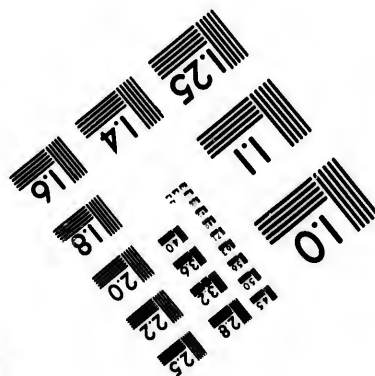
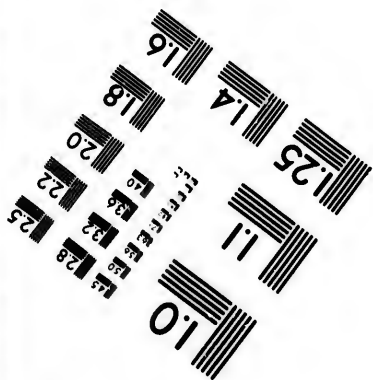
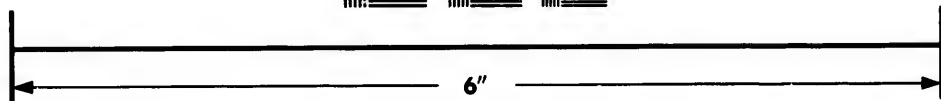
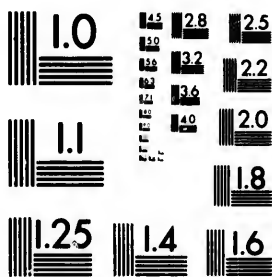


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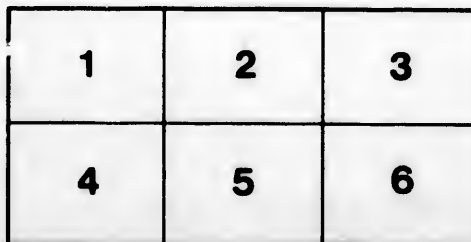
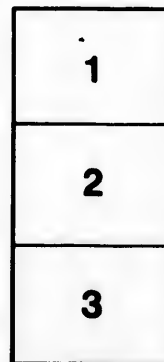
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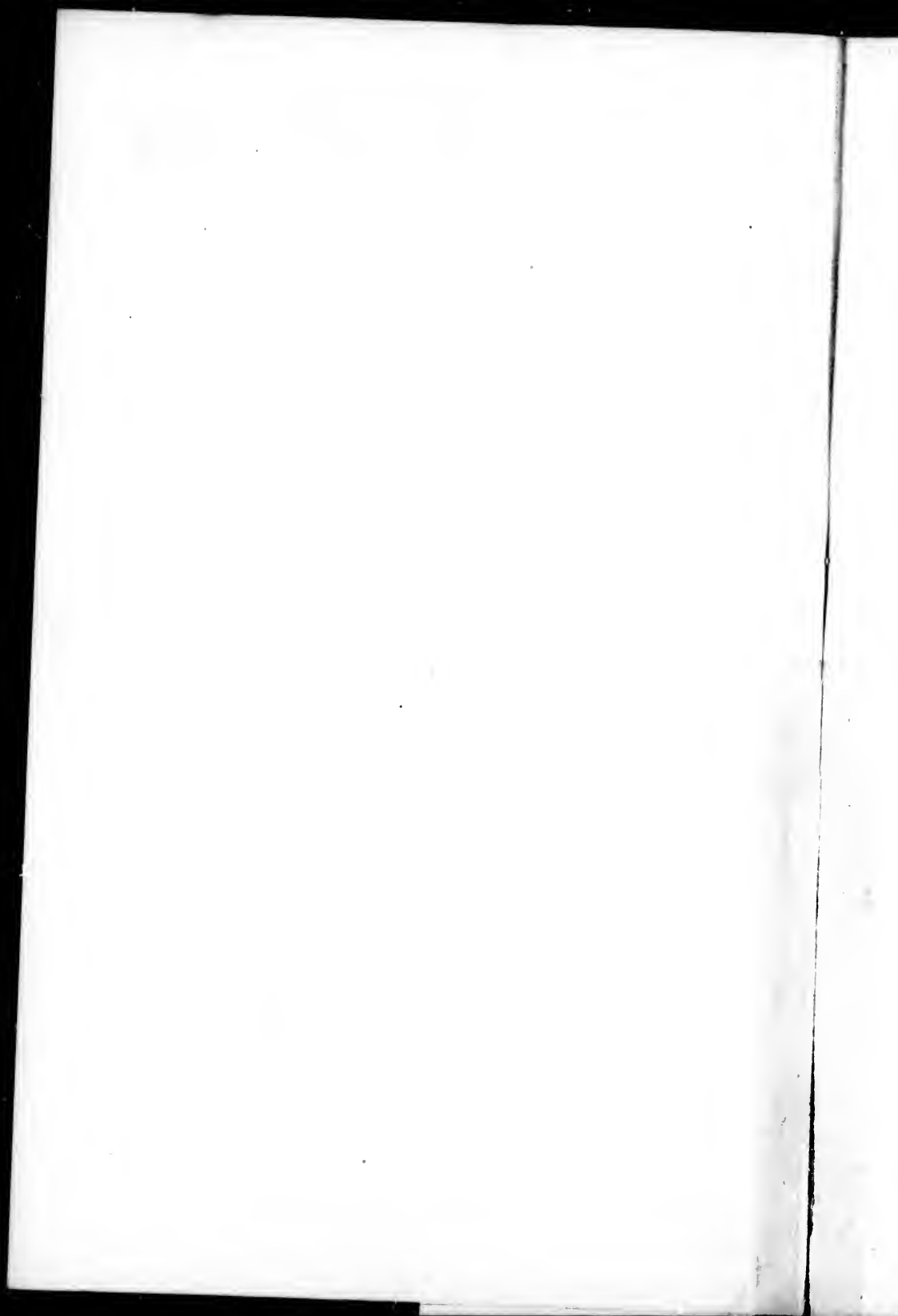
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SIX YEARS' SUMMARY
OF THE
PROCEEDINGS OF THE
NEW ENGLAND COMPANY,
FOR THE
CIVILIZATION AND CONVERSION
OF
INDIANS, BLACKS, AND PAGANS
IN THE
DOMINION OF CANADA AND THE WEST INDIES.
1873-1878.

LONDON:
PRINTED BY GILBERT AND RIVINGTON, 52, ST. JOHN'S SQUARE, E.C.
1879.

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NEW ENGLAND COMPANY.

Dated

Founded by an Act of the Long Parliament 27th July, 1649.
 Incorporated by Charter, 14 Chas. II. 7th Feb. 1661-2.
 Regulated by three Decrees in Chancery.

1. As to Charter Funds 26th July, 1836.
2. „ the Hon. Robert Boyle's Funds 23rd April, 1792.
3. „ Dr. Daniel Williams' Funds . 8th Aug. 1808.

OFFICERS, 1879.

GOVERNOR. Elected.

MEYER, JAMES 30th Jan. 1868.

TREASURER.

HEYWOOD, JAMES, M.A., F.R.S. 18th March, 1867.

AUDITORS. Appointed.

BROWELL, EDWARD MASH 18th March, 1867.
 LISTER, ISAAC SOLLY 25th Jan. 1870.
 FORD, JOHN WALKER 14th Dec. 1870.

CLERK.

VENNING, WALTER CHARLES 10th Jan. 1859.

ACCOUNTANT AND ASSISTANT CLERK.

VENNING, WM. MARSHALL, B.C.L., M.A. . 4th August, 1877.

LAND AGENTS.

ALLEN, ROBERT, Kent Estates. 17th June, 1864.
 SOLLY, JOHN, Essex do. 2nd Oct., 1875.

LIST OF MEMBERS.

Corrected to 1st September, 1879.

Name.	Address.	Date of Election.
Ainsworth, David	Wray Castle, Ambleside	25th May, 1876.
Ashhurst, Henry George	9, Fenchurch Street, E.C.	25th May, 1876.
Botsford, Hon. Amos Edwin	Sackville, Westmoreland, New Brunswick, Canada	3rd July, 1872.
Bowles, Henry Carrington	Myddelton House, Waltham Cross, Herts	23rd Dec., 1868.
Browell, Edward Mash	Feltham, Middlesex	13th June, 1861.
Bury, Viscount, P.C., K.C.M.G.	65 Princes Gate, S.W.	16th May, 1860.
Busk, Henry William	4, New Square, Lincoln's Inn, W.C.	30th July, 1830.
Busk, Thomas Teshmaker, M.A.	Ford's Grove, Winchmore Hill, N.	1st April, 1874.
Chesley, Solomon Youmans	Stewart Street, Ottawa, Canada	3rd July, 1872.
Curtis, Thomas	The Hall, Berkhamstead	13th May, 1857.
Esdalle, Edward	Ockley, Dorking	21st July, 1848.
Ford, Edward	Old Park, Enfield, N.	11th May, 1855.
Ford, John Walker	8, Walbrook, E.C.	17th June, 1870.
Fowler, Robert Nicholas, Ald.	50, Cornhill, E.C.	18th March, 1867.
Fuller, Benjamin	Hyde House, Chesham, Bucks	30th Oct., 1838.
Fuller, John Stratton	Germans, Chesham, Bucks	16th May, 1860.
Harman, John	73, Lombard Street, E.C.	23rd Dec., 1868.
Heywood, James, M.A., F.R.S.	26, Kensington Palace Gardens, W.	25th July, 1851.
Hurrell, Swann	Cambridge	3rd July, 1872.
Lawrence, William, Ald.	75, Lancaster Gate, W.	18th March, 1867.
Lawrence, Sir James Clarke, Bart., M.P., Ald.	75, Lancaster Gate, W.	17th June, 1870.
Le Breton, Francis	21, Sussex Place, Regent's Park, N.W.	13th June, 186 .
Lister, Isaac Solly	3, Laurence Pountney Hill, E.C.	18th March, 1867.
Lister, Henry John	11, Eldon Road, Hampstead, N.W.	30th June, 1869.
Margrave, Thomas	Paris	30th Oct., 1838.
Meyer, James	Forty Hall, Enfield, N.	21st July, 1848.
Milner-Gibson, Rt. Hon. Thos.	5, Hyde Park Place, W.	30th Oct., 1838.
Noel, Hon. Henry Lewis	17, Westbourne Terrace, W.	3rd July, 1872.
Puget, John	28, Boltens, Brompton, S.W.	13th Aug., 1844.
Preston, Staunton William	7, Eldon Road, Hampstead, N.W.	7th March, 1878.
Scott, Russell, Jun.	The Chestnuts, Branch Hill, Hampstead, N.W.	23rd Nov., 1876.
Solly, William Hammond	Serge Hill, Bedmont, Hemel Hempstead, Herts	25th July, 1851.
Solly, Arthur Isaac	Congleton	3rd July, 1872.

Name.	Address.	Date of Election.
Talfourd, Froome	3, The Grove, St. Ann's Hill Wandsworth, S.W.	3rd July, 1872.
Twells, Philip, M.P., M.A. . .	54, Lombard Street, E.C . . .	25th Jan., 1870.
Warren, John, LL.B., B.A. . . .	19, Aldermanbury, E.C	18th March, 1867.
Warren, Thos. Pickard	Manor House, Streatham, S.W . .	23rd Nov., 1876.
Whiteford, William	4, Elm Court, Temple, E.C	3rd July, 1872.
Wigram, Robert Money.	39, Courtfield Gardens, S.W . . .	3rd July, 1872.

MISSIONARIES, SCHOOL TEACHERS, INTER-
PRETERS, AND CATECHISTS.

1st September, 1879.

CANADA.

PROVINCE OF ONTARIO.

I. *Grand River Stations*—

MOHAWK CHURCH.

Missionary Ven. Abraham Nellos, Arch-
deacon of Brant

MOHAWK INSTITUTION.

Superintendent Mr. Robert Ashton
Matron Mrs. Robert Ashton
Schoolmaster Mr. William Butcher
Schoolmistress Miss Jennie M. Fisher
Assistant Matron Mrs. Fanny Cowle
Sewing Teacher Miss Charlotte Johnson (Indian)
Laundress Mrs. Sarah Mattingley
Carpenter Mr. Samuel J. Truman
Farm Foreman Mr. John Alexander

TUSCARORA RESERVE STATION.

Missionary (Kanyenga) Rev. Isaac Barr
Assistant Missionary
(Cayuga) Rev. Albert Anthony (Indian)
Interpreter (Kanyenga) Mr. Alexander G. Smith „
„ „ Mr. George H. M. Johnson „
Reader and Catechist „ Mr. John S. Johnson „
Interpreter and Catechist,
(Cayuga) Mr. Geo. Rokwaho Loft „
Delaware Catechist Mr. Henry Snake „

II. *Chemong and Rice Lakes Station*—

Missionary Rev. Edward Riddell Roberts
 Interpreter Mr. James McCue (Indian)
 Schoolmaster Mr. Walter Kidd
 Matron Mrs. Walter Kidd

PROVINCE OF BRITISH COLUMBIA.

III. *Vancouver Island and Lake Nicola*—

Missionary Rev. Robert James Roberts, B.A.

THE COMPANY'S ENGLISH PROPERTY,
31st December, 1878.

- I. Property subject to the Charter Trusts:—
1. (a.) Suffolk Place Farm, in the parish of Plumstead, Kent.
(b.) Land Tax thereon redeemed by the Company in 1801.
 2. Way Farm, in the parish of Minster, Isle of Thanet, Kent.
 3. (a.) Manston Court Farm, in the parishes of St. Lawrence and Minster, Isle of Thanet, Kent.
(b.) Improvements thereon.*
 4. Stanton's Farm, in the parishes of Black and White Notley, near Braintree, Essex.
 5. Nipsell's Farm, in the parish of Mayland, Essex.
 6. Six Freehold Warehouses, Nos. 67, 69, 79, 83, 85, and 87, on the south side of Southwark Street, London, subject, till Lady Day, 1946, to building leases, at ground rents of £50, £55, £162, £57, £66. 10s., and £105, respectively. Total £495. 10s.
 7. William Penoyer's Rent-charge of £10 per annum on Asten's Farm, Pulham, Norfolk, payable by the Treasurer of Christ's Hospital, London.
 8. £31,649. 4s. 8d. Consols, in the corporate name of the Official Trustees of Charitable Funds.
 9. £233. 12s. 11d. Reduced Three per Cent. Annuities, in the corporate name of the Company.
 10. (a.) Set of Chambers, first floor west, No. 1, Furnival's Inn, London, let to the Company by the late Sir Samuel Morton Peto, Bt., M.P., for the term of twenty-one years from the 25th Dec., 1865, at the yearly rent of £84.
(b.) Office-furniture, fittings, books, etc.

* See Charity Commissioners' Order of 28th Jan., 1879, p. xvi.

II. Property subject to the Trusts created by direction of the Court of Chancery to give effect to the charitable intentions expressed in the Will of the Hon. Robert Boyle, the first Governor of the Company.

1. A Rent-charge of £90 per annum payable by the Treasurer of "The Society for Advancing the Christian Faith in the West India Islands." Mr. John B. Lee, of 2, Broad Sanctuary, Westminster, is the present Treasurer. This Rent is charged on the Manor of Brafferton, near Boroughbridge, Yorkshire, and on other property of the Christian Faith Society.
2. £4,300 Reduced Three per Cent. Annuities, in the corporate name of the Company. This sum represents the accumulations of the Rent Charge during the American War of Independence.

III. Property subject to the Trusts affecting the Estate devised to the Company by the Rev. Dr. Daniel Williams :—

1. (a.) Beckingham Hall Farm, in the parish of Tolleshunt Major, Essex.
 (b.) Wildfields Farm, in the parishes of Tolleshunt Major and Tolleshunt D'Arcy, Essex.
 (c.) Land Tax on both these Farms, redeemed by the Company in 1801.
 (d.) The Rectory of Tolleshunt Major and the Rectorial Tithes of the Company's lands (387ac. 1r. 29p.), and of lands (756ac. 2r. 37p.) belonging to other landowners in that parish, and purchased by the Company in 1810, free from Land Tax.
2. (a.) Rettendon Place Farm, in the parish of Rettendon, near Rochford, Essex.
 (b.) Plummer's Wick and Muggerridge's Farm, also in the parish of Rettendon.
3. £7,275. 7s. 2d. New Three per Cent. Annuities, in the corporate name of the Official Trustees of Charitable Funds.

Further particulars of the farms and ground rents in the above list are given on the next page.

PARTICULARS OF THE COMPANY'S ENGLISH FARMS AND GROUND RENTS.
1st SEPTEMBER, 1879.

Name of Farm, &c.	Date of Acquisition.	Cost, if any.		A c. age.			Annual Rent.			Date of Expiration of Lease.	Tenants.
		£	s. d.	a.	r.	p.	£	s.	d.		
Suffolk Place. Land Tax. Beckingham. Beckingham Hall. Wildfields. Rectory.	By Parly. Corp ⁿ . 1656. " Charter " 1661. 1801 1745 1810	1,700	0 0	141	2 18	256	10 0	0	29 Sept. 1892	Joseph Wm. Wymau.	
Ground Rents of Nos. 67, 69, 79, 83, 85, and 87, Southward Street, London.	{ { 1870	13,620	11 8	351	1 2	495	0 0	0	29 Sept. 1885 " "	Jas. Algernon Piggot. Henry Bunting.	
Way.	1872	14,276	11 1	198	1 38	600	0 0	0	25 March 1946	Wm. Haynes, or his under-tenants.	
Manston Court. New buildings.	1874 1877-8	8,944	13 9	97	0 23	340	0 0	0	11 Oct. 1892	Wm. Hogbin and Jas. Crofts.	
Retendon. Retendon Place. Plummer's Wick & Muggerridge's.	1874	19,525	1 6	256	3 19	4396	5 0	0	11 Oct. 1894 29 Sept. 1886	Richard Philpott. W. Merryfield Meeson.	
Stanton's.	1875	12,475	4 9	231	2 26	346	0 0	0	" "	Wm. Taylor Meeson. Mark & Chas. Blowers Sorrell.	
Nipsell's.	1877	14,880	10 2	242	1 20	600	0 0	0	29 Sept. 1885 29 Sept. 1891	John Bunting, Jun.	

* Less £50 per annum for remainder of Lease.

† Less £50 per annum, till 25th March, 1880.

‡ Less £110 per annum for remainder of Lease.

John Bunting, Jun.

29 Sept. 1891

600 0 0

597 1 23

14,880 10 2

1877

√ Nipsell's.

* Less £50 per annum for remainder of Lease.
 † Less £50 per annum, till 25th March, 1880.
 ‡ Less £110 per annum for remainder of Lease.

SCHEDULE OF FIRE INSURANCE POLICIES ON THE FARM BUILDINGS AND OTHER PROPERTY BELONGING TO THE COMPANY IN ENGLAND, 1st SEPTEMBER, 1879.

Name of Farm, etc.	Insurance Office	No. of Policy.	Property insured.	Amount insured.	Premium.	Term of Years.
Plumstead Estate.	Hand in Hand	159,051	House and farm buildings.	£ s. d. 1,550 0 0	10 16 0	0 7 years to 18 Mar. 1885.
Way Farm.	"	159,050	House, two cottages, and farm buildings.	2,000 0 0	12 4 3	" " " "
Manston Court Farm.	"	156,392	House, cottage, and farm buildings.	1,970 0 0	23 5 0	" 21 July, 1884.
Stanton's Farm.	"	159,052	House and farm buildings.	1,705 0 0	15 7 6	" 18 Mar. 1885.
Nipsell's "	"	162,480	House, eight cottages, and farm buildings.	1,690 0 0	16 5 6	" 6 Mar. 1886.
Office, I. Furnival's Inn.	"	156,395	Furniture, etc.	300 0 0	1 16 0	" 21 July, 1884.
Beckingham Estate.	"	156,393	House, three cottages, and farm buildings.	3,500 0 0	31 10 0	" " " "
" "	"	156,394	Three cottages.	400 0 0	1 16 0	" " " "
Retendon Estate.	"	158,322	Four houses, three cottages, and farm buildings.	3,640 0 0	39 7 0	" 25 Dec., "

MANSTON COURT FARM.

ORDER OF THE CHARITY COMMISSION AS TO THE SALE OF
CONSOLS TO RAISE £450 EXPENDED ON IMPROVEMENTS AT
MANSTON COURT FARM, IN 1877-8.

In the Matter of the Charity called "The Company for the
Propagation of the Gospel in New England, and the
parts adjacent in America," commonly known as "The
NEW ENGLAND COMPANY"; and

In the Matter of "The Charitable Trusts Acts, 1853 to
1869."

Whereas the above-mentioned Company have through their
Treasurer, James Heywood, of 26, Kensington Palace Gardens,
in the County of Middlesex, Esquire, made application to The
Board of Charity Commissioners for England and Wales,
representing that the said Company had recently expended the
sum of 450*l.* out of the income of the said Charity in the erection
and alteration of certain buildings and in other improvements
upon an estate belonging to the said Company, called Manston
Court Farm, situate in the Parish of St. Lawrence, near
Ramsgate, in the County of Kent; and that, in consideration of
such outlay and improvements, the lessee of the said Farm had
covenanted to pay an additional rent of 1*l.* over and above the
rent of 3*l.* per annum reserved by his existing lease expiring
11th October 1894:

Now the said Board having considered and inquired into the
premises:

Do hereby Authorise and Confirm the said expenditure, and
do hereby Advise the said Company that they may recoup the
said payment of 450*l.* taken out of the income, by the sale (to
be effected under the further Order of the said Board) of a
sufficient portion of the sum of 31,649*l.* 4*s.* 8*d.* Consolidated 3*l.*
per Cent. Annuities standing in the books of the Governor and
Company of the Bank of England, in the name of "The Official
Trustees of Charitable Funds," to the credit of "The Charter
Trust":

Provided always, and the said Board do Order and Direct, That the amount of Consolidated 3*l.* per Cent. Annuities so to be sold as aforesaid shall be replaced out of the income of the said Charity within the period of 16 years from the date hereof :

And that for that purpose the said Official Trustees shall forthwith transfer to a separate account, to be entitled the "Investment Account," the sum of 750*l.* Consolidated 3*l.* per Cent. Annuities, part of the sum of 31,649*l.* 4*s.* 8*d.* like Stock now held by them in trust for the said Charity :

And that the said Official Trustees shall from time to time, as the same shall accrue, invest the dividends upon the said sum of 750*l.* Consolidated 3*l.* per Cent. Annuities at compound interest, in the purchase, in their name, of like Stock in trust for the said Charity, to the credit of the same account, until the amount of the said Stock so to be sold as aforesaid shall have been fully replaced :

And that, subject to the foregoing direction, the dividends shall be paid or remitted by the said Official Trustees unto the said Company or unto the person or persons who shall for the time being be authorised by the said Company to receive the same, upon their or his receipt, and that the same shall be applied by them to the purposes of the said Company.

Sealed by Order of the Board this 28th day of
January 1879.

(L.S.)

HENRY M. VANE,

Secretary.

THE COMPANY'S CANADIAN PROPERTY,*

31st December, 1878.

GRAND RIVER STATION,

BRANT COUNTY.

1. Mohawk Mission School Lot of 10 acres,† freehold, in the Township of Brantford, held under a grant from the Crown, dated 13th Feb., 1836 (registered 8th July, 1836), and comprising all the Mohawk Institution buildings, and some of the Manual Labour Farm buildings.

2. Manual Labour Farm of 200 acres,† in the Township of Brantford, held under a licence of occupation from the Crown, dated 7th April, 1859, so long as the Company maintains a Manual Labour School for the use of the Six Nations Indians, and comprising a portion of the Farm buildings, and a cottage, built in 1877, near the Mohawk Church.

3. Babcock's Lot of 32·95 acres,† freehold, in the Township of Brantford, adjoining the Manual Labour Farm and Mohawk Parsonage Lot, purchased in 1864 of Mr. Babcock's representatives, for \$42.25 per acre, and conveyed by a registered deed, dated the 12th July, 1864, to Mr., now Archdeacon Nelles, in trust for the Company. It includes a cottage, built in 1877, and the carpenter's workshop attached to the Mohawk Institution.

4. 6·164 acres,† adjoining the north side of Babcock's Lot, purchased in 1876, for \$74, and conveyed to the Company, in fee, by a grant from the Crown, dated 29th April, 1876, and registered on the 19th May following.

5. Mohawk Parsonage Lot of 220 acres,† in the Township of Brantford, held under a grant from the Crown, dated

* See also History and Report, 1871, pp. 65—69.

† See Map, p. 1.

19th March, 1845 (registered 2nd April, 1845), in trust for the use of the resident Missionary of the Church of England "doing duty among the Indians settled upon the Grand River, and to his successors in the Mission for ever, as a site for his and their residence;" with power to the Company to appoint new trustees. The present trustees are James Meyer, Governor of the Company, Thomas Teshmaker Busk, also a member of the Company, Abraham Nelles, Archdeacon of Brant, Isaac Barr, one of the Company's Missionaries on the Tuscarora Reserve, and Robert Ashton, Superintendent of the Mohawk Institution. With the exception of Archdeacon Nelles, who was one of the original trustees named in the grant, all the above-named trustees were appointed under a deed, dated the 19th December, 1878, and registered on the 8th February, 1879. These 220 acres of glebe land comprise the Mohawk Parsonage, with a cottage and farm buildings, and a brick field of about 16 acres, leased from year to year to Mr. William Workman.

6. Tuscarora Mission and Parsonage Lots of 54 acres, and the Tuscarora Churchyard of 1A. 0R. 30P., all in the Township of Onondaga, held under a grant from the Crown, dated 1st August, 1843 (registered 9th August, 1843), "upon trust for promoting the pious objects of the New England Company among the Six Nations of Indians residing on the Grand River, in the district of Gore and Niagara," with power to the Company to appoint new trustees. The present trustees are the same as those for the Mohawk Parsonage Lot, and, with the exception of Archdeacon Nelles, one of the original trustees, were appointed by a deed, dated the 19th December, 1878, and registered on the 8th February, 1879. The Tuscarora Church, which was built on this Lot, is no longer used, but the parsonage is still in the occupation, during the Company's pleasure, of the widow of the Rev. Adam Elliot, the Company's late Missionary at the Tuscarora Station.

7. Kanyenga Mission Lot of 5 acres (more or less), in the Township of Tuscarora, held under a grant from the Crown, dated the 28th June, 1869 (registered 28th July, 1869), to Benjamin Cronyn, Bishop of Huron (since deceased), James Meyer, Governor of the Company, and Abraham Nelles, the Company's chief Missionary, "and to their successors for ever, in such their several capacities as aforesaid, on behalf of the New England Company, and in trust for the Six Nations Indians, for the uses of a church, parsonage, and burial ground in connexion with the Church of England."*

8. Delaware Mission School Lot of 120 acres, in the Township of Cayuga, held in fee under a grant from the Crown, dated the 13th Feb., 1836 (registered 8th July, 1836), and leased to Mr. William Wilds, for \$100 per annum, for ten years, from 1st March, 1877.†

CHEMONG AND RICE LAKES STATION,

PETERBOROUGH COUNTY.

9. 1600 acres (more or less), between Chemong and Buckhorn Lakes, in the Township of Smith,‡ held under a grant from the Crown in fee, dated the 3rd April, 1837, and registered 17th October, 1837. On this grant of 1600 acres, and at the southern end of the estate, are the following buildings, belonging to the Company: The Chemong Church, Mission-house, with barns and stables, Teacher's-house and School-house, and thirty cottages, occupied by the Indians, rent free.

10. 64 acres in the Township of Smith, and adjoining the north-east side of the 1600 acres last mentioned, purchased by the Company for \$44 in 1869, and held under a

* See Map, p. 50.

† See p. 8, and Map, p. 6.

‡ See History and Report, 1871, Map, p. 149.

grant from the Crown, dated the 7th July, 1869, and registered on the 14th of the same month.

11. As to the Crown grant in 1834, to trustees of 1120 acres in the Township of Otonabee, on the north shore of Rice Lake, see p. 12.*

* See also Report, 1829, Map, p 44; and History and Report, 1871, Map, p. 149.

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SCHEDULE OF FIRE INSURANCE POLICIES ON THE BUILDINGS AND

No. of Policy.	Insurance Office.	Property insured.
1,485,598	Liverpool & London, & Globe.	Mohawk Institution.
2,461,890	" " "	" "
"	" " "	" Furniture, Stores, and Clothing.
"	" " "	" Playhouse.
"	" " "	" Parsonage.
2,459,883	" " "	" Laundry and Fittings.
2,460,053	" " "	" Two Cottages \$450 on each.
1,486,917	" " "	" Farm Buildings and Stock.
2,461,391	" " "	" Church.
2,460,638	" " "	" Glebe Cottage (\$100), Barns (\$300), and Contents (\$500).
"	" " "	Cayuga Parsonage.
2,460,000	" " "	" Church (School House No. 6).
2,459,963	" " "	Schools No. 4 (\$400), and No. 5 (\$100).
93,878	Canada's Farmers' Mutual.	Mohawk Drive House and Barn.
93,877	" " "	Tuscarora Church.
93,876	" " "	" Parsonage and Barn.
8,106	County of Brant Mutual.	Kanyenga Church.
7,527	" " "	" Parsonage and Barn.
192,025	British America.	Chemong Church (\$600), Schoolhouse (\$0) and Teacher's Residence (\$500).
86,058	Liverpool & London, & Globe.	Chemong Parsonage (\$1650), Stable (\$75), Shed (\$25).

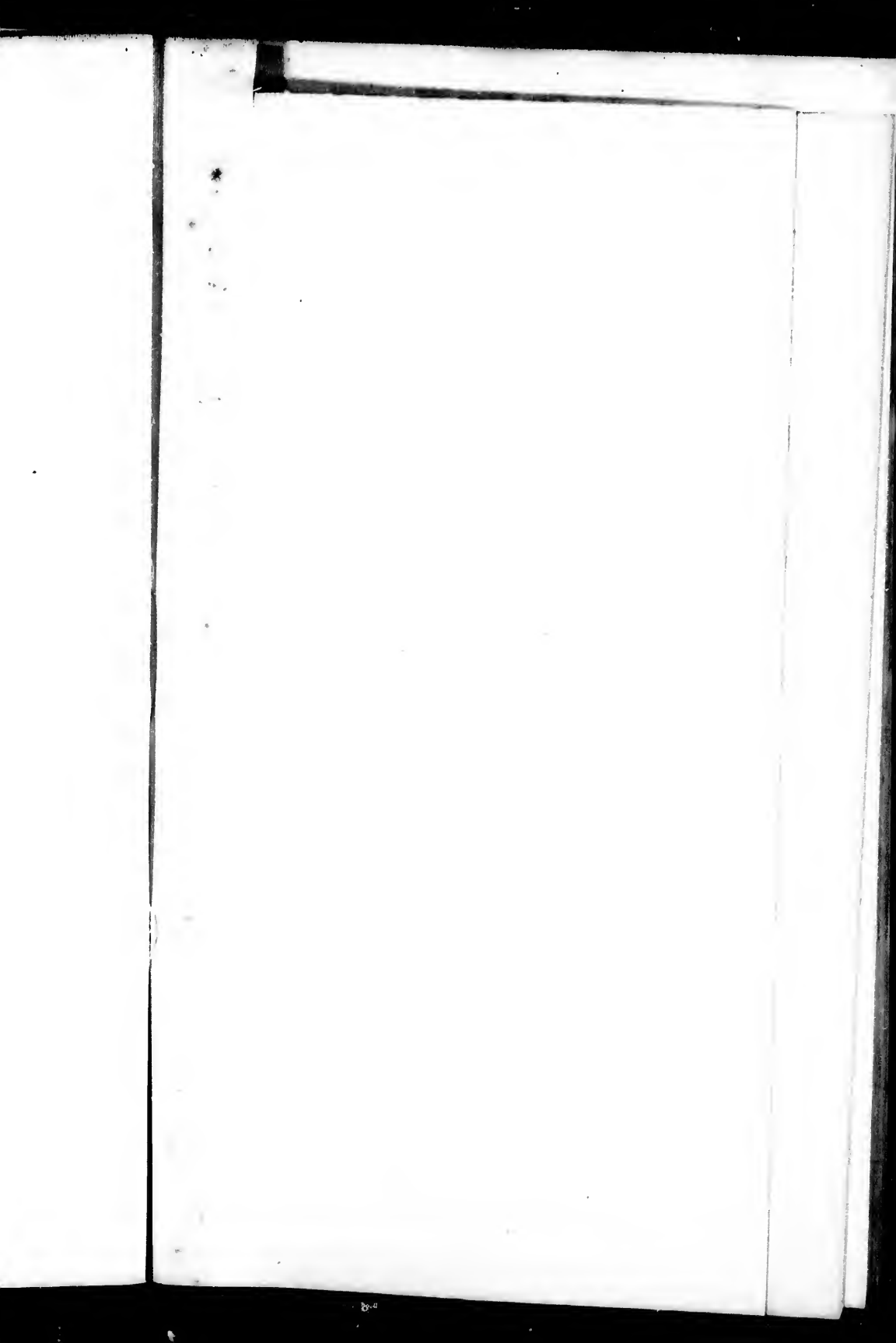
BUILDINGS AND OTHER PROPERTY OF THE COMPANY IN CANADA, 1st APRIL, 1879.

Estimated Value.	Amount insured.	Person insured.	Premium.	Term of Years.
} 10,000	{ \$4,000	R. Ashton, Esq.	\$50	3 Years, to 22 March, 1880.
		" "	98.15	" 1 " 1882.
3,000	2,000	" "	" "	" " " "
400	250	" "	" "	" " " "
2,000	2,000	" "	" "	" " " "
2,500	2,000	" "	25	" 24 Nov. 1880.
1,200	900	" "	9	" " "
7,500	4,000	" "	40	" 1 April, 1882.
1,500	400	" "	20	" 1 March, 1882.
600	} 900	" "	9	" 4 July, 1881.
700				
2,000	1,500	" "	" "	" " "
1,700	1,200	" "	18	" 22 Dec. 1880,
700	500	" "	7.50	" 12 Dec. 1880.
500	320	" "	3	" 2 August, 1879.
Not used.	1,000	Rev. A. Elliot.	7.50	" 9 " "
1,500	1,300	" "	11.70	" " " "
5,000	3,000	Rev. Jas. Chance.	37.50 Premium Notes.	" 18 Feb. 1881.
3,500	2,200	" "	28 Premium Notes.	" 2 May, 1880.
2,200	1,200	New England Co.	12	" 17 Dec. 1880.
3,300	1,750	" "	13.40	" " "

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PLAN
of the
**New England Company's
Estate.**

IN THE TOWNSHIP OF BRANTFORD
COUNTY OF BRANT, ONTARIO.

1879.

REFERENCES.

- A. *Mehawk Mission School Lot Ten acres*
 B. *Site of the Old Institution Buildings (ceeds 29 perches)*
 C. *Mehawk Church and Church yard*
- a. *Mehawk Institution Building*
 b. *Laundry*
 c. *Farm Buildings and Yard*
 d. *Stables and Implement House*
 e. *Wool shed and Tool house*
 f. *Boys' W.C.*
 g. *Girls' D^o*
 h. *Boys' Play shed*
 i. *Carpenter's Shop*
 k. *D^o Cottage*
 l. *Farm Foreman's D^o*
 m. *Horseage*
 n. *Outbuildings*
 o. *Farm Buildings*
 p. *Farm Labourer's Cottage*
 q. *Boundary Stones*



Scale of Chains.



THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

SIX YEARS' SUMMARY

OF THE

NEW ENGLAND COMPANY'S PROCEEDINGS,

1873-8.

THE Company's proceedings during these six years (1873-8 inclusive), were of unusual interest and importance both in England and in Canada.

Further purchases of farms in Essex and Kent to an amount exceeding £55,000, were made, with the sanction of the Charity Commissioners, out of the proceeds of the sale, in 1868-9, of the Company's farms in Suffolk.

In Canada, besides a small purchase, and several sales of land, great changes were made in the Missionary arrangements, and in the Day Schools on the Tuscarora Reserve, as well as at the Mohawk Institution.

This six years' summary of the Company's proceedings, from 1873-8, may be conveniently divided as follows :—

- I.—ENGLISH TRANSACTIONS.
- II.—TRANSACTIONS IN BRITISH NORTH AMERICA.
 - i.—CANADIAN LAND GRANTS.
 - ii.—MOHAWK CHURCH.
 - iii.—MOHAWK INSTITUTION.
 - iv.—TUSCARORA CHURCH.
 - v.—KANYENGA STATION.
 - vi.—CAYUGA STATION.
 - vii.—TUSCARORA RESERVE STATION.
 - viii.—TUSCARORA RESERVE DAY SCHOOLS.
 - ix.—CHEMONG AND RICE LAKES STATION.
 - x.—BRITISH COLUMBIA.
 - xi.—BAY OF QUINTÉ.
 - xii.—WALPOLE ISLAND.
 - xiii.—MIDDLESEX COUNTY.
 - xiv.—SASKATCHEWAN.
 - xv.—NEW BRUNSWICK.
- III.—TRANSACTIONS IN THE WEST INDIES.—JAMAICA.

I.—ENGLISH TRANSACTIONS, 1873-8.

During the six years since 1872, the Company, with the sanction of the Charity Commissioners (based on reports made by the Commissioners' Surveyor), purchased four estates, one called Manston Court, in Kent, and three in Essex, called respectively Rettendon, Stanton's, and Nipsell's. Full particulars of these purchases appear on the next page.

PARTICULARS OF ESTATES PURCHASED BY THE NEW ENGLAND COMPANY,
DURING THE YEARS 1873-8.

Date of purchase.	Parish and County.	Acreage.	Name of Estate.	Purchase Money.	Costs.	Total Cost.	Stock sold to realise purchase-money and costs.	Fund on account of which the purchase was made.
				£ s. d.	£ s. d.	£ s. d.	£ s. d.	
1874	Rettendon, Essex.	a. r. p. 256 3 19	Rettendon Place Farm.	19,180 0 0	345 1 6	19,525 1 6	New Three per cents. 21,171 9 5	Dr. Williams' Trust.
"	St. Lawrence, and Minster, Kent.	231 2 26	Plummer's Wick & Muggerridge's Farms.	*8,766 8 6 450 0 0	178 5 3	8,944 13 9 450 0 0	Consols. 9,071 2 7 469 7 3	Charter Trust.
1875	Black and White Nootley, Essex.	242 1 20	Stanton's.	12,250 0 0	225 4 9	12,475 4 9	13,540 5 10	"
1877	Mayland, Essex.	597 1 23	Nipsell's.	14,500 0 0	280 10 2	14,980 10 2	15,770 15 5	"

* Inclusive of £16 8s. 6d. for timber.

During these six years the Company granted or renewed leases of Suffolk Place Farm, Plumstead, and of both the farms at Beckingham. For particulars of these and the other leases of the Company's English property, see page xiv.

The tenant of Nipsell's Farm gave the Company notice, determining his tenancy at Michaelmas, 1877, and declined the terms of renewal which the Company considered reasonable. The farm was therefore for a few weeks vacant, and the Company had no alternative, while seeking a new tenant, but to farm the estate at their own cost, and under the personal supervision of Mr. John Solly, the agent of their Essex estates. In January, 1878, the farm was let, on the best terms obtainable, to Mr. John Bunting, junior, a brother of Mr. Henry Bunting, the Company's present tenant of the smaller of the two farms at Beckingham.

In the course of the year 1877-8, the Company expended £450 in erecting a granary and new cottage, and effecting some other improvements at Manston Court Farm, Kent. An agreement was made with the tenant to pay an additional rent, equivalent to four per cent. interest on the outlay, *i.e.*, £18 in addition to the rent of £340 a year. With reference to this capital expenditure on the farm, the Charity Commissioners, on the 28th January, 1879, made the order of that date, which will be found *ante*, page xvi.

An agreement was made in 1874, with Mr. Robert Allen, the Company's land agent in Kent, to inspect the Company's farms there twice at least in each year, at a salary of £20 per annum, and on the death, in 1875, of Mr. Thomas Solly, the agent for the Company's Essex estates, his brother, Mr. John Solly, was appointed to succeed him.

In the year 1877, the Tolleshunt Major School Board took compulsorily from the Company half an acre of land at Beckingham, as a site for a new school, to be erected by

the Board, and paid the Company for their purchase £52 10s. 0d., which has been invested in £54 13s. 7d. New Three per Cents., on account of Dr. Williams' Trust.

A Milner's fire-proof safe of great strength was purchased in 1874 for £35, and placed in the Company's Office, 1, Furnival's Inn, for the security of the Company's books, and more important documents.

Within the last two years the Company's office-furniture and farm-buildings have been insured under septennial policies, in the Hand-in-Hand Insurance Office, New Bridge Street, London. Particulars of these policies, and of the fire insurances on the buildings and other property of the Company in Canada, will be found *ante*, pp. xv, xxii, xxiii.

At a Court of the Company held on the 19th December, 1878, the Company's seal was affixed to an address of congratulation to the Marquis of Lorne and H.R.H. the Princess Louise, on the appointment of the former as Governor-General of Canada. A gracious reply to the address was shortly afterwards received from His Excellency.

