

THE MEMORIAL

OF THE

Chippeway Tribe of Indians,

Some of whom reside on their

RESERVE NEAR SARNIA,

AND OTHERS ON WALPOLE ISLAND,

TOGETHER WITH

OTHER DOCUMENTS,

praying that they may be allowed to form themselves into

One Tribe as they were prior to 1831,

and to hold their lands and moneys in common, and that the

FOREIGN INDIANS

May be hereafter Excluded from Participating in the Annuity.

SARNIA.

"CANADIAN" POWER-PRESS PRINT.

1871.

PREFACE.

The Indians, both in the United States and British Provinces, are divided into separate Bands or Tribes, each having its own land distinct from other lands. In 1827 the St. Clair Band of Chippeways—being the Memorialists, then numbering 440 persons—ceded their Hunting lands in the London and Westminster Districts to the Crown for £1100. Another Band of Chippeways, then numbering 240 persons, ceded their lands in the Longwood Tract in the year 1823 for £600. Although the Tracts so ceded are joining, yet the two Bands never interfered with each other, their annuities are kept in separate accounts and each Band receives annually its own money.

The Foreign Indians of the Sarnia Reserve have their own lands in their own country, but as long as they remain in Canada they cannot receive any benefits therefrom, because the United States consider them out of their jurisdiction. The St. Clair Band of Chippeways think they make no unreasonable demand from the Government to be protected and guaranteed in the maintenance of their rights. Their intention of withdrawing their liberality by hereafter excluding the Foreign Indians from participating in their annuity is a fair comparison of the action taken by the Government when it withheld the "Presents" formerly granted and distributed to the Indians.

The "Presents" were withheld because it was found that there was no direct pledge given by the Crown to continue them; they were given to the Indians for their loyalty, and were continued for many years through mere custom.

Just so in respect to the case now in question, no direct pledge has ever been given to the Foreign Indians whereby they might become the joint proprietors of the Sarnia Reserve and the annuity moneys. The relation of the Indians with the Government resemble that of a Ward to his guardian, and I think that the guardians cannot have the power of paying the money, belonging exclusively to a certain Tribe, to other Indians who have lands and moneys elsewhere.

WM. N. FISHER.

Walpole Island, December 30th, 1870.

THE MEMORIAL.

To the Honorable Joseph Howe, Superintendent General of Indian Affairs; &c.; &c.

The Memorial of that part of the Chippeway Nation of Indians, some of whom residing on the Sarnia Reserve and others on Walpole Island, humbly sheweth;

1. That on the 10th day of July, 1827, the said Nation ceded, by a Deed to the Crown, which they then inhabited and claimed, a large tract of land comprising the London and Westminster Districts for a perpetual annuity of eleven hundred pounds.

2. That they continued as one and the same people until about the year 1831, when the late Mr. W. m. Jones was instructed to collect them on the Sarnia Reserve. Some consented and others declined, preferring to settle on Walpole Island; thus they became two Bands, but they continued to participate equally in the said annuity until the year 1848, when they divided it into two parts, but the lands reserved within the cession were neither then nor at any time either previous or after that date had ever been a matter of partition between them, as will appear upon reference to the written agreement marked "A." and the Affidavits of Joshua Wawanosh, William Kokosh, William Yahnoodt, Benjamin Brigham, Jacob Kiyoshk and Joseph Wawanosh, respectively marked B, C, D, E, F and G, referred to and accompanying the Memorial.

3. That the partition was unfair and not effected according to the usages and laws of the Indians, as was fully shown in the Memorial dated the 20th March, 1869, and signed by W. m. N. Fisher, in behalf of the Walpole Island Band, and the Government being convinced of the fact made a transfer of an additional sum of Four Hundred Dollars per annum from the funds of the Sarnia Band to that of the Band of Walpole Island, thus abrogating the said written agreement marked "A," and the same has not been renewed.

4. That under the Deed or Treaty, dated the 10th July, 1827, as aforesaid, the said annuity and the lands so reserved within the cession aforesaid were not otherwise appropriated than for their common and mutual benefit, numbering at that period, four hundred and forty individual Indians; but the said Walpole Island Band feel a deep sense of injustice in consequence of their share which fell to them under the agreement marked "A," aforesaid, being far in the decrease ratio, and especially for being denied of the benefit of participating in the late subsequent sales of a part of the lands on the Sarnia Reserve, which sales have augmented the funds of the Sarnia Band.

5. That the Walpole Island Band, under the Memorial dated the 20th day of March, 1869, aforesaid, made application to be allowed to participate in the interest moneys of the proceeds of the late subsequent sales aforesaid, deeming themselves to have more and better title to receive benefit therefrom than the aliens who reside on the Sarnia Reserve with the Sarnia Band, and who annually receive the said moneys, but their application having not been granted, therefore the two Bands in Council assembled in the Council House, on the Sarnia Reserve, on

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the 30th day of June, 1870, after mature deliberation and perfect understanding, came to an amicable agreement to form themselves into one and the same people as they were previous to 1831, and to hold their annuity moneys as they did prior to 1848, and to participate equally in the future sales, if any, of their unceded lands.

6. That they are opposed in carrying out the arrangement by a body of aliens aforesaid, who, about the year 1837, emigrated from the State of Michigan, and to whom, upon their arrival into Canada, a permission was granted them to make their temporary abode on the lower part of the Sarnia Reserve. Afterwards some returned to their own possessions in said State, but others have remained, and their possession to the lands they now occupy on said Reserve has been a mere continued one, as no proof can be adduced that the lands were given them for good, either by act of Council, Document or Waumpums.

(Any agreement accompanied by Waumpums is as obligatory and binding among the Indians as agreements are among the whites, when accompanied by written documents.)

