

**IPPERWASH COMMISSION OF INQUIRY
HISTORICAL BACKGROUND**

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The Ipperwash Commission of Inquiry**

June 2004

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OVERVIEW

The ancestors of the Kettle Point and Stony¹ Point people were Chippewa and Potawatomi living around the River St. Clair and Lake Huron and environs at the time of the British conquest in the mid-18th century. They entered into a peaceful alliance with the British in the 1760s and assisted them as military allies in subsequent conflicts including the War of 1812.

In the early 19th century the British wanted to purchase the land around Lake Huron north of the Thames River for white settlement. Following the rules set out in the Royal Proclamation of 1763 they met in council with the Chippewa of the region to discuss acquisition of the land. A land cession treaty was negotiated over a nine-year period culminating in the Huron Tract Treaty of 1827. Over two million acres of land was ceded to the Crown. In return the Chippewas of Chenail Ecarte (Walpole Island), River St. Clair (Sarnia) and River Aux Sauble (Kettle and Stony Point) were granted a perpetual annuity. Four reserves, comprising less than 1 per cent of the land, were reserved out of the cession in locations chosen by the Chippewas. Two were located on the St. Clair River (Sarnia and Moore Township²) and two on Lake Huron (Kettle Point and Stony Point). The reserve at Sarnia was more than 10,000 acres, while the three other reserves were approximately 2,500 acres each. An “Indian refuge” already existed at Walpole Island.

The Indian Department, which had been created in the mid-18th century to manage the relationship between the British Crown and the Indian nations, became increasingly involved in administering the affairs of the Huron Tract Chippewa. Some of the systems imposed on the groups caused tension and strife within the communities as it dictated how they had to relate to each other and restricted the way in which they could deal with their resources, particularly their reserve land. Two of the major causes of conflict were the integration of Potawatomis and other nations from the United States into the communities and the treatment of the groups as one large regional band with a common and undivided interest in the treaty annuity, reserve land and any funds that were raised from the sale or lease of land and resources.

The issue of the so-called “American Indians” had its genesis in early British Indian policy and historical circumstances dating to the late 19th century. The British had formed military and trade alliances with Indian nations throughout the Great Lakes area. As a symbol of their alliance they distributed presents, known as His/Her Majesty’s bounty, to their Indian allies on an annual basis. A decade after the American Revolution the British gave up their posts on the American side of the international boundary and groups of Potawatomi, Chippewa and Ottawa immigrated onto British soil at the invitation of their British allies. The last major wave of immigration took place in the 1840s after the British announced that they would no longer issue annual presents to anyone still living on the American side of the boundary. They had assured those who chose to immigrate that they would continue to receive Her Majesty’s annual bounty. Many of the immigrant Potawatomi and Chippewa moved onto Walpole Island and the Huron Tract reserves as they were already connected to those people by long association.

The Indian Department treated the signatories of the Huron Tract Treaty as one large band who shared in the annuities and reserves flowing from the treaty, despite the fact that they had a

¹ Spelled variously in the documents as Stoney and Stony.

² The Moore Township Reserve was surrendered in 1843 by the Walpole and St. Clair Band.

history of managing their own affairs independent of one another and lived some distance apart. In addition, the people at Upper St. Clair River (Sarnia) far outnumbered those at Kettle Point and Stony Point. As a result they had very little influence in the joint council and the Sarnia portion of the Band had effective control over land and resources at Kettle and Stony Point.

The Walpole Island people wanted to separate themselves from the Sarnia and Kettle and Stony Point people. Although they agreed as early as 1836 to divide the annuity and reserves between themselves, no official division was sanctioned by the Indian Department until 1860. Similarly, the Kettle Point and Stony Point people pressed the Department to allow them to split from the Sarnia people because they felt dominated and bullied by the much larger group. Petitions to divide from the Sarnia groups were frequently repeated from at least the 1880s until the group was formally divided into two groups—the Sarnia Band and the Kettle and Stony Point Band—in 1919.

In the meantime, hampered with the regional band structure imposed by the Indian Department, the communities tried to manage their internal affairs. Evidence shows that the Chiefs and Council at Sarnia and Walpole Island (1837) and at Kettle and Stony Point (1873) allowed Potawatomi to live on their reserves, but Crown policy fluctuated on what rights the Potawatomi had to share in treaty annuities and reserve land. Attitudes within the communities as to who should be accepted as members were also divided. The problems of the imbalance in representation on the council between Sarnia and Kettle and Stony Point made it difficult for each group to deal separately with their own particular situation.

A major issue for the people of Kettle Point and Stony Point was the survey and subdivision of the two reserves. Under the *Indian Act* and consistent with traditional usage, reserve land was held in common by the Band (as defined by Indian Affairs). While some individuals held location tickets allowing them protected use of particular lots, the Band retained an underlying interest in the entire reserve and its resources.

From an early date the people at Kettle and Stony Point believed that the chiefs at Sarnia wanted to sell their reserves and resources, such as timber. Thus, they resisted any efforts to have the two reserves surveyed and subdivided as they believed it to be a first step in selling off the land and resources. Their fears were realized around 1900 when the surveyor identified the beachfront as having potential for recreational development.

The survey also precipitated a move to have Potawatomi resettled on one portion of the Stony Point Reserve. The Sarnia Band passed a resolution with the approval, and perhaps at the instigation of, the Indian Agent. Only the Sarnia portion of the Band voted (38 to 17). The Indian Agent believed that a 50-acre “gift” of land would satisfy the Potawatomi claims. By this time most of these so-called foreign Potawatomis had been born and raised at Kettle and Stony Point and many were intermarried with the Chippewa. Some of the Potawatomi reacted by moving to Wisconsin. This became viewed as a “deportation” and strengthened the resolve of the people at Kettle and Stony Point to separate from the Sarnia Band.

Indian Affairs abruptly changed its attitude on the division of the Band in 1919 because the Department thought it would increase the chance of getting a surrender of a portion of the Sarnia Reserve. The Sarnia Band was officially divided into two *Indian Act* bands in 1919. The portion at Sarnia took a percentage of the trust funds and the reserve at Sarnia; the people at Kettle and Stony Point were given the balance of the trust fund and the two reserves at Kettle Point and Stony Point.

Within a decade of the separation the beachfront on the Kettle Point Reserve was surrendered and sold. The 83 acres of land sold to Crawford and White in 1927 for \$7,055 (\$85 per acre) became the subject of lawsuits and a 1993 claim against Canada. While the courts did not find that the surrender and sale was illegal, the Indian Claims Commission concluded in 1997 that Canada breached its fiduciary obligation to the First Nation and recommended a settlement of the claim be negotiated. This has not yet been done.

Similarly, the beachfront at Stony Point was surrendered and sold in 1928. This 377-acre property was sold for \$13,500 (\$35 per acre). A claim alleging that the surrender and sale was invalid was filed against Canada in 1996 and is currently being considered by the Department of Justice.

The letters patent for beachfront properties sold at Kettle Point and Stony Point both transferred the foreshore rights to the purchasers. The issue of whether or not the foreshore was part of the Kettle and Stony Reserves was unclear to the Department of Indian Affairs and neither the Huron Tract Treaty nor the original survey of the reserves is clear on the status of the shoreline.

Ipperwash Provincial Park was created by the Province of Ontario in 1932 on land that had been surrendered from the front of Stony Point Reserve in 1928. As early as 1937 the Chief and Council notified park authorities that there was a burial ground in the park and asked them to protect the site. The Department of Indian Affairs also asked that the site be protected. No action seems to have been taken and many years later, in the 1950s, human remains were located in the park. The remains were apparently given to an archaeologist but have since been lost. In the 1990s two independent anthropologists examined photographs of the remains. One concluded the burial was likely an Ojibwa child of about 11 years of age interred some time in the late 19th or early 20th century, suggesting that this was a Kettle and Stony Point ancestor. (The other scholar concurred in the age of the individual and posited a burial position consistent with an Aboriginal burial but did not speculate on the date of the burial).

In 1942, in the middle of World War II, the Department of National Defence (DND) sought the Stony Point Reserve for use as a training camp. DND contacted Indian Affairs and began investigating the site in February 1942. Indian Affairs approached the Band encouraging them to surrender the reserve less than two months later. The Kettle and Stony Point people did not want to sell their reserve and rejected the surrender by an overwhelming majority.

DND was determined to obtain the property and the Indian Agent saw it as an opportunity to consolidate the two groups onto a single reserve and remove non-band members. Consequently, as the surrender did not pass, DND appropriated the reserve using its authority under the *War Measures Act*. They renamed the reserve Camp Ipperwash.

The people residing at Stony Point were forced to move to the Kettle Point Reserve where they were allotted small locations. Band members who were displaced were compensated for improvements, such as cultivated land and out buildings, and had their houses moved. They did not receive compensation for unimproved land. DND had authority to expend no more than \$50,000 in acquiring the Stony Point Reserve. After deducting the cost of moving expenses and the appraised value of buildings they had only \$36,000 to pay for approximately 2,273 acres of land, which amounts to only \$15 per acre.

By July 1942 the Stony Point residents had been relocated to Kettle Point. Squeezing another 16 families onto the limited land at Kettle Point exacerbated tension within the community. When soldiers from Stony Point returned at the end of the war they were shocked to find their community destroyed and relocated to Kettle Point.

It was returning soldiers who first raised the alarm about damage to the cemetery enclosed within DND's Camp Ipperwash. The Indian Agent stated that the military had promised to respect and protect the cemetery when they appropriated the reserve. Both Department of Indian Affairs and an official from National Health and Welfare took the matter seriously. At length a fence was erected around the cemetery. People originally from Stony Point resumed burying members in the old cemetery in 1990.

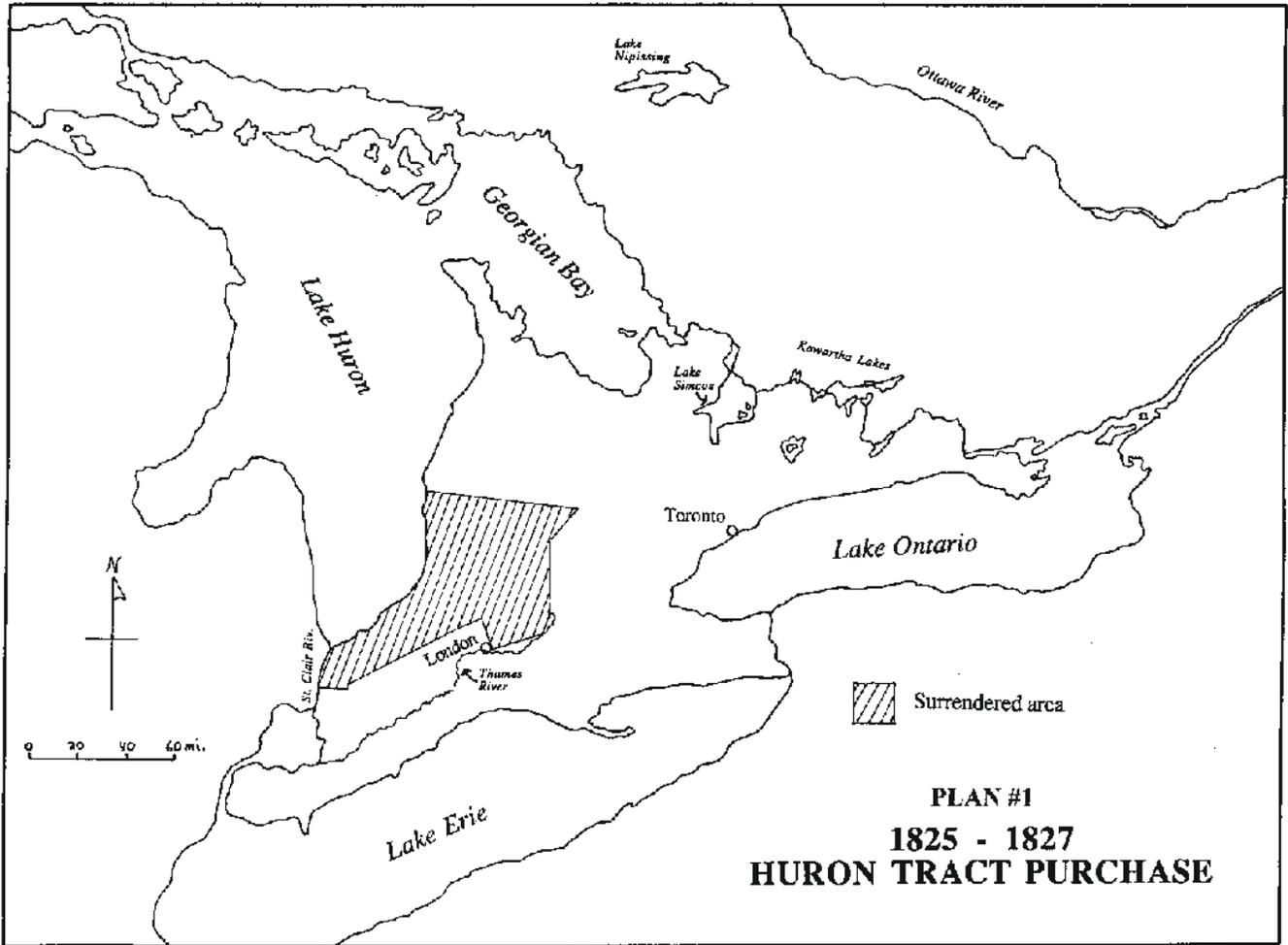
Kettle and Stony Point residents believe that additional burials are scattered throughout the old Stony Point Reserve, particularly in the sand hills. At Kettle Point burials exist close to the waterfront in the unsundered portion of the Reserve.

Shortly after the end of the Second World War, DND indicated in writing that they were willing to return the Stony Point Reserve and lease back any areas still required. However, this proposal was soon withdrawn when the military resolved to keep the camp for training cadets. Attempts to return the camp surfaced without success over the ensuing years with the Minister of Indian Affairs warning in 1972 that the community was becoming impatient to have their land back and failure to return the camp could lead to civil disobedience.

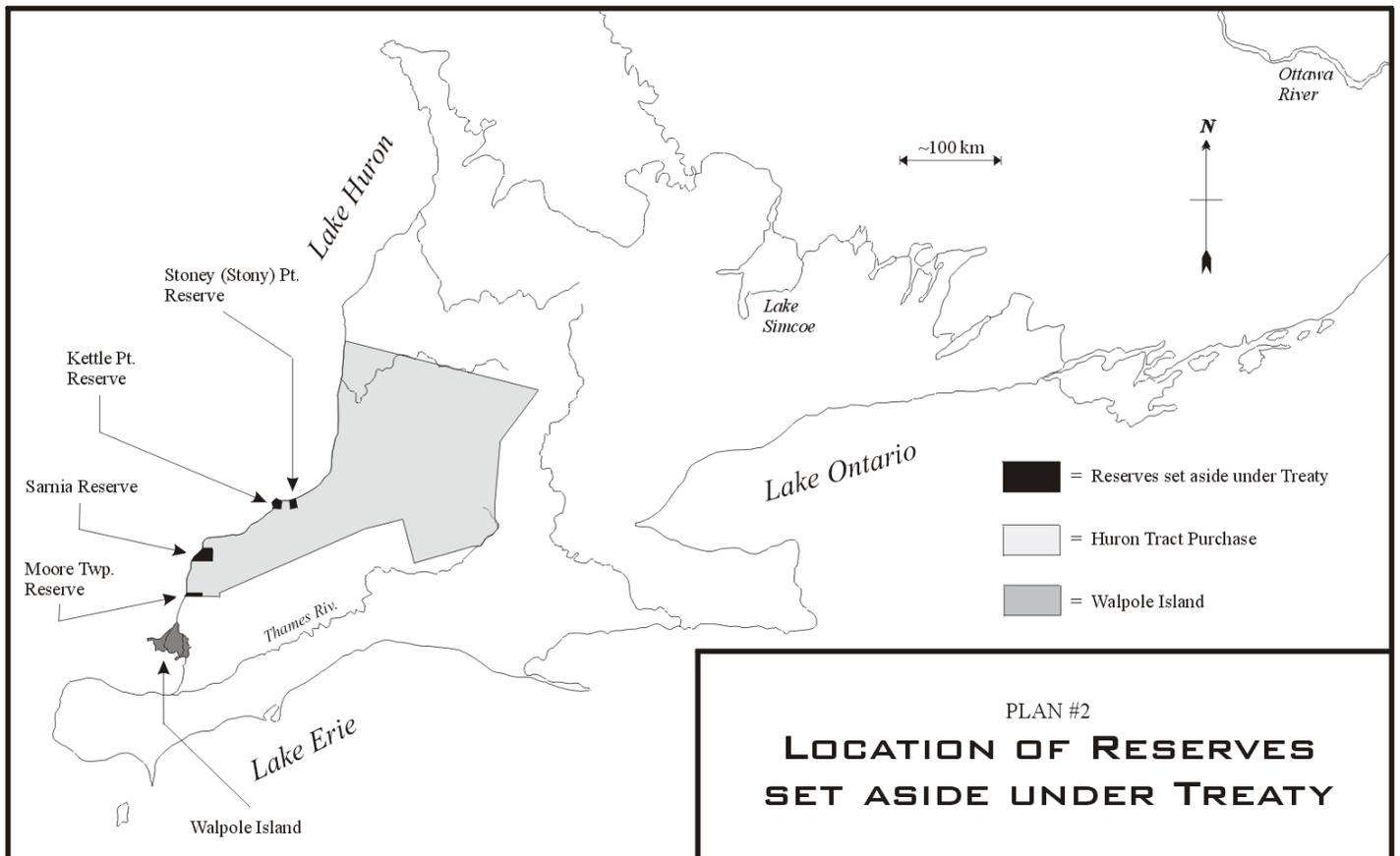
Efforts to arrive at a settlement in the 1970s and 1980s were not successful. In part, the lack of resolution was because of internal disagreement within the Kettle and Stony Point First Nation as to the future of the returned reserve and the relative interest of members in the Stony Point Reserve and the proceeds of a settlement. It was during the 1970s that the Stony Point people asserted that they were and always had been a separate and distinct group.

By the 1990s the people had become increasingly impatient with the lack of resolution. Besides launching lawsuits and claims regarding the 1927 and 1928 surrenders and the appropriation of Camp Ipperwash, some Stony Point descendants occupied Camp Ipperwash in 1993 and then moved into the park in September 1995. These actions were not supported by the entire community and increased the tensions. One of the protesters, Dudley George, was shot and killed when the O.P.P. marched on the protestors on the night of September 6, 1995.

PLAN #1 HURON TRACT PURCHASE

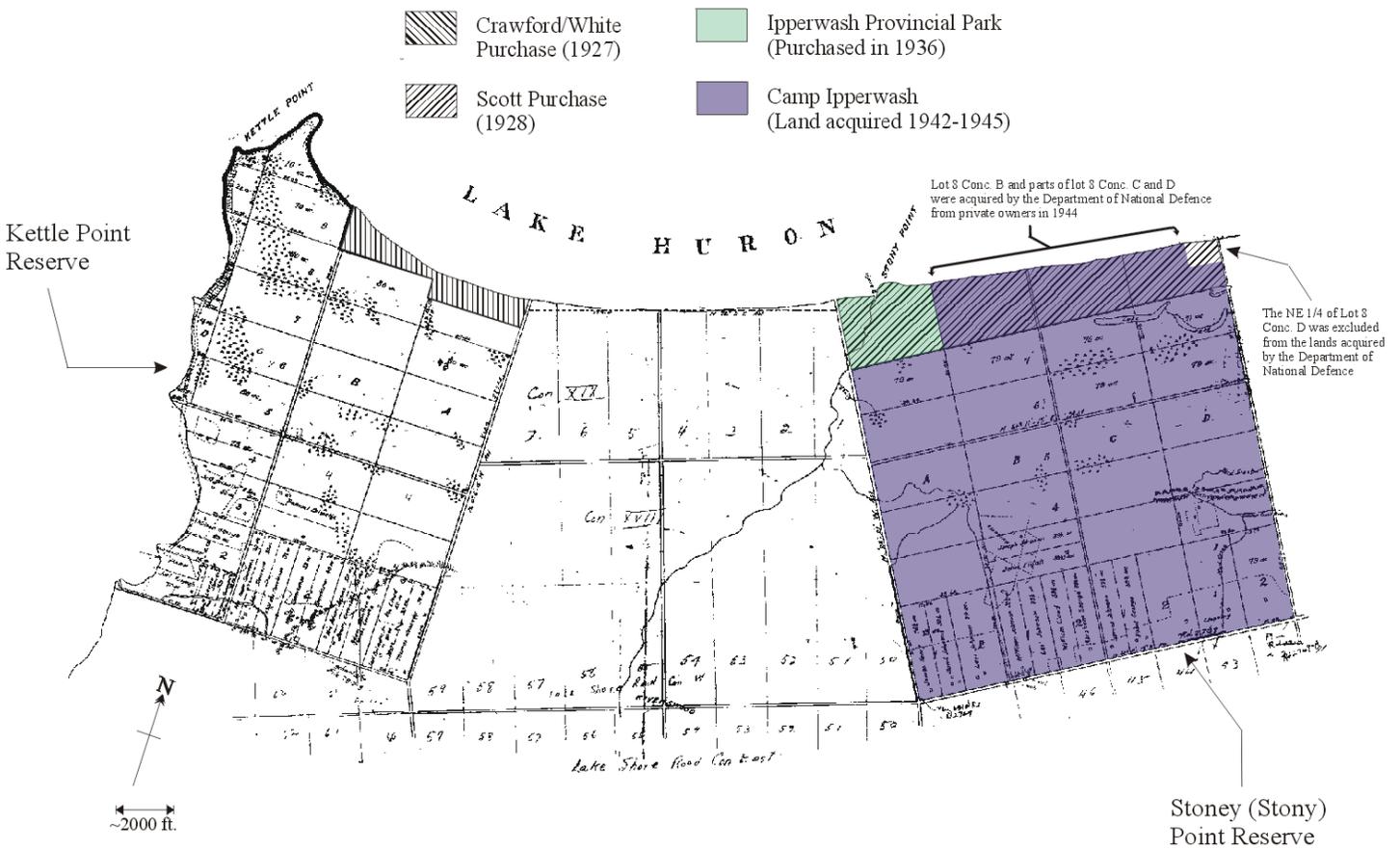


PLAN #2 LOCATION OF RESERVES SET ASIDE UNDER TREATY



PLAN #3 SURRENDERS FROM THE KETTLE AND STONEY POINT RESERVES

PLAN #3 SURRENDERS FROM THE KETTLE AND STONEY POINT RESERVES



Modified from W. S. Davidson's 1900 plan of survey (CLSR #T-290)

BACKGROUND HISTORY OF KETTLE AND STONY POINT

British Indian Policy

Following the conquest of New France, the British created policies for taking control of their North American colonies. One of their main concerns was their relationship with the First Nations who were suspicious of British intentions and trustworthiness because of the many fraudulent land deals and encroachments on their territory. British Indian agents repeatedly assured their Algonquian and Iroquoian allies³ that the King would protect their land from encroachment.

In 1763, King George III made the protection of Aboriginal land an official Crown policy when he issued a Royal Proclamation that has become known as the Indian Charter of Rights.⁴ First Nation land rights in Canada flow directly from the Royal Proclamation of 1763. According to the Proclamation, only the Crown could purchase land from a nation or tribe and no land could be settled until the Crown made a proper purchase. The Royal Proclamation established a territory beyond the settled colonies where land settlement was forbidden and access by whites controlled. Furthermore, the Crown would protect land that had been reserved or set aside for Indians within the settled colonies against intrusion by non-Aboriginal settlers.

The British made these rules because they believed that fair and open negotiations over Aboriginal land would help establish and keep peaceful relations with the Indian nations living under their protection. An Indian Department was established and given the responsibility of managing Indian affairs on a consistent and uniform basis. Through time the principles laid down in the Royal Proclamation were refined and expanded to guide the Indian Department, especially regarding its responsibility for entering into lawful land cession treaties. The overriding principle established by British Indian policy was that the Indian nations were to be treated with honour and justice.

The ancestors of the Kettle Point and Stony Point people were residing in the “Indian Country” as defined in the Royal Proclamation.⁵ They had enjoyed a treaty relationship with the British since the 1760s and had been receiving annual presents from the British as a symbol of their alliance and friendship. The British recognized them as the legitimate owners of the Aboriginal title in the region around the River St. Clair and the southeast region of Lake Huron when they approached them to make a land cession treaty in the early 19th century.

³ Algonquian-speaking groups around the Great Lakes region included the Ojibwa (Chippewa), Mississauga, Ottawa (Odawa), and Potawatomi.

⁴ See Royal Proclamation of October 7, 1763. *The Papers of Sir William Johnson*, Vol. X, Prepared for publication by the Division of Archives and History (Albany: The University of the State of New York), pp. 977-985.

⁵ Helen Hornbeck Tanner, ed., *Atlas of Great Lakes Indian History* (Norman and London: University of Oklahoma Press, 1987), Maps 13 and 20. The Chippewa and Potawatomi ancestors lived within the following geopolitical areas: Indian country (1763-1774); Quebec (1774-1783); Quebec (1783-1791); Upper Canada (1791-1849); Canada (1850-1867) and Ontario (from 1867). Some of the Pottawatomi ancestors were living in American territory from 1783 until they migrated to the British side.

The Huron Tract Treaty

After the War of 1812 the Crown wanted to obtain land around Lake St. Clair and Lake Huron to allow loyal non-Native settlers to populate the area. They were concerned that the old French settlements could not be trusted to support the British in further struggles against the Americans. Thus, the ancestors of the Kettle Point and Stony Point people and related Ojibwa (Chippewa) were asked to cede their land for non-Native settlement. This land cession treaty was negotiated over a nine-year period from 1818 to 1827 and became known as the Huron Tract purchase.

In 1818, Sir Peregrine Maitland, newly appointed Lieutenant Governor of Upper Canada, resolved to obtain the land north of the Thames River for the settlement of “loyal subjects in an area where loyalty had been tested during the war and was often found wanting.”⁶ It was Maitland’s initial intention to acquire five different tracts of land including about 712,000 acres along the southeast shore of Lake Huron and the River St. Clair.⁷ Maitland considered the land around the Sable River, where the Stony Point Reserve was later located, as being particularly desirable.⁸ The Surveyor General of Upper Canada marked the required areas on a plan.⁹

The plan was sent to William Claus, Deputy Superintendent General of Indian Affairs, who instructed Superintendent John Askin to identify the Chippewa “who have claims to that part of the Country.”¹⁰ Although he knew that it was practically impossible to obtain accurate information, Claus instructed Askin to provide an account of the number of Chippewa men, women and children in that district.¹¹ Askin responded to Claus’ instructions by sending messengers to the Chippewa at Chenail Ecarte, River St. Clair, River Aux Sauble and the Thames to come to Amherstburg for their annual presents. He intended to ask their chiefs and principal men, who he believed represented the “greatest part of the proprietors of those Lands,” upon what terms they would dispose of the land indicated on the sketch.¹²

Less than a week later Askin met in council with the 24 Chippewa chiefs and leaders in the presence of Lieutenant Colonel Evans, the Commander at Amherstburg, and interpreter Jean Baptiste Cadot. The Chippewas were from Chenail Ecarte, the St. Clair River, Aux Sauble

⁶ R. J. Surtees, *Indian Land Surrenders in Ontario, 1763-1867* (INAC: Ottawa, February 1984), pp. 79-84.

⁷ “References to certain letters written in Pencil on the Plan of the Province to which this Paper is annexed...,” September 17, 1818. NAC RG 10 Vol. 35 pp. 20526-20527.

⁸ George Hillier, Office of Lt. Governor, York, to Col. Claus, Deputy Superintendent General of Indian Affairs, Fort George, September 18, 1818. NAC RG 10 Vol. 35 pp. 20528-9. Hillier stated, “The line enclosed with a pencil mark between the point north of the Sable River and the angle to the north of Clergy Reserve behind Woolwich appears to the Lt. Governor to be particularly desirable....” That location is shown on a sketch appended to Provisional Agreement, March 30, 1819. NAC MG 19 F1 Vol. 11 p.107.

⁹ “References to certain letters written in Pencil on the Plan of the Province to which this Paper is annexed...”, September 17, 1818. NAC RG 10 Vol. 35 pp. 20526-7.

¹⁰ W. Claus, Deputy Superintendent General of Indian Affairs, Fort George, to John Askin, Indian Affairs Superintendent, Amherstburg, September 22, 1818. NAC RG 10 Vol. 35 pp. 20531-20532.

¹¹ Claus to Askin, September 22, 1818. NAC RG 10 Vol. 35 pp. 20531-20532.

¹² Askin to Claus, October 10, 1818. NAC RG 10 Vol. 35 p. 20527.

River, Thames River and Big Bears Creek.¹³ The “Chiefs and Leaders” are listed in Appendix B. Judging by the dodems or totems beside their names the men were from caribou (reindeer), beaver, otter, and a fish clan perhaps catfish, sturgeon or pike.

Askin told the chiefs and headmen that the Lieutenant Governor wished to purchase all of their land north of the Thames River including the River Aux Sauble and showed them the sketch. He then asked them to propose terms upon which they would “dispose” of the land. After deliberations, Chief Chawne replied for the assembled chiefs asking for specific reserves that they wanted to keep, specifying the amount of land might be increased if the reserve proved to be too small. They also asked for compensation in money and clothing, as well as the services of a blacksmith and agricultural instructor. The minutes of the council recorded their request:

... Their Answer after mature deliberation was as follows-
Father We Chippewas have always been obedient children and never refused anything our Great Father has required of us, We are therefore willing to sell our Lands, but we wish to make the following reserves viz

1st Four Miles square at some distance below the Rapids of the river St. Clair. [Sarnia]

2^d One Mile in front by four deep bordering on the said River and adjoining to the Shawanoe Reserve. [Moore Township or Lower Reserve]

3^d Two miles at Kettle Point Lake Huron. [Kettle Point]

4th Two miles Square at the River au Sable. [Stony Point]

5th Two miles square at Bears Creek also a Reserve for Tomago¹⁴ and his Band up the Thames which he will point out when he arrives.

