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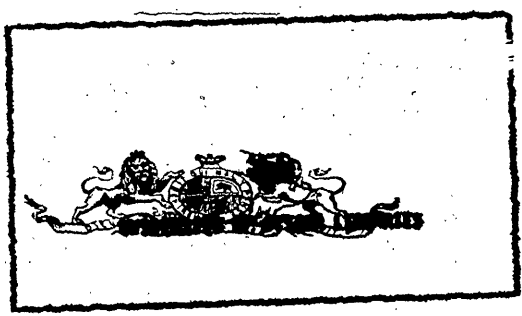
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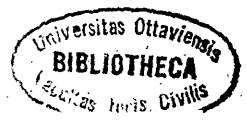
FROM 1680 TO 1890.—IN TWO VOLUMES.

VOL. I.



OTTAWA:
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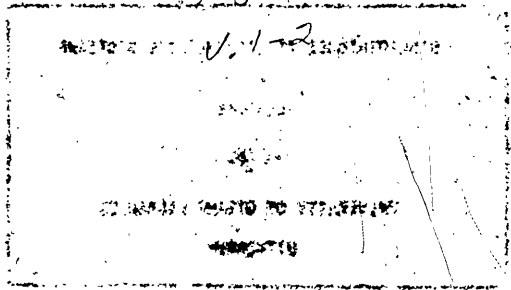


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 (b.) In print, the Indian word "totem" is substituted for the sign or figure following the name of an Indian in the original manuscript surrender.

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9th May, 1820. Provisional surrender. Mosa, Metcalfe, Ekfrid and Lobo Townships and parts of Caradoc, Adelaide and East Williams, Middlesex County; Dawn Township and parts of Euphemia, Enniskillen, Brooke and Warwick, Lambton County; Zone Township and Gore of Camden, Kent County.....	280 ¹	281	II
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6th Nov., 1862. Timber in parts of Sarnia and Bosanquet Townships, Lambton County.	98	241	I
16th Aug., 1865. Parts of Cobden and Thompson Townships, Algoma District.	103	247	I
19th Aug., 1865. Land on Whitefish River, northern shore of Lake Huron, Algoma District.	109	255	I
26th June, 1866. Part of Christian Island, Georgian Bay (25½ acres of south-east point).	120	276	I
13th Dec., 1866. Part of Sarnia Township, adjoining Town of Sarnia, Lambton County (750 acres).	107	252	I
9th July, 1867. A block of land on Peltier River, near Garden River, Algoma District. For a grist mill to be erected by Jesuits.	111	260	I
7th July, 1868. By Lord Monck, Governor General. Declaration of Trust. A block of land on Peltier River, near Garden River, Algoma District. For a grist mill to be erected by Jesuits.	110	257	I
14th Aug., 1868. Timber on reserve on north shore of Lake Nipissing, Nipissing District.	117	273	I
17th May, 1869. Timber on part of Wallbridge Township, Parry Sound District (11,520 acres), also land for saw-mill.	112	262	I
20th Jan., 1870. Middle Sister Island, Hen and Chickens or Bird Islands, North Harbour Island, East Sister Island and Middle Island, near mouth of Detroit River, Lake Erie.	121	278	I
5th May, 1871. West part of Lot 51, and water lot, Front Range, St. Clair River, Sarnia Township, Lambton County (23 acres).	119	275	I
3rd Aug., 1871. Treaty No. 1. Part of Manitoba. To Wemyss M. Simpson.	124	282	I
21st Aug., 1871. Treaty No. 2. Parts of Manitoba and Assiniboia District. To Wemyss M. Simpson.	125	291	I
24th Sep., 1871. Timber on Parry Island, Parry Sound District.	164	63	II
18th Jan., 1872. Right of way of Canada Southern Railway. Parts of Lots 3 (3½ acres), 4 (5½ acres) and 5 (2½ acres), Range 2, parts of Lots 5 (2½ acres), 6 (5½ acres), 7 (5½ acres) and 8 (1½ of an acre), Range 3, parts of Lots 8 (4½ acres), 9 (5½ acres) and 10 (1½ acres), Range 5, Caradoc Township, Middlesex County.	126	294	I
17th Jan., 1872. Lot in Chinguacouse Town plot, Garden River, Algoma District. To be sold to McRae, Craig & Co. for a saw-mill.	165	63	II
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20th May, 1873. Lots 15 south and north of Milton Street and south and north of Prince Street, Chinguacouse Town plot, Garden River, Algoma District. For Church of England mission.	130	301	I
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6th June, 1831. By John Johnson Claus. Lots 16, 18, 19, 21 and south ½ of 14, Con. 4, Innisfil Township, Simcoe County. For Six Nation Indians.	33	82	I
6th June, 1831. By Catherine Claus. Lots 13, 14, 15, 16, 18 and 20, Con. 3, East Hawkesbury Township, Prescott County. For Six Nation Indians.	34	84	I
19th Apr., 1834. Grant by Lt.-Gov. Colborne. Part of Otonabee Township, Peterborough County (1,120 acres). For a general reserve.	74	197	I
10th Mar., 1836. By George Strange Boulton. Lot 7, Con. 2, Alnwick Township, Northumberland County. For Mississagua Indians.	42½	104	I
9th Apr., 1836. By James Givins. Lot 9, Con. 10, Otonabee Township, Peterborough County. For Mississagua Indians.	43	109	I
3rd June, 1844. Lots 13, 14, 15, 16, 18 and 20, Con. 3, Lots 12, 15 and 18, Con. 4, Lots 13, 14, 15, 17, 18 and 19, Con. 6, East Hawkesbury Township, Prescott County; Lots 16, 18, 19, 21 and south ½ of 14, Con. 4, Innisfil Township, Simcoe County. For Six Nations Indians.	53	125	I
29th Apr., 1845. Twenty acres of Lot 3, Con. 10, Otonabee Township, Peterborough County. For Mississagua Indians.	55	132	I

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8th Nov., 1850. By George Vardon, Thomas Gommersell Anderson and Joseph B. Clench. Parts of Lots 5 and 6, including street allowances, Con. 1, south of the road, Tyendenaga Township, Hastings County	68	170	I
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18th May, 1831. By Catherine Claus, John Johnson Claus and Warren Claus. Part of Township (30,800 acres). To Hon. James Baby, Hon. John Henry Dunn and Hon. George Herchmer Markland. For Six Nation Indians.	65	152	I
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2nd Aug., 1805.	By Mississagua Indians. Provisional surrender. Part of Township.	13a	35	I
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28th Jan., 1881.	By Robert Henry Bethune and Rev. Edward Riddell Roberts, retiring trustees. Part of Otonabee Township, Peterborough County (1,120 acres). To Hon. Amos E. Botsford, James Hall, James Meyer and George Morrice Roger, new trustees.	186	98.	II
6th July, 1888.	By Rev. Edward Riddell Roberts, Hon. Amos E. Botsford, Elihu Rurritt Edwards, James Meyer and George Morrice Roger, trustees. Part of Otonabee Township, Peterborough County (1,120 acres)	260	244	II
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SASKATCHEWAN DISTRICT, N.W.T.— 11th Feb., 1889. By Cree Indians. A llesion to Treaty No. 6, including also 11,066 square miles north of Treaty No. 6. See also "Muskeg Lake" and "Treaties Nos. 4, 5" and "6".	265	254	II
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25th Oct., 1784. Grant by Governor Haldimand. Dunn, Sherbrooke, Moulton, Canborough, North and South Cayuga, Oneida and Seneca Townships, Haldimand County; Tuscarora, Onondaga, Brantford and South Dumfries Townships, Brant County; North Dumfries, Waterloo and Woolwich Townships, Waterloo County; Pilkington and Nichol Townships, Wellington County. For Six Nation Indians.	106	251	I
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20th May, 1796. Two thousand acres on Grand River. To Nancy Kerr and Mary Margaret Kerr.	4½	10	I
15th Jan., 1798. South Dumfries Township, Brant County; North Dumfries, Waterloo and Woolwich Townships, Waterloo County; Pilkington and Nichol Townships, Wellington County.	9	23	I
5th Feb., 1798. Moulton and Canborough Townships, Haldimand County; South Dumfries Township, Brant County; North Dumfries, Waterloo and Woolwich Townships, Waterloo County; Pilkington and Nichol Townships, Wellington County.	10	25	I
13th Mar., 1809. Four thousand acres at mouth of Grand River. To Lt. Gov. Gore. For William Dickson.	188	107	II
3rd Aug., 1826. West part of North Cayuga Township, Haldimand County (15,360 acres). For Hon. William Claus.	99	241	II
4th Aug., 1826. Fourteen hundred acres on Grand River, Haldimand County. For Jemina Stewart and Sarah Ruggles.	28½	69	I
19th Apr., 1830. Part of City of Brantford, Brantford Township, Brant County (807 acres).	30	76	I
19th Apr., 1831. Part of North Cayuga Township, Haldimand County (20,670 ⅓ acres).	31	79	I
18th May, 1831. By Catherine Claus, John Johnson Claus and Warren Claus, executrix and executors of Hon. William Claus. Part of Moulton Township, Haldimand County (30,800 acres). To Hon. James Baby, Hon. John Henry Dunn and Hon. George Herchmer Markland.	65	152	I
6th June, 1831. By John Johnson Claus. Lots 12, 15 and 18, Con. 4, Lots 13, 14, 15, 16, 18 and 25, Con. 5, Lots 14, 15, 17, 18 and 19, Con. 6, East Hawkesbury Township, Prescott County.	32	80	I
6th June, 1831. By John Johnson Claus. Lots 16, 18, 19 and 21 and south ½ of 14, Con. 4, Innisfil Township, Simcoe County.	33	82	I
6th June, 1831. By Catherine Claus. Lots 13, 14, 15, 16, 18 and 20, Con. 3, East Hawkesbury Township, Prescott County.	34	84	I
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26th Mar., 1835. Confirming leases granted by Captain Joseph Brant.	39	94	I
2nd April, 1835. Part of Brantford Township, Brant County (48,000 acres).	40	96	I
29th Aug., 1837. South ½ of Lot 51, Con. 2, Brantford Township, Brant County. For Rachel Parker.	194	116	II
21st Feb., 1840. Part of Canborough Township, Haldimand County (100 acres). For Aaron Helmer.	193	115	II
18th Jan., 1841. All their lands not previously surrendered except reserve mentioned.	50	119	I
3rd June, 1844. By Hon. John Henry Dunn and Hon. George Herchmer Markland. Lots 13, 14, 15, 16, 18 and 20, Con. 3, Lots 12, 15 and 18, Con. 4, Lots 13, 14, 15, 17, 18 and 19, Con. 6., East Hawkesbury Township, Prescott County. Lots 16, 18, 19 and 21, and south ½ of 14, Con. 4, Innisfil Township, Simcoe County.	53	125	I
10th Aug., 1849. By Reynold and Benjamin Rogers. Lots 21, 22, and 12 acres of north ½ of 20, Con. 2, Townsend Township, Norfolk County; and south ½ of Lots 28 and 29, Con. 1, Tuscarora Township, Brant County; with mills, buildings, &c.	68½	173	I
21st Apr., 1865. South-east corner of south ½ of Lot 26, Con. 3, Tuscarora Township, Brant County (5 acres). For Church of England church, with parsonage and burial ground.	104	248	I
21st Sep., 1865. Part of Tuscarora Township, Brant County, and part of Oneida Township, Haldimand County. For public road.	105	250	I
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SMITH TOWNSHIP, PETERBOROUGH COUNTY—

5th Nov., 1818. By Chippewa Indians. Provisional surrender. The Township.

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2nd Feb., 1836. East parts of Lots 1 and 2, Lots 3 to 7, inclusive, Con. 1, Lots 30, 31 and 32, fronting on Canard River, Lots 33 and 34, fronting on the main travelled road, Lots 37, 39 and 42, fronting on Detroit River, Con. 1, Lots 1 and 2, Con. 2, Lots 1, 2 and 3, Con. 3, Lots 1, 2 3, Con. 4, Lots 1 to 9, inclusive, Con. 5, Lots 1 to 6, inclusive, and 9 and 10, Con. 6, Lots 1 to 9, inclusive, Con. 8, Anderdon Township, Essex County	42	103	I
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23rd Apr., 1854. Part of Town of Sarnia and part of West Sandwich Township, Essex County (60 $\frac{1}{2}$ acres)	75 $\frac{1}{2}$	200	I
27th Feb., 1863. Fighting Island, Detroit River	97	240	I
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7th May, 1879. South-east $\frac{1}{4}$ of Lot 6, Con. 3, for Victoria Maguire; south-west $\frac{1}{4}$ of Lot 9, Con. 4, for Almira Clark; south east $\frac{1}{4}$ of Lot 9, Con. 4, for Christine Ramon; north-west $\frac{1}{4}$ of Lot 8, Con. 2, for Catherine Bernard; south-west $\frac{1}{4}$ of Lot 6, Con. 3, for Charlotte Marsh, Anderdon Township, Essex County.....	216	156	II
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1st Aug., 1805. By Mississagua Indians. Confirmatory surrender. The Township.....

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9th Mar., 1819. By Chippewa Indians. Provisional surrender. The Township.....

21

49

I

9th May, 1820. By Chippewa Indians. Provisional surrender. The Township.....

280¹/₂

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II

8th July, 1822. By Chippewa Indians. Confirmatory surrender. The Township.....

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I

25th Oct., 1836. By Moravian Indians. Part of Township.....

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I

9th and Apr. 15th May, 1857. By Moravian Indians. Part of Township..

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ZORRA TOWNSHIP, EAST, OXFORD COUNTY—

26th Apr., 1825. By Chippewa Indians. Provisional surrender. The Township.....

27¹/₂

65

I

10th July, 1827. By Chippewa Indians. Confirmatory surrender. The Township.....

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I

ZORRA TOWNSHIP, WEST, OXFORD COUNTY—

26th Apr., 1825. By Chippewa Indians. Provisional surrender. The Township.....

27¹/₂

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I

10th July, 1827. By Chippewa Indians. Confirmatory surrender. The Township.....

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APPENDIX.

DEEDS

RESPECTING THE

SEIGNIORY OF SAULT ST. LOUIS

AND THE

CAUGHNAWAGA RESERVE.

See Vol. II, page 283.

No. 1.

By these Presents We the following Chiefs Kitchi Negou or Grand Sable, Pouanas, Kousse and Magousseihigan in behalf of ourselves and all others of our Nation the Chipwas, who have or can lay claim to the hereinmentioned Island, as being their Representatives and Chiefs, by and with mutual consent do surrender and yield up into the hands of Lieutenant Governor Sinclair, for the behalf and use of His Majesty George the Third, of Great Britain, France and Ireland, King, Defender of the Faith, &c., &c., &c., His heirs, executors, administrators for ever, the Island of Michilimakinak or as it is called by the Canadians La Grosse Isle (situate in that Strait which joins the Lakes Huron and Michigan,) and we do hereby make for ourselves and posterity a renunciation of all claims in future to said Island. We also acknowledge to have received, by Command of His Excellency Frederick Haldimand, Esq., Governor of the Province of Quebec, General and Commander in Chief of all His Majesty's Forces in Canada, &c., &c., &c., from the said Lieutenant Governor Sinclair on His Majesty's behalf, the sum of Five thousand Pounds New York Currency, being the adequate and complete value of the beforementioned Island of Michilimakinak, and have signed two Deeds of this tenor and date in the presence of Matthew Lessey, John Macnamara, David Rankin, Henry Bostwick, Benjamin Lyons, Etienne Campion and P. Ant. Tabeau the underwritten witnesses, one of which Deeds is to remain with the Governor of Canada and the other is to remain at this Post to certify the same, and We promise to preserve in our Village a Belt of Wampum of seven feet in length to perpetuate, secure and be a lasting memorial of the said transaction to our Nation for ever hereafter, and that no defect in this Deed from want of Law Forms or any other shall invalidate the same.

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

ROBERT SINCLAIR,
Lt.-Governor and Commandant,
 JOHN MOMPESOR,
Capt. commanding a Detacht. of
the King's Regiment,
 R. B. BROOKE,
Lieut. King's or Eight Regiment,
 JOHN ROBERT McDUGALL,
Ensign, King's or Eight Regiment,
 MATT. LESSEY,
 DAVID RANKIN,
 HENRY BOSTWICK,
 BENJAMIN LYONS,
 ET. CAMPION,
 P. ANT. TABEAU.

(totem) KITCHIE NEGOU, his mark, [L.S.]
 (totem) the mark of POUANAS, [L.S.]
 (totem) mark of POUANAS and KOUSSE, the same mark but different Chiefs, [L.S.]
 (totem) mark of MAGOUSSEIHIGAN, [L.S.]
 (totem) OKAH, [L.S.]

No. 2.

KNOW ALL MEN BY THESE PRESENTS, that we the principal Village and War Chiefs of the Ottawa, Chippawa, Pottowatomy and Huron Indians Nations of Detroit for and in consideration of the Sum of Twelve Hundred Pounds Currency of the Province of Quebec at Five Shillings per Spanish Dollar for valuable Wares and Merchandise to us delivered by the hands of Alexander McKee, Esquire, Deputy Agent of Indian

Affairs, the receipt whereof we do hereby acknowledge, have by and with the consent of the whole of our said Nations, given, granted, enfeoffed, alienated, and confirmed, and by these presents do give, grant, enfeoff, alien and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, Defender of the Faith, &c., &c., &c., a certain Tract of land beginning at the mouth of Catfish Creek, commonly called Rivière au Chaudière on the North Side of Lake Erie being the Western extremity of a Tract purchased by His said Majesty from the Messesagey Indians in the year One Thousand Seven Hundred and Eighty Four and from thence running Westward along the border of Lake Erie and up the Streight to the mouth of a river known by the name of Channail Ecarté and up the main branch of the said Channail Ecarté to the first fork on the south side, then a due east line until it intersects the Rivière à la Tranche, and up the said Rivière à la Tranche to the North West corner of the said cession granted to His Majesty in the year One Thousand Seven Hundred and Eighty Four, then following the Western boundary of said tract being a due South direction until it strikes the mouth of said Catfish Creek or otherwise Rivière au Chaudière being the first off-et;

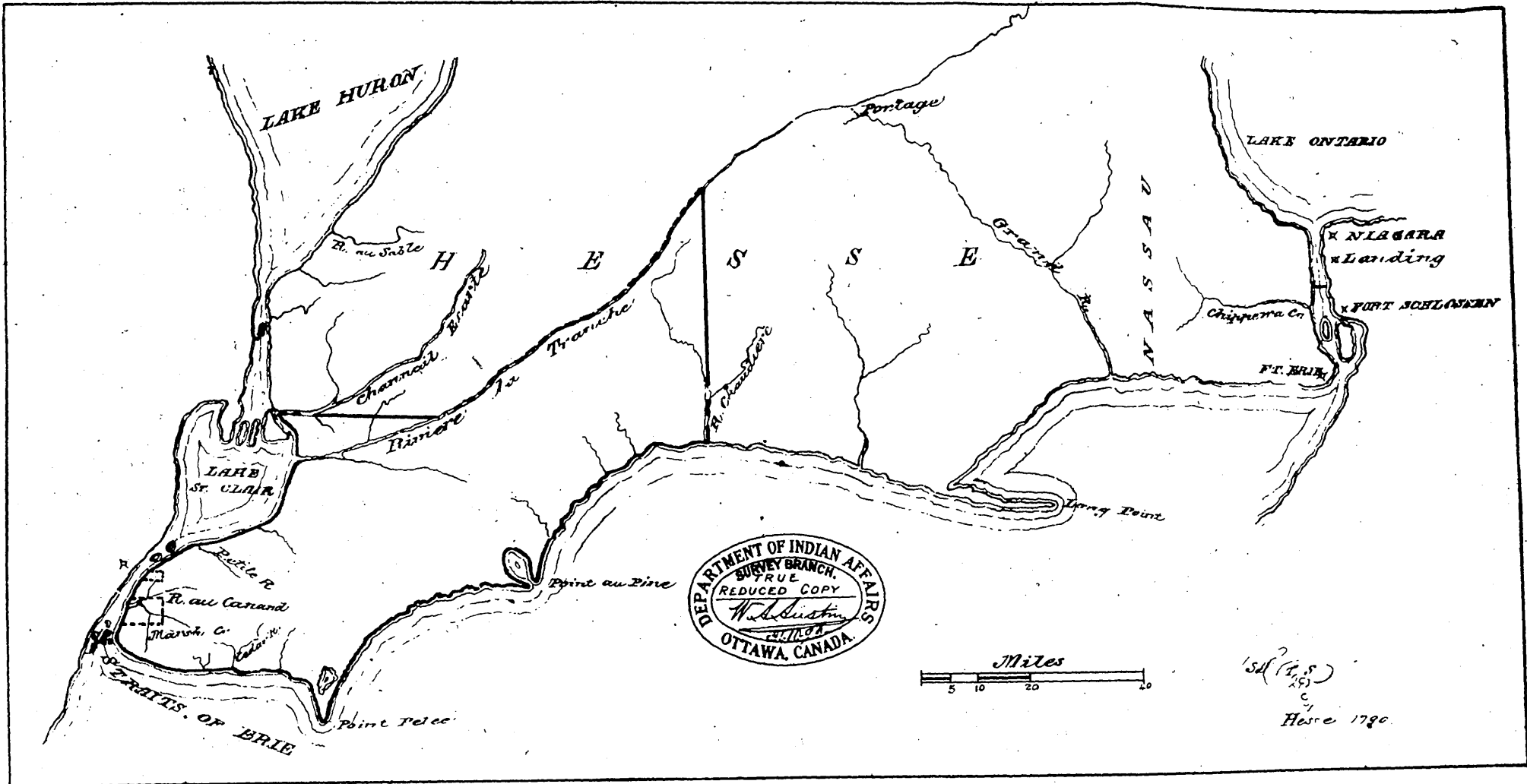
Reserving a Tract beginning at the Indian Officers Land at a small run near the head of the Island of Bois Blanc and running upwards along the border of the Streight to the beginning of the French Settlement above the head of the Petite Isle au D'Inde; then a due East line seven miles and then South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

And another Tract beginning at the mouth of Rivière au Jarvais commonly called Knagg's Creek, running up along the border of the Streight to the Huron Church and one hundred and twenty arpents in depth with all and singular the appurtenances unto the said Tract of Land belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises and all the estate, right, title, interest, property, claim or demand whatsoever of us the said Chiefs or any other person or persons whatever of our said Nations of, in, and to the said Tract of Land, or, of, in, and to every part and parcel thereof excepting the Reserve aforesaid.

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

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

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



DEPARTMENT OF INDIAN AFFAIRS
 SURVEY BRANCH
 TRUE
 REDUCED COPY
W. H. Austin
 1871
 OTTAWA, CANADA.



50 (1, 5)
 25)
 c
 Here 1790

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

PAT. MURRAY, *Major Commanding at Detroit,*

RICHARD PORTER, *Capt. 60th Regt.,*

JOHN J. BULLER, *Capt. 60th Regt.,*

CHARLES INGRAM, *Capt. 60th Regt.,*

I. HESSELBERG, *Lieut. 60th Regt.,*

JOHN ROBERTSON, *Lieut. 60th Regt.,*

DAVID MEREDITH, *Lieut. R. R. Artillery,*

E. CARTWRIGHT, *Lieut. 60th Regt.,*

JB. JORDAN, *Lieut. 60th Regt.,*

SAML. GIBBS, *Ens. 60th Regt.,*

G. WESTPHAL, *Adj. 60th Regt.,*

JAS. HENDERSON, *Surgeon,*

A. GRANT,

ALEX. HARROW, *Lt. Commy. Nl. Dept.,*

P. FRICHETTE, *Ptre Miss.,*

ADHEMAR ST. MARTIN,

GREGOR MCGREGOR, *Major of Detroit Militia,*

JOHN MARTIN, *Ensg. Militia,*

FRANS. BABY, *Ensg. Militia,*

WILLIAM ROBERTSON,

T. SMITH, *Lieut. Militia,*

THOMAS REYNOLDS, *Asst. Comss. and Storekeeper,*

HENRY HAY, *Ensign,*

WM. HARFFY.

Pottowatomies.

SKO-NEQUE, (totem) [L.S.]

E-SHA-HA, (totem) [L.S.]

MET-TE-NO-CHIN, (totem) [L.S.]

PE-NASH, (totem) [L.S.]

SHÉ-BENSE, (totem) [L.S.]

KEY-WAY-TE-NAN, (totem) [L.S.]

Hurons.

SAS-TA-RIT-SIE, (totem) [L.S.]

TA-HOU-NE-HA-WIE-TIE, (totem) [L.S.]

SKA-HOU-MAT, (totem) [L.S.]

MON-DO-AO, (totem) [L.S.]

TE-HA-TOW-RENCE, (totem) [L.S.]

SUN-DIN-OU, (totem) [L.S.]

DOW-YEN-TET, (totem) [L.S.]

TED-Y-A-TA, (totem) [L.S.]

TREN-YOU-MAING, (totem) [L.S.]

SHE-HOU-WA-TE-MON, (totem) [L.S.]

MENG-DA-HAI, (totem) [L.S.]

TROUGH-KA-RATS-Y-WA, (totem) [L.S.]

ROU-NIA-HY-RA, (totem) [L.S.]

Chippawas.

WAS-SON, (totem) [L.S.]

TE-CAMI-GO-SE, (totem) [L.S.]

ESSEBANCE, (totem) [L.S.]

QUIT-A-NIS-SA, (totem) [L.S.]

CHA-BOU-QUAI, (totem) [L.S.]

WA-BAN-DI-GAIS, (totem) [L.S.]

MESH-QUI-GA-BOUI, (totem) [L.S.]

Ottawas.

EGOUCH-E-OUAY, (totem) [L.S.]

WA-WISH-KUY, (totem) [L.S.]

NI-A-NE-GO, (totem) [L.S.]

KI-WICH-E-OUAN, (totem) [L.S.]

AT-TA-WA-KIE, (totem) [L.S.]

O-NA-GAN, (totem) [L.S.]

EN-DAH-IN, (totem) [L.S.]

MAUG-GIC-A-WAY, (totem) [L.S.]

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

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

We do hereby certify that the following goods were delivered in our presence to the several Nations; Subscribers to the within Deed agreeable to the consideration therein mentioned (viz.):

	£	s.	d.
36 pairs 3 pt. blankets, at 12s.....	21	12	0
155 do 2½ do 10s. 6d.....	81	7	6
244 do 1½ do 5s. 9d.....	70	3	0
250 do 1 do 4s. 9d.....	59	7	6
155 do 2 do 7s.....	54	5	0
35 pieces of Strouds, at 67s.....	117	5	0
5 do black cloth, 100 yards, 3s. 9d.....	18	15	0
12 yards of Moltons, 40s.....	24	0	0
140 yards of scarlet cloth, 8s.....	56	0	0

	£	s.	d.
12 pieces cadies, 420 yards, 2s. 6d.....	52	10	0
26 do Embolton linen, 96 yards, 15s 0½d.....	62	2	7
20 do linen, 500 yards, 16s.....	33	6	8
5 do callicoe, 40s.....	10	0	0
50 gross gartering, 12s.....	30	0	0
8 pieces of ribbon, 10s. 6d.....	4	4	0
40 lbs. thread, 3s.....	6	0	0
100 lbs. vermilion, 4s.....	20	0	0
1 dozen black silk handkerchiefs.....	1	10	0
	<u>722</u>	<u>8</u>	<u>3</u>
	£	s.	d.
20 dozen plain hats at 15s.....	15	0	0
40 nests of tin kettles, 21s.....	42	0	0
10 gross knives, 30s.....	15	0	0
60 guns, 20s. 6d.....	61	10	0
20 rifles, 50s.....	50	0	0
400 lbs. powder, 74s.....	14	16	0
1,600 lbs. ball and shot, 21s.....	16	16	0
2,000 flints, 10s.....	1	0	0
30 dozen looking glasses, 3s.....	4	10	0
50 plyers, 2s.....	5	0	0
10 pair callimaneon, 21s.....	10	10	0
4 nests trunks, 42s.....	8	8	0
12 dozen scissors, 2s. 9d.....	1	13	0
12 dozen penknives, 3s.....	1	16	0
1,000 fish hooks.....	1	2	6
12 dozen ivory combs, 4s. 6d.....	2	14	4
12 dozen horn combs, 2s.....	1	4	0
600 lbs. brass kettles, 15s.....	37	10	0
	<u>290</u>	<u>9</u>	<u>0</u>
2 gross fire steels, at 4s.....	0	8	0
10 do pipes, 1s 3d.....	0	12	6
	1	0	6
	<u>722</u>	<u>8</u>	<u>3</u>
	<u>290</u>	<u>9</u>	<u>0</u>
Sterling	1,013	17	9
Equal to Halifax currency.	1,126	11	4
39 gallons of rum, at 3s. 9d.....	7	6	3
A bullock.....	13	0	0
400 lbs. tobacco, at 1s. 3d.....	25	0	0
24 laced hats, at 20s.....	24	0	0
11 gross pipes, at 1s. 6d.....	16	6	
2½ gross cutteaw knives.....	3	5	11
Halifax currency or the currency of the Province of Quebec.....	£1,200	0	0

PAT. MURRAY, Major Commanding.
 RICHD. PORTER, Capt. 2nd Batt. 60th Regt.
 CHARLES INGRAM, Capt. 60th Regt.

JOHN I. BULLER, *Capt. 60th Regt.*
 T. HESSELBERG, *Lt. 60th Regt.*
 J. JORDAN, *Lt. 60th Regt.*
 DAVID MEREDITH, *Lieut. R. R. Artillery.*
 E. CARTWRIGHT, *Lieut. 60th Regt.*
 JOHN ROBERTSON, *Lt. 60th Regt.*
 SAML. GIBBS, *Ens. 60th Regt.*
 G. WESTPHAL, *Adjutant 2nd Batt. 60th Regt.*
 JAS. HENDERSON, *Surgeon.*

The above recorded at L'Assomption, in the District of Hesse, this 22nd day of June, 1790.

Register No. B, page 378.

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

No. 3.

J. GRAVES SIMCOE.

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

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

It was witnessed that the said Wabakanyne and the said Principal Chiefs and Women above named for and in consideration of the sum of eleven hundred and eighty pounds, seven shillings and fourpence of lawful money of Great Britain, to them the said Wabakanyne, Sachems, War Chiefs and Principal Women in hand well and truly paid did grant, bargain, sell, alien, release and confirm unto His said Majesty, His Heirs and Successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south westerly from the point opposite to Niagara fort, known by the name of Messissague Point, and running from thence along the said lake to the creek that flows from a small lake into the said Lake Ontario known by the name of Washquarter; from thence a north westerly course until it strikes the River La Tranche or New River; thence down the stream of the said river to the part or place where a due south course will lead to the mouth of Cat Fish Creek emptying into Lake Erie, and from the above mentioned part or place of the aforesaid River La Tranche following the south course to the mouth of the said Cat Fish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together with the woods, ways, paths, waters, watercourses, and appurtenances to the said tract or parcel of land belonging. To have and to hold unto Our said Sovereign Lord the King, His Heirs and Successors for ever, as in and by the said Indenture will more fully and at large appear.

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

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

NOW THIS INDENTURE WITNESSETH, and the said Wabakayne, Wabanip, Kautabus, Wabaniship and Mattotow do hereby acknowledge and declare that the true and real description of the said tract or parcel of land so bargained, sold, aliened and transferred by and to the parties aforesaid is all that tract or parcel of land lying and being between the Lake Ontario and Erie beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort known by the name of Messissague Point and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario, and from thence north forty-five degrees, west fifty miles; thence south forty-five degrees, west twenty miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course will lead to the mouth of Catfish Creek emptying into Lake Erie, and from the above mentioned part or place of the aforesaid River La Tranche following the south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the said nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place of beginning as above mentioned, together with all the woods, ways, paths, waters, water courses and appurtenances thereunto belonging. And therefore the said Wabakayne, Wabanip, Kautabus, Wabaniship and Mattotow for and in consideration of the said sum so advanced as aforesaid and for the further consideration of five shillings of lawful money of Great Britain to them the said Wabakayne, Wabanip, Kautabus, Wabaniship and Mattotow in hand duly paid at and before thesealing and delivering of these presents and for the better ratifying and confirming of the heretofore recited Indenture have granted, bargained, sold, and confirm, and by these presents do grant, bargain, sell and confirm to His Britannick Majesty, His heirs and successors, all that tract or parcel of land lying and being between the Lakes Ontario and Erie, beginning at Lake Ontario four miles south-westerly from the point opposite to Niagara fort, known by the name of Messissague Point, and running from thence along the said lake to the creek that falls from a small lake known by the name of Washquarter into the said Lake Ontario; and from thence north forty-five degrees west fifty miles; thence south forty-five degrees west twenty miles; and thence south until it strikes the River La Tranche; then down the stream of the said river to that part or place where a due south course will lead to the mouth of Catfish Creek emptying into Lake Erie and from the above mentioned part or place of the aforesaid La Tranche following the south course to the mouth of the said Catfish Creek; thence down Lake Erie to the lands heretofore purchased from the Nation of Messissague Indians; and from thence along the said purchase to Lake Ontario at the place beginning as above mentioned, together with all the woods, ways, paths, waters, water courses and appurtenances thereunto belonging.

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

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

IN WITNESS WHEREOF the Chiefs on the part of the Messissague Nation and His Excellency John Graves Simcoe, Esqr., Lieutenant Governor of the said Province,

&c., &c., &c., on the part of His Britannick Majesty have hereunto set their hands and seals the day and year first above written in the presence of

JOHN BUTTER,	[L.S.]	WABAKANYNE,	[L.S.]	(totem)
R. HAMILTON,	[L.S.]	WABANIP,	[L.S.]	(totem)
ROBT. KERR,	[L.S.]	KAUTABUS,	[L.S.]	(totem)
PETER RUSSELL,	[L.S.]	WABANINSHIP,	[L.S.]	(totem)
JOHN MCGILL,	[L.S.]	MATOTOW,	[L.S.]	(totem)
DAVID WILLIAM SMITH,	[L.S.]	J. GRAVES SIMCOE,	[L.S.]	

No. 31.

J. GRAVES SIMCOE.

GEORGE THE THIRD by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

Know ye that Whereas the Attachment and Fidelity of the Chief Warriors and People of the Six Nations to us and Our Government, have been made manifest on divers occasions by their spirited and zealous exertions and by the bravery of their conduct; And We being desirous of shewing Our approbation of the same, and in recompense of the losses they may have sustained of providing a convenient Tract of Land under Our protection for a safe and comfortable retreat for them and their posterity I have, of Our special Grace, certain knowledge and mere motion, Given and by these presents Do give and grant unto the Chiefs, Warriors, Women and People of the said Six Nations and their Heirs for ever all that District or Territory of Land being parcel of a certain District lately purchased by Us of the Mississague Nation lying and being and limited and bounded as follows (that is to say) the Tract will then be bounded in front by the Bay of Quinté between the mouths of the River Shannon and Bowen's Creek about Twelve Miles Westerly by a Line running North Sixteen Degrees West from the West side of the Mouth of the River Shannon, and Easterly by a Line running North Sixteen Degrees West from the Mouth of Bowen's Creek, and Northerly by a Line running East Sixteen Degrees North and West Sixteen Degrees, South at the distance of about Thirteen Miles back from the Bay of Quinté, measured on the Western Boundary aforesaid, to the North East Angle of the Township of Thurlow. To Have and to Hold the said District or Territory of Land of us Our Heirs and Successors to them the Chiefs, Warriors, Women and People of the said Six Nations and to and for the sole use and behoof of them and their Heirs for ever freely and clearly of and from all and all manner of Rents, Fines or Services whatsoever to be rendered by them the said Chiefs, Warriors, Women and people of the said Six Nations to us or our successors for the same and of and from all conditions, stipulations and agreements whatever except as hereinafter by us expressed and declared. Giving and granting and by these presents confirming to the said Chiefs, Warriors, Women and People of the said Six Nations, and their Heirs, the full and entire possession, Use benefit and advantage of the said District or Territory of Land to be held and enjoyed by them in the most free and ample manner and according to the several Customs and usages by them the said Chiefs, Warriors, Women and People of the said Six Nations. Provided always, and be it understood to be the true intent and meaning of these Presents, that for the purpose of assuring the said Lands as aforesaid to the said Chiefs, Warriors, Women and People of the Six Nations and their Heirs and of securing to them the free and undisturbed possession and enjoyment of the same. It is Our Royal Will and Pleasure that no Transfer, Alienation, Conveyance, Sale, Gift, Exchange, Lease, Property, or Possession shall at any time be had, made, or given of the said District or Territory or any part or parcel thereof by any of the said Chiefs, Warriors, Women and people of the said Six Nations to any other Nation or Body of People, Person or persons whatsoever other than among themselves the said Chiefs, Warriors, Women

and People of the said Six Nations but that any such Transfer, Alienation, Conveyance, Sale, Gift, Exchange, Lease, or Possession shall be null and void and of no effect whatever. And that no Person or Persons shall possess or occupy the said District or Territory, or any part or parcel thereof by or under pretence of any such alienation or Conveyance as aforesaid, or by or under any pretence whatever under pain of our severe displeasure. And that in case any Person or Persons other than the said Chiefs, Warriors, Women and People of the said Six Nations shall under pretence of any such Title as aforesaid, presume to possess or occupy the said District or Territory or any part or parcel thereof that it shall and may be lawful for Us, our Heirs and Successors at any time hereafter to enter upon the Lands so occupied and possessed by any other Person or Persons other than the said Chiefs, Warriors, Women and People of the said Six Nations and them the said Intruders thereof and therefrom wholly to dispossess and evict and to resume the same to Ourselves, Our Heirs and Successors. - Provided always nevertheless that if at any time the said Chiefs, Warriors, Women and People of the said Six Nations should be inclined to dispose of and Surrender their Use and Interest in the said District or Territory, the same shall be purchased only for Us in our name at some Public Meeting or Assembly of the Chiefs, Warriors and People of the said Six Nations to be held for that purpose by the Governor, Lieutenant Governor or Person Administering Our Government in Our Province of Upper Canada.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Great Seal of Our said Province to be hereunto affixed; Witness His Excellency John Graves Simcoe, Esquire, Lieutenant Governor and Colonel Commanding Our Forces in Our said Province, Given at Our Government House at Navy Hall this First Day of April in the Year of Our Lord One Thousand Seven Hundred and Ninety Three in the Thirty Third Year of Our Reign.

WM. JARVIS, Secy.

J. G. S.

(A true copy taken from the original 29th December 1809).

JOHN SMALL.

C. Reg.

No. 34.

To all persons to whom these presents shall come, GREETING :

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

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

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

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

JOHN BULLER, *Adjutant.*
R. H. SHEAFFE, *Captain 5th Regt.*
J. M. MASOR, *Lieut. 5th Foot.*
WM. GAINFORT, *Ens. 15th Regt.*
W. JOHNSON CHEW, *Indian Dept.*
A. JONES, *D.P.S.*

{	WABAKANYNE,	[L.S.]	(totem)
	WABANIP,	[L.S.]	(totem)
	WANAPENANT,	[L.S.]	(totem)
	TABANDAN,	[L.S.]	(totem)
	OKAMAPENES,	[L.S.]	(totem)
	PATOPKQUAN,	[L.S.]	(totem)

No. 4.

J. GRAVES SIMCOE.

{ Great seal of }
{ Canada. }

GEORGE the THIRD, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, and so forth.

To all to whom these presents shall come, Greeting:—

KNOW YE, that whereas the attachment and fidelity of the Chiefs, Warriors, and people of the Six Nations, to Us and Our Government has been made manifest on divers Occasions by their spirited and zealous Exertions, and by the Bravery of their Conduct, and We being desirous of showing our Approbation of the same and in recompence of the Losses they may have sustained of providing a convenient Tract of Land under Our protection for a safe and suitable Retreat for them and their Posterity, Have of Our Special Grace, certain Knowledge and mere motion, given and granted and by these Presents Do Give and Grant to the Chiefs, Warriors, Women and People of the said Six Nations and their Heirs for ever, All that District or Territory of Land, being Parcel of a certain District lately purchased by Us of the Mississague Nation, lying and being in the Home District of Our Province of Upper Canada, beginning at the Mouth of a certain River formerly known by the name of the Ouse or Grand River, now called the River Ouse, where it empties itself into Lake Eric, and running along the Banks of the same for the space of Six Miles on each side of the said River, or a space co-extensive therewith, conformably to a certain Survey made of the said Tract of Land, and annexed to these Presents, and continuing along the said River to a Place called or known by the Name of the Forks, and from thence along the main Stream of the said River for the space of Six Miles on each side of the said Stream, or for a space equally extensive therewith, as shall be set out by a Survey to be made of the same to the utmost extent of the said River as far as the same has been purchased by us, and as the same is bounded and limited in a certain Deed made to Us by the Chiefs and People of the said Mississague Nation, bearing Date the Seventh Day of December, in the year of Our Lord One thousand seven hundred and thirty-two; To Have and to Hold the said District or Territory of Land so bounded as aforesaid of Us, Our Heirs and Successors, to them the Chiefs, Warriors, Women, and people of the Six Nations, and to and for the sole use and Behoof of them and their Heirs for ever, Freely and Clearly of and from, all, and all manner of rents, fines, and services whatever to be rendered by them or any of them to Us or Our Successors for the same, and of and from all conditions, stipulations and agreements whatever, except as hereinafter by us expressed and declared. Giving and granting, and by these Presents confirming to the said Chiefs, warriors, women, and people of the said Six Nations and their Heirs, the full and entire possession, use, benefit and advantage of the said district or territory, to be held and enjoyed by them in the most free and ample manner, and according to the several customs and usages of them the said Chiefs, warriors, women,

and people of the said Six Nations: Provided always, and be it understood to be the true intent and meaning of these Presents, that, for the purpose of assuring the said lands, as aforesaid to the said chiefs, warriors, women, and people of the Six Nations, and their heirs, and of securing to them the free and undisturbed possession and enjoyment of the same, it is our royal will and pleasure that no transfer alienation, conveyance, sale, gift, exchange, lease, property or possession, shall at any time be had, made, or given of the said district or territory, or any part or parcel thereof, by any the said Chiefs, warriors, women or people, to any other nation or body of people, person, or persons whatever, other than among themselves the said Chiefs, warriors, women and people, but that any such transfer, alienation, conveyance, sale, gift, exchange, lease or possession shall be null and void, and of no effect whatever, and that no person or persons shall possess or occupy the said district or territory or any part or parcel thereof, by or under pretence or any such alienation, title or conveyance as aforesaid, or by or under any pretence whatever, under pain of our severe displeasure.

And that in case any person or persons other than them, the said Chiefs, warriors, women and people of the said Six Nations, shall under pretence of any such title as aforesaid presume to possess or occupy the said district or territory or any part or parcel thereof, that it shall and may be lawful for us, our heirs and successors, at any time hereafter, to enter upon the lands so occupied and possessed by any person or persons other than the people of the said Six Nations, and them the said intruders thereof and therefrom, wholly to dispossess and evict, and to resume the part or parcel so occupied to ourselves, our heirs and successors: Provided always, that if at any time the said Chiefs, warriors, women and people of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory or any part thereof, the same shall be purchased for us, our heirs and successors, at some public meeting or assembly of the Chiefs, warriors and people of the said Six Nations, to be holden for that purpose by the Governor, Lieutenant Governor, or person administering our Government in our Province of Upper Canada.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made Patent, and the Great Seal of our said Province to be hereunto affixed. Witness, His Excellency John Graves Simcoe, Esquire, Lieutenant Governor and Colonel Commanding our Forces in our said Province. Given at our Government House, at Navy Hall, this fourteenth day of January, in the year of Our Lord one thousand seven hundred and ninety-three, in the thirty-third year of Our Reign.

J. G. S.

WM. JARVIS, Secretary.

Recorded 20th Feby, 1837. }

Lib. F., Folio 106. }

D. CAMERON, *Sy. and Regr.*

No. 44.

KNOW ALL MEN BY THESE PRESENTS that we, the Sachems, War Chiefs and Principal Women of the Mohawk, Oghquaga, Onandaga, Seneca and Cayuga Nations, residing at the Grand River, in the Province of Upper Canada, for and in consideration of the Goodwill, Friendship, and affection which we have for Nancy Kerr, and Margaret Kerr, in whose veins flows our blood, they being children of Robert Kerr and Elizabeth Kerr (daughter of Mary Brant our sister) and also in and for the further consideration of the sum of one Pound lawful money of the said Province, to Us in hand paid by the said Nancy Kerr and Mary Margaret Kerr, and before the sealing and delivery of these presents, the receipt whereof We do hereby acknowledge and thereof and therefrom and from every part and parcel thereof do acquit, release and discharge the said Nancy Kerr and Mary Margaret Kerr their heirs, executors and administrators and every of them by these presents have given, granted, enfeoffed, alienated and confirmed, and by these present do give, grant, enfeoff, alienate

and confirm unto the said Nancy Kerr and Mary Margaret Kerr (as tenants in common) a certain Tract of Land situate and being on the said Grand River, commencing at a post standing on the south side of the aforesaid Grand River marked for the upper boundary of lands granted to Dr Kerr's three sons, and running up the said river so far as to contain a front of full forty chains wide, and running and extending back from the river to the Indian line containing two thousand acres be the same more or less, with all and singular the appurtenances to the said tract of land belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents and services of the said premises, and all the estate, right, title, interest, property, claim and demand whatever of Us, the said Sachems, War Chiefs and Principal Women or any one whatever of our said nations, of, in and to the said tract or parcel of land or of, in and to every part and parcel thereof, to have and to hold the said land and premises hereby given and granted, or mentioned or intended to be given and granted, unto the said Nancy Kerr and Mary Margaret Kerr, their or either of their heirs and assigns, to the only proper use and behoof of the said Nancy Kerr and Mary Margaret Kerr, their heirs and Assigns, for ever;

And we the said Sachems, War-Chiefs and Principal Women, for ourselves and the whole of our said Nations, our and their heirs, executors and administrators, do covenant, promise and grant, to and with the said Nancy Kerr and Mary Margaret Kerr and every of them, their and every of their heirs and Assigns, by these presents, that they the said Nancy Kerr and Mary Margaret Kerr their Heirs and assigns, shall and lawfully may from time to time, and at all times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said Tract and parcel of land hereby given and granted, with all and every of its appurtenance free, clear and discharged, or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other Titles troubles charges, and incumbrances whatever; had, done or suffered, or to be had, done or suffered, by any of us the said Sachems, War Chiefs and Principal Women of the Mohawk, Oghquaga, Onandaga, Seneka, and Cayuga Nations residing at the Grand River or by any one whatever of the said Nation, our and their heirs, executors and administrators, and by these presents do make this, our act and deed irrevocable under any pretence whatsoever of the said Nations. And have put the said Nancy Kerr and Mary Margaret Kerr, in full possession and seizin, by allowing houses to be built on the premises.

IN WITNESS WHEREOF, we the said Sachems, War Chiefs and Principal Women, have unto these presents, affixed our respective marks, signatures and seals, at the Mohawk village on the Grand River the twentieth day of May, in the year of Our Lord one thousand seven hundred and ninety six.

Signed Sealed and delivered }
in presence of us— }

RALP CLENCH,
PHILIP STEDMAN, JUN.

HENRY DEKARIGHOGEA,	[L.S.]
JACOB LEWIS AYONGHUATHA,	[L.S.]
DANIEL OGHNAVERA,	[L.S.]
PETER DEWATOGHARANEGEA,	[L.S.]
AARON HILL DEGHEANOSONGOTHA,	[L.S.]
JOS. BRANT HENRY AARON HILL,	[L.S.]
JOSEPH DEWASERAGEGH,	[L.S.]
THOMAS DAVIS DEWASERAGEGH,	[L.S.]
JOSEPH OGHNAONGOHTOR,	[L.S.]
PAULUS SHAGOYATIYOUGHSTHA,	[L.S.]
SETH KANEAHAREGOWAGH,	[L.S.]
YOUNG BRANT AGOWANATHA,	[L.S.]
NICHOLAS TAYORONYOGHTE,	[L.S.]

ADAM THAWAYAGEARAT,	[L.S.]
ABRAHAM ONEVASKANIKON,	[L.S.]
CHRISTIAN OWEANOGON,	[L.S.]
ESTHER DEKAGHENTAGHAGUE,	[L.S.]
CATHERINE GOMEAGHTENTYATHA,	[L.S.]
SARAH AONGHWINTSUJO,	[L.S.]
CATHERINE GONWENGNONGON,	[L.S.]
CATHERINE OTYANOUGHON,	[L.S.]
CATHERINE TEYOTWANEAGH,	[L.S.]

£1 0s. 0d.

Received the day of the date of the above written deed of and from the within named Nancy Johnson and Mary Margaret Kerr, the sum of one pound; being in full for the consideration money mentioned to be paid us by the before written deed —we say received.

I certify that the within Instrument is recorded in my office the twentieth of October, Eighteen Hundred and Twenty, at One o'clock P.M., Lib. B., Fol., 114, Memo. 595.

JAMES DURAND,

Register for District of Gore.

No. 4 $\frac{1}{2}$.

(*Translation.*)

PHILIPPE DE RIGAUD, &c.,
MICHEL BEGON, &c.

On the petition presented to us by Messieurs the Ecclesiastics of the Seminary of St. Sulpice, established at Montreal, in which they represent that it would be to the advantage of the Indian Mission of Sault au Recollet, in the Island of Montreal, which is under their care, if the said Mission was permanently established above the Island of Montreal on the lands lying on the north-west side of the Lake of Two Mountains, which said Mission would be advantageous not only for the conversion of the Indians, who being at a greater distance from the city, would thus have no opportunity of falling into intemperance, but also to the colony, as by this means it would be protected from the incursions of the Iroquois, in time of war, praying us to grant them for the said Mission, a tract of land of the extent of three leagues and a half of frontage, commencing at a brook which falls into the Great Bay of the Lake of Two Mountains, and ascending along the said lake and the River St. Lawrence, by three leagues in depth, under the title of fief, with the right of superior, mean and inferior jurisdiction, with the privilege of hunting and fishing as well within the said tract of land as upon the said lake and River St. Lawrence, offering for the same, to bear themselves all the expense which may be incurred in the transfer of the said Mission as well as to cause a stone church and fort to be built on the place where the said Mission will be transferred, in consideration of which,

We, in virtue of the powers to us jointly entrusted by His Majesty have given and ceded and by these presents do give and cede to the Sieurs Ecclesiastics of the Seminary of St. Sulpice established at Montreal, a tract of land of an extent of three leagues and a-half of frontage beginning at a brook which runs into the Great Bay of the Lake of Two Mountains and ascending along the said Lake of Two Mountains and the River St. Lawrence, by three leagues in depth, to enjoy the said Sieurs Ecclesiastics, their successors and assigns for ever, *even if the said Mission be taken away from thence*, in full property under the title of fief and seigniory, with the right of superior, mean and inferior jurisdiction, with the privilege of hunting and fishing as well within as opposite the said Mission, on the said lake and River St. Lawrence, on the condition that they shall bear the whole expense necessary for the removal of the said Mission and also cause a church and fort to be built there of stone at their own cost, for the security of the Indians according to the plans thereof which shall be by them handed over immediately to be by us seen and approved, and

the said works to be terminated within a space of two years, subject also to the condition of fealty and homage (*foi et hommage*) which the said Sieurs Ecclesiastics of the Seminary, their successors and assigns shall be held to perform at the Castle of St. Lewis in Quebec and which they shall hold under the customary duties and dues and agreeably to the custom of the Prevotship and Vicomty of Paris followed in this country and that the appeals from the decisions of the Judge who may be established at the said place, shall lie before the Judges of the Royal Jurisdiction of Montreal, that they shall keep and cause to be kept house and home (*feu et lieu*) on the said concession that they shall preserve their oak timber fit for ship-building which may be found upon the land, which the said Ecclesiastics shall have set aside for their principal Manor house, and that they shall also stipulate the reserve of such oak timber within the extent of the private concessions made or to be made to their tenants, which said oak timber His Majesty shall be free to take, as well as the said land or any part thereof, without being held to pay any indemnity, also that they shall give notice to the King or to the Governors or Intendants of this country, of the mines, ores, or minerals, if any be found within the limits of the said fief, and leave the necessary road, ways, and passages, that they shall concede the said uncleared lands under the simple title of a rent of twenty sols and a Capon for each and every arpent of land in front by forty arpents in depth and six *deniers* of *cens* and that there shall not be inserted in the said Concessions any sum of money or any other charge than that of the simple title of rent, according to the intentions of His Majesty, from whom they shall be held to obtain the ratification of these presents within a year of its date, failing this, this concession to be null.

IN TESTIMONY WHEREOF, we have hereunto put our hands and affixed our seal-at-arms and have had the same countersigned by our Secretaries.

Done at Quebec this seventeenth day of October, 1717.

Signed: Vaudreuil Begon, and below by their Lordships de L'Etasge and Barbel,

(True Copy).

BEGON.

(Translation.)

LOUIS, by the Grace of God, King of France and of Navarre, to all to whom these Presents shall come,—GREETING:

Our dear and Well-Beloved, the Ecclesiastics of the Company of Jesus residing in la Nouvelle France, having very respectfully caused to be represented to us, that the lands of the Prairie de la Magdelaine, which have been conceded to them, are too swampy to be cultivated and procure them the means to support the Iroquois who are established there, and as it is to be feared that they might withdraw therefrom, were we not pleased to grant them the land called the Sault, containing two leagues of frontage, beginning at a point opposite the Rapids of St. Louis, ascending along the lake in similar depth, also two Islands, Islets and the Beach, lying opposite and adjoining the lands of the said Prairie de la Magdelaine, which enable them not only to hold back the Iroquois, but also to augment their number and propagate more extensively the faith and the gospel.

Therefore, desirous of contributing to the conversion and instruction of the said Iroquois and to act favourably towards the said Petitioners, We have given them and we do give them by these Presents, to which we have affixed our sign Manual, the said piece of land called the Sault, containing two leagues of frontage, commencing at a point opposite the St. Louis Rapids, ascending along the lake in similar depth, with two Islands and Islets and the beach lying opposite and adjoining the lands of the said Prairie de la Magdelaine, on the condition that the said tract of land called the Sault will revert to us all cleared, when the said Iroquois will leave it. Granting permission to all those who ever it may please to do so, to convey rings, knives, or any other kind of pedlar's ware, forbidding and prohibiting the French who may reside with the Iroquois or any other Indian Nation, and who may

establish themselves on the said tract of land, called the Sault, to have any cattle, or establish any inn in the village, which the Iroquois may erect on the said tract of land.

We hereby order our loved and loyal Conseil Souverain of Quebec, and to all our other officers of justice, whom these Our Presents, Letters of Grant, or of Concession may concern, to have the same read and registered and the contents of which the said Petitioners to be made to enjoy and make use of, free of all troubles or hindrances which may at present or hereafter exist to the contrary, for such is our pleasure.

In Testimony Whereof we have caused our Seal to be hereunto affixed.

Given at Fontainebleau this twenty-ninth day of May, in the year of Grace one thousand six hundred and eighty, and in the thirty-eighth of Our Reign, signed Louis by the King Colbert.

This day the above Letters Patent have been registered at the Greffe Souverain of Quebec according to its decree of this day's date, to enjoy and make use of the said Grantees of the contents therein mentioned at Quebec the 24th October, 1680, signed Peuvret.

(Translation.)

Louis de Buade, Count de Frontenac, King's Councillor in His Councils, Governor and Lieutenant Governor for His Majesty in Canada, Acadia and New Foundland and Jacques Duchesneau, Knight, also King's Councillor in His Councils, Comptroller of Justice, Police and Finance, in the said country, on the representation to Us made by the Reverend Fathers of the Company of Jesus, that His Majesty having by his Letters Patent of the 29th May, 1680, recorded in the Conseil Souverain of Quebec the 29th October following, granted to them a tract of Land called the Sault, containing two leagues of frontage beginning at a point opposite the Rapids of St. Louis, ascending along the Lake in similar depth, with two Islands, Islets, and the beach, lying opposite and adjoining the lands of the Prairie de la Magdelaine, for the reasons mentioned in the said Letters Patent, and on the conditions therein written, they request us to be pleased to grant them a remainder of land of a league and a half or thereabouts, in length, starting from the said tract of land called the Sault, ascending the Lake towards the Seigniorship of Chateauguay, by two leagues and a half in depth which would better enable them to entice thither the Iroquois and other Indians and to augment their number, and by this means to spread the light of the Gospel.

We in virtue of the powers jointly entrusted to us by His Majesty and to further facilitate to the said Reverend Fathers the means of continuing the care they have for such a long time bestowed, and with so much zeal upon the Iroquois and other Indians, for their conversion and instruction, have given, conceded and granted, and by these presents do give, concede, and grant to them the said remainder of land of about one league and a half in length, to start from the said tract of land called the Sault, and running towards the Seigniorship of Chateauguay, by two leagues in depth, to enjoy the said Reverend Fathers, on the same charges and conditions contained in the said Letters Patent of His Majesty, ratification of these presents to be obtained from His Majesty within a year from this date.

In Testimony Whereof We have signed these presents and have caused Our Seals at Arms to be thereunto affixed.

Given at Quebec the 31st October, 1680, (Sig'd.) FRONTENAC DUCHESNEAU.

I do hereby certify the foregoing to be true copy of the Originals as on Record in the Office of Enrollments at Quebec in a French Register intituled "Cahiers d'Intendance & Concessions en fief," Nos. 2 to 9, folio 122, &c.

GEO. POWNALL,
Sec. & Reg. of Records.

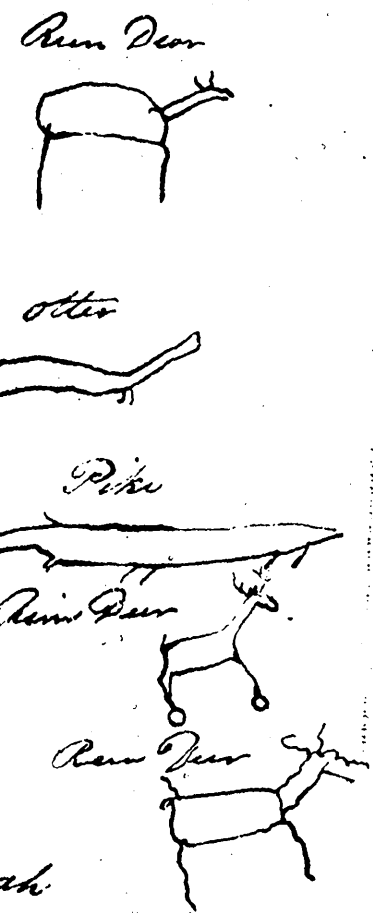
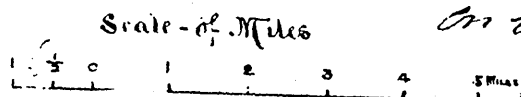
Sketch of the Indian Purchase
at Penetanguishene, (coloured with Lake).

(Signed) *W. M. Minto* Commissioner on behalf of the Province
(Signed) *D. Smith* Agent of Indians

John McGill
Agent of Indians
Abolition of the purchase
by Crown etc

Miss Burns Comptroller
on behalf of the Province
Sam Smith Major
of Artillery
Arthur Holdsworth Esq.
Lieut. R. R.

(Signed) *W. M. Minto* Esq. Agent of Indians
on behalf of the Crown



DEPARTMENT OF INDIAN AFFAIRS
SURVEY BRANCH
TRUE
REDUCED COPY
W. Johnston
4.11.90
OTTAWA, CANADA

No. 5.

UPPER CANADA.

To all whom these presents may come,—GREETING :

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

To have and to hold the said parcel or tract of land, together with all the Woods and Waters thereon lying and being unto His said Majesty King George the Third, His heirs and successors forever, free and clear of all claims, rights, privileges and emoluments, which we, the said Chiefs, Warriors, &c., &c., and people of the said Chippeway tribe or nation might have before the execution of these presents: And free and clear of any pretended which our children, descendants or posterity may hereafter make to the same: Hereby renouncing and forever absolving ourselves and our children, descendants and posterity of all title to the soil, woods and waters of the above described parcel or tract of land in favour of His said Britannic Majesty, His heirs and successors forever.

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

WILL. WILLCOCKS,
*Commissioner on behalf of the
Province.*
ALEX. BURNS,
*Commissioner on behalf of the
Province.*
SAM. SMITH, Major.
J. S. RANGERS.
ARTHUR HOLDEN BROOKING, Lt. 2nd Regt.
JOHN MCGILL, Adj. 2nd Regt.
J. GIVINS, Agent of Indians.
W. JOHNSON CHEW, Indian Department.
GEO. COWN, I. D.

W. CLAU,
*Superintendent Indian Affairs,
on behalf of the Crown.* [L.S.]
CHABONDASHEA, [L.S.] (totem).
AASANCE, [L.S.] (totem).
WABENENGUAN, [L.S.] (totem).
NINGAWSON, [L.S.] (totem).
OMASSANAHSQUATAWAH, [L.S.] (totem).

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

WILL. WILLCOCKS,
Commissioner on behalf of the Province.

ALEX. BURNS,
Commissioner on behalf of the Province.

SAM. SMITH, *Major.*

J. S. RANGERS,

ARTHUR HOLDEN BROOKING,
Lieut. 2nd Rt.

JOHN MCGILL,
Adj. 2nd Rt.

J. GIVINS,
Agent of Indians.

W. JOHNSON CHEW,
Indian Department

GEO. COWN,
I. D.

D. V. SMITH,
Acting Superintendent General.

W. CLAUS,
Supt. Indian Affairs, on behalf of the Crown.

CHABONDASHEAN, [L.S.] (totem.)

AASANCE, [L.S.] (totem.)

WABENINGUAN, [L.S.] (totem.)

NINGAWSON, [L.S.] (totem.)

OMASSANAHSQUTAWAH, [L.S.] (totem.)

This is schedule of the articles given to the Chippeway Nation of Indians by way of purchase or as an equivalent for their conveyance in fee of the harbour of Penetangushene and the adjacent lands made at the time of the delivery of the same being the twenty-second day of May, 1798.

We do hereby certify that the following goods were delivered in our presence to the Chippeway Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Store by order of the Commander-in-Chief.

	£.	d.	s.
20 pair of blankets of 2½ pts., at 16s. 6d.....	6	10	0
25 pair of blankets 2 " 12s.....	15	0	0
17 pair of blankets 1½ " 9s. 9d.....	8	5	9
4 pieces of blue Strouds, 84 yds., 17s. per piece.....	23	8	0
44 pounds brass kettles, at 2s. 4½d.....	5	4	6
4 pieces of calico, 18½ yds. each, is 74 yds., at 55s. 6d. p. p.	11	2	0
3 pieces of Irish linen, 25 yds. ea., is 75 yds., 75s. pr. p.	11	5	0
3 pieces of Calamancoe, 30 yds. ea., is 90 yds., at 54s. 9d. p. p.	8	4	3
9 doz. butchers' knives, at 4s. 6d.....	2	0	6
	101	0	0

amounting in the whole to one hundred and one pounds Quebec currency.

WILL. WILLCOCKS,
Commissioner on behalf of the Province.

ALEX. BURNS,
Commr. on behalf of the Province.

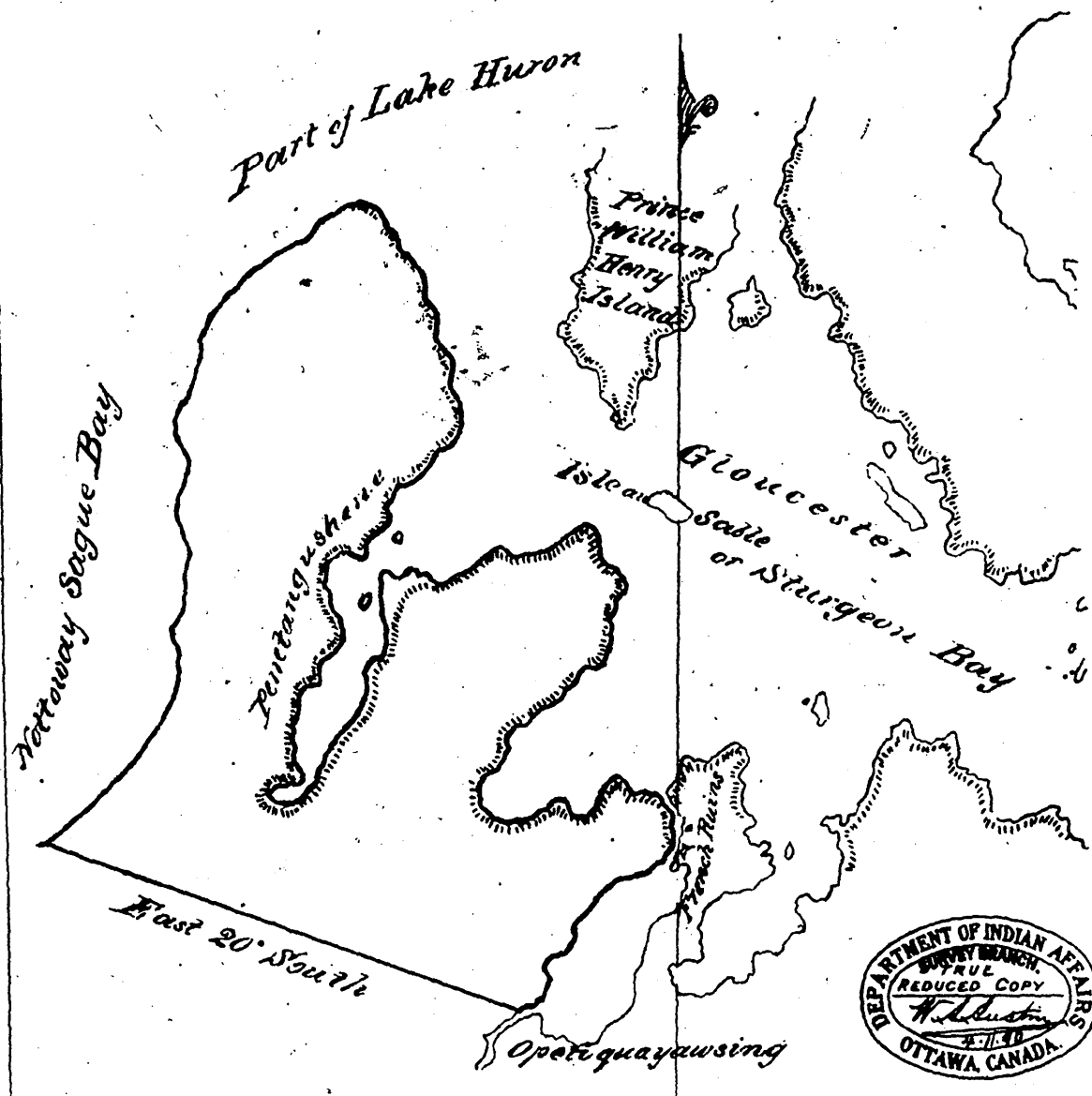
SAM. SMITH, *Major.*

J. S. RANGERS.

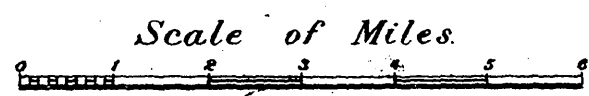
ARTHUR HOLDEN BROOKING,
Lieut. 2nd Regt.

JOHN MCGILL,
Adj. 2nd Regt.

We the undersigned Chiefs of the Chippeway Nation, do in behalf of ourselves and of our Nation, relinquish and cede to the King of Great Britain the lands described in the plan subjoined, bounded by a line to be drawn from the head of Opetiqua-


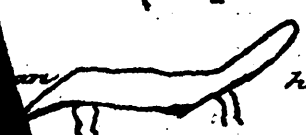
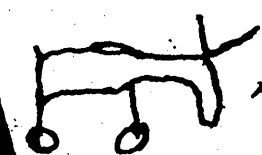
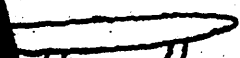


Sketch of the Indian Purchase
at Perietangushene

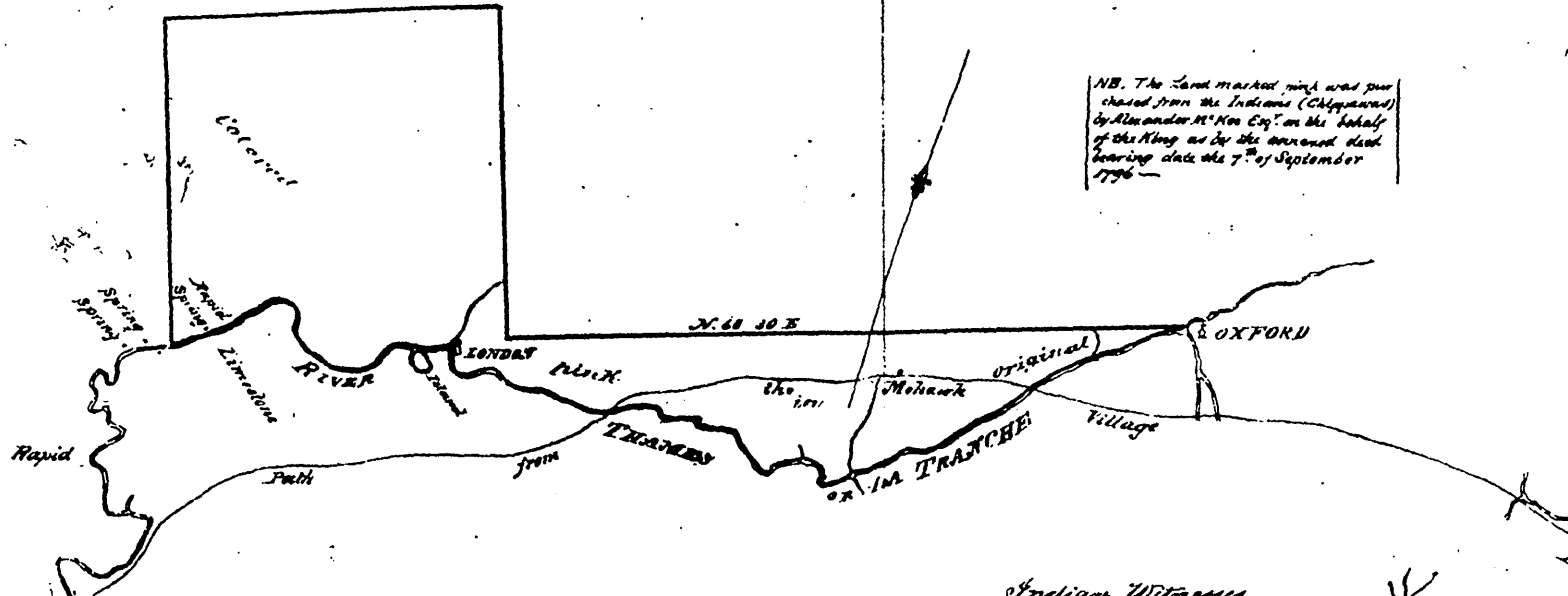


Signed *A. W. H. Dwy.*

Witness
ad. / *J. W. H. Dwy.*
George
Witness on behalf of
the Province of Upper Canada
" *Walter Dwyer Esq. U.C.*
" *W. Johnson Esq.*
" *W. H. Dwy.*

Chabondawam  his mark
Heewaycamah  his mark
J. H. G. G.  his mark
Nabeeneng  his mark

NB. The Land marked pink was purchased from the Indians (Chippewas) by Alexander McKeen Esq. on the behalf of the King as by the annexed deed bearing date the 7th of September 1796 —




Present at the signing hereof
 Signed: Richard Pollard } Commissioner on behalf of the
 Thos. Smith } Province of Upper Canada.
 J. McKee Capt R. W. O.
 A. T. Sedell C. S. W. O.
 John Martin
 J. Selby A. S. O.

(Signed) *J. McKee* C. S. O. W. O. S. A.
 Scale of Miles
 1 2 3

Charlevoix }
 Nicolas Trussell } Interpreters
 Jacques Peltier }
 David Tait }



- (Signed) *Wasson*
- Witnesses
- Pyshiky* 
 - Annamakance* 
 - Macoince* 
 - Kangye* 
 - Pegiq* 
 - Wapenousa* 
 - Kitchymugqua* 
 - Kawauoyneale* 
 - Ticomogaston* 
 - Kiushke* 
 - Camcommanian* 

yawsing to Nottoway Sague Bay, including the harbour of Penetangushene, running west twenty degrees north or thereabouts and colored red. Provided that goods to the amount of one hundred pounds Quebec currency shall be given to us at the time of the officers of the King of Great Britain or any of His subjects taking possession thereof or *bonâ fide* as near as may be practicable to such an event, when we promise for ourselves and for our Nation to ratify the cession aforesaid, by a due and regular deed of conveyance.

Done at York, in the Province of Upper Canada, this nineteenth day of May, one thousand seven hundred and ninety-five.

Witnesses:

<p>J. GIVINS, <i>Lieut. 2nd Regt.</i> GEO. COWN.</p>	}	<p>CHABONDASHEAM, KUWATCAMEKESHAM,</p>	<p>(totem.) (totem.) (totem.) (totem.)</p>
<p>Witnesses on the part of the Province of Upper Canada:</p>	}	<p>NINGASAM, WABUNINGUAN,</p>	<p>(totem.) (totem.) (totem.)</p>
<p>ALEX. AIKEN, <i>D. Sy'r. U. C.</i> W. JOHNSON CHEW. W. KUPER, <i>I. D.</i></p>			

No. 6.

UPPER CANADA.

To all to whom these presents may come, GREETING.

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

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

clean of and from all claims, rights, privileges, or emoluments which we the said Chiefs, Warriors and People of the said Chippawa Nation might have before the execution of these presents, and free and clear of any pretended claim which our children or descendants may hereafter make to the same, hereby renouncing and forever absolving ourselves, our children, descendants and posterity of all title to the said parcel or tract of land, the soil, woods, and waters thereof, in favour of the said Alexander McKee, Esquire, for and on behalf of His said Britannic Majesty, His heirs and successors for ever.

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

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

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

RICHARD POLLARD, } *Coms. on behalf*
THOS. SMITH, } *of the Prov. of*
 } *Upper Canada.*

T. MCKEE, *Supt. N.W.D.*

A. IREDELL, *D.S.W.D.*

JOHN MARTIN.

G. SELBY, *A.S.I.A.*

CHARLEVEAUME, }

NICOLA LASILLE, }

JAQUE X PELTIER, }

DAVID TAIT.

Inter preters.

Indian Witnesses :

SHIMINDOCK, *Chief of the Ottawas.*

(totem.)

NEGIG, Chief do (totem.)

MITCHEWASS, do (totem.)

CANCOMMENANIA, (totem) [L.S.]

NEGIG, (totem) [L.S.]

WAPENOUSA, (totem) [L.S.]

KITCHYMUHQUA, (totem) [L.S.]

NAWACISSYNABE, (totem) [L.S.]

TICONEGASSON, (totem) [L.S.]

KIASHKE, (totem) [L.S.]

WASSON, (totem) [L.S.]

WITTANESS, (totem) [L.S.]

PEYSHIKY, (totem) [L.S.]

ANNAMAKANCE, (totem) [L.S.]

MACOUNCE, (totem) [L.S.]

NANGEE, (totem) [L.S.]

We do certify that the following goods were delivered in our presence to the Chippawa Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Indian Store by order of the Commander in Chief.

Blankets.....	}	3 points.....	120	blank'ts
		2½ do	290	do
		2 do	250	do
		1½ do	368	do
		1 do	290	do
Cloth, broad.....	}	5 pieces.....	91½	yards.
		do livery.....	16	do
Cadis.....		3 pieces.....	120½	do
Calico.....		13 do and 2 yards..	236	do
Combs, ivory.....			120	
do horn.....			180	
Callimanco.....		4 pieces and 8 yards...	120	yards.
Embossed serge.....	}	8 pieces.....	247	do
		and	13	do
Fish hooks.....			1,440	
Flints.....			1,440	

Fire steels.....		124	
Guns, Chiefs.....		15	
Gunpowder.....	Pounds.....	278	
Handkerchiefs.....	Black silk.....	12	
do	Crimson barred.....	21	
Hoes.....	Carolina.....	67	
Hats.....	Laced.....	24	
do	Plain.....	40	
Knives.....	Butchers.....	400	
do	Pen.....	72	
Kettles.....	}	Brass, pounds.....	200
		Copper do	73
		Tin, number	60
Linen.....	Irish, 20 pieces.....	500	yards.
Looking glasses.....		120	
Moltens.....	10 pieces.....	300	yards.
Pipes.....	Tobacco.....	3,456	
Ribband.....		144	
Rifles.....		11	£
Strouds.....	15 pieces.....	525	yards.
Shot and ball.....	Pounds.....	2,100	
Scissors.....	Pairs.....	72	
Thread.....	Pounds.....	32	
Trunks.....	Red leather gilt.....	54	
Tobacco.....	Pounds.....	465	
Vermillion.....	do	80	

A bullock furnished by the D. Commissary, value { £12 10 0
 Rum do by do Quebec curry. { 11 15 0
 Amounting in the whole to twelve hundred pounds Quebec Currency.

RICHARD POLLARD, } Commissioners on behalf of the
 THOMAS SMITH, } Province of Upper Canada.

T. MCKEE, Supt. N.W.D.,

A. REDELL, D.S.W.D.,

JOHN MARTIN,

G. SELBY, A.S.I.A.,

CHARLVEAUME, }

JAQUE × PELTIER, }

NICOLA LASILLE, }

DAVID TAIT, }

Interpreters.

Entered in the Register, for the County of Kent, Letter B, Fol. 4, the twenty second day of October, 1796, at ten o'clock in the forenoon.

RICHARD POLLARD,

Register.

No. 7.

UPPER CANADA.

To all to whom these presents may come,—GREETING :

Whereas we the Principal Chiefs, Warriors and people of the Chippawa Nation of Indians being desirous for a certain consideration hereafter shewn of selling and disposing of a certain parcel or tract of land lying on and near to the river called Chenail Ecarté unto His Britannic Majesty King George the Third, our Great Father. Now know ye, that we the said Principal Chiefs, Warriors and people of the Chippawa Nation for and in consideration of the sum of eight hundred pounds Quebec currency value in goods estimated according to the Montreal price now

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

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

Present at the execution and delivery
of this instrument and witnesses
thereto.

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

RICHD. POLLARD, } *Commissioners on behalf of*
THOS. SMITH, } *the Province of Upper Canada.*

T. MCKEE, *Supt. N.W.D.*

JOHN MARTIN,

G. SELBY, *A.S.I.A.*

CHARLEVEAUME,

NICOLA LASILLE,

his

JACQUE X PELTIER,
mark.

} *Interpreters.*

NEGIG, (totem) [L.S.]

WAPENOUSA, (totem) [L.S.]

KITCHEMUGHQUA, (totem) [L.S.]

NAWACISSYNABE, (totem) [L.S.]

TICOMEGASSON, (totem) [L.S.]

KIASHKE, (totem) [L.S.]

WASSON, (totem) [L.S.]

WITTANESS, (totem) [L.S.]

PEYSHIKY, (totem) [L.S.]

ANNAMAKANCE, (totem) [L.S.]

MACOUNCE, (totem) [L.S.]

NANGEE, (totem) [L.S.]

CAMCOMMENANIN, (totem) [L.S.]

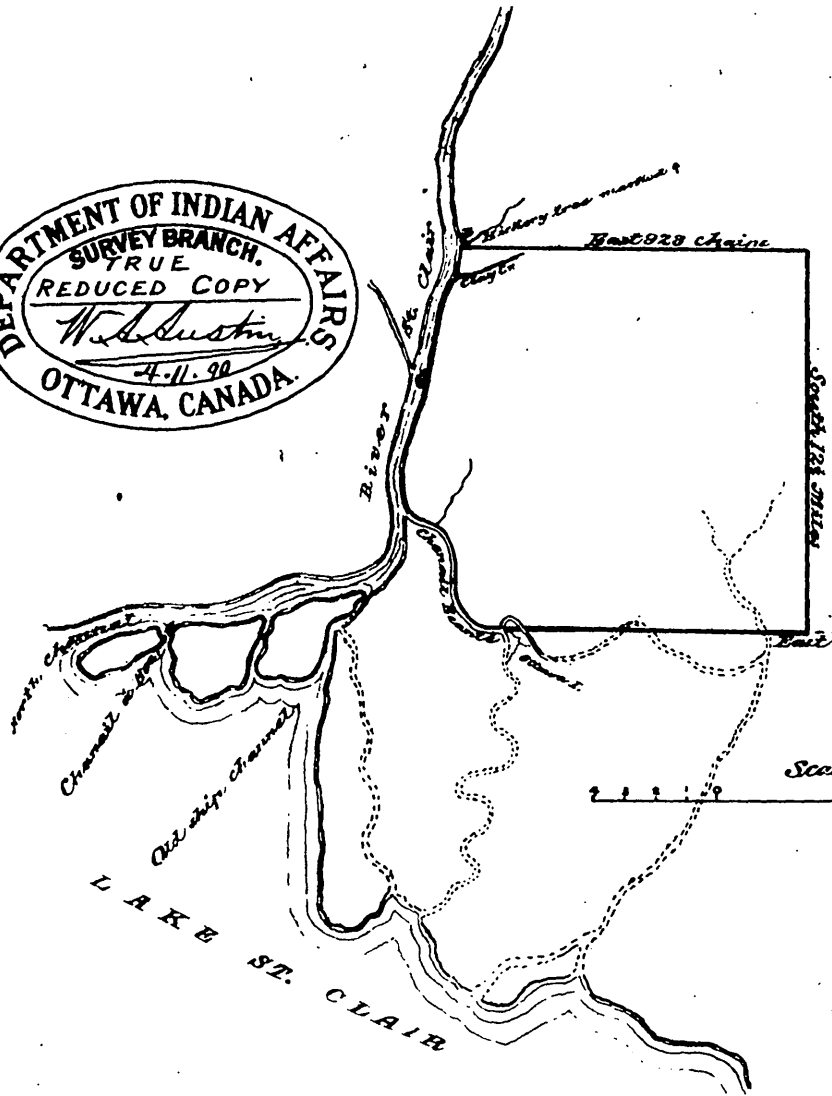
Indian Witnesses :

SHEMMENDOCK, *Chief of the Ottawas* (totem).

NEGIG, *Chief of the Ottawas* (totem).

MITCHEWAS, *Chief of the Ottawas* (totem).

We do certify that the following goods were delivered in our presence to the Chippawa Nation subscribers to the within Deed being the consideration therein mentioned as sent from the General Indian Store by order of the Commander in Chief.



Present at the signing herof—

- (sd) *Rich. A. Pollard* } Commissioners
- Thos. Smith* } on behalf of the
- J. Mitche* } Province of
- A. Ezzell* } Upper Canada
- John Martin* } Supt. N. W. D.
- P. Selby* } D.S. W.D.
- Charlevoix* } a.s.i.a.
- Nicola Lucille* } Interpreters
- Jaque Xeltier* }
- David Tait* } Indian Witness



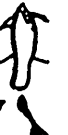









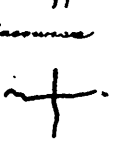
Shimindack, Chief of the Ottawa

Negig

Mitchewas

(sd) *A. Fredell*
 Deputy Surveyor
 Western District

[Signature] D.S.G. D.I.G.A.

- Tickamagaron* 
- Biashke* 
- Cancomonamin* 
- Negig* 
- Moponua* 
- Hitchamoghua* 
- Namciornate* 
- Mason* 
- Mitowas* 
- Pegishy* 
- Amamahame* 
- Maconna* 
- Ningoes* 

Blankets	}	3 points	80 blankets.
		2½ do	196.
		2 do	168.
		1½ do	244.
Cloth livery	}	1 do	194.
		5 pieces	73½ yards.
Cadis		7 do	323 do
Callico		8 do	152 do
Callimanco		3 do	80 do
Combs, ivory			80 do
do horn			100.
Embossed serge		5 pieces	200 yards.
Fish hooks			960.
Flints			960.
Fire steels			100.
Guns, Chiefs			10.
Gunpowder		Pounds	178.
Handkerchiefs	}	Black silk	12.
		Barr'd	12.
Hoes		Carolina	45.
Hats		Laced	16.
do		Plain	28.
Knives	}	Butchers	300.
		Pen	70.
Kettles	}	Copper, pounds	43.
		Brass do	145.
		Tin, number	37.
Moltens		6 pieces	200 yards.
Linen,		Irish	337 yards.
Looking glasses			156.
Pipes		Tobacco	2,304.
Riband			100 yards.
Rifles			7
Strouds		15 pieces and 25 yards	340 yards.
Shot and ball		pounds	1,400.
Scissors		pairs	48.
Thread		pounds	21.
Trunks			36.
Tobacco		pounds	330.
Vermillion		pounds	50.

£ s. d.

A Bullock furnished by the D. Commissary, value 12 10 0
Rum ditto by ditto 7 10 0

Quebec Currency amounting in the whole to Eight hundred pounds Quebec currency.

RICHD POLLARD, } Commissioners on behalf of the
THOS. SMITH. } Province of Upper Canada.

T. McKEE, Supt. N. W. D.

A. IREDELL, D. S. W. D.,

JOHN MARTIN,

G. SELBY, A. S. I. A.

CHARLEVEAUME,

JAQUE X PELTIER, } Interpreters.

NICOLA LASILLE. }

DAVID TAIT.

Entered in the Register for the County of Kent, Letter B, Fol. 7, on the twenty-second day of October, 1796, at Eleven o'clock in the forenoon.

RICHARD POLLARD,
Register.

No. 8.

To all to whom these presents may come, GREETING :

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

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

Present at the execution and delivery of this) instrument and Witnesses thereto,)	W. CLAUS, <i>Supt. I.A., on behalf of</i> <i>the Crown</i> [L.S.]
ROBT. NELLES.) GEORGE CHISHOLM.)	<i>Commissioners on behalf of the</i> <i>Province of Upper Canada.</i>



Signed

W. Claus Supt. S. A. on behalf of the Crown.

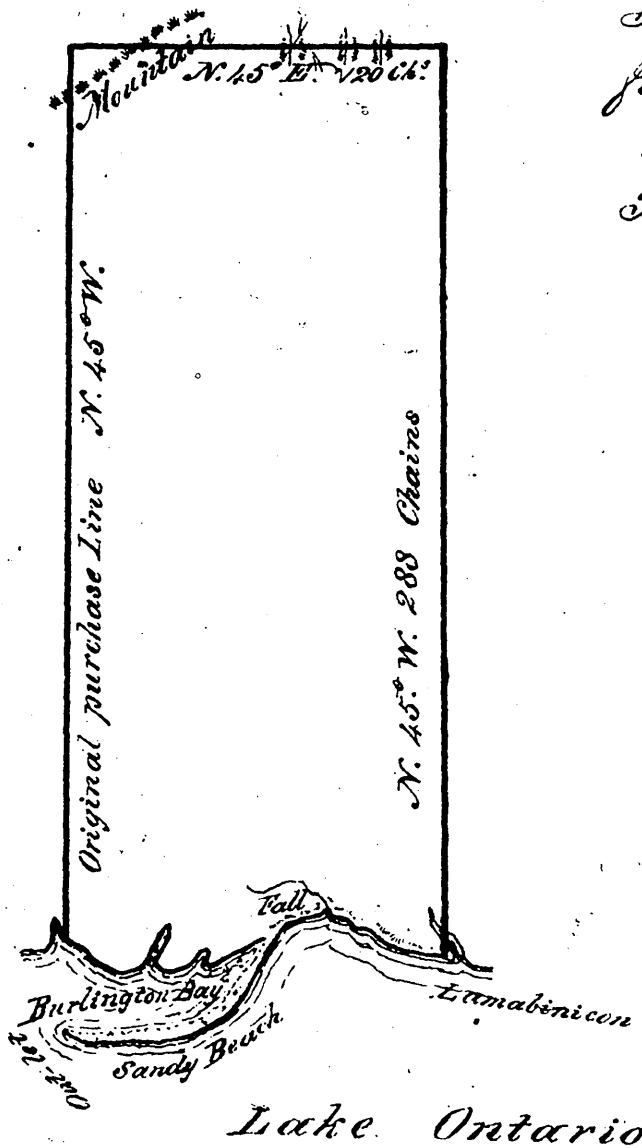
Robt. Nelles } Commissioners on the part of the
George Chisholm } Province of Upper Canada.

Howard Douglas Lt. R. A.

John Bronhead Lieut. 24th Regt.

W. Johnson Chew Ind. Dept.

J. B. Rousseau D. J.



Wabuniss

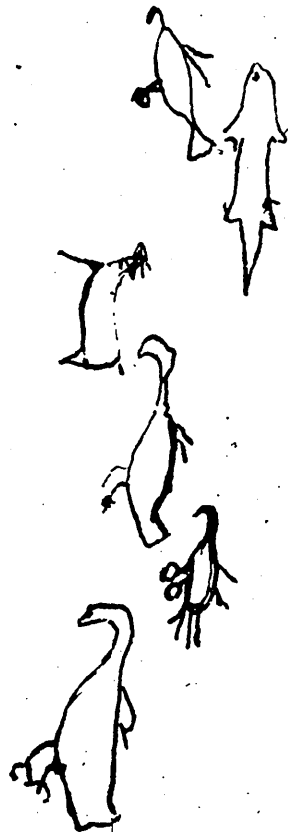
Zuanibbenon

Potaquan

Okemabenasse

Tabanon

Wabanoseh



HOWARD DOUGLAS, <i>Lt. R.A.</i>	}	WABANIP (totem)	[L.S.]
JOHN BRONHEAD, <i>Lieut. 24th Regt.</i>		QUANIBBENON (totem)	[L.S.]
W. JOHNSON CHEW, <i>Indn. Dept.</i>		POTAQUAN (totem)	[L.S.]
J. B. ROUSSEAU, <i>D.R.</i>		OKEMABENASSE (totem)	[L.S.]
		WABANOSEH (totem)	[L.S.]
		TABANDON (totem)	[L.S.]

We do hereby certify that the following goods were delivered in our presence to the Mississague Nation subscribers to the within Deed being the consideration therein mentioned, as sent from the General Indian Store by order of the Commander in Chief, viz.:

	£	s.	d.
Blankets of 2 points, Thirty-two at 12s. per pair.....	9	12	0
do 1½ do Twenty-two at 9s. 9d. per pair.	5	7	3
do 2½ do Thirty-six at 16s. 6d. do ..	14	17	0
Two Pieces Blue Strouds containing Forty-one and three quarter yards at 97s. 6d. per piece.....	14	10	0
Two Pieces Black Strouds containing Forty and three quarter yards at 97s. 6d. per piece			
Three Pieces Linen 25 yards each is seventy five yards at 53s. 4d. per piece.....	8	0	0
Five Pieces Calico 18 yards each is ninety yards at 42s. per piece.....	10	10	0
Nine dozen Butchers Knives at 4s. 6d. per dozen.....	2	0	6
Forty seven pounds of Brass Kettles at 2s. 3d.	5	5	9
Quebec Currency.....	£75	2	6

Amounting in the whole to seventy-five pounds two shillings and six pence Quebec Currency.

ROBERT NELLES.	} Commissioners on the part of the	Province of Upper Canada.
GEORGE CHISHOLM.		
HOWARD DOUGLAS, <i>Lt. R.A.</i>		
JOHN BRONHEAD, <i>Lt. 24th Regt.</i>		

No. 9.

To His Honor Peter Russell, President and Administering the Government of His Majesty's Province of Upper Canada, &c., &c., &c.

I, Captain Joseph Brant, Thayendanega Sachem and Chief Warrior of the five Nations settled by His Majesty's authority upon the Ouse or Grand River, in the said Province. These my several requests to His Honor the said Peter Russell as His Majesty's representative in the said Province present.

Whereas it pleased His said Majesty by a certain Instrument under the hand and seal at arms of Sir Frederick Haldimand some time since His Majesty's Captain General, and Governor in Chief of the Province of Quebec, and Territories (now the Province of Upper and Lower Canada), dated at Quebec, the twenty-fifth day of October, and in the twenty-fifth year of His said Majesty's Reign, to authorize and permit the Mohawk and other of the Six Nations as might desire so to do to take possession of and settle on the banks of the said River which said Instrument follows in these words. To wit, "[L.S] Frederick Haldimand Captain General and Governor in Chief of the Province of Quebec and Territories depending thereon, &c., &c., &c. General and Commander in Chief of His Majesty's Forces in said Province, and the frontiers thereof, &c., &c., &c."

"Whereas His Majesty having been pleased to direct, that in consideration of the early attachment to his cause manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained, that a convenient Tract of Land under His protection should be chosen as a safe and comfortable retreat for

" them, and others of the Six Nations who have either lost their settlements within the territory of the American States, or wish to retire from them to the British."

" I have at the earnest desire of many of them His Majesty's faithful allies purchased a tract of land from the Indians situated between the Lakes Ontario and Erie and I do hereby in His Majesty's name authorize each and every of the said Mohawk Nation and such others of the Six Nation Indians as wish to settle in that quarter, to take possession of and settle upon the banks of the river commonly called Ouse or Grand River running into Lake Erie allotting to them for that purpose six miles deep from each side of the said river, beginning at Lake Erie, and extending in that proportion to the head of the said river: which them and their posterity are to enjoy for ever. Given under my hand and seal at arms at the Castle of St. Louis, this twenty-fifth day of October, one thousand seven hundred and eighty-four and in the twenty-fifth year of the Reign of our Sovereign Lord George the Third by the grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth; (signed) 'Frederick Hamilton.' By His Excellency's, [L.S.], command (witnessed) R. Mathew."