7. That a list marked "H," herewith exhibited, of the various cessions of lands in the Province of Ontario, furnishes an undeniable proof that the Indians, being divided in separate Body, Band or Tribes, have had inhabited and claimed separate tracts of land, and that the Government have from time immemorial acknowledged it from the fact that it has treated with each Tribe independently and separately for a cession of lands, and that each is paid with the money representing the Tract which that Tribe has ceded, but not from any other source. And upon reference to the Deed of Cession dated the 10th day of July, 1827, aforesaid, which is in the Indian Office at Ottawa, it will appear that the said Nation, composing four hundred and forty persons, were the sole and independent proprietors of the said Tract by them ceded in that period; and, therefore, no other Indians belonging to other Tribes having lands and annuity moneys elsewhere can have the right of participating in their annuity and occupying their lands.

8. That in order to show that the said aliens have lands and other claims in the said State of Michigan, copies of the Treaties which they made with the United States Government and also a report of Wm. N. Fisher, who has been engaged in collecting evidence, are herewith exhibited and respectively marked K., L., M., N. and O. A list of the said aliens also accompanies this Memorial and is marked P.

9. That undoubtedly the Government would have made an allotment of lands for their residence as was done to the Six Nations, of Grand River, and Moravian Indians, of the Thames, for their loyalty to the Crown; but having been well provided for by the United States, whose friendship and protection they acknowledged, they did not apply for lands from the Crown upon their arrival into Canada.

10. That upon the arrival of the said Six Nations and Moravian Indians, there were large Tracts of unceded lands, then in possession of other Tribes, whereon they might have been located and settled, but the Government deeming it imprudent to intrude upon said lands granted them lands for their residence out of the ceded lands. Therefore, the said Sarnia and Walpole Island Bands, being your Memorialists, feel unjustly dealt with on account of their lands being taken and occupied by other Indians, who have lands and moneys elsewhere.

11. That your Memorialists as much appreciate their annuity moneys and lands as any white man does his own money and cleared farm, and they continue to give away their property without any compensation for their respective individual shares to the annuity will be very small; therefore they cannot afford any longer to allow the said aliens to participate in it, and they demand the protection of the Government in the maintenance of their rights, for there can be no injury inflicted upon the said aliens because they have lands and moneys in their own country.

12. That since the Sarnia Reserve has been subdivided by survey into lots, whenever any one of the young men desires to locate, the Indians in Council decide by vote as to which lot he may occupy, and the said aliens thereby argue that the action renders sufficient means by which they become the joint proprietors of the Reserve and the annuity moneys. Your Memorialists submit the following for your consideration as showing that such is not the case:—

First. The intention is for deciding as to which lot he or they may occupy, and can only be held for that purpose.

Second. It only provides means for preventing conflicting settlements and the consequent strife, and cannot be held as rendering admission to the said aliens to become the joint proprietors of the Reserve.

Third. It does not render a gift of the land, because Indians occupying land never reduced it to personal enjoyment as a separate individual estate or property.

Fourth. The aliens have exercised votes on the matter and theirs cannot be legal because they have no lands on the Reserve to give, having in the first instance not been admitted to become the joint proprietors thereof.

Fifth. If it should be held sufficient to render a complete gift of the land, it places in the power of any one to dispose his or her lot to any person he pleases, contrary to the usual mode in which lands are held and disposed of among the Indians, and also takes away the lands without any compensation whatever from the Walpole Indians which they have never relinquished.

13. That some women, originally belonging to the Sarnia Band, are married to some of the said aliens, and instead of acting upon the principle which prevails among other Tribes, and which was pursued by the Superintendent, Mr. R. Mackenzie, on the 2nd of November last, when inquiring and deciding as to who should be entitled to share in the annuity realized by the sale of the Bear Creek Indian Reserve on River Sydenham, that any Indian woman marrying an Indian belonging to another Band shall cease to be a member of her own Band and shall become a member of the Band to whom her husband belongs, and shall forfeit her interest and title to the annuity belonging to her own Band, and shall be entitled to share that of the Band of whom she becomes a member by marriage. Your Memorialists, to manifest their liberality and good disposition on account of their women, will set apart a certain sum out of their annuity with which the Government may open an account with them, provided they prefer remaining in Canada.

14. That your Memorialists, for your consideration, submit the following for providing a residence for the said aliens:—

First. That upon reference to the Deeds or Treaties of cessions of lands adjacent to Walpole Island, respectively made in the year 1822, 1827 and 1790, no mention of said Island is made, nor is it situated within the boundaries thereof, and therefore it could not be set apart for any particular Tribe.

Second. That, as appears from records after the conclusion of the last war with the United States, it was, as also the Manitoulin Island specially set apart to be the home of Indians who might have forfeited the lands in the States, for taking up arms with the British against that country.

Third. That said Island being not, as aforesaid, within the said cession of 1827, could not form a part of the Tract ceded in that year, and therefore could not and cannot belong to that portion of your Memorialists residing thereon.

15. That having no title to the said Island, and having ample room for their residence on their own lands so reserved within the said cession, therefore they now come to the conclusion to vacate the Island by removing to the Sarnia Reserve, and will thus necessarily give room for the residence of the said aliens should they wish to remove and settle thereon. By this no injury can be inflicted upon them, as on this Island there are two churches and two schools, which would be conducive to

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their welfare and prosperity, the soil fertile, whilst the surrounding waters contain fish and fur-bearing animals in abundance.

16. That other Indians reside on the Island whom your Memorialists do not wish to disturb, composed of Chippeways, Pottawatomies and Ottawa Indians, who came to the Island between the years of 1831 and 1840, from the following places, viz: Swan Creek and Salt Creek, in Michigan; Miami, in Ohio; Bear Creek and Amherstburg, in Canada. Two lists, respectively marked R. and S., accompany this Memorial, showing the number of that part of your Memorialists residing thereon and the other Indians.

