

# Upper Canada Land Surrenders

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## Michilimackinac Island, No. 1

By these Presents We the following Chiefs Kitchi Negou or Grand Sable, Pouanas, Kousse and Magousseihigan in behalf of ourselves and all others of our Nation the Chipwas, who have or can lay claim to the hereinmentioned Island, as being their Representatives and Chiefs, by and with mutual consent do surrender and yield up into the hands of Lieutenant Governor Sinclair, for the behalf and use of His Majesty George the Third, of Great Britain, France and Ireland, King, Defender of the Faith, &c., &c., His heirs, executors, administrators for ever, the Island of Michilimakinak or as it is called by the Canadians La Grosse Isle (situate in that Strait which joins the Lakes Huron and Michigan,) and we do hereby make for ourselves and posterity a renunciation of all claims in future to said Island. We also acknowledge to have received, by Command of His Excellency Frederick Haldimand, Esq., Governor of the Province of Quebec, General and Commander in Chief of al His Majesty's Forces in Canada, &c., &c., &c.,

from the said Lieutenant Governor Sinclair on His Majesty's behalf, the sum of Five thousand Pounds New York Currency, being the adequate and complete value of the beforementioned Island of Michilimakinak, and have signed two Deeds of this tenor and date in the presence of Matthey Lessey, John Macnamara, David Rankin, Henry Bostwick, Benjamin Lyons, Etienne Campion and P. Ant. Tabeau the underwritten witnesses, one of which Deeds is to remain with the Governor of Canada and the other is to remain at this Post to certify the same, and We promise to preserve in our Village a Belt of Wampum of seven feet in length to perpetuate, secure and be a lasting memorial of the said transaction to our Nation for ever hereafter, and that no defect in this deed from want of Law Forms or any other shall invalidate the same.

In Witness Whereof, We the above mentioned Chiefs do set our hands and seal this twelfth day of May, in the year of Our Lord one thousand seven hundred and eighty-one, and the twenty-first year of His Majesty's reign.

Robert Sinclair,  
Lt.-Governor and Commandant,

John Mompessor,  
Capt. Commanding a Detacht. of the King's Regiment,

R. B. Brooke,  
Lieut. King's or Eight Regiment,

John Robert McDougall,  
Ensign, King's or Eight Regiment,

Matt. Lessey  
David Rankin,  
Henry Bostwick,  
Benjamin Lyons,  
Et. Campion,  
P. Ant. Tabeau

(totem) Kitchie Negou, his mark,

[L.S.]

(totem) the mark of Pouanas,

[L.S.]

(totem) mark of Pouanas and Kousse, the same mark but different Chiefs,

[L.S.]

(totem) mark of Magousseihigan,

[L.S.]

(totem) Okah,

[L.S.]

# Niagara Treaty of 1781 No. 381

Copy of a copy

To all Persons whom these presents may Concern; We the sachems and Chiefs of the Chippeweighs & Missasagas inhabiting at and near Wegh-queta, at the head of Lake Ontario in the vicinity of Niagara, on behalf of ourselves and all our people here convened by Colonel Guy Johnson, His Majesty's sole agent and Superintendent of the Six united Nations of Indian and their Confederates, send greeting – Whereas the Chiefs of the Six Nations & several of our then Chiefs, did in the month of August in the year one thousand seven hundred and sixty four, at this place, in the presence and at the desire of Sir William Johnson Bart. deceased, Our late superintendent, enter into a treaty for the ceding to His Majesty King George the third, a certain tract of land on the West side of the Straits leading from Lake Erie to lake Ontario, which cession was not then fully arranged and finally executed by us, and whereas we have now been summoned to attend at this place to make and perfect a cession of the same, and of such other lands, as have been required by Colonel Johnson to be ceded to the King, agreeable to orders received for that purpose, all which we have had fully explained to us by the said Colonel Johnson, and have duly considered the same – Now Therefore Know Ye, That we the said Sachems and Chiefs of the before mentioned Nations, all well through our own Zeal Loyalty and attachment to His Majesty as in consideration of a handsome present to, us made by our said Superintendent Colonel Johnson in the part and on behalf of his said Majesty, the receipt whereof we do acknowledge; We the said Indians have for ourselves, Heirs and Successors, granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm to our said Sovereign Lord King George the third, All that certain Tract of land situated on the West side of the said Strait or River, leading from Lake Erie to Lake Ontario, Beginning at a large white oak tree, forked six feet from the ground, on the bank of the said Lake Ontario, at the distance of four English miles measured in a straight line, from the West side of the bank of the said Strait, opposite to the Fort Niagara and extending from thence by a Southerly course to the Chipeweigh River, at the distance of four miles on a direct line from where the said River falls into the said strait about the great Fall of Niagara. or such a line as will pass at four miles West of the said Fall in its course to the said River and running from thence by a Southeasterly course to the Northern Bank of Lake Erie at the distance of four miles on a straight line, Westerly from the Post called Fort Erie, thence Easterly along the said Lake by the said Post, and Northerly up the West side of the said strait to the said lake Ontario, thence Westerly to the place of beginning; together with all the hereditaments and appurtenances to the same belonging or in anywise appertaining, and also all our estate Right, Title, property, possession, claim or demand in law or equity in or to the same or any part thereof. To released and confirmed and aforesaid with the hereditaments and appurtenances thereunto belonging unto our said Sovereign Lord King George the Third. His heirs and successors and to and for his and their own proper use & behoof forever. – In Witness whereof we the Chiefs of the said Chipeweighs & Missisagas have hereunto set our marks and seals the ninth day of May One thousand seven hundred and eight-one. in the twenty first year of His Majesty's reign.

The mark of Nanibizure a Chipeweigh Swan [L.S.]  
The mark of Paghquan a Missisaga Bear [L.S.]  
The mark of Wabicanine a Missisaga Eagle [L.S.]  
The mark of Minaghquat a Missisaga Duck [L.S.]

Sealed and delivered in the presence of

(The word (have) between the 7th & 8th lines, and the word (all) between the 18th & 19th lines, being first interlined,) as also the following words between the 15 & 16 Lines, Viz. or such a line as will pass at four miles West of the said Fall, in its course to said River.

(Signed)

Andrew Parke, Capt. in the King's or 8th Regt.  
Wm. Potts Capt. in the King's or 8th Regt.  
John Dease—depy. Agent of Indian Affairs.  
Alexr. McKee Depy. Agent of Indian Affairs.

I certify that the above Instrument was fully explained to the Indians, and executed in my presence, and a consideration, amounting to about 300 suits of clothing given to them.

(sgd) G. Johnson. Col. & Superintendent

Copied from an Original in the Council of Office.

Endorsed  
9th May, 1781—  
5—

Furnished by Dept of Crown Lands Toronto, under cover of letter of the 21st of Oct. 1896 File 175,258.

## **Treaty No. 116**

*Surrender by the Ottawas and Chippewas of Detroit of a certain tract of land on the south side of Detroit River, also on island in mouth of said river to His Majesty.*

Know all men by these presents, that we, the principal village and war Chiefs of the Ottawa and Chippewa Nations of Detroit, for and inconsideration of the goodwill, friendship and affection, which we have for Alexander McKee, who has served with us against the enemy during the late war, have, by and with the consent of the hole of our said nations, given, granted, enfeoffed, alienated, confirmed, and by these presents do give, grant, and enfeoff, alien and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, &c., &c., &c., a certain tract of land situated on the

south side of Detroit River, beginning at the line granted on the seventh day of June, one thousand seven hundred and eighty-four, by the Ottawas and Hurons to Indian officers, and running an easterly course along said line until it arrives at the end of seven English miles; from thence a northerly course bearing always in breadth seven English miles from the said River Detroit till it strikes the most northerly branch of the River Canard; thence down the said branch and River Carnard to the mouth thereof, and from thence down the River Detroit to the place of beginning. Also an island in the mouth of said River Detroit, commonly known by the name of Bois Blanc, with all and singular the appurtenances unto the said tract of land and island belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises, and all the estate, right, title, interest, property, claim or demand whatever of us the said Chiefs or any one whatever of our said nations, in and to said tract or parcel of land, or of, in and to every part or parcel thereof, to have and to hold the said lands and premises hereby given and granted, or mentioned or intended to be given and granted, unto His said Majesty George the Third, His heirs and successors, for the only purpose or proper use and behoof of His said Majesty George the Third, His heirs and successors for ever. And we, the said Chiefs, for ourselves and the whole of our said nations, our and their heirs, executors administrators, do covenant, promise and grant to and whit His said Majesty George the Third, Hi heirs and successors, by these presents, that His said Majesty, His heirs and successors, shall and lawfully may from henceforth and forever after peaceably and quietly have, hold, occupy, possess and enjoy the said tract or parcel of land hereby given and granted, with all and every of its appurtenances, free, clear and discharged, or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains and sales, and of, from and against all former and other titles, troubles, charges or incumbrances whatever, had, done or suffered, or to be had done or suffered, by any of us, the Chiefs, or by any one whatever of the said nations, our and their heirs, executors or administrators; and by these presents do make this our act and deed irrevocably under any pretence whatever of the said nations, and have put His said Majesty in full possession and seizing by allowing houses to be built on the premises.

In witness whereof, we, the said Chiefs, four ourselves and the said nations, have unto these presents affixed the marks of our different tribes at Detroit aforesaid, the fifteenth day of May, in the twenty-sixth year of the reign of Our Sovereign Lord George the Third of Great Britain France and Ireland, King, Defender of the faith, etc., and of Our Lord one thousand seven hundred and eighty-six.

Signed in presence of:

Thos. Williams  
John Clarke  
Danl. Fields

Eqcesbawa,} *Ottawas.*  
Hiquelow,} *Bear Tribe.*

Kensavanse, *Wolf Tribe*.  
Pandiac.  
Assinowa.  
Shaboqui,} *Chippewas*.  
Hawquosseau,} *Eagle Tribe*.  
Misquleawpaw.  
Tickcouoegossow.

A true copy.

D. W. SMITH,  
Secretary to the Land Office Board, District of Hesse.

Extracted from the Quebec Council Book, pages 404, 400, 406.

## **McKee Treaty, No. 2**

Knowing all men by these presents, that we the principal Village and War Chiefs of Ottawa, Chippawa, Pottowatomy and Huron Indians Nations of Detroit for and in consideration of the Sum of Twelve Hundred Pounds Currency of the Province of Quebec at Five Shillings per Spanish Dollar for valuable Wares and Merchandise to us delivered by the hands of Alexander McKee, Esquire, Deputy Agent of Indian Affairs the receipt whereof we do hereby acknowledge, have by and with the consent of the whole of our said Nations, given, granted, enfeoffed, alienated, and confirmed, and by these presents do give, grant, enfeoff, alien, and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, Defender of the Faith, &c., &c., &c., a certain Tract of land beginning at the mouth of Catfish Creek, commonly called Rivière au Chaudière on the North Side of Lake Erie being the Western extremity of a Tract purchased by His said Majesty from the Messesagey Indians in the year One Thousand Seven Hundred and Eighty Four and from thence running Westward along the border of Lake Erie and up the Streight to the mouth of a river known by the name of Channail Ecarté to the first fork on the south side, then due east line until it intersects the Rivière à la Tranche, and up the said Rivière à la Tranche to the Thousand Seven Hundred and Eighty Four, then following the Western boundary of said tract being a due South direction until it strikes the mouth of said Catfish Creek or otherwise Rivière au Chaudière being the first offset;

Reserving a Tract beginning at the Indian Officers Land at a small run near the head of the Island of Bois Blanc and running upwards along the border of the Streight to the beginning of the French Settlement above the head of the Petite Isle au D'Inde; then a due East line seven miles and then South so many miles as will intersect another East line run from the mouth of said Run or Gully near the head of said Island of Bois Blanc:

And another Tract beginning at the mouth of Rivière au Jarvais commonly called Knagg's Creek, running up along the border of the Streight to the Huron Church and one hundred ad twenty arpents in depth with all and singular the appurtenances unto

the said Tract of Land belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises and all the estate, right, title, interest, property, claim or demand whatsoever of us the said Chiefs or any other person or persons whatever of our said Nations, in, and to the said Tract of Land, or, of, in, and to every part and parcel thereof excepting the Reserve aforesaid.

To have and to hold the said Lands and Premises hereby given and granted, mentioned or intended to be given and grated until His said Majesty George the Third, His Heirs and Successors for the only proper use and behoff of His said Majesty George the Third, His Heirs and Successors for Ever.

And we the Chiefs for ourselves and the whole of our said Nations and their Heirs, Executors and administrators do covenant, promise and grant to and with His said Majesty George the Third, His Heirs and Successors by these presents that His said Majesty His Heirs and Successors shall and lawfully may from henceforth and for ever after Peaceably and quietly have, hold, occupy, possess and enjoy the said tract of land hereby given and grated, mentioned or intended to be given and granted with all and every of the appurtenances free, clear and discharged or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains and sales and of, from and against all former and other Titles, troubles, charges or incumbrances whatever, had, done or suffered, or to be had, done or suffered by any of us the said Chiefs, or by anyone whatever of the said Nations our and their Heirs, Executors or administrators; And by these presents do make this our act and Deed irrevocably under any pretence whatever, and have put His said Majesty in full possession and seizing by allowing houses to be built upon the Premises.

In witness whereof, we the said Chiefs for ourselves and the said Nations have until these Presents made the marks of our different Tribes, and affixed our Seals at Detroit, District of Hesse, in the Province of Quebec, this Nineteenth day of May, in the Thirtieth year of the Reign of Our Sovereign Lord George the Third, King of Great Britain, France and Ireland, Defender of the Faith, &c., and in the year of Our Lord one thousand seven hundred and ninety (1790).