And we trust that the reserves now made by us will be augmented at the time the purchase is finally concluded, should our Great Fathers Representatives see that they are insufficient for the whole of our nation now living on this side of the waters to plant corn and hunt, so that we may not be poor and miserable like our Brethren on the American side, who have sold all their Lands and have not made sufficient Reserves for their men, women & children to plant corn.

Father You will inform our Great Fathers representative that it [sic]our wish he himself set the valuation on the Tract required, but that the Payment is to be made annually for 50 years, half in hard money & half in cloathing [sic].

The payment for our Lands is to be seperate [sic] & distinct from the presents our Great Father the King gives us yearly for our loyalty & past

¹³ “Minutes of a Council held at Amherstburg the 16th Oct 1818...,”October 16, 1818. NAC MG 19 F1 Vol. 11 pp. 95-96 Reel C-1480.

¹⁴ Tomago was identified as a Bear Creek Chief living eight miles west of Lower Munsey. He fought with Tecumseh and signed Surrender #21. He used the Beaver totem. See Greg Curnoe, *Deeds/Nations* (London: Occasional Publications of the London Chapter, Ontario Archaeological Society, No. 4, 1996), p. 141.

services but out of our yearly payments to our Nation is to be furnished with a Blacksmith & Husbandman to be stationed near the reserves, the former to mind our axes & Traps and repair our Guns; the latter to instruct us in the art of Husbandry.¹⁵

The reservations appear to have been selected based on areas that particular groups were already using, including Kettle Point and River Aux Sauble (Stony Point). The chiefs were negotiating to give up a huge tract of land and must have carefully considered the specific areas they wished to retain ensuring that they held on to the most precious and significant locations. Although Chief Tomago was not present, those attending knew what area should be reserved for him and his band and made sure that their needs were addressed.

Askin informed Claus of their terms.¹⁶ The Lieutenant Governor was not prepared to respond to their proposal but did declare that while “no reservation of any Tract will be acceded to on which there are white settlers” he would “readily meet their wishes by admitting their occupancy of such reasonable tracts of land as they may require for their own purposes.”¹⁷

Askin planned to call the chiefs and headmen together a second time in the late winter of 1819.¹⁸ By this time the Government had decided to purchase all of the land north of the Thames River in two agreements: the Longwoods Tract along the north shore of the Thames and the more northerly Huron Tract, where the St. Clair, Kettle and Stony Point people were located.¹⁹ To accommodate the two separate land cession treaties, Askin first met with one group of chiefs in early March 1819 and made a provisional agreement for the cession of the Longwoods Tract reserving out a tract near the headwaters of Bear Creek and another reserve on the Thames.²⁰

¹⁵ “Minutes of a Council held at Amherstburg the 16th Oct 1818...”, October 16, 1818. NAC MG 19 F1 Vol. 11 pp. 95-96 Reel C-1480.

¹⁶ Askin to Claus, October 22, 1818. NAC RG 10 Vol. 35 p. 20585.

¹⁷ Claus to Askin, November 19, 1818. NAC RG 10 Vol. 35 pp. 20607-20608. The Lt. Governor indicated that the reservation proposed at Bear Creek would not be allowed if it interfered with continuous settlement between Shawanoe [Sombra] Township and London Township. The reserve at Bear Creek was indicated on the map as Chenail Ecarte. Chief Kitchimawquam and his band were living at that location. See Askin to Claus, February 17, 1819. NAC RG 10 Vol. 36 p. 20688. This is likely Kitchemughqua (Big Bear) a descendant of the original Ke cha makqua of Big Bear Creek, settled at Chenail Ecarte, who signed numerous treaties with the beaver totem. He was murdered in 1803. See Curnoe, p. 48.

¹⁸ Askin to Claus, February 19, 1819; Askin to Claus, March 3, 1819. Both on NAC MG 19 F1 Vol. 11 pp. 143-145 and 195-196 Reel C-1480; and Askin to Claus, February 17, 1819. NAC RG 10 Vol. 36 p. 20688.

¹⁹ Robert J. Surtees, “Land Cessions, 1763-1830,” in Edward S. Rogers and Donald B. Smith, eds., *Aboriginal Ontario: Historical Perspectives on the First Nations* (Toronto: Dundurn, 1994), p. 119.

²⁰ Canada, *Indian Treaties and Surrenders*, Vol. I (Ottawa: Queen’s Printer, 1891), Provisional Agreement #21, March 9, 1819, pp. 48-51. Handwritten copy with totems: NAC MG 19 F1 Vol. 11 Reel C-1480 pp. 135-137, 151. Jean Baptiste Cadot (Cadotte) was the interpreter at the Longwoods Agreement. A plan showing both the location of the Longwoods Tract (“coloured yellow in original”) and Huron Tract (marked A and F) and location of reserves (marked “red”) is appended to printed document. This Provisional Agreement modified in a second provisional agreement #280 ½, May 9, 1820 and was finally confirmed by #25, July 8, 1822.

Superintendent Askin remarked that in order get the provisional agreement for the Longwoods Tract cession he had to agree to mark the Bear Creek Reserve for Chief Ketchimanquan and his Band on the sketch map. Askin was not sure if he apportioned the amount of the compensation correctly but assumed that “as the whole of the land required by the Crown belongs to the River St. Clair, Kettle Point, River au Sable, & River Thames Chippewas, a just dividend will be set forth when the deed of Conveyance is executed.”²¹ Askin did not name the people of Chenail Ecarte in this list.²² He clearly recognized the various groups he was dealing with as separate bands associated with different locations for which they required reserves but seemed to imply that they had a collective a claim to the land being ceded by the Longwoods and Huron Tract cessions.

Several weeks later, on March 30, Askin met with 18 Chippewa chiefs and entered into a provisional agreement for the cession of the Huron Tract.²³ Of the 18 chiefs who signed the 1819 agreement, ten had been at the 1818 council; they were from the caribou (reindeer), beaver, fish (catfish?) and crane clans and have been identified in secondary sources as belonging to Sarnia, Chenail Ecarte and Bear Creek.²⁴

The area ceded had increased dramatically to encompass about 2,756,040 acres, which included the 712,000 acres the Chippewa had discussed in 1818. The description of the ceded area did not deal precisely with the status of the foreshore²⁵ as it used phrases such as “along the shore of Lake Huron” and “along the waters edge” and “down the [St. Clair] River.”²⁶

The chiefs asked for the same locations that they had described at the council meeting in October 1818, which were enumerated in the provisional agreement as follows:

- “Four miles square at some distance below the Rapids of the River St. Clair” [Sarnia or Upper Reserve];
- “one mile in front by four miles deep bordering on the said River St. Clair and adjoining to the Shawanoe [Sombra] Township” [Moore or Lower Reserve];
- “Two miles Square at the River au Sable which empties into Lake Huron” [Stony Point]; and
- “Two miles at Kettle Point Lake Huron. [Kettle Point]”

²¹ Askin to Claus, March 12, 1819. NAC RG 10 Vol. 36 p. 20716. The total amount of compensation for the two tracts was anticipated to be £1975. Of that £1375 was for the Huron Tract consisting of approximately 2,756,000 acres and £600 for the Longwoods tract consisting of 577,790 acres. See Askin to Claus, April 1, 1819. NAC RG 10 Vol. 36 pp. 20743-20744.

²² Askin did mention the chiefs of Chenail Ecarte as signing either the Longwoods or Huron Tract treaty in a subsequent letter. Askin to Claus, April 1, 1819. NAC RG 10 Vol. 36 pp. 20743-20744.

²³ Articles of Provisional Agreement, March 30, 1819. NAC MG 19 F1 Vol. 11 pp. 185-190 Reel C-1480. A sketch map is appended to this document showing the location of the Huron Tract, Longwoods Tract and location of reserves.

²⁴ See chart in Appendix B for a comparison of chiefs participating in the 1818 and 1819 meetings.

²⁵ Webster’s Third New International Dictionary defines the foreshore as “the part of a seashore between the low-water line usu. at the seaward margin of a low-tide terrace and the upper limit of wave wash at high tide usu. marked by a beach scarp or berm” or as “a strip of land margining a body of water.”

²⁶ Articles of Provisional Agreement, March 30, 1819. NAC MG 19 F1 Vol. 11 pp. 185-190 Reel C-1480. The sketch map does not clarify the status of the foreshore.

A perpetual annuity of £1,375, half in goods and half in cash, was to be paid as compensation.²⁷

Due to objections over making the proposed cash payment, the provisional agreement for the Huron Tract cession was not sanctioned by the Imperial Government.²⁸ It was not until March 1825 that Deputy Superintendent General Claus was again instructed to treat with the Chippewa Nation for the land, thought to contain about 2,756,000 acres.²⁹ One Indian Affairs official suggested that they should try to get the chiefs to agree to one reserve in the back country, however, as is outlined below, the reserves originally selected were again requested.³⁰

In 1820 there were said to be about 225 Chippewas at River St. Clair, 171 at Chenail Ecarte, and 12 at River Aux Sauble, a total of 408 people.³¹ The Chippewa at Chenail Ecarte and St. Clair were alarmed that trespassers were removing timber, stone and hay from their lands without permission or compensation.³² In 1823, the Chippewa at River Aux Sauble specifically complained that trespassers removed salt and stone from their land at Salt Spring.³³ Their complaints were relayed to the head of the Indian Department but there is no record that the depredations ceased.

Indian Superintendent James Givens made a new provisional agreement with 20 Chippewa chiefs at Amherstburg on April 26, 1825.³⁴ At the meeting O Saw a wip spoke on behalf of the chiefs and Wa wa nosh was said to be the principal chief.³⁵ The provisional agreement became known as Surrender 27 ½. At least ten of the chiefs who had attended the 1818 council and 11 of the chiefs who signed the 1819 provisional agreement signed Treaty 27 ½.³⁶ The same clans were represented. The named chiefs were ceding the land on behalf of themselves and the Chippewa

²⁷ Articles of Provisional Agreement, March 30, 1819. NAC MG 19 F1 Vol. 11 pp. 185-190 Reel C-1480. A sketch map is appended to this document showing the location of the Huron Tract, Longwoods Tract and location of reserves. The annuity of £1,375 was equivalent to about \$5,500. The signatories of the Longwoods Tract were supposed to receive £600.

²⁸ Surtees, *Indian Land Surrenders* ..., pp. 79-85. See also Government House Memo, March 25, 1825. NAC RG 10 Vol. 43 pp. 22764-22767. The Longwoods Tract provisional Agreement was not sanctioned either.

²⁹ Hillier to Claus, March 21, 1825. NAC RG 10 Vol. 43 p. 22761.

³⁰ George Ironside, Indian Affairs Superintendent, Amherstburg, to Claus, April 6, 1825. NAC RG 10 Vol. 43 p. 22772.

³¹ George Ironside, Superintendent of Indian Affairs, Amherstburg, "Return of the Number of Men, Women & Children of the Chippewa Nation inhabiting & claiming the large Tract ceded", May 16, 1820. NAC RG 10 Vol. 37 pp. 21193 - 21194 Reel C-11011. Note the estimate of the number of Chippewas ceding the tract was 440.

³² Ironside to Colonel Claus, Deputy Superintendent General of Indian Affairs, August 8, 1820. NAC RG 10 Vol. 38 pp. 21536-21538 Reel C-11012.

³³ Ironside to Claus, May 14, 1823. NAC RG 10 Vol. 41 pp. 22240-22241.

³⁴ Surtees claims that the delay in making the second Huron Tract Agreement was due to Lieutenant Governor Maitland who did not feel there was any urgency to the transaction. After John Galt's proposed scheme to form the Canada Company, the acquisition of the Huron Tract became more important, as a million acres of Indian Land was to be given to the company. Surtees, "Land Cessions, 1763-1830," p. 118.

³⁵ Minutes of Council, April 26, 1825. NAC RG 10 Vol. 43 pp. 22773-22776 Reel C-11013.

³⁶ See chart in Appendix B for a comparison of chiefs participating in the 1818, 1819 and 1825 meetings.

Nation “inhabiting and claiming the territory.”³⁷ The 1825 provisional agreement made no reference to the 1819 agreement.³⁸

The ceded land was said to contain 2,756,960 acres. The location of the reservations remained the same but their combined acreage was increased by 14 acres to comprise a total of 23,054 acres. The amount of annuity was reduced from £1,375 to £1,100 for the 440 Indians said to inhabit and claim the ceded tract.³⁹ It was stipulated that if the Indian population declined by half “by deaths or removals,” then the amount of the annuity would be reduced by half and would continue to be reduced based on other further population declines. There was no corresponding clause in case of an increase in population. The Imperial Government approved the provisional agreement.⁴⁰

A surveyor laid out the Kettle and Stoney Point Reserves in 1826⁴¹ as “generally described” in the 1825 provisional agreement.⁴² At that time Surveyor Burwell found people living at Kettle Point and drew a sketch of Chief Chemokomon’s house and war pole, shown below.⁴³



- ³⁷ No. 27 ½ April 26, 1825. Canada. *Indian Treaties and Surrenders*, Vol. I (Ottawa: Brown Chamberlain, Printer to the Queen’s Most Excellent Majesty, 1891), p. 66.
- ³⁸ The 1819 agreement and the amount of annuity to be offered were referred to in the order to seek a cession. Order from Government House, March 25, 1825. NAC RG 10 Vol. 43, p. 22764.
- ³⁹ No. 27 ½ April 26, 1825. Canada. *Indian Treaties and Surrenders*, Vol. I, pp. 65-67.
- ⁴⁰ H. C. Darling, Military Secretary, Quebec, to Sir John Johnson, Superintendent General of Indian Affairs, December 20, 1825. NAC RG 10 Vol. 17 pp. 13159-13160 Reel C-11,003.
- ⁴¹ Plan of the Huron Tract, March 2, 1827. Canada. *Indian Treaties and Surrenders*, Vol. I. Ottawa: Brown Chamberlain, Printer to the Queen’s Most Excellent Majesty, 1891 p. [90]. The parcels are shown on a plan of survey dated March 2, 1827, showing the area ceded by surrender No. 29.
- ⁴² D. C. Scott, Deputy Superintendent General of Indian Affairs, to J. E. Armstrong, Petrolea, Ontario, September 17, 1930. NAC RG 10 Vol. 7540 File 29,029-2-1A.
- ⁴³ Ontario Surveyor General’s Office, Crown Land Records, Field Books, Transcribed Volume 20, p. 536. Chief Chemokomon is likely Chief Ashkebahgahneguod identified by Gulewitsch as a Chief at Kettle Point also known as John Big Knife, Chemokomon, Oshawawanoo or Shahwawanoo. Victor A. Gulewitsch, *The Chippewas of Kettle & Stony Point: A Brief history*. Chippewas of Kettle and Stony Point Historical Claims Research Office, 1995, pp. 20-1. His direct ancestors have the family names Shawnoo and Shawkence.

Two years later Treaty 27 ½ was confirmed by Treaty No. 29, the Huron Tract Treaty.⁴⁴ Superintendent George Ironside took the confirming cession at Amherstburg from 18 chiefs.⁴⁵ Of the 18 who signed the 1827 treaty, nine had attended the 1818 council, 10 had signed the 1819 provisional agreement and 16 had signed Treaty 27 ½. Seven individuals had been present at all four of the land transaction council meetings.

The description of the boundaries of the ceded tract and the four reserved areas were consistent with the 1825 provisional agreement. The reserves had been surveyed and were now known to comprise a total of 17,951 acres. This was about 26 per cent less land than had been stated in the 1825 provisional agreement.⁴⁶ The described locations were “expressly reserv[ed] to the said Nation of Indians and their posterity at all times hereafter, for their own exclusive use and enjoyment.” The acreage of each reserve was as follows:

Mouth of the River aux Sable on Lake Huron – 2,650 acres
Kettle Point on Lake Huron⁴⁷ – 2,446 acres
Upper Reserve or Sarnia on the St. Clair River – 10,280 acres
Lower Reserve or Moore Township on the St. Clair River - 2,575 acres

The land ceded comprised 2,182,049 acres. For the first time the ceded land was said to include the “woods and underwoods, ways, waters, watercourses, [and] improvements.”⁴⁸ Thus, the Chippewas represented by 18 chiefs ceded over 2 million acres of land to the Crown. They retained less than one per cent for their own exclusive use and occupation. Those reserves had been described and insisted upon throughout the nine years of negotiations, suggesting that the ceding groups considered them the most significant and necessary of all the areas they customarily used. In 1930 the Deputy Superintendent General of Indian Affairs opined that the Kettle and Stoney Point Reserves as surveyed by Burwell were “excepted by specific description” from the ceded tract when it was confirmed by the Huron Tract Treaty in July 1827. He also concluded that the reserve extended to the shores of Lake Huron.⁴⁹

In addition to the reserved land they were granted a perpetual annuity. The annuity of £1,100 was to be divided on an equal basis between the 440 Chippewa claiming the land. This amounted to a payment of £2.10s for every man, woman and child.

Finally, after nine years of repeated discussions, the Chippewas of Chenail Ecarte (Walpole), River St. Clair (Sarnia), River Aux Sauble (Stony Point and Kettle Point) ceded an area at first thought to contain about 712,000 acres but actually covering more than three times that amount of land. When they first met in 1818 the Chiefs asked for specific reserve locations which could be enlarged if found too small to support the people; in the final treaty they were left with less

⁴⁴ Surrender #29, Huron Tract Treaty, July 10, 1827. Canada. *Indian Treaties and Surrenders*, Vol. I, pp. 71-75. The full text of the surrender can be found in Appendix C.

⁴⁵ See chart in Appendix B for a comparison of chiefs participating in the 1818, 1819, 1825 and 1827 meetings.

⁴⁶ No. 27 ½ April 26, 1825. Canada. *Indian Treaties and Surrenders*, Vol. I, pp. 65-67.

⁴⁷ The description of the River aux Sable and Kettle Point Reserves indicated the “water’s edge” as the place of beginning. See the following section on the survey of the reserves for more detail.

⁴⁸ Surrender #29, Huron Tract Treaty, July 10, 1827. Canada. *Indian Treaties and Surrenders*, Vol. I, p. 74.

⁴⁹ D. C. Scott, Deputy Superintendent General of Indian Affairs, to J. E. Armstrong, Petrolea, Ontario, September 17, 1930. NAC RG 10 Vol. 7540 File 29,029-2-1A.

than one percent of their traditional territory with no provision for expansion. Furthermore, after surveying the tract, prior to the confirmation treaty in 1827, the acreage of the reserves had been reduced to 75 per cent of the acreage quoted in the 1825 provisional agreement. At the opening of the negotiations in 1818 they asked the King's representative to set the appropriate compensation, trusting in his good will and sense of justice. The initial offer of £1,375 (\$5,500) was reduced to £1,100 (\$4,400) and the provision of a blacksmith and an agricultural instructor was omitted.

Early 19th Century Indian Department Administration

Shortly after the treaty was signed, the Chippewas at Chenail Ecarte and St. Clair River were pressured to remove to the River Aux Sauble Reserve, which they refused to do.⁵⁰ However, there was at least one suggestion that the land at River Aux Sauble be exchanged for an additional tract at Kettle Point or some other place in the vicinity on the grounds that the land at River Aux Sauble was judged unsuitable for agriculture.⁵¹

The Walpole Island chiefs wanted to separate from the Sarnia and River Aux Sauble people. In 1836 the chiefs decided to split the annuity and reserves between the Walpole and St. Clair (Sarnia and River Aux Sauble) Bands. Walpole Island took \$1,400 of the annuity and the Lower St. Clair Reserve (Moore Township) and the Sarnia Band kept \$3,000 of the annuity and the reserves at Kettle Point, River Aux Sauble (Stony Point) and the Upper St. Clair Reserve.⁵² The division was not officially made and the Walpole and Sarnia portions of the Band were administered by two different Indian Superintendents who distributing the treaty annuity money based on the proportion of the Band residing at Walpole Island and those at Sarnia and Aux Sauble.⁵³

Despite its unsanctioned division, Sarnia and Walpole Island dealt separately and independently with land in the 1840s. These actions were not sanctioned by the Crown because the reserves were considered communal lands in which all of the groups held an undivided interest.⁵⁴

⁵⁰ J. Givins, Chief Superintendent, Department of Indian Affairs, April 12, 1830; Ironside to Givins, May 5, 1830; Ironside to Givins, June 2, 1830; Ironside to Givins, June 7, 1830. NAC RG 10 Vol. 46; Wm. Jones, Indian Agent, Baldoon, to Henry Jones, June 24, 1830, NAC RG 10 Vol. 5 pp. 2478-2480 Reel C-10997.

⁵¹ William Jones, Assistant Superintendent, Indian Department, to Givins, March 6, 1836. NAC RG 10 Vol. 10028; Jones to Givins, June 19, 1837. AO Private Manuscripts Section, Letterbooks Collection, Letterbook of William Jones, Indian Agent, Baldoon, Upper Canada, 1831-1839 Micro Reel MS 296; and G. Chewitt, sketch, 1837 [circa, undated]. NAC RG 10 Vol. 128 p. 72243.

⁵² Canada, *Journal of the Legislative Assembly*, Sessional Papers, 21 Victoriae Appendix (No. 21) A. 1858. "Report of the Special Commissioners appointed on the 8th of September, 1856, to Investigate Indian Affairs in Canada," p. 58. Hereinafter cited as the Pennefather Report. William Jones to Givins, March 6, 1836. NAC RG 10 Vol. 10028; and Givins to Jones, April 4, 1836. NAC RG 10 Vol. 501..

⁵³ William Jones to J. B. Clench, Indian Superintendent, Delaware, January 19, 1845. NAC RG 10 Vol. 438.

⁵⁴ R. W. Rawson, Chief Secretary, to S. P. Jarvis, Chief Superintendent, Upper Canada, October 14, 1843. NAC RG 10 Vol. 148 No. 642 Reel C-11,493; Rawson to Jarvis, October 21, 1843. NAC RG 10 Vol. 137 No. 643.

Another agreement was apparently arranged to divide the annuities between the two groups in 1848 but no official division of the accounts was concluded until the 1860s.⁵⁵

Under the *Indian Act* a band is defined as a body of Indians who hold a reserve in common or who share in annuity money⁵⁶ so the division of land and annuities affected the legal status of the communities as separate bands. When they were treated as one large band each group was constrained in how they could deal with the reserves that they used and resided upon.

Early 19th Century Communities

In the late 1830s most of the Aboriginal inhabitants of the Huron Tract were still leading a fairly traditional way of life. Those of the Upper Reserve adjacent to the Township of Sarnia hunted on the unsettled parts of Sarnia and Moore Townships. The Walpole Island and Chenail Ecarte people hunted and used land in the unsettled parts of Sombra, Doan and the adjacent islands. Those of the Aux Sable used the unsettled parts of the Canada Company Tract. They maintained settled areas for planting and sugaring. According to an 1839 Indian Department report:

In winter most of these people resort to favourable situations for hunting and for making sugar, but return in the spring in time for planting. There is a missionary and school master, attached to the Upper Indian Reserve on the St. Clair both belong to the Wesleyan Methodist Society – Mr. Jones⁵⁷ is resident superintendent.⁵⁸

By the mid-1840s numerous families had settled on the Upper Reserve in the Township of Sarnia. This reserve of over 10,000 acres had attracted a Wesleyan Methodist missionary who was busy attempting to convert the Chippewa and Pottawatomi to Christianity. According to one church scholar, Sarnia had been earmarked for those who wanted to be Christianized and Walpole for the traditionalists. Walpole was populated by many American Indians who had

⁵⁵ Statement of Account, 1849 [circa], NAC RG 10 Vol. 443; J. B. Clench, Superintendent of Indian Affairs, to T. E. Campbell, Superintendent General, Department of Indian Affairs, March 27, 1849. NAC RG 10 Vol. 176 No. 3701-3800 Reel C-11,506; J. B. Clench to Colonel Robert Bruce, Superintendent General, Department of Indian Affairs, April 23, 1850; and W. Spragge, Deputy Superintendent General of Indian Affairs to Froome Talfourd, Visiting Superintendent, Indian Department, Sarnia, March 8, 1862. NAC RG 10 Vol. 452. During the period the Indian Superintendent actually kept a separate account of the two groups' share of funds and maintained separate distribution lists.

⁵⁶ The 1876 *Indian Act*, S.C. 1876, cap. 18, s. 3. While the circumstances of the Huron Tract people predated the *Indian Act* those basic administrative principles were being followed by the Indian Department prior to being formally codified in the legislation.

⁵⁷ William Jones held the rank of Assistant Superintendent at the Indian Department station on the St. Clair. He had served with the Indian Department since around 1831. His interpreter was Joseph St. Germain who had served since around 1812. See list of employees, Macauley Report, NAC RG 10 Vol. 117 p. 168,809.

⁵⁸ NAC RG 10 Vol. 117 p. 168762-168763. For entire 1839 Macauley Report, see pp. 168711-168867.

sought refuge in Canada; some were “companions of Tecumseh and one was a grandson of Pontiac.”⁵⁹

Missionaries made a concerted effort to convert the Chippewa. Wawanosh of Sarnia first accepted Methodism in 1835⁶⁰ and later welcomed the Anglican Church.⁶¹ The Indian Superintendent stationed at Sarnia also had responsibility for the people settled at River Aux Sauble, Kettle Point, and Moore Township Lower Reserve. He noted that individual farms and advances in agriculture were largely confined to the Upper Reserve.

While written records state that the reserve at River Aux Sauble had been occupied since about 1842, it is clear that the area was used and valued by the Chippewa long before that time as they had selected it for a reserve. Surveyor Burwell noted the chief's house at Kettle Point in 1826 and a visible gravesite near the mouth of the au Sauble River.⁶² In 1838 there was said to be a population of 27.⁶³ By 1842 there were about 60 acres under cultivation. One log house had been built and about 25 people were living in traditional wigwams.⁶⁴ By 1845 there were 27 people settled at Kettle Point, 49 at River au Sauble under Chief Quaykegoin and 35 people under Chief Wapagase for a total of 111 people at Kettle and Stony Point.⁶⁵ Chief Wapagase had been a chief at River au Sauble since at least 1839.⁶⁶ Chief Quaykegoin has signed the 1819, 1825 and 1827 treaties.⁶⁷

⁵⁹ John Webster Grant, *Moon of Wintertime: Missionaries and the Indians of Canada in Encounter since 1534* (Toronto: University of Toronto Press, 1984), p. 80. Elizabeth Graham also states that the portion of the St. Clair people who did not want to be “civilized” went to Walpole Island.

⁶⁰ Elizabeth Graham, *Medicine Man to Missionary: Missionaries as Agents of Change among the Indians of Southern Ontario, 1784-1867* (Toronto: Peter Martin Associates Limited, 1975), p. 38 (citing Christian Guardian March 18, 1835: 62). “It was rumoured that Wawanosh had tried to get [interpreter George] Henry out so he could appoint his son David as interpreter. In 1841 Wawanosh charged [agent] Keating ... with habitual intoxication and encouraging the Indians to drink, swearing, proselytizing for the church of England, etc. soon after this, charges were brought against Wawanosh by some of the Indians, supported by the agent, who accused him of mismanagement and improper conduct. The Methodist missionary, [William] Scott, supported Wawanosh, but in 1843 Wawanosh was dismissed from his position, and Mishebishee was appointed in his place,” p. 38. Mishebishee was succeeded by Joshua Wawanosh and David Wawanosh was appointed schoolteacher, p. 39.

⁶¹ Grant, p. 88. Graham states Edward Wilson claimed that Wawanosh and 12 to 14 families joined the Church of England, p. 39.

⁶² Ontario Surveyor General's Office, Crown Land Records, Field Books, Transcribed Volume 20, p. 536. The grave site is discussed further below.

⁶³ William Jones, “Numerical Return of Resident Indians, who to receive presents for the year 1838, at the Upper St. Clair Reserve”, August 31, 1838. NAC RG 10 Vol. 127.

⁶⁴ Province of Canada, *Journal of the Legislative Assembly*, Sessional Papers, Appendix EEE, “Report of the Affairs of the Indians in Canada, Laid Before the Legislative Assembly, 20th March 1845” Section II No. 4. Hereinafter cited as the Bagot Report. Sections I and II, unpaginated.

⁶⁵ A Chief Wa pa gace signed the 1825 provisional treaty and died in 1827. The family name became Johnston. This Chief Wapagase is likely a direct descendant. See Curnoe p. 153 and 156.

⁶⁶ William Jones to J. B. Clench, January 19, 1845. NAC RG 10 Vol. 438. Superintendent Jones notes Chief Wapagase as the Chief at au Sable in 1839. See Curnoe p. 153 and 156. See Appendix D for a population chart.

⁶⁷ See Appendix B for a list of chiefs who signed the treaties.