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II.—PROCEEDINGS IN BRITISH NORTH AMERICA.

i. CANADIAN LAND GRANTS.

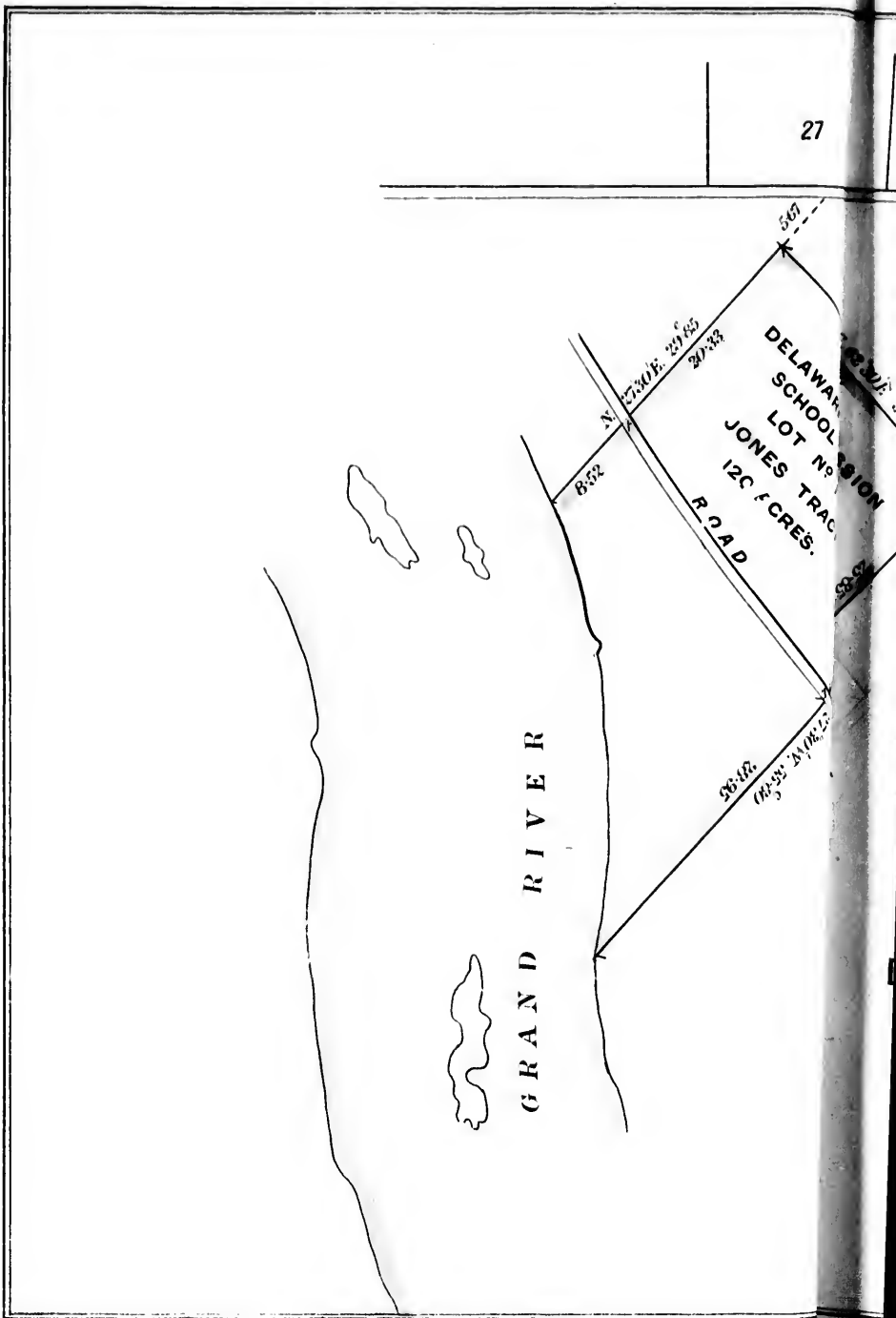
The five parcels of ground contained in the Government grant to the Company in 1836,* comprised ten acres on the south-west side of the Grand River, near the Mohawk Church. On these ten acres the Institution buildings, or a large part of them, stand. The same grant comprised four Mission School Lots on the north-east side of the Grand River. Of these, the Mohawk Mission School Lot of 50 acres, at no great distance from the Institution, as the crow flies, but two miles or more from it by road, was never of any use to the Company, and always lay waste. It was, after much deliberation, sold in 1877 for \$60 per acre to Mr. William Lovejoy, the owner of adjoining land.† The other three Mission School Lots, the Oneida, Onondaga, and Delaware, were estimated to consist of 100 acres each, and on each of them the Company, soon after the year 1835, built Schools and School Teachers' Residences, which were used by the children of the Red men till their removal to the south side of the river. The Oneida Mission School Lot was distant about three miles below Brantford, the Onondaga about ten miles below the Oneida, and the Delaware about ten miles below the Onondaga. These three lots were rendered useless for school purposes to the Six Nations Indians by the gradual removal of all the Indians from the north-east to the south-west side of the Grand River, and were accordingly, at first, let on leases, but it was found that the difficulties inseparable from the management in England of landed, and, possibly, some of it mining property in three widely dispersed situations in Canada,

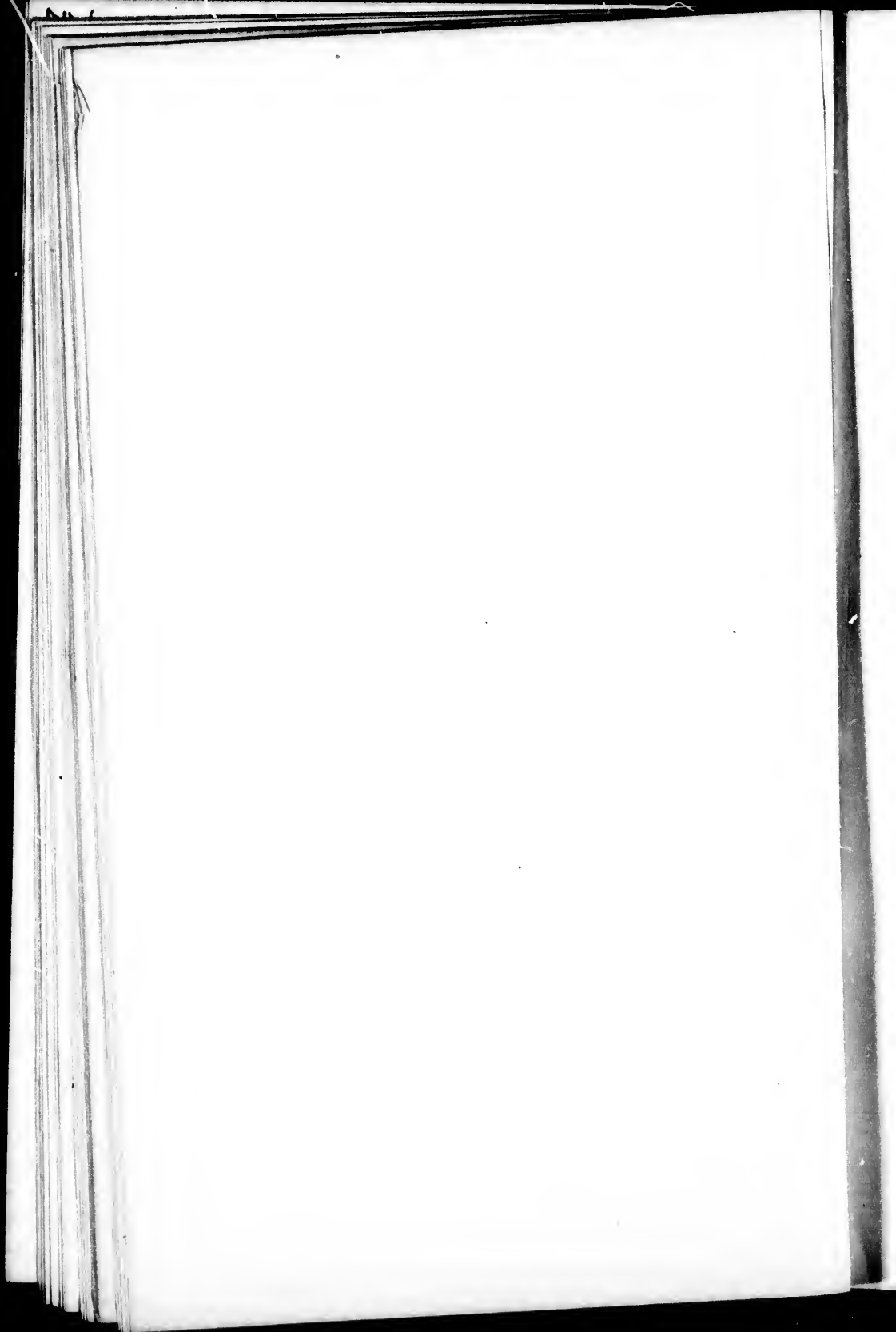
* History and Report, 1871, p. 65.

† See Annual Accounts, 1878, page 27.

PORTII

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rendered a different disposition of these Lots preferable. There was also much to be done in the way of draining, fencing, and building, before the land could be of any value. Under these circumstances the Company's best policy appeared to be to sell these three Lots, if fair prices could be obtained for them. Accordingly, in July, 1873, an offer made by a White School Board for the purchase of $1\frac{1}{2}$ acres, (part of the Oneida Mission School Lot), at \$150 per acre, was at once accepted by the Company under the advice of Canon Nelles, Mr. Ashton, and the Canadian authorities consulted by them.

The remainder of the Oneida Mission School Lot was sold by auction, in several parcels, in 1874, and the Onondaga Mission School Lot was sold in two parcels in 1876. All these sales were duly completed.

The Delaware Mission School Lot (see Map) was surveyed in 1874* and found to contain 115 acres within the metes and bounds of the Company's patent, and, deducting three acres for drowned land, was sold by auction as 112 acres at \$47.50 per acre to Mr. David McClung for \$5320 on which he paid \$1064 as a deposit of 20 per cent. But after he had for more than two years made default in paying the balance of the purchase-money, his deposit was, by arrangement, in 1877 forfeited to the Company, and he became tenant of the Lot at a yearly rent of \$100.

With the exception of £15 4s. 1d. expended in the purchase in 1875 of the 6.164 acres adjoining Babcock's Lot,† the net proceeds of all these Mission School Lot sales were invested in Consols in the names of the Official Trustees of Charitable Funds on account of the Charter Trust Fund.

Particulars of the sales are given on the following page. The preliminary and other expenses incidental thereto are deducted from the purchase-money before accounting for the net proceeds for investment.

* Re-surveyed in 1879 and found to contain 120 acres.

† See Map, p. 1.

SALES OF CANADIAN LAND GRANTS, DURING THE YEARS 1873-7.

Mission School Lots.	Acreage.	Date of sale.	Price at which the Lot was sold.	Net proceeds of sale.	Investment of net proceeds.	Trust Fund.
Onondaga	100	1876	\$2452	<p style="text-align: center;">£ s. d.</p> <p style="text-align: center;">15 4 1</p> <p style="text-align: center;">466 9 8</p> <p style="text-align: center;">609 15 2</p>	<p style="text-align: center;">Acres.</p> <p style="text-align: center;">6.164 adjoining Babcock's Lot.*</p> <p style="text-align: center;">£ s. d.</p> <p style="text-align: center;">492 0 6</p> <p style="text-align: center;">633 12 9</p>	<p style="text-align: center;">Charter.</p> <p style="text-align: center;">"</p> <p style="text-align: center;">"</p>
Mohawk, Part of	50	1877	\$3000			
Oreida	1½	1873	\$225	<p style="text-align: center;">46 4 8</p> <p style="text-align: center;">855 7 1</p> <p style="text-align: center;">113 0 0</p>	<p style="text-align: center;">48 7 11</p> <p style="text-align: center;">898 13 11</p>	<p style="text-align: center;">"</p> <p style="text-align: center;">"</p>
"	98½	1874	\$4985			
Delaware	115	1874	(Deposit \$1064 paid on account of price, \$5320.)†	187 0 0	306 10 3	"
Total ...				£2293 0 8	£2379 5 4	Consols.

* See History and Report, 1871, p. 66, and map, p. 6, ante.

† See p. 7.

In May, 1878, David McClung's lease of the Delaware Mission School Lot was surrendered, and the lot re-let by the Company to Mr. William Wilds at a rent of \$100 per annum, payable yearly on the 1st Nov., the term being ten years from the 1st March, 1877, and the Company to assist him in erecting buildings on the land, by allowing him either the first two years rent (\$200), upon Mr. Ashton being satisfied that he had erected buildings of the value of \$300 at the least, or two thirds of the cost of the buildings which might be erected, not exceeding \$200 in the whole.

The outlay occasioned to the Company in establishing the Cayuga Mission* under the Rev. R. J. Roberts, amounted in February and March, 1874, to about £800, and was in the first instance met by loans to that amount made by the bankers of the Company. On all hands it was felt that it would be very convenient to repay these loans out of the proceeds † then coming in from the sales in progress of the above-mentioned Mission School Lots. Some, however, of the members of the Company feared that these were not loans which could be properly repaid out of capital, and were of opinion that the proceeds of the sales of the different lots comprised in the Government grant of 13th February, 1836, ‡ ought to be invested in Government Annuities, or some equally safe security. On this subject great difference of opinion long existed among the members of the Company, and conflicting resolutions were passed and a committee of six members laboured in vain to solve the difficulty. An application by several members to the Charity Commissioners for their advice or direction was refused on the ground of the Commissioners' alleged want of authority over charities administered abroad and apparently in forgetfulness of an express decision of the Court of

• Report, 1871-2, pp. 53, 64.

† Report, 1871-2, p. 30-36, 332, and ant. p. 8.

‡ History and Report, 1871, p. 65.

Appeal in Chancery in 1867, in the case of Taylor's Charity for the promotion of Christian education in Jamaica.*

Ultimately the Company, on the 9th of August, 1875, sent the following letter to the Commissioners:—

“I am directed by the New England Company to bring the following circumstances to the notice of the Commissioners.

“During the years 1873-4, the expenses incurred in Canada by the Company in the execution of the trusts for the benefit of the Indians, under pressing and exceptional circumstances, exceeded the amount of the income of their property.

“To meet this expenditure they were, in the months of February and March in the present year, accommodated by their bankers with a temporary loan to the amount of £800.

“Had they not received this accommodation, the operations of the Company must have been impeded, to the great injury of the Indians.

“The sum of £1155 7s. 1d.† arising from the sale of property belonging to the Company in Canada was in the month of March last received and placed on a deposit account with their bankers, Messrs Barnett and Co.

“The Company has given very careful consideration to the question of the way in which this money should be applied, and at a meeting of the Court on the 16th day of June last, the following resolution was passed:

“That out of the sum now on deposit at the Company's bankers, the sum of £800 be at once repaid to the bankers, and that the Clerk be desired to request the Charity Commissioners, after the 31st December, 1876, to deduct £100, half-yearly out of the dividends arising from the Consolidated Annuities in the names of the Official Trustees of Charitable Funds belonging to the New England Company for four years, in order that such deductions may be invested in Consols for the New England Company by the Official Trustees, and that the balance of the money on deposit at the bankers be at once invested in the same manner.”

“In pursuance of this Resolution and for the purpose of replacing the said sum of £800 repaid to the bankers on the 19th day of June last on permanent investments as part of the capital of the Company, I am directed to apply to the Commissioners that they will give directions to the Official Trustees of Charitable Funds from and after the 31st December, 1876, (at which time the Company anticipate a considerable

* *Re Duncan*, 8th March, 1867, Law Rep. 2 Chanc. 356.

† See Annual Accounts, 1876, p. 19.

increase to their income from their recent investments in land) to deduct from each half-yearly payment of dividend upon the amount invested in their names on behalf of the Company (the Charter Fund) the sum of £100, and invest it from time to time in the purchase of 'Three per Cent. Reduced Annuities, on account of the Company, until the entire sum of £800 shall have been so deducted and invested, in order that in the course of the four following years, the said sum of £800 may have been recouped to the capital of the Company.'

"WALTER C. VENNING,
Clerk to the Company."

The Commissioners' answer, dated 20th August, 1875, was as follows:—

"Your letter of the 9th inst. has been under consideration. It has already been intimated to some individual members of the Company that, although this Board has, with regard to the property of the Company situated in England, exercised its jurisdiction under the Charitable Trusts Acts, yet the Commissioners are of opinion that such jurisdiction could not be properly extended to matters affecting the internal administration of the trust in Canada. The sale of part of the Charity property situate in Canada, and the application of the proceeds are of this character. But the Commissioners will, under the circumstances stated in your above-mentioned letter, be prepared to advise the Trustees that they may recoup out of the income of their trust the sum of £800, which they had borrowed from their bankers, and which they subsequently repaid to them out of the proceeds of a sale of Charity property in Canada. For this purpose the Commissioners will be prepared, in due course, to direct 'The Official Trustees of Charitable Funds' to retain out of the dividends arising from 'The Charter Fund' the sum of £100 half-yearly, and to invest the same in Consolidated Three per Cent Annuities in trust for the same fund, such retention of dividends to commence from and after the 31st December, 1876."

"H. M. VASE,
Secretary."

Four of the five trustees named in the two grants made in 1837 and 1845 of the Tuscarora Mission and Parsonage Lots (containing together 54 acres, besides the church-yard, of 1ac. 0r. 30p.), and of the Mohawk Parsonage Lot of

220 acres,* having departed this life, leaving the Rev. Abraham Nelles (afterwards Canon Nelles, and now Archdeacon of Brant, in the diocese of Huron), the sole surviving trustee in each case, the Company, on the 19th December, 1878, in exercise of the powers contained in those grants, appointed four new trustees to act jointly with the Ven. Archdeacon, viz.:—James Meyer, the present Governor of the Company; Thomas Teshmaker Busk, also a member of the Company, and the eldest son of the late Governor; Isaac Barr, one of the Company's Missionaries on the Tuscarora Reserve; and Robert Ashton, the Superintendent of the Mohawk Institution.

At the same time the Governor, Treasurer, and Clerk were authorized to affix the Company's seal to a deed for appointing new trustees of the 1120 acres at Rice Lake, held under the grant dated the 19th April, 1834.† The Rev. Alexander Neill Bethune, who became, in 1867, Bishop of Toronto, was the last survivor of the trustees named in this grant, and died on the 3rd February, 1879.‡ The new Trustees will then probably be the Honourable Am s Edwin Botsford, a member of the Company; James Hall, M.P. for Peterborough, Ontario; George Rogers, barrister, of Peterborough, Ontario; William Plummer, Visiting

* See History and Report, 1871, pp. 65-6.

† See History and Report, 1871, p. 67. This grant was duly registered 30th May, 1834.

‡ Whether the late Bishop had ever conveyed or joined in conveying the legal estate in the 1120 acres to the new Trustees, who were, from time to time (as it is supposed), appointed after 1837, when the Rev. Richard Scott, the Company's missionary at Rice Lake died, and before his own death, has not yet been ascertained. Some of these deeds of appointment were destroyed by a fire at Peterborough, Ontario, in 1857, and all seem to have been more or less irregular or incomplete. Among the newly-appointed Trustees, Mr. E. R. Roberts, himself, was one, and now all but he have died or resigned. He writes in sanguine expectation of getting the draft of a new appointment of Trustees, and conveyance to them by the Bishop's representative speedily completed and approved. If he succeeds, no time will be lost in getting the deed engrossed and executed.

Superintendent and Commissioner of Indian Affairs, Toronto,* and Edward Riddell Roberts, the Company's Missionary at Chemong and Rico Lakes.

In the History and Report of the Company's proceedings printed in 1871, a plot of 70 acres in the Township of Cramahe, Northumberland County, purchased by the Company in 1837 for £300, and conveyed by the Rev. Richard Scott to the Hon. Zacchæus Burnham and the Hon. T. A. Stewart, in trust for the Company, with power to the Company to appoint new trustees was included in the list of their Canadian property, given on pages 65 to 69 of that volume. It was found, however, in 1873 that partly in consequence of an undisclosed mortgage on the property at the date of its conveyance to the Company, and owing to the sudden death of Mr. Scott, and his having left his affairs in an unsettled state, other parties had obtained possession of the land, and on making inquiry of Messrs. Mowat, MacLennan, and Downey, an eminent firm of solicitors at Toronto, with the view of recovering the property, the Company was advised that it would be useless to take proceedings for the purpose, as may be seen from the following extract from Messrs. Mowat and Co.'s letter on the subject dated the 4th July, 1873:—

"It appearing that more than twenty years have elapsed since the parcel of 70 acres was sold and conveyed to the New England Company, and that the property has been for more than twenty years in possession and occupation of other persons paying no rent to the Company, and in no other way acknowledging the Company's title, the Company has clearly lost its title to the property."

* Mr. Plummer's official position may render his appointment as a trustee under the Crown grant of 1834 undesirable or unsuitable.

ii. MOHAWK CHURCH.

During the whole of these six years the ordinary congregation has consisted, generally and almost entirely, of the members of the Mohawk Institution,—Confirmation and other special services being, however, held there occasionally.

On 25th August, 1874, His Excellency the then Governor-General of the Dominion, and the Countess of Dufferin, were pleased to visit the Six Nations Indians at their Council House on the Tuscarora Reserve. They first drove to the Mohawk Church, where the Company's missionaries presented an address to His Excellency, (which was read by the Rev. Canon Nelles), reminding his lordship that this is the oldest Protestant place of worship in the province of Ontario, and that at the instance of the celebrated chief, Joseph Brant (Thayendanegea), it had been erected by the British Government for the benefit of the Indians, and that the following instructions were issued by the Colonial Office, in 1670:—

“You are to consider how the Indians may be best instructed in the Christian religion, it being both for the honour of the Crown, and of the Protestant religion itself that all persons within any of our territories, though ever so remote, should be taught the knowledge of God, and be made acquainted with the mysteries of salvation.”

The address also called attention to the Bible and Communion plate, gifts of H.M. Queen Anne, in 1712, “to her Indian Chapel of the Mohawks.” His Excellency made a suitable reply to the address, and added his signature on the fly leaf of the Bible, below those of H.R.H. the late Prince Consort, and of H.R.H. the Prince Arthur, now Duke of Connaught.

On leaving the church, the tomb of Captain Joseph Brant was visited, before continuing the drive to the

Council House. There addresses of welcome were presented by some of the Indian chiefs, and the Six Nations' Agricultural Society, and replied to by his Excellency, and he was subsequently entertained at a public luncheon in Styers' Hall.

On the 26th of September, 1875, the Rev. James Chance (in the absence of the Rev. Canon Nelles, who was confined to his bed by a severe attack of illness), officiated at the Mohawk Church, and preached to "the congregation of little ones." He reported that they were remarkably attentive, and that he was very much pleased with the appearance of the children, with their singing, responses, and devout conduct during the whole service, and that there were some few adult Indians present, from different parts of the Reserve, and that he also officiated at the afternoon service, which was very interesting.

It may be useful to record that, measured from door to door, the church is distant 1042 yards from the Mohawk Institution.*

* See Map, p. 1.

iii. MOHAWK INSTITUTION.

During these six years the Special Committee have kept steadily in view the recorded desire* of the Company to raise to the proper standard of efficiency the Mohawk Institution and the several day-schools on the Indian Reserve, so that the education given there should be sufficient for all classes of Indian pupils.

Towards accomplishing this result great progress has been made since 1872 at the Institution. Important alterations have been gradually introduced in the discipline and instruction of the children, as well as in the arrangements for the comfort and accommodation of the inmates of the Institution. These improvements have been made in the building itself, in the outbuildings, in the gardens and yards, and in the manual labour farm.

The old workshops near the church have been entirely removed, being past repair and useless. New buildings have in many instances been erected, often, of late, by the resident carpenter and the boys trained under him.†

The general rules ‡ established in October, 1872, by the Special Committee for the management of the Institution and day-schools were supplemented by time-tables, and received some modifications in 1873 and 1874.

The time-table acted on in 1873 and 1874 was soon slightly altered, so that instead of the boys attending school on alternate days, they were arranged in three divisions, one only of the three divisions being employed out of school in turn. Thus all attend school four days and work two days in the week. Sometimes, indeed, in winter, each division is sub-divided, and thus each boy is out of school

* Report, 1871-2, p. 98.

† See Map, p. 1.

‡ Report, 1871-2, p. 134. A short sketch of the foundation and progress of the Institution is given in the same Report, pp. 65-72.

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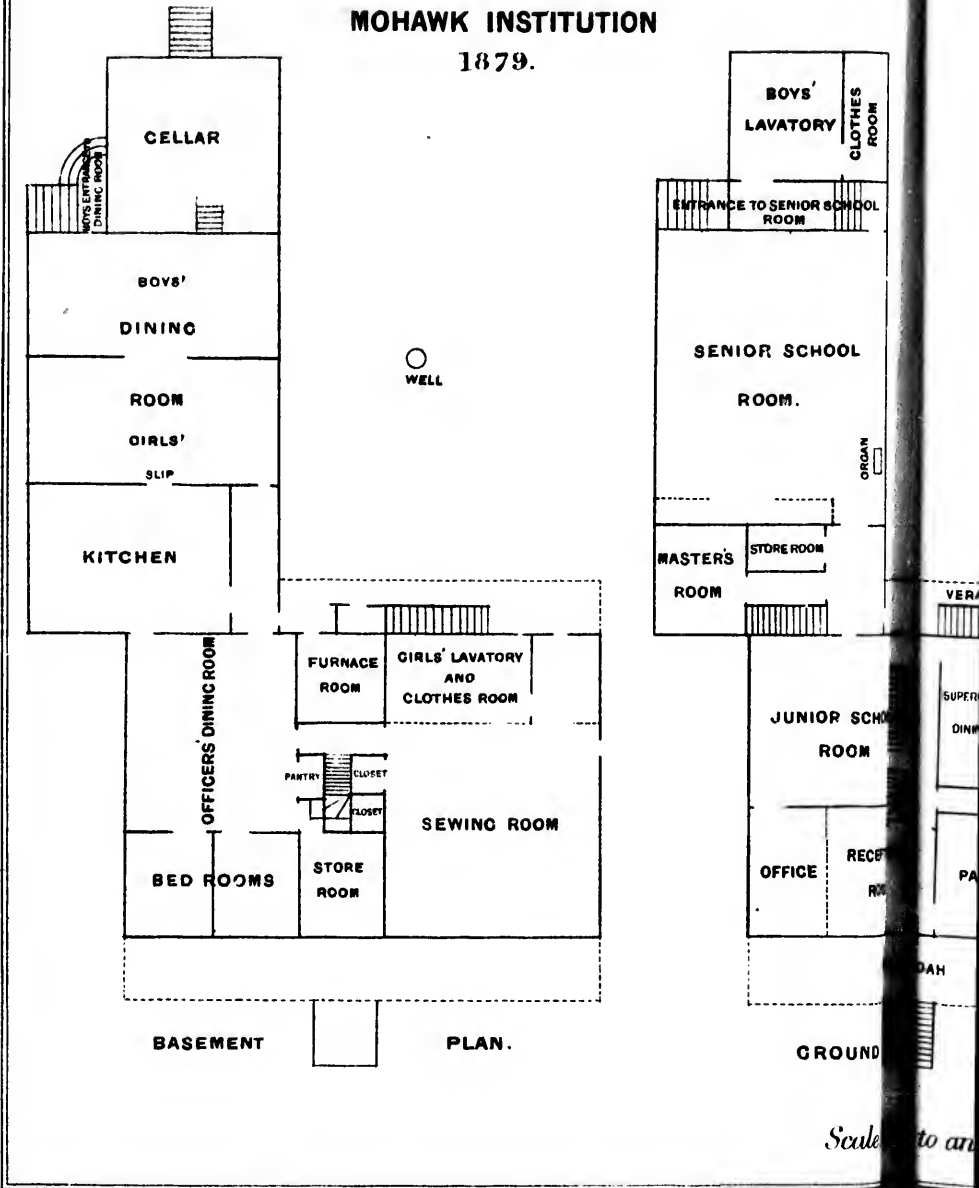
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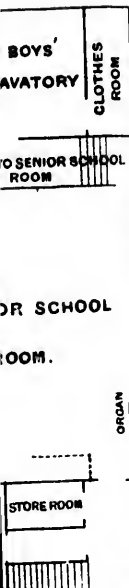
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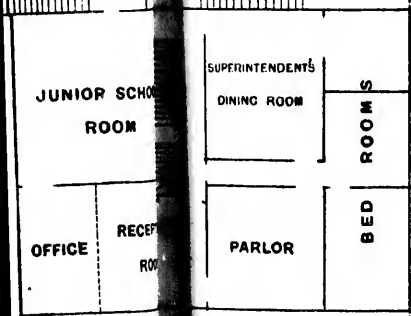


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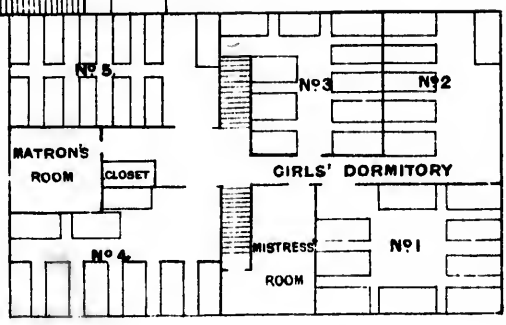
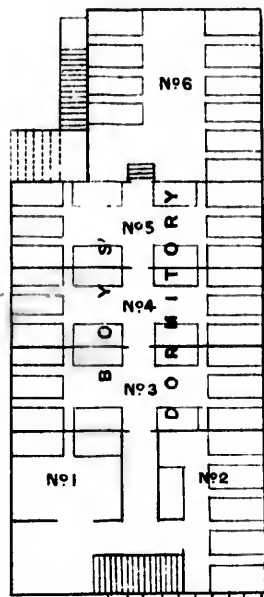


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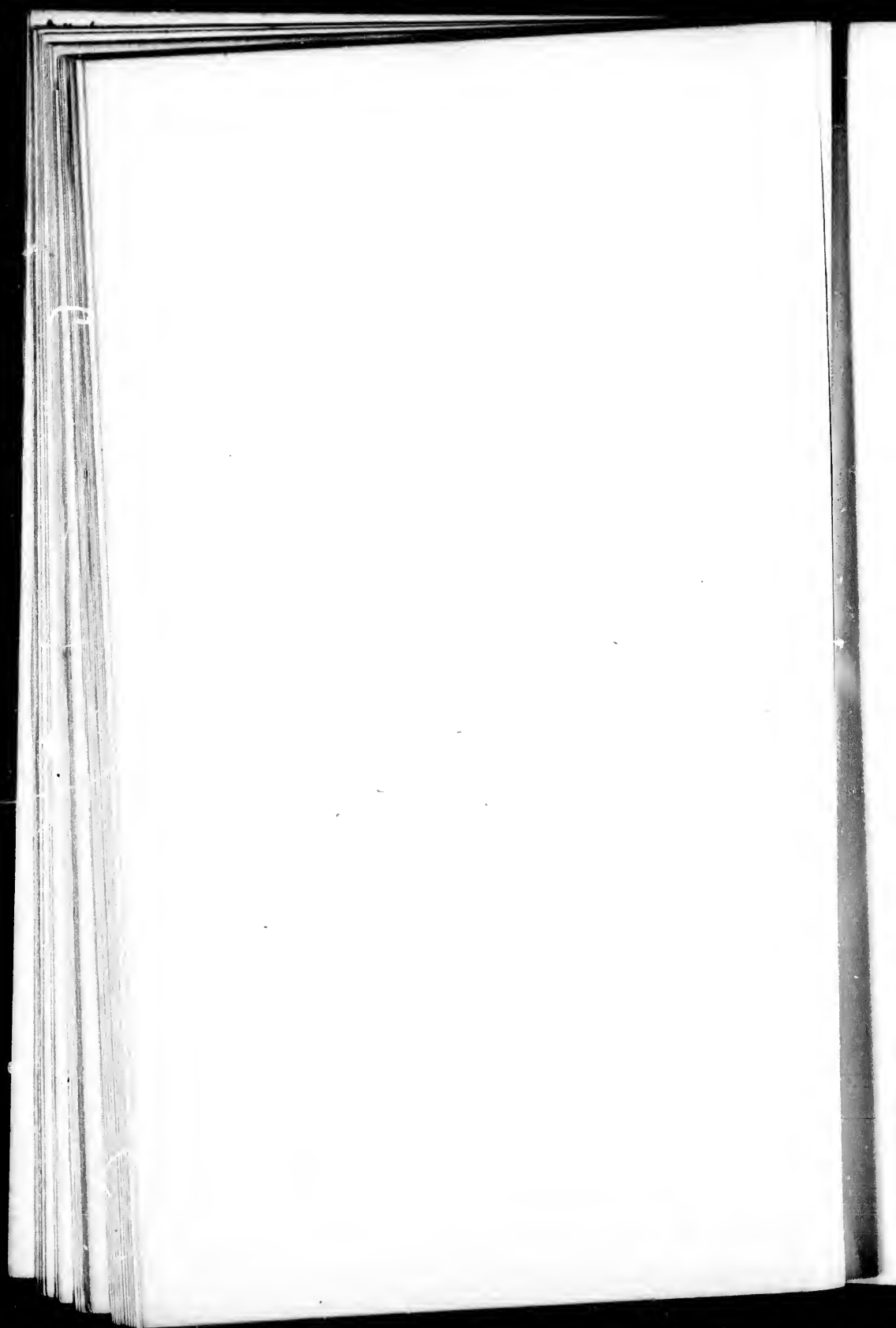
GROUND

PLAN.



DORMITORY PLAN.
(FIRST FLOOR)

Scale to an inch.



one day only in the week. At other times ample employment out of doors is found for the full division, some being engaged in manufacturing hurdles for movable fences, and others in various occupations about the farm-buildings, attending the cattle, etc.

In the year 1873 the number of pupils in the Institution fluctuated considerably, and by the end of the year had dropped to a total of 41—23 boys and 18 girls. In each succeeding year, however, the numbers increased as follows:—

1874	December	Boys 40	Girls 24	Total 64
1875	"	" 40	" 35	" 75
1876	"	" 42	" 38	" 80
1877	"	" 40	" 41	" 81
1878	"	" 40	" 45	" 85

Early in 1873 Mr. and Mrs. Griffith, the boys' school-master and the matron, resigned their situations in the Institution. Considering the length and fidelity of their services and their age and failing powers, the Company presented them with eighty guineas, a gratuity which they most thankfully received. Other changes also took place in the subordinate offices in the Institution.

On the recommendation of the Board of Missionaries, and with the concurrence of Mr. Ashton, the Superintendent, Mr. Isaac Barefoot* was appointed as teacher of the boys in the Institution, in place of Mr. Griffith. At the same time Miss Jennie M. Fisher was appointed as teacher of the girls there, in place of Mr. Barefoot, from 1st May, 1873. A great improvement was soon made in the Institution by adopting the usual practice in Canadian schools of *mixed classes*,—Miss Fisher taking charge of the two junior classes of boys and girls, and Mr. Barefoot taking the two senior classes of both sexes—Mr. Ashton himself taking some of

* Report, 1872, pp. 159—164. He was a Catechist for many years, and has since been ordained and appointed by the Bishop of Huron, to the sole charge of Point Edward, Lambton Co., in succession to the Rev. I. Barr.

the subjects in each division, and giving a general superintendence to all the classes. The children, too, are not confined to school work, the boys taking part in the outdoor work, both gardening and farming, and carpentering, etc.; and the girls being taught to use the sewing and knitting machines and mangle, and assisting in cooking and house work, and making and mending the clothes, etc. worn by the children or used in the house.

Some few, on leaving the Institution, have gone into service in suitable places, and some even, while still resident in the Institution, have been bound apprentice to different trades in or near Brantford.

The testimony of two of the Indians themselves is worth recording. On the 18th of May, 1873, two Indian mothers, Mrs. Smith and Mrs. Davis, visited the Institution and saw the children at dinner. They expressed surprise at various complaints they had heard respecting the food supplied to the children, as from what they saw they considered it excellent both in quantity and quality.

Occasionally visits have been paid to the Institution by benevolent persons interested in the welfare and elevation of the Red race. One of the earliest of these visits, after Mr. Ashton had taken charge of the Institution, was paid in July, 1873, by the late lamented Mary Carpenter, of Bristol, and her youngest brother Dr. Philip P. Carpenter, then of Montreal, with his wife, and the Superintendent of Indian affairs. They were all greatly interested and pleased with what they saw during the hour and more which they were able to spend in the Institution.

In Juno, 1874, Miss Carpenter testified the interest she felt in the children by kindly sending them from England a parcel containing illustrated books and papers, with some specimens of needlework.

More than three years after this visit to the Institution, Dr. Philip P. Carpenter having occasion to protest publicly against the treatment which some of the Indians met with

in the western part of Canada, bore high testimony to the work in progress among the Indians on the Grand River, and at the New England Company's "excellent Industrial School." So deep was the impression made on their minds by this visit in July, 1873.

In the same year another English lady, Miss Florence Lees, "the Miss Nightingale of the Franco-Prussian War," visited America on a mission of charity to inspect the gaols, hospitals, and benevolent institutions on that continent. In company with a lady from Hamilton (Mrs. Colonel Burton), she arrived in November, 1873, at the Kanyenga Parsonage, and they spent several days there as the guests of the Rev. James and Mrs. Chance, visiting several of the Indian schools on the Reserve, and their Long house or pagan temple, as well as the Rev. Adam and Mrs. Elliot, in the Tuscarora Parsonage north of the Grand River, and ultimately, on the 28th November, 1873, visited the Mohawk Institution, where they saw the children at dinner, and afterwards heard them sing. Miss Lees, at Mr. Ashton's request, addressed a few words to the children. When writing, a few days later, Mr. Chance reported to the Company that Miss Lees was charmed with the children's singing, as he thought she well might be, for that Mr. Ashton had unquestionably made a vast improvement in that respect.

Two Indian missionaries from the North West, and a missionary from India, with a Wesleyan minister from Brantford, (the Rev. Messrs. Young, Crosby, Messmore, and Keefer), visited the Institution in February, 1874, and heard the children exercised in reading, geography, singing, etc. Before leaving they severally addressed the pupils, and expressed themselves as highly gratified at all they had seen and heard.

In July, 1874, the Hon. David Christie, the Speaker of the Dominion Senate, with Mrs. Christie, and Allen Cleghorn, Esq., of Brantford, visited and inspected the

Institution, staying about two hours. They expressed extreme gratification at noticing the marked improvements in the Institution, and in the appearance and conduct of the pupils. The greater part of the interior of the building had been recently painted (under Mr. Ashton's supervision), by the boys themselves. Mr. Ashton had the satisfaction of reporting, on 1st. August, 1874, that both the teachers (Mr. Barefoot and Miss Fisher), had evinced the utmost interest in the improvement and welfare of the scholars, and that in the pupils themselves he observed rapidly increasing intelligence, energy, and cheerfulness.

Before the Institution closed for the Christmas vacation, in 1874, Mr. Ashton held a public examination, to which parents and guardians of pupils, and friends of the Indians were invited. About forty persons were present, though the weather was unfavourable—a violent storm of wind and snow rendering it scarcely safe to venture out. The pupils were examined in reading, geography, grammar, human physiology, and Scripture history. After the examination Lieut.-Colonel Gilkison distributed the prizes awarded during the year. The pupils sang a selection of sacred and secular music, and were afterwards addressed by several of the gentlemen present. The visitors generally expressed themselves as pleased and surprised at the proficiency displayed by the pupils in the various subjects in which they were examined.

After the vacation, and the Institution had reopened, the Hon. David Laird, Minister of the Interior and Superintendent-General of Indian Affairs, accompanied by the Hon. David Christie, Speaker of the Senate, Colonel Gilkison, and Mr. Cleghorn, visited and inspected the Institution, and examined the pupils in their classes. The Minister's entry in the visitors' book was:—

“Visited this Institution on the 16th January, 1875, and found the arrangements for the improvement of the pupils almost perfect. The apartments are scrupulously clean, and every effort seems to be made

on the part of the manager, Mr. Ashton, and his assistants, to forward the educational interests of those committed to their care. The pupils read tolerably well, write with great ease, and sing very sweetly. Was most pleased with the pains taken to promote the religious and moral well-being of the Indian youths in the Institution."

The Speaker's entry was:—

"I am much pleased with what I have seen and heard at the Mohawk Institution to-day. The New England Company deserve the thanks and best wishes of the people of Canada for the good work which they and their officers are doing amongst the Six Nations Indians."

The Institution was visited on the 25th May, 1875, by the Rev. Dr. Fyfe, the Rev. Messrs. Porter and Alexander Stewart, and others, when Dr. Fyfe made the following entry in the visitors' book:—

"I have been much pleased with what I have seen of the order, progress, and management of this Institution to-day."

On 13th July, 1875, Dr. H. J. Borthwick, Inspector of Public Schools, Ottawa (with several friends), visited the Institution and made the following entry in the visitors' book:

"I have visited this Institution this day, and am very much pleased with its arrangements, both internally and externally, and sincerely hope it may be instrumental in doing much good."