Signed, sealed and delivered in the presence of use in full Council:

Pat. Murray, *Major Commanding at Detroit*,  
Richard Porter, *Capt. 60<sup>th</sup> Regt.*,  
John J. Buller, *Capt. 60<sup>th</sup> Regt.*,  
Charles Ingram, *Capt. 60<sup>th</sup> Regt.*,  
I. Hesselberh, *Lieut. 60<sup>th</sup> Regt.*,  
John Robertson, *Lieut. 60<sup>th</sup> Regt.*,  
David Meredith, *Lieut. R. R. Artillery*,  
E. Cartwright, *Lieut. 60<sup>th</sup> Regt.*,  
JB. Jordan, *Lieut. 60<sup>th</sup> Regt.*,  
Sam. Gibbs, *Ens. 60<sup>th</sup> Regt.*,

G. Westphal, *Adj. 60<sup>th</sup> Regt.*,  
Jas. Henderson, *Surgeon*,  
A. Grant,  
Alex. Harbrow, *Lt. Commg. Nl. Dept.*,  
P. Fricette, *Ptre. Miss.*,  
Adhemar St Martin,  
Gregor McGregor, *Major of Detroit Militia*,  
John Martin, *Ensg. Militia.*,  
Frans. Baby, *Ensg. Militia.*,  
William Robertson, *Ensg. Militia.*,  
T. Smith, *Lieut. Militia.*,  
Thomas Reynolds, *Asst. Comss. and Storekeeper*,  
Henry Hay, *Ensign*,  
WM. Harffy.

*Pottowatomies.*

Ski-neque, (totem) [L.S.]  
E-sha-ha, (totem) [L.S.]  
Met-te-g-chin, (totem) [L.S.]  
Pe-Nash, (totem) [L.S.]  
Shè-bense, (totem) [L.S.]  
Key-way-te-nan, (totem) [L.S.]

*Hurons.*

Sas-ta-rit-sie, (totem) [L.S.]  
Ta-hou-ne-ha-wie-tie, (totem) [L.S.]  
Ska-hou-mat, (totem) [L.S.]  
Man-do-ao, (totem) [L.S.]  
Te-ha-tow-rence, (totem) [L.S.]  
Son-din-ou, (totem) [L.S.]  
Dow-yen-tet, (totem) [L.S.]  
Ted-y-a-ta, (totem) [L.S.]  
Tren-you-maing, (totem) [L.S.]  
She-hou-wa-te-mon, (totem) [L.S.]  
Meng-da-hai, (totem) [L.S.]  
Tsough-ka-rats-y-wa, (totem) [L.S.]  
Rou-nia-hy-ra, (totem) [L.S.]

*Chippawas.*

Was-son, (totem) [L.S.]  
Ti-e-cami-go-se, (totem) [L.S.]  
Essebance, (totem) [L.S.]  
Ouit-a-nis-sa, (totem) [L.S.]

Cha-bou-quai, (totem) [L.S.]  
Wa-ban-di-gais, (totem) [L.S.]  
Mesh-qui-ga-boui, (totem) [L.S.]

*Ottawas.*

Egouch-e-ouay, (totem) [L.S.]  
Wa-wish-kuy, (totem) [L.S.]  
Ni-a-ne-go, (totem) [L.S.]  
Ki-wich-e-ouan, (totem) [L.S.]  
At-ta-wa-kie, (totem) [L.S.]  
O-na-gan, (totem) [L.S.]  
En-dah-in, (totem) [L.S.]  
Maug-gic-a-way, (totem) [L.S.]

Recorded by me this 22nd day of June, 1790, at L'Assomption, in the District of Hesse.  
Register No. B, pages 374, 375, 376, 377.

T. SMITH, C.C.P., D.H.

## **Between the Lakes Purchase and Collins Purchase, No. 3**

J. Graves Simcoe

This indenture made at Navy Hall in the County of Lincoln, in the Province of Upper Canada on the seventh day of December in the year of Our Lord one thousand and seven hundred and ninety-two, between Wabakanyne, Wabanip, Kautabus, Wabaninshop and Nattoton, on the one part, and Our Sovereign Lord George the Third, by Grace of God of Great Britain, France and Ireland, King of Defender of the Faith, &c., &c., on the other part.

Whereas, by a certain indenture bearing date the twenty-second day of May, in the year Our Lord one thousand seven hundred and eighty-four, and made between Wavakanyne, Nannibosure, Pokquawr, Nanaughkawestrawr, Peapamaw, Tabendau, Sawainchik, Peasanish, Wapamanischigun, Wapeanojhqua, Sachems and War Chiefs and Principal Women of the Messisague Indian Nation on the one part, and Our said Sovereign Lord George the Third, King of Great Britain, France and Ireland, &c., &c., the other part.

It was witnessed that the said Wabakanyne and the said Principal Chiefs and Women above named for and in consideration of the sum of eleven hundred and eighty pounds, seven shillings and fourpence of lawful money of Great Britain, to them the said Wabakanyne, Sachems, War Chiefs and Principle Women in hand well and truly paid did grant, bargain, sell, alien, release and confirm until His said Majesty, His Heirs and

Successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south westerly from the point opposite to Niagara fort, known by the name of Messisague Point, and running from thence along the said lake to the creek that flows from a small lake into the said Lake Ontario known by the name of Washquarter; from thence a north westerly course until it strikes the River La Tranche or New River; thence down the stream of the said river to the part or place where a due south course will lead to the mouth of Cat Fish Creek emptying into Lake Erie, and from the above mentioned part or place of the aforesaid River La Tranche following the south course to the mouth of the said Cat Fish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messisague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together with the woods, ways, paths, waters, watercourses, and appurtenances to the said tract or parcel of land belonging. To have and to hold unto Our said Sovereign Lord the King, His Heirs and Successors for ever, as in and by the said Indenture will more fully and at large appear.

And whereas at the time of executing the said Indenture the boundaries of the said parcel of land were on one side described by an imaginary line running from the small Lake Washquarter in a north-west course until it strikes the river, but from an actual survey it has been discovered that a line from the said Lake Washquarter carried on a north-westerly course will not strike that said River La Tranche.

And whereas it is necessary and expedient that the boundary lines of the said parcel of land should be more accurately laid down and described.

Now this indenture witnesseth, and the said Wabakyne, Wabanip, Kautabus, Wabaniship and Mottotow do hereby acknowledge and declare that the true and real description of the said tract or parcel of land so bargained, sold, aliened and transferred by and to the parties aforesaid is all that tract or parcel of land lying and being between the lake Ontario and Erie beginning at Lake Ontario four miles southwestly from the point opposite to Niagara fort known by the name of Messisague Point and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario, and from thence north forty-five degrees, west fifty-miles; thence south forty-five degrees, west twenty-miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course will lead part or place of the aforesaid River La Tranche following the south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the said nation of Messisague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together belonging. And therefore the said Wabakanyne, Wabanip, Kautabus, Wabaniship and Mattotow for and in consideration of the said sum so advanced as aforesaid and for the further consideration of five shillings of lawful money of Great Britain to them the said Wabakanyne, Wabanip, Kautabus and Mattotow in hand duly paid at and before the sealing and delivering of these presents and for the better ratifying and confirming of the heretofore recited Indenture have granted, bargained, sold, and confirm and by these presents do grant, bargain, sell and confirm

to His Britannick Majesty, His heirs and successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort, known by the name of Messissague Point, and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario; and from thence north forty-five degrees west twenty-miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place beginning as above mentioned, together with all the woods, ways, paths, waters, water courses and appurtenances thereunto belonging.

To have and to hold all and singular the said tract or parcel of land with its appurtenances until His Britannick Majesty, His heirs and successors forever.

And whereas at a conference held by John Collins and William R. Crawford, Esqrs., with the principal Chiefs of the Messissague Nation, Mr. John Russeau, Interpreter, it was unanimously agreed that the King should have a right to make roads thro' the Messissague Country that the navigation of the said rivers and lakes should be open and free for His vessels and those of His subjects, that the King's subjects should carry a free trade unmolested, in and thro' the country: Now this Indenture doth hereby ratify and confirm the said conference and agreement so had between the parties aforesaid, giving and granting His said Majesty a power and right to make roads thro' the said Messissague Country together with the navigation of the said rivers and lakes for His vessels and those of His subjects trading thereon free and unmolested.

In witness whereof the chiefs on the part of the Messissague Nation and His Excellency John Graves Simcoe, Esqr., Lieutenant Governor of the said Province, &c., &c., &c., on the part of His Britannick Majesty have hereunto set their hands and seals the day and year first above written in the presence of

John Butter, [L.S.]  
R. Hamilton, [L.S.]  
Robt. Kerr, [L.S.]  
Peter Russell, [L.S.]  
John McGill, [L.S.]  
Davie William Smith, [L.S.]

Wabakanyne, (totem) [L.S.]  
Wabanip, (totem) [L.S.]  
Kautabus, (totem) [L.S.]  
Wabaninship, (totem) [L.S.]  
Mattotow, (totem) [L.S.]  
J. Graves Simcoe, [L.S.]

## Brant Tract, No. 3 ¾

To all persons to whom these presents shall come, Greeting: Know ye, that we Wabakanyne, Tabandan, Wabanip, Wanipanant, Okemapenes, and Potakquan, Sachems and Chief Warriors and principal women of the Messissague nation of Indians in the Province of Upper Canada, for and in consideration of the sum of one hundred pounds good and lawful money of the said Province to us in hand well and truly paid before the ensealing and delivery hereof, on the part and behalf of His Britannick Majesty, have given, granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents, Do give, grant, bargain, alien, release, convey, and confirm unto His said Britannick Majesty, and to His heirs and Successors forever, a certain tract or parcel of Land, butted and bounded as follows, to wit, Beginning at the outlet (so called) between Burlington Bar and Lake Ontario, and thence extending down the said Lake on the North shore thereof about one mile or more to a Creek, falling into the said Lake, called by the said Messissague the former purchase line from the said outlet and carrying the full breadth between the said lines, full so far as to contain Three thousand four hundred and fifty acres.

To have and to hold the said granted and bargained premises, withal the privileges and appurtenances thereof to his said Britannick Majesty and to His successors, to His and their own proper use, benefit and behoof forever, we the aforesaid Sachems, Chief Warriors and Principal women, hereby engaging to warrant and defend the said granted premises against all claims and demands by, from or under us or any others of the Messissague Nation.

In Witness whereof we the said Sachems and Chiefs warriors and principal women of the said Mississague nation, have hereunto set our hands and seals this twenty-fourth day of October in the year of Our Lord one thousand seven hundred and ninety-five.

John Buller, *Adjutant.*

R.H. Sheaffe, *Lieut. 5<sup>th</sup> Regt.*

J.M. Masor, *Lieut. 5<sup>th</sup> Regt.*

W.M. Gainfort, *Ens. 15<sup>th</sup> Regt.*

W. Johnson Chew, *Indian Dept.*

A. Jones, *D.P.S.*

Wabakanyne, (totem) [L.S.]

Wabanip, (totem) [L.S.]

Wanapenant, (totem) [L.S.]

Tabandan, (totem) [L.S.]

Okamapenes, (totem) [L.S.]

Patopkquan, (totem) [L.S.]

## Treaty No. 8

To all to whom these presents may come, Greetings: Whereas we the Principal Chiefs, Warriors and People of the Mississague Nation of Indians being desirous for a certain consideration hereinafter mentioned of selling and disposing of a certain parcel or tract of Land, situate, lying and being at the head of Lake Ontario( as surveyed by Mr. Augustus Jones, Deputy Provincial Surveyor) unto His Britannic Majesty King George the Third, our Great Father. Now know ye, that we the said Principal Chiefs, Warriors and People of the Mississague Nation for an in consideration of the sum of seventy-five pounds two shillings and sixpence Quebec Currency value in goods estimated according to the Montreal price, now delivered to us, the receipt whereof we hereby acknowledge, Have given, granted, sold, disposed of and confirmed and by these presents do give, grant, sell, dispose o and confirm forever, unto William Clause, Esq., Superintendent of Indian Affairs, on behalf of his said Britannic Majesty King George the Third, his heirs and successors all that parcel of tract of land situate and lying as aforesaid. Beginning on the North Bank of Burlington Bay in the limit between the lands heretofore purchased from the Mississagues and the lands intended to be purchased from the Mississagues for Capt. Joseph Brant, that being the south-eastern angle of the Township of Flamborough east, then north forty-five degrees west along forty-five degrees east one hundred and twenty-chains more or less; then north forty-five degrees east to the mouth of a small creek (which empties itself into Lake Ontario) called by the Indians Lamabinicon; then westerly along the shore of Lake Ontario to where the Sandy Beach (otherwise called the north neck) joins to the mainland; then along to eastern shore of the said Beach to the outlet from the Little Lake or Burlington Bay as aforesaid; and then north forty-five degrees west to the place of beginning, containing three thousand four hundred and fifty acres may there be more or less. To have and to hold the said parcel of tract of land together with all the woods and waters thereon situate lying and being to the said William Claus, Esq., Superintendent of Indian Affairs, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors forever, free and clear of and from all claims,, rights, privileges or emoluments which we the said Chiefs, Warriors and people of the Mississague Nation might have before the execution of these presents and free and clear of any pretended claim which our children or descendants may hereafter make to the same. Hereby renouncing and forever absolving ourselves our children descendants and posterity of all titles to the said parcel of tract of land, the soil, woods and waters thereof in favour of the said William Claus, Esq., Superintendent of Indian Affairs, for and on behalf of His said Britannic Majesty, His heirs and successors forever.

In Witness Whereof we have for ourselves and the rest of our nation, hereunto set our respective marks and seals this twenty-first day of August in the thirty-seventh year of the reign of the King George the third. Having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation, and in the year of our Lord one thousand seven hundred and ninety-seven.

Present at the execution and delivery of this instrument and Witnesses thereto,

Robt. Nelles}

George Chisholm} *Commissioners on behalf of the Province of Upper Canada.*

Howard Douglas, *Lt. R.A.*  
John Bronhead, *Lieut. 24<sup>th</sup> Regt.*  
W. Johnson Chew, *Indn. Dept.*  
J.B. Rousseaux, *D.R.*

W. Claus, *Supt. I, A., on behalf of the Crown* [L.S.]

Wabanip, (totem) [L.S.]  
Quanibbenon, (totem) [L.S.]  
Potaquan, (totem) [L.S.]  
Okemabenasse, (totem) [L.S.]  
Wabanoseph, (totem) [L.S.]  
Tabandon, (totem) [L.S.]