By the early 1840s the Chippewa at River Aux Sauble had split with the Methodists and the Anglican Bishop had appointed an Indian Catechist to serve them. A few families were reportedly Roman Catholic.⁶⁸ The Methodists conducted services at Aux Sauble again in the 1850s until Edward Wilson made inroads in 1868. In 1869 Wilson appointed a committee of four men to interview and recommend boys for further education in the church.⁶⁹ The Methodists regained ascendancy again in the 1870s.⁷⁰ The people at Kettle Point had not converted to Christianity by the early 1840s.⁷¹ It was reported that two log houses had been erected at Kettle Point and 20 acres had been improved by 1842.⁷²

By 1856 there were said to be eight families consisting of 44 people settled at Kettle Point and River Aux Sauble. They had cleared 59 acres for cultivation.⁷³ The information given by Superintendent Talfourd provides little specific information about the people at Kettle Point and Stony Point. A number of “strangers and half-breeds” had reportedly settled on one of the Lake Huron reserves; the agent claimed they did not share any rights in the land. Chief Ohawwanoo [Chemokomon] was a traditionalist who resisted any efforts to remove the people from their land.⁷⁴

Edward Wilson reported that by the late 1860s there were still some at Sarnia and Kettle Point that rejected Christianity, although he saw little evidence of traditional spiritual practices:

Pagan practices had fallen altogether into disuse. There were some Indians living who had been “medicine men”, but we never heard that they practised their charms. Still there were several families who held aloof from Christianity. When spoken to about being baptized, their reply was that they thought the Christian Indians behaved worse than the Pagan Indians, and that they were afraid if they were baptized they would become as bad.⁷⁵

Wilson states that there were about 100 people living at Kettle Point in the late 1860s. (This figure is more consistent with the figure of 111 cited by Superintendent Jones in 1845.) Some were Methodist, some Anglican and some had not accepted Christianity. The Chief was Ahbettuhwahnugund (Half a Cloud).⁷⁶ Wilson identified other members as David and Adam Sahpah,⁷⁷ a large

⁶⁸ Bagot Report, Section II, No. 4.

⁶⁹ Graham, p. 56.

⁷⁰ Graham, p. 39.

⁷¹ Bagot Report, Section II No. 4. See also Bagot Report Section III pp. 127-130 for Superintendent Jones' comments on the communities.

⁷² Bagot Report, Section II No. 4. See also Bagot Report Section III pp. 127-130 for Superintendent Jones' comments on the communities.

⁷³ Pennefather Report, p. 60; and Appendix No. 23, Return of Froome Talfourd, November 23, 1857. This population figure represents a drastic decline from the 111 listed by Jones in 1845. It may be in error.

⁷⁴ Pennefather Report, p. 60; and Appendix No. 23, Return of Froome Talfourd, November 23, 1857.

⁷⁵ Graham, p. 59 (citing Wilson 1886 p. 55).

⁷⁶ This is likely Chief Ashkebahgahneguod identified by Gulewitsch as a Chief at Kettle Point also known as John Big Knife, Chemokomon, Oshawawanoo or Shahwawanoo. Gulewitsch, pp. 20-21. Surveyor Mahlon Burwell drew a picture of Chief Chemokomon's house, war pole and tree house at

family of “Shaukeens” (probably Shawkence). The Kettle Point people had apple and cherry orchards and cultivated fields.⁷⁸ The missionary gained sufficient influence to obtain the permission of the council to allow the Church Missionary Society to establish a school.⁷⁹ An Indian catechist named John Jacobs was teaching school at Kettle Point by 1869.⁸⁰ The name Jacobs may have been derived from Chief Quaykegoin who was a signatory of the 1819, 1825 and 1827 treaties and was identified as a Chief at River au Sauble in 1845.⁸¹

Kettle Point in his 1826 field notes. His direct ancestors have the family names Shawnoo and Shawkence.

⁷⁷ Gulewitsch identifies Adam Sahpa as a chief councillor in 1895, p. 30.

⁷⁸ Edward Wilson, *Missionary Work among the Ojebway Indians*. London: Society for Promoting Christian Knowledge, 1886, pp. 26-31. Wilson stated that there were 400 Indians at Sarnia at this time. The Chief Ahbettuhwahnungund and the Shaukeens family were traditionalists who were converted to Christianity by Wilson in 1870 after a permanent church and school house were built at Kettle Point. He gave the chief the Christian name of Isaac which he was already known by, pp. 56-9. Gulewitsch identifies a Chief named Isaac Shawnoo holding office in 1860, p. 30.

⁷⁹ Graham, pp. 63-64.

⁸⁰ Wilson, pp. 31 and 47-8. Also Graham, p. 75.

⁸¹ See Appendix B regarding the name Quekegman, Qyaikeegon, Quaquakegon, Quakwegwon who signed the 1819, 1825 and 1827 treaties.

THE SEEDS OF DISCONTENT

The 1827 Treaty extinguished Indian title over a wide swath of southwestern Ontario and established the Kettle Point, Stoney Point and Sarnia Reserves. It also separated those who were signatories to the Treaty from those who were not. Most of the non-treaty people were descendants of immigrants from American territory, many of whom had supported the British for generations before the U.S./Canada boundary was established and the British withdrawal following the 1794 Jay Treaty. Loyalties to the British, open warfare, American removal policy and the fallout from the War of 1812 were all factors that brought them into British territory. Unequal rights held by the treaty and non-treaty Indians provoked discord and acrimony within the community that would last for generations.

The other major divisive influence was created by Indian Department administration of the communities as a single band. While the Indian Superintendent who dealt with the Chippewa as they negotiated the Huron Tract Treaty clearly treated them as separate and distinct groups associated with particular geographical locations, less than two decades later they were being administered by the Indian Department as a single regional band. Their unifying feature was that they had adhered to the Huron Tract Treaty and were considered to have a common and undivided interest in the Huron Tract reserves and annuity.

Their four reserves were the large tract at the Upper St. Clair River (Sarnia), and the three smaller reserves at Lower St. Clair River (Moore Township), Kettle Point, and River Aux Sauble (Stony Point). The annuity was £1,100 or \$4,400. Some of the chiefs who had adhered to the Huron Tract Treaty were from Chenail Ecarte (Walpole Island), so Indian Department officials included the people of Walpole Island in this regional Sarnia and Walpole Island Band. Walpole Island had not been set aside as the result of the treaty. It had been created as an "Indian refuge" for local groups and Algonquians who fled after the final conclusion of the wars in the United States and were settled there by Alexander McKee, Deputy Superintendent General of Indian Affairs (1794-99).

The treatment of these people as a large single band was a source of dispute and contention for almost a century. In the 1860s the single band was officially separated into the Walpole Island Band and the Sarnia Band, which included the Stony and Kettle Point people. That division left the Stony and Kettle Point communities in the minority and they complained repeatedly of being bullied and dominated by the much larger Sarnia Band. Council meetings were held at Sarnia and the agent was stationed there. The official division of the Sarnia Band into the Sarnia Band and the Kettle and Stony Point Band was not concluded until 1919.

The "American Indians" Debate

In the first half of the 19th century, the Imperial Government considered that there were two classes of Indians: those resident and more or less settled in the Province; and visiting Indians who occupied lands around the upper Great Lakes, in the United States and in the Hudson's Bay Company territory. Both resident and visiting groups were given annual presents as a mark of their treaty relationship with the British. The Chippewa of the Upper and Lower St. Clair River, River Aux Sauble, and Chenail Ecarte were amongst the resident Indians who received presents

on an annual basis in addition to their land cession annuity.⁸² Many Potawatomi, Ottawa and Chippewa living on the American side of the boundary were issued presents as visiting Indians.

In 1837, about 300 “Indians with their Chiefs” arrived at Sarnia from the American side. They met with the Chiefs at Sarnia and asked for land at Sarnia or on any of the other “Reserves belonging to this tribe.” Evidently, the Sarnia Chiefs had no objection to allowing the newcomers to join but were of the opinion that “a part of these Indians should settle on the Island [Walpole] another part here [Sarnia] another at Colborne and the residue at some of the establishments.”⁸³ The 1839-40 immigration of Pottawatomi (from Saginaw Bay, Michigan area) and Ottawa more than doubled the population at Walpole. According to the Indian Agent, they were “invited by the Proclamation of 1837, relative to the discontinuance of presents to Visiting Indians.”⁸⁴

By 1840, however, the Government of Upper Canada had adopted the position that they should not endorse the migration of Indians from the United States,⁸⁵ yet a few years later Imperial authorities decreed once again that the annual presents would only be issued to those Indians who permanently resided in Canada.⁸⁶ At that time a total of 26 chiefs and 1,114 men, women and children from Upper Clair Reserve, River Aux Sauble and Chenail Ecarte (Walpole Island) were receiving presents from the Crown. Of the total number, 27 had been wounded in action or were the wives of those wounded or killed; these people received “full equipment” indicating the extent to which they had supported the British in warfare likely the War of 1812. They were described as Chippewa and Potawatomi, indicating that some migrants were already established in the communities.⁸⁷

More Potawatomi migrated into the St. Clair area to avoid the removal policy being carried out in the American west.⁸⁸ When a large body of U.S. Potawatomi migrated into Upper Canada in 1845, officials directed them to relocate to Manitoulin Island or risk being excluded from “any further assistance from the Government.”⁸⁹ The Potawatomi who settled at Walpole shared the island but did not receive a treaty annuity, creating a disparity between the two groups.⁹⁰

Many years later the Superintendent General of Indian Affairs declared that certain “American Indians” were entitled to share in the treaty annuities. Those who relocated to Canada at the

⁸² NAC RG 10 Vol. 117 p. 168713. For entire 1839 Macauley Report, see pp. 168711-168867.

⁸³ William Jones, Indian Agent, Port Sarnia, to the Superintendent, Indian Department, July 7, 1837. NAC RG 10 Vol. 1916 File 2752.

⁸⁴ Bagot Report, Section II No. 5. This was the first warning that presents would no longer be given to anyone who did not reside on British soil.

⁸⁵ Minute, S. B. Harrison, Civil Secretary to the Lieutenant Governor of Upper Canada, October 2, 1840. NAC RG 10 Vol. 2022 File 8520.

⁸⁶ W. Anderson, S.I.A., Manitowaning, to the Chippewa Indians, January 31, 1842. NAC RG 10 Vol. 1916 File 2752.

⁸⁷ Bagot Report Section III, Appendix T, pp. 206-207. These figures are for 1842. Those receiving full equipment included: 6 chiefs, 13 warriors and 8 women (widows). Of the total issued 741 were to the people from St. Clair River, Kettle and Stony Point. Bagot Report, Appendix EEE, Section II No. 4.

⁸⁸ Bagot Report Section III, Appendix T, p. 132. Also Pennefather Report, p. 55.]

⁸⁹ Departmental Letter, J. H. Higginson, Civil Secretary, May 22, 1845. NAC RG 10 Vol. 2022 File 8520.

⁹⁰ Pennefather Report, p. 55.

invitation of the British after the Canada/U.S. boundary was established, and those born in Canada to parents who resided on the American side, were entitled to the protection of the British Crown and payments of annuity and interest money. However, those who immigrated “relatively recently” and “squatted on Indian Reserves” were excluded from treaty benefits, including the right to live on the reserves.⁹¹

Potawatomi living at Kettle and Stoney Points were adopted in 1873. A Council of some of the “old men and young men of Kettle Point and Sable Reserves” resolved to “adopt all in our Band the Potawatomes Brethren, who were emigrated from the United States to Canada many years ago and have been settled with us ever since ... that they become members in our Band and share with us both lands and annuities.” Ten men who were said to represent a total of 29 individuals signed the resolution.⁹² The Department of Indian Affairs had no objections to the Potawatomis sharing in the annuities at Kettle and Stoney Points.⁹³

The Indian Agent described the communities in 1872:

The total number of Chippewas on the Kettle Point Reserve is 56, and on the Sable Reserve 10: The foreign Indians are Pottowatomies, and number 38, but they have almost all been born there. The three heads, or patriarchs, of the little band, Wahdahsega, Manedookah, and Wolf, having come there from Wisconsin thirty eight years ago [around 1836]. These Pottowatomies are not oppressed in any way by the Chippewas, on the contrary they are getting more and more connected with them by intermarriage, but they are naturally anxious, and all the more so in view of the recent agitation against foreign Indians at Sarnia and Walpole Islands, that a title of occupation of the only home they now know should be guaranteed to them. Ambitions withal, they seem to cherish an expectation that the badge of inferiority will by and by be removed altogether by their incorporation into the Chippewa Band, and admission to their money privileges.⁹⁴

Because the “foreign Indians” had all been born in Canada, Indian Affairs ruled that they could not be removed from the reserves.⁹⁵ Six years later 69 residents of the Sarnia, Walpole, Kettle Point and Sauble Reserves called on the Superintendent General not to allow the descendants of the “American Indians” to be removed from the reserve.⁹⁶

⁹¹ Joseph Howe, Superintendent General of Indian Affairs, December 15, 1871. NAC RG 10 Vol. 1916 File 2752.

⁹² Band Resolution, Kettle Point and Sable Reserves, December 5, 1873. NAC RG 10 Vol. 1916 File 2752.

⁹³ E. A. Meredith, Deputy of the Minister of the Interior, to Joshua Green Bird, School Teacher, Kettle Point, December 22, 1873. NAC RG 10 Vol. 1916 File 2752.

⁹⁴ Robert Mackenzie, Indian Agent, Sarnia, to the Secretary of State for the Colonies, May 22, 1872. NAC RG 10 Vol. 1863 File 322. See also note by William Spragge, Deputy Superintendent General of Indian Affairs, February 2, 1872. NAC RG 10 Vol. 1863 File 322.

⁹⁵ Note by William Spragge, May 25, 1872. NAC RG 10 Vol. 1863 File 322.

⁹⁶ Petition of 69 principal men of the Walpole, Sarnia, Kettle Point and Sable Reserves, September 20, 1878. NAC RG 10 Vol. 2022 File 8520.

Debate persisted, however, as to what rights the “foreign” or “non-Treaty” Indians had to the reserve lands and annuities. In an effort to bring some closure to the debate, the Department of Indian Affairs began a series of elaborate investigations between 1878 and 1880 to identify or define those entitled to benefit from the Treaty. Residents of the Sarnia, Kettle Point, Sable (Stoney) and Walpole Island Reserves were interviewed and gave evidence as to their origins, the origins of their parents, place of residence, place of birth, length of residence on reserve, and so forth. In some instances, individuals were asked to report on their recollections as to the origins of other band members and the process by which “foreign Indians” came to be assimilated into the Chippewa Bands.⁹⁷ A review was also undertaken of Indian Affairs files. The following conclusions were reached:

1. The Chippewa Band of Sarnia and Walpole Island, representing 440 individuals, entered into Treaty in 1827 in return for a perpetual annuity and reserve lands on the St. Clair River and Lake Huron.
2. In the 1837 - 1840 period, a number of Indians, mainly Potawatomi and American Chippewas, moved to Walpole and Sarnia. These individuals were welcomed by the Principal Chiefs and invited to participate in the distribution of presents, though apparently in smaller amounts and as “... a mere indulgence granted by the other Indians.” (after the conclusion of a U.S. Treaty, three of four Chiefs chose to relocate with their followers to the Sarnia Reserve rather than to establish themselves on the new reserve established by the American government beyond the Missouri River).
3. Another large influx of American Indians, in large part Potawatomi, arrived in 1839-1840. Migrations also occurred, though in lesser numbers, in subsequent years.
4. Under the Superintendency of William Jones (1831 - 1843) and J. W. Keating (1839 - 1860), “... large numbers were admitted into the Band”, most likely with the concurrence of the Chief(s). Though in the early years these new members likely did not receive the annuity in full, in later years their share was equal to that of the original “treaty Indians”.
5. The newcomers did not initially participate in the distribution of annuity, or were given a small amount as a “gratuity” by the “Treaty” Indians. Over time, however, more and more of the “foreign” Indians were admitted into the Band as a result of intermarriage etc. By 1879, the original 440 band members had thus been increased to 1187.
6. By about the mid-1860’s, through this process of gradual integration, the “strangers” had come to outnumber the original inhabitants of the

⁹⁷ Notes of Evidence, Ebenezer Watson, Superintendent, October 3, 1878; Form of Declaration or Oath, Sarnia Reserve, December 2, 1879; and Abstract of Investigation at Sarnia Reserve, June 19, 1880 [circa, undated]. NAC RG 10 Vol. 2022 File 8520.

reserve and, in so doing, also achieved a majority of votes in Band elections.⁹⁸

So-called “non-Treaty” Indians petitioned to be allowed to maintain the status quo.⁹⁹ Some treaty people petitioned in support of the “non-treaty” group, arguing that they had been legally admitted to the Band by an act of Council.¹⁰⁰ One such petition elaborated further, stating:

That your Memorialists were severally members of the council Assembled and held at the Sarnia Reserve shortly after the arrival in Sarnia of the American Indians, who at the invitation of the British Government came over to Canada about the year 1837. At the said council it was decided that the said American Indians and their descendants should be considered as belonging to the said Band or tribe of the chippewas and that they should be entitled to participate in the land allotted and the annuity given by the British Government to the owners of the said Reserve. Some of the Indians who crossed over at said Town in the above year now reside at Walpole Island Kettle Point and the Sauble in the county of Lambton but by the act of the above council they are entitled to a share of the said land and annuity.¹⁰¹

The Indian Affairs inquiry ultimately concluded that 61 families (roughly 305 individuals) on the Sarnia Reserve were not entitled to annuity, while 92 families (460 individuals) were.¹⁰² The Deputy Superintendent General initially suggested that those not entitled be gradually removed from the payroll over a period of 15 years.¹⁰³ The Superintendent General decided not to interfere in the existing arrangements. Many of the treaty people objected to sharing the annuity because they had been admitted with the consent of the Chiefs and had been paid for many years, furthermore:

The inter-marriages which have since taken place have so connected the Indians that this fact taken into connection with those already stated has led the Dept. to conclude not to make any alteration in the Pay-sheets as they at present stand.¹⁰⁴

⁹⁸ Ebenezer Watson, Superintendent, to John A. Macdonald, Superintendent General, Department of Indian Affairs, March 18, 1879; and L. Vankoughnet, Deputy Superintendent General, Department of Indian Affairs, to Macdonald, October 1, 1880. NAC RG 10 Vol. 2022 File 8520.

⁹⁹ Petition of non-treaty Indians of Sauble Reserve, October 1879 [circa, undated]. NAC RG 10 Vol. 2022 File 8520.

¹⁰⁰ Petition of the “Majority of the treaty Indians” of Sauble and Kettle Point Reserves, October 13, 1879. NAC RG 10 Vol. 2022 File 8520.

¹⁰¹ Petition of the Chippewa Indians of Walpole Island, September 4, 1879. NAC RG 10 Vol. 2022 File 8520.

¹⁰² Vankoughnet to Macdonald, October 1, 1880. NAC RG 10 Vol. 2022 File 8520.

¹⁰³ Vankoughnet to [Ebenezer Watson], October 14, 1880. NAC RG 10 Vol. 2022 File 8520.

¹⁰⁴ Vankoughnet to E. Watson, Indian Superintendent, December 14, 1881. NAC RG 10 Vol. 2022 File 8520.

The “majority of the treaty Indians” of Sauble and Kettle Point Reserves lay the blame for the current disagreement squarely at the feet of Chief Wawanosh of Sarnia who was said to be waging a personal vendetta.¹⁰⁵

The debate reignited in 1883, with new complaints from a group of Chippewas who had enlisted the help of a local barrister to push their complaint against the participation of “outsiders” in Band elections and their receipt of annuity payments.¹⁰⁶ The Department of Indian Affairs, though maintaining that its earlier decision on the matter was final, nonetheless submitted the question of entitlement to the Department of Justice for consideration.¹⁰⁷ Justice’s opinion held that the only individuals entitled to the annuity were those who:

- (1) are of the blood of or intermarried with the Chippewas.
- (2) Have been adopted by the Chippewas and have thereby become to all intents and purposes Chippewas.
- (3) Have participated in the distribution for a considerable time with the consent of the Chippewas.¹⁰⁸

The early 1880s witnessed the continuation of the long-standing debate as to what constituted a true band member. For instance, 11 “Chippewa Potawatomes” resident at Sable River complained that they never received the annuity payments they had been promised in 1873.¹⁰⁹ Similarly, a group calling themselves “bona fide Treaty members of 1827” petitioned the government to allow “... the few Indians who it is claimed have been illegally receiving annuities to do so the same as if they were legal members of the Band.”¹¹⁰

Proposed Subdivision Survey and Beginning of Movement for the Separation of the Sarnia and Kettle and Stony Point Bands

In March 1885, the Sarnia Band Council passed a resolution calling for the survey of the Kettle and Stony Point Reserves into farm lots.¹¹¹ Both Kettle Point and Stony Point objected to the

¹⁰⁵ Petition of the “Majority of the treaty Indians” of Sauble and Kettle Point Reserves, October 13, 1879. NAC RG 10 Vol. 2022 File 8520.

¹⁰⁶ W. P. R. Street and H. Becher, Barristers, Solicitors, to L. Vankoughnet, Deputy Superintendent General, Department of Indian Affairs, October 17, 1883. See also H. Becher to David L. MacPherson, Superintendent General, Department of Indian Affairs, April 10, 1884. NAC RG 10 Vol. 2022 File 8520.

¹⁰⁷ Vankoughnet to Street and Becher, November 28, 1883; and W. Burbidge, Deputy Minister of Justice, to Vankoughnet, February 16, 1885. NAC RG 10 Vol. 2022 File 8520.

¹⁰⁸ Burbidge to Vankoughnet, February 16, 1885. The local Indian Agent was informed of the opinion ten days later. See Vankoughnet to Adam English, Indian Agent, Sarnia, and Alex McKelvey, Indian Agent, Wallaceburgh, February 26, 1885. Both on NAC RG 10 Vol. 2022 File 8520.

¹⁰⁹ Petition of eleven “Chippewa Potawatomes”, Sable River Reserve, to MacPherson, December 18, 1884. NAC RG 10 Vol. 1916 File 2752. They also stated that they were “... still settled on the Lands that was allotted to us by Agent Mackenzie & we have been Loyal subjects ever since”

¹¹⁰ Petition of the majority of the Treaty Indians of Sarnia, Kettle Point, and Sauble, January 1888 [circa, undated]. NAC RG 10 Vol. 2022 File 8520. The petition, signed by 41 individuals, laid the blame on ex-Chief William Wawanosh.

¹¹¹ Band Council Resolution, Sarnia Band, March 23, 1885. NAC RG 10 Vol. 2297 File 59207.

proposed survey and complaining of the Sarnia Band bullying them. They wanted to separate from Sarnia and form an independent Kettle and Stoney Point Band.¹¹² The matter was also pressed by the local M.P., who was also acting as solicitor for the Kettle and Stoney Point groups.¹¹³

Similar petitions were sent in 1892, with the added complaints that the Sarnia portion of the Band wanted to sell the Kettle and Stoney Point timber against their wishes. Furthermore, they stated that the reserves were always distinct and separate, having been "... the hunting grounds of their respective tribes and their property since before the Revolutionary War."¹¹⁴ One such petition also presented an alternate account of the method by which the three reserves came to be combined to form one Band, illustrating the degree to which the people at Kettle and Stoney Point distrusted those at Sarnia:

The Sarnia Chiefs deceived our Old chief Johnson Wahpahgass. They invited him to move to Sarnia and reside there, so Mr. Johnson Wahpahgass moved to Sarnia for a short time. They also asked Mr. Isaac and Mr. David to come to Sarnia but they refused to do so. The Sarnia Chiefs said come and pick out the lots anyhow. They refused entirely but as stated Mr. Johnson Wahpagass remained with them a little time or a few years, the Sarnia chiefs always persuading him to go for union of the three reserves. At last he consented so ever since they claim that we are one band and belonging to Sarnia and our reserves one.¹¹⁵

The Department of Indian Affairs steadfastly refused to consider Band separation, arguing that the movement was being driven by a few individuals motivated by a desire to illegally sell timber from the reserves. They also pointed out that the three reserves were set out under Treaty for the combined group and that any change in that arrangement would require the sanction of all three Bands.¹¹⁶ The Department would later argue, as well, that the Kettle and Stoney Point Reserves had their own Council for deciding on local matters and that if they were inconvenienced in travelling to Sarnia, it was only because they chose to reside at Kettle or

¹¹² Petition of the Chippewas of Sauble Reserve, June 3, 1885; and Petition of the Chippewas of Kettle Point Reserve, June 12, 1885. NAC RG 10 Vol. 2297 File 59207. Together, the petitions bear 15 names.

¹¹³ D. Macmillan, Macmillan & Cameron, Barristers, Solicitors, to L. Vankoughnet, September 12, 1885; Macmillan to John A. Macdonald, Superintendent General of Indian Affairs, September 30, 1885; and petition of the Chiefs and leading men of the Kettle Point and Sauble Reserves, September 28, 1885. NAC RG 10 Vol. 2297 File 59207.

¹¹⁴ Petition of the Chiefs and leading men of the Kettle Point and Sauble Reserves [18 names], September 28, 1885. NAC RG 10 Vol. 2297 File 59207. See also petition of 17 Chippewa Indians of Kettle Point and Aux Sauble, April 1891 [circa, undated]. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹¹⁵ Petition of the "majority of the male members of the Chippewa Band of Kettle Point and Sauble Indians", April 4, 1892. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹¹⁶ A. English, Indian Agent, Sarnia, to David L. MacPherson, Superintendent General, Department of Indian Affairs, June 11, 1885; L. Vankoughnet to D. Macmillan, September 24, 1885; Vankoughnet to Macmillan, October 22, 1885. NAC RG 10 Vol. 2297 File 59207.

Stoney Points instead of with the bulk of the Band at Sarnia.¹¹⁷ In short, the Department concluded that "... the latter two Bands have really no grievances at all."¹¹⁸

Nonetheless, the Band's complaints were investigated in the summer of 1892.¹¹⁹ The Indian Affairs inspector interviewed the Kettle and Stoney Point groups in Council and then had them present their grievances before the Sarnia Council. Both the Sarnia Council and the Inspector opposed the separation. On the Inspector's recommendation, the Superintendent General ultimately decided against separation but in favour of holding one Council meeting of the "united Council of the Sarnia and Kettle and Stoney Point Indians" a year at Kettle Point.¹²⁰

Relations with the Indian Agent may have been strained at this time. In October 1892, the Band Council elections of the previous June were set aside by Order in Council owing to numerous irregularities and complaints from band members. The same Order in Council recommended the censure of Indian Agent Adam English.¹²¹ English had allowed a week between the filing of nominations and polling on the Sarnia Reserve but had conducted nominations and polling on the same day at Kettle Point. It was also found that English had refused to allow scrutineers or interpreters at the meeting and prevented candidates from making speeches before the vote.¹²²

Renewed Attempts at Survey

The Sarnia Band Council passed a resolution calling for a boundary survey of the Kettle and Stoney Point Reserves when Stoney Point's John Johnston was not at the council meeting.¹²³ Kettle and Stoney Point protested¹²⁴ and the survey was called off in February 1897.¹²⁵

¹¹⁷ Vankoughnet to E. Dewdney, Superintendent General of Indian Affairs, May 16, 1891. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹¹⁸ [Vankoughnet] to George Moncrieff, M.P., May 19, 1892. NAC RG 10 Vol. 2568 File 115678 Pt. 1.

¹¹⁹ [R. Sinclair, Chief Clerk, Department of Indian Affairs], to A. Dingman, Inspector of Indian Agencies and Reserves, Department of Indian Affairs, June 21, 1892. NAC RG 10 Vol. 2568 File 115678 Pt. 1.

¹²⁰ Dingman to Dewdney, September 28, 1892; Vankoughnet to English, March 29, 1893; and Hayter Reed, Deputy Superintendent General, Department of Indian Affairs, to Adam English, January 10, 1894. NAC RG 10 Vol. 2568 File 115678 Pt. 1.

¹²¹ Order in Council, October 14, 1892. NAC RG 10 Vol. 2465 File 96270.

¹²² Dingman to Dewdney, August 30, 1892. NAC RG 10 Vol. 2465 File 96270.

¹²³ Band Resolution, Sarnia, Kettle Point and Sable Band Council, July 4, 1894. NAC RG 10 Vol. 2763 File 151900.

¹²⁴ Sam Bray, Surveyor, Department of Indian Affairs, to Adam English, July 21, 1894; John Johnson, Chief, Stony Point, to the Department of Indian Affairs, November 2, 1894; George Moncrieff, Moncrieff & Gausby, Barristers & Solicitors, to [T. M. Daly, Superintendent General of Indian Affairs], November 18, 1894; W. A. Austin, Surveyor in Charge of Technical Branch, to Reed, November 23, 1894; Reed to Adam English, November 26, 1894; NAC RG 10 Vol. 2763 File 151900.

¹²⁵ English to Reed, November 28, 1894; English to Reed, June 18, 1895; W. A. Austin to the Chief Clerk, Department of Indian Affairs, June 29, 1895; D. C. Scott, Chief Clerk, Department of Indian Affairs, to T. Mayne Daly, April 18, 1896; English to Reed, April 22, 1896; Petition of Jeffrey Bressette, Kettle Point Reserve, to Clifford Sifton, Superintendent General of Indian Affairs, January 19, 1897; Sifton to Reed, February 10, 1897; and Bray to English, and J. Bressette, Kettle Point, February 12, 1897. NAC RG 10 Vol. 2763 File 151900.

Meanwhile, Stoney Point Chief John Johnston continued to press for separation, prompting Indian Affairs to launch another investigation.¹²⁶ The report opposed separation, arguing that the reserves were set aside for the common benefit of the three bands; that the funds held in common by the bands, and amply shared by Kettle and Stoney Points, were mostly the product of land sales at Sarnia; and that separation would deprive the Kettle and Stoney Point groups of the progressive influence of the “more intelligent” Sarnia group. It was also suggested that the separation movement was driven by a desire on the part of some of the leading Kettle and Stoney Pointers to engage in the illegal sale of reserve timber and on an unfounded belief amongst band members that the Sarnia group wanted the reserves subdivided in view of a future sale.¹²⁷ The inspector believed that a survey of the reserve would quell many of the quarrels within the community, including the desire to separate from Sarnia.