17. That your Memorialists submit the following as showing the moneys and lands which would fall to the benefit of your Memorialists and the Indians above alluded to of the Island, viz:

For the Benefit of the Walpole Island Indians.

1. Walpole Island for their residence.
2. Moneys received for sales of timber thereon.
3. Moneys received for the sale of 300 acres in Auderdon Township.
4. Moneys received for the sale of Peach Island.
5. Moneys to be realized by sales of the Indian Islands in Lake Erie.
6. One third of the amount received from the sales of the Fighting Island in the River Detroit. (This amount, however, is for the Pottawatomies only.)
7. A part of the moneys received from the sales of the Bear Creek lands on the River Sydenham, provided the Government grants the prayer of the Bear Creek Indians of Walpole Island to have a part of the moneys transferred to them.

For the Benefit of Your Memorialists:

1. Sarnia Reserve for their residence.
2. Two Reserves in Bosanquet.
3. The Annuity of £1100, under the arrangement herewith proposed, the \$1800, being a part of the said annuity and which now stands to the credit of the Walpole Island Chippeways, is to be re-transferred to the Sarnia Band.
4. Moneys realized by the sales of lands in Moore, Enniskillen and Sarnia.
5. Fawn Island in River St. Clair.
18. That your Memorialists, out of their annuity funds, will pay for improvements to the said aliens made on the Sarnia Reserve; and that the improvements now owned and occupied by your Memorialists on Walpole Island shall not be sold to any other persons whatever except to the said aliens who may avail themselves of removing and settling thereon. The value of said improvements to be estimated by some competent and disinterested party to be appointed for that purpose by the Department.

19. That your Memorialists having well considered their present position and circumstances, are of opinion to be more for their interest and welfare to dispose of the whole or a part of their present Reserve, which though very highly valuable, is of rather small benefit to them, as a great portion thereof lies in fallow and waste on account of the stiff clay soil, which demands an expert agriculturalist, to which stage your Memorialists have as yet not attained, provided they receive a good price for it; and provided, should they surrender the whole, that the Government purchase out of their annuity funds a tract of land, its extent to be agreeable to their numbers, and to be held like all other Indian Reserves, somewhere in the Western section of Ontario. But so long as the said aliens are allowed to share in the privileges and rights of your Memorialists, they cannot consent to a surrender of their lands, for they cannot any longer allow aliens to have a voice and control in their affairs.

20. That the moneys hereinbefore referred to, be set apart for the said aliens, should be so placed as to form a part of the moneys alluded to in the 17th clause, to be credited to the account of the Indians of Walpole Island in consideration of them becoming a part of those Indians, should they remove and settle on said Island.

21. That your Memorialists submit the following for your consideration as showing the circumstances and manner how and why the said aliens became the recipients of the said annuity :

1. That shortly after the arrival of the said aliens they became the recipients of presents from the Crown, the said Sarnia Band then raising no objections thereto, because they were a matter of Free Grant from the Imperial Government.

2. That when the said presents were discontinued, in lieu thereof, money, then called the commutation money, was continued to be paid to Indians for a short time, and when the same was discontinued the annuity money, being a payment for lands ceded to the Crown, has been continued, but no part thereof has been paid to those Indians who never had any lands ceded to the Crown, such as the Muncey Indians of the Thames; Chippeways, of Point au Pelee; Pottawatomes, and Ottawas, of Walpole Island.

3. But instead of discontinuing to pay the said aliens, their names continued to appear on the Payment Roll, and have in consequence received payment, although many of the Sarnia Band objected, but such objection has never been brought before the Government.

22. That the intention of your Memorialists of excluding the said aliens from any further participation in their annuity moneys and residing on their lands, is but a fair comparison of the action taken by the Government in the discontinuance of the said presents which were formerly annually issued to Indians for many years, and which were discontinued because there was never any direct pledge given to continue the Loon to them.

23. That your Memorialists therefore deem their demand, to be protected and guaranteed in the maintenance of their rights in carrying out the arrangement herein proposed, not at all unreasonable, for there has been no pledge given to the said aliens.

Always unhesitatingly loyal to Her Majesty, they feel confident that her Honorable Officers will remove the dissatisfaction from the minds of her most loyal-loving aliens.

And in connection with this Memorial they respectfully call and direct your attention to the accompanying Affidavits and other Documents referred thereto.

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"A."

Walpole Island, 8th Oct., 1848.

We, the undersigned, Chippeway Chiefs of Walpole Island and Port Sarnia, in full Council assembled, have unanimously agreed that a new division of our annuity be now made, and that our Superintendent be requested to forward our agreement to Montreal, viz: To the Walpole people the sum of three hundred and fifty pounds currency, and to the Sarnia people the sum of seven hundred and fifty pounds per annum.

ME-SHE-BE-SHE, WAWANOSH,
 NAGESHIK, QUA-KE-GWAN,
 PETER WEGESHIK, OSHAOGDMAW,
 QUAQUAKEBOOGK, NAWETCHEGESHIK.

Certified by J. B. Clench, Supt. Indian Affairs; Henry P. Chase, I.I.D.; George Whitefield, S. Master.

"B."