This visit being after 3.30 p.m. the schools had closed, and the children were at their industrial occupations. On the evening of the 15th of July, 1875, Dr. Borthwick and his friends made a second visit to the Institution, to hear the pupils sing. Having done so, he addressed the children, and in the course of his address told them he had never heard any school singing equal theirs.

On the 17th and 18th September, 1875, E. A. Meredith, Esq., Deputy of the Minister of the Interior, and Deputy of the Superintendent-General of Indian affairs, (accompanied by Lieut.-Colonel Gilkison, Local Superintendent of

Indians), visited the Institution, and his entry in the visitors' book is,—

"I visited and carefully went through the Institution, and was present while the children were examined in grammar, and went through their reading and arithmetic lessons. I was much pleased and surprised with the creditable proficiency of many of the pupils, and by their general intelligence of manner. The order and neatness which prevailed throughout the Institution were most pleasing."

Two days later the Rev. Thomas Ryder, of Nottingham, (England), as well as several ladies and gentlemen, visited the Institution, and his entry in the visitors' book is:—

"I have enjoyed greatly my visit to this Institution, which I consider under admirable management. The children all seem very happy, and their attainments in grammar, writing, and singing are greatly above the average of many scholars in English schools."

On the 22nd of February, 1876, while Mr. Ashton was out on business, the Rev. E. C. W. McColl, Congregational minister at Brantford, with several friends, visited the Institution, and left the following remarks in the visitors' book:—

"In a few minutes spent in the Institution, I was much surprised at the bright, happy appearance of the pupils, and the very good reading which I heard. The kind endeavours of the teachers are evidently producing results which must be a reward to themselves as well as the means of immeasurable good to their *protégés*."

On the 12th of February, 1877, the Bishop of Huron (with Canon Nelles) visited the Institution, and expressed himself much pleased with all he saw. He also made this entry in the visitors' book:—

"I have been much pleased with the neat and systematic internal arrangements of the Institution, and with the scholastic training of the Indian children."

About the same time Samuel Morris and Thomas P. Cope,

from Philadelphia, (members of the Society of Orthodox Friends, having the supervision of a large portion of the Indian territory, United States of America), visited the Institution, and wrote thus in the visitors' book :—

“ We are greatly pleased with the excellent order and the good work which is evidently done by the Mohawk Institution.”

On the 24th July, 1877, the Honourable David Mills, Minister of the Interior and Superintendent-General of Indian Affairs, and William Paterson, Esq., M.P. for S. Brant, signed the following entry in the visitors' book :—

“ The undersigned have to-day visited this Institution, and have great pleasure in recording the gratification they feel at the satisfactory manner in which it is conducted.”

In his Annual Report for the year 1876-7, on the Indians of the Grand River Superintendency, addressed to the Superintendent-General of Indian Affairs, Lieutenant-Colonel J. T. Gilkison, the Visiting Superintendent and Commissioner at Brantford, made the following remarks on the Institution :—

“ The Mohawk Institute maintains its high reputation, and does its great and good work under the New England Company, nearly ninety children being there. A large addition has been built, affording more comfort to the pupils, and the surrounding grounds are improved and beautified.”

In his Report for the year ending 30th June, 1878, dated the 20th September, 1878, he says on the same subject :—

“ It is pleasing to again allude to the admirable Mohawk Institute supported by the New England Company ; about ninety children are there, its doors being open to and availed of by children from Indian bands throughout Ontario and Quebec.”

In March, 1878, the Rev. R. J. Roberts visited the Institution and went through all the farm buildings, and every-

where observed good order and neatness; remarking also the additional improvements made since his last visit, a few months previously.

In the morning of the 25th of May, 1878, L. Vankoughnet, Esq., Deputy Superintendent-General of Indian Affairs, accompanied by Colonel Gilkison, spent an hour in the Institution and expressed himself both surprised and pleased at the condition of the Institution, and the attainments and manners of the pupils.

With reference to this visit, Mr. Vankoughnet in his Annual Report dated 21st December, 1878, to Sir John A. Macdonald, K.C.B., Premier of Canada, and Superintendent-General of Indian affairs, speaks as follows:—

“I had the pleasure last spring of visiting the Mohawk Institution, and gladly place on record the gratification it afforded me to see how efficiently the Institution was conducted under the active supervision of Mr. Ashton, the principal, and his assistants. The children looked healthy, clean, well dressed, and quite contented.

“Mr. Ashton was good enough to have them examined before me in their several studies; and I have much pleasure in stating that their proficiency in the several branches of education is remarkable, and would be considered creditable even for white children.

“The cleanliness and comfort which characterizes all the different departments of the Institution is exceedingly praiseworthy; and one could not but feel thankful that, outside of the Department, there should be a Company having such a deep interest in the welfare of the Indian race as to found an Institution of the kind for the benefit of the rising generation of Indians.”

Colonel Gilkison, a few days later, writing to the Clerk of the Company, mentioned this visit, and added that they were much pleased with the management, and that Mr. Vankoughnet addressed the children in happy terms; and that the improvements in the building and outside are very good and creditable to Mr. Ashton's taste. The Colonel at the same time expressed a hope that it might be in the power of the Company to enlarge the premises, or have another building erected for younger children, which he

thought would be productive of greater benefits to the Indian race.

On the 12th of June, 1878, the Institution was visited by Mr. Stanley Pumphrey, of Worcester, England, who is interesting himself in the civilization of Indians in the United States, and he made this entry in the visitors' book :—

"I am much pleased with the system adopted here for the improvement of the Indian children, and especially in their industrial training, which is what the tribes so greatly stand in need of."

At the Mohawk Institution, on 20th December, 1878, Canon Nelles, J. Mills, Esq., M.A., Principal, and Angus Mackintosh, Esq., Mathematical Master of Brantford Collegiate Institute, Dr. Griffin, and others, were present in the evening at the closing exercises. Principal Mills addressed the pupils, complimenting them very highly on their reading and singing. He considered their exercises equal, if not superior, to any he had ever listened to of pupils of a similar age. He had never visited the Institution before, but, from the two pupils (Green and Jones) who had attended the Collegiate Institution from there, he had been convinced that whoever taught them had done so thoroughly. But he was perfectly astonished at the excellent order they had maintained throughout the evening; he did not believe such discipline could be witnessed anywhere else.

Satisfactory as is this six years' stream of testimony, it must not be understood that there have not been great difficulties to be overcome, and even offences to be deplored, and if possible corrected.

Occasionally the welfare of the younger boys and girls in the Institution has demanded the expulsion of older children guilty of some aggravated offence or of repeated misconduct, *e.g.*, incorrigible thieves, cheats, or liars. In one instance

Mr. Ashton had to report, with deep regret, towards the end of the year 1876, that one of the pupils had been guilty of stealing a prayer-book from a store in Brantford, into which he had gone for the purchase of two hymn books. The boy—an Oneida, and grandson of a native Methodist missionary—had always borne a most excellent character and had evidently yielded to a sudden temptation, for which he was believed to be soon deeply and sincerely penitent. The police magistrate before whom the boy was brought the next day, on investigation of the charge, admonished the boy, and handed the case over to Mr. Ashton to deal with. Mr. Ashton inflicted adequate corporal punishment, and in consideration of the boy's former good character and apparent contrition, did not dismiss him from the Institution. This, it is right to record, is the only charge of misconduct ever brought in a public court against a pupil of the Institution during Mr. Ashton's superintendency, and the magistrate, in admonishing the boy, paid a high tribute to the excellent character generally borne by the lads at the Institution.

Obstruction on the part of parents is still too often an impediment to the Company's efforts to instruct and elevate the young Indians of both sexes. In some cases, however, the parents' consent having been obtained, an arrangement has been made to pay a boy pupil at the rate of 25 cents per week (on good conduct and industry) during the first year of his apprenticeship, half to be paid to the boy monthly, and half to be carried to his account towards supplying him with necessary tools if he satisfactorily completes his term of three years. The apprentice generally boards and lodges at the Institution, and attends evening school there.

A taste for farming, on a methodical and scientific plan, has undoubtedly been fostered in many boys by their training at the Institution, and in some of the senior aborigines by the perusal of Whitcombe's 'Manual of Agriculture,' which is reported to be the best work on Canadian agri-

culture, and was largely circulated among the Indians in the Cayuga Mission by Mr. R. J. Roberts, before his removal to Vancouver Island.

One object kept in view by Mr. Ashton has been to assimilate the course of instruction at the Institution as closely as possible with the educational system of the Province of Ontario, so that our pupils obtaining the highest certificate awarded in the Institution might be fitted to obtain employment as public school teachers. More than one of the Institution pupils are fairly rivalling their white competitors.

In June, 1875, Mr. Ashton sent Thomas D. Green, one of the Institution boys, to attend the examination of candidates for admission into the Brantford High School, or Collegiate Institute. The boy obtained the highest number of marks of any of the forty-one candidates from the public schools of the County of Brant. His age was then 17½ years. He had been admitted into the Institution, in Jan., 1873, and had been a monitor there for the last two years. His superior ability and application had placed him educationally far beyond any of the other pupils then in the Institution, so that the schoolmaster could not devote to him all the attention he required, except at the expense of the other children.

On Mr. Ashton's recommendation Thomas D. Green was permitted to attend the High School for instruction,—remaining, in all other respects, a pupil of the Institution for one year, and devoting all the time he could spare from his studies to the industrial work of the Institution. Mr. Ashton hoped, in time, to have a class of such pupils in our own schools.

At the end of his first year, July, 1876, he was successful in winning the prizes in his form, for English, Latin, mathematics, and general proficiency, and had proved himself most persevering in his studies, and he received from his masters an excellent character. The special

Committee therefore, without hesitation, extended for another year the permission for him to remain in the Mohawk Institution, receiving instruction at the Brantford Collegiate Institute, as before. He successfully passed the intermediate examination held in December, 1876, an examination which is considered to be equivalent to that for a second class Provincial certificate, and is midway between that for admission into Collegiate Institutions, and University matriculation.

In April, 1878, Thomas Green went home for a few months, preparatory to entering the Applied Science Department at McGill College, Montreal. He was prepared to bear the greater part of the expenses of his education by letting his farm, and obtaining some temporary assistance from his friends. His application to the Indian Council for assistance was refused, though the Pagans gave a nearly unanimous vote in his favour, and both Col. Gilkison and Mr. Ashton strongly recommended it. As James Mills, Esq., M.A., Principal of the Brantford Collegiate Institute, gave the young man an excellent character, and considered his abilities excelled by few, the Special Committee, at Mr. Ashton's suggestion, undertook to pay his fees, (about ten guineas per annum,) at the Montreal College.

In the summer Thomas Green matriculated at McGill College, Montreal, and the Secretary reported that the young man had passed one of the best matriculation examinations. He himself expressed, in a letter to Mr. Ashton, his gratitude for the assistance afforded him. The Committee at once gave him a prize, which it was hoped would be a real assistance to him, and would encourage him to continued efforts without injury to his self-reliance.

Soon after Christmas, 1878, the gratifying intelligence reached England, that Thomas Green, at the recent examination, had obtained the first position of his year.

In April, 1877, an intelligent half-breed, John Elliot, was at Mr. Ashton's recommendation, admitted into the Ontario

School of Agriculture at Guelph. While there he would be at no expense for board and tuition, and might probably receive from \$25 to \$50, at the end of the year. Meanwhile he would require some assistance to provide him with clothing, etc., his interest-money supplying him with pocket-money. Mr. Ashton undertook to advance him sufficient to supply necessaries, on the understanding that he returned to the Institution at the completion of his course, and repaid, by his services on the farm, the sums thus advanced; for with the training obtained at the Agricultural College, Mr. Ashton expected the young man would become well qualified to take a position at the Institution, as farm instructor.

Another pupil of the Mohawk Institution, Anna Jones, failed at Michaelmas, 1875, to obtain her certificate at the Provincial Examination of Candidates for school teacher-ships. She was, however, admitted into the Brantford Collegiate Institute as a student for a second-class certificate, and being a very promising girl, the Committee, as an inducement to greater exertion on the part of other pupils, complied with Mr. Ashton's request to have the privilege of keeping her at the Institution for a year, the fees being only \$16.

For the last four winters the pupils in the Institution have had fortnightly evening entertainments of readings, recitations, vocal and instrumental music, etc., the programme for each evening being provided by the boys and girls alternately. These entertainments are a source of great enjoyment to the pupils, and a very valuable help to the teachers, by conducing to improve the children's reading and articulation of English.

The present staff of instructors at the Institution comprises, in addition to Mr. Robert Ashton, the Superintendent, and his wife, Mrs. Ashton, who acts gratuitously as matron, Mr. S. J. Truman, master-carpenter; Mr. J. R. Alexander, farm-foreman; Mrs. F. Cowle, assistant-matron; Mrs. S.

Mattingley, laundress; and Miss C. Jolinson, sewing-teacher.

Miss Jennie M. Fisher deservedly retains her situation as school-mistress, and the Rev. Isaac Barefoot's place of school-master is now well filled by Mr. Wm. Butcher, who received his training in England,—five years as a pupil-teacher, and two years in the Highbury Training College. He holds a certificate awarded by the Education Committee of the Privy Council in England; and also a Provincial certificate in Canada, where he had taught for two years, before undertaking his duties at the Institution in November, 1877.

Through continued attacks of chill fever, Mr. Ashton's health, early in the year 1877, was very indifferent, and Dr. Griffin considered it absolutely necessary that he should take a month or six weeks' sea voyage. The Committee not only granted him at once the requisite leave of absence, but assisted him towards the expense of a visit to England, in July, August, and September, in that year. Mr. I. Barefoot (on leaving Huron College, in June, 1877, and before accepting any parochial work) took charge of the Institution for Mr. Ashton during the latter's absence. Besides reinstating his health, this visit to England enabled him to advise personally with the Committee on various matters concerning his work. Returning to the Institution on the 27th of September, Mr. Ashton felt himself considerably benefitted by the rest he had enjoyed. He found, too, that everything had gone on well during his absence, but that there had been a great deal of sickness, chiefly ague and low fever, on the Reserve, and that the pupils returned, after the holidays, less regularly and punctually than usual, and that several of them were still suffering from chill fever.

One of the more important subjects of consultation with Mr. Ashton, on the occasion of his visit to England in 1877, was a proposal to introduce an Industrial Orphanage for young children in or near the Institution. Another was

the question how best to provide against the pupils relapsing into the lower life of their parents on leaving the Institution. A third was the difficulty of interesting the parents in the education of their children, and in properly maintaining and warming the day schools.

At present the Committee has not seen the way to opening an Orphanage, but hopes to do so ere very long. Preliminary arrangements must first be matured.

On the second question, the feeling of many of the Red men is, "why teach our girls to be ladies and all that, for when they come home they must learn to be squaws?" This is but too true. For when they marry men too lazy to support them and their children decently, the work of providing for the family falls generally to the lot of the woman. She must plant and hoe the potatoes and corn, etc., or lack the necessaries of life. For she cannot find sufficiently lucrative employment in sewing, hand-knitting, straw-plaiting, or basket-work, and so, losing self-respect, she sinks in the social scale. Yet the surest road to Indian improvement is that which will elevate the social and moral condition of the young women. The difficulties in the way are many. Few can be employed as teachers among their own people. Still fewer can be induced to enter domestic service among the whites; though there would be little difficulty in providing situations in good families for all we could train. They, however, think this beneath them, and indeed are not happy among strangers. One course may be to interest the Indian girls to manufacture some article of commerce, supply them with the raw material and find a market for the goods when finished, they receiving a settled price for their work. Thus each apprentice might, in two years' time, earn enough to supply herself with a knitting-machine of her own. This experiment is now in progress, and promises well.

The Annual Reports furnished by Mr. Ashton, as Superintendent, should be read in connexion with his Report in

November, 1872, on first reaching the Institution.* The first six of these Reports (for the years 1873-8), with the Regulations for the management of the Institution, will be found in the Appendix, pp. 136--162.

* See Report 1871-2, pp. 153-163.

iv. TUSCARORA CHURCH.

During the years 1873 and 1874, the Rev. Adam Elliot continued to carry on the Company's work at this station, with the assistance of the Rev. Albert Anthony,* ordained deacon in June, 1872, and priest in October, 1873, by the Bishop of Huron. In October, 1874, Mr. Elliot accidentally fell from a carriage, and was so severely hurt as to be prevented, by the effects of his fall, from the performance of any active duties. His want of service was well supplied by his assistant, Mr. Anthony, and on the recommendation of the Bishop, the Committee increased the salary of the latter. In 1875 Mr. Elliot was somewhat better, and on one occasion at least able to preach, but age and feebleness obliged him, at the end of the year, to relinquish his appointment. When announcing this intention, he reported that the Tuscarora church, which is a wooden building, was much in need of repair, but that the parsonage might do for some time without being repaired; that he had during his residence, made many improvements and done much work upon the glebe, for which he had made no charge, and that the fences, being of wood, were much decayed, and would require mending. He also stated that they had three religious services in the Mission, one at the Delaware Settlement, in No. 5 School-house, south of the Grand River, and about nine miles from the parsonage, at which Mr. Anthony preached in the Delaware language to the Indians, about one hundred in number; that during his own illness Mr. Anthony had also officiated on Sunday mornings, at the Tuscarora church, and in the afternoon, on the south side of the river, in No. 4 School-house; that this congregation was small, there being another place in the same neighbourhood, No. 2 School-house, at which the Rev.

* Report, 1871-2, pp. 87-8, 178, 181-5.

James Chance ministered ; that as to the congregation at the Tuscarora church, it was necessarily much smaller than it had been, when many of the Indians lived near it, on the north side of the river ; that since the erection of the new churches at the Kanyenga and Cayuga Stations, many of the Indians who used to worship in the Tuscarora church, were believed to attend the ministrations of the Rev. Messrs. Chance and Roberts ; and that in his (Mr. Elliot's) opinion, the principal cause of the comparatively small attendance at the Tuscarora church was the difficulty of crossing the river in small canoes, and that if a new church could be erected on the south side of the river it would probably be well attended. He suggested, however, that as it was then inconvenient for the Company to build another church for this Mission, he saw no necessity for the immediate appointment of a missionary to succeed him on his resignation, and that Messrs. Chance and Roberts might extend their services to all the Indians on the Reserve, as Messrs. Nelles and Elliot, when living much farther apart, had for many years done, and that with a clerical assistant, he had no doubt that Mr. Chance could take charge of both the Tuscarora and the Kanyenga Missions, and that already one of Mr. Chance's congregations was composed of Indians, many of whom resided in Mr. Elliot's mission ; also, that in case this arrangement should be made, the few Indian families who yet lived on the north side of the Grand River, and understood English, might attend divine service with the white people in their two churches, the seats being all free, and each of these two churches being only about a mile distant, east and west respectively, from the old Indian church, and that this last mentioned building might, so long as it stands, still be used for occasional services and for funerals, as many of the Indians, as well as others, rest in their graves around it.

Caon Nelles, also, in May, 1875, pointed out the impor-

tance of Mr. Elliot's continuing to occupy the Tuscarora parsonage. The Committee therefore, on receipt of this intelligence, accepted Mr. Elliot's resignation, and requested him to continue his occupation of the glebe and residence in the parsonage, (where Mr. Anthony had long lived with himself and Mrs. Elliot); and thus, while relieving Mr. Elliot from the labour and responsibility of the mission, the benefit of his long experience and sound judgment was secured till his death, which occurred on the 4th of June, 1878. The Company at the same time decided to close the Tuscarora church, and rearranged the Kanyenga and Cayuga Missions, and so much of the Tuscarora Mission as was south of the river, placing Mr. Chance at Kanyenga, with Mr. Anthony as his assistant, and the Rev. R. J. Roberts at Cayuga.

Ever since Mr. Elliot's decease, his widow, who still takes an active interest in the few Indians in her immediate neighbourhood, has, at the request of the Committee, continued in the occupation of the Tuscarora parsonage and glebe, receiving also a small pension from the Company. The Bishop of Huron, as well as Mr. Ashton, speaks highly of her energy and interest in the Indians, and says she is a very efficient missionary. Shortly after Mr. Elliot's death, Mr. Ashton, on behalf of the Company, arranged with Mrs. Elliot for the removal to the Mohawk church of the organ which had been bought by her husband, in 1871, for \$170, and had been used in the Tuscarora church. On its being placed in the Mohawk church, the old organ in the latter was removed thence to the Institution, where an instrument was much needed. The Indians had intended to repay Mr. Elliot the \$170, but in fact paid him \$70 only, being unable to raise the rest. The Company accordingly, on Mr. Elliot's death, repaid his widow the balance of \$100.

v.—KANYENGA STATION.*

The Company's Missionary work at this station, from the close of the year 1872 to the end of March, 1878, was continued under the superintendence of the Rev. James Chance.

On the 2nd of February, 1873, Bishop Whipple, of Minnesota, U.S.A., who had warmly espoused the cause of the Indians in his own country, preached and assisted in the administration of the Communion at Kanyenga Church; and, in the month of November following, the station was visited, as has been already mentioned,† by Miss Florence Lees, who informed Mr. Chance that she enjoyed the Church Service more than any she had attended in Canada, and considered the singing excellent.‡

In the early part of the year 1873 an Order in Council was issued by the Canadian Government to prevent the sale of timber by the Indians, except on certain conditions. Mr. Chance, in referring to this Order, expressed the opinion that it was a most wise and necessary step. Writing on the 9th April, 1874, he says:—

“Some of the Indians were selling to unprincipled white men thousands of dollars' worth of most valuable timber and wood at ridiculously low prices, and part of the payment was in whisky; they neglected the cultivation of their lands, and were too indolent to cut the timber and wood themselves, and hired or allowed white people of notorious character to cut for them, and drunkenness, revellings, and debauchery prevailed to a fearful extent, and the Reserve was being stripped of all the valuable wood and timber.”

* See Map, p. 50.

† See p. 19.

‡ This church had been built by subscription (see Report for 1865, pp. 9 and 16), on the five acres surrendered to the Crown on the 21st Sept., 1865, by the Chiefs of the Six Nations Indians, in order to be granted to the Company as trustees. A similar surrender was at one time proposed for eight acres to be added to the parsonage glebe, and a Government patent was promised (see Report for 1868, p. 32), the Indian Council having on the 4th of Feb., 1868, agreed to make this surrender, and so Col. Gilkison, the superintendent, assured the Company in his letter of 3rd Jan., 1872. But ultimately, in 1874, the Indian Council refused to make the actual surrender.

The regulations imposed by this Order in Council were subsequently incorporated in the Indian Act of 1876, which will be found in the Appendix, p. 85.

In the month of April, 1874, a Select Committee of the Canadian House of Commons was appointed to inquire into and report on the condition and affairs of the Six Nations Indians in the counties of Brant and Haldimand, and a list of interrogatories prepared by this Select Committee was sent to Mr. Chance to be answered; and his replies, which will be found in the Company's printed correspondence of that year, probably furnished some of the information on which the Indian Act of 1876 was based.

Eight acres of the intended Kanyenga glebe, on the east side of the parsonage, were cleared and drained with considerable labour in the spring of 1874, the work being, as Mr. Chance reported, necessary for the safety of the parsonage and the health of the inmates.

On the 12th August, 1874, the Company decided to withdraw its grant to Thomas's School, in School Section No. 2 of the Tuscarora Reserve, considering that the four schools supported by them at the Kanyenga Station were sufficient for the district and School Sections under the care of Mr. Chance. The Rev. I. Barr holds a service, however, in the school-house on alternate Sundays.

On the 30th of September, 1874, the Mission was visited by Dr. Selwyn, the late Bishop of Lichfield, whose successful missionary labours in New Zealand made his lordship's visit one of peculiar interest. He was accompanied by the Bishop of Huron, the Very Rev. Dean Boomer, of London, Ontario, as well as by his chaplain and six other clergymen. The Bishop addressed a large congregation in Kanyenga Church, and afterwards received an address, on behalf of the Six Nations, from Chief Johnson, Speaker to the Indian Council. Mr. Chance reported that his lordship was very much pleased with all he saw, and congratulated him on the apparent success of his labours. The church was much

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admired by all the party, as also were the parsonage and grounds.

Among the difficulties which the Company's Missionaries have had to contend with, not the least has been the proneness of the Indians to intemperance in drink whenever exposed to temptation of this kind.

It has consequently been one of their objects to discourage as far as possible the sale of intoxicating liquors to the Indians at their various stations, especially on occasions when excessive indulgence was most to be feared. Accordingly, in consequence of Mr. Chance's representations with regard to the neglect of the Six Nations Agricultural Society to prevent the sale of intoxicating liquors at its Annual Show in October, 1873, and to guard against the evils which resulted from such neglect, the Company felt compelled on receipt of the intelligence to threaten to withdraw its annual grant of £20 to the Society. This threat had to be renewed in March, 1876, but as there was a recurrence of the evil in an aggravated form at the Society's show in 1878, the Company suspended the grant altogether for that year, and hope that this suspension may produce the desired effect.

The cause of temperance on the Reserve has also been promoted by the establishment of a temperance organization, under whose auspices a convention of delegates from temperance societies in different parts of Canada and the United States, was held at the Indian Council House, in the month of September, 1874. Mr. Chance reported that the attendance was large, and the interest very great, and that it tended to promote a revival of the temperance cause in some parts of the Reserve where it had been languishing, and where lodges had for some time been closed.

On the 18th of January, 1875, the Kanyenga Station was visited by the Hon. David Laird, Superintendent General of Indian Affairs, accompanied by the Hon. David Christie, Speaker of the Senate of Canada, and Colonel Gilkison,

Visiting Superintendent. The following account of his visit, given by Mr. Chance, will be found interesting:—

“I had invited Mr. Laird to the parsonage, but he sent word from Brantford that previous engagements prevented him from accepting my invitation. I met him, however, at the Council-house, and as he had only a few hours to spend among the Indians on the Reserve, and as I wished him to see one at least of the Company's schools in operation, I induced him previous to the commencement of any business with the Council to accompany me to No. 2 School, under the charge of Miss Crombie. This school, which is near to the Council-house, has, as you are aware, the largest attendance of children, but they are not the most intelligent nor the furthest advanced, as I explained to Mr. Laird, who at my request heard some of them read and spell, and asked them some questions in Scripture history. He made some very appropriate remarks to the children, which evinced his deep sense of the value of religious knowledge. Both Mr. Laird and Mr. Christie expressed their agreeable surprise at the writing of the children and the cleanliness of their copybooks.

“I explained to them the non-sectarian character of the Company's schools, and that they were conducted according to the principles of the common-school system, and that teachers and children were subjected to periodical examinations by a Board of the Company's Missionaries. I mentioned the importance of maintaining the schools in a proper state of efficiency, and expressed a hope that the efforts of the Company would be seconded as far as possible by the Indian Department. Mr. Laird expressed the opinion, in which Mr. Christie joined, that the Indians themselves should supplement the Company's efforts by an annual grant from their funds, and in that opinion I heartily concurred, and expressed my preference for this plan, as it would tend to increase the interest of the Indians in the schools, insure a larger attendance, and promote greater punctuality and regularity. Mr. Laird promised to urge the matter upon the Council, and very nobly he fulfilled his promise.

“He paid a high tribute of praise to the Christian philanthropy of the New England Company in sending Missionaries to labour amongst them, and in establishing so many day-schools on the Reserve, one of which he had just visited with great satisfaction. He eulogized the zeal, energy, and self-denial of the teachers, and maintained that they were deserving of every encouragement. He expatiated at considerable length and in eloquent terms on the immense advantages of the Mohawk Institution, and urged upon the Council their duty to make a grant annually from their own funds towards the support of the day-schools on the Reserve and of the Institution, which were conferring upon them and their

children such beneficial and lasting benefits. And I sincerely hope that his fervent appeal will be heartily responded to by the Council.

"As the Committee would like perhaps to be informed of the proceedings of this interesting meeting, I will endeavour to furnish them with a brief account thereof.

"Mr. Laird said he was deeply interested in the welfare of the Indians, and felt the responsibility that devolved upon him in his present position as Superintendent General of Indian Affairs to do all in his power to promote their prosperity. He had paid them a visit to see how they were progressing, and was pleased with the progress made, but expressed a hope that they would make greater improvements in clearing and cultivating their lands. He wished to ascertain their wants, with a view to supplying them, and to listen to their grievances, if they had any, in order to redress them.

"The Speaker mentioned the great loss which they had sustained in connexion with the Grand River Navigation Company.

"Mr. Laird replied that he feared the loss mentioned was altogether irreparable and irremediable. The Indians had been induced to take stock to a very large amount in that company, but it had proved a 'bad speculation' not only to them but also to their white brethren, and all that could now be done in the matter was to profit by the lesson which it had taught them, and to be more careful in future in the investment of their funds.

"The Speaker complained about the settlement of the white people on their Reserve.

"Mr. Laird replied that such settlement was contrary to law, and he was sorry to hear that, notwithstanding this, some of the Indians themselves encouraged the settlement of white people on their Reserve, by leasing their farms to them, which was contrary to the express regulations. White people ought not to be allowed to settle on their lands, and the remedy for this grievance was within easy reach, and in applying it they would have all the assistance needed from the Department.

"The Speaker further complained about the unproductive state of some surrendered but unsold lands.

"In reply Mr. Laird said he would attend to this matter, and have a portion of them, at least, sold to the best advantage during the coming summer.

"The Speaker expressed the approbation of the Council with reference to the order in Council for the greater preservation of timber and wood.

"Mr. Laird said he was pleased to receive the expression of their approbation on this important matter; and although some parties did not approve of that measure, he explained to them that it was perfectly just and right, and was intended for their good.

* * * * *

“Mr. Laird again addressed the Council in a very friendly manner, and gave them some excellent advice on various subjects, including the important subject of temperance; and after receiving the thanks of the Council, he made preparation for returning with the Hon. Mr. Christie and the Local Superintendent to Brantford.

“In saying farewell, I took the opportunity of thanking Mr. Laird very heartily for his efforts in behalf of our work in the missions, schools, and Mohawk Institution.”

On the resignation by the Rev. A. Elliot of his charge of the Tuscarora Mission in the year 1875, the Company took advantage of the opportunity to effect a re-arrangement of their Missionary work in the Tuscarora Reserve; and, after consulting Mr. Chance on the matter, it was resolved, at his suggestion, that subject to the approval of the Rev. R. J. Roberts, which was subsequently obtained, the Tuscarora Mission should be transferred to Mr. Chance, and that the Rev. Albert Anthony, who had been helping Mr. Elliot during his illness, should be appointed Mr. Chance's assistant. This arrangement came into operation at the end of May, 1876, and continued in force for about two years, when the departure of Mr. Chance and Mr. R. J. Roberts from the Reserve rendered expedient a different distribution of the Company's Missionary work there.*

During a severe thunderstorm on the night of the 31st October, 1876, the Kanyenga Parsonage was struck by lightning, and the roof set on fire; and it was only after great exertions on the part of Mr. and Mrs. Chance, and some of their Indian neighbours that the fire was extinguished. The building, which was erected by the Company in 1869, being insured, the damage caused by the fire was repaired at the cost of the Insurance Office. Lightning conductors have since been affixed to both the Kanyenga and Cayuga Parsonages, as they had previously been to the Mohawk Institution building.

* See p. 51.

On the 7th November, 1876, Dr. Hellmuth, the present Bishop of Huron, accompanied by Canon Nelles, the Rural Dean, paid his first official visit to the Mission, and held a Confirmation in St. Paul's Church, in the presence of a very large congregation. Sixty-one persons were confirmed, of whom fifty belonged to the Kanyenga Mission and eleven to the Cayuga. At the conclusion of the service an address of congratulation was presented to the Bishop by the members of the vestry and congregation, to which his lordship made a suitable reply, receiving a very friendly welcome from the Indians, who were present in large numbers.

No events of any particular importance in connexion with the Mission occurred during the winter of 1876-7; but, in the summer of 1877, Mr. Chance having been recommended a change of climate on account of his own and his daughter's health, and having received a grant from the Company for his travelling expenses, visited England, and attended two meetings of the Special Committee, by whom he was consulted on various matters connected with his Mission. During his three months' absence from the Reserve the work of the Mission was carried on by Canon Nelles, with the assistance of Mr. Anthony.

The resolutions passed by the Special Committee in July and September, 1871,* were less successful than it had been hoped they might be in producing permanent harmony and co-operation among some of the Company's Missionaries and Agents on the banks of the Grand River.

Ultimately, on 7th March, 1878, the Company discharged the Rev. Jas. Chance from his engagement with them, continuing, however, both to him and to Mrs. Chance, their salaries up to the 29th September, 1878.

The immediate occasion of this resolution was a newspaper correspondence of a very unseemly character on the

* See Report 1871-2, p. 59-63, and 81-5.

subject of the usual Missionary Meeting, for the year 1877, in the Cayuga District. As the weekly warfare of these letters could not but impede the Company's efforts to civilize and Christianize the Red Indians, the Committee, in January, 1878, called Mr. Chance's attention to the letters, and gave him an opportunity of disavowing the authorship of any of them, or making any remarks he might think fit on their contents. He, however, declined to avail himself of this opportunity. The Company unanimously terminated his engagement, and communicated to the Bishop of Huron the reasons which had necessitated this course, at the same time requesting the Bishop to employ Mr. Chance's services in some other sphere of duty. In May, 1878, the Bishop appointed Mr. Chance to the Mission of Paisley, County Bruce, Ontario. Mr. Chance shortly afterwards removed thither with his family, and when news of his removal reached England the Treasurer remitted to him the amount due to Mr. and Mrs. Chance for their salaries up to Michaelmas, 1878.

Meanwhile, some repairs at the Kanyenga Parsonage were found necessary by Canon Nelles and Mr. Ashton; but little could be done by Mr. Truman and four of the Institution boys, except some papering, painting, and whitewashing, as the Rev. Isaac Barr took possession early in July, and removed his household effects into the parsonage.

In addition to supporting their own Missions on the Tuscarora Reserve, the Company has, during the six years embraced in this Summary, made grants to the amount of £155 10s. to the Baptist and Methodist Missionaries on the Reserve.

The Company has also in every year, since 1873, made a grant of £20 to the Six Nations Agricultural Society, except in 1878, when, for the reasons mentioned on page 38, the grant was suspended.

vi. CAYUGA STATION.*

There being no suitable residence for the Company's Missionary at this station, it was resolved, on the 3rd of February, 1873, that the Rev. R. J. Roberts should be authorized, as recommended by Mr. C. J. Blomfield,† to rent in the name of the Company for a term not exceeding five years, the house and farm called Beaver's in the Cayuga district, at a rent not exceeding \$100 per annum. A lease of the house and 10 acres of the adjoining land having been obtained on these terms, Mr. Roberts, with his family, removed into the new parsonage on the 16th of October, 1873, and in reporting his removal a fortnight later, he says:—

"We like the place very much, and find it most convenient for our work; no better situation could be selected for the parsonage."

Having been subsequently advised that the property could be bought on favourable terms, the Company, on the 15th December, 1873, gave Mr. Roberts authority to negotiate for the purchase of the house and 20 acres of land, and in the month of January, 1874, the house, with 10 acres of cleared, and 10 acres of bush land and a barn, were bought by the Company for \$1500, the vendor undertaking on those terms to build stone walls round the cellar of the house, and make three stalls in the barn. Sundry repairs and improvements to the parsonage being required, the Company, on the 18th May, 1874, made a grant of £120 to defray their estimated cost.

Six days previous to removing to the new parsonage, Mr. Roberts received his licence to the Cayuga Mission from the Bishop of Huron, the latter consenting to limit it to the

* See Map. p. 50.

† See Report 1871-2, p. 341.

Cayuga and Onondaga School sections as arranged by the Company in 1871.* The particulars given on the preceding page, and which are extracted from Mr. Roberts' annual statistical report on the Mission to his Rural Dean, Canon Nelles, will afford interesting information on its condition and the religious services, &c., provided for it during the year ending the 31st of March, 1874.

On the 22nd of April, 1874, Mr. Roberts reported that George Bomberry, one of two Indian medical students, the expenses of whose education had been mainly provided for by the Company, had passed his primary examination in medicine at McGill College, Montreal, and that his conduct throughout his whole course had been most exemplary. About a twelvemonth later, on passing through Montreal, when returning from a visit to England, Mr. Roberts made inquiry of Dr. Scott, Professor of Anatomy at the College, with regard to Mr. Bomberry's conduct, and the progress he was making in his medical studies. Mr. Roberts reports :—

“The doctor spoke very highly of him, and said he was very attentive to his lectures. He also informed me that Bomberry had, at his primary examination last year, come out first in anatomy. I have learnt within the last few days that he has passed successfully his final examination. He is, therefore, now fully qualified to enter on the practice of medicine, and I trust that some means may be devised to enable him to labour among his own people on this Reservation, for I believe him to be an exceedingly clever young man, and enthusiastically devoted to his profession.”

The sphere of duty recommended for him by Mr. Roberts was at the request of the Six Nations Indian Council, secured to him not long afterwards, and during the two years ending 30th June, 1878, he received from the Indian Department alone more than £300 for his professional services on the Reserve. The Company's grants-in-aid of his medical education during the years 1873-4 amounted to

* See Report 1871-2, pp. 64, 277.

£165, making, with previous grants for the same purpose, a total of £285.*

The other medical student referred to on the preceding page was Mr. George Hill, to whom the Company had made grants to the amount of £150 for his professional education during the years 1870-2, but with much less satisfactory results than in Mr. Bomberry's case. A further grant of £50 was made him in October, 1873, after which year the allowance was discontinued.

In his Journal for the month of June, 1874, Mr. Roberts reported the receipt, on the 16th of that month, of a presentation Communion Service for the Cayuga Mission from friends in England. He says:—

16th June.—This evening we received, from a few friends in England (and more especially from one young lady who has been an invalid for the last four years), a beautiful and valuable present for this mission, viz., a silver communion service of the Camden pattern, enclosed in a strong and elegant box, on the lid of which there is a brass plate with the following inscription:—

“ Presented by the Christian friends in England

“ To the Cayuga Mission, Six Nations Indians,

“ Diocese of Huron,

1874.

“ Rev. ROBERT JAMES ROBERTS, Missionary.

“ W. LATHAM, } Churchwardens.

“ J. BEAVER, }

On each of the three vessels there is an appropriate text of Scripture.

	£	s.	d.
The Flagon cost	17	17	0
Chalice	9	9	0
Plate	6	18	0
Box about	5	0	0
Inscriptions	4	9	0

£43 4 0

* The Company regret to have to report that Dr. Bomberry died of consumption, after a lingering illness, on the 27th of January, 1879, at the age of thirty-one years. The Rev. Isaac Barr, in announcing his death, says: “The Indians seemed to centre their affections upon him, and he enjoyed their confidence. He will be very much regretted. He undoubtedly made good use of the advantages he enjoyed from the Company, and developed good abilities.”

At a Court of the Company, held on the 12th of August, 1874, the thanks of the Court were given to the donors of the service, and it was resolved that the inscription thereon be entered in the minutes.

In the month of September, 1874, Mr. Roberts, with the approval of the Company, visited England for the benefit of his health, the Rev. Adam Elliot, and the Company's other Missionaries on the Reserve, undertaking his duties at Cayuga, as far as possible, in his absence. He attended two meetings of the Special Committee, and was consulted by the latter on various matters connected with his Mission, and, amongst others, respecting the roads and bridges on the Reserve, with the object of urging the proper authorities to effect some improvement in their condition. He also received from the Company a grant of £30 for repairs and improvements to the barn and stables attached to the Cayuga Parsonage, and was authorized to purchase 46 additional acres of the adjoining land from Mr. J. Beaver for \$200. The purchase-money for Beaver's house and 66 acres of land, cleared and uncleared, was paid by the Company early in the following year. But the Indian Council of chiefs refused the needful surrender, which has never yet been made.

Mr. Roberts returned to Cayuga on the 6th of March, 1875, after an absence of about six months.

During the next two years the work of the Mission made steady progress, but nothing occurred that need be recorded here, except that Mr. Roberts's health began to fail him seriously at times, and was occasionally the cause of some anxiety to the Company.

In the month of April, 1877, the Committee made him a grant of £5 towards the establishment of a free lending library for the benefit of the adult Indians in the Mission, a grant to a like amount being at the same time made to Mr. Chance and Mr. E. R. Roberts for a similar purpose. It being found that the library was much appreciated, a

book-case was provided for it in the following October, and in acknowledging the Company's grant for this object, Mr. Roberts writes as follows:—

"The Mission Free Library gives great satisfaction to the people here. Books have been lent out to the number of 95 issues since its establishment.

"One book in particular—the 'Manual on Agriculture,' by Whitcombe, is in such demand, by the young Indian farmers who can read, that I regret my not having purchased three or four copies of it. A chief of the Seneca tribe told me that he likes it so well, that he intends to buy a copy of it for his two sons, who lately returned from the Mohawk Institution, and in whom a taste for farm-work on a methodical and scientific plan has been fostered.

"The work I allude to opens the eyes of the Indians to many of their old erroneous ways of working their farms."

A month later he says on the same subject:—

"My Mission Free Library is much valued. Nearly half the books are constantly out, and a few of our Indian neighbours have already read more than one-third of them."