The Band Council at Sarnia again passed a resolution asking for the subdivision of the reserves, which was again objected to by Kettle and Stoney Point petitioners.¹²⁸ Indian Affairs responded with a compromise, ordering a boundary, but not a subdivision survey in the early summer of 1897.¹²⁹ Stoney Point Chief Johnson was also informed that the separation of the three reserves would not be allowed.¹³⁰

Final Survey of Kettle and Stony Point Reserves

The proposed 1897 survey was never undertaken.¹³¹ Requests and objections to a subdivision survey continued as before¹³² until Indian Affairs finally decided to conduct a survey in February 1900.¹³³ The cost of \$1,100 was paid out of the Chippewas of Sarnia capital account.¹³⁴ The

¹²⁶ Petition of John Johnson, Chief, Aux Sable Reserve, January 1897 [circa, undated]; Petition of the Indians of Kettle and Stony Point, March 22, 1897; [illegible signature], to Clifford Sifton, Minister, Department of the Interior, March 26, 1897; and Reed to J. A. Macrae, Inspector of Indian Agencies, March 31, 1897. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹²⁷ Macrae to Reed, June 5, 1897. NAC RG 10 Vol. 2568 File 115678 pt. 1; and Macrae to Reed, April 28, 1897. NAC RG 10 Vol. 2763 File 151900. Similar arguments were made by Indian Agent English. See English to Reed, February 12, 1897; and English to Reed, April 30, 1897. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹²⁸ Band Resolution, Sarnia Reserve, April 17, 1897; and Petition of the Indians of Kettle and Stony Point, April 26, 1897 [circa, undated]. NAC RG 10 Vol. 2763 File 151900.

¹²⁹ Clifford Sifton, Superintendent General, Department of Indian Affairs, to J. D. McLean, Acting Secretary, Department of Indian Affairs, May 27, 1897; and J. D. McLean to F. W. Flater, P.L.S., June 2, 1897. NAC RG 10 Vol. 2763 File 151900.

¹³⁰ McLean to John Johnson, Chief, Stoney Point, July 10, 1897. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹³¹ McLean, Secretary, Department of Indian Affairs, to Adam English, February 13, 1899; and Flater to McLean, February 13, 1899. NAC RG 10 Vol. 2763 File 151900.

¹³² English to J. A. Smart, Deputy Superintendent General of Indian Affairs, May 12, 1899. NAC RG 10 Vol. 2568 File 115678 pt. 1; and Band Council Resolution, Sarnia Reserve, November 10, 1899; W. G. Owens, Barrister, Solicitor, to Clifford Sifton, November 15, 1899; Macrae to McLean, November 20, 1899; English to McLean, December 1, 1899; S. Bray, Chief Surveyor, Department of Indian Affairs, to McLean, December 4, 1899; and petition of the Indians residing on the Kettle and Stony Point Reserves, April 2, 1900. NAC RG 10 Vol. 2763 File 151900.

¹³³ McLean to W. S. Davidson, O.L.S., Sarnia, February 7, 1900; and McLean to James Johnston, Chief, Stoney Point, April 17, 1900. NAC RG 10 Vol. 2763 File 151900.

surveyor was instructed to provide an "... estimate as to the value of each Lot, and its general description, with special reference to the timber and soil."¹³⁵ Surveyor Davidson reported that the lots fronting on Lake Huron at Kettle Point were small but "... may be valuable for summer resort purposes as they adjoin the celebrated Kettle Point Bass fishing ground."¹³⁶ The survey listed 20 individuals at Kettle Point and 16 at Stoney Point, indicating the type of improvement owned by each and its estimated value.¹³⁷ The family names were distributed as follows:

KETTLE POINT SURNAMES	STONEY POINT SURNAMES
George (2 individuals listed)	George (5 individuals listed)
James	James
Alexander	Henry
Bresette (4 individuals listed)	Johnson (5 individuals listed)
Greenbird	Wolfe
Shawana (3 individuals listed)	Quakegas barwequa
Cloud	Elijah
Shawkence (4 individuals listed)	
Davis	
Pewash	
Southwind	
Thomas	

The Band Council at Sarnia approved the subdivision of Kettle Point on September 4, 1901.¹³⁸

Removal of U.S. Potawatomis from Stony Point Reserve

In November 1899, some "Kettle Point Indians", presumably Potawatomi, again complained that they had not received any annuity money from the government since May 1855.¹³⁹ At that time, Inspector Macrae recommended that the "Indians" or individuals of "Indian blood" who were living with bands but not recognized as members be "carefully enumerated." The purpose of the enumeration was to have "adoption on proper terms into the bands" or give them the "opportunity to settle on the Manitoulin or Walpole Island."¹⁴⁰

¹³⁴ OCPC #374, February 20, 1900; and J. D. McLean to W. S. Davidson, March 2, 1900. NAC RG 10 Vol. 2763 File 151900. The expenditure of Band funds was approved by Order in Council.

¹³⁵ McLean to Davidson, March 2, 1900. NAC RG 10 Vol. 2763 File 151900.

¹³⁶ Davidson to McLean, June 20, 1900. NAC RG 10 Vol. 2763 File 151900.

¹³⁷ Valuation of Improvements on Kettle Point and Stoney Point Reserves, June 28, 1900. NAC RG 10 Vol. 2763 File 151900. For more detail on the survey see additional correspondence on file: McLean to Davidson, November 10, 1900; A. Weir, Barrister & Solicitor, to McLean, January 28, 1901; S. Stewart, Assistant Secretary, Department of Indian Affairs, to Weir, February 1, 1901; and Weir to McLean, March 2, 1901.; and Bray to McLean, March 5, 1901; McLean to James Robertson, O.L.S., Glencoe, Ontario, March 6, 1901; McLean to English, April 10, 1901; and James Robertson to McLean, August 1, 1901. NAC RG 10 Vol. 2763 File 151900.

¹³⁸ Band Council Resolution, Sarnia Council, September 4, 1901. NAC RG 10 Vol. 2763 File 151900.

¹³⁹ Stephen Elliott, Cape Croker, to Clifford Sifton, Superintendent General of Indian Affairs, November 1899. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁰ Macrae to McLean, November 13, 1899. NAC RG 10 Vol. 1916 File 2752.

Ultimately, the inclusion of U.S. Potawatomi in the Kettle and Stoney Point Reserves was decided in 1900 by Band Council Resolution. Seven Potawatomi families were to be dispossessed of their holdings in the Kettle Point and Stoney Point Reserves and placed upon 50 acres in the south-east corner of the Stoney Point Reserve. Twenty-eight of the 31 individuals affected by the order had been born and raised on either of the two reserves.¹⁴¹ The displacement of the Potawatomis of Kettle and Stoney Point was tied directly to the subdivision of the reserve. The local Indian Agent reported that:

... as we are about subdividing Kettle and Stoney Point Reserves, it was thought wise that a certain quantity of land should be set apart for those people, hence the general council, after a considerable discussion took place. It was moved by Francis W. Jacobs seconded by James Menass Jun^r to set apart fifty acres of land on South east corner of Stoney Point Reserve for those Potawattamies as a final gift. It was carried by 21 of a majority. 38 for & 17 against.¹⁴²

The results of the vote suggest that the decision of the council was far from unanimous. It was later revealed that only the Sarnia portion of the Band voted on the resolution.¹⁴³ Indian Agent English reported that the Chippewas of Sarnia fully intended to compensate the Potawatomis for the loss of their improvements and he was of the opinion that 50 acres was more than enough to accommodate the group.¹⁴⁴

By the summer of 1900, the Potawatomi claimants, who numbered 7 families totaling 31 individuals, had acquired the help of local lawyer W. G. Owens and sought:

1. To be confirmed in the possession of their present holdings, or to be allotted sufficient lands elsewhere; and allowed for all improvements on their present holdings.
2. To be allowed to share in annuities.
3. To be paid all back annuity since 1856.

Owens also elaborated on the origin of the group, stating that “These men and their families are descendants of certain Pottowattomi Indians, who at one time resided at or near Green Bay Michigan, but their ancestors removed to Canada in or about the year 1837 upon the Invitation of the British authorities upon the representation that they would be paid bounty, etc, and rewarded for their loyalty in 1812, and have resided here ever since.”¹⁴⁵

Indian Affairs reviewed its files and concluded that the 1873 claim for admission was never acted upon and opined that the resolutions passed by the Sarnia Band had only had the support of a minority of the Band. In future, Accountant Scott suggested that the claim “should not be

¹⁴¹ Petition of the Potawatomi residents of Stoney Point to Clifford Sifton, Superintendent General of Indian Affairs, March 30, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴² Agent English and Francis W. Jacobs, Secretary, to Indian Affairs, April 10, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴³ S. Stewart, Assistant Secretary, Indian Affairs, memorandum, June 8, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁴ English to McLean, April 23, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁵ W. G. Owens, Barrister, Forest Ontario, to J. A. Smart, Deputy Superintendent General of Indian Affairs, July 28, 1900. NAC RG 10 Vol. 1916 File 2752.

viewed with favour unless a unanimous resolution is passed by the whole Chippewa Band of Sarnia.”¹⁴⁶ Similarly, Owens was informed that as the Potawatomi were not a party to the 1827 surrender, they were not entitled to, nor did they receive, a share of the annuity money derived therefrom. Instead, they had received regular presents distributed by the British until these were discontinued in 1856.¹⁴⁷

Owens was also told that upon their arrival in 1837, all the Potawatomi were encouraged to establish themselves on Manitoulin Island. If instead the Potawatomi had chosen to associate themselves with an established band, any privileges (participation in annuity, etc.) were dependent upon a vote of these bands.¹⁴⁸

Two months later, in October 1900, a group of seven Potawatomi petitioned the Superintendent General of Indian Affairs stating that they intended to relocate to Wisconsin. They asked that their improvements be appraised and that the appraised value be paid out to them in order that the petitioners “... may be able to leave the said reserve at as early a period as possible.”¹⁴⁹ This request was approved at the regular monthly Council meeting held at Sarnia in November 1900.¹⁵⁰ Agent English reported that he was not aware of any undue pressure being brought to bear on the group to leave the reserve. He also forwarded an independent valuation of the various lots to be vacated.¹⁵¹ The payment of compensation to the six families was approved by Order in Council in June 1901.¹⁵²

The removal of the Potawatomi was not universally welcomed. A petition from five individuals stated that the Potawatomi families had come to the reserves under British protection and lived in friendship. The petitioners also claimed that the segregation of the Potawatomi on 50 acres of the Stoney Reserve was driven by the “Sarnia Indians” and that “There are a number of others, who, the Sarnia Indians say, are in the same position, and must also leave the Reserve; some even of the Council.”¹⁵³

Assistant Secretary S. Stewart summarized the relationship to date with the Potawatomi in a June 8, 1901 memorandum:

The Pottawattimies came over to Canada between the years 1835 and 1840, and, along with many other Indians who came over at that time, were offered lands by the Government on Manitoulin Island, but preferred to take up their residence at Kettle Point, as it was occupied by Indians with whom they were on terms of friendship.

¹⁴⁶ D. C. Scott, Accountant, Department of Indian Affairs, to J. D. McLean, August 2, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁷ McLean to Owens, August 14, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁸ McLean to Owens, August 14, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁴⁹ Petition of Potawatomi resident at Kettle Point, to Clifford Sifton, Superintendent General of Indian Affairs, October 11, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁵⁰ Band Council Resolution, November 14, 1900. NAC RG 10 Vol. 1916 File 2752.

¹⁵¹ McLean to English, May 2, 1901; and English to McLean, May 20, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵² Memorandum to Council, May 31, 1901 and OCPC #1214, June 29, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵³ Petition to Superintendent General Sifton, June 4, 1901. NAC RG 10 Vol. 1916 File 2752.

No opposition appears to have been offered by the Indians owning the Kettle Point Reserve to the Pottawattimies locating at that place, and it was not until the question was raised of the right of the Pottawattimies to share in the annuities of the Chippewas of Sarnia that there was any difficulty regarding them.

The Indians who own the Reserve have not been unanimous as to the manner in which the Pottawattimies should be dealt with. A number of the Indians have held the view that the Pottawattimies should be adopted into the Band and be allowed all the privileges of membership, while another portion, which constitutes a majority of the Band, strongly objects to this action being taken.

Early in 1900 it was decided to have a subdivision survey of the Reserve made, and at a Council of the Band held 10th April of that year, a resolution was passed by a vote of 38 to 17, the Sarnia portion of the Band alone voting, setting apart fifty acres of land on the Southeast corner of the Stony Point Reserve for the Pottawattimies as a final gift.

...

The Pottawattimies are not satisfied with the action taken and six of them have decided to remove to Wisconsin on being paid for their improvements.¹⁵⁴

As per instructions, the local Indian Agent, J. A. Macrae, interviewed a number of Potawatomi to determine their views regarding their relocation to Wisconsin. Macrae reported on June 19, 1901 that of the six individuals he spoke to, only one, John Wolfe, stated that he "... would prefer to hold the 41 ac. he has ..."¹⁵⁵ At the request of their lawyer, Secretary McLean also provided a statement affirming that the group "... have never been recognized by this Department as other than American Indians, and therefore have never been given the status under our law as Canadian Indians."¹⁵⁶

Victor Gulewitsch noted in his 1995 work entitled "The Chippewas of Kettle & Stony Point: A Brief History" that "It took until December of 1941 before the last of the 'non-treaty' families became full members of our community."¹⁵⁷

Administrative Separation from the Sarnia Band

The "deportation" of the Kettle Point Potawatomi provoked a great deal of unease within the community. Other members employed a Sarnia law firm to ascertain from the Superintendent

¹⁵⁴ S. Stewart, Assistant Secretary, Department of Indian Affairs, memorandum, June 8, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵⁵ Macrae to McLean, June 19, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵⁶ Owens to McLean, July 20, 1901; and McLean to Owens, July 23, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵⁷ Gulewitsch, p. 14.

General of Indian Affairs whether they would be allowed to stay at Kettle Point since their ancestors had also migrated from the U.S., albeit following their service in the war of 1812.¹⁵⁸ They also pressed to be separated from the Sarnia Reserve, because the latter outvoted them by two to one, with the result that Kettle Point had practically no voice whatsoever in the councils of the Band. The lawyers sought advice from the Department as to what steps were necessary for the Kettle Point Indians to form their own Band, separate from Sarnia.¹⁵⁹

Indian Affairs advised that the consent of all three groups, namely Sarnia, Kettle Point and Aux Sable, would be required. Assistant Secretary Stewart warned that "... there are considerations which constitute in the eyes of the Department very grave objections to the entertainment of the proposal."¹⁶⁰ These "grave objections" appear, however, to have generally faded by November 1913, at which time the Assistant Deputy and Secretary of the Department of Indian Affairs invited the Head Chief and one councillor from each of the Sarnia and Kettle and Stoney Point groups to a meeting in Ottawa to confer on "important business."¹⁶¹ The result of this meeting was a draft agreement for separation of the two groups. The agreement stipulated that each was to become the sole owners of their respective reserves and that the capital funds and annuity standing to the credit of the combined band would be divided on a per capita basis.¹⁶² The agreement was later returned to the Department bearing the signatures of 17 individuals, apparently of the Kettle and Stony Point Reserves.¹⁶³

Interestingly, the proposal appears to have been met with a petition by 10 individuals "... residing at Kettle Point & Stoney Point" calling for maintenance of the association with the Sarnia Band.¹⁶⁴ A similar petition was also prepared in July 1914.¹⁶⁵ In both cases, the petitioners pointed to their large families as reasons for maintaining the status quo.

Chief Maness offered his pledge to Secretary McLean on December 22, 1913 that he would put the question before a general council of the Band.¹⁶⁶ The two sides could not, however, agree on a formula for dividing the Band funds and the matter was dropped in December 1914.¹⁶⁷ Indian Affairs' position on separation had clearly changed by 1914, as the Deputy Superintendent

¹⁵⁸ Kittermaster & Gurd, Barristers and Solicitors, Sarnia, to Clifford Sifton, Superintendent General of Indian Affairs, August 26, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁵⁹ Kittermaster & Gurd to Sifton, August 26, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁶⁰ S. Stewart, Assistant Secretary, Department of Indian Affairs, to Kittermaster & Gurd, August 29, 1901. NAC RG 10 Vol. 1916 File 2752.

¹⁶¹ McLean to M. A. Saunders, Indian Agent, Sarnia, November 11, 1913. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶² Draft agreement between the Chippewas of Sarnia and the Chippewas of Kettle and Stoney Point, December 1913 [circa]. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶³ McLean to Chief Elijah Manass, Sarnia, December 18, 1913. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶⁴ Petition of "parties residing at Kettle Point & Stoney Point", December 12, 1913. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶⁵ Petition of members of Kettle and Stony Point, July 23, 1914. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶⁶ Chief Maness, Sarnia, to McLean, December 22, 1913. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶⁷ Petition of members of the Sarnia Band, January 1914 [circa, undated]; Timothy Maxwell, Indian Agent, Sarnia, to McLean, February 14, 1914; Maxwell to McLean, June 18, 1914; and McLean to Joel Pewash, Ravenswood, Ontario, December 3, 1914. NAC RG 10 Vol. 2568 File 115678 pt. 1.

General stated that it was considered “in the interest of the Chippewa Indians that the band should be divided,” but the ultimate decision rested with the Band itself.¹⁶⁸

Indian Affairs had acknowledged by early 1915 that the Band could not agree on division, however, the Department nonetheless granted the reserves a measure of autonomy in dealing with surrenders of reserve lands in March 1915. On the basis of Section 49, subsection 2 of the *Indian Act*, the Department ruled that “... in the future in submitting surrenders that as regards land on the Sarnia reserve, the vote shall be only taken from the Indians resident on or near the reserve, and that as regards land on the Kettle and Stony Point reserve, the vote shall only be taken from the Indians resident on or near this reserve.” The division of funds accruing from such surrenders was to remain as before. The subsection referred to stipulated that “No Indian shall be entitled to vote or be present at such Council unless he habitually resides on or near and is interested in the reserve in question.”¹⁶⁹

Petitions calling for the full separation of the Kettle and Stony Point Band from the Sarnia Band resumed in 1917, but it was not until April 1919 that a general meeting of the Indians of Sarnia and Kettle and Stony Point was called to discuss the separation question.¹⁷⁰ The Sarnia and Kettle & Stony Point Band reached an agreement as to the division of the reserve lands, annuity and capital funds of the combined band in April 1919.¹⁷¹ The agreement was approved by Order in Council on May 1, 1919.¹⁷²

The shift in opinion by the Department of Indian Affairs may be partially explained by a short, undated note written by the Deputy Superintendent General of Indian Affairs in which he states:

The attached memorandum to His Excellency in Council is a good advance towards obtaining a surrender of a portion of the Sarnia reserve, which the Department is endeavouring to accomplish. The diverse interests of the two sections of the band prevented a majority vote on any question of importance.

...

When the agreement is accepted by His Excellency in Council we will be able to deal separately with the bands, and will, no doubt, in due course obtain a surrender of the Sarnia band of the portion of the reserve which is required for the expansion of the city of Sarnia.¹⁷³

¹⁶⁸ D. C. Scott, Deputy Superintendent General, Department of Indian Affairs, to Joseph Elijah Armstrong, M.P., Petrolea, Ontario, January 7, 1914. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁶⁹ W. A. Orr, Officer in Charge, Lands and Timber Branch, Department of Indian Affairs, to Scott, March 10, 1915; and McLean to Maxwell, Indian Agent, Sarnia, March 30, 1915. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁷⁰ Declaration of Cornelius Shawanoo, Joel Pawaush and Stephen Shawanoo, Kettle Point Indian Reserve, June 29, 1917; petition of the 31 Chippewas of Kettle and Stony Point, September 26, 1917; and Scott to Thomas Paul, Sarnia Indian Agent, April 8, 1919. NAC RG 10 Vol. 2568 File 115678 pt. 1.

¹⁷¹ Separation agreement, April 15, 1919. DIAND Indian Land Registry #X14790.

¹⁷² OCPC #915, May 1, 1919. DIAND Indian Land Registry #X14790.

¹⁷³ Note by Deputy Scott, circa April 1919. NAC RG 10 Vol. 2568 File 115678 pt. 2.

LAND SURRENDERS ON KETTLE AND STONY POINT

As early as 1912, the Thedford Board of Trade began agitating to have the Stoney Pointers relocated so that their reserve could be opened for settlement.¹⁷⁴ The Clerk in Charge of the Indian Affairs Lands and Timber Branch, W. A. Orr, was forced to admit that the Department did not have any information as to the number of residents on the reserve or the extent of their improvements. Nonetheless, the possibility of a surrender was investigated by the Department.¹⁷⁵ The request was, however, thwarted upon the Board of Trade being informed that "... it would require a majority vote of the Sarnia, Aux Sable and Kettle Point bands to effect this change", rather than just the Stony Point Indians as was initially thought.¹⁷⁶

Shoreline Taking at Kettle Point

Eleven years after this aborted attempt, W. I. Kemp and his associates tried to lease a portion of the Kettle Point waterfront lots for the purpose of erecting recreational facilities.¹⁷⁷ Some band members opposed the proposal and engaged W. G. Owens as their lawyer. Owens argued that "The Lessee evidently proposes to sublet this property in a small lots ... to derive therefrom a very large revenue ... the interest of the band would suffer very considerably for the benefit of a private individual."¹⁷⁸

Though two votes were held on the proposal, the results were mixed and inconclusive. Additionally, though the local Indian Agent initially backed the proposal, he ultimately changed his mind, arguing that it would divide the Band and cause trouble. In the end, the Department of Indian Affairs decided not to proceed with the agreement.¹⁷⁹

A similar proposal for the purchase of two lots in the Kettle Point Reserve for the purpose of "... building a club house, and summer cottages", was put before the local Indian Agent by Crawford and Co. in January 1927.¹⁸⁰ The same day, Indian Agent Thomas Paul recommended the application to Indian Affairs, arguing that the land was white drifting sand, worthless for agricultural purposes, and had never produced any revenue for the Indians.¹⁸¹ Within ten days,

¹⁷⁴ [A. J. Grant, Secretary-Treasurer,] Thedford Board of Trade, to J. E. Armstrong, M.P., Lambton East, December 14, 1911. NAC RG 10 Vol. 7794 File 29029-2.

¹⁷⁵ W. A. Orr, In Charge, Lands & Timber Branch, to the Deputy Minister, February 1, 1912; and McLean, Assistant Deputy and Secretary, Department of Indian Affairs, to J. G. Ramsden, Chief Inspector of Indian Agencies, Ottawa, February 2, 1912. NAC RG 10 Vol. 7794 File 29029-2.

¹⁷⁶ F. Pedley to J. E. Armstrong, February 20, 1912. NAC RG 10 Vol. 7794 File 29029-2.

¹⁷⁷ James L. Kemp, Barrister, Ottawa, to the Deputy Superintendent General of Indian Affairs, August 29, 1923; and "Articles of Agreement" between the Department of Indian Affairs and Wesley Irving Kemp, October 11, 1923. NAC RG 10 Vol. 8016 File 471/32-8-44-11.

¹⁷⁸ W. G. Owens, Barrister, Stratford, to the Superintendent General of Indian Affairs, September 19, 1923. NAC RG 10 Vol. 8016 File 471/32-8-44-11.

¹⁷⁹ Indian Claims Commission. *Inquiry into the 1927 Surrender Claim of the Chippewas of Kettle and Stony Point First Nation*. (Ottawa: Indian Claims Commission, March 1997) pp. 13-17.

¹⁸⁰ Crawford and Co., Sarnia, Ontario, to Thomas Paul, Indian Agent, Sarnia, January 15, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸¹ Paul to McLean, January 15, 1927. NAC RG 10 Vol. 7794 File 29029-2.

the Department of Indian Affairs had produced a draft description for surrender covering the subject lands.¹⁸²

At about the same time, evidence of friction within the community also began to appear. In February, John J. Millikan, Sam Bressette and Robert George petitioned the Department to allow a general council to be held for the purposes of surrendering the lots. They added that "... the majority of the voters are in favor of the sale of this land and are anxiously waiting for a general council." They also warned of letters sent by Cornelius Shawanoo, stating that if his letters had "... anything to do with the delaying of this sale please do not pay any attention to them no doubt the most of his letters are fictions."¹⁸³ Shawanoo did, in fact, write numerous letters protesting the proposed surrender. On March 21, 1927, Shawanoo complained that Crawford was offering \$10 as an enticement to those who would agree to vote for the surrender and that the surrender was being pushed forward by those who were not "Original Members of Kettle Point."¹⁸⁴ The question of who qualified as a Band member was also brought up again by Shawanoo.¹⁸⁵

Interestingly, Indian Affairs Secretary McLean informed Agent Paul in February 1927 of Kemp's 1923 proposal.¹⁸⁶ The following day, Kemp placed an offer of \$15,000.00 for 209 acres of land encompassing Lot 8, Range A, and Lots 8 and 9, Range B.¹⁸⁷ McLean initially forwarded the offer to Agent Paul, instructing him to present it to the Band Council "at the earliest possible date."¹⁸⁸ Eight days later, however, McLean sent a telegram to Paul stating, "... defer action in this matter until further advised Stop Will instruct again by letter."¹⁸⁹ No subsequent correspondence pertaining to the Kemp offer has been found.

Three days after McLean's telegram, William Goodison, the M.P. for Lambton West, submitted an offer of \$85.00/acre on behalf of A. W. Crawford for the 83 acres he had originally applied for in January.¹⁹⁰ Indian Affairs initiated a discussion with the local Member of Parliament, W. T. Goodison, who was "very strongly in favor of Mr. Crawford's proposition, and has requested the Department to give it every possible consideration."¹⁹¹

A resolution endorsing the surrender in exchange for a cash payment of \$85 per acre, moved by Robert George and seconded by Sam Bressette, was passed at a general council on March 20,

¹⁸² Description for Surrender, Department of Indian Affairs, January 24, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸³ Chief John J. Millikan, Sam Bressette, Robert George and William George, Ravenswood, Ontario, to the Department of Indian Affairs, February 11, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸⁴ Cornelius Shawanoo, Forest, Ontario, to the Department of Indian Affairs, March 21, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸⁵ Shawanoo to the Department of Indian Affairs, March 21, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸⁶ McLean to Thomas Paul, February 21, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸⁷ James Kemp, to Charles Stewart, Superintendent General of Indian Affairs, February 22, 1927. NAC RG 10 Vol. 7794 File 29029-2. The Kemp offer amounts to approximately \$72 / acre.

¹⁸⁸ McLean to Paul, March 1, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁸⁹ McLean to Paul, March 8, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁰ W. I. Goodison, Member of Parliament, Lambton West, to J. C. Caldwell, March 11, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹¹ Officer in Charge, Lands and Timber Branch, Department of Indian Affairs, to D. C. Scott, Deputy Superintendent General of Indian Affairs, March 14, 1927. NAC RG 10 Vol. 7794 File 29029-2.

1927. The resolution was signed by John Milliken, Robert George, Sam Bressette and William George, the same individuals who petitioned the Department on February 11.¹⁹² The voters' list includes the names of 39 individuals, 27 of whom voted in favour. No one in attendance is listed as having voted against the surrender, however, a note states that "Those members on List were absent, at this meeting, who did not vote."¹⁹³ Among this group was Cornelius Shawanoo.

Crawford wrote a letter to M.P. Goodison on April 1, 1927, clarifying his actions at the Council meeting. He wrote:

I think I forgot to tell you that all the Indians of the band over twenty one that has a vote will get their bonus just the same as the ones that did vote.

We tried [sic] to buy it that day for \$100⁰⁰ per acre but they all said they had to have some money right away. So we agreeded [sic] to pay them \$85⁰⁰ per acre and \$15⁰⁰. There was nothing under handed everything was disgust [sic] at the meeting.

...

