



# LONDON-AREA TREATIES

## An Introductory Guide

Prepared by S. D'Arcy (Department of Philosophy, Huron University College)  
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PART ONE:

Treaty-Making ~ Background and Context

# Treaty-Making: Background and Context

The Eastern Great Lakes is a multi-national region, with the presence of two nation states (Canada and the USA) and several Indigenous nations.

In the London area alone, besides the municipal, provincial and federal Canadian governments that operate here, there are three sovereign and self-governing Indigenous nations: the Deshkan Ziiibiing Anishinaabeg (or Chippewas of the Thames First Nation), the Minisink-Lunaape (or Munsee-Delaware Nation), and the Onyota'a:ke (Oneida Nation of the Thames, a member of the Haudenosaunee Confederacy).

All of these nations have their own distinct legal systems, mother tongues, cultural practices, and political institutions. In part the interactions between the different nations that coexist in the region are regulated by treaties, as well as by other rights and responsibilities that they have in relation to one another or in relation to the land and waterways in the region. In Part One of this Introductory Guide to treaties in the London area, some of the basic historical context for understanding treaty relationships that regulate nation-to-nation relations in the area are reviewed.

To begin with, it may be useful to recall some historical background about the precolonial Indigenous presence in the area.

## The Attawandaron Era

Archaeologists have found artifacts confirming Indigenous residency in this region of Ontario stretching at least as far back as 13,000 years ago (Fox 1991), in Munson and Jamieson 2013, p. 138). Indeed, most of what we know about the many thousands of years of Indigenous presence in the region is due to archaeological research.<sup>1</sup>

For our purposes here, however, it is enough to look back to the first period of contact between the Indigenous nations in the area and the newly arriving European colonial traders, soldiers, missionaries, and eventually settlers, in the early modern era.

In and around the land that comprises the present-day city of London, Ontario, the remains of a number of palisaded Naadowe longhouse villages have been discovered and excavated. The oldest of these is from the 13<sup>th</sup> century CE (namely, the “Praying Mantis Site” on Boler Mountain in the Byron neighbourhood of West London). But most of the discovered village sites are more recent, notably a large 16<sup>th</sup> century palisaded longhouse village (population approximately 2,000) located about 2km west of Huron University College, where the Snake Creek flows into the Medway River (today, this is a few blocks south of the intersection of Fanshawe Park Rd and Wonderland Rd). Somewhat earlier, in the 15<sup>th</sup> century, there was a village (population approximately 1,000) located along the riverside at Greenway Park, about

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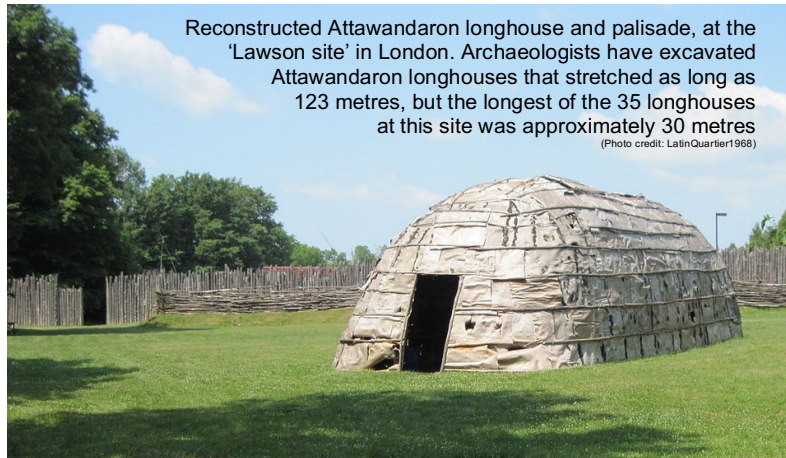
<sup>1</sup> For an accessible overview, the recent book, *Before Ontario*, is well worth consulting (Munson and Jamieson 2013); see also *The Archaeology of Southern Ontario to A.D. 1650* (Ellis and Ferris 1991).

1.5km west of the Forks on the south side. Archaeologists call these the “Lawson Site” and the “Norton Site,” respectively.<sup>2</sup>

Both the Lawson and Norton site villages were home to the Attawandaron people, the inhabitants of this region (‘the London area’) until the 17<sup>th</sup> century.<sup>3</sup> The Attawandaron were probably descendants of the villagers of the Praying Mantis site.<sup>4</sup> Indeed, archaeologists have found the location of six Attawandaron (or proto-Attawandaron Naadowe) settlements within the boundaries of present-day London, Ontario, and another three immediately outside the city limits (in the Middlesex Centre municipality, just west and north of London).<sup>5</sup>

Our knowledge of the Attawandaron way of life and social order is fairly extensive. The Attawandaron were agricultural village-dwellers, who tended fields of beans, corn, and squash, and hunted deer and small game.<sup>6</sup>

The Attawandaron lived in what could be called – in contemporary terms – a democratic socialist society, with a collectivist and egalitarian economic and political order.<sup>7</sup> (Socialism, in this respect, has deeper roots in the London area than capitalism, which had to be transplanted here by European settlers, much more recently.) Attawandaron society had no ruling elite of rich and powerful individuals, with money to buy themselves unique access to power and luxury, as exists



Reconstructed Attawandaron longhouse and palisade, at the ‘Lawson site’ in London. Archaeologists have excavated Attawandaron longhouses that stretched as long as 123 metres, but the longest of the 35 longhouses at this site was approximately 30 metres  
(Photo credit: LatinQuarter1968)

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<sup>2</sup> On the Norton Site, see Cooper and Robertson 1993. On the Lawson Site, see Anderson 2009. On the Praying Mantis Site, see 2008-09.

<sup>3</sup> Around 1600, the Attawandaron villages mostly relocated eastward, in between the Grand River and the Niagara River, to avoid warfare with the Mascouten Nation around what is now known as the Detroit River.

<sup>4</sup> ‘Attawandaron’ was the name their northern neighbours, the Wendat, used to label them. The name that they used for themselves is unknown. The French called them ‘Neutrals’ because they tried to remain neutral in the wars between the Haudenosaunee and the Wendat.

<sup>5</sup> For a bit more information, see Jim Wilson and Malcolm Horne, *The City of London Archaeological Master Plan*, pp. 20-27.

<sup>6</sup> There was once a theory, propounded by an archaeologist (William Noble, McMaster University), that the Attawandaron had engaged in deer husbandry (not just deer hunting). The same source claimed, further, that the Attawandaron called themselves the “Chonnonton” (People of the Deer or Deer Nation), and that they developed in the early 16<sup>th</sup> century a hierarchical confederacy under a single chief, starkly different from typical Naadowe practices at the time the Eastern Great Lakes. However, the claimed source for these assertions was later revealed to be apocryphal, and the research based on it is (to that extent) not reliable. On this, see Gernet (1994), p. 10.

<sup>7</sup> Hugo Blanco, well-known Mestizo-Indigenous radical from Peru, suggests that the term “eco-socialism” best captures the combination of the “love for Mother Earth” and economic “collectivism (which is another word [for] socialism)” that predominated in pre-colonial Indigenous societies. Closer to home, the historic *Dene Declaration* (1975) stopped short of using the word “socialism,” but insisted on the importance of “keeping our egalitarian and sharing society,” inherited from precolonial Dene practices. The *Declaration* calls on this basis for rejecting the imposition of capitalist forms of development in favour of a revitalized “communal economy where the benefits of development are shared by the whole community according to need and where no individual benefits at the expense of his community.” The “collectivist” character of (especially pre-colonial) Indigenous economies is an important theme in Dunbar-Ortiz, *An Indigenous People’s History of the United States*.

in Canada today. Instead, all members of the community shared the benefits and the burdens of their economic activities in common, contributing according to their abilities and consuming according to their needs. There were no stark differences between rich and poor, no homelessness, no police forces or prisons. And they lived sustainably, moving their fields and villages whenever the ecological impact of their farming and other activities began to erode the vitality of area ecosystems. Many of us today would look upon their society as – in many ways – a model for the kind of world we would love to leave to our children and grandchildren.

The Attawandaron spoke a language in the Naadowe<sup>8</sup> (or Iroquoian) family of languages, similar to that of the Wendat (sometimes called the Huron), who lived near Lake Simcoe to the north, the Tionantaté, who lived to the northwest near the eastern shore of Lake Huron, and the Haudenosaunee nations who lived to the east, near Niagara Falls and the south of Lake Ontario.

Attawandaron political decision-making was broadly consultative – vastly more so than the political systems that call themselves democratic today, such as that of the Canadian state. Although there were voting practices in some contexts (Anderson 2009, p. 10), for the most part they sought to obtain consensus on decisions affecting the whole community.

Assuming (as archaeologists generally do) that the Attawandaron social structure was similar to those of other Naadowe nations from the Eastern Great Lakes (like the Wendat, Tionantaté and the Haudenosaunee nations), it would be expected that Attawandaron women elders “had the power to raise and dispose of the ruling elders [that is, chiefs], the ability to influence the decisions of the Council, and occasional power over the conduct of war and the establishment of treaties. Although women could not serve on the Council of Elders..., the hereditary eligibility for office passed through them, and the elective eligibility for office was also largely controlled by them.... The actions of the new chief were closely watched, and if his behaviour deviated from the accepted norms, he was warned by the woman delegate. If after several warnings he still did not conform, she would initiate [his removal]” (Judith K. Brown, quoted in Anderson 2013, p. 9).

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<sup>8</sup> Most academic archaeologists and linguists use the term “Iroquoian” (not to be confused with “Iroquois,” which they also use instead of “Haudenosaunee”) to refer to the group of Indigenous nations that speak related languages and had traditionally lived in palisaded longhouse farming villages in the Eastern Great Lakes region, including the original five Haudenosaunee nations (Onyota’a:ka [Oneida], Kanien’kehá:ka [Mohawk], Onönda’gega’ [Onondaga], Gayogohó:no’ [Cayuga], Onöndowága [Seneca]), plus the Wendat, the Tionantaté, the Attawandaron, the Erie, and the Wenro. In recent years, Indigenous scholars, at least Wendat (Wyandot) ones, have increasingly used the name Naadowe (singular) or Naadoweg (plural), or dialectal and/or spelling variants, like Nadoue or Naadwe, to refer to this group of nations, instead of the (arguably) old European term “Iroquoian.” Naadoweg was the term used by other Indigenous groups in the Eastern Great Lakes region, specifically, the Anishinaabeg, and is still in use by them today. Etymologically, the name Naadowe comes from an Anishinaabemowin word for ‘snake.’ This is often taken to be a kind of insult, in view of the fact that the Anishinaabeg and Haudenosaunee were often at war with each other. But there are certainly other ways to view it. When Wendat historians like Georges Sioui (Wyandot) and Kathryn Magee Labelle (Wyandot Nation Kansas) use it, they do not intend it that way, and some Anishinaabe historians, like Alan Corbiere (M’Chigeeng First Nation), agree that it is not best understood as a derogatory term (Corbiere 2013). Here, I follow their understanding and so use Naadoweg in place of “Iroquoians.”

## Early Impacts of Colonialism: Disease, Warfare, and the Dispersal of the Attawandaron

Today, the Attawandaron no longer exist as a distinct people. They were “dispersed,” in the aftermath of a period of intense warfare and social disruption that took place in the Eastern Great Lakes (especially what is now known as Southern and Southwestern Ontario) around 1650.

Anishinaabe historian, David Plain (Aamjiwnaang First Nation), describes the dramatic events:

At that time [in the mid-1600s], the Haudenosaunee... from upstate New York conducted a war of dispersion against the [Wendat], Tionantati, and [Attawandaron] Nations, which succeeded in 1649. Of the survivors of this devastating war about six hundred Christian [Wendat] returned to Quebec with the Jesuit missionaries. The remainder, traditional members of the [Wendat], [Tionantaté], and [Attawandaron] Nations, fled north to seek refuge with the [Anishinaabeg]. This group became known as the Wyandotte.... This war left virtually all of Southern Ontario and South Eastern Michigan uninhabited [by permanent settlements]. At first it was used for hunting and trapping but later the Mohawk and Seneca Nations began to establish towns in Southern Ontario.

Aamjiwnaang Territory remained in Seneca [Onöndowága/Haudenosaunee] hands until... 1698.

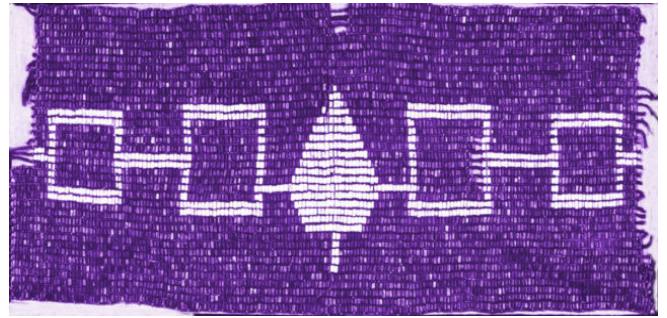
(Plain 2007, pp. 3-4).