And in his Journal for December, 1877, he writes:—

"A Cayuga Indian came to borrow a book out of the Free Lending Library, saying that he would not know 'what to do with' himself in this rainy season, were it not for the library which the Company so kindly established here. This man had been a sailor on the lakes for a few years, and therefore his great delight is to read 'Voyages and Travels.' On that subject he has indeed now read all the books in the Library."

In the following January the Committee made a grant of £5 for books to the Cayuga Mission Sunday-school Library, which had already been established some time by Mr. Roberts, and is also much appreciated.

During the winter of 1877-8 Mr. Roberts' health became greatly enfeebled by frequent attacks of epilepsy; and, on the 14th March, 1878, he wrote to say that, fearing his constitution was so much weakened that nothing but a change of climate could prolong his life, he felt under the necessity of resigning his charge of the Mission, with the view of removing before the close of the year to Vancouver Island,

where he hoped the Company might find it in their power to employ him as a Missionary among some of the Indian tribes of British Columbia. Referring to his past work on the Reserve, he remarked :—

“Next October, I shall have been sixteen years in the Company’s service, during which period I have taken an active part in the collection of funds for the erection of the church and parsonage at Kanyenga. I have also superintended the erection of three school-houses (one of which, No. 6, may also be considered a commodious church), and the repair of the parsonage and barn here. So far as I have learned, I believe it is the general opinion of all who are competent to judge, that a gradual improvement of the Indians and the Company’s schools has been going on ever since I had the honour of receiving my *first* letter from the Treasurer in the year 1868, and now I cannot but feel some degree of satisfaction in having lately taken part, with the other members of the Sub-Committee, in persuading the chiefs in council to give to the support and maintenance of the day-schools on this Reserve a grant of \$1500 a year.”

His resignation being also strongly recommended by his medical advisers, Dr. Dee and Mr. McCargow, the Company was reluctantly compelled to accept it, and made him a grant for the expenses of his journey to Vancouver Island, with a promise to take his case into further consideration on his arrival there. He accordingly took his departure from the Cayuga Station, accompanied by his eldest son, on the 26th August, 1878, and arrived at Victoria, in Vancouver Island, on the 13th of the following month.

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O N O N D A G A
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SENECA
TOWNSHIP



MIDDLEPORT

SCHOOL No. 6

Church & Board School No. 6

John
Baker
REC'D
555
GIVING
PARSONAGE
NEW

Orondaga Long House
Board School No. 10

SCHOOL SECTION
No. 10

SCHOOL SECTION

SCHOOL SECTION
No. 2

Stone ridge School
(Methodist)

SCHOOL SECTION
No. 5

Board School No. 5
& Methodist Meeting House

SCHOOL SECTION
No. 9

Ojibway Church
(Methodist)

Ojibway School
(Methodist)

SCHOOL SECTION
No. 7

River Lots.
Con. VI.
Con. V.
Con. IV.
Con. III.
Con. II.
Con. I.

HAMILTON AND LAKE ERIE RAILROAD

NO. 1 C E S G 10 11 12

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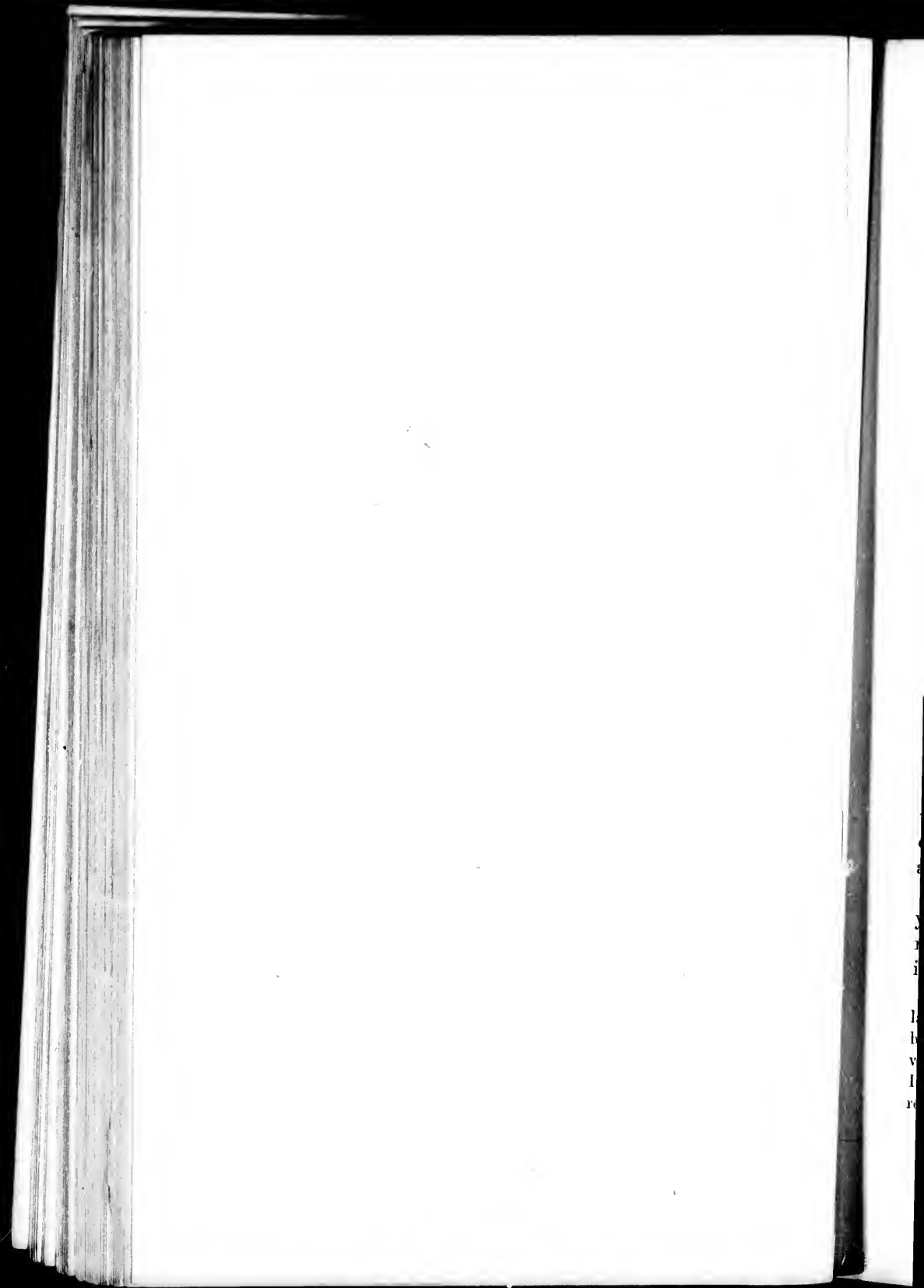
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vii. TUSCARORA RESERVE STATION.

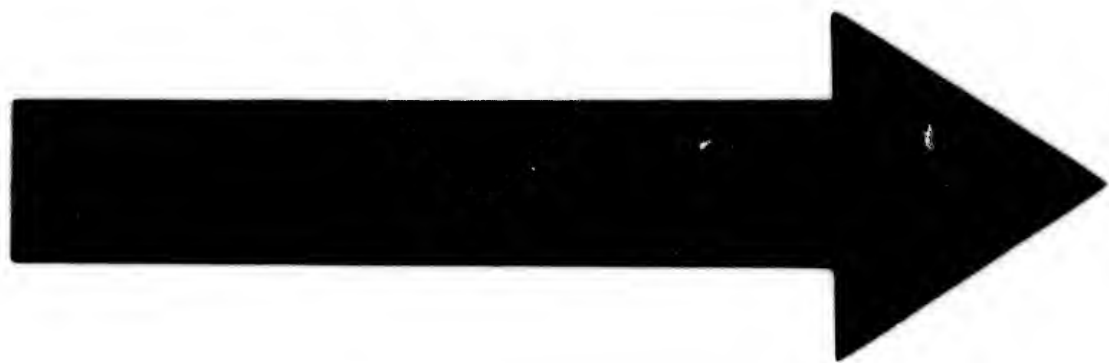
It being necessary for the Company to appoint a successor to the Rev. James Chance at Kanyenga, the Rev. Isaac Barr, Incumbent of Point Edward, Lambton County, who while on a visit to England had an interview with the Committee, on the 11th of May, 1878, with reference to the appointment, was, with the approval of the Bishop of Huron, selected to fill the vacancy, and took possession of the Kanyenga Parsonage on the 9th of July in that year.

The departure of both Mr. Chance and Mr. R. J. Roberts from the Tuscarora Reserve, afforded the Company a favourable opportunity for effecting a re-distribution of their clerical staff at the Grand River; and with the approval of Canon Nelles, the Rev. R. J. Roberts, and Mr. Barr himself, the latter was placed in sole charge of the Kanyenga and Cayuga Stations, with the Rev. Albert Anthony as his curate. It was at the same time arranged that Mr. Anthony should occupy the Cayuga Parsonage; two rooms in the house being reserved for Mr. Barr's use when required. Mr. Anthony accordingly removed from the Tuscarora to the Cayuga Parsonage shortly before Christmas.

On the 27th October, 1878, a harvest festival was held in the Kanyenga Church, and the service, which was the first of the kind ever held on the Reserve, was numerously attended.

The following extracts from a review of Mr. Barr's first year's work at this station, including as it does the six months comprised in this Report, will be read with interest:—

"The church service at Kanyenga throughout the year has been largely attended by orderly congregations, and considerable interest has been evinced by both old and young in the cause of religion. The prevailing laxity of morals is one of the obstacles we have to contend against. I have therefore, in my pulpit addresses, dwelt more upon the ethical requirements of the Gospel than upon the dogmas of Christianity.



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3.6 3.2 2.8
4.5 5.0 5.6 6.3

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10
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12.5 15 18 20 22.5 25 28 31.5 36 40 45 50 56 63 71 80 90 100

"The Sunday schools, both at Kanyenga and the out-stations, are kept up, and I trust some good is being done by that agency. Mrs. Barr devotes herself to the Kanyenga Sunday school, and has succeeded in working up a considerable attendance and interest in the minds of the children.

"I have exchanged Sunday duties with my assistant, Mr. Anthony, from time to time, and have endeavoured accurately to acquaint myself with the state and needs of that part of the mission."

The Visiting Superintendent's last Annual Report on the Indians of the Grand River Reserve, will be found at p. 124 of the Appendix. Industrial and educational statistics of their condition are also given at pp. 132-5.

viii. TUSCARORA RESERVE DAY SCHOOLS.

The New England Company's endeavours, in 1872, to improve the education given at the Day Schools on the Reserve (as well as at the Institution and Manual Labour School near Brantford) have already appeared.* For the following five years the Company's Missionaries on the Grand River continued their periodical examinations of the School Teachers and reported the results to the Company. In accordance with the recommendations of the Board of Missionaries, the salaries of those teachers who had passed a satisfactory examination were increased at the end of the year 1873. Early in the following year a grant of \$50 per annum out of the interest of the "Indian Fund," was obtained from the Department of the Interior for four of the teachers. Besides the teachers' fixed salary and other allowances above referred to, a system of additional payment by results was introduced in November, 1876, by providing that the teachers should be paid,—(1st), a small capitation fee for every pupil's attendance in excess of a fixed average weekly attendance; and (2ndly), half a dollar for each pupil on passing satisfactorily the examinations held by the Board of Missionaries. From 1872 to 1878 half-yearly examinations of the pupils in the Day Schools were held by the Board of Missionaries, and the results of each examination were reported to the Company.

The following extracts from a detailed report, dated the 18th October, 1876, by the Board of Missionaries on the

* Report, 871-2, pp. 198, 106-118, 123, 135, 142-151.

general condition of the Schools, will serve to indicate some of the difficulties which seriously impeded some of the Company's efforts to improve the Day Schools on the Reserve :—

“All the schools were examined except No. 9, which had been closed for the last six months owing to the want of a school-house.* The Board have now much pleasure in reporting that the school-house is completed and that the school was reopened on the 9th inst.

“In forwarding the enclosed statistical reports of the examination, the Board would express their regret that they are unable to state that any desirable progress has been made during the last half-year. It is the duty of the Board, however, in justice to the teachers, to mention some of the causes which have operated against that progress.

“An epidemic prevailed in some school sections amongst the children that hindered them from attending school; then, there were the planting and the in-gathering seasons, when many of the children were kept at home to work, and there was the midsummer vacation, which was very unfavourable to satisfactory results at a subsequent examination.

“The Board by no means think that the parents are justified in keeping their children so frequently away from school on the plea that they need them to work, for many of them are unable to accomplish much either in the garden or the field; and if parents would be more industrious themselves, they would be able to dispense with the little services their children can render them, and to send them more regularly to school. The truth is, with regard to many of them, that they are lacking in the will to send their children regularly to school, and because they have no adequate sense of the value of the educational advantages which are so freely offered to them.

“Those children who have attended most regularly have made very fair progress, equal to that, perhaps, of white children attending the common schools of the province.

* * * * *

“The Board desire to submit the following comparative results of the Examinations in March and October.

* It had been destroyed by fire in 1875, and was rebuilt by the Indians themselves.

No. School.	Names of Teachers.	March Examination.			October Exam.			Increase.	Decrease.	Average attendance during Quarter.
		No. present.	No. Marks.	Average.	No. present.	No. Marks.	Average.			
2	Miss Crombie	35	713	20.37	19	388	20.42	.05		15
3	Mr. J. Powless	17	368	20.64	22	384	17.43		3.19	8
4	Miss Howells	5	124	24.08	8	164	20.05		4.03	9
5	Miss John	11	206	18.72	28	333	11.89		6.83	17
6	Mr. G. Powless	37	1067	28.83	26	567	21.80		7.03	18
7	Miss Hynducan	30	674	22.46	18	332	18.44		4.02	18
8	Mrs. Hill	22	489	22.22	14	270	19.28		2.94	10
10	Miss Gordon	24	629	26.20	13	304	23.38		2.82	10

"The Board would express the deep sense which they possess of the great necessity existing for more strenuous efforts to promote increasing regularity and punctuality of attendance in all the schools. The rule established by the Committee and made known amongst the Indians, with regard to the age and standard of acquirements for admission into the Mohawk Institution, which necessitates attendance at the day-schools on the Reserve, has operated favourably, but only to a limited extent. It is true that a greater desire has been manifested by some to have their children admitted into the Institution, but that is owing partly to the admission of so many from other localities, partly to their needy circumstances, and in some measure to the efforts of the missionaries in impressing the minds of the Indians with a sense of their duty to avail themselves of the immense advantages which the Institution affords for the benefit of their children. But that desire on the part of some is not so predominant and intense as to prompt them to make any sacrifice or continuous exertion for its attainment; it does not prevail to the extent of increasing, in any very desirable degree, regularity and punctuality of attendance of their children at the schools. Improvidence is characteristic of the Indians, and most of them think only about the present, and are not in the habit of making any prudent preparations for future wants and exigencies. Many of them cannot look forward to the time in the future when it would be for the welfare of their children to be admitted into the Mohawk Institution, and they do not send them to school with the object in view of having them qualified for that purpose, but they send them to school or keep them at home, according to their present convenience or pleasure, without being influenced by

any due regard for their future welfare. The interest of some is excited by the notices given of the semi-annual examination of the schools; and if from any cause the interest should be developed into a strong desire to have their children admitted into the Mohawk Institution, they will make a spasmodic effort to send their children to school; and expect that they will receive certificates for admission, and a disappointment of their expectations operates powerfully against any renewed exertion. As regularity and punctuality of attendance depend upon the willingness and ability of the Indians to obtain and receive instruction, renewed efforts must be made by all interested in their welfare to impress their minds more deeply with a sense of the value of educational advantages generally, and to urge them to greater industry, so that they might become more able and willing to send their children to school to enjoy them."

Among other minor difficulties not referred to in the above report, has been that of keeping the schools properly supplied with firewood during the winter months.

The table opposite will show the number of children in the schools, and the average attendance of the pupils during the quarter ending the 30th June, 1878, when the management of the schools was transferred to the School Board of the Six Nations Indian Reserve. Official Returns on the condition of the schools for the year ending the 30th June, 1878, will be found in the Appendix, pp. 134-5.

The difficulty of interesting the parents in the education of their children has now at length been in some degree surmounted.

In November, 1875, the Special Committee appointed two of the Company's Missionaries, the Rev. James Chance and the Rev. R. J. Roberts, together with Mr. Robert Ashton, the Mohawk Institution Superintendent, to be a Canadian Sub-Committee, to consider and report on the best means of inducing the Six Nations Indians to undertake the maintenance of the several schools on the Tuscarora Reserve, with power to confer with Lt.-Col. Gilkison, Visiting Superintendent and Commissioner of the Six Nations Indians, and to invite him to attend their meetings.

SCHOOL RETURNS FOR QUARTER ENDING 30TH JUNE, 1878.

School.	No. 2.	No. 3.	No. 4.	No. 5.	No. 6.	No. 7.	No. 8.*	No. 9.	No. 10.	Total.
Average Daily Attendance.	22	22½	14	17½	22	22	18	15½	16	169½
No. of Pupils on Register.										
Boys	24	29	19	25	26	24	15	16	25	203
Girls	21	26	11	18	18	16	15	13	29	167
Total	45	55	30	43	44	40	30	29	54	370

* Returns for quarter ending 31st March, 1878.

Supported by many of the most intelligent Indians, this Sub-Committee endeavoured to induce the chiefs to respond to the solicitations of the Company; and after long consideration of the subject, the chiefs, in March, 1877, passed a resolution in their Council, to assume to themselves forthwith the management and support of two of the Company's schools, and also a third school which had been supported by the Wesleyan Conference on the Reserve.

Such an arrangement as this could not be considered satisfactory. For thus the Company and the Wesleyan Conference, after equipping and maintaining the schools in a thorough state of efficiency and under proper inspection, were in effect asked to hand them over to the inexperienced management of the Indian Council, without receiving any guarantee as to their proper management in future.

Whilst urging the necessity of the Council providing and granting material aid to the schools, the Company wished that the Indians should take part in the management, so as to be gradually trained to assume the entire management and support.

The Company, therefore, proposed a scheme which it was hoped would meet with Colonel Gilkison's approval and support, and commend itself to the Superintendent-General of Indian Affairs.

The suggestion was that the chiefs of the Six Nations should be required to make a grant of at least fifteen hundred dollars per annum (the Company at present contributing a like amount), for purely educational purposes in the Company's nine day-schools on the Reserve, and that all these day-schools should be placed under the management of a School Board consisting of—

- 1st. The Visiting Superintendent.
- 2nd. Three Indians, to be elected by the Council.
- 3rd. Three officers of the New England Company, to be appointed by the Company.

It was also suggested that the Wesleyan Conference

might be induced to place their schools on the Reserve, under the management of the Board, provided they had a representation at the Board commensurate with the amount of their grant.

This suggestion was communicated by letter dated 1st September, 1877, from the Sub-Committee to Colonel Gilkison,* and forwarded by the latter to Mr. E. A. Meredith, Deputy of the Minister of the Interior. In Mr. Meredith's answer, dated Ottawa, 2nd November, 1877, he thus instructed Colonel Gilkison:—

"I am directed to inform you that the subject should be again brought before the Six Nations Council, when you should recommend to their favourable consideration the proposition of the New England Company in regard to the future arrangement of the day-schools on the Reserve, informing the Council at the same time that the proposed scheme is approved of by the Superintendent-General, as being fair in its provisions to the Six Nations. The Council should also be informed that their proposal to assume the entire control of any of the schools, cannot be complied with."

In compliance with these instructions, Colonel Gilkison promised to lay the matter before the Indian Council, upon the first favourable opportunity. He did so on the 15th February, 1878.

On this day the Council met to consider the proposition made by the Sub-Committee's letter of 1st September, 1877. Colonel Gilkison and Mr. Ashton, as well as the Rev. J. Chance, the Rev. R. J. Roberts, and the Rev. E. Hurlburt, were present at this meeting of the Council. There was also a large attendance of chiefs and warriors and women. Colonel Gilkison strongly urged the Council to accept the proposition. Mr. Ashton and all the Missionaries spoke in favour of it; but at the adjournment, which took place, the result was doubtful: the chiefs seemed to be equally divided in opinion.

At the adjourned meeting of the 26th March, 1878, the Council of the Six Nations Indians agreed to accept the

* See Appendix, p. 163.

scheme proposed in the Sub-Committee's letter of the first of September, 1877, including the contribution of fifteen hundred dollars per annum in support of the schools in their Reserve. The minutes of the Council held on the 26th March, 1878, when the decision was arrived at, after many Councils and much discussion, were as follows :—

“ The School Question.—The Superintendent said he was present upon the request of the Council, as conveyed to him at the Indian Office, by their Speaker.

“ After waiting some minutes, the Superintendent requested the Council to proceed with business.

“ Conversation followed.

“ The Council asked the Superintendent relative to the school sections and number of schools to be maintained.

“ The Superintendent replied, that the Board of Management will regulate the sections, and, he understood, the New England Company did not desire any decrease in the number of schools, while he hoped, rather, to see additional schools established.

“ To a second question,

“ The Superintendent said the Wesleyan Conference would not take action until officially communicated with, which would be done so soon as they announced their decision.

“ To a third question,

“ The Superintendent replied, all arrangements for the schools, school sections, salaries, etc., will, no doubt, devolve upon the General Board of Management, or Trustees—as they may be called—which will consist of three named by this Council, three by the New England Company, one by the Conference, if it shall become a party, and the Visiting Superintendent of the Six Nations.

“ After further discussion :

“ The Council agree to give \$1500 per annum. The Speaker of the Council rose, and announced, both sides of the House agree, the Onondagas concurring, that this Council accept the proposition of the New England Company (contained in their despatch, dated 1st September, and read to the Council, 25th January last) subject to the condition of the annual vote of this Council.

“ The Superintendent having read the above decision, it is confirmed and approved by the Council.

“ The Superintendent warmly congratulated the chiefs upon the result, and in the name of the Government thanked them.”

Colonel Gilkison's letter of 5th June, 1878, gave the Company formal intimation of this successful result, and added:—

"The Superintendent-General of Indian Affairs approves of the scheme, and confirms the vote of the Indian Council. I shall address the Wesleyan Council with the view to its co-operation.

"The money voted by the Indian Council will be paid by the Indian Department, as may accord with arrangements determined upon, which you will be pleased to suggest, and when I hear from you, will call upon the Indian Council to name their representatives at the Board; and that such further steps may be taken as may be the pleasure of your Company."*

Relative to the salary of the two teachers of the Methodist school at New Credit, the Company learned in July, 1878, from Mr. Hurlburt that the Indians pay the teachers out of their own money, and that the two schools, supported by the Methodist Missionary Society, are in another part of the Reserve among the Mohawks, and that he had submitted a proposition to the Society relative to this matter, but that up to the date of his writing he had not received a reply.

The first representatives of the Company on this School Board were Canon Nelles, the Rev. R. J. Roberts, and Mr. Ashton. Those named by the Chiefs to represent the Council were chiefs John Hill (a Seneca), Richard Hill (a Tuscarora), and Moses Martin (a Mohawk).

A preliminary meeting of the newly-appointed School Board was held at the Institution at 2 o'clock on 15th July, 1878, Rev. Canon Nelles in the chair; present—Lieut.-Col. Gilkison, Rev. R. J. Roberts, Mr. Ashton, and chiefs John Hill, Richard Hill, and Moses Martin. After considerable discussion, Lieut.-Col. Gilkison and Mr. Ashton were appointed to draw up a constitution to be submitted on the 29th inst., to which date the meeting was then adjourned.

* The arrangement as to the day-schools was submitted to his Excellency the Governor-General in Council, and approved by Order in Council of the 18th November, 1878.

On the 29th July, 1878, the proposed constitution was submitted and approved by the School Board, subject to the sanction of the New England Company. The election of officers in accordance with the constitution then also took place, and the Rev. Canon Nelles was elected chairman of the Board, and Mr. Ashton secretary. It was then resolved :—

“ 1. That a copy of the constitution be forwarded to the New England Company for approval.

“ 2. That the present teachers be notified that the School Board of the Six Nations Indian Reserve has assumed control of the schools formerly maintained by the New England Company, and that their engagements will continue till the end of the current quarter, and thenceforward during the pleasure of the Board, subject to an agreement to be entered into by them before the 30th of September ensuing.

“ 3. That the Secretary request the New England Company and the Indian Department to transmit their grants to the school fund quarterly in good time to pay salaries, etc., due 1st of January, April, July, and October.

“ 4. That application be made to the Superintendent-General of Indian affairs to grant, annually, the sum of one thousand dollars for the use of the Board, towards salaries, school buildings, and other necessary expenses.”

It was then arranged that the Board should meet at the Council-house soon after the summer vacation, and then proceed to visit and inspect all the schools.

The Special Committee of the New England Company in October, 1878, approved with some slight modifications the proposed constitution ; and these modifications were adopted by the School Board on 18th December, 1878. The constitution, as thus amended, will be found in the Appendix, p. 166.

Early in the year 1878, the Rev Isaac Barefoot had been seriously thought of as Inspector of Schools under the new Board—a post which, on account of his ability and energy, and great experience as a teacher in some of those schools themselves and in the Institution, he would have been well

qualified to fill. But in June, 1878, the Bishop of Huron (on learning that he wished for an independent parish) appointed him to the full charge of Point Edward, Lambton County, from the end of the above month, in place of the Rev. Isaac Barr, on the resignation of the latter and removal with his family to the Kanyenga parsonage, on the Tuscarora Reserve, as the New England Company's Missionary there.

This appointment of Mr. Barefoot to the parish of Point Edward was highly gratifying to the members of the New England Company, although it necessarily disabled him from holding the position of Inspector of the day-schools on the Tuscarora Reserve.

In the autumn of 1878 it was felt that the financial circumstances of the Board would not as yet bear the expense of an Inspector, but a hope was entertained that assistance might soon be obtained from the Council of Education, with which body Mr. Ashton was then in correspondence.

In the meantime, and at least till the end of the year 1878, Mr. Ashton himself discharged the duties of Inspector as far as he could, and prepared regulations, time-tables, etc., for the uniform working and proper organization of all the schools, and by the end of the month of October, hoped to be able to make a special report on this subject.

On the 27th of August, and in the first ten days of September, 1878, Mr. Ashton inspected all the nine schools to which the New England Company had contributed support, and he again inspected them on the 23rd and 24th October following, paid the teachers their salaries, and at each school-house placed an eight-day clock, a printed copy of the "Regulations for Teachers and Pupils,"* a visitors' book, a supply of school materials, and school reports (weekly), entered into contracts for the supply of firewood (five cords at \$3 per cord ready for use) at each school, and appointed the teachers to meet at the Mohawk Institution on Monday, 28th October, at noon. At this meeting of the School Board and teachers,

* See Appendix, p. 136.

addresses were delivered by the Rev. Canon Nelles, Chairman, and by Mr. Ashton, as Hon. Secretary and School Inspector. On presenting each teacher with a "Course of Studies," and a "Time-Table" for use in the Board schools, Mr. Ashton explained them, and by practical illustrations in the school-room showed how they were to be carried out. He gave a short lecture on the duties and responsibilities of teachers, and on the discipline of the school, and proper modes of teaching. Miss Fisher gave a "language lesson" illustrating the mode of teaching grammar to junior classes, and Mr. Butcher followed with a lesson on "local geography, to show how the powers of observation and description could be developed and exercised." Mr. Ashton in conclusion urged the formation of an association of teachers in Indian schools, for the purpose of mutual assistance and improvement, offering the privilege of meeting quarterly at the Institution, when model lessons would be given for their instruction. A vote of thanks was tendered him on the motion of the Rev. Isaac Barr, seconded by Mr. G. P. Hill (the former having, on the appointment of the Company, succeeded Mr. R. J. Roberts as a member of the School Board). Mr. Barr heartily seconded the suggestion as to the teachers' association, "For," he said, "you must be as surprised and delighted as I am at the improved methods of imparting instruction which we have just witnessed, and must be fully convinced of the truth of the superintendent's words, 'that to employ, as teachers of the young, persons whose only qualification for the office consisted in their ability to pass a certain examination, was inflicting a cruel wrong upon the little ones, and degrading a profession that should rank second to none.'"

ix. CHEMONG AND RICE LAKES STATION.

In forwarding his accounts for the half-year ending the 30th of June, 1873, the Rev. Edward Riddell Roberts reported that there had been an unusual amount of sickness among the Indians at Chemong during the previous six months. He at the same time asked and obtained permission to execute some rather extensive but necessary repairs to the church and school-house, with reference to which he wrote a twelvemonth later:—

“The repairs and improvements at the Chemong church and school-house are nearly completed, and as the foundations and bodies of the buildings are quite good, they are now equal to new edifices. They look well; you would be pleased to see the village in its present orderly and beautified state.”

Permission was also given him to build a boat-house at Chemong, for the protection of the Company's boats on the Lake; it being stipulated by the Committee that the material for the boat-house should be supplied on condition that the Indians undertook the work of building.

In the autumn of the year 1873, one of the annual Wesleyan Camp Meetings for Indians was held on the Chemong Estate, and was attended by four hundred Indians from neighbouring bands; but the disturbances and excitement occasioned by the meeting, appear to have been productive of undesirable results to the Indians of the locality.

Since the publication of the last Report, communication between the Company's stations at Chemong and Rice Lakes has been greatly facilitated by the opening of the Cobourg, Peterborough, and Chemong Railway. Referring to this subject, Mr. E. R. Roberts wrote on the 25th of September, 1874:—

“Last week it was decided to complete the Cobourg, Peterborough,

and Chemong Railway without further delay; work has commenced again on it in earnest, and it is fully expected to be opened for traffic by next spring. This line passes along the east side of the Rice Lake Reserve, and there is a station with a post-office, &c., on the lake-shore, named Iiawatha, opposite to the village of Harwood. At present there is some difficulty in getting to and fro between Chemong and Rice Lakes, but when the railroad is completed it will simplify and expedite the journey."

The following extract from one of Mr. E. R. Roberts' letters will best show the state of the Chemong and Rice Lakes Mission at the beginning of the year 1875:—

"CHEMONG,

February 8th, 1875.

"The past half-year has been unusually exempt from any notable event at Chemong, but rather characterized by peaceful industry and steady improvement; and, on the whole, we have been more encouraged in our labours than at any previous time. The Indians have been temperate and chaste; they have pursued their respective employments as their inclinations and necessities have prompted them, and realized rather more than usual success. The fishing and hunting yielded an average remuneration, and more venison was taken than for some years past. The summer was very favourable for agriculture, and the Indians profited by it as well as others, both here and at Rice Lake. The Chemong band on the whole has been healthy; there has not been a single death, but there were many cases of slight illness, which received prompt attention, otherwise, some of them would probably have proved fatal. By administering suitable medicines in time, and by having medical attendance when necessary, much suffering is prevented or alleviated, and life prolonged.

"There were six births during the past half-year.

"The number of the band when I came to Chemong in 1869 was 147; it is now 172. The Rice Lake band was then larger than the one here (though I do not know the exact number); it is now 93."

On the 16th of February, 1876, Mr. Babb, a builder, of Peterborough, Ontario, attended a meeting of the Committee, and gave some useful information respecting the Chemong Estate.

In the course of the ensuing summer some necessary repairs were done to the Chemong mission-house and

school-house; and in the following year a new sheep-house was built, at a cost of about £18, with reference to which Mr. E. R. Roberts remarked, on its completion, that "for suitability, convenience, and comfort, it is admired by all the farmers who visit us."

In the month of May, 1876, the Committee made special inquiries of Mr. E. R. Roberts as to what, in his opinion, could best be done "for the elevation of the condition of the Indians on the Rice Lake Estate." Mr. E. R. Roberts, in his reply, dated the 14th July, 1876, after mentioning incidentally that he had known the Indians of the district somewhat intimately for nearly thirty years, makes the following remarks:—

"It is, of course, understood that secular education and religious instruction must be diligently maintained and promoted by the wisest means that can be devised. And yet education is not in all cases an unmixed good to the Indians; while they are much improved mentally, their acquirements are abused, their knowledge in writing, &c., is perverted to artful knavery, and their disposition is deteriorated by conceit and suspicion; producing contention and disruption in the band to which they belong, and alienation from their best friends, while in some instances it degenerates into deep enmity. These characters are happily few, but they do much harm in the villages where they live. More generally the educated Indian does not value his privileges, or follow them up for the improvement of his condition, so that their education is lost; nor does it help them in any business; I have not yet known an Indian manage well in commercial transactions; when they attempt it, they always bring themselves and others into difficulty. Those cases in which true religious principle is grafted on an improved intellect, their character is excellent, amiable, and attractive. Anxious as we are to promote the higher civilization of our Indians, and therefore, as it might be supposed, increase their happiness, they are not objects of pity. This is a mistake that those who are only slightly acquainted with them fall into. On the whole they are more intelligent and happy, and much more refined, than people of any other nationality of the same rank in life. They are contented with their condition (too much so), they prefer their own mode of life to any other, and I believe would not willingly change their circumstances for what their white friends might consider better. The further improvement of the band here has often been a

subject of anxious and prayerful thought to me. But I can think of nothing that could be done for them more or better than is now in operation with fair success; until by a higher appreciation and diligent use of the advantages now afforded, they become prepared for full citizenship and independence. I know of nothing that can be wisely withdrawn, nor anything that can be judiciously added, except as exigencies may require; their state of infancy is past, they now need to be weaned from child-like dependence to more manly self-reliance. But the question at present more particularly pertains to the Rice Lake Band, and the land on which they are situated. I have before intimated that if the estate had been deeded to the Company, so as to be under your full control, the establishment of an institution there, similar to the one at Chemong, would have been the best arrangement possible; the mere passive influence of which has a salutary, restraining, and elevating influence on the people. But as it is, the Government will be the best guardians of that valuable property; far better than the trustee system, which has certainly proved a failure, and must do so. Even what I have done, as the only acting trustee of late years, has been extra-judicial. The Government can act more promptly and efficiently in all cases than a Board of Trustees, as they have all the machinery in readiness,—and with more just and necessary severity, in cases of depredation, without exciting personal animosity and revenge. I do not think anything more can be done for the Rice Lake Indians by the Company, as the matter now stands, unless a resident agent was stationed there, to superintend their affairs. And then his work would require rare wisdom, unbounded patience, and delicate discrimination. There is (you know) a resident Methodist minister there, and a school maintained (so far as the Indians are concerned) by the Conference. There are only four men who can be said to farm their land; some of the others raise a little crop, but all the other lots are in a state of lamentable neglect, or rented to the surrounding white settlers for a trifle, which, however, must always be paid for in advance. The fishing is not as good in the Rice Lake as with us, in the 'back lakes,' and few fur-bearing animals are caught in that neighbourhood. The Indians live principally by basket-making, ornamented bark boxes, working out with the farmers occasionally, gathering rice in the season, and camping near the front towns, where they get well paid in food and clothing for 'Indian work.' Most of the houses of the village (as I have before intimated) are in a very dilapidated state, except those of the four who farm well, and are in comfortable circumstances. Frequently two families live in one house, which is the case also at Chemong still, in a few instances (but this evil I have greatly diminished here); the families have however generally their own apartments, and are only promiscuously

lodged when their friends or other visitors come to stay for some time from other bands. Their inveterate love of camping (whether hunting or not) induces objectionable crowding together."

Partly in consequence of there being a resident Methodist Missionary at Rice Lake, and no portion of the 1600 acres of land there being under the Company's control, its expenditure at Rice Lake, beyond that incurred by the occasional visits of Mr. E. R. Roberts to the Mission, has for several years past been limited to a grant of \$30 per annum for agricultural prizes.

Abstinence from intoxicating drinks has been promoted in various ways on the Chemong Estate, as at the Company's Kanyenga and Cayuga Stations. Writing on the 26th of February, 1877, Mr. Roberts says :—

"We have had a Band of Hope organized for some years, and in very successful operation for the young people. Nearly every child in the village is voluntarily pledged to abstain for life from intoxicating liquors and tobacco. Meetings are regularly held in which the children are trained to take a part, which also develops their native talent for singing and elocution. In these exercises they manifest a lively interest."

In the month of April, 1877, the Committee made a grant of £5 towards the establishment of a free lending library for the Indians at Chemong; and subsequently had the satisfaction of hearing from Mr. E. R. Roberts that the books obtained with the grant were much appreciated and read.

In the following July, Mr. George Crook, the Superintendent of the Chemong School, having resigned, Mr. Walter Kidd was appointed to succeed him, his wife undertaking the duties of matron.

Reporting on the state of the Chemong Mission during the year 1877, Mr. E. R. Roberts, on the 15th of February, 1878, wrote as follows :—

CHEMONG,

"15th February, 1878.

"During the past year the state of the Indian community has been favourable, and the general improvement satisfactory. On the whole

there has been less sickness than in the surrounding country. Intemperance has been almost entirely unknown; only two cases, and those but once each of slight intoxication, have come to my knowledge. The morality in other respects has been exemplary. The Indians are more industrious, and have sufficient food and clothing; but they are satisfied with present supplies, and do not yet show much desire, or make much effort to improve their condition in the future; while well, they are content and happy, but when sickness or age incapacitates them for work, they become very hopeless and dependent. Nor have I been able to reform their inveterate habit of incurring debt, to which they set no limit, though without any intention of fraud. I have assisted some (by directing the management of their affairs) to pay many hundred dollars of old debts. This evil is universal among the Indians; lately the Brantford Band borrowed ten thousand dollars from the Government to pay old debts, and an agent was appointed to investigate the claims before payment.

"During the past year one very aged woman died; four middle-aged Indians died from consumption, and three infants died. There were seven births. The attendance at the school has been larger than at any former period; the school-room is crowded, and requires some additional provision for the dinners, and more clothing; but we endeavour to be as economical as possible, and more than proportionate good is done. All the children attend the Sunday school, in which they take encouraging interest; and the general religious services are well attended. The present generation of children are much more promising in every respect than that of ten years since, when we came to Chemong. Those who follow us, we have reason to hope, will reap good fruit from the present sowing."

In the last of his letters for the year 1878, he reports:—

"The whole of the community is in good health and condition at present. Winter appears to have set in. The Fall, since wheat harvest, has been exceedingly stormy—retarding work, and making it much more costly for all farm operations. But we have much reason for gratitude that the band and the village has escaped many and costly disasters, which have befallen other parts of the country, not far distant from us."

Mr. E. R. Roberts having requested permission to have a new scow built during the winter of 1878-9, the one in use being worn out, and costing much to keep it in working order for a horse and cattle ferry a mile long, the Committee on the 28th of November, 1878, made him a

grant for the purpose, and a new one has accordingly been built, at a cost of £16 10s.

The Visiting Superintendent and Commissioner's Annual Reports for the years 1873-4, 1874-5, and 1875-7, on the Mississaguas of Chemong and Rice Lakes, and on the Indians generally of the Central Superintendency, for the year 1877-8, will be found in the Appendix, pp. 127-131. School statistics and other official returns concerning the Indians of this Station are given at pp. 132-5.

x. BRITISH COLUMBIA.

On the 4th of October, 1870, two grants of £50 per annum each, were made by the Company to the Bishop of Columbia towards the salaries of teachers at schools for Indians and pagans at Cowichan in Vancouver Island, and at Lytton on the mainland, near the junction of the Fraser and Thompson rivers.* The grants for the first of these three years were paid in October, 1870; but no claim being made for either of the grants for the two following years, and no report on the schools being sent to the Company, it was resolved at a meeting of the Special Committee on the 3rd of February, 1873, that the grants for these two years should be rescinded. Application was made by the Archdeacon of Vancouver Island on the 27th April, 1877, for the renewal of the grant, but the Committee were compelled to decide that until they had received a report on the condition of the schools at Cowichan and Lytton, they could not entertain an application for any further contribution.

With these exceptions, the Company had no transactions in connexion with British Columbia from the close of 1871 till the arrival of the Rev. R. J. Roberts in Vancouver Island from Cayuga, on the 13th September, 1878.†

On landing at Victoria, Mr. Roberts at once put himself in communication with Lieut.-Col. Powell, the Visiting Superintendent and Commissioner of the Indians in Vancouver Island and neighbouring parts of the Province of British Columbia, with the view of obtaining information as to the best locality in the island as a centre for Missionary work, and the Indian village of Comox on the east coast of the island being recommended as an important central

* History and Report, 1871, p. 229; Report, 1871-2, p. 404.

† See p. 50.

point, and one visited by a large number of Coast Indians, Mr. Roberts settled at Comox on the 17th of September, and remained there until the end of the year, availing himself of the opportunities afforded him for Missionary work among the Indians in the neighbourhood, while the Company made him a grant for his maintenance, pending the receipt of further information as to the expediency of establishing a permanent Mission in British Columbia under Mr. Roberts' charge. The Company are glad to report that Mr. Roberts' health has greatly improved since his removal to a milder climate than that of Ontario.

xi. BAY OF QUINTÉ.