## Penetanguishene Treaty No. 5

Upper Canada

To all whom these may come, – Greeting:

Whereas the Chiefs, Warriors and people of the Chippeway tribe or Nation of Indians, being desirous, for certain considerations hereinafter shown, of selling and disposing of a certain tract of land lying near the lake Huron or butting and bounding thereon called the Harbour of Penetangushene, to His Britannic Majesty King George the Third Our Great Father: Now know ye that We the Chiefs, Warriors and People of the Chippeway tribe or Nation for and in consideration of one hundred and one pounds, Quebec Currency to us paid or in value given, the receipt whereof we hereby acknowledge to have give, granted, sold, disposed of and confirmed, and by these presents do give, grant, sell, dispose of and confirm for ever unto His Britannic Majesty King George the Third, all that tract or space containing land and water, or parcel of ground covered with water, be the same land or water or both lying and being near or upon the Lake Huron, called Penetangushene, and butted and bounded as follow:– Beginning at the head or South-Westernmost angle of a bay situated above certain French ruins, now lying on the east side of a small strait leading from the said bay into a larger Bay called Gloucester or Sturgeon Bay; the head or South-Westernmost angle of the said bay being called by the Indians Opetiguoyawsing; thence North 70° West to a bay of Lake Huron, called by the Indians Nottoway Sague Bay; thence following the shores of Lake Huron, according to the different courses and winding of the said Nottoway Sague Bay– Penetangushene Harbour and Gloucester or Sturgeon Bay, sometimes called also Matchedash –to the place of beginning: containing all the land to the Northward of the said line running North 70° West and lying between it and the waters of Lake Huron, *together with the Islands* in the said Harbour of Penetangushene.

To have and to hold the said parcel or tract of land, together with all the Woods and Waters thereon lying and being unto His said Majesty King Georg the Third, His heirs and successors forever, free and clear of all claims, rights, privileges and emoluments,

which we, the said Chiefs, Warriors, &c., &c., and people of the aid Chippeway tribe or nation might have before the execution of thee presents: And free and clear of any pretended which our children, descendants or posterity may hereafter make to the same: Hereby renouncing and forever absolving ourselves and our children, descendants and posterity of all title to the oil woods, and waters of the above described parcel or tract of land in favour of His said Britannic Majesty, His heirs and successors forever.

In Witness Whereof, we have for ourselves and the rest of our tribe or nation hereunto set out marks, signatures and seals this Twenty-second day of May and in the thirty-eighth year of the reign of our Great Father King George of Third: at York, in the Province aforesaid, having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

In the presence:

Will. Willcocks, *Commissioner on behalf of the Province.*

Alex. Burns} *Commissioners on behalf of the Province.*

Sam. Smith, *Major.*

J.S. Rangers, *Lieut. 24<sup>th</sup> Regt.*

J. Givins, *Agent of Indians*

W. Johnson Chew, *Indian Department.*

Geo. Cown, *I.D..*

W. Claus, *Supt. I, A., on behalf of the Crown* [L.S.]

Chabondashea, (totem) [L.S.]

Aasance, (totem) [L.S.]

Wabenenguan, (totem) [L.S.]

Ningawson, (totem) [L.S.]

Omassanahsqtawah, (totem) [L.S.]

To this Instrument is also annexed a plan of the lands and Harbour purchased, and a Schedule of the goods given in purchase of the same.

Will. Willcocks, *Commissioner on behalf of the Province.*

Alex. Burns} *Commissioners on behalf of the Province.*

Sam. Smith, *Major.*

J.S. Rangers

J. Givins, *Agent of Indians*

W. Johnson Chew, *Indian Department.*

Geo. Cown, *I.D..*

D.V. Smith, *Acting Superintendent General.*

W. Claus, *Superintendent Indian Affairs, on behalf of the Crown* [L.S.]

Chabondashea, (totem) [L.S.]  
Aasance, (totem) [L.S.]  
Wabenenguan, (totem) [L.S.]  
Ningawson, (totem) [L.S.]  
Omassanahsqutawah, (totem) [L.S.]

## **London Township Treaty No. 6**

Upper Canada

To all whom these presents may come, – Greeting:

Whereas we the principal Chiefs, Warriors, and People of the Cheppewa Nation of Indians being desirous for a certain consideration hereinafter mentioned of selling and disposing of a certain parcel or tract of land situated and lying on the north side of the River Thames or River La Tranche and known in the Indian name by Escunnisepe unto His Britannic Majesty King George the Third our great Father.

Now know ye, that we the said principal Chiefs, Warriors and People of the Chippewa Nation for and in consideration of the sum of twelve hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have give, granted, sold, disposed of and confirmed, and by these presents do give, grant, sell, dispose of and confirm forever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs on behalf of His said Britannic Majesty King George the Third His heirs and successors, all that parcel or tract of land situated and lying on the north side of the River Thames as aforesaid, beginning at a certain station on the north bank of the said river about nineteen miles above the Deleware Village following the windings of the said river and about twelve miles distant from the said village in a direct northerly course, being about two miles above a lime stone rock and spring on the said river which station will be more perfectly found by a line run from the main or lower fork at London six miles on a course south, sixty-eight degrees thirty miles; thence north sixty-eight degrees thirty minutes east twelve miles' thence south twenty-one degrees thirty minutes east till it intersects a right line running from the upper forks of the said river at Oxford to the main or lower forks of the said river at London; thence along the said line to the said upper forks on a course north sixty-eight degrees thirty minutes east; thence down the said River Thames following the several winding and courses with the stream to the place of beginning. To have and to hold the said parcel or tract of land together with all the woods and waters thereon situate lying, and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty King George the Third His heirs and successors for ever free and clean of and from all claims, rights, privileges, or emoluments which we the said Chiefs, Warriors and People of the said Chippawa Nation might have before the execution of these presents, and free and clear of any pretended claim which our children or descendants may hereafter make the same, hereby renouncing and forever absolving ourselves, our children, descendents and posterity of all title to the said parcel or tract of

land, the soil, wood, and waters thereof, in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors for ever.

In Witness Whereof, we have for ourselves and the rest of our Nation hereunto set out respective marks and seals this seventh day of September, in the thirty sixth year of the reign of King George the Third, having first heard this instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation. And in the year of our Lord one thousand seven hundred and ninety six.

Present at the execution and delivery of this instrument, and witnesses thereto:

Richard Pollard, *Coms. on behalf of the Prov. Of Upper Canada.*

Thos, Smith

T. McKee, Supt. N.W.D.

A. Iredell, D.S.W.D.

John Martin.

G. Selby, A.S.I.A

Charleveau, }

Nicola Lasille, } *Interpreters.*

Jaque X Peltier, }

David Tait.

Indian Witnesses :

Shimindock, *Chief of the Ottawa.*

Negig, Chief *do* (totem).

Mitchewass, *do* (totem).

A. McKee D.S.G.D.I.G.I.A, *on behalf of His Majesty*, [L.S.]

Camcommenania, (totem) [L.S.]

Negig, (totem) [L.S.]

Wapenousa, (totem) [L.S.]

Kitchymughqua, (totem) [L.S.]

Nawacissynabe, (totem) [L.S.]

Ticomegasson, (totem) [L.S.]

Kiashke, (totem) [L.S.]

Annamakance, (totem) [L.S.]

Macounce, (totem) [L.S.]

Nangee, (totem) [L.S.]

## **Sombra Township Treaty No. 7**

Upper Canada

To all to whom these presents may come, – Greeting:

Whereas we the Principal Chiefs, Warriors and people of the Chippawa Nation of Indians being desirous for a certain consideration hereafter shewn of selling and disposing of a certain parcel or tract of land lying on and near to the river called Chenail Ecarté unto His Britannic Majesty King George the Third, our Great Father. Now know ye, that we the said Principal Chiefs, Warriors and people of the Chippawa Nation for and in consideration of the sum of eight hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have given, granted, sold, disposed of and confirmed and by these presents do give, grant, sell, dispose of and confirm for ever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and of their affairs, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors, all that parcel of tract of land lying on and near to the said River Chenail Ecarté, which river is known in the Indian names as follows (that is to say) from the River St. Clair to the first fork on the south side Pakeitchewanse and from the said fork on the north side Wapissejunkissycawpowa, beginning at the said first fork where the Ottawa Village now stands and where the east line of the lands purchased of us and other Indian Nations by the Crown in the year one thousand seven hundred and ninety commences and following the several winding of the said river up the stream to the River St. Clair; thence up the said River St. Clair following the several windings thereof to a hickory tree marked with a broad arrow, fifty links above a small run being twelve miles and a half on a direct north course from the said fork; thence east nine hundred and twenty three Gunter's chains; thence south until it intersects the east line of the said land purchased as aforesaid, in the year one thousand seven hundred and ninety; thence west following the said east line to the said fork, being the place of beginning.

To have and to hold the said parcel of tract of land, together with all the woods and waters thereon situate, lying and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, King George the Third, His heirs and successors forever, free and clear of and fro all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Chippawa Nation might have before the execution of these presents, and free and clear of any pretended claims which our children or descendants may hereafter make to the same, hereby renouncing and forever absolving ourselves, our children, descendants, and thereof, in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors forever. In witness whereof we have for ourselves and the rest of our Nation hereunto set our marks and seals this third and in the year of our Lord one thousand seven hundred and ninety-six, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Present at the execution and delivery of this instrument, and witnesses thereto:

Richd. Pollard,} *Coms. on behalf of the Prov. Of Upper Canada.*  
Thos, Smith,} *Coms. on behalf of the Prov. Of Upper Canada.*  
T. McKee, Supt. N.W.D.  
A. Iredell, D.S.W.D.  
John Martin,  
G. Selby, *A.S.I.A*  
Charleveaume,  
Nicola Lasille, his  
Jaque X Peltier, mark.} *Interpreters.*

Indian Witnesses :

Shemmendock, *Chief of the Ottawas* (totem).  
Negig, *Chief of the Ottawas* (totem).  
Mitchewas, *Chief of the Ottawas* (totem).

A. McKee D.S.G.D.I.G.I.A, *on behalf of His Majesty.*

Negig, (totem) [L.S.]  
Wapenousa, (totem) [L.S.]  
Kitchemughqua, (totem) [L.S.]  
Nawacissynabe, (totem) [L.S.]  
Ticomegasson, (totem) [L.S.]  
Kiashke, (totem) [L.S.]  
Wasson, (totem) [L.S.]  
Wittaness, (totem) [L.S.]  
Peyshiky, (totem) [L.S.]  
Annamakance, (totem) [L.S.]  
Macounce, (totem) [L.S.]  
Nangee, (totem) [L.S.]  
Camcommenanin, (totem) [L.S.]

## **St. Joseph's Island Treaty No. 11**

Upper Canada

To all to whom these presents may come, – Greeting:

Whereas we the Principal Chiefs, Warriors and people of the Chippewa Nation of Indians being desirous for a certain consideration hereafter shewn and selling and disposing of a certain Island known by the name of the Island of St. Joseph and also by the name of Cariboux Island and in the Chippewa language by the name of Payenanassin, situate, lying and being in the strait which joins the Lakes Superior and Huron and is by estimation one hundred and twenty miles in circumference, be the are more or less unto His Britannic Majesty King George the Third our Great Father.

Now know ye that the said Principal Chiefs, Warriors and people of the Chippewa Nation for and in consideration of the sum of twelve hundred pounds Quebec currency value in goods estimated according to the Montreal price now delivered to us, the receipt whereof we hereby acknowledge, have given, granted, sold, disposed of any confirmed and by these presents do give, grant, sell, dispose of and confirm forever unto Alexander McKee, Esquire, Deputy Superintendent General and Deputy of Inspector General of Indians and of their affairs for and on behalf of all His said Britannic Majesty King George the Third, His heirs and successors, all and every part of that Island known and called as aforesaid by the name of he Island of St. Joseph and also by the name of Cariboux Island, and in the Chippewa language by the name of Payentanassin, to have and to hold the said Island and every part and parcel thereof together with all the woods and waters thereon situate, lying and being unto the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty King George the Third, His heirs and successors for ever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Chippewa Nation might have before the execution of these presents. And free and clear of any pretended claims which our children or descendants may hereafter make to the same, hereby renouncing and for ever divesting ourselves, our children, descendants and posterity of all title to the said Island and the said woods and waters thereof in favour of the said Alexander McKee, Esquire, for and on behalf of his said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors for ever.

In witness wherof, we, being assembled at His said Majesty's garrison in and upon the said Island hereby give, granted, sold, disposed or and confirmed as aforesaid, have for ourselves and the rest of our Nation hereunto set out marks and seals this thirtieth day of June, in the year of our Lord one thousand seven hundred and ninety-eight, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Witnesses present at the execution of this instrument:

Richd. Pollard,}  
David Cowan,} *Commis'rs on behalf of the Province.*  
Peter Drummond, *Capt. 2<sup>nd</sup> Batt. R.C.V., Commanding*  
Wm. Fraser, *Lieut. 2<sup>nd</sup> Batt. R.C.V.*  
Wm. Dease, *Ensn. 2<sup>nd</sup> Batt. R.C.V.*  
George Landmann, *Lieut. Royal Engineers*  
Guillaume Lamothe, *Interpreter,*  
C. Lanzlader,  
Peter Selby, *Asst. Secretary,*

Indian Witnesses :

Okaw, (totem) *Chippawa Chief,*  
Wabakangewana, (totem) *Chippawa Chief of Lake Superior.*

A. McKee D.S.G.I.A, *on behalf of His Majesty.* [L.S.]

Meatoosawkee, (totem) [L.S.]

Keequatakamsigishkam, (totem) [L.S.]

Boanince, (totem) [L.S.]

Ogoesque-Waiaune, [L.S.]

Kaukonce, (totem) [L.S.]