How did this happen? Anishinaabe legal scholar, Darlene Johnston (Neyaashiinigmiing First Nation) notes that in the early 1600s, “the region between Lake Huron and Lake Erie,” that is, Southwestern Ontario, “was a densely populated, culturally complex region existing in a complicated equilibrium. With the introduction of European trade goods, weapons, missionaries and diseases, the intersocietal stresses increased and the balance did not hold” (Johnston 2006, p. 9).



In other words, the mid-17<sup>th</sup> century outbreak of warfare in the Eastern Great Lakes region – a process sometimes known, misleadingly, as “the Beaver Wars” – was the result of the massive disruption brought about by the arrival of Europeans. European traders brought with them (1) new diseases, to which Indigenous people here had no immunity, causing massive outbreaks of sickness and death, de-populating Naadowe nations to the point of catastrophe, (2) the reorganization of beaver hunting as an export trade industry, instead of remaining part of sustainable pre-colonial subsistence economies, which led to beaver depopulation and the need to expand hunting grounds in competition with neighbouring nations, and (3) the introduction of new weapon technologies, mainly guns, into the region, to which the Haudenosaunee had greater access than Naadowe nations living north of Lake Erie. In this context, the Haudenosaunee – facing de-population on a massive and critical scale, increasingly dependent on trade goods, like plows and other farming implements, as labour-saving requirements for shrinking villages, and

motivated to take advantage of their superior weaponry – decided to undertake a series of wars designed to expand their hunting territories, and integrate people from other Naadowe villages into their own nations. The result was disastrous for many of the other Naadoweg, but perhaps especially for the Attawandaron, whose villages were all destroyed or abandoned, and whose populations were either killed, captured and incorporated into Haudenosaunee Nations, or forced to flee as refugees along with Tionantaté and Wendat people who fled to the west of Lake Erie and regrouped as the Wyandotte Nation, or to flee toward Montreal, where another Wyandotte group fled. The result is that, although there are people (both Wyandotte and Haudenosaunee) who have Attawandaron ancestry, there is no longer an Attawandaron Nation.



The Haiëñ'wa'tha Wampum, a symbol of the unity of the nations comprising the Haudenosaunee Confederacy

Historian, Susan M. Hill (Kanien'kehá:ka / Mohawk, Six Nations of the Grand River), gives a detailed analysis from a Haudenosaunee perspective:

Haudenosaunee villages were already experiencing outbreaks of smallpox, influenza, and other diseases in epidemic proportions. It is estimated that in the decade between 1630 and 1640, over 75 percent of the Mohawk Nation died from these sicknesses. During this period all the nations of the Confederacy suffered a similar fate, with an overall estimated population decrease of 50 percent.... This left the worker population of the Confederacy villages greatly diminished. As a result, the survivors quickly grew dependent upon trade goods, which replaced the more labour-intensive traditional implements (such as pottery). In order to meet their needs for trade goods, the Haudenosaunee increased their beaver-hunting activities. They moved farther into northern and western hunting grounds to meet the demands of the fur trade, resulting in direct competition with many of their neighbouring nations who had also grown dependent upon the fur trade and its trade goods. The competition caused diplomatic and physical struggles over control of hunting territories and trade regulation with the various European nations. Beyond the economic factors involved in the trade competition, the Haudenosaunee and their neighbours were also reeling from the massive population losses due to disease. The various Native nations of the Northeast were looking to rebuild their internal structures; many attempted to do so through the adoption of refugees and the integration of captives from competitors' villages.... What some see as 'imperialism' might be better described as aggressive efforts to rebuild their communities in the wake of massive loss. (Hill 2017, pp. 88-89).

For our purposes here, it is enough to know that the massive disruption of trade, disease and weapons brought to the Eastern Great Lakes region by colonialism (at first in the form of trade and missions, later in the form of settlement) eventually led to the crisis among Naadoweg (and to a lesser extent, also Anishinaabeg) north of Lake Erie, and the Attawandaron people were dispersed in the wake of the ensuing wars.

As Plain notes, the Anishinaabeg began to re-occupy Southwestern Ontario toward the end of the 1600s, having moved westward during the warfare period, and thus began the post-Attawandaron

Indigenous period in this area, continuing to today, as Anishinaabeg – and later other nations, including the Lunaape and the Onyota'a:ka, began to occupy the area around the Forks of the Deshkan Ziibi or Antler River.

## The Deshkan Ziibiing Anishinaabeg, the Minisink Lunaape, and the Onyota'a:ka

There are three sovereign Indigenous Nations located in the immediate vicinity of London today, all of which established themselves here well before the founding of the country Canada: the Deshkan Ziibiing Anishinaabeg, who have been here since the end of the 1600s; the Minisink (or Minsi) Lunaape, who arrived here in 1782; and the Onyota'a:ka, who have been here since 1840 (Antone 1999). Today, their English names are, respectively, Chippewas of the Thames First Nation, Munsee-Delaware Nation, and Oneida Nation of the Thames.<sup>9</sup>



The Deskan Ziibiing Anishinaabeg describe themselves this way:

We are the territory of the Deshkaan Ziibiing Anishinaabeg, also known as Chippewas of the Thames First Nation. We are a forward thinking nation with a strong grasp of our traditional values. Through culture, heritage and continued education we are working towards a better future – towards a self-governing First Nation that thrives socially, culturally, spiritually and economically. The majority of Southwestern Ontario is our modern traditional territory. We call ourselves Anishinaabek which means the original people. We are known as the Ojibway, which are part of the Algonquin language family, who originally migrated to the Great Lakes area from the north-eastern region of North America. Our political alliances are with the Odawa (Ottawa) and Bodaywadami (Pottawatomi) who together form the Three Fires Confederacy. We are located on the north bank of the Thames River approximately 20 km southwest of London, Ontario. Chippewas of the Thames First Nation is an Ojibway community established in 1760 along the banks of the Thames River of which Chippewa is claiming title of the Thames waterbed. The land base comprises 3,331 hectares of unceded land in Southwestern Ontario.<sup>10</sup>

The Minisink Lunaape describe themselves this way:

You will find our community on the northern shore of the Thames River, about 25 kilometers southwest of London, Ontario. Our community currently covers 1054

<sup>9</sup> To save space, I will not recount the history of how they all ended up in that specific location, settling adjacent to one another, 20km southwest of London, along the banks of the river. This history can be gleaned by reading the relevant histories: on the Anishinaabeg of Southwestern Ontario, see Miskokomon (2013) and Schmalz (1991); on the Onyota'a:ka, see Antone (1999); on the Minisink-Lunaape, see Peters (2000) and Grumet (2009).

<sup>10</sup> This description is taken from their website: <http://www.cottfn.com/chief-council/our-history/>

hectares, measuring roughly 3 square kilometers; however, we are making progress on a land claim which will help us secure additional territories. The Munsee Delaware Nation has a registered population of 615 people today, with 180 people living in the community.<sup>11</sup>

The Onyota'a:ka describe themselves this way:

Today's Oneida Nation of the Thames is a flourishing and vibrant Iroquois community. The Oneida Nation of the Thames, like other Iroquois Nation's is a sovereign independent Nation with its own traditional hereditary and contemporary systems of governance and law. Established in 1840, as the "Oneida Settlement" the evolution of this great Nation transforming from an agricultural society into a modern and versatile Iroquois community. The Oneida Nation of the Thames is home to 2,159 residents and has a total membership of 6,108. Located in picturesque southwestern Ontario, the Oneida Nation Settlement borders lush and fertile agricultural lands and is nestled along the eastern shore of the Thames River 30 kilometers south of the City of London.<sup>12</sup>

## Distinguishing Indigenous Rights and Treaty Rights

It is important to understand that *all of these Nations have Indigenous rights*, including rights to enjoy and benefit from the lands they have occupied for centuries. Only the Anishinaabeg (Chippewas of the Thames) have specific *treaty* relations to Canada directly concerning the lands in this immediate area. But not all Indigenous rights, even over lands, are treaty rights (which, on the contrary, mainly concern rights granted to colonial governments by agreement with Indigenous nations).

A pretty good way for settlers to familiarize ourselves with rights that Indigenous people have, regardless of any treaty or lack of treaty, is to review the *United Nations Declaration on the Rights of Indigenous Peoples*. This document has been endorsed (as a minimum standard) by many Indigenous nations and organizations in this region and around the world, including the Assembly of First Nations (representing band council chiefs across Canada), and is (at least on paper) accepted by the Federal Government of Canada<sup>13</sup>



Michelle Doxtater, Onyota'a:ka Nation, addresses an Idle No More protest at the Forks of the river, near downtown London.

<sup>11</sup> This description is taken from their website: <http://www.munsee.ca/>

<sup>12</sup> This description is taken from their website: <https://oneida.on.ca/>

<sup>13</sup> In May of 2016, the Federal Government of Canada publicly claimed to be "a full supporter, without qualification, of the declaration." The Assembly of First Nations Annual General Assembly noted in 2016 that it "has adopted the UN Declaration for implementation and is of the firm belief and conviction that the Un Declaration, as presently stated, represents the minimum standard" with which governments should comply. See AFN 2016.

itself. I can't review all the rights acknowledged in the Declaration. But it is worth noting some of the land-related rights that all three of the area Indigenous nations have, by virtue of being Indigenous people who have lived here for centuries.

*Article 25*

Indigenous peoples have the right to maintain and strengthen their distinctive spiritual relationship with their traditionally owned or otherwise occupied and used lands, territories, waters and coastal seas and other resources and to uphold their responsibilities to future generations in this regard.

*Article 26*

1. Indigenous peoples have the right to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired.
2. Indigenous peoples have the right to own, use, develop and control the lands, territories and resources that they possess by reason of traditional ownership or other traditional occupation or use, as well as those which they have otherwise acquired.
3. States shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the indigenous peoples concerned.

*Article 27*

States shall establish and implement, in conjunction with indigenous peoples concerned, a fair, independent, impartial, open and transparent process, giving due recognition to indigenous peoples' laws, traditions, customs and land tenure systems, to recognize and adjudicate the rights of indigenous peoples pertaining to their lands, territories and resources, including those which were traditionally owned or otherwise occupied or used. Indigenous peoples shall have the right to participate in this process. (United Nations)

These, and the other rights reviewed in the Declaration, are held by the Anishinaabeg, Lunaape, and Onyota'a:ka Nations equally, by virtue of their longstanding presence in the area as sovereign nations and their role as stewards of the land and waterways here. When governments, courts, individuals, or businesses violate or disregard these Indigenous rights, they are violating the law (even if the Canadian legal system fails to appreciate this).

But for the most part, this *Introductory Guide* to the treaties covering the London area is about treaties and treaty rights, not non-treaty Indigenous rights, even though these other rights are also very important.



Minisink Lunaape drummers.  
(Photo from munsee.ca)

## The Wider Treaty Context

Before turning to specific treaties between the Anishinaabeg and the Crown concerning land in the London area, it should be noted that there is also a *wider treaty context*, which goes beyond the specific treaties to which the regional Anishinaabeg were signatories. That is, there are some general treaties establishing rights and responsibilities in Crown/Indigenous relations prior to the treaties that specifically addressed Anishinaabe land in Southwestern Ontario. In a recent document, the community explains the sources, as they see it, of both their *Indigenous* (or ‘Aboriginal’) rights and their *treaty* rights.

The rights that Deshkan Ziiibiing exercises in relation to our ancestral lands, treaty lands, reserve lands, and Addition to Reserve lands, are inherent, grounded most basically in the Creator’s gift of lands, waters, and way of life to ndodeminaanig, “our clans.” These rights are embodied in our historical and ongoing occupation of our territory, and in our practice of self-determination as a people. Our rights as a self-determining people are also recognized within, although they are certainly not created by, the formation of several treaties, the terms of constitutional documents, and international conventions, including Article three of the Jay Treaty (1794). Our historic treaty partner, Britain, recognized these rights, as seen within the joint context of the Royal Proclamation of 1763 and the Treaty of Niagara, 1764; and within the subsequent treaties formed between 1790 and 1827. Our traditional understanding of these treaties with Britain indicates that they in no way eliminate our own rightful control of, and enduring ability to benefit from, the lands and waters within our territory. Section 35(1) of *Canada’s Constitution Act*, 1982, also clearly recognizes these rights, as do the expressions of international customary law elaborated within the *United Nations Declaration on the Rights of Indigenous Peoples* (2007).