The Company's annual grant of £45 to the Lower Mohawk School at this station, in the County of Hastings, Ontario, was continued during the years 1873 and 1874; but towards the close of the latter year differences arose between the Indians and the white residents, as to the management of the school, which caused the attendance to fall to a very low ebb, and for some time prevented any permanent arrangements being made for conducting the school in a manner which the Committee could approve. Under these circumstances the Company felt compelled to withdraw its support from the school, and no further grant was made till the year 1876, when a satisfactory report of its condition having been received from the Rev. Thomas Stanton, the resident Church of England Missionary, a grant of £20 was made towards its maintenance. Statistics of the three schools at this station for the year ending the 30th June, 1878, will be found at pp. 134-5 of the Appendix, and educational and other statistics of the Mohawks of the Bay of Quinté for the year 1875, are given at pp. 132-3. The population of the tribe according to the last census was 866.

The Rev. E. H. M. Baker, who has been the resident Missionary at this station in succession to Mr. Stanton, since the month of October, 1876, reports that the Mohawks of the Bay of Quinté are among the most intelligent of the tribes of British North American Indians, are indefatigable in their efforts to promote the cause of education in their midst, have for many years sustained mainly out of their own funds

three schools on their Reserve, and since 1874 have erected three substantial school-houses.*

The Visiting Superintendent's Reports on the band for the years 1873-6 will be found in the Appendix, pp. 127-9.

* Since the close of the year 1878, an urgent appeal for funds towards the erection and maintenance of a fourth school on the Reserve has been made by Mr. Baker to friends in England. The appeal, which is supported by the Bishop of the diocese (Ontario), states that "the want of a fourth school section, in a remote part of the Reserve, which comprehends a district twelve miles long by five wide, has for a length of time been seriously felt, and owing to the increase in the Indian population, has at last become a necessity."

Chief Annosothkah (Sampson Green), the head chief of the Bay of Quinté Indians, and formerly a pupil at the Mohawk Institution, was the bearer of the appeal to England, and on the 24th July, 1879, attended and addressed the Committee in support of it, stating that if sufficient funds can be raised, it is intended to establish a fifth school on the Reserve. The Committee thereupon resolved to make a grant of £25 towards the erection of the proposed new school, and a further grant of £50 for the year 1880 towards the salary of the teacher, any further grants to be contingent upon the receipt of satisfactory yearly reports. Sufficient funds have since been raised for the erection of one of the proposed schools, and the building will be commenced without delay.

xii. WALPOLE ISLAND.

During the last six years the Company has made four grants of £10 10*s.* each for prizes at the agricultural show held annually in the autumn, for the encouragement of agriculture among the Indians of this Reserve in the county of Kent, Ontario. The following is the Rev. Andrew Jamieson's report on the last annual show, with an account from a local newspaper :—

“ WALPOLE ISLAND,

“ 10*th* Oct., 1878.

“ My dear Sir,—Our agricultural show came off on Wednesday, the 25*th* of September last, and enclosed I send you the prize-list. Our local superintendent of Indian affairs was present, and kindly acted as one of the judges. Being a practical farmer himself, he was able to give us some seasonable advice. He expressed himself pleased with several samples of grain, but said that some of the wheat was very much shrunken, owing no doubt to the intense heat of the summer. Our fruit he especially commended as being equal to anything of the kind he had seen anywhere. The cattle, however, he thought rather inferior, and advised the Indians to pay more attention to the rearing of good stock, at the same time giving them some valuable information as to the improvement of the same.

“ These annual shows are evidently doing good; they stimulate the Indians—making them more industrious. Last year they raised, *for them*, a large quantity of wheat. Several of them have granaries on their premises, and it is very pleasant on entering them to see the bins filled with wheat, barley, and oats.

“ The cheque kindly sent to me realized \$50.17. The amount expended in prize money was \$65, or thereabouts.

“ I remain,

“ Yours faithfully,

“ ANDREW JAMIESON.

“ Enclosed I also send you a very truthful notice of our show, taken from the ‘ Sarnia Observer,’ a local paper.—A. J.”

“ AGRICULTURAL SHOW AT WALPOLE ISLAND.

“ On the 25*th* ult., the Indians of Walpole Island held their annual show. The exhibition was, in many respects, highly creditable. It

evinced very plainly the general fertility of the island, and the increasing industry of the inhabitants.

"The Exhibition was established in the first place, and has since been kept up solely through the exertions of the Rev. A. Jamieson, the Church of England Missionary on the island.

"The day was favourable, and there was a good turn out of the *natives*, both male and female, with a fair portion of their white friends from both sides of the river. The horses and cattle exhibited were not exactly such as would have taken prizes at the Toronto Fair. There were, however, a few good animals of their kinds. There were a large number of samples of grain, some of which were very good. Three or four samples of fall wheat, and two or three samples of barley were of very good quality. Indian corn, both the ordinary white and yellow, and Ohio, was well represented, some of the samples being large and handsome. There were also some choice samples of buck-wheat and white peas. Oats were inferior. A great number of varieties of beans were exhibited. There were five or six varieties of white beans, or shades approaching to white, and certainly at least a dozen varieties of speckled and coloured beans of all sorts and sizes. In the class of *roots and vegetables*, there were a good number of samples, and three or four varieties of potatoes, well grown and handsome; one sample of good carrots; several varieties of onions, large and handsome. There were also melons, squashes, and cucumbers in abundance. In fruit, there was a good display in apples, some of them seedlings, but quite a number of samples of the standard fall and winter varieties. These were large and well-developed. There were some samples of large and very good-looking pears. The peaches exhibited were inferior. From what was exhibited, and from the soil and position of the island, I doubt not if fruit culture were properly attended to, this island would compare favourably with any portion of Ontario. In the domestic manufactures department, there were some very good patchwork quilts, socks, mitts, rush mats, &c. There was also a large display of fancy baskets, some made of sweet grass, and others of ash splints. Some of the former were tastefully ornamented with beads.

"On the whole, the Indian Exhibition at Walpole Island in 1878, presented certainly great contrast to the state of things existing there thirty or forty years ago.—W."

The following is the Visiting Superintendent's last Annual Report on the Indians of Walpole Island, dated the 12th December, 1878:—

"CHIPPEWAS OF WALPOLE ISLAND.

"These Indians occupy the larger portion of Walpole Island. Many

of the farms are pretty well cultivated, and a large quantity of the different varieties of farm produce was raised during the past season. The island is very fertile, and if thoroughly tilled would support a large population. The Chippewas on the island number about 612, and, on the whole, are industrious and well behaved. They have an annual exhibition of animals and agricultural produce, at which prizes are offered in the usual manner. This was established a few years ago by the Rev. A. Jamieson (the Church of England Missionary on the island), and by leading to competition among themselves, has produced good results. On this part of the island there is a good chapel (Church of England) in which service is held regularly by the veteran Missionary, Mr. Jamieson, who preaches to the Indians in their own language.

"There is also a school-house, in which a school is maintained throughout the year, though I am sorry to say that the attendance, especially for the last quarter, has been very small. The larger portion of the salary of the teacher of this school is paid by the Church Mission.

"NUTTOWATTOMIES OF WALPOLE ISLAND.

"These Indians number about 157. They occupy a fine portion of the island, and a number of them have their farms in a tolerable state of cultivation. Their crops of the past season were very good. They have a school supported by the Methodist Society, which is well attended, and apparently efficiently taught by an Indian teacher. They are much in want of a new school-house, and have one now in course of erection. They have also a resident Methodist Missionary among them."

Agricultural and other statistics of the Indians of Walpole Island will be found in the Appendix, pp. 132-3.

xiii. MIDDLESEX COUNTY.

During the past six years the Company has made a grant to two institutions in the county of Middlesex, Ontario. The first of these grants was in aid of a school for the Indians at Muncey Town. Having been informed by Mr. Ashton, on his provisionally admitting three boys from Muncey Town to the Mohawk Institution, that there was no school there, although the Indians were desirous of having one, and willing to subscribe towards the salary of a teacher if they could procure further assistance, the Committee opened communications on the subject with the Rev. H. P. Chase, the resident Church of England Missionary. The result was that on the 13th of May, 1874, they made Mr. Chase a grant of £10 10s. a year for three years towards establishing and maintaining a school for the Delaware Indians at Muncey Town, the grant to be applied in aid of the teacher's salary, and reports on the progress of the school to be sent to the Company. On the 30th April, 1875, Mr. Chase reported that having obtained a grant for the school of \$150 per annum from the Church Society of the Diocese of Huron, he had engaged an Indian teacher, and that there were already forty scholars, with an average attendance of thirty-five. On the 28th of August, 1876, he wrote to say that the school was progressing favourably, since which date no further report has been received.

The Company's other grant in connexion with the county of Middlesex was made on the 3rd of October, 1878, when the Bishop of Huron, in whose diocese the Company's Grand River Stations are situated, attended a meeting of the Committee, and applied for a grant in aid of the fund being raised by him for the foundation of a university at London, to be called the Western University of London, and intended

for the training of both Indian and white students for the ministry of the Church of England in Canada. In response to the Bishop's appeal, it was resolved that a grant of £100, payable by four annual instalments, should be made towards the fund, which has already reached a considerable amount.

xiv. SASKATCHEWAN.

On the 9th of July, 1874, Dr. J. McLean, the Bishop of Saskatchewan in the North-West Territory, who was then on a visit to England, applied to the Company for assistance in providing schools and school teachers or catechists for the benefit of the Indians in his extensive diocese, comprising, it was stated, about thirty thousand who were still heathen. The Company's funds being preoccupied, they were unable to make any permanent grant for the purpose; but a sum of £50 was placed at his lordship's disposal to be applied according to his discretion for the benefit of the Indians of the diocese. The Bishop subsequently reported that he had used the money towards the expenses of carrying on a training school on a small scale, and that although he was obliged to give up the effort for want of means, it was carried on long enough to train two half-breed natives of the country to act as schoolmasters to Indian children, and that they had done some good work in that capacity.

xv. NEW BRUNSWICK.

In the year 1868, the Company made a grant of £50 to the Rev. Edmund Hillyer Duval, a Baptist minister and Provincial Inspector of Schools, St. John, New Brunswick, towards the improvement of freed negroes at Loch Lomond, near the City of St. John.*

On the 1st of June, 1877, Mr. Duval reported on his application of the grant as follows :—

“ LOCH LOMOND,
“ New Brunswick.

“ You will see by the lapse of time (nine years) that I have not expended your money lavishly, for I have determined from the beginning not to encourage a system of begging among the people, but to teach them to rely upon their own exertions, assisting them only in cases of decided distress or exigency, and that principally among the aged people.

* * * * *

“ Below I give the specific objects in which the money has been spent.

“ Books and rewards for school	\$9.40
Grant towards teacher's salary	20.00
Repairing and finishing school-house	70.32
Clothing to poor people.	18.74
Food and medicine	90.51
Seed potatoes	12.65
„ oats	9.10
Sewing circle among the poor females	13.60

—————
\$244.32”

On receipt of Mr. Duval's report, the Company, on the 28th June, 1877, made him a further grant of £20 for the benefit of the poor blacks in the province of New Brunswick; but no account of its expenditure has yet been received.

* See Report, 1868, p. 77.

WEST INDIES.

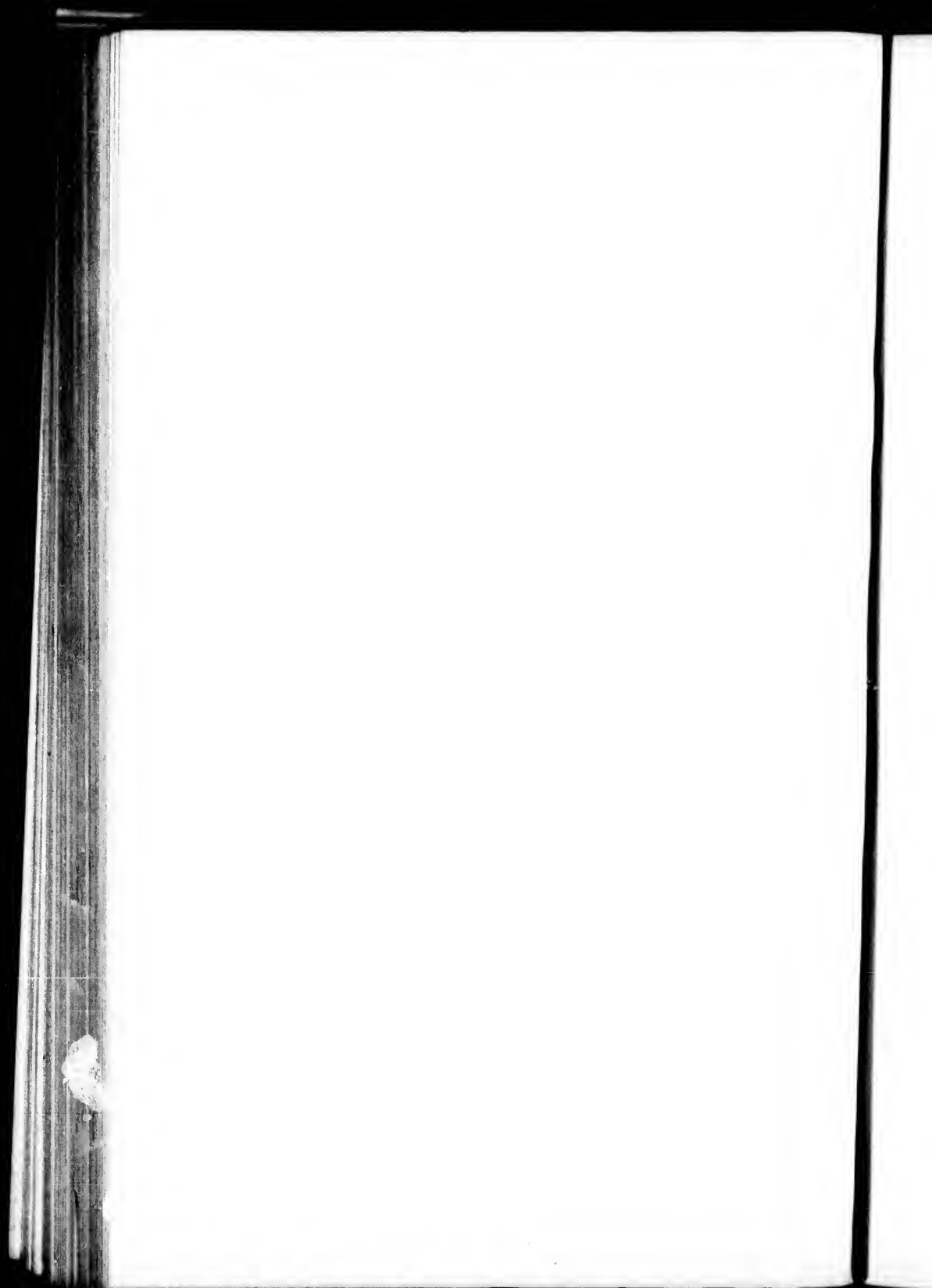
JAMAICA.

The Company's grants, in connexion with the West Indies during the years 1873-8 have been restricted to assisting Mr. Derwent Waldron to pursue his medical studies at the University of Edinburgh.

The last instalment of the grant of £50 a year for three years, which the Company made him in 1870* was paid in the month of January, 1874, shortly before which Mr. Waldron passed his first professional examination, the subjects being botany, chemistry, and zoology. On being informed that the medical course at the University was four years, and that want of means had interfered with Mr. Waldron's progress since his first examination, the Company in 1877, after receiving a satisfactory report of his conduct from the Professor of Medicine, made him another grant of £50, and in April of the following year had the pleasure of hearing that he had passed his second University examination, the subjects of which were anatomy, physiology, pathology, and materia medica. On receipt of this intelligence, the Company made him a further grant of £50 to enable him to prepare for his final examination in 1879.†

* History and Report, 1871, p. 231.

† On the 2nd of April, 1879, the Company made Mr. Waldron a grant of £25 towards his expenses at the University of Edinburgh during the current half-year, and in the course of the ensuing summer he passed his final examination, his paper in Medicine being highly commended by the Professor of Physic. On the 1st of August he took the degrees of Bachelor of Medicine and Master of Surgery; and, on hearing of the successful termination of his University career, and that he proposed to continue his studies for a short time at one of the London hospitals before returning to Jamaica, the Company, on the 28th of August, 1879, made him a further grant of £25, which raised the total amount of the Company's grants for Mr. Waldron's medical education to £300.



APPENDIX.

THE INDIAN ACT, 1876.

As amended by "An Act to amend 'The Indian Act, 1876.'" 42 Vict., chap. 34. [15th May, 1879.]

39 Vict., chap. 18. [12th April, 1876.]

AN ACT TO AMEND AND CONSOLIDATE THE LAWS RESPECTING INDIANS.

WHEREAS it is expedient to amend and consolidate the laws respecting Indians; Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act shall be known and may be cited as "The *Indian Act, 1876*;" and shall apply to all the Provinces, and to the North West Territories, including the Territory of Keewatin.

2. The Minister of the Interior shall be Superintendent-General of Indian Affairs, and shall be governed in the supervision of the said affairs, and in the control and management of the reserves, lands, moneys and property of Indians in Canada by the provisions of this Act.

TERMS.

3. The following terms contained in this Act shall be held to have the meaning hereinafter assigned to them, unless such meaning be repugnant to the subject or inconsistent with the context:—

1. The term "band" means any tribe, band or body of Indians who own or are interested in a reserve or in Indian lands in common, of which the legal title is vested in the Crown, or who share alike in the distribu-

- tion of any annuities or interest moneys for which the Government of Canada is responsible; the term "The band" means the band to which the context relates; and the term "band," when action is being taken by the band as such, means the band in Council.
- Irregular band. 2. The term "irregular band" means any tribe, band or body of persons of Indian blood who own no interest in any reserve or lands of which the legal title is vested in the Crown, who possess no common fund managed by the Government of Canada, or who have not had any treaty relations with the Crown.
- Indians. 3. The term "Indian" means
First. Any male person of Indian blood reputed to belong to a particular band;
Secondly. Any child of such person;
Thirdly. Any woman who is or was lawfully married to such person:
- As to illegitimates. (a) Provided that any illegitimate child, unless having shared with the consent of the band in the distribution moneys of such band for a period exceeding two years, may, at any time, be excluded from the membership thereof by the band, if such proceeding be sanctioned by the Superintendent-General:
- Absentees. (b). Provided that any Indian having for five years continuously resided in a foreign country shall with the sanction of the Superintendent-General, cease to be a member thereof and shall not be permitted to become again a member thereof, or of any other band, unless the consent of the band with the approval of the Superintendent-General or his agent, be first had and obtained; but this provision shall not apply to any professional man, mechanic, missionary, teacher or interpreter, while discharging his or her duty as such:
- Woman marrying other than an Indian. (c) Provided that any Indian woman marrying any other than an Indian or a non-treaty Indian shall cease to be an Indian in any respect within the meaning of this Act, except that she shall be entitled to share equally with the members of the band to which she formerly

belonged, in the annual or semi-annual distribution of their annuities, interest moneys and rents; but this income may be commuted to her at any time at ten years' purchase with the consent of the band:

- (d) Provided that any Indian woman marrying an Indian of any other band, or a non-treaty Indian shall cease to be a member of the band to which she formerly belonged, and become a member of the band or irregular band of which her husband is a member: Marrying non-treaty Indians.
- (e) Provided also that no half-breed in Manitoba who has shared in the distribution of half-breed lands shall be accounted an Indian; and that no half-breed head of a family (except the widow of an Indian, or a half-breed who has already been admitted into a treaty), shall, unless under very special circumstances, to be determined by the Superintendent-General or his agent, be accounted an Indian, or entitled to be admitted into any Indian treaty; and any half-breed who may have been admitted into a treaty shall be allowed to withdraw therefrom on refunding all annuity money received by him or her under the said treaty, or suffering a corresponding reduction in the quantity of any land, or scrip, which such half-breed as such may be entitled to receive from the Government. As to half-breeds.
4. The term "non-treaty Indian" means any person of Indian blood who is reputed to belong to an irregular band, or who follows the Indian mode of life, even though such person be only a temporary resident in Canada. Non-treaty Indian.
5. The term "enfranchised Indian" means any Indian, his wife or minor unmarried child, who has received letters patent granting him in fee simple any portion of the reserve which may have been allotted to him, his wife and minor children, by the band to which he belongs, or any unmarried Indian who may have received letters patent for an allotment of the reserve. Enfranchised Indian.
6. The term "reserve" means any tract or tracts of land set apart by treaty or otherwise for the use or Reserve.

benefit of or granted to a particular band of Indians, of which the legal title is in the Crown, but which is unsurrendered, and includes all the trees, wood, timber, soil, stone, minerals, metals, or other valuables thereon or therein.

Special Reserve.

7. The term "special reserve" means any tract or tracts of land and everything belonging thereto set apart for the use or benefit of any band or irregular band of Indians, the title of which is vested in a society, corporation or community legally established, and capable of suing and being sued, or in a person or persons of European descent, but which land is held in trust for, or benevolently allowed to be used by, such band or irregular band of Indians.

Indian lands.

8. The term "Indian lands" means any reserve or portion of a reserve which has been surrendered to the Crown.

Intoxicants.

9. The term "intoxicants" means and includes all spirits, strong waters, spirituous liquors, wines, or fermented or compounded liquors or intoxicating drink of any kind whatsoever, and any intoxicating liquor or fluid, as also opium and any preparation thereof, whether liquid or solid, and any other intoxicating drug or substance, and tobacco or tea mixed or compounded or impregnated with opium or with other intoxicating drugs, spirits or substances, and whether the same or any of them be liquid or solid.

Superintendent-General.

10. The term "Superintendent-General" means the Superintendent-General of Indian affairs.

Agent.

11. The term "agent" means a commissioner, superintendent, agent, or other officer acting under the instructions of the Superintendent-General.

Person.

12. The term "person" means an individual other than an Indian, unless the context clearly requires another construction.

RESERVES.

Reserve subject to this Act.

4. All reserves for Indians or for any band of Indians, or held in trust for their benefit, shall be deemed to be reserved

and held for the same purposes as before the passing of this Act, but subject to its provisions.

5. The Superintendent-General may authorize surveys, Surveys authorized. plans and reports to be made of any reserve for Indians, showing and distinguishing the improved lands, the forests and lands fit for settlement, and such other information as may be required; and may authorize that the whole or any portion of a reserve be subdivided into lots.

6. In a reserve, or portion of a reserve, subdivided by What Indians only deemed holders of lots. survey into lots, no Indian shall be deemed to be lawfully in possession of one or more of such lots, or part of a lot, unless he or she has been or shall be located for the same by the band, with the approval of the Superintendent-General:

Provided that no Indian shall be dispossessed of any lot or Indemnity to Indians dispossessed. part of a lot, on which he or she has improvements, without receiving compensation therefor, (at a valuation to be approved by the Superintendent-General) from the Indian who obtains the lot or part of a lot, or from the funds of the band, as may be determined by the Superintendent-General.

7. On the Superintendent-General approving of any loca- Location ticket; in triplicate; how dealt with. tion as aforesaid, he shall issue in triplicate a ticket granting a location title to such Indian, one triplicate of which he shall retain in a book to be kept for the purpose; the other two he shall forward to the local agent, one to be delivered to the Indian in whose favor it was issued, the other to be filed by the agent, who shall permit it to be copied into the register of the band, if such register has been established.

8. The conferring of any such location title as aforesaid Effect of such ticket limited. shall not have the effect of rendering the land covered thereby subject to seizure under legal process, or transferable except to an Indian of the same band, and in such case, only with the consent of the council thereof and the approval of the Superintendent-General, when the transfer shall be confirmed by the issue of a ticket in the manner prescribed in the next preceding section.

9. Upon the death of any Indian holding under location or Property of deceased Indian, how to descend. other duly recognized title any lot or parcel of land, the right and interest therein of such deceased Indian shall, together

with his goods and chattels, devolve one-third upon his widow, and the remainder upon his children equally; and such children shall have a like estate in such land as their father; but should such Indian die without issue but leaving a widow, such lot or parcel of land and his goods and chattels shall be vested in her, and if he leaves no widow, then in the Indian nearest akin to the deceased, but if he have no heir nearer than a cousin, then the same shall be vested in the Crown for the benefit of the band: But whatever may be the final disposition of the land, the claimant or claimants shall not be held to be legally in possession until they obtain a location ticket from the Superintendent-General in the manner prescribed in the case of new locations.

Proviso.

Indians in Manitoba, British Columbia, or N.W. Territories, &c., having made improvements.

10. Any Indian or non-treaty Indian in the Province of British Columbia, the Province of Manitoba, in the Northwest Territories, or in the Territory of Keewatin, who has or shall have, previously to the selection of a reserve, possession of and made permanent improvements on a plot of land which has been or shall be included in or surrounded by a reserve, shall have the same privileges, neither more nor less, in respect of such plot, as an Indian enjoys who holds under a location title.

PROTECTION OF RESERVES.

Who only may settle in thereon.

11. No person, or Indian other than an Indian of the band, shall settle, reside or hunt upon, occupy or use any land or marsh, or shall settle, reside upon or occupy any road, or allowance for roads running through any reserve belonging to or occupied by such band; and all mortgages or hypothecs given or consented to by any Indian, and all leases, contracts and agreements made or purporting to be made by any Indian, whereby persons or Indians other than Indians of the band are permitted to reside or hunt upon such reserve, shall be absolutely void.

Certain conveyances, &c., void.

Power to remove persons unlawfully occupying.

12. If any person or Indian other than an Indian of the band, without the license of the Superintendent-General (which license, however, he may at any time revoke), settles, resides or hunts upon or occupies or uses any such land or

marsh; or settles, resides upon or occupies any such roads or allowances for roads, on such reserve, or if any Indian is illegally in possession of any lot or part of a lot in a subdivided reserve, the Superintendent-General or such officer or person as he may thereunto depute and authorize, shall, on complaint made to him, and on proof of the fact to his satisfaction, issue his warrant signed and sealed, directed to the sheriff of the proper county or district, or if the said reserve be not situated within any county or district, then directed to any literate person willing to act in the premises, commanding him forthwith to remove from the said land or marsh, or roads or allowances for roads, or lots or parts of lots, every such person or Indian and his family so settled, residing or hunting upon or occupying, or being illegally in possession of the same, or to notify such person or Indian to cease using as aforesaid the said lands, marshes, roads or allowances for roads; and such sheriff or other person shall accordingly remove or notify such person or Indian, and for that purpose shall have the same powers as in the execution of criminal process; and the expenses incurred in any such removal or notification shall be borne by the party removed or notified, and may be recovered from him as the costs in any ordinary suit:

Costs of removal.

Provided that nothing contained in this Act shall prevent an Indian or non-treaty Indian, if five years a resident in Canada, not a member of the band, with the consent of the band, and the approval of the Superintendent-General, from residing upon the reserve, or receiving a location thereon.

Proviso: residence by consent of Superintendent-General.

13. If any person or Indian, after having been removed or notified as aforesaid, returns to, settles upon, resides or hunts upon or occupies, or uses as aforesaid, any of the said land, marsh or lots, or parts of lots; or settles, resides upon or occupies any of the said roads, allowances for roads or lots or parts of lots, the Superintendent-General, or any officer or person deputed and authorized as aforesaid, upon view, or upon proof on oath made before him, or to his satisfaction, that the said person or Indian has returned to, settled, resided or hunted upon or occupied or used as aforesaid any of the said lands, marshes, lots or parts of lots, or has returned to,

Removal and punishment of persons returning after removal.

Warrant to
arrest.

settled or resided upon or occupied any of the said roads or allowances for roads, or lots or parts of lots, shall direct and send his warrant signed and sealed to the sheriff of the proper county or district, or to any literate person therein, and if the said reserve be not situated within any county or district, then to any literate person, commanding him forthwith to arrest such person or Indian, and commit him to the common gaol of the said county or district, or if there be no gaol in the said county or district, then to the gaol nearest to the said reserve in the Province or Territory there to remain for the time ordered by such warrant, but which shall not exceed thirty days.

Arrest and
imprison-
ment.

14. Such sheriff or other person shall accordingly arrest the said party, and deliver him to the gaoler or sheriff of the proper county, district, Province or Territory, who shall receive such person or Indian and imprison him in the said gaol for the term aforesaid.

Order to be
drawn up
and filed.

15. The Superintendent-General, or such officer or person as aforesaid, shall cause the judgment or order against the offender to be drawn up and filed in his office, and such judgment shall not be removed by *certiorari* or otherwise, or be appealed from, but shall be final.

Punish-
ment of
persons
trespassing
on Indian
reserves.

16. If any person or Indian other than an Indian of the band to which the reserve belongs, without the license in writing of the Superintendent-General or of some officer or person deputed by him for that purpose, trespasses upon any of the said land, roads or allowances for roads in the said reserve, by cutting, carrying away, or removing therefrom, any of the trees, saplings, shrubs, underwood, timber or hay thereon, or by removing any of the stone, soil, minerals, metals or other valuables off the said land, roads or allowances for roads, the person or Indian so trespassing shall, on conviction thereof before any Stipendiary Magistrate, Police Magistrate or Justice of the Peace, for every tree he cuts, carries away or removes, forfeit and pay the sum of twenty dollars; and for cutting, carrying away, or removing any of the saplings, shrubs, underwood, timber or hay, if under the value of one dollar, the sum of four dollars; but if over the value of one

dollar, then the sum of twenty dollars; and for removing any of the stone, soil, minerals, metals or other valuables aforesaid, the sum of twenty dollars, with costs of prosecution in all cases; and in default of immediate payment of the said penalties and costs, the Superintendent-General, or such other person as he may have authorized in that behalf, may issue a warrant, directed to any person or persons by him named therein, to levy the amount of the said penalties and costs by distress and sale of the goods and chattels of the person liable to pay the same; and similar proceedings may be had upon such warrant as if it had been issued by the Magistrate or Justice of the Peace before whom the person was convicted; or the Superintendent-General, or such other person as aforesaid, without proceeding by distress or sale, may, upon non-payment of the said penalties and costs, order the person liable therefor to be imprisoned in the common gaol of the county or district in which the said reserve or any part thereof lies, for a period not exceeding thirty days, when the penalty does not exceed twenty dollars, or for a period not exceeding three months when the penalty does exceed twenty dollars; and upon the return of any warrant for distress or sale, if the amount thereof has not been made, or if any part of it remains unpaid, the said Superintendent-General, or such other person as aforesaid, may commit the person in default to the common gaol, as aforesaid, for a period not exceeding thirty days, if the sum claimed upon the said warrant does not exceed twenty dollars, or for a time not exceeding three months if the sum does exceed twenty dollars; all such penalties shall be paid to the Receiver-General, to be disposed of for the use and benefit of the band of Indians for whose benefit the reserve is held, in such manner as the Governor in Council may direct.

17. If any Indian, without the license in writing of the Superintendent-General, or of some officer or person deputed by him for that purpose, trespasses upon the land of an Indian who holds a location title, or who is otherwise recognized by the department as the occupant of such land, by cutting, carrying away, or removing therefrom, any of the

Recovery of penalties if not forthwith paid.

Or by imprisonment.

And if the amount is not levied under the warrant.

Application of penalties.

Punishment of Indians so trespassing.

Or remov-
ing timber,
&c.

trees, saplings, shrubs, underwood, timber or hay thereon, or by removing any of the stone, soil, minerals, metals or other valuables off the said land; or if any Indian, without licence as aforesaid, cuts, carries away, or removes from any portion of the reserve of his band for sale (and not for the immediate use of himself and his family) any trees, timber or hay thereon, or removes any of the stone, soil, minerals, metals, or other valuables therefrom for sale as aforesaid, he shall be liable to all the fines and penalties provided in the next preceding section in respect to Indians of other bands and other persons; and similar proceedings may be had for the recovery thereof as are provided for in the next preceding section.

Name of
offender
need not be
mentioned
in warrant
in certain
cases.

18. In all orders, writs, warrants, summonses and proceedings whatsoever made, issued or taken by the Superintendent-General, or any officer or person by him deputed as aforesaid, it shall not be necessary for him or such officer or person to insert or express the name of the person or Indian summoned, arrested, distrained upon, imprisoned, or otherwise proceeded against therein, except when the name of such person or Indian is truly given to or known by the Superintendent-General, or such officer or person; and if the name be not truly given to or known by him, he may name or describe the person or Indian by any part of the name of such person or Indian given to or known by him; and if no part of the name be given to or known by him he may describe the person or Indian proceeded against in any manner by which he may be identified; and all such proceedings containing or purporting to give the name or description of any such person or Indian as aforesaid shall *prima facie* be sufficient.

Sheriffs,
&c., to
assist
Superin-
tendent.

19. All sheriffs, gaolers or peace officers to whom any such process is directed by the Superintendent-General, or by any officer or person by him deputed as aforesaid, shall obey the same, and all other officers, upon reasonable requisition, shall assist in the execution thereof.

Superin-
tendent to
appoint an
arbitrator
when prop-
erty is

20. If any railway, road, or public work passes through or causes injury to any reserve belonging to or in possession of any band of Indians, or if any act occasioning damage to any reserve be done under the authority of any Act of Parliament

or of the legislature of any province, compensation shall be made to them therefore in the same manner as is provided with respect to the lands or rights of other persons; the Superintendent-General shall in any case in which an arbitration may be had, name the arbitrator on behalf of the Indians, and shall act for them in any matter relating to the settlement of such compensation; and the amount awarded in any case shall be paid to the Receiver-General for the use of the band of Indians for whose benefit the reserve is held, and for the benefit of any Indian having improvements thereon.

taken from a band for improvements.

SPECIAL RESERVES.

21. In all cases of encroachment upon, or of violation of trust respecting any special reserve, it shall be lawful to proceed by information in the name of Her Majesty, in the superior courts of law or equity, notwithstanding the legal title may not be vested in the Crown.

Crown's name may be used in writs respecting special reserves.

22. If by the violation of the conditions of any such trust as aforesaid, or by the breaking up of any society, corporation, or community, or if by the death of any person or persons without a legal succession of trusteeship, in whom the title to a special reserve is held in trust, the said title lapses or becomes void in law, then the legal title shall become vested in the Crown in trust, and the property shall be managed for the band or irregular band previously interested therein, as an ordinary reserve.

As to trusteeship of reserves lapsing.

REPAIR OF ROADS.

23. Indians residing upon any reserve, and engaged in the pursuit of agriculture as their then principal means of support, shall be liable, if so directed by the Superintendent-General, or any officer or person by him thereunto authorized, to perform labor on the public roads laid out or used in or through, or abutting upon such reserve, such labor to be performed under the sole control of the said Superintendent-General, officer or person, who may direct when, where and how and in what manner the said labor shall be applied, and

Indians liable to labor on public roads in reserves, and to what extent.

to what extent the same shall be imposed upon Indians who may be resident upon any of the said lands; and the said Superintendent-General, officer or person shall have the like power to enforce the performance of all such labor by imprisonment or otherwise, as may be done by any power or authority under any law, rule or regulation in force in the province or territory in which such reserve lies, for the non-performance of statute labor; but the labor to be so required of any such Indian shall not exceed in amount or extent what may be required of other inhabitants of the same province, territory, county, or other local division, under the laws requiring and regulating such labor and the performance thereof.

Powers of Superintendent.

Proviso: as to amount of labor.

Band to cause roads, &c., to be maintained in order.

Powers of Superintendent.

24. Every band of Indians shall be bound to cause the roads, bridges, fences and fences within their reserve to be put and maintained in proper order, in accordance with the instructions received from time to time from the Superintendent-General, or from the agent of the Superintendent-General; and whenever in the opinion of the Superintendent-General the same are not so put or maintained in order, he may cause the work to be performed at the cost of such band, or of the particular Indian in default, as the case may be, either out of their or his annual allowances, or otherwise.

SURRENDERS.*

Necessary conditions previous to a sale.

On what conditions release or surrender to be valid.

Assent of band.

25. No reserve or portion of a reserve shall be sold, alienated or leased until it has been released or surrendered to the Crown for the purposes of this Act.

26. No release or surrender of a reserve, or portion of a reserve, held for the use of the Indians of any band or of any individual Indian, shall be valid or binding, except on the following conditions:—

1. The release or surrender shall be assented to by a majority of the male members of the band of the full age of twenty-one years, at a meeting or council

* By an Order in Council dated the 15th Dec., 1876, all the reserves and Indian lands in the Province of British Columbia are exempted from the operation of Sections 25 to 28 inclusive.

thereof summoned for that purpose according to their rules, and held in the presence of the Superintendent-General, or of an officer duly authorized to attend such council by the Governor in Council or by the Superintendent-General; Provided, that no Indian shall be entitled to vote or be present at such council, unless he habitually resides on or near and is interested in the reserve in question;

2. The fact that such release or surrender has been assented to by the band at such council or meeting, shall be certified on oath before some judge of a superior, county, or district court, or stipendiary magistrate, by the Superintendent-General or by the officer authorized by him to attend such council or meeting, and by some one of the chiefs or principal men present thereat and entitled to vote, and when so certified as aforesaid shall be submitted to the Governor in Council for acceptance or refusal;

3. But nothing herein contained shall be construed to prevent the Superintendent-General from issuing a license to any person or Indian to cut and remove trees, wood, timber and hay, or to quarry and remove stone and gravel on and from the reserve; Provided he, or his agent acting by his instructions, first obtain the consent of the band thereto in the ordinary manner as hereinafter provided.

27. It shall not be lawful to introduce at any council or meeting of Indians held for the purpose of discussing or of assenting to a release or surrender of a reserve or portion thereof, or of assenting to the issuing of a timber or other license, any intoxicant; and any person introducing at such meeting, and any agent or officer employed by the Superintendent-General, or by the Governor in Council, introducing, allowing or countenancing by his presence the use of such intoxicant among such Indians a week before, at, or a week after, any such council or meeting, shall forfeit two hundred dollars, recoverable by action in any of the superior courts of law, one half of which penalty shall go to the informer.

Invalid surrenders not confirmed hereby. 28. Nothing in this Act shall confirm any release or surrender which would have been invalid if this Act had not been passed; and no release or surrender of any reserve to any party other than the Crown, shall be valid.

MANAGEMENT AND SALE OF INDIAN LANDS.

How to be managed. 29. All Indian lands, being reserves or portions of reserves surrendered or to be surrendered to the Crown, shall be deemed to be held for the same purpose as before the passing of this Act; and shall be managed, leased and sold as the Governor in Council may direct, subject to the conditions of surrender, and to the provisions of this Act.

Agents not to purchase. 30. No agent for the sale of Indian lands shall, within his division, directly or indirectly, unless under an order of the Governor in Council, purchase any land which he is appointed to sell, or become proprietor of or interested in any such land, during the time of his agency; and any such purchase or interest shall be void; and if any such agent offends in the premises, he shall forfeit his office and the sum of four hundred dollars for every such offence, which may be recovered in action of debt by any person who may sue for the same.

Punishment for contravention.

Effect of former certificates of sale or receipts, unless rescinded. 31. Every certificate of sale or receipt for money received on the sale of Indian lands, heretofore granted or made or to be granted or made by the Superintendent-General or any agent of his, so long as the sale to which such receipt or certificate relates is in force and not rescinded, shall entitle the party to whom the same was or shall be made or granted, or his assignee, by instrument registered under this or any former Act providing for registration in such cases, to take possession of and occupy the land therein comprised, subject to the conditions of such sale, and thereunder, unless the same shall have been revoked or cancelled, to maintain suits in law or equity against any wrongdoer or trespasser, as effectually as he could do under a patent from the Crown;— and such receipt or certificate shall be *prima facie* evidence for the purpose of possession by such person, or the assignee

Evidence of possession.

under an instrument register as aforesaid, in any such suit ; but the same shall have no force against a license to cut timber existing at the time of the making or granting thereof.

Proviso.

32. The Superintendent-General shall keep a book for registering (at the option of the parties interested) the particulars of any assignment made, as well by the original purchaser or lessee of Indian lands or his heir or legal representative, as by any subsequent assignee of any such lands, or the heir or legal representative of such assignee;—and

Registers of assignments to be kept.

upon any such assignment being produced to the Superintendent-General, and, except in cases where such assignment is made under a corporate seal, with an affidavit of due execution thereof, and of the time and place of such execution and the names, residences and occupations of the witnesses, or as regards lands in the province of Quebec, upon the production of such assignment executed in notarial form, or of a notarial copy thereof, the Superintendent-General shall cause the material parts of every such assignment to be registered in such book of registry, and shall cause to be endorsed on every such assignment a certificate of such registration, to be signed by himself or his deputy, or any other officer of the department by him authorized to sign such certificates;—And

Entries therein, on what proof made.

every such assignment so registered shall be valid against any one previously executed, but subsequently registered, or unregistered; but all the conditions of the sale, grant or location must have been complied with, or dispensed with by the Superintendent-General, before such registration is made.

Their effect.

Proviso.

33. If any subscribing witness to any such assignment is deceased, or has left the province, the Superintendent-General may register such assignment upon the production of an affidavit proving the death or absence of such witness and his handwriting, or the handwriting of the party making such assignment.

If a subscribing witness be dead, &c.

34. On any application for a patent by the heir, assignee or devisee of the original purchaser from the Crown, the Superintendent-General may receive proof in such manner as he may direct and require in support of any claim for a patent when the original purchaser is dead, and upon being satisfied

Proof on application for patent.