And whereas, by the settling of the lands near to and round about the said river by His Majesty's subjects, the hunting grounds now scarcely afford the said Nations the means of support, and are likely to be more contracted by an increase of people; and whereas, the said Mohawks and others of the Six Nations being well assured of His Majesty's benevolent intentions towards them and their posterity, and having all opportunity of obtaining by way of annuity a more certain and permanent means of support by a sale of such parts of the said lands as are now as hunting grounds entirely useless. And whereas, the Sachems and Chief Warriors of the said Mohawk, Oghquaga, Seneka, Onandaga and Cayuga Tribes, being those only of the said Six Nations now residing on and claiming the said lands on the said Grand River in virtue of the aforesaid grant or instrument; in full Council assembled at Barton, Burlington Bay, on the second day of November, in the year of Our Lord one thousand seven hundred and ninety-six, for and in behalf of themselves, each and every of their several Nations and their posterity; did give and grant full power and absolute authority to me the said Captain Joseph Brant Thayendanega to relinquish and surrender to His said Majesty, His Heirs and Successors all and singular their and each of their right, title, interest, property, possession, claim and demand whatsoever, which they or either of them had, might or would have had either in law or equity; of, in, and to certain tracts, pieces or parcels of lands on the said Grand River for the express purpose of the same being regranted to such person or persons as I should for that purpose nominate and likewise to appoint such trustee or trustees in whose names the necessary securities for securing the payment of the several sums of money that may in future become due and owing for the purchase thereof. For this purpose therefore, and for carrying fully into effect the wishes and intentions of the said Nations, I the said Joseph Brant Thayendanega Sachem and Chief Warrior of the Five (formerly Six) Nations as their Attorney aforesaid duly nominated, constituted and appointed, Do by these presents for and in behalf of the said Nations and their posterity, fully, freely and absolutely surrender, relinquish and quit claim to all and singular the right, title, property, possession and interest, which the said Nations, they or either of them now have, might or could have had to such parts of the said lands as are mentioned and contained in the Schedule hereunto affixed, containing by estimation about three hundred and eighty-one thousand four hundred and eighty acres, which the said Nations now hold of His said Majesty by the authority aforesaid; and I do hereby humbly beseech His said Majesty, that the same may be granted in fee simple to the several persons in quantity as in the said Schedule mentioned.

And I do further beg leave to request that the Honorable David William Smith, Esquire, His Majesty's acting Surveyor-General of this Province, Captain William Claus His said Majesty's Deputy Superintendent of Indian Affairs and Alexander Stewart, Esquire, may meet with Your Honor's approbation as the Trustees in whose names I wish the necessary securities to be taken for securing to the said Nations,

the monies due and arising upon the sale of the said lands they having been in virtue of the authority vested in me expressly nominated and appointed. In Testimony of which said request duly made for myself and in behalf of the said Nations and their posterity, I have hereunto set my hand and affixed my seal at Newark in the Province aforesaid this fifteenth day of January in the year of Our Lord one thousand seven hundred and ninety-eight, and in the thirty-eighth year of his said Majesty's Reign.

Signed sealed and delivered }
for the purposes aforesaid }
in presence of }

JOS. BRANT THAYENDANEGEA.

[L.S.]

J. McDONELL, *Lt. Col. 2nd Batt. R. C. Vrs. Comg., in Upper Canada.*

H. McDONELL, *Captain 2nd Royal Canadians.*

W. CLAUS, *Supt. I. A.*

JAMES DAVIDSON, *Surgeon 2nd Batt. R. C. V.*

ANDREW CAMERON, *2nd M'r 2nd Batt. R. C. V.*

W. JOHNSON CHEW.

SCHEDULE TO No. 9.

No. 1.—Beginning at the south-west corner of block No. two; thence running sixteen degrees east, nine hundred and ninety-one chains seventy-two links; north, seventy-seven degrees east, nine hundred and sixty chains; thence north sixteen degrees west, nine hundred and ninety-eight chains fifty-one links to a beech tree; then south seventy-seven west, nine hundred and sixty chains to the place of beginning; sold to Philip Stedman.

No. 2.—Beginning at the north-west corner of block number one, thence running north seventy-seven degrees east, nine hundred and sixty chains to a beech tree; thence north sixteen degrees west four hundred and forty-two chains; thence north thirty-eight degrees thirty minutes west four hundred and sixty-one chains; thence north seven degrees fifteen minutes east two hundred chains; thence south sixty-four degrees thirty minutes west eleven hundred and forty-six chains to a beech tree; thence south thirty-eight degrees thirty minutes east six hundred and ninety-seven chains to a sugar maple tree; thence south sixteen degrees east one hundred and forty-four chains to the place of beginning; sold to Richard Beasely, Esquire, James Wilson and St. John Baptiste Rousseau.

No. 3.—Beginning at beech tree on the north-west corner of block number two; thence running north sixty-four degrees thirty minutes east eleven hundred and forty-six chains; thence north seven degrees fifteen minutes east fifty chains; thence north forty-five degrees east two hundred and eight chains and sixty links; thence north forty-five degrees west nine hundred and sixty chains; thence south forty-five degrees west five hundred and twenty-three chains; thence south seven degrees fifteen minutes west one thousand chains to a beech tree to the place of beginning; sold to William Wallace.

No. 4.—Beginning at the south-east corner of block number three; thence running north forty-five degrees east two hundred and ninety-seven chains; thence north forty-five degrees west nine hundred and sixty chains; thence south forty-five degrees west two hundred and ninety-seven chains; thence south forty-five degrees east nine hundred and sixty chains to the place of beginning; sold.

No. 10.

To His Honor Peter Russell President and administering the Government of His Majesty's Province of Upper Canada:

We, the Chiefs, Warriors and people of the Mohawk or Five Nations settled under His Majesty's authority upon the Ouse or Grand River in the said Province, these our several and respective bequests to His Honor the said Peter Russell as His

Majesty's representative in the said Province by and thro' our Attorney Captain Joseph Brant our brother duly constituted and appointed in and by virtue of the annexed instrument or power of attorney by us for the special purpose made, Present.

WHEREAS it pleased His said Majesty by a certain instrument under the hand and Seal at Arms of Sir Frederick Haldimand, some time His Majesty's Captain General and Governor in Chief of the Province of Quebec and territories (now the Provinces of Upper and Lower Canada) dated at Quebec the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred and eighty-four, and in the twenty-fifth year of His said Majesty's Reign, to authorize and permit us the said Mohawk Nation, and others of the Six Nations of Indians as might desire so to do to take possession of and settle on the banks of the said river, which said instrument follows in these words to wit: "Frederick Haldimand, Captain General and Governor in Chief of Quebec and Territories depending thereon &c., &c. &c., General and Commander in Chief of His Majesty's Forces in the said Province, and the Territories thereof, &c., &c., &c. Whereas His Majesty having been pleased to direct in consideration of the early attachment to his cause manifested by the Mohawk Indians and of the loss of their settlement, which they thereby sustained that a convenient tract of land under his protection should be chosen as a safe and comfortable retreat for them and others of the Six Nations, who have either lost their settlements within the Territory of the American States or wish to retire from them to the British; I have at the desire of many of these His Majesty's faithful allies purchased a tract of land from the Indians situated between the Lakes Ontario, Huron and Erie. And I do hereby in His Majesty's name authorize and permit the said Mohawk Nation; and such other of the Six Nations Indians as wish to settle in that quarter to take possession of and settle upon the Banks of the River commonly called Ouse or Grand River, running into Lake Erie allotting to them for that purpose six miles deep from each side of the river beginning at Lake Erie and extending in that proportion to the head of the said river, which them and their posterity are to enjoy for ever. Given under my hand and seal at arms at the Castle of St. Lewis at Quebec, the 25th day of October, 1784, and in the 25th year &c., &c. (Signed) "Frederick Haldimand," (countersigned) by H. E. Command, "R. Mathews."

AND WHEREAS, by the settling of the lands near to and round about the said River by His Majesty's subjects our hunting grounds now scarcely afford us the means of support and are likely to be more and more contracted by an increase of people. And whereas we the said Chiefs, warriors and people of the Mohawk of Five Nations being well assured of His Majesty's benevolent intention towards us and our posterity having now an opportunity of obtaining by way of annuity a more certain and permanent means of support by a sale of such parts of the said lands as are now, as hunting grounds entirely useless, do humbly beseech His said Majesty to permit us to dispose of the same. And for that purpose we the said Chiefs, Warriors and people of the Mohawk or Five Nations are solicitous and desirous of surrendering, relinquishing and quitting claim and by this instrument signed and sealed for himself and for us by our said Attorney do hereby for ourselves and our posterity surrender, relinquish and quit claim to our possession of such parts of the said lands as are mentioned in the schedule to this instrument annexed which we hold of His said Majesty by the authority aforesaid; and do beseech His said Majesty to grant the same in fee to the persons in the said schedule mentioned for the several and respective considerations to the said lands conveyed which we are to receive from the said persons as an equivalent for the same.

In testimony of which said bequest being made by us the said Chiefs, Warriors and people of the Mohawk or Five Nations for us and our posterity, our said attorney Captain Joseph Brant for himself as well as for us and our posterity hath

hereunto affixed his hand and seal in virtue of our power aforesaid, this fifth day of February, in the 38th year of His Majesty's reign, at York, in the Province of Upper Canada.

Signed, sealed and delivered for the purpose therein mentioned in the presence of His Majesty's Executive Council of the Province of Upper Canada.

JOS. BRANT. [L.S.]

Witness :

JOHN SMALL,
Clerk of the Council.

This is a schedule of the names of persons, the respective sums of money paid by them, and of the number of acres surrendered by us the Chiefs, Warriors and people of the Mohawk or Five Nations, as expressed in the instrument hereunto annexed, signed for us and for himself by our attorney Captain Joseph Brant. To which schedule as being made in our names and for us the said Chiefs, Warriors and people of the Mohawk or Five Nations and for our posterity, our said attorney has by our direction and in virtue of our power hereunto affixed his hand and seal.

No. 1	Prov. Currency.		
Philip Stedman.....	Sold for £8,841 0s. 0d.	On both sides the river..	Containing by estimation 94,305 acres.
No. 2.			
Richard Beasley, Esq. } James Wilson and St. } John Batiste Rousseau. }	Sold for £8,887 0s. 0d.	On both sides the river.	Containing by estimation 94,012 acres.
No. 3.			
William Wallace.....	Sold for £16,364 0s. 0d.	On both sides the river..	Containing by estimation 86,078 acres.
No. 4.....	Sold for	On both sides the river..	Containing by estimation 28,512 acres.
William Jarvis, Esq.	Sold for £5,675 0s. 0d.	On east side near mouth	Containing by estimation 30,800 acres.
Given originally to John Daisner, by him sold for the benefit of his Indian children to Benjamin Canly	£5,000.....	On the east side and adjoining Wm. Jarvis, Esq.	Containing by estimation 19,000 acres.

JOS. BRANT. [L.S.]

YORK, 5th February, 1798. }
Signed in Council. }

Witness JOHN SMALL,
Clerk of the Council.

No. 11.

UPPER CANADA.

To all to whom these presents may come, GREETING :

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

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

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

Witnesses present at the execution of this instrument:

- RICHD. POLLARD, } *Commiss'rs on behalf*
- DAVID COWAN, } *of the Province.*
- PETER DRUMMOND,
- Capt. 2nd Batt. R.C.V., Commanding,*
- WM. FRASER, *Lieut. 2nd Batt. R.C.V.,*
- WM. DEASE, *Ensn. 2nd Batt. R.C.V.,*
- GEORGE LANDMANN,
- Lieut. Royal Engineers,*
- GUILLAUME LAMOTHE, *Interpreter,*
- C. LANZLADER,
- PETER SELBY, *Asst. Secretary,*
- Indian witnesses:
- OKAW, (totem) *Chippawa Chief,*
- WABAKANGEWANA, (totem)
- Chippawa Chief of Lake Superior.*

- A. MCKEE, D. S. G. I. A.,
- on behalf of His Majesty.* [L.S.]
- MEATOOSAWKEE, (totem) [L.S.]
- KEEQUATAKAMSIGISHKAM, (totem) [L.S.]
- BOANINCE, (totem) [L.S.]
- OGOESQUE-WAIAUNE, (totem) [L.S.]
- KAUKONCE, (totem) [L.S.]
- SASANG, (totem) [L.S.]
- SHAWANAPENISSE, (totem) [L.S.]

We do certify that the following goods were delivered in our presence to the Chippewa Nation, subscribers to the within deed, being the consideration therein mentioned as sent from the General Indian Store by order of the Commander-in-Chief:—

	{	3 point,	60 pairs,	at 19s. 6d	£ 50 10 0
Blankets	{	2½ do	150 do	15s. 9d.....	118 2 6
	{	2 do	140 do	11s. 6d.....	80 10 0
	{	1½ do	180 do	9s. 4½d.....	84 7 6
	{	1 do	150 do	7s. 10½d.....	59 1 3
Brown caddees, 8 pieces containing 335 yds., at 3s. 9d.					62 16 3

Embossed serge, 260 yds., at 2s. 3d.....	29	5	0
Chief's guns, No. 15, at 60s.....	45	0	0
{ Tin, 4 nests, at 69s. per nest.....	13	16	0
Kettles { Brass, 180 lbs., at 2s. 4½d.....	21	7	6
{ Copper, 66 lbs., at 3s. 1½d.....	10	6	3
Blue Molton, 5 ps. cont'g 148 yds., at 79s. 6d. per piece.	19	17	6
Green do 3 do 90 do 79s. 6d. do ...	11	18	6
Irish linen, 14 do 350 do 3s. 0d. do ...	52	10	0
Pipes, 24 gross, at 2s. 7½d.....	3	3	0
Strouds, 20 pieces cont'g 420 yds., at 117s. per piece.	117	0	0
Gilt leather trunks, 6 nests, at 40s. 6d. per nest.....	12	3	0
Tobacco, 300 lbs., at 13½d.....	16	17	6
Cloth { Scarlet, 40 yds., at 16s. 6d.....	33	0	0
{ Green.. } 80 yds., at 15s.....	60	0	0
{ Blue... }			
Hats, plain, 25, at 6s.....	7	10	0
Rifles, 10, at 82s. 6d.....	41	5	0
Hats, laced, 30, at 12s.....	18	0	0
Flints, 4,000, at 15s. 9d.....	3	3	0
Knives, butcher's, 36 doz., at 4s. 6d.....	8	2	0
Penknives, 6 do 7s. 6d.....	2	5	0
Scissors, 15 do 3s.....	2	5	0
Fire steels, 5 do 3s.....	0	15	0
Combs (horn), 15 do 3s.....	2	5	0
do (ivory), 6 do 11s. 3d.....	3	7	6
Vermillion, 75 lbs., at 6s.....	22	10	0
Callico, 13 pieces, at 58s. 6d.....	38	0	6
Callimanco, 3 pieces, at 54s. 9d.....	8	4	3
Looking glasses, 15 doz., at 6s.....	4	10	0
Riband, 8 pieces, at 19s. 3¾d.....	7	14	6
Thread, 30 lbs., at 6s.....	9	0	0
Silk handkerchiefs, 2½ doz., at 60s.....	7	10	0
Ball, 10' boxes of 112 lbs. each, at 33s. 9d. per cwt....	16	17	6
Shot, 10 do do 33s. 9d. do	16	17	6
Gunpowder, 400 lbs., at 1s. 10½d.....	37	10	0
Rum, 50 gallons, at 7s.....	17	10	0
A bullock.....	15	6	6
Quebec currency.....	£1,200	0	0

amounting in the whole to twelve hundred pounds, Quebec currency.

RICHARD POLLARD, }
DAVID COWAN, } *Commissioners.*

PETER DRUMMOND, *Capt. Commanding,*
WM. FRASER, *Lt. 2nd Batt. R.C.V.,*
WM. DEASE, *Ensign 2nd Batt. R.C.V.,*
GEORGE LANDMANN, *Lt. Royal Eng'rs,*
GUILLAUME LAMOTHE, *Interpreter,*
C. LANZLADER,
P. SELBY, *Asst. Secy.*
OKAW, (totem) *Chippawa Chief,*
WABAKANGEWANA, (totem) *Chippawa Chief.*

Recorded in the Register for the County of Kent on the 20th of July, 1798, at ten o'clock in the forenoon. Lib. A., Fol. 17 to 19.

RICH. POLLARD,
Register.

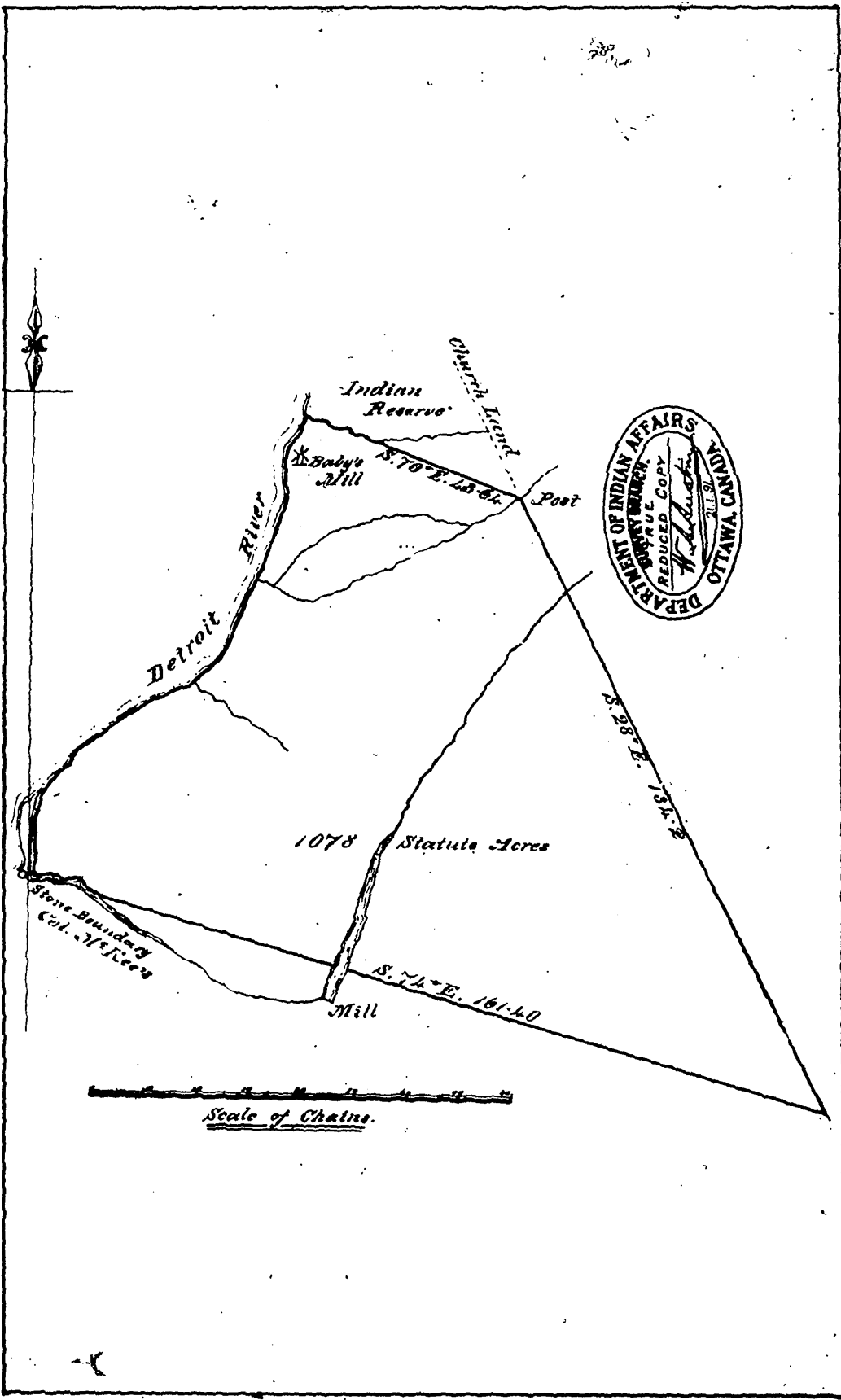
No. 12.

UPPER CANADA.

To all to whom these presents may come, Greeting.

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

AND WHEREAS it appeared to us in Council that the ground about His said Majesty's Garrison of Amherstburgh was too small and confined, and that a Road was wanted in and through the Huron Reserve to connect the Communication between the Township of Sandwich and the said Garrison. We Did on the tenth day of August in the year one thousand seven hundred and ninety-nine, offer as a gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, as follows, that is to say, an additional space of five hundred yards, extending up the stream from a painted Tree, which was the former boundary between the said Garrison and the Huron Reserve; thence East the whole Depth thereof; and from thence South until it intersects the East Line of the said former boundary; And also a space of sixty feet wide for a road of communication as aforesaid, to be laid out in such parts of the said Huron Reserve, as shall or may be thought most convenient by any person or persons acting under the authority of His Majesty's Government: And we having been informed by the said Capt. Thomas McKee that His Excellency the Commander in Chief has directed him to accept in the name of His Majesty, the said lands as a Gift from us, Now know ye, That we, the principal Chiefs of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations of Indians in consideration of our good will and affection for our Great Father, His said Majesty, King George the Third, Have given, granted and confirmed, and by these presents Do give, grant and confirm, as a free and voluntary Gift to the said Captain Thomas McKee, for and on behalf of His said Majesty, His Heirs and Successors for ever, the said space of Five Hundred yards extending up the stream from a Painted Tree, which was the former Boundary, Thence East the whole depth of said Huron Reserve, and from thence south until it intersects the East line of the said former boundary as is more particularly described by a sketch thereof also hereunto annexed marked H. R. red; And also the space of Sixty feet wide in and through the said Huron Reserve for the purpose of a Road to be laid out in such parts of the same lying between the said Garrison of Amherstburg and the Township of Sandwich, as shall or may be thought



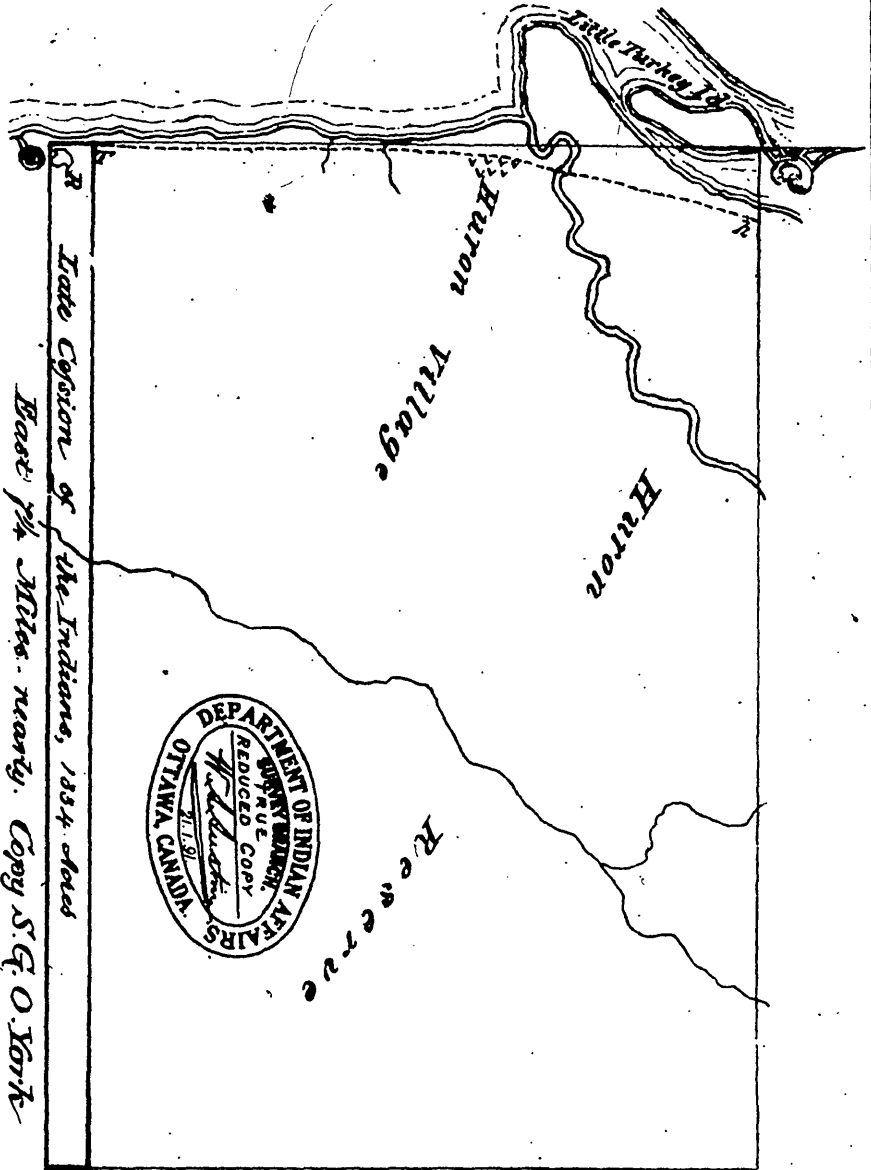
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Scale of Miles

Cession H.R. 1834
Road Act
1875

41
1375

(Signed) Churchill & Sidout
8y & June 1800



North 5 1/4 Miles - nearly

most convenient by any person or persons acting under the authority of His said Majesty's Government, the whole of the two parcels or Tracts of Land last mentioned, containing Thirteen Hundred and Eighty acres or thereabouts, be the same more or less, To Have and to Hold all the said several parcels or Tracts of Land together with all the woods and waters thereon unto the said Captain Thomas McKee for and on behalf of His said Britannic Majesty King George the Third, His Heirs and Successors for ever, free and clear of and from all claims, rights, privileges and emoluments which we the said Chiefs, Warriors and people of the Ottawa, Chippewa, Powtawatamie and Wyandot Nations might have before the execution of these presents, And free and clear of any pretended claims which our children or Descendants may hereafter make to the same, hereby renouncing and forever divesting ourselves, our children, Descendants and Posterity of all Title to the said several parcels or Tracts of Land and the soil, woods and waters thereof, in favour of the said Captain Thomas McKee for and on behalf of His said Britannic Majesty His Heirs and Successors forever.

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

Witnesses present at the Execution of this Instrument :		T. MCKEE, <i>S.I.A.</i> , for and on behalf of His Majesty	[L.S.]
F. BABY	} Commissioners for the Province of Upper Canada.	(totem) WITANIS	[L.S.]
ALEX. DUFF		(totem) GALASH	[L.S.]
H. MCLEAN, <i>Capt. R.C.V. Commanding.</i>		(totem) PSHIKIE	[L.S.]
ALEX. McMILLAN, <i>Capt. R.C.V.</i>		(totem) NAKATEWAQUIT	[L.S.]
L. R. C. DE LERY, <i>Capt. R.C.V.</i>		(totem) NANGY	[L.S.]
WM. BACHWELL, <i>Lt. R. Engineers.</i>		(totem) USTAIECHTA, OF ROUND HEAD	[L.S.]
JOHN SUTH'D SINCLAIR, <i>Lt. R. Artillery.</i>		(totem) RUHUMATT, OF ONE CANOE	[L.S.]
J. I. DUCHESNOY, <i>Lieut. R.C.V.</i>		(totem) UTREAUPOWANNIE OF GREAT BATT,	[L.S.]
ROBT WOOLSEY, <i>Ensign R.C. Vols.</i>		(totem) SAHENTESKON	[L.S.]
STEPHEN MCVAY, <i>Ensign R.C.V.</i>		(totem) DĒSHAREMOI	[L.S.]
GEO. IRONSIDE, <i>Lt. K. & Clk. I. Dept.</i>		(totem) ESHKIBIE	[L.S.]
SIMON X GIRTY'S mark.		(totem) NASHAN	[L.S.]
T. ALEXANDER CLARKE.		(totem) WAGINAI	[L.S.]
CHARLEVEAUME.		(totem) KAGĒKUMEGO OF OTTER,	[L.S.]
JOHN MARTIN.		(totem) WISHAWAS	[L.S.]
		(totem) KIEVEJIWEN	[L.S.]
		(totem) KAGESKAIVA	[L.S.]
		(totem) PISORTIM OF TURNER	[L.S.]
		(totem) TOQUISH	[L.S.]

We do hereby certify that the following goods were delivered in our presence to the respective Nations of Indians, subscribers to the within Deed, being the consideration therein mentioned.

		£.	s.	d.
Blankets...	{ 3 point, 20 pairs at 19s. 6d.....	19	10	0
	{ 2½ do 50 do 15s. 9d.....	39	7	6
	{ 2 do 50 do 11s. 6d.....	28	15	0
	{ 1½ do 40 do 9s. 4½d.....	18	15	0
	{ 1 do 25 do 7s. 10½d.....	9	16	10½
Kettles.....	{ Copper, 64 lbs. at 3s. 1½d.....	10	0	0
	{ Brass, 86 do 2s. 4½d.....	10	4	3
Pipes, gross, 10 at 2s. 7½d.....		1	6	3
Strouds, blue, 5 pieces at 117s. per piece.....		29	5	0
Tobacco, 200 lbs. at 13 ½d.....		11	5	0

		£	s.	d.	
Cloth.....	} Scarlet, 12 yds. at 16s. 6d.....	9	18	0	
		} Green, 7 do 15s.....	5	5	0
			} Blue, 7 do 15s.....	5	5
Caddee, 2 pieces, containing 108 yds. at 3s. 9d.....	20	5		0	
Silk handkerchiefs, 3 doz. at 60s.....		9	0	0	
Calico, 3 pieces at 58s. 6d.....		8	15	6	
Knives, butchers', 12 doz. at 4s. 6d.....		2	14	0	
Irish linen, 4 pieces at 3s.....		15	0	0	
Pewter basins...	} 12 of 1 pint, 8 of 1 quart, 12 of 3 quarts, 2 of 4 do } weighing 50 lbs. at 1s. 9d...	4	7	6	
		Ball, 3 boxes of 112 lbs. each at 33s. 9d.....	5	1	3
		Shot, Nos. 1, 2 & 3, 3 boxes of 112 lbs. each at 33s. 9d.	5	1	3
		Gunpowder, 100 lbs. at 1s. 10½d.....	9	7	6
Rum, 23 galls. at 7s.....		8	1	0	
A bullock.....		13	14	2	

£300 0 0½

Amounting in the whole to three hundred pounds, Quebec currency.

F. BABY, }
ALEX. DUFF, } *Commissioners for the Province of Upper Canada.*

L. R. C. de LERY, *Capt. R.C.V.*

JOHN SUTHD. SINCLAIR, *Lieut. Royal Artillery.*

ROBERT WOOLSEY, *Ensn. R.C.V.*

GEO. IRONSDIE, *Lieut. K. & Clk. I.D.*

T. ALEX. CLARK.

JOHN MARTIN.

H. McLEAN, *Capt. R.C.V., Commanding.*

ALEX. McMILLAN, *Capt R.C.V.*

WM. BACHWELL, *Lieut. Royal Engineers.*

B. DUCHESNAY, *Lieut. R.C.V.*

STEPHEN MCKAY, *Ensn. R.C.V.*

SIMON x GIRTY's mark

CHARLEVEAUME.

Recorded in the Register for the County of Essex, on the third day of January, one thousand eight hundred and one, at ten o'clock, in the forenoon. Libr. A. Folio 111, 112, 113, 114, 115.

P. SELBY,
Asst. Sec., Indian Agent.

RICHD. POLLARD,
Registrar.

No. 13

THIS INDENTURE made at the Carrying Place, head of the Bay of Quinté, the twenty-third day of September, in the year of Our Lord one thousand seven hundred and eighty seven, Between

and the Honble Sir John Johnson, Bart., for and in behalf of our Sovereign Lord the King, witnesseth that the said above mentioned

Principal Chiefs and War Chiefs as aforesaid, for and in consideration of the sum of

to them in hand well and truly paid by the Honble Sir John Johnson aforesaid, at or upon the sealing and delivery of these presents the receipt whereof they the said

doth hereby acknowledge, and thereof and therefrom and from every part or parcel thereof doth acquit, release, exonerate and for ever discharge Our Sovereign Lord the King His heirs and successors and every of them, by these presents hath granted, bargained, alienated, released and confirmed and by these presents doth grant, bargain, sell, alienate, release and confirm unto Our Sovereign Lord the King and to His heirs and successors all that tract or parcel of land laying and being

together with the woods, ways, paths, waters, watercourses, advantages, emoluments and hereditaments whatsoever to the said tract or parcel of land situated as above mentioned belonging or in any wise appertaining or which to and with the same now are or at any times heretofore have been held, used occupied, accepted, reputed taken or known as part, parcel or member thereof or any part thereof, and the issues and profits of all and singular the said premises and every part and parcel thereof, with the appurtenances and also all the estate, right, title, interest, property, claim and demand whatsoever of them the said

in and to all and singular the said premises above mentioned and of, in and every part and parcel thereof with the appurtenances, to have and to hold all and singular the said tract or parcel of land, hereditaments and premises above, in and by these presents released and confirmed and every part and parcel thereof with the appurtenances unto Our Sovereign Lord the King His heirs and successors for ever, and to and for no other use intent or purpose whatsoever, and the said

for themselves their heirs and successors doth covenant, grant, promise and agree to and with Our Sovereign Lord the King, His heirs and successors that they the said

now are the true, lawful and rightful owners of all and singular the said tract or parcel of land, hereditaments and premises above mentioned and of every part or parcel thereof with the appurtenances and also that the said

at the time of sealing and delivery of these presents are lawfully and rightfully seized in their own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in all and singular the said premises above mentioned with the appurtenances, without any manner of condition, limitation of use or uses or matter, cause or thing whatsoever to alter, change, charge or determine the same. And also that His Majesty, His heirs and successors shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said tract or parcel of land, hereditaments and premises aforesaid with the appurtenances and every part or parcel thereof without trouble, hindrance or molestation, interruption or disturbance of them the said

their heirs or successors or any other person or persons lawfully claiming or to claim by, from or under them or any of them, and that freed, discharged and kept harmless and indemnified of, from, and against all former and other gifts or grants whatsoever.

IN WITNESS Whereof we have hereunto set our hands and seals the day and date above mentioned.

Witness present:

JOHN COLLINS,
LOUIS PROTLE,
NATHNL LINES, *Interpr.*,

}	WABUKANYNE, (totem)	[L.S.]
	NEACE, (totem)	[L.S.]
	PAKQUAN, (totem)	[L.S.]

A true copy.

P. SELBY, *Asst.-Sec'y., I. A.*

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

Whereas, on the twenty-third day of September, in the year of Our Lord one thousand seven hundred and eighty-seven, at the Carrying Place at the head of the Bay of Quinté it was agreed between the Honorable Sir John Johnson, Baronet, on the part of Our said Lord the King, and Wabukanyne, Neace, and Pakquan, Principal Chiefs and War Chiefs of the said Mississague Nation, two of which said Chiefs, that is to say Wabukanyne and Neace are now dead, that they the last mentioned Principal Chiefs would for divers good and valuable considerations received by them for and on account of their said Nation from Our said Lord the King duly convey all their right and title to a certain tract or parcel of land hereinafter described to Our said Lord the King, His heirs and successors forever.

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

NOW THIS INDENTURE WITNESSETH, that for carrying into execution the said agreement made on the said twenty-third day of September, one thousand seven hundred and eighty-seven, and in consideration thereof and for the more effectually securing and conveying to Our said Lord the King the said tract or parcel of land so agreed to be conveyed to him as aforesaid, and for the consideration of ten shillings of good and lawful money in hand paid to them by the said William Claus, Esquire, for and on account of Our said Lord the King, the receipt whereof by the said Principal Chiefs, Warriors and people of the Mississague Nation as aforesaid is hereby acknowledged, have granted, bargained, aliened, released and confirmed and by these presents do grant, bargain, alien, release and confirm unto Our Sovereign Lord the King, His heirs and successors, all that tract or parcel of land commencing on the east bank of the south outlet of the River Etobicoke; thence up the same, following the several windings and turnings of the said river to a maple tree blazed on four sides at the distance of three miles and three-quarters, in a straight line from the mouth of the said river; thence north twenty-two degrees west twenty-four miles and one-quarter; then north sixty-eight degrees east fourteen miles; then south twenty-two degrees east twenty-eight miles, more or less, to Lake Ontario; then westerly along the water's edge of Lake Ontario to the eastern bank of the south outlet of the River Etobicoke, being the place of beginning, containing Two hundred and fifty thousand, eight hundred and eighty acres, together with all the woods and waters thereon, lying and being and all the advantages, emoluments and hereditaments whatsoever to the said tract or parcel of land belonging or in anywise appertaining and the issues and profits of all and singular the said premises and every part and parcel thereof with the

appurtenances. And also all the estate, right, title, interest, property, claim and demand whatsoever of them the said Principal Chiefs, Warriors and people of the Mississague Nation for themselves and for and in the name of their whole Nation in and to all and singular the said premises and every part and parcel thereof with the appurtenances, save and except the fishery in the said River Etobicoke, which they the said Chiefs, Warriors and people expressly reserve for the sole use of themselves and the Mississague Nation. To have and to hold all and singular the said tract or parcel of land, hereditaments and premises in and by these presents released and confirmed unto Our Sovereign Lord the King, His heirs and successors forever, and to and for no other use, intent or purpose whatsoever. And also that His Majesty, His heirs and successors as aforesaid shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said tract or parcel of land with the appurtenances and every part and parcel thereof without trouble, hindrance, molestation, interruption or disturbance of them the said Principal Chiefs, Warriors and people of the Mississague Nation or any of them, their heirs or successors or any other person or persons lawfully claiming or to claim by, from or under them or any of them.

IN WITNESS WHEREOF, we have hereunto affixed our marks and seals the day and year above written, having first heard this Instrument openly read and rehearsed in our own language and fully approved by ourselves and our Nation.

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

J. W. WILLIAMS, *Capt. 49th Regt.*,
 JNO. BEACKENBURY, *Ens. 49th Regt.*,
 P. SELBY, *Asst. Secy. I. A.*
 J. B. ROUSSEAUX.

WM. CLAUS,
Depty. Supt. Genl., on behalf of the Crown.

CHECHALK, (totem)
 QUENEPENON, (totem)
 WABUKANYNE, (totem)
 OKEMAPENESSE, (totem)
 WABENOSE, (totem)
 KEBONECENCE, (totem)
 OSENEGO, (totem)
 ACHETON, (totem)

L.S.
 L.S.
 L.S.
 L.S.
 L.S.
 L.S.
 L.S.
 L.S.

No. 13a.

PRESIDENT'S OFFICE,
 YORK, 18th June, 1806.

SIR,—Herewith you will please to receive the original provisional agreement for the lands to be purchased from the Mississague Indians at the head of Lake Ontario, as done and executed at the River Credit on the 2nd day of August, 1805. It is transmitted by His Honor the President's directions, for the purpose of being filed in the Executive Council office, and which you will please acknowledge receiving.

I have the honor to be, Sir,
 Your most obedient humble servant,
 WM. STANTON,
Chief Clerk in the President's Office.

Read in Council, 18th June, 1806, and ordered to be filed in the Office.
 JOHN SMALL, Esquire,
 &c., &c., &c.
 PETER RUSSELL,
Presiding Councillor.

We, the Principal Chiefs of the Mississague Nation, for ourselves and on behalf of our Nation, do hereby consent and agree with William Claus, Esquire, Deputy Superintendent General and Deputy Inspector General of Indian Affairs, on behalf of His Majesty King George the Third, that for the consideration of one thousand pounds Province currency, in goods at the Montreal price, to be delivered to us,

we will execute a regular deed for the conveyance of the lands hereon marked pink : Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year 1787 ; then north twenty-two degrees west six miles ; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees, produced from the outlet at Burlington Bay ; then along the said produced line one mile, more or less, to the lands granted to Captain Brant ; then north forty-five degrees east one mile and a half ; then south forty-five degrees east three miles and a half, more or less, to Lake Ontario ; then north-easterly along the water's edge of Lake Ontario to the eastern bank of the River Etobicoke, being the place of beginning, containing seventy thousand seven hundred and eighty-four acres, whenever the goods of the aforesaid value shall be delivered to us. Reserving to ourselves and the Mississague Nation the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the Etobicoke River, together with the flats or low grounds on said creeks and river, which we have heretofore cultivated and where we have our camps. And also the sole right of the fishery in the River Credit with one mile on each side of said river.

This agreement done, signed and executed by us at the River Credit, this second day of August, one thousand eight hundred and five.

Witnesses present :

J. W. WILLIAMS, *Capt. 49th Regt.,*
JNO. BRACKENBURY, *Ens. 49th Regt.,*
P. SELBY, *Assistant Secretary, I. A.*
J. B. ROUSSEAU.

W. CLAU,
*Deputy Superintendent General, on
behalf of the Crown.* [L.S.]
CHECHALK, (totem) [L.S.]
QUENIPPENON, (totem) [L.S.]
WABUKANYNE, (totem) [L.S.]
OKEMAPENESSE, (totem) [L.S.]

No. 14.

LIEUTENANT GOVERNOR'S OFFICE,
YORK, 12th September, 1806.

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

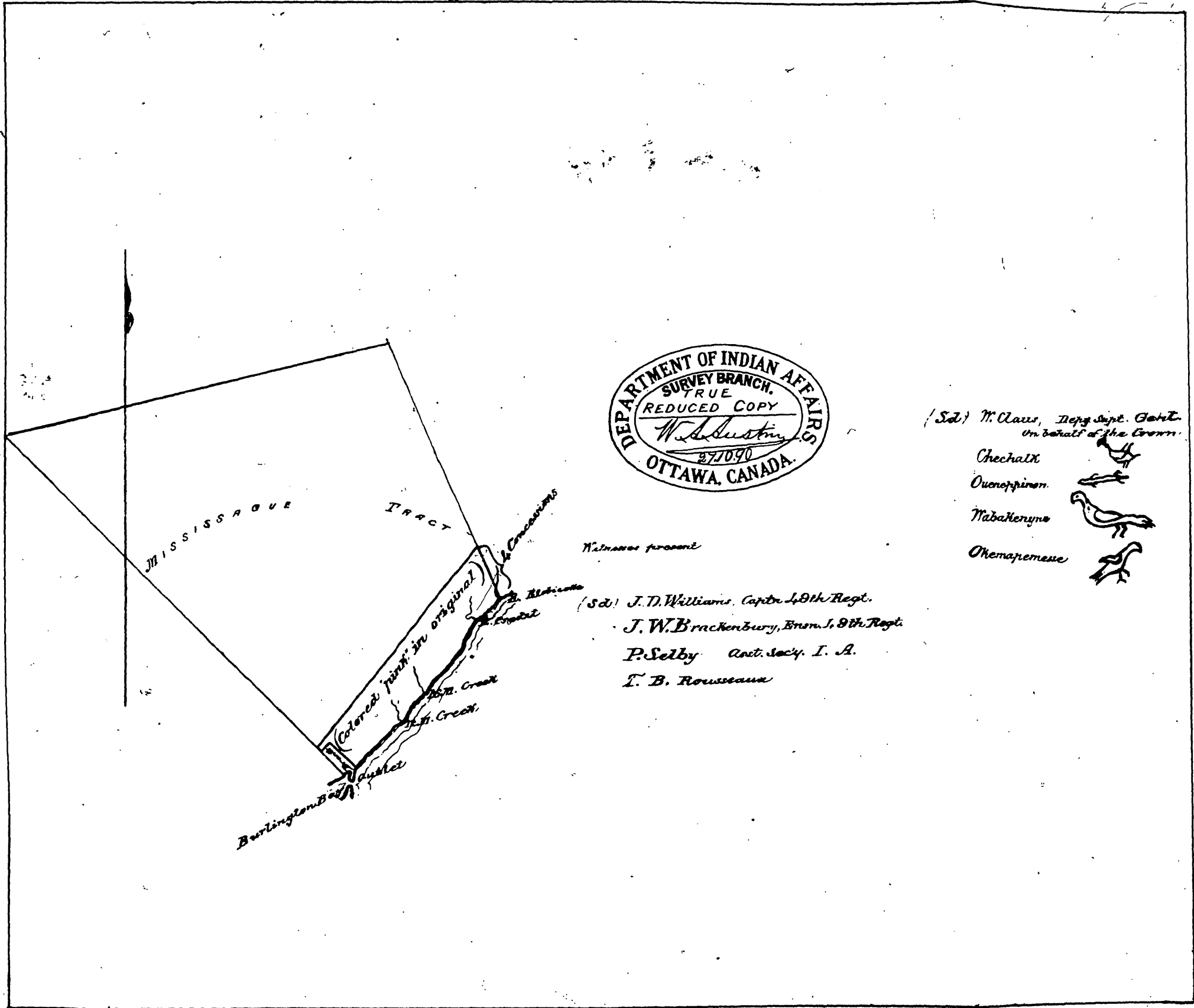
I have the honor to be, Sir,

Your most obedient servant,





JOHN SMALL, Esq.,
&c., &c., &c.

Wm. HATTON, *Secretary.*

THIS INDENTURE, made the fifth day of September, in the Year of Our Lord one thousand eight hundred and six, between Chechalk, Queneponon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenege, Acheton, Patequan and Wabakagego, Principal Chiefs, Warriors and people of the Mississague Nation of Indians of the one part and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, of the other part. Witnesseth : that the said Chechalk, Queneponon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenege, Acheton, Patequan and Wabakagego in consideration of five shillings apiece of lawful money of Great Britain to them in hand paid by His said Majesty at or before the ensembling and delivery of those presents (the receipt whereof is hereby acknowledged) and for other good causes and considerations them the said Chechalk, Queneponon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenege, Acheton, Patequan and Wabakagego, hereunto specially moving, have bargained, and sold, and by these presents do, and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate in the Home District of the Province of Upper



(Sd) W. Claus, Depy Supt. Genl.
on behalf of the Crown.

- Chechalk 
- Ouenoppinon 
- Mabakenyng 
- Okemayemess 

Malmesbury present

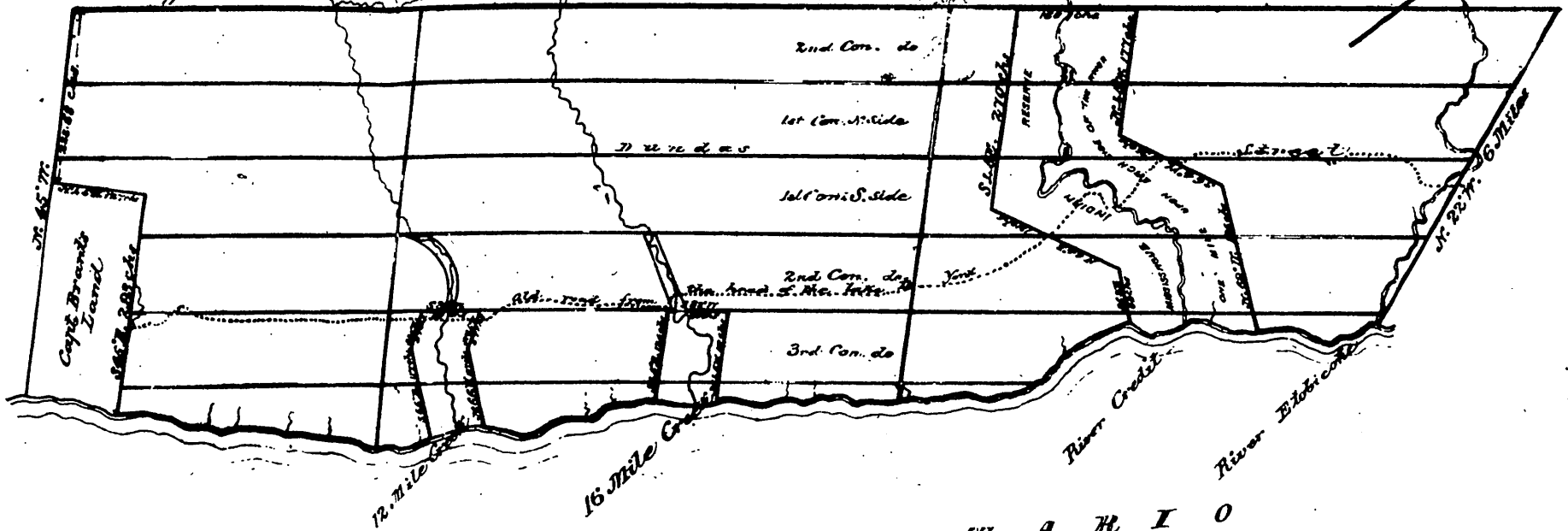
(Sd) J. D. Williams, Captn 49th Regt.
 J. W. Brackenbury, Ensm 1, 9th Regt.
 P. Selby Act. Secy. I. A.
 E. B. Rousseau

PLAN
OF THE
Tract of Land

to be purchased from the Mississague Indians

see C. B. Wyatt
Sur. Gen. L.

Those parts colored in yellow shew the Indian Reserve
S. 38th. 26 Miles more or less



Note. Parts enclosed with heavy lines shew 1. A. colored yellow in original.

L A K E

(ss) W. Mass. Doff
on behalf of the Crown

Oseriego 

Acheton 

Pataquan 

Wabakarogo 

D. Cameron

Commissioners on
behalf of the Province

Donald Mackean

Geo. R. Ferguson Capt.

Canada Regiment

Wm. Gowther
Lieut. 2nd Regt

James Davidson Capt. 2nd Regt

P. Selby Adj. Gen. 1st Regt

Checkalk 

Queneppinon 

Wabakarogon 

Okemaperase 

Wabekose 

Hebonence 



Canada, containing by admeasurement eighty-five thousand acres, be the same more or less, together with all the woods and waters thereon lying and being, which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say:

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

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

IN WITNESS WHEREOF, the parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:

D. CAMERON, } *Com's. on behalf*
 DONALD MACLEAN, } *of the Prov.*
 GEO. R. FERGUSON, *Capt. Canadian*
Regt.,
 WM. L. CROWTHER, *Lieut. 41st Regt.,*
 JAMES DAVIDSON, *Hospital Staff,*
 H. M. SMITH.
 P. SELBY, *Asst. Secy. I.A.,*
 J. B. ROUSSEAU,
 DAVID PRICE, *Interpreter.*

WM. CLAUS, *D.S.G.,*

On behalf of the Crown.

CHECHALK, (totem)	[L.S.]
QUENEPANON, (totem)	[L.S.]
WABUKANYNE, (totem)	[L.S.]
OKEMAPENESSE, (totem)	[L.S.]
WABENOSE, (totem)	[L.S.]
KEBONCENCE, (totem)	[L.S.]
OSENEGO, (totem)	[L.S.]
ACHETON, (totem)	[L.S.]
PATAQUAN, (totem)	[L.S.]
WABAKAGEGO, (totem)	[L.S.]

THIS INDENTURE, made the sixth day of September, in the year of Our Lord one thousand eight hundred and six, between Chechalk, Quenepanon, Wabukanyne, Okemapenesse, Wabenose, Keboncence, Osenego, Acheton, Patequan and Wabakegego, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, witnesseth: that for and in consideration of the sum of one thousand pounds of lawful money of Upper Canada to the said Chechalk, Quenepanon, Wabukanyne,

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

They the said Chechalk, Quenepon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His said Majesty (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said Chechalk, Quenepon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, in consideration of five shillings apiece, by Indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession) and to his Heirs and successors—all that parcel or tract of land situate in the Home District of the Province of Upper Canada, containing by admeasurement eighty-five thousand acres, be the same more or less, together with all the woods and waters thereon lying and being under the reservations hereinafter expressed; which said eighty-five thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing at the eastern bank of the mouth of the River Etobicoke, being on the limit of the western boundary line of the Toronto purchase in the year of Our Lord one thousand seven hundred and eighty-seven; then north twenty-two degrees west six miles; then south thirty-eight degrees west twenty-six miles, more or less, until it intersects a line on a course north forty-five degrees west produced from the outlet at Burlington Bay, being the north-eastern boundary line of the Township of Flamborough East, and of the purchase in the year of Our Lord one thousand seven hundred and ninety-two; then along the said line south forty-five degrees east two hundred and thirty-three chains and fifty eight links more, or less, to the lands granted to Captain Joseph Brant; then north forty-five degrees east one hundred and twenty-seven chains to the northerly angle of said lands; then south forty-five degrees east two hundred and ninety-three chains more or less to Lake Ontario; then north-easterly along the water's edge of said lake to the eastern bank of the River Etobicoke, the place of beginning. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and also all the estate, right, title, inheritance, use, trust, possession, property, claim and demand whatsoever of them the said Chechalk, Quenepon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego, and every of them in, to, or out of the same premises and every or any part thereof—except and always reserved out of this present grant unto the said Chechalk, Quenepon, Wabukanyne, Okemapenesse, Wabenose, Kebonecence, Osenego, Acheton, Patequan and Wabakegego and the people of the Missisagua Nation of indians, and their posterity for ever—the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the River Credit and the River Etobicoke, together with the lands on each side of the said creeks and the River Credit as delineated and laid down on the annexed plan, the said right of fishery and reserves extending from the Lake Ontario up the said creeks and River Credit the distance hereinafter mentioned and described and no further.

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

The reserve on the River Credit commencing on Lake Ontario at a white oak squared post, piled with stones, and standing at the distance of one mile north-easterly from the centre of the said river at the first bend thereof; then north sixty-nine degrees west one hundred and ninety-six chains; then south sixty-four degrees west one hundred and fifty-five chains; then north forty-five degrees west one

hundred and seventy-seven chains, more or less, to the rear boundary of the purchase line; then along said purchase line, and crossing the said river south thirty-eight degrees west two miles, or one hundred and sixty chains, to the western boundary line of said Reserve; then south forty-five degrees east two hundred and seventy chains; then north sixty-four degrees east one hundred and ninety-one chains; then south sixty-nine degrees east sixty-three chains, more or less, to Lake Ontario at another white oak squared post standing on the bank of said lake at the distance of two miles south-westerly from the place of beginning; then along the water's edge of Lake Ontario north easterly to the place of beginning. The reservation on the Sixteen Mile Creek, commencing on the shore of Lake Ontario at an oak post squared and marked "M.L.R. N. 45° W."—at the distance of forty chains north easterly from the centre of said creek; then north forty-five degrees west one hundred and eighteen chains, more or less, to the allowance for road between the second and third concession south of Dundas street; then south thirty-eight degrees west and crossing the said creek one mile to the western boundary line of said reservation: then south forty-five degrees east one hundred and twenty-four chains more or less to Lake Ontario, at a large black ash tree (two trunks issuing from one root) marked "M. I. R., N. 45° W.," then north-easterly along the water's edge to the place of beginning. And also all the waters and low grounds lying between the high banks on both sides of said creek extending from the southern boundary of the allowance for road between the aforesaid second and third concessions to the southern boundary of the allowance for road between the first and second concessions south of Dundas street—and no further. And the reservation on the Twelve Mile Creek—commencing on the shore of Lake Ontario at a post squared and marked "M.L.R., N. 66° W.," at the distance of forty chains north-easterly from the centre of said creek; then north sixty-six degrees west one hundred and seven chains; then north thirty-six degrees west fifty-seven chains more or less to the southern boundary of the allowance for road between the second and third concessions south of Dundas street; then south thirty-eight degrees west one mile, crossing said creek to the western boundary line of said reservation; then south thirty-six degrees east fifty-seven chains; then south sixty-six degrees east one hundred and seventeen chains, more or less to Lake Ontario; then north-easterly along the water's edge to the place of beginning. And also the waters and low grounds lying between the high banks on each side of the said creek, extending from the southern boundary of the allowance for road between the second and third concessions before mentioned to the southern boundary of the allowance for road between the first and second concessions south of Dundas street, and no further: To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

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

D. CAMERON,

DONALD MACLEAN,

H. M. SMITH,

GEO. R. FERGUSON,

Capt. Canadian Regiment,

PETER SELBY, *Asst. Secy. I. A.,*

J. B. ROUSSEAU,

WM. M. CROWTHER, *Lieut. 41st Regt.,*

JAMES DAVIDSON, *Hospital Staff,*

DAVID PRICE, *Interpreter.*

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

W. CLAUS, *D.S.G.,*

on behalf of the Crown.

[L.S.]

CHECHALK, (totem)

[L.S.]

QUENEPENON, (totem)

[L.S.]

WABUKANYNE, (totem)

[L.S.]

OKEMAPENESSE, (totem)

[L.S.]

WABANOSE, (totem)

[L.S.]

KEBONECENCE, (totem)

[L.S.]

OSENEGO, (totem),

[L.S.]

ACHETON, (totem)

[L.S.]

PATEQUAN, (totem)

[L.S.]

WABAKAGEGO, (totem)

[L.S.]

A.

We do hereby certify that the following goods were delivered in our presence to the Mississagua Nation, subscribers to the within deed, being the consideration therein mentioned, viz. :—

Articles.	Quantity.	Amount in Province Currency.
		£ s. d.
Ball and shot.	Nineteen hundred weight : 14 cwt. at 54/6 ; 5 cwt. at 56/.....	52 3 0
Blankets of 1 point.....	Thirty-one pairs, at 10/6 per pair.....	16 5 6
do 1½ do.....	Thirty-six pairs, at 11/10 do.....	21 6 0
do 2 do.....	Thirty-nine pairs, at 14/ do.....	27 6 0
do 2½ do.....	Seventy pairs, at 20/3 do.....	70 17 6
do 3 do.....	Fifty-two pairs, at 29/11 do.....	77 15 8
Calico.....	Seventeen pieces, 306 yards, at 5s/ per piece.....	45 1 0
Caddee.....	Three hundred and fifteen yards, at 3/10 per yard.....	60 7 6
Cloth, broad.....	Forty-nine yards : 24 yards at 14/ ; 25 yards at 17/6 per yard.....	38 13 6
Flints.....	One thousand.....	0 19 7
Guns, common.....	Fifty-two, at 28/ each.....	72 16 0
do chiefs'.....	Eighteen, at 56/ each.....	50 8 0
do rifled.....	Sixteen, at 77/ each.....	61 12 0
Gunpowder.....	Three hundred and seventy-five pounds, at 203/ per barrel.....	38 1 3
Hats, plain.....	Sixty-three, at 4/9 each.....	14 19 3
do laced.....	Fifteen, at 10/3 each.....	8 8 9
Hooks, fishing.....	Seven gross, at 5/8 per gross.....	1 19 8
Handkerchiefs, silk.....	Four dozen, at 50/ per dozen.....	10 0 0
Hoes.....	Two hundred, at 2/6 each.....	25 0 0
Harrow pins.....	Thirteen, 65½ pounds, at 8½d. per lb.....	2 6 2½
Kettles, brass.....	Two hundred eighty and three-quarter pounds at 3/6.....	49 2 7½
Knives, butchers'.....	One and a-half gross, at 50/ per gross.....	3 15 0
Linen.....	Two hundred and fifty-four yards, at 2/10 per yard.....	35 19 8
Looking glasses.....	Seven dozen, at 5/7 per dozen.....	1 19 1
Molton.....	Nine pieces, two hundred and seventy yards, at 81/ per piece.....	36 9 0
Ploughshare, Coulter, hook and swivel.....	One, 37½ pounds, at 7½d. per lb.....	1 3 3½
Ribbon.....	Fifty-two pieces, 18 yards each : 22 ps. at 8/10 ; 30 at 9/10 p. piece.....	24 9 4
Serge, embossed.....	Two hundred and ninety-seven yards, at 2/5 per yard.....	35 17 9
Strouds.....	Fifteen pieces, 331½ yards, at 109/ per piece.....	81 15 0
Steels, fire.....	Five gross, at 5/7 per gross.....	1 7 11
Scissors.....	Seven and a-half dozen, at 8/4 per dozen.....	3 2 6
Tobacco, carrot.....	Four hundred and eighty-six pounds, at 11d. per pound.....	25 5 6
Thread.....	Five pounds, at 5/7 per pound.....	1 7 11
Vermillion.....	Twenty-two pounds, at 4/11 per pound.....	5 8 2
	Amounting in the whole to one thousand pounds, nine shillings and one penny three farthings, Province currency.....	£1,000 9 12

RIVER CREDIT, September, 1806.

D. CAMERON,
DONALD MACLEAN, } Commissioners on behalf of the Province,
GEO. R. FERGOUSON, Capt. Canadian Regiment,
WM. L. CROWTHER, Lieut. 41st Regiment,
JAMES DAVIDSON, Hospital Staff.

No. 15.

FRANCIS GORE,
Lieutenant-Governor.

PROVINCE OF UPPER CANADA.

GEORGE THE THIRD, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these Presents shall come,—GREETING :

Know Ye, that We, of Our special grace, certain knowledge and mere motion, have given and granted and by these presents do give and grant unto Catherine

Claus, of the Town of Niagara, in the County of Lincoln, in the District of Niagara, wife of Colonel William Claus, Deputy Superintendent General of Indian Affairs, her heirs and assigns forever: All that parcel or tract of land situate in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the Eastern District, in our said Province, containing by admeasurement one thousand two hundred acres, be the same more or less, being Lots Number Thirteen, Fourteen, Fifteen, Sixteen, Eighteen and Twenty in the Third Concession of the said Township of Hawkesbury (Eastern Division), together with all the woods and waters thereon lying and being under the reservations, limitations and conditions hereinafter expressed; which said one thousand two hundred acres of land are butted and bounded, or may be otherwise known as follows; that is to say:—

Commencing in front of the said concession at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains, twenty-seven links, more or less, to the allowance for road in the rear of the said concession; then north sixty-five degrees west nineteen chains more or less, to the western limit in each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot.

To have and to hold the said parcel or tract of land hereby given and granted to her the said Catherine Claus, her heirs and assigns forever; saving nevertheless to Us, Our heirs and successors, all mines of gold, silver, copper, tin, lead, iron and coal that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saving and reserving to Us, Our heirs and successors, all white pine trees, that shall, or may now, or hereafter grow, or be growing, on any part of the said parcel or tract of land hereby granted as aforesaid.

Provided always, that no part of the parcel or tract of land hereby given and granted to the said Catherine Claus and her heirs be within any reservation heretofore made, and marked for us, our heirs and successors by Our Surveyor General of Woods, or his lawful deputy, in which case this our grant for such part of the land hereby given and granted to the said Catherine Claus, and her heirs forever as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding.

Provided also, that the said Catherine Claus, her heirs or assigns, shall and do within three years erect and build, or cause to be erected and built in and upon some part of the said parcel or tract of land a good and sufficient dwelling-house (she the said Catherine Claus or her assigns not having built, or not being in her or their own right lawfully possessed of an house in our said Province) and be therein, or cause some person to be therein resident for and during the space of one year, thence next ensuing the building of the same.

Provided also, that if at any time, or times hereafter, the land so hereby given and granted to the said Catherine Claus and her heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment, or exchange, or by gift, inheritance, descent, devise, or marriage, such person or persons shall within twelve months next after his, her, or their entry into, and possession of the same, take the oaths prescribed by law, before some one of the magistrates of our said Province, and a certificate of such oaths having been so taken shall cause to be recorded in the Secretary's office of the said Province.

In default of all, or any of which conditions, limitations, and restrictions, this said grant, and everything herein contained, shall be and we hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to, and become vested in us, our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary in anywise notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of His Majesty's reign, intituled "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, intituled 'An Act for making more effectual provision for the Government of the Province of Quebec in North America, and to make further provision for the Government of the said Province,'" it is declared "That no grant of lands hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province," in respect of the lands to be thereby granted. Now know ye, that we have caused an allotment or appropriation of one hundred and seventy-one acres and three-sevenths to be made in lot number ten in the seventh concession of the said Township of Hawkesbury (Western Division.)

Given under the great seal of our Province of Upper Canada. Witness, Our trusty and well-beloved Francis Gore, Esquire, our Lieutenant Governor of our said Province, this fourteenth day of November, in the year of Our Lord one thousand eight hundred and nine and fiftieth of our reign. F. G.

By command of His Excellency in Council.

WM. JARVIS, *Secretary.*

WILLIAM FIRTH, *Attorney General.*

Entered with the Auditor, 20th November, 1809.

P. SELBY,
Auditor General.

No. 16.

THIS INDENTURE made the seventeenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoinini, Aisance and Misquuckkey, the Principal Chiefs of the Chippawaw Nation of Indians, on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that the said Kinaybicoinini, Aisance and Misquuckkey, in consideration of five shillings apiece of lawful money of Upper Canada to them in hand paid by His Majesty at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations them the said Kinaybicoinini, Aisance and Misquuckkey herunto specially moving have bargained and sold and by these presents do and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty thousand acres of land, be the same more or less, which said two hundred and fifty thousand acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing on the north shore of Kempenfelt Bay on Lake Simcoe where a stone boundary is to be fixed at the distance of twenty chains on a course north eighty-one degrees west or thereabouts, from the base of a point called Sand Point projecting itself about five chains and a half into the said bay; then from the said stone boundary north forty degrees west thirty-six miles and a quarter, more or less, to Lake Huron; then along the shore of the said lake and following the several turnings and windings of the same around sandy points of land and bays to the bottom of a bay called Nottawaysague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a half, more or less, to a small bay called Opetequoyawsing, and being the south-easterly angle of the said Penetangushine purchase; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay; from thence

following the shore of said bay and also the shore of Matchedas Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake, being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty five; thence south along the western limits of the said purchase eleven miles, more or less, till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinafter mentioned; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake distant about three miles westerly; and then south-westerly along the north-western shore of Lake Simcoe and Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, containing about two hundred and fifty thousand acres of land, be the same more or less. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and of every part and parcel thereof, to have and to hold the said parcel or tract of land and all and singular other the premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof, with their and every of their appurtenances unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended, yielding and paying therefor unto the said Kinaybicoinini, Aisance and Misquuckkey the yearly rent of one Pepper Corn at the expiration of the said term if the same shall be lawfully demanded. To the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession His said Majesty may be in the actual possession of the premises and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and of every part and parcel thereof to Him His said Majesty, His heirs and successors, the uses to be declared by another indenture intended to bear date the next day after the day of the date hereof.

IN WITNESS WHEREOF the said parties first above named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of us:

ELISHA BEMAN, } *Commissioners on behalf of the Province.*
 HENRY PROCTER, }
 W. M. COCHRANE, *Capt. Com. Lt. Inftry.*
 ALEX. FERGUSON, *Lieut. Ind. Dept.*
 WILLIAM GRUET, *Interpreter.*

J. GIVINS, *S.I.A.,*
on behalf of the Crown. [L.S.]
 KINAYBICOININI, (totem) [L.S.]
 AISAINCE, (totem) [L.S.]
 MISQUUCKKEY, (totem) [L.S.]

No. 16.

THIS INDENTURE, made the eighteenth day of November, in the year of Our Lord one thousand eight hundred and fifteen, between Kinaybicoinini, Aisance and Misquuckkey, the Principal Chiefs of the Chippawa Nation of Indians on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of four thousand pounds lawful money of Upper Canada to the said Kinaybicoinini, Aisance and Misquuckkey, in hand well and truly paid by His said Majesty at or before the sealing and delivery of these presents, the receipt whereof they, the said Kinaybicoinini, Aisance and Misquuckkey do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents, they the said Kinaybicoinini, Aisance and Misquuckkey have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His

said Majesty (in His actual possession now being by virtue of a bargain and sale to him thereof made by the said Kinaybicoinini, Aisaince and Misquackkey in consideration of five shillings apiece, by Indenture bearing date the day next before the day of date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession), and to His heirs and successors, all that parcel or tract of land situate and lying between Kempenfelt Bay upon Lake Simcoe and the Lake Huron, in the Home District of the Province of Upper Canada, and containing by estimation two hundred and fifty-thousand acres of land, be the same or less, which said two hundred and fifty thousand acres of land are butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the north shore of Kempenfelt Bay on Lake Simcoe, where a stone boundary is to be fixed, at the distance of twenty chains on a course north eighty-one degrees west or thereabouts from the base of a point called Sand Point projecting itself about five chains and a-half into the said bay; then from the said stone boundary north forty degrees west thirty-six miles and a-quarter, more or less, to Lake Huron; then along the shore of the said lake and following the several turnings and windings of the same around sundry points of land and bays to the bottom of a bay called Nottaway-sague Bay, being the north-western angle of the Penetangushine purchase in the year one thousand seven hundred and ninety-eight; thence along the south-western boundary of the said purchase on a course south seventy degrees east seven miles and a-half, more or less, to a small bay called O-pe-te-quoy-aw-sing, and being the south-easterly angle of the said Penetangushine purchase; thence northerly through a small strait and along the eastern shore thereof to Gloucester or Sturgeon Bay; from thence following the shore of said bay and also the shore of Matchedas Bay easterly, southerly and northerly according to the several windings thereof until it intersects a line at or near the mouth of a small lake, being the western boundary of a purchase said to have been made in the year one thousand seven hundred and eighty five; thence south along the western limits of the said purchase eleven miles more or less till it intersects a line produced north seventy-eight degrees west from the waters of Lake Simcoe near the carrying place hereinafter mentioned; then south seventy-eight degrees east along the southern boundary line of the said last mentioned purchase to the waters of Lake Simcoe near to a carrying place leading to a small lake, distant about three miles westerly, and then south-westerly along the north-western shore of Lake Simcoe and of Kempenfelt Bay, following the several windings and turnings of the same to the place of beginning, containing about two hundred and fifty thousand acres of land, be the same more or less. To have and to hold the said parcel or tract of land and all and singular other the premises mentioned to be hereby granted and released as aforesaid with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the uses of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us,
 ELISHA BEMAN, } *Commissioners on behalf*
 HENRY PROCTER, } *of the Province,*
 WM. COCHRANE, *Capt. Comq. Lt. Infy.,*
 ALEX. FERGUSON, *Lieut. Ind. Department,*
 WILLIAM GBUET, *Interpreter.*

J. GIVINS, *S.I.A., on behalf of the*
Crown. [L.S.]
 KINAYBICOININI, (totem) [L.S.]
 AISAINCE, (totem) [L.S.]
 MISQUACKKEY, (totem) [L.S.]

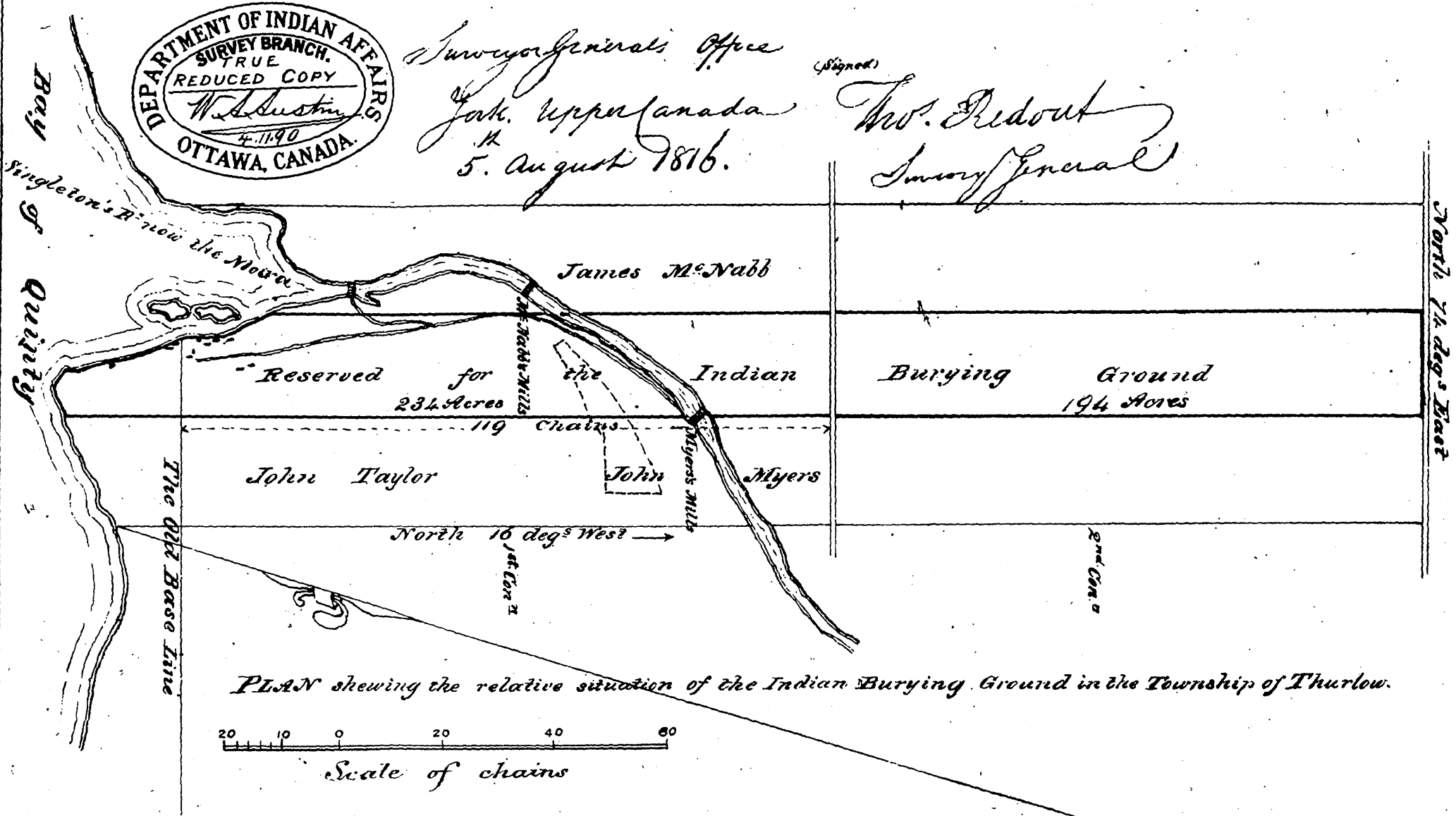
We do hereby acknowledge to have received from His Majesty King George the Third the full sum of four thousand pounds of lawful money of Upper Canada, being the whole consideration money in the within deed mentioned to be paid to us on behalf of ourselves and our Nation for the tract of land by the said deed granted and released.



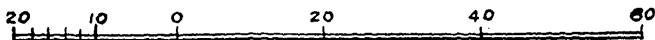
Surveyor General's Office
 York, Upper Canada
 5. August 1816.

(Signed)

W. Redout
 Survey General



PLAN shewing the relative situation of the Indian Burying Ground in the Township of Thurlow.



Scale of chains

Witness our hands this eighth day of October, in the year of Our Lord one thousand eight hundred and eighteen.

Witness:

ELISHA BEMAN, } *Commissioners on behalf*
 HENRY PROCTER, } *of the Province,*
 J. GIVINS, *Supt. Ind. Affairs on behalf of the*
Crown,
 DANL. BROOKE, *Lieut. and Actg. Adjt.*
 WILLIAM GRUET, *Interpreter, Ind. Dept.*

KINAYBICOININI, (totem)
 AISAINCE, (totem)
 MISQUUCKKEY, (totem).

No. 17.

THIS INDENTURE, made the fifth day of August, in the year of Our Lord one thousand eight hundred and sixteen, between Mesequescon, Indanwaywey and Kaybeshkang, the Principal Chiefs of the Mississague Nation of Indians on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that the said Mesequescon, Indanwaywey and Kaybeshkang, in consideration of five shillings apiece of lawful money of Upper Canada to them in hand paid by His said Majesty at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations, them the said Mesequescon, Indanwaywey and Kaybeshkang hereunto specially moving, have bargained and sold, and by these presents do and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate and lying in the Township of Thurlow, in the Midland District of the Province of Upper Canada, and fronting upon the Bay of Quinté at the mouth of the River Moira, and containing by estimation four hundred and twenty-eight acres be the same more or less, which said four hundred and twenty-eight acres of land are butted and bounded or may be otherwise known as follows, that is to say: Commencing on the north shore of the Bay of Quinté at the south-west angle of lot number five in front in the Township of Thurlow; then north sixteen degrees west two hundred and forty-five chains twenty-seven links, may the same be more or less, to the allowance for road in front of the third concession in the said township; then south seventy-four degrees west eighteen chains fifty links, more or less, to the limit between lot number four and three; then south sixteen degrees to the waters of the Bay of Quinté at the mouth of the River Moira; then along the water's edge, following the several courses thereof with the stream to the place of beginning; and the reversion and reversions, remainder and remainders yearly and other rents, issues and profits thereof, and every part and parcel thereof. To have and to hold the said parcel or tract of land, and all and singular other the premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof with their and every of their appurtenances unto His said Majesty, His heirs and successors, from the day next before the day of the date of these presents for and during and unto the full and term of one whole year from thence next ensuing, and fully to be completed and ended, yielding and paying therefor unto the said Mesequescon, Indanwaywey and Kaybeshkang the yearly rent of one Pepper Corn at the expiration of the said term if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession, His said Majesty may be in the actual possession of the premises and be thereby enabled to take and accept a grant and release of the freehold reversion and inheritance of the same premises and of every part and parcel thereof to him His said Majesty, His heirs and successors, to the uses to be declared by another Indenture intended to bear date the next day after the day of the date hereof.

IN WITNESS WHEREOF, the said parties first within named have to these presents set their hands and seals the day and year first within written.

Signed, sealed and delivered in the presence of	J. GIVINS, S. I. A., on behalf of the Crown.	[L.S.]
WM. BRUCE,	MESEQUESCON, (totem)	[L.S.]
<i>Captain 37th Regiment.</i>	INDANWAYWEY, (totem)	[L.S.]
W. ALLAN,	KAYBESHKANG, (totem)	[L.S.]
<i>Commissioner.</i>		
ALEXANDER WOOD,		
<i>Commissioner.</i>		

THIS INDENTURE, made the sixth day of August, in the year of Our Lord one thousand eight hundred and sixteen, between Mesequescon, Indanwaywey and Kaybeshkang, the Principal Chiefs of the Mississague Nation of Indians on behalf of themselves and their Nation of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of one hundred and seven pounds lawful money of Upper Canada to the said Mesequescon, Indanwaywey and Kaybeshkang in hand well and truly paid by His said Majesty at or before the sealing and delivery of these presents, the receipt whereof they the said Mesequescon, Indanwaywey and Kaybeshkang do hereby acknowledge, and from the same and every part thereof do severally and respectively acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents.

They the said Mesequescon, Indanwaywey and Kaybeshkang have and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bargain, sell, alien, release and confirm unto His said Majesty (in His actual possession now being by virtue of a bargain and sale to Him thereof made by the said Mesequescon, Indanwaywey and Kaybeshkang in consideration of five shillings apiece by Indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of the statute made for transferring uses into possession), and to His heirs and successors, all that parcel or tract of land, situate and lying in the Township of Thurlow, in the Midland District, and fronting upon the Bay of Quinté at the mouth of the River Moira, and containing by estimation four hundred and twenty-eight acres of land, be the same more or less, which said four hundred and twenty-eight acres of land are butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the north shore of the Bay of Quinté, at the south-west angle of lot number five, in front, in the Township of Thurlow; then north sixteen degrees west two hundred and forty five chains twenty seven links, may the same be more or less, to the allowance for road in front of the third concession in the said township; then south seventy-four degrees west eighteen chains fifty links, more or less, to the limit between lots number two and three; then south sixteen degrees to the waters of the Bay of Quinté at the mouth of the River Moira; then along the water's edge following the several courses thereof, with the stream, to the place of beginning. To have and to hold the said parcel or tract of land, and all and singular other the premises mentioned to be hereby granted and released, as aforesaid, with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the uses of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:	J. GIVINS, S.I.A.,	[L.S.]
WM. BRUCE, <i>Capt. 37th Regt.,</i>	<i>on behalf of the Crown,</i>	[L.S.]
W. ALLAN, <i>Commissioner,</i>	MESEQUESCON, (totem)	[L.S.]
ALEX. WOOD, <i>Commissioner.</i>	INDANWAYWEY, (totem)	[L.S.]
	KAYBESHKANG, (totem)	[L.S.]

No. 18.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of King.

Signed, sealed and delivered in } the presence of:	}	W. CLAUS, <i>Dep. Supt. Gen.</i> , [L.S.]
		<i>on behalf of the Crown,</i>
		MUSQUAKIE, or YELLOW HEAD, (totem) [L.S.]
		KAQUETICUM, or SNAKE, (totem) [L.S.]
		MUSKIGONCE, or SWAMP, (totem) [L.S.]
J. GIVINS, <i>Supt. Indian Affairs.</i>	}	MANITONOBIE, or MALE DEVIL, (totem) [L.S.]
ALEX. McDONELL, <i>Asst. Sec'y Indian Affairs.</i>		MANITOBININCE, or DEVIL'S BIRD, (totem) [L.S.]
JOHN CLAUS.		

True Copy,

W. CLAUS, *Dep. Supt. Gen. Indian Affairs.*

No. 19.

ARTICLES OF PROVISIONAL AGREEMENT, entered into on Wednesday, the twenty-eighth day of October, 1818, between the Honourable William Claus, Deputy Superintendent General of Indian Affairs on behalf of His Majesty, of the one part, and Adjutant, Chief of the Eagle Tribe, Weggishigomin of the Eagle Tribe, Kawwahkitahqubi of the Otter Tribe, Cabibonike of the Otter Tribe, and Pagitaniquatoibe of the Otter Tribe, Principal Men of the Mississagua Nation of Indians inhabiting the River Credit, Twelve and Sixteen Mile Creeks, on the north shore of Lake Ontario, within the Home District, of the other part, Witnesseth: that for and in consideration of the yearly sum of five hundred and twenty-two pounds ten shillings Province currency in goods at the Montreal price to be well and truly paid yearly and every year by His said Majesty to the said Mississagua Nation, inhabiting and claiming the said tract, which may be otherwise known as follows: "A tract of land in the Home District, called the Mississagua tract," bounded southerly by the purchase made in 1806; on the east by the Townships of Etobicoke, Vaughan and King; on the south-west by the Indian purchase, extending from the outlet at Burlington Bay, north

forty-five degrees west fifty miles, and from thence north seventy-four degrees east or thereabout to the north-west angle of the Township of King, containing by computation six hundred and forty-eight thousand acres; and the said Adjutant, Weggishigomin, Cabibonike, Pagitaniquatoibe and Kawahkitahquebi, as well for themselves as for the Mississagna Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said William Claus, on behalf of His Majesty does hereby, promise and agree to pay to the said Nation of Indians inhabiting as above mentioned, yearly and every year for ever the said sum of five hundred and twenty two pounds ten shillings currency in goods at the Montreal price, which sum the said Principal Chiefs and people, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Toronto.

Signed sealed and delivered in the presence of

J. GIVINS,

Supt. Indian Affairs,

WM. HANDS, JR.,

Clerk Indian Dept.,

WM. GRUET,

Intr. Indian Dept.

W. CLAUS, D. S. G.

on behalf of the Crown.

[L.S.]

ADJUTANT, (totem)

[L.S.]

WEGGISHGOMIN, (totem)

[L.S.]

CABIBONIKE, (totem)

[L.S.]

PAGITANIKATOIBE, (totem)

[L.S.]

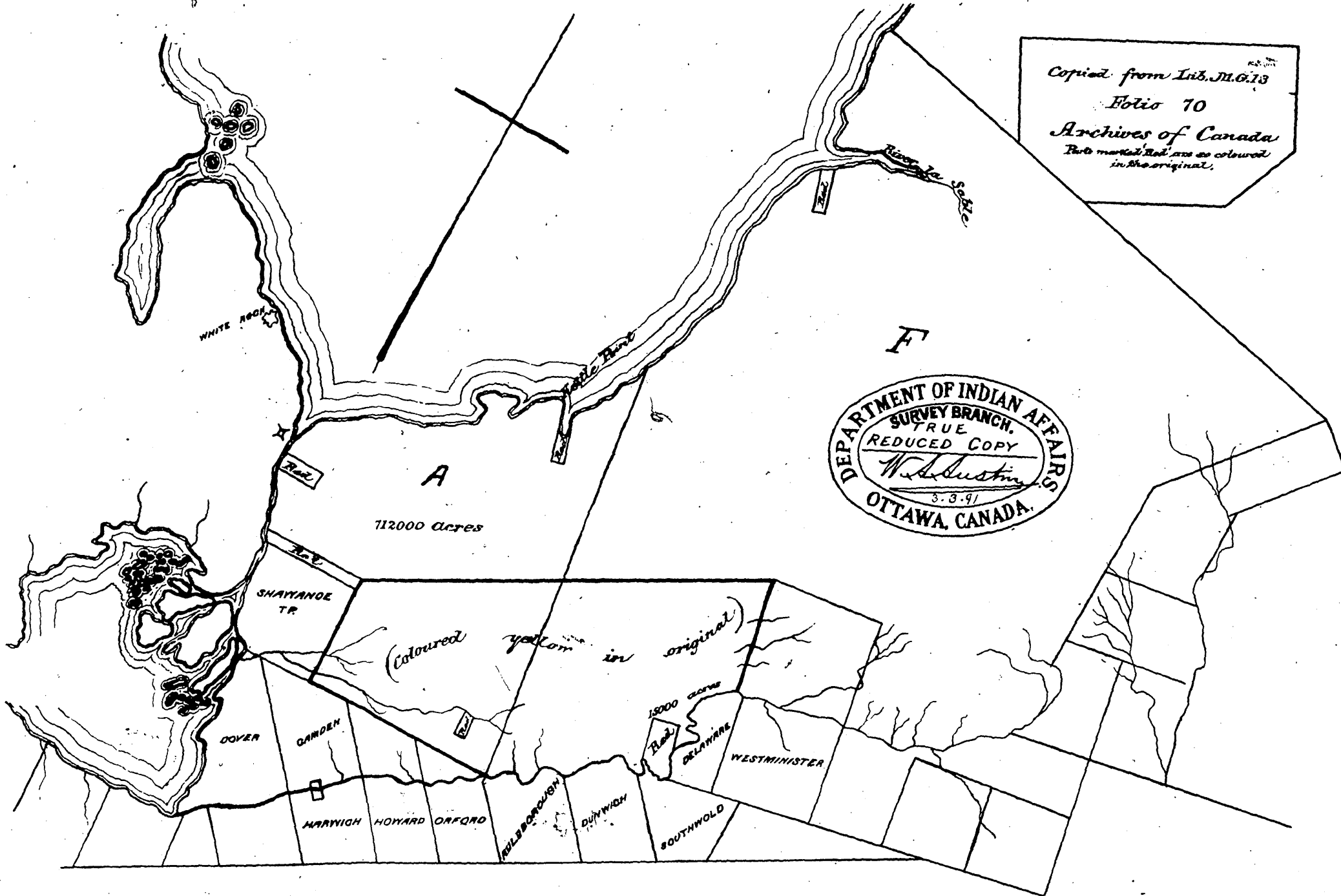
KAWAHKITAHAQUIBE, (totem)

[L.S.]

No. 20.

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

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DEPARTMENT OF INDIAN AFFAIRS
SURVEY BRANCH
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W. A. Austin
3.3.91
OTTAWA, CANADA.

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

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

Signed, sealed and delivered in the
presence of
J. GIVINS, *S. I. A.*,
WM. HANDS, *Sen., Clerk Ind. Dept.*
WM. GRUET, *Interpreter, Ind. Dept.*

}	W. CLAUS, <i>Depy. Supt. Gen. I. A.</i> , <i>on behalf of the Crown,</i>	[L.S.]
	BUCKQUAQUET, (totem)	[L.S.]
	PISHIKINSE, (totem)	[L.S.]
	PAHTOSH, (totem)	[L.S.]
	CAHGAHKISHINSE, (totem)	[L.S.]
	CAHGAGEWIN, (totem)	[L.S.]
	PININSE, (totem)	[L.S.]

The manner in which the yearly payment was to have been made to you, for the lands which you had ceded to the Crown on the fifth day of November, 1818, not having been sufficiently explicit and defined in the Provisional Agreement: In order to obviate any difficulty or misconstruction which might hereafter arise I have called you together for the purpose of explaining to you the manner in which it is intended that the payment shall be made and in order that you may subscribe your names on the back of the Provisional Agreement as acquiescing and approving of the same as follows, viz. :—Every man, woman and child to receive to the amount of ten dollars in goods at the Montreal prices; so long as such man, woman or child shall live, but such annuity to cease and be discontinued to be paid in right of any individual who may have died between the respective periods of payment, and the several individuals then living, only, shall be considered as entitled to receive the yearly payment of ten dollars in goods as above stated.

No. 21.

ARTICLES OF PROVISIONAL AGREEMENT entered into on the ninth day of March, one thousand eight hundred and nineteen, between John Aiken, Esquire, on behalf of His Majesty of the one part, and Tommago, Weyawawenind, Nawbowe, Maytoyzewon, Sawgawswy, Moquammiss, Tekummegawsay, Paymekawnawassegay, Quoikkegick, Pawbetang and Wahwejawtin, Principal Men of the Chippewa Nation of Indians inhabiting the tract of land hereinafter described, of the other part. Witnesseth: that for and in consideration of the yearly sum of six hundred pounds Province currency, one-half in specie and the other in goods at the Montreal price, to be well and truly paid yearly and every year by His said Majesty to the said Chippewa Nation inhabiting and claiming the said tract of land which may be otherwise known as follows, viz.: Commencing on the northerly side of the River Thames at the south-west angle of the Township of London; thence along the western boundary line of the Township of London in a course twenty-one degrees thirty minutes west twelve miles, to the north-west angle of the said township; then on a course about south sixty-two degrees thirty minutes west forty-eight miles more or less, until it intersects a line on a course produced north two miles from the north-east angle of the Shawanoe Township; then south two miles to the north-east angle of the said Shawanoe Township; then along the eastern boundary line of the said township twelve miles and a-half, more or less, to the northern boundary line of the Township of Chatham; then east twenty-four miles, more or less, to the River Thames; then along the water's edge of the River Thames against the stream to the place of beginning, reserving a tract of land (colored red) on the plan accompanying this description situate on the northerly side of the River Thames nearly opposite to the northerly angle of the Township of Southwold and south-west angle of the Delaware Township, containing fifteen thousand three hundred and

sixty acres; also reserving two miles square distant about four miles above the rapids near the source of Big Bear Creek, where the Indians have their improvements, and nearly parallel to the Moravian Village containing five thousand one hundred and twenty acres, leaving five hundred and fifty-two thousand one hundred and ninety acres, more or less, for the contents of the purchase. And the said Tom-mago, Weyawwenind, Nawbowe, Maytozewon, Sawgawsway, Moquammiss, Tekum-megawsay, Paymekawnawwassegay, Quoik-kegick, Pawbetang and Wahwejawtin as well for themselves as for the Chippewa Nation inhabiting and claiming the said tract of land as above described, do freely, fully and voluntarily surrender and convey the same to His Majesty without reservation or limitation in perpetuity. And the said John Aiken, Esquire, on behalf of His Majesty, does hereby promise and agree to pay to the said Nation of Indians inhabiting as aforementioned yearly, and every year, for ever, the said sum of six hundred pounds Province currency, one half in specie, and the other half in goods at the Montreal price, which sum the said Chiefs and Principal People, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned in the Township of Malden.

Signed, sealed and delivered in }
the presence of:

THEOP. HUNT, *Capt., 70th Regt.*
H. H. WILLSON, *Lieut. Royal Eng.*
R. RUNASAME, *Surg., Indian Dept.*
J. BROWNE, *Ens. 70th Regt.*
GEO. IRONSIDE,
GEO. F. RAPP, *Int'r., Indian Dept.*
J. BTE. CADOTTE, *Int'r.*

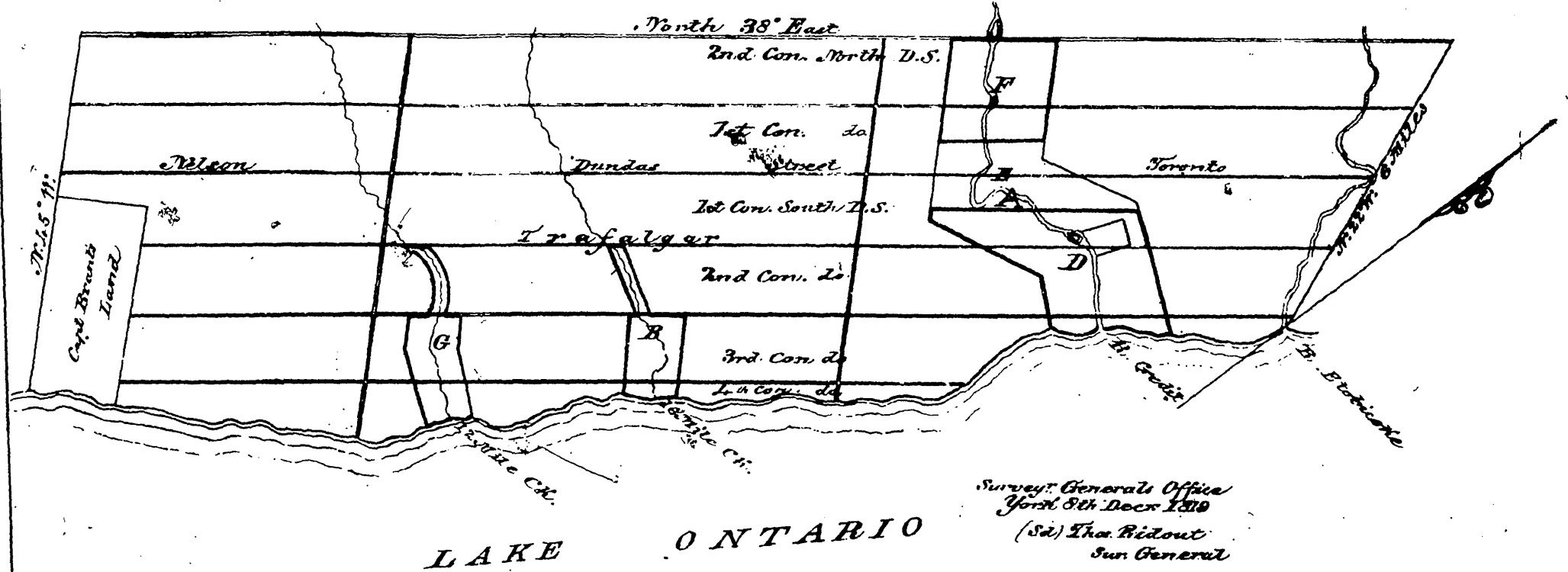
JOHN AIKEN,	<i>on behalf of the Crown.</i>	[L.S.]
TOMMAGO, (totem)		[L.S.]
WEYAWWENIND, (totem)		[L.S.]
NAWBOWE, (totem)		[L.S.]
MAYTOZEWON, (totem)		[L.S.]
SAGAWSWAY, (totem)		[L.S.]
MOQUAMMISS, (totem)		[L.S.]
TEKUMMEGAWSAW, (totem)		[L.S.]
PAYMEKAWNAWWASSEGAY, (totem)		[L.S.]
QUOIKKEGICK, (totem)		[L.S.]
PAWBETANG, (totem)		[L.S.]
WAYWEJAYTIN, (totem)		[L.S.]
KAYNOTANG, (totem)		[L.S.]

No. 22.

THIS INDENTURE, made the twenty-eighth day of February, in the year of Our Lord one thousand eight hundred and twenty, between Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe and Wabakagige, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of twenty shillings of lawful money of the Province of Upper Canada by His said Majesty to the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe and Wabakagige in hand well and truly paid at or before the sealing and delivery of these presents, the receipts whereof the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe, Wabakagige, do hereby acknowledge, and of and from the same and every part thereof do acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents.