Sasang, (totem) [L.S.]

Shawanapennisse, (totem) [L.S.]

## **Treaty No. 12**

Upper Canada

To all to whom these presents may come, – Greeting:

Whereas we, the principal Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot of Indians, being desirous for a certain consideration hereafter shown, of selling and disposing of a certain parcel or Tract of Land, situate, lying and being on the South East side of the Detroit River and known by the name of the Huron Church Reserve unto His Britannic Majesty King George the Third our Great Father: Now know ye that we the said principal Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations for and in consideration of Three Hundred pounds Quebec Currency, value in goods estimated according to the Montreal price, and now delivered to us, the receipt whereof we hereby acknowledge, Have given, granted, sold, disposed of and confirmed, and by these presents Do give, grant, sell, dispose of and confirm forever unto Captain Thomas McKee, Superintendent of Indian Affairs for and on behalf of His said Britannic Majesty King George the Third His Heirs and Successors, all that parcel or Tract of Land known and called as aforesaid by the name of the Huron Church Reserve, beginning at a stone Boundary between the lands of the said Captain Thomas McKee and the said Huron Church Reserve; from thence following the windings up the said River to a certain Creek, about one hundred and fifty-seven yards above a wind-mill belonging or lately belonging to Messieurs Baby; thence South seventy-three degrees east one hundred and thirty-four chains and two Links; and thence north seventy-four degrees West one hundred and sixty-one Chains and forty links till it intersects the said River Detroit, which intersection is the station or place of beginning, Containing by admeasurement One thousand and seventy-eight Acres be the same more or less, and is more particularly described by a sketch of the same hereunto annexed, and colored Red.

And whereas it appeared to us in Council that the ground about His said Majesty's Garrison of Amherstburgh was too small and confined, and that a Road was wanted in and through the Huron Reserve to connect the Communication between the Township of Sandwich and the said Garrison. We did on the tenth day of August in the year one thousand seven hundred and ninety-nine, offer as a gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, as follows, that is to say, an additional

space of five hundred yards, extending up the stream from a painted Tree, which was the former boundary; And also a space of sixty feet wide for a road of communication as aforesaid, to be laid out in such parts of the said Huron Reserve, as shall or may be thought most convenient by any person or persons acting under the authority of His Majesty's Government: And we having been informed by the said Capt. Thomas McKee that His Excellency the Commander in Chief has directed him to accept in the name of His Majesty, the said lands a Gift from us, Now know ye, That we, the principal Chiefs of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations of Indians in consideration of our good will and affection for our Great Father, His said Majesty, King George the Third, Have given, granted and confirmed, and by these presents Do give, grant and confirm, as a free and voluntary Gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, His Heirs and Successors for ever, the said space of Five Hundred yards extending up the stream from a Painted Tree, which was the former Boundary, Thence East the whole depth of said Huron Reserve, and from thence south until it intersects the East line of the said former boundary as is more particularly described by a sketch thereof also hereunto annexed marked H. R. red; And also the space of Sixty feet wide in through the said Huron Reserve for the purpose of a Road to be laid out in such parts of the same lying between the said Garrison of Amherstburg and the Township of Sandwich, as shall or may be thought most convenient by any person or persons acting under the authority of His said Majesty's Government, the whole of the two parcels of Tracts of Land last mentioned, containing Thirteen Hundred and Eighty acres or thereabouts, be the same more or less, To Have and to Hold all the said several parcels or Tracts of Land together with all the woods and waters thereon unto the said captain Thomas McKee for and on behalf of His said Britannic Majesty King George the Third, His Heirs and Successors for ever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations might have before the execution of these presents, And free and clear of any pretended claims which our children or Descendants may hereafter make to the same, hereby renouncing and forever divesting ourselves, our children, Descendants and Posterity of all Title to the said several parcels or Tracts of Land and the soil, woods and waters thereof, in favour of the said Captain Thomas McKee for and on behalf of His said Britannic Majesty His Heirs and Successors forever.

In witness whereof, we have for ourselves and the rest of our Nations respectively set our marks and seals this Eleventh Day of September, in the year of our Lord one thousand and Eight Hundred, having first heard this instrument interpreted openly in our several languages, and fully approved by ourselves and our respective nations.

Witnesses present at the execution of this instrument:

F. Baby, }  
Alex. Duff, } *Commissioners for the Province of Upper Canada.*  
H. McLean, *Capt. R.C.V. Commanding*  
Alex. McMillan, *Capt. R.C.V.*  
L. R. C. De Lery, *Capt. R.C.B*

Wm. Bachwell, *Lt. R. Engineers.*  
John Suth'd Sinclair, *Lt. R. Artillery.*  
J. I. Duchesnoy, *Lieut. R.C.V.*  
Rob't Woolsey, *Ensign R.C. Vols.,*  
Stephen McVay, *Ensign R.C.V.,*  
Geo. Ironside, *Lt. K. & Clk. I. Dept.,*  
Simon X Girty's, mark.  
T. Alexander Clarke,  
Charleveaume.  
John Martin.

T. McKee S.I.A., *for and on behalf of His Majesty* (totem) [L.S.]

Witanis, (totem) [L.S.]  
Gaiash, (totem) [L.S.]  
Pshikie, (totem) [L.S.]  
Nakatewaquit, (totem) [L.S.]  
Nangy, (totem) [L.S.]  
Ustaiechta, or Round Head (totem) [L.S.]  
Ruhumatt, or One Can'e (totem) [L.S.]  
Ureaupowannie, or Great Batt (totem) [L.S.]  
Sahenteskon, (totem) [L.S.]  
Désharemoi, (totem) [L.S.]  
Eshkibie, (totem) [L.S.]  
Nashan, (totem) [L.S.]  
Waginai, (totem) [L.S.]  
Kagé Kumego, or Otter (totem) [L.S.]  
Wishawas, (totem) [L.S.]  
Kievejiwen, (totem) [L.S.]  
Kageskaiva, (totem) [L.S.]  
Pisortim, or Turner (totem) [L.S.]  
Toquish, (totem) [L.S.]

## **Toronto Purchase, No. 13**

This indenture made at the River Credit on Lake Ontario on the first day of August, in the year of Our Lord one thousand eight hundred and five, between William Claus, Esquire, Deputy Superintendent General and Deputy Inspector General of Indians and their affairs, for and in behalf of our Sovereign Lord the one part and the Principal Chiefs, Warriors and people of Mississague Nation of Indians for and in the name of the said Nation of the other part.

Whereas, on the twenty-third day of September, in the year of Our Lord one thousand seven hundred and eighty-seven at the Carrying Place a the head of the Bay of Quinté it was agreed between the Honorable Sir John Johnson, Baronet, on the part of Our said Lord the King, and Wabukanyne, Neace, and Pakquan, Principal Chiefs and War

Chiefs of the said Mississague Nation, two of which said Chiefs, that is to say Wabukanyne and Neace are now dead, that they the last mentioned Principal Chiefs would for divers good and valuable considerations received by them for their right and title a certain tract or parcel of land hereinafter described to Our said Lord the King, His heirs and successors forever.

And whereas in pursuance of that agreement a certain Instrument hereunto annexed was made at the said Carrying Place, bearing date the day and year last aforesaid, signed and sealed by the said Wabukanyne, Neace, and Pakquan, for the purpose of conveying the said tract or parcel of land to Our said Lord the King, His heirs and successors as aforesaid, which said Instrument did not ascertain or describe the parcel or tract of land meant and intended to be conveyed thereby and was in other respects defective and imperfect.

Now this indenture witnesseth, that for carrying into execution the said agreement made on the said twenty-third day of September, one thousand seven hundred and eight-seven, and in consideration thereof and for the more effectually securing and conveying to Our said Lord the King the said tract or parcel of land so agreed to be conveyed to him as aforesaid, and for the consideration of ten shillings of good and lawful money in hand paid to them by the said William Claus, Esquire, for and on account of Our said Lord the King, the receipt whereof by the said Principal Chiefs, Warriors and people of the Mississague Nation as aforesaid is hereby acknowledged, have granted, bargained, aliened, released and confirmed unto Our Sovereign Lord the King, His heirs and successors, all that tract or parcel of land commencing on the east bank of the south outlet of the River Etobicoke; thence up same, following the several windings and turning of the said river to a maple tree blazed on four sides at the distance of three miles and three-quarters, in a straight line from the mouth of the said river; thence north twenty-two degrees west twenty-four miles and one-quarter; then north sixty-eight degrees east fourteen miles; then south twenty-two degrees east twenty-eight miles, more or less, to Lake Ontario; then westerly along the water's edge of Lake Ontario to the eastern bank of the south outlet of the River Etobicoke, being the place of beginning, containing Two hundred and fifty thousand, eight hundred and eight acres, together with all the woods and waters thereon, lying and being and all the advantages, emoluments and hereditaments whatsoever to the said tract or parcel of land belonging or in any ways appertaining and the issue and profits of all and singular the said premises and every part and parcel thereof with the appurtenances. And also all the estate, right, title, interest, property, claim and demand whatsoever of them the said Principal Chiefs, Warriors, and people of the Mississague Nation for themselves and for and in the name of their whole Nation in and to all and singular the said premises and every part and parcel thereof with the appurtenances, save and except the fishery in the said River Etobicoke, which they the said Chiefs, Warriors and people expressly reserve for the sole use of themselves and the Mississague Nation. To have and to hold all and singular the said tract or parcel of land, hereditaments and premises in and by these presents released and confirmed unto Our Sovereign Lord the King, His heirs and successors forever, and to and for no other use, intent or purpose whatsoever. And also that His Majesty, His heirs and successors as aforesaid shall and may at all times for

ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said tract or parcel of land with the appurtenances and every part and parcel thereof without trouble, hindrance, molestation, interruption or disturbance of them the said Principal Chiefs, Warriors and people of the Mississague Nation or any of them, their heirs or successors or any other person or persons lawfully claiming or to claim by, from or under them or any of them.

In witness whereof, we have hereunto affixed our marks and seals the say and year above written, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

Witnesses present at the execution of this instrument, and witnesses thereto:

J.W. Williams, *Capt. 49<sup>th</sup> Regt.*,  
JNO. Brackenbury, *ENS. 49<sup>th</sup> Regt.*,  
P. Selby, *Asst. Secy. I.A.*  
J.B. Rousseaux.

WM. Claus, *Depy. Supt. Genl., on behalf of the Crown.* [L.S.]

Chechalk, (totem) [L.S.]  
Quenepenon, (totem) [L.S.]  
Wabukanyne, (totem) [L.S.]  
Okemapenesse, (totem) [L.S.]  
Wabenose, (totem) [L.S.]  
Kebonecence, (totem) [L.S.]  
Osenego (totem) [L.S.]  
Acheton, (totem) [L.S.]

## **Head of the Lake Treaty No. 14**

Lieutenant Governor'S Office, York, 12<sup>th</sup> September, 1806

Sir — I am directed by His Excellency the Lieutenant Governor to transmit you herewith the deed of conveyance and release for the lands purchased from the Mississagua Indians for the use of His Majesty in the Home District, dated the 6<sup>th</sup> September, 1806, to which is annexed a plan of the same; also a lease of the above tract from the Indians for one year, dated the 5<sup>th</sup> September, 1806, the receipt of which will please to acknowledge.

I have the honor to be, Sir

Your most obedient servant,

Wm. Hatton, Secretary.  
John Small, Esq., &c., &c., &c.

This indenture, made the fifth day of September, in the Year of Our Lord one thousand eight hundred and six, between Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, Principal Chiefs, Warriors and people of the Missisague Nation of Indians of the one part and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, of the other part. Witnesseth: that the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego in consideration of five shillings apiece of lawful money of Great Britain to them in hand paid His said Majesty at or before the ensiling and delivery of those presents (the receipt whereof is hereby acknowledge) and for other good causes and considerations them the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, hereunto specially moving, have bargained, and sold, and by these presents do, and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate in the Home District of the Province of Upper Canada, containing by admeasurement eighty-five thousand acres, be the same more or less, together with all the woods and waters thereon lying and being, which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say:

Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year of Our Lord, one thousand seven hundred and eighty-seven; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees west produced from the outlet at Burlington Bay being the north-eastern boundary line of the Township of Flamborough East, and of the purchase in the year of Our Lord one thousand seven hundred and ninety two; then along the said line south forty-five degrees east two hundred and thirty-three chains and fifty-eight links, more or less, to the lands granted to Captain Joseph Brant; then north forty-five degrees east one hundred and twenty-seven chains, to the northerly angle of said lands; then south-forty five degrees east two hundred and ninety-three chains, more or less, to Lake Ontario; then north-easterly along the water's edge of said lake to the eastern bank of the River Etobicoke, the place of beginning; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and of every part and parcel thereof, to have and to hold the said parcel or tract of land and all and singular other the premises hereinbefore mentioned, or intended to be bargained and sold, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended. Yielding and paying therefore unto the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego the yearly rent of one peppercorn at the expiration of the said term if the same shall be lawfully demanded.

To the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession His said Majesty may be in the actual possession of the premises, and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and every part and parcel thereof to him His said Majesty, His heirs and successors, to the uses into possession His said Majesty may be in the actual possession of the premises, and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and every part and parcel thereof to him His said Majesty, His heirs and successors, to the uses to be declared by another Indenture, intended to bear date the next day after the day of the date hereof.

In witness wherof, the parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:

D. Cameron,}  
Donald MacLean,} *Com's. on behalf of the Prov.*  
Geo. R. Ferguson,} *Capt. Canadian Regt.*,  
WM. L. Crowther, *Lieut. 41<sup>st</sup> Regt.*,  
James Davidson, *Hospital Staff*,  
H.M. Smith.  
P. Selby, *Asst. Secy. I.A.*,  
J. B. Rousseau,  
David Price, *Interpreter*.

WM. Claus, *D.S.G., on behalf of the Crown.* [L.S.]

