

PREFACE.

The first point of consideration is this: a written agreement appears to have been executed on the 30th day of June, 1871. On the face of this agreement six names appear, purporting to be the names of chiefs, who signed the aforesaid agreement, proving their concurrence in the agreement. From the appearance of the written agreement, one would fairly presume that everything connected with the affair was done in a fair and proper manner. This agreement then is the first point of consideration, which, if faithfully carried out, would have had a good result, but that not being the case we are compelled to regard it as defective and void. I will now proceed to offer a few remarks upon how the land or property is held among the natives, and in the manner it is disposed of. The Indians, although using the country collectively in a nomadic state, never reduced any portion thereof, to personal enjoyment as a separate estate or property. In fact no Indian ever had any individual separate property at all. Therefore whenever any portion of land wanted for the settlement of the whites, the Indian men, being owners, assembled in Council, and through their chiefs negotiate by treaty for a cession of the land needed; and it is an evident fact that few Indians could not, and did not, possess the power of making any transfer of land. From the fact that the land being held in common to the Indians, the annuity arising from its sale, and must be held in a similar manner before it is paid to the owners. Do we not see it at the present period whenever a requisition is to be signed and sent to the department, calling for a certain amount of money, we assemble in Council, there and then it is openly and frankly read and explained by our interpreters and when a unanimous concurrence is exhibited by the tribe. The chiefs have not till then the power of sanctioning and signing the requisition, and we all know that this has been a uniform method adopted in dealing with the natives of this continent, ever since the white man has established the institution of government among us. Any agreement or treaty to be entered between two tribes, the concurrence of the whole, or at least the majority of each band must first be obtained, otherwise the treaty made in other ways must be void and cannot stand law. This is evidently the course pursued—as will appear upon reference to various deeds of cession of lands—ever since the white man has established his institutions of government on this continent, in dealing with the natives, whether by the British, American, Colonial or Proprietary Governments, except perhaps in some exceptional cases, as when any Indian obtains a small portion of land from a tribe as an individual property, which, however, is rarely done. Now the facts in this case, as represented in the deed of cession, show that the Indians in 1827, *through their Chiefs* ceded to the Crown, for the sum of £1,100, the large tract of land bordering on Lake Huron and River St. Clair. It is obviously evident that the land was ceded for the benefit of the Indians in general. No one can, I think, contradict the fact and each one should, of course, be entitled to an equal share of the annuity representing the land ceded.

By a perusal of some papers and other correspondence, I find that the Government instructed its agents to collect the Indians to the Reserve of