Affidavit of Chief Joshua Wawanosh, made the 25th November, 1870, before R. S. Gurd, Sarnia,

States that he believes himself to be about 80 years of age, was born at a place about 10 miles east of Sarnia, and has been the Head Chief of the St. Clair Band of Chippeways, and was one of the Chiefs who were parties to the cession made in the year 1837. That he very well knows and remembers the circumstances which took place at the time of the cession aforesaid, viz: A provisional agreement was first entered upon and immediately thereafter, some officials, white men, inquired as to the total number of the Indians then claiming and inhabiting the said Tract ceded; they were very particular in inquiring the names and the birth place of the Indians, to ascertain who were the proper owners and who were the American Indians, and afterwards, after finding that the number of the proper claimants were four hundred and forty persons, another paper deed was executed and signed by the Chiefs conveying said Tract to the King of England. That about the year 1837—cannot say exactly when—a considerable sensation was felt among the Indians and whites of the St. Clair Reserve and Port Sarnia by the arrival of Indians, representing themselves to be Saginaw Indians, from the State of Michigan. They encamped on the Banks of the St. Clair river, about one mile above the Town of Sarnia. That subsequently they made their Wigwams on the lower part of the St. Clair Reserve. They never asked permission to become members of the St. Clair Band of Chippeways but were permitted to make their temporary stay on said Reserve. Afterwards a considerable number returned to their own possessions in Michigan. That he was always told by them that they fled from their own country to avoid being forced to remove west of the Mississippi, and after the excitement was abated they returned to their own country. That others remained, but the land had never been given them for good, and it was only one man named Nahpoo who asked him to become a member of the said Band. He (the said deponent) then went and asked the advice of the Indian Department, but was told that permission could not be granted to Nahpoo to become a member of the said Band. And to such as have remained in Council was ever held, for Wauumpums or Documents given to show that the lands were given them for good. That he knows to be the allens who came from Michigan, whose names appear in the list marked "S," and which has been read to him. That a certain part of his Band settled on Walpole Island, and in the year 1848 the annuity was by him and others divided into two parts, but the lands reserved, to his personal knowledge, have never been a matter of partition between them. That in former years the

agents of the Indian Department always advised him to collect together his people on the Sarnia Reserve, but those of Walpole Island have not for many years listened to him, preferring to lead a hunting life on and in the country adjacent to the said Walpole Island. He (deponent) further says that his people on Walpole Island are not justly dealt with because they have been denied of receiving benefit from the lands so set apart for them from the cession aforesaid,

"F."

Affidavit of Joseph Wawanosh.

I believe myself to be about 45 years of age. Was born near Sarnia at Lake Wawanosh, and am the son of Chief Joshua Wawanosh. I remember when the Indians, calling themselves Saginaw Indians, arrived into Canada from the State of Michigan. They were destitute and had no place to make their home. I then understood that an aged man, a sort of leader among them, asked for a permission to make their temporary home on the lower part of the Sarnia Reserve, to plant and raise some Corn, Potatoes and Pumpkins. My father gave him a permission. It has been the custom and law of the Tribe, that whenever anything important is to be done the Chiefs and head men with their warriors, consult together upon the matter, and if my father intended to give the lands to the said Saginaw Indians this would have been the course taken by him and others of the Tribe, but to my personal knowledge such has never taken place. Upon the arrival of the said Saginaw Indians and thereafter they, too, received presents from the Crown, and there was always a distinction observed between the presents and the merchandise purchased by the annuity, for whilst the said Saginaw Indians received only the presents the Sarnia Tribe received both. Sometimes the annuity money was paid and distributed to the Indians in the shape of merchandise and sometimes in money. I remember that my father, to show good feelings and kindness, sometimes gave money and provisions to the Saginaw Indians out of the annuity. After sometime some returned to their own possessions in Michigan, but a few others have remained, and to my personal knowledge, no Council had ever been held to accept and admit them to become the joint proprietors of the Sarnia Reserve and the annuity moneys. I cannot say when, but I remember that houses were erected on the Sarnia Reserve, and that Wm. Jones was then Superintendent. The Indians were then to be collected and dwell in the houses. After having resided and lived in the said houses, many removed and settled on Walpole Island, because, as they stated, they could not work the stiff clay soil on the Sarnia Reserve; and that the Walpole Island and its surrounding waters containing fish in abundance, wild fowl and fur-bearing animals induced them to remove thither. The Tribe having thus become divided, to my personal knowledge, they have never divided between them of any of the lands so reserved within the cession of 1827, except the annuity, which was partitioned between them in 1848. How it was that the Moore Reserve was ceded by the Walpole Chippeways only, I do not know, except that my father used to tell Oshaogemaw, a late Chief, to watch and take care that no white man resides or occupies it, but this, telling him so, did not render a division of the lands.

Affidavit of Charles Gordon.

I think I am about forty-four (44) years of age. I am a Chippeway by birth and belong to the Chippeway Indians, who in the year 1827 ceded their lands to the Crown, I remember that it was a general talk among the Tribe that their Father wanted to consolidate them all in Sarnia Reserve and were promised that good houses would be built for their residence.

They were then scattered in different places, living in Wigwams, and were all Pagans, they at first disliked the idea of living in houses because, as they thought, they would then become christians, which, as Pagan, they then hated.

After much persuasion they gathered and lived in the houses thus erected for them, but after a while many removed and settled on Walpole Island. The Aliens—Saginaw Indians—were not then residents with the Tribe nor till a long time afterwards that they came over from Michigan. Some from Saginaw and others from Black River and other places.

When they come no Council then, nor since and up to this date have ever been held among the Sarnia Chippeways for the purpose of admitting them to become the joint proprietors of the Sarnia Reserve and the annuity. After staying awhile a large body of them returned to Michigan to their own homes and some have remained to this day.

To my knowledge—I never knew of any Council being held by the Tribe since they became separated; some now residing on the Sarnia Reserve and others on Walpole Island, for the purpose of dividing the lands so reserved for them.

“O.”

Report of Wm. N. Fisher, Interpreter of Walpole Island.

Upon a perusal of the Treaties respectively marked—it will be seen that large tracts of land were ceded for large sums of money by the Indians then in possession of those lands to the United States Government.

That the said Indians not only surrendered the lands but also claimed the protection and acknowledged the friendship of the United States.

That since the year 1307, various subsequent Treaties were made by the Indians in which they have always been well provided for.

But the most important one of the Treatise is that which was made and concluded at Detroit, on the 1st July, 1855, between the United States by their Commissioners, George W. Manypenny and Henry C. Gilbert, and the Ottawa and Chippeway Indians residing within the State of Michigan, and which Treaty was ratified by the President, Franklin Pierce, on the 10th September, 1856.