Chechalk, (totem) [L.S.]  
Quenepenon, (totem) [L.S.]  
Wabukanyne, (totem) [L.S.]  
Okemapenesse, (totem) [L.S.]  
Wabenose, (totem) [L.S.]  
Kebonecence, (totem) [L.S.]  
Osenego, (totem) [L.S.]  
Acheton, (totem) [L.S.]  
Pataquan, (totem) [L.S.]  
Wabakagego, (totem) [L.S.]

This indenture, made the sixth day of September, in the year of Our Lord one thousand eight hundred ad six, between Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, the Principal Chiefs, Warriors and people of the Mississague Nation of Indians of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, witnesseth: that for and in consideration of the sum of one thousand pounds of lawful money of Upper

Canada to the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, in hand well and truly paid by His said Majesty at or before the ensealing and delivery of these presents, the receipt whereof they the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors forever by these presents.

They the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His said Majesty (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, in consideration of five shillings apiece, by Indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of then same Indenture of bargain and sale an by force of the statue made for transferring uses into possession) and to his Heirs and successors – all that parcel or tract of land situate in the Home District of the Province of Upper Canada, containing by admeasurement eighty-five thousand acres, be the sae more or less, together withal the woods and waters, thereon lying and being under the reservation hereinafter expressed; which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year of Our Lord one thousand seven hundred and eighty-seven; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees west produced from the outlet at Burlington Bay, being the north-eastern boundary line of the Township of Flamborough East, and o the purchase in the year of Our Lord one thousand seven hundred and ninety-two; then along the said line south forty-five degrees east two hundred and twenty-seven chains to the northerly angle of said lands; then south forty-five degrees east two hundred and ninety-three chains more, or less, to the lands granted to Captain Joseph Brant; then north forty-five degrees east one hundred and twenty-seven chains to the northerly angle of said lands; then south forty-five degrees east two hundred and ninety-three chains more or less to Lake Ontario; then north-easterly along the water's edge of said lake to the eastern bank of the River Etobicoke, the place of beginning. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and also all the estate, right, title inheritance, use, trust, possession, property, claim and demand whatsoever of them the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego, and every of them in, to, or out of the same premises and every or any part thereof – except and always reserved out of this presents grant unto the said Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose,

Kenonecence, Osenego, Acheton, Patequan and Wabakagego and the people of the Missisagua Nation of Indians, and their posterity for ever – the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the River Credit and the River Etobicoke, together with the lands on each side of the said creeks and the River Credit as delineated and laid down on the annexed plan, the said right of fishery and reserves extending from the Lake Ontario up the said creeks and River Credit the distance hereinafter mentioned and described and no further.

And the right of fishery in the River Etobicoke from the mouth of the said river to the allowance for road between the first and second concessions south side of Dundas street, and no further.

The reserve on the River Credit commencing on Lake Ontario at a white oak squared post, piled with stones, and standing at the distance of one mile north-easterly from the centre of the said river at the first bend thereof; then north sixty-nine degrees west one hundred and ninety-six chains; then south sixty-four degrees west one hundred and fifty-five chains; then north forty-five degrees west one hundred and seventy-seven chains, more or less, to the rear boundary of the purchase line; then along said purchase line, and crossing the said river south thirty-eight degrees west two miles, or one hundred and sixty-chains, to the western boundary line of said Reserve; then south forty-five degrees east two hundred and seventy chains; then north sixty-four degrees east one hundred and ninety-one chains; then south sixty-nine degrees east sixty-three chains, more or less, to Lake Ontario at another white oak squared post standing on the bank of said lake at the distance of two miles south-westerly from the place of beginning; then along the water's edge of Lake Ontario north easterly to the place of beginning. The reservation on the Sixteen Mile Creek, commencing on the shore or Lake Ontario at an oak post squared and marked "M.I.R. N. 45° W." – at the distance of forty chains north easterly from the centre of said creek; then north forty-five degrees east one hundred and eighteen chains, more or less, to the allowance for road between the second and third concession south of Dundas street; then south thirty-eight degrees west and crossing the said creek one mile to the western boundary line of said reservation: then south forty-five degrees east one hundred and twenty-four chains more or less to Lake Ontario, at a large black ash tree (two trunks issuing from one root) marked "M.I.R., N. 45° W.;" then north-easterly along the water's edge to the place of beginning. And also all the waters and low grounds lying between the high banks on both sides of said creek extending from the southern boundary of the allowance for road between the aforesaid second and third concessions to the southern boundary of the allowance for road between the first and second concessions south of Dundas street – and no further. And the reservation on the Twelve Mile Creek – commencing on the shore of the Lake Ontario at a post squared and marked "M.I.R., N. 45° W.;" at the distance of forty chains north-easterly from the centre of said creek; then north sixty-six degrees west one hundred and seven chains' then north thirty-six degrees west fifty-seven chains more or less to the southern boundary of the allowance for road between the second and third concessions south of Dundas street; then south thirty-eight degrees west one mile, crossing said creek to the western boundary line of said reservation; then south thirty-six degrees east fifty-seven chain then south sixty-six

degrees east one hundred and seventeen chains, more or less to Lake Ontario; then north-easterly along the water's edge to the place of beginning. And also the waters and low grounds lying between the high banks on each side of the said creek, extending from the southern boundary of the allowance for road between the second and third concessions before mentioned to the southern boundary of the allowance for road between the first and second concessions south of Dundas street, and no further: To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

In witness whereof, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:

D. Cameron,}

Donald MacLean,} *Commissioners on behalf of the Province*

H.M. Smith.

Geo. R. Ferguson,} *Capt. Canadian Regiment,*

P. Selby, *Asst. Secy. I.A.,*

J. B. Rousseau,

WM. L. Crowther, *Lieut. 41<sup>st</sup> Regt., James Davidson, Hospital Staff,*

David Price, *Interpreter.*

WM. Claus, *D.S.G., on behalf of the Crown.* [L.S.]

Chechalk, (totem) [L.S.]

Quenepenon, (totem) [L.S.]

Wabukanyne, (totem) [L.S.]

Okemapenesse, (totem) [L.S.]

Wabenose, (totem) [L.S.]

Kebonecence, (totem) [L.S.]

Osenego, (totem) [L.S.]

Acheton, (totem) [L.S.]

Pataquan, (totem) [L.S.]

Wabakagego, (totem) [L.S.]

## Lake Simcoe Treaty No. 16

This indenture, made the seventeenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoonini, Aisance and Misquuckkey, the Principal Chiefs of the Chippawaw Nation of Indians, on behalf of themselves and their Nation of the one part, and his Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King Defender of the Faith, of the other part, Witnesseth: that the said Kinaybicoonini, Aisance and Misquuckkey, in

consideration of five shillings apiece of lawful money of Upper Canada to them in hand paid by His Majesty at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations them the said Kinaybicoini, Aisance and Misquuckkey hereunto specially moving have bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing on the north shore of Kempenfelt Bay on Lake Simcoe where a stone boundary is to be fixed at the distance of twenty chains on a course north eighty-one degrees west or thereabouts, from the base of a point called Sand Point projecting itself about five chains and a half into the said bay; then from the said stone boundary north forty degrees west thirty-six miles and a quarter, more or less, to Lake Huron; then along the shore of the said lake and following the several turnings and windings of the same around sundry points of land and bays to the bottom of a bay called Nottawaysague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a half, more or less, to a small bay called Opetequoyawsing, and being that south-easterly angle of the said Penetangushine purchase; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay; from thence following the shore of said bay and also the shore of Matchedas Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake, being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty five; thence south along the western limits of the said purchase eleven miles, more or less, till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinafter mentioned; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake distant about three miles westerly and then south-westerly along the north-western shore of Lake Simcoe and Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, contained about two hundred and fifty thousand acres of land, be the same more or less. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and of every part and parcel thereof, to have and to hold the said parcel or tract of land and all and singular other premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof, with their and every of their appurtenances unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended, yielding and paying therefor unto the said Kinaybicoini, Aisance and Misquuckkey the yearly rent of one Pepper Corn at the expiration of the said term if the same shall be lawfully demanded. To the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession His said Majesty may be in the actual possession of the premises and be thereby enabled to take and accept a grant and

release of the freehold reversion and inheritance of the same premises and of every part and parcel thereof to Him His said Majesty, His heirs and successors, the uses to be declared by another indenture intended to bear date the next day after the day of the date hereof.

In witness wherof, the said parties first above named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of us:

Elisha Belman,}  
Henry Procter,} *Commissioners on behalf of the Province.*  
W.M. Cochrane,} *Capt. Com. Lt. Infty.,*  
Alex Ferguson, *Lieut. Ind. Dept.,*  
William Gruet, *Interpreter.*

J. Givins, *S.I.A., on behalf of the Crown.* [L.S.]

Kinaybicoinini, (totem) [L.S.]  
Aisaince, (totem) [L.S.]  
Misquuckkey, (totem) [L.S.]

This indenture, made the eighteenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoinini, Aisaince and Misquuckkey, the Principal Chiefs of the Chippawaw Nation of Indians, on behalf of themselves and their Nation of the one part, and his Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of four thousand pounds lawful money of Upper Canada to the said Kinaybicoinini, Aisaince and Misquuckkey, in hand well and truly paid by His said Majesty at or before the sealing and delivery of these presents, the receipt whereof they, the said Kinaybicoinini, Aisaince and Misquuckkey do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents, they the said Kinaybicoinini, Aisaince and Misquuckkey have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His said Majesty (in His actual possession now being by virtue of a bargain and sale to him thereof made by the said Kinaybicoinini, Aisaince and Misquuckkey in consideration of five shillings apiece, by Indenture bearing date the day next before the day of date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession), and to His heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty-thousand acres of land, be the same or less, which said two hundred and fifty thousand acres of land are butted

and bounced or may be otherwise known as follows, that is to say: Commencing on the north shore of Kempenfelt Bay on Lake Simcoe where a stone boundary is to be fixed at the distance of twenty chains on a course north eighty-one degrees west or thereabouts, from the base of a point called Sand Point projecting itself about five chains and a-half into the said bay; then from the said stone boundary north forty degrees west thirty-six miles and a-quarter, more or less, to Lake Huron; then along the shore of the said lake and following the several turnings and windings of the same around sundry points of land and bays to the bottom of a bay called Nottawaysague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a-half, more or less, to a small bay called O-pe-te-quoy-aw-sing, and being that south-easterly angle of the said Penetangushine purchase; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay; from thence following the shore of said bay and also the shore of Matchedas Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake, being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty five; thence south along the western limits of the said purchase eleven miles, more or less, till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinafter mentioned; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake distant about three miles westerly and then south-westerly along the north-western shore of Lake Simcoe and of Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, contained about two hundred and fifty thousand acres of land, be the same more or less. To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the uses of His said Majesty, His heirs and successors for ever.

In witness whereof the said parties first above named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of us:

Elisha Belman,}  
Henry Procter,} *Commissioners on behalf of the Province.*  
W.M. Cochrane,} *Capt. Com. Lt. Infty.,*  
Alex Ferguson, *Lieut. Ind. Dept.,*  
William Gruet, *Interpreter.*

J. Givins, *S.I.A., on behalf of the Crown.* [L.S.]

Kinaybicoinini, (totem) [L.S.]  
Aisaince, (totem) [L.S.]  
Misquuckkey, (totem) [L.S.]

## Lake Simcoe-Nottawasaga Treaty No. 18

Articles of provisional agreement entered into on Saturday, the seventeenth day of October, 1818, between the Honourable William Claus, Deputy Superintendent General of Indian Affairs in behalf of His Majesty, of the one party, and Musquakie, or Yellow Head, Chief of Rein Deer Tribe, Kaqueticum, Chief of the Cat Fish Tribe, Maskigonce of the Otter Tribe, Manitonobe of the Pike Tribe, Principal men of the Chippewa Nation of Indians, inhabiting the northern parts of the unpurchased lands within the Home District, of the other part, Witnesseth: that for and in consideration of the yearly sum of twelve hundred pounds, Province currency, in goods at the Montreal price to be well and truly paid yearly and every year by His said Majesty to the said Chippewa Nation, inhabiting and claiming the said tract, which may be otherwise known as follows: Bounded by the District of London on the west, by Lake Huron on the north, by the Penetangueshine purchase (made in 1815) on the east, by the south shore of Kempenfelt Bay, the western shore of Lake Simcoe and Cook's Bay and the Holland River to the north-west angle of the Township of King, containing by computation one million five hundred and ninety-two thousand acres, and the said Musquakie, Kaqueticum, Maskigonce and Manitonobie, as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely fully, and voluntarily surrender and convey that same to His Majesty without reservation or limitation in perpetuity.

And the said William Claus, in behalf of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly and every year for ever, the said sum of twelve hundred pounds currency in goods at the Montreal price, which sum the said Chiefs and Principal People parties hereunto acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

In witness whereof, the parties have here hereunto set their hands and seals on the day first above mentioned in the Township of King.

Signed, sealed and delivered in the presence of us:

J. Givins, *Supt. Indian Affairs.*  
Alex. McDonell, *Asst. Sec'y Indian Affairs.*  
John Claus.

W. Claus, *Dep. Supt. Gen., on behalf of the Crown,* [L.S.]

Musquakie, or Yellow Head, (totem) [L.S.]  
Kaqueticum, or Snake, (totem) [L.S.]  
Muskigonce, Swamp, (totem) [L.S.]

Manitobobe, or Male Devil, (totem) [L.S.]  
Manitobobe, or Devil's Bird, (totem) [L.S.]