They the said Acheton, Newoiquequah, Woiqueshequome, Paushetawnouquitohe and Wabakagige, have and each of them hath granted, bargained, sold, released, surrendered, and forever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender, and forever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, being and

PLAN
OF THE
TRACT OF LAND
purchased from the Mississauga Indians in 1806



Survey General's Office
York 8th Decr 1819
(Sd) Tho. Ridout
Sur General

See the descriptions for the
subdivision & purchase of
the Indian Reserve on
the River Credit by the letters
D, H, F, and also for those on
the 12 and 16 Mile Creeks
by letters B & G

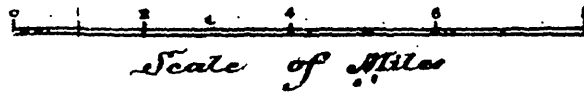
Indian Reservations on the River Credit and 12 & 16 Mile Creeks
are colored by a yellow border (in original). Contents as follow.

	Acres
A on the River Credit	8400
B on the 16 Mile Creek including flats in the 2nd Con. S.D.s.	1120
G on the 12 Mile Creek	1120
Total	10640

Our. Cons. Office 22 July 1820

(Sd) Tho. Ridout
Survey General

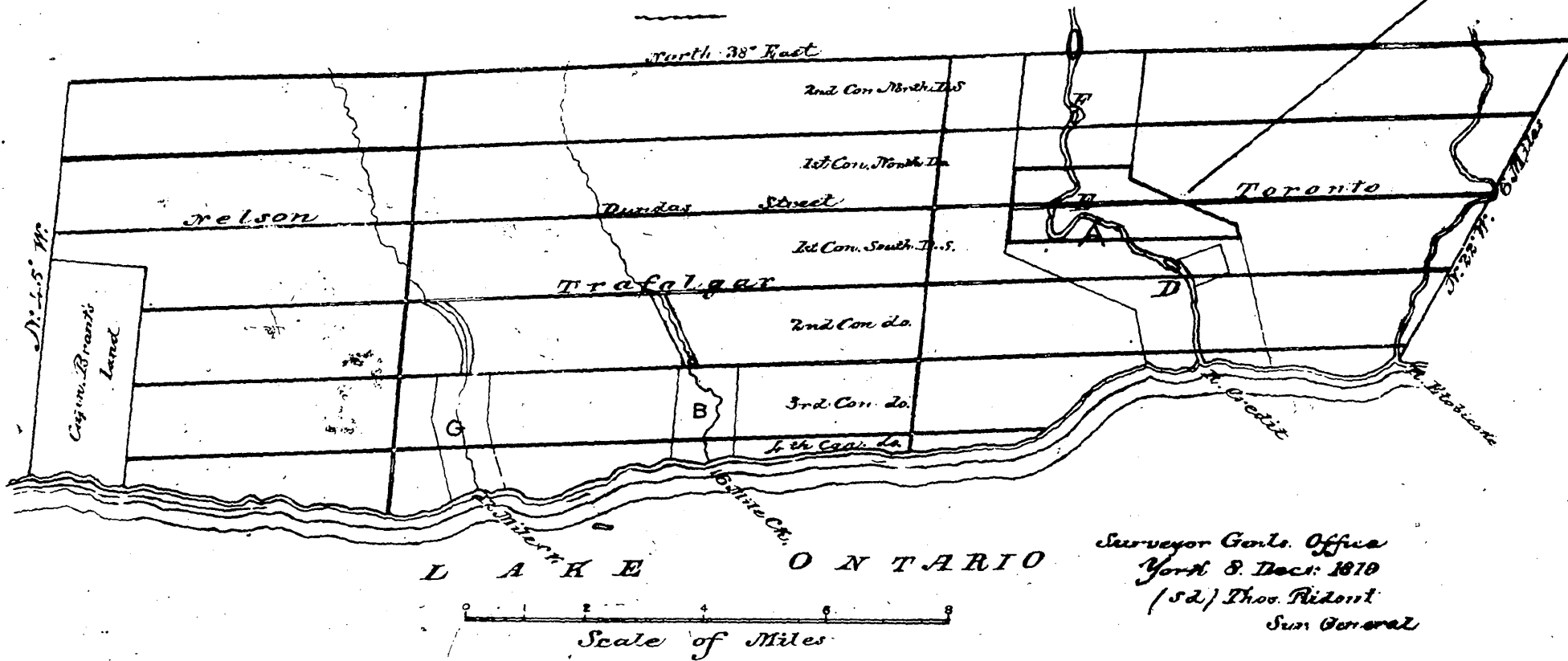
Survey Cons. Office
York 22nd July 1820



lying in Township of Toronto, in the County of York, in the Home District and Province of Upper Canada and marked "D" on the plan of this Indenture annexed, being the easterly part of the Mississauga Indian Reserve on the River Credit, in the said Township of Toronto, which said parcel or tract of land is butted and bounded or may be otherwise known as follows, that is to say: Commencing in the southern boundary of the said reserve at a large white oak squared post, planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six, standing on the bank of Lake Ontario, one mile south-westerly from the said river; thence north sixty-nine degrees west sixty-three chains thirty-one links, more or less, to where the said boundary line forms the first angle; thence south sixty-four degrees west one hundred and ninety-one chains, more or less, to where the said boundary line forms the second angle; thence north forty-five degrees west twenty chains, more or less, to within the distance of fifty chains of the eastern limit of Dundas street; thence north thirty-eight degrees east parallel to Dundas street three hundred chains, more or less, to the intersection of the said line with the northern boundary line of the said reserve, produced on a course north sixty-nine degrees west from a squared white oak post planted in the year one thousand eight hundred and six by the said Deputy Surveyor, piled with stone, near the bank of Lake Ontario, one mile from the River Credit, at right angles from the general course to the first bend of the said river, which is north sixty-nine degrees west; thence along the said northern boundary line on a course south sixty-nine degrees east one hundred and eighty-five chains, more or less, to Lake Ontario at the last mentioned squared post; thence along the water's edge of the said lake to the place of beginning, containing by admeasurement four thousand acres, be the same more or less. And also all that certain other parcel or tract of land situate, lying and being in the said Township of Toronto and marked "F" on the plan of this Indenture annexed, being the western part of the Mississauga Indian Reserve on the River Credit in the aforesaid Township of Toronto, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing in the southern boundary of the said reserve at the distance of fifty chains, on a course north forty-five degrees west from the western limit of Dundas street; thence north forty-five degrees west one hundred and fifty-one chains, more or less, to the eastern limit of the allowed for road in rear of the second concession, north of Dundas street, being the western boundary of the said reserve; thence along the western boundary aforesaid on a course north thirty-eight degrees east parallel to Dundas street, one hundred and sixty chains, more or less, to the northern boundary of the said reserve; thence south forty-five degrees east one hundred and fifty-one chains, more or less, until it intersects a line produced on a course north thirty-eight degrees east parallel to Dundas street from the place of beginning, containing by admeasurement two thousand four hundred acres, be the same more or less. And also all that other certain parcel or tract of land situate, lying and being in the Township of Trafalgar, in the County of Walton, in the District of Gore and Province of Upper Canada, marked "B" in the plan to this Indenture annexed, including the flats or low grounds in the second concession south of Dundas street, being the Mississauga Indian Reserve on the Sixteen Mile Creek in the aforesaid Township of Trafalgar, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing on Lake Ontario on the northern boundary of the said reserve at a squared post marked "M.I.R., N. 45° W." planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six,—about half a mile north-easterly of the mouth of the said creek; thence north forty-five degrees west one hundred and eighteen chains, more or less, to the eastern limit of the allowed for road between the second and third concessions, south of Dundas street being the northerly angle of the said reserve; thence south thirty-eight degrees west seventy chains, more or less, to the flats or low grounds on the northerly side of the Sixteen Mile Creek; thence following the northerly edge of the said flats or low grounds to the allowance for road between the first and

second concessions, south of Dundas street; thence south thirty-eight degrees west (crossing the said creek) ten chains, more or less, to the edge of the flats or low grounds on the southerly side of the said creek; thence down the said creek along the southerly edge of the flats or low grounds aforesaid to the eastern limit of the allowance for road between the second and third concessions south of Dundas street; thence south thirty-eight degrees west four chains, more or less, to the westerly angle of the Mississagua Indian Reserve on the said creek; thence south forty-five degrees east along the southern boundary of the said reserve one hundred and twenty-three chains, more or less, to Lake Ontario, at a black ash tree having two bodies from the same root, marked "M.I.R., N. 45° W.;" thence north-easterly along the shore of Lake Ontario to the place of beginning; containing by admeasurement one thousand one hundred and twenty acres, be the same more or less. And also all that certain other parcel or tract of land situate, being and lying in the Township of Trafalgar aforesaid and marked "G" on the plan to this Indenture annexed, including the flats or low grounds in the second concession south of Dundas street, being the Mississagua Indian Reserve on the Twelve Mile Creek in the aforesaid Township of Trafalgar, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is: Commencing on Lake Ontario in the northern boundary of the said reserve at a squared oak post piled round with stone, marked "M.I.R., N. 66° W.;" planted by Mr. Wilmot, Deputy Surveyor, in the year one thousand eight hundred and six, about half a mile north-easterly from the mouth of the said creek; thence north sixty-six degrees west one hundred and seven chains, more or less, to where the said boundary line forms the first angle; thence north thirty-six degrees west fifty-seven chains, more or less, to the eastern limit of the allowance for road between the second and third concessions, south of Dundas street, where the said boundary line forms the second angle; thence south thirty-eight degrees west thirty-three chains more or less to the flats or low grounds on the northerly side of the said creek; thence following the northerly edge of the said flats or low grounds to the allowance for road between the first and second concessions, south of Dundas street; thence south thirty-eight degrees west crossing the Twelve Mile Creek ten chains, more or less, to the edge of the flats or low grounds on the southerly side of the said creek; thence down the said creek along the southerly edge of the flats or low grounds aforesaid unto the eastern limit of the eastern limit of the allowance for road between the second and third concessions, south of Dundas street; thence south thirty-eight degrees west thirty-seven chains, more or less, to the westerly angle of the Mississagua Indian Reserve on the said creek; thence south thirty-six degrees east fifty-seven chains, to where the said boundary line forms the first angle; thence south sixty-six degrees east one hundred and seventeen chains, more or less, to Lake Ontario, at a post squared and marked "M.I.R., N. 66° W.;" thence north-easterly along the shore of the said lake to the place of beginning; containing by admeasurement one thousand four hundred and twenty acres, be the same more or less. Together with all the woods and waters therein lying and being and all and singular the rights, privileges and appurtenances thereto belonging and especially all sole and exclusive rights of fisheries on the said Twelve and Sixteen mile Creeks and the said River Credit heretofore reserved to or possessed by the said Nation of Mississagua Indians. Saving and reserving, nevertheless, always to the said Acheton, Newoiquiquah, Woiqueshequome, Pausetawnouguetohe and Wabakagige and the people of the Mississagua Nation of Indians and their posterity for ever a certain parcel or tract of land containing two hundred acres, being part of the before-mentioned tract marked "D" heretofore described as the easterly part of the Mississagua or Indian Reserve on the River Credit, in the Township of Toronto aforesaid, which said two hundred acres of land are butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the northerly side of the River Credit at the distance of about one mile and a quarter from the mouth of the said river; thence along the same (reckoning the distance by a straight course) forty chains; thence north nineteen degrees east fifty-five chains; thence south

PLAN
OF THE
Tract of Land
purchased from the Mississague Indians



Surveyor Genl. Office
York 8. Decr. 1810
(sd) Thos. Ridout
Sur. General

See the description for the
subdivision & purchase on
the Indian Reservation on
the River Credit by the let-
ters D, E, F, and also for
those on 12 & 16 mile Creeks
by letters B & G

Sur. Genl. Office, 22nd Jan'y. 1820

Indian Reservations on the River Credit and
12 & 16 Mile Creeks are coloured by a yellow border.

Contents as follow

Contents	Acres
A on the River Credit	81.00
B on the 16. Mile Creek, including of flats in the 2nd Con. S. D. S.	112.0
G on the 12. Mile Creek	142.0
Total	<u>1094.0</u> acres

(sd) Thos. Ridout
Survey' Genl.

Surveyor Genl. Office
York 22nd Jan'y. 1820

sixty-nine degrees east forty chains; thence south nineteen degrees west to the River Credit, the place of beginning. To have and to hold all and singular the several parcels or tracts of land above described marked "D" "F" "B" and "G" except as heretofore is excepted with their and every of their appurtenances as unto His said Majesty, His heirs and successors, upon the trust and to the intent that His said Majesty, His heirs and successors may out of the proceeds of the profits of the said Lands and premises arising from the sale or leasing or such other disposition of the same or any part thereof as to His said Majesty, His heirs or successors may seem meet, may make provision for the maintenance and religious instruction of the people of the Mississagua Nation of Indians and their posterity according to His Majesty's gracious intention.

IN WITNESS WHEREOF, the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }
 presence of }
 J. GIVINS,
Supt. Indian Affairs,
 D. CAMERON,
 N. COFFIN,
 J. P. CATTY,
Lt. Royal Engineers Commanding,
 D. J. SKENE,
Lt. 68th Light Regiment,
 ARTHUR MAIR,
Ensign 68th Light Regiment,
 J. L. TIGHE,
H. Assist. Surg. to the Forces,
 ALEX. McDONELL,
Asst. Secy., I.A.
 WM. GRUET,
Interpreter Indian Department.

W. CLAUS, *Dy. S. G. of I. A.,*
on behalf of the Crown. [L.S.]
 ACHETON, (totem) [L.S.]
 NEVOIQUEQUAH, (totem) [L.S.]
 WEIQUESQUOME, (totem) [L.S.]
 PAUSHETAUNONQUITOHE, (totem) [L.S.]
 WABAKAGIGO, (totem) [L.S.]

No. 23.

THIS INDENTURE made the twenty-eighth day of February, in the year of Our Lord one thousand eight hundred and twenty, between Acheton, Newoiquequah, Woiqueshequome, Paushetaunouquitohe and Wabakagigo, the principal chiefs, warriors and people of the Mississagua Nation of Indians, of the one part, and His Majesty George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part Witnesseth; that for and in consideration of the sum of Fifty Pounds, Province Currency, of lawful money of the Province of Upper Canada, by His said Majesty to the said Acheton, Newoiquequah, Woiqueshequome, Paushetaunouquitohe and Wabakagigo, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they the said Acheton, Newoiquequah, Woiqueshequome, Paushetaunouquitohe and Wabakagigo, do hereby acknowledge, and of and from the same and every part thereof, do acquit, release and discharge His said Majesty, His heirs and successors, for ever by these presents. They, the said Acheton, Newoiquequah, Woiqueshequome, Paushetaunouquitohe and Wabakagigo, have; and each of them hath granted, bargained, sold, released, surrendered and for ever yielded up, and by these presents do and each of them doth grant, bargain sell, release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being in the Township of Toronto, in the County of York, in the Home District and Province of Upper Canada, and marked "E" on the plan to this indenture annexed, being the central part of the Mississagua Indian Reserve on the River Credit, in the said Township of Toronto, which said parcel or

tract of land is butted and bounded, or may be otherwise known as follows, that is to say:—Commencing in the eastern limit of Dundas Street, in the southern boundary of the said Indian Reserve; thence south forty-five degrees east fifty chains; thence north thirty-eight degrees east parallel to Dundas Street, three hundred chains, more or less, to the northern boundary of the said Reserve; thence north sixty-nine degrees west twelve chains to where the said boundary line forms the first angle; thence south sixty-four degrees west one hundred and fifty-five chains, more or less, to where the said boundary line forms the second angle; thence north forty-five degrees west twenty chains, more or less, until it intersects a line north of Dundas Street and parallel thereto, produced on a course north thirty-eight degrees east at the distance of fifty chains on a course north forty-five degrees west from the western limit of Dundas Street; thence south thirty-eight degrees west parallel to the said street, one hundred and sixty chains, more or less, to the southern boundary line of the said Reserve; thence south forty-five degrees east fifty-one chains, more or less to the place of beginning; containing two thousand acres, more or less, together with all the woods and waters thereon lying and being and all and singular the rights, privileges and appurtenances thereto belonging. To have and to hold the said parcel and tract of land and premises with their and every of their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors forever.

IN WITNESS WHEREOF the said parties first above named have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

J. P. CATTY, *Lieut. Royal Engrs., Comdg.*
 ARTHUR MAIR, *Ens. 68 Light Regt.*
 J. L. TIGHE, *H. Asst. Surg. to the Forces.*
 D. J. SKENE, *Lieut. 68 Light Regt.*
 D. CAMERON.
 N. COFFIN.
 J. GIVINS, *Supt. Indian Affairs.*
 ALEX. McDONELL, *Asst. Secy. I. A.*
 WM. GRUET, *Int'r. Indian Dept.*

W. CLAU, *D. S. G. of I. A., on behalf of the Crown,*

ACHETON, (totem)

WEIQUESQUOME, (totem)

NEWOIQUEQUAH, (totem)

PAUSHETAUNQUETOHE, (totem)

WABAKAGEGO, (totem)

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

Received the day and year within mentioned of His Majesty George the Third the sum of Fifty Pounds Province Currency, being in full of the consideration money within mentioned to be paid to us.

We say received the same by us.

Witness hereto:

J. P. CATTY, *Lt. Royal Engrs Comg.*
 D. J. SKENE, *Lt. 68 Light Regt.*
 ARTHUR MAIR, *Ens. 68th Light Regt.*
 J. L. TIGHE, *H. Asst. Surg. to the Forces.*
 D. CAMERON,
 D. COFFIN,
 ALEX. McDONELL, *Asst. Secy I.A.*

ACHETON (totem)

WEIQUESQUOME (totem)

NEWOIQUEQUAH (totem)

PAUSHETAUNQUETOHE (totem)

WABAKAGEGO (totem)

THIS INDENTURE made the Twentieth day of July, in the year of Our Lord one thousand eight hundred and twenty, between John Green, Anthony Smart, Joseph Smart, Brant Koa, Nicholas Crawford, David Claus, Daniel Green, Tawaneway, Abram Markle, Moses Lewis, Francis Markle, and John Hill, Chiefs and Principal

Men of the Mohawk or Six Nations Indians possessing and residing on the tract of land commonly called the Mohawk Township, in the County of Hastings, in the Midland District, of the one part, and Our Sovereign Lord George the Fourth of the United Kingdom of Great Britain and Ireland, King Defender of the Faith of the other part. Whereas His late Majesty King George the Third of Glorious Memory, in consideration of the attachment and fidelity of the Chief Warriors and People of the Six Nations of Indians, and being desirous of shewing His royal approbation of the same, and of recompensing the losses they had sustained, did give and grant unto the Chief Warriors and the people of the said Six Nations and their heirs forever, all that district or territory of land, being parcel of a certain district lately purchased of the Missisagua Nation and bounded as follows, that is to say: In front by the Bay of Quinté, between the mouths of the River Shannon and Bowin's Creek, about twelve miles, westerly by a line running north sixteen degrees west from the west side of the mouth of the River Shannon, and easterly by a line running north sixteen degrees west from the mouth of Bowin's Creek, and northerly by a line running east sixteen degrees north and west sixteen degrees south at the distance of about thirteen miles back from the Bay of Quinté, measured on the western boundary aforesaid to the north-east angle of the Township of Thurlow, with a proviso or condition in the said grant contained, that if at any time the said Chiefs, Warriors, women and people of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory, the same should be purchased only for Our said Sovereign Lord the King, His Heirs and Successors at some assembly of the said Chief Warriors and people to be held for that purpose.

And whereas by articles of Provisional agreement entered into at Kingston, in the County of Fronténac, in the Midland District and Province of Upper Canada, on the twenty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between the Honorable William Claus, Esquire, Deputy Superintendent General of Indian Affairs, on the part and behalf of His late Majesty King George the Third, of the one part, and the Chiefs and Principal Men of the Mohawk Nation claiming and residing on the said tract or parcel of land, of the other part, they the said Chiefs and Principal Men of the Mohawk Nation, for the consideration hereafter mentioned, did agree as well on their own behalf as on behalf of the Mohawk Nation residing as aforesaid, to sell to His said Majesty, His heirs and successors, a certain part or portion of the said tract of land so granted to them as aforesaid, as the same is hereinafter particularly described. Now this Indenture witnesseth that John Green, Anthony Smart, Joseph Smart, Brant Koa, Nicholas Crawford, David Claus, Daniel Green, Tawaneway, Abram Markle, Moses Lewis, Francis Markle and John Hill, Chiefs and Principal Men of the Mohawk Nation claiming and residing on the said tract of land, commonly called the Mohawk Township, in the Bay of Quinté, for and in consideration of the annual sum or payment of four hundred and fifty pounds of lawful money of the Province of Upper Canada to be paid in each and every year to the Mohawk Indians residing on the said tract, and their posterity for ever hereafter in goods at the Montreal prices, have and each of them hath granted, bargained, sold, surrendered, released and yielded up, and by these presents do and each of them doth, grant, bargain, sell, surrender, release and yield up unto our present sovereign Lord the King's most excellent Majesty, His heirs and successors, all and singular that parcel or tract of land in the Mohawk Township, on the Bay of Quinté, in the County of Hastings, in the Midland District, bounded on the west by the eastern limit of the allowance for road on the eastern boundary of Thurlow, on the east by the western limit of the allowance for road on the western boundary line of Richmond, and on the north and south by unconceded lands of the said Indians, containing fifty-two square miles, which said fifty-two square miles are described as follows, that is to say:

Commencing at the south west angle of the said tract, where a post has been planted at the distance of fifty chains from the southern limit of the allowance for road in front of the second concession of Thurlow in the eastern limit of the allowance for road on the eastern boundary of the said Township of Thurlow on a course south

sixteen degrees east at the distance of seventy-five chains from the mouth of Salmon River, in the Bay of Quinté, measured on the eastern limit of the said boundary, on a course north sixteen degrees west; thence north eighty-two degrees thirty minutes east parallel to a line produced from the front of the second concession in Thurlow to the front of the third concession of Richmond, eight hundred and sixteen chains, eighty-seven links, more or less, to where a post has been planted at the south-east angle of the said tract in the western limit of the allowance for road on the western boundary of the Township of Richmond, at the distance of one hundred and sixty-three chains from the Bay of Quinté; thence north sixteen degrees thirty minutes west along the western limit of the said allowance for road four hundred and fourteen chains to where a post has been planted at the north-east angle of the said tract; thence south eighty-two degrees thirty minutes west parallel to the southern boundary eight hundred and sixteen chains eighty-seven links, more or less, to where a post has been planted at the north-west angle of the said tract, in the eastern limit of the allowance for road on the eastern boundary of Thurlow; thence south sixteen degrees east along the said limit four hundred and fourteen chains, more or less, to the place of beginning; containing thirty-three thousand two hundred and eighty acres, more or less, together with all and every of the woods and underwoods, ways, waters, water courses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being, or thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity of them, the said chiefs and principal men and of the said people of the Mohawks or Six Nations Indians and their heirs and posterity for ever, of, in, to, or out of the said parcel or tract of land, and premises herein last particularly described, with their and every of their appurtenances, to have and to hold the said tract or parcel of land, containing fifty-two square miles (equal to thirty-three thousand two hundred and eighty acres of land) above described, and premises with the appurtenances unto our said Sovereign Lord, the now King, His heirs and successors for ever, to the only proper use, benefit and behoof of our said Sovereign Lord, the now King, His heirs and successors for ever, and the Honorable William Claus, Esquire, Deputy Superintendent-General of Indian Affairs, as aforesaid, on behalf of our said Lord the King, His heirs and successors, doth for himself and his successors in office, covenant and agree to pay, or cause to be paid yearly and every year in perpetuity, to the said Mohawk Indians now residing on the said tract, commonly called the Mohawk Township, and to their posterity, the said sum of four hundred and fifty pounds of lawful money of the said Province of Upper Canada, to be paid in goods at the Montreal prices.

IN WITNESS WHEREOF, the above named Chiefs and Principal men of the said Mohawk or Six Nations Indians and the said Honorable William Claus on behalf of His said Majesty, have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in }
presence of

J. TREDENNICK, *Capt. 70th Regt.*
G. A. GOLDFROP, *Lieut. 70th Regt.*
ROBERT V. KERR,
JOHN CLAUS,
JOHN FERGUSON,
BENJ. FAIRCHILD.

W. CLAUS, *Dy. S. G. of I. A., on behalf of the Crown.* [L.S.]
his
JOHN x GREEN, [L.S.]
mark.
his
ANTHONY x SMART, [L.S.]
mark.
his
JOSEPH x SMART, [L.S.]
mark.
his
BRANT x KOA. [L.S.]
mark.

	his	NICHOLAS X CRAWFORD,	[L.S.]
	mark.	DAVID CLAUS,	[L.S.]
	his	DANIEL X GREEN,	[L.S.]
	mark.	TAWANEWAY, X	[L.S.]
	his	mark.	
	his	ABRAM X MARKLE,	[L.S.]
	mark.	MOSES X LEWIS,	[L.S.]
	his	FRANCIS X MARKLE,	[L.S.]
	mark.	JOHN X HILL,	[L.S.]
	his	mark.	

It is hereby expressly declared to be understood and agreed upon by and between the parties to the within Indenture at the time of the execution thereof, that the consideration for the purchase of the land thereby surrendered shall be paid in the following manner, that is to say, that instead of a gross annual payment of four hundred and fifty pounds in goods as within mentioned each individual of the Mohawks or Six Nations Indians now residing on the Mohawk tract in the Bay of Quinté, shall receive during his, her or their life or lives an annual payment of two pounds and ten shillings in goods at the Montreal prices, that being about the share or dividend that would accrue to each individual according to the present population, and that such annual payment of two pounds and ten shillings in goods as aforesaid shall be made for ever hereafter to every individual that may be residing in the said tract at the time of the annual distribution and shall be in full discharge of the consideration in the within deed mentioned, provided that each individual be descended from the present lawful and rightful occupiers of the said tract, and provided also that the amount of each payment shall never exceed in any one year the sum of Four hundred and fifty pounds.

IN WITNESS WHEREOF, we have hereto set our hands and seals this twentieth day of July, in the year of Our Lord one thousand eight hundred and twenty.

Witnesses:

J. TREDENNICK, *Capt. 70th Regt.*,
 G. A. GOLDFROP, *Lieut. 70th Regt.*,
 ROBERT V. KERR,
 JOHN CLAUS,
 JOHN FERGUSON,
 BENJ. FAIRCHILD.

	his	JOHN X GREEN,	[L.S.]
	mark.	ANTHONY X SMART,	[L.S.]
	his	mark.	
	his	JOSEPH X SMART,	[L.S.]
	mark.	BRANT X KOA,	[L.S.]
	his	mark.	
	his	NICHOLAS X CRAWFORD,	[L.S.]
	mark.	DAVID CLAUS,	[L.S.]
	his	DANIEL X GREEN,	[L.S.]
	mark.		

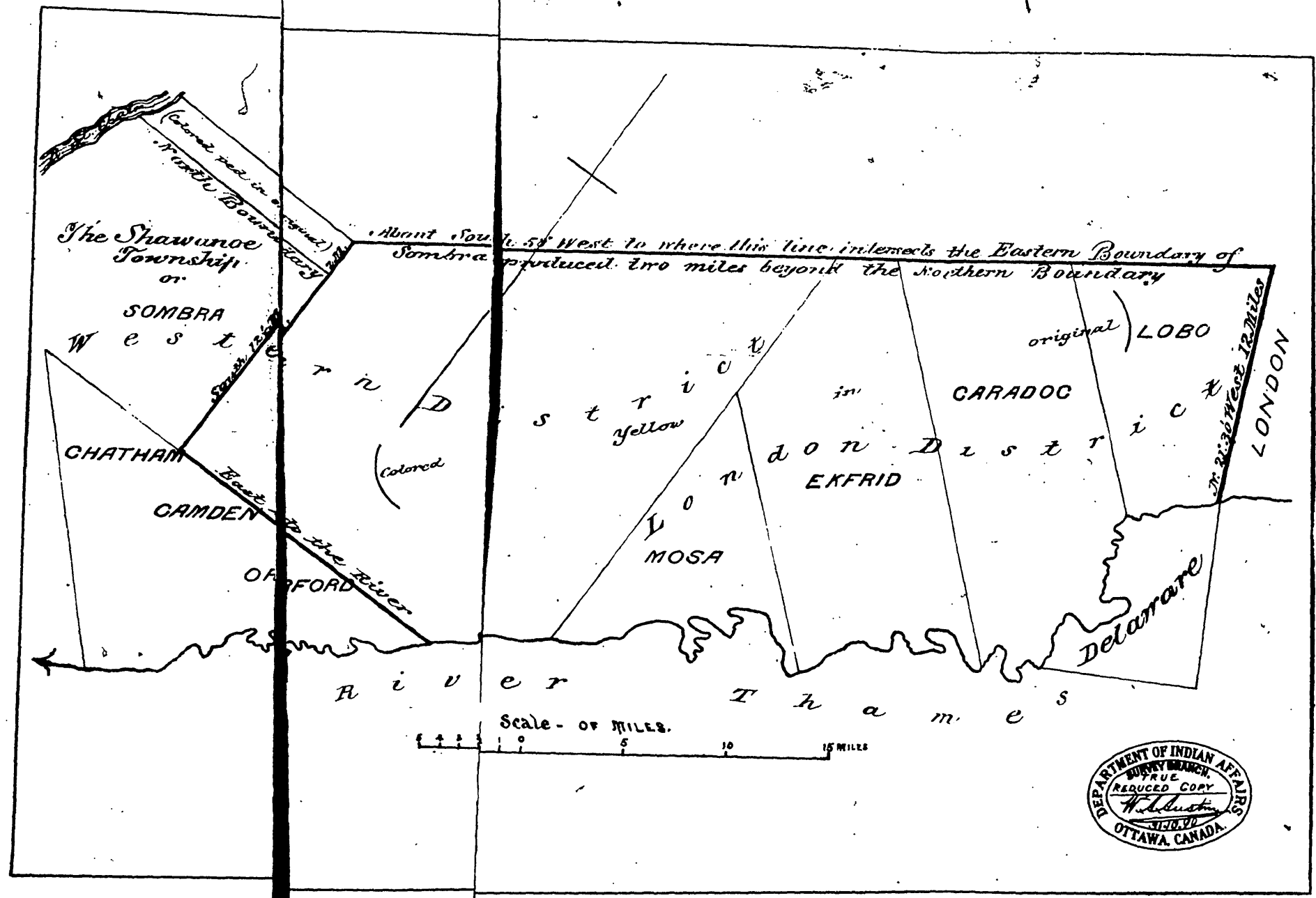
}	TAWANIWAY, ^{his} x _{mark.}	[L.S.]
	ABRAM x MARKLE, ^{his} _{mark.}	[L.S.]
	MOSES x LEWIS, ^{his} _{mark.}	[L.S.]
	FRANCIS x MARKLE, ^{his} _{mark.}	[L.S.]
	JOHN x HILL, ^{his} _{mark.}	[L.S.]













No. 25.

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

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

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and as well in consideration of the said annuity of two pounds and ten shilling to be paid in merchandise at the Montreal prices to each of the men, women and children of the said Chippewa Nation of Indians who at the date of the said agreement were



- | | | | |
|-----------------|--|-----------|---|
| Tumungo |  | Quetjicki |  |
| Metwathewin |  | Pawbetang |  |
| Sagawmii |  | Mawiattin |  |
| Maguar |  | Pemuech |  |
| Tecumagwaie |  | Sagetch |  |
| Pimethumawaisii |  | Canotung |  |

Signed, sealed and delivered
 in the presence of us
 (Sd) Thomas Vilett
 Capt. & Batt. Major 76 Regt. Commandee
 Charles Elliot Lieut 70 Regt.
 Wm. Lands Sr. Clk. Ind. Dept
 Geo. F. Papp I. I. Dept.



inhabiting and claiming the said tract of land hereinafter described and intended to be hereby surrendered to His said Majesty and to their posterity as aforesaid, as of the sum of ten shillings of lawful money of the Province aforesaid, in hand well and truly paid to the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung at or before the sealing and delivery of these presents, the receipt whereof, they the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, do hereby acknowledge, and thereof and therefrom, and of and from the same and every part thereof, do acquit, release and forever discharge His said Majesty, His heirs and successors by these presents. They the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, have and each of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do, and each of them doth grant, bargain, sell, release, surrender and forever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being on the northerly side of the River Thames, in the London and Western Districts of the said Province, containing by admeasurement five hundred and eighty thousand acres, more or less, and designated by a yellow border on the plan delineated on the margin of these presents, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing on the northerly side of the River Thames at the south-west angle of the Township of London; thence along the western boundary line of the Township of London on a course north twenty-one degrees thirty minutes west twelve miles to the north-west angle of the said township; thence on a course about south fifty-eight degrees west forty-eight miles, more or less, until it intersects a line on a course produced north two miles from the north-east angle of the Shawanese Township, now the Township of Sombra; then south two miles to the north-east angle of the said township; then along the eastern boundary line of the said township twelve miles and a-half, more or less, to the northern boundary line of the Township of Chatham; then east sixteen miles, more or less, to the River Thames; thence following the water's edge of the said River Thames against the stream to the place of beginning. Together with all the woods and waters thereon lying and being and all and singular the rights, privileges, easements, benefits and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, trust, use, claim and demand whatsoever of them the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, and of the said Chippewa Nation of Indians, inhabiting and claiming the said tract of land as aforesaid, to have and to hold the said parcel or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, members and appurtenances unto His said Majesty, His heirs and successors for ever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of Our said Lord the King, His heirs and successors, doth hereby for himself and His Successors in the said office covenant, promise and agree to and with the said Tummago, Metwichewin, Sagawsouai, Maquamiss, Tecumagawsie, Pemekunawassigai, Quekijick, Pawbetang, Wawiattin, Pemuseh, Sagetch and Canotung, and their posterity, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Chippewa Nation who, at the time of entering into the said agreement, inhabited and claimed the said tract of land, and their posterity for ever, an annuity of two pounds and ten shillings lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of persons entitled to receive the same shall in no case exceed two hundred and forty persons—that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

IN WITNESS WHEREOF, the parties to these presents have, hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the }
 presence of us, }
 THOMAS VILETT, *Capt. and Bt. Major,*
76th Regt., Commanding,
 CHARLES ELIOT, *Lieut. 70th Regt.,*
 WILLIAM HANDS, *Senior, Clk. Indian*
Dept.
 GEO. F. RAPP, *I. I. Dept.*

TUMMAGO,	(totem)	[L.S.]
METWETCHEWIN,	(totem)	[L.S.]
SAGAWSONAI,	(totem)	[L.S.]
MAQUAMISS,	(totem)	[L.S.]
TECUMAGASALE,	(totem)	[L.S.]
PEHEUMAWASSIGAI,	(totem)	[L.S.]
QUERIKICK,	(totem)	[L.S.]
PAWBEANG,	(totem)	[L.S.]
WAWIATTIN,	(totem)	[L.S.]
PEMUSEH,	(totem)	[L.S.]
SAGETCH,	(totem)	[L.S.]
CANOTUNG,	(totem)	[L.S.]

No. 26.

P. MAITLAND.

PROVINCE OF UPPER CANADA.

GEORGE the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all whom these presents shall come,—GREETING :

Know Ye that We, of our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant into the Honorable William Claus, of the Town of Niagara, in the County of Lincoln, in the District of Niagara, as colonel commanding the flank companies stationed from Niagara to Queenstown, his heirs and assigns forever, all that parcel or tract of land situate in the Township of Innisfil, in the County of Simcoe, in the Home District, in our said Province, containing by admeasurement nine hundred acres, be the same more or less being the north halves of Lots Nos. Sixteen, Eighteen, Nineteen and Twenty-one, and the south halves of Lots Nos. Fourteen, Sixteen, Eighteen, Nineteen and Twenty-one in the Fourth Concession of the said Township, together with all the woods and waters thereon lying and being, under the reservations, limitations and conditions hereinafter expressed, which said nine hundred acres are butted and bounded, or may be otherwise known as follows, that is to say: Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy-three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then north seventy-three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half more or less to the place of beginning in each of the said half lots. Also, commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy-three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty three links and a-half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. To have and to hold the said parcel or tract of land hereby given and granted to him the said the Honorable William Claus, his heirs and assigns for ever; saving, nevertheless, to

us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given or granted as aforesaid, and saving and reserving to us, our heirs and successors, all white pine trees that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid. Provided always, that no part of the parcel or tract of Land hereby marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful deputy, in which case, this Our grant for such part of the land hereby given and granted to the said William Claus and his heirs, forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void and of none effect, anything herein contained to the contrary notwithstanding.

Provided also, that the said William Claus, his heirs or assigns, shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land, a good and sufficient dwelling house, he, the said William Claus, or his assigns, not having built, or not being in his or their own right lawfully possessed of a house in our said Province, and be therein, or cause some person to be therein resident, for and during the space of one year then next ensuing the building of the same. Provided also, that if at any time or times hereafter the land so hereby given and granted to the said William Claus and his heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, descent, devise or marriage, such person or persons shall within twelve months next after his, her or their entry into and possession of the same, take the oaths prescribed by law before some one of the magistrates of our said Province, and a certificate of such oath having been so taken, shall cause to be recorded in the Secretary's office of the said Province. In default of all or any of which conditions, limitations and restrictions, this said grant and everything herein contained, shall be, and we hereby declare the same to be null and void, to all intents and purposes whatsoever; and the land hereby granted and every part and parcel thereof, shall revert to and become vested in Us, Our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary thereof in any-wise notwithstanding.

And Whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's Reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,'" it is declared "that no grant of lands hereafter made, shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province in respect of the lands to be thereby granted." Now know ye, that we have caused an allotment or appropriation of one hundred and twenty-eight acres and four-sevenths to be made in Lot No. Twenty-two in the Fourth Concession of the said Township of Innisfil.

Given under the Great Seal of Our Province of Upper Canada. Witness, Our trusty and well-beloved Sir Peregrine Maitland, K.C.B., Lieutenant Governor of Our said Province, and Major General commanding Our Forces therein at York, this fourteenth day of October, in the year of Our Lord one thousand eight hundred and twenty-two, and third of Our reign.

By command of His Excellency in Council. P. M.

D. CAMERON,
Sec'y.

General O. C. 19th January, 1820, respecting Militia Grants under the Administration of Sir Maitland, K.C.B., Lieut. Governor, for 1,200 acres of land, patent gratuitous, settlement duty performed.

Entered with the Auditor, fifteenth day of November, 1822.

S. HEWARD,
Auditor General.

Recorded 16th November, 1822. }
Book B. G., folio 382. }
D. CAMERON,
Reg.

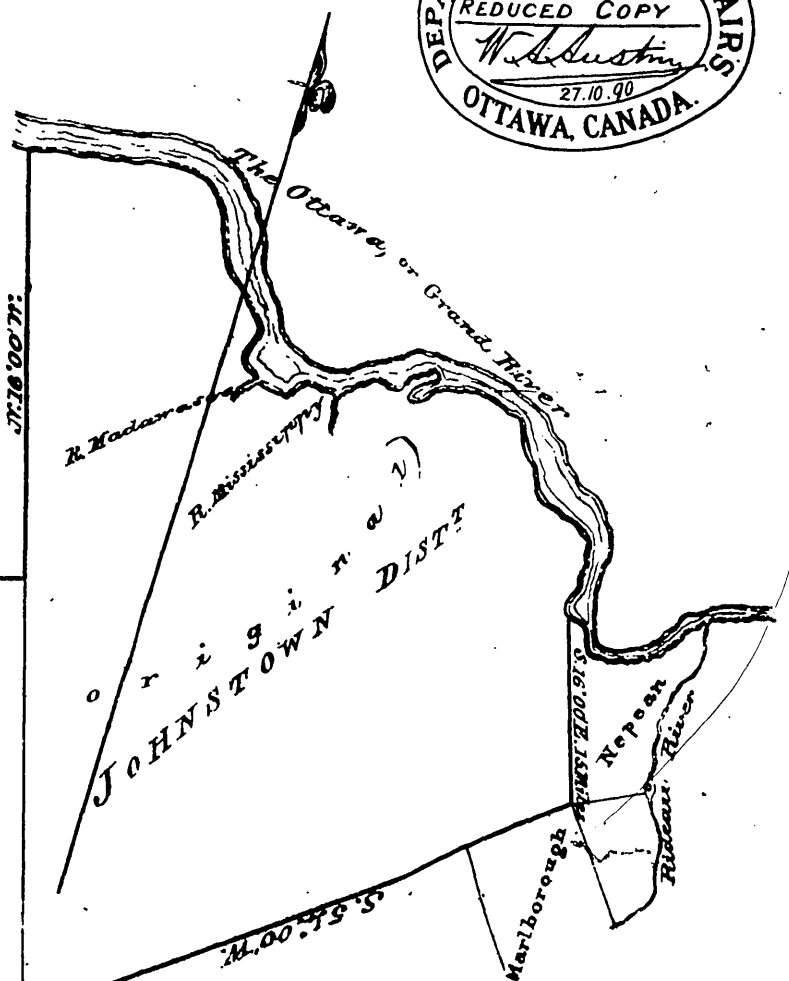
No. 27.

ARTICLES OF PROVISIONAL AGREEMENT entered into on the thirty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between John Ferguson, of Kingston, in the County of Frontenac and Province of Upper Canada, acting on the part and behalf of His Majesty of the one part, and Nawacamigo, Anteniwayway, Kabiatwaybigebe, Wabukeek, Shiwitagan, Kotouche, Nawakeshecom, Shawondais, Kiwaishe, Nibinowinin, Kakekijick, Papewoun, Wobekenense, Nagonseway, Ketchegam, Kamanyouweney, Shebeshe, Nakawagan, Wobasek, Principal Men of the Mississagua Nation of Indians inhabiting the tract of land herein-after mentioned and described, of the other part.

Witnesseth that for and in consideration of the yearly sum of six hundred and forty-two pounds ten shillings, Province Currency, in goods at the Montreal price to be well and truly paid yearly and every year by His Majesty, His heirs and successors, to the said Mississagua Nation inhabiting and claiming the said tract, which may be otherwise known as follows, that is to say: Commencing at the north-west angle of the Township of Rawdon; thence along the division line between the Midland District and the District of New Castle, north sixteen degrees west thirty-three miles; then north seventy-four degrees east sixty-one miles, more or less, to a division line produced north sixteen degrees west from the north-east angle of the Township of Bedford; then north sixteen degrees to the Ottawa or Grand River; then down the said river to the north-west angle of the Township of Nepean; then south sixteen degrees east fifteen miles, more or less, to the north-east angle of the Township of Marlborough; then south fifty-four degrees west to the north-west angle of the Township of Crosby; then south seventy-four degrees west sixty-one miles, more or less, to the place of beginning; containing two millions seven hundred and forty-eight thousand acres, more or less; and the said Nawacamigo, Anteniwayway, Kabiatwaybigebe, Wabukeek, Shiwitagan, Kotouche, Nawakeshecom, Shawondais, Kiwaishe, Nibinowinin, Kakekijick, Papewon, Wobekenense, Nagonseway, Ketchegam, Kamanyouweney, Shebeshe, Nakawagan, Wobasek, as well for themselves as for the Mississagua Nation, inhabiting and claiming the said tract of land as above described, do freely and voluntarily surrender and convey the same to His Majesty, His heirs and successors, without reservation or limitation in perpetuity. And the said John Ferguson, in behalf of His Majesty, His heirs and successors, does hereby promise and agree to pay to the said Nation of Indians, inhabiting the said tract as above mentioned, yearly and every year for ever the said sum of six hundred and forty-two pounds ten shillings, Province currency, in goods at the Montreal price, which sum the said Chiefs and Principal people, parties hereunto, acknowledge as a full consideration for the lands hereby sold and conveyed to His Majesty, His heirs and successors.



(sd.) Nawacamigo	his X mark	Pejatojeck	his X mark
Antenawayway	his X mark	Papewan	his X mark
Habratoawaybiyobe	his X mark	Nabeckaranso	his X mark
Habakeet	his X mark	Naganasaway	his X mark
Shonitagan	his X mark	Shobrashee	his X mark
Nawaguis Horn	his X mark	Naiguakam	his X mark
Shawandais	his X mark	Nabanzick	his X mark



DIST. of NEWCASTLE

N. 16.00' W. 38 Miles

MIDLAND

Yellow

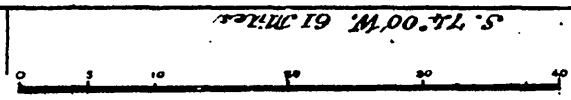
N. 75.00' E. 61 Miles

N. 16.00' W. 38 Miles

JOHNSTOWN DIST.

N. 00.75' S

Newdon



Beaford

Crosby

Signed, Sealed, and delivered
in presence of us

(sd.) J. P. Hawthorn Major 68th Regt. & Lt. Col.
 Mrs. Smyth. Lieut. 68th Regt.
 John Ferguson I.I.D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above mentioned, in Kingston aforesaid.

Signed, sealed and delivered in the presence of: }

D. WASHBURN,
HENRY MURNEY,
BENJAMIN FAIRFIELD, Jr.,

JOHN FERGUSON,
on behalf of the Crown,

[L.S.]

PAPIWOM, [L.S.]
WOBOKENENSE, [L.S.]
NONGONSEWAY, [L.S.]
KETCHEGOM, [L.S.]
KOMONJEWEWENY, [L.S.]
SHEBESHE, [L.S.]
NAKAWAGAN, [L.S.]
WABOSEK, [L.S.]
NAWACAMIGO, [L.S.]
ANTENEWAYWAY, [L.S.]
ITAWOBENON, [L.S.]
KABIATSIWAYBEGBE, [L.S.]
WOBUKEEK, [L.S.]
SHIWITAGON, [L.S.]
KATOCHE, [L.S.]
NAWAKESHECOM, [L.S.]
SHAWONDAISE, [L.S.]
KIWAISHE, [L.S.]
NITINOWININ, [L.S.]
KAKEKIJICK, [L.S.]

Mississaguas of Bay de Quinté.....	159 persons,	\$1,590
do of Kingston.....	98 do	980

Total.....	257 at 50s., £642, 10s.,	Province currency.
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(A true copy.)

ALEX. McDONELL,
Asst. Secy., I.A.

No. 27½.

THIS INDENTURE, made the twenty-eighth day of November, in the year of Our Lord one thousand eight hundred and twenty-two, between Nawacamigo, Antenewayway, Kabratsiwaybiyebé, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakokijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, the Chiefs and Principal Men of the Mississagua Nation of Indians inhabiting and claiming the tract of land hereinafter mentioned, of the first part, His most Gracious Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the second part, and the Honorable William Claus, of the Town of Niagara, in the District of Niagara, Deputy Superintendent General of Indian Affairs in the Province of Upper Canada, of the third part: Whereas by a certain provisional agreement entered into the thirty-first day of May, in the year of Our Lord one thousand eight hundred and nineteen, between John Ferguson, of the Town of Kingston, in the County of Frontenac, in the Midland District of the Province of Upper Canada aforesaid, acting on behalf of His late Majesty King George the Third, of Blessed Memory, of the one part, and the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebé, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, the Chiefs and Principal Men of the said Mississagua Nation of the

other part, it was agreed that in consideration of an annuity of two pounds and ten shillings of lawful money of the Province aforesaid, payable in goods at the Montreal price, to be well and truly paid by His said late Majesty, His heirs and successors, to each man, woman and child of the said Missisagua Nation and to their posterity forever, provided the number of annuitants at any time should not exceed two hundred and fifty-seven, being the number of persons then composing the said Nation claiming and inhabiting the said tract of land, the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabesek, the Chiefs and Principal Men of the Missisagua Nation aforesaid, as well for themselves as for the said Missisagua Nation of Indians inhabiting and claiming the said tract of land, did freely and voluntarily agree to surrender and convey a certain tract of land hereinafter more particularly mentioned and described, containing about two million seven hundred and forty-eight thousand acres, more or less, unto His said Majesty, His heirs and successors.

NOW THIS INDENTURE, Witnesseth, that in pursuance of the said agreement, and as well in consideration of the said annuity of two pounds and ten shillings, payable in merchandise at the Montreal price, during the life of each annuitant, to each man, woman or child of the said Missisagua Nation of Indians, who at the time of entering into the said agreement claimed and were inhabiting the tract of land hereinafter described and intended to be hereby surrendered to His said Majesty, and to their posterity for ever as aforesaid, as of the sum of five shillings of lawful money of the Province aforesaid to each of them the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandias, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek, in hand well and truly paid by His said Majesty, at or before the sealing and delivery of these presents, the receipt whereof the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek do hereby acknowledge; they the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebe, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewaun, Wabekenense, Naganseway, Ketchegam, Kamenjonweney, Shebeshe, Nacawagan and Wabasek have and each of them hath granted, bargained, sold, released, surrendered, and for ever yielded up, and by these presents do and each of them doth grant, bargain sell, release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being in the Midland and Johnstown Districts of the Province aforesaid, containing by admeasurement two million seven hundred and forty-eight thousand acres, be the same more or less, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is, to say: Commencing at the north-west angle of the Township of Rawdon; then along the division line between the Midland and Newcastle Districts north sixteen degrees west thirty-three miles; then north seventy-four degrees east sixty-one miles, more or less, to a division line produced north sixteen degrees west from the north-east angle of the Township of Bedford; then north sixteen degrees west to the Ottawa or Grand River; then down the said river to the north-west angle of the Township of Nepean; then south sixteen degrees east fifteen miles, more or less, to the north-east angle of the Township of Marlborough; then south fifty-four degrees west to the north-west angle of the Township of Crosby; then south seventy-four degrees west sixty-one miles, more or less, to the place of beginning; together with all woods and waters thereon, and all and singular the rights, privileges, easements, benefits and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto belonging, or in any wise appertaining; and all the estate, right, title, trust, interest, use, claim and demand whatsoever, both at law and in equity, of the said Missisagua Nation of Indians inhabiting

and claiming the said parcel or tract of land. To have and to hold the said parcel or tract of land, hereditaments and premises hereby surrendered and yielded up, or intended so to be, with their and every of their rights, members and appurtenances, unto His said Majesty King George the Fourth, His heirs and successors, to the only proper use, benefit and behoof of His said Majesty, His heirs and successors forever. And the said William Claus, Deputy Superintendent General of Indian Affairs, as aforesaid, on behalf of our said Lord the King, His heirs and successors, doth hereby for himself and his successors in the said office covenant, promise and agree to and with the said Nawacamigo, Anteniwayway, Kabratsiwaybiyebé, Wabakeek, Shewitagan, Kotanche, Nawakeshecom, Shawandais, Kiwaishe, Nibinowinin, Kakekijick, Papewau. Wabckenense, Naganseway, Ketchegam, Kumenjonweney, Shebeshe, Nacawagan and Wabasek, that he, the said William Claus, and his successors in the said office, shall and will well and truly pay, or cause to be paid, unto each man, woman and child of the said Missisagua Nation of Indians who at the time of entering into the said agreement inhabited and claimed the said tract of land, and to their descendants and posterity forever, an annuity of two pounds and ten shillings of lawful money of Upper Canada, in goods and merchandise at the Montreal price, provided always that the number of persons entitled to receive the same shall in no case exceed two hundred and fifty-seven persons, that being the number of persons claiming and inhabiting the said tract at the time of concluding the provisional agreement hereinbefore mentioned.

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

Signed, sealed and delivered in the presence of J. P. HAWKINS, Major 68th Regt. and Lt.-Col., WM. SMYTH, Lieut. 68th Regt., JOHN FERGUSON, I.I.D.	} <table border="0"> <tr><td>NAWACAMIGO, (totem)</td><td>[L.S.]</td></tr> <tr><td>ANTENEWAYWAY, (totem)</td><td>[L.S.]</td></tr> <tr><td>KABRATSIWAYBIYEBE, (totem)</td><td>[L.S.]</td></tr> <tr><td>WABAKEEK, (totem)</td><td>[L.S.]</td></tr> <tr><td>SHEWITAGAN, (totem)</td><td>[L.S.]</td></tr> <tr><td>NAWAQUARKECOM, (totem)</td><td>[L.S.]</td></tr> <tr><td>SHAWANDAIS, (totem)</td><td>[L.S.]</td></tr> <tr><td>PEJEHEJECK, (totem)</td><td>[L.S.]</td></tr> <tr><td>PAPEWAN, (totem)</td><td>[L.S.]</td></tr> <tr><td>WABECKENEME, (totem)</td><td>[L.S.]</td></tr> <tr><td>NAGANASAWAY, (totem)</td><td>[L.S.]</td></tr> <tr><td>SHEBESHEE, (totem)</td><td>[L.S.]</td></tr> <tr><td>NAIQUAKAN, (totem)</td><td>[L.S.]</td></tr> <tr><td>WABANZICK, (totem)</td><td>[L.S.]</td></tr> </table>	NAWACAMIGO, (totem)	[L.S.]	ANTENEWAYWAY, (totem)	[L.S.]	KABRATSIWAYBIYEBE, (totem)	[L.S.]	WABAKEEK, (totem)	[L.S.]	SHEWITAGAN, (totem)	[L.S.]	NAWAQUARKECOM, (totem)	[L.S.]	SHAWANDAIS, (totem)	[L.S.]	PEJEHEJECK, (totem)	[L.S.]	PAPEWAN, (totem)	[L.S.]	WABECKENEME, (totem)	[L.S.]	NAGANASAWAY, (totem)	[L.S.]	SHEBESHEE, (totem)	[L.S.]	NAIQUAKAN, (totem)	[L.S.]	WABANZICK, (totem)	[L.S.]
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NAIQUAKAN, (totem)	[L.S.]																												
WABANZICK, (totem)	[L.S.]																												

No. 27½.

PROVISIONAL AGREEMENT made and entered into at Amherstburg, in the Western District of the Province of Upper Canada, this 26th day of April, in the year of Our Lord one thousand eight hundred and twenty-five, between James Givins, Esquire, Superintendent of Indian Affairs, in behalf of His Majesty George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, &c., &c., &c., of the first part, and Way-way-nosh Osaii-a-wip, Shau-squa-ge-wan, Scho-quo-na, Puck-a-nonce, Ne-gig, Oge-bick-in, Macada-gick-o, Mich-i-ke-ha-bick, Animick-ence, Petaw-wick, Wa-pa-gace, Shaw-wi-ni-penance, Shaw-gi-nosh, Ano-ta-win, Penece-o-quin, Cha-o-ge-man, Chi-ka-ta-yan, Mo-ke-ge-wan and Equoc-ke-gan, Chiefs and Principal Men of that part of the Chippawa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, of the second part, Witnesseth: that for and in consideration of the yearly sum of eleven hundred pounds lawful money of the said Province to be paid as hereinafter mentioned, and subject to the conditions hereinafter expressed, the said party of the second part have freely, fully and voluntarily consented to surrender and convey, and by these presents do

freely, fully and voluntarily surrender and convey to His said Majesty the following territory or tract of land, which may be known as follows: Commencing on the division line between the Home District and the District of London, at the most northerly angle of the District of Gore, being at the distance of fifty miles on a course north fifty degrees west from the outlet of Burlington Bay on Lake Ontario; thence in a course about north eighty-four degrees west so as to strike Lake Huron ten miles and three-quarters north of the mouth of a large river emptying in the said lake, called by Captain Owen, of the Royal Navy, Red River Bason, seventy miles, more or less, to Lake Huron; then southerly along the shore of Lake Huron, crossing the mouth of said river and following the several turnings and windings of the said lake along the water's edge to the River St. Clair; thence southerly down the said river, with the stream, until it intersects the north-west angle of the Shawanoe Township at a hickory tree marked with a broad arrow on two sides, half a chain above the mouth of a small river; thence east along the boundary of said township to the north-east angle thereof, nine hundred and twenty-three chains, more or less; thence north two miles; then in a course about north sixty-two degrees thirty minutes east so as it will intersect the north-west angle of the said Township of London in a straight line, forty-eight miles more or less to the north-west angle of the said Township of London; thence along the northern boundary of the Township of London in a course north sixty-eight degrees thirty minutes east nine hundred and sixty chains, more or less, to the north-east angle of the said township; thence south twenty-one degrees thirty minutes east along the eastern boundary line of the said Township of London to the purchase line in 1796; thence along the said purchase line, being the northern boundary of Oxford and Dorchester north, in a course north sixty-eight degrees thirty minutes east until it intersects the purchase line in 1792, at the Upper Fork of River La Tranche or Thames, near the south-west angle of the Township of Blandford; thence northerly and westerly up and along the eastern edge of the said river against the stream until it intersects the third line, in a south course from the outlet of Burlington Bay, of the said purchase in 1792; thence north along the said purchase line twenty-four miles, more or less, until it intersects the northern boundary line of the said purchase; thence north forty-five degrees east along the said boundary line twenty miles, more or less, to the place of beginning—reserving the following tracts of land, viz.: Four miles square at some distance below the rapids of the River St. Clair, one mile in front by four deep, bordering on the said River St. Clair, and adjoining to the Shawanoe Township; two miles square at the River aux Sable, which empties into Lake Huron, and two miles at Kettle Point, Lake Huron, containing twenty-three thousand and fifty-four acres, more or less, leaving two millions seven hundred and fifty-six thousand nine hundred and sixty acres more or less, for the contents of the purchase. And the said party of the second part, as well for themselves as for that part of the said Chippawa Nation of Indians inhabiting and claiming the territory or tract of land as hereinbefore described, do freely, fully and voluntarily surrender and convey the same and every part and parcel thereof to His said Majesty, His heirs and successors, without reservation or limitation, in perpetuity; and the said party of the first part, in behalf of His said Majesty, does hereby covenant, promise and agree to pay, or cause to be paid, to the said party of the second part, in manner following, viz.: It is agreed by the contracting parties aforesaid that the aforesaid Chippawa Nation inhabiting and claiming the territory or tract of land as aforesaid is composed of four hundred and forty individuals, each of whom shall be entitled to share equally in the said yearly sum of eleven hundred pounds lawful money as aforesaid, to be paid in goods at the Montreal price, which annuity shall continue to be paid at the rate now fixed on, unless it shall happen that the number of annuitants shall by death or removals fall below half the aforesaid number, in which case the annuity shall be reduced one-half, and continue so reduced until the residue shall in like manner be reduced by one-half, when the annuity shall also decrease in the same proportion, the same principle continuing to prevail. And which said annuity in manner and form as aforesaid the said party

of the second part do hereby acknowledge as a full remuneration for the territory or tract of land hereby sold and conveyed to His said Majesty.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals the day and year herein first above mentioned, and in the sixth year of His Majesty's reign.

Signed, sealed and delivered (being first read and explained) in the presence of :

R. B. COLES,
Major 76th Regt. Comg.,

W. BAMPTON,
Capt. 76th Regt.,

J. KENNEDY,
Lt. 76th Regt.,

R. RICHARDSON,
Surgeon Indian Dept.,

J. B. CLENCH,
Clerk Indian Affairs.,

GEORGE F. RAPP,
Interpreter, Indian Dept.,

JOS. ST. GERMAIN,
Interpreter, Indian Dept.

JAMES GIVINS,
on the part of the Crown [L.S.]

WAY-WAY-NOSH, (totem) [L.S.]

OSAW-A-WIP, (totem) [L.S.]

SHOWSQUAGEWAN, (totem) [L.S.]

SHOQUONA, (totem) [L.S.]

PUCKENEUSE, (totem) [L.S.]

NEGIG, (totem) [L.S.]

OGE-BICK-IN, (totem) [L.S.]

MACADAGICKO, (totem) [L.S.]

MICHIKEHABECK, (totem) [L.S.]

ANIMICKENCE, (totem) [L.S.]

PETAW-WICK, (totem) [L.S.]

WA-PA-GACE, (totem) [L.S.]

SHAW-WINE-PENENCE, (totem) [L.S.]

SHAWGINOSH, (totem) [L.S.]

ANOTOWIN, (totem) [L.S.]

PENENCE-O-QUIN, (totem) [L.S.]

CHAUGE-MAN, (totem) [L.S.]

CHIKATAYAN, (totem) [L.S.]

MOKEGEWAN, (totem) [L.S.]

EQUOIKEGAN, (totem) [L.S.]

No. 28.

P. MAITLAND.

PROVINCE OF UPPER CANADA.

GEORGE THE FOURTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come,—GREETING :

KNOW YE, that We, of Our special grace, certain knowledge, and mere motion, have given and granted, and by these presents do give and grant unto the Honorable William Claus, of the Town of Niagara, in the County of Lincoln, in the Niagara District, Deputy Superintendent General of Indian Affairs, as heir-at-law of his late mother, Anne Claus, widow of Colonel Daniel Claus, deceased, his heirs and assigns forever, all that parcel or tract of land situate in the Township of Hawkesbury, Eastern Division, in the County of Prescott, in the Ottawa District, in our said Province, containing by admeasurement five thousand acres, be the same more or less, being lots Nos. fourteen, fifteen, seventeen, eighteen, nineteen, twenty-four, twenty-five, twenty-six, in the fourth concession; lots Nos. thirteen, fourteen, fifteen, sixteen, eighteen, twenty, twenty-one, twenty-two, twenty-three and twenty-five in the fifth concession; and lots Nos. 14, 15, 17, 18, 19, and twenty-one, in the sixth concession of the said township, together with all the woods and waters lying and being under the reservations, limitations and conditions hereinafter expressed; which said five thousand acres are butted and bounded, or may be otherwise known as follows, that is to say: Commencing in front of the said concessions at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in the rear of the said concessions; then north sixty-five degrees west

nineteen chains, more or less, to the western limit of each lot; then north twenty-five degrees east one hundred and five chains, more or less, to the allowance for road in front of the said concessions; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot.

JOHN B. ROBINSON,
Atty. Genl.

Recorded 17th April, 1826. }

To have and to hold the said parcel or tract of land, hereby given and granted to him the said William Claus, his heirs and assigns forever; saving, nevertheless, to Us, Our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saving and reserving to Us, Our heirs and successors, all white pine trees that shall or may now or hereafter grow, or be growing on any part of the said parcel or tract of land hereby granted as aforesaid.

Provided also, that no part of the parcel or tract of land hereby given and granted to the said William Claus and his heirs be within any reservation heretofore made and marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful Deputy, in which case this our grant for such part of the land hereby given and granted to the said William Claus and his heirs forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding. Provided also, that the said William Claus, his heirs or assigns, shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land, a good and sufficient dwelling house, he, the said William Claus, or his assigns, not having built, or not being in his or their own right, lawfully possessed of a house in our said Province, and be therein, or cause some person to be therein resident for and during the space of three years then next ensuing the building of the same. Provided also, that if at any time or times hereafter the land so hereby given and granted to the said William Claus and his heirs shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed of sale, conveyance, enfeoffment or exchange, or by gift, inheritance, descent, devise or marriage, such person or persons shall within twelve months next after his, her or their entry into and possession of the same, take the oaths prescribed by law before some one of the Magistrates of our said Province, and a certificate of such oath having been so taken shall cause to be recorded in the Secretary's Office of the said Province. In default of all or any of which conditions, limitations and restrictions, this said grant, and everything herein contained, shall be, and we hereby declare the same to be null and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to, and become vested in Us, Our heirs and successors, in like manner as if the same had never been granted, anything herein contained to the contrary thereof in anywise notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled, 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province'" it is declared that no grant of lands hereafter made shall be valid or effectual unless the same shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province, in respect of the lands to be thereby granted.

Now KNOW YE, that We have caused an allotment or appropriation of seven hundred and fourteen and two-sevenths to be made in lots Nos. five, twelve, nineteen and twenty-six in the fifth concession of the said Township of Hawkesbury.

Given under the Great Seal of Our Province of Upper Canada.

Witness Our trusty and well-beloved Sir Peregrine Maitland, K.C.B., Lieutenant-Governor of Our said Province and Major General Commanding Our Forces therein,

at York, this twelfth day of April, in the year of Our Lord one thousand eight hundred and twenty-six, and sixth year of our reign.

By command of His Excellency in Council. P.M.

D. CAMERON, *Secy.*

O. C. 11th March, 1826.—Under the administration of Sir P. Maitland, K.C.B., Lieutenant Governor, for aforesaid 5,000 acres, in lieu of 5,000 erroneously granted to the late Anne Claus, which have been recently surrendered to the Crown—Patent gratuits.

Entered with the Auditor, 14th April, 1826.

S. HEWARD,

Auditor General, U.C.

PROVINCIAL REGISTRAR'S OFFICE,

MONTREAL, 18th May, 1847.

I hereby certify that the within is a true and correct copy of the record of the original grant as entered on the records of this office in Lib. B.F., Folio 334.

R. A. TUCKER,

Registrar.

No. 28½.

To all to whom these presents shall come.

WE, the Sachems and Chief Warriors of the Six Nations of Indians, inhabiting and owning the lands situate, lying and being on the Grand or River Ouse, in the County of Haldimand, in the Province of Upper Canada, send greeting.

Whereas His late Majesty did by a certain instrument, bearing date the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto us upon the banks of the said river running into Lake Erie six miles deep from each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river.

And whereas our brother, the late Captain Joseph Brant, Thayendaneaga, Sachem and Chief Warrior of the said Six Nations, our true and lawful attorney, did, by an indenture of lease, secure unto Jemima Stewart, of the Town of Niagara, in the District of Niagara, widow, and Sarah Ruggles, of the County of Haldimand (wife of William Ruggles), daughters of Brant Johnson, our Brother Sachem and Chief Warrior, a certain tract of the said land on the south side of the said river. And whereas our said Brother Sachem and Chief Warrior, the said Brant Johnson, served during all the old French War as well as that of the Rebellion, and removed with us to this country from our lands on the Mohawk River, and continued with us until his death. And we the said Sachems and Chief Warriors well knowing his losses and sufferings in common with ourselves, have this day in General Council, as a manifestation of our love and esteem for our departed brother warrior, unanimously determined to surrender to His Majesty the said tract of country, in order that the same may be more effectually secured to his children, the said Jemima Stewart and Sarah Ruggles, their heirs and assigns, by letters patent under the Great Seal of this Province. Now know ye, that for the said good causes, and of our love and affection for the children of our said Brother Sachem and Chief Warrior, we, the said Sachems and Chief Warriors in General Council of our Nations, have, and each of us hath, surrendered, relinquished and yielded up, and by these presents do and each of us doth surrender, relinquish and yield up unto our Sovereign Lord the present King's Most Excellent Majesty, His heirs and successors, all that certain parcel or tract of land, situate, lying and being on the south side of the said Grand or River

Ouse, in the County of Haldimand, in the District of Gore, in the said Province, and being within the limits of our said grant, containing by admeasurement fourteen hundred acres, more or less, and which is butted and bounded as follows, that is to say: Commencing on the south side of the said river at the easterly angle of lands owned by Elizabeth Clench at the water's edge; then south sixty-five degrees west one hundred and six chains; then south twenty-seven degrees west one hundred and sixty chains; then south sixty-two degrees and thirty minutes east one hundred and twenty chains; then north twenty-seven degrees and thirty minutes east one hundred and sixty chains; then north sixty-five degrees east sixty-two chains, more or less, to the said Grand River; then up the said river against the stream, its several courses and windings, to the place of beginning. And also all the estate, right, title, interest, reversion, remainder, property, claim and demand whatsoever of us the said Sachems and Chief Warriors of, in, to or out of the same or any part thereof or parcel of the same: For the express purpose and to the intent that the same, and every part thereof, may be confirmed by Letters Patent from His Majesty, under the Great Seal of this Province, to the said Jemima Stewart and Sarah Ruggles, their heirs and assigns for ever (as tenants in common and not as joint tenants).

IN WITNESS WHEREOF, we, the said Sachems and Chief Warriors of the Six Nations have, in General Council, hereunto set our hands and seals this fourth day of August, in the year of Our Lord one thousand eight hundred and twenty-six.

Signed, sealed and delivered }
in presence of: }

W. CLAUS,

Dy. Supt. Genl. Ind. Affairs,

BENJ. FAIRCHILD, *I. D.,*

J. B. CLENCH,

Clerk of Ind. Affairs.

D. MACKAY,

Capt. 70th Foot, Comg.,

THOS. HANDCOCK,

Asst. Chap. to the Forces,

A. GARRETT,

Lt. H.P. 49th Regt. Bark. Master.

OGHNAWERA, [L.S.]

DEYONHIEHGWEH, [L.S.]

OREHREGOWAH, ^{his} x [L.S.]

SKAYONWIYOH, ^{his} x [L.S.]

SAKAYENKWARAGHTON, ^{mark.} x [L.S.]

AWENNARAS, ^{his} x [L.S.]

KAWENEASERONTON, ^{mark.} x [L.S.]

OTGODAGENTON, ^{his} x [L.S.]

SKANAWATI, ^{mark.} x [L.S.]

KANEYAHREORE, ^{his} x [L.S.]

ANAYEH, ^{mark.} x [L.S.]

JOROHYORON, ^{his} x [L.S.]

DEHEANAKARINE, ^{mark.} x [L.S.]

SKARIWATI, ^{his} x [L.S.]

DEKAEAYONH, ^{mark.} x [L.S.]

OJAKEHTE, ^{his} x [L.S.]

mark. x [L.S.]

mark. x [L.S.]

mark. x [L.S.]

mark. x [L.S.]

ONWANĒKOBĒHAWĪĪ, X	his mark.	[L.S.]
NIHANSEANAĀH, X	his mark.	[L.S.]
DEWADĪRON, X	his mark.	[L.S.]
THANATHĒAREA, X	his mark.	[L.S.]
ATTASERONNE, X	his mark.	[L.S.]
THARONTEKHA, X	his mark.	[L.S.]
TSINONDAWERON, X	his mark.	[L.S.]

No. 29.

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

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

And whereas it was, at the said Council, concluded upon and agreed between James Givins, Esquire, Superintendent of Indian Affairs, acting in behalf of His said Majesty in the premises, and the Chiefs and Principal Men of the said Nation of Indians assembled at the said Council, that the parcel or tract of land hereinafter particularly described should, for the consideration herein set forth, be surrendered and for ever yielded up by the said Nation of Indians to His Majesty, His heirs and successors, and a provisional agreement was for that purpose made and executed by the said James Givins, Esquire, and the Chiefs and Principal Men of the said Nation of Indians, bearing date the said twenty-sixth day of April, in the year aforesaid.

And whereas, the tract of land intended and agreed to be surrendered as aforesaid has been since accurately surveyed, so that the same, as well as certain small reservations expressed to be made by the said Indians from and out of the said tract for the use of themselves and their posterity, can now be certainly defined. Now this Indenture witnesseth that Wawanosh, Osawip, Shashawinibisie, Pukmince, Negig,

Cheebikan, Mukatuokijigo, Mshikinaibik, Animikmce, Peetautick, Shawanipinissie, Saganash, Anottowin, Pinessiwagum, Shaionkima, Chekateyen, Mokeetchiwan and Quaikeegon, Chiefs and Principal Men of that part of the Chippewa Nation of Indians inhabiting and claiming the territory or tract of land hereinafter described, for and in consideration of the annual sum or payment of one thousand and one hundred pounds of lawful money of the Province of Uppér Canada, to be paid by His Majesty, His heirs and successors to the said Indians and their posterity in each and every year in the manner hereinafter mentioned, have, and each of them hath granted, bargained, sold, surrendered, released and yielded up, and by these presents do, and each of them doth for themselves and on behalf of the said Nation of Indians whom they represent grant, bargain, sell, surrender, release and yield up unto our Sovereign Lord the now King, His heirs and successors, all and singular that certain parcel or tract of land in the Western District and District of London, in the Province of Upper Canada, bounded on the west by Lake Huron and the River St. Clair, on the north by unconceded lands; on the east by the District of Gore and the Home District, and on the south by lands heretofore conceded to the Crown, which said tract of lands intended to be hereby granted and surrendered is butted and bounded, or may be otherwise known as follows, that is to say: Commencing in the division line between the Home District and the District of London at one of the most northerly angles of the District of Gore, being at the distance of fifty miles (on a course north forty-five degrees west) from the outlet of Burlington Bay on Lake Ontario; then on a course about north eighty-four degrees west (so as to strike Lake Huron ten miles and three quarters of a mile north of the mouth of a large river emptying into the said lake, called by Capt. Owen, of the Royal Navy, Red River Basin) seventy miles, more or less, to Lake Huron; then southerly along the shore of Lake Huron, crossing the mouth of the said river, and following the several turnings and windings of the said lake along the water's edge to the river St. Clair; thence southerly down the said river with the stream until it intersects the north-west angle of the Shawnese Township (now the Township of Sombra), at a hickory tree marked with a broad arrow on two sides, half a chain above the mouth of a small river; thence east along the northern boundary of the said township to the north-east angle thereof, nine hundred and twenty-three chains, more or less; thence north two miles; thence on a course about north sixty-two degrees thirty minutes east (so as it will intersect the north-west angle of the Township of London on a straight line) forty-eight miles, more or less, to the north-west angle of the Township of London; thence along the northern boundary of the Township of London on a course north sixty-eight degrees thirty minutes east nine hundred and sixty chains, more or less, to the north-east angle of the said township; then south twenty-one degrees thirty minutes east along the eastern boundary line of the said Township of London to the purchase line in 1796; thence along the said purchase line (being the northern boundary of Oxford and Dorchester North) on a course north sixty-eight degrees thirty minutes east until it intersects the purchase line in 1792, at the Upper Forks of the River La Tranche or Thamos, near the south-west angle of the Township of Blandford; thence northerly and westerly up and along the eastern edge of the said river against the stream until it intersects the third line on a south course from the outlet of Burlington Bay of the said purchase in 1792; thence north along the said purchase line twenty-four miles more or less, until it intersects the northern boundary line of the said purchase; then north forty-five degrees east along the said northern boundary line twenty miles, more or less, to the place of beginning—containing two million two hundred thousand acres, more or less, saving, nevertheless, and expressly reserving to the said Nation of Indians and their posterity at all times hereafter, for their own exclusive use and enjoyment, the part or parcel of the said tract which is hereinafter particularly described, and which is situate at the mouth of the River aux Sable, on Lake Huron that is to say, beginning at the north-west angle of the reserve at the water's edge, at the distance of one chain seventy-two links (on a course north twenty-eight degrees west) from where a large cedar post squared and marked to the east "Reserve," to the west "12th October,

1826," and to the north "M. Burwell, Depy. Surveyor," has been planted well in the sand on the hillock; then from the place of beginning on Lake Huron south twenty-eight degrees east eighty chains, one mile post-marked; then on the same course eighty-chains, two miles post marked; thence along the same course eight chains, to the rear of the reserve at its south-west angle, where stands a large elm tree squared and marked on the north and east sides "Reserve"; thence north sixty-two degrees east eighty chains, one mile post marked; thence on the same course eighty chains, two miles, to the post of black ash squared, marked and witnessed; then north twenty-eight degrees west eighty chains, one mile post marked; then on the same course seventy-six chains eighty-five links to a cedar post squared and marked on the west "Reserve," and on the east "1826"; thence on the same course one chain eighty links to the water's edge of Lake Huron; thence westerly along the shore of the said lake to the place of beginning, containing two thousand six hundred and fifty acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated at Kettle Point, on Lake Huron, that is to say: Beginning at the water's edge at the north-east angle, at the distance of two chains (on a course north) from where a large cedar post has been planted in the sand bank, squared and marked on the west "Reserve," and on the east "October, 1826"; thence from the place of beginning on Lake Huron, south eighty chains (one mile post marked); thence on the same course eighty chains (two miles post marked); thence on the same course four chains fifty links to the south-east angle of the reserve, at which is planted a large black ash post squared, and marked "Reserve" on two sides and "1826" on the east and south sides, and witnesses marked all round it; thence west eighty chains (one mile post marked); thence on the same course forty-six chains ninety links, to the shore of Lake Huron (coming out two chains southerly from the entrance of a creek into the bay), where a large ironwood post squared and marked has been planted; thence northerly and easterly along the shore of Lake Huron, following its several turnings and windings round Kettle Point to the place of beginning, containing two thousand four hundred and forty-six acres; and also all that certain other part or parcel of the said tract which is hereinafter more particularly described, and which is situated on the River St. Clair below the rapids, that is to say: Beginning at the south-west angle of the reserve at the water's edge of the River St. Clair at the distance of fifty-eight links (on a course north eighty-nine degrees thirty-three minutes west), from where a large red elm post has been planted in the side of the bank, squared and marked to the north "Reserve" to the east "1826," and a broad arrow standing fifty-eight links from the water's edge; then south eighty-nine degrees thirty-three minutes east eighty chains, one mile post marked; thence on the same course eighty chains two miles and a post marked; thence on the same course eighty chains, three miles post; thence on the same course eighty chains, four miles post marked; thence on the same course eighty chains, five miles post marked; thence on the same course two chains fifty links to the south-east angle of the reserve, at which is planted a large white oak post, squared and marked "Reserve" on the north and west, and "1826" on the south and east; thence north twenty-seven minutes east eighty chains, one mile post marked; thence on the same course eighty chains, two miles post marked; thence on the same course eighty chains, three miles post marked; thence on the same course eighty chains, four miles, where a large black ash corner post has been planted, squared and marked on the south and west "Reserve" and on the north and east "1826," with witnesses marked all round; thence north eighty-nine degrees thirty-three minutes west eighty chains, one mile post marked; thence on the same course eighty chains, two miles post marked; thence on the same course fifty-six chains ninety links to a large white oak post, squared and marked on the east and south "Reserve," on the north "1826," with a broad arrow, and on the west "M. Burwell, Depy. Surveyor, 30th October, 1826;" thence on the same course fifty-five links to the River St. Clair; thence southerly along the shore of the said river, with the stream, to the place of beginning—containing ten thousand two hundred and eighty acres.

And also all that other certain part or parcel of the said tract which is herein after more particularly described, and which is situate on the River St. Clair, adjoining the northern boundary of the Township of Sombra, that is to say: Beginning at the edge of the River St. Clair and at the north-west angle of the Township of Sombra; then north eighty-eight degrees eighteen minutes east eighty chains, one mile post marked; then on the same course eighty chains, two miles post marked; thence on the same course eighty chains, to a post marked three miles; thence on the same course seventy-three chains thirty-six links to the south-east angle of the reserve, at which a large black ash post has been planted and marked; thence north one degree forty-two minutes east eighty chains, one mile, to the north-east corner of the reserve, at which a large white oak post has been planted, squared and marked with witnesses marked around it; thence south eighty-eight degrees eighteen minutes west eighty chains, post marked one mile; thence on the same course eighty chains to a post marked two miles; thence on the same course eighty chains to a post marked three miles; thence on the same course to a post marked four miles; thence on the same course nine chains forty links to a large white oak post, squared and marked, and witnesses marked all around it, for the north-west corner of the reserve; then on the same course sixty links, descending to the River St. Clair; then southerly along the shore of the said river with the stream to the place of beginning—containing two thousand five hundred and seventy-five acres, which said four reserved tracts, hereinbefore described, contain together seventeen thousand nine hundred and fifty one acres, leaving of the tract of land first herein described two million one hundred and eighty-two thousand and forty-nine acres, be the same more or less, hereby surrendered and yielded up to Our Sovereign Lord the King, His heirs and successors, together with all and every of the woods and underwoods, ways, waters, watercourses, improvements, profits, commodities, hereditaments and appurtenances on the said tract of land (saving and excepting the reserved tracts aforesaid) lying and being or thereto belonging, or in anywise appertaining, and also all the estate, right, title, interest, trust, property, possession, claim and demand whatsoever of them, the said Chiefs and Principal Men and of the people of the said Chippewa Nation of Indians and their heirs and posterity forever, of, in, to or out of the said two million and two hundred thousand acres of land (saving and excepting the several reserved tracts aforesaid) with their and every of their appurtenances, to have and to hold all and singular the said two million and two hundred thousand acres of land, with their and every of their rights, privileges, advantages and appurtenances (saving and excepting the several reserved tracts aforesaid) unto Our said Sovereign Lord the now King, His heirs and successors, to the only proper use, benefit and behoof of Our said Sovereign Lord the now King, His heirs and successors forever. And George Ironside, Esquire, Superintendent of Indian Affairs within the Province of Upper Canada, doth hereby, for and on behalf of Our said Lord the King, His heirs and successors, promise, declare and agree that there shall be paid yearly and every year in perpetuity to the said Indians of the Chippewa Nation now inhabiting the said tract, and to their posterity, the sum of one thousand and one hundred pounds of lawful money of Upper Canada in goods at the prices usually paid for the time being for such goods in the city of Montreal, in the Province of Lower Canada; provided always, and it is expressly understood and agreed by the said Chiefs and Principal Men of the said Indians, that the annuity aforesaid shall be paid in manner following, that is to say: In the delivery or distribution of the said goods each individual composing that part of the Chippewa Nation which has heretofore inhabited and claimed the said tract hereby surrendered and each individual of their posterity shall be entitled to an equal share; and that if it shall happen hereafter that by death or removal the number of such individuals which it is declared and agreed by the said Chiefs or Principal Men of the said Indians does at the time of the execution of this surrender amount to four hundred and forty, shall fall below half of their said present number, then the said annuity shall be thenceforth reduced one-half, and continue so reduced until and unless it shall happen that

the residue shall in like manner be thereafter reduced by one-half, when the said annuity shall be thenceforth reduced in the same proportion, and that the same principle shall continue to prevail; provided however that there shall be no reduction of the said annuity by reason of any decrease of numbers, so long as the said Indians or their posterity equal in number one-half of the number entitled to claim by the last preceding numeration, and that the said annuity shall in every case be distributed among the said Indians in the manner hereinbefore mentioned, which said annuity to be paid as aforesaid, the said Chiefs and Principal Men do hereby acknowledge to be the full consideration to be received by the said Indians for the said parcel or tract of land hereby fully, freely and voluntarily surrendered to His Majesty. And it is further by these presents declared that the diagram or map to this deed annexed shall be considered as exhibiting the tract or parcel of land intended to be hereby surrendered, with the several tracts hereinbefore described as reserved from the same to the use of the said Indians and their posterity.

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

Signed, sealed and delivered in the presence of:

JOS. DE LA HAY, *Capt. 70th Regt.,
Comdg.,*
WM. TAYLOR, *Lt. 70th Regt.,*
H. D. C. DOUGLAS, *Lt. R. N.,*
M. P. BAILEY, *D. A.*

GEO. IRONSIDE, <i>S. I. A.</i>	[L.S.]
WAWANOSH, (totem)	[L.S.]
OSAWIP, (totem)	[L.S.]
SHASHAWINIBISIE, (totem)	[L.S.]
PUKININCE, (totem)	[L.S.]
NEGIG, (totem)	[L.S.]
CHEEBICAN, (totem)	[L.S.]
MUKATUOKIJIGO, (totem)	[L.S.]
MSHIKINAIBIK, (totem)	[L.S.]
ANIMIKINCE, (totem)	[L.S.]
PEETAWTICK, (totem)	[L.S.]
SHAWANIPINISSIE, (totem)	[L.S.]
SAGANASH, (totem)	[L.S.]
ANNOTOWIN, (totem)	[L.S.]
PINESSIWAGUM, (totem)	[L.S.]
SHAIOWKIMA, (totem)	[L.S.]
CHEKATEYAN, (totem)	[L.S.]
MOKEETCHEWAN, (totem)	[L.S.]
QUAIKEEGON, (totem)	[L.S.]

AMHERSTBURG, 10th July, 1827.

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

Witness:

JOS. DE LA HAY,
Capt. 70th Regt. Comdg.

WAWANOSH, (totem)	[L.S.]
OSAWIP, (totem)	[L.S.]
SHASHAWINIBISIE, (totem)	[L.S.]
PUKININCE, (totem)	[L.S.]
NEGIG, (totem)	[L.S.]
CHEEBICAN, (totem)	[L.S.]
MUKATWOKIGIGO, (totem)	[L.S.]
MSHIKINAIBIK, (totem)	[L.S.]
ANIMIKINCE, (totem)	[L.S.]
PEETAWTICK, (totem)	[L.S.]
SHAWANIPINISSIO, (totem)	[L.S.]
SAGANASH, (totem)	[L.S.]
ANNOTOWIN, (totem)	[L.S.]
PINESSIWAGUM, (totem)	[L.S.]
SHAIOWKIMA, (totem)	[L.S.]
CHEKATEYAN, (totem)	[L.S.]
MOKEETCHIWAN, (totem)	[L.S.]
QUAIKEEGON, (totem)	[L.S.]

No. 30.

THIS INDENTURE, made the nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty, between Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shorياهوwane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanouhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup, and Henry A. Hill, the Sachems and Chiefs of the Six Nations of Indians, done at our Council fire, of the one part, and our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth, that in consideration of the sum of five shillings of lawful money of Upper Canada by Our said Sovereign Lord the King well and truly paid to the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shorياهوwane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanowhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup and Henry A. Hill, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shorياهوwane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderieyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanouhgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup, and Henry A. Hill have and each of them hath granted, bargained, sold, released, surrendered and yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and yield up unto Our said Sovereign Lord the King, His heirs and successors, all that certain parcel or tract of land situate, lying and being in the County of Wentworth, in the District of Gore, containing by estimation eight hundred and seven acres, be the same more or less, and which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing where a stake has been planted on the north side of the road leading from the Grand River bridge through the village of Brantford towards Ancaster, now called Colborne street, and fifty links on a line bearing north five degrees thirty minutes west magnetically from the north-west angle of the Mohawk Parsonage ground; thence north eighteen degrees thirty minutes east magnetically; seventy-nine chains forty-five links, more or less, to a white oak tree; thence south eighty-four degrees thirty minutes west magnetically eighty-two chains twenty-eight links, more or less, to where a stake has been planted on the eastern boundary line of William Kenedy Smith's land; thence south twenty-seven degrees thirty minutes west magnetically along the said boundary line fifty nine chains twenty-six links, more or less, to a certain stone, and northern extremity of Robert Biggar's land; thence south fifteen degrees west magnetically along the eastern boundary line of the said Robert Biggar's land twenty-eight chains fifty links, more or less, to where a stake has been planted at high water mark on the north side of the Grand River, or Ouse; thence along the northern bank of the said river with the stream to a certain white oak tree standing at high water mark sixty-four links below the outlet of Nathan Gage's saw-mill race; thence north twenty-five degrees fifteen minutes east magnetically twenty four chains thirty links, more or less, to where a stake has been planted at high water mark on the south bank of a certain cove; thence along the south bank of the said cove with the stream fourteen chains eight links, more or less, to a cluster of soft maple trees; thence north thirty-four degrees forty minutes east magnetically eight chains, more or less, to a certain white oak tree standing on the summit

of the main bank on the north side of the said cove; then north five degrees thirty minutes west magnetically seven chains fifty-five links, more or less, to within four chains of the south side of the aforesaid road, or Colborne street; thence north eighty-four degrees thirty minutes east magnetically, and parallel to the said road or street, forty-five chains four links, more or less, to the eastern limit of the said Mohawk Parsonage ground; thence north five degrees thirty minutes west magnetically five chains, more or less, to the place of beginning. Together with all the woods and waters thereon standing or being, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, either at law or in equity, of them the said Jacob Ayonghwahtha, Henry Brant Dekanagwasen, Jacob Shoriahowane, Lawrence Tharon-tenh-tha, Icak Teghennakarine, Moses Shohsgoarowane, Joseph Dwaserage, Petter Kanongwaheye, Otatseghte, Waderiyos, Awennoxsonton, Teghatkahthos, Skanawatigh, Onesehaen, Skayentaken, Oghnawara, Oghronhregowa, Kahnehdage, Kanoughgeritawi, Kanayegh, Dekenyough, Dewatiron, Deyotoreghgon, Skawenatigh, Kahwisdanoro, Dekarahgwen, Dayekawehe, Kayonanoron, Teatup and Henry A. Hill, of, in, to or out of the same, to have and to hold the said parcel or tract of land and premises hereby granted, surrendered and yielded up unto Our said Sovereign Lord the King, His heirs, successors and assigns, to the only proper use, benefit and behoof of Our said Lord the King, His heirs, successors and assigns, forever.

IN WITNESS WHEREOF, we, the said grantors, have to these presents set our hands and seals the day and year above written.

Signed, sealed and delivered in presence
of:

J. BRANT, *Supt. Six Nations,*
W. HOLME, *J.P.,*
JAMES RACEY, *J.P.,*
LEWIS BURWELL,
JOHN NORTON.

JACOB AYONGHWATHA,	his x mark	[L.S.]
HENRY BRANT	his x mark	[L.S.]
JACOB SHORIAHOWANE,	his x mark	[L.S.]
LAWRENCE THARONTENTHA,	his x mark	[L.S.]
ICAK TEGHENNAKARINE,	his x mark	[L.S.]
MOSES SHOSHGOAROWANE,	his x mark	[L.S.]
JOSEPH DWASERAGE,	his x mark	[L.S.]
PETTER KANONGWAHEYE,	his x mark	[L.S.]
OTATSEGHTA,	his x mark	[L.S.]
WADERIYOS,	his x mark	[L.S.]
AWENNOXSONTON,	his x mark	[L.S.]
TEGHATKAHTHOS,	his x mark	[L.S.]
SKANAWATIGH,	his x mark	[L.S.]
OGHNAWARA,	his x mark	[L.S.]

OGHRONHBEGOWA, X	his mark	[L.S.]
KAHNEHDAGE, X	his mark	[L.S.]
KANOUIGERITAWI, X	his mark	[L.S.]
RANAYEGH, X	his mark	[L.S.]
DEKENYOUGH, X	his mark	[L.S.]
DEWATIRON, X	his mark	[L.S.]
DEYOTOREGHGON, X	his mark	[L.S.]
SKAWENATIGH, X	his mark	[L.S.]
KAHWISDANORO, X	his mark	[L.S.]
DEKARAHGWEN, X	his mark	[L.S.]
DAYEKAWEHE, X	his mark	[L.S.]
KAYONANORON, X	his mark	[L.S.]
TEATUP, X	his mark	[L.S.]
HENRY A. HILL.		[L.S.]

Received from Our Sovereign Lord King George the Fourth, the sum of five shillings of lawful money, being the full consideration money within specified to be paid to us.

Witness:—

J. BRANT,
WM. HOLME, J.P.,
JAMES RACEY, J.P.,
LEWIS BURWELL,
JOHN NORTON.

HENRY A. HILL,
his
JACOB X AYONGHWAGHTHA,
mark.
his
IOAK X TEGHENNAKARINE,
mark.
his
JOSEPH X DWASERAGE,
mark.
his
KAJHNIGHTAGIGH, X
mark.
his
SKAYENTAKEN, X
mark.
his
DEKENYONGH, X
mark.

No. 31.

THIS INDENTURE, made the nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-one, between Jacob Ayonhwahtha, Henry Brant, Shareinhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotonk, Teyoahthighon, Tehayahgwah, Onakarontouh, Strayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkahthohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarandasa, Ioronhyoron, Shawenbatih, Karotshera, Kayonanoran, Deyoronhyogoh, Tekarahgwank, Sachems or Chiefs of the Six Nations of Indians at their Council fire, of the one part, and Our Sovereign Lord, William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King Defender of the Faith, of the other part, Witnesseth: that in consideration of the sum of five shillings of lawful money of Upper Canada, by Our said Sovereign Lord the King, well and truly paid to the said Jacob Ayonhwahtha, Henry Brant, Shareinhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotonk, Teyoahthighon, Tehayahgwah, Onakarontouh, Skayentaken, Stranawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkuhthohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarandasa, Ioronhyoron, Shawenbatih, Karotshera, Kayonanoran, Deyoronhyogoh, Tekarahgwank, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Jacob Ayonhwahtha, Henry Brant, Shareinhowane, Joseph Hess, Sharonteuhtha, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderijohs, Deyohagwente, Kanyengotonk, Teyoahthighon, Tehayahgwah, Onakarontouh, Skayentaken, Skanawatigh, Tehayahgwah, Onakarontouh, Skayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehatkahthohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarandasa, Ioronhyoran, Shawenbatih, Karotshera, Kayonanoran, Deyoronhyogoh, Tekarahgwank, have and each of them hath granted, bargained, sold, released, surrendered and yielded up, and by these presents do, and each of them doth, grant, bargain, sell, release, surrender and yield up unto Our said Sovereign Lord the King, His heirs and assigns, all that certain parcel or tract of land situate, lying and being in the County of Haldimand, in the District of Niagara, containing by estimation twenty thousand six hundred and seventy acres and eight tenths, be the same more or less, and which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing where a stake has been planted at the north-east angle of the said parcel or tract of land on the limit between the Township of Canborough and the lands of the said Six Nations of Indians; and three chains sixty-six links north of Oswego Creek; then south seventy-three degrees west eleven hundred and sixty-six chains forty-five links, more or less, to where a stake has been planted at the north-west angle of the said parcel or tract of land, and six chains seventy-five links south-easterly from the corner between lots number twenty-two and twenty-three in the tenth concession of the Township of Walpole, in the said District of Niagara; then south sixty-two degrees thirty minutes east two hundred and ninety chains, more or less, along the limit between the lands of the said Six Nations of Indians and the Townships of Walpole and Rainham to where a stake has been planted at the south-west angle of the said parcel or tract of land; then north seventy-three degrees east eight hundred and ninety chains thirty-five links, more or less, to where a stake has been planted at the south-east angle of the said parcel or tract of land, and on the limit between the lands of the said Six Nations of Indians and the said Township of Canborough; then north two hundred and eleven chains five links, more or less, to the place of beginning, together with all the woods and waters thereon standing or being, and all the estate, right, title, trust or interest, property, claim and demand whatsoever, either at law or in equity, of them the said Jacob Ayonhwahtha, Henry Brant,

Sharenhowane, Joseph Hess, Sharonteuhta, Teghennakarison, Shohsgoharowane, Aghsigwarisere, Dewatasaryaks, Dekayonwageh, Dewaserageh, Kanongwenya, Dekayennensere, Waderiyohs, Deyohagwente, Kanyenqotonh, Teyoahighgon, Tehayaegwalh, Onakarontouh, Skayentaken, Skanawatigh, Tehaweryahsa, Soap, Tehonatahgwen, Tehalkahthohs, Katagwarason, Kanouhgeridawi, Kahnehtageh, Nikarondasa, Ioronhyoron, Shawenhatih, Karotshera, Kayonanoron, Deyoronhyogoh, Tekarahgwanh, of, into or out of the same. To have and to hold the said parcel or tract of land and premises hereby granted, surrendered and yielded up unto Our said Sovereign Lord the King, His heirs, successors and assigns, to the only proper use, benefit and behoof of Our said Sovereign Lord the King, His heirs, successors and assigns forever.

IN WITNESS WHEREOF we, the said grantors, have to these presents set our hands and seals the day and year above written.

Signed, sealed and delivered in }
presence of }

J. BRANT,

Supt. Six Nations,

WM. HOLME, J.P.

M. WILLSON,

LEWIS BURWELL.