Although there are disputes and debates about how to interpret these treaties and arrangements, I can say a bit about each. The basic idea of Article III of the Jay Treaty is that Indigenous people can travel and trade on both sides of the Canada/US border without being blocked or taxed. The basic idea of Section 35(1) of Canada’s Constitution Act (1982) is that the “existing aboriginal and treaty rights” of Indigenous people and nations are recognized by Canada’s legal system. The Royal Proclamation of 1763 was a unilateral (as opposed to treaty) declaration by British King George III, which on the one hand claims a kind of sovereignty over the land comprising ‘British North America,’ but on the other hand adopts or acknowledges the assumption that the land is all Indigenous land (“in the possession of” Indigenous nations), except and until it is transferred in some way, by agreement, from the relevant nations to the Crown. Here’s a lengthy passage which conveys some of the substance of the Proclamation:

And whereas it is just and reasonable, and essential to our Interest, and the Security of our Colonies, that the several Nations or Tribes of Indians with whom We are connected, and who live under our Protection, should not be molested or disturbed in the Possession of such Parts of Our Dominions and Territories as, not having been ceded to or purchased by Us, are reserved to them, or any of them, as their Hunting Grounds — We do therefore, with the Advice of our Privy Council, declare it to be our Royal Will and Pleasure, that no Governor or Commander in Chief in any of our Colonies of Quebec, East Florida. or West Florida, do presume, upon any Pretence whatever, to grant Warrants of Survey, or pass any Patents for Lands beyond the Bounds of their respective

Governments. as described in their Commissions: as also that no Governor or Commander in Chief in any of our other Colonies or Plantations in America do presume for the present, and until our further Pleasure be known, to grant Warrants of Survey, or pass Patents for any Lands beyond the Heads or Sources of any of the Rivers which fall into the Atlantic Ocean from the West and North West, or upon any Lands whatever, which, not having been ceded to or purchased by Us as aforesaid, are reserved to the said Indians, or any of them.

And We do further declare it to be Our Royal Will and Pleasure, for the present as aforesaid, to reserve under our Sovereignty, Protection, and Dominion, for the use of the said Indians, all the Lands and Territories not included within the Limits of Our said Three new Governments, or within the Limits of the Territory granted to the Hudson's Bay Company, as also all the Lands and Territories lying to the Westward of the Sources of the Rivers which fall into the Sea from the West and North West as aforesaid.

And We do hereby strictly forbid, on Pain of our Displeasure, all our loving Subjects from making any Purchases or Settlements whatever, or taking Possession of any of the Lands above reserved, without our especial leave and Licence for that Purpose first obtained.

And We do further strictly enjoin and require all Persons whatever who have either wilfully or inadvertently seated themselves upon any Lands within the Countries above described. or upon any other Lands which, not having been ceded to or purchased by Us, are still reserved to the said Indians as aforesaid, forthwith to remove themselves from such Settlements.

And whereas great Frauds and Abuses have been committed in purchasing Lands of the Indians, to the great Prejudice of our Interests. and to the great Dissatisfaction of the said Indians: In order, therefore, to prevent such Irregularities for the future, and to the end that the Indians may be convinced of our Justice and determined Resolution to remove all reasonable Cause of Discontent, We do, with the Advice of our Privy Council strictly enjoin and require, that no private Person do presume to make any purchase from the said Indians of any Lands reserved to the said Indians, within those parts of our Colonies where We have thought proper to allow Settlement: but that, if at any Time any of the Said Indians should be inclined to dispose of the said Lands, the same shall be Purchased only for Us, in our Name, at some public Meeting or Assembly of the said Indians, to be held for that Purpose by the Governor or Commander in Chief of our Colony respectively within which they shall lie.... (*Royal Proclamation, 1763*)

The Treaty of Niagara, 1764, is a kind of agreed-upon enshrinement of the relevant terms of the Royal Proclamation to the Eastern Great Lakes region, hence also to the London area. It was established at a Council of representatives of two dozen Indigenous nations (including Anishinaabeg and Haudenosaunee nations) and representatives of the Crown (chiefly, Sir

William Johnson), at Fort Niagara. It was commemorated by the gifting to Johnson of a Covenant Chain Wampum<sup>14</sup>, like the one shown below.



Covenant Chain Wampum

Moreover, the Haudenosaunee Confederacy (which, of course, includes the local Onyota'a:ka) entered into the Nanfan Treaty with Britain and the Two Row Wampum treaty (originally with the Netherlands), and these two form part of the wider treaty context. The Two Row Wampum (depicted below), in particular, is an important model for understanding peaceful coexistence, on the basis of respectful non-interference and non-assimilation.



Two Row Wampum

(In a later section, I discuss another part of the wider treaty context: the “Our Dish” or “Dish with One Spoon” treaty between the Anishinaabeg and the Haudenosaunee.)

Having noted this wider treaty context, and the existence of Indigenous rights that are not related to treaties, I turn now to the specific treaties dealing directly with land in the London area.

## The London-Area Treaties

The intention of the Crown negotiators in the Upper Canada treaties (notably, McKee Treaty No. 2 and London Township Treaty No. 6) is easy to see from the wording in the treaties. Their aim was “extinguishment” of Indigenous claims to the land.

McKee Treaty No. 2 (1790) says:

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 granted, 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,

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<sup>14</sup> A Wampum is a strip or belt of polished, coloured shell-beads, which contains a symbolic expression of the terms of an agreement. For a brief explanation, see <http://www.anishinabonation.ca/en/wampum/>

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.

London Township Treaty No. 6 (1796) uses similar ‘extinguishment’ language:

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.

On one reading, these Treaties leave the Indigenous inhabitants with a right to certain “presents” (see the full Treaty texts, in Part Three of this *Introductory Guide*, for details), but no actual rights to use, regulate, protect, or act as stewards over the land covered by the agreements. As an illustration of where this kind of reading leads, consider the “R. v. Riley et al.” legal dispute. In a case involving “unlawful hunting without a licence” by two members of Deshkan Ziibiing Anishinaabeg, the Crown held, among other things, that McKee Treaty No. 2 “is an outright grant of land and release of all claims on” the land it covers, and that the right of the Anishinaabeg to hunt or fish outside of their reserve (but inside their traditional territory) is “not protected by either treaty or statute.” The court agreed.<sup>15</sup>

In this respect, these treaties seem to be – and in part clearly are – integral to the history and the ongoing reality of colonialism. Colonialism has always aimed at the dispossession and assimilation of Indigenous people, and the termination of the sovereignty and autonomy of Indigenous nations. It has pursued this in multiple ways: treaties, residential schools, business arrangements, violence, reconciliation projects, and more (see Simpson 2017). The matter of colonialism is a big topic, and I can’t explore it in any detail here. But it has to be noticed that the legalistic language embedded in the treaties is also specifically *colonial* in character.

And yet, there is more to the treaties than *simply* colonial dispossession. They are also *diplomatic* arrangements between nations, and this is an aspect of the treaties that has often been particularly emphasized by Indigenous nations.

Thus, the Deshkan Ziibiing Anishinaabeg have a very different understanding of what their ancestors agreed to accept, and what relationships and responsibilities the treaties established. Above all, they do not believe that they “surrendered” all their claims to the land. Rights over

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<sup>15</sup> R. v. Riley et al. (Ontario Provincial Offenses Court, Phillips P.C.J., November 28, 1983).

treaty lands asserted by the Deshkan Ziiibiing Anishinaabeg include the following, listed by Joe Miskokomon (2013), when he was Chief, in 2013:

- (a) Aboriginal harvesting rights in our traditional territory to hunt, fish, trap, gather or collect any or all species or types of animals, plants, minerals and oil, for any purpose, including for food, social and ceremonial purposes, trade, exchange for money, or sale (including commercial sale);
- (b) the right to access, preserve, and conserve sacred sites for traditional, social, and ceremonial purposes;
- (c) Aboriginal title to the bed of the Thames River, as well as the airspace over the Thames River and other lands throughout our traditional territory;
- (d) in the alternative to (c), an Aboriginal right to use the water and resources in the Thames River and the air space over the lands in our traditional territory; and
- (e) a solemnly negotiated treaty right promising [Deshkan Ziiibiing Anishinaabeg] exclusive use and enjoyment of our reserve lands.

Clearly, the Anishinaabeg do not regard the treaties as complete “land surrenders,” giving up any claim to legitimate use of or say over their traditional territory (off-reserve). This kind of divergence between two very different understandings of what was agreed to in the treaties is typical of Indigenous peoples’ relations to the Canadian state.

Why do these two views seem to differ so starkly?

## **A Clash of Two Understandings: Property Law versus Regional Coexistence**

One of the most important sources of tension and conflict between the Canadian state and Indigenous nations is the divergence in how treaties are understood and interpreted. This is perhaps especially important in the “Upper Canada” (pre-Confederation Ontario) treaties, which tend to be the most one-sided and unfavorable toward the Indigenous nations.

As Joe Miskokomon (Deshkan Ziiibiing Anishinaabeg) notes, the treaty texts were “written by representatives of the [British] Crown having regard to European concepts of property law and ownership. These concepts would not have been known to or understood by our ancestors. Our ancestors would not, therefore, have understood, negotiated, agreed to or interpreted the Treaties having regard to European concepts of property, ownership, and exclusivity” (Miskokoman affidavit p. 8).

Interestingly, there is in fact a set of written minutes of the meeting or Council at which the terms of McKee Treaty No. 2 were finalized and the document signed (Curnoe 1996, pp. 219-21). Obviously, this too, like the Treaty text itself, is the work of only one side, the British Crown. And the whole thing is only two or three pages long, so it obviously does not include everything that was said by either side. But it is certainly interesting to review. In some ways, it

seems to confirm the overall substance of what is written in the Treaty itself. Thus, E-gouch-e-ouai, identified as Chief of the Ottawa [Odawa], says:

We are now within the Paternal House where everyone is free to speak his mind....[T]he Great King had written...to know if we would cede him a piece of land extending from the other side of the river to the line of that ceded by the Messesagas [Michi Saagiig]....Is there a Man amongst us who will refuse this request? What man can refuse what is asked by a Father<sup>16</sup> so good and generous, that he had never yet refused us anything? What Nation? None Father!

On the other hand, however, he also alludes in the same speech to an *informal consensus* about the *limits* of this – which is not recorded either in the minutes or in the final text of the treaty itself:

We have agreed to grant all you ask according *to the limits settled between us and you, and which we are all acquainted with.* (Curnoe 1996, p. 220; emphasis added)

Further, one of the negotiators for the Crown, Major Murray, responding to the speech just quoted, and a passage I haven't included about not interfering with the Wendat, says:

The great King and those in office under him, in providing for the advantage of the White Inhabitants, seek not to disturb the repose of any of his Indian Children; Such parts therefore of the Territory which your ancestors granted the Hurons [that is, the Wendat] your Bretheren as you have found requisite for the general Good that they should retain is reserved for their occupation, that they *may in common with the other Nations present remain under the care of a Father who is equally desirous of promoting their happiness, and able to protect them from oppression.* (Curnoe 1996, p. 221; emphasis added).

Whether the Anishinaabeg and the settler officials had the same understanding of this informal promise – that the Crown would be “equally desirous” of promoting both settler and Indigenous happiness, and would protect the Indigenous nations from oppression – may be doubted. But that is clearly part of what the parties agreed to in McKee Treaty No. 2, even if it is not stated in the wording of the written treaty itself. (Canada’s legal system may regard the written text as the crucial one, in some contexts, but that is not what we are discussing here.)

Indeed, the question of how the treaty-making process was understood by the two sides – even if we attribute complete sincerity to the colonial officials – is a complicated matter. The colonial officials evidently saw this as a “land surrender,” that is, they understood it in terms of *property law*, as a legal contract to transfer ownership of a parcel of land from one owner to a new owner, even if both sides were nations rather than private citizens. But how did the Anishinaabeg chiefs see it?

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<sup>16</sup> Anishinaabe people traditionally talk about diplomacy and alliances in terms of kinship (Simpson 2008). In the minutes of the negotiations, the Anishinaabe chiefs are explicit that they will call merchants and traders, as well as their fellow Chiefs from other nations, “our brothers,” and they will call military officers and high-level government officials, including the British King, “fathers.” (See the remarks of E-gouch-e-ouai, in Curnoe 1996, pp. 220). For background on the role of kinship in traditional Anishinaabe diplomacy, see Simpson (2008) and Bohaker (2006).