True Copy, W. Claus, *Dep. Supt. Gen. Indian Affairs.*

## **Ajetance Treaty No. 19**

Articles of provisional agreement entered into on Wednesday, the twenty eighth day of October, 1818, between the Honorable William Claus, Deputy Superintendent General of Indian Affairs on behalf of His Majesty, of the one part, and Adjutant, Chief of the Eagle Tribe, Weggishigomin of the Eagle Tribe, Kawwahkitahqubi of the Otter Tribe, Cabibonike of the Otter Tribe, and Pagitaniquatoibe of the Otter Tribe, Principal Men of the Mississague Nation of Indians inhabiting the River Credit, Twelve and Sixteen Mile Creeks, on the north shore of Lake Ontario, within the home District, of the other part, Witnesseth: that for and in consideration of the yearly sum of five hundred and twenty-two pounds ten shillings Province currency in goods at the Montreal price to be well and truly paid yearly and every year by His said Majesty to the said Mississague Nation inhabiting and claiming the said tract, which may be otherwise known as follows: "A tract of land in the Home District, called the Mississague tract," bounded southerly by the purchase made in 1806; on the east by the Townships of Etobicoke, Vaughan and King; on the south-west by the Indian purchase, extending from the outlet at Burlington Bay, north forty-five degrees west fifty-miles, and from thence north seventy-four degrees east or thereabout to the north-west angle of the Township of King, containing by computation six hundred and forty-eight thousand acres; and the said Adjutant, Weggishigomin, Cabibonikem, Pagitaniquatoibe and Kawahkitahquebi, as well for themselves as for he Mississague Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said William Claus, on behalf of His Majesty does hereby, promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly and every year for ever the said sum of five hundred and twenty two pounds then shillings currency in goods at the Montreal price, which sum the said Principal Chiefs and people, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

In witness wherof, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Toronto.

Signed, sealed and delivered in the presence of }

J. Givins, *Supt. Indian Affairs,*  
WM. Hands, Jr., *Clerk Indian Dept.,*  
WM. Gruet, *Intr. Indian Dept.*

W. Claus, *D.S.G., on behalf of the Crown,* [L.S.]

Adjutant, (totem) [L.S.]  
Weggishgomin, (totem) [L.S.]  
Cabibonike, (totem) [L.S.]  
Pagitaniquatoibe, (totem) [L.S.]  
Kawahkitahaquibe, (totem) [L.S.]

## **Rice Lake Treaty No. 20**

Articles of provisional agreement entered into on Thursday, the fifth day of November, 1818, between the Honorable William Claus, Deputy Superintendent General of Indian Affairs on behalf of His Majesty, of the one part, and Buckquaquet, Chief of the Eagle Tribe; Pishikinse, Chief of the Rein Deer Tribe; Pahtosh, Chief of the Crane Tribe; Cahgogewin of the Snake Tribe; Cahgahkishinse, Chief of the Pike Tribe; Cahgagewin, of the Snake Tribe; and Pininse, of the White Oak Tribe, Principal Men of the Chippewa Nation of Indians inhabiting the back parts of the New Castle District, of the other part, Witness: that for and in consideration of the yearly sum of the seven hundred and forty pounds Province currency in goods at the Montreal price to be well and truly paid yearly, and every year, by His said Majesty to the said Chippewa Nation inhabiting and claiming the said tract which may be otherwise known as follows: A tract of land situate between the western boundary line of the Home District, and extending northerly to a bay at the northern entrance of Lake Simcoe, in the Home District, commencing in the western division line of the Midland District at the north-west angle of the Township of Rawdon; then north sixteen degrees west thirty-three miles, or until it strikes the line forty-five; then along said line to a bay at the northern entrance of Lake Simcoe; then southerly along the water's edge to the entrance of Talbot River; then up Talbot River to the eastern boundary line of the Home District; then along said boundary line south sixteen degrees east to the townships of Darlington, Clark, Hope and Hamilton to the Rice Lake; then along the southern shore of the said lake and of the River Trent to the western division line of the Midland District; then north sixteen degrees west to the place of beginning, containing about one million nine hundred and fifty-one thousand acres. And the Buckquaquet, Pishikinse, Pahtosh, Cahgahkishinse, Cahgagewin and Pininse, as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said William Claus, in behalf of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly, and every year, forever, the said sum of seven hundred and forty pounds currency in goods at the Montreal price, which sum the said Chiefs and Principal People, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

In witness wherof, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Hope, Smith's Creek.

Signed, sealed and delivered in the presence of }

J. Givins, *S.I.A.*  
WM. Hands, *Sen., Clerk Ind. Dept.*,  
WM. Gruet, *Interpreter, Ind. Dept.*

W. Claus, *Depy. Supt. Gen. I. A., on behalf of the Crown*, [L.S.]

Buckquaquet, (totem) [L.S.]  
Pishikinse, (totem) [L.S.]  
Pahtosh, (totem) [L.S.]  
Cahgahkishinse, (totem) [L.S.]  
Cahagagewin, (totem) [L.S.]  
Pahtosh, (totem) [L.S.]

## Long Woods Treaty No. 25

This indenture, made the eight day of July, in the year of Our Lord one thousand eight hundred and twenty-two, between Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, the chiefs and principal men of the Chippewa Nation of Indians, inhabiting and claiming the tract of land hereinafter mentioned and described, of the first part, His majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the second part, and the Honorable William Claus, of the Town of Niagara, in the District of Niagara, Deputy Superintendent George of Indians Affairs in the Province of Upper Canada, of the third part.

Whereas by a certain provisional agreement entered into the ninth day of May, in May, in the year of Our Lord one thousand eight hundred and twenty, between George Ironside, Superintendent of Indian Affairs on behalf of His late Majesty King George the Third of blessed memory, of the one part, and the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, of the other part, it was agreed that in consideration of an annuity of two pounds and ten shillings of lawful money of upper Canada to be paid in merchandise at the Montreal price, to each man, woman, and child of the said Chippewa Nation of Indians, then inhabiting the claiming the said tract of land, and who shall be living at the respective times appointed for the delivery of the said merchandise, during their respective lives, and to their posterity for ever, provided the number of annuitants should not at any time exceed two hundred and forty, being the number of persons then composing the said Nation, claiming and inhabiting the said tract of land, they the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, should surrender to His said late Majesty and His successors, without limitation, or reservation, all that parcel of tract of land lying on the northerly side of the River Thames, in the London and Western District of the Province aforesaid, containing about five hundred and eighty thousand acres, and hereinafter more particularly described.

Now this indenture witnesseth, that pursuance of the said agreement, and as well in consideration for the said annuity of two pounds and ten shillings to be paid in merchandise at the Montreal prices to each of the men, women and children of the said Chippewa Nation of Indians who at the date of the said agreement were inhabiting and claiming the said tract of land hereinafter described and intended to be hereby surrendered to His said Majesty and to their posterity as aforesaid, as of the sum of ten shillings of lawful money of the Province aforesaid, in hand well and truly paid to the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung at or before the sealing and delivery of these presents, the receipt whereof, they the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, do hereby acknowledge, and thereof and therefrom, and of and from the same and every part thereof, do acquit, release and forever discharge His said Majesty, His heirs and successors by these presents. They the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, have and each of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do, and each of them doth grant, bargain, sell, release, surrender and forever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being on the northerly side of River Thames, in the London and Western Districts of the said Province, containing by admeasurement five hundred and eighty thousand acres, more or less, and designated by a yellow border on the plan delineated on the margin of these presents, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the northerly side of the River Thames at the south-west angle of the Township of London; thence along the western boundary line of the Township of London on a course north twenty-one degrees thirty minutes west twelve miles to the north-east angle of the said township; then along the eastern boundary line of the said township twelve miles and a-half, more or less, to the northern boundary line of the Township of Chatham; then east sixteen miles, more or less, to the River Thames; thence following the water's edge of the said River Thames against the stream to the place of beginning. Together with all the woods and waters thereon lying and being and all and singular the rights, privileges, easements, benefits and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, trust, use, claim and demand whatsoever of them the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, and of the said Chippewa Nation of Indians, inhabiting and claiming the said tract of land as aforesaid, to have and to hold the said parcel or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, members and appurtenances unto His said majesty, His heirs and successors for ever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of Our said Lord the King, His heirs and successors, doth hereby for himself and His Successors in the said office covenant, promise and agree to and with the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsi, Pemekunawassigai, Quekijick,

Pawbetang, Wawiattin, Pemuseh, Sagetch, and Canotung, and their posterity, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Chippewa Nation who, at the time of entering into the said agreements, inhabited and claimed the said tract of land, and their posterity for ever, an annuity of two pounds and ten shillings lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of person entitled to receive the same shall in no case exceed two hundred and forty persons – that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

In witness whereof the said parties first above named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of us, }

Thomas Vilet, *Capt. and Bt. Major, 76<sup>th</sup> Regt., Commanding,*  
Charles Eliot, *Lieut. 70<sup>th</sup> Regt,*  
William Hands, *Senior, Clk. Indian Dept.*  
Geo. F. Rapp., *I. I. Dept.*

Tummago, (totem) [L.S.]  
Metwichewin, (totem) [L.S.]  
Sagawsouai, (totem) [L.S.]  
Maquamiss, (totem) [L.S.]  
Tecumagawsi, (totem) [L.S.]  
Pemekunawassigai, (totem) [L.S.]  
Quekijick, (totem) [L.S.]  
Pawbetang, (totem) [L.S.]  
Wawiattin, (totem) [L.S.]  
Pemuseh, (totem) [L.S.]  
Sagetch, (totem) [L.S.]  
Canotung, (totem) [L.S.]

## **Rideau Purchase, No. 27¼**

This indenture, made the twenty-eighth day of November, in the year of Our Lord one thousand eight hundred and twenty-two, between Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek, the Chiefs and Principal Men of the Missisague Nation of Indians inhabiting and claiming the tract of land hereinafter mentioned, of the first part, His most Gracious Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the second part, and the Honorable William Claus, of the Town of Niagara, in the District of Niagara, Deputy Superintendent General of Indian Affairs in the Province of

Upper Canada, of the Third part: Whereas by a certain provisional agreement entered into the thirty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between John Ferguson, of the Town of Kingston, in the Country of Frontenac, in the Midland District of the Province of Upper Canada aforesaid, acting on behalf of His late Majesty King George the Third, of Blessed Memory, of the one part, and the said Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek, the Chiefs and Principal Men of the Missisague Nation of other part, it was agreed that in consideration of an annuity of two pounds and ten shillings of lawful money of the Province aforesaid, payable in goods at the Montreal price, to be well and truly paid by His said late Majesty, His heirs and successors, to each man, woman and child of the said Missisagua Nation and to their posterity forever, provided the number of annuitants and any time should not exceed two hundred and fifty-seven, being the number of persons then composing the said Nation claiming and inhabiting the said tract of land, the said Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek, the Chiefs and Principal Men of the Missisague Nation aforesaid, as well for themselves as for the said Missisagua Nation of Indians inhabiting and claiming the said tract of land, did freely and voluntarily agree to surrender and convey a certain tract of land hereinafter more particularly mentioned and described, containing about two million seven hundred and forty-eight thousand acres, more or less, unto His said Majesty, His heirs and successors.

Now in this indenture, Witnesseth, that in pursuance of the said agreement, and as well in consideration of the said annuity of two pounds and ten shillings, payable in merchandise at the Montreal price, during the life of each annuitant, to each man, woman or child of the said Missisagua Nation of Indians, who at the time of entering into the said agreement claimed and were inhabiting the tract of land hereinafter described and intended to be hereby surrendered to His said Majesty, and to their posterity for ever as aforesaid, as of the sum of five shillings of lawful money of the Province aforesaid to each of them to said Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek, in hand well and truly paid by His Majesty, at or before the sealing and delivery of these presents the receipt whereof the said Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek do hereby acknowledge; they the said Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasekb have and each of them hath granted, bargained, sold, released, surrendered, and for ever yielded up and by these presents do and each of them doth grant, bargain, sell, release, surrender and for ever yield up, and by these presents do and each of them doth, grant, bargain, sell, release,

surrender and for ever yield up unto His said Majesty, His heirs and successors, all that parcel of tract of land situate, lying and being in the Midland and Johnstown Districts of the Province aforesaid, containing by admeasurement two million seven hundred and forty-eight thousand acres, be the same more or less, which said parcel or tract of land is butted and bounded, may be otherwise known as follows, that is to say: Commencing at the north-west angle of the Township of Rawdon; then along the division line between produced north sixteen degrees west from the north-east angle of the Township of Bedford; then north sixteen degrees west to the Ottawa or Grand River; then down the said river to the north-west angle of the Township of Nepean; then south sixteen degrees east fifteen miles, more or less, to the north-east angle of the Township of Marlborough; then south fifty-four degrees west to the north-west angle of the Township of Crosby; then south seventy-four degrees west sixty-one miles, more or less, to the place of beginning; together with all woods and waters thereon, and all singular the rights, privileges, easements, benefits and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereto belonging, or in any wise appertaining; and all the estate, right, title, trust, interest, use, claim, and demand whatsoever, both at law and in equity, of the said Missisagua Nation of Indians inhabiting and claiming the said parcel or tract of land. To have and to hold the said parcel or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, member and appurtenances, unto His said Majesty King George the Fourth, His heirs and successors, to the only proper use, benefit and behoof of His said Majesty, His heirs and successors forever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of our said Lord the King, His heirs and successors, doth hereby for himself and his successors in the said office covenant, promise and agree to and with the said Nawacamigo, Antenewayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Niboirinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan, and Wabasek, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Missisagua Nation of Indians who at the time of entering into the said agreement inhabited and claimed the said tract of land, and to their descendants and posterity forever, an annuity of two pounds and ten shillings of lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of persons entitled to receive the same shall in no case exceed two hundred and fifty-seven persons, that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written. The Indians not knowing how to write, have made their marks against their respective seals.

Signed, sealed and delivered in the presence of }

J.P. Hawkins, *Major 68<sup>th</sup> Regt. And Lt. Col.*,  
WM. Smyth, *Lieut. 68<sup>th</sup> Regt.*,  
John Ferguson, *I. I. D.*

Nawacamigo, (totem) [L.S.]  
Antenewayway, (totem) [L.S.]  
Kabratsiwaybiyebe, (totem) [L.S.]  
Wabakeek, (totem) [L.S.]  
Shewitagan, (totem) [L.S.]  
Pejehejeck, (totem) [L.S.]  
Papewan, (totem) [L.S.]  
Wabekenense, (totem) [L.S.]  
Naganasaway, (totem) [L.S.]  
Shebeshee, (totem) [L.S.]  
Niaquakan, (totem) [L.S.]  
Wabanzick, (totem) [L.S.]