- that the claim has been equitably and justly established, may allow the same, and cause a patent to issue accordingly; but nothing in this section shall limit the right of a party claiming a patent to land in the province of Ontario to make application at any time to the commissioner, under the "Act respecting claims to lands in Upper Canada for which no patents have issued."
- Proviso.
- Con. Stat. U.C., c. 80.
- Duty of Superintendent in case of fraud.
- Cancelling patent.
- Obtaining possession after such cancellation in case of resistance.
- Order in the nature of writ of possession.
35. If the Superintendent-General is satisfied that any purchaser or lessee of any Indian lands, or any assignee claiming under or through him, has been guilty of any fraud or imposition, or has violated any of the conditions of sale or lease, or if any such sale or lease has been or is made or issued in error or mistake, he may cancel such sale or lease, and resume the land therein mentioned, or dispose of it as if no sale or lease thereof had ever been made; and all such cancellations heretofore made by the Governor in Council or the Superintendent-General shall continue valid until altered.
36. When any purchaser, lessee or other person refuses or neglects to deliver up possession of any land after revocation or cancellation of the sale or lease as aforesaid, or when any person is wrongfully in possession of any Indian lands and refuses to vacate or abandon possession of the same, the Superintendent-General may apply to the county judge of the county, or to a judge of the superior court in the circuit, in which the land lies in Ontario or Quebec, or to any judge of a superior court of law or any county judge of the county in which the land lies in any other province, or to any stipendiary magistrate in any territory in which the land lies, for an order in the nature of a writ, of *habere facias possessionem*, or writ of possession, and the said judge or magistrate, upon proof to his satisfaction that the right or title of the party to hold such land has been revoked or cancelled as aforesaid, or that such person is wrongfully in possession of Indian lands, shall grant an order upon the purchaser, lessee or person in possession, to deliver up the same to the Superintendent-General, or person by him authorized to receive the same; and such order shall have the same force as a writ of

habere facias possessionem, or writ of possession; and the Execution. sheriff, or any bailiff or person to whom it may have been trusted for execution by the Superintendent-General, shall execute the same in like manner as he would execute such writ in an action of ejectment or possessory action.

37. Whenever any rent payable to the Crown on any lease of Indian lands is in arrear, the Superintendent-General, or any agent or officer appointed under this Act and authorized by the Superintendent-General to act in such cases, may issue a warrant, directed to any person or persons by him named therein, in the shape of a distress warrant as in ordinary cases of landlord and tenant, or as in the case of distress and warrant of a justice of the peace for non-payment of a pecuniary penalty; and the same proceedings may be had thereon for the collection of such arrears as in either of the said last mentioned cases; or an action of debt as in ordinary cases of rent in arrear may be brought therefore in the name of the Superintendent-General; but demand of rent shall not be necessary in any case.

38. When by law or by any deed, lease or agreement relating to any of the lands herein referred to, any notice is required to be given, or any act to be done, by or on behalf of the Crown, such notice may be given and act done by or by the authority of the Superintendent-General.

39. Whenever letters patent have been issued to or in the name of the wrong party, through mistake, or contain any clerical error or misnomer, or wrong description of any material fact therein, or of the land thereby intended to be granted, the Superintendent-General (there being no adverse claim) may direct the defective letters patent to be cancelled, and a minute of such cancellation to be entered in the margin of the registry of the original letters patent, and correct letters patent to be issued in their stead, which corrected letters patent shall relate back to the date of those so cancelled, and have the same effect as if issued at the date of such cancelled letters patent.

40. In all cases in which grants or letters patent have issued for the same land inconsistent with each other through error,

Enforcing
payment
of rent.

Proceeding
for.

Notice re-
quired by
law, how to
be given.

Cancelling
patents
issued by
mistake.

New
patents.

Lands
patented
twice over.

and in all cases of sales or appropriations of the same land inconsistent with each other, the Superintendent-General may in cases of sale, cause a repayment of the purchase-money, with interest, or when the land has passed from the original purchaser or has been improved before a discovery of the error, he may in substitution assign land or grant a certificate entitling the party to purchase Indian lands, of such value and to such extent as to him, the Superintendent-General, may seem just and equitable under the circumstances; but no such claim shall be entertained unless it be preferred within five years from the discovery of the error.

Repayment of price in certain cases.

Limitation of time for claim.

Case of deficiency of land provided for.

Compensation.

Limitation of time for claim.

Certain courts may avoid patents issued in error, &c.

41. Whenever by reason of false survey or error in the books or plans in the Indian Branch of the Department of the Interior, any grant, sale, or appropriation of land is found to be deficient, or any parcel of land contains less than the quantity of land mentioned in the patent therefor, the Superintendent-General may order the purchase-money of so much land as is deficient, with the interest thereon, from the time of the application therefor, or, if the land has passed from the original purchaser, then the purchase-money which the claimant (provided he was ignorant of a deficiency at the time of his purchase) has paid for so much of the land as is deficient, with interest thereon from the time of the application therefor, to be paid to him in land or in money, as he, the Superintendent-General, may direct;—But no such claim shall be entertained unless application has been made within five years from the date of the patent, nor unless the deficiency is equal to one-tenth of the whole quantity described as being contained in the particular lot or parcel of land granted.

42. In all cases wherein patents for Indian lands have issued through fraud or in error or improvidence, the Exchequer Court of Canada, or a superior court of law or equity in any province may, upon action, bill, or plaint, respecting such lands situate within their jurisdiction, and upon hearing of the parties interested, or upon default of the said parties after such notice of proceeding as the said courts shall respectively order, decree such patents to be void; and upon a registry of such decree in the office of the Registrar-General of

Canada, such patents shall be void to all intents. The practice in court, in such cases, shall be regulated by orders to be from time to time made by the said courts respectively; and any action or proceeding commenced under any former Act may be continued under this section, which, for the purpose of any such action or proceeding shall be construed as merely continuing the provisions of such former Act.

Practice in such cases.

43. If any agent appointed or continued in office under this Act knowingly and falsely informs, or causes to be informed, any person applying to him to purchase any land within his division and agency, that the same has already been purchased, or refuses to permit the person so applying to purchase the same according to existing regulations, such agent shall be liable therefor to the person so applying in the sum of five dollars for each acre of land which the person so applying offered to purchase, to be recovered by action of debt in any court, having jurisdiction in civil cases to the amount.

Punishment of agents giving false information as to lands.

Penalty.

Recovery.

44. If any person, before or at the time of the public sale of any Indian lands, by intimidation, combination, or unfair management, hinders or prevents, or attempts to hinder or prevent, any person from bidding upon or purchasing any lands so offered for sale, every such offender, his, her, or their aids and abettors, shall, for every such offence, be guilty of a misdemeanour, and on conviction thereof, shall be liable to a fine not exceeding four hundred dollars, or imprisonment for a term not exceeding two years, or both, in the discretion of the court.

Punishment for preventing sale.

Misdemeanour, fine and imprisonment.

MANAGEMENT AND SALE OF TIMBER.

45. The Superintendent-General, or any officer or agent authorized by him to that effect, may grant licenses to cut timber on reserves on ungranted Indian lands at such rates, and subject to such conditions, regulations and restrictions, as may from time to time be established by the Governor in Council, such conditions, regulations, and restrictions to be adapted to the locality in which such reserves or lands are situated.

Licenses to cut timber, how granted.

For what time.
As to error in description, etc.

46. No license shall be so granted for a longer period than twelve months from the date thereof; and if in consequence of any incorrectness of survey or other error, or cause whatsoever, a license is found to comprise land included in a license of a prior date, or land not being reserves or ungranted Indian lands, the license granted shall be void in so far as it comprises such land, and the holder or proprietor of the license so rendered void shall have no claim upon the Government for indemnity or compensation by reason of such avoidance.

License must describe the lands: its effect.

47. Every license shall describe the lands upon which the timber may be cut, and shall confer for the time being on the nominee, the right to take and keep exclusive possession of the land so described, subject to such regulations and restrictions as may be established;—And every license shall vest in the holder thereof all rights of property whatsoever in all trees, timber and lumber cut within the limits of the license during the term thereof, whether such trees, timber and lumber are cut by authority of the holder of such license or by any other person, with or without his consent;—And every license shall entitle the holder thereof to seize in revendication or otherwise, such trees, timber or lumber where the same are found in the possession of any unauthorized person, and also to institute any action or suit at law or in equity against any wrongful possessor or trespasser, and to prosecute all trespassers and other offenders to punishment, and to recover damages, if any;—And all proceedings pending at the expiration of any license may be continued to final termination as if the license had not expired.

Further rights of holders as to trespassers.

Return to be made by licensee.

48. Every person obtaining a license shall, at the expiration thereof, make to the officer or agent granting the same, or to the Superintendent-General a return of the number and kinds of trees cut, and of the quantity and description of saw-logs, or of the number and description of sticks of square timber, manufactured and carried away under such license; and such statement shall be sworn to by the holder of the license, or his agent, or by his foreman; And any person refusing or neglecting to furnish such statement, or evading or attempting to evade any regulation made by Order in Council, shall be held

Punishment for evasion.

to have cut without authority, and the timber made shall be dealt with accordingly.

49. All timber cut under license shall be liable for the payment of the dues thereon, so long as and wheresoever the said timber or any part of it may be found, whether in the original logs or manufactured into deals, boards or other stuff,—and all officers or agents entrusted with the collection of such dues may follow all such timber and seize and detain the same wherever it is found, until the dues are paid or secured.

Timber to be liable for dues.

50. Bonds or promissory notes taken for the dues, either before or after the cutting of the timber, as collateral security or to facilitate collection, shall not in any way affect the lien of the Crown on the timber, but the lien shall subsist until the said dues are actually discharged.

Notes, etc., taken, not to affect lien.

51. If any timber so seized and detained for non-payment of dues remains more than twelve months in the custody of the agent or person appointed to guard the same, without the dues and expenses being paid,—then the Superintendent-General, with the previous sanction of the Governor in Council, may order a sale of the said timber to be made after sufficient notice,—and the balance of the proceeds of such sale, after retaining the amount of dues and costs incurred shall be handed over to the owner or claimant of such timber.

Sale of timber seized after a certain time.

Balance of proceeds.

52. If any person without authority cuts or employs or induces any other person to cut, or assists in cutting any timber of any kind on Indian lands, or removes or carries away or employs or induces or assists any other person to remove or carry away any merchantable timber of any kind so cut from Indian lands aforesaid, he shall not acquire any right to the timber so cut, or any claim to any remuneration for cutting, preparing the same for market, or conveying the same to or towards market,—and when the timber or saw-logs made has or have been removed out of the reach of the officers of the Indian Branch of the Department of the Interior, or it is otherwise found impossible to seize the same, he shall in addition to the loss of his labour and disbursements, forfeit a sum of three dollars for each tree (rafting stuff excepted), which he is proved to have cut or caused to be cut or carried away,—and such sum shall be recoverable with costs, at the

Punishment for unlawfully cutting timber, forfeiture.

Penalty if timber is removed.

How recoverable.

Proof. suit and in the name of the Superintendent-General or resident agent, in any court having jurisdiction in civil matters to the amount of the penalty;—And in all such cases it shall be incumbent on the party charged to prove his authority to cut; and the averment of the party seizing or prosecuting, that he is duly employed under the authority of this Act, shall be sufficient proof thereof, unless the defendant proves the contrary.

Seizure of timber cut without authority.

53. Whenever satisfactory information, supported by affidavit made before a justice of the peace or before any other competent authority, is received by the Superintendent-General, or any other officer or agent acting under him, that any timber or quantity of timber has been cut without authority on Indian lands, and describing where the said timber can be found, the said Superintendent-General, officer, or agent, or any one of them, may seize or cause to be seized, in Her Majesty's name, the timber so reported to have been cut without authority, wherever it is found, and place the same under proper custody, until a decision can be had in the matter from competent authority;

When it has been indistinguishably mixed with other timber.

2. And where the timber so reported to have been cut without authority on Indian lands, has been made up with other timber into a crib, dram or raft, or in any other manner has been so mixed up at the mills or elsewhere, as to render it impossible or very difficult to distinguish the timber so cut on reserves or Indian lands without licence, from other timber with which it is mixed up, the whole of the timber so mixed shall be held to have been cut without authority on Indian lands, and shall be liable to seizure and forfeiture accordingly, until satisfactorily separated by the holder.

All to be deemed cut on Indian lands.

Officer seizing may command assistance. Punishment for resistance.

54. Any officer or person seizing timber, in the discharge of his duty under this Act, may in the name of the Crown call in any assistance necessary for securing and protecting the timber so seized; and whosoever under any pretence, either by assault, force or violence, or by threat of such assault, force or violence, in any way resists or obstructs any officer or person acting in his aid, in the discharge of his duty under this Act, is guilty of felony, and liable to punishment accordingly.

Felony.

55. Whosoever, whether pretending to be the owner or not, either secretly or openly, and whether with or without force or violence, takes or carries away, or causes to be taken or carried away, without permission of the officer or person who seized the same, or of some competent authority, any timber seized and detained as subject to forfeiture under this Act, before the same has been declared by competent authority to have been seized without due cause, shall be deemed to have stolen such timber being the property of the Crown and guilty of felony, and is liable to punishment accordingly;

2. And whenever any timber is seized for non-payment of Crown dues or for any other cause of forfeiture, or any prosecution is brought for any penalty or forfeiture under this Act, and any question arises whether the said dues have been paid on such timber, or whether the said timber was cut on other than any of the lands aforesaid, the burden of proving payment, or on what land the said timber was cut, shall lie on the owner or claimant of such timber, and not on the officer who seizes the same, or the party bringing such prosecution.

56. All timber seized under this Act shall be deemed to be condemned, unless the person from whom it was seized, or the owner thereof, within one month from the day of the seizure, gives notice to the seizing officer, or nearest officer or agent of the Superintendent-General, that he claims or intends to claim the same; failing such notice, the officer or agent seizing shall report the circumstances to the Superintendent-General, who may order the sale of the said timber by the said officer or agent, after a notice on the spot, of at least thirty days.

2. And any judge having competent jurisdiction, may, whenever he deems it proper, try and terminate such seizures, and may order the delivery of the timber to the alleged owner, on receiving security by bond with two good and sufficient sureties to be first approved by the said agent, to pay double the value in case of condemnation,—and such bond shall be taken in the name of the Superintendent-General, to Her Majesty's use, and shall be delivered up to and kept by the

Conveying
by with-
out autho-
rity to be
stealing.

Onus of
proof that
dues have
been paid.

When to be
deemed
condemned.

Sale.

How seiz-
ures may be
tried and
determined.

Security
may be
ordered by
bond.

If timber be condemned, Superintendent-General,—and if such seized timber is condemned, the value thereof shall be paid forthwith to the Superintendent-General, or agent, and the bond cancelled, otherwise the penalty of such bond shall be enforced and recovered.

Evasion of dues to forfeit timber. 57. Every person availing himself of any false statement or oath to evade the payment of dues under this Act, shall forfeit the timber on which dues are attempted to be evaded.

MONEYS.

To be dealt with as heretofore. 58. All moneys or securities of any kind applicable to the support or benefit of Indians, or any band of Indians, and all moneys accrued or hereafter to accrue from the sale of any Indian lands or of any timber on any reserves or Indian lands shall, subject to the provisions of this Act, be applicable to the same purposes, and be dealt with in the same manner as they might have been applied to or dealt with before the passing of this Act.

Governor in Council may direct investment of Indian funds. 59. The Governor in Council may, subject to the provisions of this Act, direct how, and in what manner, and by whom the moneys arising from sales of Indian lands, and from the property held or to be held in trust for the Indians, or from any timber on Indian lands or reserves, or from any other source for the benefit of Indians (with the exception of any small sum not exceeding ten per cent. of the proceeds of any lands, timber or property, which may be agreed at the time of the surrender to be paid to the members of the band interested therein), shall be invested from time to time, and how the payments or assistance to which the Indians may be entitled shall be made or given, and may provide for the general management of such moneys, and direct what percentage or proportion thereof shall be set apart from time to time, to cover the cost of and attendant upon the management of reserves, lands, property and moneys under the provisions of this Act, and for the construction or repair of roads passing through such reserves or lands, and by way of contribution to schools frequented by such Indians.

Proceeds of sales to Receiver-General. 60. The proceeds arising from the sale or lease of any Indian lands, or from the timber, hay, stone, minerals or other valu-

ables thereon, or on a reserve, shall be paid to the Receiver-General to the credit of the Indian fund.

COUNCILS AND CHIEFS.

61. At the election of a chief or chiefs, or the granting of any ordinary consent required of a band of Indians under this Act, those entitled to vote at the council or meeting thereof shall be the male members of the band of the full age of twenty-one years; and the vote of a majority of such members at a council or meeting of the band summoned according to their rules, and held in the presence of the Superintendent-General, or an agent acting under his instructions, shall be sufficient to determine such election, or grant such consent;

Votes at election of chiefs.

Provided that in the case of any band having a council of chiefs or councillors, any ordinary consent required of the band may be granted by a vote of a majority of such chiefs or councillors at a council summoned according to their rules, and held in the presence of the Superintendent-General or his agent.

In ordinary cases.

62. The Governor in Council may order that the chiefs of any band of Indians shall be elected, as hereinbefore provided, at such time and place as the Superintendent-General may direct, and they shall in such case be elected for a period of three years, unless deposed by the Governor for dishonesty, intemperance, immorality, or incompetency; and they may be in the proportion of one head chief and two second chiefs or councillors for every two hundred Indians; but any such band composed of thirty Indians may have one chief: Provided always, that all life chiefs now living shall continue as such until death or resignation, or until their removal by the Governor for dishonesty, intemperance, immorality or incompetency.

Periods of election how fixed: and term of office.

Number of chiefs.

Proviso: as to life chiefs.

63. The chief or chiefs of any band in council may frame, subject to confirmation by the Governor in Council, rules and regulations for the following subjects, viz.:

Chiefs to make regulations for certain purposes.

1. The care of the public health;
2. The observance of order and decorum at assemblies of the Indians in general council, or on other occasions;
3. The repression of intemperance and profligacy;

4. The prevention of trespass by cattle; also for the protection of sheep.
5. The construction and maintenance of water-courses, roads, bridges, ditches and fences;
6. The construction and repair of school houses, council houses and other Indian public buildings;
7. The establishment of pounds and the appointment of pound-keepers;
8. The locating of the land in their reserves, and the establishment of a register of such locations.
9. The repression of noxious weeds.
10. The imposition of punishment, by fine or penalty, or by imprisonment, or both, for infraction of any of such rules or regulations,—the fine or penalty in no case to exceed thirty dollars, and the imprisonment in no case to exceed thirty days."

PRIVILEGES OF INDIANS.

To be taxable in certain cases only.

64. No Indian or non-treaty Indian shall be liable to be taxed for any real or personal property, unless he holds real estate under lease or in fee simple, or personal property, outside of the reserve or special reserve, in which case he shall be liable to be taxed for such real or personal property at the same rate as other persons in the locality in which it is situate.

Lands held in trust for Indians not taxable.

65. All land vested in the Crown, or in any person or body corporate, in trust for or for the use of any Indian or non-treaty Indian, or any band or irregular band of Indians or non-treaty Indians shall be exempt from taxation.

No mortgage to be taken from Indians.

66. No person shall take any security or otherwise obtain any lien or charge, whether by mortgage, judgment or otherwise, upon real or personal property of any Indian or non-treaty Indian within Canada, except on real or personal property subject to taxation under section sixty-four of this Act: Provided always, that any person selling any article to an Indian or non-treaty Indian may, notwithstanding this section, take security on such article for any part of the price thereof which may be unpaid.

May sue for wrongs.

67. Indians and non-treaty Indians shall have the right to

sue for debts due to them or in respect of any tort or wrong inflicted upon them, or to compel the performance of obligations contracted with them.

68. No pawn taken of any Indian or non-treaty Indian for any intoxicant shall be retained by the person to whom such pawn is delivered, but the thing so pawned may be sued for and recovered, with costs of suit, by the Indian or non-treaty Indian who has deposited the same, before any court of competent jurisdiction.

Pawns for intoxicants not to be held.

69. No presents given to Indians or non-treaty Indians, nor any property purchased, or acquired with or by means of any annuities granted to Indians or any part thereof, and in the possession of any band of such Indians or of any Indian of any band or irregular band, shall be liable to be taken, seized, or distrained for any debt, matter or cause whatsoever. Nor in the province of British Columbia, the province of Manitoba, the North-West Territories or in the territory of Keewatin, shall the same be sold, bartered, exchanged or given by any band or irregular band of Indians or any Indian of any such band to any person or Indian other than an Indian of such band; and any such sale, barter, exchange or gift shall be absolutely null and void, unless such sale, barter, exchange or gift be made with the written assent of the Superintendent-General or his agent; and whosoever buys or otherwise acquires any presents or property purchased as aforesaid, without the written consent of the Superintendent-General, or his agent as aforesaid, is guilty of a misdemeanor, and is punishable by fine not exceeding two hundred dollars, or by imprisonment not exceeding six months, in any place of confinement other than a penitentiary. If any presents given to Indians or non-treaty Indians, or any property purchased or acquired with or by means of any annuities granted to Indians be unlawfully in the possession of any person, within the true intent and meaning of this section, any person acting under the authority (either general or special) of the Superintendent-General, may, with such assistance in that behalf as he may think necessary, seize and take possession of the same, and he shall deal therewith as the Superintendent-General may direct.

Presents not to be taken for debts.

Nor sold in certain provinces, etc.

Except with assent of Superintendent-General.

Penalty for contravention.

Additional provisions as to presents to Indians.

DISABILITIES AND PENALTIES.

Indians may not have homestead in Manitoba and N.W. Territories except as specified.

70. No Indian or non-treaty Indian, resident in the province of Manitoba, the North-West Territories or the territory of Keewatin, shall be held capable of having acquired or acquiring a homestead or pre-emption right to a quarter section, or any portion of land in any surveyed or unsurveyed lands in the said province of Manitoba, the North-West Territories or the territory of Keewatin, or the right to share in the distribution of any lands allotted to half-breeds, subject to the following exceptions :

- (a) He shall not be disturbed in the occupation of any plot on which he has or may have permanent improvements prior to his becoming a party to any treaty with the Crown :
- (b) Nothing in this section shall prevent the Government of Canada, if found desirable, from compensating any Indian for his improvements on such a plot of land without obtaining a formal surrender therefor from the band :
- (c) Nothing in this section shall apply to any person who withdrew from any Indian treaty prior to the first day of October, in the year one thousand eight hundred and seventy-four.

Indians undergoing punishment by imprisonment, not to receive share of annuity.

71. Any Indian convicted of any crime punishable by imprisonment in any penitentiary or other place of confinement, shall, during such imprisonment, be excluded from participating in the annuities, interest money, or rents payable to the band of which he or she is a member ; and whenever any Indian shall be convicted of any crime punishable by imprisonment in a penitentiary or other place of confinement, the legal costs incurred in procuring such conviction, and in carrying out the various sentences recorded, may be defrayed by the Superintendent-General, and paid out of any annuity or interest coming to such Indian, or to the band, as the case may be.

Payment of annuity may be refused to Indian deserting his family.

72. The Superintendent-General shall have power to stop the payment of the annuity and interest money of any Indian who may be proved, to the satisfaction of the Superintendent-

General, to have been guilty of deserting his or her family, and the said Superintendent-General may apply the same towards the support of any family, woman or child so deserted; also to stop the payment of the annuity and interest money of any woman having no children, who deserts her husband and lives immorally with another man.

And so as to women.

73. The Superintendent-General in cases where sick, or disabled, or aged and destitute persons are not provided for by the band of Indians of which they are members, may furnish sufficient aid from the funds of the band for the relief of such sick, disabled, aged or destitute persons.

Provision for sick, etc., not provided for by the band.

EVIDENCE OF NON-CHRISTIAN INDIANS.

74. Upon any inquest, or upon any inquiry into any matter involving a criminal charge, or upon the trial of any crime or offence whatsoever or by whomsoever committed, it shall be lawful for any court, judge, stipendiary magistrate, coroner or justice of the peace to receive the evidence of any Indian or non-treaty Indian, who is destitute of the knowledge of God and of any fixed and clear belief in religion or in a future state of rewards and punishments, without administering the usual form of oath to any such Indian, or non-treaty Indian, as aforesaid, upon his solemn affirmation or declaration to tell the truth, the whole truth and nothing but the truth, or in such form as may be approved by such court, judge, stipendiary magistrate, coroner, or justice of the peace as most binding on the conscience of such Indian or non-treaty Indian.

How Heathen Indians may be sworn.

75. Provided that in the case of any inquest, or upon any inquiry into any matter involving a criminal charge, or upon the trial of any crime or offence whatsoever, the substance of the evidence or information of any such Indian, or non-treaty Indian, as aforesaid, shall be reduced to writing, and signed by the person (by mark if necessary) giving the same, and verified by the signature or mark of the person acting as interpreter (if any) and by the signature of the judge, stipendiary magistrate or coroner, or justice of the peace or person before whom such evidence or information has been given.

Substance of evidence to be reduced to writing and attested.

76. The court, judge, stipendiary magistrate, or justice of the peace shall, before taking any such evidence, information,

Indian to be cautioned to tell the truth.

or examination, caution every such Indian, or non-treaty Indian, as aforesaid, that he will be liable to incur punishment if he do not so as aforesaid tell the truth.

Written declaration, etc., of Indians may be used in like cases as those of other persons.

77. The written declaration or examination, made, taken and verified in manner aforesaid, of any such Indian or non-treaty Indian as aforesaid, may be lawfully read and received as evidence upon the trial of any criminal suit or proceedings, when under the like circumstances the written affidavit, examination, deposition or confession of any other person, might be lawfully read and received as evidence.

False testimony to be perjury.

78. Every solemn affirmation or declaration in whatever form made or taken by any Indian or non-treaty Indian as aforesaid shall be of the same force and effect as if such Indian or non-treaty Indian had taken an oath in the usual form, and he or she shall in like manner incur the penalty of perjury in case of falsehood.

INTOXICANTS.

Punishment of persons furnishing intoxicants to Indians.

79. Whoever sells, exchanges with, barter, supplies or gives to any Indian, or non-treaty Indian in Canada, any kind of intoxicant, or causes or procures the same to be done, or connives or attempts thereat or opens or keeps, or causes to be opened or kept, on any reserve or special reserve, a tavern, house or building where any intoxicant is sold, bartered, exchanged or given, or is found in possession of any intoxicant in the house, tent, wigwam or place of abode of any Indian or non-treaty Indian, shall, on conviction thereof before any judge, stipendiary magistrate or two justices of the peace, upon the evidence of one credible witness other than the informer or prosecutor, be liable to imprisonment for a period not less than one month nor exceeding six months, with or without hard labour, and be fined not less than fifty nor more than three hundred dollars, with costs of prosecution,—one moiety of the fine to go to the informer or prosecutor, and the other moiety to Her Majesty, to form part of the fund for the benefit of that body of Indians or non-treaty Indians, with respect to one or more members of which the offence was committed; and the commander or person in charge of any steamer or other vessel, or boat, from or on board of which

Penalties and application.

Of commanders of vessels furnishing the same.

any intoxicant has been sold, bartered, exchanged, supplied or given to any Indian or non-treaty Indian, shall be liable, on conviction thereof, before any judge, stipendiary magistrate, or two justices of the peace, upon the evidence of one credible witness other than the informer or prosecutor, to be fined not less than fifty nor exceeding three hundred dollars for each such offence, with costs of prosecution,—the moieties of the fine to be applicable as hereinbefore mentioned; and in default of immediate payment of such fine and costs any person so fined shall be committed to any common gaol, house of correction, lock-up, or other place of confinement by the judge, stipendiary magistrate or two justices of the peace before whom the conviction has taken place, for a period of not less than one nor more than six months, with or without hard labour, or until such fine and costs are paid and any Indian or non-treaty Indian who makes or manufactures any intoxicant, or who has in his possession, or concealed, or who sells, exchanges with, barter, supplies or gives to any other Indian or non-treaty Indian in Canada any kind of intoxicant shall, on conviction thereof, before any judge, stipendiary magistrate or two justices of the peace, upon the evidence of one credible witness other than the informer or prosecutor, be liable to imprisonment for a period of not less than one month nor more than six months, with or without hard labour; and in all cases arising under this section, Indians or non-treaty Indians, shall be competent witnesses: but no penalty shall be incurred in case of sickness where the intoxicant is made use of under the sanction of a medical man or under the directions of a minister of religion.

80. The keg, barrel, case, box, package or receptacle whence any intoxicant has been sold, exchanged, bartered, supplied or given, and as well that in which the original supply was contained as the vessel wherein any portion of such original supply was supplied as aforesaid, and the remainder of the contents thereof, if such barrel, keg, case, box, package, receptacle or vessel aforesaid respectively, can be identified, and any intoxicant imported or manufactured or brought into and upon any reserve or special reserve, or into the house, tent, wigwam or place of abode of any Indian or non-treaty

Penalties and application.

Imprisonment in default of payment.

Punishment of Indian making, selling or having in possession any intoxicant.

Exception.

Keg or cask, etc., in which intoxicants are carried to be forfeited.

Intoxicants and vessels containing them may be seized.

Indian, may be seized by any constable wheresoever found on such land or in such place; and on complaint before any judge, stipendiary magistrate or justice of the peace, he may, on the evidence of any credible witness that this Act has been contravened in respect thereof, declare the same forfeited, and cause the same to be forthwith destroyed; and may condemn the Indian or other person in whose possession they were found to pay a penalty not exceeding one hundred dollars nor less than fifty dollars, and the costs of prosecution; and one-half of such penalty shall belong to the prosecutor and the other half to Her Majesty, for the purposes hereinbefore mentioned; and in default of immediate payment, the offender may be committed to any common gaol, house of correction, lock-up or other place of confinement with or without hard labor, for any time not exceeding six nor less than two months unless such fine and costs are sooner paid.

And destroyed by order of J. P.

Person in whose possession they were found subject to penalty from \$50 to \$100.

Imprisonment in default of payment.

Vessels used in conveying intoxicants in contravention of this Act, subject to seizure and forfeiture.

Articles exchanged for intoxicants may be seized and forfeited.

Indians intoxicated may be arrested and imprisoned until sober. And fined.

81. When it is proved before any judge, stipendiary magistrate or two justices of the peace that any vessel, boat, canoe or conveyance of any description upon the sea or sea coast, or upon any river, lake or stream in Canada, is employed in carrying any intoxicant, to be supplied to Indians or non-treaty Indians, such vessel, boat, canoe or conveyance so employed may be seized and declared forfeited, as in the next preceding section, and sold, and the proceeds thereof paid to Her Majesty for the purposes hereinbefore mentioned.

82. Every article, chattel, commodity or thing in the purchase, acquisition, exchange, trade or barter of which in contravention of this Act the consideration, either wholly or in part, may be any intoxicant, shall be forfeited to Her Majesty and shall be seized as in the eightieth section in respect to any receptacle of any intoxicant, and may be sold and the proceeds thereof paid to Her Majesty for the purposes hereinbefore mentioned.

83. It shall be lawful for any constable, without process of law, to arrest any Indian or non-treaty Indian whom he may find in a state of intoxication, and to convey him to any common gaol, house of correction, lock-up or other place of confinement, there to be kept until he shall have become

sober; and such Indian or non-treaty Indian shall, when sober, be brought before any judge, stipendiary magistrate, or justice of the peace, and if convicted of being so found in a state of intoxication shall be liable to imprisonment in any common gaol, house of correction, lock-up or other place of confinement, for any period not exceeding one month. And if any Indian or non-treaty Indian, having been so convicted as aforesaid, refuses upon examination to state or give information of the person, place and time from whom, where and when, he procured such intoxicant, and if from any other Indian or non-treaty Indian, then, if within his knowledge, from whom, where and when such intoxicant was originally procured or received, he shall be liable to imprisonment as aforesaid for a further period not exceeding fourteen days.

And further punished if they refuse to say from whom they got the intoxicants.

84. No appeal shall lie from any conviction under the five next preceding sections of this Act, except to a Judge of any superior court of law, county, or circuit, or district court, or to the Chairman or Judge of the Court of the Sessions of the Peace, having jurisdiction where the conviction was had, and such appeal shall be heard, tried, and adjudicated upon by such judge without the intervention of a jury; and no such appeal shall be brought after the expiration of thirty days from the conviction.

To what Judges only an appeal shall lie from conviction under five next preceding sections.

85. No prosecution, conviction or commitment under this Act shall be invalid on account of want of form, so long as the same is according to the true meaning of this Act.

Want of form not to invalidate conviction.

ENFRANCHISEMENT.

86. Whenever any Indian man, or unmarried woman, of the full age of twenty-one years, obtains the consent of the band of which he or she is a member to become enfranchised, and whenever such Indian has been assigned by the band a suitable allotment of land for that purpose, the local agent shall report such action of the band, and the name of the applicant to the Superintendent-General; whereupon the said Superintendent-General, if satisfied that the proposed allotment of land is equitable, shall authorize some competent per-

Report of Agent when Indian obtains consent of band to be enfranchised.

Inquiry thereupon.

Location ticket on favourable report.

son to report whether the applicant is an Indian who, from the degree of civilization to which he or she has attained, and the character for integrity, morality and sobriety which he or she bears, appears to be qualified to become a proprietor of land in fee simple; and upon the favorable report of such person, the Superintendent-General may grant such Indian a location ticket as a probationary Indian, for the land allotted to him or her by the band.

Indian admitted to degrees in Universities, etc.

(1.) Any Indian who may be admitted to the degree of Doctor of Medicine, or to any other degree by any University of Learning, or who may be admitted in any Province of the Dominion to practise law either as an Advocate or as a Barrister or Counsellor or Solicitor or Attorney or to be a Notary Public, or who may enter Holy Orders or who may be licensed by any denomination of Christians as a Minister of the Gospel, shall *ipso facto* become and be enfranchised under this Act.

Patent after certain period of probation.

87. After the expiration of three years (or such longer period as the Superintendent-General may deem necessary in the event of such Indian's conduct not being satisfactory), the Governor may, on the report of the Superintendent-General, order the issue of letters patent, granting to such Indian in fee simple the land which had, with this object in view, been allotted to him or her by location ticket, and in such cases compliance with the provisions of sections twenty-five and twenty-six and the sub-sections thereof shall not be necessary.

Indian to declare name chosen; and to be known by it.

88. Every such Indian shall, before the issue of the letters patent mentioned in the next preceding section, declare to the Superintendent-General the name and surname by which he or she wishes to be enfranchised and thereafter known, and on his or her receiving such letters patent, in such name and surname, he or she shall be held to be also enfranchised, and he or she shall thereafter be known by such name or surname, and if such Indian be a married man his wife and minor unmarried children also shall be held to be enfranchised; and from the date of such letters patent the provisions of this Act and of any Act or law making any distinction between the legal rights, privileges, disabilities and liabilities of Indians

Wife and minor children enfranchised. Effect of such enfranchisement.

and those of Her Majesty's other subjects shall cease to apply to any Indian, or to the wife or minor unmarried children of any Indian as aforesaid, so declared to be enfranchised, who shall no longer be deemed Indians within the meaning of the laws relating to Indians, except in so far as their right to participate in the annuities and interest moneys, and rents and councils of the band of Indians to which they belonged is concerned: Provided always, that any children of a probationary Indian, who being minors and unmarried when the probationary ticket was granted to such Indian, arrive at the full age of twenty-one years before the letters patent are issued to such Indian, may, at the discretion of the Governor in Council, receive letters patent in their own names for their respective shares of the land allotted under the said ticket, at the same time that letters patent are granted to their parents: and provided, that if any Indian child having arrived at the full age of twenty-one years, during his or her parents' probationary period, be unqualified for enfranchisement, or if any child of such parent, having been a minor at the commencement of such period, be married during such period, then a quantity of land equal to the share of such child shall be deducted in such manner as may be directed by the Superintendent-General, from the allotment made to such Indian parent on receiving his probationary ticket.

Proviso as to children attaining majority before their father's probation expires.

Proviso as to children found unqualified, or being married.

89. If any probationary Indian should fail in qualifying to become enfranchised, or should die before the expiration of the required probation, his or her claim, or the claim of his or her heirs to the land, for which a probationary ticket was granted, or the claim of any unqualified Indian, or of any Indian who may marry during his or her parents' probationary period, to the land deducted under the operation of the next preceding section from his or her parents' probationary allotment, shall in all respects be the same as that conferred by an ordinary location ticket, as provided in the sixth, seventh, eighth and ninth sections of this Act.

Case of Indian dying before expiration of probation or failing to qualify.

90. The children of any widow who becomes either a probationary or enfranchised Indian shall be entitled to the same privileges as those of a male head of a family in like circumstances.

As to children of widows probationary or enfranchised.

Rules for allotting lands to probationary Indians.

Proviso: as to power of band in this behalf.

As to Indians not members of the band, but permitted to reside on their reserve.

Proviso.

Provision when band decides that all its members may become enfranchised.

Or when Indian becomes qualified by exemplary conduct.

91. In allotting land to probationary Indians, the quantity to be located to the head of a family shall be in proportion to the number of such family compared with the total quantity of land in the reserve, and the whole number of the band, but any band may determine what quantity shall be allotted to each member for enfranchisement purposes, provided each female of any age, and each male member under fourteen years of age receive not less than one-half the quantity allotted to each male member of fourteen years of age and over.

92. Any Indian, not a member of the band, or any non-treaty Indian, who, with the consent of the band and the approval of the Superintendent-General, has been permitted to reside upon the reserve, or obtain a location thereon, may, on being assigned a suitable allotment of land by the band for enfranchisement, become enfranchised on the same terms and conditions as a member of the band; and such enfranchisement shall confer upon such Indian the same legal rights and privileges, and make such Indian subject to such disabilities and liabilities as affect Her Majesty's other subjects; but such enfranchisement shall not confer upon such Indian any right to participate in the annuities, interest moneys, rents and councils of the band.

93. Whenever any band of Indians, at a council summoned for the purpose according to their rules, and held in the presence of the Superintendent-General or of an agent duly authorized by him to attend such council, decides to allow every member of the band who chooses, and who may be found qualified, to become enfranchised, and to receive his or her share of the principal moneys of the band, and sets apart for such member a suitable allotment of land for the purpose, any applicant of such band after such a decision may be dealt with as provided in the seven next preceding sections until his or her enfranchisement is attained; and whenever any member of the band, who for the three years immediately succeeding the date on which he or she was granted letters patent, or for any longer period that the Superintendent-General may deem necessary, by his or her exemplary good conduct and management of property, proves that he or she is qualified to receive

his or her share of such moneys, the Governor may, on the report of the Superintendent-General to that effect, order that the said Indian be paid his or her share of the capital funds at the credit of the band, or his or her share of the principal of the annuities of the band, estimated as yielding five per cent. out of such moneys as may be provided for the purpose by Parliament; and if such Indian be a married man then he shall also be paid his wife and minor unmarried children's share of such funds and other principal moneys, and if such Indian be a widow, she shall also be paid her minor unmarried children's share: and the unmarried children of such married Indians, who become of age during either the probationary period for enfranchisement or for payment of such moneys, if qualified by the character for integrity, morality and sobriety which they bear, shall receive their own share of such moneys when their parents are paid, and if not so qualified, before they can become enfranchised or receive payment of such moneys they must themselves pass through the probationary periods; and all such Indians and their unmarried minor children who are paid their share of the principal moneys of their band as aforesaid, shall thenceforward cease in every respect to be Indians of any class within the meaning of this Act, or Indians within the meaning of any other Act or law.

If such Indian be a married man or widow.

And as to unmarried children of such enfranchised married Indians.

94. Sections eighty-six to ninety-three, both inclusive, of this Act, shall not apply to any band of Indians in the Province of British Columbia, the Province of Manitoba, the North-West Territories, or the Territory of Keewatin, save in so far as the said sections may, by proclamation of the Governor-General, be from time to time extended, as they may be, to any band of Indians in any of the said provinces or territories.

Provision as to Indians in British Columbia, N.-W. Territories, or Keewatin.

MISCELLANEOUS PROVISIONS.

95. All affidavits required under this Act, or intended to be used in reference to any claim, business or transaction in the Indian Branch of the Department of the Interior, may be taken before the judge or clerk of any county or circuit court,

Before whom affidavits to be used under this Act may be made.

or any justice of the peace, or any commissioner for taking affidavits in any of the courts, or the Superintendent-General, or any Indian agent, or any surveyor duly licensed and sworn, appointed by the Superintendent-General to enquire into or take evidence or report in any matter submitted or pending before such Superintendent-General, or if made out of Canada, before the mayor or chief magistrate of, or the British Consul in, any city, town, or other municipality; and any wilful false swearing in any such affidavit shall be perjury.

Perjury.

Certified copies of official papers to be evidence.

96. Copies of any records, documents, books or papers belonging to or deposited in the Department of the Interior, attested under the signature of the Superintendent-General or of his Deputy shall be competent evidence in all cases in which the original records, documents, books or papers, could be evidence.

Governor in Council may exempt Indians from operation of any sections of this Act:—and again remove such exemption.