JACOB AYONHWAHTHA,	[L.S.]
HENRY BRANT,	[L.S.]
SHARENHOWANE (totem)	[L.S.]
JOSEPH HESS,	[L.S.]
SHARONTEUHHTA, (totem)	[L.S.]
TEGHENNAKARISON, (totem)	[L.S.]
SHOHSGOHAROWANE, (totem)	[L.S.]
AGHSIGWARISERE, (totem)	[L.S.]
DEWATASARYAKS, (totem)	[L.S.]
DEKAYONWAGEH, (totem)	[L.S.]
DEWASERAGEH, (totem)	[L.S.]
KANONGWENYA,	[L.S.]
DEKAYENNENSERE, (totem)	[L.S.]
WADERIYOHs, (totem)	[L.S.]
DEYOHAGWENTE, (totem)	[L.S.]
KANYENQOTONH, (totem)	[L.S.]
TEYOAHIGHGON,	[L.S.]
TEHAYAHGWAEH, (totem)	[L.S.]
ONAKARONTOUH, (totem)	[L.S.]
SKAYENTAKEN, (totem)	[L.S.]
SKANAWATIGH, (totem)	[L.S.]
TEHAWERYAHSA, (totem)	[L.S.]
SOAP, (totem)	[L.S.]
TEHONATAHGWEN, (totem)	[L.S.]
TEHATKAHTHOHS, (totem)	[L.S.]
KATAGWARASON, (totem)	[L.S.]
KANOUGHGERIDAWI, (totem)	[L.S.]
KAHNEHTAGEH, (totem)	[L.S.]
NIKARONDASA, (totem)	[L.S.]
IORONHYORON, (totem)	[L.S.]
SHAWENHATIH, (totem)	[L.S.]
KAROTSHERA, (totem)	[L.S.]
KAYONANORON, (totem)	[L.S.]
DEYORONHYOGOH, (totem)	[L.S.]
TEKARAHGWANH, (totem)	[L.S.]

No. 32.

THIS INDENTURE, made the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty one, by and between John Johnson Claus, of the Town of Niagara, in the District of Niagara and Province of Upper Canada, Esquire, eldest surviving son and heir-at-law of the late Honorable William Claus, deceased, in his

lifetime Deputy Superintendent General of Indian Affairs in the said Province, of the one part, and the Honorable James Baby, of the Town of York, in the Home District in the said Province, Inspector General of Public Provincial Accounts; the Honorable John Henry Dunn, of York aforesaid, Receiver General of His Majesty's Revenues in the said Province, and the Honorable George Herchmer Markland, of York aforesaid, a member of the Executive and Legislative Councils, of the other part, Witnesseth: that the said John Johnson Claus for and in consideration of the sum of five shillings of lawful money of Upper Canada aforesaid to him in hand paid by the said James Baby, John Henry Dunn and George Herchmer Markland, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the Ottawa District, in the said Province of Upper Canada, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lots numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession; and lots numbers fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the said Township of Hawkesbury, and butted and bounded as follows, that is to say: Commencing in front of the said concessions at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty seven links, more or less, to the allowance for road in rear of the said concessions; then north sixty-five degrees west nineteen chains, more or less, to the western limit of each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concessions; then south sixty-four degrees east nineteen chains, more or less, to the place of beginning in each lot.

To have and to hold the said parcel or tract of land with all and singular, the hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property or demand whatsoever, whether at law or in equity of him the said John Johnson Claus of, in, to and out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances whatsoever. And the said John Johnson Claus for himself and his heirs doth covenant, grant, and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that he, the said John Johnson Claus now is the true, lawful and rightful owner of all and singular, the parcel or tract of land hereinbefore described with the appurtenances and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses, to alter, charge, change, incumber or defeat the same. And also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof, with the appurtenances without the let, trouble, hindrance, molestation, interruption or denial of him the said John Johnson Claus or his heirs, or any other person or persons whomsoever lawfully claiming or to claim by, from or under him, them or any or either of them.

And further, that he, the said John Johnson Claus, and his heirs, and every other person or persons, and his or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said parcel or tract of land hereinbefore mentioned, or any part thereof, by, from or under him, them or any, or

either of them, shall and will at all times hereafter, upon the reasonable request, and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other reasonable act or acts, devices, conveyances and assurances in the law whatsoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land hereinbefore described, with the appurtenances unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, or their counsel, shall be reasonably devised, advised or required.

And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland do hereby for themselves, their executors, administrators and assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them by these presents conveyed, in trust for the sole use, benefit and behoof of the Indians known as the Six Nation Indians, settled by the authority of His late Majesty King George the Third upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity forever, and that all sums of money, and the interest thereof, arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents and profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land, or of any part thereof, made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be, and the same is hereby declared to be by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nation Indians, and their posterity forever.

IN TESTIMONY WHEREOF, the parties to these presents have hereunto subscribed their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in }
 presence of: }
 ROBT. HAMILTON,
 WALTER H. DICKSON.

JNO. CLAUS,
 J. BABY,
 JOHN H. DUNN,
 GEORGE H. MARKLAND.

[L.S.]
 [L.S.]
 [L.S.]
 [L.S.]

I certify that a memorial of the within deed was recorded in the registry office of the Counties of Prescott and Russell at the hour of three in the afternoon of Thursday the first day of September, one thousand eight hundred and thirty-one, in Book No. 5, pages 30, 31, 32; number of memorial, 1258.

RICHARD PHILIPS HOTHAM,
Registrar.

No. 33.

THIS INDENTURE, made this sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, by and between John Johnson Claus, of the Town of Niagara, in the District of Niagara, and Province of Upper Canada, Esquire, eldest surviving son and heir-at-law of the late Honorable William Claus, deceased, in his lifetime Deputy Superintendent General of Indian Affairs, in the said Province, of the one part; and the Honorable James Baby, of the Town of York, in the said Province, Inspector General of Public Provincial Accounts, the Honorable John Henry Dunn, of York, aforesaid, Receiver General of His Majesty's Revenues, in the said Province, and the Honorable George Herchmer Markland, of York, aforesaid, a member of the Executive and Legislative Councils of the said Province, of the other part, Witnesseth: that the said John Johnson Claus, for and in consideration of

the sum of five shillings of lawful money of the Province aforesaid, to him in hand paid by the said James Baby, John Henry Dunn and George Herchmer Markland, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Innisfil, in the County of Simcoe, in the Home District aforesaid, containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one, and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen and twenty-one, in the fourth concession of the said township of Innisfil, which said parcel or tract of land is butted and bounded or otherwise known as follows, that is to say: Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy-three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then north seventy-three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. Also, commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy-three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning in each of the said half lots. To have and to hold the said parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand whatsoever, whether at law or in equity, of him the said John Johnson Claus, of, in, to and out of the same, and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all encumbrances. And the said John Johnson Claus, for himself and his heirs, doth covenant, grant and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators, and assigns that he, the said John Johnson Claus, now is the true, lawful and rightful owner of all and singular the parcel or tract of land hereinbefore described, with the appurtenances, and every part and parcel thereof, and now is lawfully and rightfully seized in his own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses, to alter, charge, change, incumber or defeat the same.

And also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter, forever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof, with the appurtenances, without the let, trouble, hindrance, molestation, interruption or denial of him the said John Johnson Claus, his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim by, from, or under him, them, or any or either. And further, that he the said John Johnson Claus and his heirs, and every other person or persons, and his or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said

parcel or tract of land hereinbefore described, or any part thereof, by, from or under him, them or any or either of them shall, and will at all times hereafter, upon the reasonable request and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make and execute or cause and procure to be made, done and executed all and every such other and further reasonable act or acts, devices, conveyances and assurances in the law whatsoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land hereinbefore described, with the appurtenances, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, or their counsel shall be reasonably devised, advised or required. And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland, do hereby for themselves, their executors, administrators or assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them by these presents conveyed in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled by the authority of His late Majesty Lord King George the Third upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity forever; and that all sums of money and the interest thereof arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents or profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land made by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be and the same is hereby declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nations Indians and their posterity forever.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set and subscribed their hands and seals the day and year first above written.

Signed, sealed and delivered in the
 presence of :
 ROBT. HAMILTON,
 WALTER H. DICKSON.

JNO. CLAUS,
 J. BABY,
 JOHN H. DUNN,
 GEORGE H. MARKLAND.

[L.S.]
 [L.S.]
 [L.S.]
 [L.S.]

I certify that on the 5th day of July, A. D. 1831, at 9 o'clock a. m., a memorial produced of the within indenture for registry is entered and enregistered in the register's office for the county of Simcoe in Libr. B., Folio 68, 69 and 70, Memorial No. 336.

GEORGE LOUNT,
Registrar County Simcoe.

No. 34.

THIS INDENTURE, made this sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, by and between Catherine Claus, of the Town of Niagara, in the District of Niagara and Province of Upper Canada, widow of the late Honorable William Claus, deceased, in his lifetime Deputy Superintendent General of Indian Affairs in the said Province, of the one part; and the Honorable James Baby, of the Town of York, in the said Province, Inspector General of Public Provincial Accounts; the Honorable John Henry Dunn, of York, aforesaid, Receiver General of His Majesty's Revenues in the said Province, and the Honorable George Herchmer Markland, of York, aforesaid, a member of the Executive and Legislative Councils of the said Province, of the other part, Witnesseth; that the said Catherine

Claus, for and in consideration of the sum of five shillings of lawful money of Upper Canada aforesaid to her in hand paid by the said James Baby, John Henry Dunn and George Herchmer Markland, at and before the sealing and delivery of these presents, the receipt whereof she, the said Catherine Claus, doth hereby confess and acknowledge, hath granted, bargained, sold, aliened, released and conveyed, and by these presents doth grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the said Province, containing by admeasurement one thousand two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty, in the third concession of the said Township of Hawkesbury (Eastern Division), together with all the woods, ways and waters thereon lying and being, without limitation, reservation or condition, except such as are contained and expressed in the original grant from the Crown, which said one thousand two hundred acres are butted and bounded, or may be otherwise known as follows, that is to say: Commencing in front of the said concession at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in the rear of said concession; then north sixty-five degrees west nineteen chains; more or less, to the western limit in each lot; then north twenty-five degrees east one hundred and five chains and twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. To have and to hold the said parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property or demand whatsoever, whether at law or in equity, of her the said Catherine Claus, of, in, to and out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all encumbrances whatsoever. And the said Catherine Claus, for herself and her heirs, doth covenant, grant and agree, to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that she the said Catherine Claus now is the true, lawful and rightful owner of all and singular the parcel or tract of land hereinbefore described, with the appurtenances and every part and parcel thereof; and here is lawfully and rightfully seized in her own right of a good, sure, perfect absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, bargained and sold, or intended so to be, without any condition or limitation of use or uses to alter, change, encumber or defeat the same; and also, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time, and at all times hereafter, forever, peacefully and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said parcel or tract of land and every part thereof with the appurtenances, without the let, trouble, hindrance, molestation, interruption or denial of her the said Catherine Claus, or her heirs or any other person or persons whomsoever lawfully claiming or to claim by, from or under her, them, or any, or either of them. And further, that she, the said Catherine Clause, and her heirs, and every other person or persons, and his, her, or their heirs, having or lawfully claiming any estate, right, title, trust or interest of, in or to the said parcel or tract of land hereinbefore described, or any part thereof, by, from or under her, him, them or any, or either of them, shall and will at all times hereafter, upon the reasonable request and at the proper cost and charges of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such other and further reasonable act or acts, devices, conveyances and assurances in the

law whatsoever for the further, better and more perfect granting, conveying and assuring of all and singular the parcel or tract of land herein described, with the appurtenances, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, as by the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, their counsel, shall be reasonably devised, advised or required. And lastly, the said James Baby, John Henry Dunn and George Herchmer Markland, do hereby for themselves, their executors, administrators and assigns, acknowledge and declare that the parcel or tract of land hereinbefore described, and every part thereof, is to them, by these presents, conveyed in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians settled by the authority of His late Majesty, Lord King George the Third, upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity for ever; and that all sums of money and the interest thereof arising from the absolute sale or disposal of the said parcel or tract of land, or of any part thereof, or from the rents and profits of the same, or any part thereof, which shall come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcel or tract of land made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of these presents, shall be and the same is hereby declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid, to and for the sole use and benefit of the said Six Nations Indians and their posterity for ever.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their hands and affixed their seals, the day and date first above written.

Signed, sealed and delivered in }
presence of }
ROBT. HAMILTON,
WALTER H. DICKSON.

C. CLAUS,	[L.S.]
J. BABY,	[L.S.]
JOHN H. DUNN,	[L.S.]
GEORGE H. MARKLAND.	[L.S.]

I certify that a memorial of the within deed was recorded in the registry office of the Counties of Prescott and Russell at the hour of six in the afternoon on Thursday, the first day of September, one thousand eight hundred and thirty-one, in Book No. 5, pages 32, 33 and 34; number of memorial, 1259.

RICHARD PHILIPS HOTHAM,
Registrar.

KNOW ALL MEN BY THESE PRESENTS, that I, John Jackson, of the Township of Innisfil in the County of Simcoe, in the Home District and Province of Upper Canada, Yeoman, am held and firmly bound unto the Honorable John Henry Dunn, of the city of Toronto, in the said Home District, one of the trustees of the Six Nation Indians in the said Province, in the penal sum of one hundred and fifty pounds of lawful money of Upper Canada, for which payment well and truly to be made unto the said John Henry Dunn, his executors, administrators and assigns, I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal and dated this eighth day of December, in the year of Our Lord one thousand eight hundred and forty.

Whereas the said John Jackson hath agreed with the said John Henry Dunn for the purchase of the south half of lot number sixteen in the fourth concession of the said Township of Innisfil, containing by admeasurement one hundred acres, more or less, for the price or sum of sixty pounds of lawful money aforesaid.

Now the condition of this obligation is such, that if the above bounden John Jackson, his executors, administrators or assigns, shall pay or cause to be paid unto the said John Henry Dunn, his executors, administrators or assigns, the said sum of sixty pounds of lawful money as aforesaid and interest, on the days and times, and

in manner following, that is to say: the sum of three pounds twelve shillings, being the interest on the said sum of sixty pounds, computed from the first day of January next ensuing the date hereof annually upon the first day of January in the years of Our Lord one thousand eight hundred and forty-two, and one thousand eight hundred and forty-three; the further sum of twenty pounds of lawful money aforesaid, together with the lawful interest on the said sum of sixty pounds on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-four; the further sum of twenty pounds, together with the lawful interest, on the sum of forty pounds on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-five; and the further sum of twenty pounds, with the lawful interest thereon, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-six. Then this obligation will be null and void. Otherwise to remain in full force, effect and virtue.

Signed, sealed and delivered in the } JOHN JACKSON. [L.S.]
 presence of }
 SAM. P. JARVIS,
 GEORGE VARDON.

KNOW ALL MEN BY THESE PRESENTS that I, William Moore, of the Township of Innisfil, in the County of Simcoe, in the Home District and Province of Upper Canada, yeoman, am held and firmly bound unto the Honorable John Henry Dunn, of the City of Toronto, in the said Home District, Esquire, one of the trustees of the Six Nations Indians, in the said Province, in the penal sum of one hundred and fifty pounds of lawful money of Upper Canada, for which payment to be well and truly made unto the said John Henry Dunn, his executors, administrators or assigns, I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal, and bearing date this sixteenth day of December, in the year of Our Lord 1840.

Whereas, the above bounden William Moore hath agreed with the said John Henry Dunn for the purchase of the south half of lot number nineteen in the fourth concession of the said Township of Innisfil, for the price or sum of sixty pounds of lawful money aforesaid.

Now the condition of this obligation is such that if the above bounden William Moore, his heirs, executors or administrators, shall pay or cause to be paid unto the said John Henry Dunn, his executors, administrators or assigns, the said sum of sixty pounds of lawful money aforesaid, in the manner following, that is to say: The sum of three pounds twelve shillings, being the interest on the said sum of sixty pounds, computed from the first day of January next ensuing the date hereof annually upon the first day of January, in the years of Our Lord one thousand eight hundred and forty-two, and one thousand eight hundred and forty-three; the further sum of twenty pounds of lawful money aforesaid, together with the lawful interest upon the said sum of sixty pounds, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-four; the further sum of twenty pounds, together with interest on the sum of forty pounds, on the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-five; and the further sum of twenty pounds, with the lawful interest thereon, upon the first day of January which will be in the year of Our Lord one thousand eight hundred and forty-six. Then this obligation to be null and void; otherwise to remain in full force, effect and virtue.

Signed, sealed and delivered in } WILLIAM MOORE, [L.S.]
 presence of }
 GEORGE VARDON.

WILLIAM CLARKE, [L.S.]
 his
 FRANCIS LAFOVAY, x [L.S.]
 mark.
 PETER CLARKE, [L.S.]
 his
 SAMUEL SAUNDERS, x [L.S.]
 mark.

Received on the day and year within mentioned of His Majesty, William the Fourth, the sum of five shillings of lawful money of Upper Canada, being the full consideration money within mentioned to be paid to us.

Witness :

J. CLARKE,
Captain 66th Regt., Commandant.

ADAM BROWN,
 his
 JOHN x GOULD,
 mark.
 his
 HARRY x HUNT,
 mark.
 his
 JOSEPH x WARROW,
 mark.
 THOMAS MCKEE,
 JOHN HUNT, JR.,
 ALEX. CLARKE,
 JAMES CLARKE,
 WILLIAM CLARKE,
 his
 FRANCIS x LAFOVAY.
 mark.
 PETER CLARKE,
 his
 SAMUEL x SAUNDERS.
 mark.

No. 36.

THIS INDENTURE, made the 18th day of November, in the year of Our Lord one thousand eight hundred and thirty-three, between Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, the Principal Chiefs, Warriors and people of the Mississagua Nation of Indians, of the one part, and His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part—
 Witnesseth : that for and in consideration of the sum of five shillings of lawful money of the Province of Upper Canada, by His said Majesty to the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, do hereby acknowledge, and of and from the same and every part thereof acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents :

They the said Pathekechick, John Agewains, Jacob Manjequoinchean, Joseph Skunk, James Indian, James Crawford, have, and each and every of them hath granted, bargained, sold, released, surrendered, and forever yielded up and by these presents do and each and every of them doth grant, bargain, sell, release, surrender and for ever yield up unto His said Majesty, His heirs and successors, all that island commonly called or known by the name of Big Island, situate and being in the Bay of Quinté, in the Midland District and Province of Upper Canada, together with all

the woods and waters thereon lying and being and all and singular, the rights privileges and appurtenances thereto belonging.

To have and to hold the said island and premises with their and every of their appurtenances unto and for the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in }
the presence of

CHARLES A. CLARKE, A.C.G.

J. BARRY, *Lieut. 15th Regt.*

G. PINDER, *Lieut. 15th Regt.*

SILVESTER HURLBURT,

JAMES WINNIET,

Supt. Indn. Affairs.

PATHEKECHICK ^{his} x [L.S.]
mark.

JOHN AGEWAINS, ^{his} x [L.S.]
mark.

JACOB MANJEQUINCHCAN, ^{his} x [L.S.]
mark.

JOSEPH SKUNK, ^{his} x [L.S.]
mark.

JAMES INDIAN, ^{his} x [L.S.]
mark.

JAMES CRAWFORD, ^{his} x [L.S.]
mark.

Received the day and year within mentioned of His Majesty William the Fourth the sum of five shillings, Province currency, being in full of the consideration money within mentioned to be paid to us.

We say received the same by us.

Witness hereto:

CHARLES A. CLARKE, A. C. G.,

J. BARRY, *Lt. 15th Regt.*,

G. PINDER, *Lt. 15th Regt.*,

SILVESTER HURLBURT,

JAS. WINNIET, *Supt. Indn. Affairs.*

PATHEKECHICK, ^{his} x [L.S.]
mark.

JOHN AGEWAINS, ^{his} x [L.S.]
mark.

JACOB MANJEQUINCHCAN, ^{his} x [L.S.]
mark.

JOSEPH SKUNK, ^{his} x [L.S.]
mark.

JAMES INDIAN, ^{his} x [L.S.]
mark.

JAMES CRAWFORD, ^{his} x [L.S.]
mark.

No. 37.

THIS INDENTURE, made the fifth day of February, in the fourth year of the reign of His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the year of Our Lord one thousand eight hundred and thirty-four, between Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, Chiefs of the Tribe of Chippewa Indians in the London District and Province of Upper Canada of the one part, and His most gracious Majesty King William the Fourth of the other part.

Whereas the said Tribe of Chippeway Indians are desirous and willing to surrender into the hands of His said Majesty the several parcels or tracts of land, part of the Indian Reserve in the said District of London, hereinafter described, in trust and for the especial ends, intents and purposes hereinafter mentioned and expressed.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of five shillings of good and lawful money of the said Province to them the said Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway in hand paid by or on behalf of His said Majesty at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. They, the said Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, for and on behalf of themselves and the said Tribe of Chippeway Indians, in the said District of London, have and each and every of them hath bargained, sold, aliened, released, surrendered and yielded up, and by these presents do and each and every of them doth bargain, sell alien, release, surrender and yield up unto His said Majesty, King William the Fourth, His heirs and successors, all that block or tract of land commencing at the south east corner of the Chippewa Reservation, on the water's edge; thence north 44° 50'' west, being the side line between such reservation and lots 17 south of the Longwoods Road, in the Township of Carradoc, to the north-east corner of the said reserve; then along the northern boundary of the said reserve south 40° 10'' west seventy chains, more or less; and then south 10' east to the side line between lots 9 and 10; thence along the said line to the concession road between the 4th and 5th Ranges; then easterly along the said concession road north 40° 10'' east to the water's edge; then north-easterly along the water's edge to the place of beginning, the south-east corner of the said reserve, except and always reserved thereout forty acres of the said block or tract of land to be selected (for the use of the Indians) by the Surveyor General of the Province, which said premises are more clearly and accurately delineated and shown on the plan hereto annexed and colored blue, the aforesaid reservation of forty acres being intended to be colored red, and all the estate, right, title and interest, property, claim or demand whatsoever of them the said Kanotang, John Tamicoo, Muskokomon, Yawbass, Chicken, John Riley, Masquononja, Charlo and John Mundiway, and the said Tribe of Chippewa Indians of, in, to, or out of the said lands and hereditaments.

To the end and intent that His said Majesty King William the Fourth, His heirs and successors, shall and may sell and dispose of the said lands and hereditaments at such time or times, in such parts or parcels, and in such manner and form, and at or for such price or prices, sum or sums of money as His said Majesty King William the Fourth, His heirs or successors, shall think best. And to the end and intent that His said Majesty King William the Fourth, His heirs and successors shall and will have, hold, receive and take the money to arise from time to time from such sale or sales in trust, for the sole use and benefit of the said Tribe of Chippewa Indians, and for no other purpose whatsoever.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

This Indenture was duly executed and delivered by all the within named parties in the presence of: J. B. CLENCH, <i>Supt. of Indn. Affrs.</i> , W. M. YOUNG, <i>Carradoc, J.P.</i> , B. BREWSTER BRIGHAM, <i>Capt. 1st Regt. Oxford Militia.</i>	}	KANOTANG'S (totem),	[L.S.]
		JOHN TAMICOO'S (totem),	[L.S.]
		MUSKOKOMON'S (totem),	[L.S.]
		YAWBASS'S (totem),	[L.S.]
		CHICKEN'S (totem),	[L.S.]
		JOHN RILEY'S (totem),	[L.S.]
		MASQUONONJA'S (totem),	[L.S.]
		CHARLO'S (totem),	[L.S.]
JOHN MUNDIWAY'S (totem);	[L.S.]		

THIS INDENTURE, made the eighth day of February, in the year of Our Lord one thousand eight hundred and thirty-four, between Henry Brant, Jacob Martin, John

Johnson, Awennaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokasyahs, Skayentaken, Shohvadowawa, Ohnawewa, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis, Sachems or Chiefs of the Six Nation Indians, residing on the Grand River, in the Districts of Gore and Niagara, at their Council fire, of the one part, and His Majesty William the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of Upper Canada by His said Majesty to the said Henry Brant, Jacob Martin, John Johnson, Awennaras, Oneida, Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takahnystontye, Shakokasyahs, Skayentaken, Shohvadowawa, Ohnawewa, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis, Sachems or Chiefs of the Six Nation Indians, as aforesaid, at their Council fire aforesaid, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said Henry Brant, Jacob Martin, John Johnson, Awennaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokasyahs, Skayentaken, Shohvadowawa, Ohnawewa, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis, do hereby acknowledge, and of and from the same and every part thereof do acquit, release and discharge His said Majesty, His heirs and successors for ever by these presents, they the said Henry Brant, Jacob Martin, John Johnson, Awennaras, Oneida Joseph Dewaserake, Kanonhgwenigoton, Kahnehdakeh, Otatselite, Skahnehdatih, Laurence Davids, Tayekawehhe, Odigwahdonah, William Alvis, Joseph Takehnystontye, Shakokasyahs, Skayentaken, Shohvadowawa, Ohnawewa, and Jacob Johnson, and John Onakavonton, and Kanouhgendawihis have, and each of them hath granted, bargained, sold, released, surrendered and for ever yielded up, and by these presents do and each of them doth grant, bargain, sell, release, surrender and for ever yield up, all that parcel or tract of land lying and being situate on the Grand River, in the County of Haldimand, in the District of Niagara, and is composed of what is now called the Township of Dunn, and part of the Townships of Moulton, Canborough and Cayuga, and containing, by estimation, fifty thousand two hundred and twelve acres, be the same more or less, including the waters of the Grand river, and is butted and bounded as follows, that is to say: Commencing where a post has been planted in the line on the east side of the allowance for road between the Townships of Canborough and Cayuga, and on the north side of the allowance for road between the first and second concessions of the Township of Cayuga, and at the south-east angle of that parcel of land surrendered to the King by the said Six Nation Indians on the nineteenth day of April, one thousand eight hundred and thirty-one; thence south seventy-three degrees west nine hundred and five chains twenty-six links, more or less, to the western limit of the lands of the Six Nation Indians; thence south sixty-two degrees thirty minutes east eight hundred and seventeen chains twenty-six links, more or less, to the original corner tree or south-west angle of the lands of the said Six Nation Indians, on the north shore of Lake Erie; thence easterly along the shore of Lake Erie in front of the Townships of Cayuga and Dunn to the east side of the mouth of the Grand River; thence northerly and westerly along the east side of the Grand River, about four hundred and fifty chains to where a stake has been planted between the town plot of Dunnville and that portion of the said tract of land situate in the township of Moulton; thence north thirty degrees east seventy-nine chains, more or less, to where a post has been planted in the Township of Moulton; thence north sixty-two degrees thirty minutes west one hundred and forty chains seventy-nine links, more or less, to where a post has been planted in the township of Canborough; then south fifty-one degrees thirty minutes west sixty-six chains thirty-six links, more or less, to where a post has been planted on the east shore of the Grand River a few chains west of the mouth of Morden's Creek; thence north-westerly along the original margin of the Grand River

about two hundred and fifty chains to the line on the east side of the allowance for road between the Townships of Canborough and Cayuga; thence north two hundred and thirteen chains, more or less, to the place of beginning. Together with all the woods and waters thereon lying and being, and all and singular the rights, privileges and appurtenances thereto belonging, to have and to hold the said parcel or tract of land and premises, with their and every their appurtenances unto His said Majesty, His heirs and successors, to the use of His said Majesty, His heirs and successors for ever.

IN WITNESS WHEREOF, the said parties first above mentioned have to these presents set and put their hands and seals the day and year first above written.

Signed, sealed and delivered in } presence of: JAS. WINNIET, <i>Supt. Indn. Affrs.</i> , LEWIS BURWELL, URIAH TARRANT.	HENRY BRANT,	[L.S.]
	AWENNARAS, ^{his} X	[L.S.]
	mark	
	ONEIDA JOSEPH DEWASERAKE, ^{his} X	[L.S.]
	mark	
	OTATSELITE, ^{his} X	[L.S.]
	mark	
	TAYEKAWEHHE, ^{his} X	[L.S.]
	mark	
	JOSEPH TAKAHNYSTONTYE, ^{his} X	[L.S.]
	mark	
	SHOHVADOWAVA, ^{his} X	[L.S.]
	mark	
	JACOB MARTIN, ^{his} X	[L.S.]
	mark	
	JOHN ONAKARONTON, ^{his} X	[L.S.]
	mark	
	KANOUBGWENIGOTON, ^{his} X	[L.S.]
	mark	
	SKAHNEHDATIH, ^{his} X	[L.S.]
	mark	
	ODIGWAHDONAH, ^{his} X	[L.S.]
	mark	
	SHAKOKASYAHS, ^{his} X	[L.S.]
	mark	
	OHNAWERA, ^{his} X	[L.S.]
	mark	
	JOHN JOHNSON,	[L.S.]
	KANOUBGENDAWIHIS, ^{his} X	[L.S.]
	mark	
	KAHNEHDAKEH, ^{his} X	[L.S.]
	mark	
	LAURENCE DAVIDS,	[L.S.]
	WILLIAM ALVIS,	[L.S.]
	mark	
	SKAYENTAKEN, ^{his} X	[L.S.]
	mark	
	JACOB JOHNSON, ^{his} X	[L.S.]
	mark	

Received on the day and year within mentioned of His Majesty William the Fourth, the sum of five shillings of lawful money of Upper Canada, being the full consideration money within mentioned to be paid to us.

Witness:

JAS. WINNIET, *S. I. A.*,
LEWIS BURWELL,
URIAH TARRANT.

HENRY BRANT,
his
AWENNARAS, x
mark
JACOB MARTIN.

No. 39.

THIS INDENTURE, made the 26th day of March, in the year of Our Lord one thousand eight hundred and thirty-five, between Henry Brant, Isaac Lewis, Jacob Martin, John Johnson, Oneida Joseph, Peter Green, Joseph Doxtater, Cornelius Shakokaeyas, Thomas Skanawatih, Jacob Johnson, Joseph Snow, Joseph Kironhgontye, William Alvis, Jacob Dewaenennote, Sachems or Chiefs and Principal Men of the Six Nations Indians possessing and residing on the tract of land commonly called the Ouse or Grand River tract, of the one part, and Our Sovereign Lord William the Fourth, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas his late Majesty, King George the Third, of glorious memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Mohawk Indians and of the loss of their settlement, which they thereby sustained, and being desirous of showing His royal approbation of the same and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Mohawk Indians and such other of the Six Nations of Indians as wished to settle in that quarter to take possession of and settle upon the banks of the river commonly called the Ouse or Grand River running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river which they and their posterity were to enjoy for ever.

And whereas the late Captain Joseph Brant, is his lifetime as the agent for and on behalf of the said Six Nations Indians, executed divers leases and thereby granted or intended to grant certain parcels or tracts of land, parcel of the above-mentioned Grand River tract, to divers individuals for long terms of years.

And whereas the holders of such leases have no legal title to the lands therein comprised, and it hath been proposed and recommended to the said Indians at a meeting in Council of their Chiefs and Principal Men convened and held at the Mohawk Village, on the 29th day of January, 1835, aforesaid, that such persons as have obtained under fair and equitable circumstances the leases aforesaid shall receive from His Majesty free grants of the several tracts or parcels of land therein comprised as aforesaid, and that the said lands so leased or intended to be leased by the said Captain Joseph Brant, as aforesaid, shall be surrendered to His Majesty for the purpose of being so granted as aforesaid, to which proposal the said Six Nations Indians in Council, as aforesaid, have assented, and by articles of provisional agreement made and entered into at the said meeting in Council on the said 29th day of January, 1835, between James Winniett, Esquire, Superintendent of Indian Affairs, on the part and behalf of His Majesty King William the Fourth, of the one part, and the Chiefs and Principal Men of the said Six Nations Indians, residing on the said tract of land, on the other part, they the said Chiefs and Principal Men did resolve and agree, as well on their own behalf as on the behalf of the said Six Nations Indians, residing as aforesaid, to surrender to His said Majesty, His heirs and successors, all and singular such parcels or tracts of land so leased or intended to be leased by the said Captain Joseph Brant as aforesaid: In trust and for the purpose aforesaid.

NOW THIS INDENTURE WITNESSETH, that the said Henry Brant, Isaac Lewis, Jacob Martin, John Johnson, Oneida Joseph, Peter Green, Joseph Doxtater, Cornelius Shakokaeyas, Thomas Skanawatih, Jacob Johnson, Joseph Snow, Joseph Kironhgontye, William Alvis, Jacob Dewaenennote, Chiefs or Principal Men of the Mohawk or Six

Nations Indians residing on the said tract of land, commonly called the Ouse or Grand River tract, in pursuance of such resolution and agreement in Council as aforesaid, have and each of them hath, as well on their own behalf as also on the behalf of the said Mohawk or Six Nations Indians residing on the tract aforesaid, surrendered and yielded up and by these presents do surrender and yield up unto Our Sovereign Lord the King's Most Excellent Majesty, His heirs and successors, all and singular the several parcels or tracts of land, parcel of the said Grand River tract, which the said Captain Joseph Brant at any time heretofore in his lifetime, by any lease or leases by him executed as the agent for and on behalf of the said Six Nations Indians, granted, demised, or leased, or intended to grant, remise or lease to any person or persons and for any term or terms, estate or interest whatsoever, together with all woods, underwoods, ways, water-courses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being or thereto belonging or in anywise appertaining. And all reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances. And all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of them the said Chiefs and Principal Men and of the said people of the Mohawks or Six Nations Indians and their posterity for ever, of, in, to and out of the said parcel or tract of land and premises hereby surrendered, with their appurtenances, to the end, intent and purpose that His said Majesty King William the Fourth shall and may forthwith command and direct that free grants by His Majesty's Most Gracious Letters Patent under the Great Seal of this Province shall be made to the holders of such leases obtained under such fair and equitable circumstances as aforesaid of the several tracts or parcels of land therein respectively comprised and intended to be thereby leased as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Witnesses:

W. R. SMITH,

JOHN SMITH,

JAS. WINNIETT, *Supt. Indn. Affrs.*

HENRY BRANT, [L.S.]

ISAAC LEWIS, [L.S.]

JACOB MARTIN, [L.S.]

JOHN JOHNSON, [L.S.]

ONEIDA JOSEPH, his
x mark [L.S.]

PETER GREEN, [L.S.]

JOSEPH DOXTATER, his
x mark [L.S.]

JOHN TAYEKAWEHHE, his
x mark [L.S.]

CORNELS SHAKOKARYAS, his
x mark [L.S.]

THOMAS SKANUWATH, his
x mark [L.S.]

JACOB JOHNSON, his
x mark [L.S.]

JOSEPH SNOW, his
x mark [L.S.]

JOSEPH KIRONHYONTYE, his
x mark [L.S.]

WILLIAM ALVIS, [L.S.]

JACOB DEWAENENNOTE, his
x mark [L.S.]

CITY OF TORONTO, 28th April, 1835.

MY DEAR SIR,—I beg to hand you the accompanying deeds, recently executed by the Chiefs of the Six Nations Indians, which His Excellency was pleased to say at an interview I had with him yesterday he thought ought to be registered in the Secretary's office. The one is a deed surrendering to His Majesty 48,000 acres of land for the purpose of sale, for the benefit of the Indians, and the other is a surrender of all the lands included in the Brant leases to His Majesty for the purpose of enabling patents to issue to such persons as may be found equitably entitled to receive them. Both the deeds are of such an important nature that I should recommend strongly their being recorded without delay. After this has been done, it would be well, perhaps, if they were returned to me, to be kept with the Indian papers, or deposited in the Indian Office.

I remain, my dear Sir,

Very faithfully yours,

WILLIAM HEPBURN,

A Trustee of the Six Nation Indians.

Lieut. Col. ROWAN,
&c., &c., &c.

In council, 7th May, 1835.—Recommended that the within surrender to the Crown be accepted, and recorded in the Registrar's office of this Province.

JOHN STRACHAN, P.C.

Approved,

J. COLBORNE, Lieut. Governor.

Entered in book E, folio 10, }
20th May, 1835. }
D. CAMERON, Sec'y. and Reg'r.

No. 40.

THIS INDENTURE, made the second day of April, in the year of Our Lord one thousand eight hundred and thirty-five, between Henry Brant, William Doxtater, Joseph Hess, Jacob Martin, Isaac Lock, John Johnson, Aaron Frashier, Awennaras, Onakaronton, Skanawatih, Oyatajiwak, Ahרון, Asarekrwah, Kahnehtakeh, Kanonheritawi, Peter Green, Joseph Karonhyontye, Shohereese, Tesonarenyen, Onahteron, Joseph Doxtater, Otshaton, Tayekawehhe, John Silver, John Obadiah and William Alvis, Sachems or Chiefs and Principal Men of the Six Nations Indians, possessing and residing on the tract of land commonly called the Ouse or Grand River tract, of the one part, and Our Sovereign Lord William the Fourth, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, of the other part.

Whereas, His late Majesty, King George the Third, of glorious memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Mohawk Indians and of the loss of their settlement which they thereby sustained, and being desirous of shewing his royal approbation of the same and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Mohawk Indians and such other of the Six Nations of Indians as wished to settle in that quarter to take possession of and settle upon the banks of the river commonly called the Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river, which they and their posterity were to enjoy for ever.

And whereas it hath been resolved by the Indians now inhabiting and residing upon the said tract of land, at a meeting in Council of their Chiefs and Principal Men convened and held at the Mohawk Village, on the twenty-ninth day of January last past, that it would be greatly for the profit of the said Indians and their posterity if certain

parcels or tracts of land occupied by them were surrendered to His Majesty, for the purpose of being sold, and the monies arising therefrom applied to and for the use and benefit of the said Six Nations Indians and their posterity, and by articles of provisional agreement made and entered into at the said meeting in Council, on the said twenty-ninth day of January, between James Winniett, Esquire, Superintendent of Indian Affairs, on the part and behalf of His present Majesty, King William the Fourth, of the one part, and the Chiefs and Principal Men of the said Six Nations Indians, residing on the said tract of land on the other part, they the said Chiefs and Principal Men did agree, as well on their own behalf as on the behalf of the said Six Nations Indians residing as aforesaid, to surrender to His said Majesty, His heirs and successors, a certain tract or parcel of land hereinafter described, being part and parcel of the said tract of land, possession of which was granted to the said Indians as aforesaid, for the purpose of the same being so sold by His said Majesty in trust for the Indians as aforesaid.

NOW THIS INDENTURE WITNESSETH that the said Henry Brant, William Doxtater, Joseph Hess, Jacob Martin, Isaac Lœck, John Johnson, Aaron Frashier, Awennaras, Onakarontan, Skanawatih, Oyatajiwak, Ahriron, Asarekrwah, Kahnehtakeh, Kanonheritawi, Peter Green, Joseph Karoukyontye, Shoherese, Tesonarenyen, Onahatoron, Joseph Doxtater, Otshaton, Tayekawehhe, John Silver, John Obadiah and William Alvis, Chiefs or Principal Men of the Mohawk or Six Nations Indians residing on the said tract of land commonly called the Ouse or Grand River tract in pursuance of the said resolution and agreement in Council as aforesaid, have and each of them hath, as well on their own behalf as also on the behalf of the Mohawk or Six Nations Indians residing on the tract aforesaid, surrendered and yielded up and by these presents do and each of them doth surrender and yield up unto Our Sovereign Lord the King's Most Excellent Majesty, His heirs and successors, all and singular that parcel or tract of land, being parcel of the tract originally given to the said Mohawk or Six Nations Indians on the Ouse or Grand River as aforesaid containing by admeasurement forty-eight thousand acres or thereabouts, and butted and bounded or otherwise known as follows, that is to say: Commencing on the western limit of the Township of Ancaster and on the south side of the allowance for road between the first and second concessions of the Township of Brantford; then south seventy-eight degrees west along the south side of the said allowance for road one thousand and thirty-two chains and thirty-nine links, more or less, to the Township of Burford; then south fifteen degrees forty minutes east four hundred and eleven chains and six links, more or less, along the eastern limit of the said Township of Burford to the northerly angle of the said Township of Oakland; then south sixty-two degrees thirty minutes east three hundred and seventy-five chains, more or less, along the northerly limit of the said Township of Oakland to the south side of the public highway or road leading from Malcolm's Mills in the said Township of Oakland through the settlement and village of Mount Pleasant to the Town of Brantford; then north-easterly along the south side of the said public highway or road crossing the said Ouse or Grand River on the bridge at the Town of Brantford five hundred chains, more or less, to the western limit of the Town of Brantford on the south side of Colborne street; then north fifteen degrees east twenty-seven chains, more or less, to a certain stone at the northerly angle of Robert Biggar's land; then north twenty-seven degrees thirty minutes east fifty-nine chains twenty-six links, more or less, to the north-west angle of the town plot of Brantford; then north eighty-four degrees thirty minutes east eighty-two chains twenty-eight links, more or less, to the north-east angle of the said town plot of Brantford; then south eighteen degrees thirty minutes west seventy-nine chains forty-five links, more or less, to the north side of Colborne street, at the eastern limit of the said Town of Brantford; then south five degrees thirty minutes east one chain, more or less, to the south side of Colborne street; then easterly along the south side of the public highway or road leading from the said Town of Brantford to Ancaster, seven hundred and fifty chains, more or less, to the western limit of the said Township of Ancaster; then north sixty-two degrees thirty minutes west five hundred and fifty chains, more or less, to the place of

SHOHERESE,	his x mark.	[L.S.]
TESONARENEN,	his x mark.	[L.S.]
ONAHTERON,	his x mark.	[L.S.]
JOSEPH DOXTATER,	his x mark.	[L.S.]
OTSHATON,	his x mark.	[L.S.]
TAYEKAWEHHE,	his x mark.	[L.S.]
JOHN SILVER,	his x mark.	[L.S.]
JOHN OBADIAH,	his x mark.	[L.S.]
WILLIAM ALVIS,		[L.S.]
JAS. WINNIETT,		[L.S.]
<i>Sup. In. Affairs for the Six Nations.</i>		

In Council, 7th May, 1835.—Recommended that the within surrender to the Crown be accepted and recorded in the Registrar's office of this Province.

JOHN STRACHAN, P.C.
Approved.
J. COLBORNE,
Lieut.-Gouvernor.

Entered in Book F, folios 11 and 12, }
21st May, 1835.

D. CAMERON,
Secy. and Regr.

No. 40 $\frac{1}{2}$.

KNOW ALL MEN BY THESE PRESENTS that we, John Sunday, Jacob Payhegezchick, Jacob Sunday, James Sahgahnahquothoabe, Jacob Pahbecoun and James Nahwah quashkum, Sachems and Chief Warriors of the Mississgua Tribe of Indians of the Bay of Quinté, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His said Most Gracious Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described, for the benefit of the said Indians, in such manner and form and at such price or prices as to His Majesty, His heirs and successors, shall seem best, do remise, release, surrender, quit claim and yield up unto His Majesty King William the Fourth, His heirs and successors, all and singular those certain pieces or parcels of land known and described by the Surveyor General of the said Province as lots twenty-eight, twenty-nine, thirty and thirty-one on the Bay of Quinté, in front of the first concession of the Township of Thurlow, in the County of Hastings, Midland District, of the said Province, to the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs and successors, in trust for the benefit of the said Indians, and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we, the said Sachems and Chief Warriors of the said Indians, have hereunto set our hands and seals at Grape Island, in the Province aforesaid, this 15th day of December, in the year of Our Lord one thousand eight hundred and thirty five.

Signed and sealed in the presence of: J. B. CLENCH, <i>Supt. Indian Affairs</i> , SILVESTER HURLBURT, CHARLES W. WARREN.	JOHN SUNDAY,	[L.S.]
	his JACOB X PATHEGEZHICK, mark and seal.	[L.S.]
	his JACOB X SUNDAY, mark and seal.	[L.S.]
	his JAMES X SAHGAHNAHQUOTHOABE, mark and seal.	[L.S.]
	his JACOB X PAHBEWUN, mark and seal.	[L.S.]
	his JAMES X NAHWAHQUSHKUM, mark and seal.	[L.S.]

No. 41.

KNOW ALL MEN BY THESE PRESENTS that we, Brant Brant, Joseph Smart, Paulus Clause, Joseph Pinn, John Culbertson, Laurence Clause, John Hill, Henry Loft, Seth Powles, Jacob Green, William Maracle, Junior, Thomas Green and John Green, Sachems, Chief Warriors and Principal Men of the Mohawk Indians of Tyendinaga, in the County of Hastings and Midland District of the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His said Majesty, His heirs and successors may grant and dispose of the lands and hereditaments hereinafter described for the benefit of the said Indians in such manner and form and at such price or prices as to His Majesty, His heirs and successors shall seem best, do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all and singular that parcel or tract of land situate, laying and being in the Township of Tyendinaga, in the County of Hastings, in the Midland District, in the Province of Upper Canada, and butted and bounded as follows:—

Commencing on the western boundary line of the said township in the centre of the fourth concession; then north sixteen degrees west four hundred and sixty-three chains sixty-seven links, more or less, to the north-west angle of the township; " then north seventy-four degrees east five hundred and and fifty-one chains, more or less to the Mohawk Reserve," then south sixteen degrees east five hundred and ninety-eight chains twenty-three links, more or less to the centre of the fourth concession, then south eighty-two degrees thirty minutes west five hundred and sixty chains, twenty-six links, more or less, to the place of beginning: containing by admeasurement twenty-seven thousand eight hundred and fifty-seven acres of land be the same more or less. To the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs or successors, in trust for the benefit of the said Indians and upon and for no other use, trust and intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems, Chief Warriors and Principal Men of the said Indians have hereunto set our hands and seals at the Mohawk village, on the Bay of Quinté, in the county, district and Province aforesaid, this twenty-third

day of December, in the year of Our Lord one thousand eight hundred and thirty-five.

Signed and sealed in the }
 presence of: }
 J. B. CLENCH,
Superintendent Indian Affairs,
 CHARLES W. WARREN,
 WILLIAM DELANY.

his
 BRANT x BRANT, [L.S.]
 mark and seal.
 his
 JOSEPH x SMART, [L.S.]
 mark and seal.
 POWLES CLAUSE, [L.S.]
 his
 JOSEPH x PINN, [L.S.]
 mark and seal.
 JOHN CULBERTSON, [L.S.]
 his
 LAURENCE x CLAUSE, [L.S.]
 mark and seal.
 his
 JOHN x HILL, [L.S.]
 mark and seal.
 HENRY LOFT, [L.S.]
 SETH POWLES, [L.S.]
 JACOB GREEN, [L.S.]
 his
 WILLIAM x MARACLE, Jr., [L.S.]
 mark and seal.
 his
 THOMAS x GREEN, [L.S.]
 mark and seal.
 his
 JOHN x GREEN, [L.S.]
 mark and seal.

No. 41½.

KNOW ALL MEN BY THESE PRESENTS, that we the Chiefs and Principal Men of the Mohawk Indians, resident on the lands reserved for our use in the County of Hastings, Midland District and Province of Upper Canada, for divers good causes and considerations us thereunto moving, also for the further consideration of five shillings of good and lawful money of the Province aforesaid to us in hand paid at the execution hereof, the receipt whereof we do hereby acknowledge, have granted, assigned, released, transferred and set over, and by these presents do grant, assign, release, transfer and set over to Our Sovereign Lord the King, His heirs and successors, all our right, title, interest and claim whatsoever to the following parcels of land, being a part of the land as aforesaid reserved for our use in the County of Hastings, in the district and Province aforesaid, and described as follows in a survey made thereof by Alexander Campbell, Deputy Surveyor, that is to say: A parcel of land near the Bay of Quinté, being parts of the broken fronts of lots numbers thirty-three, thirty-four and thirty-five, containing by admeasurement eighty-five acres of land, be the same more or less—commencing in the centre of lot number thirty-three at the distance of twenty chains from the shore of the Bay of Quinté; then north sixteen degrees west fifteen chains eighty links, more or less, to where a post has been planted at the north-west angle of the said parcel of land; then north seventy-four degrees east ten chains; then south sixteen degrees east six chains; then north seventy-four degrees east twenty-two chains; then south sixteen degrees east twenty-three chains, more or less, to the shore of the Bay of Quinté; then southerly along the water's edge twenty-six chains, more or less, to where a post has been planted at the south-west angle of the said parcel of land; then north sixteen degrees west twenty chains; then south seventy-four degrees west six chains, more or less, to the place of beginning. And also that other parcel of land, being a part of lot number thirty-two, in the second concession of the aforesaid reserved lands,

containing by admeasurement one hundred and fifteen acres of land, be the same more or less—commencing where a post has been planted at the south-west angle of the aforesaid lot; then north sixteen degrees west fifty chains, more or less, to the centre of said concession; then north eighty-two degrees thirty minutes east eleven chains seventy links; then south sixteen degrees east fifty chains, more or less, to the concession line; then south eighty-two degrees thirty minutes west eleven chains seventy links, to the place of beginning; also commencing where a post has been planted at the north-west angle of the aforesaid lot; then north eighty-two degrees thirty minutes east eleven chains seventy links; then south sixteen degrees east fifty chains, more or less, to the centre of said concession; then south eighty-two degrees thirty minutes west eleven chains seventy links, to the southern limit of the said lot; then north sixteen degrees west fifty chains, more or less, to the place of beginning.

To have and to hold the said parcels of land hereinbefore described, together with all and singular the hereditaments, appurtenances and improvements thereunto belonging unto Our Sovereign Lord the King, His heirs and successors, to and for the following use and purposes, that is to say: the first described parcel of land for a burial ground and site for a Protestant Episcopal Church, agreeable to the rights and forms of the Church of England, and also for the site of a parsonage house and glebe attached thereto; and the latter described parcel of land for a glebe lot for the accustomed use and purposes of said church, all which parcels of land as aforesaid are forever freed and discharged of and from all claims of us, our heirs and assigns, for and by reason of the reservation aforesaid being made of said land by Our said Sovereign Lord the King for our use and benefit as aforesaid.

IN TESTIMONY WHEREOF, we the Chiefs and Principal Men as aforesaid, have hereunto set our hands and seals at the Mohawk Reservation, in the County of Hastings aforesaid, on the twentieth day of January, in the year of Our Lord one thousand eight hundred and thirty-six, and of His Majesty's reign the sixth.

Signed, sealed and delivered in the presence of:

SALTERN GIVINS,
Missionary to the Mohawks,

ALEX. CAMPBELL,
Deputy Surveyor,

JAMES ^{his} MAHER.
mark.

^{his} BRANT x BRANT, [L.S.]
mark.

POWLES CLAUS, [L.S.]

^{his} JOSEPH x PYNN, [L.S.]
mark.

^{his} JOSEPH x HILL, Senr., [L.S.]
mark.

SETH POWLES, [L.S.]

JACOB GREEN,

^{his} DAVID x SMART, [L.S.]
mark.

^{his} WILLIAM x MARACLE, [L.S.]
mark.

BRANT POWLES, [L.S.]

JNO. HILL, Junr., [L.S.]

I hereby certify that the within deed is transcribed and registered in the Registrar's office in and for the County of Hastings this eleventh day of October, in the year of Our Lord one thousand eight hundred and forty-seven, at the hour of twelve of the clock at noon of the same day, in Book A., of the Township of Tyendinaga, pages numbers twenty-two, twenty-three and twenty-four; memorial of township record, number sixteen; general number of memorial, two hundred and seventy-six.

G. BENJAMIN,

Registrar County of Hastings.

PROVINCIAL REGISTRAR'S OFFICE,
MONTREAL, 6th December, 1847.

I certify that the within hath this day been entered on the records of this office in Lib. "A. Surrenders to the Crown," folio 328, &c.

R. A. TUCKER,
Registrar.

No. 42.

KNOW ALL MEN BY THESE PRESENTS that we, Adam Brown, Joseph Warrow and John Gold, Sachems or Principal Chiefs of the Huron or Wyandott Tribe of Indians, inhabiting and residing on the Huron Reserve, near Fort Amherst, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty King William the Fourth, and in order that His Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of the said Huron or Wyandott Tribe of Indians in such manner and form and at such price or prices as to His said Majesty, His heirs or successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up, and by these presents do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all those parcels or tracts of land lying and being situate in the said Huron Reserve, and are butted and bounded, or may be known as follows, that is to say: the east parts of lots numbers one and two, and lots numbers three, four, five, six and seven, in the first concession are thus described: Commencing on the River Detroit, in the limit between lots numbers seven and eight, and at the north-west angle of the said lot number seven; then south eighty-seven degrees and thirty-seven minutes east eighty-seven chains, more or less, to the line on the west side of the stone quarry; then south two degrees and twenty-three minutes west twenty chains, to the northern limit of lot number five; then south eighty-seven degrees and thirty-seven minutes east nineteen chains fifty links, to the allowance for road in rear of the first concession; then south two degrees and twenty-three minutes west fifty chains, more or less, to the allowance for road between the said Huron Reserve and the Township of Malden; then north eighty-seven degrees and thirty-seven minutes west fifty-seven chains forty-seven links, more or less, to the Military Reserve; then north two degrees and twenty-three minutes east twenty-two chains seventy-three links; then north eighty-seven degrees and thirty-seven minutes west forty chains sixty-eight links, more or less, to the River Detroit; thence northerly along the water's edge to the place of beginning. Also, lots numbers thirty, thirty-one and thirty-two, fronting on the River Canard; lots thirty-three and thirty-four, fronting on the main travelled road; and lots numbers thirty-seven, thirty-nine and forty-two, fronting on the River Detroit; all in the first concession, and containing together nine hundred and eighty-seven acres. Also, lots numbers one and two, in the second concession, with the exception of twelve and a-half acres off of the north-west corner of the said lot number two joining the stone quarry, being the three hundred and eighty-seven and a-half acres. Also lots numbers one, two and three in the third concession, containing together six hundred acres; also lots numbers one, two and three in the fourth concession, six hundred acres; also lots numbers one, two, three, four, five, six, seven, eight and nine in the fifth concession, one thousand eight hundred acres; also lots numbers one, two, three, four, five, six, nine and ten in the sixth concession, one thousand six hundred acres; also lots numbers one, two, three, four, five, six, seven, eight, nine and the south half of ten in the seventh concession, one thousand nine hundred acres; also lots numbers one, two, three, four, five, six, seven, eight and nine in the eighth concession, one thousand eight hundred acres—commencing at the north-west angle of each of the said lots respectively; then south two degrees and twenty-three minutes west thirty chains, more or less, to the south-west angle of each of the said lots;

then south eighty-seven degrees and thirty-seven minutes east sixty-six chains sixty-seven links, more or less, to the south-east angle of each of the said lots; then north two degrees and twenty-three minutes east thirty chains, more or less, to the north-east angle of each of the said lots; then north eighty-seven degrees and thirty-seven minutes, west sixty-six chains sixty-seven links, more or less, to the place of beginning, together with all the roads laid out in and through the said Huron Reserve by Mr. Deputy Surveyor Peter Carroll, to the end, intent and purpose: that the said lands and premises shall and may be so granted and disposed of by His said Majesty, His heirs or successors, in trust for the benefit of the said Huron or Wyandott Tribe of Indians inhabiting and residing on the said Huron Reserve—and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems or Principal Chiefs of the said Huron or Wyandott Tribe of Indians, in Council now assembled, at the Town of Amherstburg, in the Western District, Province of Upper Canada, have hereunto, as well on our own behalf as also for and on behalf of the said Huron or Wyandott Tribe of Indians, set and subscribed our names and seals the second day of February, in the sixth year of His said Majesty's reign, and in the year of Our Lord one thousand eight hundred and thirty-six.

Signed, sealed and delivered in the }
presence of:
WM. DUFF, *J. P. W. D.*,
CHARLES FORTIER, *J. P. W. D.*,
GEO. IRONSIDE, *S. I. A.*

ALEX. CLARKE,
THOMAS MCKEE,
WILLIAM CLARKE,
ISAAC DRIVER,
JOHN HUNT,
ANTHONY COTTER,
PETER CLARKE,
FRANCIS COTTER,
PETER HUNT,
F. COTTER.

Warriors of the Hurons

APAM BROWN, x [L.S.]
his mark x
JOSEPH WARROW, x [L.S.]
and seal. his mark x
JOHN GOLD. x [L.S.]
and seal.

LIST of lots of Lands surrendered to the Crown in trust by the Huron or Wyandott Tribe of Indians, the second day of February, one thousand eight hundred and thirty-six:

East parts of Lots Nos. 1 and 2, and Lots Nos. 3, 4, 5, 6 and 7, in the first concession.
Lots Nos. 30, 31 and 32, fronting on the River Canard.
Lots Nos. 33 and 34, fronting on the main travelled road.
Lots Nos. 37, 39 and 42, fronting on the River Detroit, all in the first concession.
Lots Nos. 1 and 2, in the second concession.
Lots Nos. 1, 2 and 3 in the third concession.
Lots Nos. 1, 2 and 3 in the fourth concession.
Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 in the fifth concession.
Lots Nos. 1, 2, 3, 4, 5, 6, 9 and 10, in the sixth concession.
Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9, in the eighth concession.

No. 42½.

THIS INDENTURE, made the tenth day of March, in the year of Our Lord one thousand eight hundred and thirty-six, between George Strange Boulton, of Cobourg, in the District of Newcastle, in the Province of Upper Canada, Esquire, of the one part, and the Honorable John Henry Dunn, George Herchmer Markland and William Hepburn, Esquire, all of the city of Toronto, of the other part.

Whereas the purchase money or consideration for the premises hereinafter described hath been paid or advanced out of certain monies belonging to the Mississagua Tribe of Indians, residing at Kingston and the Bay of Quinté, and it hath been agreed that a conveyance thereof shall be executed in trust for them in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that the said George Strange Boulton for and in consideration of the sum of one hundred and nineteen pounds of lawful money of Upper Canada to him in hand paid by the said John Henry Dunn, George Herchmer Markland and William Hepburn, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred and confirmed, and by these presents doth grant, bargain, sell, alien, transfer and confirm unto the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, all that lot or parcel of land being lot number seven in the second concession of the Township of Alnwick, in the said District of Newcastle, and containing by admeasurement one hundred and thirty-six acres and two roods, more or less, and described as follows: Commencing in front of said concession at the south-west angle of the said lot; then north sixteen degrees west forty-two chains and ninety-five links, more or less, to the rear of the said concession; then north seventy-four degrees east thirty-one chains and eighty-three links, more or less, to the north-east angle of the said lot; then south sixteen degrees east forty-two chains and ninety five links, more or less, to the front of the said concession; then south seventy-four degrees west thirty-one chains and eighty-three links, more or less, to the place of beginning, together with all houses, outhouses, woods and waters and other the hereditaments to the said premises belonging, with all the reversions and remainders, estate, right, title and interest at law and in equity of him the said George Strange Boulton of, in or to the same or any part thereof.

To have and to hold the same with the appurtenances, free and clear from all incumbrances, to the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, to the use of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns forever, under the reservations, limitations and conditions expressed in the original grant from the Crown: in trust, nevertheless, and for the absolute use, benefit, and behoof of the said Mississagua Tribe of Indians, and to be held and disposed of from time to time as they shall direct and appoint. And the said George Strange Boulton, for himself, his heirs, executors and administrators, hereby covenants with the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, and *cestuique* trust that notwithstanding any act, matter or thing done or permitted by the said George Strange Boulton to the contrary, he, the said George Strange Boulton is well entitled by these presents to grant and assure the said hereby conveyed premises to the use and in manner aforesaid. And also, that the said premises shall at all times hereafter be peaceably enjoyed, and the rents and profits thereof taken accordingly, without any eviction or denial by the said George Strange Boulton, or any person or persons lawfully claiming through or under him, free from or by the said George Strange Boulton, his heirs, executors or administrators, kept indemnified against all former and other estates, rights, titles and incumbrances created by him, or by any person or persons claiming as aforesaid. And further, that the said George Strange Boulton, and every person claiming as aforesaid, will, at the request and costs of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs or assigns, or of any person or persons to be appointed in their stead by virtue of the proviso for that purpose hereinafter expressed, or their *cestuique* trust, make and execute such act and assurances for the better assuring the hereby conveyed premises to the use and in manner aforesaid as by the person or persons making such request shall be reasonably required and as shall be tendered to be made and executed. Provided always, and it is hereby declared and agreed by and between the parties to these presents, that if the said trustees in and by these presents nominated and appointed under this present provision, or any of them, shall die, or be desirous to be discharged from,

or refuse, or decline, or be incapable to act in the trust hereby in them respectively reposed as aforesaid before the same shall be executed, then and in every such case it shall and may be lawful to and for the surviving or continuing trustees or trustee for the time being, but with the consent in writing, nevertheless, of the Governor, Lieutenant Governor, or person administering the Government of the Province of Upper Canada for the time being, from time to time to nominate and appoint any fit person or persons to be a trustee or trustees in the place or stead of the trustee or trustees so dying, or desiring to be discharged or becoming unwilling or incapable to act as aforesaid. And when and so often as any new trustee shall be nominated and appointed as aforesaid, the said trust premises which shall have been vested in such trustees or trustee so dying, desiring to be discharged, or becoming unwilling, or incapable to act as aforesaid, shall be thereupon, with all convenient speed, conveyed and transferred so and in such manner as that the same shall be legally and effectually vested in the person or persons so to be appointed as aforesaid, either solely or jointly with the surviving or continuing trustees or trustee, as occasion shall require, to the use and upon and for the trust, intent and purpose hereinbefore expressed and declared, and the person or persons so to be appointed as aforesaid shall have and be entitled to exercise the same power and authority as if he or they had been appointed a trustee or trustees by these presents.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the }
above named George Strange Boulton }
in the presence of: }
D. E. BOULTON.

GEORGE S. BOULTON, [L.S.]
JOHN H. DUNN, [L.S.]
GEORGE H. MARKLAND, [L.S.]
WILLIAM HEPBURN. [L.S.]

Signed, sealed and delivered by the }
above named John Henry Dunn, }
George Herchmer Markland and Wil- }
liam Hepburn in the presence of: }
D. E. BOULTON.

Received the day and year within written of and from the above-named John Henry Dunn, George Herchmer Markland and William Hepburn the sum of one hundred and nineteen pounds of lawful money of Upper Canada, being the consideration money within expressed to be paid by them to be.
£119.

Witnesses:

G. S. BOULTON.

D. E. BOULTON,

And lastly, the said Elizabeth Boulton doth hereby declare that she shall and will accept the provisions hereby made or intended to be made for her in lieu of and satisfaction of any dower or right, or title of dower which she might otherwise be entitled to either at law or in equity, from or out of any real estate of which the said George Strange Boulton shall or may be seized.

The above is the last clause of my marriage settlement, which is in the hands of Samuel Forster, Esquire, Lincoln's Inn (New Square), London.

30th March, 1836.

G. S. BOULTON.

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that the memorial produced of the within Indenture for registry was by me duly registered on the eighteenth day of May, in the year of Our Lord one thousand eight hundred and thirty-six, at the hour of eleven of the

clock in the forenoon, in Liber E, folio seven hundred and forty-seven, memorial number four thousand two hundred and eighty-eight.

R. H. THROOP.

Dy. Regr.

These are to witness that in consideration of the sum of four pounds and seven pence half-penny of lawful money of Upper Canada, paid to me by George Strange Boulton, of the Village of Cobourg, in the Newcastle District and Province of Upper Canada, Esquire, being the purchaser at public auction of the parcel or tract of land hereinafter mentioned, sold to pay assessments, under a writ to me directed, according to the law in that behalf, I, Henry Ruttan, Sheriff of the District of Newcastle, do by these presents grant, bargain and sell unto the said George Strange Boulton, his heirs and assigns, two hundred acres of land, being lot number seven in the second concession of the Township of Alnwick, in the Newcastle District aforesaid, described as follows: Commencing in front of said concession at the south-west angle of said lot; then north sixteen degrees west sixty-seven chains and forty links, more or less, to the rear of said concession; then north seventy-four degrees east twenty-nine chains and eighty links, more or less, to the north-east angle of said lot; then south sixteen degrees east sixty-seven chains and forty links, more or less, to the front of said concession; then south seventy-four degrees west twenty-nine chains and eighty links, more or less, to the place of beginning.

To have and to hold the premises hereby bargained and sold, and all benefit and advantage thereto belonging, unto and to the use of the said George Strange Boulton, his heirs and assigns forever.

In WITNESS WHEREOF, I have hereunto set my hand and seal of office this sixteenth day of March, in the year of Our Lord one thousand eight hundred and thirty-two.

H. RUTTAN [L.S.]

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that a transcript of the within deed was by me duly entered and registered on the fourteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-two, at the hour of half-past ten o'clock in the morning, in Liber G., folio three hundred and seven, number two thousand five hundred and seventy-nine.

A. S. WILCOCKS,

Dy. Regr.

I do hereby certify that there is no incumbrance or subsequent conveyance registered in my office affecting lot number seven in the second concession of Alnwick since my title thereto derived from the Sheriff, 19th January, 1836.

G. S. BOULTON,

Registrar of County of Northumberland.

No. 43.

We, the Honorable William Allan, of the City of Toronto, County of York, Home District and Province of Upper Canada, and Thomas Mercer Jones, of the same place, Esquires, the attornies of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a company to be incorporated by charter, to be called 'The Canada Company,' certain lands in the

“Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto,” being constituted and appointed such attorneys by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled: “An Act to alter and amend an Act for enabling His Majesty to grant to a Company to be incorporated by charter, to be called ‘The Canada Company,’ certain lands in the Province of Upper Canada,” do hereby, in consideration of the sum of seventy-five pounds lawful money of the Province of Upper Canada to us as such attorneys as aforesaid paid, grant and release to James Givins, of the City of Toronto, County of York, Home District and Province aforesaid, Esquire, all that certain parcel or tract of land situate as follows, composing lot nine in the tenth concession of the Township of Otonabee, County of Northumberland, New Castle District and Province aforesaid, containing by admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows: Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes, east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a half, more or less, to the place of beginning, containing two hundred acres of land as aforesaid, and all the right, title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto the said James Givins, his heirs and assigns forever.

IN WITNESS WHEREOF, we, the said William Allan and Thomas Mercer Jones have hereunto subscribed our hands, as attorneys of the said Canada Company, and affixed our seal of office at the city of Toronto, in the Province of Upper Canada, this eleventh day of March, in the year of Our Lord one thousand eight hundred and thirty-six.

Signed, sealed and delivered }
in the presence of }
JOHN McDONALD
CHARLES WIDDER

W. ALLAN.
THOS. MERCER JONES.

{ Seal of
the
Attornies. }

Received on the day and year in the within deed written, of and from the therein named James Givins, the sum of seventy-five pounds lawful money of the Province of Upper Canada, being the full consideration, money to be paid by him to us.

In presence of

JOHN McDONALD,
CHARLES WIDDER,

W. ALLAN,
THOS. MERCER JONES

REGISTRY OFFICE }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that a memorial of the within Indenture was by me duly registered on the eighth day of October in the year of Our Lord one thousand eight

hundred and thirty-six, at the hour of ten of the clock in the forenoon, in Liber K, folio one hundred and fifty-eight, memorial number four thousand four hundred and sixty eight.

R. H. THROOP,

Deputy Registrar.

THIS INDENTURE, made the ninth day of April, in the year of Our Lord one thousand eight hundred and thirty-six, between James Givins, of the city of Toronto Esquire, and Angelica, his wife, of the first part, and the Honorable John Henry Dunn, the Honorable George Herchmer Markland and William Hepburn, Esquire, all of the said city of Toronto, of the second part.

Whereas, the purchase money, or consideration for the premises hereinafter described, hath been paid or advanced out of certain monies belonging to the Mississagua Tribe of Indians of the Rice and Mud Lakes, and it hath been agreed that a conveyance thereof shall be executed in trust for them in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH, that the said James Givins, for and in consideration of the sum of two hundred pounds of lawful money of Upper Canada to him in hand paid by the said John Henry Dunn, George Herchmer Markland and William Hepburn, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, transferred and confirmed, and by these presents doth grant, bargain, sell, alien, transfer and confirm unto the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, all that certain parcel or tract of land situate as follows, composing lot nine, in the tenth concession of the Township of Otonabee, in the County of Northumberland, in the Newcastle District, containing by admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows: Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot; thence south seventy-four degrees five minutes west thirty three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the place of beginning, containing two hundred acres of land as aforesaid together with all houses, outhouses, woods and waters and other the hereditaments to the said premises belonging, with all the reversions and remainders, estate, right, title and interest at law and in equity of him, the said James Givins, of, in or to the same or any part thereof, to have and to hold the same, with the appurtenances, free and clear from all incumbrances to the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, to the use of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, in trust, nevertheless, and for the absolute use, benefit and behoof of the Mississagua Tribe of Indians residing at the Rice and Mud Lakes, and to be held and disposed of from time to time as they shall direct

and appoint. And the said James Givins, for himself, his heirs, executors and administrators, hereby covenants with the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs and assigns, and their *cestuque* trust, that notwithstanding any act, matter or thing done or permitted by the said James Givins to the contrary, he, the said James Givins, is well entitled by these presents to grant and assure the said hereby conveyed premises to the use and in manner aforesaid.

And also, that the said premises shall at all times hereafter be peacefully enjoyed and the rents and profits thereof taken accordingly without any eviction or denial by the said James Givins or any person or persons lawfully claiming through or under him, free from or by the said James Givins, his heirs, executors or administrators, kept indemnified against all former and other estates, rights, titles and incumbrances created by him or by any person or persons claiming as aforesaid. And further, that the said James Givins and every person claiming as aforesaid will, at the request and costs of the said John Henry Dunn, George Herchmer Markland and William Hepburn, their heirs or assigns, or of any person or persons to be appointed in their stead by virtue of the proviso for that purpose hereinafter expressed, make and execute such acts and assurances for the better assuring the hereby conveyed premises to the use and in manner aforesaid as by the person or persons making such request shall be reasonably required and as shall be tendered to be done and executed.

Provided always, and it is hereby declared and agreed between and by the parties to these presents, that if the said trustees in and by these presents nominated and appointed under this present provision, or any of them, shall die or be desirous to be discharged from, or refuse or decline, or be incapable to act in the trust hereby in them respectively reposed as aforesaid, before the same shall be executed, then and in every such case it shall and may be lawful to and for the surviving or continuing trustees or trustee for the time being, but with the consent in writing nevertheless, of the Governor, Lieutenant, Governor or person administering the Government of the Province of Upper Canada for the time being, from time to time to nominate and appoint any fit person or persons to be a trustee or trustees, in the place or stead of the trustee or trustees so dying or desiring to be discharged, or becoming unwilling or incapable to act as aforesaid. And when and so often as any new trustee shall be nominated and appointed as aforesaid, the said trust premises which shall have been vested in such trustees or trustee so dying, desiring to be discharged or becoming unwilling or incapable to act as aforesaid shall be thereupon with all convenient speed conveyed and transferred so and in such manner as that the same shall and may be legally and effectually vested in the person or persons so to be appointed as aforesaid, either solely or jointly with the surviving or continuing trustees or trustee as occasion shall require, to the use and upon and for the trust, intent and purpose hereinbefore expressed and declared, and the person or persons so to be appointed as aforesaid shall have and be entitled to exercise the same power and authority as if he or they had been appointed a trustee or trustees by these presents.

And this Indenture further witnesseth, that the said Angelica, wife of the said James Givins, for and in consideration of five shillings of lawful money as aforesaid to her by the said John Henry Dunn, George Herchmer Markland and William Hepburn, paid at or before the execution of these presents, the receipt whereof is hereby acknowledged, hath remised, released, quitted claim and forever relinquished, and by these presents, doth remise, release, quit claim and forever relinquish unto them, the said John Henry Dunn, George Herchmer Markland and William Hepburn, and their heirs and assigns, all and all manner of dower which she the said Givins, now hath, or in the event of her surviving the said James Givins, her husband might, or of right ought to have or claim in, to, and out of the said premises above mentioned and every part and parcel thereof, and all manner of action or actions and writ or writs of dower whatsoever.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered by
the above named James Givins
and his wife in the presence of: }
ANDREW TOD,
R. H. THORNHILL,
Both of the City of Toronto,
Gentlemen.

J. GIVINS, [L.S.]
A. GIVINS, [L.S.]
JOHN H. DUNN, [L.S.]
GEORGE H. MARKLAND, [L.S.]
WILLIAM HEPBURN, [L.S.]

Signed, sealed and delivered by
the above named John Henry
Dunn, George Herchmer Mark-
land and William Hepburn in
the presence of: }
W. ROSE, of the City of Toronto,
Gentleman.

£200.

Received on the day of the date of the within written Indenture of and from the above named John Henry Dunn, George Herchmer Markland and William Hepburn, the sum of two hundred pounds of lawful money of Upper Canada, being the consideration money above expressed to be paid by them to me.

J. GIVINS.

Witnesses:

ANDREW TOD,
R. H. THORNHILL.

Before me, the Honorable James Buchanan Macaulay, one of His Majesty's Justices of the Court of King's Bench, of the Province of Upper Canada, personally appeared the above named Angelica Givins, and being duly examined by me touching her consent to be barred of her dower of and in the lands above described, she gave her consent thereto, and it did appear to me that such consent was free and voluntary and not the effect of coercion, or fear of coercion, on the part of her husband or any other person.

Given under my hand this twelfth day of July, in the year of Our Lord one thousand eight hundred and thirty-six.

J. B. MACAULEY, *J.K.B.*

REGISTRY OFFICE, }
COUNTY OF }
NORTHUMBERLAND. }

I do hereby certify that the memorial produced of the within Indenture for registry was by me duly registered on the tenth day of October, in the year of Our Lord one thousand eight hundred and thirty-six, at the hour of nine of the clock in the forenoon, in Liber K, folio one hundred and fifty-nine; memorial number, four thousand four hundred and sixty-nine.

R. H. THROOP,
Dy. Registrar.

No. 44.

KNOW ALL MEN BY THESE PRESENTS, that we, Sawgononghquitwabe, Shawondais, Omemee, Wabechenese and Budjeowowwabe, Sachems or Principal Chiefs of the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, in the Province of Upper Canada, in consideration of the trust and confidence by us reposed in His Most Gracious Majesty, King William the Fourth, and in order that His Majesty, His heirs and successors, may grant and dispose of the lands and hereditaments

hereinafter comprised and described for the benefit of the said Indians in such manner and form and at such price or prices as to His said Majesty, His heirs or successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up, and by these presents do remise, release, surrender, quit claim and yield up unto His said Most Gracious Majesty King William the Fourth, His heirs and successors, all those several lots, pieces or parcels of land situate on Wolfe Lake, in the Township of Bedford, in the Midland District of the said Province (that is to say), lots eighteen, nineteen, twenty, twenty-two, twenty-three, twenty-four, twenty-five and twenty-six, in the ninth concession of the said township. Also, lots eighteen, nineteen, twenty-one, twenty-two, twenty-three, twenty-five, twenty-six and twenty-eight in the tenth concession of the same township. And also, lots twenty-two, twenty-three and twenty-four in the eleventh concession of the said township, and containing in the whole two thousand six hundred and eighty acres, or thereabouts, to the end, intent and purpose that the said lands and premises shall and may be granted and disposed of by His said Majesty, His heirs and successors, in trust for the benefit of the said Mississagua Tribe of Indians, of Kingston and the Bay of Quinté, and upon and for no other use, trust, end, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Sachems or Principal Chiefs of the said Indians have hereunto set our hands and seals at the Rice Lake this twenty-fifth day of May, in the year of Our Lord one thousand eight hundred and thirty-six.

Signed and sealed in the
presence of }
CHARLES ANDERSON,
JOHN TURNER,
THOS. B. BENEDICT.

JOHN SUNDAY (totem) [L.S.]
(totem) [L.S.]
(totem) [L.S.]
(totem) [L.S.]
(totem) [L.S.]

No. 45.

MY CHILDREN :

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

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

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

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

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

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

Are you, therefore, the Ottawas and Chippewas, willing to relinquish your respective claims to these islands and make them the property (under your Great Father's control) of all Indians whom he shall allow to reside on them; if so, affix your marks to this my proposal.

MANITOWANING, 9th August, 1836.

F. B. HEAD,
 J. B. ASSEKINACK,
 MOKOMMUNISH, (totem)
 TAWACKKUK,
 KIMEWEN (totem),
 KITCHEMOKOMON (totem),
 PESCIATAWICK (totem),
 PAIMAUSEGAI (totem),
 NAINAWMUTTEBE (totem),
 MOSUNEKO (totem),
 KEWUCKANCE (totem),
 SHAWENAUSEWAY (totem),
 ESPANIOLE (totem),
 SNAKE (totem),
 PAUTUNSEWAY (totem),
 PAIMAUQUMESTCAM (totem),
 WAGEMAUQUIN (totem).

No. 45½.

To the Saukings:

MY CHILDREN,

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

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

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

MANITOWANING, 9th August, 1836.

Witness:

T. G. ANDERSON, *S.I.A.*,
 JOSEPH STINSON, *Genl. Supt. of Wesleyan Missions*,
 ADAM ELLIOT,
 JAMES EVANS,
 F. L. INGALL, *Lieut. 15th Regt. Commandg. Detacht.*,
 TALFOURD W. FIELD, *Dist. Agent*.

F. B. HEAD,
 METIEWABE (totem),
 ALEXANDER (totem) KAQUTA BUNE-
 VAIREAR,
 KOWGISAWIS (totem),
 METTAWANSH (totem),

No. 46.

AMHERSTBURG, 20th September, 1836.

We the undersigned Chiefs and Warriors, in the name and in behalf of the Wyandot Tribe of Indians inhabiting the tract of hunting ground commonly known
 8*

and described as the Huron Reserve, in the Township of Malden, County of Essex, in Upper Canada, being desirous to be permitted to sell a portion of our said hunting ground, or Huron Reserve, which from the industry of the whites has now become highly valuable, and annually to receive the interest of the proceeds thereof without any deductions whatsoever, do hereby this day, in Council at Amherstburg, propose to our Great Father to surrender to him for the general expenses of the Indians in Upper Canada the South third part (C) of the said Huron Reserve, provided our Great Father will sell for us the north third part (A) of the said reserve, paying to us and to our tribe annually, as before stated, the interest of the proceeds thereof, without any deductions whatsoever, and provided the stone quarry which we at present occupy be retained for the use of the Wyandot Indians only.

RIVER DETROIT.	North.
	A.
	B.
	C.

Signed in presence of:

GEO. IRONSIDE, *S.I.A.*,
 JAS. GORDON,
 W. A. CUTHBERT, *Capt. 15th Regt. Commanding Detachment*,
 N. RUDGURD, *Lt. 15th Regt.*,
 W. WALLACE, *M. D., Asst. Surg., 15th Regt.*

his
 THOMAS x CLARKE,
 mark
 ADAM BROWN,
 his
 JOSEPH x WARROW,
 mark
 his
 PETER x GOLD,
 mark
 x HENRY HUNT,
 x NICHOLAS SAFIRA,
 THOMAS MCKEE,
 WILLIAM CLARKE,
 PETER CLARK,
 x FRANCIS PARKE,
 x JOHN BAPTISTE,
 F. COTTER.

Approved,

F. B. HEAD,
Lt. Governor.

J. JOSEPH, *Secretary.*

We, the undersigned Warriors of the Wyandot Tribe of Indians residing on the Huron Reserve, and who were not present at the Council held at Amherstburg on the 21st inst. by His Excellency the Lieutenant Governor, for the purpose of disposing of part of our lands—

Do hereby make known our approval of the arrangements then entered into by our Chiefs and Principal Men.

AMHERSTBURG, 26th September, 1836.

Signed in the presence of:

GEO. IRONSIDE, *S.I.A.*,
 W. A. CUTHBERT, *Capt. 15th Regt. Commanding Detachment*,
 N. RUDGURD, *Lt. 15th Regt.*,
 WILLIAM JONES, *Asst. Supt. Ind. Dept.*

ANTHONY COTTER,
 ISAAC P. DRIVER,
 FRANCIS COTTER,
 PETER HUNT,
 NICHOLAS COTTER,
 his
 MATTHEW x GREY EYES,
 mark
 his
 MATTHEW x BROWN,
 mark.

INDIAN DEPARTMENT,

AMHERSTBURG, 27th Sept., 1836.

SIR,

I have the honor to acknowledge the receipt of your letter of 22nd inst., and agreeably to the instructions therein contained, I lost no time in assembling the Indians of the Wyandot Tribe who were not present at the Council of the 21st. I then explained to these people the nature of the agreement which was signed by their Chiefs and brethren. They expressed their approbation of the arrangement in terms of high satisfaction, and signed the enclosed document, which I have now the honor to transmit through you to His Excellency the Lieutenant Governor.

I take this opportunity to remind you of the Proclamation which His Excellency was pleased to say he would cause to be sent up to prevent trespasses being committed on the reserve.

I have the honor to be,

Sir,

Your most obedient,

Humble servant,

GEO. IRONSIDE,

S. I. A.

J. JOSEPH, Esquire,

Secretary to His Excellency Sir Francis B. Head,
Toronto.

No. 47.

UPPER CANADA.

We, the undersigned Chiefs and others of the Moravian Tribe of Indians occupying lands on the River Thames, in the Province of Upper Canada, having had three several Councils at which we have considered the subject of giving up to our Great Father the King all our interest in the lands occupied by us on the north side of the said River Thames, do now voluntarily propose to relinquish and give up the same to our Great Father the King in consideration of his paying to us an annuity of six hundred dollars every year on the first day of April, and also a reasonable compensation in money to such of our Tribe as have made improvements on our said lands, such compensation to be paid as soon as the value of such improvements are ascertained, and in order to testify our consent to this proposal we do hereby affix our respective marks this twenty-fifth day of October, in the year 1836.

Witnesses present:

J. B. CLENCH,

Supt. Indian Affairs,

NATHAN CORNWALL,

ERASMUS BRERETON,

DAVID SHERMAN,

C. ARNOLD,

JAMES READ,

JNO. VAN ALLEN.

his

TOBIAS x (Chief),

mark.

JOHN PETER's x mark (Chief),

JOHN HENRY's x mark,

JOB SAMUEL's x mark,

EDWARD's x mark,

GIDEON's x mark,

GODFREY WHITEYE's x mark,

ELISHA KINQUOPOT's x mark,

HENRY's x mark (Chief),

DANIEL's x mark,

TOBIAS's x mark (2nd),

NOAH WHITEYE's x mark,

BILL WILLSON's x mark,

HUBBILL's x mark,

JAMES ARMSTRONG's x mark,

SAMUEL PETER's x mark,

JOSEPH HENRY'S x mark,
LENO'S x mark,
ADAM'S x mark,
DAVID'S x mark,
CRANBERRYMARSH'S x mark,
JOHN'S x mark,
JOB SAMUEL'S x mark,
YEFTOO'S x mark,
JOHN WILLSON'S x mark,
FREDERICK'S x mark,

F. B. HEAD,

Lieut. Governor.

A survey and estimate of the improvements on the north side of the River Thames on the Moravian Grant:—

NAMES.	Acres.	Roods.	Rods.	Amount.		
				£	s.	d.
Frederick Samuel, one dwelling house and barn.....	14	0	0	50	0	0
Job Nathan, one house.....				6	5	0
Philip Jacobs, frame house and log barn.....	5	1	0	37	10	0
Joab Samuel.....	5	0	0	10	0	0
Tobias.....	0	3	24	1	16	0
Godfrey Whiteye's wife.....	1	2	0	3	0	0
Jesse Williams.....	0	2	0	1	0	0
Phillipine.....	2	2	1	5	0	3
Elisa.....	1	0	1	2	0	3
Sophia Whiteyes.....	8	1	1	16	10	3
Jurteene.....	0	3	2	1	10	6
Louisa.....	3	0	2	6	0	6
Barbary.....	1	0	0	2	0	0
Anna Marah.....	1	2	3	3	0	9
Joel.....	1	0	0	2	0	0
John Wisner.....	0	2	1	1	0	3
Jacob Pheasant.....	2	0	3	4	0	9
William Bob.....	0	2	0	1	0	0
Amos Timothy.....	0	1	2	0	10	6
Salome.....	3	0	3	6	0	9
Susannah.....	2	0	0	4	0	0
John Peter's wife.....	1	0	0	2	0	0
Henrietta.....	3	0	3	6	0	9
Agness.....	4	0	0	8	0	0
Daniel Locus.....	2	3	1	5	10	3
Lucia.....	4	2	1	9	0	3
Christiana Jacobs.....	6	2	3	13	0	9
Edward Whiteyes.....	1	0	3	2	0	9
Susannah.....	1	1	1	2	10	3
Anthony Russett.....	7	0	2	14	0	6
John Peters.....	4	1	4	8	11	0
John Adams.....	1	3	28	3	16	10
John Caleph.....	3	0	0	6	0	0
Anna Johannah.....	1	2	0	3	0	0
James Armstrong.....	6	1	8	12	12	0
Moses.....	4	3	28	9	17	0
Allan Hendrake.....	1	2	3	3	0	9
Henry Mingo.....	8	0	0	16	0	0
Thomas.....	2	0	0	4	0	0

Currency..... £293 6 10

The above appraisement made by George P. Kirby, Esquire, and Christopher Arnold, Esquire, and John Williams and David Sherman.

NATHAN CORNWALL.

Sent the receipt of the Moravian Chiefs for the amount of this account the 16th August, 1837, to A. C. G. Foote.

S. P. JARVIS.

Personally appeared before me Nathan Cornwall, Esquire, one of His Majesty's Justices of the Peace for the Western District, and maketh oath that they believe the foregoing appraisement to be just and correct, according to the best of their knowledge and belief.

Sworn and subscribed before me }
 this 15th day of July, 1837. }
 NATHAN CORNWALL,
J. P., W. D.

GEORGE P. KIRBY,
 CHRISTOPHER ARNOLD,
 JOHN WILLIAMS,
 DAVID SHERMAN.

No. 48.

UPPER CANADA,
 TORONTO, 26th November, 1836.

We the undersigned Chiefs and Warriors, in the name and on the behalf of the Chippewa Tribe of Indians of Lakes Huron and Simcoe, now occupying the tract of land on the public high road leading from Coldwater to the Narrows of Lake Simcoe, reserved by our Great Father for our use and cultivation, being desirous that the same shall be sold, do hereby this day in Council, at Toronto, propose to our Great Father to surrender the said tract in consideration of our tribe receiving annually the interest of one-third part of the proceeds of such sale—another third part of the same proceeds to be applied for the general use of the Indian tribes of the said Province—and the residue of the said proceeds to be applied to any purposes (but not for the benefit of the said Indians) as the Lieutenant Governor may think proper to direct.

Witness:

J. GIYINS, *C. S. I. A.*,
 W. B. ROBINSON, *M.P.P.*,
 WILLIAM HEPBURN.

YELLOW (totem) HEAD,
 JOHN (totem) AISANCE,
 THOMAS (totem) NAINESHUNK,
 WAHBONE (totem) YOUNG,
 (totem) SHAWGASHE.
 BIG x SHILLING,
 JAMES x BIGWING,
 JOSEPH x SHILLING,
 BENJAMIN x JOSEPH,
 HENRY x JONES,
 HENRY x STANOUR,
 JOHN x PAWGAWAZNINE,
 x SHAWWENWABUNG.

Approved, F. B. HEAD,
Lt. Governor.

No. 48½.

PROVINCE OF UPPER CANADA.

F. B. HEAD.

WILLIAM THE FOURTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these Presents shall come,—GREETING:

KNOW YE, that We, of Our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the New England Company, by the name and description of "The Company for the Propagation of the Gospel in New England and the parts adjacent in America," successors forever, all that parcel or tract of lands situate in the Township of Smith, in the County of Northumberland, in the District of Newcastle, in Our said Province, containing by admeasurement 1,600 acres, be the same more or less, being composed of lots Nos. 16, 17 and 18, and the north part of broken lot No. 19, in the 12th Conces-

sion; the broken lots Nos. 17, 18, 19, 20, and north parts of broken lots Nos. 21, 22 and 23, in the 13th Concession; and broken lots Nos. 18, 19 and 20, lot No. 21, broken lot No. 22, and so much of broken lots Nos. 23 and 24 as lie south of Little Lake, in the 14th Concession of the said Township of Smith, together with all the woods and waters thereon lying and being, under the reservations, limitations and conditions hereinafter expressed: Commencing on Buck Horn Lake, in the southern limit of allowance for road between the 14th and 15th Concessions; then north 74 degrees east 76 chains, more or less, to the limit between lots No. 22 and 23; then south 16 degrees east 44 chains, more or less, to Little Lake; then south-westerly, easterly, northerly and easterly, round a point of land; then south-westerly into Mud Lake; then south-westerly following the north shore of Mud Lake round a point of land into Buck Horn Lake; then along the eastern shore of Buck Horn Lake following the several turnings and windings of the same to the place of beginning.

Recorded Oct. 17th, 1837.

CHR. HAGERMAN,
Atty. Genl. }

To have and to hold the said parcel or tract of land hereby given and granted to them the said New England Company, reserving one chain for a road between the 12th and 13th, and one chain between the 13th and 14th Concessions, with free access to the beach for all vessels, boats and persons, and their successors and assigns for ever; saving, nevertheless, to Us, Our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saying and reserving to Us, Our heirs and successors, all white pine trees, that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid. Provided, always, that no part of the parcel or tract of land hereby given and granted to the said New England Company and their successors and assigns, be within any reservation heretofore made and marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful Deputy, in which case, this Our grant for such part of the land hereby given and granted to the said New England Company and their successors and assigns for ever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void, and of none effect, anything herein contained to the contrary notwithstanding.

And whereas, by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of His late Majesty, King George the Third, entitled: "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled: 'An Act for making more effectual provision for the Government of the Province of Quebec, in North America, and to make further provision for the Government of the said Province,'" it is declared, "that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the lands to be allotted and appropriated solely to the maintenance of a Protestant Clergy within the said Province, in respect of the lands to be thereby granted." Now know ye, that We have caused an allotment or appropriation of 228 acres and 4ths to be made in lots Nos. 33, and 40, in the 15th Concession of the said Township of Smith.

Given under the Great Seal of Our said Province of Upper Canada: Witness Our Trusty and Well-beloved Sir Francis Bond Head, K.C.B., &c., &c., &c., Lieut. Governor of Our said Province, this third day of April, in the year of Our Lord one thousand eight hundred and thirty-seven, and in the seventh year of Our Reign.

F. B. H.

By command of His Excellency in Council.

D. CAMERON.

O. C. 15th Aug., 1836, Admn. of }
Sir F. B. HEAD, K.C.B., &c. }

Secry.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 28th March, 1876.

I hereby certify the within to be a true and faithful copy of the record of the original patent, as entered in Lib. C. W., Folio 71.

JOHN F. C. USSHER,
Deputy Registrar of the Province of Ontario.

No. 49.

KNOW ALL MEN BY THESE PRESENTS, that we, John Sunday, Jacob Sunday, Jacob Pazhegezick, James Sahgahnahquottwabe, Jacob Pahbewun and James Nahwah-quashkum, Sachems and Chief Warriors of the Mississagua Tribe of Indians, of Kingston and the Bay of Quinté, now settled in the Township of Alnwick, in the District of Newcastle, in the Province of Upper Canada, in consideration of the trust and confidence we repose in Her Majesty Queen Victoria of Great Britain and Ireland, do hereby surrender and yield up to Her said Majesty, Her heirs and successors, all that tract of land situate in the Midland District, and long known as Waboose Island, to hold the same to Her said Majesty, Her heirs and successors, forever, the said island containing six hundred acres, be the same more or less. And we do hereby make this surrender to Her Majesty for the purpose of enabling Her said Majesty to sell and dispose of the said island for the highest price that can be had for the same, for our benefit and advantage. And we do hereby declare our wish and desire that the money arising from the sale of the said island should be invested in good and safe Government or other securities at legal interest, which interest to be paid to us from time to time as we may require it.

IN WITNESS WHEREOF, we, the said Sachems and Principal Warriors aforesaid, have hereunto set our hands and seals this fifteenth day of June, one thousand eight hundred and thirty-eight.

Signed, sealed and delivered }
in presence of: }
CHARLES ANDERSON,
SILVESTER HURLBURT.

JOHN SUNDAY (totem), [L.S.]
JACOB SUNDAY (totem), [L.S.]
JACOB PAZHEGEZHICK (totem), [L.S.]
JAMES SAHGAHNAQUOTTWABE (totem), [L.S.]
JACOB PAHBEWUN (totem), [L.S.]
JAMES NAH-WAH-QUASH-KUM (totem). [L.S.]

No. 50.

INDIAN OFFICE, TORONTO, 5th January, 1841.

The Lieutenant Governor has directed me to inform the deputation of Chiefs from the Grand River that he has maturely considered their speech to him, and particularly that important part of it which relates to the occupation of their lands by white people without authority.

The Lieutenant Governor is of opinion that very great difficulties will be found in any medium course between the expulsion of all intruders or non-interference, as experience has shewn that with all the anxiety to do justice, and with all the care exercised to prevent injury to Indian interests, the interference of the Indians themselves, continually, has created new difficulties, to which there seems to be no end, and yet the Government is expected to compromise its own character by adjudging what is right and wisely recommended by the Indians, or what, on the other hand, may be capriciously or corruptly counselled by them.

The Lieutenant Governor is of opinion that there can be no remedy found for the continuance of this unsatisfactory and embarrassing state of affairs while the lands remain general property under circumstances which it is no reproach to the Indians to say that they cannot manage the estate for the general interests of the tribes.

The Lieutenant Governor therefore considers that it would be very much for the benefit of the interests of the Indians if they surrendered into the hands of Government the whole tract, with the exception of such part of it as they may choose to occupy as a concentrated body, so that the same may be disposed of by Government; and the Lieutenant Governor therefore strongly recommends that this course be adopted by them, that they immediately select a tract of sufficient extent to give each head of a family or grown up man a farm of one hundred or two hundred acres (as may be thought expedient), for cultivation in the most eligible situation on the river, together with a further quantity to be reserved for firewood and other contingencies; that the Indians then remove to this tract and live together as a concentrated body upon the farms assigned to them, and that the residue of the tract be surrendered to be disposed of for the exclusive benefit of the Indians.

The Lieutenant Governor is also of opinion that when the Indians are thus settled together there will be no difficulty in keeping away intruders, or summarily punishing them should they persevere in committing trespasses on their tract of land.

The Lieutenant Governor feels confident that the proceeds of the sale of the residue of the land and the timber growing upon it will retrieve the affairs of the Six Nations Indians, as well as confer on that section of the Province a lasting benefit, by bringing into cultivation a large tract of the finest description of land, which at present is not only unproductive to the Indians, but absolutely useless to them in every point of view, and which is considered by the public a bar to the improvement and prosperity of the districts in which it is situated, and in fact a nuisance which the public have a right to call upon Government to abate.