Under this Treaty the then dispersed Bands were consolidated into settlements, some in Isabella County, about sixty miles from Saginaw, off Lake Huron, some in Oceana and Mason Counties on the eastern shores of Lake Michigan, and others in the northern parts of the State.

Article first provides that the “United States will withdraw from sale for the benefit of said Indians, all the unsold public lands within the State embraced in the following descriptions.” The locations of lands are described.

“The United States will give to each Ottawa and Chippeway Indian, being the head of a family, 80 acres of land, and to each single person over 21 years of age, 40 acres of land.”

Article second. The United States will also pay to the said Indians the sum of \$ 533,400 in manner following to wit:—\$ 80,000 for educational purposes; \$ 75,000 in the purchase of agricultural implements, carpenters tools, household furniture, building materials, cattle, labor and such other articles as they might require, and also in assisting them for removing to their new homes.

\$ 42,000 for the support of four black-smiths, for benefit of said Indians. \$31,000 to be paid in coin as other annuities.

Article third. “The Ottawa and Chippeway Indians hereby release and discharge the United States from all liability on account of former treaty stipulations, it being distinctly understood and agreed that the grants and payments hereinbefore provided for, are in lieu and satisfaction of all claims, legal and equitable, on the part of said Indians joint-

ly and severally against the United States, for land, money or other things guaranteed to said Tribes or either of them by the stipulations of any former Treaty or Treaties.

Under this Treaty the Tribal organization of the said Indians ceases, and provides for the issuing of Patents as confirmation of their title to the lands.

In the month of October last, between the 10th and 17th, being commissioned, I visited the Chippeways in Isabella County for the purpose of ascertaining whether or not at any time the Foreign Indians, now residing on the Sarnia Reserve ever availed themselves of the benefits conferred by the Treaty.

A list of the heads of families was furnished me which I took and presented to some of the principal men. They recognized all the names and told me that those Indians formerly belonged to their Tribes, and that nearly all of them made, some by themselves and others by their friends, selections of lands and made considerable improvements thereon.

They further stated they have tried to persuade their bretheren to return to their possessions, and at the present time if they would do so they would be entitled to the benefits conferred by the said Treaty.

With respect to the Ottawas of Walpole Island, although formerly belonging to the Ottawas of the Occana and Mason Counties, have never in anywise received any benefit under the said Treaty.

The Pottawatomies of said Island who number about 150 appear to have been regarded by the United States as a distinct Tribe from the Ottawa and Chippeway Indians, and having lands separate from that of the others. Their principal leader was "Micksawba." Having left the State and coming into Canada their lands appear to have been sold, and the money placed at investments. The late Mr. Robert Johnson entered into correspondence with the Government at Washington respecting the claim. I myself was Mr. Johnsons Interpreter in his transactions of the business. The Government reported of \$280,000, as a sum due to the said Pottawatomies under the Treaty of the 19th. Sept., 1827, marked X accompanying the Memorial. Mr. Johnson having died no further action was taken in the matter.

WM. N. FISEER.

Walpole Island, Nov. 9th, 1870.

"H,"

List of Surrenders of Indian Lands in Upper Canada.

BY THE CHIPPEWAYS.

- May 12, 1781, Island of Michellmacknac. Consideration, £5000.
 May 19, 1795, 28,00 acres—land, water and islands—Penetanguishene, Nottawasaga and Saugeen Bay. £101.
 September 7, 1796, 132,000 acres north side of the Thames, about 10 miles above the Delaware Village to the upper fork adjoining Oxford. — £1,200.
 September 7, 1796, 88,000—Chenail Ecartle. £300.
 August 8, 1798, Island of St. Joseph, 120 miles in circumference. £1200.
 November 17, 1815, 250,000 acres—Kempfeldt Bay, on Lake Simcoe, to Lake Huron. £4000.
 October 17, 1818, 1,592,000 acres—Huron Tract (Huron District). £20,000. Annuity, £1200.
 November 5, 1818, 1,951,000 acres—Home District, Lake Simcoe, commencing at the Township of Baydon. \$12,000. Annuity, £740.
 March 9, 1819, 552,000 acres north of the River Thames. £10,000. Annuity, £600.
 July 8, 1822, 580,000 acres—Longwood Tract. £10,000. Annuity, £600.
 July 10, 1827, 2,200,000 acres—London and Westminster District. Consideration, £18,500. Annuity, £1100.

This Tribe of Chippeways now reside on their reserve near Sarnia, some at Kettle Point and others on Walpole Island. Their numbers in 1827 were 440.

BY THE MISSISSAGAS.

July 8, 1792, 3,000,000 acres, commencing 4 miles West of Mississaga Point. £1180, 7s. 4d.

August 8, 1797, 3,450 acres—Burlington Bay, Lake Ontario. £75, 2s. 6.

August 1, 1805, 25,880 acres—Toronto purchase.

September 6, 1806, 85,000 acres—Home District—commencing East Bank Etobecoke. £1,000, 5s.

October 17, 1816, 428 acres, Township of Thurlow. £107.

October 28, 1818, 648,000 acres, Mississaga Tract, Home District. £3500.

February 8, 1820, 2,000 acres—E. on the Credit Reserve. £50.

November 28, 1820, 2,748,000—Midland and Johnston District. £11,000.

BY THE CHIPPEWAYS, OTTAWAS, POTTOWATOMIES AND HURONS.

May 19, 1790, 2,000,000 acres, commencing at the mouth of Catfish Creek, 10 miles East Port Stanley, on Lake Erie, District of Hesse. £1,200.

September 11, 1800, 1,078 acres—Huron Church Reserve. £300.

BY THE MORAVIANS.

October 25, 1836, 52,000 acres, Township of Zone. £2,500.