Dish With One Spoon Wampum

Leanne Betasamosake Simpson (Michi Saagiig Nishnaabeg) notes that one way to grasp how different the Indigenous understanding of treaties in the Eastern Great Lakes was and is, compared to that of European property law, is to pay attention to the treaties *between* the Indigenous nations of the region. She draws our attention to the “Our Dish” or “Dish with One Spoon” treaty between the Anishinaabeg and the Haudensosaunee. The treaty, commemorated by a Wampum, set out an agreement between the two groups to share the area and its resources, peacefully coexisting, without depleting those resources or denying use of them to one another. In making this reciprocal commitment to share the land, neither side had any notion of so-called “land surrender.” As Simpson notes:

At no time did the Haudensosaunee assume that their participation in the Dish with One Spoon treaty meant that they could fully colonize Nishnaabeg<sup>17</sup> territory or assimilate Nishnaabeg people into Haudensosaunee culture. At no time did the Haudensosaunee assume that the Nishnaabeg intended to give up their sovereignty, independence, or nationhood. Both political entities assumed that they would share the territory, that they would both take care of their shared hunting grounds, and that they would remain separate, sovereign, self-determining, and independent nations. Similarly, the Nishnaabeg did not feel the need to ‘ask’ or ‘negotiate’ with the Haudensosaunee Confederacy for the ‘right’ to ‘self-government.’ They knew that Gdoo-naaganinaa did not threaten their nationhood; our dish was meant to preserve their nationhood, protect their territory, and maintain their sovereignty. (Simpson 2008, pp. 37-38)

Arguably, this background can shed a lot of important light on treaties like the McKee Treaty No. 2 and the London Treaty No. 6. It suggests that in these treaties, there are two different understandings in play. On the one hand, there is the contractual language, pervaded by legalistic jargon, written in English entirely by one side, the colonial government. It contains language about, in effect, extinguishment of the land rights of the Anishinaabeg. On the other hand, however, there is a second understanding that is both documented<sup>18</sup> from the time the treaties were created, and attested in the oral tradition and treaty knowledge passed from generation to generation among Anishinaabeg people in the region.

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<sup>17</sup> The name ‘Nishnaabe’ (plural, Nishnaabeg) is equivalent to ‘Anishinaabe(g)’. In the Eastern dialect of Anishinaabemowin (also known as Eastern Ojibwe), there is a “syncope” rule, according to which (roughly speaking) unstressed vowels are systematically omitted, which explains the difference. For instance, whereas in Southwestern dialect one says “ikwe” (woman), in Eastern dialect one says “kwe,” and whereas in Southwestern dialect one says “gichi miigwech” (great thanks), in Eastern dialect one says “chi miigwech.” For more detail on the syncope rule, and other matters pertaining to dialectal differences, see Valentine 2001.

<sup>18</sup> See the Chiefs’ *Memorial of 1794*, Appendix to the text of McKee Treaty No. 2, below, in Part Three.

Almost immediately after Treaty No. 2 was completed, it became apparent that the Anishinaabeg did not have the same understanding of it that the British government had. By 1794, they documented this in a legal statement, known as the Memorial of 1794, in which they spelled out some of the divergence between their understanding of what they agreed to and the colonial government's understanding. Three points are particularly important to note. First, they expressed that in their understanding "the land on the River La Tranche," that is, the Thames or Deshkan Ziibi, was granted "for the *use* of the Government" (emphasis added). This reference to *use*, instead of *ownership*, suggests that they viewed it as an arrangement to accommodate settlement and commerce along the river, but not a straightforward land *purchase*. Gift-giving and gift-receiving were integral aspects of treaty-making and peace-making for them, but the colonial side regarded their own gift-giving crudely and one-sidedly as equivalent to the *purchase price* in a real estate transaction. Second, they emphasized that, when they made the treaty, it was important to them that "we wanted land to hunt and plant upon for our sustenance," a formulation which closely matches their oral tradition, according to which the treaties were not intended to surrender the right to hunt and harvest throughout their traditional territory. Third, the *Memorial of 1774* makes it apparent that they were given *verbal assurances* by the Crown's negotiator, Alexander McKee, which went beyond what is written in the document. As the Chiefs put it, "he [McKee] flattered us as follows: That it was absolutely necessary that our Father the King should have this land for very obvious purposes, and by giving it up in a Loyal, Friendly and Peacably Manner, we should be amply recompensed by Him (The King), and he further told us seriously that our Father the King wanted only the land on each side of the River (for a little way back from the River) and that we should enjoy every part of it for hunting, planting, etc. except the River side."

Now, in this *Introductory Guide*, it is not possible or appropriate to try to sort out the implications of all this. But it is absolutely necessary to acknowledge that the seemingly straightforward language in the Treaties, particularly when it reflects the agenda of rights extinguishment, leaving the Crown "free and clear of all claims" on the land from the Anishinaabeg, is not straightforward at all. The seemingly clear wording conceals a great deal, and potentially misleads readers into ignoring the verbal assurances given by Crown negotiators, the obvious importance to the Chiefs at that time of retaining what they called "land to hunt and plant upon for our sustenance" and the possibility to "enjoy every part of [the land covered by the treaties] for hunting, planting, etc., except the River side," where settlers would reside. So, the fact that these vital interests of the Anishinaabeg participants in the treaties are not reflected in the English-only legal document, which is obviously written entirely by lawyers working for the Crown, should in no way allow us to pretend that these play no role in a proper understanding of the Treaties, or the obligations and rights flowing from the treaties. If the treaties are interpreted in a way that reflects the property-purchase legal contract model, and ignores the alternative, specifically Indigenous understanding of treaties as agreements to accommodate the autonomy, flourishing and security of a nation alongside which one has to live, the picture will be distorted by a colonial misunderstanding that could fairly be criticized for being willfully one-sided.

Miskokomon underlines how the the Anishinaabe Chiefs agreeing to Treaties No. 2 and No. 6 in the London area understood the agreements:

While our ancestors that executed the treaties were aware of the British Crown's desire to use the surrendered land for settlement and agricultural purposes, our oral history confirms that their intention in executing the treaties with the Crown, and the spirit of the treaties, was to preserve and protect our way of life. This involved preserving our rights to continue our seasonal harvesting cycles and the necessary ongoing right to access and use our traditional territory as needed.... Our ancestors retained the right to harvest throughout our traditional territory and to control parts of our traditional territory (lakes, rivers, lakebeds, riverbeds, subsurface resources which lay under our lands below the depth of a plow, and the air space above our lands) despite having entered into treaties with the Crown. There was no discussion of ceding our harvesting rights or control and ownership over the above-noted parts of our traditional during the treaty-making process. Simply put the Chiefs of the day never agreed to surrender those rights. (Miskokomon 2013, p. 10)

## Some Notable Treaty Violations

Often, the treaties have been violated, even on the narrowest and most colonial-legalistic interpretation of what rights they recognized the Indigenous parties to have. There are four especially important violations of the treaty rights of the Deshkan Ziibiing Anishinaabeg that should be given explicit mention here, because they are associated with important land claims negotiations or legal disputes with the Federal Government of Canada. They are known as the Clench Defalcation; the Muncey claim; the Bear Creek Reserve claim; and the Line 9 Reversal case. Note that these are complicated cases, and I can only give the briefest summaries here.<sup>19</sup>

### The Big Bear Creek Reserve Land Claim

When the Anishinaabeg agreed to the terms of the Long Woods Treaty No. 25, which was concluded in 1822, it was agreed that they would retain two tracts of land, one of which is the current Reserve (at Deshkan Ziibiing), but the other was a promised reserve called Big Bear Creek. The Big Bear Creek reserve was of disputed size, because of a mismatch between a drawing and a written account, it may have been either 2,560 acres or 5,125 acres. Either way, the promised land was sold by the Crown, apparently in error, without permission of the Anishinaabeg. As a result, the community members that were supposed to settle on the Big Bear Creek reserve had to relocate to Deshkan Ziibiing and the two reserves became one (but with considerably less land). Initially, the Crown acknowledged the error and promised compensation in land or money to buy land. However, the compensation never came, for almost two centuries. However, negotiations were revived at the end of the 1990s and the Anishinaabeg and the Federal Government negotiated for about 14 years. Finally, in 2013, a settlement was reached and approved in a vote by the members of the community. Under the terms of the settlement, the Canadian government agreed to pay the Deshkan Ziibiing \$119,998,658, to be spent on a combination of new land acquisitions for the reserve (not necessarily adjacent to the present

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<sup>19</sup> For more on the Big Bear Creek land claim, see <<http://www.cottfn.com/big-bear-creek/>>. For more on the Muncey land claim, see Indian Claims Commission 1994. For more on the Clench Defalcation, see Indian Claims Commission 2002. For more on the Line 9 case, see Miskokomon 2013 and Henry 2017.

community), post-secondary education bursaries, income support for seniors, cash distributed to each community member, and a fund for community economic development.

### The Muncey Land Claim

In 1831, Canada illegally expropriated 192 acres of land from Deshkan Ziibiing, where the village of Muncey now stands (adjacent to the Deshkan Ziibiing). For over 20 years, beginning in 1974, the community tried to recover compensation, in order to buy new land. Proposed settlements in 1988 and 1990 were rejected by community members in referenda. Finally, in 1995, a settlement was reached and ratified by members of the community. The settlement involved the creation of a land Trust, with trustees appointed by the community, funded with \$5.4 million, for the purchase of land or for use in other community economic development projects.

### The Clench Defalcation

In 1845, Joseph Brant Clench was appointed by the colonial Indian Department to sell land belonging to various Indigenous communities, including the 3,000 acres of land belonging to the Deshkan Ziibiing Anishinaabeg. To make a long story short, Clench misappropriated (“defalcated”) \$30,308, plus interest. A portion of this, amounting to \$4,437, was owed to the Deshkan Ziibiing Anishinaabeg specifically. The government investigated, and undertook various civil legal proceedings to recover the money. Eventually, after about 50 years, in 1906, the community did receive a small portion of the money they were owed. In the 1970s, the Deshkan Ziibiing Anishinaabeg revived the claim, and after an initial refusal to reconsider it (due to the 1906 payment), the Canadian government eventually decided in 2001 to re-open the matter for negotiation. In 2005, a settlement was reached, in which the community was to be paid about \$15 million, in compensation for damages and losses suffered. Each community member received \$1,500, as part of the settlement.

### The Line 9b Pipeline Reversal

Most recently, the Line 9b Reversal case was contested in the courts and eventually concluded (not resolved or settled) by a decision of Canada’s Supreme Court (which claims to be authoritative in these nation-to-nation disputes). Miskokomon (2013, p. 2) sets out the basic facts:

Enbridge Pipelines Inc. (“Enbridge”) has applied to the National Energy Board (“NEB”) for authorization to reverse a section of Line 9 between North Westover, Ontario and Montréal, Québec, expand the annual capacity of Line 9 from Sarnia, Ontario to Montréal from 240,000 bpd to 300,000 bpd, and allow heavy crude to be shipped on Line 9 (collectively, the “Project”). Enbridge has stated that the purpose of the Project is to respond to requests from eastern Canadian refineries to have access to growing and less expensive supplies of crude oil from Western Canada and the Bakken region in the United States. Line 9 is located in our traditional territory and crosses the Thames River, a watershed that we and our ancestors have lived in and harvested resources from since time immemorial. COTTFN [Deshkan Ziibiing] has Aboriginal and treaty rights in the Thames watershed, and we assert Aboriginal title over the bed of the Thames River and

the resources contained therein. Our rights are recognized, affirmed, and protected by s. 35 of the Constitution Act, 1982. Line 9 was built without the Crown having consulted with or accommodated COTTFN. The federal Crown and/or Enbridge are not sharing the revenues being generated by the shipment of oil through our traditional territory despite the fact that construction and operation of Line 9 is an ongoing infringement of our Aboriginal and treaty rights.... In particular, we are concerned that a spill, leak or discharge from Line 9 into the Thames River will seriously impact our Aboriginal and treaty rights, including title.

Deshkan Ziibiing Anishinaabeg tried to use Canada's legal system to stop the pipeline project, insisting that they had a right to be consulted much more seriously, and to have their concerns addressed, or else the project should not proceed. (Note that the *UN Declaration on the Rights of Indigenous Peoples* acknowledges a right to "free, prior and informed consent" whenever hazardous materials are brought onto their traditional lands or territories (United Nations 2008, Article 29). The case was heard by the Supreme Court of Canada in 2016, and the Court held that the project would be allowed to go forward, in spite of Indigenous objections. The matter remains unresolved.

## The Deshkan Ziibiing Consultation Protocol

Formally, the Canadian government acknowledges that it has a duty to consult with Indigenous nations, when its actions or policies could adversely affect any Indigenous ('Aboriginal') or treaty rights of Indigenous nations. Any such actions should be preceded by meaningful consultation with affected First Nations. In practice, the Canadian government (arguably) often fails to meet this duty, either because it does not consult at all, or because it consults but not meaningfully, that is, not in ways that are appropriately responsive to the concerns of affected Indigenous nations.