I am writing you this as I am sure some of the Indians are going to make as much trouble as they can.¹⁹⁴

Crawford's concern seems prescient given that the Superintendent General of Indian Affairs received a communication three days later from the law firm of McEvoy and Henderson requesting a stay on the sale of the lots based on allegations by Shawanoo and others of bribery and fraud "in connection with the meeting of the general Council "¹⁹⁵

Over the following weeks, the Department of Indian Affairs received several letters from band members complaining that their reserve had been effectively taken over by outsiders and that under the terms of the 1827 Treaty the Reserve was meant to be held inviolate. Furthermore, they charged that Crawford and the local agent conspired to pay each band member \$5 in the period leading up to the Council meeting, with the promise of an additional \$10 to those who voted in favour of the surrender.¹⁹⁶

McEvoy and Henderson also wrote several times to the Department on the latter point and provided sworn affidavits in support of their claims of "... unconscientious use of bargaining

¹⁹² Band Council Resolution, Kettle and Stony Point, March 30, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹³ Poll Book, Kettle Point, March 30, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁴ A. M. Crawford to W. T. Goodison, M.P., Lambton West, April 1, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁵ McEvoy & Henderson, Barristers and Solicitors, to Charles Stewart, Superintendent General, Department of Indian Affairs, April 4, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁶ Cornelius Shawanoo to Indian Affairs, April 11, 1927; George Ironside, to Stewart, June 14, 1927; Mrs. Elijah Ashquabe to Indian Affairs, June 14, 1927; Ironside to Stewart, June 15, 1927; and Elijah Ashquabe to Stewart, June 15, 1927. NAC RG 10 Vol. 7794 File 29029-2. Cornelius Shawanoo also requested copies of both the Kettle Point and later Stoney Point land surrenders from Indian Affairs in October 1930 but was denied. See Cornelius Shawanoo to Indian Affairs, October 1, 1930; and J. C. Caldwell, Director, Indian Lands and Timber, Indian Affairs, to Shawanoo, October 21, 1930. NAC RG 10 Vol. 7540 File 29029-2-1A.

power amounting in law to undue influence.”¹⁹⁷ In each instance the Department responded that, in their opinion, the procedure followed was acceptable and the surrender valid.¹⁹⁸ Secretary McLean ultimately wrote definitively on the matter in a May 19 letter to the Superintendent General in which he states that the transaction was “bona fide in every respect and fully meeting the provisions of the Indian Act with respect to the surrender and sale of Indian lands.” He added that payment of a cash bonus was “common practice” and that “very rarely is it possible to secure the release of Indian lands for sale except a considerable cash distribution is made at the time, and such distribution has never before been considered in any way as a bribe or special inducement.”¹⁹⁹

In the midst of these complaints, the surrender was approved by Order in Council on May 11, 1927.²⁰⁰ Crawford was initially unable to raise sufficient funds to complete the purchase.²⁰¹ Though final payment of \$7,055.00 was submitted by the law firm of LeSueur, LeSueur and Dawson on October 13, 1928, the long delay that this caused in completing the transaction, together with the receipt of an apparent competing offer, resulted in a request from the Kettle Point Chief that the sale be cancelled.²⁰² It should also be noted that by this point, the law firm was acting as intermediary because Crawford had already resold a portion of the surrendered tract.²⁰³

By early 1929, however, the Department was in receipt of a second offer by John White, apparently an associate of W. T. Goodison, the former M.P. who had been a long-time proponent of the sale of the lakefront reserve lands.²⁰⁴ White’s offer amounted to \$9,200.00 for one mile of lake frontage.²⁰⁵ It would appear that in response to this competing offer, Crawford brought White on as a partner. On May 21, 1929, Crawford asked Indian Affairs to issue deeds for the surrendered property jointly in the names of himself and White.²⁰⁶ Four days later, White wrote Indian Affairs withdrawing his offer.²⁰⁷

¹⁹⁷ McEvoy & Henderson to Charles Stewart, April 13, 1927; Affidavit of Maurice George, April 14, 1927; McEvoy & Henderson to J. D. McLean, April 28, 1927; McEvoy & Henderson to J. D. McLean, April 30, 1927; [Illegible signature] for McEvoy & Henderson, to D. C. Scott, Deputy Superintendent General, Department of Indian Affairs, May 7, 1927; and Affidavit of Isaac Shawnoo, May 7, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁸ Scott to McEvoy and Henderson, April 7, 1927; McLean to McEvoy and Henderson, April 26, 1927; and McLean to Mrs. Elijah Ashquabe, June 23, 1927. NAC RG 10 Vol. 7794 File 29029-2.

¹⁹⁹ McLean to Stewart, May 19, 1927. NAC RG 10 Vol. 7794 File 29029-2.

²⁰⁰ OCPC #842, May 11, 1927. NAC RG 10 Vol. 7794 File 29029-2.

²⁰¹ A. MacKenzie Crawford, to McLean, November 18, 1927. NAC RG 10 Vol. 7794 File 29029-2 Reel C-12072.

²⁰² McLean to Thomas Paul, December 17, 1928; Sam Bressette, Chief, to J. C. Caldwell, December 19, 1928; memorandum to Mr. Pratt [title not given], December 19, 1928; Sam Bressette, Chief, and John Milliken, ex-Chief, to Stewart, March 11, 1929; and LeSueur, LeSueur and Dawson, Barristers and Solicitors, Sarnia, to Thomas Paul, October 13, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²⁰³ LeSueur, LeSueur and Dawson to Paul, October 13, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²⁰⁴ F. P. Dawson, LeSueur, LeSueur and Dawson, to Caldwell, January 30, 1929. NAC RG 10 Vol. 7794 File 29029-2.

²⁰⁵ Ross W. Gray, M.P., Lambton West, to Caldwell, May 7, 1929; and Deputy Scott to Ross W. Gray, May 11, 1929. NAC RG 10 Vol. 7794 File 29029-2.

²⁰⁶ A. M. Crawford to Indian Affairs, May 21, 1929. NAC RG 10 Vol. 7794 File 29029-2.

²⁰⁷ J. A. White to Indian Affairs, May 25, 1929. NAC RG 10 Vol. 7794 File 29029-2.

In 1992, the Chippewas of Kettle and Stony Point First Nation initiated a court action alleging that the 1928 surrender was “invalid, that it had been obtained by bribery and fraud, and that the Crown had breached its fiduciary obligations.” Canada rejected the claim for negotiation under the Specific Claims Policy in March 1993; however, the case was pursued in the courts. The court dismissed “... that portion of the Band’s case seeking a declaration that the land surrender and subsequent Crown patent were void” in August 1995. The Ontario Court of Appeal upheld the decision in 1996 as did the Supreme Court of Canada in 1998. During the same time period, the Indian Claims Commission also reviewed Canada’s rejection of the claim. The Indian Claims Commission concluded that the surrender was “valid and unconditional” but agreed with the Band that Canada breached its fiduciary obligation to the First Nation and recommended that the claim be “accepted for negotiation under the Specific Claims Policy.”²⁰⁸ Canada has not responded to the Indian Claims Commission regarding this recommendation.

Shoreline Taking at Stony Point

Sarnia Real Estate Agent W. J. Scott applied to Indian Affairs to purchase Lot 8 in Ranges A, B, C, and D of the Stony Point Reserve for \$1 per foot “north frontage.”²⁰⁹ Once again, the Indian Agent described the land as “... being white sand, and from an agricultural point of view is absolutely worthless.”²¹⁰ And again, local M.P. W. J. Goodison supported the application, alleging that practically every one of the Indians was anxious to dispose of the land.²¹¹ Goodison was told that in view of the trouble experienced with the Crawford purchase at Kettle Point, Scott should submit the matter to the Department before negotiating with the Indians.²¹² He was assured that his application would “... receive consideration at once” and the matter was placed before the Band.²¹³

The Kettle & Stony Point Chief and Council passed a resolution calling for a general council to consider the application.²¹⁴ The surrender of the land requested by Scott was accepted by a band vote. Of the 28 Band members present at the surrender meeting, 25 voted in favour and 3 “did not vote either way.”²¹⁵ The 1929 Indian Affairs census states that there were 27 male members of the Band 21 years of age or older.²¹⁶ According to *Indian Act* rules the vote was sufficient to constitute assent to the surrender.

²⁰⁸ Indian Claims Commission. *Inquiry into the 1927 Surrender Claim of the Chippewas of Kettle and Stony Point First Nation*. (Ottawa: Indian Claims Commission, March 1997) pp. 1-3 and 86-87; and *Chippewas of Kettle and Stony Point v. Canada (Attorney General)*, [1998] 1 S.C.R. 756.

²⁰⁹ W. J. Scott, Real Estate Agent, Sarnia, to the Department of Indian Affairs, June 7, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹⁰ Thomas Paul to J. D. McLean, June 15, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹¹ W. J. Goodison to J. C. Caldwell, June 11, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹² Caldwell to W. T. Goodison, June 14, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹³ Caldwell to Goodison, June 14, 1928 and Paul to McLean, June 15, 1928; and A. F. MacKenzie, Acting Assistant Deputy and Secretary, Indian Affairs, to Paul, August 4, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹⁴ Kettle and Stony Point Band Council Resolution, August 9, 1928; and Thomas Paul to J. D. McLean, August 10, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹⁵ Paul to McLean, October 24, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹⁶ Canada. *Annual Report of the Department of Indian Affairs for the year ended March 31, 1929*. Ottawa: King’s Printer, 1930, p. 61.

The surrender by the “Chief and Principal men of The Chippewas of Kettle Point and Stony Point resident on our Reserve in the County of Lambton”, was signed by Sam Bressette, John Elijah, Morris George, Robert George and John J. Millikan on October 12, 1928.²¹⁷ A description of the surrendered land described the four lots as containing 377 acres and included the stipulation that the “... foreshore rights in connection with the said lots” were included.²¹⁸

Scott paid \$13,500 for the tract²¹⁹ and a patent was issued to him in June 1929. The land sale grants conveying the lands to both Crawford/White and Scott at first made no mention of foreshore rights, however, after complaints from the purchaser the description was amended to include the words “together with all foreshore rights...”²²⁰ The surrender of Lot 8 in Concessions A through D was approved by Order in Council, which stipulated that the foreshore rights were included.²²¹

Establishment of Ipperwash Provincial Park

From 1932 to 1935 local residents in the Township of Bosanquet pressured the provincial government to create a public park at Stony Point. The Department of Lands and Forests inspected the lots fronting on Lake Huron at Stony Point and concluded that only Lot 8, Conc. A was suitable for public purposes. The Lands and Forests representative stated that “As the beaches in front of these lots are Crown property, Scott’s reasons for paying such a sum for the lots is obscure”, adding that Lot 8, Con. A was the only lot of any value.²²²

The Province purchased Lot 8, Concession A from Scott in December 1936 for \$10,000.00.²²³ Almost immediately, Ontario’s Deputy Minister of Lands and Forests asked Indian Affairs for

²¹⁷ Surrender by the Chippewas of Kettle Point and Stony Point, October 12, 1928. DIAND Indian Land Registry #X11763.

²¹⁸ Description for surrender, September 1, 1928. NAC RG 10 Vol. 7794 File 29029-2.

²¹⁹ Thomas Paul to McLean, May 7, 1929 and Ross W. Gray, M.P., Lambton West, to J. C. Caldwell, May 7, 1929. NAC RG 10 Vol. 7794 File 29029-2. The cheque had been forwarded to the Agent by Ross W. Gray, the Member of Parliament for Lambton West, and lawyer for the mortgage company providing part of the purchase money

²²⁰ Land Sale Grant in favour of William John Scott, June 27, 1929. NAC RG 10 Vol. 7540 File 29,029-2-1A. See also J. C. Caldwell to Cowan, Cowan and Gray, Barristers, Sarnia, July 6, 1929; Cowan, Cowan & Gray to Caldwell, July 11, 1929; Caldwell’s reply of July 18, 1929; [L. Robertson], Chief Surveyor, Indian Affairs, August 12, 1929; and McLean, to Ross W. Gray, M.P., September 9, 1929. NAC RG 10 Vol. 7794 File 29029-2.

²²¹ OCPC #1421, August 7, 1929. DIAND Indian Land Registry #X11763.

²²² Thompson, Memorandum for the Deputy Minister, Department of Lands and Forests, Lands Branch, December 11, 1935. MNR File 104942 Vol. 1. The petition bore names and addresses but not signatures.

²²³ Provincial Order in Council #220/297, December 10, 1936. AO RG 75 O in C 220/297. Of the total sum \$2,315.30 was payable directly to William J. Scott and John A. White, while the remainder was paid to a mortgage company.

assistance in keeping the neighbouring Indians from damaging timber in the park.²²⁴ The Department pledged its support in ensuring that the park property was protected.²²⁵

66 Foot Shore Line Allowance

By October 1894 questions as to the ownership of the shoreline fronting on the Stoney and Kettle Point Reserves were put before the Minister of the Interior. Chief John Johnston and several other leading Indians of the Stoney and Kettle Point Reserves wanted the opinion of the Ministers of Interior and Justice regarding who had salvage rights to materials washed up on the shore in front of their reserves. The Band also claimed that they had exclusive fishing rights in the waters of the reserves and that they "Never did surrender their Rights to the Beach in Front of these Reserves. That they are the sole owners and that all others are trespassers [underlined in original]."²²⁶ (The treaty documents make no particular reference to the foreshore and no evidence has been found that the foreshore was specifically discussed. When the Kettle and Stony Point Reserves were surveyed in 1900, the instructions for the survey were vague as to the shoreline.²²⁷ The foreshore was included in the tract surrendered in front of Stony Point several years later in 1928 implying that the Band held the foreshore rights.)

Four questions were posed to the Deputy Minister of Justice, namely: 1) what salvage rights the Indians had to property washed up on the beach; 2) what rights white men had to go on the beach in front of the reserves to remove washed up property; 3) what right the Indians had to unclaimed property on the beach; and 4) what rights white men had to fish in the waters fronting on the reserves.²²⁸ The question of ownership of the beach property was neither asked nor answered. In answer to the fourth question, Justice stated that if the Indians have an exclusive right of fishing by the express terms of the "reservation" then white men could not fish in the waters and that if no reservation existed "it is considered better not to give an answer to this question until the Fisheries case now pending before the Supreme Court is disposed of."²²⁹ No such reservation of fishing rights was explicit in the treaty.

²²⁴ W. C. Cain, Deputy Minister, Ontario Department of Lands and Forests, to T. R. L. MacInnes, Secretary, Department of Indian Affairs, October 14, 1937. NAC RG 10 Vol. 7540 File 29029-2-1A.

²²⁵ MacInnes to Cain, October 16, 1937. NAC RG 10 Vol. 7540 File 29029-2-1A.

²²⁶ Thomas Wood, Forest, Ontario, to T. M. Daly, Minister of Interior, October 16, 1894. NAC RG 10 Vol. 2773 File 155,009. It would appear that on May 5, 1862, the local Indian Agent, Froome Talford, issued a notice stating "All persons are cautioned from Fishing on the Lake Huron in part of the Indian Reserve, both the Upper and Lower in the Township of Bosanquet as I have a lease of the same which I hold as a Indian Supt. for the use of the Sauble & Kettle Point Indians the lease extend a long the part of both Reserves extending into the Lake the same width to the distance of five miles into the Lake." See Froome Talford, Superintendent of Indian Affairs, May 5, 1862. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²²⁷ J. D. McLean to W. S. Davidson, March 2, 1900. NAC RG 10 Vol. 2763 File 151900. The instructions stated that "Half Lot posts are to be planted on the Lots adjacent to the shores, at a distance of ten chains from the last Lot. Lot posts and half Lot posts are to be planted where necessary along the shores."

²²⁸ Acting Deputy Superintendent General of Indian Affairs, to E. L. Newcombe, Deputy Minister of Justice, October 22, 1894. NAC RG 10 Vol. 2773 File 155,009.

²²⁹ Newcombe to Acting Deputy Superintendent General of Indian Affairs, November 2, 1894. Also Hayter Reed, Deputy Superintendent General of Indian Affairs, to Wood, November 12, 1894; and

Shoreline rights also came up for discussion late in 1932 in connection with a local disagreement between property owners concerning the erection of fences along the waterfront at Ipperwash Beach.²³⁰ Indian Affairs concluded that the patents did not refer to either the water's edge or to the high water mark, that they were "not in a position to define specifically the boundary of the reserve fronting on the lake" and that "the matter can only be settled or determined ... by the Courts."²³¹ Clearly they did not consult the wording in the Order in Council approving the 1928 Stony Point surrender.

Five years later, in June 1938, the Kettle and Stony Point Council asked to see the wording of the agreement between W. J. Scott and the Indian Department.²³² They believed that when they surrendered the beach lots at Stony Point they did not surrender the foreshore rights. Agent Down simply dismissed the Band's request indicating that Scott's Crown deed included the foreshore rights.²³³

The ownership of the shoreline areas again came into contention in the summer of 1940, because tourists were taking "kettles" from the lake in front of Kettle Point. Agent George Down indicated that people had been prevented from removing kettles immediately in front of the Reserve because they were considered the property of the Indians, but people were not stopped from removing them some distance out in the lake.²³⁴ Headquarters advised the agent that he had "the authority to prevent the removal of those 'kettles' from any part of the Kettle Point Reserve" but that they "no jurisdiction with respect to those that may be on the foreshore or elsewhere".²³⁵

Again in 1943, the taking of "kettles" by tourists was noted. The new Indian Agent, M. W. McCracken, believed the kettles did not form part of the Kettle Point Reserve. Since they were out in the lake he considered that they would be under the jurisdiction of the Department of Marine and Transport.²³⁶ The Director of the Indian Affairs Branch concurred with the agent's assessment.²³⁷ Transport suggested Indian Affairs could protect the kettles by acquiring a water lot, which would include "these outcroppings." The Department added, "The area below high water line ... is under the jurisdiction of the Provincial Government."²³⁸ In the end, however, it

Reed to English, November 14, 1894. NAC RG 10 Vol. 2773 File 155,009. In answer to the first three questions Newcombe referred to the provisions of the *Wrecks and Salvage Act*, R.S.C. c. 81.

²³⁰ Secretary, Department of Indian Affairs, to J. T. Sproule, M.P., November 16, 1932. NAC RG 10 Vol. 7540 File 29,029-2-1A.

²³¹ [J. C. Caldwell, Director, Indian Lands and Timber], to Mr. Buskard, November 29, 1932. See also Caldwell to John Sproule, November 29, 1932. NAC RG 10 Vol. 7540 File 29029-2-1A.

²³² Band Council Resolution, Kettle and Stony Point Council, June 10, 1938. NAC RG 10 Vol. 7540 File 29029-2-1A.

²³³ George Down, Indian Agent, Sarnia, to T. R. L. MacInnes, June 14, 1938. NAC RG 10 Vol. 7540 File 29029-2-1A. Down told the Department that no reply was necessary.

²³⁴ Down to MacInnes, June 6, 1940. NAC RG 10 Vol. 10243 File 1/1-15-14.

²³⁵ MacInnes to Down, June 12, 1940. NAC RG 10 Vol. 10243 File 1/1-15-14.

²³⁶ Ivy Maison, Ottawa, Ontario, to MacInnes, November 12, 1943; and M. W. McCracken, Indian Agent, Sarnia, to Indian Affairs, November 29, 1943. NAC RG 10 Vol. 10243 File 1/1-15-14.

²³⁷ Director, Indian Affairs Branch, to McCracken, December 3, 1943. NAC RG 10 Vol. 10243 File 1/1-15-14.

²³⁸ J. G. Macphail, Director of Marine Services, Department of Transport, Ottawa, to the Director, Indian Affairs Branch, December 22, 1943. NAC RG 10 Vol. 10243 File 1/1-15-14.

was decided to appoint the local Indian Agent as “a Special Agent of the Department of Lands and Forests with power to fully control this water lot.”²³⁹

Other Surrenders of Kettle and Stony Point Resources

The Kettle and Stony Point Reserves were also diminished by the alienation of timber and mineral rights. These takings are summarized briefly below.

SURRENDER DATE	TERMS OF SURRENDER	COMMENTS	APPROVAL
July 10, 1885 ²⁴⁰	Surrender by the “Chief and Principal Men of the Chippewas of Sarnia” of all the cedar (greater than 7” at the stump); and all other timber (greater than 13” at the stump), exclusive of beech and maple, on the Kettle and Stony Point Reserves. Moneys accruing from the sale of timber to be placed at interest for the benefit of the band.	The surrender was signed by 36 individuals.	No confirmatory Order in Council attached.
July 18, 1905 ²⁴¹	Surrender for lease by the Chiefs and Principal men of “The Chippewas of Sarnia” of the right to prospect for oil under and upon the Kettle and Stony Point Reserves. The surrender stipulates that the surrender is void if a test for oil and gas is not performed within one year and that no such test could be performed within 300 feet of any building.	The surrender was signed by 15 individuals. The surrender was ultimately cancelled owing to the fact that the test was not performed within the allotted time. ²⁴²	The surrender was approved by Order in Council dated September 19, 1905. ²⁴³
December 13, 1909 ²⁴⁴	Surrender in perpetuity by the “Chief and Principal men of the Chippewa Band of Indians resident on our reserves at Sarnia, Au Sauble and Kettle Point” of the right to search for and extract oil, natural gas and shale from the Kettle and Stony Point reserves, together with the right to erect buildings and wharves in connection with such extraction. Money derived therefrom to be placed to the credit of the band.	The surrender was signed by Chief Peter Rodd, Peter Nawang, Willie Nahmabin, all of Sarnia, and Francis W. Jacobs as Secretary.	Approved by Order in Council #2583 on December 23, 1909. ²⁴⁵
August 14, 1933 ²⁴⁶	Surrender for lease by the “Chippewas of Kettle Point and Stony Point” of the oil and gas on the two reserves. The money derived therefrom to	The surrender document was signed by John Johnson,	Approved by Order in Council

²³⁹ W. S. Arneil, Inspector of Indian Agencies, to Miss Walton, May 4, 1944. NAC RG 10 Vol. 10243 File 1/1-15-14.

²⁴⁰ Surrender #242, July 10, 1885. DIAND Indian Land Registry #X12513.

²⁴¹ Surrender #537, July 18, 1905. DIAND Indian Land Registry #X12520.

²⁴² S. Stewart, Acting Deputy Superintendent General of Indian Affairs, to F. F. Pardee, M.P., Sarnia, October 13, 1909. DIAND Indian Land Registry #X12520.

²⁴³ Order in Council, September 19, 1905. DIAND Indian Land Registry #X12520.

²⁴⁴ Surrender #603, December 13, 1909. DIAND Indian Land Registry #X12521.

²⁴⁵ Order in Council #2583, December 23, 1909. DIAND Indian Land Registry #X12521.

²⁴⁶ Surrender #1224, August 14, 1933. DIAND Indian Land Registry #X12538.

SURRENDER DATE	TERMS OF SURRENDER	COMMENTS	APPROVAL
	be placed to the credit of the band and the interest paid out in the usual manner.	Sam Bressette, Caleb Shawkence, John Milliken and Robert George. The attached voters list indicates that of the 45 band members entitled to vote, 30 voted in favour of the lease and 6 against.	dated September 11, 1933. ²⁴⁷

²⁴⁷ Order in Council #1863, September 11, 1933. DIAND Indian Land Registry #X12538.

APPROPRIATION BY THE DEPARTMENT OF NATIONAL DEFENCE, 1942

In February 1942, the Department of National Defence (DND) notified the Acting Deputy Minister of Mines and Resources, who was responsible for the Indian Affairs Branch, that it wanted to acquire the Stoney Point Reserve for an Advance Infantry Training Centre. Apparently the Department had already interviewed Indian Agent Down and some band members, learning that there were about 14 families living on the Stoney Point Reserve and that they belonged to the same band as the people at Kettle Point.²⁴⁸ Agent Down had informed DND that the question of a surrender and sale would have to be considered by the Band and then by Indian Affairs. If favourably received, negotiations would be entered into. Down favoured the surrender as he thought it would be:

a wonderful opportunity to gather a few straggling Indians and locate them permanently with the main body of the Band at Kettle Point. It would solve many problems and dispense with a great deal of expense from both Band Funds and Departmental Appropriations such as schools, roads, visitations, etc. This service is maintained to accommodate twelve families. I might also point out that the block of land in question is, with the exception of a strip running parallel to Highway No. 21, more or less sand hills. However, these are my personal views and can be discussed at a later date.²⁴⁹

DND immediately prepared an appraisal report on the value of the land and buildings on the Stoney Point Reserve.²⁵⁰ For their part, Indian Affairs informed the agent that a surrender might not be necessary “should the proposition be one of extreme urgency, the Department of National Defence under the War Measures Act would have authority to expropriate any lands required, but such action is rarely necessary.”²⁵¹

DND was anxious to “implement the disposal of the Stoney Point Reserve” and asked for immediate permission to begin sinking a test well on the property, “... leaving the matter of negotiation as to price to follow.”²⁵²

The Kettle and Stoney Point Band very quickly objected to the proposed taking, noting that the Reserve was held under treaty to be expressly reserved to “the said nation of Indians and their posterity at all times here after for their own exclusive use and enjoyment.”²⁵³

²⁴⁸ Lt. Colonel Goodwin Gibson, Real Estate Adviser, Department of National Defence, to C. W. Jackson, Acting Deputy Minister, Department of Mines and Minerals, February 21, 1942 and George Down, Indian Agent, Sarnia, to T. R. L. MacInnes, Secretary, Indian Affairs Branch, February 28, 1942. NAC RG 10 Vol. 7754 NAC RG 10 Vol. 7754 File 27029-2 pt. 1 Reel C-12047. Though Agent Down was being transferred to a different Agency, he offered his services for the negotiations. Down to MacInnes, February 26, 1942. Down was informed that the submission to the Band would be placed in his charge on March 5, 1942. Harold McGill, Director, Indian Affairs, to Down, March 5, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁴⁹ Down to MacInnes, February 5, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁰ Bert Weir, Realtor, to Colonel Goodwin Gibson, Department of National Defence, February 28, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1 Reel C-12047.

²⁵¹ MacInnes to George Down, February 9, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵² Gibson to Jackson, February 21, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

Nonetheless, DND asked the Deputy Minister of Mines and Resources to arrange for a meeting of the Band to consider a surrender. DND placed a value of \$33,600.00 on the land (2,240 acres at \$15/acre), plus \$8,000.00 for buildings and an additional \$3,400.00 to assist in the “re-establishing of the Indian families on other Indian lands.” Interestingly, the appraiser and DND staff referred to the owners of the Stoney Point Reserve as being the “Pottawatamies” or the Potawatomi branch of the Chippewa Tribe, which information was apparently provided by Indian Agent Down.²⁵⁴

The appraiser clearly noted that his appraisal was not made according to the standard of appraisal practice of the professional association; most of the buildings were inspected but were not measured and the value for land was the amount that was usually obtained in sales between band members. That method did not take into account that sales between band members did not alienate the land from the band or deprive the community of its communal interest in the land. The appraiser identified 13 dwellings as well as a schoolhouse, church and a number of outbuildings. There were 58 location tickets covering the Stoney Point Reserve lands.²⁵⁵

Indian Agent McCracken was instructed to use the appraisal report with “discretion” as otherwise band members might make “... comparisons and hatch up all kinds of funny ideas about comparative values that it may be well to avoid.” He was also told that the surrender and sale was a “golden opportunity” to remove white owners off the Kettle Point reserve to make room some of the fourteen families from Stoney. McCracken was also instructed to schedule the surrender vote and to arrange transportation for band members in such a way as to encourage a “favourable vote.”²⁵⁶

Though the vote had not yet taken place, the wording of the agent’s instructions suggests that it was a *fait accompli*. The text included statements such as:

... the buildings sold to the Department of National Defence may be either moved away or demolished by the former owners. This will have to be done, however, with very definite promptness as the army will not wait on their convenience and any shack that is not removed promptly might conceivably have a match touched to it to get it out of the road ...Once the decision of the vote is known we will have to make immediate plans to get the people off Stoney and such accommodation as is available for occupation or can be purchased with the right to immediate possession should be carefully investigated.”²⁵⁷

²⁵³ Petition by the Chippewa Nation of Indians, March 1942 [circa, undated]. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁴ Colonel H. DesRosiers, Department of National Defence, to Charles Camsell, Deputy Minister, Indian Affairs Branch, Department of Mines and Resources, March 21, 1942; and “Appraisal Report from Bert Weir & Co., Realtors, London Canada, Property, Stoney Point, Ontario”, attached to Memorandum to H. W. McGill, Superintendent General of Indian Affairs, March 23, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁵ “Appraisal Report from Bert Weir & Co., ...”, attached to memo of McGill, March 23, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁶ D. J. Allan, Superintendent, Reserves and Trusts, to W. M. McCracken, Indian Agent, Sarnia, March 24, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁷ Allan to McCracken, March 24, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

At the same time, both Indian Agents were provided with a one-page brief providing answers to questions likely to arise. In particular, the agents were to promise that “If you want to live on Kettle Reserve and are a band member provision will be made to acquire a suitable homesite for you, and accommodation as good as you had will be provided. This will be paid for out of your own monies realized from Stoney [i.e. from the proceeds of the surrender] plus any additional cost that may be found necessary to place you in as favourable a condition of life as you previously enjoyed.”²⁵⁸ Indian Affairs began identifying land at Kettle Point for displaced Stoney Pointers.²⁵⁹

A general meeting to discuss the surrender proposal was finally scheduled for April 1, 1942. In the lead up, Agent Down noted that some opposition to the proposal was being voiced but attributed it mainly to the “ladies’ branch of the Red Cross or the Women’s Institute” and, indirectly, to “the white section.” He also intimated that the drilling of the test well without Band permission may have contributed towards the ill feeling.²⁶⁰ The Kettle and Stoney Point War Workers Organization petitioned against the surrender pointing out that the Band was supportive of the war effort and some members were away on active service. The writers also advanced the belief that the Reserve was provided in return for the Band’s service during the War of 1812.²⁶¹

A meeting was held and a vote on the surrender taken. Most of the eligible voters cast ballots (72 of 83). Of these, 59 voted against the surrender while only 13 voted in favour. The Inspector of Indian Agencies and Reserves laid the blame for the refusal on the influence of “a few white neighbours” and on negative addresses by the Chief and Councillors. In conclusion, he stated:

... the various reasons given, both in private interviews and at the meeting, hardly seem adequate for not surrendering for the military purpose. These reasons covered: “We have our land so long as the sun shines and the grass grows”, “It is our heritage and we must retain it,” “In the last surrender we did not get enough money.” It seems fairly obvious that had they been offered a cash distribution of around 25% to 50% of the purchase price, the “heritage” thought would quickly have disappeared.²⁶²

Regardless of the negative vote, military officials continued surveying, inspection and drilling work on the Reserve. The Band was increasingly concerned by these actions and by rumours that the Defence Department intended to expropriate the land in spite of the local opposition. Thus the Band Council asked the Indian Agent to remind the Indian Department that the surrender had been rejected and to clarify National Defence’s intention at Stony Point.²⁶³ They

²⁵⁸ “Questions that will be asked”, March 1942 [circa, undated]. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁵⁹ Allan to W. S. Arneil, Inspector of Indian Agencies, March 25, 1942; and Allan to McCracken, March 30, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶⁰ Down to MacInnes, March 25, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶¹ Petition of members of the Kettle and Stoney Point War Workers Organization, March 25, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶² Arneil to MacInnes, April 2, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶³ McCracken to MacInnes, April 13, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

were told that National Defence would most likely proceed with the expropriation.²⁶⁴ The agent was instructed to advise the Indians not to begin farming or gardening “pending further advice.”²⁶⁵

DND obtained an Order in Council approving the taking of the 2,240-acre Stony Point Reserve under the authority of the *War Measures Act* on April 14, 1942. The OC authorized them to “continue negotiations with the Indian Affairs Branch” for the compensation payable to the Indian residents who “will be required to vacate”. The maximum allowable compensation was \$50,000. The preamble to the Order in Council further stipulated that a promise had been made that:

... if, subsequent to the termination of the war, the property was not required by the Department of National Defence, negotiations would then be entered into to transfer the same back to the Indians at a reasonable price to be determined by mutual agreement.”²⁶⁶

The expropriation funds were to be divided into three accounts:

Account A: Land value	\$33,600.00
Account B: Appraisal of buildings	\$ 8,000.00
Account C: Moving costs and compensation for dispossession (as required not to exceed)	<u>\$ 8,400.00</u>
TOTAL	<u>\$50,000.00</u>

Generally, owners of improved property were to be allowed compensation for all their improvements. “Indian Tenants” were to be allowed moving expenses, an allowance for the inconvenience of moving and for improvements such as gardens. No compensation was payable to “White Tenants” or to owners of unimproved lands.²⁶⁷ There was no compensation to the Band for its interest in the Reserve or for unimproved lands.