97. The Governor in Council may, by proclamation from time to time, exempt from the operation of this Act, or from the operation of any one or more of the sections of this Act, Indians or non-treaty Indians, or any of them, or any band or irregular band of them, or the reserves or special reserves, or Indian lands or any portions of them, in any province, in the North-West Territories, or in the Territory of Keewatin, or in either of them, and may again, by proclamation from time to time, remove such exemption.

Governor to appoint officers, etc., to be paid out of monies appropriated by Parliament.

98. The Governor may, from time to time, appoint officers and agents to carry out this Act, and any Orders in Council made under it, which officers and agents shall be paid in such manner and at such rates as the Governor in Council may direct out of any fund that may be appropriated by law for that purpose.

Acts and parts of Acts repealed, viz.: S. 56 of c. 61, and s. 50 of c. 68, Con. Stat. Can. S. 29 of c. 49 of Con. Stat. U. C., part

99. Section fifty-six of chapter sixty-one and section fifty of chapter sixty-eight of the Consolidated Statutes of Canada section twenty-nine of chapter forty-nine of the Consolidated Statutes for Upper Canada, and so much of chapter eighty-one of the said Consolidated Statutes for Upper Canada as relates to Indians or Indian lands, sections five to thirty-three inclusive, and sections thirty-seven and thirty-eight of the Act passed in the session held in the thirty-first year of Her

Majesty's reign, chaptered forty-two, and the Act passed in the session held in the thirty-second and thirty-third years of Her Majesty's reign, chaptered six, and the Act passed in the thirty-seventh year of Her Majesty's reign, chaptered twenty-one, are hereby repealed, with so much of any Act or law as may be inconsistent with this Act, or as makes any provision in any matter provided for by this Act, except only as to things done, rights acquired, obligations contracted, or penalties incurred before the coming into force of this Act; and this Act shall be construed not as a new law but as a consolidation of those hereby repealed in so far as they make the same provision that is made by this Act in any matter hereby provided for.

of c. 81 of
Con. Stat.
U. C. ss. 5
to 33, and
ss. 37, 38 of
31 V., c. 42.
Acts 32, 33
V., c. 6, and
37 V., c. 21.
etc., re-
pealed.

Saving
clause as to
things done,
etc.

100. No Act or enactment repealed by any Act hereby repealed shall revive by reason of such repeal.

Repealed
Acts not
to revive.

Sections 7 and 8 of Indian Act (1876) Amendment Act, 1879.

7. If any person, being the keeper of any house, allows or suffers any Indian woman to be or remain in such house, knowing, or having probable cause for believing, that such Indian woman is in or remains in such house with the intention of prostituting herself therein, such person shall be deemed guilty of an offence against this Act, and shall, on conviction thereof, in a summary way, before any Stipendiary Magistrate, Police Magistrate or Justice of the Peace, be liable to a fine of not less than ten dollars, or more than one hundred dollars, or to imprisonment in any gaol or place of confinement other than a penitentiary, for a term not exceeding six months.

Penalties
on keepers
of public
houses
committing
certain
offences.

How
enforced.

8. Any person who appears, acts or behaves as master or mistress, or as the person having the care, government or management of any house in which any Indian woman is, or remains for the purpose of prostituting herself therein, shall be deemed and taken to be the keeper thereof, notwithstanding he or she may not in fact be the real keeper thereof.

Who shall
be deemed
master or
mistress of
such house.

EXTRACTS FROM THE ANNUAL REPORTS OF THE
DEPARTMENT OF THE INTERIOR, CANADA.

1. THE VISITING SUPERINTENDENT'S REPORT FOR THE YEAR
1877-8 ON THE INDIANS OF THE GRAND RIVER SUPERIN-
TENDENCY.

ONTARIO,
GRAND RIVER SUPERINTENDENCY,
20th September, 1878.

The Honourable
The Superintendent General of Indian Affairs,
Ottawa.

SIR,—I have the honour to transmit the accompanying tabular statements, for the year ending 30th June last, but which, from unavoidable cause, is defective in those of implements, crops, and other industries, but judging from personal observation and inquiries, they would not vary much with those of the year previous.

The results of the harvest, were, on the whole, an increase, and of better qualities, arising no doubt from the distribution of seed under your authority.

In horses, cattle, and other stock, as also farming implements, an improvement is perceptible.

Some more land in "Commons" has been brought into cultivation, with consequent fencing.

The public health has been good, no epidemic. Ague fevers prevail, arising from stagnant swamps and creeks; but a probable remedy appears in the removal of quantities of drift and dead wood from the principal creeks, and so allow the waters to run freely, draining the smaller creeks, and with ditching, stagnant pools; to all of which the Indian Council and people are sensible, and will take the necessary action.

Temperance Societies are active in their organization, but a few evil-disposed Indians defy the law, by taking liquor on the Reserve, and cause trouble, prosecutions, and punishment.

The census show a continued natural increase.

The Six Nations number	3,152
Births	132
Deaths	111
Increase	<u>21</u>
The Mississaguas number	211
Births	8
Deaths	7
Increase	<u>1</u>
Population of the Reserve	<u>3,363</u>

One hundred and forty Licenses have been issued to Indians only, for the removal and sale of firewood, and for some logs for building purposes, such licenses being granted upon recommendation of Committees of the Council.

As it has become necessary to preserve the woods for the wants of the Indian people and succeeding generations, it is in contemplation to prohibit the removal of wood from the Reserve, while, it may be observed, traffic in wood has a tendency to withdraw attention from farming and other industries.

Roads and bridges are cared for, money expended, and the statute labour is well and zealously applied, indeed, the Indians rival and excel their white neighbours in that respect.

The Agricultural Society, and ploughing matches of the Six Nations, continue to prosper and flourish; the show last fall being most excellent, and the ploughing matches, with useful prizes, attract numerous competitors and excite a lively interest.

It is gratifying to announce and welcome the Acts of the Six Nations Council, to co-operate with the New England Company (London, England), in voting their first annual grant of \$1,500 towards education, and the maintenance of schools in their Reserve. Upon the suggestion of that Company, a new Board of Education for the Reserve has been formed, to which the Council have named three Indian representatives, your Visiting Superintendent being also a member of the Board.

It is pleasing to again allude to the admirable Mohawk Institute, supported by the New England Company; about

ninety children are there ; its doors being open to, and availed of by children from Indian Bands throughout Ontario and Quebec.

Upon the request of the Council of the Six Nations, and under your instructions, an arduous work was undertaken and carried into effect in an audit of claims—extending over the period of sixteen years—against the great majority of the Six Nations, the Council, in the most generous spirit, voting for the full payment of such claims, which you caused to be done.

It is imperative, however, that some course be adopted to prevent a recurrence of the injurious credits indulged in, and the Council appear anxious to secure that end.

The Six Nations evince their high sense of the constant good faith of the Crown by showing their loyalty upon all fitting occasions, and each anniversary of Her Majesty's Birthday is duly celebrated with a programme of proceedings pleasing to witness.

The Superintendent, by their request, presides on all such occasions.

On the last 24th of May a loyal farewell address was adopted to Her Majesty's representative, the Governor General, who, with the Countess of Dufferin, so kindly visited the Reserve and the Council House in August, 1874, an historical event remembered by the Six Nations.

This report, with those of the four previous years, convey very full information respecting the largest body of civilized Indians in the Dominion of Canada.

I have the honour to be, Sir,

Your most obedient servant,

J. T. GILKISON,

Visiting Superintendent and Commissioner.

2.—THE VISITING SUPERINTENDENT'S REPORTS FOR THE YEARS ENDING THE 30TH JUNE, 1874, 1875, AND 1876, ON THE INDIANS OF CHEMONG (MUD) AND RICE LAKES, AND THE BAY OF QUINTÉ.

REPORT FOR 1873-4.

Mississaguas of Mud Lake.

The census of this Band is the same as last year. There were, however, seven births and four deaths, the difference being made up by emigration.

They have one school, one teacher, and a resident missionary; the whole of which is supported by the New England Company.

The moral status of the Band is generally good and improving, and progress in civilization very fair, and better than most Indian Bands in the Superintendency. They have an excellent teacher and missionary, who keep a strict supervision over them, both socially and morally.

These Indians live by farming, hunting, and fishing, and the women and children supplement the whole by basket-making, they having sold during the last year nearly \$900 worth.

Mississaguas of Rice Lake.

This Band numbers the same as last year, there having been five births and five deaths.

I believe this is a very unhealthy situation, the miasma arising from the wild rice beds produces fevers; and, from whatever cause, there are more pulmonary diseases among these than are found among Indians generally.

These Indians are more honest, and less immoral, than some of the other Bands. They support themselves mostly by farming; the women making baskets and bark-work, of which a large quantity is manufactured.

I have not heard any complaints of poverty at any of my visits.

They have one good church, a school-house, and other buildings, the property of the Band.

Mohawks of the Bay of Quinté.

These Indians are steadily increasing in number, and are, as a band, as much advanced in civilization as any other in this Superintendency.

They are members of the Church of England, and have two very fine stone churches ; one of them quite handsomely finished.

There are three school-houses, one brick and two frame; the branches of education taught being the same as in the Public Schools of the Province. One of these institutions is taught by an Indian woman, and the other two by white men. They are supported partly by the New England Company, and partly from Indian funds ; and also by assessment on the white settlers, who are lessees of lands on the Reserve.

REPORT FOR 1874-5.

Mississaguas of Mud Lake.

There is an increase of eleven in this Band ; eight by births and three by immigration.

They are under the care of the New England Society, and are well looked after by the Agent of that Society and their excellent teacher. Their progress is steady and encouraging. They support themselves by farming, hunting, and fishing, and during the winter season their wives and children make a large number of baskets, for which they obtain a ready sale.

Mississaguas of Rice Lake.

This Band numbers 111, showing a decrease of ten for the year. As I before reported, this is a very unhealthy situation, and the number of deaths amongst the young men and women reaches a higher percentage than at any other point with which I am acquainted.

As is usual with Indians, the women of this Band contribute largely to the support of their families, by making baskets and bark-work, and assisting to gather the wild rice, which they store for winter use.

They have one school, taught by an intelligent white girl, supported by the Methodist Church, of which they are members.

Mohawks of the Bay of Quinté.

This Band now numbers 804, being an increase of twenty persons for the year.

They have three schools, taught by one man and two women—

one of the latter being an Indian woman. There are 320 children in the Band; about 120 of them attend school. The schools are supported by Indian funds, and from subscriptions of the white settlers on the Reserve, whose children also attend the schools.

REPORT FOR 1875-6.

Mississaguas of Mud Lake.

Here they have an excellent teacher, and a resident Agent of the New England Company, who watches over them carefully, and strives to keep them from whisky, in which he is pretty successful, except when they wander from the village.

The system of giving prizes as rewards for industry, by the New England Company, has had a very salutary influence, and many of the Indians show their appreciation in striving to raise good crops.

Mississaguas of Rice Lake.

This Band shows a decrease of four, which goes to establish what I have before reported, the unhealthiness of the situation of their Reserve.

Besides farming and hunting, they find a considerable addition to their subsistence, during the winter months, in the wild rice they gather during the autumn.

Mohawks of the Bay of Quinté.

The Mohawks of the Bay of Quinté are improving in habits of industry, and generally support their families in comfort.

3. THE VISITING SUPERINTENDENT'S REPORT FOR THE YEAR 1877-8 ON THE INDIANS OF THE CENTRAL SUPERINTENDENCY, IN WHICH ARE INCLUDED THE MISSISSAGUAS OF CHEMONG AND RICE LAKES, AND THE MOHAWKS OF THE BAY OF QUINTÉ.

ONTARIO,
CENTRAL SUPERINTENDENCY,
TORONTO, 10th October, 1878.

The Honourable
The Superintendent General of Indian Affairs,
Ottawa.

SIR,—In accordance with instructions contained in your circular of the 14th August last, I have the honour to submit the following report on the condition of the Indians in this Superintendency, together with a tabular statement showing progress in agriculture, &c., for the year ended on the 30th June last.

I am much pleased to be able to report a general healthy condition of the Indians in this Superintendency, the natural increase for the past year being eighty-six, which is greater than for many years previously. This, no doubt, is in a great measure due to the extreme mildness of the past winter.

The number of Indians as shown on the last census is 2808,* who received during the year as annuities, pensions, salaries, and for other purposes, about \$48,500.00. There are also upwards of 300 Indians in this division who have no fund, and do not participate in these payments, making a total of over 3100 people.

I find great difficulty in obtaining anything like satisfactory information of the quantity of land under cultivation, and the produce therefrom, arising in some cases from carelessness and in others from inability to give the desired information. The returns show a considerable increase in the amount of produce raised over that of previous years. I am quite satisfied that the Indians in this Superintendency are generally improving in habits of industry, and more especially as regards farming; the

* Population of Mississaguas of Scugog, Rice, and Mud Lakes, 305.

great drawback to further progress is the want of suitable agricultural implements, and if any means could be adopted to supply this want it would materially improve their condition.

As regards educational matters I can only repeat what I have heretofore stated, that the Indians do not place sufficient value on the education of their children; they exercise no control over them, and apparently take no interest in sending them to school regularly.

If compulsory education should be adopted with any class, it certainly should be with Indians; but one of the greatest drawbacks, however, to the education of Indian children is the want of proper teachers, the great majority of the teachers employed are totally unqualified for the position, and the only remedy for this evil is to pay higher salaries and demand a higher state of proficiency; and in all cases the appointment of teachers should be in the hands of the Department.

As regards intemperance, I am pleased to say that there is a gradual but decided improvement.

I have the honour to be, Sir,

Your obedient servant,

WM. PLUMMER,

Superintendent and Commissioner of Indian Affairs.

Rice Lake	1,200	160	60	880	20 00	...	...	21,000 00	27,000 00	9	11	6	...
Mohawks of the Bay of Quinté	17,000	8,500	4,000	3,701	23 C)	3,725	2 00	347,450 00	383,450 00	32	32	35	4
Chippewas and Pottawatomes of Walpole Island	10,000	1,312	219	3,000	8 00	...	...	80,000 00	97,000 00	51	25	20	17
													1

NAME OF TRIBE OR BAND.	Stock.										Crops raised in 1875.					Furs.	
	Horses.	Cows.	Sheep.	Pigs.	Oxen.	Young Stock.	Wheat.	Peas.	Potatoes.	Oats.	Hay.	Timber cut and sold under licence.	Quantity taken.	Value.	Description.	Value.	
																	Bush.
Six Nations, Grand River	790	564	288	1,133	111	630	Bush. 3,320 Barley. 19,133 Buck W. 5,965 283	Bush. 11,412 Rye. 43	Bush. 6,831	Bush. 32,470	1,438	...	...	...	...	...	...
Mississaguas of the Credit, Grand River	93	81	143	143	8	85	3,170	2,261	755	6,947	294	...	...	...	...	...	...
" Mud Lake	11	18	35	25	6	5	150	150	400	875	20	...	...	...	...	...	...
" Rice Lake	9	8	25	63	6	10	1,100	500	900	750	19	...	...	...	...	...	...
Mohawks of the Bay of Quinté	125	122	60	85	16	60	2,150	4,000	800	1,900	3,600	...	...	...	...	...	...
Chippewas and Pottawatomes of Walpole Island	313	139	259	636	12	194	5,084	1,401	798	3,688	462	...	...	...	...	...	...

NAME OF TRIBE OR BAND.	Other Industries.		Other Distribution.		Children.				Other Distribution.		Number of Schools.		Supervision of what Denomination.	
	Description.	Value.	Description.	Value.	Number in Band.	Of an amount.	Attending School.	Daily average attendance.	Number of Schools.	Indian Teachers.	Number of Schools.	Daily average attendance.	Description.	Value.
Six Nations, Grand River	Beadwork, Baskets and Mats.	\$ cts. 41,044 45	...	...	1,285	...	543	207	13	9	207	...	Schools under Supervision of what Denomination.	...
Mississaguas of the Credit, Grand River	Brooms and Mats.	7174 00	...	...	86	...	65	24	2	2	24	...	New England Company, Wesleyans, Trustees.	...
" Mud Lake	Maple Sugar.	69 00	Salaries.	48 12	81	No return.	60	...	1	1	...	...	New England Company	...
" Rice Lake	Baskets.	800 00	"	89 00	60	...	25	...	1	1	...	...	Methodist.	...
Mohawks of the Bay of Quinté	Baskets and Wild Rice.	360 00	Schools, etc.	800 00	427	...	115	...	3	1	...	...	New England Company, Episcopal and Methodist.	...
Chippewas and Pottawatomes of Walpole Island	...	...	Salaries	1,331 33	352	160	77	...	2	1	...	...	Episcopal and Wesleyan Methodist.	...

5. STATEMENT of the Condition of the Indian Schools on the Grand River, ended the 30th

Extracted from the last Annual Report of the

Indian Reserve or Band to which Schools belong.	Names of Teachers.	Salary per Annum.	From what Fund paid.
		\$ cts.	
<i>Six Nations Indians.</i>			
1. Mohawk Institution, } Brantford }	{ Wm. Butcher Jennie Fisher.....	400 00 200 00	{ New England Company .
2. On Grand River	Henrietta Cromley	250 00	{ New England Company } and Indian Funds }
3. Do.	Elijah Powless	250 00	Do. do.
4. Do.	Frank Muchmore	250 00	Do. do.
5. Do.	Susan K. Hill	275 00	Do. do.
6. Do.	E. Beulah Howells	250 00	Do. do.
7. Do.	Christina John	250 00	Do. do.
8. Do.	George Hill	250 00	Do. do.
9. Do.	Maria Gordon	250 00	Do. do.
10. Do.	Jemima Stewart	250 00	Do. do.
11. Do.	Catherine Bennett	150 00	Voluntary & Indian Funds
12. Do.	Amelia E. Chechock ...	250 00	{ Wesleyan Society and } Indian Funds }
13. Do.	Benjamin Carpenter ...	250 00	Do. do.
Mississaguas of the Credit, } on Grand River .. }	{ A. A. Jones	200 00 200 00	{ Funds of the Band ... {
Mississaguas of Mud Lake ... Do. Rice Lake ...	Alfred McCue	400 00 180 00	New England Company ... Methodist Mission Fund ...
Mohawks of the Bay of Quinté Do. do. do.	Wm. S. Wilson	370 00 150 00 150 00	Indian Fund and Whites... Do. do. ... Do. do. ...

at Chemong and Rice Lakes, and at the Bay of Quinté, for the Year June, 1878.

Deputy Superintendent General of Indian Affairs.

Number of Boys on Roll.	Number of Girls on Roll.	Total number of Pupils on Roll.	Average Daily Attendance.	Number Reading and Spelling.	Number Writing.	Number learning Arithmetic.	Number learning Grammar.	Number learning Geography.	Number learning History.	Number using Indian Books.	Remarks.
44	46	90	90	90	90	90	90	31	...	...	All resident in the Institution. Industrial training twice a week. The boys do farmwork; the girls, housework, &c.
28	23	51	25	51	51	42	13	13	17	...	Scripture, needlework.
25	25	50	21	50	24	29	3	5	...	...	Do. singing and catechism.
24	16	39	19	40	24	20	9	14	...	...	Do. dictation.
15	17	31	17	31	27	14	5	6	...	...	Do. do. and catechism.
18	11	29	14	26	29	22	4	4	3	...	Do. do. do.
21	13	30	12	35	21	13	7	5	...	...	Do. do. do.
20	15	35	16	35	20	19	10	8	...	...	Do. tables and recitations.
21	23	44	14	44	23	22	3	3	3	...	Do. dictation, sewing, and catechism.
24	18	42	20	42	38	33	16	14	10	8	Do. do. do.
8	7	15	7	13	6	5	...	...	...	...	Do. catechism.
15	9	24	11	24	21	23	3	3	...	...	Dictation.
15	15	30	9	29	15	14	...	2	...	...
12	14	26	10	26	14	8	3	7	...	...
15	8	23	10	23	18	14	6	5	...	...
10	10	20	14	19	13	9	2	3	...	...
14	12	26	12	26	26	23	11	6	6	...	Dictation and needlework.
9	8	17	8	17	17	4	4	4	...	...
7	10	17	5	17	17	8	1	3	...	...
20	16	36	19	36	31	20	2	4	...	...

MOHAWK INSTITUTION.

BRANTFORD, ONTARIO.

1. REGULATIONS.

This Institution is maintained and managed solely by the New England Company, and is established for the purpose of civilizing the Indians and advancing the Christian Religion among them, and imparting a good education, combined with all kinds of useful industrial training, to the youth of both sexes of the Six Nations and other tribes of Indians.

Its aim is to impart such an education as shall fit its pupils for teachers amongst their own people, at the same time training them in the arts and practices of civilized nations.

The boys and girls occupy separate and distinct portions of the Institution, and each pupil is provided with a separate bed, and food and clothing of the best description.

Rules relating to Pupils.

1. Vacancies in the Institution are principally filled up from the day-schools on the Indian Reserve from candidates of any religious denomination, who have been examined by the School Board of the Six Nations Indian Reserve, and have obtained a certificate of fitness for admission. Other Indian children may be admitted on permission being granted by the Company, and having obtained the necessary certificate of fitness from the missionary or school-teacher of the district in which they reside. In the latter case, application for admission should be made to the Superintendent at the Institution.

2. The qualifications for admission are, that the candidate must be between the ages of 10 and 17 years, of good character, and must be able to read the 2nd book of lessons, and possess a fair knowledge of the simple rules of arithmetic.

3. The school terms are from the last Saturday in August to the 31st of January, and from the 1st of February to the Saturday next before the 20th of July.

4. No girls or small boys will be permitted to leave the Institution unless fetched away by some responsible person, or the parents have signified to the Superintendent in writing that they desire their children to proceed home alone. Girls will not be permitted to go out, not even to visit friends, unless wearing the distinctive dress of the Institution, so that they may be easily recognized.

5. No holidays other than those stated above can be allowed, except in cases of sickness.

6. Whenever it is desirable that pupils should return to their homes during the school terms, in consequence of the sickness or death of relatives, a note to that effect must be presented to the Superintendent, signed by either the minister or doctor of the district in which the pupil resides.

7. Pupils leaving the Institution without the sanction of the Superintendent, must be returned by their friends within forty-eight hours, or they will be considered as dismissed from the Institution. In the event of the pupil not returning within the time specified, all articles of clothing, etc., the property of the Institution, must be immediately returned to the Institution.

8. It is expected that all pupils entering the Institution during any term, will remain until its completion; and that those who wish to continue to avail themselves of its advantages will return punctually at the appointed time.

9. If by any reason a pupil is prevented from returning on the day the school opens, the parents must communicate the reason to the Superintendent within ten days, or such pupil's name will be removed from the books of the Institution.

10. In cases where pupils have been absent from the Institution from any cause for a period not exceeding two calendar months, on seeking re-admission they must present the Superintendent with a certificate of character from the missionary of the district in which they reside.

11. Each pupil in the Institution will receive on an average not less than 28 hours' schooling per week, exclusive of Sundays. In addition, the girls will receive instruction in sewing, knitting,

and all kinds of domestic work ; the boys in farming, gardening, and such other useful occupations as may be from time to time deemed advisable.

12. The Superintendent is empowered to expel any pupil from the Institution who shall grossly misconduct him or herself ; or who, through continued disregard to the rules of the school, shall render such expulsion desirable.

13. All necessary articles of winter and summer clothing are provided for the use of pupils at the Institution only ; but parents are required to supply their children with clothing for use elsewhere.

14. Pupils are at liberty to write to or receive letters from their relations and friends as often as they wish, but in order to guard against improper correspondence, all communications must be addressed to the care of the Superintendent, who will open and peruse the same should he deem it advisable.

Rules respecting Visitors.

1. Visitors are at liberty to inspect any part of the Institution during the school term, between the hours of 10 A.M. and 4 P.M., excepting on Thursdays and Saturdays, when the Institution is open for inspection between the hours of 10 and 12 A.M. only.

2. Visitors are invited to question or address the pupils, as it will tend to overcome their extreme shyness.

3. It is desired that visitors will, before leaving the Institution, inscribe their names and addresses in the visitors' book, together with any remarks they may desire to make.

4. Pupils may receive visits from their friends any Saturday between the hours of 10 A.M. and 4 P.M. Such visits to take place in the room set apart for that purpose.

5. All visitors must enter the Institution by the front door. On no account can any one be permitted to enter the kitchen or other parts of the Institution, without permission.

2.—THE SUPERINTENDENT'S ANNUAL REPORTS ON THE MOHAWK INSTITUTION FOR THE YEARS 1873-8, PRESENTED TO THE SPECIAL COMMITTEE OF THE NEW ENGLAND COMPANY.

REPORT FOR 1873.

During the year 1873 four boys were admitted, and two boys and one girl re-admitted, and twenty-one boys and fifteen girls left the Institution. In the latter numbers are included all those pupils who have not returned since the summer vacation, and whose names were removed from the books on the 31st December.

During the latter half of the year the general conduct of the pupils, and of the boys especially, has steadily improved, and I am happy to say that they now meet my utmost expectations, many of them exhibiting an amount of industry, obedience, and carefulness I never expected them to attain in so short a time.

This result is owing to the excellent manner in which Mr. Barefoot and Miss Fisher have seconded my endeavours and the hearty zeal they have displayed in anticipating my wishes and carrying out my instructions for the good of those entrusted to their charge.

The educational progress of pupils has been satisfactory, considering the very unsettled state of the school, and the irregular attendance during the early part of the year. Now however, that good order has been established, and both pupils and their friends begin to understand that the changes introduced are to the advantage, a spirit to regard the rules of the Institution is exhibiting itself, and the children appear as cheerful and contented as can be expected of them. Since it has become a rule that the pupils in the Institution should speak English at all times, excepting on their half-holidays, they have made greater progress in their studies, and appear far more intelligent; whilst by accustoming themselves to speak English when at play, fluency of expression is being rapidly acquired.

As an instance of the advantages attending the compulsory use

of English, especially at recreation time, I must point out Catherine Gibson, who was admitted in April, 1871; but in April, 1873, she could neither speak nor understand a word of English, and barely knew the alphabet, and being an Onondaga did not understand Mohawk, the language generally spoken here. Now she can well understand and speak English very fairly and is progressing rapidly in reading.

When children who were not Mohawks came to the Institution they had two languages to acquire—Mohawk and English; the former being used amongst themselves and at play-time, was very well learned; the latter used only when speaking to an officer of the school, was very imperfectly understood, and soon forgotten. Some of the elder boys who left in the spring had been here over seven years, yet some could barely make themselves understood in English; now we have neither boys nor girls who cannot speak English far better than those referred to.

In such subjects as Scripture, geography, grammar, etc., very little progress has been made up to the present, as until a better acquaintance with the English language was attained, it was utterly impossible to exercise the reasoning faculties of the pupils, they could only repeat their lessons by rote, without in the least understanding what they said.

For the last four months I have myself instructed the whole school in Scripture history, as unfortunately school teachers in Canada are not trained to teach this important subject, it being altogether excluded from the public schools.

The religious knowledge of the pupils is still, in my opinion, lamentably deficient; and as they are unaccustomed to answer questions it is very difficult to instruct them.

It has afforded me great pleasure to instruct the pupils in singing, as they take great pains, and make excellent progress.

Some of the elder girls are learning to play the harmonium, but the small one belonging to the Institution is getting past use. I should be glad to have a new one for them, but have hesitated to ask a grant from the Committee for that purpose at present. We have just purchased one for the church (by subscription), costing \$132; so I cannot appeal to our friends here for assistance for some time.

The farming operations have not been attended with the success I could have wished. Much of the land has been overworked, and some considerable portion allowed to get into a most filthy condition.

The Indian corn crop was an entire failure, although the field was planted three times. Twenty acres of fall wheat yielded only 150 bushels, and twenty acres of barley the same quantity; when a fair crop should equal, at least, 400 bushels of wheat and 600 of barley, to the twenty acres. The failure of these crops left the farm deficient in feed and litter, and will necessitate the feeding of hay to the stock that might otherwise have been sold.

Much of the farm is still uncultivated for the want of proper draining, and clearing of bushes and trees, although more has been ploughed this year than formerly.

The potato crop was the best in the neighbourhood, fortunately escaping the ravages of the potato-bug to a great extent. In anticipation of a failure in this crop I grew a large quantity of white beans.

The "flats," comprising 90 to 100 acres, will afford excellent pasturage, but, owing to the heavy floods that sweep across them, they are unfitted for cultivation. A moveable fence is now in progress for this part of the arm, so that in future the Company will derive the full advantage of it.

On the whole the farm is well fitted for the purposes of a dairy and stock farm; and by increasing the number of cows kept a good sum may be realized by the sale of milk, etc., whilst the increased quantity of manure will greatly increase the arable land.

To render the farm profitable it will require considerable outlay for the next two or three years; and an additional labourer should be regularly employed, as much waste is caused by want of proper supervision and care, whilst the employment of casual labourers is not conducive to successful farming, owing to a want of personal interest. To gain the full benefit of the boys' work, and to properly instruct them, one man is altogether inadequate for so large a farm. Being confident the Committee will concur in this opinion, I shall endeavour to obtain the service of a respectable and competent person at once.

The sum of \$146.75 was realized during three months of the year by the sale of milk and letting pasturage. The sums obtained from this source may be considerably increased when the fences are in good order.

I should be glad if the Committee would make a special grant at once towards road-making, grading, clearing, etc, or permit me to purchase two more horses, which might be resold when many of the necessary improvements have been carried out (the latter would be by far the least expensive), for owing to the brief summer seasons, and the impossibility of doing such work during the winter, very little progress can be made under existing circumstances, although the utmost is made of every opportunity.

In order to profitably employ men and horses during the winter months, I am endeavouring to purchase a quantity of firewood on the Reserve. It can be purchased there for one-half what it would cost delivered at the Institution, and can be drawn when no other out-door work is possible.

Five large pig-sties were erected during the year from materials taken from the old Institution buildings, the remainder of the expenses being charged to farm repairs.

The year has not passed without severe trial, difficulties and disappointments; but under the blessing of the Almighty, I am looking forward confidently to that success which is sure to follow, when narrow prejudices and party spirit have ceased to interfere with the work I have in hand.

In conclusion I beg to thank you, gentlemen, for the kind support you have afforded me in my endeavours to faithfully discharge the duties of my office.

I have the honour to be, etc.,

ROBERT ASHTON.

REPORT FOR 1874.

During the year 29 boys and 17 girls have been admitted into the Institution, and 14 boys and 11 girls (the latter number including one girl who was temporarily re-admitted at the close of last year) have left the Institution.

Three girls and five boys left the Institution without permission, and, not returning within the required period, their names were removed from the Register. The former left because I refused to let them leave the Institution for their homes unless accompanied by some responsible person. They had each been upwards of *seven* years in the Institution. Four of the boys had been but a very short time in the school, and one had absconded four or five times.

Conduct of Pupils.

I do not think it would be possible to select a school of boys whose conduct would be so uniformly good as that of the boys in this Institution.

The girls are not so well conducted; they are extremely self-willed and frequently quarrel amongst themselves. This arises from the fact that Indian girls are too soon treated as women, and allowed to do just as they think fit, when at home.

Educational Progress.

The educational progress has been most satisfactory. When I first came here the pupils showed a great deficiency of capacity for mental exertion, and it was all but impossible to obtain an intelligent answer to the most simple question. The teachers have laboured most zealously to exercise the mental powers of their pupils, and to raise the standard of English speaking amongst them. The classes are still very deficient in arithmetic; I have found this the weak subject with all Indian children. This arises from the fact, that until a child understands the

English language fairly, it is an absolute impossibility to explain to him the principles of numbers.

Industrial Training.

I have failed in inducing any of the boys to offer themselves for apprenticeships to trades; one boy wishes to be a carpenter, but would not consent to be bound for longer than *six months*. As most of the lads on leaving here will take to farming, we shall endeavour to make the training in that branch of industry as thorough as possible.

We experience great difficulty in obtaining desirable persons for training girls in kitchen and laundry work. The emigrant class supplies most of the domestics in this country, but they are not fitted for an institution of this kind; a better class of persons must be found if possible, and they should take a position above that of ordinary domestics. Nothing will induce Indian girls to become servants; they will not remain steadily in a situation if they obtain one. The Missionaries are all compelled to employ white girls entirely, as Indian girls will not remain with them more than a week or two.

All the clothing, including boys' *coats and pants*, has been made by the girls; they have also knitted all the socks, stockings, comforters, and clouds, in addition to keeping clothing and house linen in thorough repair.

Buildings, etc.

The following repairs and improvements have been made during the year:—

Boys' wash-room fitted with towel and boot racks, and open boxes (large pigeon holes) for each boy's working clothing.

Girls' wash-room similarly fitted.

New oak floor in senior school-room.

New closet and urinal for boys.

New brick foundation, new floors, joists, stairs, shingles, etc., to back verandah; cellar divided by a partition and fitted with shelves, etc., to afford a more secure store-room for provisions.

The new laundry will be shortly ready for use.

The following necessary repairs are recommended :—

New joists and floor in dining-room.

New floor in junior school-room, also in the kitchen.

New high board fence along one side of girl's playground.

A new set of desks and forms are required for senior school-room—cost about fifty dollars.

Farm.

The farm account shows a balance in favour of profits of 807·08, being 109·57 in excess of the profit of the preceding year. This, I think, the Committee will consider a satisfactory result of the year's operations, when they consider that the hay crop was a failure, and that a great amount of labour and time has been expended on improvements that, financially speaking, produce no present advantage. The potato crop was fair, though an immense amount of labour and attention was requisite to prevent it being entirely destroyed by the potato bug.

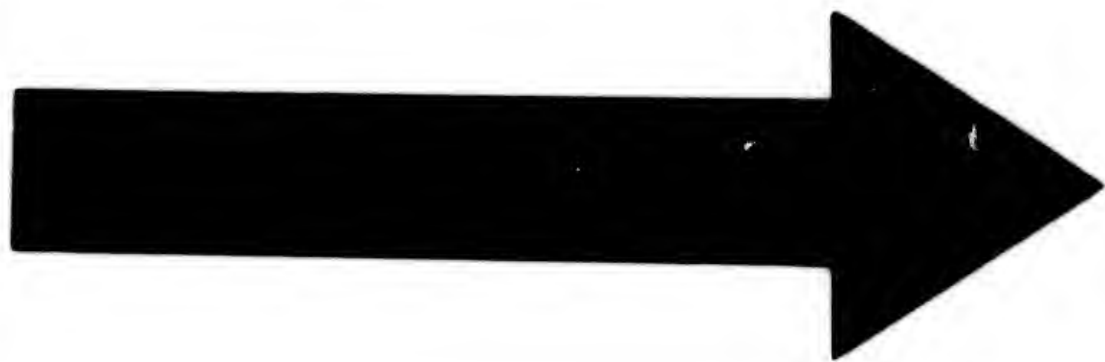
It will require years yet to place the farm in a really satisfactory condition, the land having been thoroughly run down. I have endeavoured, but without effect, to purchase manure in the neighbourhood, failing which, I have increased the live-stock, and shall have to sow clover for the purpose of ploughing it in, thereby sacrificing an occasional crop for the ultimate good of the land.

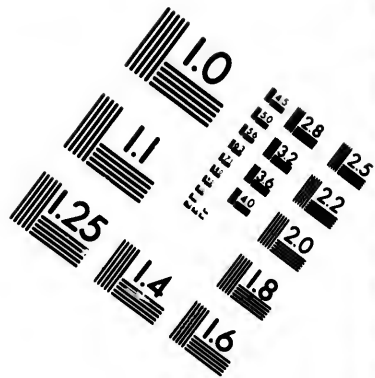
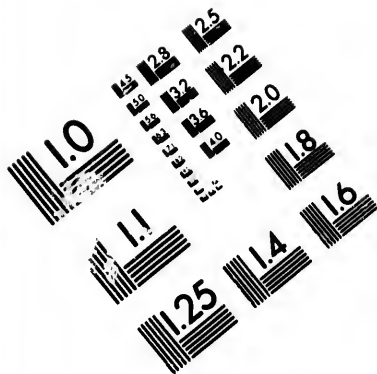
Improvements carried out.

Made during the winter 225 fourteen-foot panels of movable fencing for the "flats."

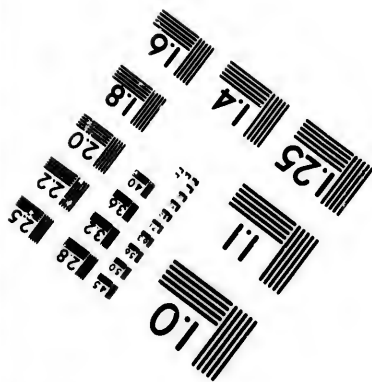
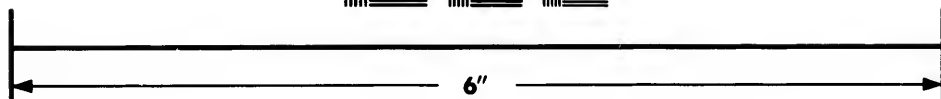
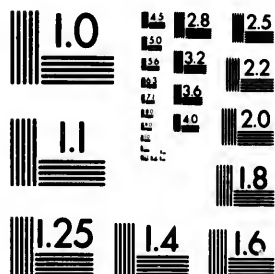
Cleared and broke up several acres of hitherto waste land.

Graded front ground of Institution, and carted hundreds of waggon-loads of mould to place over the sand and form a garden. This occupied men and teams the entire time they could possibly spare from attending to the crops.





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Planted fruit and shade trees, many of which have died owing to the continued drought.

Erected a poultry-house.

Necessary Improvements recommended.

Buildings. Enlarge stable and erect an implement-house over it. This is an absolute necessity. The older stable is breaking down, and we have nowhere to put many of the implements. The cost \$200.

About \$100 spent for posts and boards for new fences.

300 to 400 hurdles for movable fences (will be made during the present winter), the only outlay being one man's wages; all the materials being cut from the Mohawk Mission School Lot, and made up by the boys. By cutting the saplings and underwood for this purpose, the land will be sufficiently cleared to become useful as a summer pasture.

Cottages.

Of the cottages on the farm, the old Institution building and the cottage on the Babcock Lot, the former is altogether past use and the other is fast approaching the same condition; they present a dilapidated and untidy appearance. I should recommend their immediate removal but that it is necessary to have two cottages on the farm for the workmen to reside in, and it would be well if one occupied the site of the old Institution buildings, as that part of the farm called the 'Flats,' being at a distance from the Institution, requires the oversight of some one, otherwise the gate will be left open by persons passing through (see Right of Way), and strange cattle would be turned into the fields and pasture. By making use of portions of the materials in the old buildings, a respectable wooden cottage could be erected for about \$200, and this would yield a rental of $2\frac{1}{2}$ to 3 dollars per month. If the workman had it rent-free, it would of course yield the same value in a reduction of his wages.

It would be a great advantage if a residence for the farm foreman could be erected near to the farm buildings, as even from

the Babcock Cottage to the farm is a long way for a man to come at night, as he must do sometimes, to look through the cow-stable, etc. The sum of about \$200 would pay for the removal of the Babcock Cottage to a position nearer the farm buildings, and would put it in thorough repair. The only reason I did not propose this sooner was that probably the Committee would object to erect buildings on any but deeded land. If such objection should exist in this case, a site might be found for the cottage on the Ten-acre Lot, or the cottage could be built in such a way as to be easily removed.

Damage done to Farm by canal and millrace.

On surveying the farm in the spring, I discovered that the land I reported as damaged by the bursting of the canal bank, although enclosed by the Company's fences, is, in fact, 'reserved land,' like the piece now in dispute. I have, therefore, said no more to the Corporation of Brantford about it, but immediately applied to the Indian Department to have it included with the manual labour farm, to which it properly belongs.

With regard to damage done by millrace, I am advised that it would be next to useless to attempt to compel either the Corporation of Brantford or the millowner to cut a proper channel. The former would not be held liable for damage done by water after being used by the mill, and the mill having changed hands frequently, and only within the last few months been liberated by the Court of Chancery, it is doubtful if anything could be recovered from the present owner: I may, however, be able to get some assistance from him towards cutting the channel during the coming summer. I have a man now working on the farm who thoroughly understands ditching and draining, and with the assistance of the boys he will carry out the work without, I think, engaging additional labour.

Right of way to Farms on the Flats.

I am advised that the road through the 'Flats' is an old Indian road, and has been used so long that it is very doubtful if it could be closed.

Finance.

The cost of maintenance and management for the year amounts to \$6,558.02, being \$990.16 in excess of that of last year. The excess in cost of provisions is \$531 and in clothing \$632.

We have a larger stock of provisions on hand than at the close of last year, and the prices are higher.

The large outlay in clothing is owing to the Company supplying pupils with all necessary articles of apparel. The greater part of the extra clothing purchased will last for years.

Thanking you for the confidence and support you so kindly accord to me,

I have the honour to be, etc.,
ROBERT ASHTON.

REPORT FOR 1875.

During the year thirty-five children (seventeen boys and eighteen girls) have been admitted into the Institution, and twenty-six pupils (seventeen boys and nine girls) have left. Of the latter three boys and one girl absconded; one boy and two girls left through ill-health. The boy Abram N. Davis died of consumption a few days after leaving, one girl was also far gone in consumption, and the other had disease of the spine. Of the discharged pupils, nine had been less than one year in the Institution; of these, eight belonged to the Tuscarora Reserve.