It is unnecessary for the Lieutenant Governor again to express the great anxiety felt by the Queen's Government to promote the interest of the Indians and to carry out such a system in the management of their affairs as may conduce to this end; and the Lieutenant Governor therefore trusts that every member of the community of the Six Nations Indians will believe him when he states that if he were not firmly convinced that the plan proposed in this communication was the most proper for their adoption he would not have recommended it.

SAM. P. JARVIS,

Ch. S. I. Affairs.

To

JOHN SMOKE JOHNSON,
PETER GREEN,
PETER FISHCARRIER,
THOMAS ECHO,

And others forming the deputation of Mohawk Chiefs.

SENECA, 15th January, 1841.

To the Chiefs of the Six Nation Indians:

Being convinced by conversation with several Indians of the Six Nations, since my arrival among them, that my communication to the Chiefs of the 5th January, 1841, relating to the Six Nations lands upon the Grand River is altogether misinterpreted by them, I have thought it necessary to submit the following in explanation of that document and of the intention of Government, in order to protect the true interests of the Indians.

The Government is of opinion that it would greatly conduce to the happiness, comfort and wealth of the Six Nations if all their land, with the exception of what

is necessary for their own cultivation and for firewood, should be disposed of, so as to create a fund continually increasing for the benefit of the Six Nations, and upon such a plan they are of opinion that the income of the Six Nations can be immediately increased by a sum varying from £3,000 to 5,000 per annum.

The Government, therefore, in the communication of the 5th January instant, proposed to the Chiefs and Warriors that the whole tract, with the exception of such part of it as they may choose to occupy as a concentrated body, should be surrendered, so that the same should be immediately disposed of for the benefit of the Indians, and to relieve the present embarrassed state of their affairs.

The Government were also of opinion that it would be for the benefit of the Indians, and proposed in the communication of the 5th instant, that they should remove to such tract as should be thus reserved and set apart for their exclusive benefit, and become pledged to protect the same from every species of injury or intrusion upon the part of the white man. But in expressing thus their opinion to the Chiefs and proposing that such a reservation should be made, it was by no means the intention of the Government, nor is it their intention, to desire the removal of any Indian from a farm at present in his occupation, and when the Indian himself is content to remain; but they deem it advisable to secure a tract permanently for their improvements, under sanction of the Government, and to remove to such reservation where a home should be secured to him apart from the interference of the white man. And I wish it now to be thoroughly understood, that it is by no means desired to remove the Indians from lands at present in their occupation, nor at any time to press such a measure upon them, but that the removal in all cases should emanate voluntarily from themselves, if, at any future period, they should think it advantageous so to do, and that the white men who are now on the tract and who have almost without exception been invited and introduced into the tract by the Indians themselves, should be no longer suffered to remain upon these valuable lands without paying a single shilling to the Indian funds, but the Government shall immediately interfere to compel the payment of a fair value into the funds.

I wish it likewise to be understood, that in case any Indian (upon the proposed plan) should desire to dispose of his improvement, and to remove to the reserved tract, no bargain can be noticed or allowed which is not in the first instance proposed, as well by the purchaser as the Indian to the Department, and approved of, and that any further trespasses or intrusion, of any nature whatsoever, upon the reserved tract, whether committed without or with the approbation of the Indians, either singly or collectively, will meet with the strongest disapprobation of the Government, and that the party offending shall be immediately removed and punished according to the law.

From a careful enquiry into the nature of the claims of the white men to the lands in their occupation it is but too plainly apparent that they have been invited by the great majority of the Indians, and that the latter have received large sums of money which they are wholly incapable of ever refunding. So far, indeed, from the Government receiving any co-operation from the Indians, notwithstanding their repeated remonstrances and calls upon them for protection, they find every measure proposed thwarted by the conduct of the Indians themselves, by the repeated pretended sales of their public property, and that, too, not only within the last year, but if I am correctly informed, within the last fortnight, by some of the Chiefs and Indians who have been most urgent in their remonstrances.

Under such circumstances it cannot be expected, nor would it in any manner tend to the interests of the Indians, that upwards of 2,000 white persons nearly equal in number to the Indians upon the Grand River, should be utterly removed from their homes, for which in some instances they have paid so dearly to individual Indians; neither justice or policy, or a due regard to the Indian interests, requires or will permit of such a measure nor can any such be expected to be approved of by me or recommended to the Government.

I am informed, and believe from my own observations, that the above plan proposed meets with the approbation of the most intelligent, industrious and worthy of the Indians, and I am fully satisfied that their true interest requires its adoption.

Those who are opposed to it must therefore reflect that any private division in the Council, from whatever cause proceeding, cannot prevent the Government from interfering in seconding the wishes of the industrious and from promoting the wealth and prosperity of the Nations as a body.

In case any further divisions should take place in Council, and by declining amicably to meet the views of Government, the Indians should continue to thwart the measures devised as most conducive to their interest, I am apprehensive that the Government will be compelled, however reluctantly, to take into their own hands the exclusive management of their affairs, and as Chief Superintendent it will be my duty, immediately upon my return, to recommend such a course, to prevent the public property of the Six Nations from being sacrificed to the avarice and rapacity of individuals.

I have made frequent applications to the British Government relating to the stock in the Grand River Navigation Company held by the Indians, and I think I can with safety say that measures will be soon adopted in relation to that matter advantageous to the Indians. In conclusion, I can only further assure you, that if the above measure proposed has not been maturely considered, and if it was not thought most calculated to promote the interests of the Six Nations, it never would have received the approbation of the Government, nor of myself as head of the Department.

I therefore recommend to the Indians in Council that they approve of the Government disposing for their exclusive benefit and advantage, either by lease or otherwise, of all their lands which can be made available, with the exception of the farms at present in their actual occupation and cultivation, and of 20,000 acres as a further reservation, and that the selection of this reservation be deferred until after a general survey of the tract, when the position most advantageous to the general interests and peculiar wants of the Indians can be more judiciously selected. I will merely add that I will meet the Chiefs in Council at the Onandaga Council House on Monday next, at 1 o'clock, to receive their answer.

SAM. P. JARVIS,

Ch. S. I. Affairs.

The Chiefs and Warriors of the Six Nations Indians upon the Grand River in full Council assembled at Onandaga Council House, this eighteenth day of January, in the year of Our Lord one thousand eight hundred and forty-one, having maturely considered the proposal made to them by Samuel Peters Jarvis, Esquire, Chief Superintendent of Indian Affairs, contained in the annexed documents, dated the 5th and 15th January, 1841, in full reliance and confidence in Her Majesty's Government that they will dispose of the property of the Six Nations Indians, for the sole benefit of them and their posterity for ever, according to the intent and meaning of the said annexed documents, and for no other purpose whatsoever, to the best of their judgment, and also in full confidence and reliance upon Her Majesty's Government, that they shall not sell, or dispose of in fee simple any portion of that tract called the Johnson Settlement, unless what is available to be sold as town lots in the immediate neighbourhood of the Town of Brantford, without the assent of those Indians for whom the same was formerly reserved first being obtained, have and do hereby assent to Her Majesty's Government disposing of the land belonging and formerly reserved upon the Grand River for the Six Nations Indians, for the benefit of the said Six Nations, and for full and valuable consideration according to the best of their judgment, so as to preserve the benefit thereof for them the said Six Nations and their posterity for ever, and for no other purpose, according to the intent and meaning of said annexed documents, dated the 5th and 15th January, 1841, respectively.

IN TESTIMONY WHEREOF, we, Moses Walker, John Smoke Johnson, Skanawate, Kanokaretini, Peter Green, John Whitecoat and Jacob Fish, being deputed by the

said Six Nations in full Council assembled to assent to the same in their behalf, have hereto set our hands and seals this 18th January, 1841.

Signed, sealed and delivered in presence of us, being fully interpreted by Mr. Jacob Martin, a subscribing witness to these presents: J. MARTIN, <i>I. I. Department,</i> JAS. WINNIETT, <i>S.I.A.,</i> JOHN W. GWYNNE.	MOSES WALKER,	[L.S.]
	JOHN S. JOHNSON,	[L.S.]
	SKANAWATE, ^{his} X mark.	[L.S.]
	KANOKARETINI, ^{his} X mark.	[L.S.]
	JOHN WHITECOAT, ^{his} X mark.	[L.S.]
	PETER GREEN.	[L.S.]

PROVINCIAL REGISTRAR'S OFFICE, 1st Nov., 1844.

I hereby certify that the foregoing surrender, together with the documents therein referred to of the 5th and 15th Jan., 1841, respectively, have this day been entered on the records of this office, in Lib. A, folio 241.

R. D. TUCKER,
Registrar.

No. 51.

To all to whom these presents shall come,—GREETING:

KNOW YE, that we the undersigned Chiefs of the Mohawk Nation of Indians of the Bay of Quinté have surrendered, and do hereby, on behalf of our said tribe, and with their entire consent, surrender unto Her Majesty, Her heirs and successors, all that parcel or tract of land in this Township of Tyendenaga which is known as the tract reserved to be leased, or may be otherwise described as the tract lying within the following limits, viz.: Commencing at the south-west angle of the north half (or 80-acre lot) of number twenty-eight, in the fourth concession, north of the road in the said Township of Tyendenaga; thence easterly along the centre line in the said fourth concession to the boundary of the township; thence northerly along the said boundary line to the rear of the said township; thence westerly along the boundary line between Hungerford and Tyendenaga to the north-west corner of lot number twenty-eight in the tenth concession; thence southerly along the side lines, between numbers twenty-seven and twenty-eight, through the several concessions, viz: ten, nine, eight, seven, six, five, and the north half of the fourth, to the place of beginning; in trust, with the understanding that the said parcel of land is to be disposed of to the best advantage, and the proceeds to be invested for the benefit of our tribe, as is more fully set forth in the surrender of the tract lying to the west of the above described parcel of land and now in course of sale.

Done at Tyendenaga, in the Victoria District, this fifteenth day of April, in the year of Our Lord one thousand eight hundred and forty-three.

In presence of:	^{his} BRANT X BRANT,	[L.S.]	} Chiefs.
SALTERN GIVINS, <i>Missionary,</i>	^{mark.} POWLES CLAUS,	[L.S.]	
JOHN HILL,	^{his} THOMAS X GREEN,	[L.S.]	
SETH POWLES,	^{mark.} JOHN W. HILL.	[L.S.]	
^{his} HENRY X LOFT,			
^{mark.} JOHN CULBERTSON.			

No. 52.

KNOW ALL MEN BY THESE PRESENTS, that I, James Henderson, of the Town of Kingston, in the Midland District and Province of Canada, Esquire, for and in consideration of the sum of six hundred pounds of lawful money of Canada to me in hand paid on behalf of Her Majesty Queen Victoria at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have surrendered, granted and yielded up, and by these presents do surrender, grant and yield up unto Her said Majesty Queen Victoria, Her heirs and successors, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Cartwright, in the County of Durham in the Newcastle District in that part of the Province of Canada heretofore called Upper Canada containing by admeasurement eight hundred acres of land, be the same more or less, being composed of lots numbers six and seven in the eleventh concession and lots numbers seven and eight in the twelfth concession of the said Township of Cartwright, together with all houses, outhouses, woods and waters thereon erected, lying and being, and all and singular the hereditaments and appurtenances to the said premises in anywise belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits of, in, to or out of the same and every part thereof.

To have and to hold the same, with the appurtenances, freed and discharged from all encumbrances whatsoever unto Her said Majesty Queen Victoria, Her heirs and successors, to the use, intent and purpose that the said parcels or tracts of land, hereditaments and premises hereby surrendered shall and may from henceforth and forever hereafter be vested in, held and enjoyed by Her said Majesty Queen Victoria, Her heirs and successors, upon trust, nevertheless, for the tribe of Mississauga Indians settled at Balsam Lake, in the Newcastle District, and their posterity forever; and I, the said James Henderson, for myself and my heirs, executors and administrators, do covenant, grant and agree to and with Her said Majesty Queen Victoria, Her heirs and successors, that I, the said James Henderson, am the true, lawful and rightful owner of all and singular the said parcels or tracts of land and premises above mentioned, with the appurtenances, and of every part and parcel thereof, and now am lawfully and rightfully seized in my own right of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the premises hereby granted, surrendered and yielded up or intended to be granted, surrendered and yielded up, without any condition or limitation of use or uses, or any other matter or thing to alter, charge, change, encumber or defeat the same.

And also, that Her said Majesty Queen Victoria, Her heirs and successors, shall and may, from time to time, and at all times hereafter, forever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said premises above mentioned, and every part and parcel thereof, with the appurtenances, upon trust as aforesaid, without the let, trouble, hindrance, molestation, interruption or denial of me, the said James Henderson, my heirs or assigns, or any other person or persons whomsoever lawfully claiming or to claim by, from or under me, them, or any, or either of them; and further, that I, the said James Henderson, and my heirs, and all and every other person and persons whomsoever having or lawfully claiming any estate, right, title, trust or interest of, in or to the said premises above mentioned, or any part thereof, by, from or under me, them or any or either of them, shall and will at all times hereafter upon the reasonable request and at the proper costs and charges of Her said Majesty Queen Victoria, Her heirs and successors, do and execute or cause or procure to be made, done and executed all and every such further and other lawful and reasonable act or acts, devices, conveyances and assurances in the law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said premises above mentioned, with the appurtenances, unto Her said Majesty Queen Victoria, Her heirs and successors, as by Her said Majesty Queen Victoria, Her heirs or successors, Her or their counsel, shall be reasonably devised, advised or required; and also that I, Millicent Pollock Henderson, wife of the above named James Henderson, for and in consideration of the sum of

five shillings of lawful money as aforesaid, to me on behalf of Her said Majesty Queen Victoria now in hand paid, have remised, released and forever relinquished, and by these presents do remise, release and forever relinquish unto Her said Majesty Queen Victoria, Her heirs and successors, all and all manner of dower and right or title of dower whatsoever which I, the said Millicent Pollock Henderson, in the event of surviving my husband, might or of right ought to have or claim in, to and out of the said parcels or tracts of land and premises above mentioned, and every part and parcel thereof and all manner of action or actions and writ or writs of dower whatsoever.

IN WITNESS WHEREOF, we, the said James Henderson and Millicent Pollock Henderson, have hereunto respectively set our hands and affixed our seals this third day of November, in the year of Our Lord one thousand eight hundred and forty-three.

Signed, sealed and delivered by the
within named James Henderson and
Millicent Pollock Henderson in the
presence of

JAMES HENDERSON,
MILlicENT P. HENDERSON.

[L.S.]
[L.S.]

N. McLEOD.

REGISTRY OFFICE,
COUNTY OF DURHAM,
DISTRICT OF NEWCASTLE.
To Wit:

I do hereby certify that a memorial produced of the within deed of surrender was by me duly registered on this thirtieth day of November, in the year of Our Lord one thousand eight hundred and forty-three, at the hour of nine o'clock in the forenoon, in Book L, page number four hundred and eighty-one, memorial number six thousand two hundred and twenty-nine, and proved on the oath of Neil McLeod, of the Town of Kingston, in the Midland District and Province of Canada, Gentleman.

GEO. F. WARD,

Deputy Registrar.

Recorded 14th February, 1867. }
Lib. C. S. of Surrenders, Fol. 288. }
GEO. H. LANE,
Dep. Provl. Registrar.

No. 52.

THIS INDENTURE, made the third day of June, in the year of Our Lord one thousand eight hundred and forty-four, between the Honorable John Henry Dunn, of the Town of Kingston, in the Midland District and Province of Canada, and the Honorable George Herchmer Markland, of the same place, of the first part, and Her Most Excellent Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the second part, Witnesseth: that whereas by a certain indenture of bargain and sale, in trust made on the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, between John Johnson Claus, of the Town of Niagara, Esquire, eldest surviving son and heir-at-law, of the late Honorable William Claus, in his lifetime Superintendent General of Indian Affairs in the Province of Upper Canada, of the first part; and the Honorable James Baby, then of the Town of York, in the said Province, Inspector General of Public Provincial Accounts, and the said John Henry Dunn and George Herchmer Markland, of the second part. He, the said John Johnson Claus, did, for the consideration therein mentioned, grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or

tract of land situated, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the Ottawa District, in the Province of Upper Canada, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lots numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession; and lots fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the said Township of Hawkesbury; which said lands and tenements are butted and bounded as described in the said Indenture. To have and to hold the said parcel or tract of lands, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of him, the said John Johnson Claus, of, in, to or out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors administrators, and assigns, freed and discharged from all incumbrances whatsoever; and whereas, by a certain other Indenture of bargain and sale in trust, made on the same day and year aforesaid, between the said John Johnson Claus, as eldest son and heir-at-law, as aforesaid, of the first part, and the said James Baby, John Henry Dunn and George Herchmer Markland, of the second part, he, the said John Johnson Claus, for the consideration therein mentioned, did grant, bargain sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situated, lying and being in the Township of Innisfil, in the County of Simcoe, in the Home District, containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one, and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen, and twenty-one in the fourth concession of the said Township of Innisfil, which said parcel or tract of land is butted and bounded as described in the said Indenture of bargain and sale secondly herein in part described. To have and to hold the same parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said John Johnson Claus, of, in, to and out of the same and every part and parcel thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances.

And whereas, by a certain other indenture of bargain and sale in trust, made on the same day and year aforesaid, between Catherine Claus, of the Town of Niagara, aforesaid, widow of the said Honorable William Claus, of the first part, and the said James Baby, John Henry Dunn and George Herchmer Markland, of the second part, she, the said Catherine Claus, for the consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, and to their executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division), aforesaid, containing by admeasurement one thousand and two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen sixteen, eighteen and twenty in the third concession of the said Township of Hawkesbury (Eastern Division), together with all woods, ways and waters thereon lying and being without limitation, reservation or condition, except such as are contained in the original grant from the Crown—which said one thousand and two hundred acres are butted and bounded, or may be otherwise known, as described in the said third Indenture herein in part recited. To have and to hold the same parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, whether at law

or in equity, of her, the said Catherine Claus, of, in, to or out of the same and every part thereof, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, freed and discharged from all incumbrances whatsoever.

And whereas, in and by the three Indentures of bargain and sale hereinbefore in part recited, the said James Baby, John Henry Dunn and George Herchmer Markland did, for themselves, their executors, administrators and assigns, acknowledge and declare that the said parcels or tracts of land therein described were thereby conveyed to them in trust for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled, by authority of His late Majesty, King George the Third, upon the Ouse or Grand River, in the said Province of Upper Canada, and their posterity for ever; and that all sums of money, and the interest thereof arising from the absolute sale or disposal of the said parcels or tracts of land, or from any part thereof, or from the rents and profits of the same, or any part thereof which should come into the hands of them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said parcels or tracts of land made by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of the said Indentures respectively, should be and the same were thereby declared to be by them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust, as aforesaid, to and for the sole use and benefit of the said Six Nations Indians and their posterity for ever.

And whereas, since the making of the said Indentures of bargain and sale, the said James Baby has departed this life, and his estate, in the several lands and premises thereby conveyed, has become vested by survivorship in the said John Henry Dunn and George Herchmer Markland, the surviving joint-tenants thereof.

And whereas, it is expedient that the said estate should be vested in the Crown for the more convenient administration of the trusts in the before-mentioned Indentures declared.

NOW THIS INDENTURE WITNESSETH, that the said John Henry Dunn and George Herchmer Markland, in consideration of the premises and also in the further consideration of the sum of five shillings to them in hand paid on behalf of Her said Most Excellent Majesty, the receipt whereof they do hereby acknowledge, have granted, surrendered, yielded up, released and conveyed, and by these presents do grant, surrender, yield up, release and convey unto Her said Most Excellent Majesty Queen Victoria, and to Her heirs and successors, all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, which they, the said John Henry Dunn and George Herchmer Markland now have, by virtue of the said Indentures of bargain and sale, and of their said survivorship of, in, to or out of the said lands, tenements and premises hereinbefore mentioned, and by the said Indentures of bargain and sale so conveyed to them for the purposes aforesaid, together with all and singular the houses, churches and buildings, woods, ways and waters thereon situated and being, and all the rights, privileges, easements and appurtenances whatsoever to the said premises, lands and tenements belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold the same, with the appurtenances, as aforesaid, unto Her said Most Excellent Majesty Queen Victoria, Her heirs and successors forever; in trust, nevertheless, for the sole use, benefit and behoof of the Indians known as the Six Nations Indians, settled upon the Ouse or Grand River, aforesaid, and their posterity forever, and to apply the monies arising from the sale, or demise of the said parcels or tracts of land, or any part thereof, or the rents, issues and profits of the same or any part thereof, to the sole and only use, benefit and behoof of the said Six Nations Indians, settled upon the Ouse or Grand River, and their posterity forever. And the said John Henry Dunn and George Herchmer Markland do hereby covenant and agree to and with Her said Most Excellent Majesty, Her heirs and

successors, in manner following. that is to say: That the said lands, tenements and premises hereby conveyed and surrendered are free and clear, and freely and clearly discharged of and from all manner of debts, sales and contracts of sale, deeds, bonds, mortgages, judgments, executions, elegits, extents and incumbrances whatsoever, made, done or suffered by them, the said John Henry Dunn and George Herchmer Markland, or either of them, or by and with knowledge, concurrence and assent of them or either of them. And also, that they, the said John Henry Dunn and George Herchmer Markland, their heirs, executors and administrators, and all and every person or persons claiming, or to claim, any estate, right, title or interest of, in or to the said lands and premises herein surrendered, or any part thereof, by, through or under them, or any of them, shall and will at all times hereafter make, seal, execute and deliver, or cause to be made, sealed, executed and delivered unto Her said Majesty, Her heirs and successors, all such further and other acts, deeds, matters and things, conveyances and assurances in the law, whatsoever, as by Her said Majesty, Her heirs or successors, or their counsel learned in the law, shall reasonably be devised, advised or required.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the
presence of
THOS. KIRKPATRICK.
J. J. BURROWES, witness to execution
by GEORGE H. MARKLAND.

JOHN H. DUNN,
GEORGE H. MARKLAND.

[L.S.]
[L.S.]

I certify that a memorial of the within deed of surrender was recorded in the registry office for the Counties of Prescott and Russell (as far as relates to lands in said counties) at the hour of eleven a.m. on Wednesday, the sixteenth day of July, one thousand eight hundred and forty-five, in Book ten; pages 45, 46, 47; number of memorial, 3969.

G. D. REED,
Registrar.

A memorial hereof, so far as relates to lands in the County of Simcoe, is entered and recorded in the registry office for the said county on the 15th day of August, A.D. 1844, at 9 o'clock in the forenoon, in Lib. G., Folios 463 and 464; memorial number, 5442.

GEORGE LOUNT,
Registrar County Simcoe.

Recorded 11th February, 1867.
Lib. C. S. of Surrenders, Fol. 278.
GEO. H. LANE,
Dep. Provl. Registrar.

No. 53½.

KNOW ALL MEN BY THESE PRESENTS, that we, Cheogama, Shawanaw, Quay-qua-ke-bone, Petwegeshi, Kekonasawa, Principal Chiefs of the Ojibewa Indians of the River St. Clair and Chenail Ecarté in the Province of Canada, in consideration of the trust and confidence by us reposed in Her Most Gracious Majesty Victoria, and in order that Her Majesty, Her heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of such Indians, in such manner and from and at such price or prices as to Her said Majesty, Her heirs and successors, shall seem best, have remised, released, surrendered, quitted claim and yielded up to Our said Most Gracious Majesty the Queen, and by these presents do remise, release, surrender, quit claim and yield up all that certain tract of land situate in the Western District of this Province, in the Township of Moore,

being one mile in extent along the edge of the river and extending four miles back, and being bounded on the south side by the town line between Sombra and Moore, known as the Lower Indian Reserve, and containing two thousand six hundred and seventy-five acres, in trust for the benefit of the said Indians, that it may be granted and disposed of as Her Majesty, Her heirs and successors, may deem most advisable, and for no other use, trust, intent or purpose whatsoever.

IN WITNESS WHEREOF, we, the said Indians, have hereunto set our hands and seals at Kingston, on the eighteenth day of August, in the year of Our Lord one thousand eight hundred and forty-three.

Signed, and sealed in the presence }
of }

SAML. P. JARVIS, *Ch. S. I. Affairs,* }
T. W. KEATING, *A. S. I. A.* }

CHEOGEMA, (totem.)
SHAWANAW, (totem.)
QUAY-QUA-KEBONE, (totem.)
PETWEGESHIG, (totem.)
KEKANASAWA, (totem.)
GEORGE ANSE, (totem.)
KYOSH. (totem.)

Certified to be a true copy,

SAML. P. JARVIS,
Ch. S. I. Affairs.

No. 54.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Samuel Peters Jarvis, of the city of Toronto, in the Home District, and Province of Canada, Esquire, Chief Superintendent of Indian Affairs, in and for that part of the said Province formerly called Upper Canada, send Greeting:

Whereas by Indenture of bargain and sale, bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-five, George Strange Boulton, of Cobourg, in the District of Newcastle and then Province of Upper Canada, conveyed in fee simple to James Givins, of the said city of Toronto, then being Chief Superintendent of Indian Affairs, in and for the said then Province of Upper Canada, and his successors in office, a certain lot or parcel of land being lot number seven in the second concession of the Township of Alwick, in the said District of Newcastle, containing by admeasurement one hundred and thirty-six acres and two roods, more or less, and therein particularly described in trust for the absolute use and benefit of the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, to be disposed of as they should direct, and for no other trust and intent or purpose whatsoever, as upon reference thereto will more fully appear.

And whereas the said James Givins has since been succeeded in the said office of Chief Superintendent of Indian Affairs by the said Samuel Peters Jarvis.

And whereas, further, by Indenture of bargain and sale bearing date the eighth day of February, in the year of Our Lord one thousand eight hundred and twenty-nine, and made between John Steele, of Cobourg aforesaid, Esquire, and Charles George Buller, of the Township of Hamilton, near Cobourg, aforesaid, Esquire, of the one part, and the said Samuel Peters Jarvis, as Chief Superintendent of Indian Affairs, as aforesaid of the other part, the said John Steele and Charles George Buller, for the consideration therein named did convey to the said Samuel Peters Jarvis, his heirs and assigns for ever, all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland and District of Newcastle aforesaid, containing by admeasurement four hundred acres, be the same more or less, being composed of lots numbers four and five in the tenth concession of the said Township of Otonabee, in trust for the Mississagua Tribe of Indians of Kingston and the Bay of Quinté, and their posterity for ever, as upon reference to the said Indenture will appear.

And whereas also, one Adolphus Liscam, of the Township of Hamilton aforesaid, did convey to the said Samuel Peters Jarvis as such Chief Superintendent of Indian Affairs as aforesaid, and his successors in the said office for ever, a certain parcel or tract of land situate in the said Township of Alnwick, being composed of the west half of lot number sixteen in the second concession of the said Township of Alnwick, containing one hundred acres, be the same more or less, in trust for the said Mississagua Tribe of Indians of Kingston and the Bay of Quinté aforesaid, as upon reference to the said conveyance will more fully appear.

And whereas, also by Indenture of bargain and sale bearing date the thirtieth day of November, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between William Roe, of the Township of Whitechurch, in the Home District and Province aforesaid, Esquire, of the one part, and the said Samuel Peters Jarvis as such Chief Superintendent of Indian Affairs as aforesaid, of the other part, the said William Roe, for the consideration therein named, did convey to the said Samuel Peters Jarvis and his successors in the said office all that parcel or tract of land situate in the Township of Rama, then in the County of Simcoe, in the said then Province of Upper Canada (now in the County of York, in the Home District and Province of Canada aforesaid), containing by admeasurement ninety-seven acres, be the same more or less, being composed of broken lot number seven in the front concession of the said Township of Rama, and better known and described in the patent which issued upon the original grant from the Crown to one Benjamin Yarnold in trust, for the express use and enjoyment of the Tribe of Chippewa Indians of Lakes Huron and Simcoe, and residing at Coldwater and the Narrows, in the said Home District, and their posterity forever; subject, however, to such appropriation, alienation or disposal thereof as might be ordered by the Governor, Lieutenant Governor or person administering the Government of the said Province for the time being, by and with the consent and advice of the Executive Council thereof, with the assent and approbation of the said Tribe of Chippewa Indians, to be given in a Council of the said Tribe of Chippewa Indians expressly convened for that purpose, as by reference to the said Indenture will appear.

And whereas, also by indenture of bargain and sale bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between William Frederick Hill Rooke, of the Township of Rama aforesaid, gentleman, then late Second Lieutenant in the Sixtieth Regiment, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said William Frederick Hill Rooke did, for the consideration therein named, convey to the said Samuel Peters Jarvis and his successors in the said office forever all those parcels or tracts of land situate in the said Township of Rama, containing by admeasurement four hundred and sixty-one acres, be the same more or less, being composed of lots numbers nine and ten in the front concession upon Lake Couchiching, containing one hundred and seventy-four acres; lot number thirty-two in front upon Couchiching Lake, containing ninety-nine acres; broken lot number twenty-four, and south-west part of lot number twenty-three, in the second concession of the said Township of Rama, in the said Indenture particularly described by metes and bounds, containing one hundred and eighty-eight acres, upon trust for the express use and enjoyment of the said tribe of Chippewa Indians last mentioned, and their posterity forever, subject as last above mentioned, as upon reference to the said indenture will more fully appear.

And whereas, further, by Indenture of bargain and sale bearing date the thirty-first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between Benjamin Yarnold, of the Township of Rama, aforesaid, gentleman, and Sarah Anne Yarnold, his wife, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said Benjamin Yarnold, for the consideration therein named, did convey to the said Samuel Peters Jarvis and his successors in the said office for ever, all that parcel or tract of land situate in the said Township of Rama, being composed of lot number twenty-five in the second concession of the said Township of

Rama, upon trust, for the express use and enjoyment of the said last-mentioned tribe of Chippewa Indians and their posterity forever, subject, as last aforesaid, as upon reference thereto will more fully appear.

And whereas, further, by Indenture of bargain and sale, bearing date the first day of December, in the year of Our Lord one thousand eight hundred and thirty-eight, and made between John Murray Coppinger, of the Township of Rama, aforesaid, and Eliza Hamilton, his wife, of the one part, and the said Samuel Peters Jarvis, Chief Superintendent of Indian Affairs, as aforesaid, of the other part, the said John Murray Coppinger did, for the consideration therein named, convey to the said Samuel Peters Jarvis, as such Chief Superintendent of Indian Affairs, as aforesaid, and his successors in office for ever, all that parcel or tract of land situate in the said Township of Rama, containing by admeasurement four hundred and sixty-nine acres, be the same more or less, being composed of lots numbers five and six, in the front concession; lot number seventeen, in the front concession, and the broken lots numbers nineteen and twenty in the fifth concession of the said Township of Rama, upon trust for the express use and enjoyment of the said above-mentioned tribe of Chippewa Indians and their posterity for ever, as by the said Indenture reference being thereunto had will more fully appear.

And whereas, further, by Indenture of bargain and sale, bearing date the thirtieth day of November, in the year last aforesaid, and made between William Laughton, of the Township of East Gwilliambury, in the Home District and Province aforesaid, merchant, and Andrew Borland, of the Township of Orillia, in the said Home District, gentleman, of the first part, and the said Samuel Peters Jarvis, as such Chief Superintendent of Indian Affairs, as aforesaid, of the second part; the said William Laughton and Andrew Borland did convey to the said Samuel Peters Jarvis as such Chief Superintendent, as aforesaid, and his successors in the said office for ever, all and singular those certain parcels or tracts of land situate in the said Township of Rama being composed of broken lot number eight and broken lot number sixteen in the front concession; lot number twenty-five in the first concession; lot number twenty-five in the third concession; lot number nineteen in the third concession; and lots numbers nineteen and twenty in the fourth concession of the said Township of Rama, containing in the whole five hundred and ninety-four acres, be the same more or less: upon trust for the express use and enjoyment of the said last-mentioned tribe of Chippewa Indians and their posterity for ever, subject, however, as last aforesaid.

And whereas, it has become expedient that the several trusts created by the several above in part recited trust conveyances to the said Samuel Peters Jarvis should be transferred from him the said Samuel Peters Jarvis to the Crown.

And whereas for the purpose of effecting this object it has been directed by His Excellency the Governor General of the Province, that the said Samuel Peters Jarvis should surrender the said lots, pieces or parcels of land and premises comprised in the several in part above recited Indentures, and their and every of their appurtenances, unto Her Majesty Queen Victoria, Her heirs and successors, upon such trusts as are hereinafter mentioned.

Now Know YE, that I, the said Samuel Peters Jarvis as such Chief Superintendent of Indian Affairs, as aforesaid in consideration of the premises, and also in further consideration of the sum of five shillings to me in hand paid at or before the sealing and delivery of these presents (the receipt whereof I do hereby acknowledge) have surrendered and yielded up and by these presents do surrender and yield up unto Her Majesty Queen Victoria, Her heirs and successors, all the estate, right, title, claim, interest and demand whatsoever, which I, the said Samuel Peters Jarvis, my heirs or successors in the said office, have or hereafter might have under and by virtue of the said several above in part recited trust conveyances or any or either of them, of, in and to all and singular the lots, parcels or tracts of land above and therein respectively set forth and all and singular the appurtenances thereto respectively belonging. To have and to hold the same respectively, and every part and parcel thereof, with their and every of their appurtenances, unto Her said Majesty, Her heirs

and successors forever: upon the same trusts, nevertheless, and subject to the same conditions, respectively, as are in and by the said several above in part recited trust conveyances set forth and imposed in relation to the premises therein respectively contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this twentieth day of February, in the year of Our Lord one thousand eight hundred and forty-five.

Signed, sealed and delivered in }
 presence of
 W. D. P. JARVIS,
 G. MURRAY JARVIS,
 GEO. N. PHILLPOTT,
 ROBERT DAVIDSON.

SAMUEL P. JARVIS.
Chief Supt. Indian Affairs.

REGISTRY OFFICE,
 COUNTY OF NORTHUMBERLAND.

I hereby certify that a memorial of the within Indenture was by me duly registered on the 14th January, A.D. 1846, at 9 a.m., Liber O., folios 711 and 712, memorial 7,896.

J. CAMERON,
Dep. Registrar.

A memorial hereof is recorded in the registry office, County York, the 9th July, 1845, at 11 a.m., in Lib. G. 2, folio 462, memorial 24,895.

JOHN RIDOUT,
Dep. Registrar.

Recorded 13th February, 1867,
 Lib. C. S. of Surrenders, folio 283. }
 GEO. H. LANE,
Dep. Provl. Reqr.

No. 55.

To all to whom these presents shall come :

We, John Henry Dunn, of the City of Toronto, in the Home District and Province of Canada, Esquire, George Herchmer Markland, of the Town of Kingston, in the Midland District and Province aforesaid, Esquire, and William Hepburn, of the City of Montreal, in the Province aforesaid, Esquire, send greeting. Whereas by Indenture of bargain and sale bearing date the twenty-fourth day of February, in the year of Our Lord one thousand eight hundred and thirty-four, the lot, parcel or tract of land hereinafter set forth and described was, for the consideration therein mentioned, conveyed to us, our heirs and assigns, in fee simple, by George Strange Boulton, of the Town of Cobourg, in the Newcastle District and Province aforesaid, upon trust for the benefit of the Mississagua Tribe of Indians of the Rice and Mud Lakes, in the District of Newcastle aforesaid.

And whereas it has since become expedient that the said trust so created as aforesaid should be transferred from us the said John Henry Dunn, George Herchmer Markland and William Hepburn to the Crown, and for that purpose it has been directed by the Governor General of the said Province of Canada that we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, should surrender all our estate, right, title and interest of and in the said parcel or tract of land, under and by virtue of the above in part recited trust conveyance, upon the same trust upon which we now hold the same to the Crown.

Now KNOW YE, that we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, in consideration of the premises, and also in further consideration of the sum of five shillings of lawful money of the said Province to us

in hand well and truly paid, at or before the sealing and delivery hereof (the receipt whereof we do hereby acknowledge), have surrendered and yielded up, and by these presents do surrender and yield up, unto Her Majesty Queen Victoria, Her heirs and successors, all the estate, right, title, interest and claim whatsoever which we, the said John Henry Dunn, George Herchmer Markland and William Hepburn, have, under and by virtue of the said above in part recited trust conveyance, of, in and to all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, aforesaid, being composed of the broken lot number three, in the tenth concession of the said township, and containing by admeasurement twenty acres, be the same more or less, and more particularly described by metes and bounds in the said above in part recited trust conveyance, to have and to hold the same unto Her said Majesty, Her heirs and successors for ever, upon trust, nevertheless, for the use and benefit of the above mentioned tribe of Indians as aforesaid.

IN TESTIMONY WHEREOF, we have hereto set our hands and seals this twentieth day of April, in the year of Our Lord one thousand eight hundred and forty-five.

Signed, sealed and delivered in }
 presence of }
 By JOHN H. DUNN,
 April 29th, 1845.
 W. D. P. JARVIS.

JOHN H. DUNN, [L.S.]
 GEORGE H. MARCLAND, [L.S.]
 WILLIAM HEBURN. [L.S.]

Signed, sealed and delivered by the above }
 named }
 G. H. Markland, In presence of
 J. J. BURROWES.

REGISTRY OFFICE,
 COUNTY OF PETERBOROUGH, CANADA.

I do hereby certify that a memorial of the within surrender to the Crown was by me duly registered on the third day of April, in the year of Our Lord one thousand eight hundred and forty-six, at the hour of nine of the clock, a.m., in Liber B., Folio two hundred and seventy-two, memorial number one thousand six hundred and fifteen; and proved by James Joseph Burrowes, of the Town of Kingston in the Midland District, Esquire.

CHAS. RUBIDGE,
Registrar.

Recorded 14th February, 1867.
 Lib. C. S. of Surrenders, Folio 292. }
 GEO. H. LANE,
Dep. Provl. Regr.

No. 56.

To all to whom these presents shall come:

We, the Chiefs, Warriors, Women and People of the Six Nations Indians, residing in the District or Territory called the Tyendinaga District,—send GREETING.

Whereas, His late Majesty King George the Third, by His Letters Patent under the Great Seal of that part of the Province of Canada heretofore known as the Province of Upper Canada, and bearing date on or about the first day of April, in the year of Our Lord one thousand seven hundred and ninety-three, after reciting that the attachment and fidelity of the Chiefs, Warriors and People of the Six Nations to His said Majesty and His Government had been made manifest on divers occasions by their spirited and zealous exertions and by the bravery of their conduct, and His said Majesty being desirous of showing His approbation of the same,

and in recompense of the losses they might have sustained of providing a convenient tract of land under his protection for a safe and comfortable retreat for them and their posterity, did of His special grace, certain knowledge and mere motion, give and grant unto the Chiefs, Warriors and people of the said Six Nations and their heirs for ever—All that district or territory of land, being parcel of a certain district lately purchased by His said Majesty of the Mississagua Nation, lying and being, and limited and bounded as follows, (that is to say): The tract bounded in front by the Bay of Quinté between the mouths of the River Shannon and Bowen's Creek, about twelve miles westerly by a line running north sixteen degrees west from the west side of the mouth of the River Shannon and easterly by a line running north sixteen degrees west from the mouth of Bowen's Creek, and northerly by a line running east sixteen degrees north and west sixteen degrees south: at the distance of about thirteen miles back from the Bay of Quinté, measured on the western boundary aforesaid, to the north-east angle of the Township of Thurlow: To have and to hold the said district or territory of land of His said Majesty and His heirs and successors to them the Chiefs, Warriors, Women and People of the said Six Nations, and to have for the use and behoof of them and their heirs for ever, freely and clearly, of and from all manner of rents, fines, or services whatsoever, to be rendered by them the said Chiefs, Warriors, Women and People of the said Six Nations to His said Majesty and His successors for the same, and of and from all conditions, stipulations and agreements whatsoever, except as in the said Letters Patent hereinafter by His said Majesty expressed and declared, giving and granting, and by the said Letters Patent confirming, to the said Chiefs, Warriors, Women and People of the said Six Nations and their heirs the full and entire possession, use, benefit and advantage of the said district or territory of land, to be held and enjoyed by them in the most free and ample manner and according to the several customs and usages by them the said Chiefs, Warriors, Women and People of the said Six Nations, and in and by the said Letters Patent it was provided and declared to be His said Majesty's Royal will and pleasure that, for the purpose of assuring the said lands, as aforesaid, to the said Chiefs, Warriors, Women and People of the said Six Nations and their heirs, and of securing to them the free and undisturbed possession and enjoyment of the same, no transfer, alienation, conveyance, sale, gift, exchange, lease property or possession should at any time be had, made or given of the said district or territory, or any part or parcel thereof, by any of the said Chiefs, Warriors, Women or People of the said Six Nations to any other Nation or body of people, person or persons, whatsoever, other than among themselves, the said Chiefs, Warriors, Women and People of the said Six Nations, but that any such transfer, alienation, conveyance, sale, gift, exchange, lease, or possession should be null and void and of no effect whatever and that no person or persons should possess or occupy the said district or territory, or any part or parcel thereof, by or under pretence of any such alienation, or conveyance, as aforesaid, or by or under any pretence whatever under pain of His said Majesty's severe displeasure, and that in case any person or persons other than the said Chiefs, Warriors, Women and People of the said Six Nations should, under any pretence of any such Title as aforesaid presume to possess or occupy the said district or territory, or any part or parcel thereof, that it should and might be lawful for His said Majesty, His heirs and successors, at any time, to enter upon the lands so occupied and possessed by any other person or persons other than the said Chiefs, Warriors, Women and People of the said Six Nations and them the said intruders thereof and therefrom wholly to dispossess and evict, and to resume the same to His said Majesty, His heirs and successors. And further, that if at any time the said Chiefs, Warriors, Women and People of the said Six Nations should be inclined to dispose of and surrender their use and interest in the said district or territory the same should be purchased only for His said Majesty, in His name, at some public meeting or assembly of the Chiefs, Warriors and People of the said Six Nations, to be held for that purpose by the Governor, Lieutenant Governor or person administering the Government in the said then Province of Upper Canada. And whereas, we, the Chiefs, Warriors, Women

and People of the said Six Nations now residing on the said district or territory in Council assembled and being so assembled and held by order of His Excellency the Governor General of the Province of Canada, being minded and desirous of surrendering and yielding up the parcel or tract of land hereinafter described unto and to the use of Her Majesty, Her heirs and successors, in order that the same may be sold and disposed of to any person or persons who shall be willing to become the purchaser or purchasers thereof, for the best price, or prices, that can be obtained for the same, and that the money therefrom arising may be held and applied for our use in such and the same manner as other monies belonging to us are now held by Her Majesty, have determined to surrender and release the same to Her Majesty, Her heirs and successors (Her Majesty having been graciously pleased to declare it to be Her royal will and intention to carry these our wishes into effect, in order that Her Majesty may, by the acceptance of this our surrender, be enabled to re-grant the same to the persons hereinafter in that behalf named, to be held by them and their heirs upon the trusts and for the ends, intents and purposes and with, under and subject to the powers, provisoes, conditions, restrictions, limitations and declarations, in the Letters Patent hereinafter referred to, to be expressed, declared and contained of, and concerning, the same). Now know Ye that we, the Chiefs, Warriors, Women and People of the said Six Nations, residing on the said district or territory, in Council assembled, as aforesaid, having duly weighed and considered the matters aforesaid and in order to re-invest the Tract or Parcel of land hereinafter described and hereby surrendered, or intended so to be, in Her Majesty, so that Her Majesty, Her heirs and successors may thereby be enabled to re-grant the same in manner hereinafter mentioned, have surrendered and yielded up, remised and released, and by these presents do surrender and yield up, remise and release, unto Her Majesty, Her heirs and successors, all that Tract or parcel of land situate, lying and being in the Township of Tyendinaga, in the District of Victoria, and on the south-easterly side of the Salmon River in the Province of Canada, being composed of parts of lots numbers five and six, in the first concession south of the road, in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out, or intended to be laid out, thereon for the purpose of forming a town plot and which said tract or parcel of land is butted and bounded, or may be otherwise known as follows (that is to say): Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to the land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of the Salmon River; then south-westerly, following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty nine chains seventy-five links, more or less, to the place of beginning. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof. And all the estate, right, title, interest, use, trust, inheritance, property, possession, claim and demand whatsoever of us the said Chiefs, Warriors, Women and People of the said Six Nations of, in, to or out of the said tract or parcel of land hereby surrendered, or intended so to be, with the rights, members and appurtenances thereto belonging or in any wise appertaining. To the end and intent that Her Majesty may, by the acceptance of this our surrender, be enabled to carry into effect Her Gracious will and intention and to re-grant the same parcel or tract of land unto George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs, and Thomas G. Anderson, of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London, in the District of London, Esquire, Visiting Superintendent of Indian Affairs, and their successors in office, as trustees for us the said Chiefs, Warriors, Women and People of the said Six Nations. Upon such trusts and for such ends, intents and purposes, and with, under and subject to such powers, provisoes, conditions, restrictions, reservations and declarations; as by

Her Majesty, Her heirs and successors, in and by the Letters Patent granting the same, shall be expressed or declared of and concerning the same tract or parcel of land, or any part or parcel thereof.

AS WITNESS AND IN TESTIMONY WHEREOF, we the undersigned Chiefs, Warriors and People of the Six Nations Indians in Council assembled, for and on behalf of ourselves and all other the Chiefs, Warriors, Women and People of the said Six Nations Indians, have, according to the custom of the said Six Nations Indians, set and affixed our Totems this eleventh day of July, in the Year of Our Lord one thousand eight hundred and forty-six.

In presence of
 SALTERN GIVINS,
Missionary,
 JOHN COOK,
School Master,
 JOHN BROWNE,
School Master.

Chiefs	his	BRANT X BRANT	[L.S.]
	mark.	POWLES CLAUS,	[L.S.]
	his	JOSEPH X SMART,	[L.S.]
	mark.	JOSEPH X PENN,	[L.S.]
	his	JOHN CULBERTSON,	[L.S.]
	mark.	THOMAS X GREEN,	[L.S.]
	his	SETH POWLES,	[L.S.]
	mark.	ISAAC HILL,	[L.S.]
	his	ALEX. LOFT,	[L.S.]
	mark.	ABM. BRANT,	[L.S.]
his	ALLAN GREEN,	[L.S.]	
mark.	JOHN BRANT.	[L.S.]	

Certified:
 T. G. ANDERSON,
V. S. I. A.
 JNO. HILL,
Interpreter.

Approved,
 CATHCART,
 By Command,
 GEORGE VARDON,
Asst. Supt.-General.

PROVINCIAL REGISTRAR'S OFFICE,
 MONTREAL, 21st September, 1846.

I hereby certify that the within deed of surrender hath been this day entered on the records of this office in Lib. "A. Surrenders to the Crown," Fol. 317.

R. A. TUCKER,
Registrar.

No. 57.

THIS INDENTURE, made the first day of June, in the year of Our Lord one thousand eight hundred and forty-seven, between Swasen Teosharakwente, Swasen Satehawennoten, Sak Taratie, Rowi Tawenrate, Antre Karenhoton, Tier Ositakete, Atonwa Sakokete, Rowi Tarakonnente, Roren Taronkowa, Rasar Rotsinhen, Tier Kaientoa, Watias Karenhisen, Atonwa Soratese, Sak Tanomsoukotha, Tier Sakoianenhawi, Regis Katsiraberon, Tier Ahiataratie, Roren Tionatagwente, Wishe Otsitsiakite, Sawatis Kanatsiohare, Watias Aroniatis, Saksarie Terihokte, Sak Gahionwakenra, Sras Tsiniiakoa, Tier Tarakorens, Ari Hakiato-arongwen, Josep Katienontie and Rasar Sotiokwese, Sachems or Chiefs, or Principal Men of the Iroquois Indians residing at St. Regis, in the District of Montreal, and who are possessed of the tract of land hereinafter described, situated in the County of Glengarry, in that part of this Province heretofore constituting the Province of Upper Canada, commonly called

the Indian Reserve, of the one part, and Our Sovereign Lady Victoria, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Whereas His late Majesty King George the Third of Glorious Memory, in consideration of the early attachment to his cause manifested by the Chief Warriors and people of the Iroquois Indians and of the loss of their settlement which they thereby sustained, and being desirous of shewing His royal approbation of the same, and of recompensing the losses which they had sustained, was graciously pleased to authorize and permit the said Iroquois Indians to take possession of and settle upon the said hereinafter described tract of land; and whereas the said tract of land, or the greater part thereof, hath for some years past, with the permission of Her Majesty, been let and leased out in different lots and parcels to divers persons for the benefit of the said Iroquois Indians and the whole or very nearly the whole of the said tract of land is now leased out; and whereas it has been resolved by the Iroquois Indians now inhabiting and residing upon the said tract of land, at a meeting in Council of their Chiefs and Principal men; convened and held at the village of St. Regis, Canada East, on the first day of June, one thousand eight hundred and forty seven, that it would be greatly for the benefit of the said Iroquois Indians and their posterity if the whole of the said tract of land were surrendered to Her Majesty for the purpose of being sold, and the monies arising therefrom applied to and for the use and benefit of the said Iroquois Indians and their posterity; and by articles of provisional agreement made and entered into at the said meeting in Council on the said first day of June, one thousand eight hundred and forty seven, between Duncan Campbell Napier, Visitor Superintending Indian Affairs, on the part and behalf of Her present Majesty Queen Victoria, of the one part, and the Chiefs and Principal Men of the said Iroquois Indians residing at St. Regis, of the other part, they the said Chiefs and Principal Men did agree, as well on their own behalf as on behalf of the said Iroquois Indians, as aforesaid, to surrender to Her Majesty, Her heirs and successors, the said tract of land for the purpose of the same being so sold by Her Majesty in trust for the said Iroquois Indians and their posterity, as aforesaid.

NOW THIS INDENTURE WITNESSETH that the said Swasen Teosharakwente, Swasen Satehawanhoten, Sak Taratie, Rowi Tawenrate, Antre Karenhoton, Tier Ositakete, Atomoa Sakokete, Rowi Tarakonnente, Roren Taronkowa, Rasar Rotshen, Tier Kaientoa, Watias Karenhisen, Atonwa Soratese, Sak Tanonsoakotha, Tier Sakoiannenhawii, Regis Katsirakeron, Tier Ahiataratie, Roren Tionatagwente, Wishe Otsitsiakite, Sawatis Kanatsiohare, Watias Aroniatis, Saksarie Terihkote, Sak Gahionwakenra, Sras Tsiniiakon, Tier Tarakorens, Ari Hakioto-arongwen, Josep Katienontie and Rasar Sotiokwese, Chiefs or Principal Men of the Iroquois Indians, in pursuance of the said resolution and agreement in Council as aforesaid, have and each of them hath, as well on their own behalf as on behalf of the said Iroquois Indians residing on the said tract of land, surrendered and yielded up, and by these presents, do and each of them doth surrender and yield up unto Our Sovereign Lady the Queen's Most Excellent Majesty, Her heirs and successors, the said tract of land—that is to say, all and singular the said tract of land in the County of Glengarry aforesaid, so possessed by the said Iroquois Indians, and which is butted and bounded or otherwise known as follows: Bounded in front by the River St. Lawrence, in rear by Plantagenet Rear, on one side to the east by the Townships of Charlottenburg and Kenyon, and on the other side to the west by the Townships of Roxborough and Cornwall, whatever may be the contents thereof, the contents thereof not being now exactly known, together with all woods, underwoods, ways, watercourses, improvements, profits, commodities, hereditaments and appurtenances thereon lying and being or thereto belonging or in any wise appertaining, and all reversion and reversions, remainder and remainders, rents, issues and profits thereof, with their and every of their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of them the said Chiefs and Principal Men and of the said people of the said Iroquois Indians, and their posterity for ever, in, to or out of the said tract of

land hereby surrendered, with the appurtenances, to the end, intent and purpose that the said tract of land so surrendered, as well that portion of it which is now under lease as that portion of it which is not now under lease, shall and may, with all convenient speed, be sold by Her Majesty, Her heirs and successors, and the proceeds thereof applied to and for the use and benefit of the Iroquois Indians and their posterity.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year herein first before written.

Signed, sealed and delivered in the presence of: FRANÇOIS MARCOUX, <i>Prêtre</i> , SUTHERLAND COLQUHOUN, EDWARD V. DE LORIMIER, <i>Interpreter Indian Dept.</i>	D. C. NAPIER,	[L.S.]
	SWASEN TEOSHARAKWENTE,	[L.S.]
	SWASEN X SATEHAWENNOTEN,	[L.S.]
	SAK X TARATIE,	[L.S.]
	ROWI X TAWENRATE,	[L.S.]
	ANTRE KARENHOTON,	[L.S.]
	TIER X OSITAKETE,	[L.S.]
	ATOMOA X SAKOKETE,	[L.S.]
	ROWI X TARAKONNENTE,	[S.S.]
	ROREN X TARONKOWA,	[L.S.]
	RASAR X ROTSIHEN,	[L.S.]
	TIER X KAIENTOA,	[L.S.]
	WATIAS X KARENHISEN,	[L.S.]
	ATONWA X SORATESE,	[L.S.]
	SAK X TANONSOAKOTHA,	[L.S.]
	TIER X SAKOIANENHAWI,	[L.S.]
	REGIS X KATSIRAKERON,	[L.S.]
	TIER X AHIATARAATIE,	[L.S.]
	BOREN X TIONATAGWENTE,	[L.S.]
	WISHE X OTSITSIKITE,	[L.S.]
SAWATIS X KANATSIHARE,	[L.S.]	
WATIAS X ARONIATIS,	[L.S.]	
SAKSARIE X TERIHOKTE,	[L.S.]	
SAK X GAHIONWAKENRA,	[L.S.]	
SRAS X TSINUAKON,	[L.S.]	
TIER X TARAKORENS,	[L.S.]	
ARI X HAKIATO-ARONGWEN,	[L.S.]	
JOSEP X KATIEMONTIE,	[L.S.]	
RASAR X SOTIOWESE,	[L.S.]	

No. 58.

To all to whom these presents shall come :

William Osborne, of the City of Toronto, in the Home District of the Province of Canada, Gentleman, sends Greeting. Whereas, the said William Osborne hath contracted and agreed with Thomas Gommersell Anderson, now of the Town of Cobourg, in the Newcastle District, Esquire, one of Her Majesty's Superintendents of Indians, for and on behalf of the Chiefs, Warriors and people of the Chippewa Tribe of Indians of Lakes Huron and Simcoe, for the sale of the tracts or parcels of land and hereditaments hereinafter described and hereby granted and surrendered, or intended so to be, at or for the price or sum of ninety-nine pounds, and the said Thomas Gommersell Anderson hath requested that the same may be granted and surrendered unto and to the use of Her Majesty, Her heirs and successors, to the end and intent hereinafter mentioned, which the said William Osborne hath consented and agreed to do. Now these presents witness that for and in consideration of the sum of ninety-nine pounds of lawful money of the Province of Canada, to the said William Osborne in hand well and truly paid by the said Thomas Gommersell Anderson, for and on behalf of the said Chiefs, Warriors and people of the said Tribe

of Indians, at, or before the sealing and delivery of these presents, the receipt whereof he, the said William Osborne, doth hereby admit and acknowledge, and of and from the same and every part thereof doth hereby acquit, release and discharge the said Thomas Gommersell Anderson, his heirs, executors, administrators and assigns, and also the said Chiefs, Warriors and people of the said Tribe of Indians, and every of them, he, the said William Osborne, at the request and by the direction of the said Thomas Gommersell Anderson, testified by his sealing and delivering these presents, hath granted, transferred and surrendered, and by these presents doth grant, transfer and surrender unto Her Majesty, Her heirs and successors, all that tract or parcel of land situate in the Township of Rama, in the Home District and Province aforesaid, being composed of seventeen acres of lot number five in the front concession of the said Township of Rama, and butted and bounded as follows, that is to say: Commencing in front at the water's edge and at the south-west angle of the said lot; then north seventy-five degrees east forty-one chains twenty-three links; then north fifteen degrees west four chains twelve links; then south seventy-five degrees west to the water's edge; then southerly, following the water's edge, to the place of beginning. And also all that other parcel or tract of land situate in the said Township of Rama, being composed of sixteen acres of lot number six in the front concession of the said Township of Rama, and butted and bounded as follows, that is to say: Commencing in front at the water's edge at the south-west angle of the said lot; then north seventy-five degrees east forty chains; then north fifteen degrees west four chains; then south seventy-five degrees west to the water's edge; then southerly along the water's edge to the place of beginning. Or howsoever otherwise the said several tracts or parcels of land and hereditaments are bounded, sided or abutted, described or known, and also all houses, outhouses, edifices, buildings, barns, stables, yards, gardens, orchards, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said tracts or parcels of land and hereditaments hereby granted and surrendered, or intended so to be, belonging or in any wise appertaining, with the appurtenances. And the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and all the estate, right, title, interest, use, trust, inheritance, property, possession, claim and demand whatsoever, both at law and in equity, of him the said William Osborne in, to, out of or upon the same premises and every part and parcel thereof; with their and every of their rights, members and appurtenances, to the end and intent that Her Majesty will, of Her special grace and favour, be pleased to stand seized and possessed of and interested in the said lands and premises hereby granted and surrendered, or intended so to be, for the use and benefit of the said Chiefs, Warriors and people of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and their posterity, and to be held and disposed of by Her Majesty, Her heirs and successors, as in their grace and wisdom shall seem fit. And the said William Osborne doth hereby, for himself, his heirs, executors and administrators, covenant and agree with Her Majesty, Her heirs and successors, that notwithstanding any act done, omitted or knowingly suffered by him, the said William Osborne, to the contrary, he, the said William Osborne, hath full power to grant and surrender the said tracts or parcels of land and hereditaments unto Her Majesty, Her heirs and successors, in manner aforesaid, and that it shall be lawful for Her Majesty, Her heirs and successors, at all times hereafter peaceably to enjoy the said tracts or parcels of land and hereditaments and to receive and enjoy the rents and profits thereof without any interruption by him the said William Osborne or his heirs, or by any other persons lawfully or equitably claiming under or in trust for him freely and absolutely discharged or otherwise by the said William Osborne, his heirs, executors and administrators, sufficiently indemnified from and against all charges and incumbrances already or to be hereafter made or suffered by the said William Osborne, or any person or persons lawfully or equitably claiming or to claim under or in trust for him, and that he, the said William Osborne, and all persons claiming or to claim under or in trust for him, shall and will at all times here-

after, upon the request and at the expense of Her Majesty, Her heirs or successors, make and execute all such further assurances of the said tracts or parcels of land and hereditaments as may be required by Her or them, for granting, surrendering or otherwise conveying or assuring the same unto and to the use of Her Majesty, Her heirs and successors, in manner aforesaid, as by Her Majesty, Her heirs or successors, or Her or their counsel in the law shall be reasonably devised or advised and required and be tendered to be made, done or executed.

IN WITNESS WHEREOF, the said William Osborne and the said Thomas Gommersell Anderson have hereunto respectively set their hands and seals this twelfth day of February, in the eleventh year of the reign of Her Majesty Queen Victoria, and in the year of Our Lord one thousand eight hundred and forty-eight.

Signed, sealed and delivered by the
above named William Osborne in
the presence of

WILLIAM OSBORNE. [L.S.]

ROBERT I. TURNER,
Barrister-at-Law, Toronto.

Signed, sealed and delivered by the
above named Thomas Gommersell
Anderson in the presence of

T. G. ANDERSON, S.I.A. [L.S.]

FRANK H. ANDERSON.

£99

Received the day and year last above written of and from the above named Thomas Gommersell Anderson the full sum of ninety-nine pounds being the consideration money above mentioned to be paid by him to me.

Witness

ROBERT I. TURNER.

WILLIAM OSBORNE.

GOVERNMENT HOUSE,

INDIAN DEPARTMENT,

21st February, 1848.

Approved by Command.

T. EDMUND CAMPBELL, Major,
Superintendent General.

Recorded 15th February, 1867, Lib. C. S. of Surrenders, Folio 293.

GEO. H. LANE,

Deputy Provincial Registrar.

(Great Seal.)

No. 58 $\frac{1}{2}$ a.

CATHCART.

PROVINCE OF CANADA.

VICTORIA by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

To all to whom these presents shall come—GREETING.

Whereas, the Chiefs, Warriors, women and children of the Six Nations residing on the District or Territory of Tyendinaga, in the District of Victoria, in the Province of Canada, have by deed poll under the hands and totems of certain Chiefs therein named and affixed thereto in testimony of the assent of the said Six Nations to the act of surrender thereby made, surrendered and yielded up to Us, Our heirs and successors, the tract or parcel of land hereinafter described, and by these Our Letters Patent granted, trusting and confiding in Our royal will and pleasure to regrant the same to the persons hereinafter named as trustees for their use in manner and subject to the trusts and for the ends, intents and purposes, and with, under and subject to the powers, provisoes, conditions, restrictions, limitations and declarations hereinafter

expressed, declared and contained, of and concerning the same. Now know ye, that We, being willing and desirous to carry into effect the wishes and desires of the said Six Nations, of Our special grace, certain knowledge, and mere motion have given and granted, and by these presents do give and grant unto George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs, Thomas G. Anderson, of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London in the London District, Esquire, Visiting Superintendents of Indian Affairs, their heirs and assigns for ever, all that tract or parcel of land situate, lying and being in the Township of Tyendinaga, in the District of Victoria, and on the south-easterly side of the Salmon River, in the Province of Canada, being composed of parts of lots numbers five and six in the first concession south of the road in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out or intended to be laid out thereon for the purpose of forming a town plot, and which said tract or parcel of land is butted and bounded or may be otherwise known as follows (that is to say): Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of the Salmon River; then south-westerly following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty-nine chains seventy-five links, more or less, to the place of beginning; reserving, nevertheless, the allowance for road between the said lots number five and six, and free access to the shore of said Salmon River for all vessels, boats and persons. To have and to hold the said tract or parcel of land hereby given and granted unto them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, their heirs and assigns, as joint tenants, and not as tenants in common, free and clear of and from all manner of rents, fines or services whatsoever to be rendered by them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or their heirs, to Us and Our successors for the same, and of and from all conditions, stipulations and agreements whatever, except as hereinafter by Us expressed and declared, but nevertheless upon the trusts and for the ends, intents and purposes hereinafter by Us expressed, declared and contained of and concerning the same (that is to say): Upon trust that they the said George Vardon, Thomas G. Anderson and Joseph B. Clench, and the survivors and survivor of them, and the heirs and assigns of such survivor, do and shall, upon the direction and with the assent of Our Governor General, or person for the time being administering the Government of Our said Province of Canada, to be testified by his signing his name, or the initials of his name in the margin of every deed of conveyance to be made under or by virtue of these Our Letters Patent from time to time, when and as the same shall be deemed expedient, make sale and absolutely dispose of the said tract or parcel of land hereby granted, with their appurtenances, in such lot or lots and upon such terms as to payment of the purchase money or purchase monies as shall be considered most advantageous and likely to produce the most money for the same respectively, and either by public sale or auction or private contract, or partly by public sale or auction and partly by private contract, unto such person or persons as they or he shall think fit, and for such price or prices as to them or him shall seem reasonable, with liberty for them or him to consent to the abandonment or to any alteration in the terms and conditions of any contract or contracts which shall be entered into for the sale of the said hereditaments and premises, or any part thereof, without being answerable for any loss which may arise thereby. Provided always, and We do hereby declare Our royal will and mind to be, and these Our Letters Patent are upon this express condition, that all monies to arise and be produced by the sale of the said hereditaments and premises, or any part or parts thereof, shall be payable and paid when and as the same shall respectively become due unto Our Superintendent General of Indian Affairs or other officer

to be by Our Governor General for the time being appointed in that behalf, whose receipt alone shall be a good and sufficient discharge to the purchaser or purchasers of the said hereditaments and premises, or any part or parts thereof, or for so much of the same monies as in such receipt or receipts shall be expressed or acknowledged to be or to have been received, and upon the production of the said receipt or receipts it shall and may be lawful to and for the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or the survivors or survivor of them, or the heirs or assigns of such survivor, to enter into, make and execute all such deeds, conveyances and assurances as to them or him shall seem reasonable. Provided always, and We do hereby further declare Our royal will and mind to be that if the trustees hereby appointed or to be appointed as hereinafter is mentioned, or any of them, or their or any of their heirs, executors, administrators or assigns, shall die or cease to hold the office of Superintendent of Indians or Indian trustees, or be desirous of being discharged from or refuse or decline or become incapable to act, or it shall be Our royal will and pleasure to discharge him or them from the office of trustee under these Our Letters Patent, or We shall resolve to appoint some other person or persons with him or them in the trusts hereby in them respectively reposed as aforesaid before the said trusts shall be fully executed, then and as often as the same shall happen We do hereby reserve unto Us, Our heirs and successors, full power and authority by Our Letters Patent under Our Seal of the said Province of Canada, from time to time to nominate, substitute or appoint any person or persons to be a trustee or trustees in the stead or place or to act with the trustees hereby appointed or with the trustee or trustees so dying or ceasing to hold such office as aforesaid, or desiring to be discharged or refusing, declining or becoming incapable to act or being discharged as aforesaid. And We do hereby declare that these Our Letters Patent are made upon this further trust that when and so often as any new trustee or trustees shall be nominated and appointed, as aforesaid, all the trust, estates and premises which shall then be vested in the trustee or trustees so dying or ceasing to hold such office as aforesaid, or desiring to be discharged, or refusing, declining or becoming incapable to act, or being discharged as aforesaid, shall be thereupon with all convenient speed, conveyed, assigned and transferred in such sort and manner as that the same shall and may be either solely or jointly with the other trustee or trustees legally and effectually vested in the surviving or continuing trustee or trustees of the same trust, estates and premises respectively, and such new or other trustee or trustees or in such new trustees only to the same uses and upon the same trusts as are hereinbefore by Us declared of and concerning the same trust, estate and premises respectively, the trustee or trustees whereof shall so cease to hold such office as aforesaid, or die, or be desirous of being discharged or refuse or decline, or become incapable to act or being discharged as aforesaid, or of such of them as shall or may be then subsisting or capable of taking effect. And We do hereby further declare Our royal will and mind to be that every such new trustee or trustees shall and may in all things act and assist in the management, carrying on and execution of the trusts to which he or they shall be appointed in conjunction with the other then surviving or continuing trustees or trustee of the same estates and premises respectively, if there shall be any such continuing trustees or trustee; if not then by himself and themselves respectively, as fully and effectually and with the same power or powers, authority or authorities, to all intents, effects, constructions and purposes whatsoever as if he or they had been originally in and by these presents nominated trustee or trustees and as the trustee or trustees in these presents named, his or their heirs, executors or administrators in or to whose place such new trustee or trustees shall respectively come or succeed are or is enabled to do or could or might have done by virtue of these presents if then living and continuing to act in the trusts reposed in them or him anything herein contained to the contrary thereof in anywise notwithstanding.

IN TESTIMONY WHEREOF, We have caused these Our letters to be made patent and the great seal of Our said Province to be hereunto affixed. Witness Our right trusty and right well beloved Cousin Lieutenant General, The Right Honorable Charles

Murray, Earl Cathcart of Cathcart, in the County of Renfrew, K.C.B., Governor General of British North America and Captain General and Governor in Chief in and over Our Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward, and Vice Admiral of the same, and Commander of Our Forces in British North America, &c., &c., &c., at Montreal, this twelfth day of January, in the year of Our Lord one thousand eight hundred and forty-seven, and in the tenth year of Our reign.

By Command,
D. DALY, *Secretary*.

Recorded 26th January, 1847, }
Lib. A. G., Fol. 268. }

R. A. TUCKER, *Registrar*.

No. 58½b.

KNOW ALL MEN BY THESE PRESENTS, that we, John Riley, Miskokomon, James Muskununjis, Chicken Muskununjis, John Tommago, Joseph Canotung, Eyawbanse, Captain Thomas and John Mundiway, Chiefs and Principal Men of the Chippewa Indians inhabiting and claiming the tract of land in the Township of Carradoc, in the London District of the Province of Canada, in full Council assembled, have agreed, and do hereby agree to surrender and yield up to Her Most Gracious Majesty Queen, Victoria, Her heirs and successors for ever, all our right, title, interest, claim, property and demand whatsoever of, in and to that piece or parcel of land being composed of part of our said tract of land situate, lying and being in the township, district and Province aforesaid, and may be otherwise known as follows, viz.: Commencing at a post planted on the east side of Colborne Road, in Upper Munsee, on the River Thames, at the distance of one chain and seventy-five links from the top of Westbrook's Hill, so called, on a course south five degrees and forty minutes west; then south eighty-four degrees and thirty minutes east seven chains and seventy-nine links, more or less, to a post planted at a point which is exactly one chain and sixty-five links ten degrees and forty-five minutes east from a certain wild cherry tree blazed on four sides, and about one foot in diameter; then north sixty-eight degrees east nine chains; then south twenty-two degrees east four chains forty-four and a-half links; then south sixty-eight degrees west nine chains; then north twenty-two degrees west four chains forty-four and a-half links, more or less, to the before-mentioned post described as being one chain and sixty-five links from the said blazed cherry tree; then north twenty-two degrees west four chains forty-four and a-half links, more or less, to the before-mentioned post described as being one chain and sixty-five links from the said blazed cherry tree; then north eighty-four degrees and thirty minutes seven chains and seventy-nine links, more or less, to the place of beginning; containing four acres, be the same more or less. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to grant in fee simple, or in such manner and form and under such restrictions as in Her Majesty's wisdom may appear meet, the said four acres of land for the purpose of an Industrial School being established thereon by the Canadian Wesleyan Methodist Conference and Missionary Society, in connection with the British Conference, for the use and benefit of such of the Indian Tribes as have already or hereafter may contribute to the support of the said institution, and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Chippewa tribe have hereunto set our names and seals at Munsee Town, on the

Thames, Canada West, the thirteenth day of February, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in our presence, }
being read and explained :

J. B. CLENCH, *Supt. Indian Affairs*,
PETER JONES, *Wesleyan Missionary*,
ROBT. F. KEAYS, *I.D.*,
HENRY C. HOGG, *Schoolmaster*.

JOHN RILEY,
MISKOKOMON's (totem),
JAMES MUSKUNUNJE's (totem),
CHICKEN MUSKUNANJE's (totem),
JOHN TUMMAGO's (totem),
JOSEPH CANOTUNG's (totem),
EYAUANSES' (totem),
CAPTAIN THOMAS' (totem),
JOHN MUNDIWAY's (totem),

[L.S.]
[L.S.]
[L.S.]
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[L.S.]
[L.S.]

Certified.

J. B. CLENCH, *V.S.I.A.*,

[L.S.]

No. 58 $\frac{1}{2}$ c.

We, the Chippewa Chiefs of the River Thames, in full Council assembled, do humbly lay before our Great Father the Governor General for his consideration the following proposals: That in anticipation of the benefits which will arise from the establishment of an Industrial School upon the Indian Reserve, in the Township of Carradoc, in the London District of the Province of Canada, to grant by lease or license of occupation (under such regulations and upon such conditions as in our Great Father's wisdom may seem meet), to the Canadian Wesleyan Methodist Missionary Society in connection with the British Conference, the following piece or parcel of land, being a portion of our reserve in the township, district and Province aforesaid, which may be known as follows:

Commencing on the east side of Colborne Road on Westbrook's Hill at a post planted at the distance of one chain and seventy-five links on a course south five degrees and forty minutes west from the top of the said Westbrook Hill; then south five degrees and forty minutes west forty-five chains ninety-seven and a-half links, more or less, to the within distance of forty-five links from the edge of a ravine on the east side of the said Colborne Road; then south eighty-four degrees and twenty minutes east thirty-five chains and eighty-four links, more or less, to the top of the bank of the River Thames; then south ten degrees west three chains; then north eight degrees east eleven chains fifty links; then north twenty-five degrees east thirteen chains seventy links; then north eight degrees and forty-five minutes east eight chains; then north seventeen degrees thirty minutes west eleven chains; then north twenty-nine degrees west four chains twenty-three links; then north forty-three degrees west six chains forty-nine links; then north eighty-one degrees west seven chains twenty links; then south sixty-eight degrees west six chains, more or less, to the north-east angle of the ground set off for the Industrial School; then south twenty-two degrees east four chains forty-four links and a-half; then south sixty-eight degrees west nine chains; then north twenty-two degrees west four chains forty-four and a half links, more or less, to the north-west angle of said ground set off for the said school; then north eighty-four degrees thirty minutes west seven chains seventy-nine links, more or less, to the place of beginning; containing by admeasurement 177 $\frac{1}{2}$ acres. Again commencing at a post planted on the west side of the said Colborne Road at the distance of two chains and seventy-five links from the top of said Westbrook's Hill, measured on the east side of the said Colborne Road; then north eighty-four degrees and forty minutes west twenty-two chains and fifty links; then south eighty-four degrees and twenty minutes east ten chains; then north five degrees and forty minutes east twenty-two chains and fifty links, more or less, to the place of beginning; containing by admeasurement 22 $\frac{1}{2}$ acres, making together with the above described two hundred acres, be the same more or less, and which said two hundred acres of land adjoins the plot of ground appointed for the Industrial School.

It is proposed by the measures which we have herein advanced to benefit the Indian children by the influence of a model farm cultivated under the direction and superintendence of those placed in charge of the Institution, and for the sole benefit of the Indians generally.

IN TESTIMONY WHEREOF, we, the said Chiefs, have hereunto set our names at Munsee Town on Thames, the thirteenth day of February, 1849.

Signed in our presence, being first }
read and explained :

J. B. CLENCH, *Supt. of Indn. Affairs*,
ROBT. F. KEAYS, *I.D.*,
PETER JONES, *Wesleyan Missionary*,
HENRY C. HOGG, *Schoolmaster*.

JOHN RILEY,	[L.S.]
MISKOKOMON's (totem),	[L.S.]
JAMES MUSKUNUNJIE's (totem),	[L.S.]
CHICKEN MUSKUNUNJIE's (totem),	[L.S.]
JOHN TUMMAGO's (totem),	[L.S.]
JOSEPH CANOTUNG's (totem),	[L.S.]
EYAWBANSE's (totem),	[L.S.]
CAPTAIN THOMAS's (totem),	[L.S.]
JOHN MUNDIWAY's (totem),	[L.S.]

Certified.

J. B. CLENCH, *V.S.I.A.* [L.S.]

No. 58 $\frac{1}{2}$ d.

We, the Chippewa Chiefs of the River Thames, in full Council assembled, do humbly lay before our Great Father the Governor General, for his consideration, the following proposal, that in consequence of the benefits which have been conferred upon the Indians at Lower Munsee by the exertions of the Rev. Richard Hood, Missionary of the Church of England, whose zeal for the Indian's welfare is witnessed by a handsome brick church which he has erected upon our land, and also a dwelling house, and he being desirous that the ten acres upon which the dwelling house is erected, and also the school lot, should be secured to the Society to which he belongs, we, the Chiefs, consent to meet his wishes, and have no objection to our Great Father being pleased to grant a lease or license of occupation for the following pieces of land situate, laying and being at Lower Munsee, in the Township of Carradoc, in the London District, of the Province of Canada, and may be known as follows:—

Beginning at the north-westerly angle of the Church ground; then north sixteen degrees west sixteen chains thirteen links; then north eighty-five degrees east six chains thirty-two and a-half links; then south sixteen degrees east sixteen chains thirteen links, more or less, to the rear limit of the Church ground; then south eighty-five degrees west six chains thirty-two and a-half links, more or less, to the place of beginning; containing ten acres, more or less, being the Parsonage lot.

Description of the School lot:—Commencing at the water's edge of the River Thames, on the east side of the mouth of the Creek called the Saw-Mill Creek, being at the distance of fifty-four chains and sixty seven links, on a course north forty-five degrees east from the allowance for road between the Townships of Carradoc and Ekfrid; then north-westerly and north-easterly along the channel of the said Creek against the stream forty-seven chains and twenty-five links, more or less, to a certain maple tree (marked); then south seventy-two degrees and thirty minutes east two chains and seventy-four links; then south fifty-two degrees east twenty-four chains and eighty-six links, more or less, to the water's edge of the River Thames; then south-westerly along the edge of the said river with the stream twenty chains and twenty links, more or less, to the place of beginning; containing fifty-seven and a half acres, be the same more or less, being for the use of the School Master, and no other purpose whatsoever.

IN TESTIMONY WHEREOF, we the Chiefs have hereunto set our names at Lower Munsee Town on Thames, the thirteenth day of February, 1849.

Signed in our presence, being first
read and explained: }

J. B. CLENCH, *Supt. Indian Affairs*,
PETER JONES, *Wesleyan Missionary*,
HENRY C. HOGG, *Schoolmaster*.

JOHN RILEY,
MISKOKOMON's (totem),
JAMES MUSKUNUNJIE's (totem),
CHICKEN MUSKUNUNJIE's (totem),
JOHN TUMMAGO's (totem),
JOSEPH CANOTUNG's (totem),
EYAWBANSE's (totem),
CAPTAIN THOMAS's (totem),
JOHN MUNDIWAY's (totem).

[L.S.]
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No. 58½e.

KNOW ALL MEN BY THESE PRESENTS that we John Riley, Miskokomon, James Muskenonge, Chicken Muskenonge, John Tummago, Joseph Kanotang, Eyawbanse, Captain Thomas and John Mundaway, Chiefs and Principal Men of the Chippewa Indians inhabiting and claiming the tract of land in the Township of Carradoc, in the London District of the Province of Canada, in full Council assembled, have agreed and do hereby agree to surrender and yield up to Her Most Gracious Majesty Queen Victoria, Her heirs and successors forever, all our right, title, interest, claim, property and demand whatsoever, of, in and to that piece or parcel of land situate, lying and being in the township, district and Province aforesaid, and may be otherwise known as follows:—

Commencing at a post planted on the north side of the river road at Lower Munsee at the distance of thirty chains forty-five links from the east side of the School lot, measured on the north side of said road; otherwise at the distance of one hundred and one chains sixty-seven links from the town line between Carradoc and Ekfrid, on a course north forty-five degrees east; then north sixteen degrees west six chains forty-five links; then north eighty-five degrees east six chains thirty-two and a-half links; then south sixteen degrees east six chains forty-five links; then south eighty-five degrees west six chains thirty-two and a-half links, more or less, to the place of beginning; containing four acres, more or less. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to grant in fee simple, or in such manner and form and under such restrictions as in Her said Majesty's wisdom may seem meet, the said four acres, upon which said four acres of land the Rev. Richard Hood, A.M., has erected an Episcopal Church, under the direction of the Lord Bishop of Toronto, for the spiritual welfare of the Indians of Lower Munsee Settlement, which portion of land includes a burying-ground, and for no other purposes whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Chippewa Tribe, have hereunto set our names and seals at Munsee Town the thirteenth day of February, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in our presence }
being first read and explained: }

J. B. CLENCH, *Supt. of Indian Affairs*,
PETER JONES, *Wesleyan Missionary*,
ROBT. F. KEAYS, *I.D.*,
HENRY C. HOGG, *Schoolmaster*.

JOHN RILEY,
MISKOKOMON's (totem),
JAMES MUSKUNUNJIE's (totem),
CHICKEN MUSKUNUNJIE's (totem),
JOHN TOMMAGO's (totem),
JOSEPH CANOTUNG's (totem),
EYAWBANSE's (totem),
CAPTAIN THOMAS's (totem),
JOHN MUNDIWAY's (totem).

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[L.S.]
[L.S.]

Certified.

J. B. CLENCH, *V.S.I.A.*

[L.S.]

No. 59.

KNOW ALL MEN BY THESE PRESENTS that we, Cheogima, Shawanon, Quequikibone, Pitweyishn, Kekanassiwe, Principal Chiefs of the Ojibeway Indians of the River St. Clair and Chenail Ecarté, in the Province of Canada, in consideration of the trust and confidence by us reposed in Her Most Gracious Majesty Victoria, and in order that Her Majesty, Her heirs and successors, may grant and dispose of the lands and hereditaments hereinafter comprised and described for the benefit of such Indians in such manner and form and at such price or prices as to Her said Majesty, Her heirs and successors, shall seem best, have remised, released, surrendered, quitted claim and yield up to Our said Most Gracious Majesty the Queen, and by these presents do remise, release, surrender, quit claim and yield up all that certain tract of land situate in the Western District of this Province, in the Township of Moore, being one mile in extent along the edge of the river and extending four miles back, and being bounded on the south side by the town line between Sombra and Moore, known as the Lower Indian Reserve, and containing two thousand six hundred and seventy-five acres. In trust for the benefit of the said Indians, that it may be granted and disposed of as Her Majesty, Her heirs and successors, may deem most advisable and for no other use, trust, intent or purpose whatsoever.

IN WITNESS WHEREOF, we the said Indians have hereunto set our hands and seals at Kingston on the eighteenth day of August, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed and sealed in the presence }
of
SAML. P. JARVIS, *Ch. S. I. Affairs.*
T. W. KEATING, *A. S. I. A.*

CHEOGIMA (totem),
SHAWANON (totem),
QUEQUIKIBONE (totem),
PITWEYISHN (totem),
KEKANASSIWE (totem),
GEORGE ANSE (totem),
KAYOSHK (totem),

No. 60.

THIS AGREEMENT, made and entered into on the seventh day of September in the year of Our Lord one thousand eight hundred and fifty, at Sault Ste. Marie, in the Province of Canada, between the Honorable William Benjamin Robinson, of the one part, on behalf of Her Majesty the Queen, and Joseph Peau de Chat, John Ininway, Mishe-muckqua, Totomenai, Chiefs, and Jacob Wasseba, Ahmutchewagaton, Michel Shebageshick, Manitoshanise and Chigenaus, Principal Men of the Ojibeway Indians inhabiting the northern shore of Lake Superior, in the said Province of Canada, from Batchewanaung Bay to Pigeon River, at the western extremity of said lake, and inland throughout that extent to the height of land which separates the territory covered by the charter of the Honorable the Hudson's Bay Company from the said tract. And also the islands in the said lake within the boundaries of the British possessions therein, of the other part, Witnesseth: that for and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid; and for the further perpetual annuity of five hundred pounds, the same to be paid and delivered to the said Chiefs and their Tribes at a convenient season of each summer, not later than the first day of August, at the Honorable the Hudson's Bay Company's Posts of Michipicoton and Fort William; they, the said Chiefs and Principal Men do freely, fully and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors forever, all their right, title and interest in the whole of the territory above described, save and except the reservations set forth in the schedule hereunto annexed, which reservations shall be held and occupied by the said Chiefs and their tribes in common for the purposes of residence and cultivation. And should the said Chiefs and their respective tribes at any time desire to dispose of any mineral or other valuable productions upon the said reservations the same will be at their request sold by order of the Superinten-

dent General of the Indian Department for the time being, for their sole use and benefit and to the best advantage. And the said William Benjamin Robinson, of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make the payments as before mentioned; and further, to allow the said Chiefs and their tribes the full and free privilege to hunt over the territory now ceded by them and to fish in the waters thereof as they have heretofore been in the habit of doing, saving and excepting only such portions of the said territory as may from time to time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government. The parties of the second part further promise and agree that they will not sell, lease or otherwise dispose of any portion of their reservations without the consent of the Superintendent General of Indian Affairs being first had and obtained; nor will they at any time hinder or prevent persons from exploring or searching for minerals or other valuable productions in any part of the territory hereby ceded to Her Majesty as before mentioned. The parties of the second part also agree that in case the Government of this Province, should before the date of this agreement, have sold or bargained to sell any mining locations or other property on the portions of the territory hereby reserved for their use and benefit, then and in that case such sale or promise of sale shall be perfected if the parties interested desire it, by the Government, and the amount accruing therefrom shall be paid to the tribe to whom the reservation belongs. The said William Benjamin Robinson, on behalf of Her Majesty, who desires to deal liberally and justly with all Her subjects, further promises and agrees that in case the territory hereby ceded by the parties of the second part shall at any future period produce an amount which will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided, further, that the number of Indians entitled to the benefit of this Treaty shall amount to two-thirds of their present number (which is twelve hundred and forty), to entitle them to claim the full benefit thereof, and should their numbers at any future period not amount to two-thirds of twelve hundred and forty, the annuity shall be diminished in proportion to their actual numbers.

SCHEDULE of reservations made by the above named and subscribing Chiefs and Principal Men:—

First.—Joseph Peau de Chat and his tribe, the reserve to commence about two miles from Fort William (inland) on the right bank of the River Kiminitiquia; thence westerly six miles parallel to the shores of the lake; thence northerly five miles; thence easterly to the right bank of the said river, so as not to interfere with any acquired rights of the Honorable the Hudson's Bay Company.

Second.—Four miles square, at Gros Cap, being a valley near the Honorable Hudson's Bay Company's post of Michipicoton for Totomenai and tribe.

Third.—Four miles square on Gull River, near Lake Nipigon, on both sides of said river, for the Chief Mishe-muckqua.

Signed, sealed and delivered at Sault
Ste. Marie the day and year first
above written in presence of: }

GEORGE IRONSIDE,

S. I. Affairs,

ARTHUR P. COOPER,

Capt. Comg. Rifle Bde.,

H. N. BALFOUR,

2nd Lieut. Rifle Brigade,

W. B. ROBINSON,
JOSEPH PEAU DE CHAT, x
JOHN ININWAYU, x
MISHE-MUCKQUA, x
TOTOMENAI, x
JACOB WASSEBA, x
ARMUTCHIWAGABOW, x
MICHEL SHEBAGESHICK, x
MANITONSHANISE, x

[L.S.]
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[L.S.]

JOHN SWANSTON,
C. T. Hon. Hud. Bay Co.,
 GEORGE JOHNSTON,
Interpreter.
 T. W. KEATING.

CHIGENAU, X

[L.S.]

Recorded in the office of the Provincial
 Registrar this 23rd day of November
 in Lib. "C.M. Miscellaneous," Fol. 7, &c. }

R. A. TUCKER,
Registrar.

No. 61.

THIS AGREEMENT, made and entered into this ninth day of September, in the year of Our Lord one thousand eight hundred and fifty, at Sault St. Marie, in the Province of Canada, between the Honorable William Benjamin Robinson, of the one part, on behalf of Her Majesty the Queen, and Shinguacouse, Nebenaigoching, Keokouse, Mishequonga, Tagawinini, Shabokeshick, Dokis, Ponekeosh, Windawtegowinini, Shawenakeshick, Namassin, Naoquagabo, Wabakekek, Kitchipossegun by Papasainse, Wagemake, Pamequonaishung, Chiefs, and John Bell, Paqwutchinini, Mashekyash, Idowekesis, Waquacomiek, Ocheek, Metigomin, Watachowana, Minwawapenasse, Shenaquom, Ouingegun, Ranaissy, Papasainse, Ashewasega, Kageshewawetung, Shawonebin and also Chief Maisquaso (also Chiefs Muckata, Mishoquet and Mekis), and Mishoquette, and Asa Waswanay and Pawiss, Principal Men of the Ojibway Indians inhabiting and claiming the eastern and northern shores of Lake Huron from Penetanguishene to Sault Ste. Marie, and thence to Batchewanaung Bay on the northern shore of Lake Superior, together with the islands in the said lakes opposite to the shores thereof, and inland to the height of land which separates the territory covered by the charter of the Honorable Hudson's Bay Company from Canada, as well as all unconceded lands within the limits of Canada West to which they have any just claim, of the other part, Witnesseth: that for and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid, and for the further perpetual annuity of six hundred pounds of like money, the same to be paid and delivered to the said Chiefs and their tribes at a convenient season of each year, of which due notice will be given, at such places as may be appointed for that purpose; they the said Chiefs and Principal Men, on behalf of their respective tribes or bands, do hereby fully, freely and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors for ever, all their right, title and interest to and in the whole of the territory above described, save and except the reservations set forth in the schedule hereunto annexed, which reservations shall be held and occupied by the said Chiefs and their tribes in common for their own use and benefit; and should the said Chiefs and their respective tribes at any time desire to dispose of any part of such reservations, or of any mineral or other valuable productions thereon, the same will be sold or leased at their request by the Superintendent General of Indian Affairs for the time being, or other officer having authority so to do, for their sole benefit and to the best advantage. And the said William Benjamin Robinson, of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make or cause to be made the payments as before mentioned; and further, to allow the said Chiefs and their tribes the full and free privilege to hunt over the territory now ceded by them, and to fish in the waters thereof, as they have heretofore been in the habit of doing, saving and excepting such portions of the said territory as may from time to time be sold or leased to individuals or companies of individuals and occupied by them with the consent of the Provincial Government. The parties of the second part further promise and agree that they will not sell, lease or otherwise dispose of any portion of their reservations without the consent of the Superintendent General

of Indian Affairs, or other officer of like authority, being first had and obtained; nor will they at any time hinder or prevent persons from exploring or searching for minerals or other valuable productions in any part of the territory hereby ceded to Her Majesty as before mentioned. The parties of the second part also agree that in case the Government of this Province should, before the date of this agreement, have sold, or bargained to sell, any mining locations or other property on the portions of the territory hereby reserved for their use, then and in that case such sale or promise of sale shall be perfected by the Government, if the parties claiming it shall have fulfilled all the conditions upon which such locations were made, and the amount accruing therefrom shall be paid to the tribe to whom the reservation belongs. The said William Benjamin Robinson, on behalf of Her Majesty, Who desires to deal liberally and justly with all Her subjects, further promises and agrees that should the territory hereby ceded by the parties of the second part at any future period produce such an amount as will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided further that the number of Indians entitled to the benefit of this treaty shall amount to two-thirds of their present number, which is fourteen hundred and twenty-two, to entitle them to claim the full benefit thereof; and should they not at any future period amount to two-thirds of fourteen hundred and twenty-two, then the said annuity shall be diminished in proportion to their actual numbers.

The said William Benjamin Robinson, of the first part, further agrees on the part of Her Majesty and the Government of this Province that in consequence of the Indians inhabiting French River and Lake Nipissing having become parties to this treaty the further sum of one hundred and sixty pounds Provincial currency shall be paid in addition to the two thousand pounds above mentioned.

*SCHEDULE of reservations made by the above named subscribing Chiefs and Principal Men:—

1st. Pamequonaisheung and his band, a tract of land to commence seven miles from the mouth of the River Maganetawang and extending six miles east and west by three miles north.

2nd. Wagemake and his band, a tract of land to commence at a place called Nehickshegeshing, six miles from east to west by three miles in depth.

3rd. Kitcheposkissegun (by Papasainse), from Point Grondine, westward, six miles inland by two miles in front, so as to include the small Lake Nessinassung (a tract for themselves and their bands).

4th. Wabakekik, three miles front, near Shebawenaning, by five miles inland, for himself and band.

5th. Namassin and Naoquagabo and their bands, a tract of land commencing near La Cloche, at the Hudson Bay Company's boundary; thence westerly to the mouth of Spanish River; then four miles up the south bank of said river and across to the place of beginning.

6th. Shawinakeshick and his band, a tract of land now occupied by them and contained between two rivers called White Fish River and Wanabitasebe, seven miles inland.

7th. Windawtegowinini and his band, the peninsula east of Serpent River and formed by it, now occupied by them.

8th. Ponekeosh and his band, the land contained between the River Mississaga and the River Penebewabecong, up to the first rapids.

9th. Dokis and his band, three miles square at Wanabeyakoknun, near Lake Nipissing, and the island near the fall of Okickendawt.

10th. Shabokishick and his band, from their present planting grounds on Lake Nipissing to the Hudson's Bay Company's Post, six miles in depth.

11th. Tagawinini and his band, two miles square at Wanabitibing—a place about forty miles inland, near Lake Nipissing.

12th. Keokonse and his band, four miles from Thessalon River eastward by four miles inland.

13th. Mishequanga and his band, two miles on the lake shore, east and west of Ogawaminang, by one mile inland.

14th. For Shinguacouse and his band, a tract of land extending from Maskinongé Bay, inclusive, to Partridge Point, above Garden River, on the front, and inland ten miles throughout the whole distance, and also Squirrel Island.

15th. For Nebenaigoching and his band, a tract of land (extending from Wanabekinegunning west of Gros Cap to the boundary of the lands ceded by the Chiefs of Lake Superior and inland ten miles throughout the whole distance, including Batchewanaung Bay), and also the small island at Sault Ste. Marie used by them as a fishing station.

Signed, sealed and delivered at Sault Ste. Marie, the day and year first above written, in presence of

ASTLEY P. COOPER,
Capt. R. Bde.,

GEORGE IRONSIDE,
S. I. Affairs.,

T. M. BALFOUR,
2nd Lt. Rifle Bde.,

ALLAN MACDONELL,
GEO. JOHNSTON,

Interpreter,

LOUIS CADOT,
J. B. ASSIKINOCK,
T. W. KEATING.

JOS. WILSON,

PENETANGUISHENE, 16th Sept., 1850.

Witness to the signatures of

MUCKATA MISHAQUET,
MEKIS, MISHOQUETTE,
ASA WASWANAY and PAWISS,
T. G. ANDERSON, *S. I. A.,*
W. B. HAMILTON,
W. SIMPSON,
ALFRED A. THOMPSON.

SHINGUAKOUCÉ, x	[L.S.]
NEBENAIGOCHING, x	[L.S.]
KEOKONSE, x	[L.S.]
MISHEQUONGA, x	[L.S.]
TAGAWININI, x	[L.S.]
SHABOKESHUK, x	[L.S.]
DOKIS, x	[L.S.]
PONEKEOSH, x	[L.S.]
WINDAWTEGOWININI, x	[L.S.]
SHAWENAKESHICK, x	[L.S.]
NAMASSIN, x	[L.S.]
MUCKATA MISHAQUET, x	[L.S.]
MEKIS, x	[L.S.]
MAISQUASO, x	[L.S.]
NAOQUAGABO, x	[L.S.]
WABOKEKIK, x	[L.S.]
KITCHIPOSSEGUN, }	[L.S.]
by PAPASAINSE, }	[L.S.]
WAGEMAKE, x	[L.S.]
PAMEQUONAISHCUNG, x	[L.S.]
JOHN BELL, x	[L.S.]
PAQWATCHININI, x	[L.S.]
MASHEKYASH, x	[L.S.]
IDOWE-KESIS, x	[L.S.]
WAQUACOMIEK, x	[L.S.]
MISHOQUETTO, x	[L.S.]
ASA WASWANAY, x	[L.S.]
PAWISS, x	[L.S.]
W. B. ROBINSON,	[L.S.]
OCHEEK, x	[L.S.]
METIGOMIN, x	[L.S.]
WATACHEWANA, x	[L.S.]
MIMEWAWAPENASSE, x	[L.S.]
SHENAOQUM,	[L.S.]
ONINGEGUN, x	[L.S.]
PANAISSEY, x	[L.S.]
PAPASAINSE, x	[L.S.]
ASHEWASEGA, x	[L.S.]
KAGISHEWAWETUNG }	[L.S.]
by BABONEUNG, }	[L.S.]
SHAWONEBIN, x	[L.S.]