Band member Mrs. Beattie Greenbird voiced her displeasure at the expropriation directly to the Deputy Superintendent General of Indian Affairs. She asserted that the Reserve was given under treaty and was promised to the Band for posterity. She also complained that the Band’s young men were fighting in the war while the reserve was being sold.²⁶⁸ The Superintendent General of Indian Affairs wrote a long reply directly to Mrs. Greenbird, minimizing the legal obligation contained in the treaty but giving an assurance that he would protect their rights:

²⁶⁴ The historical documents use the term expropriation and appropriation to describe the taking of land by DND in 1942. The term expropriation has specific legal meaning. The use of the term expropriation in this report reflects its use in historical documents and is not intended as a indication of whether the taking was an expropriation in the true legal meaning of the term.

²⁶⁵ McGill to McCracken, April 16, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶⁶ OCPC #2913, April 14, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶⁷ Memorandum, D. J. Allan, Superintendent, Reserves and Trusts, and W. S. Arneil, Inspector of Indian Agencies, April 17, 1942. Agent McCracken, was informed of the expropriation on the same day. See McGill to McCracken, April 17, 1942. Both on NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁶⁸ Mrs. Beattie Greenbird, Stony Point, to Charles Camsell, Deputy Superintendent General, Indian Affairs Branch, Department of Mines and Resources, April 24, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

The Indian people at Stony Point are Canadians and loyal subjects of His Majesty. As such, and in accordance with their rights as Canadian citizens, and quite regardless of any so-called treaty obligations, you have been treated fairly and generously for upwards of one hundred years. ...

I am sure the Chippewas of Stony Point and Kettle Point are no exception. Two thousand acres of your land, the greater part of which you have chosen to leave unproductive, was ideal for the purpose and urgently required for the accommodation of thousands of troops whose training in arms is urgently and desperately needed for the defence of our shores. As Superintendent General of Indian Affairs I have seen to it that you will be adequately compensated. As Superintendent General of Indian Affairs I will see to it, as will I assure you my successors in office, that your band and your returning sons will be fairly treated in the period of readjustment which must inevitably follow the successful issue of the struggle in which Canada is engaged.²⁶⁹

By May 1942, the Inspector of Indian Agencies reported that the displaced members had accepted the expropriation.²⁷⁰ His conclusion was premature as a lawyer for the Band, B. J. Spencer Pitt, wrote separate letters to the Minister of National Defence, the Prime Minister and the Governor General. In each instance, the expropriation was described as a breach of the Band's treaty rights. As a compromise, however, the Band was prepared to lease the lands required for military purposes for a set number of years "at a reasonable rental per acre."²⁷¹

Despite the concerns raised by counsel,²⁷² however, arrangements were made to move a number of houses from Stony to Kettle Point.²⁷³ Sixteen families resident at Stony Point were considered entitled to moving expenses. Of these, 12 saw their homes moved to locations said to have been "chosen by the families themselves." The remaining four families were to be provided with other accommodation in the form of a converted school building or houses purchased elsewhere. In particular, it was foreseen that "white" inhabitants of Kettle Point could be

²⁶⁹ Thomas A. Crerar, Superintendent General of Indian Affairs, to Greenbird, May 4, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷⁰ Arneil to MacInnes, May 6, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷¹ B. J. Spencer Pitt, Solicitor for Stony and Kettle Point Indian Reserves, to J. Ralston, Minister, DND, May 7, 1942; Pitt to W. L. McKenzie King, Prime Minister, May 7, 1942; and Pitt to Governor General and Commander-in-Chief, May 7, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1. Pitt continued to press the issue into late-May 1942, but without effect. See Pitt to T. A. Crerar, May 22, 1942; and Pitt to Crerar, May 23, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷² Memorandum, May 12, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷³ Oliver Tremaine, Contractor, to MacInnes, Secretary, Department of Indian Affairs, May 12, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1. In recent years, elders who were relocated in 1942 have complained that their houses were dumped precariously on boulders at Kettle Point. A July 8, 1942 memorandum makes note of this practice, stating "So far Mr. Tremaine is making a fairly good job of moving the houses as he secures huge boulders on which the houses are placed. These act as a foundation and will last for many years. ... The fact that the Indian houses are set upon these stones is pleasing the Indians and putting their houses in much better condition than they were previously." [McCracken?] to MacInnes, July 8, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

removed and their houses used for resettlement. The relocation of Stoney Point houses belonging to “whites” was to be done at their own expense.²⁷⁴

The forced integration of the Kettle and Stoney Point peoples evidently resulted in friction and further divisions within the Band. On May 20, 1942, Chief Bressette put forward a motion in Band Council pledging co-operation in the move but could not find a seconder.²⁷⁵ Later, the local Indian Agent noted this friction:

The Indians of Stony and Kettle deeply resent the fact that their Reserve has been taken from them. It appears as though the Kettle Point Indians are not eager to have the Stony Indians take up residence at Kettle. Some of the Stony Indians visiting Kettle recently in search of locations are called “refugees” by the Kettle Point Indians. The Band still have hopes that a lawyer whom they have consulted in Toronto will be able to prevent the use of their Reserve for military purposes. Delegations reportedly financed by private subscription and headed by one “Beattie Greenbird” have visited the lawyer on at least two occasions. Generally speaking, however, the Indians of both Kettle and Stony are, at least outwardly, resigned to the fact that their Reserve is gone as far as they are concerned.²⁷⁶

The Department of Indian Affairs’ response to B. J. Spencer Pitt’s repeated letters was to disavow all responsibility, stating that “... this matter is now one between Mr. Pitt, the Department of National Defence and the Department of Justice”.²⁷⁷ Notwithstanding this position, Indian Affairs continued to take the lead role in arranging the relocation of recognized Stony Point families.²⁷⁸ By July 1942, the local Indian Agent reported that “Every Indian from Stony Point has now secured a site upon which to place his or her house.” Only three buildings remain on Stony Point.²⁷⁹

Most of the residents of Stoney Point had occupied lots of near 40 acres in size, while the lots procured at Kettle Point were only a small number of acres.²⁸⁰ Helen Roos noted in her thesis on the expropriation of Stoney Point that:

²⁷⁴ Inspector Arneil to Director McGill, May 22, 1942; and Superintendent Allan to McCracken, June 1, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1. The definition of “white person” included former Band members as well. For instance, the appraisal report lists Mrs. MacKinnon as “A white person, formerly Band member - widowed - about 60 yrs. living alone - being given permission to reside on Reserve on Lot being given as a life interest by Duncan Greenbird moving & repairs at own expense.”

²⁷⁵ McCracken to MacInnes, May 20, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷⁶ McCracken to MacInnes, June 3, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷⁷ Solicitor, Department of Mines and Resources, to McGill, June 4, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷⁸ [L. Brown], Department of Indian Affairs, to Allan, June 11, 1942; D. J. Allan to McCracken, June 19, 1942; McCracken, Report for the month of June, July 2, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁷⁹ McCracken to MacInnes, July 24, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

²⁸⁰ Allan to McCracken, June 1, 1942. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

The change from forty acre parcels to two acres severely impeded farming efforts, particularly on the swampland of the 14th Concession. Removal onto new land in the midst of the growing season prevented the families from growing needed winter food. In addition, the distance from the established clientele for the craft industry, and from local farmers who were employers, reduced the opportunity to make money. Within the first year of removal, many families were forced onto welfare or off-Reserve in order to survive.²⁸¹

Department of National Defence Appropriation of the remainder of the Stony Point waterfront lots, 1944

By early 1943, the Department of National Defence became concerned that the land acquired for Camp Ipperwash did not provide sufficient depth to safely accommodate the necessary firing ranges. It was therefore decided to acquire the waterfront lots (Lot 8 in Concessions B, C, and D) to allow for firing over Lake Huron.²⁸² The lots were already being used for this purpose by permission of the owner, J. A. White.²⁸³

The expropriation of all of Lot 8 Concession B and part of Lot 8 in Concessions C and D from John A. White and Mary Scott; and of part of Lot 8 Concession C from G. H. Wright, was authorized by Order in Council in October 1944.²⁸⁴ White ultimately accepted \$29,000 from the Department of National Defence for his part of the property without resorting to expropriation. Scott's 1.2-acre parcel on Concession C was expropriated upon payment of \$2,500.00.²⁸⁵

The lands acquired by the Department of National Defence excluded the northeasterly quarter of Lot 8 Concession D.²⁸⁶

²⁸¹ Helen Roos, "It Happened as if Overnight: The Expropriation and Relocation of Stoney Point Reserve #43, 1942," M.A. Thesis, University of Western Ontario, May 1998, pp. 97-98.

²⁸² [H.C. MacKendrick] for D.M.T., to DCGS(B), March 26, 1943. DND File 7806-J35 Vol. 2.

²⁸³ J. A. White, Chatham, Ontario, to the Deputy Minister (Army), Department of National Defence, July 20, 1944. DND File 7806-J35 Vol. 2. The original purchaser, William J. Scott, had previously sold his interest in the lots.

²⁸⁴ Order in Council #7820, October 6, 1944. NAC RG 2 Vol. 1866 File PC 7820.

²⁸⁵ Freehold Land Card, Department of National Defence, July 29, 1968 [Revised]. DND File 7806-J35 vol. 1.

²⁸⁶ Freehold Land Card, Department of National Defence, July 29, 1968 [Revised]. DND File 7806-J35 vol. 1.

GRIEVANCES REGARDING BURIAL GROUND AND RESPONSES

Burial Ground, Ipperwash Provincial Park

Documentary evidence suggests that the lot surrendered from Stony Point and later purchased by the provincial government for Ipperwash Park contained a burial ground. The Kettle and Stony Point Band passed a resolution in August 1937 asking the Department of Indian Affairs:

... to request the provincial Govt to preserve the old Indian burial grounds on the Government park at Ipperwash Beach and have their Engineer mark out and fence off the grounds so that they will be protected.²⁸⁷

The Acting Indian Agent endorsed the resolution and further stated that “When cleaning out this park recently the Engineer discovered an old Indian burial ground and stated that if the Band would make a request to the Provincial Gov(t [sic], he was sure they would be glad to mark off and fence the plot. The Council would like this done.”²⁸⁸

The Ontario Department of Lands and Forests was asking to preserve intact the “old Indian cemetery.”²⁸⁹ The Deputy Minister gave his assurance that he would “do [his] best to make such arrangements as will respect the natural wishes of the Indians.”²⁹⁰ It appears that no action was taken to preserve or protect the burial sites.

Human remains were found and photographed in the park in April 1950. Dr. M. W. Spence, University of Western Ontario Department of Anthropology, analyzed the photos in November 1996. On the basis of burial position, the condition of the bones and the absence of a coffin, Spence concluded that the skeleton belonged to an Ojibwa child of roughly 11 years of age who had been buried sometime in the 1800s or “very early 1900’s.”²⁹¹ Spence concluded by stating:

The final question is whether it was a lone burial, or whether there may be others in the area. Some letters between government officials and Ojibwa leaders suggest that there had been an Ojibwa cemetery somewhere in the park, but nobody knows where it was. However, rumour has it that a large number of bones were found when the reservoir was built in 1942, and the Ipperwash child was buried quite near the reservoir. Also, Mr. Greg George has reported recently seeing some small pieces of bone on the ground near the reservoir, though we don’t know if they were human or not. It is thus possible that the Ipperwash burial was once part of a larger Ojibwa cemetery in the area.

²⁸⁷ Band Council Resolutions, Kettle and Stony Point Band, August 12, 1937. INAC Toronto Wells Files.

²⁸⁸ J. C. Trenouth, Acting Indian Agent, Sarnia, to MacInnes, August 13, 1937. INAC File 471/36/-7-8.

²⁸⁹ MacInnes to W. C. Cain, Deputy Minister, Ontario Department of Lands and Forests, August 17, 1937. MNR File 104942 vol. 1.

²⁹⁰ Cain to MacInnes, August 19, 1937. INAC File 471/36/-7-8.

²⁹¹ M. W. Spence, “The Ipperwash Burial: General Report.” Department of Anthropology, University of Western Ontario, November 4, 1996, pp. 3-4.

It would take an archaeological examination of the area to resolve the question.²⁹²

Dr. J. S. Cybulski of the Canadian Museum of Civilization also reviewed the photographs and Spence's report. Cybulski supported Spence's conclusions as to probable ethnicity and age at death but questioned his interpretation of the position of the body. Cybulski did not, however, state a definite opinion as to the age of the burial.²⁹³

It would appear that the burial site was forgotten. For instance, in his 1972 "Report of an Archaeological Survey of Ipperwash Provincial Park", Peter Hamalainen stated that local informants had advised that no archeological material had ever been found in the park.²⁹⁴ Similarly, land claims researcher Victor Gulewitsch was quoted in the *London Free Press* as saying he could find no evidence of a burial ground at the site.²⁹⁵

Burial ground, Camp Ipperwash

The Stony Point Cemetery, a more formal and modern burial ground, was located near the centre of the former reserve. It was regularly used by the community until the expropriation of the Reserve in 1942.

The Band complained about damage to the cemetery at Stony Point by 1947. Its complaints were passed on to the Indian Affairs Branch. According to returning soldier Clifford George, the Defence Department had promised not to damage the cemetery, which the community had left fenced and in good repair. By 1947 however:

... only two tombstones were remaining on the grounds and that these were marked with shell shots. I noted one red granite marker had two distinct marks of being hit a glancing shot by a high calibre rifle bullet. A second stone, white marble, was broken and a considerable distance displaced from its grave position. Mr. George pointed out that a great number other tombstones had been moved. He also pointed out that the fence when they had left the property was in good repair and now that the front of it was torn down.²⁹⁶

The burial ground had not been trimmed of weeds and "certainly some individual or parties have disturbed the previous arrangement of tombstones and may have caused the collapse of the front fence." The Stony Point Indians were greatly concerned about the vandalism and disrespect

²⁹² M. W. Spence, "The Ipperwash Burial: General Report." Department of Anthropology, University of Western Ontario, November 4, 1996, p. 4.

²⁹³ Jerome S. Cybulski, Curator of Physical Anthropology, Archaeological Survey of Canada, to Joanne MacDonald, MacDonald Research, December 17, 1996. Dr. J. S. Cybulski, Canadian Museum of Civilization.

²⁹⁴ Peter Hamalainen, "Report of an Archaeological Survey of Ipperwash Provincial Park", October 31, 1972. AO RG 47-47 Acc. 24228 Box 5.

²⁹⁵ Julie Carl, "Burial ground claim questioned," *London Free Press* September 7, 1995: B1.

²⁹⁶ C. J. Connolly, Supervising Engineer, Department of National Health and Welfare, to R. A. Hoey, Director, Indian Affairs Branch, October 30, 1947. INAC File 471/36/-7-8.

shown to the resting place of their ancestors and in this instance were very anxious to have some restitution made by DND.²⁹⁷

When instructed to report on the situation²⁹⁸ the Indian Agent revealed that this was not the first complaint. “Occasionally in the past two or three years Indians have mentioned damage done to the cemetery and invariably they blame the military for it. However there never has been any general demand by the Band for compensation.” He added that the complaints had been “isolated and infrequent” and characterized them as “a pet grievance of Robert George”, stating that “when he mentions it at a Council meeting or any public gathering every Indian present supports his complaints.”²⁹⁹ While minimizing the importance of the desecration, the Agent admitted that National Defence had not kept their promise to protect the cemetery:

At the time of the expropriation I recall that the military definitely promised to respect the cemetery at all times and everyone assumed that the military would protect the burial grounds by erecting a strong fence or some similar device. This was not done.³⁰⁰

Over the course of the next year Indian Affairs tried to determine what should be done about cleaning up the cemetery. In general the Department took the attitude that it would not be possible to prove a claim against the military and thought it best to concentrate on hiring some band members to clean up the cemetery.³⁰¹

Some work was later undertaken by DND. By October 1964 a six-foot chain link fence surrounded the “Indian” cemetery.³⁰² A member of the Canadian Forces formerly stationed at Ipperwash reported that “During his time at Camp Ipperwash, no military personnel were allowed into the cemetery area. He remembered it was delineated by a square wire type fence.”³⁰³

In June 1970 a long-time news reporter and resident of Forest, Ontario noted that “Within the Camp property is the old Indian Cemetery that is fenced off. I was informed by the IOC at the camp that artifacts had been picked up by soldiers in one area east of a quarry indicating a possible old Indian village site. In this I have recently notified the Canadian archives.”³⁰⁴

²⁹⁷ Connolly to Hoey, October 30, 1947. INAC File 471/36/-7-8.

²⁹⁸ Inspector Arneil to McCracken, December 8, 1947. INAC File 471/36/-7-8.

²⁹⁹ McCracken to Indian Affairs Branch, December 15, 1947. INAC File 471/36/-7-8.

³⁰⁰ McCracken to Indian Affairs Branch, December 15, 1947. INAC File 471/36/-7-8.

³⁰¹ McCracken to Indian Affairs Branch, December 15, 1947; D. J. Allan, Superintendent, Reserves and Trusts, to McCracken, February 27, 1948; and McCracken, to the Indian Affairs Branch, March 23, 1948. INAC File 471/36/-7-8.

³⁰² Department of National Defence. “Camp Ipperwash Site Plan, Site Record Drawing.” DND J35 Ipperwash, Property Record Plan Folder, Ipperwash, Ontario, October 1, 1964.

³⁰³ Joanne Macdonald, “Appendix three: Report on Camp Ipperwash Artifact Collecting by G. William Norman.” August 1997, p. 6.

³⁰⁴ Floyd MacIntyre, Forest, Ontario, to Pierre Elliott Trudeau, Prime Minister, June 24, 1970. DIAND File 471/30-171-43 vol. 1.

Though the cemetery was within the Camp Ipperwash lands, Band members continued to be allowed to visit the site, albeit subject to the permission of DND.³⁰⁵ A May 1993 article in the London Free Press reporting on the occupation of Camp Ipperwash also included excerpts of interviews with Band members in which they recalled visiting graves within the camp.³⁰⁶

Ultimately, an agreement was signed between the Crown and the Kettle and Stoney Point Band Council on March 14, 1985. The agreement stipulated the responsibilities of both parties in terms of management of and access to the Camp Ipperwash lands. Among the stipulations of the agreement, item 12 directed that “The Burial Yard is, and will remain, out of bounds to any and all military personnel.”³⁰⁷

Stoney Point people started burying their members in the Stoney Point cemetery again beginning with the 1990 interment of Daniel R. George Sr.³⁰⁸ Newspaper reports at the time stated that the burial “... renewed Chippewa hopes that the federal government will return the land it took from the Indians during the Second World War.”³⁰⁹

Other Possible Grave Sites at Stony Point and Kettle Point

There may be other burial sites located in the former Stony Point Reserve, such as those “throughout Reserve in sandhills” cited by Stoney Point First Nation researcher Maynard Travis George and Chief Carl George.³¹⁰ In 1826 Surveyor Burwell noted the presence of Indian graves in the Sand Hills near the mouth of the Aux Sables River, likely just east of the original reserve boundary.³¹¹ It is interesting to note that Burwell recognized the burials when doing his survey, which suggests that they were historic and not ancient.

At Kettle Point, the Chief and members of his Council inspected the lake frontage within the Reserve in 1949 and although they could not precisely locate the graves they were convinced that it was an old burying ground and should not be sold to a member of the Band.³¹²

³⁰⁵ MacIntyre, “Honor Kettle Point Ancestors.” Lambton Room, Country Library, Box 1A File 10B-A, June 2, 1972.

³⁰⁶ John Ivison, “Camp Occupation: Native tents near grenade range.” London Free Press, May 18, 1993.

³⁰⁷ See Band Council Resolution #1278, April 11, 1985; and Agreement between Her Majesty the Queen in right of Canada and the Kettle and Stoney Point Band Council, March 14, 1985. DIAND Toronto, J. Wells Binder, Vol. 574.

³⁰⁸ “Aazhoodena Background,” <http://www.web.apc.org/~ara/spoint/background.htm>, accessed on April 16, 2004.

³⁰⁹ Sid Rose, “Burial renews hope for return of land,” *The London Free Press* October 15, 1990.

³¹⁰ Maynard George, Researcher, and Carl George, Chief, Stoney Point First Nation, to Fred McGuire, Economic Development and Social Policy Chief, Department of National Defence and Colleen M. Trim, Section Head, Social Policy and Community Relations, April 4, 1993. DND File 1003-Ipperwash vol. 010.

³¹¹ Ontario Surveyor General’s Office, Crown Land Records, Field Books, Transcribed Volume 20, p. 536.

³¹² Superintendent McCracken to Indian Affairs Branch, August 12, 1949. DIAND Indian Land Registry #20654.

ATTEMPTS AT THE RETURN OF CAMP IPPERWASH AND PRESENT DAY SITUATION

Negotiations between the Department of Indian Affairs and DND for the return of selected portions of Camp Ipperwash began as early as 1946. In May of that year, the Deputy Minister of DND stated that though it was desirable to hold on to the camp for training purposes, “this Department recognizes that it would be unjust to the Indians to continue our ownership of the Ipperwash Camp area into the post-war period if such is, as you state, a violation of their treaty rights.” He suggested instead that an agreement be reached to have ownership of the camp returned to the “former Indian owners who would then grant the Army permission to continue to use that area during certain periods of the year for the training of the Reserve Units.”³¹³

By February 1947, DND had gone so far as to agree, in writing, to return at least a portion of the Stony Point lands to the Department of Mines and Resources. The agreement stipulated that the land transferred would be leased back to DND for 99 years at a nominal rental of \$1.00 per annum but that the “local Indian Tribe” would be allowed to cultivate a portion of the lands.³¹⁴ By October of 1947, correspondence indicates that an agreement was so close that the Deputy Minister of Mines and Resources wrote, “I will be pleased to learn your views on the possibility that the area chosen for the main camp buildings could be reduced to some extent for it appears that this is the only problem remaining for settlement before the proposed transfer can be carried out.”³¹⁵ By May 1948, however, the military backed away from negotiations, opting instead to keep the base for the purposes of a cadet training camp.³¹⁶

An apparent second attempt at negotiating the return of the camp in 1963 also ended in failure when DND refused to enter into discussions. Helen Roos reported in her work on the expropriation of Stoney Point that “While Lucien Cardin, Associate Defence Minister, argued that although the military recognized an obligation to return to [sic] the land to band, this was not likely to occur in the foreseeable future.”³¹⁷

Then Indian Affairs Minister Jean Chrétien became interested in the issue by 1970.³¹⁸ In response to the National Defence position that the Camp was still required, Chrétien warned the Defence Minister in a 1972 confidential memo that:

It seems to me that the Indian people involved have a legitimate grievance. They did not agree to surrender the land in the first place, but

³¹³ A. Ross, Deputy Minister, Department of National Defence, to the Deputy Minister, Department of Mines and Resources, May 16, 1946. NAC RG 10 Vol. 7755 File 27029-2 pt. 3.

³¹⁴ [A. Ross], for Deputy Minister, Department of National Defence, to R. A. Hoey, Director, Indian Affairs Branch, Department of Mines and Resources, February 19, 1947. NAC RG 10 Vol. 7754 File 27029-2 pt. 1.

³¹⁵ Deputy Minister, Department of Mines and Resources, to A. Ross, Deputy Minister, Department of National Defence, October 28, 1947. NAC RG 24 Vol. 5730 Acc. 1983-84/167 File 5425 J35/2 pt. 4.

³¹⁶ Roos, p. 112. See also A. J. B. Bailey, Lt. Col., to Lt.-Col. Sutherland Brown, May 3, 1948. NAC RG 24 Vol. 5730 Acc. 1983-84/167 File 5425 J35/2 pt. 4.

³¹⁷ Roos, p. 113.

³¹⁸ Leo Cadieux, Minister of National Defence, to Jean Chrétien, Minister of Indian Affairs, June 10, 1970. *George v. Harris et al. Doc. Collection.*

it was appropriated in the national interest prevailing in 1942. It is now 1972, and they have not got it back. Yet they desperately need it to improve the Band's social and economic position. In addition, there is their deeply rooted reverence for land and their tribal attachment to it.

...

They have waited patiently for action. There are signs, however, that they will soon run out of patience. There is bound to be adverse publicity about our seeming apathy and reluctance to make a just settlement. They may well resort to the same tactics as those employed by the St. Regis Indians at Loon and Stanley Islands in 1970 - to occupy the lands they consider to be theirs...³¹⁹

Chrétien later suggested, as alternatives, the return of portions of the base or the purchase of equivalent land at Kettle Point, which he described as a "moral responsibility on the Government's part..."³²⁰

In 1973, the Band Council and the Ontario Union of Indians hired a consulting firm to "conduct an economic evaluation of the old Reserve." The report outlined that the compensation paid by DND in 1942 was well below market value. They also found that the dispossession of the Reserve resulted in the loss of potential revenue from the site's large tourism potential and that the reserve "... had ample space to relieve the housing crisis facing the Kettle Point Reserve due to the growing population."³²¹

According to Helen Roos, however, the portion of the Band descended from the Stoney Point group were growing increasingly disenchanted with the settlement options being proposed by the Council at Kettle Point, arguing that they were a separate band. According to Roos, "... an early argument developed between the Native communities on the issue of future development of the land, distribution of funds, and political authority of the Kettle Point Council over the locatees' affairs."³²²

Settlement negotiations started again in the mid-1970s. Jean Chrétien remarked on the progress of negotiations in 1973.³²³ On November 1, 1975, the *London Free Press* reported that "In January, 1974, the defence department offered the Indians \$240,000 for surrender of their claim to the land. In June of that year, the offer escalated to \$1.5 million." The newspaper report also referred to a proposal by the Band "... that the camp be returned to them piece by piece."³²⁴ By March 1974, \$66,000 for the purchase of farm land and buildings adjoining Kettle Point Reserve

³¹⁹ Jean Chrétien to Edgar J. Benson, Minister of National Defence, April 25, 1972; Donald S. Macdonald, Minister of National Defence, to Jean Chrétien, January 28, 1972. *George v. Harris et al. Doc. Collection.*

³²⁰ Jean Chrétien to James Richardson, Minister of National Defence, December 8, 1972. DIAND File 471/30-8-43 *George v. Harris et al. Doc. Collection.* See also Canadian Press, "PM predicted Ipperwash trouble 23 years ago," *The Gazette (Montreal)* December 17, 1995: A6.

³²¹ Roos, pp. 117-118.

³²² Roos, p. 118.

³²³ Jean Chrétien to George Manuel, President, National Indian Brotherhood, June 18, 1973; and Chrétien to Manuel, September 26, 1973. *George v. Harris et al. Doc. Collection.*

³²⁴ Wendy Koenig, "Ipperwash claims expanded Chippewas seek \$1-million back rent," *The London Free Press* November 1, 1975. *George v. Harris et al. Doc. #1006446.*

was advanced to the Band "... against the settlement which we expect it will receive early in the next fiscal year from the Department of National Defence"³²⁵

It took until 1980 for a draft agreement to be presented to the Kettle and Stony Point Band members for approval. The proposal was outlined in a mail-out to all band members as follows:

1. All of Camp Ipperwash is included and not just that part taken from us in 1942.
2. We will receive approximately \$2,490,000.00 representing additional compensation, interest and expenses.
3. Mines, minerals and timber rights will be transferred to Indian Affairs now for our benefit.
4. When not required by Defence parts or all of the Camp will be returned to us at no cost.
5. No part of the Camp can be sold without Indian Affairs approval.
6. At regular intervals Defence will reconsider its need to continue its use of all or any part of the Camp.
7. We will have a designated contact with Defence to see if jobs are available for Band members.
8. This proposal deals only with the Band's interest: The vote to be held is not a surrender vote: Locatee claims for those who were moved are not being affected.³²⁶

Roos reports that the Band voted 80 per cent in favour of the agreement on September 6, 1981.³²⁷ She added, however, that the Stony Point part of the Band was ultimately very critical of the distribution of the compensation. She stated:

The Stony Point grievance resulted in a deep schism between the two communities. During the 1980's, the Stony Point band organized into the Stony Point Steering Committee, which later became the Stony Point Community Association. The primary aim of the organization was to educate the public and the Kettle Point community to the fact that the Stony Point group was separate from the larger community. The secondary issue was to lobby the government and Indian Affairs to ensure that the locatees and their descendants be recognized as the legal heirs and negotiating body in any return of Camp Ipperwash.³²⁸

The agreement was ultimately approved by Order in Council on February 26, 1981. The Order in Council directed that \$2,426,535.95 was to be paid as compensation and that the management of mines, minerals, sand, gravel and timber rights were to be transferred to the Department of Indian Affairs for the use and benefit of the Kettle and Stony Point Band of Indians. Ipperwash

³²⁵ Jean Chrétien to Charles Shawkence, Kettle Point Band Council, March 1, 1974. DIAND HQ File 471/30-8-44 vol. 4 *George v. Harris et al. Doc. Collection*.