Deshkan Ziibiing Chief Myeengun Henry notes: "Meaningful engagement with our nation includes securing our free, prior, and informed consent when any government proposes to take actions that impact our rights, including our lands, territories and resources. It is through the assertion and enforcement of our own laws that we can guarantee our lands and territory are properly protected for the enjoyment of future generations" (Henry 2017).

In response to the failure of Canadian laws to protect their rights, responsibilities, and the land and waterways of their community and its traditional territory (Henry 2017), the Deshkan Ziibiing Anishinaabeg recently (in 2016) introduced a law of their own – *Wiindmaagewin: Consultation Protocol* – setting out the conditions under which they would deem development on their lands to be lawful. "The purpose of this protocol," the document states, "is to ensure that our relationships with other communities develop in the future in ways that are fully respectful of the breadth of Deshkan Ziibiing's responsibilities to these watersheds, and ways that are protective of the full range of our rights. This protocol shall serve to guide governments and third parties interested in pursuing healthy and mutually beneficial relationships with Deshkan Ziibiing" (Deshkan Ziibiing 2016, p. 4).

The whole of the *Consultation Protocol* is well worth reading<sup>20</sup>, but here I will only reproduce the parts that are most relevant in this context, namely, the four “principles of communication” and the four “principles of coexistence” with other nations.

Here’s the four principles of communication:

(1) Zgaswediwin: “To smoke together.” This word combines two sorts of acts into one. When Anishinaabeg met in council, they began with the ceremony of smoking. In our stories, Nanabush provided our ancestors with the pipe of peace in order to help us foster the path of goodwill and reconciliation towards earth, plants, animals, and our fellow humans. Asemaa, “tobacco,” carries our thoughts and prayers to the Creator, and demonstrates our desire to speak the truth, and to build relationships that reflect gratitude in our dependence on the natural order, law, or policing *naaknigewin*. We expect that all consultation and communication regarding project proposals reflects the willingness of governments and third parties to place their thoughts and words in the same context.

(2) Ginoondiwin: “talk to each other.” As our elders have said, and as many accounts of Anishinaabe councils have indicated, our practice has been to reach decisions in common, after full and satisfying discussion addressing the concerns of all involved. As Mississauga historian and chief Peter Jones (1802-56) noted in his rendering of a council meeting during the 1850s, the practice of addressing the concerns of all greatly reduced the number of “warm discussions.” We expect federal, provincial and municipal governments to engage with us in consultation that is animated by their need to satisfy our concerns, and not by the needs of third parties, or by deadlines imposed outside of those we might mutually agree to within our processes of consultation. In addition, we expect that when governments attempt to justify project proposals likely to infringe upon our rights and responsibilities, that we will be the party that determines the adequacy of the justification.

(3) Gii-nenmaasiinaawaan: “they didn’t let them”. Anishinaabe participants in treaty talks with settler governments fully expected to be able to consent to or dissent from the proposed matter at hand, as the available written record in *Anishinaabemowin* makes clear. Our consent to proposals that might affect our rights and responsibilities to our lands, waters and wellbeing is basic to our status as a people possessing *dibendizawin*, or self-determination. In all matters of consultation and communication, we expect federal, provincial and municipal governments to honour this customary principle of international law, embodied also in article 32(2) of The United Nations Declaration on the Rights of Indigenous Peoples (2007), and finally adopted by Canada in 2016.

(4) Chi-dibaakinigewin: a “great judgement,” as in a treaty between nations. Our ancestors spoke solemnly with settler governments in order to reach agreements that would establish mutually beneficial relationships, which by their nature are on-going, and subject to changing needs and circumstances. However, governments have been one-sided in regard to changing needs in relation to our lands, waters and wellbeing. They have seen our agreements as open, but only as justifying their constant erosion of our control over those lands and waters, and of our well being. We expect that governments interested in consultation will temper this apparently endless desire to consume our lands

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<sup>20</sup> [www.cottfn.com/wp-content/uploads/2016/02/Wiindmaagewin-CONSULTATION-PROTOCOL-Final-Nov-2016-2.pdf](http://www.cottfn.com/wp-content/uploads/2016/02/Wiindmaagewin-CONSULTATION-PROTOCOL-Final-Nov-2016-2.pdf)

and waters to the ill effect of our own wellbeing. As well, we expect that when governments insist to the contrary on the legal certainty of treaties and agreements, they will demonstrate persuasively to us how that certainty of the treaty encourages the mutually beneficial relationships that treaties are supposed to establish. (Deshkan Ziibiing 2016).

And here's the four principles of coexistence:

(1) Gdoonaaganinaan: "Our Dish," the agreement reached with the Haudenosaunee in 1701, enabled both our peoples to hunt and harvest in mutual safety, and for mutual wellbeing, within our ancestral lands. We expect federal, provincial and municipal governments to demonstrate clearly and persuasively how proposed projects will undertake to secure mutual safety and mutual wellbeing.

(2) Maatookiiwin: "sharing" Our agreements with settler governments concern our sharing of the lands that the Creator has shared with us. There are no Anishinaabemowin transcriptions of treaties that use the word *adaawaage*, meaning "to sell." Similarly, as Akiwenzii, *gimaa* of the Lac Courte Orielles Ojibwe, said in relation to the 1837 treaty he co-signed with a US delegation seeking Wisconsin lands: "Gaawiin wiin gimiiisinoon, anishaa ida wi'in," that is, "I do not make a present of this, I merely lend it to you." Or, in an 1864 petition to U.S. President Abraham Lincoln, several of those same Anishinaabe chiefs said "Gaawin wiin aki nimbagidinamawaasii," that is, "I do not offer the land." We expect that governments interested in projects affecting our lands, waters, and wellbeing will demonstrate how the proposed project embodies this same spirit of sharing of what the Creator has provided, and also charged us with protecting.

(3) Gnawenjigewin: "to take care of things." Our use of the lands and waters of our territory is subject to Anishinaabe principles of stewardship, derived from our creation story, and instilled through the growth of traditional knowledge. We expect that all communication regarding project proposals will demonstrate how projects plan to incorporate Deshkan Ziibiing participation in the tasks of co-management and governance, as well as employ conservation practices grounded in and consistent with our traditional knowledge.

(4) Niigaan-inaabiwin: "looking ahead". Decision making that respects the full web of relationships within which the Creator has placed us aims to chart the impacts of our choices as far as possible into the future, in order to minimize the destructiveness of those choices. We expect that all government decisions and project proposals with potential to affect our lands, waters, air, health and wellbeing will demonstrate as concretely as possible the long-term implications of the proposal for Deshkan Ziibiing. We expect that they will also concretely demonstrate the steps to be taken to ensure that they will uphold Deshkan Ziibiing's responsibilities to protect the web of relationships constituting our traditional territory. (Deshkan Ziibiing 2016)

These principles of communication and coexistence, and other norms and ideals of nation-to-nation relations set out in the *Protocol*, suggest strongly the availability of a different approach to inter-societal relations in the coming years. We can demand a sharp break with the colonial relations that characterize the Canadian state's normal approach to Indigenous nations.

## Conclusion

The purpose of this Introductory Guide is not to work out all the implications of the London-area treaties, the conflicts over their interpretation, and the violations or disputes over their implementation over the years. That would be a far more ambitious and far more difficult task. The aim, instead, is simply to introduce the treaties to students who are wholly or mostly unfamiliar with them. Parts Two and Three of this Guide present maps that show the areas covered by various treaties, and the texts of the treaties themselves. Part One is supposed to provide necessary background and context for reading the treaties themselves.

But, for some broader perspective, I end Part One with a perceptive analysis of the overall situation created by colonialism for the nations that are Indigenous to the Eastern Great Lakes region. The analysis was presented by an Onödowága (Seneca) chief, speaking in 1805, not long after the Anishinaabe chiefs in the *Memorial of 1794* (see Part Three, below). His name is Shakóye:wa:tha (1758-1830), although he was also known by the name Red Jacket. Reviewing the massive transformation of the region that had taken place in the previous century and a half, he addressed a settler religious missionary, expressing great reluctance to treat the missionary as harmless:

Brother, listen to what we say. There was a time when our forefathers owned this great island. Their seats extended from the rising to the setting sun. The Great Spirit had made it for the use of Indians. He had created the buffalo, the deer, and other animals for food. He had made the bear and the beaver. Their skins served us for clothing. He had scattered them over the country and taught us how to take them. He had caused the earth to produce corn for bread.... If we had some disputes about our hunting-ground they were generally settled without the shedding of much blood. But an evil day came upon us. Your forefathers crossed the great water and landed on this island. Their numbers were small. They found friends and not enemies. They told us they had fled from their own country for fear of wicked men and had come here to enjoy their religion. They asked for a small seat. We took pity on them, granted their request, and they sat down among us. We gave them corn and meat; they gave us poison in return. The white people, brother, had now found our country. Tidings were carried back and more came among us. Yet we did not fear them. We took them to be friends. They called us brothers. We believed them and gave them a larger seat. At length their numbers had greatly increased. They wanted more land; they wanted our country. Our eyes were opened and our minds became uneasy. War took place. Indians were hired to fight against Indians, and many of our people were destroyed. They also brought strong liquor among us. It was strong and powerful, and has slain thousands. Brother, our seats were once



Shakóye:wa:tha (1758-1830), Onödowága

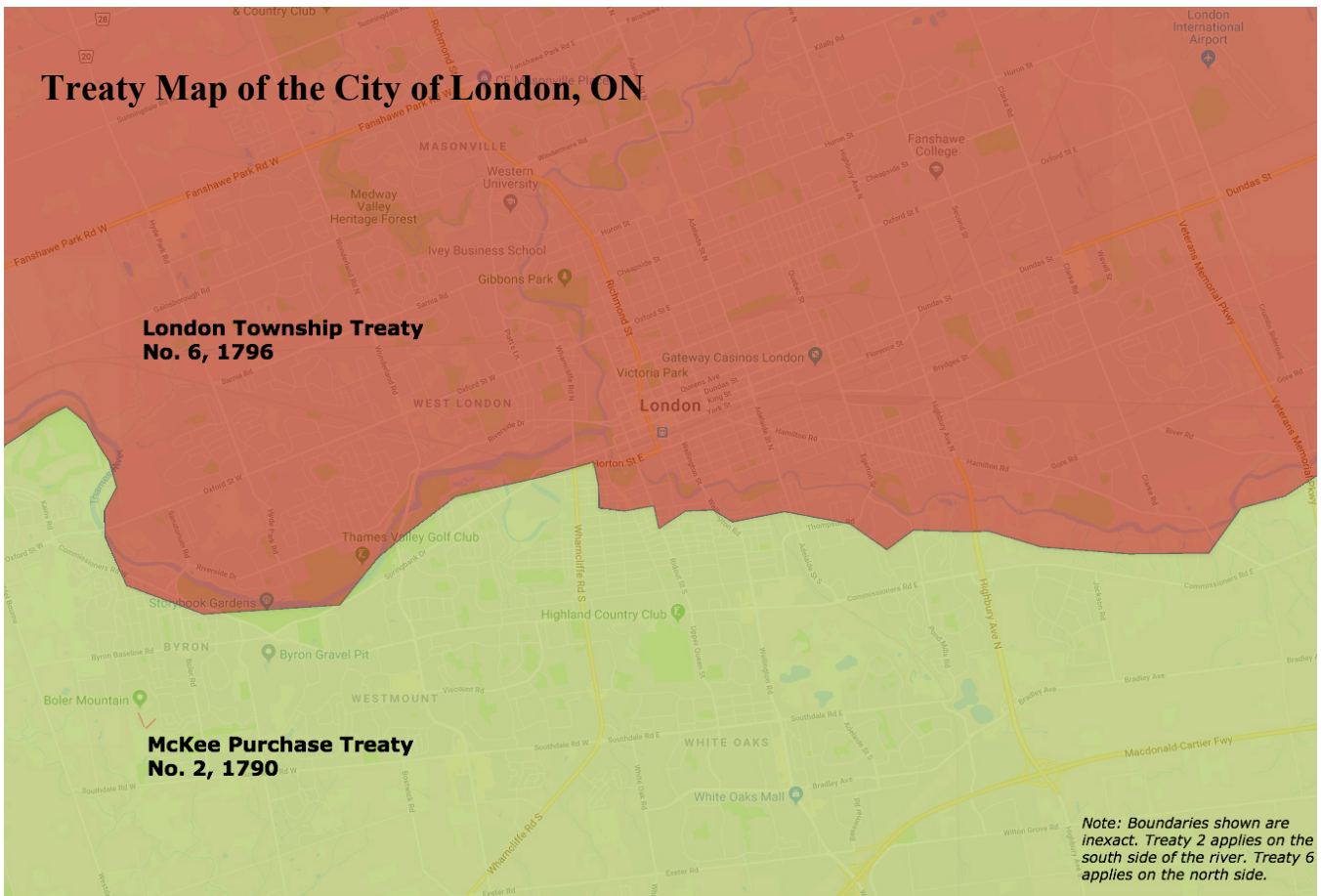
large and yours were small. You have now become a great people, and we have scarcely a place left to spread our blankets. You have got our country, but are not satisfied; you want to force your religion upon us. Brother, continue to listen....How shall we know when to believe, being so often deceived by the white people? (Shakóye:wa:tha 1805, pp. 138-39.)