## **Huron Tract, No. 29**

This indenture, made the tenth day of July, in the year of Our Lord one thousand eight hundred and twenty-seven, between Wawanosh, Osawip, Shashawinibisie, Puninince, Negig, Cheebican, Mukatwokijigo, Mshikinaibik, Animikince, Peetawtick, Shawanipinisse, Saganash, Anottowin, Penessiwagum, Shaioukima, Chekateyan, Mokeetchiwan and Quaikeegon, Chiefs and Principal Men of that part of the Chippewa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, of the one part, and Our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas, His Majesty being desirous of appropriating to the purposes of cultivation and settlement a tract of land hereinafter particularly described, lying within the limits of the Western District and District of London, in the Province of Upper Canada, and heretofore possessed and inhabited by a part of the Chippewa Nation of Indians, it was proposed to the Chiefs and Principal Men of the said Indians at a Council assembled for that purpose at Amherstburg, in the said Western District, on the twenty-sixth day of April, in the year of Our Lord one thousand eight hundred and twenty-five, that they should surrender the said tract of land and the possession and the right of possession heretofore enjoyed by them in the same to His Majesty, His heirs and successors, for such recompense to be made by His Majesty to the said Nation of Indians as should at the said Council be agreed upon.

And whereas it was, at the said Council, concluded upon and agreed between James Givins, Esquire, Superintendent of Indian Affairs, acting in behalf of His said Majesty in the premises, and the Chiefs and Principal Men of the said Nation of Indians assembled at the said Council, that the parcel or tract of land hereinafter particularly described should, for the consideration herein set forth, be surrendered and for ever yielded up

by the said Nation of Indians to His Majesty, His heirs and successors, and a provisional agreement was for that purpose made and executed by the said James Givins, Esquire, and the Chiefs and Principal Men of the said Nation of Indians, bearing date the said twenty-sixth day of April, in the year aforesaid.

And whereas, the tract of land intended and greed to be surrendered as aforesaid has been since accurately surveyed, so that the same, as well as certain small reservations expressed to be made by the said Indians from and out of the said tract for the use of themselves and their posterity, can now be certainly define. Now this Indenture witnesseth that Wawanosh, Osawip, Shashawinibisie, Puninince, Negig, Cheebican, Mukatwokijigo, Mshikinaibik, Animikince, Peetawtick, Shawanipinisse, Saganash, Anottowin, Penessiwagum, Shaioukima, Chekateyan, Mokeetchiwan and Quaikeegon, Chiefs and Principal Men of that part of the Chippewa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, for and in consideration of the annual sum or payment of one thousand and one hundred pounds of lawful money of the Province of Upper Canada, to be paid by His Majesty, His heirs and successors to the said Indians and their posterity in each and every year in the manner hereinafter mentioned, have, and each of then hath granted, bargained, sold, surrendered, released and yielded up, and by these presents do, and each of them doth for themselves and on behalf of the said Nation of Indian whom they represent grant, bargain, sell, surrender, release and yield up unto our Sovereign Lord the now King, His heirs and successors, 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 land, 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 eh 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 then 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 turning and windings of the said lake along the water's edge to the river St. Clair; 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-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; then north along the said purchase line twenty-four miles more or less, until it intersect 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, 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 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 tot eh east "Reserve," to the west "12th October, 1826," and to the north "M. Burwell, 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 the same course eight chains, to the rear of the reserve at its south-west angle, where stands a large elm trees squared 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 squared, 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 squared 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, sought 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 squared, 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 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 herein after more particularly described, and which is situated on the River St. Clair below the rapids, that is to say: Beginning at the south-west angle of the at the water's edge of the River St. Clair at the distance of fifty-eight links (on a course north eighty-nine degrees thirty-three minutes west), from where a large red elm post has been planted in the side of the bank,

squared and marked to the north "Reserve" to the east "1826" and a broad arrow standing fifty-eight links from the water's edge; then south eighty-nine degrees thirty-three minutes east eighty chains, one mile post marked; thence on the same course eighty chains two miles and post marked; then on the same eighty chains, three miles post; thence on the same course eighty chains, four miles post marked; thence on the same course eighty chains, five miles post; thence on the same course two chains fifty links to the south-east angle of the reserve, at which is planted a large white oak post, squared and marked "Reserve" on the north and west, and "1826" on the south and east; thence north twenty-seven minutes east eighty chains, one mile post marked; thence on the same course eighty chains, two miles and post marked; then on the same eighty chains, three miles post; thence on the same course eighty chains, four miles, where a large black ash corner post has been planted, squared and marked on the south and west "Reserve" on the north and east, and "1826", with witnesses marked all round; thence north eighty-nine degrees thirty-three minutes west eighty chains, one mile post marked; thence on the same course eighty chains, two miles and post marked; thence on the same course fifty-six chains ninety links to a large white oak post, squared and marked on the east and south "Reserve," on the north "1826," with a broad arrow, and on the west "M. Burwell, Depy, Surveyor, 30th October, 1826;" thence on the same course fifty-five links to the River St. Clair; thence southerly along the shore of the said river, with the stream, to the place of beginning – containing ten thousand two hundred and eighty acres.

And also all that other certain part or parcel of the said tract which is hereinafter more particularly described, and which is situate on the River St. Clair, adjoining the northern boundary of the Township of Sombra, that is to say: Beginning at the edge of the River St. Clair and at the north-west angle of the Township of Sombra; then north eighty-eight degrees eighteen minutes east eighty chains, one mile post marked; then on the same course eighty chains, two miles post marked; thence on the same course eighty chains, to a post marked three miles post ; thence north one degree forty-two minutes east eighty chains, one mile, to the north-east corner of the reserve, at which a large white oak post has been planted, squared and marked with witnesses marked around it; then south eighty-eight degrees eighteen minutes west eighty chains, post marked one miles; thence on the same course eighty chains to a post marked two miles; thence on the same course eighty chains to a post marked three miles; thence on the same course to a post marked four miles; thence on the same course nine chains forty links to a large white oak post, squared and marked, and witnesses marked all around it, for the north-west corner of the reserve; then on the same course sixty links, descending to the River St. Clair; then southerly along the shore of the said river with the stream to the place of beginning – containing two thousand five hundred and seventy-five acres, which said four reserved tracts, hereinbefore described, contain together seventeen thousand nine hundred and fifty one acres, leaving of the tract of land first herein described two million one hundred and eighty-two thousand and forty-nine acres, be the same more or less, hereby surrendered and yielded up to Our Sovereign Lord the King, His heirs and successors, together with all and every of the woods and underwoods, ways, waters, watercourses, improvements, profits, commodities, hereditaments and appurtenances on the said tract of land (saving and excepting the reserved tracts

aforesaid) lying and being or thereto belonging, or in anywise appertaining, and also all the estate, right, title, interests, trust, property, possession, claim and demand whatsoever of them, the said Chiefs and Principal Men and of the people of the said Chippewa Nation of Indians and their heirs and posterity forever, of, in, to or out of the said two million and two hundred thousand acres of land (saving and excepting the several reserved tracts aforesaid) with their and every of their appurtenances, to have and to hold all and singular the said two million and two hundred thousand acres of land, with their and every of their rights, privileges, advantages and appurtenances (saving and excepting the several reserved tracts aforesaid) unto Our said Sovereign Lord the now King, His heirs and successors forever. And George Ironside, Esquire, Superintendent of Indian Affairs within the Province of Upper Canada, doth hereby, for and on behalf of Our said Lord the King, His heirs and successors, promise declare and agree that there shall be paid yearly and every year in perpetuity to the said Indians of the Chippewa Nation now inhabiting the said tract, and to their posterity, the sum of one thousand and one hundred pounds of lawful money of Upper Canada in goods at the prices usually paid for the time being or such goods in the city of Montreal, in the Province of Lower Canada; provided always, and it is expressly understood and agreed by the said Chiefs and Principal Men of the said Indians, that the annuity, that the annuity aforesaid shall be paid in manner following, that is to say: In the delivery or distribution of the said goods each individual composing that part of the Chippewa Nation which has heretofore inhabited and claimed the said tract hereby surrendered and each individual of their posterity shall be entitled to an equal share; and that if it shall happen hereafter that by death or removal the number of such individuals which it is declared and agreed by the said Chiefs or Principal Men of the said Indians does at the time of the execution of this surrender amount to four hundred and forty, shall fall below half of their said present number, then the said annuity shall be thenceforth reduced one-half, and continue so reduced until and unless it shall happen that the residue shall in like manner be thereafter reduced be one-half, when the said annuity shall be thenceforth reduced in the same proportion, and that the same principal shall continue to prevail ; provided however that there shall be no reduction of the said annuity by reason of any decrease of numbers, so long as the said Indians or their posterity equal in number one-half of the number entitled to claim by the last preceding numeration, and that the said annuity shall in every case be distributed among the said Indians in the manner hereinbefore mentioned, which said annuity to be paid as aforesaid, the said Chiefs and Principal Men do hereby acknowledge to be the full consideration to be received by the said Indians for the said parcel or tract of land hereby fully, freely and voluntarily surrendered to His Majesty. And it is further by these presents declared that the diagram or map to this deed annexed shall be considered as exhibiting the tract or parcel of land intended to be hereby surrendered, with the several tracts hereinbefore described as reserved from the same to the use of the said Indians and their posterity.

In witness whereof, the above named Chiefs and Principal Men of the said Indians, and the said George Ironside, on behalf of His said Majesty, have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of:

Jos. de la Hay, *Capt. 70<sup>th</sup> Regt., Comdg.*,  
WM. Taylor, *Lieut. 70<sup>th</sup> Regt.*,  
H.D.C. Douglas, *Lt. R. N.*  
M.P. Bailey, *D. A.*

Geo. Ironside, *S. I. A.* [L.S.]  
Wawanosh, (totem) [L.S.]  
Osawip, (totem) [L.S.]  
Shashawinibisie, (totem) [L.S.]  
Pukinince, (totem) [L.S.]  
Negig, (totem) [L.S.]  
Cheebican, (totem) [L.S.]  
Mukatuokijigo, (totem) [L.S.]  
Mshinikaibik, (totem) [L.S.]  
Animikince, (totem) [L.S.]  
Peetawtick, (totem) [L.S.]  
Shawanipinissie, (totem) [L.S.]  
Saganash, (totem) [L.S.]  
Annotowin, (totem) [L.S.]  
Pinessiwagum, (totem) [L.S.]  
Shaiowkima, (totem) [L.S.]  
Chekateyan, (totem) [L.S.]  
Mokeetchewan, (totem) [L.S.]  
Quaikeegon, (totem) [L.S.]

Amherstburg, 10<sup>th</sup> July, 1827.

On behalf of that portion of the Chippewa Indians who have surrendered the lands within described, we acknowledge to have received on this day the annuity payable for the year.

Witness:

Jos. de la Hay, *Capt. 70<sup>th</sup> Regt., Comdg.*

Wawanosh, (totem) [L.S.]  
Osawip, (totem) [L.S.]  
Shashawinibisie, (totem) [L.S.]  
Pukinince, (totem) [L.S.]  
Negig, (totem) [L.S.]  
Cheebican, (totem) [L.S.]  
Mukatuokijigo, (totem) [L.S.]  
Mshinikaibik, (totem) [L.S.]  
Animikince, (totem) [L.S.]

Peetawtick, (totem) [L.S.]  
Shawanipinissie, (totem) [L.S.]  
Saganash, (totem) [L.S.]  
Annotowin, (totem) [L.S.]  
Pinessiwagum, (totem) [L.S.]  
Shaiowkima, (totem) [L.S.]  
Chekateyan, (totem) [L.S.]  
Mokeetchewan, (totem) [L.S.]  
Quaikeegon, (totem) [L.S.]

## **Manitoulin Island Treaty (1836) No. 45**

My children:

Seventy snow seasons have now passes away since we met in Council at the crooked place (Niagara), at which time and place your Great Father, the King, and the Indians of North America tied their hands together by the wampum of friendship.

Since that period of various circumstances have occurred to separate from your Great Father many of his red children, and as an unavoidable increase of white population, as well as the progress of cultivation, have had the natural effect of impoverishing your hunting grounds it has become necessary that new arrangements should be entered into for the purpose of protecting you from the encroachment of the whites.

In all parts of the word farmers seek for uncultivated land as eagerly as you, my red children, hunt in your forest for game. If you would cultivate your land it would then be considered your own property, in the same way as your dogs are considered among yourselves to belong to those who have reared them; but uncultivated land is like wild animals, and your Great Father, who has hitherto protected you, has now great difficulty in securing it for you from the whites, who are hunting to cultivate it.

Under these circumstances, I have been obliged to consider what is best to be done for the red children of the forest, and I now tell you my thoughts.

It appears that these islands on which we are now assembled in Council are, as well as all those on the north shore of Lake Huron, alike claimed by the English, the Ottawas, and the Chippewas.

I consider that from the facilities and form their being surrounded by innumerable fishing island, they might be made a most desirable place of residence for many Indians who wish to be civilized, as well as to be totally separated from the whites; and I now tell you that your Great Father will withdraw his claim to these islands and allow them to be applied for that purpose.

Are you, therefore, the Ottawas and Chippewas, willing to relinquish your respective claims to these islands and make them the property (under your Great Father's control)

of all Indians whom he shall allow to reside on them; if so, affix your marks to this my proposal.

Mantiwaning, 9<sup>th</sup> August, 1836.

F.B. Head,  
J.B. Assekinack,  
Mokomunish, (totem)  
Tawackkuck,  
Kimewen, (totem)  
Kitchemokomon, (totem)  
Pesciatawick, (totem)  
Paimausegai, (totem)  
Nainawmuttebe, (totem)  
Mosuneko, (totem)  
Kewuckance, (totem)  
Shawenauseway, (totem)  
Espaniole, (totem)  
Snake, (totem)  
Pautunseway, (totem)  
Paimauqumestcam, (totem)  
Wagemauquin, (totem)

## **Saugeen Treaty (1836) No. 45 ½**

To the Sauking:

My children,

You have heard the proposal I have just made to the Chippewas and Ottawas, by which it has been agreed between them and your Great Father that these islands (Manatoulin), on which we are now assembled, should be made, in Council, the property (under your Great Father's control) of all Indians whom he shall allow to reside on them.