³²⁶ "Camp Ipperwash Informational Material," 1980 [circa, undated]. *George v. Harris et al. Doc. #1010460*. Roos further clarified that the \$2.4 million figure included amounts for back rent, legal fees and to make up the shortfall between the amount paid in 1942 and fair market value at the time. Roos, p. 120.

³²⁷ Roos, p. 120.

³²⁸ Roos, pp. 120-121.

camp was also to be returned to the Band without any “commitment by the Crown to decontaminate the lands” or guarantee that entry upon the lands could be made without risk.³²⁹

No action towards returning the land appears to have been taken in subsequent years, though in 1990, the Stoney Point group won permission from DND to bury one of their members at the Stoney Point cemetery, raising hopes that the camp would soon be returned.³³⁰ Helen Roos also notes that the following year, Parliament’s Standing Committee on Aboriginal Affairs supported the Stoney Point group, stating, “The government [must] rectify a serious injustice done to the Stoney Point First Nation ... by returning the land at Stoney Point to its original inhabitants and their descendents from whom the land was seized.”³³¹ In early 1991, however, newspaper reports reveal that DND had decided that “There is a continuing military requirement for the use of this land. Therefore, we cannot recommend its transfer to the natives of Kettle and Stony Point.”³³²

Occupation of Camp Ipperwash

A round of active political protest at Camp Ipperwash began about July 1990. On July 23 of that year, the *Toronto Star* reported that unless the federal government agreed to settle the “48-year-old land dispute” the “Natives living at Stony Point will stage a stand-off at Camp Ipperwash sometime after Aug. 14, when teenaged army cadets are expected to leave following a six-week training course”³³³

By January 1991, the *Toronto Star* reported that the Defence Department had refused to return the Camp because “There is a continuing military requirement for the use of this land.”³³⁴ The Band continued to press the matter in subsequent months, arguing that the land was no longer needed for a military purpose and was being used simply as a retreat.³³⁵

Two years later, in February 1993, the Kettle and Stony Point Band submitted a Specific Claim to the Department of Indian Affairs alleging that the 1927 surrender of part of the Kettle Point Indian Reserve and its subsequent sale in 1929 was invalid.³³⁶

Ultimately, members of the “Stoney Point First Nation” formally claimed the base on May 18, 1993. Again according to reports in the *Toronto Star*, “The natives say they’ve served notice with military officials in London, Ont., that they are taking possession of the land under a section

³²⁹ OCPC 1981-499, February 26, 1981. NAC RG 2 O.C. 1981-499.

³³⁰ Sid Rose, “Burial renews hope for return of land,” *The London Free Press*, October 15, 1990.

³³¹ Roos, p. 122.

³³² Paul Egan, “Defence Department plans to keep Camp Ipperwash,” *The Sarnia Observer*, January 10, 1991.

³³³ Canadian Press, “Band plans to barricade army camp after Aug. 14,” *The Toronto Star*, July 23, 1990: A24.

³³⁴ Canadian Press, “Indian bid for land rejected by military,” *The Toronto Star*, January 11, 1991: A10.

³³⁵ Darcy Henton, “Natives want reserve returned by Ottawa,” *The Toronto Star*, August 15, 1991: A2.

³³⁶ Specific Claims Branch, Public Information Status Report, Ontario, Chippewas of Kettle and Stony Point (Band-171), May 6, 2004 [date accessed]. As discussed earlier in this report the claim became the subject of litigation and a reference to the Indian Claims Commission.

of the Criminal Code and the Protection of Indian Reserves in Upper Canada Act.”³³⁷ Similarly, on June 14, 1993, the *Toronto Star* reported that the Stoney Point group living at Camp Ipperwash had presented an eviction notice to the military which ordered military staff to vacate the base within 30 days.³³⁸

News reports at the time also began to report on internal divisions within the Kettle and Stony Point community over the issue. For instance, the *Star* quoted band administrator Liz Thunder as saying, “Seeing what’s happening here today is enough to break anyone’s heart, ... What you’re seeing now is the makings of a split between the Kettle and Stony Point bands (who’ve been united since the 1700s).”³³⁹

DND nonetheless began “... negotiations in June with the established Kettle Point and Stony Point band council, but the people occupying the base have broken away from the main band and don’t want the established council to negotiate for them.”³⁴⁰

Tensions escalated further in the summer of 1993, particularly after someone shot at a Canadian Forces helicopter in August 1993, prompting the Ontario Provincial Police (O.P.P.) to restrict access to the base.³⁴¹ The military and the Stoney Point group do, however, appear to have co-existed relatively peacefully within the camp for the next two years.

The *Globe and Mail* reported that in February 1994, “Ottawa agreed to turn the land over to the Kettle and Stony Point band after the base was cleaned up and unexploded ammunition was cleared from the firing ranges.” Chief Thomas Bressette of the Kettle and Stony Point First Nation did, however, insist upon being a part of the cleanup effort, necessitating a further delay.³⁴² Similarly, Helen Roos states that “On April 22, 1994, Minister David Collenette reviewed the infrastructure needs of National Defence. He determined that Ipperwash was no longer required.”³⁴³

On April 29, 1995, the *Hamilton Spectator* reported that the Kettle and Stony Point Band had “... instructed its lawyer yesterday to file a statement of claim with the Federal Court of Canada seeking financial compensation and the return of Camp Ipperwash.” At the time, Chief Tom Bressette was quoted as saying, “We’re tired of negotiating.”³⁴⁴

Three months later, the *Globe and Mail* reported that tensions were on the rise within the community, stating:

³³⁷ Canadian Press, “Indian band lays claim to forces base,” *The Toronto Star*, May 19, 1993: A10.

³³⁸ Paula Adamick, “Natives serve military with eviction notice,” *The Toronto Star*, June 14, 1993: A8.

³³⁹ Paula Adamick, “Natives serve military with eviction notice,” *The Toronto Star*, June 14, 1993: A8.

³⁴⁰ Dale Brazao, “Sniper fires on military helicopter,” *The Toronto Star*, August 25, 1993: A10.

³⁴¹ Brazao, “Sniper fires ...,” *The Toronto Star*, August 25, 1993: A10; and Brazao, “Elders may turn in suspect after ‘copter crash,” *The Toronto Star*, August 25, 1993: A1.

³⁴² Peter Moon, “Oneida chiefs begin Oka-like talks to defuse tension at Ipperwash Violent episodes mar original occupation of military camp,” *The Globe and Mail*, July 15, 1995: A1.

³⁴³ Roos, p. 126.

³⁴⁴ Canadian Press, “Chippewa band plans to sue Ottawa over land dispute,” *The Hamilton Spectator*, April 29, 1995: B8.

What began as a peaceful occupation at Ipperwash two years ago has turned into an increasingly ugly confrontation between a small group within the largely law-abiding aboriginal occupiers and a detachment of soldiers and military police, who are looking after the camp until it can be turned over to the nearby Chippewas of Kettle and Stoney Point First Nation.

The turnover has been delayed because of lawsuits filed against the federal government by both the band and some of the occupiers. There are also legal disputes between the band and some of the occupiers as to who should have control of the land when it is finally returned. Both groups are demanding financial compensation for the army's use of the land.

The violence since May has included the fire bombing of a gas-training building, the discharge of firearms, assaults on military police and a commissioner, two ramblings of military police vehicles, and assaults on and confrontations with civilians using the beach on the Lake Huron portion of the camp.

...

On weekends, many aboriginal people from the surrounding area camp among the dunes near the shore. The majority are peaceful and regard the land as theirs. They say the confrontations with the police and non-aboriginal people involve only a small, militant group.³⁴⁵

The *Globe and Mail's* reporter also quoted an O.P.P. officer outside the camp as describing the situation inside as follows: "They seem to have come up with a gentleman's agreement where the natives are staying away from the built-up area (of the camp) and the military's staying away from the native area. ... If they keep doing that, they'll live peacefully."³⁴⁶

The continued peaceful coexistence of the two groups would, however, prove to be short-lived. On July 29, the last of the military personnel evacuated Camp Ipperwash in response to an earlier incident in which "some of the Stoney Pointers ... took control of the main part of the base Saturday after crashing a school bus through the door of the drill hall, occupying some of the buildings and setting up a barricade." The military characterized the withdrawal as being meant to "... ensure the safety of the military and the public."³⁴⁷ The Chief of the Kettle and Stoney Point Band was opposed both to the action of the protesters and the military's sudden withdrawal

³⁴⁵ Peter Moon, "Oneida chiefs begin Oka-like talks to defuse tension at Ipperwash Violent episodes mar original occupation of military camp," *The Globe and Mail*, July 15, 1995: A1.

³⁴⁶ Peter Moon, "Oneida chiefs begin Oka-like talks to defuse tension at Ipperwash Violent episodes mar original occupation of military camp," *The Globe and Mail*, July 15, 1995: A1.

³⁴⁷ Canadian Press, "Indian band regains control of land taken for military use," *The Toronto Star* July 31, 1995: D11; Estanislao Oziewicz, "Forces leave camp to occupiers Chippewa chief deplores Ottawa's action in 'running' from Ipperwash," *The Globe and Mail* July 31, 1995: A1; Estanislao Oziewicz, "Ottawa defends abandoning base to aboriginal occupiers Military is still custodian of land and will continue perimeter patrols, federal official says of soldiers' early withdrawal," *The Globe and Mail* August 1, 1995: A3.

from the camp, only three weeks prior to their negotiated departure date of August 16.³⁴⁸ Within a week, however, a transition team of military technicians visited the base and instructed the occupiers on how to run the day-to-day operations of the camp.³⁴⁹

News reports dating from early August 1995 also suggest that the Kettle and Stony Point Band was badly divided on issues ranging from the authority of the Chief and Council of the Kettle and Stony Point Band over lands and negotiations at Stoney Point, to the presence of outside supporters on the base. The Kettle and Stony Point Chief was also concerned about the effects of the occupation on the Band's relations with its neighbours and on the "negotiations with Ottawa to have the land returned."³⁵⁰

Occupation of Ipperwash Provincial Park

The dynamic at Stoney Point changed once again on Labour Day, September 4, 1995, when the occupation of Ipperwash Provincial Park began. On September 5, CTV news reported that "Natives took over Ipperwash Provincial Park sealing the gates, barricading them with garbage containers. The park had been scheduled to close for the season, now it's firmly in the hands of natives thumbing their noses at police. Along the roads that give access to the 109 acre park, Ontario provincial police dressed in flak jackets check vehicles, advise drivers to proceed with caution." CTV also broadcast a brief comment from Sgt. Doug Babbitt of the Ontario Provincial Police in which he stated "Our hopes are to contain the situation down there, negotiate with the people in there when they start to speak with us and, ah, have them leave the area peacefully."³⁵¹ Similarly, the Park Superintendent stated in an affidavit dated September 7, 1995, that:

I was informed by Don Matheson, the assistant superintendent of the park, and verily believe that at 6:40 p.m. on Monday, September 4, 1995 a number of aboriginal people began to occupy the park. I was informed then that a few trees had been cut by aboriginal people to block Matheson Drive, a municipal road, and one of the points of access to the park. I was informed and subsequently saw for myself that the main gate was blocked by a car.³⁵²

Police immediately cordoned off the area and by September 6, the Ministry of Natural Resources was reported to be seeking "... a court injunction in order to ban the occupiers from the property."³⁵³ The O.P.P. marched on the protestors on the night of September 6, resulting in the

³⁴⁸ Canadian Press, "Indian band regains control of land taken for military use," *The Toronto Star* July 31, 1995: D11; Canadian Press, "Military caretakers leave base to natives; Officials warn munitions pose danger," *The Ottawa Citizen* August 1, 1995: A4.

³⁴⁹ Canadian Press, "Military passes along skills to renegade Stony Pointers," *Times Colonist*, August 5, 1995: A7.

³⁵⁰ Canadian Press, "Standoff doesn't faze beach crowd: Many vacationers ignore dispute on military base," *The Hamilton Spectator*, August 2, 1995: A5; Canadian Press, "Native groups feud over base ownership; CHANGING OF THE GUARD," *The Edmonton Journal*, August 3, 1995: A3.

³⁵¹ CTV National News, "No Title," September 5, 1995.

³⁵² Affidavit of Leslie Kazo Kobayashi, September 7, 1995. *George v. Harris et al.* Doc. #1011120.

³⁵³ Canadian Press, "Ontario considering injunction to end Indian standoff in park," *The Evening Telegram*, September 6, 1995: 8; and Canadian Press, "Ontario Natives occupy provincial park," *The Globe and Mail*, September 6, 1995: A4.

shooting death of Dudley George.³⁵⁴ Reporting on the lead up to the shooting, the *Calgary Herald* reported on September 7, 1995 that:

Earlier Wednesday [September 6], tensions between natives and police escalated as officers tore down a barrier consisting of picnic tables and tents set up just outside the park.

...

The night before, natives hurled stones at police cruisers, damaging three vehicles.

In an interview Wednesday afternoon, Daryl Smith, spokesman for the Ontario Ministry of Natural Resources, said that a 1972 study found no signs of a burial grounds within Ipperwash park.³⁵⁵

It should be noted that during this same period, public attention was also being drawn to a standoff between First Nations protesters and police at Gustafsen Lake in British Columbia. At the height of that conflict, two RCMP officers were struck in their bulletproof vests by gunfire.³⁵⁶

Present Day Situation

The Department of Indian Affairs lists the current population of the Kettle and Stony Point First Nation as 1964, about 60 percent of whom are registered as living on the Kettle Point Reserve.³⁵⁷ The current political climate is, however, somewhat more complicated. As stated by Laurie Leclair in her July 15, 1996 work entitled "The Chippewas of Southwestern Ontario: A Brief History to 1867":

In 1994, the Department of National Defence agreed to return the [Stoney Point] land to the band, but officially, it has not yet been returned to reserve status. The terms of its return are currently in dispute between the First Nation and the Federal Departments of Defence and Indian and Northern Affairs, as well as among the First Nation itself. A faction of the Kettle and Stony Point Nation, who call themselves the Stony Point First Nation, believe that they are a nation separate from Kettle Point.³⁵⁸

³⁵⁴ Canadian Press, "Two reported shot at Ipperwash protest Police move in on Indians occupying park," *The Toronto Star*, September 7, 1995: A1.

³⁵⁵ Canadian Press, "Ontario police move in on protest," *Calgary Herald*, September 7, 1995: A14.

³⁵⁶ Sherryl Yeager, "Leader says he warned police to keep distance; NATIVE PROTESTS," *The Edmonton Journal*, August 28, 1995: A3.

³⁵⁷ First Nation Profile, Chippewas of Kettle and Stony Point, "Registered Population as of April, 2004." http://pse2-esd2.ainc-inac.gc.ca/FNProfiles/FNProfiles_PrintForm.asp?BAND_NUMBER=171 ..., accessed on May 6, 2004.

³⁵⁸ Laurie Leclair, "The Chippewas of Southwestern Ontario: A Brief History to 1867." Submitted to the Litigation Support Directorate, DIAND, July 15, 1996.

The general dissatisfaction within the broader Kettle and Stony Point community is further evidenced by the several legal claims filed in recent years. Leclair summarized the claims filed to July 1996 as follows:

CASE	SYNOPSIS
<i>Chippewas of Kettle and Stony Point v. R.</i> File 2-C-204	Argues for “the return of land appropriated by the Federal Department of National Defence at Camp Ipperwash.”
<i>Angeline Shawkence v. R.</i> , File 2-S-100	“... individuals, and their descendants who were formerly located on the Stony Point Reserve claim that they were not properly compensated.” They seek monetary compensation and the return of the land.
<i>Rosalie Manning et al., v. R.</i> , File 2-M-189	Argues that “the federal government breached it [sic] fiduciary duty in failing to compensate the rightful locatees for the appropriation of their lands.
<i>Chippewa of Kettle and Stony Point v. M. M. Dillon and R.</i>	Argues that “the federal government and third parties have failed to compensate properly for the expropriated land, and that the environmental assessment done on the former Camp Ipperwash lands was inadequate.”
<i>Chippewa of Sarnia, Kettle and Stony Point, v. R.</i> File 2-C-180	“The First Nation claimed the waterbeds of the St. Clair River, via aboriginal land rights as set down in the Royal Proclamation of 1763.”
<i>Chippewa of Kettle and Stony Point v. R. et al.</i> File 2-C-184	Argues that “... nearly two hundred cottagers have trespassed on aboriginal land, and that the Federal Government has breached its fiduciary duty in allowing for the surrender and subsequent sale of beach front property along the northern shore of the Kettle Point Reserve.”

CONCLUDING SUMMARY

The ancestors of the Kettle Point and Stony Point people had a long-standing relationship with the British which was expressed through present-giving, military alliance and treaty-making. The Royal Proclamation of 1763 created a protected Indian territory which included the Kettle and Stony Point land base around Lake Huron. According to the terms of the Royal Proclamation the Crown could only take title to this land if the Aboriginal owners voluntarily ceded it to them.

The Chippewas negotiated from 1818 to 1827 for the cession of their land, known as the Huron Tract. As the negotiations proceeded the amount of land being given to the Crown increased to over 2 million acres and the amount of land being retained by the Chippewas decreased to less than 18,000 acres. In addition, the amount of annuity they were to receive was reduced to £1100 per annum from the £1375 initially discussed. The Huron Tract Treaty was signed by Chippewa from River au Sable (Kettle Point and Stony Point), River St. Clair (Sarnia) and Chenail Ecarte (Walpole Island).

Four reserves, comprising less than 1 percent of their territory, were excepted out of the ceded tract for their exclusive occupation. The Chippewas selected reserves at Kettle Point, Stony Point, Upper St. Clair (Sarnia) and Lower St. Clair (Moore). An Indian refuge already existed at Walpole Island. The locations selected by the Chippewa were valued as important use areas.

After the Huron Tract Treaty was signed the Indian Department treated the signatories as one large regional band. This approach caused conflict between the groups. As early as 1836 the Walpole Island people agitated to separate from those at Sarnia and Kettle and Stony Point and although they agreed to a division of reserves and annuity the Department did not sanction the division until the 1860s. Similarly, the Kettle and Stony Point people wanted to be separate from the Sarnia group. After decades of petitioning the Band was finally separated in 1919 into the Sarnia Band and Kettle and Stony Point Band. The Sarnia Band kept the Upper St. Clair (Sarnia) Reserve and the Kettle and Stony Point Band kept the Kettle Point and Stony Point Reserves; the trust fund was split between the two bands.

When they were being administered by the Indian Department as a single band, the elected band council was dominated by representatives from Sarnia which had more than double the population of Kettle and Stony Point. The resentment and frustration of the Kettle and Stony Point people was apparent over two major issues - the rights of the Potawatomi originally from the United States and the survey and subdivision of the Kettle and Stony Point Reserves.

Regarding the Potawatomi issue, the Sarnia and Walpole Island chiefs had resolved to allow the Potawatomi to reside on their reserves in 1837 and the Kettle and Stony Point people had arrived at the same decision in 1873. Regardless of these resolutions, Crown policy regarding the rights of the Potawatomi fluctuated over the years and attitudes within the communities were also divided. The problem of the imbalance in representation on the council made it difficult for each group to deal separately with their own particular situation. Early in the 20th century the Sarnia portion of the Band voted to have the Potawatomi resettled on a corner of the Stony Point Reserve which provoked strife and resentment at Kettle and Stony Point and caused some families to relocate to Wisconsin.

The Kettle and Stony Point people feared that the survey and subdivision of their reserves was the first step towards their reserves and resources being sold and resisted attempts by the Indian Agent and their co-band members at Sarnia to sanction a survey and subdivision. They were unable to prevent a survey in 1900. As a result of that survey the beachfront was identified as being suited to development. The Indian Agent obtained surrenders of a portion of the beachfront at Kettle Point and all of the beachfront at Stony Point in 1927 and 1928. These surrenders reduced their reserve land base by about 3 percent and 14 percent, respectively. The Kettle Point land was sold for \$85 per acre; the beachfront at Stony Point for \$35 per acre. The Province of Ontario later purchased part of the beachfront surrendered from Stony Point for the creation of Ipperwash Provincial Park.

The remaining land at the Stony Point Reserve was taken in 1942 by the Department of National Defence to create Camp Ipperwash. The Indian Agent had tried to get the Kettle and Stony Point Band to agree to surrender the Reserve but they refused. The Department of National Defence then used its powers under the *War Measures Act* to take the Reserve without a surrender. The compensation package paid for relocation costs, reimbursed residents for improvements, and paid \$15 per acre for the land.

The sixteen families residing at Stony Point were relocated to Kettle Point, the only land remaining for the Kettle and Stony Point Band. Thus the population of approximately 370 people were now forced to share the land at Kettle Point. The remaining land on the Kettle Point Reserve was less than half of the acreage they had originally received for their exclusive use and occupation at the time of treaty; it had to accommodate more than three times the population. The forced displacement and relocation provoked disharmony within the community.

The Order in Council approving the taking of the Stony Point Reserve stated that if the land was not needed by DND after the war, negotiations would be entered into to return the land to “the Indians”. The Stony Point people held onto the belief that they would be able to return to their home reserve. Shortly after the war ended, DND first indicated that it would return the camp but quickly reversed the decision. This led to decades of protest and attempts to regain the Reserve. By 1972 the Minister of Indian Affairs warned that the people were becoming impatient and that failure to return the camp to reserve status could lead to civil disobedience. Subsequent negotiations have failed to reach a resolution.

Shortly after Camp Ipperwash was created in 1932 the Chief and Council of Kettle and Stony Point and the Department of Indian Affairs asked park authorities to protect burials in the park. No action seems to have been taken and in 1950 human remains were discovered which were subsequently assessed and thought to belong to an Ojibwa child buried in the historic period. Similarly, returning soldiers complained that a cemetery inside Camp Ipperwash had not been protected as promised and were alarmed at damage to headstones. The cemetery was eventually fenced and the former Stony Point residents resumed using the cemetery in 1990. The lack of protection and respect for burial grounds was deeply offensive and became symbolic of their loss of ancestral territory and their inability to maintain significant connections to their cultural heritage.

The huge reduction of their land base and forced integration of the two communities formerly residing separately at Kettle Point and Stony Point strained relations in the community. These issues were addressed through a number of mechanisms including litigation and land claims regarding the 1927 and 1928 surrenders and the appropriation of Camp Ipperwash in 1942.

Some descendants of former Stony Point residents took direct action by occupying Camp Ipperwash in 1993 and Ipperwash Park in September 1995. Dudley George, whose parents had lived at Stony Point, was shot and killed in a confrontation with police near the entrance to Ipperwash Park on September 6, 1995.

BIBLIOGRAPHY OF SECONDARY SOURCES

- Canada, Energy Mines and Resources, Native Peoples 1740. *National Atlas of Canada*, 5th Edition, MCR 4094, 1988.
- Clifton, James A. "Potawatomi," in *Handbook of North American Indians*. Vol. 15 (Northwest) Washington: Smithsonian Institution, 1978. Bruce Trigger Vol. Editor.
- Curnoe, Greg. *Deeds/Nations*. London: Occasional Publications of the London Chapter, Ontario Archaeological Society, No. 4, 1996.
- Elford, Jean Turnbull. *A History of Lambton County*. Sarnia, Ont, Canada, 1967.
- Ferris, Neil. *Continuity Within Change: Settlement-Subsistence Strategies and Artifact Patterns of the Southwestern Ontario Ojibwa A.D. 1780-1861*. M.A. Thesis (Graduate Program in Geography): York University, Toronto, 1989.
- Graham, Elizabeth. *Medicine Man to Missionary: Missionaries as Agents of Change among the Indians of Southern Ontario, 1784-1867*. Peter Martin Associates Limited, 1975.
- Grant, John Webster. *Moon of Wintertime: Missionaries and the Indians of Canada in Encounter since 1534*. Toronto: University of Toronto Press, 1984.
- Gulewitsch, Victor A. *The Chippewas of Kettle and Stony Point: A Brief History*. Publication of Chippewas of Kettle and Stony Point Historical Claims Research Office. 1995.
- Indian Claims Commission. *Inquiry into the 1927 Surrender Claim of the Chippewas of Kettle and Stony Point First Nation*. Ottawa: Indian Claims Commission, March 1997.
- Kinietz, W. Vernon. *The Indians of the Western Great Lakes, 1615-1760*. Ann Arbor: University of Michigan Press, 1965.
- Lackenbauer, P. Whitney, University of Calgary, "Combined Operation: The Appropriation of Stony Point Reserve and the Creation of Camp Ipperwash"
<http://www.jmss.org/1999/article4.html>.
- Ladell, John L. *They Left Their Mark: Surveyors and Their Role in the Settlement of Ontario*. Toronto: Dundurn Press, 1993.
- Leclair, Laurie. *The Chippewas of Southwestern Ontario: A Brief History to 1867*. Submitted to the Litigation Support Directorate, DIAND, July 15, 1996.
- McCardle, Bennett Ellen. "Appendix 1: Glossary of Terms used in Indian Historical Research." *Indian History and Claims: A Research Handbook, Vol. 1*. Prepared for the Treaties and Historical Research Centre, Department of Indian Affairs, July 1983, pp. 300-330.
- Merriam & Co. *Webster's Third New International Dictionary*. Chicago: William Benton Publisher, 1966.

- Nin.da.waab.jig (Dean R. Jacobs). *Minishenhying Anishnaabe-aki, Walpole Island: The Soul of Indian Territory*. Walpole Island, Ontario, Canada, 1987.
- Osborne, Brian S., Jean-Claude Robert, and David A. Sutherland. "Population in the Canadas and Maritimes to 1851," (Plate 10) in *Historical Atlas of Canada Vol. II The Land Transformed, 1800-1891*. Toronto: University of Toronto Press, 1993. (General Editor R. Cole Harris.)
- Rogers, E. S. "Southeastern Ojibwa," in *Handbook of North American Indians*. Vol. 15 (Northwest) Washington: Smithsonian Institution, 1978. Bruce Trigger Vol. Editor.
- Roos, Helen. "It Happened as if Overnight: The Expropriation and Relocation of Stoney Point Reserve #43, 1942." M.A. Thesis, University of Western Ontario, May 1998, pp. 97-98
- Surtees, R. J. *Indian Land Surrenders in Ontario, 1763-1867*. INAC: Ottawa, February 1984.
- Surtees, Robert J. "Land Cessions, 1763-1830," in Rogers, Edward W. and Donald B. Smith, eds. *Aboriginal Ontario: Historical Perspective on the First Nations*. Toronto: Dundurn, 1994.
- Tanner, Helen Hornbeck. ed. *Atlas of Great Lakes Indian History*. University of Oklahoma Press: Norman and London, 1987
- Wilson, Edward. *Missionary Work among the Ojebway Indians*. London: Society for Promoting Christian Knowledge, 1886.

APPENDIX A GLOSSARY OF TERMS

The following is a list of terms commonly used in documenting aboriginal history.³⁵⁹

Alienate

To sell, give away, or otherwise dispose of land, or other property, permanently. Surrendered Indian reserve lands are not fully alienated from their First Nation owners until the buyer receives his final deed or Patent.

Annuity

A token payment, made yearly by the Crown to individual members of an Indian Band, under the terms of certain treaties. Annuities were paid under most of the pre-Confederation Upper Canadian Treaties from 1818 onward. Up to about 1827-29, payment was in cash and/or goods worth certain stated sums; each could be substituted or “commuted” for the other according to circumstances. After this date, annuities were paid in cash, usually as a small fixed sum per person, sometimes with a ceiling on the total amount payable within the treaty area. In the early period, cash annuities were either distributed to individual Band members, or banked (“funded”) on their behalf; these latter sums became the foundation of some Band trust funds.

Band

A group of First Nation people. The word has at least two meanings today.

- 1) A legal group defined by the *Indian Act*. In this sense, a Band is the basic unit of Indian government recognized by the federal government. Each has its own Band Council and legal membership list. Most have reserve land and a trust fund as well.
- 2) A small kin related group, which is usually used in describing people following a traditional life of hunting, fishing, trapping and gathering, with culturally specific kinds of leadership and family patterns.

Band Council

The governing body of a Band under the *Indian Act*. It is composed of one or more Chiefs, and usually several Councillors (formerly called “headmen”). It is often referred to as the Chief and Council.

Band Council Resolution

A document by which a Band Council records a formal decision or a Band Bylaw.

Claim

A formal statement by a person or group, claiming a legal right to something, or demanding protection or recovery of a right alleged to have been lost. Also, the action taken to have the claim settled. Indian claims are often made for the recognition of aboriginal rights, for the fulfillment of Indian treaties, and for compensation for or return of land and other rights. Most claims today are made against the federal government, but some have been brought against the

³⁵⁹ Bennett Ellen McCardle. “Appendix 1: Glossary of Terms used in Indian Historical Research.” *Indian History and Claims: A Research Handbook, Vol. 1*. Prepared for the Treaties and Historical Research Centre, Department of Indian Affairs, July 1983, pp. 300-330. With modifications and additions by the authors.

provinces or private persons. Claims can be settled by litigation, arbitration, mediation, negotiation and other kinds of political action. The federal government's view today is that there are two kinds of claim: comprehensive claims, based on aboriginal rights in areas where no treaties have been made; and specific claims, for rights arising out of treaties or relating to reserves, Indian moneys, and specific provisions of the *Indian Act*. Some claims are dealt with as special claims as they do not fall neatly into either category. This distinction is not, however, accepted as valid by all First Nation groups.