Reservations continued:—

For Chief Mekis and his band, residing at Wasaquising (Sandy Island), a tract of land at a place on the main shore opposite the island, being the place now occupied by them for residence and cultivation, four miles square.

For Chief Muckata Mishaquet and his band, a tract of land on the east side of the River Naishcouteong, near Pointe aux Barils, three miles square, and also a small tract in Washanwenega Bay, now occupied by a part of the band, three miles square.

Recorded in the office, of the Provincial Registrar, this 22nd day of November, in Lib. "C. M. Miscellaneous," Folio 1, &c.

R. A. TUCKER,
Registrar.

No. 65.

THIS INDENTURE, made at Niagara, in the District of Niagara, in the Province of Upper Canada, this eighteenth day of May, in the year of Our Lord one thousand eight hundred and thirty-one, between John Johnson Claus, of Niagara aforesaid, Esquire, Warren Claus, of the same place, Esquire, and Catherine Claus, of the same place, widow, executors and executrix of the last will and testament of the late Honorable William Claus, in his lifetime of Niagara aforesaid, a member of His Majesty's Legislative and Executive Council, and Deputy Superintendent General of Indian Affairs in the said Province, of the one part, and the Honorable James Baby, of the Town of York, in the Home District and Province aforesaid, Inspector General of Public Provincial Accounts, the Honorable John Henry Dunn, of the same place, Receiver General of His Majesty's revenues in the said Province, and the Honorable George Herchmer Markland, of the same place, a member of His Majesty's Legislative and Executive Councils, in the said Province, of the other part: Whereas, the late Right Honorable Thomas Douglass, Earl of Selkirk, of St. Mary's Isle, in North Britain, by his Indenture bearing date the fifteenth day of January, in the forty-eighth year of the reign of Our late Sovereign Lord King George the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the year of Our Lord one thousand eight hundred and eight, after reciting as is therein recited, and in pursuance of an agreement therein recited and referred to, and for and in consideration of the sum of three thousand four hundred and seventy-five pounds of current money of the said Province of Upper Canada, acknowledged by the said Thomas Douglass, Earl of Selkirk, in the said Indenture, to be due and owing by him to the Six Nations Indians mentioned and referred to in the said Indenture, and for the better securing the payment of the said sum of money, and the interest thereon, and also in consideration of the sum of five shillings of like current money to him, the said Thomas Douglass, Earl of Selkirk, in hand well and truly paid by the said hereinbefore mentioned William Claus, the receipt whereof was by the said Indenture acknowledged, he, the said Thomas Douglass, Earl of Selkirk, did grant, bargain, sell and demise, and by the said Indenture did acknowledge to have granted, bargained and sold and demised, unto the said William Claus, his executors, administrators and assigns, all that parcel or tract of land situate on the Grand River, in the County of Haldimand, in the District of Niagara, in the said Province of Upper Canada, containing by admeasurement thirty thousand and eight hundred acres, be the same more or less, which said thirty thousand and eight hundred acres are by the said Indenture declared to be butted and bounded, or to be otherwise known as follows, that is to say: Commencing at a white oak tree marked, and standing at the south-west angle of the reserve made by the Indians on the east side of the Grand River, below Dick and Doe Creek; then along the southern boundary of the said reserve, north thirty degrees east eighty chains, more or less, to the south-easternmost angle of the said reserve; then north sixty-two degrees thirty minutes west along the easternmost boundary of the said reserve sixty-seven chains, more or less; then north thirty degrees east to the easternmost boundary of the Indian lands, four hundred and four chains, more or less; then along the said boundary south sixty-two degrees thirty minutes east three hundred and sixty chains, more or less; then south thirty degrees east to a basswood tree upon the shore of Lake Erie, near the mouth of a small creek, five hundred and fourteen chains, more or less;

then along the shore of Lake Erie towards the mouth of the Grand River to a certain post or picket, one hundred and seventy-two chains, more or less; then north fifty-four degrees west one hundred and fifty-two chains, more or less; then west one hundred and sixty chains, more or less, to a maple tree on a branch of the said Grand River; then following the easternmost shore of the said river against the stream to the place of beginning; together with the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, to have and to hold the said parcel and tract of land or premises, and all and singular the hereditaments in the said Indenture expressed to be granted and demised, with their and every of their appurtenances unto the said William Claus, his executors, administrators and assigns, from the day next before the date of the said Indenture, for and during and unto the full end and term of one thousand years from thence next ensuing fully to be complete and ended, in trust, nevertheless, for and to the use and benefit of the Indians in the said Indenture mentioned, and their posterity: Provided always, and it was declared by the parties to the said Indenture to be the true intent and meaning thereof, that if the said Thomas Douglass, Earl of Selkirk, his heirs, executors, administrators or assigns, should well and truly pay or cause to be paid unto the said William Claus, his executors, administrators or assigns, the said sum of three thousand four hundred and seventy-five pounds of current money of Upper Canada, as aforesaid, on or before the eighteenth day of November next, after the date of the said Indenture, together with lawful interest thereon, to be computed from the eighteenth day of November then last past, without any deduction or abatement whatsoever, for or in respect of any taxes, charges, assessments or other matter, cause or thing whatsoever now taxed or imposed upon the hereditaments by the said Indenture granted or demised, or upon the said William Claus, his executors, administrators or assigns, for or in respect of the same by authority of Parliament or otherwise howsoever, or hereafter to be taxed or imposed, or if the said Thomas Douglass, Earl of Selkirk, his heirs, executors, administrators or assigns should well and truly pay, or cause to be paid, unto the said William Claus, his executors, administrators or assigns, the yearly interest of the said sum of three thousand four hundred and seventy-five pounds at and after the rate of six pounds for one hundred pounds for one year on each and every eighteenth day of November in each and every year, so long as the same should be and remain unpaid and unsatisfied, without any deduction or abatement whatsoever as aforesaid. Then and in either of the said cases, and from and after such payment should be made as aforesaid, the said Indenture and the demise thereby made and every matter, clause and thing in the said Indenture contained should cease, determine and be void to all intents and purposes, anything therein contained to the contrary notwithstanding. And the said Thomas Douglass, Earl of Selkirk, did by the said Indenture further covenant and agree for himself, his heirs, executors and administrators, to and with the said William Claus, his executors, administrators and assigns, that he, the said Thomas Douglass, Earl of Selkirk, his heirs, executors or administrators, should well and truly pay or cause to be paid unto the said William Claus, his executors, administrators or assigns, the said sum of three thousand four hundred and seventy-five pounds, and interest for the same, in manner mentioned, and at the time and in the manner in the said Indenture provided for the payment thereof or the yearly interest of the said sum of three thousand four hundred and seventy-five pounds in manner mentioned and provided in the said Indenture without any deduction or abatement whatsoever out of the same, according to the true intent and meaning of the said Indenture and the proviso therein contained. And it was by the said Indenture further covenanted and agreed that he the said Thomas Earl of Selkirk, and his heirs, and all and every other person or persons having or lawfully claiming or who should or might at any time or times thereafter have or lawfully claim any estate, right, title, interest or property either of law or equity of, in, to or out of the said parcel or tract of land and hereditaments in the said Indenture mentioned to be granted and demised from by or under him, them or any of them, should and would from time to time and at all times after default

should happen to be made of or in payment of the principal sum and interest or the yearly interest thereof in manner in the said Indenture mentioned, and upon every reasonable request of him the said William Claus, his executors, administrators and assigns, should make, do and execute, or cause to be made, done and executed all such further and other lawful and reasonable act or acts, thing and things or conveyances in the law whatsoever for the more perfect granting and assuring the said parcel and tract of land and premises unto the said William Claus, his executors, administrators or assigns, for and during the residue of the said term of one thousand years which shall be then unexpired freed from the aforesaid proviso for the redemption thereof and all equity thereupon as by the said William Claus, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably devised, advised or requested and required. And lastly, it was by the said Indenture agreed between the parties thereto that in the mean time and until default should happen to be made as in the said Indenture mentioned and set forth, it should be lawful for the said Thomas Douglass, Earl of Selkirk, his heirs and assigns, peaceably and quietly to have, hold, possess and enjoy the said parcel and tract of land and premises in the said Indenture mentioned and thereby demised; and to receive and take the rents, issues and profits thereof to and for his and their own proper use and benefit, without the let, trouble, denial, eviction or interruption of the said William Claus, his executors, administrators or assigns, or any other person lawfully claiming or to claim by, from or under him, them or any of them, as by reference to the said Indenture will more fully and at large appear. And whereas a large sum of money remains and is due and unsatisfied as well of the said principal sum of three thousand four hundred and seventy-five pounds as of the interest payable thereon according to the terms of the said Indenture and the covenants therein contained. And whereas the said John Johnson Claus and Warren Claus, executors, and the said Catherine Claus, executrix, of the last will and testament of the said William Claus, now deceased, are desirous and have agreed to assign the trust which by the said Indenture is now vested in them as executors and executrix of the said William Claus, as aforesaid, to the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns; and also, to assign to them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all sums of money now due or which may hereafter accrue due upon, under or by virtue of the said Indenture, together with the said Indenture, and all and singular the interest, claim, property or demand which they, the said John Johnson Claus, Warren Claus and Catherine Claus have in, to or out of or upon the said parcel or tract of land, with the appurtenances and every part thereof in the said Indenture mentioned. And whereas the said James Baby, John Henry Dunn and George Herchmer Markland have contracted and agreed to and with the said John Johnson Claus, Warren Claus and Catherine Claus, executors and executrix as aforesaid, to accept and receive an absolute assignment of all the estate, right, title, interest and possession, term of years yet to come and unexpired of, in and to the said piece and parcel of land, with the appurtenances and every part thereof, and of all and singular the sum and sums of money due and growing due under and by virtue of the said Indenture subject, nevertheless, to the same trusts, limitations and restrictions in the said Indenture set forth and contained.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of five shillings of lawful money of Upper Canada to the said John Johnson Claus and Warren Claus, executors, and to the said Catherine Claus, executrix, of the last will and testament of the said William Claus, deceased, in hand paid in full for the absolute purchase of all the estate, right, title, interest, term of years yet to come and unexpired, of them, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, of, in and to the piece or parcel of land, with the appurtenances, in the said Indenture mentioned, and of, in or to the sum or sums of money due and owing under and by virtue of the said Indenture, or which shall hereafter accrue due or owing on

the same, the receipt of which said sum of five shillings they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, doth hereby confess and acknowledge, they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, have granted, bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all and singular the piece, parcel or tract of land in the said in part recited Indenture mentioned and hereinbefore described, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also the said Indenture, and all other evidences, deeds and writings whatsoever touching or concerning the premises which they, the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, have in their custody or power, and also all such sum or sums of money as are now due or which may hereafter become due under or by virtue of the said Indenture and the covenants and conditions therein contained. To have and to hold the said piece, parcel or tract of land with the appurtenances hereinafter mentioned and hereby intended to be assigned, unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, from henceforth for and during all the rest and residue of the said term of one thousand years, by the said hereinbefore in part recited Indenture granted, which are now to come and unexpired.

And to have, hold and receive, take and demand, all and singular the sum and sums of money now due, or which may hereafter accrue due under and by virtue of the said hereinbefore in part recited Indenture to them, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, subject, nevertheless, to the condition following, that is to say: That they, the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall enter upon, take and possess the parcel or tract of land in the hereinbefore in part recited Indenture described and demised, and shall also take and receive all and singular the sum or sums of money which are now due, or which may hereafter accrue due and payable under and by virtue of the said Indenture, upon the same trusts and for the same purposes and to be accounted for and applied in the same manner as are set forth in the hereinbefore in part recited Indenture, and which is hereby assigned or intended so to be.

And the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, do by these presents covenant and agree to and with the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, that they the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, shall and may from time to time during the unexpired term of the one thousand years in the said Indenture mentioned, enter into, have, hold, possess and enjoy all and singular the parcel and tract of land in the said Indenture mentioned, with the appurtenances, in default of performance of all or any of the conditions or covenants in the said Indenture mentioned on the part and behalf of the said Thomas Douglass, Earl of Selkirk, his heirs, executors or administrators, to be performed and kept without the claim, let, hindrance, interruption or denial of them the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, or any or either of them, their or either of their executors, administrators or assigns. Also, that they the said James Baby, John Henry Dunn, George Herchmer Markland, their executors, administrators and assigns, shall have full power and authority to ask, demand, sue for, recover and receive all and singular the sum and sums of money which now are or hereafter may accrue due and owing under and by virtue of the said Indenture, without the interruption, interference or denial of them the said John Johnson Claus and Warren Claus, executors, and Catherine Claus, executrix, as aforesaid, or either of them, their or either of their executors, administrators or assigns, or by any other person or persons whatsoever, by their or either of their authority, procurement or connivance.

IN TESTIMONY WHEREOF, the parties have hereunto set and subscribed their hands and seals on the day first above written.

Signed, sealed and delivered in }
 presence of :
 WALTER H. DICKSON,
 C. GAMBLE.

JOHN CLAUD,
 W. CLAUD,
 C. CLAUD,
 J. BABY,
 JOHN H. DUNN,
 GEORGE H. MARKLAND.

[L.S.]
 [L.S.]
 [L.S.]
 [L.S.]
 [L.S.]
 [L.S.]

A memorial hereof is registered in the registry of the Counties of Lincoln and Haldimand, the 26th day of November, 1831, at 9 o'clock a.m., in Book N., Folios 136, 137.

JOHN LYONS,
Registrar.

No. 65½.

To all to whom these presents shall come:

Hannah Playter, of the Township of Vaughan, in the Home District and Province of Canada, widow; John Langstaff, of the Township Markham, in said Home District, gentleman; and Lucy Langstaff, his wife, of the same place; John Arnold, of said Township of Vaughan, gentleman, and Elizabeth Arnold, of the same place, his wife, send greeting:

Whereas, His late Majesty King George the Third, by Letters Patent under the Great Seal of the late Province of Upper Canada, bearing date the fifteenth day of December, in the thirty-seventh year of His reign, did give and grant unto the Honorable David William Smith, of the then Town of York, in the said Home District, Esquire, his heirs and assigns for ever, all that parcel or tract of land situate in the Township of Southwold, in the then County of Suffolk, now the County of Middlesex, in the District of London, in said then Province of Upper Canada, containing four hundred and fifty acres, be the same more or less, being lots numbers ten in the first concession, and numbers nine and ten in the front concession of said Township of Southwold, to have and to hold the said parcel or tract of land unto and to the use of the said David William Smith, his heirs and assigns, subject nevertheless to certain reservations, limitations and conditions in said Letters Patent, expressed and contained as by Our said Letters Patent will appear. And whereas, the said David William Smith, by Indenture of bargain and sale bearing date the fourth day of September, in the year of Our Lord one thousand seven hundred and ninety-eight, and made between the said David William Smith, then of the Town of York, in the Home District of Upper Canada, of the first part, and Abner Miles, then of the same place, inn-holder, of the other part; he, the said David William Smith for the consideration therein expressed did, among other lands, tenements and hereditaments, grant, bargain and sell, release and confirm unto the said Abner Miles said tract or parcel of land and premises situate in the Township of Southwold aforesaid, being said lots number ten in the first concession, and lots numbers nine and ten in the front concession of said Township of Southwold, together with the woods and waters thereon growing and being, and all and singular the appurtenances to the same belonging or in anywise appertaining, subject to the reservations, limitations and conditions contained in the original grant thereof from the Crown; to have and to hold the same and every part and parcel thereof unto and to the use of the said Abner Miles, his heirs and assigns for ever. And whereas the said Abner Miles being seized in fee of said lots number ten in the first concession, and lots numbers nine and ten in the front concession of said Township of Southwold, departed this life without having disposed of said lots of land by will or otherwise on or about the twenty-sixth day of July, in the year of Our Lord one thousand eight hundred and six, leaving James Miles his heir-at-law him surviving and entitled to the inheritance in fee simple of and in said lots of land respectively. And whereas the said

James Miles being seized of a good estate of inheritance in fee simple of and in said lots of land departed this life on or about the twenty-first day of September in the year of Our Lord one thousand eight hundred and forty, having first made, published and declared his last will and testament duly executed to pass real estate in the said late Province of Upper Canada, whereby the said James Miles did give, devise and bequeath all his real property, of what kind soever and wherever it is, and together with the appurtenances thereto belonging unto his three sisters, Hannah Playter, Lucy Langstaff and Elizabeth Arnold their heirs and assigns forever, share and share alike. Now know ye, that the said Hannah Playter, John Langstaff and Lucy Langstaff his wife, John Arnold and Elizabeth Arnold his wife, for and in consideration of the sum of four hundred and sixty-two pounds of lawful money of Canada to them in hand paid at or before the sealing and delivery of these presents by Our present Sovereign Lady Victoria, the receipt whereof is hereby acknowledged, and for several other good causes and weighty considerations them thereunto moving, have and each of them hath granted, surrendered and yielded up, and by these presents do and each of them doth grant, surrender and yield up unto Our Sovereign Lady the Queen's Most Excellent Majesty, Her heirs and successors, said lots number ten in the first concession, and numbers nine and ten in the first concession of said Township of Southwold, with all and singular the hereditaments and appurtenances thereto belonging, and all their, and each of their estates, rights, title, interest, claim and demand whatsoever, of, in, to or out of, the same and every part and parcel thereof freed, cleared and discharged of and from all prior mortgages, charges, incumbrances, services, claims and demands whatsoever of the said Abner Miles, and his heirs or assigns, the said James Miles, his heirs or assigns, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, or either of them, heretofore made, done, committed, charged or suffered to be made, done, committed, charged, or suffered to be made, done, committed or charged upon the said lands, tenements and premises or any part thereof. To have and to hold the same and every part and parcel thereof unto and to the sole use and behoof of Her said present Majesty, Her heirs and successors forever, together with the said Letters Patent to said David William Smith to be cancelled; and the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, for themselves, their and each of their heirs, executors, administrators and assigns, do by these presents covenant, grant and agree to and with Our said Sovereign Lady the present Queen's Most Excellent Majesty, Her heirs and successors, that they, the said Hannah Playter, Lucy Langstaff and Elizabeth Arnold, at the time of the ensembling and delivery hereof are and stand solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in said lands, tenements, hereditaments and all and singular other the premises hereinbefore mentioned, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of forfeiture, reservation, limitation, provisoes or conditions other than contained in the original grant thereof from the Crown, and other than the tenancy by courtesy which said John Langstaff and John Arnold might or could have in the same in the event of their surviving their said wives, respectively; and that they, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold now have in themselves good right, full power and lawful and absolute authority to grant, surrender and yield up the said tenements, hereditaments and premises hereinbefore mentioned, with their and every of their appurtenances, unto Her said present Most Gracious Majesty, Her heirs and successors forever, in manner aforesaid. And further, that they, the said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, their heirs and assigns, and all and every other person or persons whomsoever having or lawfully claiming, or who shall or may lawfully claim any estate, right, title, interest or trust of, in, to or out of the said lands, tenements, hereditaments and premises hereby surrendered, as aforesaid, or intended so to be, with their appurtenances, or any part thereof, by, from, under or in trust for said David William Smith, his heirs or assigns; said Abner Miles and

James Miles, their or either of their heirs or assigns; said Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold, their or either of their heirs or assigns, shall and will, from time to time and at all times, at the proper costs and charges in the law of Our said Sovereign Lady the Queen, Her heirs or successors, make, do, suffer and execute, or cause or procure to be made, done and suffered and executed all and every such further and other reasonable act and acts, deed and deeds, devices and assurances in the law for the further, better and more perfectly granting and surrendering and yielding up the said lands, tenements, hereditaments and premises, with the appurtenances and every part thereof, unto Our Sovereign Lady the present Queen's Most Gracious Majesty, Her heirs and successors forever, as by Her said Majesty, Her heirs or successors, Her or their counsel learned in the law, shall be reasonably and lawfully devised, or advised or required.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seals this fourth day of January, in the sixth year of Her Majesty's reign, and in the year of Our Lord one thousand eight hundred and forty-three.

Signed, sealed and delivered in the }
presence of }
JOHN POWELL, to execution by Lucy
Langstaff, and Elizabeth Arnold.
HUGH N. GWYNNE, to execution by all
the parties.

HANNAH PLAYTER, [L.S.]
JNO. LANGSTAFF, [L.S.]
LUCY LANGSTAFF, [L.S.]
JOHN ARNOLD, [L.S.]
her
ELIZABETH X ARNOLD. [L.S.]
mark.

I, John Powell, Esquire, Judge of the District Court in and for the Home District, do hereby certify that on this fourth day of January in the year of Our Lord one thousand eight hundred and forty-three, at the Township of York, the within deed was duly executed in the presence of me and Hugh Nelson Gwynne by Lucy Langstaff, wife of John Langstaff, gentleman, one of the grantors therein named, and also by Elizabeth Arnold, wife of John Arnold, one other of the grantors therein named, and that the said Lucy Langstaff and Elizabeth Arnold severally and respectively at the said time and place, being severally examined by me apart from their respective husbands, did appear respectively to give their consent to part with their respective estates in the lands mentioned in the said deed, freely and voluntarily and without coercion or fear of coercion on the part of their respective husbands, or of any other person or persons whatsoever.

JOHN POWELL,
J.H.D.C.

I certify that a memorial of the within instrument was recorded the 26th day of August, A.D., 1854, at 10 o'clock a.m., in Liber B, for Southwold, Folio 537.

JOHN MCKAY,
Registrar, Elgin.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 1st August, 1856.

I hereby certify that the within deed of surrender, together with the accompanying Minute in Council, were this day entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Fol. 143, &c.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 20th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 4th July, 1856, approved by His Excellency the Governor General in Council on the 5th July, 1856.

On a letter from the Chief Superintendent of Indian Affairs of the 23rd June, 1856, transmitting a deed of surrender from Hannah Playter, John Langstaff, Lucy Langstaff, John Arnold and Elizabeth Arnold to Her Majesty the Queen, in trust for the use and benefit of the Mississaga Indians of the Credit, of lot number ten in first concession, and lots number nine and ten in the front concession of the Township of Southwold, in the County of Middlesex, containing about 450 acres, be the same more or less. In order that the same may be sold and patented for the benefit of the aforesaid Indians, and requesting that the same may be laid before Your Excellency in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and the Provincial Registrar.

The Committee recommend that the trust be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

Certified,

WM. H. LEE,
C. P. C.

No. 66.

THIS INDENTURE, made and concluded this seventeenth day of June, in the year of Our Lord one thousand eight hundred and fifty-two, between William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, the Principal Chiefs, Warriors and people of the Indian Tribes commonly designated and known as the Chippewas of Lakes Huron and Simcoe, of the one part, and Her Majesty the Queen, Victoria by the Grace of God, of the United Kingdom of Great Britain and Ireland, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of the Province of Canada by Her said Majesty to the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for and in consideration of the further condition and trust hereinafter contained and expressed, they the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, have and each and every of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do and each and every of them doth grant, bargain, sell, release, surrender and forever yield up unto Her said Majesty, Her heirs and successors, in trust, for the purpose of enabling Her said Majesty, Her heirs and successors, to sell the same to the best advantage for the use, benefit and behalf of them the said William Yellowhead, Thomas Naningeshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, and their people and posterity forever, all that certain piece or parcel of land and premises situated, lying and being in the northern division of the Township of Orillia, in the County of Simcoe, and in the Province of Canada, being composed of part of lot number two in the first concession of the said northern division of the said Township of Orillia, and commencing at a post planted on the north side line of said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of said first concession to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post planted and forming the jog in the said north side line; thence north sixty

degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; then north thirty-three degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links to a post there planted; thence north thirty degrees west eight chains and sixty-five links, be the same more or less, to the place of beginning; containing by admeasurement twenty acres and fifty perches of land, more or less. Together with all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, and all the estate and interest of them the said William Yellowhead, Thomas Naningshkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgegwn and John Jones, their tribe, nation and people. To have and to hold the same to Her said Majesty the Queen, Her heirs and successors, for the purpose herein already mentioned forever.

IN TESTIMONY WHEREOF, the said Principal Chiefs and Warriors, on their own behalf as well as on behalf of their tribe, nation and people, do hereunto make and affix their sign or totem against their seals, respectively, at Orillia, on the day and date first herein written.

Read, explained in Council,
signed, sealed and delivered
in the presence of: }
ADAM PATERSON,
Comm'r. Queen's Bench,
JOHN SIMPSON,
JOSEPH NANINGESHKUNG,
Interpreter.

CHIEF WILLIAM YELLOWHEAD, (his totem)	[L.S.]
CHIEF THOMAS NANINGESHKUNG, (his totem)	[L.S.]
CHIEF JAMES BIGWIND, (his totem)	[L.S.]
CHIEF GEOEGE YOUNG, (his totem)	[L.S.]
CHIEF JOSEPH SNAKE, (his totem)	[L.S.]
CHIEF JOHN AISSANCE, (his totem)	[L.S.]
CHIEF JAMES AISSANCE, (his totem)	[L.S.]
CHIEF JOHN JONES, (his totem)	[L.S.]
PETER GADAHGEGWUN, (his totem)	[L.S.]

Certified,

T. G. ANDERSON, V.S.I.A.

W. B. Hamilton, witness to }
the signature of: }

JAMES AISSANCE.

John Simpson, witness to }
the signature of: }

JOHN JONES,

CHARLES KEESHICK, *Interpreter,*

John Simpson, Frederick C. M. }
Fraser, witness to the signature of: }

PETER GADAHGEGWUN, }

JOHN SIMPSON. }

Certified,

T. G. ANDERSON, S.I.A.

No. 66½.

KNOW ALL MEN BY THESE PRESENTS that we, John Natty and Frederick Fisher, Chiefs of the Band of Chippewa Indians of the Township of Anderdon, in the County of Essex, and Western District of the Province of Canada, in Council assembled, do hereby surrender and yield up unto Her Most Gracious Majesty, Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and in equity, of, in and to that tract or parcel of land situate, laying and being in Block (C) in the township, county, district and Province aforesaid, being composed of lot number five in the fourth concession, and the north half of lot number four in the fourth concession of the said township, containing by admeasurement three hundred acres, be the same more or less, with all and

singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in any wise belonging forever. To the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to order and direct that the said three hundred acres of land be disposed of by bargain and sale, and the monies arising therefrom to be applied in the erection of buildings and the purchase of working oxen, farming implements, seed grain, and such other articles as may be required for the settlement of the said band of Indians on Walpole Island in the Western District aforesaid.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Band have hereunto set our names and seals at Amherstburg, Canada West, the eighteenth day of January, in the year of Our Lord one thousand eight hundred and forty-eight.

Signed and sealed in our presence being } first read and fully explained :	his	JOHN x NATTY, Chief.	[L.S.]
	mark.		
V. W. TAYLOR,	his	FREDERICK x FISHER, Chief,	[L.S.]
Major R. C. R. Regt.,	mark.		
J. W. PETO,	his	TAWA-KE x SHECASE, Chief Warrior,	[L.S.]
Lieut. R. C. R. Regt.,	mark.		
THOMAS ALEX. CLARK,	his	EDWARD x NATTY, Chief Warrior,	[L.S.]
Interpreter, Indian Dept.	mark.		
		Certified,	J. B. CLENCH,
			V. S. I. A.

Approved:

ELGIN & KINGARDINE,

I. G. CAMPBELL, Major, Secy.

Recorded 23rd Feby., 1848.

Lib. A, "Surrenders to the Crown," Folio 342. }

R. A. TUCKER,

Registrar.

No. 66½.

PROVINCIAL REGISTRAR'S OFFICE.

TORONTO, 9th June, 1859.

I hereby certify that the three several deeds of indenture and surrender hereto annexed, reinvesting in Her Majesty, Her heirs and successors, a certain piece or parcel of land, being part of lot No. 2, a clergy reserve, in the first concession, northern division, of the Township of Orillia, containing by admeasurement twenty acres and fifty perches of land, more or less, have been respectively entered upon the records of this office, reference being made to said instruments will fully and at large appear.

WM. KENT,

Deputy Registrar.

To the Chief Superintendent,
Indian Affairs, &c., &c.

WHEREAS, formerly when resident in Canada, I, William Charles Hume, now residing in the County of Wicklow in Ireland, Esquire, sold and conveyed twenty acres and fifty perches, more or less, parcel of lot number two in the first concession of northern Orillia, in the County of Simcoe, to the Indian Department for a valuable consideration: And whereas the said deed does not sufficiently convey the fee of the said parcel of land as was intended. And whereas I am desirous of conveying said fee to the said Department, or any person by them appointed in that behalf; and whereas I am now resident in Ireland and it is convenient for me to appoint an attorney for the purpose of executing and delivering a sufficient deed of the said parcel of land:

Now know all men by these presents that I, the said William Charles Hume, formerly of Marchmont, in the Township of North Orillia, County of Simcoe and Province of Canada, but now of the County of Wicklow, in Ireland aforesaid, do hereby nominate, constitute and appoint Skeffington Connor, of the City of Toronto, Esquire, Barrister, my true and lawful attorney for me and in my name to execute and deliver to the Indian Department of Canada West or to the Honorable Colonel Bruce on its behalf, or any other of the officers of the said Department, for the said Department a good and valid deed in fee simple of the said parcel of land so formerly sold and conveyed by me to the said Department or intended so to be.

Dated at the City of Dublin this day of A. D. 1850.

Signed, sealed and delivered
in presence of
JOHN JAS. NUGENT,
of Belvedere Place, in the
City of Dublin, Attorney-
at-Law.

WM. CHS. HUME. [L.S.]

Skeffington Connor, of the City of Toronto, Esquire, maketh oath and saith, that he knoweth and is well acquainted with William Charles Hume, the party in the annexed power of attorney mentioned as executing the same, and also with John James Nugent, the party whose name is set and subscribed thereto as the attesting witness to the execution thereof, and that he is well acquainted with the respective hands writing of each of them, the said William Charles Hume and John James Nugent, having frequently seen them respectively write. And this deponent further saith that the name "Wm. Chs. Hume," set and subscribed to the said power of attorney as of the party executing the same is of the proper handwriting of the said William Charles Hume and that the name "John Jas. Nugent" set and subscribed to the said power of attorney as of the party attesting the execution thereof is of the proper handwriting of the said John James Nugent.

Sworn at the City of Toronto, this }
seventh day of February, in the }
year of Our Lord 1852, before me: }

SKEFFINGTON CONNOR.

ALEX. McDONALD,

A Commissioner for taking affidavits in B.R.
for Counties of York, Ontario and Peel.

THIS INDENTURE, made the sixth day of March, in the year of Our Lord one thousand eight hundred and fifty one, between William Charles Hume, of the Township of Orillia, late in the Home District, but now in the District of Simcoe, in the Province of Canada, Esquire, of the one part, and the Honorable Robert Bruce, of the City of Toronto, Civil Secretary of the said Province and Superintendent General of Indian Affairs, of the other part. Whereas, by a certain Indenture of bargain and sale, bearing date on or about the twelfth day of January, in the year of Our Lord one thousand eight hundred and thirty six, and made or expressed to be made between the said William Charles Hume, of the one part, and James Givins, then of the City of Toronto, in the then Province of Upper Canada, Esquire, Chief Superintendent of the Indian Department, in the same Province, since deceased, of the other part: It is witnessed that in consideration of the sum of two hundred and twenty pounds of lawful money of the then Province of Upper Canada, paid by the said James Givins to the said William Charles Hume, the receipt whereof is thereby acknowledged, he, the said William Charles Hume, did grant, bargain and sell unto the said James Givins, and his successors in office, all that piece or parcel of land, being part of lot number two, clergy reserve, in the first concession of the northern division of the Township of Orillia, and commencing at a post planted on the north side line of the said lot, being twenty-one chains and thirty-three links from the

north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of the said first concession to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post there planted and forming the jog in the said north side line; thence north sixty degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; thence north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links to a post there planted; thence north thirty degrees west eight chains sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches, more or less, with the appurtenances. To hold the same; but subject as in the said Indenture now in recital is mentioned, unto and to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs, as aforesaid, in trust nevertheless and for the absolute use and benefit of the Chippewa Tribe of Indians of Lake Huron and Simcoe, to be disposed of as they should direct, and for no other trust, end, intent or purpose whatsoever. And whereas, notwithstanding the absolute sale of the said lands and hereditaments and the fee simple and inheritance thereof by the said William Charles Hume to the said James Givins as aforesaid, it is apprehended that under the limitation of the said estate in the said Indenture contained to the use of the said James Givins and his successors in the office of the Chief Superintendent of Indian Affairs as aforesaid, instead of a limitation having been made thereof to him and his heirs he, the said James Givins, took no greater or larger estate than an estate for life of and in the lands and hereditaments thereby, or intended to be thereby conveyed, and that on his decease the legal estate therein reverted to the said William Charles Hume, and that he, the said William Charles Hume, is and now stands seized thereof in fee simple in possession, but nevertheless as a trustee thereof for the absolute use and benefit of the said Tribes of Indians in the said recited Indenture named. And whereas the said Robert Bruce is now the Superintendent General of Indian Affairs in and for the said Province, and as such a successor in the said office of the said James Givins, deceased. And whereas the said Robert Bruce hath applied to and requested the said William Charles Hume to convey and assure the said lands and hereditaments unto him the said Robert Bruce in trust for the absolute use and benefit of the said Chippewa Tribe of Indians, in manner hereinafter mentioned, which he hath consented and agreed to do. Now this Indenture witnesseth, that in consideration of the premises, and of the sum of five shillings of lawful money of the said Province to the said William Charles Hume in hand paid by the said Robert Bruce at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said William Charles Hume, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said Robert Bruce, his heirs and assigns, all that said tract or parcel of land and hereditaments hereinbefore described, and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture, as aforesaid, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of him the said William Charles Hume of, in or to the same or any part thereof. To have and to hold the said parcel or tract of land and hereditaments hereby bargained and sold or intended so to be, with the appurtenances, unto the said Robert Bruce, his heirs and assigns, to the use of him the said Robert Bruce, his heirs and assigns for ever, in trust nevertheless and for the absolute use and benefit of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and to be disposed of as they shall direct, and for no other trust, end, intent or purpose whatsoever. And the said William Charles Hume doth hereby for himself, his heirs, executors and administrators, covenant,

promise and agree to and with the said Robert Bruce, his heirs and assigns, that he, the said William Charles Hume, and all and every other person or persons having or claiming or who shall or may hereafter have or claim any estate, right, title or interest, property, claim or demand whatsoever, either at law or in equity of, in, to or out of the said parcel or tract of land and hereditaments hereby bargained and sold or otherwise assured, or intended so to be, with the appurtenances, by, from, under or in trust for him, the said William Charles Hume or his heirs shall, and will from time to time, and at all times hereafter, upon every reasonable request and at the proper costs and charges of the said Robert Bruce, his heirs or assigns, or the said trust estate, make, do and execute all such further and other lawful and reasonable acts, deeds and assurances in the law whatsoever for the further better more perfectly and absolutely granting, conveying and assuring the said parcel or tract of land and hereditaments hereby bargained and sold or otherwise assured or intended so to be, and every part thereof, with their appurtenances unto and to the use of the said Robert Bruce, his heirs and assigns upon the trusts and for the ends, intents and purposes hereinbefore expressed, and declared of, and concerning the same as by the said Robert Bruce, his heirs or assigns, or his or their counsel in the law shall be reasonably devised or advised and required, so as no such further assurance contain or imply any further or other covenant or warranty than against the person or persons who shall be required to make or execute the same, and his, her or their heirs, executors or administrators, acts and deeds, and so as the person or persons who shall be required to make such further assurance or assurances be not compelled or compellable for the making thereof to go or travel from his or their usual place of abode.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of (by the above named William Charles Hume, by Skeffington Connor, his attorney).

WILLIAM CHAS. HUME, [L.S.]
By his attorney,
SKEFFINGTON CONNOR.

ROBERT I. TURNER,
Of the city of Toronto, barrister-at-law.

Signed, sealed and delivered by the above named Robert Bruce in the presence of:

R. BRUCE. [L.S.]

S. Y. CHESLEY.

I hereby certify that the within deed from William C. Hume, Esquire, of the Township of Orillia, in the District of Simcoe, in the Province of Canada West, to the Honorable Robert Bruce, late of Toronto, but now of the City of Quebec, Civil Secretary of said Province and Superintendent General of Indian Affairs, and dated the sixth day of March, in the year of Our Lord one thousand eight hundred and fifty-one, is the deed referred to in the affidavit of Solomon Youmans Chesley, of the City of Quebec, in Lower Canada, Esquire, proving the execution of the same, which affidavit was made and sworn before me at the said City of Quebec this day, and is annexed to the memorial of the said deed.

Signed and dated at Quebec, in Lower Canada, this nineteenth day of February, 1852.

J. DUVAL,
J. Superior Court.

A memorial hereof is recorded the 8th day of March, A.D. 1852, at 10 o'clock a.m., in Liber K. L., folio 57, No. 10896.

G. T. LOUNT,
Deputy Regr., County of Simcoe.

Recorded 21st July, 1852, in Lib. C. S., folio 49, &c.

THO. AMIOT,
D. R.

THIS INDENTURE, made the fourth day of February, in the year of Our Lord one thousand eight hundred and fifty-two, between the Honorable Robert Bruce, late of the City of Toronto but now of the City of Quebec, in the Province of Canada, Civil Secretary of the said Province and Superintendent General of Indian Affairs, of the one part, and Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part.

Whereas by a certain Indenture of bargain and sale bearing date on or about the twelfth day of January, in the year of Our Lord one thousand eight hundred and thirty-six, and made or expressed to be made between William Charles Hume, of the Township of Orillia, late in the Home District, but now in the County of Simcoe, in the Province of Canada, Esquire, of the one part, and James Givins, then of the City of Toronto, in the then Province of Upper Canada, Esquire, Chief Superintendent of the Indian Department, of the same Province, since deceased, of the other part, it is witnessed that in consideration of the sum of two hundred and twenty pounds of lawful money of the then Province of Upper Canada paid by the said James Givins to the said William Charles Hume, the receipt whereof is thereby acknowledged, he, the said William Charles Hume, did grant, bargain and sell unto the said James Givins and his successors in office, all that piece or parcel of land being part of lot number two, clergy reserve, in the first concession of the northern division of the Township of Orillia, and commencing at a post planted on the north side line of the said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains to the centre of the said first concession, to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post there planted, and forming the jog in the said north side line; thence north sixty degrees east eight chains to a post there planted; thence south thirty degrees east eight chains twenty-five links to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to the township line between the Townships of Orillia and Medonte; then north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links to a post there planted; thence north thirty degrees west eight chains sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches, more or less, with the appurtenances, to hold the same, but subject as in the said Indenture now in recital is mentioned unto and to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs as aforesaid; in trust, nevertheless, and for the absolute use and benefit of the Chippewa Tribe of Indians of Lakes Huron and Simcoe, to be disposed of as they should direct, and for no other trust, end, intent or purpose whatsoever.

And whereas by a certain other Indenture bearing date the sixth day of March now last past and made, or expressed to be made, between the said William Charles Hume, of the one part, and the said Robert Bruce, of the other part, after reciting amongst other things the hereinbefore in part recited Indenture of bargain and sale and reciting that notwithstanding the absolute sale of the said lands and hereditaments and the fee simple and inheritance thereof by the said William Charles Hume to the said James Givins as aforesaid, it was apprehended that under the limitation of the said estate in the said Indenture contained to the use of the said James Givins and his successors in the office of Chief Superintendent of Indian Affairs, as aforesaid, instead of a limitation having been made thereof to him and his heirs, he, the said James Givins, took no greater or larger estate than an estate for life of and in the lands and hereditaments thereby or intended to be thereby conveyed, and that on his decease the legal estate therein reverted to the said William Charles Hume, and that he, the said William Charles Hume, was and then stood seized thereof in fee simple in possession but nevertheless as a trustee thereof for the absolute use and benefit of the said tribes of Indians in the said therein and hereinbefore recited Indenture named; and reciting that the said Robert Bruce was then the Superintendent General of Indian Affairs in and for the said Province, and as such a suc-

cessor in the said office of the said James Givins, deceased, and that the said Robert Bruce had applied to and requested the said William Charles Hume to convey and assure the said lands and hereditaments unto him the said Robert Bruce, in trust for the absolute use and benefit of the said Chippewa Tribe of Indians, in manner hereinbefore mentioned, which he had consented and agreed to do, it is witnessed that for the nominal consideration therein expressed he, the said William Charles Hume, did grant, bargain, sell alien, release, convey and confirm unto the said Robert Bruce, his heirs and assigns, the said tract or parcel of land and hereditaments hereinbefore described and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture as aforesaid, with their and every of their rights, members and appurtenances, to hold the same with the appurtenances unto and to the use of the said Robert Bruce, his heirs and assigns, in trust, nevertheless, for the absolute use and benefit of the said Chippewa Tribe of Indians of Lakes Huron and Simcoe, and to be disposed of as they should direct.

And whereas Her Most Gracious Majesty has been pleased to signify Her royal will and pleasure to take the said land and hereditaments, and the control and management thereof, into Her own hands, for the use and benefit of said Tribes of Indians, and that the same shall be conveyed and assured to Her and Her heirs and successors for that purpose and intent.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of five shillings of lawful money of the said Province to the said Robert Bruce in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said Robert Bruce, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto Her Majesty, Her heirs and successors, all that the said tract or parcel of land and hereditaments hereinbefore described and comprised in and conveyed or intended to have been conveyed unto the said James Givins in and by the said hereinbefore in part recited Indenture as aforesaid, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, of him the said Robert Bruce, of, in or to the same or any part thereof. To have and to hold the said parcel or tract of land and hereditaments hereby bargained and sold or intended so to be, with their and every of their rights, members and appurtenances, unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors for ever, to the end, intent and purpose that Her Majesty, Her heirs and successors, shall be the better enabled to make or authorise such use or disposition of the said parcel or tract of land and hereditaments to and for the benefit and advantage of the Indians aforesaid as Her said Majesty, Her heirs and successors, shall deem just and expedient. And the said Robert Bruce doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree to and with Her said Majesty, Her heirs and successors that he, the said Robert Bruce, and all and every other person or persons having or claiming, or who shall or may hereafter have or claim any estate, right, title, or interest, property, claim or demand whatsoever, either at law or in equity, of, in, to or out of the said parcel or tract of land and hereditaments hereby bargained and sold, or otherwise assured or intended so to be with the appurtenances, by, from, under or in trust for him the said Robert Bruce, or his heirs, shall and will, from time to time and at all times hereafter, upon every reasonable request and at the proper costs and charges of Her Majesty, Her heirs and successors, make, do and execute all such further and other lawful and reasonable acts, deeds and assurances in the law whatsoever for the further, better, more perfectly and absolutely granting, conveying and assuring the said tract or parcel of land and hereditaments hereby bargained and sold or otherwise assured or intended so to be, and every part thereof, with their appurtenances, unto and to the use of Her Majesty, Her heirs and successors, to the intent and purpose aforesaid, according to the true intent and meaning of these

presents, as by Her Majesty, Her heirs and successors, or Her or their counsel in the law, shall be reasonably devised or advised and required, so as no such further assurance contain or imply any further or other covenant or warranty than against the person or persons who shall be required to make or execute the same and his, Her or their heirs, executors or administrators, acts and deeds, and so as the person or persons who shall be required to make such further assurance or assurances be not compelled or compellable for the making thereof to go or travel from his or their usual place of abode.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in }
 presence of }
 S. Y. CHESLEY,
 MICHAEL TURNER.

R. BRUCE. [L. S.]

I hereby certify that the within deed from the Honorable Robert Bruce, late of the City of Toronto, but now of the City of Quebec, in the Province of Canada, Civil Secretary of the said Province and Superintendent General of Indian Affairs, to Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and dated the fourth-day of February instant, is the deed referred to in the affidavit of Solomon Youmans Chesley, of the City of Quebec, in Lower Canada, Esquire, proving the execution of the same, which affidavit was made and sworn before me at the said City of Quebec this day, and is annexed to the memorial of the said deed.

Signed and dated at the City of Quebec in Lower Canada, this nineteenth day of February, 1852.

J. DUVAL,
J. Superior Court.

A memorial hereof is recorded in the Registry Office for the County of Simcoe on the 8th day of March, A. D. 1852, at 11 o'clock a.m. in Liber K. L., folio 58, No. 10897.

G. T. LOUNT,
D.R.

Recorded 24th July, 1852, in Lib. C. S., fol. 55.

THO. AMIOT,
Deputy Registrar.

THIS INDENTURE, made and concluded this seventeenth day of June, in the year of Our Lord one thousand eight hundred and fifty-two, between William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, the Principal Chiefs, Warriors and people of the Indian Tribes commonly designated and known as the Chippewas of Lakes Huron and Simcoe, of the one part; and Her Majesty, the Queen, Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, of the other part, Witnesseth: that for and in consideration of the sum of five shillings of lawful money of the Province of Canada by Her said Majesty to the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for and in consideration of the further condition and trust hereinafter contained and expressed, they, the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, have, and each and every of them hath granted, bargained, sold, released, surrendered and forever yielded up, and by these presents do and each and every of them doth grant, bargain, sell, release, surrender and forever yield up unto Her said Majesty, Her heirs and successors, in trust, for the purpose of enabling Her said Majesty, Her heirs and

successors, to sell the same to the best advantage for the use, benefit and behoof of them the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, and their people and posterity forever, all that certain piece or parcel of land and premises situated, lying and being in the northern division of the Township of Orillia, in the County of Simcoe, and in the Province of Canada, being composed of part of lot number two, in the first concession of the said northern division of the said Township of Orillia, and commencing at a post planted on the north side line of said lot, being twenty-one chains and thirty-three links from the north-west angle of the said lot; thence north sixty degrees east twelve chains, to the centre of the said first concession, to a post there planted; thence south thirty degrees east one chain forty links, more or less, to a post planted and forming the jog in the said north side line; thence north sixty degrees east eight chains, to a post there planted; thence south thirty degrees east eight chains twenty-five links, to a post there planted; thence south sixty degrees west forty-one chains thirty-three links, more or less, to township line between the Townships of Orillia and Medonte; then north thirty degrees west one chain; thence north sixty degrees east twenty-one chains thirty-three links, to a post there planted; thence north thirty degrees west eight chains and sixty-five links, be the same more or less, to the place of beginning, containing by admeasurement twenty acres and fifty perches of land, more or less, together with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all the estate and interest of them the said William Yellow-head, Thomas Naningishkung, James Bigwind, George Young, Joseph Snake, John Aissance, James Aissance, Peter Gadahgeggun and John Jones, their tribe, nation and people: To have and to hold the same to Her said Majesty the Queen, Her heirs and successors, for the purpose herein already mentioned forever.

IN TESTIMONY WHEREOF, the said Principal Chiefs and Warriors, on their own behalf as well as on behalf of their tribe, nation and people, do hereunto make and affix their sign or totem against their seals, respectively, at Orillia, on the day and date first herein written.

Read, explained in Council, signed, sealed and delivered in the presence of ADAM PATERSON, <i>Commissioner Queen's Bench,</i> JOHN SIMPSON, JOSEPH NANEGISHKUNG, <i>Interpreter.</i>	}	Chief WILLIAM YELLOW-HEAD, (his totem)	[L.S.]
		Chief THOMAS NANINGISHKUNG, (his totem)	[L.S.]
		Chief JAMES BIGWIND, (his totem)	[L.S.]
		Chief GEORGE YOUNG, (his totem)	[L.S.]
		Chief JOSEPH SNAKE, (his totem)	[L.S.]
		Chief JOHN AISSANCE, (his totem)	[L.S.]
		Chief JAMES AISSANCE, (his totem)	[L.S.]
Certified,		Chief JOHN JONES, (his totem)	[L.S.]
T. G. ANDERSON, V.S.I.A.		PETER GADAHGEGGUN. (his totem)	[L.S.]

Witness to signature of James Aissance:

W. B. HAMILTON,
JOHN SIMPSON.

Witness to signature of John Jones:

CHARLES KEESHICK,
Interpreter,

JOHN SIMPSON.

Witness to the signature of Peter Gadahgeggun:

FRED. C. M. FRASER,
JOHN SIMPSON.

Certified,

T. G. ANDERSON, S.I.A.

Recorded 24th July, 1852, in Lib. C. S., Fol. 60.

THO. AMIOT,
Deputy Registrar.

No. 67.

To all whom these presents shall come—GREETING.

Know ye, that we, the undersigned Chiefs of the Chippewa Tribe of Indians residing at Saugeen and at Owen Sound, have surrendered and do hereby surrender, on behalf of our said tribe, and with their entire knowledge and consent, unto Her Most Gracious Majesty, Queen Victoria and Her successors, all and singular that certain tract or parcel of land and premises situate, lying and being in the Counties of Grey and Bruce, in the Province of Canada, and composed of the southerly part of the lands commonly called and known by the name of the Saugeen Tract, which is bounded on the south by Lake Huron and the Huron District, and on the north by the Georgian Bay, and comprised within the following limits, that is to say:—Commencing on the present southern limit of said Indian tract at the intersection thereof by the easterly side of the allowance for road between the fourth and fifth concessions of the Township of Derby, being about three miles westerly from the Indian Village of Neywash; thence north nine degrees west forty chains, statute measure, to a post to be planted; thence south seventy-six degrees fifteen minutes west, or parallel with the said southerly line of limit of the said Indian lands, twelve hundred chains, or to within about two miles of the Indian Village of Saugeen; thence south nine degrees east forty chains to the said southern present limit of the said Indian lands; thence north seventy-six degrees and fifteen minutes east twelve hundred chains to the place beginning, containing by admeasurement four thousand and eight hundred acres of land. To have and to hold the said tract of land and its appurtenances, unto Her said Majesty Queen Victoria and Her successors for ever, in trust for the purpose of being sold to the best advantage, and the proceeds thereof to be invested in such a fund or funds as the Governor General or other person administering the Government of Canada for the time being may direct, for the benefit of our said tribe and their posterity.

IN TESTIMONY WHEREOF, we, the said undersigned Chiefs, together with the Principal Men or Warriors of our said tribe, have hereunto affixed our respective seals and totems in signification of our signatures and deliberate and voluntary act and deed; this second day of September, in the year of Our Lord one thousand eight hundred and fifty-one.

Read and explained in open Council at Owen Sound. Signed, sealed and delivered to Thomas G. Anderson, Superintendent in the Indian Department, on behalf of Her Majesty Queen Victoria and Her successors, in presence of us:

C. RANKINE, *D.P.S.*

JOHN FROST,

FRANCIS ASSIKINNEK, *Interpreter,*

DAVID SAWYER, *Interpreter.*

Certified,

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

JACOB METEGOB, (totem)	[L.S.]
ALX. MADWAYOSH, (totem)	[L.S.]
JOHN KEWAYUAHWON, (totem)	[L.S.]
JOHN MANEDOWOB, (totem)	[L.S.]
JOHN WAHSAGEYHIG, (totem)	[L.S.]
JOSEPH R. JAMES, (totem)	[L.S.]
JOHN T. WABBABDICK, (totem)	[L.S.]
JOHN JONES, (totem)	[L.S.]
THOS. WABBAHDICK, (totem)	[L.S.]
JOHN SNAKE, (totem)	[L.S.]
GEORGE RYERSON, (totem)	[L.S.]
GEO. AUTHUR TABEGUM, (totem)	[L.S.]

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 19th February, 1852.

I certify that the within Surrender has this day been entered upon the records of this office in Lib. C. S., Folio 47.

THOS. AMIOT,
Deputy Registrar.

ELGIN AND KINCARDINE.

To all whom these presents shall come :

George Vardon, of the City of Montreal, Esquire, Assistant Superintendent General of Indian Affairs; Thomas G. Anderson, of the City of Toronto, Esquire, and Joseph B. Clench, of the Town of London, Esquire, Visiting Superintendent of Indian Affairs, send greeting: Whereas, in and by certain Letters Patent under the Great Seal of the Province of Canada, and bearing date the twelfth day of January, in the year of Our Lord one thousand eight hundred and forty-seven, it is recited that the Chiefs, Warriors, women and children of the Six Nations residing in the District or Territory of Tyondinaga, in the District of Victoria, in the Province of Canada, had by deed poll under the hands and totems of certain Chiefs therein named and affixed thereto in testimony of the assent of the said Six Nations to the act of surrender thereby made, surrendered and yielded up to Her Majesty Queen Victoria, Her heirs and successors, the tract or parcel of land thereafter described, and by the said Letters Patent granted, trusting and confiding in Her said Majesty's royal will and pleasure to re-grant the same to the persons therein named as trustees for their use, in manner and subject to the trusts and for the ends, intents, and purposes, and with, under, and subject to the powers, provisoes, conditions, restrictions, limitations and declarations therein expressed, declared and contained, of and concerning the same: And whereas Her said Majesty, being willing and desirous to carry into effect the wishes and desires of the said Six Nations, did by the said Letters Patent, of Her special grace, certain knowledge and mere motion, give and grant unto them the said George Vardon, Thomas G. Anderson, and Joseph B. Clench, their heirs and assigns for ever, all that tract or parcel of land situate, lying and being in the Township of Tyondinaga, in the District of Victoria, and on the south-easterly side of the Salmon River, in the Province of Canada, being composed of parts of lots numbers five and six in the first concession south of the road in the said township, containing by admeasurement twenty-six acres and three roods of land, be the same more or less, including the several streets laid out or intended to be laid out thereon, for the purpose of forming a town plot, and which said tract or parcel of land is butted and bounded or may be otherwise known as follows, that is to say: Commencing in front of the said concession at the south-east angle of the said lot number six; then north sixteen degrees west thirteen chains, more or less, to land leased by the Mohawk Indians to George Auldjo, Esquire; then southerly seventy-four degrees west twenty chains fifty links, more or less, to the south-easterly side of the Salmon River; then south-westerly, following the south-easterly side of the said river down the stream to the allowance for road in front of the said concession; then north eighty-two degrees thirty minutes east twenty-nine chains seventy-five links, more or less, to the place of beginning; reserving, nevertheless, the allowance for road between the said lots numbers five and six, and free access to the shore of the said Salmon River for all vessels, boats and persons: To have and to hold the said tract or parcel of land thereby given and granted unto them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, their heirs and assigns, as joint tenants, and not as tenants in common, free and clear of and from all manner of rents, fines or services whatsoever to be rendered by them the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or their heirs, to Her said Majesty and Her successors, for the same and of and from all conditions, stipulations and agreements whatever, except as thereafter expressed and declared, but nevertheless upon the trusts and for the ends, intents and purposes therein expressed, declared and contained, of and concerning the same (that is to say), upon trust that they, the said George Vardon, Thomas G. Anderson and Joseph B. Clench, and the survivors and survivor of them and the heirs and assigns of such survivor should, upon the direction and with the assent of the Governor General or person for the time being administering the Government of the said Province of

Canada, to be testified by his signing his name or the initials of his name in the margin of every deed of conveyance to be made under or by virtue of the E. K. aforesaid deed or Letters Patent from time to time, when and as the same should be deemed expedient, make sale and absolutely dispose of the said tract or parcel of land thereby granted, with their appurtenances, in such lot or lots and upon such terms as to payment of the purchase money or purchase monies as should be considered most advantageous and likely to produce the most money for the same respectively, and either by public sale or auction or private contract, or partly by public sale or auction and partly by private contract, unto such person or persons as they or he should think fit, and for such price or prices as to them or him should seem reasonable, with liberty for them or him to consent to the abandonment or to any alteration in the terms and conditions of any contract or contracts which should be entered into for the sale of the said hereditaments and premises, without being answerable for any loss which might arise thereby; and that all monies to arise and be produced by the sale of the said hereditaments and premises, or any part or parts thereof, should be payable and paid when and as the same should respectively become due unto the said Superintendent General of Indian Affairs or other officer to be by the Governor General for the time being, as aforesaid, appointed in that behalf, whose receipt alone should be a good and sufficient discharge to the purchaser or purchasers of the said hereditaments and premises, or any part or parts thereof, or for so much of the said monies as in such receipt or receipts should be expressed or acknowledged to be or to have been received; and upon the production of the said receipt or receipts it should and might be lawful to and for the said George Vardon, Thomas G. Anderson and Joseph B. Clench, or the survivors or survivor of them, or the heirs or assigns of such survivor, to enter into, make and execute all such deeds, conveyances and assurances as to them or him should seem reasonable.

And whereas the system under which the lands set apart within this Province for the benefit of the various Indian tribes have been vested in trustees, as above described, has been found to be attended with inconvenience, and it has consequently been determined to require all lands so circumstanced to be re-invested in Her Majesty Queen Victoria, Her heirs and successors, with a view, nevertheless, to the more perfect accomplishment of the object of the original grants.

And whereas the Indian Department have requested the grantors herein named to convey to Her Majesty the parcel of land herein described and hereby intended to be conveyed, with the objects, nevertheless, and for the purposes hereinbefore stated, and the said trustees have consented thereto: Now these presents witness, that in consideration of the premises, and also in further consideration of the sum of five shillings of lawful money of the said Province to the said George Vardon, Thomas G. Anderson and Joseph B. Clench, on behalf of Her said Majesty in hand paid, the receipt whereof the said George Vardon, Thomas G. Anderson and Joseph B. Clench do and each of them doth hereby acknowledge, they the said George Vardon, Thomas G. Anderson and Joseph B. Clench have and each of them hath granted, conveyed, released, enfeoffed, surrendered and confirmed, and by these do and each of them doth grant, convey, release, enfeoff, surrender and confirm unto Her Majesty Queen Victoria, Her heirs and successors forever, all and singular those certain parcels or tracts of land and premises hereinbefore specially described. To have and to hold the said lands and premises, with all and every the appendages and appurtenances unto Her said Majesty Queen Victoria, Her heirs and successors, to the use of Her said Majesty, Her heirs and successors forever, in as full and ample manner to all intents and purposes as they the said George Vardon, Thomas G. Anderson and Joseph B. Clench can or may by law or otherwise grant, convey, release, enfeoff, surrender and confirm the same, together with the said Letters Patent, but with a sole view, nevertheless, to the benefit of the aforesaid Indians and for the purpose of disposing of the said lands more conveniently and carrying out the objects in the said Letters Patent hereinbefore recited more particularly stated and set forth.

IN WITNESS WHEREOF, we, the said George Vardon, Thomas G. Anderson and Joseph B. Clench have hereunto set our hand and seals at Toronto, this eighth day

of November, in the year of Our Lord one thousand eight hundred and fifty, and in the fourteenth year of Her Majesty's reign.

Signed, sealed and delivered in the presence of:

S. Y. CHESLEY,
WM. R. BARTLETT.

GEORGE VARDON,
T. G. ANDERSON, *S.I.A.*,
J. B. CLENCH, *S.I.A.*

[L.S.]
[L.S.]
[L.S.]

Signed, sealed and delivered by the within named George Vardon in the presence of:

D. C. NAPIER,
IGNACE GIASSON.

Received on the day of the date above mentioned, from and on the part of Her Majesty the Queen, the sum of five shillings of lawful money of the Province of Canada, being the full consideration money mentioned in the within deed of conveyance, to be paid on the part of Her said Majesty to us, for and on the part and behalf of the Six Nations residing on the District or Territory of Tyendinaga, in the District of Victoria, in the Province of Canada.

Witness hereto:

S. Y. CHESLEY,
WM. R. BARTLETT.

GEORGE VARDON,
T. G. ANDERSON, *S.I.A.*,
J. B. CLENCH, *S.I.A.*

[L.S.]
[L.S.]
[L.S.]

Witness to signature of said George Vardon:

D. C. NAPIER,
IGNACE GIASSON.

UPPER CANADA. }
To Wit: }

I certify that this is the identical deed poll produced before me, and referred to in an affidavit of the execution of the same, and of a memorial thereof made before me this day by S. Y. Chesley.

Witness my hand this 19th day of September, 1857.

P. M. VANKOUGHNET,
Commissioner, &c.

LOWER CANADA. }
To Wit: }

I certify that this is the identical deed poll produced before me, and referred to in an affidavit of the execution of the same, made before me this day by D. C. Napier.

Witness my hand this eighth day of November, 1851.

I. R. ROLLAND,
J.B.U.

COUNTY OF HASTINGS. }
To Wit: }

I hereby certify that a memorial of the within Indenture is, this 29th day of November, A.D. 1851, entered and registered in this office, at the hour of one o'clock, p.m., in Book A. for the Township of Tyendinaga, pages 220 and 221; memorial of township record, 206; general number, 2747.

E. H. BENJAMIN,
Dy. Reg'r., County of Hastings.

Recorded 16th December, 1851. Lib. C. S., Folio 41.

THOMAS AMIOT,
Dy. Reg'r. of the Province.

No. 68½.

To all to whom these presents shall come :

Reynold Rogers, of Tuscarora, in the Gore District and Province of Canada, yeoman; and Benjamin Rogers, of Townsend, in the Talbot District, in the Province of Canada, yeoman, send greeting :

Whereas the Indian Department in and for the Province of Canada have been in treaty with the said Reynold Rogers and Benjamin Rogers for the transfer and surrender to Her Majesty, Queen Victoria, in trust for the Six Nations Indians, of the mills, water privileges, buildings and improvements of the said Reynold Rogers and Benjamin Rogers, situated in the Townships of Townsend and Tuscarora, on and near to the line between the said townships, and also of their interest in the lands connected therewith, and on which the same are situate, being lots numbers twenty-two and twenty-one, and part of lot number twenty in the second concession of the Township of Townsend, in the District of Talbot, in said Province, and the south halves of lots numbers twenty-eight and twenty-nine, in the Township of Tuscarora, in the Gore District, in said Province, which transfer and surrender the said Reynold Rogers and Benjamin Rogers have agreed to make; and whereas a reference was made by and on behalf of the said Indian Department, and said Reynold Rogers and Benjamin Rogers, to John Jackson, Thomas Pierre and William Walker, to decide what amount should be paid to said Reynold Rogers and Benjamin Rogers for said transfer and surrender, and they have since decided and awarded that the sum of nine hundred and six pounds and ten shillings be paid and allowed for and in respect of the said lands and improvements in Townsend; and the further sum of four hundred and eighty-six pounds and ten shillings for and in respect of the said lands and improvements in Tuscarora aforesaid. And whereas the said Reynold Rogers and Benjamin Rogers have by deed bearing even date herewith already surrendered and yielded up to Her said Majesty, Her heirs and successors, in trust for the Six Nations Indians, all their right and title in said lots numbers twenty-one and twenty-two in said second concession of Townsend aforesaid, and the mills, buildings and improvements thereon, the consideration in which said last mentioned deed is stated to be eight hundred pounds, and which is hereby declared to be part and parcel of the said sum of nine hundred and six pounds and ten shillings awarded to be paid for the surrender of all the said lands and premises, with the improvements, in Townsend aforesaid.

NOW THESE PRESENTS WITNESS, that the said Reynold Rogers and Benjamin Rogers for and in consideration of the said sum of nine hundred and six pounds and ten shillings (and which said sum also embraces and includes the consideration for the said last mentioned surrender, as before stated), and in pursuance of the said agreement, which said sum of nine hundred and six pounds and ten shillings is now in hand paid to the said Reynold Rogers and Benjamin Rogers by and on behalf of Her said Majesty, and the receipt whereof they, the said Reynold Rogers and Benjamin Rogers, and each of them, do hereby acknowledge, have granted, bargained, sold, conveyed, released, enfeoffed, surrendered, yielded up and confirmed, and by these do and each of them doth grant, bargain, sell, convey, release, enfeoff, surrender, yield up and confirm unto Her said Majesty Queen Victoria, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Townsend, in the County of Norfolk, in the District of Talbot and Province of Canada, containing by estimation twelve acres of land, be the same more or less, being composed of a central part of the north half of lot number twenty in the second concession of the Township of Townsend aforesaid, which said parcel of land is bounded as follows, that is to say: Commencing where the easterly side of said lot would intersect the northerly edge of the waters of the mill pond upon said half lot, allowing the waters of said mill pond to be raised to the height of twelve feet above the natural level of the waters of Malcolm's Creek, below the mills now or lately owned or occupied by said Reynold Rogers and Benjamin Rogers; thence south fifteen degrees and forty minutes

east seven chains, or be the distance more or less, to the southerly edge of the waters of said mill pond, allowing the same to be raised to the height before mentioned; thence bounding on the southerly edge of the waters of said mill pond, allowing the same to be raised to the height before mentioned, the several windings and turnings thereof in a north-westerly direction, be the distance more or less, to the westerly side line of said lot; thence north fifteen degrees and forty minutes west, be the distance more or less, to the northerly edge of the waters of said mill pond, allowing said waters to be raised to the height before mentioned; and thence bounding on the northerly edge of the waters of said mill pond, allowing the same to be raised to the before mentioned height in a south-easterly direction, the various turnings thereof, be the distance more or less, to the place of beginning. Together with all houses, outhouses, waters, ways, water-courses, buildings and other improvements thereon, erected, lying and being, and all and singular the privileges and appurtenances thereunto belonging or appertaining, and all the estate, right, title, interest, claim, property and demand whatsoever of them the said Reynold Rogers and Benjamin Rogers, and each of them, of, in, to and out of the same. To have and to hold the same to Her said Majesty, Her heirs and successors forever, to Her and their use and benefit, but in trust nevertheless for the Six Nations Indians, and subject also to the reservations contained in the deed of conveyance of the said parcel or tract of land from one Matthias Woodley to them the said Reynold Rogers and Benjamin Rogers.

And these presents further witness, that the said Reynold Rogers and Benjamin Rogers, for and in consideration of the said sum of four hundred and eighty-six pounds and ten shillings to them in hand paid by and on behalf of Her said Majesty, the receipt whereof they and each of them do hereby acknowledge, have granted, bargained, sold, conveyed, released, surrendered, yielded up and confirmed, and by these presents do and each of them doth grant, bargain, sell, convey, release, surrender yield up and confirm unto Her said Majesty Queen Victoria, Her heirs and successors, forever all the right, title, interest, claim, property and demand whatsoever, both at law and in equity, of them and each of them, the said Reynold Rogers and Benjamin Rogers, of, in, to and out of all and singular those certain parcels or tracts of land and premises situate and being in the Township of Tuscarora, in the Gore District, in the Province aforesaid, being composed of the south halves of lots numbers twenty-eight and twenty-nine in the first concession of the said Township of Tuscarora; and also of, in, to and out of all and singular all ponds, reservoirs, dams, woods, ways, waters and watercourses, and all clearings, mills, houses, outhouses and other buildings, and all other improvements whatsoever thereon erected, lying and being, and all privileges and appurtenances, thereunto belonging or appertaining, and the rents, issues and profits thereof. To have and to hold the same to said Her Majesty Queen Victoria, Her heirs and successors forever, to Her and their sole use forever, but in trust nevertheless for the Six Nations Indians.

And whereas some of the mills, dams, buildings and other the premises and improvements intended to be surrendered and yielded up, and for which the said sums of money above specified are paid, may be situated in part upon the town line allowance for road or common between the said Townships of Townsend and Tuscarora, but it was and is nevertheless understood and agreed that they are to be included in this assignment and surrender. Now these presents further witness, that the said Reynold Rogers and Benjamin Rogers, for and in consideration of the said sums of money above specified, and of the further sum of five shillings to them in hand paid by and on behalf of Her said Majesty, and the receipt whereof they and each of them do hereby acknowledge, have granted, bargained, sold, conveyed, released, surrendered, yielded up and confirmed, and by these presents do and each of them doth grant, bargain, sell, convey, release, surrender, yield up and confirm unto Her said Majesty, Her heirs and successors, all the right, title, interest, claim, property and demand whatsoever, both at law and in equity, of them the said Reynold Rogers and Benjamin Rogers, and each of them, of, in, to and out of all and singular the said town line allowance for road common,

a parcel of land lying and being between the said Townships of Townsend and Tuscarora, and also of, in, to and out of all and singular all ponds, reservoirs, dams, woods, ways, waters and watercourses, and all clearings, mills, houses, outhouses and all other buildings and improvements whatsoever thereon erected, lying or being, and all privileges and appurtenances thereunto belonging or appertaining, and the rents, issues and profits thereof. To have and to hold the same to Her said Majesty Queen Victoria, Her heirs and successors, to Her and their sole use forever, but in trust nevertheless for the said Six Nations Indians. And the said Reynold Rogers and Benjamin Rogers do hereby, for the consideration aforesaid, and in consideration of the further sum of five shillings to them in hand paid by and on behalf of Her said Majesty, the receipt whereof is hereby acknowledged, assign, transfer and set over to Her said Majesty Queen Victoria, Her heirs and successors forever, in trust as aforesaid; all the rights, privileges and powers of raising the water in the stream or creek, streams or creeks, supplying the said mills, and of overflowing lands adjacent thereto in the said Townships of Townsend and Tuscarora, which they, the said Reynold Rogers and Benjamin Rogers, or either of them, now have or possess, and in as full and ample a manner as they or either of them now lawfully or rightfully may or might or could exercise or enjoy the same.

And the said Reynold Rogers and Benjamin Rogers do hereby, for themselves and their heirs executors and administrators, covenant and agree to and with Her said Majesty, Her heirs and successors, in manner following, that is to say; that for and notwithstanding any act, deed, matter or thing by them or their ancestors made done or committed, or knowingly suffered to be done or committed, they are now seized in fee simple of the said parcel or tract of land in Townsend hereinbefore mentioned and described, as containing twelve acres more or less, and have good right and lawful authority to convey and surrender the same as aforesaid, subject however to the reservations hereinbefore mentioned and referred to, and also that they have not nor hath either of them at any time heretofore done or committed or knowingly suffered to be done or committed any act, deed, matter or thing whereby or by means or reason whereof any right, title, interest, claim, privilege, property or demand whatsoever, either at law or in equity, which they or either of them at any time heretofore had, held, possessed or enjoyed, off, in, to or out of the said parcel of land in Townsend last mentioned, or the said south halves of lots numbers twenty-eight and twenty-nine in the first concession of Tuscarora aforesaid, or of, in, to, or out of the said town line allowance for road common or parcel of land between said townships and hereinbefore mentioned, or either of them, or any part thereof, or of, in, to or out of any ponds, reservoirs, dams, woods, ways, waters, water courses, clearings, mills, houses or other buildings or improvements whatsoever now thereon erected or being, or any privileges or appurtenances thereunto belonging or appertaining, hath been or at any time hereafter may or can be sold, assigned, transferred, charged, changed, incumbered or defeated. And also, that they, the said Reynold Rogers and Benjamin Rogers, and each of them, and all persons and tenants holding of, from, by or under them, or either of them, shall and will at and immediately after the execution of these presents quietly yield and surrender up possession to Her said Majesty, Her heirs or successors, or to Her or their authorized agent in this behalf, of all and singular the said parcels or tracts of land and premises and each and every of them hereinbefore mentioned, and of all ponds, reservoirs, dams, woods, ways, waters, watercourses, clearings, mills, houses, outhouses and other buildings and improvements whatsoever, erected, situate, or being thereon, and all privileges and appurtenances thereunto belonging or appertaining in their or any of their custody, holding or possession. And lastly, that they the said Reynold Rogers and Benjamin Rogers, and each of them, and all persons claiming under them or either of them, shall and will at the reasonable request and at the proper cost and charges of Her Majesty's Attorney General, or the Attorney General for the time being for Upper Canada, make, do and execute all further acts, deeds, conveyances and assurances in the law whatsoever for the further, better and more perfect assigning, surrendering and yielding up and conveying to Her said Majesty, Her heirs and successors, of the

said lands and other the premises, mills and improvements hereby assigned, surrendered and yielded up, according to the true intent of these presents, as by the said Attorney General for the time being shall be reasonably advised or required.

IN WITNESS WHEREOF, the said Reynold Rogers and Benjamin Rogers have hereunto set their hands and seals the tenth day of August, in the year of Our Lord one thousand eight hundred and forty-nine.

Signed, sealed and delivered in }
presence of }
JOHN JACKSON,
JOHN CARLOUGH.

REYNOLD ROGERS, [L.S.]
BENJAMIN ROGERS. [L.S.]

Received on the day and year within mentioned the sum of nine hundred and six pounds and ten shillings, and the sum of four hundred and eighty-six pounds and ten shillings, being the respective sums within mentioned to be paid by and on behalf of Her Majesty Queen Victoria to us; also the two within mentioned sums of five shillings each, also stated within as paid to us.

Witness present:

JOHN JACKSON,
JOHN CARLOUGH.

REYNOLD ROGERS,
BENJAMIN ROGERS.

UNITED COUNTIES OF
WENTWORTH AND HALTON, }
To Wit:

John Jackson, Esqr., maketh oath and saith that he was personally present on the day mentioned in the prefixed deed of surrender, being the tenth day of August, one thousand eight hundred and forty-nine, and did see therein named Reynold Rogers and Benjamin Rogers sign seal and duly execute the same, and to which instrument deponent is a subscribing witness, and was executed at Tuscarora the day it bears date.

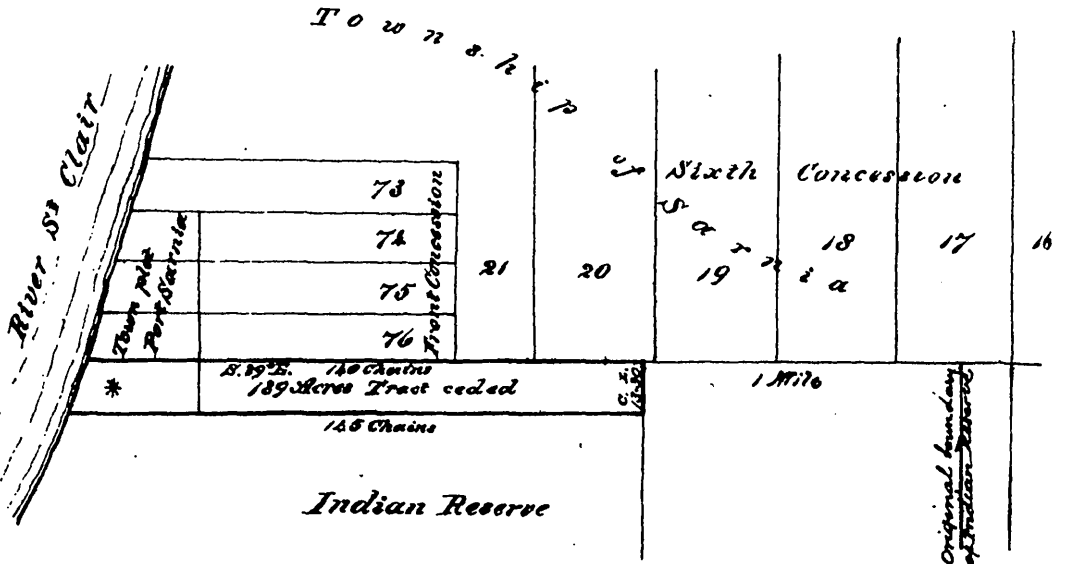
JOHN JACKSON.

Sworn before me at New Port, in the }
Township of Brantford, this 13th }
day of November, 1850. }

DAVID THORBURN, J.P.

No. 68½

KNOW ALL MEN BY THESE PRESENTS, that we, Joshua Wawanosh, David Wawanosh, Chiefs, and Henry P. Chase, Interpreter, to and for the Chippewa Tribe of Indians residing at Port Sarnia, in Western Canada, being duly authorized by the Chiefs in full Council assembled to proceed to Quebec as a deputation for the purpose of entering into an agreement with the Government for the surrender of a portion of their reserved lands adjoining the said town to Her Majesty the Queen, to be sold for their benefit, do hereby in the name and behalf of the said tribe and nation of Indians, as well as in our own behalf and that of our posterity, remise, release, convey, surrender and forever quit claim unto Her Majesty Queen Victoria, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being at the north-west extremity of their reserve, on the River St. Clair, adjoining the said town plot of Port Sarnia, being composed of the two lots now in the occupation of the Chiefs Salt and David Wawanosh, and being butted and bounded as follows viz. on the west by the River St. Clair, on the north by the present town plot of Port Sarnia, on the east by a line produced by a continuation of the rear or easterly boundary of the present town plot of Sarnia, and on the south by the possessions of Joshua Wawanosh, containing about eighty acres of land, be the same more or less. To have and to hold the same, with all and singu-



Scale of Chains



* Required for Town 40 Acres.

Sketch of the Tract of Land ceded by the Indians

Signed of the St Clair Reserve on the 25th day of August 1852.

J. P. Church
Supt. Conf. I. A.

Signed, *Alexandre Vidale*
Prov. Land Surveyor.



lar its appurtenances, unto Her said Majesty, Her heirs and assigns forever, for the purpose of being laid out into town lots and sold to the best advantage for the benefit of the said Chippewa Indians and their posterity.

IN TESTIMONY WHEREOF, the parties hereinbefore named, on their own behalf and that of the tribe they represent, have hereunto affixed their totems and seals at the office of the Indian Department at Quebec, this 28th day of July, 1852.

Read, explained, signed, sealed and } delivered in the presence of }	JOSHUA WAWANOSH, (totem). [L.S.] DAVID WAWANOSH, (totem). [L.S.] HENRY P. CHASE, I.I.D. [L.S.]
S. Y. CHESLEY, MICHAEL TURNOR.	

No. 69.

KNOW ALL MEN BY THESE PRESENTS, that we, the Chiefs, Joshua Waywanosh, James Meshebeshance, Andrew Negeshick, Johnson Wappegase, William Pommosang, David Waywanosh and Peter Salt, on their own behalf and for and with the consent of the Warriors whom they represent, being the Chippewas of the Upper Reserve on the River St. Clair, in the County of Lambton, Canada West, now in full Council assembled, for and in consideration of the advantages, benefits and anticipated profits to arise from the sale of a portion of their reserved land, as hereinafter expressed, do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, that piece, parcel or tract of land and premises, being a portion of our reserve in the Township of Sarnia, in the County of Lambton and Province of Canada, adjoining the town of Port Sarnia, containing by admeasurement one hundred and eighty-nine acres, be the same more or less, and which may be otherwise known as follows: Commencing at the north-west corner of the said reserve, at the intersection of its northern boundary (as laid down on the diagram hereunto annexed) with the water's edge of the River St. Clair and adjoining lot number seventy-six in the front concession of the said Township of Sarnia; thence south eighty-nine degrees east along the said northern boundary of the reserve one hundred and forty chains, more or less, to the present eastern boundary of the reserve; thence south one degree west along the said eastern boundary thirteen chains and thirty two links; thence paralld to the northern boundary north eighty-nine degrees west one hundred and forty-five chains, more or less, to the River St. Clair; thence northward along the River St. Clair to the place of beginning, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To have and to hold the said piece or parcel of land as hereinbefore described unto Her said Most Gracious Majesty, Her heirs and successors forever, to the intent and purpose that the said land be laid out into town and park lots and sold to the best advantage for the benefit of the said Chippewa Indians and their posterity, in such manner and form as Her said Majesty, Her heirs and successors, shall be graciously pleased to order and direct.

IN TESTIMONY WHEREOF, the parties hereinbefore named, on their own behalf and that of the tribe which they represent, have hereunto affixed their names and seals at Port Sarnia, Canada West, the twenty-fifth day of August, in the year of Our Lord one thousand eight hundred and fifty-two, and sixteenth year of Her Majesty's reign.

Signed, sealed and delivered in the presence of (being first read and explained):	J. B. CLENCH, <i>Supt. and Comr. Indian Affairs.</i>	JOSHUA (totem) WAWANOSH, <i>Head Chief.</i> [L.S.]
	H. P. CHASE, I.I.D.	JAMES (totem) MISHEBISHEE, <i>Chief.</i> [L.S.]
	W. D. PALEY, <i>Sheriff.</i>	JOHNSTON (totem) WAPUGASS, <i>Chief.</i> [L.S.]
		WILLIAM (totem) POMOSSONG, <i>Chief.</i> [L.S.]

DAVID WAWANOSH, *Chief.* [L.S.]
 his
 PETER (totem) SALT, *Chief.* [L.S.]
 mark.
 his
 ANDREW (totem) NAGISHIZK, *Chief.* [L.S.]
 mark.

UNITED COUNTIES OF }
 ESSEX AND HAMILTON. }

Henry P. Chase, of Port Sarnia, in the united counties aforesaid, Interpreter, maketh oath and saith that he is a subscribing witness to the preceding deed of surrender, and that the same was duly signed, sealed and delivered in his presence.

H. P. CHASE, *I.T.D.*

Sworn before me at Port Sarnia }
 the 25th day of August, 1882. }
 ARCH. YOUNG, *J.P.*

EXTRACT from a report of a Committee of the Honorable the Executive Council on Land Applications, dated 6th September, 1852, approved by His Excellency the Governor General in Council on the same day.

On the letter, dated 1st instant, of the Superintendent General of Indians Affairs, transmitting a deed of surrender from the Chippewa Indians of Port Sarnia to Her Majesty the Queen of a portion of their reserve adjoining the town plot, for the purpose of the trust being accepted, and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registry.

The Committee recommend that the surrender be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registry.

Certified.

WM. H. LEE,
Actg. C. E. C.

To the Honorable
 The Provincial Registrar,
 &c., &c., &c.

Recorded 21st September, 1852, in Lib. C.S., Folio 62.

THOS. AMIOT,
Deputy Registrar.

No. 70.

THIS INDENTURE, made the third day of December, in the year of Our Lord one thousand eight hundred and fifty-two, between Joseph Augustus Woodruff, of the Town of Niagara, in the County of Lincoln and Province of Canada, Esquire, and Julia, his wife, of the first part; Warren Claus, of the same place, Esquire, of the second part; Catherine Ann Margaret Lyons, of the same town, widow, of the third part; Walter Hamilton Dickson, of the same town, Esquire, and Augusta Maria, his wife, of the fourth part; William Stewart, of the Township of Oneida, in the County of Haldimand and Province aforesaid, gentleman, and Catherine Claus, his wife, of the fifth part; John Bernard Geale, of the said Town of Niagara, a Lieutenant in the Regiment of the Royal Canadian Rifles, and Caroline, his wife, of the sixth part; and Her Most Gracious Majesty Queen Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the seventh part.

Whereas the Honorable William Claus, sometime since of the Town of Niagara, aforesaid, Esquire, deceased, was, in his lifetime, and at the time of his decease, seized to him and his heirs in fee simple in possession of and in the tracts or par-

cels of land, and hereditaments firstly and secondly hereinafter described, and hereby surrendered and released or intended to be, and being so seized, he departed this life on or about the eleventh day of November, in the year of Our Lord one thousand eight hundred and twenty six, leaving John Johnson Claus, of Niagara, aforesaid, Esquire, his eldest son and heir-at-law. And whereas the said William Claus, at and previous to his decease, held the office of Deputy Superintendent of Indian Affairs, and was also trustee of the Six Nations Indians, and the said John Johnson Claus, after his decease, succeeded to the said office of his said father as trustee, and the said William Claus in the capacity of Deputy Superintendent or trustee, and the said John Johnson Claus in the capacity of trustee as it is alleged, severally became indebted to His Majesty King George the Fourth in right of His Crown as trustee on behalf of the Six Nations Indians in large sums of money, and the said John Johnson Claus being desirous to satisfy and discharge the said debt, the said John Johnson Claus and Catherine Claus, deceased, the mother of the said John Johnson Claus, and widow of the said William Claus, agreed and determined to convey and assure unto certain trustees on behalf of the said Six Nations Indians, not only the tracts or parcels of land and hereditaments firstly hereinafter described and hereby surrendered and released, or intended so to be, with their appurtenances, but also certain other lands and hereditaments, secondly and thirdly hereinafter described and hereby surrendered and released, or intended so to be, situate in the Township of East Hawkesbury, in the County of Prescott, respectively, belonging to the said Catherine Claus, and as it was then supposed and believed to him the said John Johnson Claus as such heir-at-law as aforesaid.

And whereas, in pursuance and part performance of the said determination and in order to carry the same into effect, by a certain indenture of bargain and sale, bearing date on or about the sixth day of June, in the year of Our Lord one thousand eight hundred and thirty-one, and made or expressed to be made between the said John Johnson Claus therein described as eldest surviving son and heir-at-law of the said William Claus of the one part, and the Honorable James Baby, since deceased, the Honorable John Henry Dunn and the Honorable George Herchmer Markland therein respectively described, of the other part it is witnessed, that the said John Johnson Claus, for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all that parcel or tract of land and hereditaments situate, lying and being in the Township of Innisfil, in the County of Simcoe, containing by admeasurement nine hundred acres, more or less, being the lands and hereditaments therein and firstly hereinafter described, and hereby surrendered and released, or intended so to be, with their and every of their appurtenances, to hold the said parcel or tract of land, with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns.

And whereas, in pursuance and further performance of the said determination, and in order to carry the same into effect by a certain other indenture of bargain and sale, also bearing date on or about the said sixth day of June, in the said year one thousand eight hundred and thirty-one, and made or expressed to be made between the said John Johnson Claus therein also described as eldest son and heir-at-law of the said William Claus, as aforesaid, of the one part, and the said James Baby, John Henry Dunn and George Herchmer Markland of the other part, it is witnessed that the said John Johnson Claus for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, all that the parcel of land and hereditaments situate, lying and being in the Township of Hawkesbury (Eastern Division), in the County of Prescott, in the then Ottawa District, containing by admeasurement two thousand and eight hundred acres of land, being the lands and hereditaments therein and secondly hereinafter described, and hereby released or intended so to be, with their and every of their appurtenances,

to hold the same parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, and their executors, administrators and assigns.

And whereas, in pursuance and further performance of the said determination, and in order to carry the same into effect by a certain other indenture of bargain and sale bearing date on or about the sixth day of June, in the said year one thousand eight hundred and thirty-one, and made or expressed to be made between the said Catherine Claus therein described as the widow of the said William Claus of the one part, and the said James Baby, John Henry Dunn and George Herchmer Markland of the other part, it is witnessed that the said Catherine Claus, for the nominal consideration therein mentioned, did grant, bargain, sell, alien, release and convey unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators, and assigns, all that parcel or tract of land and hereditaments situate, lying and being in the Township of Hawkesbury (Eastern Division), containing by admeasurement twelve hundred acres of land, more or less, being the land therein and thirdly hereinafter described and hereby surrendered and released, or intended so to be, with their and every of their appurtenances, to hold the said parcel or tract of land with all and singular the hereditaments and appurtenances thereto belonging unto the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, and in each of the said three several hereinbefore in part recited indentures was contained a declaration by the said James Baby, John Henry Dunn and George Herchmer Markland, that the said lands and hereditaments therein respectively comprised were respectively conveyed to them in trust, for the sole use, benefit and behoof of the Six Nations Indians, settled by the authority of His then late Majesty King George the Third upon the Ouse or Grand River, in the said then Province of Upper Canada, and their posterity forever.

And that all sums of money and the interest arising from the absolute sale or disposal of the said parcels or tracts of land in the same indentures respectively described, or of any part thereof respectively, or from the rents or profits of the same respectively, or any part thereof respectively, which should come into the hands of them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of any sale, lease or demise of the said respective parcels or tracts of land made by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators or assigns, under and by virtue of the said several indentures, should be and the same were thereby respectively declared to be by them the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, held in trust as aforesaid to and for the sole use and benefit of the said Six Nations Indians, and their posterity forever.

And whereas by a certain other indenture bearing date on or about the third day of June, in the year of Our Lord one thousand eight hundred and forty-four, and made or expressed to be made between the said John Henry Dunn and George Herchmer Markland of the first part, and Her said Majesty Queen Victoria of the second part, after reciting the said three several hereinbefore in part recited indentures as or to the purport and effect hereinbefore recited, and reciting the death of the said James Baby, and that it was expedient that the said estate should be vested in the Crown for the more convenient administration of the trusts in the thereinbefore mentioned indentures declared, it is witnessed that the said John Henry Dunn and George Herchmer Markland, for the nominal consideration therein mentioned, did grant, surrender, yield up, release and convey unto Her said Most Excellent Majesty Queen Victoria, and to Her heirs and successors, all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, which they, the said John Henry Dunn and George Herchmer Markland, then had by virtue of the said several hereinbefore in part recited indentures of bargain and sale, of, in, to and out of the said lands and hereditaments in the said several hereinbefore in part recited indentures, and firstly, secondly, and thirdly hereinafter described and

hereby released and surrendered or intended so to be, with their and every of their appurtenances, to hold the same with their appurtenances unto Her said Majesty Queen Victoria, Her heirs and successors forever, in trust nevertheless for the sole use, benefit and behoof of the Indians known as the Six Nations Indians settled upon the Ouse or Grand River aforesaid, and their posterity forever, and to apply the monies arising from the sale or demise of the said parcels of land or any part thereof, or the rents, issues and profits of the same, or any part thereof, to the sole and only use, benefit and behoof of the said Six Nations Indians settled upon the Ouse or Grand River, and their posterity forever.

And whereas by a certain deed poll or instrument in writing bearing date on or about the third day of August, one thousand eight hundred and twenty-six, under the hands and seals of divers of the Sachems and chief warriors of the Six Nations Indians inhabiting the lands situate on the Grand or River Ouse, in the County of Haldimand, in the then Province of Upper Canada, after reciting that His then late Majesty King George the Third did, by a certain instrument bearing date the twenty-fifth day of October, in the year one thousand seven hundred and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto them the said Sachems and chief warriors of the said Six Nations Indians on the banks of the said river running into Lake Erie six miles deep each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river; and that the said William Claus had been for the then last thirty years their trustee, and had during all that time conducted and managed their affairs with great advantage to their interests, and made profitably available their money without any compensation from them, and that they, the said Sachems and chief warriors, willing to attribute such disinterested conduct to feelings which had characterized his ancestors, Sir William Johnson, and Sir John Johnson, towards their nations, besides his father, who served with them during the whole of the French war as well as that of the Rebellion, and who together with himself had resided with and amongst them, and guarded their interests with parental solicitude, wherefore they, the said Sachems and chief warriors had that day in a general council of their nations taken into consideration the long, arduous and faithful services of their said trustee, and to pay and satisfy his just claims upon them and as the most convenient to themselves, and in manifestation of their esteem and gratitude for the services of him and his ancestors, who had always shown themselves their steady friends and best advisers, unanimously determined to surrender to His then Majesty King George the Fourth to and for the use of the said William Claus, his heirs and assigns for ever, the tracts and country therein described in order that the same might be confirmed to the said William Claus, his heirs and assigns, by Letters Patent under the Great Seal of the said Province.

It is witnessed, that for the said several good causes and weighty considerations of claim of the said William Claus upon them, they, the said Sachems and chief warriors did surrender, relinquish and yield unto His said Majesty, His heirs and successors, all that tract or parcel of land situate, lying and being on the south side of the river, and within the limits of their said in part recited grant in the County of Haldimand, in the then District of Niagara, and Province of Upper Canada, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, being the lands and hereditaments therein and fourthly hereinafter described and hereby surrendered and released, or intended so to be, with their appurtenances, for the express purpose and to the intent that the same and every part thereof might be confirmed by Letters Patent from His then Majesty to the said William Claus, his heirs and assigns for ever.

And whereas, some time after the decease of the said William Claus, and subsequently to the execution of the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June, one thousand eight hundred and thirty-one, and, the sixth day of June, one thousand eight hundred and thirty-one, it was found and discovered by the said trustees on behalf of the said Six Nations Indians that he had duly made and published his

last will and testament, in writing, duly executed and attested for the devise of lands of inheritance, and bearing date on or about the thirteenth day of July, in the year one thousand eight hundred and twenty-six, and after certain devises and bequests therein contained, not affecting the lands and hereditaments hereinafter described and hereby surrendered and released or intended so to be, and amongst other devises, the devise of certain lots of land to his grandchildren, Catherine Claus Geale, now the said Catherine Claus Stewart, Augusta Maria Geale, now the said Augusta Maria Dickson, Julia Marianne Geale, since deceased, and the said John Bernard Geale, had thereby given and devised all the rest and residue of his real as well as personal estate, which he might die seized of or possessed of in reversion, remainder or contingency unto his wife, Catherine, in trust to sell or dispose of all or any part or parcel thereof for the payment of his debts, and to use and enjoy in such a manner as in her prudence and discretion would be most conducive to her own comfort and that of her children and grandchildren during the term of her natural life, and at her decease the said testator willed, devised and bequeathed all or any such real or personal property as might remain undisposed of to each of his sons, the said John Johnson Claus and Warren Claus, and each of his daughters, Catherine Ann Margaret Geale (now the said Catherine Ann Margaret Lyons), and Julia Caroline, and their respective heirs and assigns, to be equally divided among them, share and share alike, and to take the same as tenants in common; and in the event of his wife surviving his said daughter Catherine, or if the said Warren Claus or Julia Caroline Claus, or either of them, should die before their mother, unmarried and without issue, then the said testator willed and devised such portion of his real or personal estate as all or either of his said children would have been entitled to under his said will unto his grandchildren, the son and daughter of his said daughter Catherine Geale in his said will named, or such as might be living at the decease of his wife, to take and hold the same to them and their respective heirs and assigns as tenants in common.

And whereas the said William Claus, by a codicil to his said will duly executed and attested as aforesaid, and bearing date on or about the ninth day of September in the said year one thousand eight hundred and twenty-six, after reciting therein that the said Principal Chiefs of the Six Nations Indians residing upon the lands appropriated to their use upon the Grand River, in the County of Haldimand, had by a solemn act in their council resolved to grant to him and his heirs and assigns fifteen thousand acres of land, being part of the land so reserved to their use, and had by their deed executed in the usual form granted the same to him, the said testator, by yielding and surrendering up the same to His then Majesty for the purpose of being regranted to him, the said testator, by His then Majesty, under the Great Seal of the Province in fee simple, he, the said testator, did thereby give and devise the said parcel or tract of land to the same persons, his beloved wife and children, to whom he had devised all the rest and residue of his real estate in his will, and thereunto annexed for the same uses and purposes and limitations to them, their heirs and assigns, as therein mentioned, as tenants in common.