## PART TWO: Maps of Treaty Boundaries in London, Southern and Southwestern Ontario<sup>21</sup>

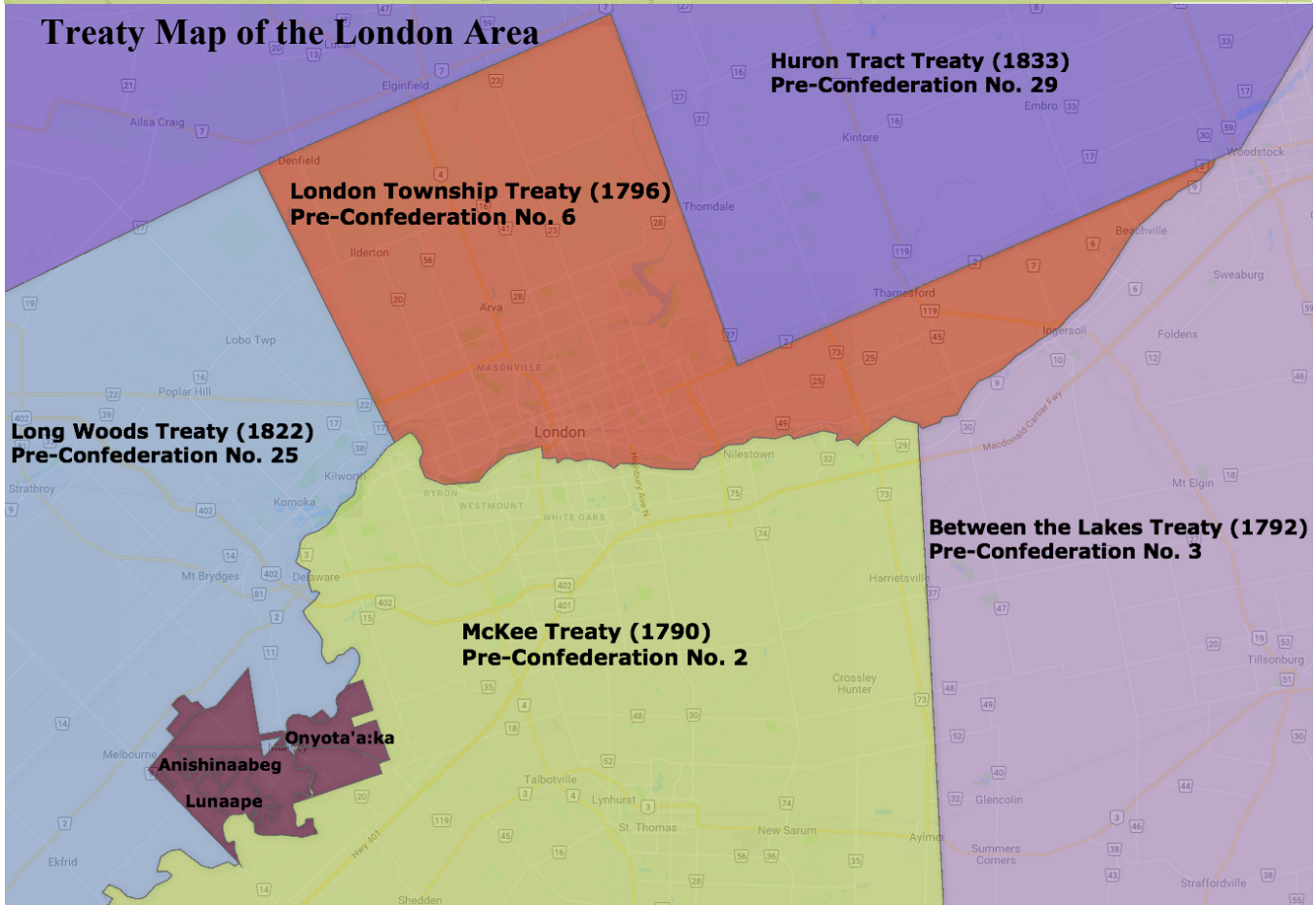
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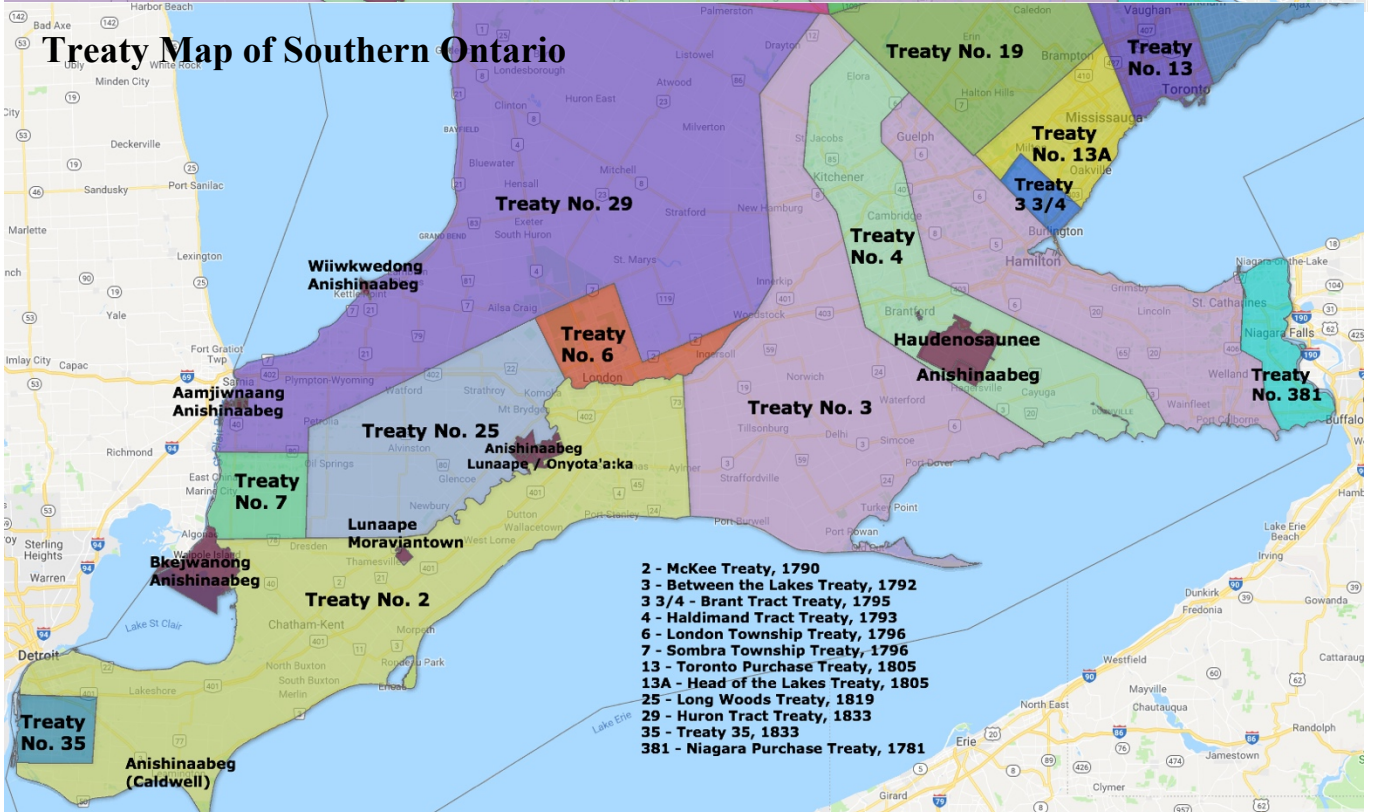
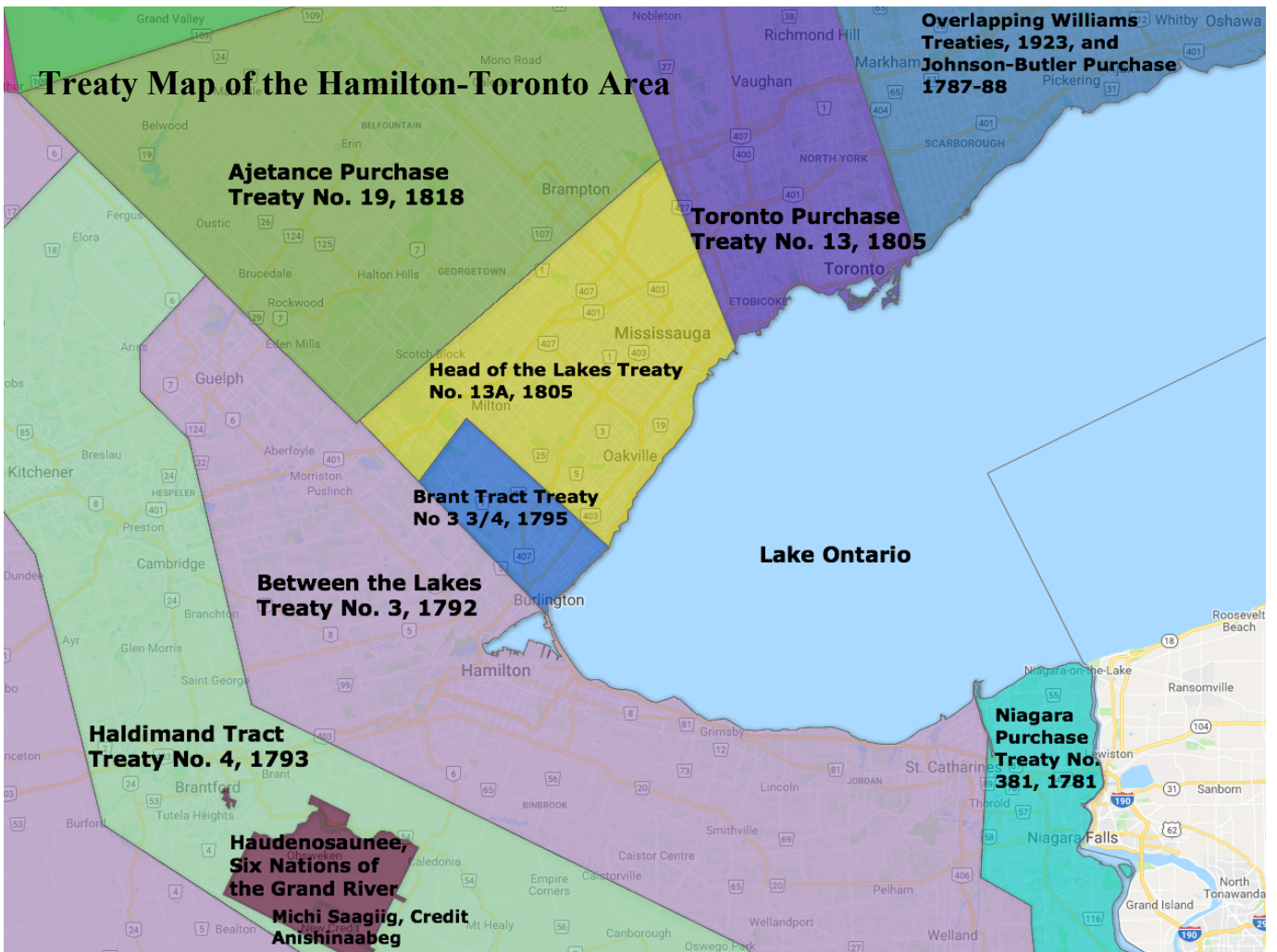
<sup>21</sup> The following maps are modified (by cropping and the addition of the black text overlays) from the interactive “Map of Ontario Treaties and Reserves” <https://www.ontario.ca/page/map-ontario-treaties-and-reserves>