Crown

The Queen or King as Canada's Head of State. Also, the Government that represents the monarch. The Crown is in many ways an idea more than a person. Thus the Governor General "is" the Crown when she exercises the powers the Queen has given her. A federal or provincial government department "is" the Crown when it carries out the duties assigned to it, in the manner in which they were intended to be carried out. Exactly what these delegated duties are is not always clear. Most, however, are set out in the Constitution of Canada and in federal and provincial statutes.

Enfranchisement

The process by which an Indian person or family gives up its Indian status, or is forced to give it up, is called enfranchisement. The person receives a share of Band moneys, and sometimes of reserve land, but thereafter has no further rights as an Indian under the *Indian Act*.

Expropriation

The taking of privately owned land by the Crown or by specially empowered authorities for certain "public works". Land for railways, roads, canals, irrigation, schools, hospitals, power-sites and government buildings may be expropriated under certain conditions. The Crown may take the land itself, or may pass a statute empowering a private company to do so. The owner of the land usually cannot stop the land from being taken, but has a right to fair payment, or compensation. There are detailed legal rules and procedures directing how expropriations must be done. The *Indian Act* contains sections that specifically allow bodies with expropriating powers to exercise those powers on reserve land under specific conditions.

The term "expropriation" is often used in common discourse to refer to land taken under pressure but not actually expropriated in the true legal sense.

Extinguishment

The complete wiping out, or ending, of an existing legal right.

Hereditary Chief

This term refers to First Nation leaders chosen by traditional means, often as a matter of descent from a recognized chief. In the modern period hereditary chiefs were often in opposition to the Band Councils recognized by the Federal Government under the *Indian Act*. That is, they are chosen neither by the elective system, nor by the form of custom recognized by the government.

Imperial Government

The British government, especially before Confederation, when it was still closely involved in the affairs of the Canadian colonies. The Imperial government, through its Colonial Secretary, was responsible for the administration of Indian affairs in Upper and Lower Canada up to at least 1860, and retained authority to pass laws concerning Indian Affairs up to at least 1867.

Indian Act

The federal statute that, since 1876, has embodied most of the federal law concerning Indian people. Before 1876, there were a large number of colonial and local statutes relating to Indians. Parts of these were rewritten, expanded, and incorporated into two new federal acts relating to Indians, passed in 1868 and 1869. The first complete “*Indian Act*” as such was passed in 1876. “New” versions were issued in 1880 and 1951, and Revised Statutes (including all amendments passed since the last complete reprinting of the Act) were issued in 1886, 1906, 1927, 1952, and 1970. There were numerous changes to individual sections between each revision.

Letters Patent

The legal document by which the Crown grants public land to a private owner. The patent is signed by the monarch, the Governor General, or a representative. When Indian reserve land is surrendered and sold, and when the buyer has paid all installments of the price and met any other terms, he receives letters patent for the land from the Department of Indian Affairs. Once the patent is issued the land no longer comes under the control of the *Indian Act*. The letters patent themselves may be retained by the Crown, in which case a substitute, the Certificate of Title, is given to the grantee.

Location and Location Ticket

A member of an Indian Band who lives on and uses a particular plot of land on a reserve can, under terms set out in the *Indian Act*, get legal recognition and protection of his or her right to go on doing so, on a semi-permanent basis. Before 1951, he or she was called a locatee, the land was called a location, and the document recording the right a location ticket. After 1951, location tickets were replaced by three other types of document: certificates of occupation (temporary, short-term, and sometimes conditional licenses), certificates of possession (permanent licenses that can be cancelled only under special conditions), and notices of entitlement (provisional certificates issued to people entitled to certificates of possession, where technical obstacles prevent the issuing of such a document).

Locatees are said to be in “lawful occupation” or “lawful possession” of their locations. They have special rights to lease them out, by what are called “locatee leases”. They may bequeath them to their Indian-status heirs, within limits prescribed by the *Indian Act*.

Mineral Rights

The rights to own and sell minerals under a piece of land, as opposed to ownership of the land or “surface” title. The term usually includes base metals, coal, oil, natural gas, tar sand, and sometimes precious metals.

On most Indian reserves, the mineral rights go with the surface title, and are administered for the benefit of the Band. There are some exceptions, such as certain reserves purchased from the provinces or from private owners. On these, for various reasons, mineral rights have not been transferred with the surface title.

Since the 1880’s, minerals on Indian reserves have been administered under federal regulations passed under the *Indian Act*. These generally provide for mineral exploration under temporary permits. Minerals can only be exploited, however, by special arrangement with the Band Council (if the mining is done by Band members) or under leases authorized by a mineral surrender (if the mining is to be done by outsiders). After a surrender, the rights are leased out to

private companies, who pay bonuses, rental and royalties on any minerals found. All revenues are put in Band trust funds, except for levies transferred to the Indian Land Management Fund between 1856 and 1913.

Stone, sand and gravel on reserves are usually not defined as minerals, and are exploited by means of informal permits or direct sale.

Negotiation

The settling of legal claims or political disputes by discussions between the parties concerned. These may be formal or informal.

Non-Treaty Indian

A term found in the *Indian Act* between 1876 and 1951, and defined as: “any person of Indian blood who is reputed to belong to an irregular band, or who follows the Indian mode of life, even though such person be only a temporary resident in Canada”. This term and the term “Irregular Band” were apparently applied by the federal government mainly to two particular groups: first, border-area American Indians such as the Sioux, who immigrated to or visited Canada in the mid-nineteenth century, and who were not allowed to sign treaties along with the resident Canadian bands; and second, various Indian Bands or individuals in the treaty areas who initially refused to sign treaty, or who were not at first offered treaty.

Order in Council

A former legal document used to carry out the authority of the Crown; that is, to authorize many different kinds of government action, usually in ways dictated by a specific statute or legal agreement. In theory, Orders in Council are issued by the Crown through its representative the Governor General, after discussions with his Privy Council of Cabinet Ministers and others. In fact, most Orders in Council today are drafted by government departments. Routine topics are usually passed by a small committee of Cabinet Ministers, while the more sensitive or important ones are discussed in full Cabinet. When passed, they are “rubber-stamped” by the Governor General or his representative.

Petition

In common speech, any document signed by a number of people and sent to an office or authority, asking that something be done. In legal language it refers to specific kinds of formal applications. Among others, there are the land petitions made by colonial settlers to get title to, or use of, land. Petitions of right are a now-superseded kind of formal legal action, taken by some Indian Bands early in this century, asking that the Crown restore lost or impaired rights to land or money.

Presents / Annual presents

Originally, gifts exchanged between trading partners during a fur-trading session. The term later came to refer to formal gifts of trade goods to Indian groups, given by Colonial Governments in the 18th and 19th centuries. These were intended as tokens of goodwill from the Crown, or encouragements to peace and order, or incentives to military alliance, depending on circumstances. By the 1830's they had become a regular yearly custom in parts of eastern Canada, and were stopped when the Imperial government ceased to subsidize Canadian Indian affairs in 1858. Toward the end of this period, presents were sometimes commuted from trade goods to money; this was paid in much the same way as were treaty annuities and land payments.

Proclamation

A formal legal document, issued by the Crown or its representative, which gives orders, makes a statement, or otherwise exercises Royal powers. Proclamations can be very general, as was the Royal Proclamation of 1763. They can also be specific, or tied to specific statutes.

Reserve or Indian Reserve

Land set aside for the use or occupancy of an Indian group or Band. Reserves are defined in the *Indian Act* and are provided for or mentioned in the Constitution, various Treaties, various federal statutes, and various other Crown agreements and executive actions.

Royal Proclamation of 1763

A proclamation, issued by the British Crown on 7 October 1763. It defined British Imperial territories in North America, set up governments for the new British Colonies on the continent, provided for land grants to European war veterans, and stated principles concerning the Indian people within the area claimed. The section of the Proclamation referring to Indians provides for the protection of Indian “possession” of certain territory; the procedure to be followed when Indian interests in land are ceded to non-Indians (which formed the basis of later Canadian treaty and surrender policy); the regulation of trade between Indians and non-Indians; and peace-keeping in the territory reserved for Indians.

Surrender

A formal agreement by which an Indian Band consents to give up certain rights on its reserve for sale or lease. A surrender for sale allows the Crown to sell a specific part of the reserve to outside buyers, under stated conditions. Land surrendered for sale has special status. It is held for the Band’s benefit, until it is patented to the buyer. The sales revenue is banked in the Band’s Trust Fund. A surrender for lease allows the Crown to lease reserve land on specified conditions. The land does not lose its reserve status. A mineral surrender, timber surrender, or surrender of other on-reserve resources, allows the Crown to lease the rights for exploitation by third parties and to collect the revenue for Band funds.

Accepted procedure for surrenders has been laid down in law, beginning with the Royal Proclamation of 1763, and continuing up to the present detailed provisions of the *Indian Act*. These laws all provide, among other things, that only the Crown can take and dispose of Indian land. The distinction between certain early treaties and surrenders is often unclear. Both are often referred to as “cessions” or “releases”, even though the four terms do not have exactly the same legal meanings.

Since about 1888, standard printed forms have been used for most surrenders and related affidavits. These have been revised several times, most extensively in 1914 and 1951. Procedure for the sale of surrendered land was governed mainly by custom and special Orders in Council before 1876; by the *Indian Act* from 1887 to about 1951.

Treaty

An agreement signed between an Indian group (or groups) and the Crown, through their representatives. The Canadian Treaties purport to cover just under half of the land area of Canada, including parts of the Maritimes, British Columbia and the Northwest Territories, Ontario; and the Prairie Provinces. Members of treaty bands today make up a little over half the registered Indian population of Canada.

The numerous pre-Confederation Treaties in British Columbia, Ontario and the Maritimes vary widely as to style and terms. The post-Confederation Treaties of Ontario, the Prairies, British Columbia and the NWT are more uniform and cover larger areas.

The true historical and legal meanings of the Canadian Treaties, and the true intentions of each side in making them, are still uncertain. The written texts sometimes refer to alliances and the maintaining of peace and friendship, and sometimes to the cession of Indian rights to land in return for various benefits granted by the Crown. These may include money, land, goods, the continuance of hunting and fishing rights, and other forms of consideration.

Treaty Paylists

Lists of members of a particular Band, used to record yearly payments of treaty annuities. They sometimes give details about family sizes, births, marriages, deaths and places of residence. Therefore they are often used in historical research, especially on Indian Status or entitlement. Paylists vary widely in detail and accuracy.

Trust Funds

Moneys belonging to individual Indian Bands, held and (until recently) managed by the federal government for each Band as a group. Most are made up of proceeds from the sale, lease or expropriation of reserve lands and the resources on them. Some Ontario funds were originally based on “capitalized” lump-sum annuities paid under pre-Confederation Treaties. Rules for their management are given in the *Indian Act*, a series of historic Orders in Council relating to interest rates and interest handling, various Orders in Council and regulations governing the sales of Indian land and resources, and any specific surrender agreements governing the spending of money for particular Bands.

Each Band has its own numbered trust fund account. When a Band splits its trust fund is divided.

APPENDIX B CHIEFS' NAMES AND TOTEMS³⁶⁰



Caribou

Catfish

Crane

Turtle

Beaver

Beaver

1818 Council	1819 Provisional	1825 #27 ½	1827 # 29
Annemikanis ³⁶¹ [caribou]	Annemikainse [caribou]	Animickence [caribou]	Animikince [caribou]
Negig ³⁶² [otter]		Negig [otter]	Negig [otter]
Pockenaise ³⁶³ [caribou]	Puckinaise [caribou]	Puckeneuse [caribou]	Pukinince [caribou]
Souskonay ³⁶⁴ [bird]	Souskonay? [bird?]	Schoquona? [bird]	
Osawweb ³⁶⁵ [turtle]	Osawweb [turtle?]	Osaw-a-wip [turtle?]	Osawip [turtle?]
Kitchianaquet ³⁶⁶ [beaver?]	Kitchinawquot [crane]		
Kaybayyawsigay ³⁶⁷ [caribou?]			
Penesewah ³⁶⁸			
Shawshawwanipenisee ³⁶⁹	Shawwahnipenesee	Shawp-wine-penece	Shawanipinissie

³⁶⁰ Curnoe describes one of the dodems (totems) as “antler.” We use the term “caribou.” This dodem also appears in historical documents as “reindeer.” There is an excellent discussion of the caribou dodem in Heidi Bohaker, “*Catfish, Cranes and Caribou: Iconic Imagery and Kinship Networks in the Great Lakes Region, 1760-1867.*” Unpublished manuscript. Also pers. comm. Darlene Johnston, June 2004.

³⁶¹ Identified as a Sarnia chief, chief of the Rapids Tribe formerly located at Point Edward. Variations: Annamakance, Nimmekance, Namekance, Ani mick ence, Animikence. See Curnoe, p. 6.

³⁶² Identified as a Sarnia chief. Variations: Nigig, the Otter. He died in 1837. See Curnoe, pp. 79-80.

³⁶³ Identified as a Sarnia chief. Variations: Puck a nonce, Puckeneuse, Puckinence, the Spark of Fire, Cricket. He was an ancestor of Joshua and David Wawanosh and many others. He died at Sarnia around 1827. See Curnoe, pp. 105-106.

³⁶⁴ Identified as an Ojibwa chief at Chenail Ecarte. Variations: Sagawsway. He also signed the Longwoods Tract agreement, and other southwestern Ontario agreements. See Curnoe, p. 110.

³⁶⁵ Identified as Ojibwa chief from Sarnia. Variations Asauipe, Osawip, Ossaii a wip, Osaw a wip. He agreed to admit the Pottawatomie into the Walpole Island community in 1829. See Curnoe, p. 91.

³⁶⁶ Curnoe considers this to be the same chief as Kitchiamick, who signed with a Beaver totem the Jonathon Schieffelin deed, north side of the Thames River September 1788. He identifies him as a Chenail Ecarte chief. Variation: Kitchiamick. See Curnoe, p. 52.

³⁶⁷ Possibly Eyaubance (alternate names I au ba ce, Yawbass, Yaubass) born on Bear Creek in 1792, Ojibwa chief of the Bear Creek community and Lower Muncey in 1830's, possibly the son of Essabance, married to Kaubayaubenaqua born in the US in 1792. See Curnoe, p. 33.

³⁶⁸ Curnoe states that this may be the same person as a Pemuse /Pemus, an Ojibwa chief, probably of the Bear Creek community, who signed Surrender #280½, (Longwoods), May 9, 1820 and Surrender #25, (Longwoods), July 8, 1822, and perhaps also a receipt for goods on August 9, 1827 (with a Crane totem). Curnoe, p. 98. Penence-o-quin on 1825? Pinessiwagum on 1827?

1818 Council	1819 Provisional	1825 #27 ½	1827 # 29
	[beaver?]	[beaver?]	[beaver?]
Mayhowwain ³⁷⁰			
Taytaymaygasson ³⁷¹ [catfish/sturgeon]			
Amick Kewetasskum ³⁷²			
Puckenai ³⁷³			
Waywaynash ³⁷⁴ [caribou]	Waywaynashe [caribou]	Way-way-nosh [caribou]	Wawanosh [caribou]
Makataykegigo ³⁷⁵	Makataykegigo [catfish]	Macadagicko [catfish]	Mukatuokijigo [catfish]
Kenewahbay			
Meshikewaybig ³⁷⁶		Michikehabeck [caribou]	Mshikinaibik [caribou]
Kayask ³⁷⁷ [beaver]			
Kayyaskkonse			
Wahsayguan ³⁷⁸			
Naubowe ³⁷⁹			
Shaganash ³⁸⁰	Shawganash [turtle?]	Shawginosh [turtle?]	Saganash [catfish?]
Chawme ³⁸¹ Speaker	Chawme [?]		
	Poshetonse [caribou]		

- ³⁶⁹ Identified as a senior Walpole Island chief. Variations: Shawshawwanipenises, Shaw wine penence, Shashawinibissie. See Curnoe, p. 119.
- ³⁷⁰ Curnoe states that this is an Ojibwa chief of Chenail Ecarte who also signed Surrender #21 (Longwoods) March 9, 1819 [listed as Maytozewon, with a Beaver totem, which appears to actually be a reindeer/caribou]. He may also be the same person as a Matazin who signed an 1838 petition regarding the illegal surrender of Indian lands. Curnoe, p. 64.
- ³⁷¹ Identified as an Ojibwa chief at Chenail Ecarte, numerous spelling variations. He also signed other southwestern Ontario agreements north of the Thames such as #21, #280 1/2, and #25. See Curnoe, pp. 139-140.
- ³⁷² Curnoe states that Kewtasskum attended the 1818 council and was possibly the same person as Keywaycoochcum, Odawa Chief, and perhaps also a Kewish shown on an 1840 census at Anderdon. Curnoe, p. 50. Note that a Quiwitashoam or Kewetaskina, an Ojibwa Chief who signed Schieffelin deed for land north of Thames in 1788 and Sally Ainse declaration for land near Chatham in 1791, both times signing with the caribou totem. Curnoe, pp. 107-108.
- ³⁷³ Identified as an Ojibwa chief. Variations: Po qua quet, Puckinac, The Ball. He also signed the U.S. Treaty of Detroit ceding the west half of Lake St. Clair. See Curnoe, p. 105. Not to be confused with Pockenaise, also on 1818
- ³⁷⁴ Identified as head of the St. Clair River Ojibwa. Many spelling variations, also White Elk. He died at Sarnia in 1879. See Curnoe, p. 157.
- ³⁷⁵ Identified as a Sarnia chief. Variations: Macadagicko, Mukatuokijigo. See Curnoe, p. 56.
- ³⁷⁶ Curnoe indicates that this may be the same person as a Mesquahwegezhigk / Red Sky, Ojibwa chief, son of Ojibwa Sarnia chief Annamakance. See Curnoe, p. 67.
- ³⁷⁷ Identified as a Bear Creek chief. Signed other southwestern Ontario agreements. See Curnoe, p. 50.
- ³⁷⁸ Identified as Ojibwa chief at Chenail Ecarte, but also possibly identified as Odawa and Potawatomi in other documents. See Curnoe, p. 152.
- ³⁷⁹ Curnoe identifies this as Nabbawe or Kitschi~Makongs, Ojibwa Chief, Bear Creek, who signed Surrender #21, March 9, 1819, with a beaver totem. See Curnoe, pp. 74-75.
- ³⁸⁰ Identified as an Ojibwa chief of Chenail Ecarte. Perhaps the same man as Shonquesh, signatory to a deed for land on the east shore of the St. Clair River, August 1798, as well as a Shaungwaish, Ojibwa warrior who signed a petition to the Queen in 1838. Also perhaps the same person as Shaugwash living on the Sarnia Reserve in 1843. See Curnoe, pp. 118-119.
- ³⁸¹ Chaume, a chief of Bear Creek. See Curnoe, p. 196.

1818 Council	1819 Provisional	1825 #27 ½	1827 # 29
	Annotowwin ³⁸² [fish?]	Anotowin [fish?]	Annotowin [fish?]
	Shewwahnaiseway [beaver?]		
	Annemikewe [caribou] ³⁸³		
	Taykawmaw [caribou]		
	Sousquawgewain ³⁸⁴ [bird]	Showsquagewan [bird]	
	Quoykegoin ³⁸⁵ [beaver?]	Equoikegan [beaver?]	Quaikeegon [beaver?]
	Aksemepemisawtain [beaver?]		
		Oge-bick-in ³⁸⁶ [caribou]	Cheebican ³⁸⁷ [caribou]
		Petaw-wick ³⁸⁸ [caribou]	Peetawtick [caribou]
		Wa-pa-gace ³⁸⁹ [caribou]	
		Penence-o-quin [turtle?]	Pinessiwagum [turtle?]
		Chaoge-man ³⁹⁰ [beaver?]	Shaiowkima [beaver?]
		Chikatayan [eagle?]	Chekateyan [eagle?]
		Mokegewan [eagle?]	Mokeetchewan [eagle?]
			Shashawinibisie [crane?] ³⁹¹

³⁸² Ojibwa chief signed Surrender #27½ and #29. See Curnoe, p. 7.

³⁸³ Possibly Amick Kewetasskum of 1818?

³⁸⁴ Ojibwa chief of Sarnia community. Other spellings Shau-squa-ge-wan, Showsquagewan. See Curnoe, p. 118.

³⁸⁵ Ojibwa from Sarnia. Alternate names: Quekegman, Quaikeegon, Quaquakegon, Quakwegwon, Equock ke gan, E-quoikegan becomes Jacobs. See Curnoe, p. 106. An 1845 census by William Jones lists Quaykigouin's Band, Au Sable, population 49. William Jones to J. B. Clench, January 19, 1845. NACRG 10 Vol. 438.

³⁸⁶ Ojibwa Chief of Sarnia area. Maintained neutrality during 1837 rebellions. Petitioned the Queen against illegal surrender of Indian land in 1838. See Curnoe, p. 88.

³⁸⁷ Identified as an Ojibwa Chief by Curnoe. See p. 22.

³⁸⁸ Ojibwa chief of Sarnia community. Died around 1827. Father of Sarnia Chief Kah-ka-gezhigk. See Curnoe, p. 100.

³⁸⁹ Original Sarnia Ojibwa community chief died circa 1827 at Sarnia. Member of Kettle Point and Sauble Ojibwa communities. Family name became Johnston. Related to Wau-pu-gais (Johnston Wapugass). Wapugase was a chief of Ausable Ojibwas circa 1839. See Curnoe pp. 153 and 156.

³⁹⁰ Identified as a head chief of Walpole Island. He signed other surrenders as well. See Curnoe, p. 22.

³⁹¹ Possible confusion in records with Shawanipinissie, which may explain varying spellings and totems described by Curnoe. See p. 119.

APPENDIX C TEXT OF SURRENDER #29, JULY 10, 1827

Text of the Huron Tract Treaty, July 10, 1827. Canada, Indian Treaties and Surrenders, Vol. I (Ottawa: Brown Chamberlain, Printer to the Queen's Most Excellent Majesty, 1891), pp. 71-5.

... all and singular that certain parcel or tract of land in the Western District and District of London, in the Province of Upper Canada, bounded on the west by Lake Huron and the River St. Clair, on the north by unconceded lands, on the east by the District of Gore and the Home District, and on the south by lands heretofore conceded to the Crown, which said tract of lands intended to be hereby granted and surrendered is butted and bounded, or may be otherwise known as follows, that is to say: Commencing in the division line between the Home District and the District of London at one of the most northerly angles of the District of Gore, being at the distance of fifty miles (on a course north forty-five degrees west) from the outlet of Burlington Bay on Lake Ontario; then on a course about north eighty-four degrees west (so as to strike Lake Huron ten miles and three quarters of a mile north of the mouth of a large river emptying into the said lake, called by Capt. Owen, of the Royal Navy, Red River Basin) seventy miles, more or less, to Lake Huron; then southerly along the shore of Lake Huron, crossing the mouth of the said river; and following the several turnings and windings of the said lake along the water's edge to the river St. Clair [emphasis added]; thence southerly down the said river with the stream until it intersects the north-west angle of the Shawnese Township (now the township of Sombra), at a hickory tree marked with a broad arrow on two sides, half a chain above the mouth of a small river; thence east along the northern boundary of the said township to the north-east angle thereof, nine hundred and twenty-three chains, more or less; thence north two miles; thence on a course about north sixty-two degrees thirty minutes east (so as it will intersect the north-west angle of the Township of London on a straight line) forty-eight miles, more or less, to the north-west angle of the Township of London; thence along the northern boundary of the Township of London on a course north sixty-eight degrees thirty minutes east nine hundred and sixty chains, more or less, to the north-east angle of the said township; then south twenty-one degrees thirty minutes east along the eastern boundary line of the said Township of London to the purchase line in 1796; thence along the said purchase line (being the northern boundary of Oxford and Dorchester North) on a course north sixty-eight degrees thirty minutes east until it intersects the purchase line in 1792, at the Upper Forks of the River La Tranche or Thames, near the south-west angle of the Township of Blandford; thence northerly and westerly up and along the eastern edge of the said river against the stream until it intersects the third line on a south course from the outlet of Burlington Bay of the said purchase in 1792; thence north along the said purchase line twenty-four miles more or less, until it intersects the northern boundary line of the said purchase; then north forty-five degrees east along the said northern boundary line

twenty miles, more or less, to the place of beginning--containing two million two hundred thousand acres, more or less ...

...

The reserves at Kettle Point and Stony Point (River Aux Sauble) were described as follows:

... saving, nevertheless, and expressly reserving to the said Nation of Indians and their posterity at all times hereafter, for their own exclusive use and enjoyment, the part or parcel of the said tract which is hereinafter particularly described, and which is situate at the mouth of the River aux Sable, on Lake Huron that is to say, beginning at the north-west angle of the reserve at the water's edge, at the distance of one chain seventy-two links (on a course north twenty-eight degrees west) from where a large cedar post squared and marked to the east "Reserve," to the west "12th October, 1826," and to the north "M. Burwell,³⁹² Depy. Surveyor," has been planted well in the sand on the hillock; then from the place of beginning on Lake Huron south twenty-eight degrees east eighty chains, one mile post-marked; then on the same course eighty-chains, two miles post marked; thence along the same course eight chains, to the rear of the reserve at its south-west angle, where stands a large elm tree square and marked on the north and east sides "Reserve"; thence north sixty-two degrees east eighty chains, one mile post marked; thence on the same course eighty chains, two miles, to the post of black ash square, marked and witnessed; then north twenty-eight degrees west eighty chains, one mile post marked; then on the same course seventy-six chains eighty-five links to a cedar post square and marked on the west "Reserve," and on the east "1826"; thence on the same course one chain eighty links to the water's edge of Lake Huron; thence westerly along the shore of the said lake to the place of beginning, containing two thousand six hundred and fifty acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated at Kettle Point, on Lake Huron, that is to say: Beginning at the water's edge at the north-east angle, at the distance of two chains (on a course north) from where a large cedar post has been planted in the sand bank, squared and marked on the west "Reserve," and on the east "October, 1826"; thence from the place of beginning on Lake Huron, south eighty chains (one mile post marked); thence on the same course eighty chains (two miles post marked); thence on the same course four chains fifty links to the south-east angle of the reserve, at which is planted a large black ash post square, and marked "Reserve" on two sides and "1826" on the east and south sides, and witnesses marked all round it; thence west eighty chains (one mile post marked); thence on the same course forty-six chains ninety links, to the shore of Lake Huron (coming out two chains southerly from the entrance of a creek into the bay), where a large ironwood post squared and marked has been planted; thence northerly and easterly along the shore of Lake Huron, following its several

³⁹² Mahlon Burwell had built a house at the mouth of the Maitland River.

turnings and windings round Kettle Point to the place of beginning, containing two thousand four hundred and forty-six acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated on the River St. Clair above the rapids, that is to say: ... [descriptions of Sarnia or Upper St. Clair Reserve and Moore or Lower St. Reserve follow] ...

Appendix D Selected Population Statistics³⁹³

1839 ³⁹⁴ (Macauley)		1845 ³⁹⁵ (Bagot)		1856 ³⁹⁶ (Pennefather)	
Upper St. Clair	312	St. Clair Rapids, Upper		Sarnia Chippewas	444
St. Clair Rapids	401	St. Clair (Sarnia),		Sarnia Pottawatomes	28
River Aux Sable	217 [sic 27]	River aux Sables,		Sarnia Ottawas	40
		Kettle Point.		Sarnia Total	512
		“Chippewas, with some			
		Pottawatimies”		Kettle and Stony	44
[Total Sarnia Agency]	[740]	Total [Sarnia Agency]	741	[Total Sarnia Agency]	[556]
Chenail Ecarté	194	Walpole/Chenail Ecarte Chippewa, Ottawa & Pottawatimies ³⁹⁷	1140	Total Walpole Island - Chippewas, 442 - Potawatomes, 313 - Others, 69	824
[Total]	[934]	[Total]	[1,881]	[Total]	[1,380]

Groups as described in Indian Affairs Census Returns³⁹⁸	1845	1863	1864	1917	1924	1929	1939	1944
Sarnia- Chippewas, Potawatomis, Ottawas		497	485					
Chippewas – Sarnia, Kettle and Stony Point				423	432			
Chippewas – Kettle & Stony Point - Kettle Point, 27 - Au Sable – Wapagase’s Band, 35 - Au Sable – Quaykigouin’s Band, 49	[111]					147	208	371

³⁹³ Text and numbers enclosed in square brackets were added by the author.

³⁹⁴ Macauley Report, NAC RG 10 Vol. 117 p 168748. The Macauley statistics were taken from numerical returns of the previous year. See “Numerical Return of Upper St. Clair”, August 31, 1838. NAC RG 10 Vol. 127. This document clearly shows the River Aux Sable population at 27 not 217.

³⁹⁵ Bagot Report Sections I and II, unpaginated.

³⁹⁶ Pennefather Report, p. 55

³⁹⁷ The Bagot report states that the original 319 Chippewa at Walpole Island was greatly augmented after 1837 by an influx of Chippewas, Pottawatomes and Ottawas from Michigan as well as other unsettled Indians. Bagot Report Sections I and II, unpaginated.

³⁹⁸ All figures taken from Department of Indian Affairs Census Returns as published in Sessional Papers for years ending 1864, 1917, 1924, 1929, 1939, 1944. The population figures for 1845 were taken from William Jones to J.B. Clench, January 19, 1845. NAC RG 10 Vol. 438. (Jones did not specify whether they were Chippewa or a mixed group.)

Chippewas – Sarnia	259					295	310	357
Non-band members							118	
Total Sarnia Agency	[370]					442	636	728