The conduct, manners, intelligence, and contentment of the pupils generally, and of the girls in particular, have immensely improved during the year. For this encouraging result I am indebted to the employment of a superior class of persons, who, whilst instructing girls in domestic duties, could command their respect and enforce obedience and order. The whole of the cooking, cleaning, and most of the laundry work is now done by the girls under instruction, and in a short time they will be able to bake the greater part of the bread required.

The introduction of girls from other Reserves, and especially from the Bay of Quinté, has also been instrumental in improving the manners of the girls, as their greater intercourse with white people, and better acquaintance with the English language places them far in advance of their kindred of the Tuscarora Reserve. They more fully appreciate the advantages of the Institution, and consequently evince greater readiness in doing as they are bidden.

A comparison of Tables I. and II. of this Report with those of previous years will show that the educational standard of the Institution is steadily advancing, whilst the individual progress of each pupil is satisfactory.

Both the teachers evince a lively interest in their work, and the energetic efforts of Miss Fisher in the junior school are productive of the best results; the pupils passing from her classes to the senior school compare most favourably with the others in the intelligence and accuracy displayed in their work.

The Committee were pleased to sanction the admission of a few young and ignorant children to form a practising class for pupils under special training for teachers. I have not, however, availed myself of the permission to form this class at present, owing to the disappointments I have met with in failing to induce the most advanced scholars to place themselves under special training. They profess a desire to become teachers, but fail when their energies are put to the test, or else, believing themselves to be more competent than they really are, they persuade their friends to allow them to leave the Institution, thinking they will be able to obtain situations as teachers at once; this latter idea has arisen from the fact that they know that the majority of teachers in Indian schools are less qualified than themselves, and, with the natural incredulity of Indians, they refuse the guidance of those best fitted to direct them. After the summer vacation I selected the two most advanced girls, and, with the approbation of their friends, placed them in training for teachers; at first they displayed great zeal and application, but within a month expressed a wish to change. I used all possible means to induce them to persevere; they did so till the end of the term, and then left the Institution altogether.

When all teachers in Indian schools are subjected to an examination similar to that conducted by the Company's Missionaries, or are required to hold certificates of qualification, Indian youths will exercise as much zeal in seeking the attainments as they now display in obtaining the emoluments of teachers.

Table VI. shows the present condition of the 87 pupils, who have left the Institution during my superintendency.* I must admit that it is a most imperfect return compared with similar reports from Institutions maintained amongst white people, but allowance must be made for Indian character and customs, which prevent children seeking any regular employment, and hence both young men and young women may generally be said to reside with their friends, working a little here and there, until they marry and have homes of their own.

To accurately test the results of the training given in this Institution, it will be necessary to closely watch the lives of past pupils for years, and to ascertain from the condition of their homes, farms, and children, how far we succeed in inculcating good principles and establishing proper habits.

The cost of maintenance and management for the past year, inclusive of supplies received from the farm, amounts to \$6381.89 or \$176.13 less than in 1874, whilst the average number of pupils boarded was 9 more than in that year. The amount expended in repairs was only \$128.15, and includes the cost of seven storm sashes, two porches for doors, and a store cupboard in the workroom.

I sincerely trust the Company will shortly be able to grant sums for the improvement of the accommodation of the Institution. Under present circumstances I could not recommend the admission of more than eighty-two pupils, without incurring great risk in the possible event of any outbreak of sickness. On the boys' side of the house there is really no available accommodation for the sick. A small outlay in re-arranging my own apartments would add much to the comfort of myself and family, without occupying any more space than at present. My own sitting-room has to do duty for all purposes, including that of business office, whilst should one of the Company's Missionaries

* See p. 152.

be compelled to remain here all night, this same room must be used as a bed-room.

The cost of removing partitions will not be great, as they are of lath and plaster.

I will prepare plans and estimates for the most pressing wants and submit them shortly.

The farm account shows a balance in favour of profits of only \$209.47; this is mainly owing to the bad season and depression in price of all kinds of produce. The grass and corn crops entirely failed. 30 acres of the former yielded only about 2 tons of hay; and of 25 acres of corn, only a few bushels arrived at perfection, in consequence of the spring drought and early autumn frosts. This last item alone was a loss of from \$400 to \$500.

On the other hand a good deal has been done towards improvement at the cost of the farm, amongst which may be mentioned the making of 325 hurdles for movable fencing; the enlargement of stables, and building of an implement-house 50 x 20 feet; grading and gravelling the front grounds (work at least worth \$200), and digging a ditch 100 yards long by 10 feet wide. We have also ploughed 30 acres more land in the fall than on any former year.

I have endeavoured to follow closely the instructions of the Committee in the matter of the expenditure, undertaking nothing which involved a large outlay and promising only a remote return; at the same time I admit that in this department a liberal outlay is necessary before any moderately fair returns can be expected, as the work and expense attending the raising of such crops we get is excessive; and as each year the grass crop fails, we are compelled to feed the cattle with the straw that ought to be converted into manure and returned to the land.

During the coming summer it will be necessary to put new sills into the old barn, and while this is being done, the barn-yard might be very materially improved at small cost, by moving some of the buildings and re-arranging them in better order. As now situated the yard is searched by every wind, to the great detriment of the stock during the winter. An estimate of the

cost of the most necessary alterations and repairs will be submitted for your approval.

I may confidently assert that the year has been productive of the most marked results in the general improvement of the discipline, and character of the pupils, and in the public reputation of the Institution.

All the officers are becoming well accustomed to their work and, without exception, combine a high sense of the importance of their responsibilities with a zealous discharge of their duties.

I have now to express my sincere thanks for the continuance of your confidence and support,

And remain, &c.,

ROBERT ASHTON.

Table VI. Showing the present condition of 87 pupils who have left the Institution since 1872.

	Boys.	Girls.	Total.
Living with friends	36	21	57
Married	3	5	8
In service (Indian)	0	2	2
„ (White)	3	1	4
Attending other Institutions	1*	0	1
Re-admitted	0	1	1
Removed to the United States	2	1	3
Unascertained (residing at Caughnawaga)	5	1	6
Disgraced	0	2†	2
Dead	3	0	3
	53	34	87

* Gone with his mother to Shinwank Home, Garden River.

† Both these girls absconded from the Institution.

REPORT FOR 1876.

During the year 30 Indian children (15 boys and 15 girls) have been admitted into the Institution, and 24 pupils (12 boys and 12 girls) have been discharged, leaving an increased attendance of 6 over the same period of last year.

Of those discharged I am happy to say that none absconded; one boy, however, died of inflammation of the lungs, and one girl died of consumption a few months after leaving here. 13 have been less than one year in the Institution, 5 from 1 to 2 years, 2 from 2 to 3 years, 2 from 4 to 5 years, 1 from 6 to 7 years, 1 from 7 to 8 years. The majority leaving after being so short a time in the Institution evidences the lamentable want of control on the part of parents, and their indifference as to the future well-being of their children.

It is encouraging to notice the improvement that has taken place in the habits, intelligence, and appearance of the pupils during the past year, and to find that they perform their allotted tasks cheerfully and well, generally striving to merit the approbation of their instructors, all of whom take the deepest interest in promoting the good of those entrusted to their charge.

The educational progress has been more marked than in former years, and on reference to the accompanying tables I believe the Committee will consider it in every way satisfactory.

At the examination held by the Board of Missionaries at Christmas, the highest form of the Senior School passed a written examination from papers prepared for the examination of *teachers* on the Reserve. . . .

I consider that the attainments of the pupils in the highest class in the Junior School very nearly equal to the most advanced class in the Institution when I entered upon my duties here, whilst they are able to make far more use of what they do know. This results from the compulsory use of the English language at all times.

The school has lost the services of Mr. Isaac Barfoot, who for four years had charge of the Senior School, and was for many

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87

years a zealous and painstaking officer of the Company, and to me a most valued assistant. He is now studying for the ministry. Miss Fisher, as teacher in the Junior School, continues to discharge her duties to my entire satisfaction, and as she will have completed her fourth year of service on the 1st of May next, I would recommend that her salary be advanced \$25 per annum, from that date, as a mark of the Company's approbation.

The cost of maintenance and management for the year, inclusive of supplies received from the farm (which now supplies two-thirds of the provisions), amounts to \$7389.51, against \$6381.89 in 1875, being an increase of \$1007.62, the average number of pupils being 80, or 6 more than the previous year. The principal items in excess of expenditure over that of the previous year are as follows:—Provisions \$425.79 (we have a larger stock on hand, including 1300 lbs. of pork); repairs \$318.65; furniture \$180.77; sundries \$98.62.

The repairs included new floors in Junior school-room and kitchen, new joists and part new floor in dining-hall, altering and repairing Superintendent's apartments, building a covered way and closets for the girls, and thoroughly painting the front of the building. Furniture included new desks for senior school-room, and two pairs of blankets. Sundries included a fire extinguisher.

The average cost of each pupil, per gross outlay, was \$92.36, or £18 19s. 7d.

The enlargement of the building (\$400) and erection of a cupola on the main building (\$50), authorized by the Special Committee, could not be done before winter set in, but will be gone on with in the early spring.

The farm account unfortunately shows a loss of \$108.18, but in this respect is no exception to the general result of farming in this neighbourhood, as all the grain crops were extremely light and the potatoes and root crops entirely failed; we also lost a three-year old colt and a thoroughbred Durham bull, worth together about \$200.

On the other hand the farm has borne the expense of very considerable improvements. The stables were entirely refitted,

a barn and grauary removed and thoroughly repaired and improved, besides other extensive repairs. We also dug a ditch 1000 feet long with an average depth of $3\frac{1}{2}$ feet; built 800 feet of new board fence; removed and rebuilt with new posts 323 feet of picket fence, 550 feet of closely boarded fence (girls' yard), and 300 feet of board fence, and graded and gravelled grounds and roads to the value of upwards of \$300. We have also sown about 35 acres of fall wheat, and fall ploughed 40 acres of land additionally. With this I can hardly consider that the working of the farm for the past year has resulted in any loss to the Company.

In conclusion, I trust that this short review of another year's work will meet with your entire approbation. I have laboured anxiously to promote the happiness and insure the progress of those entrusted to my charge, and whilst setting them examples of industry and order worthy of their imitation, I have greatly improved the Company's property and exercised the strictest economy. I have not been unmindful of that better part of my duty and higher responsibilities, so that while I have the present happiness of seeing the material improvement taking place around me, I have also the hope that a beneficent Providence will, in His good time, bring all my labours to a successful issue.

I have the honour to be, etc.,

ROBERT ASHTON.

REPORT FOR 1877.

During the year 14 boys and 19 girls were admitted, 2 boys and 1 girl re-admitted, and 19 boys and 15 girls left the Institution; the number remaining on the books on the 31st December, 1877, being 83.

Although no deaths took place at the Institution, 4 girls died of consumption within three months after leaving.

Of the 34 pupils, whose names were removed from the books during the year, 5 had been less than one year in the institution.

9 from 1 to 2 years.

3 2 „ 3 „

M 2

6	from	3	to	4	years.
2	"	4	"	5	"
3	"	5	"	6	"
2	"	6	"	7	"
4	"	8 years and over.			

The cost of maintenance and management, inclusive of supplies received from the farm, amounts to \$6350·28, being a decrease of \$1039·23, as compared with the previous year. Provisions cost \$238·95, Clothing, \$233·08, Washing, fuel, and lights, \$207·86, Repairs and insurance, \$269·71, Furniture, \$152·66, less than in the preceding year. No regular issue of boys' clothing has been charged to this year's account. The stock of fire-wood for next year has not yet been purchased. Few repairs were done to the building, as the carpenters were fully employed in the erection of cottages, etc.

The average number of pupils was 83, and the cost per head, \$76·50, or £15 14s. 5d., against £18 1s. 7d. in 1876. The gross expenditure for maintenance and management and industrial departments exceeds that of the year 1876, by \$764·44, and includes the cost of erecting two cottages, making an addition to the main building, besides various improvements in farm buildings, etc., as specified hereafter.

The general conduct of the pupils both at work and school has been all that could reasonably be desired, whilst among themselves they always appear happy and contented.

The educational progress has been very satisfactory, and I am convinced that the teachers have discharged their duties conscientiously and well; in fact, I do not think I could possibly find a staff of subordinate officers who would as a whole display greater zeal in carrying on their work than do the present officers of this Institution.

The farm account shows a profit of \$1092, after expending \$398 cash in improving buildings and fences, and making allowance for the use of implements, reducing the value of horses, etc. The grounds were also very greatly improved.

A post and board fence, 2100 feet long, was erected to enclose the piece of land recently purchased from the Government, and 800 feet of fencing was rebuilt.

The land has gradually improved in fertility, and will now improve more rapidly, as it has been brought into condition to give crops of clover and grass.

Roots are still very much below an average crop, which is greatly to be regretted, as with the boys' labour we should be better able to work them than farmers generally are; and if successful they would be the most profitable, because supplying the greatest amount of feed and manure. I shall, however, engage as foreman for next year a farmer who has been well accustomed to root culture.

The live stock has, by the use of thoroughbred males, been very much improved, and we have now as good grade stock as any in the county.

Carpentering was commenced as a trade in April last, and being fortunate in obtaining the services of a thoroughly experienced and well-qualified foreman, I have no doubt that in time a profitable business will be established, in which the boys will be thoroughly instructed. A balance-sheet, showing the amount of work done during the year, has been added to the usual tables accompanying this report. As, however, all the work done was for the Company, no profit is shown but by the superiority of the buildings erected for the sums granted. The cottages alone are considered, by competent judges, to be worth from 600 to 700 dollars each, and I have declined an offer to erect one on the same model for six hundred dollars.

We have already received several proposals to erect buildings during the coming summer, and shall select those most convenient and profitable.

There are several alterations, repairs, and improvements required for the main building, and I strongly recommend the Company to permit the following to be carried out during the coming year, and charged in the regular account:—

To remove a staircase and make a suitable and respectable main entrance, with hall, etc.

To divide the present visiting-room with folding-doors, so as to form a music-room, with entrance from the girls' school-room. At present the girls practise in the visiting-room, but this arrangement is open to great objection, as the work is greatly

interrupted, and too great facility is afforded for intercourse with visitors before they are announced.

We are greatly inconvenienced by the kitchen being at one end of the dining-hall and the scullery at the other; the girls working in the scullery are therefore removed from as close supervision as is desirable, and the dining-hall is dirtied by the continual traffic from kitchen to scullery, and *vice versa*. I would respectfully suggest that the alterations shown in the plan be carried out.

The heating arrangements could be much improved before next winter at a small outlay.

The completion of the whole improvements, etc., as suggested, would not exceed the sum of six hundred dollars.

The accompanying tables and accounts will afford the Company the best information as to the condition of the Institution generally.

The great success which, under Divine blessing, has attended my humble efforts in carrying out the important work entrusted to me, is due to the encouragement and kindly support I have always met at the hands of your Committee, which has during the past year placed me under the deepest debt of gratitude for enabling me to recruit my health by a journey to England.

I am happy to say that I feel the blessing of returning health and strength, and can look forward with hope of increasing usefulness in your service.

I have the honour to be, &c.,
ROBERT ASHTON.

REPORT FOR 1878.

During the year 19 boys and 19 girls entered, and 18 boys and 18 girls left the Institution. The number remaining on the books on the 31st December, 1878, being 85.

Of the 36 pupils whose names were removed from the books during the year, 11 had been less than one year in the Institution.

10	from 1 to 2 years,
6	" 2 " 3 "
2	" 3 " 4 "
2	" 4 " 5 "
2	" 5 " 6 "
3	" 7 " 8 "

The cost of maintenance and management, inclusive of supplies received from the farm, amounts to \$7,134.29, an increase of \$784.01, as compared with the previous year.

Provisions cost \$28.80, washing, fuel, and lights, \$92.95 less—and salaries \$165.39, clothing, \$154.25, repairs, \$468.29, and furniture \$72.37, more than in the year 1877. (The boys received no regular issue of clothing in that year.)

The average number of pupils was 8.4, and the cost per head \$84.93, or £17 8s. against £15 14s. 5d. in 1877, and £18 19s. 7d. in 1876.

The gross expenditure for maintenance, management, and industrial departments, after deducting receipts, amounts to \$7,936.52, and includes the cost of erecting a play-house for the boys, and of extensive improvements and repairs to the main building.

The pupils continue to make satisfactory progress in their studies and industrial training, whilst there is such a steady improvement in the order and tone of the Institution generally, that I see every reason to believe that, with God's blessing, the highest purposes of your charitable endeavours to advance the moral and spiritual welfare of the Indians will be fully realized.

Thomas Green, who left this Institution in August last, passed the best examination of the first-year students in applied science at McGill University.

John Elliott, who entered the Ontario Agricultural College in 1877, obtained second-class honours at the recent examination.

Anna Jones passed the entrance examination to the Brantford Collegiate Institute at Midsummer, and on entering the school was immediately advanced to the second form.

The examination of our senior class is conducted in writing

and in future it is my intention to forward to you the best paper presented in each subject.

The farm account shows a profit for the year of only \$368-50. This is partly owing to the great depreciation in value of nearly all kinds of produce and stock, and partly to an entire failure of some of our most expensive crops, particularly potatoes and turnips. Of the former we planted nearly ten acres, and went to considerable expense in endeavouring to obtain a large yield; but every effort proved unavailing to protect them from the ravages of the potato-beetle, and in the end we gathered less than we planted—in fact, as they did not repay the cost of taking up, I was obliged to abandon three parts of the field.

We had a splendid yield of hay, but can find no market for it this year.

The whole farm is much improved in condition, and I have reasonable expectations of doing much better in the future, and of working at less cost.

There has been no attempt to show a large balance of profits in the trade shop account, as the greater part of the work has been done for the Institution, and this is only charged at actual cost.

During the summer a large house was built for Mr. Samuel Davis; the whole of the work was taken at contract, the brick-work, plastering, etc., were sub-let, but all the wood-work, painting and glazing, were done by Mr. Truman, his assistant, and the boys, and yielded the profit shown on the balance-sheet. The work was thoroughly well done, and gives entire satisfaction.

All the alterations suggested in my last annual report have been carried out, and also a large amount of general repairs, leaving the interior of the Institution in excellent order. It was found necessary to remove the ceilings and walls in the pupils' dining-rooms, kitchen, and scullery, as they were constantly breaking. The dining-rooms being situated under the senior schoolroom, it was considered inadvisable to re-plaster the ceilings, owing to the vibration of the floor above; they were therefore ceiled with matched boards, stained and oiled. These rooms, with the new scullery and kitchen, are most conveniently arranged, well ventilated, and supplied with hard and soft water; they add much to the order and comfort of the Institution generally.

The hot-air furnace is answering very well, and besides being more economical than separate stoves, avoids the endless amount of dirt and labour caused by leaky stove-pipes.

It also was found necessary to re-make or re-place most of the doors in the building ; to put in three new pumps ; make a large cesspool, with tin pipes and traps instead of the wooden ones, which had become rotten. The foundation and lower walls of the building were thoroughly repaired and pointed.

The whole of the interior walls of the Institution were thoroughly cleaned, and, where necessary, re-placed ; and most of the wood-work received two coats of paint.

The work has been better done, and at very much less cost than could have been done by any one besides our own staff.

The principal repairs required next year will consist of re-shingling the main roof, and painting part of the exterior of the building.

A new fence is also required for the front of the Institution, the present one being much decayed.

New tables and forms are wanted for the dining-rooms, and some new desks for the senior school ; these, as well as the fencing, will be made during the present winter.

In my report, dated 1st February, 1874, I expressed it as my opinion that it would be greatly to the advantage of the pupils if the Christmas vacations were dispensed with, and the summer vacation proportionately lengthened. After five years' additional experience, I am more than ever convinced of the desirability of such a change in our system, and especially so as each year the number of children left here during the winter vacation is increasing. Very few of the parents would regret the change, if it became the rule, whilst the children would be morally and physically benefited, and a very serious interruption to our training avoided. I therefore beg leave to submit the matter to the consideration of the Special Committee.

In conclusion, allow me to thank you for the continued kindness and support I have received from you during the past year, and I trust that the report and tables now submitted will meet with your entire approbation.

I have the honour to be, &c.,

ROBERT ASHTON.

TABLES ACCOMPANYING THE SUPERINTENDENT'S REPORT ON
THE MOHAWK INSTITUTION FOR THE YEAR 1878.

1. Showing the Tribes to which the 85 pupils belong.

	Boys.	Girls.	Total.
Mohawks of Grand River	17	26	43
Tuscaroras "	4	1	5
Delawares "	2	3	5
Ojibways of Thames	2	1	3
Oncidas "	7	0	7
Munceys "	2	3	5
Mohawks of Bay of Quinté	5	9	14
" Caughnawaga	1	1	2
" Oka	1	0	1
	41	44	85

2. Showing the present condition of 120 pupils who have left
the Institution, during the 4 years ending 31st December, 1878.*

	Boys.	Girls.	Total.
Living with Friends	25	27	52
Working farms	17	0	17
in service (Indian)	1	1	2
" (White)	3	6	9
Engaged in teaching	4	2	6
Attending other Institutions and Colleges	6	0	6
Removed to United States	2	0	2
Re-admitted	2	1	3
Married	0	5	5
Unascertained	2	0	2
Disgraced, dismissed, or known to be doing badly	1	2	3
Dead	3	10	13
	66	54	120

* See also Table on p. 152.

SCHOOL BOARD OF THE SIX NATIONS INDIAN
RESERVE.

1. LETTER FROM A CANADIAN SUB-COMMITTEE OF THE NEW ENGLAND COMPANY TO J. T. GILKISON, ESQ., VISITING SUPERINTENDENT AND COMMISSIONER OF THE SIX NATIONS INDIANS.

Sept. 1, 1877.

DEAR SIR,—As you are well aware, the New England Company, half a century ago, transferred the principal seat of its labours from Sussex Vale, New Brunswick, to the Six Nations Indian Reserve, on the Grand River. The Company then, abandoning General Coffin's system of apprenticing Indian children, preferred trusting to the example and teaching of missionaries, and schoolmasters and schoolmistresses as a more effectual means of civilizing and Christianizing the Red men and their children.

In 1827, the Rev. Robert Luggier accepted the appointment of the Company's missionary to the Indians near the Grand River. The completion of the Mohawk parsonage, (which had been begun under the Rev. Wm. Hough) and the repair of the Mohawk church, and the building of four schools on the high ground along the left (or North East) bank of the Grand River, were among Mr. Luggier's earliest labours, and became the first calls there on the Company's purse.

In 1828 the Rev. Abraham Nelles (now Canon Nelles), was appointed Mr. Luggier's assistant, and the annual expense of the mission was fixed at £750. The employment of interpreters, the building of school-teachers' houses, the clothing of some of the children, etc., effectually prevented this limit from being strictly adhered to. It was soon increased to £1000, and again to £1300 a year nominally, and indeed for 30 years was in fact several hundred pounds a year more than even this last limit. For the last ten or twelve years the Company's annual expenditure at the Grand River has always exceeded £2000, and often £3000, and once even £4000. For the Indians here have

increased in number from 1900, 50 years ago, to 2800 in 1870, and more than 3000 at the present time, and their enforced removal to the low (or S. W.) bank of the river has long rendered the schools and teachers' houses, and even their Tuscarora church, useless to the Indians, and has necessitated the building of fresh schools and places of worship, and teachers' houses and parsonages. For these purposes large contributions have been made by the Company. The Mohawk Institution has been at various times altered, enlarged, and even rebuilt, and now affords a religious education and superior school teaching for all the children, and agricultural and handicraft practice for the boys and domestic training for the girls—and board, lodging, and clothing for them all—now between 80 and 90 in number. Nearly all these young Indians have usually been and most of them are from the Grand River day schools.

Nine day schools on the Tuscarora Reserve are provided by the Company with teachers and school requisites—the fuel however being provided by the Indians. The parents would probably take more interest in the Institution and schools, and in their children's education, and would make the school attendance more regular if they were to act on, and a little extend the excellent suggestion which, in October, 1870, you were good enough to make to the Company through its then Commissioner, the Hon. A. E. Botsford (now one of the members of the Company) to this effect:—

“That the interest money which the father of each Institution-pupil is entitled to receive for such child should be applied towards the expense of educating, boarding, and clothing the child.” The Indians themselves would do well to sanction the payment of each *Institution child's* interest money to the support of the Institution, and the payment of part at least of each *school child's* interest money towards the support of the school.

The Indian Department, when applied to, would no doubt lend its aid to enforce so laudable an appropriation of the children's money.

The Company expects at all events that the general body of Indians will now display a more active interest in the welfare of

their children by taking part in the management of the day-schools, and by making a liberal grant from their ample funds towards the support of these schools.

The Company has from time to time, instructed its representatives to urge the matter upon the people and chiefs; but finding that these individual efforts (even when aided as they have been by your support and advice), were unavailing to bring the Council of Chiefs to a just appreciation of their duties and responsibilities, the Company, in November, 1875, appointed us a Canadian Sub-Committee, to consider and report on the best means to pursue to induce the Six Nations Indians to undertake the maintenance of the several schools on the Reserve, with power to confer with you, and to invite you to attend our meetings.

Supported by many of the most intelligent Indians, we have endeavoured to induce the Chiefs to respond to the solicitations of the Company, and after long consideration of the subject, they have, as we are informed, passed a resolution in Council to assume to themselves forthwith the entire management and support of two of the Company's schools, and also of a third school now supported by the Wesleyan Conference.

Such an arrangement as this cannot be considered satisfactory. For thus the New England Company and the Wesleyan Conference, after equipping and maintaining the schools in a thorough state of efficiency and under proper inspection, are in effect asked to hand them over to the as yet altogether inexperienced management of the Indian Council, without receiving any guarantee as to their proper management in future.

The deep interest you have always taken in the progress of education amongst the Indians under your superintendence, will at once enable you to appreciate the danger of yielding to the request of the Council in this instance.

Whilst urging the necessity of the Council providing and granting material aid to the schools, we are equally desirous that the Indians should take part in the management, so that they may themselves be gradually trained to assume their entire management and support.

We would therefore propose a scheme which we trust will

meet with your approval and support, and commend itself to the Superintendent-General of Indian Affairs.

We respectfully suggest that the Chiefs of the Six Nations be required to make a grant of at least fifteen hundred dollars per annum (the New England Company at present contributing a like amount) for purely educational purposes in the Company's nine day-schools on the Reserve, and that all these day-schools be placed under the management of a School Board, consisting of:

1st. The visiting superintendent.

2nd. Three Indians to be elected by the Council.

3rd. Three Officers of the New England Company, to be appointed by the Company.

We would also suggest that the Wesleyan Conference might be induced to place their schools on the Reserve under the management of the Board, provided they had a representation at the Board commensurate with the amount of their grant.

For the sake of the Indians we beg that this important matter may receive the earliest convenient consideration of the Indian Department. We may add that this letter has been submitted to and has received the sanction of the New England Company in England.

We have the honour to be,

Your obedient Servants,

(Signed)

JAMES CHANCE.

R. J. ROBERTS.

ROBERT ASHTON.

2. CONSTITUTION OF THE SCHOOL BOARD OF THE SIX NATIONS INDIAN RESERVE, AS AMENDED 18TH DEC. 1878.

Whereas the New England Company of London, England, and the Wesleyan Conference of Ontario, have for many years maintained schools among the Six Nation Indians; and whereas the Six Nation Indians are desirous of contributing towards the support of such schools and participating in their management; and whereas it has been suggested by the New England Company, as terms of agreement, that the said Company shall contribute \$1500 per annum; that the Council of the Six Nations shall give

a like sum; and that each body shall name three representatives, who together with the Visiting Superintendent of Indian Affairs shall constitute a Board of Management; and should the Wesleyan Conference unite in the scheme and contribute a fair amount, that body shall have one representative at the Board; and whereas the Superintendent-General of Indian Affairs has approved of the said proposal of the New England Company,

Therefore the New England Company has appointed the Rev. Canon Nelles, the Rev. R. J. Roberts, and Mr. Robert Ashton; the Six Nations Council has appointed Chiefs John Hill, Moses Martin, and Richard Hill, who, with the Visiting Superintendent, J. T. Gilkison, Esq., will constitute the present and first Board of Management which shall control, regulate, and manage the several Day Schools hitherto maintained by the New England Company, and also those maintained by the Wesleyan Conference, should that body so agree, and such other schools as may hereafter be established by the Board.

1. The name, title, and designation of the said Board shall be "The School Board of the Six Nations Indian Reserve."

2. The Board shall consist of the seven members above named, who shall continue in office until their successors are appointed.

3. Four members shall constitute a quorum of the Board for the transaction of business.

4. The presiding officer of the Board shall be called Chairman, and shall be elected annually. In his absence the members present shall appoint a chairman pro tem.; the Chairman for the time being shall have a second or casting vote.

5. There shall be a Secretary to the Board, who shall discharge the usual duties of that office during the pleasure of the Board.

6. The Board shall have power to appoint such other officers as may be found requisite.

7. The annual meeting of the Board shall be held on the second Monday in July in each year.

8. The place of meeting shall be the Mohawk Institution, or such other place as may from time to time be most convenient.

9. The Board shall have full authority to confirm, alter, extend or diminish the present school sections; acquire, remove, repair, and build new school-houses; furnish the same, provide fuel, and

do all that is requisite for the comfort of the teachers and children, and for the efficiency of the schools.

10. The Board shall have the appointment of all teachers employed in the schools under its control, such teachers to hold office during the pleasure of the Board.

11. No person shall be engaged as teacher in any of the Board Schools, but such as can produce satisfactory evidence of good moral character and general fitness for the office; nor unless he or she can pass a fair examination in the subjects prescribed by the Provincial Board of Education, for examination for entrance into High Schools, or have previously obtained a certificate as a Public School Teacher.*

12. The salaries of teachers and others employed by the Board, shall be fixed by the Board, and paid quarterly by cheque on the Bank.

13. The monies from the New England Company, the Six Nations Council, the Wesleyan Conference, and the Government shall be paid into the Bank of Montreal in Brantford to the credit of the School Board of the Six Nations Indian Reserve, and any cheques thereon shall be drawn by the Secretary, countersigned by the Chairman, and be payable to order.

14. The minute, account, and other books shall be kept by the Secretary, and together with the Bank passbook and a statement of receipts and expenditure be submitted to the Board at its regular quarterly meetings.

15. A special meeting of the Board may be called at any time by the Chairman, at the request of any three members.

3. EXTRACTS FROM MINUTES OF THE SCHOOL BOARD OF THE SIX NATIONS INDIAN RESERVE.

Resolved, that in addition to the subjects of examination for teachers, as set forth in the Constitution, each teacher in the

* See also Extracts from Minutes below.

schools controlled by the Board shall be required to pass an examination in Scripture history.

Resolved, that the annual examination of school teachers be held in the month of May.

4. REGULATIONS OF THE SCHOOL BOARD OF THE SIX NATIONS INDIAN RESERVE.

DUTIES AND POWERS OF TEACHERS.

1. Time of Opening School.—All teachers shall be in and open their respective schools for the reception of pupils at least 15 minutes in the morning and 5 in the afternoon before the specified time for beginning school, in order to afford shelter to those arriving before the appointed time, and during school hours they shall faithfully devote themselves to the duties of their office.

NOTE.—Teachers are not to occupy themselves with anything foreign to the business of the school; such as reading, letter-writing, needlework, or the care of young children who are not scholars.

2. Employment of Pupils.—They shall give the children under their charge constant employment in the studies prescribed in the authorized programme; and endeavour, by judicious and diversified modes, to render the exercises of the school pleasant as well as profitable.

3. General Principles of Government.—Teachers are to evince a regard for the improvement and general welfare of the pupils; treat them with kindness, combined with firmness; and aim to govern them by their affections and reason, rather than by harshness and severity. Teachers shall also, as far as practicable, exercise a general care over their pupils in and out of school, and shall not confine their instructions and superintendence to the usual school studies; but, shall, as far as possible, extend the same to the mental and moral training of such pupils, and to their personal deportment, to the practice of correct habits and good manners among them, and to omit no opportunity of incul-

eating the principles of truth and honesty, the duties of respect to superiors and obedience to all persons placed in authority over them.

4. Registers.—They shall keep the daily and general registers, in the latter of which shall be entered the date of admission of each pupil, his or her name, age, and the date of promotion to higher classes, with such other information as may be from time to time required.

5. Returns.—They shall make such returns as may be required for the information of the Board.

6. Time Table.—They shall keep, in some conspicuous place in the school-room, the time-table showing the order of exercises for each day in the week, and the time for each exercise as prescribed in the programme of studies for the Board Schools, and shall see that the same is strictly carried out.

7. Classes.—The division of pupils into classes; as prescribed by the programme, shall be strictly observed; and no teacher shall be allowed to take his or her class beyond the limits fixed for the classes without the consent of the Inspector, except for occasional reviews; but individual pupils, on being qualified, may, with the consent of the Inspector, be advanced from a lower to a higher class.

8. Quarterly Examinations.—Each class shall be opened for public examination and inspection during the last week of every quarter, and the teacher shall call upon every pupil in the school, unless excused, to review or recite in the course of such examination.

9. Care of School Property.—They shall exercise the strictest vigilance over the school property under their charge, the buildings, out-houses, fences, &c., furniture, apparatus and books belonging to the school, so that they may receive no injury; and give prompt notice, in writing, to the secretary of the Board of any repairs that may be required to be made to the building, premises, or furniture, and of any furniture or supplies which may be required for the school.

10. Out-Premises.—They shall see that the yards, privies, and other out-buildings are kept in order, and that the school-houses are locked at all proper times; and shall require each competent

pupil, in proper rotation, to sweep the rooms daily at noon, and dust the windows, walls, seats, desks, &c., in the same.

11. Absence from school.—No teacher shall be absent from the school in which he or she is employed without permission of the secretary of the Board, except in case of sickness, or other pressing emergency; in which case the absence of such teacher shall be immediately reported to the nearest member of the Board, who shall report the same to the secretary of the Board.

12. Visitors.—They shall receive the visitors courteously, and afford those appointed by the Board every facility for inspecting and examining into the state of the school.

They shall keep the Visitor's Book, in which shall be entered the dates of visits and names of visitors; and shall allow those who desire to do so to enter remarks in it.

13. Powers to Suspend.—A teacher shall suspend (subject to appeal by the parent or guardian to the Board) any pupil for any of the following reasons:

1. Truancy persisted in.
2. Violent opposition to authority.
3. Repetition of any offence after notice.
4. Habitual and determined neglect of duty.
5. The use of profane or other improper language.
6. General bad conduct, and bad example to the rest of the school.
7. Cutting, marring, or destroying any of the school property such as buildings, furniture, fences, trees, seats, &c.; or writing any obscene or improper words on the fences, privies, or any part of the premises; provided that any teacher suspending a pupil for any of the causes above-named shall, immediately after such suspension, give notice thereof, in writing, to the parent or guardian of such pupil and to the secretary of the Board, in which notice shall be stated the reason for such suspension; but no pupil should be expelled without the authority of the Board.

14. Regulations.—He shall read, or cause to be read, to his school, at least once in each month (or otherwise inform the pupils of), so much of the regulations as shall be necessary to

give them a proper understanding of the rules by which they are governed.

REGULATIONS RESPECTING PUPILS.

1. Pupils.—No child under four years of age can become a pupil in any of the Board schools, and no child of white parents residing on or near the Indian Reserve can become a pupil without first obtaining the consent of the Board, and if such white children are admitted they are required to provide their own books, etc.; but their names are not to be entered upon the registers, nor are they to be included in the weekly or quarterly report of attendance.

2. Conduct and Cleanliness.—Pupils must come to school clean and neat in their persons and clothes, be kind and courteous to each other, obedient to their instructors, diligent in their studies, and conform to the rules of the school.

3. Coming late to school shall be considered a violation of the rules of the school, and shall subject the delinquents to such penalty as the nature of the case may require, at the discretion of the teacher. No pupil arriving fifteen minutes after the school has commenced shall be entered on the daily register.

4. Leaving before Closing.—No pupil shall be allowed to depart before the hour appointed for closing the school, except in case of sickness or some pressing emergency, and then the teacher's consent must first be obtained.

5. Fifteen Minutes' Recess is to be allowed at 10.15 a.m. and 2.15 p.m.; pupils are therefore not to be permitted to leave their classes at any other time, excepting when the teacher considers it to be a case of absolute necessity.

6. Punctual Attendance.—Every pupil, once admitted to school and duly registered, shall attend at the commencement of each term, and continue in punctual attendance until its close, or until he is regularly withdrawn by notice to the teacher to that effect; and no pupil violating this rule shall be entitled to continue in such school, or be admitted to any other until such violation is certified by the parents or guardians to have been necessary and unavoidable, which shall be done personally or in writing.

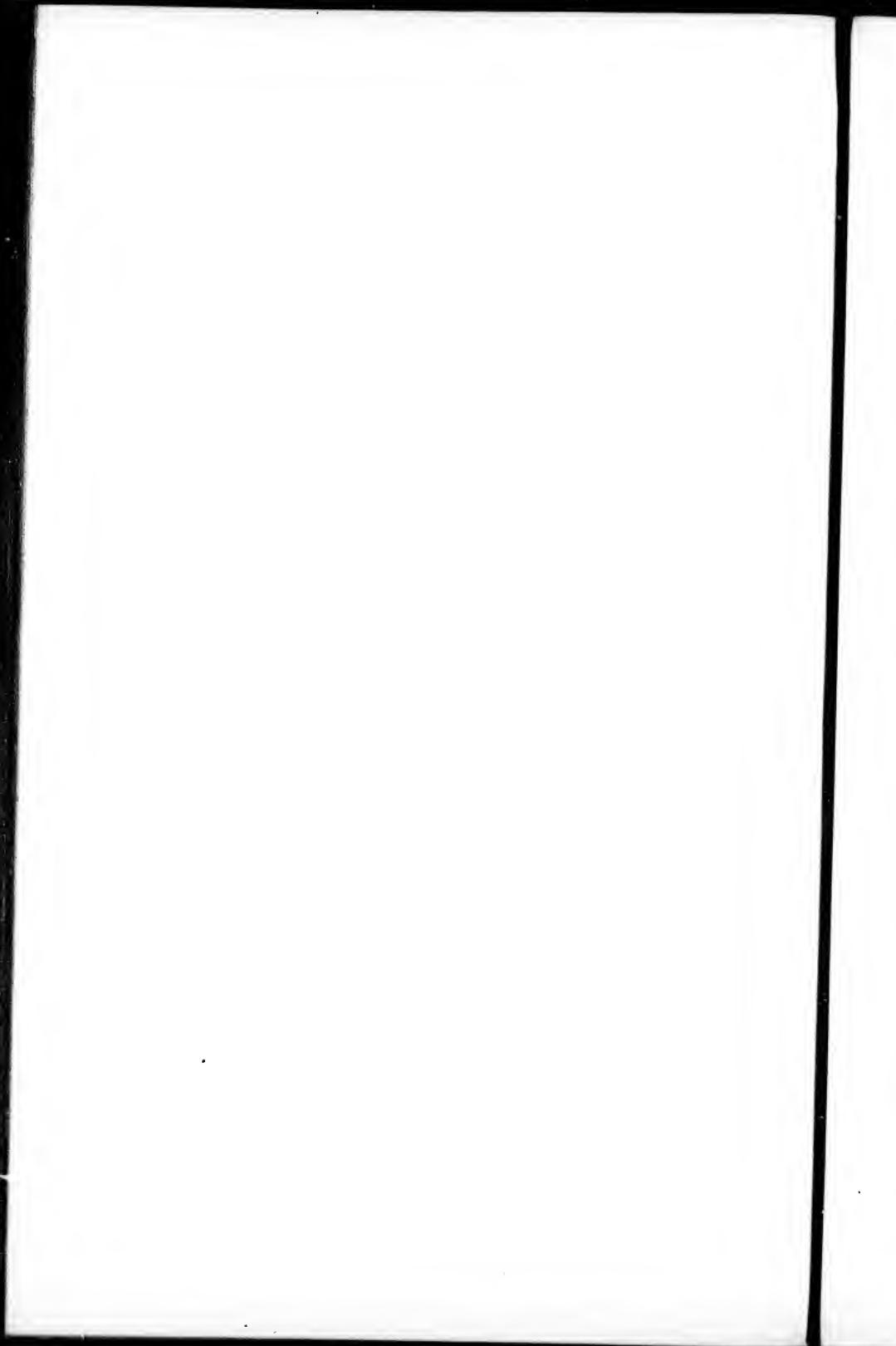
7. Going to and from School.—Pupils shall be responsible to the teacher for any misconduct on the school premises, or in going to and returning from school, except when accompanied by their parents or guardians, or some person appointed by them.

8. Effects of Expulsion.—No pupil shall be admitted to any Board school who has been expelled from any school, unless by the written authority of the Board.

HOLIDAYS AND VACATIONS.

Every Saturday shall be a holiday.

There shall be two vacations in the year.—The summer vacation, from the 8th day of July to the 17th day of August inclusive; and the winter vacation from the 21st day of December to the 2nd day of January inclusive.



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