BY THE SAUGEEN.

August 9, 1836, 1,500,000 acres. £21,000.

OJEBWAS OF LAKE SUPERIOR.

Lake Superior Tract not estimated. Consideration, £500.

Lake Huron Tract, not estimated. Consideration, £600.

NOTE.—There are other late subsequent surrenders made by each of the above-named Tribes from their respective Reserves.

“L.”

Articles of a Treaty.

Sept. 24, 1819. Proclamation, May 25, 1820.

Made and concluded at Saginaw, in the Territory of Michigan, between the United States of America, by their commissioner, Lewis Cass, and the Chippeway nation of Indians.

ART. 1.—The Chippeway nation of Indians, in consideration of the stipulations herein made on the part of the United States, do hereby forever cede to the United States the land comprehended within the following lines and boundaries. Beginning at a point in the present Indian boundary line which runs due north from the mouth of the great Auglaize river, six miles south of the place where the base line, so called, intersects the same, thence west sixty miles, thence in a direct line to the Thunder Bay River, thence down the same, following the courses thereof, to the mouth, thence north west to the boundary line between the United States and the British Province of Upper Canada, thence with the same to the line established by the Treaty of Detroit, in the year 1807, thence with the said line to the place of beginning.

ART. 2.—Synopsis. Reservations made from the cession for the use and occupation of the said Chippeway nation of Indians:—8,000 acres on the east side of the River Au Sauble, 2,000 acres on the River Mesagwisk, 6,000 acres on the north side of the River Kaw Kawling, 576,000 acres on Flint River, 8,000 acres on Huron River, one Island in Saginaw Bay, 2,000 acres where Nabobash lived, 1,000 on Saginaw River, 640 acres on Huron River, 2,000 acres at the mouth of Auglaize River, 1,000 acres on Huron River, at Menoquots village, 10,000 on Shiawasse River, at

Big Rock, 3,500 acres on Shiawassee River, at Ketchewaundaunk, 6,000 acres on Tatabawasink River, at Little Fork, 6,000 acres on Tatabawasink River at Blackbirds Town, 40,000 acres on the west side of the Saginaw River.

ART. 3.—Synopsis. Reservations of land made to the use and benefit of individual Indians.

ART. 4.—In consideration of the cession aforesaid the United States agree to pay to the Chippeway Nation of Indians, annually forever, the sum of one thousand dollars in silver, and do also agree that all annuities due by any former Treaty, to the said Tribe, shall be hereafter paid in silver.

ART. 5.—Synopsis. The right of hunting and making sugar on ceded lands granted to the said Nation.

ART. 6.—The United States to pay for improvements made by the Indians on lands ceded.

ART. 7.—The United States reserve the right and authority to make roads on or through any part of the lands so reserved.

ART. 8.—The United States to furnish the Indians a blacksmith, farming implements, &c.

ART. 9.—Treaty to be obligatory when ratified. In testimony whereof the said Lewis Cass, Commissioner, as aforesaid, and the Chiefs and Warriors of the Chippeway Nation of Indians have hereunto set their hands, at Saginaw, in the Territory of Michigan, this 24th day of Sept. A. D., 1819.

LEWIS CASS,
PAKENOSEGA,
KEKENUTCHEGA,
CHIMOKEMOW.*

And one hundred and eleven others.

KABAYAW'S Father*.

“ M,”

Articles of a Treaty.

May 9, 1836. Proclamation, May 25, 1836

Made at Washington in the District of Columbia, on the 9th day of May, A. D. 1836, between Henry R. Schoolcraft, Commissioner, on the part of the United States, and the Chiefs of the Swan Creek and Black River Bands of the Chippeway Nation, residing within the limits of Michigan.

Whereas certain reservations of land were made to the said Bands of Indians in the Treaty concluded at Detroit, on the 17th day of November, 1807, and these Reservations after having been duly located under the authority of the Government, have remained in their possession and occupancy to the present time, and whereas the said Indians actuated by considerations affecting their permanent improvement and happiness are desirous of fixing their residence at some point more favorable to these objects, and have expressed their wishes to dispose of the same and authorized their Chiefs to proceed to Washington for the purpose of making the arrangement. It is therefore after mature deliberation on their part agreed as follows:

ART. 1.—The Swan Creek and Black River Bands of Chippeways cede to the United States the following tracts, namely:—One tract of three miles square or five thousand seven hundred and sixty acres on Swan Creek of lake St. Clair. One Tract of one section and three quarters near Salt Creek of said lake. One tract of one fourth of a section at the mouth of the River Auvaseaw, contiguous to the preceding cession. And one tract of two sections near the mouth of Black River of the River St. Clair, estimated to contain in the aggregate, eight thousand three hundred and twenty acres to the same more or less.

ART. 2.—In consideration of the foregoing cession, the United States agree to pay to the said Indians the nett proceeds of the sale thereof, at

to deducting the cost of survey and sale, and the contingent expenses attending the Treaty. The lands shall be surveyed and offered for sale in the usual manner, at the land office in Detroit, as soon as practicable after the ratification of this Treaty. A special account shall be kept at the Treasury of the amount of the sale of the said land, and after deducting therefrom the sums hereinafter stipulated to be advanced by the United States, ten thousand dollars shall be retained by the Treasury, and shall be paid to the said Indians in annuities of one thousand dollars a year for ten years. And the residue of the fund shall be vested by the Secretary of the Treasury in the purchase of some state Stock, the interest of which shall be annually paid to the said Indians like other annuities. Provided, that if at any time hereafter the said Indians shall desire to have the said stock sold and the proceeds paid over to them, the same may be done if the President and the Senate consent thereto.