# Treaty Map of the City of London, ON



# Treaty Map of the London Area





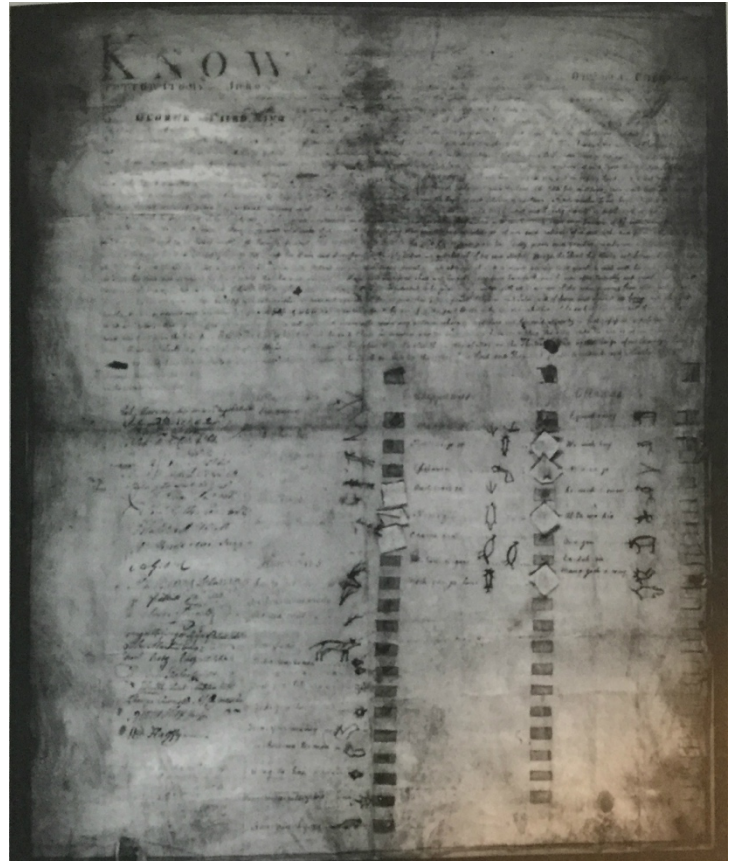
## PART THREE:

The Texts of the London-Area 'Pre-Confederation' Treaties, Nos. 2, 3, 6, 25, 29

## Treaty No. 2: McKee Purchase Treaty, 1790

[Between the Crown and Various Anishinaabeg (Odawa, Ojibwe, Potawatomi) and Wendat Chiefs]

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<sup>22</sup>, 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<sup>23</sup>, 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<sup>24</sup> 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<sup>25</sup>, 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

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<sup>22</sup> Alexander McKee (1735-1799), initially a trader with Indigenous nations, based in Ohio and Pennsylvania, and later – after the US War of Independence – an agent of the British government in ‘Upper Canada,’ responsible for negotiating land treaties and other matters. (This and subsequent footnotes have been added to assist the understanding of readers of this Guide.)

<sup>23</sup> To enfeoff is to grant a parcel of land, in exchange for some benefit or service.

<sup>24</sup> Michi Saagiig or Mississauga Anishinaabeg.

<sup>25</sup> La Tranche was the French name for the river also known as Deshkan Ziibi (Anishinaabemowin for Antler River) or the Thames, which comprises the northern boundary of Treaty No. 2.

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<sup>26</sup> 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 granted until His said Majesty George the Third, His Heirs and Successors for the only proper use and beho<sup>27</sup> 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 granted, 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.*,

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<sup>26</sup> An 'arpent,' in this context, is a French-colonial unit of measurement, a little bit smaller than an acre.

<sup>27</sup> 'Behoff' is an archaic English legal term meaning *use or advantage*.

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<sup>28</sup>, (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.

## [Appendix, Relevant to Interpreting No. 2]

### The *Memorial of 1794*<sup>29</sup> - Affidavit of Anishinaabe Chiefs

We the under mentioned Indian Chiefs do solemnly protest, that when application was made to us Indians (by Col. McKee) for the land on the River LaTranche, for the use of Government, we unanimously consented to grant the south side of it<sup>30</sup>, but could not with propriety give

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<sup>28</sup> For some information about Chief Wasson (1730-1800, Ojibwe, Saginaw Bay) and other Indigenous signatories to these Treaties, see Greg Curnoe, *Deeds/Nations* (London, ON: Ontario Archaeological Association, Occasional Publications, 1996).

<sup>29</sup> The *Memorial* is included in the decision, R. v. Riley et al. (Ontario Provincial Offenses Court, Phillips P.C.J., November 28, 1983). The context for this affidavit (“*Memorial*”) was a property dispute, which saw the British government expropriate land previously sold by the Anishinaabeg to Sally Ainse, a wealthy Onyota’a:ka business woman. The Chiefs believed that the land was not covered by Treaty No. 2, but the British government regarded the land as theirs to dispose of as they saw fit. The *Memorial* is notable in part because it shows that McKee gave assurances to the Anishinaabeg that, regardless of the wording of the Treaty, the English King “wanted only the land on each side of the River,” and also that the Anishinaabeg “wanted land to hunt and plant upon for our sustenance,” and did not see the Treaty as depriving them of that. The fact that two years later they made a Treaty covering the other side of the river seems to suggest that they believed that these treaties did not seriously jeopardize this access to land for hunting, fishing and farming. On this point, see the comments of then-Chief Joe Miskokomon’s 2013 Affidavit, which underlines that the Anishinaabeg did not regard the treaties to involve giving up their inherent rights to hunt and harvest throughout their traditional territory.

<sup>30</sup> See Treaty No. 2, above.

the north side, as we wanted land to hunt and plant upon for our sustenance.

Being called upon by Col. McKee, three days successively upon the same subject, he flattered us as follows:

That it was absolutely necessary that our Father the King should have this land for very obvious purposes, and by giving it up in a Loyal, Friendly and Peacably Manner, we should be amply recompensed by Him (The King), and he further told us seriously that our Father the King wanted only the land on each side of the River (for a little way back from the River) and that we should enjoy every part of it for hunting, planting, etc. except the River side, upon which flattering prospects we made with him the following agreement, that the land on each side the River should be granted to our (except the tract of land which we had sold before that time to our beloved Sister Sally Ainse and who had for the above considerably over paid us).

Colonel McKee readily consented to this remarking himself that She was a very good woman and our Sister, and said he did not require her Land, and recommended us very much for our honesty and fidelity to our Sister. On which conditions we presented a string of wampum to him, and in Token of the above agreement which he received, (being two days before the great Deed was Signed). We asked him for writing to secure this land to our Sister, which he promised to write out but as he was very busy, he said he would give it to us on the Morrow, on the next day, but we have had no writing but promises and puttings off ever since.

It is our custom when a favour is asked of us, if we receive a String of Wampum we grant that Favour. We give the Wampum back, which Col. McKee should have done, if he did not mean to perform what he agreed to. And we do positively declare that Col. McKee received and kept the String of Wampum two days before the Great Deed was signed (to the best of our knowledge).

If, as Col. McKee says it was after the Signing of the Great Deed and of Consequence too Late, Why did he receive from us the String of Wampum, and make us such Promises, When he might have given us a flat denial?

We the undermentioned Chiefs do sacredly protest that this is a true statement to the best of our knowledge.

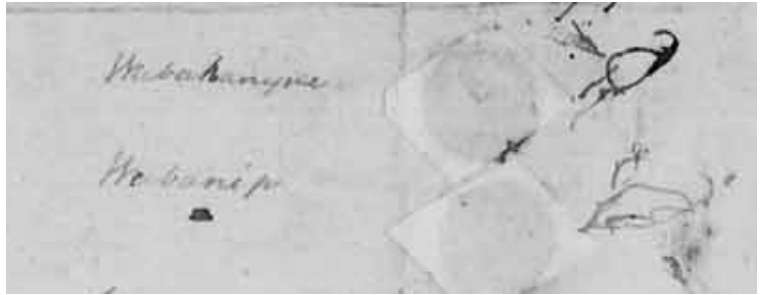
Detroit 7 March 1794. (Totems or marks of Chiefs)

## Treaty No. 3: Between the Lakes Treaty, 1792

### [Between the Crown and Regional (Michi Saagiig) Anishinaabe Chiefs and “Principal Women”]

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.



*Doodem signatures, from two of the Michi Saagiig Chiefs who signed No. 3: Wabakanyne and Wabanip.*

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 sake River La Tranche.

And whereas it is necessary and expedient that the boundary lines of the said parcel of land should be ore 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 nd real description of the said tractor 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 southwesterly 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 of 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 Brittannick 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 he said lake to the creek that falls from a small lakes 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 eh lands heretofore purchased from the Nation of Messisague 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 is appurtenances until His Brittanick 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 Messisague Nation, Mr. John Russeau, Interpreter, it was unanimously agreed that he King should have a right to make roads thro' the Messisague Country that the navigation of the said rivers and lakes should be open and free for His vessels and those of His subjects, that he 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 Brittanick 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.]

## Treaty No. 6: London Township Treaty, 1796

### [Between the Crown and the “Principal Chiefs, Warriors, and People” of the Anishinaabeg]

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<sup>31</sup> 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 Delaware 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

<sup>31</sup> Escunnisepe & Askunissippi were early phonetic spellings of the Anishinaabemowin name for the river, Deshkan Ziibi, or Antler River. (In most dialects of Anishinaabemowin, the “d” in “deshkan” is dropped in favour of “eshkan”; thus, “horn” (or antler) is “eshkan” in *A Concise Dictionary of Minnesota Ojibwe*. Hence, Escunnisepe is a rendering of Eshkan Ziibi. But horn/antler is given as “(n)deshkan” in *Eastern Ojibwa-Chippewa-Ottawa Dictionary* and “deshkan” in *Nishnaabemwin: Odawa & Eastern Ojibwe Dictionary* .

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

Charleveaume, }

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.]



We do certify that the following goods were delivered in our presence to the Chippewa Nation subject here to the within Deed, being the consideration therein mentioned as sent from the General Indian Store by order of the Commandant in Chief

Blankets	3 Pint	120	Iron stovels	120	Mollens	4 pieces	200 yards
3 1/2 do	290		Guns, chiefs	15	Pipes	4 pieces	3656
3 do	350		Gun powder	275	Stibland		144 yards
1 1/2 do	365		Handkerchiefs Black	12	Rifles		11
1 do	390		Ditto	12	Almonds	1/2 bushels	335 yards
Cloth	1/2 piece	91 1/2 yards	Ditto	12	Shot	1/2 bushels	2100
Ditto	1/2 piece	16 yards	Stoves	12	Stripes	1/2 piece	72
Cadies	1/2 piece	120 1/2 yards	Ditto	12	Thread	1/2 bushels	32
Collies	1/2 piece	236 yards	Knives	12	Trunks	1/2 bushels	54
Combs	1/2 piece	120	Ditto	12	Tobacco	1/2 bushels	165
Ditto	1/2 piece	100	Knives	12	Vermillion	1/2 bushels	80
Callimance	1/2 piece	120 yards	Ditto	12	Black lead	1/2 bushels	11.15.0
Embroidery	1/2 piece	24 1/2 yards	Knives	12	Ram	1/2 bushels	11.15.0
Fish Hooks	1/2 piece	140	Knives	12			
Wants	1/2 piece	1440	Knives	12			

Amounting in the whole to Twelve hundred pounds Twelve pence

*And Signed*  
 The said  
 Wm. Halliday  
 John...  
 Wm. ...  
 Wm. ...  
 Wm. ...

*Original*  
 No. 6  
 I, the said...  
 Dated the 1st day of... 1796  
 Extract in the...  
 The County of...  
 John B...  
 the...  
 1796  
 John B...  
 1796

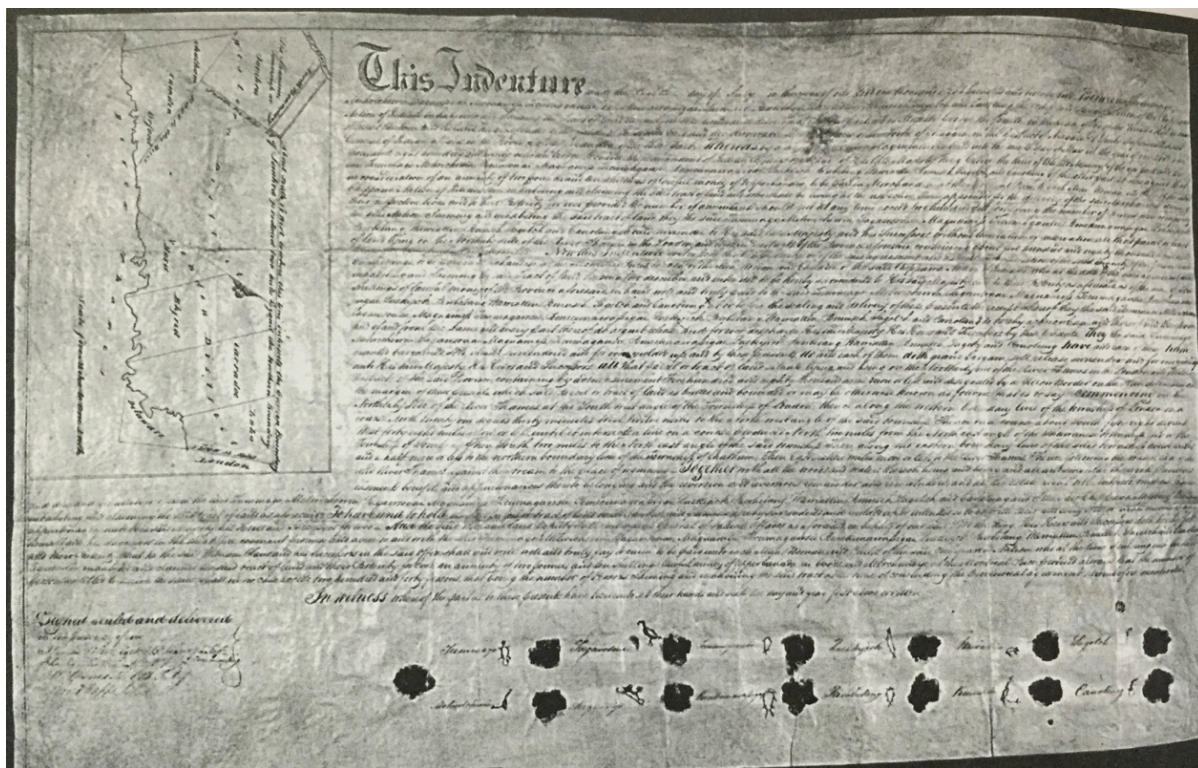
No. 2.  
 Original...  
 Dated the 1st day of... 1796

(London Township Treaty No. 6, page 2)

# Treaty No. 25: Long Woods Treaty, 1822

## [Between the Crown and Area Anishinaabe “Chiefs and Principal Men”]

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<sup>32</sup> 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

<sup>32</sup> Treaty No. 25 was a revised version of Treaty No. 280½, which in turn was a revised version of Treaty No. 21. According to Teal (2013, p. 11), these revisions “modified the method of quantity of payment to the First Nation Groups concerned, with some minor variation in the description of the land” covered by the treaty.