And whereas the said testator departed this life on or about the eleventh day of November, in the year one thousand eight hundred and twenty-six, without having altered or revoked his said will, save as appears by the said codicil and without having altered or revoked the said codicil; and whereas the said Julia Caroline Claus departed this life on or about the eleventh day of February, in the year one thousand eight hundred and twenty-seven, unmarried and without issue, leaving the said Catherine Claus, her mother, her surviving; and the said Julia Marianne Geale departed this life on or about the sixteenth day of March, one thousand eight hundred and thirty-six, unmarried, and also leaving the said Catherine Claus, her grandmother, her surviving; and whereas the said Catherine Claus duly made and published her last will and testament in writing duly executed and attested for the devise of lands of inheritance, and bearing date on or about the seventh day of April, in the year one thousand eight hundred and forty and did thereby will and devise unto her son, the said Warren Claus, his heirs and assigns for ever, as well all that

landed estate of which she might die seized or possessed of in the then Province of Lower Canada, therein particularly mentioned, as all other the landed estate of which she might die seized or possessed of, in reversion, remainder or contingency, and all other the personal property or estate in the then Province of Upper or Lower Canada, the said testatrix willed, devised and bequeathed unto her son, the said Warren Claus, to him, his heirs and assigns for ever, except such personal estate as was hereinafter more particularly described; and whereas the said testatrix departed this life on or about the first day of September, in the year one thousand eight hundred and forty; and whereas no grant of the said lands and hereditaments comprised in the said hereinbefore in part recited deed poll or instrument in writing was ever made by His late Majesty King George the Fourth, or by His Royal Successor King William the Fourth, nor hath any such been made by Her present Majesty, either to the said William Claus or to any of the persons parties hereto claiming under the said hereinbefore in part recited will and codicil of the said William Claus; and whereas under or by virtue of the said hereinbefore in part recited will and codicil of the said William Claus and the said hereinbefore in part recited will of the said Catherine Claus and in consequence of the respective limitations in the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June, one thousand eight hundred and thirty-one, and the sixth day of June, one thousand eight hundred and thirty-one, of the said lands therein respectively comprised having been severally to the use of the said James Baby, John Henry Dunn and George Herchmer Markland, their executors, administrators and assigns, instead of to the use of them, their heirs and assigns; it is apprehended not only that the said John Johnson Claus had no further or other right or interest in the said hereditaments firstly and secondly hereinafter described and hereby surrendered or intended so to be than in one undivided fourth part thereof, but that under the several limitations aforesaid a life estate only as to the same hereditaments, and the said hereditaments thirdly, hereinafter described and hereby surrendered or intended so to be became vested in the said James Baby, John Henry Dunn and George Herchmer Markland and consequently that the estate and interest of Her Majesty, in the same hereditaments respectively under and by virtue of the said hereinbefore in part recited indenture of surrender and release of the third day of June, one thousand eight hundred and forty-four, became defective and curtailed to an estate therein for the lives of the said John Henry Dunn and George Herchmer Markland as such surviving trustees as aforesaid and the life of the survivor of them.

And whereas the said Catherine Ann Margaret Geale, prior to the decease of the said testator, became a widow, and she afterwards intermarried with, and became the wife of John Lyons, who also departed this life, leaving the said Catherine Ann Margaret Lyons, his widow him surviving, and the daughters of the said Catherine Ann Margaret Lyons, that is to say, the said Augusta Maria, the wife of the said Walter Hamilton Dickson, and Catherine Claus, the wife of the said William Stewart, after the decease of the said testator respectively intermarried with the said Walter Hamilton Dickson and William Stewart.

And whereas the said Warren Claus and Catherine Ann Margaret Lyons having severally claimed to be entitled to two undivided fourth parts, and the said William Stewart and Catherine his wife, and John Bernard Geale having severally claimed with the said Walter Hamilton Dickson and Augusta Maria, his wife, to be entitled to one other undivided fourth part of the said lands and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or intended so to be, agreed and determined to convey their respective rights and interests therein unto the said Walter Hamilton Dickson and Augusta Maria, his wife, and the said Walter Hamilton Dickson, respectively, in order to enable them more conveniently and at less expense to litigate their claims in respect of the same, and it was agreed that the said Walter Hamilton Dickson and Augusta Maria his wife and Walter Hamilton Dickson, should respectively stand seized and possessed of the said lands in trust for the said parties respectively and for their respective heirs and assigns,

and accordingly by two several indentures, one thereof bearing date on or about the eighth day of May, in the year one thousand eight hundred and fifty-one, and made or expressed to be made between the said William Stewart and Catherine Claus, his wife, of the first part, and the said Walter Hamilton Dickson and Augusta Maria, his wife, of the second part, and the other thereof bearing date on or about the seventh day of May in the same year, and made or expressed to be made between the said Catherine Ann Margaret Lyons and John Bernard Geale, of the first part, and the said Walter Hamilton Dickson and Augusta Maria his wife of the second part, the tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby released or surrendered or intended so to be, with their appurtenances, were duly conveyed and assured unto and to the use of the said Walter Hamilton Dickson and Augusta Maria his wife, their heirs and assigns, and under and by virtue of a certain deed poll under the hand and seal of the said Warren Claus, and bearing date on or about the sixth day of December, in the year of Our Lord, one thousand eight hundred and forty-seven, the right and interest of the said Warren Claus of and in the tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released, or intended so to be, became vested in the said Walter Hamilton Dickson; his heirs and assigns, and whereas some time in or about the month of May, in the year of Our Lord one thousand eight hundred and fifty-one, the said Walter Hamilton Dickson and Augusta Maria, his wife, commenced several actions at law in Her Majesty's Court of Queen's Bench at Toronto against the parties in possession of the said tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or intended so to be, in order to recover possession of the same respectively, the particulars of which said actions are set forth in the schedule hereunder written or hereunto annexed, and in one of the said actions entitled John Doe, on the demise of the said Walter Hamilton Dickson and Augusta Maria his wife, against Henry Grosé, judgment was recovered for three fourth parts of lot number twenty one in the fourth concession of the said Township of Innisfil, but no judgment hath hitherto been entered in any other of the said actions,

And whereas by a certain indenture bearing date on or about the twenty-third day of March now last past, and made or expressed to be made between the said John Johnson Claus, by the name of John Claus, and the said Joseph Augustus Woodruff, for the considerations therein mentioned, the estate and interest of the said John Johnson Claus of and in the said lands and hereditaments firstly, secondly and fourthly hereinafter described and hereby surrendered and released or intended so to be became absolutely vested in the said Joseph Augustus Woodruff, his heirs and assigns; and whereas, in order to put an end to all future litigation as well in respect of the said tracts or parcels of land and hereditaments firstly and secondly hereinafter described and hereby surrendered and released or otherwise assured or intended so to be as in respect of the lands and hereditaments in the same township late belonging to the said Catherine, the wife of the said William Claus, being the lands and hereditaments thirdly hereinafter described and hereby surrendered and released or intended so to be, and also as to the said tract of land, containing fifteen thousand three hundred and sixty acres of land, or thereabouts, mentioned and comprised in the hereinbefore in part recited deed poll or instrument in writing, bearing date the third day of August, in the year of Our Lord one thousand eight hundred and twenty six, being the lands and hereditaments fourthly hereinafter described and hereby surrendered and released, or otherwise assured or intended so to be, as also to correct the limitation in the said several hereinbefore in part recited indentures of the sixth day of June, one thousand eight hundred and thirty-one, the sixth day of June, one thousand eight hundred and thirty-one, and the sixth day of June, one thousand eight hundred and thirty-one, it has been agreed on behalf of Her Majesty, and by and between the said Joseph Augustus Woodruff, Warren Claus and Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale, that they should

severally execute the surrender and release, and also the remise and release hereinafter contained, in consideration whereof it was agreed that the said several sums of money hereinafter mentioned, amounting in the whole to the sum of five thousand pounds, should be paid to them by or on behalf of Her Majesty; and it was also agreed that the said Walter Hamilton Dickson should enter satisfaction on the said judgment so obtained in the said action of ejectment, and discontinue the said other actions so commenced as aforesaid, upon the terms hereinafter mentioned, and should enter into the covenant hereinafter contained with respect to the same. And whereas in pursuance and performance of the said agreement on behalf of Her Majesty there hath this day been paid by the Honorable Robert Bruce, Her Majesty's Superintendent General of Indian Affairs in the said Province of Canada, to the said Joseph Augustus Woodruff (by and with the privity, consent and approbation of the said several other persons, granting parties hereto, testified by their severally executing these presents) the sum of one thousand two hundred and fifty pounds of lawful money of Canada in satisfaction of the share of the said Joseph Augustus Woodruff in the said sum of five thousand pounds, the consideration money aforesaid, as he, the said Joseph Augustus Woodruff, doth hereby admit and acknowledge; and there hath also in like manner, and by and with the like privity, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Warren Claus the like sum of one thousand two hundred and fifty pounds of like lawful money aforesaid in satisfaction of the share of the said Warren Claus in the said sum of five thousand pounds, the consideration money aforesaid, as he the said Warren Claus doth hereby admit and acknowledge; and there hath also, in like manner and by and with the like privity, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Catherine Ann Margaret Lyons, the like sum of one thousand two hundred and fifty pounds of like lawful money aforesaid, in satisfaction of the share of the said Catherine Ann Margaret Lyons in the said sum of five thousand pounds, the consideration money aforesaid, as she the said Catherine Ann Margaret Lyons doth hereby admit and acknowledge; and there hath also in like manner and by and with the like privity, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said Walter Hamilton Dickson the further sum of four hundred and sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of the said Walter Hamilton Dickson and Augusta Maria, his wife, in right of the said Augusta Maria in the said sum of five thousand pounds, the consideration money aforesaid, as he the said Walter Hamilton Dickson doth hereby admit and acknowledge; and there hath also in like manner, and by and with the like privity, consent and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said William Stewart, the further sum of four hundred sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of the said William Stewart and Catherine Claus, his wife, in right of the said Catherine Claus in the said sum of five thousand pounds, the consideration money aforesaid, as he the said William Stewart doth hereby admit and acknowledge; and there hath also, in like manner and by and with the like privity, consent, and approbation as aforesaid, testified as aforesaid, been paid by the said Robert Bruce as such Superintendent as aforesaid to the said John Bernard Geale the further sum of four hundred and sixteen pounds thirteen shillings and four pence of like lawful money aforesaid, in satisfaction of the share of him the said John Bernard Geale in the said sum of five thousand pounds, the consideration money aforesaid as he the said John Bernard Geale doth hereby admit and acknowledge, which said several sums of one thousand two hundred and fifty pounds, one thousand two hundred and fifty pounds, one thousand five hundred and fifty pounds, four hundred and sixteen pounds thirteen shillings and four pence, four hundred and sixteen pounds thirteen shillings and four pence, and four hundred and sixteen

pounds thirteen shillings and four pence, form together the whole of the said sum of five thousand pounds the consideration, money so agreed to be paid by or on behalf of Her said Majesty as aforesaid.

NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said recited agreement, and for the considerations hereinbefore expressed, and also in consideration of the several payments so respectively made by the said Robert Bruce, on behalf of Her said Majesty as hereinbefore is mentioned, they, the said Joseph Augustus Woodruff and Julia, his wife, Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, as to their right, title and interest in and to the lands and hereditaments firstly, secondly and fourthly herein-after described and hereby surrendered and released, or intended so to be, with their rights, members and appurtenances, but as to the said Julia Woodruff and Caroline Geale for the purpose and only for the purpose of barring their respective rights to dower of and in the said hereditaments. And the said Warren Claus, as well as to his right, title, and interest in and to the same lands and hereditaments as to the lands and hereditaments thirdly hereinafter surrendered and released or intended so to be with their rights, members and appurtenances, have and each and every of them hath granted, bargained sold, and also surrendered, remised, released and yielded up, and by these presents do and each and every of them doth grant, bargain and sell and also surrender, remise, release and yield up unto Her said Majesty Queen Victoria Her heirs and successors: First, all that parcel or tract of lands situate, lying and being in the Township of Innisfil and County of Simcoe containing by admeasurement nine hundred acres, be the same more or less, being composed of the north halves of lots numbers sixteen, eighteen, nineteen and twenty-one; and the south halves of lots numbers fourteen, sixteen, eighteen, nineteen and twenty one, in the fourth concession of the said Township of Innisfil, which said parcel or tract of land is butted and bounded or otherwise known as follows, that is to say: Commencing where a post has been planted at the north-east angle of each of the said north half lots respectively; then south seventy three degrees thirty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains thirty three links and an half, more or less, to the centre of the said concession; then north seventy three degrees thirty minutes east thirty chains, more or less, to the eastern limit of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and an half, more or less, to the place of beginning in each of the said half lots. Also commencing where a post has been planted at the south-west angle of each of the said south half lots respectively; then north seventy three degrees thirty minutes east thirty chains, more or less, to where a post has been planted at the south-east angle of each of the said half lots; then north nine degrees thirty minutes west thirty-three chains thirty-three links and an half, more or less, to the centre of the said concession; then south seventy-three degrees thirty minutes west thirty chains, more or less, to the western limit of each of the said half lots; then south nine degrees thirty minutes east thirty-three chains, thirty-three links and an half, more or less, to the place of beginning in each of the said half lots. Secondly, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division) in the County of Prescott, containing by admeasurement two thousand and eight hundred acres of land, more or less, being composed of lot numbers twelve, fifteen and eighteen in the fourth concession of the said township; lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty-five in the fifth concession, and lots numbers fourteen, fifteen, seventeen, eighteen and nineteen in the sixth concession of the Township of Hawkesbury, and butted and bounded as follows, that is to say: Commencing in front of the said concessions at the north-east angle of each of the said lots respectively; then south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in rear of the said concessions; then north sixty-five degrees west nineteen chains, more or less, to the

western limit of each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. Thirdly, all that parcel or tract of land situate, lying and being in the Township of Hawkesbury (Eastern Division); in the said County of Prescott, containing by admeasurement one thousand two hundred acres, be the same more or less, being lots numbers thirteen, fourteen, fifteen, sixteen, eighteen and twenty, in the third concession of the said Township of Hawkesbury (Eastern Division) which said one thousand and two hundred acres are butted and bounded or may be otherwise known as follows, that is to say: Commencing in front of the said concession at the north-east angle of each of the said lots respectively; then about south twenty-five degrees west one hundred and five chains twenty-seven links, more or less, to the allowance for road in the rear of the said concession; then north sixty-five degrees west nineteen chains, more or less, to the western limit in each lot; then north twenty-five degrees east one hundred and five chains twenty-seven links, more or less, to the allowance for road in front of the said concession; then south sixty-five degrees east nineteen chains, more or less, to the place of beginning in each lot. And fourthly, all that parcel or tract of land situate, lying and being on the south side of the Grand or River Ouse and within the limits of the said grant to the Six Nations Indians made by His said late Majesty King George the Third, by the said instrument bearing date the twenty-fifth day of October, in the year one thousand seven hundred and eighty-four, and in the County of Haldimand, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, and which is butted and bounded or may be known as follows, that is to say: Commencing at a stake placed in the Indian line between lots twenty-two and twenty-three in the Township of Walpole, about three chains, more or less, from the house of one Bellows, now or late a settler in Walpole; thence along the Indian line in the said Township of Walpole and Township of Rainham south sixty-three degrees east five hundred and eighty chains; thence north twenty-three degrees east or at right angles to the Indian line between the said Townships to the said Grand River, three hundred and seventy chains, more or less; thence up the stream of the Grand River the several courses and windings to a stake on the bank of the said river; thence south twenty-seven degrees west extending to the point of commencement. And all houses, outhouses, edifices, buildings, barns, stables, yards, gardens, orchards, fences, ditches, ways, waters, watercourses, liberties, privileges, easements, profits, commodities, emoluments hereditaments and appurtenances whatsoever to the said several parcels or tracts of land and hereditaments hereinbefore described and hereby respectively surrendered and released or otherwise assured or intended so to be belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, respectively, and all the estate, right, title, interest, use, trust, inheritance, property, possession, benefit and equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said Joseph Augustus Woodruff and Julia, his wife; Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson and Augusta Maria, his wife; William Stewart and Catherine Claus, his wife; and John Bernard Geale and Caroline, his wife, and each and every of them, of, in, to or out of the said several tracts or parcels of land and hereditaments hereinbefore respectively described and hereby respectively surrendered and released or otherwise assured or intended so to be, with their and every of their rights, members and appurtenances, to have and to hold the said lands and hereditaments hereinbefore respectively described and hereby respectively surrendered and released or otherwise assured or intended so to be with their and every of their rights, members, and appurtenances unto Her said Majesty, Her heirs and successors, to the use of Her said Majesty, Her heirs and successors, but nevertheless upon such and the same trusts and for such and the same ends, intents and purposes as are mentioned, expressed and declared of and concerning the tracts or parcels of land and hereditaments therein comprised and thereby surrendered and released or intended so to be in and by the

said hereinbefore in part recited indenture of the third day of June, one thousand eight hundred and forty-four, and to for and upon no other use, trust, intent or purpose whatsoever; and the said Joseph Augustus Woodruff, so far as relates to one equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, with the appurtenances and the title thereto, doth for himself, his heirs, executors and administrators; and the said Warren Claus, as well so far as relates to one other equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, as so far as relates to the entirety of the said tract or parcel of land thirdly hereby surrendered and released or intended so to be, and their respective appurtenances and the title to the same respectively, doth hereby for himself, his heirs, executors and administrators; and the said Catherine Ann Margaret Lyons, so far as relates to one other equal fourth part or share of and in the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, doth hereby for herself, her heirs, executors and administrators; and the said Walter Hamilton Dickson, so far as relates to one equal third part of one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly, and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, and so far as relates to the acts and deeds of himself and the said Augusta Maria, his wife, and of all persons claiming or to claim by, from, through, under or in trust for him, her or them in respect of the same one-third part of the said fourth part, but not further or otherwise, doth hereby, for himself, his heirs, executors and administrators, and the said William Stewart so far as relates to one other equal third part of the said one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereby respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances, and the title thereto, and so far as relates to the acts and deeds of himself and the said Catherine Claus, his wife, and of all other persons claiming or to claim by, from, through, under or in trust for him, her or them, in respect of the same, one third part of the said fourth part, but not further or otherwise, doth hereby for himself his heirs, executors and administrators; and the said John Bernard Geale, so far as relates to one other equal third part of the said one other equal fourth part of the said several tracts or parcels of land and hereditaments firstly, secondly and fourthly hereinbefore respectively surrendered and released or otherwise assured or intended so to be, and their appurtenances and the title thereto, doth hereby for himself his heirs, executors and administrators, covenant, promise and agree with and to Her said Majesty, Her heirs and successors, that they the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, now have in themselves, or some or one of them now have or hath in themselves, himself, or herself, good right, full power, and lawful and absolute authority to grant, surrender, remise, release, and yield up the said several tracts or parcels of land and hereditaments hereby respectively surrendered, remised, released and yielded up, or otherwise assured or intended so to be, with the appurtenances unto and to the use of Her Majesty, Her heirs and successors, upon the trusts and in manner aforesaid, according to the true intent and meaning of these presents. And that it shall and may be lawful to and for Her said Majesty, Her heirs and successors, from time to time and at all times hereafter, peaceably and quietly to enter into and upon, hold, occupy, possess and enjoy the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, with the appurtenances, and to have, receive and take the rents, issues and

profits thereof, and, every part thereof, respectively, to and for Her and their own use and benefit, without any lawful let, suit, trouble, denial, claim, demand, interruption or eviction whatsoever, of or by them, the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale, and Caroline, his wife, or any or either of them, their or any or either of their heirs, or of, from or by any other person or persons whomsoever; and that free and clear, and freely and clearly, and absolutely acquitted, exonerated, released, and forever discharged, or otherwise by them the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale, and Caroline, his wife, their or some or one of their heirs, executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, titles, troubles, charges, debts and incumbrances whatsoever, either already or to be hereafter had, made, executed, occasioned and suffered, by means of or by the default, consent or procurement of the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine Claus, his wife, and John Bernard Geale, and Caroline, his wife, or any or either of them, their or any or either of their heirs, or by any other person or persons whomsoever; and further, that they, the said Joseph Augustus Woodruff, and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart, and Catherine, his wife, and John Bernard Geale, and Caroline, his wife, and each and every of them, their and each and every of their heirs, and all and every other person or persons having or claiming or who shall or may hereafter have or claim any estate, right, title, interest, inheritance, use, trust, property, claim or demand whatsoever, at law or in equity, of, in, to or out of the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, with their appurtenances, or any of them or any part thereof, shall and will at all times hereafter, upon every reasonable request and at the proper costs and charges of Her Majesty, Her heirs or successors, or the person or persons for the time being entitled to the freehold and inheritance of the same, make, do and execute, or cause and procure to be made, done and executed, all such further and other lawful and reasonable acts, deeds, things and assurances in the law whatsoever for the further, better, more perfectly and absolutely surrendering, releasing and assuring of the said several tracts or parcels of land and hereditaments hereby respectively surrendered and released, or otherwise assured or intended so to be, and every part thereof, respectively, unto and to the use of Her said Majesty Her heirs and successors, or the person or persons entitled to the reversion and inheritance of the same in manner aforesaid and according to the true intent and meaning of these presents as by Her Majesty, Her heirs or successors, or the person or persons aforesaid, his, Her or their counsel in the law, shall be advised and required. And the said Walter Hamilton Dickson doth hereby for himself and for the said Augusta Maria, his wife, and for their respective heirs, executors and administrators, further covenant, promise and agree with and to Her said Majesty, Her heirs and successors, that he, the said Walter Hamilton Dickson and Augusta Maria, his wife, or the survivor of them, shall and will, upon payment to him, her or them, respectively, of all costs, charges and expenses legally or properly incurred, laid out, disbursed or expended, taxable as between party and party, in or about the same or any of them, forthwith enter satisfaction or cause and procure satisfaction to be entered upon the said judgment so obtained by them the said Walter Hamilton Dickson and Augusta Maria, his wife, against the said Henry Grose as aforesaid, so and in such manner as that the same shall cease to be a charge or incumbrance upon the said Henry Grose, his heirs, executors or administrators, or upon the said lands and hereditaments respectively surrendered and released or intended so to be, or any part thereof; and also, shall and will forthwith discontinue

by rule of court or otherwise as may be necessary to discharge the same, all and every other the action and actions so, commenced against the tenants or occupiers of the said several tracts or parcels of land and hereditaments firstly and secondly hereby surrendered and released, or intended so to be, or any of them, or any part or parts of them or any of them, whose names are mentioned and set forth in the schedule hereunder written or hereunto annexed, and all and every other action and actions, if any, now commenced or depending against any person or persons whomsoever, in relation to the same lands or any of them, or any part or parts thereof, so that the same actions and each and every of them may henceforth cease, determine, and be put an end to.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed, and delivered by the within named Joseph Augustus Woodruff and Julia, his wife, Warren Claus, Catherine Ann Margaret Lyons, Walter Hamilton Dickson, and Augusta Maria, his wife, William Stewart and Catherine Claus, his wife, and John Bernard Geale and Caroline, his wife, in the presence of

JOSEPH AUGUSTUS WOODRUFF,	[L.S.]
JULIA WOODRUFF,	[L.S.]
W. CLAUS,	[L.S.]
CATHERINE A. M. LYONS,	[L.S.]
WALTER H. DICKSON,	[L.S.]
AUGUSTA M. DICKSON,	[L.S.]
WILLIAM STEWART,	[L.S.]
CATHERINE C. STEWART,	[L.S.]
J. BERNARD GEALE,	[L.S.]
CAROLINE GEALE.	[L.S.]

ROBERT I. TURNER,
Barrister-at-Law, Toronto.
WILLIAM DICKSON Jr.,
Gentleman, Niagara.

The schedule referred to in the within written indenture, containing a list of the several actions of ejectment brought by the within named Walter Hamilton Dickson, and Augusta Maria, his wife, against the several persons hereinafter named for the recovery of the undermentioned lands, that is to say:—

IN THE TOWNSHIP OF INNISFIL.

Defendant's Names.	Number of Lot and Concession.
Henry Grose.....	Part of lot number 21 in the 4th.
Jonathan Irwin.....	Part of lot number 19 in the same.
John Bannerman.....	Part of lot number 21 in the same.
George Read.....	Part of lot number 19 in the same.
John Moore.....	Part of lot number 18 in the same.
Jane Spink.....	Part of the same lot.
George McGurther.....	Part of lot number 16 in the same.
Hugh Trueman.....	Part of the same lot.
Irwin Moore.....	Part of the same lot.
Wellington Wilson.....	Part of lot number 14 in the same.

IN THE TOWNSHIP OF HAWKESBURY—EASTERN DIVISION.

Defendant's Names.	Number of Lot and Concession.
Antoine Bellisle and Francis Deschau.	Lot number 16 in the 5th.
Patrick Mullen.....	Lot number 19 in the 6th.
Michael Bellisle.....	Lot number 17 in the same.
Andrew Kinveel.....	Lot number 25 in the 5th.
Richard Kirkner.....	Lot number 18 in the same.
Edward St. Denis.....	Lot number 14 in the same.
Joseph Clemo.....	Lot number 15 in the same.
Lewis Casneau.....	Lot number 18 in the 4th.
George Dockstater and Geo. Allbright.	Lot number 15 in the same.
William Mark.....	Lot number 12 in the same.

We do hereby certify that on this third day of December, one thousand eight hundred and fifty-two, at the Town of Niagara, in the County of Lincoln, in the Province of Canada, the within deed was duly executed in the presence of us by Augusta Maria, the wife of Walter Hamilton Dickson, one of the grantors therein named, and that the said Augusta Maria, at the said time and place, being examined by us apart from her husband, did appear to give her consent to depart with her estate in the lands mentioned in the said deed freely and voluntarily, and without coercion or fear of coercion on the part of her husband, or any other person or persons whatsoever.

E. McDOUGAL, J.P.
JOHN SIMPSON, J.P.

We do hereby certify that on the thirteenth day of December, one thousand eight hundred and fifty-two, at the City of Hamilton, in the County of Wentworth, in the Province of Canada, the within deed was duly executed in the presence of us by Catherine Claus, the wife of William Stewart, one of the grantors therein named, and that the said Catherine Claus, at the said time and place, being examined by us apart from her husband, did appear to give her consent to depart with her estate in the lands mentioned in the said deed freely and voluntarily, and without coercion or fear of coercion on the part of her husband or of any other person or persons whatsoever.

G. H. ARMSTRONG, J.P.
JOHN WINER, J.P.

Received the day and year first within written, of and from the Queen's Most Excellent Majesty, by payment of the Honorable Robert Bruce, Her Majesty's Superintendent General of Indian Affairs, the sum of five thousand pounds, in the proportions in the within written indenture mentioned, being the consideration money within expressed to be paid to us.

Witness:

ROBERT I. TURNER, <i>Barrister-at-Law,</i>	} £5,000.
<i>Toronto.</i>	
WILLIAM DICKSON, Jr., <i>Gentleman,</i>	}
<i>Niagara.</i>	

CATHERINE A. M. LYONS,
WILLIAM STEWART,
J. B. GEALE,
JOSEPH AUGUSTUS WOODRUFF,
W. CLAUS,
WALTER H. DICKSON.

COUNTY OF HALDIMAND.

I certify a memorial hereof relating to lands situate in the County of Haldimand is entered and registered on the first day of January, A.D. 1853, at ten minutes past ten o'clock a.m., in the register of the Township of Oneida, Liber A, No. 1, folios 42, 43; and also that on the same day, at twelve o'clock, noon, the same memorial was also entered and registered in the register of the Township of North Cayuga, Liber A, No. 1, folios 34, 35.

AGNEW J. FARRELL, *Registrar.*

I certify that a memorial of the within indenture of deed was duly recorded in the registry office for the County of Prescott (as far as relates to lands in the Township of East Hawkesbury, in said County of Prescott) at the hour of four a.m. on Wednesday, the twenty-sixth day of January, A. D. 1853, in Book No. 13, pages 251, 252, 253 and 254; number of the memorial, 6323.

G. D. REED,
Registrar of the County of Prescott.

A memorial hereof is recorded in the registry office for the County of Simcoe on the 22nd day of December, A. D., 1852, at one o'clock p.m., in Liber T. folios 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494 and 495. Memorial No. 11602.

GEORGE LOUNT,
Regr. Co. Simcoe.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 11th June, 1853.

I hereby certify that the within deed of surrender hath this day been entered upon the records of this office in Lib.: "C.S. Surrender to the Crown," Folio 78, etc.

THO. AMIOT,
Depy. Provl. Regr.

No. 71.

KNOW ALL MEN BY THESE PRESENTS that we, Joseph White, Matthew Greyeyes, William Clarke, Alexander Clarke, James Clarke, Joseph Warrow, Francis Parke and Mathias Splitlog, Chiefs and Principal Men of the Wyandott Indians residing in the Township of Anderdon, in the County of Essex and Province of Canada, in Council assembled, claiming to be possessed of the sole and exclusive right and title to a certain triangular tract of land in or adjoining to the Town of Sandwich, by virtue of the reservation contained in a deed or grant to His late Majesty George the Third, executed by the principal village and War Chiefs of the Ottawa, Chippewa, Pottowattomee and Huron Indians of Detroit, in the year one thousand seven hundred and ninety, wherein the tract so reserved is thus described "as beginning at the mouth of the Rivière au Jarvais, commonly called Knagg's Creek, running up along border of the streight to the Huron church and one hundred and twenty arpents in depth," do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right title, interest, claim, property and demand whatsoever, both at law and equity, of, in and to that certain part or tract of land aforesaid, situate, lying and being in or adjoining to the town of Sandwich commencing on Detroit street and running along the River Detroit to the Huron church line, and then along a small rivulet to a bridge in the Queen's Highway to Detroit street; then along Detroit street to the place of beginning, with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in any wise belonging, unto Hersaid Majesty, Her heirs and successors forever, to the end and purpose that Her said Majesty, Her heirs and successors, may be graciously pleased to order and direct that the said parcel or tract of land be first valued and then disposed of by bargain and sale, and the monies arising therefrom to be appropriated to the use and benefit of the said Indians and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Wyandott Indians have hereunto set our names and seals at Anderdon, Canada West, the nineteenth day of July, in the year of Our Lord one thousand eight hundred and fifty-three.

Signed and sealed in our
presence, being first
read and fully ex-
plained :

THOMAS KING,
Schoolmaster,
WILLIAM CLARKE,
Interpreter.

JOSEPH WHITE, ^{his} x
mark. [L.S.]

MATTHEW GRAY EYES, ^{his} x
mark. [L.S.]

WILLIAM CLARKE, [L.S.]

ALEXR. CLARKE, [L.S.]

JAMES CLARKE, [L.S.]

Joseph WARROW, [L.S.]

FRANCIS PARK, ^{his} x [L.S.]

ALEXIS MATTHIAS SPLITLOG, ^{mark.} [L.S.]

Certified.

J. B. CLENCH, S. I. A. [L.S.]

PROVINCE OF CANADA, }
COUNTY OF ESSEX, }
To wit :

Thomas King, of Anderdon, in the County and Province aforesaid, schoolmaster, maketh oath and saith that the preceding deed of surrender was duly executed in his presence and that he is a subscribing witness thereto.

THOMAS KING.

Sworn before me at Anderdon }
the nineteenth day of July, }
1853.

WILLIAM GETFIELD, P.J.

EXTRACT from a Report of a Committee of the Honorable the Executive Council on land applications, dated the 9th August, 1853, approved by His Excellency the Governor General in Council on the same day.

On the letter of the Superintendent General of Indians Affairs, transmitting a deed of surrender, dated 19th July, 1853, from the Wyandott Indians of Anderdon to Her Majesty the Queen, of a certain triangular tract of land in or adjoining to the Town of Sandwich, and requesting that said deed may be laid before the Governor General in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

The Committee recommend that the above mentioned deed of surrender be accepted, and that the same be entered of record in the Crown Lands and Provincial Registrar's offices.

Certified.

WM. H. LEE,
Actg. C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 19th August, 1853.

I do hereby certify that the accompanying deed of surrender and extract of Council have been duly entered on the records of this Department.

THO. AMIOT,
Deputy Prov'l. Registrar.

No. 71½.

KNOW ALL MEN BY THESE PRESENTS, that we Joshua Waywanosh, Andrew Nageeshigk, Jackson Wopagass, William Pamosang, Gordon Corning, Joseph Ash-gwagwonable and Thomas Nayonnquott, Chiefs and Principal Men of the Tribe of Chippewa Indians occupying and claiming to be the sole possessors of a certain tract or parcel of land in the Township of Sarnia, in the County of Lambton and Province of Canada, and known and described as the Upper Reserve on the River St. Clair, in

consideration of the sum of two thousand four hundred pounds currency, do hereby surrender and yield up unto Her Most Gracious Majesty Victoria, Queen of the United Kingdom of Great Britain and Ireland, all our claim, right, title, interest, property and demand whatsoever, both at law and in equity, of, in and to the several pieces or parcels of land described on the map hereunto annexed, containing twenty-four and a half acres of land, including the ten water lots fronting the River St. Clair (reference being also had to the award of arbitrators hereunto annexed), the same being a portion of the said Chippewa Reserve, and required for railroad purposes, unto Her said Majesty, Her heirs and successors for ever, to the end and purpose that Her Majesty may be graciously pleased to order and direct that the said land and water lots be sold to the Great Western Railway Company of Canada, their heirs and assigns forever;

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men have hereunto set our hands and seals in Council assembled at Port Sarnia, the tenth day of May, in the year of Our Lord one thousand eight hundred and fifty-four.

Signed, sealed and delivered } in our presence, being first } read, and explained: J. B. CLENCH, <i>V.S.I.A.</i> , H. P. CHASE, <i>I.I.D.</i> , DAVID B. WAWANOSH.	JOSHUA WANANOSH, (totem)	[L.S.]
	ANDREW NAGESHEIGK, (totem)	[L.S.]
	JACKSON WUPAGASS, (totem)	[L.S.]
	WILLIAM POMUSSANG, (totem)	[L.S.]
	GORDON CORNING, (totem)	[L.S.]
	GEORGE ASHGWONABIE, (totem)	[L.S.]
	THOMAS NAYONNQUODT, (totem)	[L.S.]

COPY of a Report of a Committee of the Honorable the Executive Council, dated 4th July, 1856, approved by His Excellency the Governor General in Council on the 5th July, 1856.

On a communication from the Superintendent General of Indian Affairs, dated 20th June, 1856, transmitting the deed of surrender from the Chiefs and Principal Men of the Indian Tribe residing at Port Sarnia, in the County of Lambton, to Her Majesty the Queen, in trust, of a certain space of land through their reserve comprising about twenty-five acres, as is shown by an enclosed map; in order that the same may be sold and patented to the Great Western Railroad Company for a right of way, station accommodations, &c., and requesting that the same be laid before Your Excellency for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar.

The Committee recommend that the trust be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, as requested by the Superintendent General of Indian Affairs.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 5th August, 1856.

I hereby certify that the foregoing surrender, as well as the minute in Council relating thereto, have respectively been entered upon the records of this office in Lib. C.S., Folio 158.

THOS. AMIOT,
Deputy Registrar.

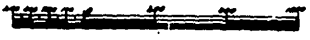
Surrender No. 713

copy

G. W. R.
SARNIA BRANCH

Plan of location through the Indian Reserve

Scale of Feet.

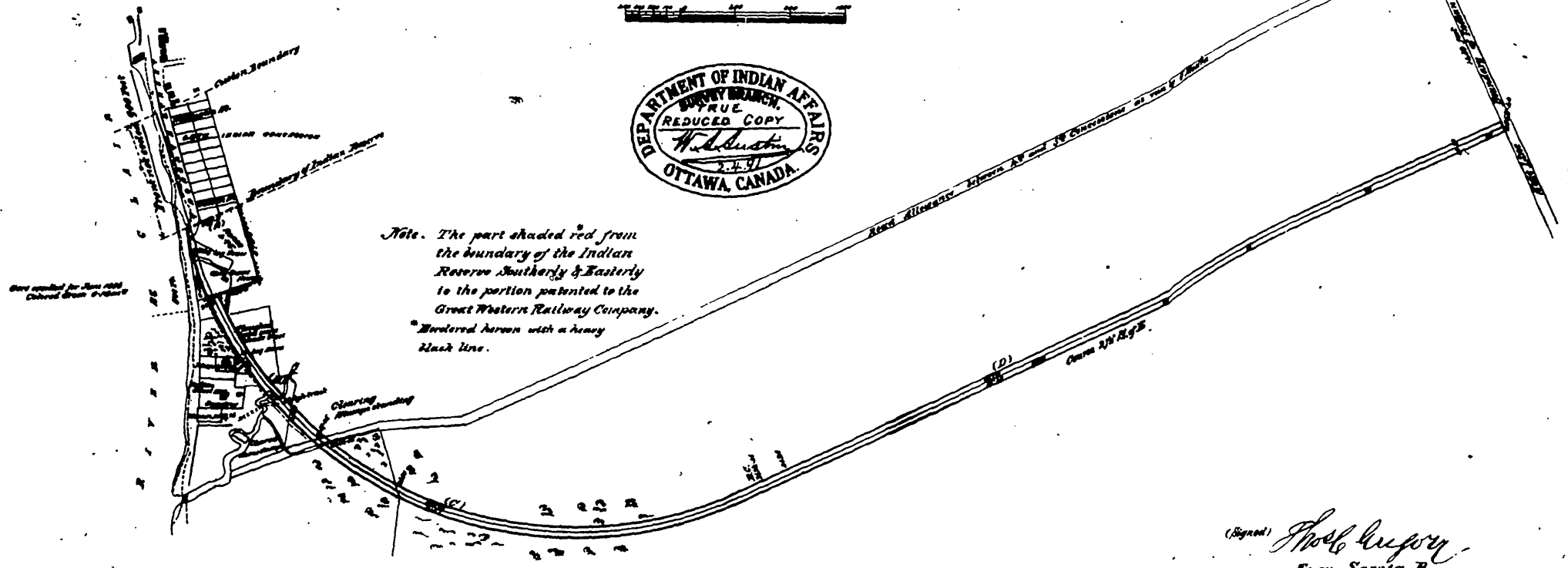


Surveyor General
Toronto Sept. 11/56

Wm. P. ...
Asst. Commissioner



Note. The part shaded red from the boundary of the Indian Reserve southerly & easterly to the portion patented to the Great Western Railway Company. Marked hereon with a heavy black line.



Land marked A A-75
B B-44
C C-57
D D-19
Total 18-78

(Signed) *Thos. Cooper*
Engr. Sarnia B.
Western Div.
30th Aug. 1856.

CROWN LAND DEPARTMENT,

TORONTO, 20th February, 1857.

Entered upon the records of this Department on L. W. No. 39.

No. 72.

SURRENDER OF THE SAUGEEN PENINSULA.

We, the Chiefs, Sachems and Principal Men of the Indian Tribes resident at Saugeen, Owen Sound, confiding in the wisdom and protecting care of our Great Mother across the Big Lake, and believing that our Good Father, His Excellency the Earl of Elgin and Kincardine, Governor General of Canada, is anxiously desirous to promote those interests which will most largely conduce to the welfare of His red children, have now, being in full Council assembled, in presence of the Superintendent General of Indian Affairs, and of the young men of both tribes, agreed that it will be highly desirable for us to make a full and complete surrender unto the Crown of that Peninsula known as the Saugeen and Owen Sound Indian Reserve, subject to certain restrictions and reservations to be hereinafter set forth. We have therefore set our marks to this document, after having heard the same read to us, and do hereby surrender the whole of the above named tract of country, bounded on the south by a straight line drawn from the Indian village of Saugeen to the Indian village of Nawash, in continuation of the northern limits of the narrow strip recently surrendered by us to the Crown; and bounded on the north-east and west by Georgian Bay and Lake Huron, with the following reservations, to wit: 1st. For the benefit of the Saugeen Indians we reserve all that block of land bounded on the west by a straight line running due north from the River Saugeen, at the spot where it is entered by a ravine, immediately to the west of the village, and over which a bridge has recently been constructed, to the shore of Lake Huron; on the south by the aforesaid northern limit of the lately surrendered strip; on the east by a line drawn from a spot upon the coast at a distance of about (9½) nine miles and a half from the western boundary aforesaid, and running parallel thereto until it touches the aforementioned northern limits of the recently surrendered strip; and we wish it to be clearly understood that we wish the Peninsula at the mouth of the Saugeen River to the west of the western boundary aforesaid to be laid out in townpark lots and sold for our benefit without delay; and we also wish it to be understood that our surrender includes that parcel of land which is in continuation of the strip recently surrendered to the Saugeen River

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

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

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

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

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

Done in Council, at Saugeen, this thirteenth day of October, 1854.

It is understood that no islands are included in this surrender.

Signed and sealed :

L. OLIPHANT,
Supt. Genl. Indian Affairs.

PETER JACOBS,
Missionary.

Witnesses:

JAS. ROSS, *M.P.P.*,

C. RANKIN, *P.L.S.*,

A. McNABB,
Crown Land Agent.

JOHN (totem) KADUHGEKWUN,
ALEX. (totem) MADWAYOSH,
JOHN (totem) MANEDSWAB,
JNO. THOS. (totem) WAHBUHDICK,
PETER (totem) JONES,
DAVID SAWYER,
JOHN H. BEATY,
THOMAS (totem) PABAHMOSH,
JOHN (totem) MADWASHEMIND,
JOHN (totem) JOHNSTON,
JOHN AUNJEGAHBOWE,
JAMES NEWASH,
THOMAS (totem) WAHBUHDICK,
CHARLES KEESHICK.

[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General on the 27th September, 1855.

On a memorandum dated 12th instant, from the Superintendent General of Indian Affairs, submitting certain proposed changes, as shown in two certain plans, in the shape of the Indian reserves in the tract commonly called the Saugeen Peninsula, lately surrendered to the Crown, both changes having been assented to by the Indians in Council, and recommending:

1st. That the reserve known as the Saugeen Reserve, now bounded on the west by a straight line running due north from the River Saugeen at the spot where it is entered by a ravine immediately to the west of the village, be bounded instead by the Indian path called the Copway Road, which takes a north-westerly direction, as shown by the red line in the plan. This change will give the Saugeen Indians a small increase of frontage on Lake Huron, and will not interfere with the town plot now laid out on the tongue of land contained between that lake and the River Saugeen.

2nd. That the south-western boundary of the Cape Crocker Reserve, now formed by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, start instead from the south shore of Hope Bay, at a small point about a mile from its head, and strike Lake Huron two miles south of Sucker River, as shown by the plan. This change would cut off from the Indians one mile of frontage on Hope Bay, giving them in compensation two miles extra frontage on the Georgian Bay. The head of Hope Bay has been recommended by Mr. Dennis, the surveyor of the tract, as the site for a town, and the present position of the south-western boundary of the reserve would render it impossible to carry out his suggestion.

The Committee recommend that the proposed changes be effected.

Certified.

WM. H. LEE,
C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 31st January, 1855, approved by His Excellency the Governor General in Council on the 3rd February, 1855.

On a communication dated 31st January, ult., from the Superintendent General of Indian affairs, transmitting a surrender from the Chippewa Indians of Saugeen and Owen Sound to Her Majesty, in trust of a tract of land situated in the County of Grey, and forming part of the Peninsula on the north-east shore of Lake Huron, commonly called the "Saugeen Reserve," and requesting that the trust may be accepted by Your Excellency in Council and entered upon the records in the offices of the Commissioner of Crown Lands and Provincial Registrar.

The Committee recommend that the trust be accepted, and that an entry be made thereof in the offices of the Commissioner of Crown Lands and Provincial Registrar.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 15th February, 1855.

I hereby certify that the foregoing surrender and minute of the Executive Council thereon have been entered upon the records of this office in Lib. C. S., Folio 129.

THO. AMIOT,
Depy. Regr.

No. 74.

J. COLBORENE.

UPPER CANADA.

WILLIAM THE FOURTH, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

To all to whom these presents shall come—GREETING.

Know ye that We, of Our special grace, certain knowledge and mere motion, have given and granted, and by these presents do give and grant unto the Reverend Richard Scott, of the Township of Otonabee; the Revd. Alexander Bethune, of Cobourg; Charles Anderson, and Charles Rubidge, both of the Township of Otonabee, Esquires, all in the County of Northumberland, in the District of Newcastle; and the Honorable George Herchmer Markland, of the City of Toronto, in the Home District, and to their heirs and assigns for ever, all that parcel or tract of land situate in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, in Our Province of Upper Canada, containing one thousand one hundred and twenty acres, be the same more or less, being the town plot reservation on the Rice Lake and River Otonabee in the said Township of Otonabee, commencing on the shore of the Rice Lake where a red cedar post has been planted at the south-east angle of a certain block of land granted to Charles Anderson, Esquire; then north sixteen degrees forty minutes west sixty three chains, to where a red cedar post has been planted at the north-east angle of the said block; then south seventy-four degrees five minutes west sixty-five chains, more or less, to within one chain of the River Otonabee; then northerly following the several turnings and windings of the said river against the stream, always at the distance of one chain therefrom, to within one chain of lot number seven, in the twelfth concession of the

said Township; then north seventy-four degrees five minutes east along the southern limit of the allowance for road between the reservation aforesaid and lots numbers seven, in the eleventh and twelfth concessions of the said township, one hundred and eighteen chains, to the north-east angle of the said reservation, being in the western limit of the allowance for road between the tenth and eleventh concessions of the aforesaid Township; then south sixteen degrees forty minutes east along the western limit of the allowance for road produced between the said concessions, ninety-six chains fifty links, to the Rice Lake; then south-westerly along the water's edge to the place of beginning, reserving within the same one chain off the front of the said block on the lake as an accommodation for a ferry, with free access to the beach for all vessels, boats and persons. To have and to hold the said parcel or tract of land hereby given and granted to them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, their heirs and assigns forever, but upon the trusts, nevertheless, and to and for the uses, interests and purposes following, that is to say, in trust to hold the same forever hereafter to and for the benefit of the Indian tribes in this Province, and with a view to their conversion and civilization, saving nevertheless to us, our heirs and successors, all mines of gold and silver that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid, and saving and reserving unto Us Our heirs and successors all white pine trees that shall or may now or hereafter grow or be growing on any part of the said parcel or tract of land hereby granted as aforesaid, provided always that no part of the parcel or tract of land hereby given and granted, be within any reservation heretofore made and marked for Us, Our heirs and successors, by Our Surveyor General of Woods, or his lawful deputy, in which case this Our grant for such part of the land hereby given and granted forever, as aforesaid, and which shall, upon a survey thereof being made, be found within any such reservation, shall be null and void and of none effect, anything herein contained to the contrary notwithstanding. Provided always, nevertheless, that in case any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee or trustees to be appointed as hereinafter mentioned shall happen to die, or be desirous of being discharged from the powers or trusts hereby in them reposed or vested, or become incapable of acting in the same, then and in every such case, and so often as the same shall happen, full power and authority is given by these presents to the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or the survivor or survivors of them, or any of them, or any succeeding trustee or trustees of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any of them, or the survivor or survivors of them, or any of them, by any writing or writings under their or his hands and seals, or hand and seal, to be by them or him sealed and delivered in presence of and attested by two or more credible witnesses, to nominate, substitute and appoint any other fit person in the room and place of any of them, the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge and George Herchmer Markland, or any succeeding trustee who shall so die or be desirous of being released, or discharged from, or become incapable of acting in the aforesaid trusts or powers, and so from time to time as often as there shall be occasion to nominate, substitute, and appoint any other person or persons in the place or stead of them the said Richard Scott, Alexander Bethune, Charles Anderson, Charles Rubidge, and George Herchmer Markland, or any of them, or any succeeding person or persons to be appointed as aforesaid who shall die, or be desirous of being discharged, or become incapable, as aforesaid, and when and so often as any person or persons shall be nominated and appointed as aforesaid the said parcel or tract of land, hereditaments and premises hereby mentioned, or intended to be hereby granted, shall be conveyed with all convenient speed in such manner and form so as that all and every other person or persons so to be appointed as aforesaid shall and may be invested with all such powers and authorities, and shall

and may in all things act in relation to the premises in conjunction with the others of them who shall or may survive or not decline, or not become incapable to act thereon, as fully and effectually in all respects and to all intents and purposes as if he or they had originally been, in and by these presents, a grantee to the uses and trusts and for the purposes aforesaid, anything hereinbefore contained to the contrary thereof in any wise notwithstanding. In default of all or any of which conditions, limitations and restrictions, this said grant and everything herein contained shall be, and we hereby declare the same to be null and void to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to and become vested in Us, Our heirs and successors in like manner as if the same had never been granted, anything herein contained to the contrary thereof in anywise notwithstanding.

And whereas by an Act of the Parliament of Great Britain, passed in the thirty-first year of the reign of the late King George the Third, entitled "An Act to repeal certain parts of an Act passed in the fourteenth year of His Majesty's reign, entitled 'An Act for making more effectual provision for the Government of the Province of Quebec in North America, and to make further provision for the Government of the said Province,'" it is declared that no grant of lands thereafter made should be valid or effectual unless the same should contain a specification of the land to be allotted and appropriated solely to the maintenance of a Protestant clergy within the said Province in respect of the lands to be thereby granted.

Now KNOW YE, that we have caused an allotment or appropriation of one hundred and sixty acres to be made in lot number fifteen, in the thirteenth concession of the said Township of Otonabee.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made patent, and the Great Seal of Our said Province to be hereunto affixed, Robert S. Jameson, Attorney General, Witness our trusty and well-beloved Sir John Colborne, K.C.B., Lieutenant-Governor of Our said Province and Major General Commanding Our forces therein, at Our City of Toronto, this nineteenth day of April, in the year of Our Lord one thousand eight hundred and thirty-four, and in the fourth year of Our reign. J. C.

By command of His Excellency in Council,

D. CAMERON, *Secy.*

O. C., 5th February, 1831, administration of

Sir JOHN COLBORNE, K.C.B.,

Lt.-Governor.

Entered with the Auditor, 22nd May, 1834.

D. BOULTON, JR.,

Auditor General.

PROVINCIAL REGISTRAR'S OFFICE,

MONTREAL, 14th April, 1845.

I certify that the within is truly and correctly copied from the entry of the original grant, as it is entered in the records of this office in E, fol. 491.

R. P. TUCKER,

Registrar.

No. 75.

To all whom these presents shall come,—GREETING.

Know ye that I, the undersigned Chief of the Band or Tribe of Indians residing and holding lands at Gros Cap, on Lake Superior, near the Hudson's Bay Post of Michipicoton, have surrendered and do surrender by these presents, on my own behalf and that of my people whom I represent, with their entire knowledge and consent, unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors,

all and singular that certain tract or parcel of land and premises situate, lying and being on the north shore of Lake Superior, in the Province of Canada, and composed of an area of land equal to one mile square at Gros-Cap, near Michipicoton, comprising the whole of said Cap, and extending as far northward as may be necessary to produce the said square mile or six hundred and forty acres of land. To have and to hold the said tract of land, with all its appurtenances, unto Her said Majesty Queen Victoria, Her heirs and successors forever, in trust for the purpose of being sold to the best advantage, and the proceeds thereof to be invested in such a fund or funds as the Governor General or other person administering the Government of Canada for the time being may direct, for the use and benefit of me and my people and our posterity.

IN TESTIMONY WHEREOF, I, the said undermentioned Chief, for myself and on behalf of my people, have hereunto affixed my totem and seal in signification of my signature and deliberate and voluntary act and deed this tenth day of April, in the year of Our Lord one thousand eight hundred and fifty-five.

Read, explained and interpreted at
Michipicoton.

Signed, sealed and delivered to
John Mackerrie, of Michipicoton,
on behalf of Her Majesty Queen
Victoria, Her heirs and succes-
sors, in the presence of :

ALEXANDER HARVEY,
WILLIAM LANGSKELL.

his
TOOTOOMUNATE X (totem), [L.S.]
mark.
JOHN MACKERRIE, [L.S.]

Copy of a Report of Committee of the Honorable the Executive Council, dated 10th September 1855, approved by His Excellency the Governor General in Council on the following day.

On a communication from the Superintendent General of Indian Affairs, transmitting a deed of surrender dated 10th April, 1855, from Chief Tootomenie, of the Band or Tribe of Indians residing and holding lands at Gros Cap, on Lake Superior, to Her Majesty the Queen in trust, of one mile square at Gros Cap, Michipicoton; and requesting that said deed of surrender may be laid before Your Excellency in Council, for the purpose of the trust being accepted and entered upon the records in the offices of the Commissioner of Crown Lands and of the Provincial Registrar :

The Committee recommend that the deed of surrender in question be accepted and entered upon the records as above stated.

Certified

To the Honorable
The Provincial Registrar.

WM. H. LEE,
C. E. C.

Recorded 18th September, 1855, In Lib. C. S., Folio 135.

THEOS. AMIOT,
Deputy Registrar.

No. 754.

KNOW ALL MEN BY THESE PRESENTS, that we, Joseph White, William Clarke, Alexander Clarke, James Clarke, Joseph Warrow, Francis Parke and Matthias Splitlog, Chiefs and Principal Men of the Wyandotte Indians residing in the Township of Anderdon, in the County of Essex and Province of Canada, in Council assembled, claiming to be possessed of the sole and exclusive right and title to a certain triangular tract of land in or adjoining to the Town of Sandwich by virtue of the reservation contained in a deed or grant to His late Majesty George the Third, executed by the principal village and war Chiefs of the Ottawa, Chippewa,

Pottowattomee and Huron Indians of Detroit, in the year one thousand seven hundred and ninety, wherein the tract so reserved is thus described "as beginning at the mouth of Rivière au Jarvais, commonly called Knagg's Creek, running up along border of the streight to the Huron church and one hundred and twenty arpents in depth," do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and equity, of in, and to that certain part or tract of land aforesaid, situate, lying and being in or adjoining to the Town of Sandwich, County and Province aforesaid, commencing at the water's edge on the River Detroit and on the northerly limit of Detroit street; then running north-easterly along the water's edge against the stream thirty chains thirty-nine links, more or less, to the westerly limit of the Huron church line; then south twenty-eight degrees east along the westerly limit of the Huron church line forty-two chains eighty-seven links, more or less, to the land patented in the year one thousand eight hundred and ten to Thomas Pagot, and being the limit between the Huron Reserve and park lot lettered "H"; then north sixty-eight degrees west forty chains thirty-four links, more or less, to the River Detroit and place of beginning; containing by admeasurement sixty acres and one-quarter, be the same more or less, with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in any wise belonging, unto Her said Majesty, Her heirs and successors, forever, to the end and purpose that Her said Majesty, Her heirs and successors may be graciously pleased to order and direct that the said parcel or tract of land be first valued and then disposed of by bargain and sale, and the monies arising therefrom to be appropriated to the use and benefit of the said Indians and for no other purpose whatsoever.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said Wyandotte Indians, have hereunto set our names and seals at Anderdon, Canada West, the 28th day of April, in the year of Our Lord one thousand eight hundred and fifty-four.

Signed and sealed in our
presence being first read
and fully explained. }

WILLIAM CLARKE, *Intpr.*
THOMAS HORSMAN,
J. B. CLENCH, *V.S.I.A.*

his JOSEPH X WHITE,	[L.S.]
mark WILLIAM CLARKE,	[L.S.]
ALEX. CLARKE,	[L.S.]
JAMES CLARKE,	[L.S.]
JOSEPH WARREBOW,	[L.S.]
his FRANCIS X PARK,	[L.S.]
mark A. M. SPLITLOG,	[L.S.]

No. 75½.

To all to whom these presents shall come:

We, the Honorable George Herchmer Markland, of the Town of Kingston, in the County of Frontenac, of the Province of Canada, Esquire; and William Hepburn, of the City of Montreal, of the said Province, Esquire, send greeting.

Whereas by indenture of bargain and sale bearing date the ninth day of April, in the year of Our Lord one thousand eight hundred and thirty-six, the lot or parcel of land hereinafter described or set forth was, for the consideration therein mentioned, conveyed to us the said George Herchmer Markland and William Hepburn, and one John Henry Dunn, since deceased, by James Givins, then of the City of Toronto, Esquire, upon trust for the Mississauga Tribe of Indians residing at the Rice and Mud Lakes; and whereas, owing to the decease of the said John Henry Dunn, the trust aforesaid has become vested in us the said George Herchmer Markland and William Hepburn by survivorship; and whereas it has become expedient that the said trust so created as aforesaid should be transferred to the Crown, and for that purpose it has

been directed by the Governor General of the said Province of Canada that we, the said George Herchmer Markland and William Hepburn, should surrender all our estate, right, title and interest of, in and to the said parcel of land, derived under and by virtue of the said in part recited conveyance, upon the like trusts as we now hold by the same. Now know ye, that we, the George Herchmer Markland and William Hepburn, in consideration of the premises, and also in further consideration of the sum of five shillings to us in hand well and truly paid by Her Majesty Queen Victoria (the receipt whereof is hereby acknowledged), have surrendered and yielded up and by these presents do surrender and yield up all the estate, right, title and claim whatsoever which we, the said George Herchmer Markland and William Hepburn have under and by virtue of the said in part recited trust conveyance, of in and to all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland, in the District of Newcastle, being composed of township lot number nine, in the tenth concession of the Township of Otonabee, in the County of Northumberland, in the late Newcastle District, containing by admeasurement two hundred of land, be the same more or less, and said parcel or tract of land may be better described and known as follows:—

Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the place of beginning.

Commencing also where a post has been planted at the south-west angle of the west half of said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links, more or less, to the centre of said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a-half more or less, to the place of beginning, containing two hundred acres of land as aforesaid, together with the appurtenances thereto belonging. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, upon trust nevertheless for the use and benefit of the hereinbefore mentioned tribe of Indians as aforesaid.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six.

Signed, sealed and delivered }
in the presence of:
W. A. GEDDES,

GEORGE H. MARKLAND. [L.S.]

Witness to the signature "George H. Markland."

A memorial to be registered pursuant to the statute in such case made and provided of an indenture of surrender bearing date the thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six, whereby, after reciting, as is therein recited, it is witnessed that the Honorable George Herchmer Markland, of the City of Kingston, in the County of Frontenac, Esquire, and William Hepburn, of the City of Montreal, in the Province of Lower Canada, for the consideration therein mentioned did surrender and yield up unto Her Majesty Queen Victoria all that certain parcel or tract of land situate as follows: Comprising township lot number nine in the tenth concession of the Township of Otonabee, in the County of Northumberland in the late Newcastle District, containing by

admeasurement two hundred acres of land, be the same more or less, and which said parcel or tract of land may be better described and known as follows: Commencing where a post has been planted at the south-east angle of the east half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-east angle of the east half of said lot; thence south seventy-four degrees five minutes west thirty-three links and a half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty chains, more or less, to the southern limit of the east half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a half, more or less, to the place of beginning. Commencing also where a post has been planted at the south-west angle of the west half of the said lot; thence north sixteen degrees forty minutes west thirty chains, more or less, to where a post has been planted at the north-west angle of the west half of the said lot; thence north seventy-four degrees five minutes east thirty-three chains thirty-three links and a-half, more or less, to the centre of the said concession; thence south sixteen degrees forty minutes east thirty-three chains, more or less, to the southern limit of the west half of the said lot; thence south seventy-four degrees five minutes west thirty-three chains thirty-three links and a half, more or less, to the place of beginning, containing two hundred acres of land, as aforesaid, together with all the appurtenances thereto belonging unto Her said Majesty Queen Victoria, and Her successors forever, which said surrender, as to the execution thereof by the Honorable George Herchmer Markland, is witnessed by William Allan Geddes, of the City of Kingston, aforesaid, Esquire, and is hereby required to be registered by us, the said George Herchmer Markland.

As witness my hand and seal this thirty-first day of January, in the year of Our Lord one thousand eight hundred and fifty-six.

Signed, sealed and delivered in }
presence of us :

W. A. GEDDES,
WILLIAM SMITH,

GEORGE H. MARKLAND. [L.S.]

COUNTY OF FRONTENAC, }
To Wit :

William Allen Geddes, of the said City of Kingston, Esquire, within named, maketh oath and saith that he was present and did see the said indenture of surrender duly signed, sealed and delivered by the within named George Herchmer Markland, and also did this memorial thereof, signed, sealed and executed by the within named George Herchmer Markland, and that this deponent is a subscribing witness to both said instruments,

Sworn before me at the City of Kingston, }
in the County of Frontenac, this 31st day }
January, A.D. 1856.

GEO. S. MOWAT,
A Com. in B. R. in and for said County.

W. A. GEDDES.

KNOW ALL MEN BY THESE PRESENTS that we, Thomas Naine-kish-kung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gadeque-quum,

Chiefs and Principal Men of the Tribe of the Chippewa Indians residing on the shores of Lakes Couchiching, Simcoe and Huron, in the Province of Canada, as representing them, as well as on behalf of our people and children for all time to come, do hereby, for the purposes hereinafter expressed, cede, surrender, convey and make over, wholly and unreservedly unto Our Most Gracious Sovereign Queen Victoria and Her successors, all right, title, interest, claim or demand, of, in, to or out of all and singular those four islands in Lake Simcoe known by the names of Plum Island, Pa-push-quan Island, Sain-gau-be-quon-daig Island, and Esh-put-e-nang Island, also that one island in Lake Couchiching known by the name of Pumpkin Island, and also all and singular all those islands lying and being in the Georgian Bay, Lake Huron, heretofore claimed by our tribe, together with all the hereditaments, privileges and appurtenances thereto belonging (saving and excepting always those three islands situate, lying and being in the said Georgian Bay, Lake Huron, and forming a part of that group of islands called and known by the name of the "Christian Islands," - which three islands hereby excepted and reserved to our own use and behoof forever, shall, within six months from the date hereof, be chosen and selected by the members of our tribe and duly reported to the Superintendent General of Indian Affairs for the information of His Excellency the Governor General of the Province of Canada), upon trust that Her Most Gracious Majesty Queen Victoria, or the administrator of Her Government in this Province, shall sell and dispose of, or cause to be sold and disposed of, the whole of the beforementioned islands situate, lying and being in Lakes Simcoe and Couchiching, as well as all those islands which have heretofore been claimed by our tribe, and which are situate, lying and being in the Georgian Bay, Lake Huron, aforesaid (with the exception and reservation as before stated), as speedily as possible, and the proceeds of such sale or sales to be invested and funded in perpetuity for the use, benefit and behoof of us the said Thomas Naine-kish-kung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gade-que-quum, Chiefs aforesaid, and as representing the tribe of Chippewa Indians aforesaid, and the interest of such money so to be invested as aforesaid shall be paid over annually to us, our people and children; in all time coming.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of June, in the year of Our Lord one thousand eight hundred and fifty-six.

(This instrument is not to be in force or valid unless it meet with the approval of His Excellency the Governor General.)

Signed, sealed and delivered in the presence of (having been read over explained and interpreted, which they appeared perfectly to understand).

DAVID LAING SANSON,
ADAM PATERSON,
JOHN BEATTIE,
THOMAS SHILLING,
JOSEPH NANEGESHKUNG,
Interpreter.

THOMAS NANEGESHKUNG, by his son
JOSEPH NANEGESHKUNG, [L.S.]
JAMES BIGWIND, (totem) [L.S.]
GEORGE YOUNG, (totem) [L.S.]
JOSEPH SNAKE, (totem) [L.S.]
JOHN AISENCE, (totem) [L.S.]
PETER GADE-QUE-QUON, (totem) [L.S.]

We, Thomas Naini-kish-kung, James Bigwind, George Young, Joseph Snake, John Aisence and Peter Gade-que-quon, Chiefs and Principal Men of the Tribe of the Chippewa Indians residing on the shores of Lakes Couchiching, Simcoe and Huron, in the within instrument mentioned, and as acting for and on behalf of our people and children, do hereby choose, select and reserve for the use and behoof of our people and children in all time coming, the following islands hereinafter named, situate, lying and being in the Georgian Bay, Lake Huron, namely, Esh-qua-quin-daig Island, Na-tow-wang-ga Island and Christian Island, with all the hereditaments, pri-

vileges and appurtenances thereto belonging for ever. As witness our hands and seals this 5th day of June, A.D., 1856.

Signed, sealed and delivered in }
the presence of:

DAVID LAING SANSON,
ADAM PATERSON,
JOHN BEATTIE,
THOMAS SHILLING,
JOSEPH NANEGESHKUNG,

Interpreter.

THOMAS NANEGESHKUNG, by his son

JOSEPH NANEGESHKUNG,
JAMES BIGWIND, (totem)
GEORGE YOUNG, (totem)
JOSEPH SNAKE, (totem)
JOHN AISENCE, (totem)
PETER GADE-QUE-GUNN, (totem)

[L.S.]
[L.S.]
[L.S.]
[L.S.]
[L.S.]

Certified to have been executed }
in my presence.

T. G. ANDERSON,
S.I.A.

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 12th July, 1850, approved by His Excellency the Governor General in Council on the 14th July, 1850.

On a report dated 12th June, 1856, from the Superintendent General of Indian Affairs, transmitting for sanction a deed of surrender bearing date 5th June, 1856, from Thomas Naine-kish-kung and others, Chiefs and Principal Men of the Tribe of Chippewa Indians residing on the shores of Lakes Couchiching, Simcoe and Huron in this Province, in favour of the Crown, of about 1,150 acres of land or upwards, consisting of four islands in Lake Simcoe, one in Lake Couchiching, and all the islands except three claimed by the Chippewas in the Georgian Bay; and stating that the only conditions attached to the surrender are that a sufficient sum out of the principal arising from the sales to build a church be given to the Indians surrendering; the residue to be invested for their benefit, and the interest paid annually to them; and secondly, that a duplicate copy of the surrender be given to the Chiefs.

The Committee recommend that the deed of surrender be accepted and entered upon the records in the offices of the Commissioner of Crown Lands and Provincial Registrar.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 2nd August, 1856.

I hereby certify that the foregoing surrender, together with the minute in Council thereon, have been entered upon the records of this office, in Lib. C.S. Surrenders to the Crown, Folio 149.

THOS. AMIOT,
Depy. Regr.

Nos. 77 and 78.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, John Sunday, John Simpson, Jacob Sunday, John Pigeon, Joseph Skunk, Thomas Frasure and James Indian, Chiefs and Principal Members of that portion of the Mississaga Tribe of Indians formerly living on "Grape Island," in Lake Ontario, but now settled and

residing in the Township of Alnwick, in the Newcastle District, Province of Canada, in general council assembled, as well for ourselves as for each and every member of that portion of the Mississaga Tribe of Indians to which we belong or form a part, for the consideration hereinafter mentioned and stipulated, do hereby freely, fully and voluntarily surrender, convey and forever quit claim, to Our Most Gracious Sovereign Lady Queen Victoria and Her successors, in trust, to be sold or otherwise disposed of, to the best advantage for ourselves and our descendants for ever, all and singular those islands lying and situate in the "Bay of Quinté," on Lake Ontario, Weller's Bay and in the River St. Lawrence; and also, all points and parcels of land claimed by us on the mainland which have not heretofore been ceded to the Crown, save and except the land claimed and now occupied by our tribe in the said Township of Alnwick; the principal arising from such sales to be safely funded and the interest accruing therefrom to be paid annually to us and our said descendants for all time to come.

This instrument must be immediately submitted for the consideration of our Great Father the Governor General, and unless His Excellency is pleased to approve of the foregoing arrangement, it must be and remain null and void to all intents and purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, seals and totems at our village in Alnwick, this nineteenth day of June, A.D. one thousand eight hundred fifty six.

Signed and sealed in our presence, after having been read and fully explained to the Council.
JOHN S. GRAFTON.

JOHN SUNDAY,	(totem)	[L.S.]
JOHN SIMPSON,	(totem)	[L.S.]
JACOB SUNDAY,	(totem)	[L.S.]
JOHN PIGEON,	(totem)	[L.S.]
JOSEPH SKUNK,	(totem)	[L.S.]
THOMAS FRASURE,	(totem)	[L.S.]
JAMES INDIAN,	(totem)	[L.S.]

JOHN STORM, (totem),
THOMAS MARSDEN,
JOHN RICE,

Interpreter.

Certified to have been executed }
in my presence :

T. G. ANDERSON,
S. I. A.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 4th August, 1856.

I hereby certify that the foregoing surrender hath been this day entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Fôlio 153.

THOS. AMIOT,
Deputy Registrar.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned George Paudaush, John Crow, Robert Soper, Peter Nogee, John Bigman, Jacob Crane, James McCue, Peter Patchey, Isaac Irons and Joseph Muskrat, Chiefs and Principal Men forming a part of the Mississaga Tribe of Indians settled and inhabiting the borders of Rice Lake, Mud Lake, and Scugog Lake, in the Newcastle and Colborne Districts, Province of Canada, in General Council assembled, as well for ourselves as for each and every member of that portion of the Mississaga Tribe of Indians to which we belong or form a part, for the consideration hereinafter mentioned and stipulated, do hereby freely, fully and voluntarily surrender, convey and forever quit claim to Our Most Gracious Sovereign Lady Queen Victoria and Her successors, in trust, to be sold or otherwise disposed of to the best advantage for ourselves and our descendants

forever, all and singular the islands and mainland lying and situate in the Newcastle and Colborne Districts, including the islands in Rice Lake which have not heretofore been ceded to the Crown, save and except the lands now occupied by our tribe and known as the Indian reservations on the borders of Rice, Mud and Scugog Lakes in the aforesaid districts, the principal arising from such sales to be safely funded and the interest accruing therefrom to be paid annually to us and our said descendants for all time to come.

The instrument must be immediately submitted for the consideration of our great Father the Governor General, and unless His Excellency is pleased to approve of the foregoing arrangement, it must be and remain null and void to all intents and purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, seals and totems at Mud Lake, this 24th day of June, A.D. one thousand eight hundred and fifty-six.

Signed and sealed in our presence, after	GEORGE PAUDAUSH (totem)	[L.S.]
having been read and fully explained to	JOHN CROW, (totem)	[L.S.]
the Council.	ROBERT SOPER, (totem)	[L.S.]
JNO. SHORT,	PETER NOGEE, (totem)	[L.S.]
LUKE T. SKYE,	JOHN BIGMAN, (totem)	[L.S.]
M. G. PAUDAUH, <i>Interpreter</i> ,	JACOB CRANE, (totem)	[L.S.]
JOHN FAWN,	JAMES McCUE, (totem)	[L.S.]
JAMES SOHOFIELD,	PETER PATCHEY, (totem)	[L.S.]
WILLIAM MARSDEN,	ISAAC IRONS, (totem)	[L.S.]
JACOB CRANE, JR.	JOSEPH MUSKRAT. (totem)	[L.S.]

Certified to have been executed in my presence.

T. G. ANDERSON,
S. I. A.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 4th August, 1856.

I hereby certify that the foregoing surrender hath this day been entered upon the records of this office in Lib. C. S. Surrenders to the Crown, Folio 154.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 18th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 12th July, 1856, approved by His Excellency the Governor General in Council on the 14th July, 1856.

On a report from the Superintendent General of Indian Affairs, submitting two surrenders made by the Mississagua Indians of Rice and Mud Lakes, and by the Mississaguas of Alnwick, of certain lands and islands which they claim.

The Superintendent General states that the above surrenders were obtained by Captain Anderson in June last; that the only stipulations attached to them are that the monies arising from the sale of such surrendered lands may be invested for the benefit of the bands surrendering, and that a duplicate of the instrument be given to such bands.

That the surrender by the Mississaguas of Mud and Rice Lakes comprises the islands in Rice Lake hitherto surrendered, and all the islands and mainland lying and situate in the Newcastle and Colborne Districts, except the reservations on the shores of Rice, Mud and Scugog Lakes.

That some of these islands are valuable, one in Balsam Lake containing 1,000 acres. That some doubts exist as to whether these islands were or were not included in a former surrender, but that there does not seem to be any objection to deciding the matter by accepting the present cession.

That the Mississaguas of Alnwick cede the islands belonging to them in the Bay of Quinté, Lake Ontario, Weller's Bay and the River St. Lawrence, and certain parcels of territory on the mainland.

That to the islands in the Bay of Quinté and Lake Ontario their title is undisputed. That the ground on the mainland and the islands in the St. Lawrence, are claimed by other parties.

He therefore suggests that in accepting this surrender it would be advisable to insert a stipulation that the covenant as to the investment of the proceeds for the benefit of the Mississaguas of Alnwick should be held binding only so far as the title of that band shall be found to be good, but that they shall be considered as having now waived all right hereafter to raise claims to these surrendered lands, this cession being considered final as regards them.

The Committee recommend that the surrenders be accepted in the manner and upon the conditions suggested by the Superintendent General, and that they be recorded in the offices of the Commissioner of Crown Lands and of the Provincial Registrar respectively.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 4th August, 1856.

I hereby certify that the foregoing Minute in Council, together with the two accompanying surrenders, have respectively been entered upon the records of this office in Lib. C.S., folios 152, 153, 154, 155.

THOS. AMIOT,
Député Registrar.

No. 79.

To all to whom these presents shall come :—

Be it known that whereas Peter Jones Kegeponce, George A. Tabegwun, John Thomas Wabatiek, John Snake, Abner Elliot, John Johnson and Charles Keeshick, on the part of the Chippewa Indians residing at Nawash, Owen Sound ; and Baptist Beauvin, a Mohawk Indian, residing on the Caughnawaga Tract, on the north shore of Owen Sound, on the part of the three Caughnawaga families who remain located on said tract, were appointed by their respective people at a full Council to proceed as a deputation to Toronto, for the purpose of treating with their Father the Governor General for a surrender of the reserve which they respectively occupy.

And whereas the contemplated treaty between the Crown and the said Nawash Indians for the surrender of the aforesaid reserve has been this day made and executed, it is deemed by all the parties named desirable that the said Caughnawaga families should also surrender and yield up to the Crown the lands which they occupy in the aforesaid Caughnawaga settlement, and remove to Cape Croker with the Nawash Band, and it is therefore agreed upon by all the contracting parties that the said

three Caughnawaga families consisting of fifteen persons, including men, women, and children, shall and hereby do yield up the said three lots, to wit: thirteen, seventeen, and eighteen, to the Crown, for the purpose of being sold in common with other surrendered land, for the benefit of the Chippewa Indians of Nawash, and will remove therefrom when required by the Governor General to do so, and the members of the Nawash Tribe do hereby admit the said Caughnawaga Indians to a full share and participation in all revenues and privileges enjoyed or to be enjoyed by the said Nawash Band.

It is further agreed that the heads of the said three Caughnawaga families, viz., Baptiste Beauvin, Louis Beauvin and Michel Montour shall be entitled to receive out of the first payment by the purchasers of said land the appraised value of their respective buildings and other improvements, also the further sum of ten-pounds per head to each member of their respective families, and on removing to Cape Croker they will be located on twenty-five acre lots in like manner as is agreed upon by the treaty already named. Provided always, that this agreement shall not be held as binding unless the majority of the Nawash Band concur therein, which concurrence or dissent from it is required to be expressed before Richard Carney, Esquire, within one month from this date.

In Testimony Whereof, the parties hereunto affix their hands and seals, at Toronto, this ninth day of February, one thousand eight hundred and fifty-seven.

Read, explained through the interpreters. Signed, sealed and delivered in presence of us :

W. R. BARTLETT,
MICHAEL TURNOR,
S. Y. CHESLEY.

PETER JOHN KEGEDONCE, (totem). [L.S.]

GEORGE A. TABAGWUN, (totem). [L.S.]

JOHN T. WABATICK, (totem), [L.S.]

JOHN SNAKE, (totem), [L.S.]

ABNER ELLIOT, [L.S.]

JOHN x JOHNSON, [L.S.]

CHARLES KEESHICK, [L.S.]

BAPTIST x BEAUVIN. [L.S.]

Approved,

R. T. PENNEFATHER,
Supt. Gen'l.

No. 80.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs, Headmen, and Warriors of the respective bands of Ojibway Indians, located at the villages of Saugeen and Nawash, on the Saugeen Peninsula, that for and in consideration of the natural love and affection which we have for our Indian brothers located on the reserve on Colpoy's Bay, on said Peninsula, have hereby agreed to give, grant, alien, release and confirm, and by these presents we do give, grant and bequeath unto our Indian brothers on the said reserve, and to their heirs and assigns forever, all and singular our interest in that certain parcel or tract of land situate, lying and being at the head of Colpoy's Bay, on the said Peninsula, now in occupation of our Indian brothers, known as the Colpoy's Bay Band of Indians, as shown on the drafts or plans of the said Saugeen Peninsula, together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the same unto the said band of Indians, their heirs or assigns, to their own use and behoof forever.

We, the aforesaid Chiefs, Headmen and Warriors, do make this gift subject to the approval of our Great Father the Governor General. At the same time we hope that our Great Father will sanction this our bequest to our Indian brothers, and will confirm it unto them by such writings as may be considered necessary for the purpose.

IN WITNESS WHEREOF we have hereunto affixed our names and totems this sixteenth day of January, one thousand eight hundred and fifty-seven.

Signed, and executed, in } presence of:	Owen Sound Indians:
THOMAS STAG, <i>Chief.</i>	PETER JONES x KEGEDONCE, (totem)
JOHN H. BEATTY, <i>Intpr. and</i>	GEORGE x ARTHUR TABEQUWN, (totem)
<i>Writer.</i>	JOHN x JOHNSTON, (totem)
JOHN SMITH, <i>Chief.</i>	JOHN THOMAS x WAHBAHTICK, (totem)
JOSEPH JONES.	JAMES x NAWASH, (totem)
PETER YORK, <i>Intpr.</i>	CHARLES KEESHICK, (totem)
	LOUIS x JOHNSTONE,
	JOSEPH NAH x BEQUON,
	PETER x WABIZE,
	WILLIAM x WANKEY,
	FRANCIS x ONUHGEWUN,
	PETER x KEESHICK,
	DOMINICK x JOHNSTON,
	MOSES x MONEDOQUIWIS,
	DANIEL x ELLIOTT,
	DAVID x NAWASH,
	THOMAS x SOLOMON,
	DAVID T. x WAHBAHTICK,
	JOSEPH x MESHEKAKAKE,
	ABNER x ELLIOTT,
	JOHN x SNAKE,
	WILLIAM ANGUS,

Signed and executed in our } presence:	Saugeen Indians:
JOHN H. BEATTY,	CHIEF ALEXANDER x MADWAYOSH, (totem)
<i>Interpreter and Writer,</i>	CHIEF JOHN x JOHNSTON, (totem)
	CHIEF JOHN x WADAUGEKWON, (totem)
JOHN SMITH, <i>Chief,</i>	Warriors:
JOSEPH JONES.	THOMAS x PAPEWMOSH,
	JOHN x AU-GE-GAW-BOW,
	JOHN x MANE-DO-WEB,
	THOMAS x NAU-WAN-KWA,
	JOHN x NA-DWASHUMD,
	JOSEPH x AUSHANWANSEGA,
	SIMPSON x QUAKEGESHIG,
	CHARLES x NASHAWKEWAWEAONG,
	JACOB x MESHABOOG,
	HENRY x MADWAYOSH,
	AARON x PANYASHEGWAWDENG,
	JOHN x AU-WON-AU-GOAT,
	ISAAC x SANEGWABISH,
	JAMES x ANDANSONOGOKOG,
	KANBE x KE-SHE-QUOT,
	JOHN x NADWASHEMUD,
	JAMES x WEGNOOS,
	JOHN x WESLEY.

Approved:

R. T. PENNEFATHER,
Superintendent-General.

No. 80½

KNOW ALL MEN BY THESE PRESENTS that we, David Wawanosh, Joshua Wawanosh, Andrew Nageshig, Johnson Wapugais, William Pamussung and George Ashquawonabie, Chief and Principal Men of the Tribe of Chippewa Indians, claiming to be the possessors of a certain island in the River St. Clair, called Stag Island, containing about sixty acres, more or less, do hereby surrender and yield up unto Her Most Gracious Majesty, Victoria, Queen of the United Kingdom of Great Britain and Ireland, Her heirs and successors, for ever, all our claim, right, interest and property, and demand whatsoever, both in law and in equity, of, in and to the aforesaid island, called Stag Island.

To the end and purpose that Her Majesty, or Her assigns, may be graciously pleased to grant the said Stag Island unto David McCall, of the Town of Sarnia, in the County of Lambton, Province of Canada, Esquire.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our totems, at Sarnia, in the County of Lambton aforesaid, this nineteenth day of January, in the year of Our Lord, one thousand eight hundred and fifty-seven.

Signed and sealed in our presence, after being first read and explained:
 FROOME TALFOURD, *S.I.D.*
 JOHN S. THORNTON.

DAVID WAWANOSH, (totem)	[L.S.]
JOSHUA WAWANOSH, (totem)	[L.S.]
ANDREW NAGESHIG, (totem)	[L.S.]
JOHNSON WAPUGAIS, (totem)	[L.S.]
WILLIAM PAMUSSUNG, (totem)	[L.S.]
GEORGE ASHQUAWONABIE, (totem)	[L.S.]

COPY of a Report of a Committee of the Honorable the Executive Council, dated 28th January, 1857, approved by His Excellency the Governor General in Council on the following day.

On a communication from the Superintendent General of Indian Affairs, dated 23rd January, 1857, transmitting the deed of surrender from the Chiefs and Principal Men of the Chippewas of Sarnia of a certain island in the River St. Clair, called Stag Island, to Her Majesty the Queen, to the end and purpose that it may be granted to David McCall, of the Town of Sarnia, and requesting that the surrender may be accepted and entered upon the records of the Commissioner of Crown Lands and of the Provincial Registry.

The Committee recommend that the surrender be accepted and entered upon the records of the Commissioner of Crown Lands and of the Provincial Registry.

Certified.

WM. H. LEE, *C.E.C.*

To the Honorable
 The Provincial Registrar,
 &c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
 TORONTO, 3rd February 1857.

I hereby certify that the foregoing surrender, together with the Minute in Council thereon, have this day been entered upon the records of this office in Lib. C. S., Folio 162.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
 TORONTO, 19th February, 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 81.

THIS INDENTURE, made this fourth day of July, in the year of Our Lord one thousand eight hundred and fifty-six, between Powlis Claus, Brant Brant, Chiefs of the Mohawk Nation, on the Bay of Quinté, and Abraham Brant, Alexander Loft, Seth W. Hill, Thomas Claus and James Maracle, Councillors for the said Nation, on the Bay of Quinté, and this day assembled in Council, of the first part, and Our Sovereign Lady Queen Victoria, of the second part.

Witnesseth: that the party of the first part for divers good causes and considerations them thereto moving, have, and each of them as well in respect of themselves as of the Mohawks of the Bay of Quinté, whom they represent, surrendered, relinquished and yielded up, and hereby do surrender, relinquish and yield up upon trust for sale thereof unto Her said Majesty, Her heirs and successors, all that certain parcel of land, being part of lot number four, in the second concession of Tyendinaga, in the County of Hastings, containing by admeasurement eighteen acres be the same more or less, and butted and bounded as follows:—

Commencing at the south-easterly shore of the Salmon River, in the limit between lots numbers four and five in said concession; then south sixteen degrees east twelve chains thirty links, more or less, to where a post has been planted; then south eighty-two degrees thirty minutes west twenty chains thirty-eight links, more or less, to the limit between lots numbers three and four in said concession; then north sixteen degrees west six chains fifty links, more or less, to the Salmon River; then north-easterly, following the shore of said river up stream, twenty-one chains, more or less, to the place of beginning. Also lots numbers thirty-two, thirty-three, thirty-four and thirty-five in the ninth concession of the said Township of Tyendinaga, containing in all eight hundred acres of land with the appurtenances. To hold the same to Our said Sovereign Lady the Queen, Her heirs and successors forever.

IN WITNESS WHEREOF, we, the said Chiefs and Councillors, have hereto set our hands and seals the day and year aforesaid.

Signed, sealed and delivered }
in presence of }
L. WALLBRIDGE.

POWLIS CLAUS,	[L.S.]
his	
BRANT x BRANT,	[L.S.]
mark.	
ABRAHAM BRANT,	[L.S.]
ALEXR LOFT,	[L.S.]
SETH W. HILL,	[L.S.]
THOS. CLAUS,	[L.S.]
JAMES MARACLE.	[L.S.]

Certified to have been executed in my presence.

T. G. ANDERSON,
S. I. A.

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 14th July, 1856, approved by His Excellency the Governor General in Council on the 15th July, 1856.

On a surrender by the Mohawks of the Bay of Quinté of certain lands in Tyendinaga, and near Shannonville.

The Superintendent General of Indian Affairs reports that this surrender consists of about 800 acres in Tyendinaga and of 18 acres adjoining the town plot of Shannonville. No conditions are attached to the cession, beyond the usual one of investing the capital derived from the sale of the land and paying the interest to the tribe surrendering, and that there does not seem to be any objection to accepting the surrender.

The Committee recommend that the surrender be accepted, and be enrolled in the usual manner in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, respectively.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
TORONTO, 5th March, 1856.

I hereby certify that the foregoing surrender, together with the Minute in Council hereto annexed, have been respectively entered upon the records of this office, in Lib. C. S., Folio, 156.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
TORONTO, 20th February 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 82.

To all to whom these presents shall come:

We, the undersigned Chiefs and Warriors, on behalf of the people of the Newash Band of Chippewa Indians residing at Owen Sound, send greeting.

Whereas we and our people having the fullest confidence in the paternal care and good intentions of our kind Father the Governor General towards all his Indian children, and foreseeing the great benefits that we and our posterity are likely to derive from the surrender of a large portion of our reserve, in the year of Our Lord one thousand eight hundred and fifty-four, we have, after mature consideration, in several full councils held at our village of Newash, arrived at the conclusion that it will be to our advantage to place at the disposal of Our Father the Governor General the land upon which we now reside, commonly known as the Newash or Owen Sound Reserve, in order that he may cause the same to be sold for our benefit. Be it therefore known that we, Peter Jones Kegeдонce and George A. Tabegwun, Sachem Chiefs, John Thomas Wabatick, John Snake, Abner Elliot, John Johnson and Charles Keeshick, Interpreter, Councillors and Principal Men of the Newash Band, for and on behalf of our said tribe, do hereby surrender, make over and convey to Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all and singular that certain tract or parcel of land and premises situate, lying and being on the westerly side of the Owen Sound in the Georgian Bay, known as the Newash Reserve, and containing about ten thousand acres of land, be the same, more or less, which tract of land is butted and bounded and otherwise known and described as follows, viz: On the north-east by the water of Owen Sound, on the north-west by the head line road between the seventeenth and eighteenth concessions of the Township of Keppel and the southerly boundary of the lands lately occupied by the Caughnawaga Indians, on the south-west by a straight line as represented by Mr. Rankin's plan of survey, being the boundary between said reserve and the said Township of Keppel, and on the south-east by the head line between concession A of Keppel and the strip of land surrendered in the year one thousand eight hundred and fifty-one.

To have and to hold the said land and premises, with all and singular its hereditaments and appurtenances, to Her said Majesty Queen Victoria, Her heirs and successors forever, to the intent and purpose that Her said Majesty, her heirs and

successors, may sell and dispose of the same for the sole use and benefit and behoof of us, the aforesaid Newash Band of Indians and our posterity forever, subject, however, to such deductions for defraying the expense of survey and the subsequent management of the sale of the land as are incidental by a general rule to all other Indian lands, and also to the following conditions, viz. :—

1st. That so soon as the above named reserve shall be sold and we are required to remove from it there shall be assigned to each Indian family, constituted as such before the year one thousand eight hundred and sixty, a lot of twenty-five acres, surveyed for the purpose, in our reserve at Cape Croker, exclusive occupation and right of cultivation of such lot is thus assigned to each Indian family, so long as the unity of the family is retained, but upon the breaking up of any such family or the extinction of its males or its separation from the tribe by migration it will be competent for the Governor General to re-assign or reserve any lot so vacated for the best advantage of the tribe at large.

2nd. That the sum of one thousand pounds shall be advanced from the proceeds of the first sale of the aforesaid tract for the erection of frame dwelling houses at Cape Croker, of dimensions similar to those we now occupy at Newash, to be built under the direction of the Indian Department, and that afterwards from three to five houses shall be erected annually at said place until each individual having a right to a house shall be supplied, the expense of these last mentioned to be borne from our annuity or interest funds.

3rd. That each individual of the tribe now participating in our annuity shall receive ten pounds from the proceeds of the first instalment paid on the land to be sold, and the tribe shall further be entitled hereafter to receive from the principal arising from such sale (should circumstances render it necessary) a sum sufficient to build a church or for such other permanent improvement as the Governor General may approve of.

4th. That one acre be reserved and set apart for a burying ground.

The foregoing arrangement must be and remain null and void to all intents and purposes, unless it receive the assent of His Excellency the Governor General in Council.

IN TESTIMONY WHEREOF, we, the aforesaid Chiefs and Councillors, have hereunto affixed our names and totems in signification of our assent and concurrence to the foregoing surrender, at the City of Toronto, this ninth day February, in the year of Our Lord one thousand eight hundred and fifty-seven.

Read, explained through the interpreter, signed, sealed and delivered in presence of us	R. T. PENNEFATHER,	[L.S.]
	<i>Supt. Genl.,</i>	[L.S.]
	S. Y. CHESLEY,	[L.S.]
MICHAEL TURNOR,	PETER JONES KEGEDONCE, (totem)	[L.S.]
W. R. BARTLETT,	GEORGE ARTHUR TABEGWUN, (totem)	[L.S.]
E. J. CHESLEY.	JOHN THOMAS WABATICK, (totem)	[L.S.]
	JOHN SNAKE, (totem)	[L.S.]
	ABNER ELLIOTT,	[L.S.]
	JOHN x JOHNSON,	[L.S.]
	CHARLES KEESHICK,	[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 18th February, 1857, approved by His Excellency the Governor General in Council on the same day.

On a report of the Superintendent General of Indian Affairs submitting for ratification by Your Excellency in Council a surrender to the Crown dated 9th February, 1857, from the Chiefs and Councillors of the Newash Band of Chippewa Indians residing at Owen Sound, in the Georgian Bay, of the tract or parcel of land

and promises situate on the westerly side of the Owen Sound, known as the Newash Reserve, and containing about ten thousand acres of land, upon certain conditions set forth in the deed of surrender.

The Superintendent General submits for the reasons stated in his report that it would be for the advantage both of the Indians themselves and the country at large to accept this surrender, with a view to the tract being immediately surveyed and laid open for settlement.

The Committee recommend that the surrender be accepted and enrolled in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, with a view to the tract being immediately surveyed and laid open for settlement, as submitted by the Superintendent General of Indian Affairs.

Certified,

WM. H. LEE,
C. E. C.

To the Honorable,
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE.

TORONTO, 20th February, 1857.

I hereby certify that the within surrender, together with the Minute in Council hereto annexed, have been entered upon the records of this office in Lib. C. S., Fols. 164, 165, 166, 167.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 10th March, 1857.

Entered upon the records of this Department in L. W. No. 39.

No. 83.

THIS INDENTURE sheweth that we, the undersigned Chiefs and leading men of the Delaware Nation of Indians residing on the Moravian Reserve, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talford, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that the aforesaid Indians of the first part surrender, yield and give up to Her Majesty the Queen, Her heirs and successors, in trust, to be sold for their benefit, the tract adjoining the River Thames, in the Townships of Zone and Orford, known as the Moravian Reserve, on the following conditions:

Firstly: That a sufficient quantity shall be reserved for the purpose of being divided among the Indians of the first part in lots as shall be hereafter agreed upon.

Secondly: That each family to whom a farm shall be so allotted shall receive a written document giving to them and their children exclusive occupation of such lot.

Thirdly: That a house shall be built for each family who may be removed from their present farms on the tract now surrendered.

Fourthly: Any Indian family so removed shall receive the value of their improvements, as appraised by a competent party.

Fifthly: The whole proceeds of the sale of the tract now surrendered shall, after deducting the expenses incurred in carrying out the above recited conditions, be held in trust for the benefit of the Indians of the first part, and their children, for ever.

Sixthly: The interest so arising shall be payable half yearly to the Indians of the first part.

IN TOKEN WHEREOF, we have affixed our hands and seals to this surrender. Dated the ninth day of April, 1857, in duplicate.
Witnesses to the signatures:—

J. VOGLER.
L. E. VOGLER.

R. T. PENNEFATHER, *Supt. General.*
THOS. WORTHINGTON,
FROOME TALFOURD,
TIMOTHY SNAKE, x
JOHN PETER, x
PHILIP JACOBS, x
JOHN HUFF, x
JOHN NORTON, x
WILLIAM NOAH,
MOSES STONEFISH, x
EDWARD WHITEYES, x
C. M. STONEFISH, x
JEREMIAH STONEFISH, x
JOHN JACOBS, x
SOLOMON LEWIS,
JOSHUA JACOBS,
RICHARD TOBIAS,
GOTLIEB TOBIAS,
NATHANIAL ANTHONY, x

Copy of a Report of a Committee of the Honorable the Executive Council, dated 2nd June, 1857, approved by His Excellency the Governor General in Council on the 3rd June, 1857.

On a communication from the Superintendent General of Indian Affairs, submitting for approval a surrender to Her Majesty the Queen, Her heirs and successors, by the Chiefs and leading men of the Delaware Nation of Indians of the Indian Reserve in the Townships of Orford and Zone, known as the Moravian Tract.

The terms of this surrender are as follows:—

1°. That a block shall be reserved to be divided into lots among the Indians of the band. The land selected is a piece two miles square, including their present village and church. This will give each family a small farm of about 35 acres.

2°. Each family shall receive a document giving them exclusive occupation of the farm so allotted to them.

3°. Each outlying family who may be removed into the reserved block shall have a house built for them by the Indian Department in lieu of that abandoned by them.

4°. Every such family shall receive the appraised value of their improvements.

5°. The proceeds of the sale of the land shall, after deducting all necessary expenses, be held in trust for the band surrendering.

6°. The interest of such money shall be paid half yearly.

The reserve now ceded contains about 30,000 acres of excellent land, and its surrender is of great importance to that part of the country. If the treaty be approved, every exertion will be made to bring the land into the market at an early day.

The Committee recommend that the surrender be accepted and enrolled in the offices of the Provincial Registrar and the Commissioner of Crown Lands.

Certified,

WM. H. LEE,
C. E. C.

To the Honorable
The Commissioner of Crown Lands,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 8th June, 1857.

I certify that the within surrender, together with the Minute in Council relating thereto and hereunto annexed, have been entered upon the records of this office in Lib. C. S., Folio 168.

THOS. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,

TORONTO, 16th June, 1857.

Entered upon the records of this Department L. W. No. 39.

No. 83^d.

THIS INDENTURE sheweth that we, the undersigned Chiefs and leading men of the Delaware Nation of Indians, on behalf of our tribe residing on the Moravian Reserve, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed, and do hereby agree that the aforesaid Indians of the first part, surrender, yield and give up to Her Majesty the Queen, Her heirs and successors, in trust to be sold for their benefit, the tract adjoining the River Thames, in the Townships of Zone and Orford, known as the Moravian Reserve, on the following conditions:—

Firstly: That a sufficient quantity shall be reserved for the purpose of being divided among the Indians of the first part in lots as shall be hereafter agreed upon.

Secondly: That each family to whom a farm shall be so allotted shall receive a written document giving to them and their children exclusive occupation of such lot.

Thirdly: That a house shall be built for each family who may be removed from their present farms on the tract now surrendered.

Fourthly: Any Indian family so removed shall receive the value of their improvements as appraised by a competent party.