ART. 3.—The United States shall advance to the said Indians, on the ratification of this Treaty to be deducted from the avails of the lands the sum of two thousand five hundred dollars, and also goods to the value of four thousand dollars, to be purchased in New York and delivered in bulk, at their expense, to the proper Chiefs at Detroit, or at such places on Lake St. Clair as the Chiefs may request, together with the expenses of the Treaty, the journeys of the Indians to and from Washington, and their subsistence and other expenses at the seat of Government.

ART. 4.—The United States shall furnish the said Indians eight thousand three hundred and twenty acres, or thirteen sections of land, west of the Mississippi or north-west of St. Anthony's Falls, to be located by an Agent or Officer of the Government, and the evidence of such location shall be delivered to the Chiefs. In testimony whereof the said Henry R. Schoolcraft, Coms'r, as aforesaid, and the undersigned Chiefs of the said Bands of Chippeways have hereunto set their hands at Washington, the seat of Government, the day and year above expressed.

HENRY SCHOOLCRAFT.
ESH-TON-O-QUOT,
NAYGEESHIG,
MAY-ZIN,
KEE-WAY-GEE-SHIK.

Signed in presence of six witnesses.

“N.”

Articles of a Treaty.

Dec. 20, 1837. Proclamation, July 2, 1838.

Made and concluded at Flint River, in the State of Michigan, 20th day of December, 1837, between the United States, by Henry R. Schoolcraft, Commissioner, duly authorised for that purpose and Acting Superintendent of Indian Affairs, and the Saginaw Tribe of Chippeways.

ART. 1.—It is agreed that the sum of fifty cents per acre shall be retained out of every acre of land ceded by said Tribe by the Treaty of the 14th of January, 1837, as an indemnity for the location to be furnished for their future permanent residence, and to constitute a fund for emigrating thereto.

ART. 2.—The United States agree to reserve a location for said Tribe on the head waters of the Osagee River, in the country visited by a delegation of the said Tribe during the present year, to be of proper extent, agreeable to their numbers, embracing a due proportion of wood and water, and lying contiguous to Tribes of kindred language. Nor shall anything contained in the sixth article of the Treaty of the 14th Jan., 1837, entitled them at this time to a location in the country west of Lake Superior.

ART. 3.—Nothing embraced in the fifth Article of said Treaty shall obligate the United States at the present time, to advance from the Treasury the entire amount appropriated by the said Tribe in the fourth article of said Treaty, but the President shall have authority to direct such part of the said moneys to be paid for such objects indicated, so far as the same are not hereinafter modified, as he may deem proper; Provided, that the whole sum so advanced shall not exceed seventy-five thousand dollars, and the reduction shall be made upon the several items ratably or in any other manner he may direct, Provided, that the balance of said appropriation or of any item or items thereof, shall be paid out of the proceeds of the ceded lands, as soon as the funds will permit, as the President may direct.

ART. 4.—The first and second clauses of the fourth article of the Treaty of the 14th Jan. 1837, and the tenth article of said Treaty are hereby abrogated and in lieu thereof it is agreed the United States shall pay to said Tribe, in each of the years 1838 and 1839 respectively, an annuity of five thousand dollars, and goods to the amount of ten thousand dollars, to be advanced by the Treasury, and to be refunded out of the first proceeds of their lands. But no further annuity, nor in any higher amounts, shall be paid to them by virtue of the Treaty aforesaid, until the same shall be furnished by the interest of the proceeds of their lands, vested in conformity with the provisions of the third article of said Treaty.

ART. 5.—Several of the chiefs entitled to payments by schedule "A" affixed to the Treaty aforesaid, having died within the year, it is agreed that the proportion of the fund they would have been entitled, may be re-divided in such a manner as the President may direct.

ART. 6.—The said Tribe set apart nine thousand and eight hundred dollars out of the fund arising from the sale of their lands, to be paid to the individuals named in a list of claims hereunto annexed.

(This article was stricken out by the Senate.)

ART. 7.—No Act of Congress shall confer upon any citizen or other person the right of pre-emption to any lands ceded to the United States by the Treaty of the 14th Jan., 1837, hereinabove referred to. Nor shall any construction be put upon any existing law respecting the public lands granting this right to any lands ceded by said Treaty.

ART. 8.—The United States will pay the expenses of this negotiation, together with the unpaid expenses of the prior negotiations with said Tribe, of the 24th May, 1836, and the 14th January, 1837.

In testimony whereof, &c.

HENRY R. SCHOOLCRAFT, Commissioner,

OGISNA-KEGIDOO,
TONDAGONEE,
MUK-KUKOOSH,
OGIMAUS,
OTTAWAUS,

MUSH-KOOTAGWIMA,
PEE-TWA-WEE-TAM,
ACQUIE-WEE-ZAIS,
KAU-GAY-GEE-SHIK,
WASO.

Signed in presence of eleven witnesses.

"K."

Articles of a Treaty.

November 1807. Proclamation, Jan. 27 1808.

Made at Detroit this 17th day of November, A. D. 1807, by William Hull, Governor of the Territory of Michigan, and Supt. of Indian affairs and sole Commissioner of the United States, to conclude and sign a Treaty or Treaties with the several Nations of Indians north-west of the River Ohio, on the one part, and the Sachems, Chiefs and Warriors of the Ottawa, Chippeway, Wyandotte and Pottawatomy Nations of Indians, on the other part; to confirm and perpetrate the friendship which happily subsists between the United States and the Nations aforesaid. To manifest the sincerity of that friendship and to settle ar-

rangements mutually beneficial to the parties. After a full explanation and perfect understanding the following articles are agreed to, which when ratified by the President, by and with the advice and consent of the Senate of the United States, shall be binding on them and the respective Nations of Indians.