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.

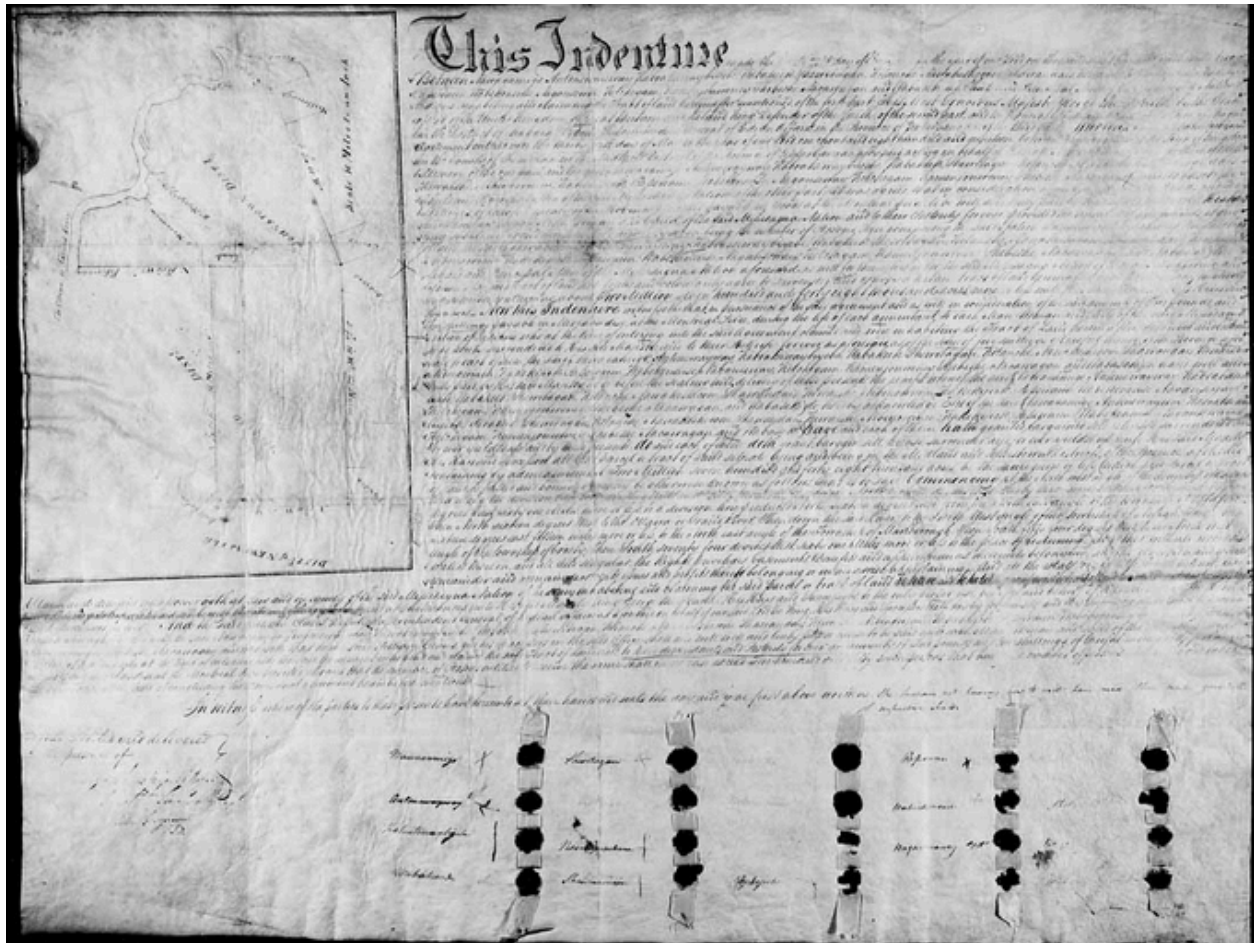
Signed, sealed and delivered in the presence of us,

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.]

# Treaty No. 29: Huron Tract Treaty, 1833

[Between Area Anishinaabeg Chiefs “and Principal Men”]



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 agreed 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 them 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 the distance of fifty-miles (on a course north forty-five degrees west) from the outlet of Burlington Bay on Lake Ontario; then on a course about north eighty-four degrees west (so as to strike Lake Huron 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.

[Addendum:]

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.]

# Works Cited

- Anderson, Jacob M. 2009. *The Lawson Site: An Early Sixteenth Century Neutral Iroquoian Fortress*. London, ON: Museum of Ontario Archaeology.
- Antone, Eileen. 1999. "The Oneida Move to Canada." In Hauptman, Laurence M., and L. Gordon McLester, eds. 1999. *The Oneida Indian Journey: From New York to Wisconsin, 1784-1860*. Madison: University of Wisconsin Press.
- Assembly of First Nations. 2016. Resolution 28/2016: United Nations Declaration on the Rights of Indigenous Peoples 10 Year Anniversary.
- Blanco, Hugo. 2009. "Hugo Blanco on 'Ecosocialism' and Indigenous Struggles." <http://climateandcapitalism.com/2009/02/16/hugo-blanco-on-ecosocialism-and-indigenous-struggles/>
- Bohaker, Heidi. 2006. "'Nindoodemag': The Significance of Algonquian Kinship Networks in the Eastern Great Lakes Region, 1600-1701." *The William and Mary Quarterly*, Third Series, Vol. 63, No. 1 (January), pp. 23-52.
- Brown, Judith K. 1970. "Economic Organization and the Position of Women among the Iroquois." *Ethnohistory* 17(3/4): 151-167
- Cooper, Martin S., and David A. Robertson. 1993. "The Norton Site (AfHh-86): The Rediscovery of a Late Iroquoian Village in London, Ontario." *Ontario Archaeology*. No. 56, pp. 33-60.
- Corbiere, Alan. 2013. "Naadowek: An Anishinaabe Perspective on the Iroquois." In Sylvia S. Kasprzycki, ed., *On the Trails of the Iroquois*. Bonn: Kunst- und Ausstellungshalle der Bundesrepublik Deutschland.
- Curno, Greg. 1996. *Deeds/Nations*. Edited by Frank Davey and Neal Ferris. London, ON: London Chapter, OAS, Occasional Papers #4.
- Deshkan Ziiibiing / Chippewas of the Thames. 2016. *Wiindmaagewin: Consultation Protocol*
- Dunbar-Ortiz, Roxanne. 2014. *An Indigenous People's History of the United States*. Boston: Beacon Press.
- Ellis, Chris, and Neal Ferris, eds. 1991. *The Archaeology of Southern Ontario to A.D. 1650*. London, ON: Ontario Archaeological Society.
- Fox, William. "Stories in Stone and Metal." In Munson and Jamieson 2013.
- Gernet, Alexander von. 1994. "Archaeology as Discourse: An Editorial Essay." *Ontario Archaeology*, No. 57, pp. 3-22.

- Grumet, Robert S. 2009. *The Munsee Indians: A History*. Norman, OK: University of Oklahoma Press.
- Henry, Myeengun. 2017. "First Nation Questions Relationship with Canada Following Court Ruling." *Toronto Star*. 11 August 2017.  
<https://www.thestar.com/opinion/commentary/2017/08/11/first-nation-questions-relationship-with-canada-following.html>
- Hill, Susan M. *The Clay We Are Made Of: Haudenosaunee Land Tenure on the Grand River*. Winnipeg: University of Manitoba Press.
- Indian Brotherhood, Northwest Territories. 1975. *The Dene Declaration*.  
<https://publicautonomy.org/2018/08/23/the-dene-declaration/>
- Indian Claims Commission. 1994. *Report on the Inquiry into the Claim of the Chippewas of the Thames: Muncey Land Claim*.
- Indian Claims Commission. 2002. *Chippewas of the Thames First Nation Inquiry, Clench Defalcation Claim*.
- Johnston, Darlene. 2006. "Connecting People to Place: Great Lakes Aboriginal History in Cultural Context." Prepared for the Ipperwash Commission of Inquiry.
- Labelle, Kathryn Magee. 2013. *Dispersed but Not Destroyed: A History of the Seventeenth-century Wendat People*. Vancouver: UBC Press.
- Miskokomon, Joe. 2013. "Affidavit of Joe Miskokomon, Chief of Chippewas of the Thames First Nation" (Re: Enbridge Pipelines Inc. Application Pursuant to Section 58 of the National Energy Board Act, Line 9B Reversal and Line 9 Capacity Expansion Project.)
- Munson, Marit K., and Susan M. Jamieson, eds. 2013. *Before Ontario: The Archaeology of a Province*. Montreal: McGill-Queen's.
- Nichols, John D., and Earl Nyholm, eds. 1995. *A Concise Dictionary of Minnesota Ojibwe*. Minneapolis: University of Minnesota Press.
- Nishnaabemwin: Odawa & Eastern Ojibwe Dictionary Online* (2015-18).  
<https://dictionary.nishnaabemwin.atlas-ling.ca>
- Pearce, Robert J. 2008-09. "Praying Mantis: A Unique Glen Meyer Village in London." *Ontario Archaeology*, 2008-09, pp. 97-120.
- Peters, Mark. 2000. "A History of the Munsee-Delaware Nation." See [munsee.ca/history-maps/](http://munsee.ca/history-maps/)
- Plain, David D. 2007. *The Plains of Aamjiwnaang: Our History*. Trafford Publishing.
- Rhodes, Richard A., ed. 1985. *Eastern Ojibwa-Chippewa-Ottawa Dictionary*. Berlin: Walter de Gruyter.

- Schmalz, Peter S. 1991. *The Ojibwa of Southern Ontario*. Revised edition. Toronto: University of Toronto Press.
- Shakóye:wa:tha (Red Jacket). 1805. "Speech to Missionary Cram." In Velie, Alan R., ed. *American Indian Literature: An Anthology*, Revised Edition. Norman, OK: University of Oklahoma Press, 1991.
- Simpson, Leanne Betasamosake. 2008. "Looking after Gdoo-naaganinaa: Precolonial Nishnaabeg Diplomatic and Treaty Relationships." *Wicazo Sa Review*. Volume 23, Number 2, Fall 2008, pp. 28-42.
- Simpson, Leanne Betasamosake. 2017. *As We Have Always Done: Indigenous Freedom through Radical Resistance*. Minneapolis: University of Minnesota Press.
- Sioui, Georges. 1999. *Huron Wendat: The Heritage of the Circle*. Vancouver: UBC Press.
- Teal, Michael. 2013. *Stage 1 Archaeological Assessment, Albert Street Bridge Replacement*. London, Ontario: Golder Associates.
- Tiro, Karim M. 2011. *The People of the Standing Stone: The Oneida Nation from the Revolution Through the Era of Removal*. Boston: University of Massachusetts Press.
- United Nations. 2008. *United Nations Declaration on the Rights of Indigenous People*
- Valentine, Randy. 2001. *Nishnaabemwin Reference Grammar*. Toronto: University of Toronto Press.
- Wilson, Jim, and Malcolm Horne. 1996. *The City of London Archaeological Master Plan*. City of London, Department of Planning and Development, Planning Division.