, stylized handwritten signature in black ink, appearing to read 'K.J.M. Vallance', is written over the typed name and extends to the right.

KEIR J.M. VALLANCE
KJMV:lma