I now propose to you that you should surrender to your Great Father the Sauking Territory you at present occupy, and that you should repair either to this island or to that part of your territory which lies on the north of Owen Sound, upon which proper houses shall be built for you, and proper assistance given to enable you to become civilized and to cultivate land, which your Great Father engages for ever to protect for you from the encroachments of the whites.

Are you there, the Saukin Indians, willing to accede to this arrangement; if so, affix your marks to this my proposal.

Manitowaning, 9<sup>th</sup> August, 1836.

Witness:

T. G. Anderson, *S.I.A.*

Joseph Stinson, *Genl. Supt. of Wesleyan Missions*

Adam Elliot,

James Evans,

F. L. Ingall, *Lieut. 15<sup>th</sup> Regt., Commandg. Detacht.,*

Talfourd W. Field, *Dist. Agent.*

F.B. Head,

Metiewabe, (totem)

Alexander (totem) Kaquta

Bunevairear,

Kowgisawis, (totem)

Mettawansh, (totem)

## **Saugeen Peninsula Treaty (1854) No. 72**

### Surrender of the Saugeen Peninsula

We, the Chiefs, Sachems and Principal Men of the Indian Tribes resident at Saugeen, Owen Sound, confiding in the wisdom and protecting care our Great Mother across the Big Lake, and believing that our Good Father, His Excellency the Earl of Elgin and Kincardine, Governor General of Canada, is anxiously desirous to promote those interests which will most largely conduce to the welfare of His red children, have now, being in full Council assembled, in presence of then Superintendent General of Indians Affairs, and of the young men of both tribes, agreed that it will be highly desirable for us to make a full and complete surrender unto the Crown of that Peninsula known as the Saugeen and Owen Sound Indian Reserve, subject to certain restrictions and reservations to be hereinafter set forth. We have therefore set our marks to this document, after having heard the same read to us, and do hereby surrender the whole of the above named tract of country, bounded on the south by a straight line drawn for the Indian village of Saugeen to the Indian village of Nawash, in continuation of the northern limits of the narrow strip recently surrendered by us to the Crown; and bounded on the north-east and west by Georgian Bay and Lake Huron, with the following reservations, to wit: 1st. For the benefit of the Saugeen Indians we reserve all that block of land bounded on the west by a straight line running due north from the River Saugeen, at the spot where it is entered by a ravine immediately to the west of the village, and over which a bridge has recently been constructed, to the shore of Lake Huron; on the south by the aforesaid northern limit of the lately surrendered strip; on the east by a line drawn from a spot upon the coast at a distance of about (9 ½) nine miles and a half from the western boundary aforesaid, and running parallel thereto until it touches the aforementioned northern limits of the recently surrendered strip; and we wish it to be clearly understood that we wish the Peninsula at the mouth of the Saugeen River to the west of the western boundary aforesaid to be laid out in understood that our

surrender includes that parcel of land which is in continuation of the strip recently surrendered to the Saugeen River.

We do also reserve to ourselves that tract of land called Chief's Point, bounded on the east by a line drawn from a spot half a mile up the Sable River, and continued in a northerly direction to the bay, and upon all other sides by the lake.

2nd. We reserve for the benefit of the Owen Sound Indians all the tract bounded on the south by the northern limit of the continuation of the strip recently surrendered; on the north-west by a line drawn from the north easterly angle of the aforesaid strip (as it was surrendered in 1851, in a north easterly direction); on the south-east by the sound extending to the southern limit of the Caughnawaga Settlement; on the north by a line two miles in length and forming the said southern limit. And we also reserve to ourselves all that tract of land called Cape Crocker, bounded on three sides by Georgian Bay, on the south-west by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, and we include in the aforesaid surrender the parcel of land contained in the continuation to Owen's Sound of the recently surrendered strip aforesaid.

3rd. We do reserve for the benefit of the Colpoy's Bay Indians, in the presence and with the concurrence of John Beattie, who represents the tribe at this Council, a block of land containing 6,000 acres, and including their village, and bounded on the north by Colpoy's Bay.

All which reserves we hereby retain to ourselves and our children in perpetuity, and it is agreed that the interest of the principal sum arising out of the sale of our lands be regularly paid to them so long as there are Indians left to represent our tribe without diminution at half yearly periods.

And we hereby request the sanction of our Great Father the Governor General to this surrender, which we consider highly conducive to our general interests.

Done in Council, at Saugeen, this thirteenth day of October, 1854. It is understood that no islands are included in this surrender.

Signed and sealed:

L. Oliphant, *Supt. Genl. Indian Affairs.*

Peter Jacobs, *Missionary.*

Witnesses:

Jas. Ross, *M.P.P.,*

C Rankin, *P.L.S.,*

A McNabb, *Crown Land Agent.*

John (totem) Kaduhgekwun, [L.S.]  
Alex. (totem) Madwayosh, [L.S.]  
John (totem) Manedswab, [L.S.]  
Jno. Thos. (totem) Wahbuhdick, [L.S.]  
Peter (totem) Jones, [L.S.]  
David Sawyer, [L.S.]  
John H. Beaty, [L.S.]  
Thomas (totem) Pabahmosh, [L.S.]  
John (totem) Madwashemind, [L.S.]  
John (totem) Johnston, [L.S.]  
John Aunjegahbowh, [L.S.]  
James Newash, [L.S.]  
Thomas (totem) Wahbuhdick, [L.S.]  
Charles Keeshick, [L.S.]

## **Manitoulin Island Treaty (1862) No. 94**

Articles of Agreement and convention made and concluded at Manitowaning, of the Great Manitoulin Island in the Province of Canada, the sixth day of October, Anno Domini, 1862, between the Hon. William McDougall, Superintendent General of Indian Affairs, and William Spragge, Esq. Deputy Superintendent of Indian Affairs, on the part of the Crown and Government of said Province, of the first part, and Mai-She-quong-gai, Okemah-be-ness, J. B. Assiginock, Benjamin Assiginock, Nai-benese-me, She-netah-guw, George Ah-be-tos-o-mai, Paim-o-quo-naish-gung, Abence, Tai-bose-gai, A-tonish-cosh, Nai-wau-dai-ge-zhik, Wau-kau-o-say, Keesh-kewanbik, Chiefs and Principal Men of Ottawa, Chippewa and other Indians occupying the said Island, on behalf of the said Indians, of the second part.

Whereas, the Indian title to said island was surrendered to the Crown on the ninth August, Anno Domini, 1836, under and by virtue of a treaty made between Sir Francis Bond Head, then Governor of Upper Canada, and the Chiefs and Principal Men of the Ottawas and Chippewas then occupying and claiming title thereto, in order that the same might "be made the property (under their Great Father's control) of all Indians whom he should allow to reside thereon."

And whereas, it has been deemed expedient (with a view to the improvement of the condition of the Indians as well as the settlement and improvement of the country) to assign to the Indians now upon the island certain specified portions thereof to be held by patent from the Crown and to sell the other portions thereof fit for cultivation to settler, and to invest the proceeds thereof, after deducting the expenses of survey and management, for the benefit of the Indians.

And whereas a majority of chiefs of certain bands residing on that portion of the island easterly of Heywood Sound and the Manitoulin Gulf, have expressed their unwillingness to accede to this proposal as respects that portion of the island, but have assented to the same as respects all other portions thereof, and whereas the Chiefs and Principal

Men of the bands residing on the island westerly of the said sound and gulf, have agreed to accede to the said proposal.

Now this agreement witnesseth that in consideration of the sum of seven hundred dollars now in hand paid (which sum is to be hereafter deducted from the proceeds of lands sold to settlers) the receipt whereof is hereby acknowledged, and in further consideration of such sums as may be realized from time to time as interest upon the purchase money of the lands to be sold for their benefit as aforesaid, the parties hereto of the second part, have, and hereby do release, surrender and give up to Her Majesty the Queen, all the right, title, interest and claim of the parties of the second part, and of the Ottawa, Chippewa and other Indians in whose behalf they act, of, in and to the Great Manitoulin Island, and also, of, in and to the island adjacent which have been deemed or claimed to be appurtenant or belonging thereto, to have and to hold the same, and every part thereof, to Her Majesty, Her heirs and successors forever. And it is hereby agreed by and between the parties hereto as follows:—

- Firstly. A survey of the said Manitoulin Island shall be made as soon as conveniently may be by or under the authority of the Department of Crown Lands.
- Secondly. The Crown will, as soon as conveniently may be, grant by deed for the benefit of each Indian being the head of a family and residing on the said island, one hundred acres of land; to each single person over twenty-one years of age, residing as aforesaid, fifty acres of land; to each family of orphan children under twenty-one years of age containing two or more persons, one hundred acres of land and to each single orphan child under twenty-one years of age, fifty acres of land to be selected and located under the following rules and conditions:—

Each Indian entitled to land under this agreement may make his own selection of any land on the Great Manitoulin Island, provided:—

- 1stly. That the lots selected shall be contiguous or adjacent to each other, so that Indian settlements on the island maybe as compact as possible.
- 2ndly. That if two or more Indians claim the same lot of land, the matter shall be referred to the resident Superintendent, who shall examine the case and decide between them.
- 3rdly. That selections for orphan children may be made by their friends subject to the approval of the resident Superintendent.
- 4thly. Should any lot of lots, selected as aforesaid, be contiguous to any bay or harbour, or any stream of water upon which a mill site shall be found, and should the Government be of opinion that such lot of lots ought to be reserved for the use of the public, or for village or park lots, or such mill site be sold with a view to the erection of a mill thereon, and shall signify such its opinion through its proper agent, then the Indian who has selected, or who wished to select such lot, shall make another selection, but if he has made any improvements thereon he shall be allowed a fair compensation therefor.

- 5thly. The selections shall all be made within one year after the completion of the survey, and for that purpose plans for the survey shall be deposited with the resident Superintendent as soon as they are approved by the Department of Crown Lands, and shall be open to the inspection of all Indians entitled to make selections as aforesaid.
- Thirdly. The interest which may accrue from the investment of the proceeds of sales of land as aforesaid, shall be payable annually, and shall be apportioned among the Indians now residing westerly of the said sound and gulf and their descendents per capita, but every Chief lawfully appointed shall be entitled to two portions.
- Fourthly. So soon as one hundred thousand acres of the said land is sold, such portion of the salary of the resident Superintendent and of the expenses of his office, as the Government may deem equitable, shall become a charge upon the said fund.
- Fifthly. The deeds or patents for the land to be selected as aforesaid shall contain such conditions for the protection of the grantees as the Governor in Council may under the law deem requisite.
- Sixthly. All the rights and privileges in respect to the taking of fish in the lakes, bays, creeks, and waters, within and adjacent to the said island, which may be lawfully exercised and enjoyed by the white settlers there on, may be exercised and enjoyed by the Indians.
- Seventhly. That portion of the island easterly of Heywood Sound and Manitoulin Gulf, and the Indians now residing there are excepted from the operation of this agreement as respects survey, sale of lots, granting deeds to Indians and payments in respect of moneys derived from sales in other parts of the island, but the said Indians will remain under the protection of the Government as formerly, and the said easterly part of division of the island will remain open for the occupation of any Indians entitled to reside upon the island as formerly, subject in case of dispute, to the approval of the Government.
- Eighthly. Whenever a majority of the Chiefs and Principal Men, at a council of the Indians residing easterly of the said sound and gulf, to be called and held for the purpose, shall declare their willingness to accede to the present agreement in all respects, and the Government shall signify its approval, then that portion of the island shall be surveyed and dealt with in like manner as other portions thereof, and the Indians there shall be entitled to the same privileges in every respect, from and after the date of such approval by the Government, as those residing in other parts of the island.
- Ninthly. This agreement shall be obligatory and binding on the contracting parties as soon as the same shall be approved by the Government in Council.

In Witness Whereof, the said Superintendent General of Indian Affairs, and the Deputy Superintendent, and the undersigned Chiefs and Principal Men of the Ottawa, Chippewa and other Indians, have hereto set their hands and seals at Manitowaning, the sixth day of October, in the year first above written.

Executed in the presence of (having been first read, translated and explained.)

Geo. Ironside, *S. I. Affrs.*

S. Phillips Day,  
Wm. Gilbard,  
David S. Layton,  
Jos. Wilson,  
John McDougall,  
F. Assikinack,  
Peter Jacobs, *Ch. of England Mission'y*,  
McGregor Ironside,

The undersigned is one of the Chiefs of the Weguaimekong Band and appends his signature in testimony of his general approval and his assent as an individual to all the terms of the above agreement

WM. McDougall, [L.S.]  
WM. Spragge, [L.S.]  
J. B. Assiginack, [L.S.]  
Maisheguong-gai, (totem) [L.S.]  
Okemeh-beness, (totem) [L.S.]  
Benjamin Assiginack, [L.S.]  
Wai-Be-Nessieme, (totem) [L.S.]  
She-We-Tagun, (totem) [L.S.]  
George Wabetoosown, (totem) [L.S.]  
Paim-O-Quo-Naish-King, [L.S.]  
Abence, (totem) [L.S.]  
Tai-Bos-Egai, (totem) [L.S.]  
A-Towish-Cosh, (totem) [L.S.]  
Naiwotai-Key-His, (totem) [L.S.]  
Wet-Cow-Sai, (totem) [L.S.]  
Kush-Ke-Wah-Bie, (totem) [L.S.]  
Bai-Bom-Sai, (totem) [L.S.]  
Keg-Hik-God-Oness, (totem) [L.S.]  
Pah-Tah-Do-Ginshing, (totem) [L.S.]  
Teh-Kuh-Meh, (totem) [L.S.]  
Paim-Sah-Dung, [L.S.]