ART. 1.—The Chiefs, Sachems and Warriors of the Nations aforesaid, in consideration of the money and goods, to be paid to the said Nations by the Government of the United States, as hereinafter stipulated, do hereby agree to cede, relinquish, and forever quit claim unto the said United States, all right, title and interest which the said Nations now have, or claim, or ever had or claimed, in or unto the lands, comprehended within the following described lines and boundaries: Beginning at the mouth of the Miami River of the Lakes, and running thence up the middle thereof to the mouth of the great Auglaize River, thence running due north until it intersects a parallel of latitude to be drawn from the outlet of lake Huron, which forms the River St. Clair, thence running north-east the course that may be found will lead in a direct line to White Rock, in lake Huron, thence due east until it intersects the boundary line between the United States and Upper Canada, in said lake, thence southwardly, following the said boundary line down said lake through River St. Clair, lake St. Clair and the River Detroit into lake Erie, to a point due east of the aforesaid Miami River, thence west to the place of beginning.

ART. 2.—It is hereby stipulated and agreed on the part of the United States as a consideration for the lands ceded by the said Nations aforesaid in the preceding article, that there shall be paid to the said Nations at Detroit, ten thousand dollars in money, goods, implements of husbandry or domestic animals, (at the option of the said Nations, seasonably signified through the Supt. of Indian affairs, residing with the said Nations, to the Department of war,) as soon as practicable after the ratification of the Treaty by the President, with the advice and consent of the Senate of the United States, of this sum, three thousand, three hundred and thirty-three dollars and thirty-three cents and four mills shall be paid to the Ottawa Nation; three thousand, three hundred and thirty-three dollars, thirty-three cents and four mills shall be paid to the Chippeway Nation; one thousand, six hundred and sixty-six dollars and sixty-six cents and six mills to the Wyandotte Nation; one thousand, six hundred and sixty-six dollars, sixty-six cents and six mills to the Pottawatomie Nation, and likewise an annuity forever of two thousand and four hundred dollars, to be paid at Detroit in manner as aforesaid, the first payment to be made on the first day of September next, and to be paid to the different Nations in the following proportions:—\$ 800 to the Ottawas, \$ 800 to the Chippeways, \$ 400 to the Wyandotts and \$ 400 to such of the Pottawatomies as now reside on the River Huron, of Lake Erie, the River Raisin and the vicinity of said Rivers.

ART. 3.—It is further stipulated and agreed, if at any time hereafter the said Nations should be of the opinion that it would be more for their interest that the annuity aforesaid, should be paid by instalments, the United States will agree to a reasonable commutation for the annuity and pay it accordingly.

ART. 4.—The United States to manifest their liberality and disposition to encourage the said Indians in agriculture, further stipulate to furnish the said Indians with two blacksmiths one to reside with the Chippeways at Saginaw, and the other to reside with the Ottawas at the Miami during the term of ten years, said blacksmiths are to do such work for the said Nations as shall be most useful to them.

ART. 5.—Synopsis. Indians to have the privilege of hunting on the lands ceded

ART. 6.—Synopsis. Reservations of land made within the cession.—One tract of six miles square on the Miami of lake Erie. One tract of three miles square on the said River, including Presque Isle. One tract

of four miles square on the Miami Bay. One tract of three miles square on the River Raisin. Two sections of one mile square each, on the River Rouge. Two sections of one mile square each at Tonquish's village, near the River Rouge. One tract of three miles square on the lake St. Clair, at Maconse's village. Six sections, each containing one mile square, within the cession aforesaid, in such situations as the said Indians shall elect.

ART. 7.—Indians acknowledge the protection of the United States. In Testimony whereof, &c.

WILLIAM HULL.

Chippeways.
PE-WAN-SHE-ME-WOGH.
MA-WAN-SHE-GAU-TA.
and 15 others.

Ottowas.
AU-BAW-WAY.
KE-WACHE-WAN.
and 3 others,

Pottawatomes.
TOQUISH.*
NO-NA-MEE.
and 3 others.

Wyandotts.
SKA-HO-MAT.
and 2 others

* Father of Diamond Petahna, a Pottawatomy Indian of the Sinclair Reserve.

“X.”

A Treaty.

September 19, 1827. Proclamation, February 23, 1829.

Between the United States and the Pottawatomy Tribe of Indians, in order to consolidate some of the dispersed Bands of the Pottawatomy Tribe in the Territory of Michigan, at a point removed from the road leading from Detroit to Chicago, and as far as practicable from the settlements of the whites, it is agreed that the following tracts of land heretofore reserved for the use of the said Tribe, shall be and they are hereby ceded to the United States.

Two sections of land at the River Rouge. That part of the reservation at Macoon, on the River Raisin which yet belongs to the said Tribe, containing six sections excepting therefrom one half of a section, where the Pottawatomy chief Moran resides, which shall be reserved for his use. One tract at “Mangachqua” village on the River Preble, of six miles square. One tract at “Mick-sawbe” of six miles square. One tract at the village of Prairie Ronde, of three miles square. One tract at the village of “Match-e-be-na-she-wish” at the head of Kalamazoo River, of three miles square; which tracts contain in the whole 99 sections of land. And in consideration of the preceding cession there shall be reserved for the use of the said Tribe, to be held upon the same terms in which Indian reservations are usually held; the following tracts of land. Sections numbered 5, 6, 7 and 8 in the 5th Township south of the base line, and in the 9th range west of the principal meridian, in the Territory of Michigan. The whole of the 5th Township south, in the 10th range west, not already included in the Notowasape reservation.

Sections numbered, 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35, and 36, in the 5th Township south, and 11th range west. The whole of the 4th Township south, in the 9th range west. Sections numbered 8, 17, 18, 19, 20, 29, 30, 31 and 32 in the 4th Township south, and 9th range west. Sections numbered 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36, in the 4th Township south, and 11th range west, which tracts of land will form a continuous reservation and contain 30 sections. After this Treaty shall be ratified by the President and Senate the same shall be obligatory on the United States and the said Tribe of Indians.

In Testimony whereof &c.

LEWIS CASS.
MIX-SA-BE.
SHE-GO-MAG.
and 17 others.