Fifthly: The whole proceeds of the sale of the tract now surrendered shall, after deducting the expenses incurred in carrying out the above recited conditions, be held in trust for the benefit of the Indians of the first part, and their children forever.

Sixthly: The interest so arising shall be payable half yearly to the Indians of the first part.

IN TESTIMONY WHEREOF, we have affixed our hands and seals to this surrender. Dated the fifteenth day of May, one thousand eight hundred and fifty-seven, in duplicate.

Signed in our presence:

JESSE VOGLEB,
L. E. VOGLEB.

R. T. PENNEFATHER, *Supt. Genl.*
THOS. WORTHINGTON, *I. C.*
FROOME TALFOURD, [L.S.]
his
TIMOTHY x SNAKE, [L.S.]
mark.
PHILIP x JACOBS, [L.S.]
H. I. SNAKE, [L.S.]
JOHN x PETER, [L.S.]
JOHN x HUFF, [L.S.]
CONRAD x TOBIAS, [L.S.]
WILLIAM NOAH, [L.S.]
MOSES x STONEFISH, [L.S.]
his
JOHN x JACOBS, [L.S.]
mark.

JOSHUA x JACOBS,
JOHN P. x JACOBS,
C. M. STONEFISH,
EDWARD WHITEYE,

[L.S.]
[L.S.]
[L.S.]
[L.S.]

No. 84.

To the Registrar of the County of Northumberland :

A memorial to be registered pursuant to the statute in such case made and provided, of an indenture of bargain and sale, bearing date the eighth day of February, in the year of Our Lord one thousand eight hundred and thirty-nine, between John Steele, of Cobourg, in the Newcastle District and Province of Upper Canada, Esquire, and Charles George Buller, of the Township of Hamilton, near Cobourg, aforesaid, Esquire, of the one part; and Samuel Peters Jarvis, of the City of Toronto, in the Home District of the Province aforesaid, Chief Superintendent of Indian Affairs in the said Province of Upper Canada, of the other part: whereby after reciting that whereas John William Bannister, late Chief Justice of His Britannic Majesty's Colony of Sierra Leone, in Africa, but now deceased, was in his life-time and at the time of his death, hereinafter mentioned, seized or otherwise well entitled to him and his heirs in fee simple of and to certain parcels or tracts of land and hereditaments with their appurtenances, and amongst others of the lands, tenements, hereditaments and premises hereinafter mentioned and described, and hereby granted, bargained, sold or otherwise conveyed and assured or intended so to be, and whereas the said John William Bannister departed this life at Sierra Leone, aforesaid, on or about the third day of August, in the year of Our Lord one thousand eight hundred and twenty-nine, leaving Saxe Bannister, his eldest brother and heir-at-law, him surviving. And whereas the space of six months and upwards elapsed after the decease of the said John William Bannister, and no claim was made or advanced upon or against the several pieces or tracts of land, hereditaments or premises hereby granted, bargained, sold, conveyed or assured, or intended so to be, or any part thereof, whereof the legal estate in and to the same, and all right, title, power, control and authority over the said parcels or tracts of land, hereditaments and premises, with their appurtenances, became and were vested in the said Saxe Bannister, as such heir-at-law as aforesaid. And whereas the said Saxe Bannister and Mary, his wife, being desirous to make, yield and dispose of all parcels or tracts of land, hereditaments and premises, with their appurtenances whatsoever, situate in the Province of Upper Canada, of which the said John William Bannister died seized or possessed of, or in which at the time of his decease he was beneficially interested, and which became vested as aforesaid in the said Saxe Bannister as heir-at-law as aforesaid to the said John William Bannister for certain indenture of bargain and sale, bearing date on or about the twenty-sixth day of August, in the year of Our Lord one thousand eight hundred and thirty-five, did for certain considerations therein mentioned grant, bargain, sell, convey and assure to one Thomas William Parkes, of South Square, Gray's Inn, in the County of Middlesex, in the Kingdom of England, his heirs and assigns (amongst other things), the parcels or tracts of land, hereditaments and premises, with their appurtenances hereinafter described, and bargained, sold and assured or intended so to be. To have and to hold the same unto the said Thomas William Parkes, his heirs and assigns, upon trust for such person or persons, for such estates or interests, upon and for trusts, intents and purposes, and in such manner as the said Saxe Bannister by any deed or deeds, instrument or instruments in writing, under his hand and seal, or by his last will and testament, or any codicil or codicils thereto, should divide or appoint.

And whereas also by a certain other indenture of bargain and sale and conveyance bearing date on or about the twenty-eighth day of April, in the year of Our Lord one thousand eight hundred and thirty-eight and made between Thomas William Parkes of the first part, the said Saxe Bannister of the second part, and the said John Steele and Charles George Buller, of the third part; the said Thomas William Parkes, at

the request and by the direction and appointment of the said Saxe Bannister, testified by his being a party thereto and executing the same, did for certain considerations therein specified, grant, bargain, sell, transfer and convey, and by way of further assurance the said Saxe Bannister did grant, bargain, sell, transfer and convey and confirm unto the said John Steele and Charles George Buller, their heirs and assigns (amongst other things) those certain parcels or tracts of land and hereditaments, with their appurtenances, hereinafter described and hereby conveyed and assured or intended so to be, upon trusts and for ends, intents and purposes in the said last mentioned indenture of bargain and sale specified, and amongst other things as follows, that is to say: upon trust that they, the said John Steele and Charles George Buller, and the survivor of them and the heirs and assigns of such survivor, or any attorney by them or him lawfully authorized in that behalf, at and upon their or his own proper direction and authority, without any further or other consent or concurrence of or by the said Thomas William Parkes and Saxe Bannister or either of them, their or either of their heirs therein, is hereby given or expressed, should immediately upon the sealing and delivery of these presents, or at any time or time hereafter whenever the said John Steele and Charles George Buller, or the survivors of them or the heirs or assigns of such survivor, shall think fit, make, yield and absolutely dispose of all and every the said pieces, parcels or tracts of land, hereditaments and premises either together in one lot or parcel or separately in several lots or parcels, and either by public or private contract, or partly by public sale and partly by private contract, and for price or prices or sum or sums of money as the said John Steele and Charles George Buller and the survivor of them and the heirs and assigns of such survivor, or any attorney by them or the survivor of them appointed shall think reasonable and proper. It is witnessed that the said John Steele and the said Charles George Buller for and in consideration of the sum of four hundred pounds lawful money of Upper Canada to them by the said Samuel Peters Jarvis in hand well and truly paid at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, conveyed and confirmed, and by these presents do grant, bargain, sell, transfer, convey and confirm unto the said Samuel Peters Jarvis, his heirs and assigns forever, all that certain parcel or tract of land situate, lying and being in the Township of Otonabee, in the County of Northumberland and District of Newcastle, containing by admeasurement four hundred acres, be the same more or less, being composed of lots number four and five in the south Concession of the said Township of Otonabee, together with all the hereditaments and appurtenances thereto belonging, and their reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand whatsoever, either at law or equity, of them the said John Steele and Charles George Buller, of, in, to or out of the same, and every part and parcel thereof with the appurtenances. To have and to hold the same, with the appurtenances, unto the said Samuel Peters Jarvis, his heirs and assigns, to the only proper use, benefit and behoof of the said Samuel Peters Jarvis, his heirs and assigns for ever, but in trust nevertheless for the use and benefit of the Mississagua tribe of Indians of Kingston and the Bay of Quinté and their posterity for ever, and in which said indenture is a covenant that they, the said John Steele and Charles George Buller, had full power and authority to grant, alien, release and convey the said land and premises therein mentioned freed and discharged of and from all manner of incumbrance, excepting any the reservations, limitations and conditions expressed in the original grant from the Crown, and that they the said John Steele and Charles George Buller, and the survivor of them and the heirs and assigns of such survivors, and all persons lawfully or equitably claiming by, from, through or under them or either of them, shall at every reasonable request and the costs and charges of the said Samuel Peters Jarvis, his heirs and assigns, make, do and execute all such lawful acts and deeds for the better assuring the said land and premises to the said Samuel Peters Jarvis, his heirs and assigns, in trust as aforesaid, as by any of them or any of their counsel learned in the law shall devise, advise and require, which said indenture is

witnessed by George Strange Boulton, of Cobourg, in the Newcastle District aforesaid, Esquire, and is hereby required to be registered by one of the grantors therein named.

Witness my hand and seal this twenty-first day of August, in the year of Our Lord one thousand eight hundred and thirty-nine.

Signed and sealed in }
the presence of }

G. S. BOULTON,
R. M. BOUCHER,

C. G. BULLER, [L.S.]

George Strange Boulton, of the Town of Cobourg, Esquire, maketh oath and saith that he was present and saw the within named grantors John Steele and Charles George Buller duly execute the indenture to which the within memorial relates, as also that he was present and saw the within named Charles George Buller duly execute the said memorial, and that he, the deponent is a subscribing witness to both instruments.

Sworn before me at Cobourg }
aforesaid the 21st day of }
August, 1839.

R. M. BOUCHER,
Dep. Regr.

G. S. BOULTON.

I certify that the affidavit required by law was by me duly administered to George Strange Boulton, a subscribing witness to the within, as well as to the indenture to which it relates.

R. M. BOUCHER,
Dep. Regr.

Registered 26th August, at 11 a.m., Liber M., Folios 11, 12, 13, 14, Memorial No. 5622.

R. M. BOUCHER,
Dep. Regr.

Nos. 85 and 86.

THIS INDENTURE sheweth that we, the undersigned Chiefs and Principal Men of the Chippewa Tribe of Indians residing on Walpole Island, in the St. Clair River, in the Province of Canada, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that the said Indians of the first part surrender and yield up to Her Majesty the Queen and Her successors in office all their right, title and property of and to a certain island situate, lying and being at the upper part of the River Detroit, called "Peach Island," to the end that the same may be sold for our benefit.

IN TOKEN WHEREOF we have hereunto affixed our hands and seals to this surrender this twenty-first day of July, 1857, in full Council at Walpole Island, River St. Clair, C. W.

Signed and sealed in our presence
being first read and explained.

ANDREW JAMIESON, *Missionary*,
PETER JACOBS, *Interpreter*,
W. R. BARTLETT,

Witness to the signatnes of Mr. Pennefather and Mr. Worthington.

R. T. PENNEFATHER, *Supt.-General*.
THO. WORTHINGTON, *I. C.*,
FROOME TALFOURD, *S.I.A.* [L.S.]
PETER WEGEZHIG, (totem)
OSHUK-WUH-NOO (totem)
KAH-YAH-GE-WAUSH (totem)
NAWUH-JE-GEZHIG, (totem)

THOMAS BUCKWHEAT, (totem)
 SHOW BOGEZHIG, (totem)
 PAH-EENCE, (totem)
 FREDERICK FISHER, (totem)
 PAH-DUH-SUNC, (totem)
 MESHUK-GWAK-NUH-AM, (totem)

NA-TUK-WAUSH, (totem)
 KAH-YAUSHK, (totem)
 PA-SHAK-NUH-QUODT. (totem)

Recorded 2nd September, 1857, Lib. C. S., Fol. 173.

THO. AMIOT,
Deputy Registrar.

CROWN LAND DEPARTMENT,
 TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received No. 19, page 178.

THIS INDENTURE sheweth that we, the undersigned Chiefs and Principal Men of the Chippewa Tribe of Indians residing on Walpole Island, in the River St. Clair, in the Province of Canada, of the first part, and Richard Theodore Pennefather, Thomas Worthington and Froome Talfourd, Esquires, acting on behalf of the Indian Department, of the second part, have agreed and do hereby agree that we, the said Indians of the first part, surrender and yield up to Her Majesty the Queen and Her successors in office, all our right, title and property of and to a certain island situate, lying and being in the River St. Clair, and called Keshebahahnelegoo Menesha, to the end that the same may be sold for our benefit.

IN TOKEN WHEREOF, we have hereunto affixed our hands and seals to this surrender this twenty-first day of July, 1857, in full council at Walpole Island, River St. Clair, C. W.

Signed, sealed and delivered in }
 our presence, being first read
 and explained:

ANDREW JAMIESON,
Missionary,

PETER JACOBS,
Interpreter.

W. R. BARTLETT,

Witness to the signatures of Mr. Pennefather and Mr. Worthington.

R. T. PENNEFATHER, *Supt. Genl.*,
 THOS. WORTHINGTON, *I.C.*,
 FROOME TALFOURD, *S.I.A.*, [L.S.]
 PETER WEGEZHIG, (totem)
 OSHUH-WUH-NOO, (totem)
 KAH-YAH-GE-WAUSH, (totem)
 NAWUH-JE-GEZHIG, (totem)
 THOMAS BUCKWHEAT, (totem)
 SHOW BOGEZHIG, (totem)
 PAH-EENCE, (totem)
 FREDERICK FISHER, (totem)
 PAH-DUH-SUNG, (totem)
 MESHUH-GWAH-NUH-AM, (totem)
 NA-TUH-WAUSH, (totem)
 KAH-YAUSHK, (totem)
 PA-SHAK-NUH-QUODT. (totem)

Recorded 2nd September, 1857, Lib. C.S., Fol. 171.

THO. AMIOT,
Depty. Regr.

CROWN LAND DEPARTMENT,
 TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received No. 19, page 177.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 28th August, 1857, approved by His Excellency the Administrator in Council on the following day.

On a report from the Superintendent General of Indian Affairs, submitting for approval two deeds of surrender executed by the Chippewas of the River St. Clair, respectively dated 21st July, 1857, yielding up all their right and title to a certain island called Keshebahahnelegoo Menesha, in the River St. Clair, and a certain other island called "Peach Island," at the upper part of the River Detroit, to the end that the same may be sold for their benefit.

The Superintendent General observes that these surrenders contain no stipulation other than that the lands may be sold for the benefit of the band surrendering, and he conceives that it would be well to take care that these islands should not pass into the hands of others than British subjects.

The Committee recommend that the surrenders be accepted and enrolled in the offices of the Provincial Registrar and of the Commissioner of Crown Lands.

Certified.

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

Recorded 2nd September, 1857, Lib. C. S., Fol. 171 and 3.

THO. AMIOT,
Depty. Regr.

CROWN LAND DEPARTMENT,
TORONTO, 10th September, 1857.

Entered upon the records of this Department in letters received, No. 19, page 178.

No. 87.

THIS INDENTURE, made the twenty-ninth day of November, in the year of Our Lord one thousand eight hundred and forty-three, between William Benjamin Robinson, of Saint Catherines, in the District of Niagara, Esquire, and Eliza, his wife, of the one part; and Her Most Gracious Majesty Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part. Witnesseth: that for and in consideration of the sum of two hundred and sixty-seven pounds seven shillings and six pence of lawful money of the Province of Canada to the said William Benjamin Robinson, in hand paid by Her said Majesty at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) he, the said William Benjamin Robinson, hath granted, surrendered and yielded up, and by these presents doth grant, surrender and yield up unto Her said Majesty Queen Victoria, Her heirs and successors, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Rama, in the District of Simcoe, containing by admeasurement seven hundred and thirteen acres, be the same more or less, being composed of lots numbers twenty-six and twenty seven in the front concession on Lake Couchiching, containing one hundred and eighty three acres, and lot number forty-six, in the said front concession on Lake Couchiching, containing eighty acres, more or less; reserving one chain for road along the shore of each lake with free access to the beach for all vessels, boats and persons. Also, being composed of lots numbers fifteen and sixteen in the sixth concession, containing two hundred and fifty acres, and lot number sixteen, in the seventh concession, containing two hundred acres, all in the said Township of Rama, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold the same, with the appurtenances, freed and discharged from all incumbrances whatsoever, unto Her said Majesty Queen Victoria, Her heirs and successors, to the sole and only use, benefit and behoof of Her said Majesty Queen Victoria, Her heirs and successors for ever, upon trust, nevertheless, and to and for the use and purpose hereinafter mentioned, that is to say: upon trust to hold the same for the use of the Chippewa Tribe of Indians of Lake Simcoe, of which William Yellowhead is the Chief, residing with his tribe at Rama, in the District of Simcoe aforesaid, and the said William Benjamin Robinson, doth hereby for himself and his heirs, covenant, promise and agree to and with Her said Majesty Queen Victoria, Her heirs and successors in manner following (that is to say): That he, the said William Benjamin Robinson, at the time of the ensembling and delivery hereof, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple of and in the lands, tenements, hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservations, limitations, provisos or conditions, or any other matter or thing to alter, charge, change, incumber or defeat the same. And also, that he, the said William Benjamin Robinson, now hath in himself good right, full power and lawful and absolute authority to grant, surrender and yield up the said lands, tenements, hereditaments and premises, and every part and parcel thereof, with the appurtenances, unto Her said Majesty Queen Victoria in manner and form aforesaid. And lastly, that the said William Benjamin Robinson and his heirs, and all and every other person or persons whomsoever having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust, of, in, to or out of the lands, tenements, hereditaments or premises hereby conveyed as aforesaid or intended so to be, with their appurtenances, or any part thereof, by, from or under or in trust for him, the said William Benjamin Robinson, or his heirs, shall and will, from time to time, and at all times, at the proper costs and charges in the law of Her said Majesty, Her heirs and successors, make, do, suffer or execute, or cause, or procure to be made, done, suffered or executed all and every such further reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto Her said Majesty Queen Victoria, Her heirs and successors, as by Her said Majesty, Her heirs or successors, shall be lawfully and reasonably devised, advised or required.

AND KNOW YE FURTHER, that the said Eliza, the said wife of the said William Benjamin Robinson, in consideration of the premises and also in consideration of the further sum of five shillings of lawful money aforesaid to her by Her said Majesty in hand well and truly paid at or before the ensembling and delivery hereof (the receipt whereof is hereby acknowledged) hath remised, released and forever relinquished and quitted claim, and by these presents doth remise, release and forever relinquish and quit claim unto Her said Majesty Queen Victoria, Her heirs and successors, all dower and all right and title thereto which she the said Eliza the said wife of the said William Benjamin Robinson, now hath or in the event of surviving her said husband can or may, or could, or might hereafter in anywise have or claim, whether at common law or otherwise howsoever, of, in, to or out of the lands, tenements, hereditaments and premises hereby conveyed or hereinbefore mentioned or intended so to be conveyed, with the appurtenances, or any part or parcel thereof.

IN WITNESS WHEREOF, the said William Benjamin Robinson and Eliza his wife have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered }
 in presence of: }
 GEO. PRESCOTT,
 CATH. THOMSON.

W. B. ROBINSON,
 A. E. ROBINSON.

Nos. 88, 89, 90.

REGISTRY OFFICE, W. NORTHUMBERLAND,
COBOURG, 27th October, 1870.Hon. JOSEPH HOWE,
Chief Superintendent Indian Affairs,
Ottawa.

SIR,—I have the honor to enclose you herewith certified copies of three deeds from G. S. Boulton to Samuel P. Jarvis of lands in the Township of Alnwick in trust for the Indians. Besides the lands mentioned in these, lot number seven (7) and the west half of lot number sixteen in the second Concession of Alnwick appear to have been deeded to the Indians, but were surrendered to the Crown by Samuel P. Jarvis, Chief Superintendent, on the 20th February, 1845. These are the only lands in the Township of Alnwick which appear to have been deeded in trust for the Indians, according to the books in this office.

I have the honor to be, Sir,
Your obedient servant,
JOHN GAULT,
Deputy Registrar.

A Memorial to be registered pursuant to the statute in such case made and provided of a deed poll, bearing date the seventeenth day of May, in the year of Our Lord one thousand eight hundred and forty-two.

Between George Strange Boulton, of the Town of Cobourg, in the Newcastle District, Esquire, of the one part, and Samuel Peters Jarvis, of the Town of Kingston, in the Midland District, Esquire, Superintendent of Indian Affairs, of the other part. Whereby the said George Strange Boulton, for and in consideration of the sum of one hundred and fifty pounds of lawful money of Canada to him in hand paid by the said Samuel Peters Jarvis, the receipt whereof is thereby acknowledged, did surrender and yield up unto Her Majesty Her heirs and successors forever, all his right, title, estate and interest of, in, to and out of that certain parcel or tract of land and premises situate, lying and being in the Township of Alnwick, in the County of Northumberland, in the district aforesaid, containing by admeasurement two hundred acres to be the same more or less, being composed of lot number nineteen in the first concession of the said Township of Alnwick.

To have and to hold the same unto Her Majesty, Her heirs and successors forever, in trust for the tribe of Mississagua Indians formerly of Kingston and the Bay of Quinté in the Midland District, but now settled in Alnwick aforesaid. Which said indenture is witnessed by Richard Ruttan, of the Town of Cobourg, gentleman, and D'Arcy Edward Boulton of the same place, Esquire, and this memorial thereof is required to be registered by me, the grantor.

Witness my hand and seal this seventeenth day of May in the year of Our Lord one thousand eight hundred and forty-two.
In presence of:

D. E. BOULTON,
R. RUTTAN.

G. S. BOULTON. [LS]

COUNTY OF NORTHUMBERLAND. }
To Wit:

Richard Ruttan, of the Town of Cobourg, gentleman, maketh oath and saith that he was present and saw the within named grantor, George Strange Boulton, duly execute the within memorial, as well as the indenture to which it relates.

Sworn before me at Cobourg this }
6th day of July, A.D., 1842. }

R. RUTTAN.

T. STEWART LANE,
Dep. Regr.

Registered 6th July, A.D. 1842, at 10 a.m., Liber N, Folio 526, Memorial 671.

T. STEWART LANE,
Dep. Reqr.

I certify that the affidavit required by law was by me duly administered to Richard Ruttan, subscribing witness to the within memorial as well as to the indenture to which it relates.

T. STEWART LANE,
Dep. Reqr.

REGISTRY OFFICE, WEST RIDING, }
COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office.

Witness my hand and seal of office this 27th day of October, A.D. 1870.

JNO. GAULT,
Dep. Reqr.

[L.S.]

A Memorial to be registered pursuant to the statute in such case made and provided of a deed bearing date the third day of August, in the year of Our Lord one thousand eight hundred and forty-two, between George Strange Boulton, of the Town of Cobourg, in the Newcastle District, Esquire, of the one part, and Samuel Peters Jarvis, of the Town of Kingston, in the Midland District, Esquire, Chief Superintendent of Indian Affairs, of the other part.

Whereby the said George Strange Boulton, for and in consideration of the sum of one hundred and fifty pounds of lawful money of the Province of Canada, to him in hand paid by the said Samuel Peters Jarvis, the receipt whereof is thereby acknowledged, did surrender and yield up unto Her Majesty, Her heirs and successors forever, all his right to the estate and interest of, in, to and-out of that certain parcel or tract of land and premises situate, lying and being in the Township of Alnwick, in the County of Northumberland, and in the district aforesaid, containing by admeasurement two hundred acres, be the same more or less, being composed of lot number eighteen in the first concession of the said Township of Alnwick. To have and to hold the same unto Her Majesty, Her heirs and successors forever, in trust for the Tribe of Mississagua Indians, formerly of Kingston and the Bay of Quinté, in the Midland District, but now settled in Alnwick aforesaid, and to their posterity forever.

Which said indenture is witnessed by Richard Ruttan, of the Town of Cobourg, gentleman, and D'Arcy Edward Boulton, of the same place, Esquires, and this memorial thereof is required to be registered by the said grantor.

Witness my hand and seal this third day of August, in the year of Our Lord one thousand eight hundred and forty-two.

Signed and sealed in }
presence of: }

R. KUTTAN.
D. E. BOULTON.

G. S. BOULTON. [LS]

COUNTY OF NORTHUMBERLAND. }
 To Wit:

Richard Ruttan, of the Town of Cobourg, gentleman, maketh oath and said, he was present and saw the within named grantor, George Strange Boulton, Esquire, duly execute the within memorial (as well as the indenture to which it relates) for registry thereof.

Sworn before me at Cobourg in }
 Newcastle District, this 9th }
 day of November, 1842. }

R. RUTTAN.

G. S. BOULTON,
Registrar.

Registered this 18th day of November, 1842, in Liber N., Folio 692, Memorial No. 6820, at the hour of 11 a.m.

JAMES CAMERON,
Deputy Registrar.

I certify that the within memorial is duly registered on the affidavit of R. Ruttan, the subscribing witness to the within, as well as to the indenture to which it relates, as taken before G. S. Boulton, Registrar, 3rd August, 1842.

JAMES CAMERON,
Deputy Registrar.

REGISTRY OFFICE, WEST RIDING }
 COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office. Witness my hand and seal of office this 27th day of October, A.D. 1870.

JNO. GAULT,
Deputy Registrar.

[L.S.]

A Memorial to be registered pursuant to the statute in such case made and provided of a deed of surrender to Her Majesty Queen Victoria, made by George Strange Boulton, of the Town of Cobourg, in the District of Newcastle and Province of Canada, Esquire, bearing date the twelfth day of July, in the year of Our Lord one thousand eight hundred and forty-three, whereby the said George Strange Boulton, for and in consideration of the sum of one hundred pounds of lawful money of the said Province, to him in hand well and truly paid by Samuel Peters Jarvis, of the Town of Kingston, in the said Province, Esquire, Chief Superintendent of Indian Affairs, the receipt whereof was thereby acknowledged, did surrender and yield up unto Her said Majesty, Her heirs and successors, all the estate, right, title and interest of him the said George Strange Boulton of, in and to lot number six, in the second concession of Alnwick in the said district, containing by admeasurement two hundred acres, be the same more or less. To hold the same with the appurtenances freed and discharged from all incumbrances whatsoever unto Her Majesty, Her heirs and successors forever, in trust, nevertheless, for the Tribe of Mississagua Indians formerly of Kingston and Bay of Quinté in the Midland District, now settled in Alnwick aforesaid, and their posterity, which said deed of surrender is witnessed by Richard Ruttan, of the said Town of Cobourg, gentleman, and William Henry Floyd, of the same place, gentleman, and this memorial thereof is hereby required to be registered by me the grantor therein named.

As witness my hand and seal at Cobourg, aforesaid, this 12th July, 1843.

Signed, sealed and delivered in }
 presence of }

G. S. BOULTON. [L.S.]

WILLIAM H. FLOYD,
 R. RUTTAN.

Richard Ruttan, of the Town of Cobourg, in the Newcastle District, gentleman, maketh oath and sayeth: that he was present and saw the within named George S. Boulton duly execute the indenture to which this memorial relates, also this memorial for registry thereof, and that he, this deponent, is a subscribing witness to both instruments which were execut^d at Cobourg aforesaid.

Sworn before me at Cobourg, }
 this 13th day of July, 1843. }

R. RUTTAN.

R. M. BOUCHER,

A Comm. Q. B. for Newcastle District..

Registered 13th July, 1843, at 10 a.m. in Liber. O., Folio 154, memorial number 7024.

JAMES CAMERON,
Deputy Registrar.

I hereby certify that the within memorial is duly registered on the affidavits of Richard Ruttan, a subscribing witness to the within, as well as to the indenture to which it relates, as sworn before R. M. Boucher, Commissioner Q. B., at Cobourg, 13th July, 1843.

JAMES CAMERON,
Deputy Registrar.

REGISTRY OFFICE,
 WEST RIDING, }
 COUNTY OF NORTHUMBERLAND. }

I certify that the within is a true copy of an instrument found of record in this office.

Witness my hand and seal of office at Cobourg this 27th day of October, A.D. 1870.

[L.S.]

JNO. GAULT,
Deputy Registrar.

No. 91 (A).

We, the undersigned Chiefs and Warriors of the Batchewananny and Gourelais Bay Bands of Indians, acting for and on behalf of our respective bands, do hereby surrender and yield up for ever in trust to Her Most Gracious Majesty the Queen, Her heirs and successors, in consideration of the conditions hereinafter set forth, the lands reserved for us under the treaty made in the year 1850, namely: "The tract of land extending from Wanabekinegunning, west of Gros Cap, to the boundary of the lands ceded by the chiefs of Lake Superior and inland ten miles throughout the whole distance including Batchewananny Bay."

The conditions of this present surrender are as follows:—

I°. We retain the small islands at the Sault Ste. Marie reserved in 1850.

II°. The tract now ceded to be sold for our benefit and the interest accruing therefrom to be annually divided among us.

III°. Each family as at present constituted to receive forty acres on the Garden River Reserve, for which a writing establishing the individual right of occupation will be given.

IV°. Any family so desiring may purchase eighty acres of land now ceded at the upset price and on the conditions established by Government.

V°. Twelve hundred dollars are to be divided among the bands surrendering on the approval of this treaty by His Excellency the Governor General in Council.

VI°. Such approval to be the final ratification of the treaty.

VII°. Such of us as have made improvements on the ceded land to receive the value of such improvements when appraised by a competent surveyor.

In token whereof, we have hereto set our names and marks after the treaty had been duly read over and explained to us, this ninth day of June, one thousand eight hundred and fifty-nine, at Gros Cap, Lake Superior.

Witnesses to the above signatures:
 R. T. PENNEFATHER, *Supt. Gen.*,
 GEO. IRONSIDE, *S. I. Affairs*,
 ROBERT LAW OGLVY,
 F. ASSIKINACK, *Interpreter*:

JOSEPH x NABAHNAGOOJING, (totem)
Chief, Sault Ste. Marie and Goulais Bay,
 EDWARD x NABAHNAGOOJING, (totem)
 MEKAHDAOKWAHNAHYA, (totem)
 MAZHUKEYNOSH, (totem)
Chief Batchewan.
 LOUISON x NABAHNAGOOJING, (totem)
 WAHBEGHUKWA, (totem)
 SAUSWÉ NABAHNAGOOJING, (totem)
 AHPAUKWAUSH, (totem)
 ROBERT x WAUBOOGE, (totem)
 ELEXIS x BIRON,
 PIERRE x LESAGE, (totem)
 HANAUSH, (totem)

Original surrender returned to Ex. Council Office 29th July, 1859.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,
Dep. Reqr.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 22nd July, 1859.

The Committee have had under consideration a report dated 21st June, 1859, from the Superintendent General of Indian Affairs, submitting for the consideration of Your Excellency in Council three surrenders of Indian reserves on Lake Superior and Lake Huron, viz.:—

I°. That at Batchewananny Bay and Goulais Bay.

II°. Part of that at Garden River.

III°. That at Thessalon River.

The Superintendent states that the terms of all three treaties are nearly identical.

The conditions are:

1. The sale of the land for the benefit of the parties surrendering.
2. The allotment on the new Garden River Reserve of forty acres to each family as at present constituted, and the issue of licenses of occupation of such lots.
3. The privilege of purchasing at the upset price eighty acre lots in the surrendered tracts when the land shall be brought into the market.
4. Such as have made improvements from which they will be removed to receive the appraised value of the same.
5. Two thousand nine hundred dollars to be divided among them at once, in the following proportions: twelve hundred dollars to the Batchewananny and Goulais Bay Bands, twelve hundred to those at Garden River and five hundred to those residing on the Thessalon Reserve.

6. The treaty not to be considered final until ratified by the Governor in Council.

That in the case of the Garden River Reserve, the right of passage along the river through the reserve is conceded, it being understood that there is valuable timber in the interior beyond the reserve, the readiest access to which is by the river. That the Batchewananny Indians only reserve the small island at the Sault Ste. Marie used by them as a fishing station. That the Garden River Band have conceded about three-fourths of their reserve, including the rich mineral deposits near Echo Lake.

That they have also invited all the bands on the north shore of Lake Huron to join them, so that the Superintendent General anticipates that there would be but little difficulty in obtaining further surrenders from these scattered tribes. Looking to the welfare of the Indians, he considers concentration as highly important.

He also observes that Mr. George Johnson, who interpreted for the Hon. W. B. Robinson, in 1850, agrees with Mr. Keating in stating that he explained to the Batchewananny Indians that their reserve was to cover three hundred square miles. The Superintendent General therefore submits that this interpretation should be adhered to at the present time.

He further states that the Batchewananny Bay Indians also request that they may be allowed \$80 to buy a yoke of oxen and implements to commence their farms on the Garden River Reserve, and he expresses a hope that the Government will grant this favour, and make them this small donation, to stimulate them to exertion, urging at the same time that these treaties should be ratified without delay in order that the Indians may receive the money at once.

The Committee recommend that the surrenders be accepted and enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands, but that such acceptance be upon and subject to the conditions of the report of the Commissioner of Crown Lands which accompanies the report of the Superintendent of Indian Affairs, viz.: that the sums proposed to be advanced to the several tribes of Indians be advanced accordingly, to be charged against the proceeds of the sales of the several tracts respectively, not, however, at present admitting that the Indians are entitled to the extent of land claimed by them at Batchewananny, inasmuch as the Commissioner, the Honorable William B. Robinson, by whom the original treaty was made, disputes the accuracy and justice of this claim and the interpretation of the treaty as given by Messrs. Johnston and Keating.

Certified.

WM. H. LEE,
C.E.C.

DEPARTMENT OF THE SECRETARY OF STATE,
REGISTRAR'S BRANCH, OTTAWA, 8th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C. S., Folio 200.

HECTOR. L. LANGEVIN,
Secretary of State and Registrar General of Canada.

No. 91 (B).

We the undersigned Chiefs and Warriors of the Garden River Indians, acting for and on behalf of our band, do hereby surrender and yield up to Her Most Gracious Majesty the Queen, in trust for our benefit, the part of our reserve herein-after described, on the following conditions:—

1. We surrender the land reserved for us by the treaty of 1850, namely the tract of land extending "from Maskinongé Bay, inclusive, to Partridge Point, above Garden River, on the front, and ten miles inland throughout the whole distance, also Squirrel Island," but retaining for ourselves that part of it which is bounded by a line starting from the centre point of the western boundary of such tract and running east to Garden River; thence to Onegahmeeny, on Echo Lake; thence following the bank of Echo Lake down the right bank of the river to the front and along to the front to the aforesaid western boundary, and following it to the place of beginning, also Squirrel Island.

2. The land now surrendered to be sold for our benefit, and the interest accruing from the invested proceeds of such sales to be annually divided among us.

3. The sum of twelve hundred dollars to be distributed among us on the acceptance of this treaty by His Excellency the Governor General in Council.

4. Such acceptance to be the final ratification of the surrender.

5. Each family as at present constituted to have a lot of forty acres within the reserve, for which they shall receive a writing securing the right of occupation by such individuals.

6. Such as desire it to have the liberty to purchase eighty acres of the surrendered tract at the upset price and on the conditions fixed by the Government.

7. The right of passage along Garden River to be free to the whites.

IN TOKEN WHEREOF, we have hereto set our names and marks this tenth day of June one thousand eight hundred and fifty-nine, after it had been duly read over and explained to us at Garden River.

Witnesses to the signatures.

R. T. PENNEFATHER,
Supt. Gen'l.

GEO. IRONSDALE, *S.I.A.*

ROBERT LAW OGILVY,

F. ASSIKINACK, I. x.

THOMAS x OGISTA (totem),
HENRY x PAHGWAHGENINE (totem),
WILLIAM x SHINGWAHCOOCE,
JOHN x BELL,
JACOB x WAUBEMAMA,
JEAN BAPTISTE x ZHEBAHGEZHIG,
—— x LOUISON,
JOHN x USKIN,
GEORGE x MENESSINO,
JOHN OGISTA,
JARVIS x OGISTA,
WILLIAM x PAHGWAHJININE,
JOHN x WEEGWOSS,
PETER x JONES,
JAMES x MAHGEZAHNEKWA,
AHSSINEES x MAHGEZAHNEKWA,
CHARLOS x BAMAHSUNG,
—— x MADWAYOSH,
—— NANAHBOOZHO,
LOUISON x CADOTTE,
CHARLES x CADOTTE,
—— x OGEHAHBNANISSEE,
MICHELL x CADOTTE,
MICHELL x OBIKUK,
SHAWSEN x AGWAHODA,
JOSEPH x BIRON,
CHARLES x NATAHWAUSH,
PETER x BELL,
WILLIAM x BELL,
JOSEPH x BELL,
JOHN JOHN x BELL, Jr.,
PAUL x SAWKOTA,
—— x SAWGAHJIWAOSAINCE,
WILLIAM x SHEBAHGEZHIG,
JAMES NAHWEGEZHIG.

29th July, 1859.

Original surrender returned to the Ex. Council office.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,
Dep. Regr.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 26th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C. S., Folio 201.

HECTOR L. LANGEVIN,
Secretary of State and Registrar General of Canada.

No. 91 (C.)

We, the undersigned Chief and members of the Thessalon River Band of Indians, acting for and on behalf of our whole band, do hereby surrender and yield up to Her Most Gracious Majesty the Queen, in trust, the whole of the land reserved for us under the Treaty of 1850, on the following conditions:—

1. The land now surrendered to be sold for our benefit and the interest accruing from the invested proceeds of such sales to be annually distributed among us.

2. The sum of five hundred dollars to be divided among us upon the acceptance of this surrender by His Excellency the Governor General in Council.

3. We agree to remove to the reserve at Garden River, where each of our families as at present constituted is to receive a lot of forty acres. For each such lot a writing will be given securing the right of occupation to the individual.

4. Such as desire it, to have the privilege of purchase each a lot of eighty acres of the tract now surrendered at the upset price and on the terms laid down by the Government.

5. Such as have made improvements on our reserve at Thessalon River to receive the value of our improvements as appraised by a competent surveyor.

6. The acceptance of this surrender by His Excellency the Governor General in Council to be the final ratification of this treaty.

IN TOKEN WHEREOF, we have hereto set our names and marks after the treaty had been duly read over and explained to us at Bruce Mines, this eleventh day of June, one thousand eight hundred and fifty-nine.

Witnesses to the signatures.

R. T. PENNEFATHER,
Superintendent General.
GEO. IRONSIDE,
Affairs.
ROBERT LAW OGILVY,
F. ASSIKINACK, *I. D.*

AHYAKWAHKWAHMIG (totem),
KEZHEGUT (totem),
AHZHAWEGEZHIG (totem),
JOSEPH x BABAHMESAY,
x PENASHE,
x NAYAHNAHWUD,
x JAHCHEGWA,
x AHSSINAHBIKOKWA,
x NEBENAGEZHEGOKWA,
x NAHAHGAHMEKWA,
x EKWAISH,
x PEJEWKWA,
x ODAHYAUNDAUBEKWA,
x WANOOGZHIG,
x AHSHAUGASHEE,
x NAHMAWISHKISH.

29th July, 1859.

Original surrender returned to the Ex. Council Office.

WM. KENT.

Recorded 28th July, 1859.

WM. KENT,
Deputy Registrar.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 26th August, 1868.

I hereby certify the within to be a true and faithful copy of the record of the original surrender as entered in Lib. C. S., Folio 203.

HECTOR L. LANGEVIN,
Secretary of State and Registrar-General of Canada.

No. 92.

To all to whom these may concern:

Be it known that we, the Chiefs and Principal Men of the Chippewa Indian Tribe residing at and resorting to Fort William, do hereby, on our own behalf and that of our people and their posterity, surrender to Our Gracious Mother the Queen of England, Her heirs and successors, all and singular that portion of our reserve on the Kaministagua River, on the north shore of Lake Superior, about two miles up the stream from Fort William, commencing on the south bank of the said River Kaministagua, at the line recently laid out by Mr. Herrick as dividing lots ten and eleven, shown by the annexed plan; thence following said river north-westward against the current to the north-western boundary of our said reserve; thence following the outlines of said reserve to a small lake situate on its south side to a point produced by the line already mentioned as dividing lots ten and eleven, and thence following said line to the place of beginning, containing a superficial area of about five thousand acres of land, be the same more or less. To have and to hold the said parcel of land and premises, with all its appurtenances, unto Her said Majesty, Her heirs and successors forever; for the purpose of being forthwith surveyed and sold for our use and benefit.

And we further agree that the proceeds from the sale of the said land may be invested in good securities, in order that the interest arising therefrom may be paid to us and our posterity annually forever.

We make this surrender freely and deliberately, after a full consultation with all those who have a common interest with ourselves, and subject to no conditions whatever, excepting the payments already named when the land shall be sold, and also a copy of this instrument and the annexed plan of survey, so soon as our Father the Governor General shall or will approve the same.

In Testimony Whereof, we hereunto affix our totems and marks at Fort William the fifth day of July, one thousand eight hundred and fifty-nine.

Signed, sealed and delivered in open council, in presence of:

S. Y. CHESLEY,
Asst. Supt. Genl. Indn. Dept.,

GEO. JOHNSTONE,
Interpreter,

JOHN MCINTYRE,
H. B. C. Services.

JAMES DICK,
Master Steamer "Rescue."

JNO. W. KERS,
Northern Express Capt..

JOHN EUNSON,
Mt. C. E.

W. H. EDMONDS.

WILLIAM TULEISHGOGIZIKWEEHGONG,
Christian Chief. [L.S.]

IOJO NANEBOW, x
Pagan Chief, [L.S.]

SHEBAGHEEZIK, x
Christian Chief, [L.S.]

JOHN ILLOINOI x
Christian Chief, [L.S.]

TOUNGAUP, x [L.S.]

JOSEPH FAIGNEENT, x [L.S.]

J. BT. COWCOWKANCE, x [L.S.]

ANDRÉ AKBIE, x [L.S.]

LOUI SHAWANEBENANCE, x [L.S.]

JOE SHEBAGHEEZICK, x [L.S.]

METASUKANESKUNG, x [L.S.]

SHAWANEBENANCE, x [L.S.]

DAVID MICHIKIBINAISE, x [L.S.]

SAUL NI-SO-BI, [L.S.]

J. BT. KEALOSEAN, x [L.S.]

SOLOMON, x [L.S.]

1-10-187

THE

OF THE

TOWNSHIP

OF

NEE-BING

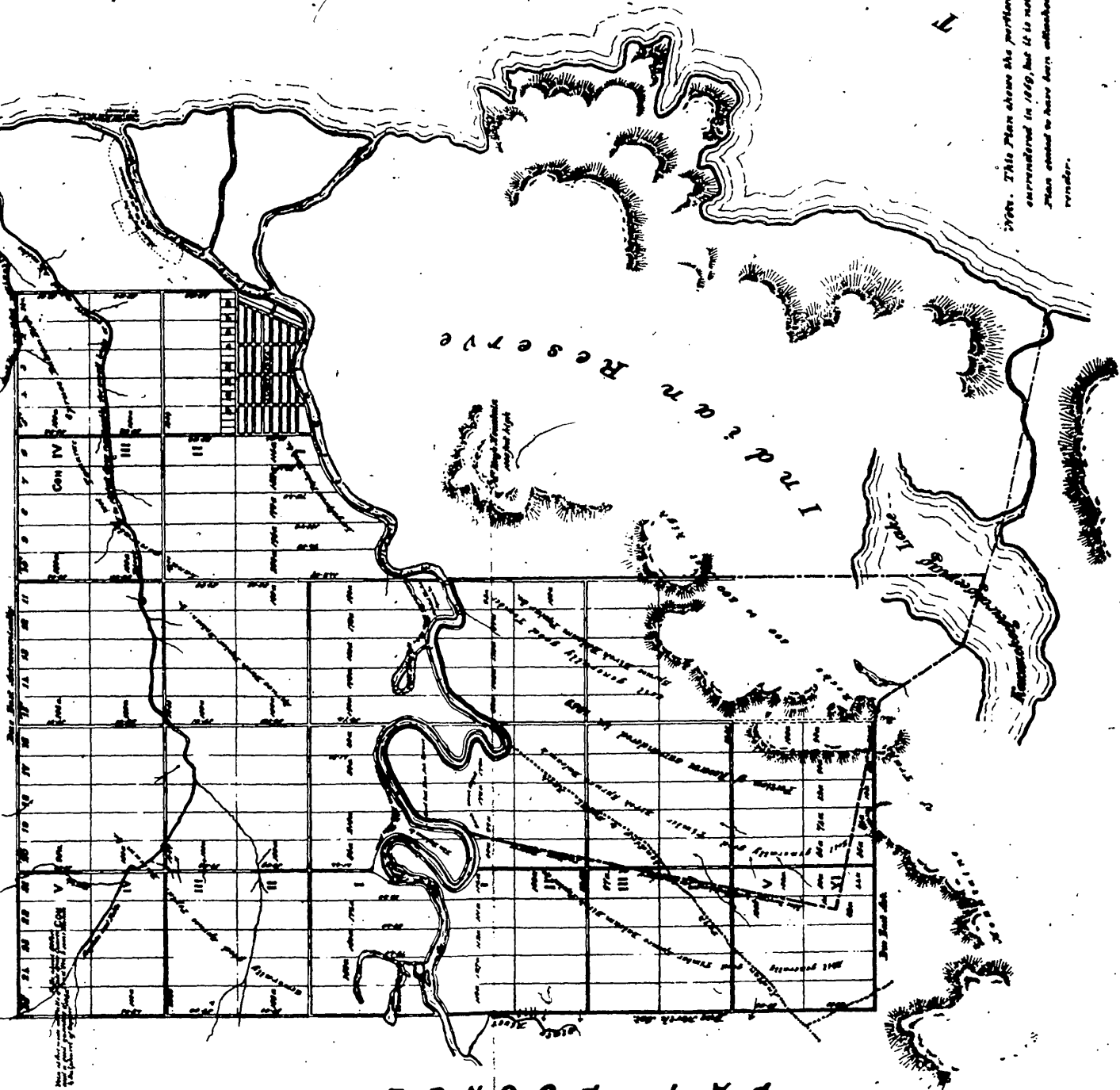
Department of Crown Lands
Quebec June 1861

Approved

Amos Maxwell
Commissioner

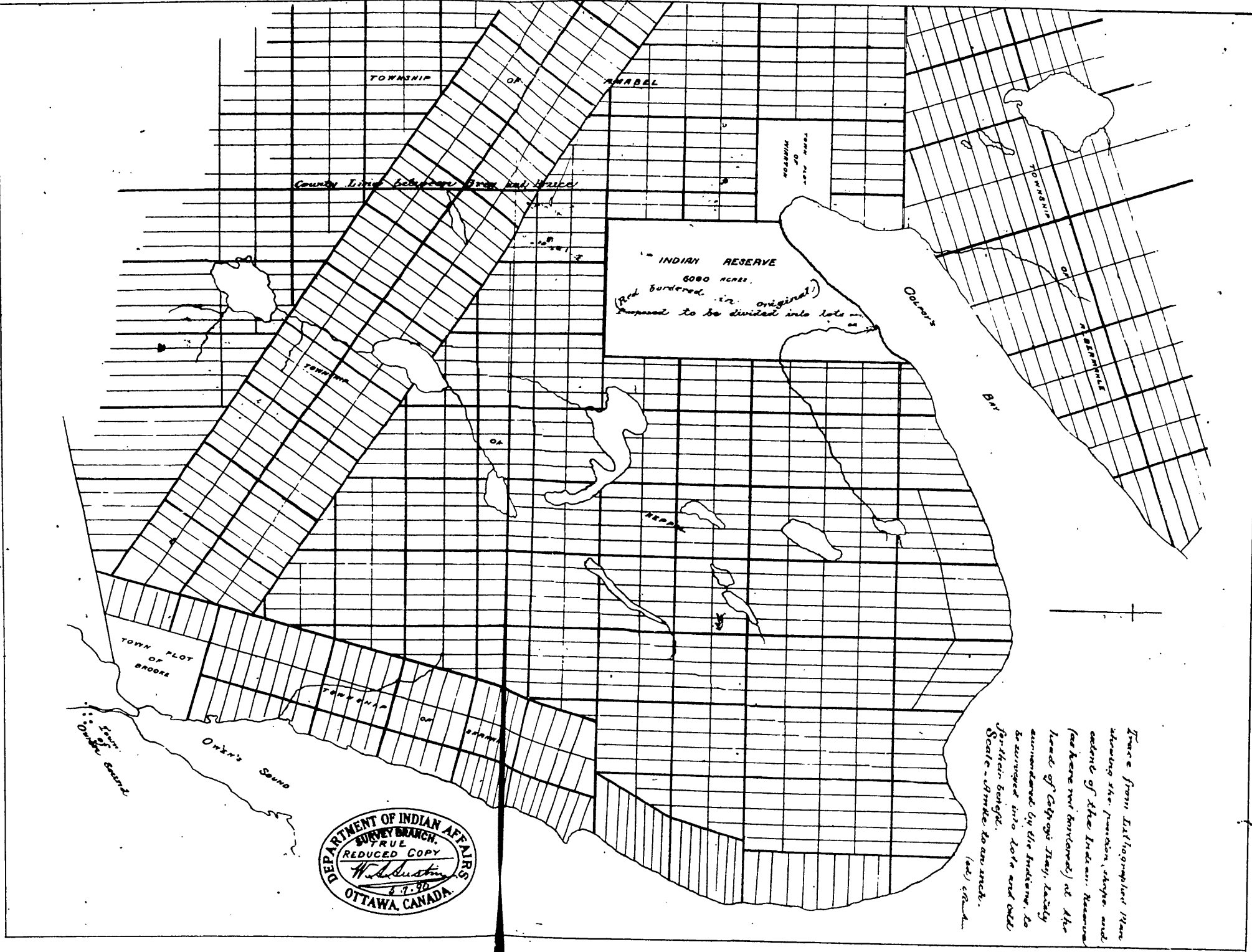


Scale of Chains



1861. This Plan shows the portion of the Reserve
surrendered in 1860, but it is not a copy of the
Plan which has been attached to the sur-
render.

No. 92



Trace from Lithographic Plate showing the position, shape and extent of the Indian Reserve (as here set forward) at the head of Colons Bay, lately surrendered by the Indians, to be surveyed into lots and sold for their benefit.

J. BT. KEWETASH, X	[L.S.]
NONBAIE, X	[L.S.]
PENAISIE, X	[L.S.]
PELAWISS, X	[L.S.]
CHARLEY, X	[L.S.]
FERMANDE X	[L.S.]
NIN BIEEL X	[L.S.]
JOSEPH BOUCHER X	[L.S.]
MICHEL DESCHAMPS X	[L.S.]
KATCH-KI-YI-KEVE-KANG,	[L.S.]
J. BT. VIYINI X	[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 20th July, 1859, approved by His Excellency the Governor General in Council on the 22nd July, 1859.

The Committee have had before them a report dated 16th July inst. from the Superintendent General of Indian Affairs submitting an unconditional surrender by the Chippewa Indians at Fort William, of part of the Indian Reserve near that locality, also a report from Mr. Chesley and a diagram showing the tract ceded, and suggesting that the same be accepted.

The Committee recommend that the surrender be accepted accordingly, and be enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands.

Certified,

WM. H. LEE, *C.E.C.*

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,

TORONTO, 29th July, 1859.

I do hereby certify that this copy of report of Council and the surrender therein referred to have been duly entered on the records of this office in Lib. C.S., Folios 205 to 207.

WM. KENT,
Deputy Registrar of the Province.

No. 93.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and principal men of the band of Indians known as the Colpoy's Bay Band, now residing at Colpoy's Bay in the County of Grey and Province of Canada, for certain good reasons us thereunto moving, have, for ourselves as well as for every member of our said band, ceded and by these presents do cede, relinquish, surrender and yield up to Her Most Gracious Majesty Queen Victoria and Her successors all our right, title, interest and claim whatsoever that we now have or may hereafter pretend to have to a certain tract of land containing six thousand acres situate lying and being on the south-east side of Colpoy's Bay, in the Township of Keppel, County of Grey and Province of Canada, which said tract of land was set apart for us and reserved to our sole use by the Chippewa Indians of Saugeen and Owen Sound.

NOW KNOW YE that we have been moved to make the surrender above alluded to with the view of removing from our present place of residence to join our brethren, the Chippewas of Lakes Huron and Simcoe on the Christian Island.

We do therefore with the advice and consent of our said band in council assembled hereby surrender in trust to be sold for our benefit the aforementioned six thousand acres of land upon the following conditions, that is to say:—

1st. The land to be sold by auction without conditions of settlement, the terms of sale to be one-fourth of the purchase money down and the remainder in six equal annual instalments, bearing interest at six per cent, but no timber to be cut except by actual settlers, on the condition on which timber on Crown lands may now be cut, until purchase money is paid up in full, and the proceeds, after deducting cost of survey, sale and other incidental expenses, to be funded for the benefit of the Colpoy's Bay Band of Indians.

2nd. The value of the individual and public improvements to be required of the purchaser at the time of sale, in order that the amount may be paid over to the Indians.

IN WITNESS WHEREOF we have hereunto set our hands and seals with our totems at Colpoy's Bay this sixteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-one.

Signed, sealed and delivered in our presence, being first read, interpreted and explained:—
W. R. BARTLETT, S.I.A.,
F. T. WILKES, J., C. *Crt. of Grey.*

JOSEPH JONES, *Chief*, [L.S.]
JOHN SMITH (totem), *Chief*, [L.S.]
WALKER SMITH (totem), *Councillor*, [L.S.]
Warriors:
THOS. JONES (totem),
ISAAC WAHBEGENEES (totem),
WILLIAM SAHGEWEBE (totem),
JAMES BARREL,
CHAS. MEGIS (totem),
LUKE SNAKE (totem).

We do hereby certify that the foregoing surrender of the tract called Colpoy's Bay Reserve, containing six thousand acres, has been assented to by the Chiefs of the band of Indians known as the Colpoy's Bay Band at a meeting of their council this day assembled on the said reserve, summoned for that purpose according to their rules and in our presence.

Dated this seventeenth day of August, A.D., 1861.

F. T. WILKES,

Judge, County Crt., County of Grey.

W. R. BARTLETT, S.I.A.

COPY of a Report of the Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 10th September, 1861.

On a memorandum dated 28th August, 1861, from the Honorable the Commissioner of Crown Lands, submitting for acceptance by Your Excellency in Council, under the Act 23rd Vic., Cap. 151, Sec. 4, Art. 2, a surrender bearing date 16th August, 1861, by the Colpoy's Bay Indians, of six thousand acres of land, situate in the Township of Keppel, in the County of Grey, U.C.

The Committee advise that the surrender be accepted and enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands.

Certified,

WM. H. LEE, C.E.C.

To the Honorable,
The Commissioner of Crown Lands,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 12th September, 1861.

I hereby certify that this surrender has been entered on the records of this office in Lib. C.S., Folio 221.

WM. KENF,
Deputy Registrar.

DEPARTMENT OF CROWN LANDS, September 13th, 1861.

Transferred to Indian Department.

No. 94.

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

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

And whereas, but few Indians from the mainland, whom it was intended to transfer to the island, have ever come to reside thereon.

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

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

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

Firstly. A survey of the said Manitoulin Island shall be made as soon as conveniently may be by or under the authority of the Department of Crown Lands.

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

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

1stly. That the lots selected shall be contiguous or adjacent to each other, so that Indian settlements on the island may be as compact as possible.

2ndly. That if two or more Indians claim the same lot of land, the matter shall be referred to the resident Superintendent, who shall examine the case and decide between them.

3rdly. That selections for orphan children may be made by their friends subject to the approval of the resident Superintendent.

4thly. Should any lot or lots, selected as aforesaid, be contiguous to any bay or harbour, or any stream of water upon which a mill site shall be found, and should the Government be of opinion that such lot or lots ought to be reserved for the use of the public, or for village or park lots, or such mill site be sold with a view to the erection of a mill thereon, and shall signify such its opinion through its proper agent, then the Indian who has selected, or who wishes to select such lot, shall make another selection, but if he has made any improvements thereon he shall be allowed a fair compensation therefor.

5thly. The selections shall all be made within one year after the completion of the survey, and for that purpose plans of the survey shall be deposited with the resident Superintendent as soon as they are approved by the Department of Crown Lands, and shall be open to the inspection of all Indians entitled to make selections as aforesaid.

Thirdly. The interest which may accrue from the investment of the proceeds of sales of land as aforesaid, shall be payable annually, and shall be apportioned among the Indians now residing westerly of the said sound and gulf and their descendants *per capita*, but every Chief lawfully appointed shall be entitled to two portions.

Fourthly. So soon as one hundred thousand acres of the said land is sold, such portion of the salary of the resident Superintendent and of the expenses of his office, as the Government may deem equitable, shall become a charge upon the said fund.

Fifthly. The deeds or patents for the lands to be selected as aforesaid shall contain such conditions for the protection of the grantees as the Governor in Council may under the law deem requisite.

Sixthly. All the rights and privileges in respect to the taking of fish in the lakes, bays, creeks and waters within and adjacent to the said island, which may be lawfully exercised and enjoyed by the white settlers thereon, may be exercised and enjoyed by the Indians.

Seventhly. That portion of the island easterly of Heywood Sound and Manitoulin Gulf, and the Indians now residing there are excepted from the operation of this agreement as respects survey, sale of lots, granting deeds to Indians and payments in respect of moneys derived from sales in other parts of the island, but the said Indians will remain under the protection of the Government as formerly, and the said easterly part or division of the island will remain open for the occupation of any Indians entitled to reside upon the island as formerly, subject in case of dispute, to the approval of the Government.

Eighthly. Whenever a majority of the Chiefs and Principal Men, at a council of the Indians residing easterly of the said sound and gulf, to be called and held for the purpose, shall declare their willingness to accede to the present agreement in all respects, and the Government shall signify its approval, then that portion of the island shall be surveyed and dealt with in like manner as other portions thereof, and the Indians there shall be entitled to the same privileges in every respect, from and after the date of such approval by the Government, as those residing in other parts of the island.

Ninthly. This agreement shall be obligatory and binding on the contracting parties as soon as the same shall be approved by the Governor in Council.

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

Executed in the presence of (having been first read, translated and explained). GEO. IRONSIDE, <i>S. I. Affrs.</i> S. PHILLIPS DAY, WM. GILBARD, DAVID S. LAYTON, JOS. WILSON, JOHN H. McDOUGALL, F. ASSIKINACK, PETER JACOBS, <i>Ch. of England Mission'y,</i> MCGREGOR IRONSIDE.	} Wm. McDOUGALL, Wm. SPRAGGE, J. B. ASSIGINACK, MAISHEGUONG-GAI, (totem) OKEMEH-BENESS, (totem) BENJAMIN ASSIGINACK, WAI-BE-NESSIEME, (totem) SHE-WE-TAGUN, (totem) GEORGE WEBETOOSOWN, (totem) PAIM-O-QUO-NAISHI-KUNG, ABENCE, (totem) TAI-BOS-EGAI, (totem) A-TOWISH-COSH, (totem) NAIWOTAI-KEY-HIS, (totem) WET-COW-SAI, (totem) KUSH-KE-WAH-BIE, (totem) BAI-BOM-SAI, (totem) KEG-HIK-GOD-ONESS, (totem) PAH-TAH-DO-GINSHING, (totem)	[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]
		[L.S.]

The undersigned is one of the Chiefs of the Weguaimkong Band and appends his signature in testimony of his general approval and his assent as an individual to all the terms of the above agreement.	} TEH-KUM-MEH, (totem) PAIM-SAH-DUNG, (totem)	[L.S.]
		[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 14th November, 1862.

The Committee have had before them a report, dated 3rd November, 1862, from the Honorable the Chief Superintendent of Indian Affairs, of the results of his mission to the Great Manitoulin Island under authority of Order in Council of 12th September last, and submitting that the terms of the agreement with the Indians, as contemplated by that Order, having been modified in so far as to exclude from the proposed arrangement that part of the island eastwardly of the Manitoulin Gulf and Heywood Sound, and other terms being deemed necessary to prevent future difficulty, these modifications have been embodied in the "Articles of Agreement and Convention" made and concluded at Manitouawning on the 6th October, 1862, between the Government as represented by the Chief Superintendent and Deputy Superintendent of Indian Affairs, and nineteen of the Chiefs and Principal Men on behalf of the Indians, which instrument he submits for the ratification of Your Excellency in Council.

The Committee advise that the "Articles of Agreement and Convention" above referred to be approved and ratified by Your Excellency and be enrolled in the usual manner in Crown Land Department and in the office of the Provincial Registrar.

Certified,

WM. H. LEE,
C.E.C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

DEPARTMENT OF CROWN LANDS.

Entered in Letters Received No. 19, P. 243.
Nov. 20, 1862.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 28th November, 1862.

I hereby certify that this surrender has been duly entered on the records of this office in Lib. C. S. Surrenders to the Crown, Folio 223.

WM. KENT,
Deputy Registrar of the Province.

No. 95.

At a General Council held on the Chippewa Reserve at Carradoc on the 26th day of September, 1862, it was agreed between the Chiefs and Principal Men of the Chippewa and Munsee Bands and the Chief Superintendent of Indian Affairs, to surrender for the purpose of being sold for their benefit, all the oak, elm, rock and walnut timber, suitable for staves or square timber now standing within the limits of the said reserve, in the manner and on the terms hereunto attached.

One half of the bonus obtained at the sale of the timber to be distributed among the band as soon after it is received as possible.

The remainder of the bonus and sum realized to be invested for the benefit of the said band and the interest distributed half yearly.

The dues to be paid on the timber in addition to the bonus, to be the same as collected on Government timber at Quebec.

IN WITNESS WHEREOF, we, the Chiefs and Principal Men, have hereunto set our hands and totems the day and year above mentioned on behalf of our band.

This arrangement was entered into
and concurred in by all the Indians
present in Council, now
being over seventy persons.

WM. SPRAGGE, *D.S.I.A.*,
FROOME TALFOURD, *V.S.I.D.*
MUNCEY TOWN, September 26th, 1862.

JOHN TOMEGO,	his x mark
CAPT. THOMAS,	his x mark
THOS. SNAKE,	his x mark
THOS. FISHER,	his x mark
NELSON BEAVER,	his
GEO. x MISKOKOMON,	mark
JOHN WAMPUM,	

Terms on which the oak, elm and walnut timber on the Carradoc Reserve shall be sold.

The reserve to be divided into two blocks, as nearly equal as possible, to be offered at public auction at London on the 22nd October.

To be awarded to the party who will give the largest bonus for the privilege.

The dues payable to be the same as is exacted at Quebec, on timber cut on Crown Lands.

MUNCEY TOWN, September 26th, 1862.

No. 96.

KNOW ALL MEN BY THESE PRESENTS that we, John Natty and Frederick Fisher, Chiefs of the Band of Chippewa Indians, of the Township of Anderdon, in the

County of Essex, and Western District of the Province of Canada, in Council assembled, do hereby surrender and yield up unto Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all our right, title, interest, claim, property and demand whatsoever, both at law and in equity, of, in, and to that tract or parcel of land situate, lying and being in block C, in the Township, County, District and Province aforesaid, being composed of lot number five in the fourth concession of the said Township, containing by admeasurement three hundred acres, be the same more or less; with all and singular the appurtenances, privileges, advantages and hereditaments unto the said premises appertaining or in anywise belonging for ever. To the end and purpose that Her said Majesty, Her heirs and successors may be graciously pleased to order and direct that the said three hundred acres of land be disposed of by bargain and sale and the moneys arising therefrom to be applied in the erection of buildings and the purchase of working oxen, farming implements, seed grain and such other articles as may be required for the settlement of the said band of Indians on Walpole Island in the Western District aforesaid.

IN TESTIMONY WHEREOF, we, the said Chiefs and Principal Men of the said band have hereunto set our names and seals at Amherstburgh, Canada West, the eighteenth day of January, in the year of Our Lord, one thousand eight hundred and forty-eight.

Signed and sealed in our presence being } first read and fully explained :	P. W. TAYLOR, <i>Major R. C. R. Regt.,</i>	his JOHN X NATTY, <i>Chief.</i>	[L.S.]
	J. W. PETO, <i>Lieut. R. C. R. Regt.,</i>	his FREDERICK X FISHER, <i>Chief,</i>	[L.S.]
	THOMAS ALEX. CLARK, <i>Interpreter, Indian Dept.</i>	his TAWA-KE X SHECASE, <i>Chief Warrior,</i>	[L.S.]
		his EDWARD X NATTY, <i>Chief Warrior,</i>	[L.S.]
		mark. Certified, P. P. S. CLENCH,	V. S. I. A.

Approved:

ELGIN & KINGARDINE,
T. E. CAMPBELL, *Major, Secy.*
Recorded 23rd February, 1848,
R. A. TUCKER,
Registrar.

PROVINCIAL REGISTRAR'S OFFICE.
QUEBEC, 9th January, 1863.

I hereby certify the foregoing to be a true and correct copy of the record of the original surrender as entered in Lib. A, Surrenders to the Crown, Folio 342.

WM. KENT,
Dep. Prov. Registrar.

CHIPPEWAS OF ANDERDON AND POINT PELEE.

Evidence of F. Talfourd, Esquire, Appendix No. 21.

Only three Chippewa families became permanent settlers on the Anderdon Reserve, and when the survey was made in 1839, a tract of 300 acres in block C, was set apart for them.

In the year 1846, Mr. Superintendent Clench was directed to request them to remove to the Chippewa Settlement on Walpole Island. To this they consented, on condition that the land they were about to relinquish, and on which they had made a good clearing, should be sold and the proceeds applied to settle them in their new home.

The removal at once took place, and the land was sold by the agent for £377.10.0 (\$1510) on the 8th October, 1849, to Joseph Ward, who paid down £125.0.0. (\$500) and a further sum of £54.0.0 (\$216), for the improvement made by the Indians, but no portion of this money was ever accounted for.

These families removed from their old homes, and deprived of the promised assistance, have at times suffered much, and for the want of teams and farming implements, have been unable properly to cultivate their lands.

A further sum of £75.0.0 (\$300) paid by the purchaser of the land in Anderdon, has been appropriated in part, to pay for the erection of the Chief's house and to provide him with some supplies which are much required.

The remainder of the purchase money and interest when collected from Mr. Ward, will be equally divided among the surviving members of this band.

No. 97.

KNOW ALL MEN BY THESE PRESENTS that we Joseph White, Alexander Clarke, Joseph Warrow, Senior, Alexis Splitlog, George Clark, Solomon White, Thomas White, Joseph Warrow, Junior, and James Clark, the Chiefs and Principal Men of the Wyandott Indians resident in the Township of Anderdon, in the County of Essex and Province of Canada, on the Detroit River, for and acting on behalf of the whole people of our tribe and nation, do hereby remise, release, surrender, quit-claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land situated in the Province of Canada, being the island in the said Detroit River known as Fighting Island, Turkey Island or Ile d'Inde, and all appurtenances thereunto belonging to have and to hold the same to Her said Majesty the Queen, Her heirs and successors forever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people; and upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest for our benefit and that of our people in all time to come, and that the said interest shall be paid semi-annually to us and our descendants. And we the said Chiefs and Principal Men of the Wyandotts Tribe of Indians do for ourselves and on behalf of our people hereby ratify and confirm whatsoever the Government of this Province hath done or caused to be done in connection with the disposal and sale of the said Island.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have hereunto set our hands and affixed our seals at the Township of Anderdon, this twenty-seventh day of February, in the year of Our Lord one thousand eight hundred and sixty-three.

Signed, sealed and delivered in }
presence of: }
G. W. LEGGATT,
Judge County Court,
County of Essex.
FROOME TALFOURD,
V.S.I.A.

his	
JOSEPH X WHITE,	[L.S.]
mark and seal.	
ALEX. CLARKE,	[L.S.]
his	
JOSEPH X WARROW, SR.,	[L.S.]
mark and seal.	
ALEXIS M. SPLITLOG,	[L.S.]
GEO. CLARKE,	[L.S.]
P. WHITE,	[L.S.]
THOS. B. WHITE,	[L.S.]
JOSEPH WARROW, JR.,	[L.S.]
JAMES CLARKE,	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above men-

tioned, assembled at a meeting of such band or tribe, summoned for that purpose, according to their rules, and entitled to vote thereat.

G. W. LEGGATT,
Judge County Court, County of Essex.
 FROOME TALFOURD,
Visiting Superintendent Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE,
 QUEBEC, 1st June, 1863.

I hereby certify that this surrender has been duly entered on the records of this office in Lib. C. S. Surrenders to the Crown, Folio 231, under the authority of an Order in Council dated 15th May, 1863.

WM. KENT,
Dep. Prov. Registrar.

Department of Crown Lands.

Entered in Letters Received, Bk. 19, p. 365.
 Quebec, 1st June, 1863.

No. 98.

At a General Council of all the Chiefs, Principal Men and adults belonging to the Sarnia Band, held this sixth day of November, 1862, it was decided by vote to surrender to the Department the merchantable oak and pine timber standing on the unoccupied portions of the reserve in the Township of Sarnia, and also on the reserve in the Township of Bosanquet (Sables.)

In order that the same may be sold and the proceeds invested in the usual manner, the interest produced thereby to be divided with our other moneys half yearly.

Given under our hands this 6th day of November 1862.

On behalf of the Sarnia Indians,

DAVID B. WAWANOSH, *Head Chief.*
 FROOME TALFOURD, *V.S.I.D.,*

On behalf of the Indian Department.

No. 99.

To all to whom these presents shall come, we, the Sachems and Chief Warriors of the Six Nations Indians, inhabiting and owning the lands situate, lying and being on the Grand or River Ouse, in the County of Haldimand, in the Province of Upper Canada, send greeting.

Whereas His late Majesty did by a certain instrument bearing date the twenty-fifth day of October, in the year of Our Lord one thousand seven hundred and eighty-four, under the hand and seal of Sir Frederick Haldimand, then Governor of Quebec, allot and grant unto us upon the banks of the said river running into Lake Erie, six miles deep from each side of the said river, beginning at Lake Erie and extending in that proportion to the head of the said river. And whereas the Honorable William Claus, of the Town of Niagara, in the District of Niagara, hath been for the last thirty years our trustee, and hath during all that time conducted and managed our affairs with great advantage to our interests, and made profitably available our money without any compensation from us whatever.

And we the said Sachems and Chief Warriors willing to attribute such disinterested conduct to feelings which have characterized his ancestors, Sir William Johnson and Sir John Johnson, towards our nations, beside his father who served with us during the whole of the French war as well as that of the rebellion, and being more particularly able to be our friends from speaking our languages, and who together with himself have resided with and amongst us and guarded our interests with parental solicitude.

Wherefore we the said Sachems and Chief Warriors, have this day in General Council of our nations taken into consideration the long, arduous and faithful services of our said trustee, and to pay and to satisfy his just claim upon us, and as the most convenient to ourselves, and as manifestation of our esteem and gratitude for the services of him and his ancestors, who have always shewn themselves our steady friends and best advisers, unanimously determined to surrender to His Majesty, to and for the use of the said William Claus, his heirs and assigns for ever, the tract of country hereinafter described in order that the same may be confirmed to the said William Claus, his heirs and assigns by Letters Patent under the great seal of this Province. Now know ye that for the said several good causes and weighty considerations of the said claim of the said William Claus upon us, we the said Sachems and Chief Warriors, have, and each of us hath, surrendered, relinquished and yielded up, and by these presents, do, and each of us doth, surrender, relinquish and yield up unto Our Sovereign Lord the present King's Most Excellent Majesty, His heirs and successors, all that parcel or tract of land situate, lying and being on the south side of the said river, and within the limits of our in part recited grant, and in the County of Haldimand, in the District of Niagara, and Province of Upper Canada, containing by admeasurement fifteen thousand three hundred and sixty acres, more or less, and which is butted and bounded or may be known as follows, that is to say: Commencing at a stake placed on the Indian line between lots twenty-two and twenty-three, in the Township of Walpole, about three chains, more or less, from the House of one Bellows, a settler in Walpole; thence along the Indian line on the said Township of Walpole and Township of Rainham; south sixty-three degrees east five hundred and eighty chains; thence north twenty-three degrees east or at right angles to the Indian line between the said townships, to the said Grand River, three hundred and twenty chains, more or less; thence up the stream of the Grand River, the several courses and windings to a stake on the bank of the said river; thence south twenty-seven degrees west extending to the point of commencement. And all the estate, right, title, interest, claim, property, and demand whatsoever of us, the said Sachems and Chief Warriors, of, in, to, or out of the same or any part or parcel of the same, for the express purpose and to the intent that the same and every part thereof may be confirmed by Letters Patent from His Majesty to the said William Claus, his heirs and assigns for ever.

In WITNESS WHEREOF, we, the said Sachems and Chief Warriors of the said Six Nations, have in General Council hereunto set our hands and seals this third day of August, in the year of Our Lord, one thousand eight hundred and twenty-six.

Signed, sealed and delivered in presence of
 D. MACKAY, Capt. 70th Foot Comg.
 JAMES WICKENS, Dy. Asst. Com. G'l.
 JOHN MUNROE, Asst. Staff Surgeon.
 A. GARRETT, Lt. H. Co. 49th R. B. M'ter.
 THOMAS HANDCOCK, A Chap'n to the F.
 D. CAMERON, Secy. and Registr.
 J. B. CLENCH, Clerk Indian Affairs.
 BENJN FAIRCHILD, Intpr. Indn. Dept.
 ALEX. STEWART.

W. CLAUS,	[L.S.]
<i>Deputy Sup. Gen. of Ind. Affairs,</i>	
OGH-NA-WE	[L.S.]
his	
WA-TE-WA-THA-SHA-GE X	[L.S.]
mark	
DE-YON-HEAG-WEH	[L.S.]
his	
OGH-WEA-RE-KO-WAH X	[L.S.]
mark	
his	
DE-HEA-NA-KA-BI-NE X	
mark	
SA-KA-YEN-KWA-BAGH-TON.	[L.S.]
his	
PETER SKA-YON-WI-YOGH X	[L.S.]
mark	
SKON-ORIGH-TESE.	[L.S.]
his	
KA-WE-YAN-SER-ON-TE X	[L.S.]
mark	
his	
DEH-A-YA-GWA-RA X	[L.S.]
mark	

SKA-NA-WA-TIGH X	his mark	[L.S.]
AGH-RIGH-ON X	his mark	[L.S.]
TA-GWA-BAGH-SENT X	his mark	[L.S.]
OT-GO-TA-YEN-TON X	his mark	[L.S.]
SHO-NA-KA-RO-WA-NE X	his mark	[L.S.]
A-NONGH-SAGH-THA X	his mark	[L.S.]
KA-NEN-GA-KA-REA-NE X	his mark	[L.S.]
JO-RAGH-YO-RON X	his mark	[L.S.]
OGH-WE-AJN-KE-HO-ISE X	his mark	[L.S.]
KA-KAI-HA X	his mark	[L.S.]
KAN-YON-GO-TONGH X	his mark	[L.S.]
EN-NEGH-NAKS-GWA X	his mark	[L.S.]
ATE-NE-GONGHS X	his mark	[L.S.]
TSI-NON-DWA-WEN-HON X	his mark	[L.S.]
DE-HAT-KAH-WONTS X	his mark	[L.S.]
KA KON-NA-YEN X	his mark	[L.S.]
DE-KARN-YON X	his mark	[L.S.]
OJA-KEH-DE X	his mark	[L.S.]
SHA-KO-YAH-WAT-HA X	his mark	[L.S.]
THO-RON-YON-RO X	his mark	[L.S.]
AD-ON-DA-HEB-HO X	his mark	[L.S.]
DE-YOT-HAREH-GWEH X	his mark	[L.S.]
SHO-HEAR-ESE X	his mark	[L.S.]

A-HATS-DAR-AHS X	his mark	[L.S.]
ON-HAT-ORAH X	his mark	[L.S.]
DE-WA-TAR-HON X	his mark	[L.S.]
KAN-AT-OTON X	his mark	[L.S.]
ORON-YAKE-THA X	his mark	[L.S.]
DNE-AYAKS-AK-HON X	his mark	[L.S.]
RAT-SHA-TON X	his mark	[L.S.]
DA-YEK-OWE-HE X	his mark	[L.S.]
KA-RIS-DA-NO-RON X	his mark	[L.S.]
ADE-GWH-TO-NA X	his mark	[L.S.]
SHO-WEN-HAN-ESE X	his mark	[L.S.]
KA-RON-YON-TYE X	his mark	[L.S.]
A-RON-YEN-DE X	his mark	[L.S.]
OJA X	his mark	[L.S.]
OTSI-JA-DE-KEA X	his mark	[L.S.]
ALA-WEN-TEAH X	his mark	[L.S.]
WIN-ON-SHONE X	his mark	[L.S.]
And three other Indians.		

A Memorial hereof is registered in the Registry of the Counties of Lincoln and Haldimand the twenty-eighth day of August, one thousand eight hundred and twenty-eight, at 11 o'clock a.m., in book K., Folio 774.

JOHN LYONS,
Registrar.

No. 100.

A Memorial to be registered pursuant to the statute in such case made and provided, of an indenture of bargain and sale, bearing date the thirteenth day of March in the year of Our Lord one thousand eight hundred and forty-one, and made between Louis Rendt, of the Township of Moore, in the County of Kent

and Western District of the Province of Canada, Esquire, and Inaguina his wife, of the one part, and Her Most Gracious Majesty Victoria by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part, whereby it is witnessed that the said Louis Rendt for and in consideration of the sum of thirty-seven pounds and ten shillings of lawful money of Canada aforesaid, to him in hand paid, at or before the sealing and delivery of the said indenture, the receipt whereof is thereby acknowledged, did grant, bargain, sell alien, transfer, surrender and yield up unto Her said Majesty, Her heirs and successors forever, all that certain parcel or tract of land situate, lying and being in the Township of Enniskillen, in the County of Kent, in the Western District and Province aforesaid, being composed of the east half of lot number nine in the tenth concession of said Township, and containing by admeasurement one hundred acres, be the same more or less, which said one hundred acres of land are butted and bounded, or may be otherwise known and described as follows, that is to say: commencing where a post has been planted at the north-east angle of the said half lot; then south sixty-six chains sixty-seven links, more or less, to the limit between the ninth and tenth concessions; then west fifteen chains, more or less, to the centre of the said lot number nine; then north sixty-six chains sixty-seven links, more or less, to the allowance for a road in front of the eleventh concession; then east fifteen chains, more or less, to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of him the said Louis Rendt of, in, to or out of the same, and every part and parcel thereof. To have and hold the same with the appurtenances to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust nevertheless to and for the use, benefit and behoof of such of the Chippewa Indians of the St. Clair River as are entitled to share in the annuity allowed them for lands heretofore ceded to the Crown, forever.

Which said indenture is witnessed by George Durand, of Port Sarnia, in the County of Kent, in the Western District aforesaid, Esquire, and George Henry of the same place, Indian Interpreter, and this memorial thereof is hereby required to be registered by me the grantor therein named. As witness my hand and seal this thirteenth day of March, in the year of Our Lord one thousand eight hundred and forty-one.

Signed and sealed in presence of,

GEORGE DURAND.
GEORGE HENRY.

LOUIS RENDT.

[L.S.]

Personally came before me, George Durand, of the Town of Port Sarnia, in the Township of Sarnia, in the County of Kent and Western District of Canada, Esquire, who made oath and said that he was personally present and did see the indenture of bargain and sale to which the annexed memorial relates duly executed; that he was also personally present and did see Louis Rendt the grantor, therein named, duly sign and seal the said hereto annexed memorial thereof for the registry thereof, and that he, this deponent, and George Henry, of Port Sarnia, aforesaid, interpreter in the Indian Department, were the subscribing witnesses to both the said instruments.

Sworn before me at Port Sarnia)
aforesaid, this 13th day of)
March, A.D. 1841.

WILLIAM JONES,

Registrar.

C.K.W.D., Canada.

Entered on Tuesday the 23rd day of March, A.D. 1841, at twelve o'clock meridian in Liber H., Folio 388.

JOHN DOLSON,

Deputy Registrar.

I certify the foregoing to be a true copy of an instrument of record in the Registry Office for the County of Lambton and of all endorsements therein.
Given under my hand at Sarnia this 3rd day of June, 1890.

JAMES A. SMITH.
Deputy Registrar.

No. 101.

A Memorial to be registered pursuant to the statute in such case made and provided of an indenture of bargain and sale made the eighth day of March, in the year of Our Lord one thousand eight hundred and forty-two, between David McCall, of the Township of Moore in the County of Kent, in the Western District of the Province of Canada, yeoman, and Sophia, his wife, of the one part, and Her Most Gracious Majesty Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, of the other part, whereby it is witnessed that the said David McCall for and in consideration of the sum of two hundred and twenty pounds of lawful money of the Province of Canada, aforesaid, to him in hand paid at or before the sealing and delivery of the said indenture of bargain and sale, the receipt whereof is thereby acknowledged, did grant, bargain, sell, alien, transfer, surrender and yield up unto Her said Majesty and Her heirs and successors, for ever, all those certain parcels or tracts of land and premises, situate, lying and being in the Township of Enniskillen in the County of Kent, in the Western District and Province aforesaid, being composed of lot number eight in the ninth concession of the said Township of Enniskillen, and the east half of lot number eight in the tenth concession of said Township of Enniskillen, and containing by admeasurement three hundred acres of land, be the same more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits, and all the estate, right, title, interest, claim and demand whatsoever of him, the said David McCall of, in, to or out of the same, and every part and parcel thereof, to have and to hold the same with the appurtenances to Her said Majesty, Her heirs and successors, freed and discharged from all incumbrances whatsoever, in trust nevertheless to and for the use, benefit and behoof of all and such of the Chippewa Indians of the River St. Clair and Chenail Ecarté Tribe as are entitled to share in the annuity allowed them for lands heretofore ceded to the Crown for ever.

Which said indenture of bargain and sale is witnessed by Alexander Jones of the Township of Sarnia, in the County of Kent, in the western district of the Province of Canada aforesaid, yeoman, and William Jones, Junior, of the same place, yeoman, and this the memorial thereof is hereby required to be registered pursuant to the aforesaid statute, by me the grantor, therein named. As witness my hand and seal this eighth day of March in the year of Our Lord one thousand eight hundred and forty-two.

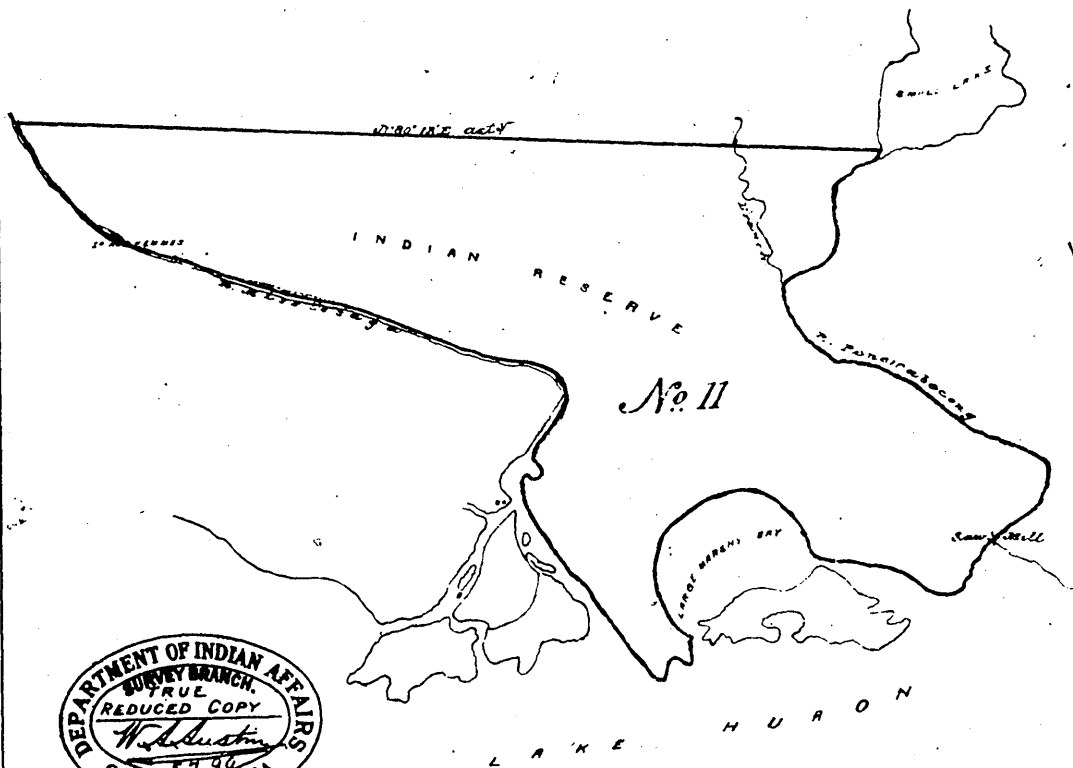
Signed and sealed in }
presence of }

ALEXANDER JONES,
WILLIAM JONES, JR.

DAVID McCALL.

[L.S.]

Personally came before me, Alexander Jones, of the Township of Sarnia, in the County of Kent, in the western district of Canada, yeoman, who made oath and said that he was personally present and did see the indenture of bargain and sale to which the annexed memorial relates duly executed, that he was also personally present and did see David McCall, the grantor therein named, duly sign and seal the



INDIAN RESERVE

MISSISSAGA RIVER

Scale - OF MILES.



We do hereby also certify that the above plan or map is the one mentioned or referred to in, and by the surrender and release herewith annexed, and dated this sixteenth day of August A. D. 1865, and that the same map or plan was shown and explained to the said Chief and Band before they executed their said surrender, and that they expressed themselves as fully understanding it, and their entire approval thereof as explained by the Interpreter - Witness our hands

(s) John P. Jones Judge &c &c.

C. J. Dupont

Vic. Capt. Thomas

annexed memorial for the registry thereof, and that he this deponent and William Jones, Jr., of Sarnia aforesaid, yeoman, were the subscribing witnesses to both the said instruments.

Sworn before me at Sarnia aforesaid, }
 this eighth day of March, A.D. 1842. }

WILLIAM JONES,
Registrar C. K. W. D., Canada.

Entered on Thursday, the 7th day of April, A.D. 1842, at twelve o'clock meridian in Liber I, Folio 82.

JOHN DOLSON,
Dep. Reqr.

I certify the foregoing to be a true copy of an instrument of record in the Registry Office for the County of Lambton and of all endorsements therein.

Given under my hand at Sarnia this 3rd day of June, 1890.

JAMES A. SMITH,
Deputy Registrar.

No. 103.

SURRENDER by the Band of Chippewa Indians, of the Reserve at Mississahga River in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the Indian Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the above mentioned band, living upon the above mentioned reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit-claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Province of Canada aforesaid, and in that part of the said Province known as the District of Algoma, known as No. 11 Indian Reserve on the said river, as described and set forth in the map or plan hereunto annexed, containing about

be the same more or less. To have and to hold the same unto

Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people in all time to come. And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the band aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the Government of this Province may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument, in the said district of Algoma, at Mississahga.

Done at our Council House, this sixteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered }
 in presence of }
 JOHN PRINCE,
Judge of the District of Algoma,
 and of
 C. T. DUPONT,
Visiting Superintendent and
Commissioner Indian Affairs.

BO-NE-KE-OSH (totem) their Chief	[L.S.]
MO-CO-TAI-MIS-SIS-SAI (totem)	[L.S.]
AH-NUNG (totem)	[L.S.]
JOSEPH BOYE (totem)	[L.S.]
SAH-GUTOH-E-WA-GE-ZHIK (totem)	[L.S.]
PAH-KUM-IS-SCIR (totem)	[L.S.]
MIS-COS-E-NO-E-NE-NE (totem)	[L.S.]
OSH-E-GIM-E-GE-ZHIK (totem)	[L.S.]

MISH-AH-WOS-E-GAI	[L.S.]
MISH-AH-BAI	[L.S.]
WAH-QUEEME,	[L.S.]
WAI-ME-GWON,	[L.S.]
ME-ZHE-GUN-E-GEZHIK,	[L.S.]
WAI-TOCH-E-WAI-NAH, (totem)	[L.S.]
PAI-BONE-WAI-WE-TUNG,	[L.S.]
UP-E-CUN,	[L.S.]
NOW-QUAI-OS-GA,	[L.S.]
NE-BOW-E-GE-ZHIK,	[L.S.]
O-TONG-GE-GAH-BOW-E-QUA,	[L.S.]
SAH-GUTCH-E-WA-GE-ZHIK,	[L.S.]
NOW-WOS-E-NO-QUA,	[L.S.]
KAI-BOM-E-GE-ZHIK,	[L.S.]
CAH-ZHE-GAME.	[L.S.]

Fourteen of the above mentioned were signed by me, by their direction, I being their Chief, and they having to leave for their hunting grounds.

Chief BONE-KE-OSH, (totem).

Witness:

J. PRINCE, *Judge, &c.*,
C. T. DUPONT, *V.S.I.A. and Commissioner.*

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs and Principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

JOHN PRINCE,
Judge of the District of Algoma.
C. T. DUPONT.

Visiting Supt. and Commr. Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE.

OTTAWA, 12th January, 1866.

I hereby certify that this surrender has been duly entered on the records of this Department in Lib. C.S. Surrenders to the Crown, Folio 270.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 104.

SURRENDER by the Six Nations Indians of the Grand River, in the Province of Canada, to Her Majesty Queen Victoria, five acres of their lands in the Township of Tuscarora as described below.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs of the Six Nations Indians, living upon lands in the Counties of Brant and Haldimand, and acting on behalf of our whole people, do hereby remise, release, surrender, quit-claim and yield up, unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said Province, known as the Township of Tuscarora, in the County of Brant, being composed of the south-east corner of the south half of lot number twenty-six in the third concession of the said Township of Tuscarora, containing by admeasurement five acres, more or less, to have and to hold the same unto Her Majesty the Queen, Her heirs and successors

for ever, and convey in trust to the New England Society for the benefit of the Six Nations Indians, for the uses of a church, parsonage and burial ground, in connection with the Church of England, but for no other purpose.

And we, the said Chiefs of the Six Nations of Indians aforesaid, do on behalf of our people and for ourselves hereby ratify and confirm, and promise to ratify and confirm whatsoever the Government of this Province may do or cause to be done in connection therewith.

IN WITNESS WHEREOF, the said Chiefs have set our hands and affixed our seals unto this instrument in the Township of Tuscarora, in the County of Brant aforesaid.

Done at our Council House this twenty-first day of September, in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered } in presence of:	NICHOLAS BURNING,	[L.S.]
	S. I. JONES,	[L.S.]
<i>Judge of the County Court of the County of Brant,</i>	JOHN HILL, ^{his} x mark	[L.S.]
and of	WILLIAM BUCK, ^{his} x mark	[L.S.]
J. T. GILKISON,	JOSEPH LEWIS,	[L.S.]
<i>Visiting Superintendent and Commissioner of Indian Affairs.</i>	DAVID CARPENTER, x	[L.S.]
	JOHN SICKERS, x	[L.S.]
	JACOB CARPENTER,	[L.S.]
	DAVID HILL, <i>Farmer,</i>	[L.S.]
	ISAAC LEWIS,	[L.S.]
	JACOB HILL, <i>B. of Q.</i> x	[L.S.]
	JOSEPH FRASER, x	[L.S.]
	D. VENEVERY,	[L.S.]
	SENECA JOHNSON, x	[L.S.]
	ISAAC HILL, Oron, x	[L.S.]
	JOSEPH SNOW, x	[L.S.]
	AARON HILL, x	[L.S.]
	PETER JOHN, x	[L.S.]
	DAVID JOHN, x	[L.S.]
	JAS. HILL WARNER, x	[L.S.]
	ABRAM MARACLE, x	[L.S.]
	HENRY CLENCH, x	[L.S.]
	ABRAM S. HILL, x	[L.S.]
	DAVID HILL JACKET, x	[L.S.]
	JOSEPH PORTER, x	[L.S.]
	N. H. BURNING,	[L.S.]
	JOSEPH MONTURE, x	[L.S.]
	JNO. WARNER, x	[L.S.]
	JAMES MONTURE, x	[L.S.]
	JNO. FISHCARRIER, x	[L.S.]
	JACOB SILVERSMITH, x	[L.S.]
	JOHN POMLESS, x	[L.S.]
	WILLIAM HENRY, x	[L.S.]
	WILLIAM JIMISON, x	[L.S.]
	ISRAEL HILL, x	[L.S.]
	JACOB JIMISON, x	[L.S.]
	JAMES GIVENS, x	[L.S.]
	ELIJAH JOHNSON, x	[L.S.]
	THOMAS ISAAC, x	[L.S.]
	GEORGE MONTURE, x	[L.S.]
	JOHN GENERAL, Jr., x	[L.S.]
	JOHN CARPENTER.	[L.S.]

DAVID JOHN X	[L.S.]
SENECA JOHNSON X	[L.S.]
WILLIAM BUCK X	[L.S.]
ABRAM MARACLE X	[L.S.]
JOHN GENERAL, SR., X	[L.S.]
WM. GREEN,	[L.S.]
WM. LONGFISH X	[L.S.]
JOHN FISHCARRIER X	[L.S.]
JACOB GENERAL X	[L.S.]
N. H. BURNING,	[L.S.]
JOSH. MONTURE X	[L.S.]
GEO. MONTURE X	[L.S.]
JACOB SILVERSMITH X	[L.S.]
JOHN HILL	[L.S.]
JAMES MONTURE X	[L.S.]
WM. JACOBS X	[L.S.]
ELIJAH JOHNSON X	[L.S.]
JOHN CARPENTER,	[L.S.]
JOHN BUCK X	[L.S.]
GEO. BUCK X	[L.S.]
JACOB JIMISON	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs of the Six-Nations Indians.

S. I. JONES,

Judge of the County Court aforesaid.

J. T. GILKISON,

Visiting Superintendent and Commissioner.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 12th January, 1866.

I hereby certify that this surrender has been duly entered on the records of this Department in Lib. C. S. of Surrenders to the Crown, Folio 265.

GEO. H. LANE,

Deputy Provincial Registrar.

No. 106.

FREDERICK HALDIMAND, Captain General and Governor in Chief of the Province of Quebec and Territories depending thereon, &c., &c., &c., General and Commander in Chief of His Majesty's Forces in said Province and the Frontiers thereof, &c., &c., &c.

Whereas His Majesty having been pleased to direct that in consideration of the early attachment to His cause manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained that a convenient tract of land under His protection should be chosen as a safe and comfortable retreat for them and others of the Six Nations who have either lost their settlements within the Territory of the American States or wish to retire from them to the British. I have at the earnest desire of many of these His Majesty's faithful allies purchased a tract of land from the Indians situated between the Lakes Ontario, Erie and Huron, and I do hereby in His Majesty's name authorize and permit the said Mohawk Nation and such others of the Six Nation Indians as wish to settle in that quarter to take possession of and settle upon the banks of the river commonly called Ouse or Grand River, running into Lake Erie, allotting to them for that purpose six miles deep from each side of the river, beginning at Lake Erie and extending in that proportion to the head of the said river, which them and their posterity are to enjoy for ever.

Given under my hand and seal at arms at the Castle of St. Lewis, at Quebec, this twenty-fifth day of October, one thousand seven hundred and eighty-four, and in the twenty-fifth year of the reign of Our Sovereign Lord George the Third by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

FREDERICK HALDIMAND.

By His Excellency's command.

R. MATHEWS.

Registered 20th March, 1795. }
WM. JARVIS.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 23rd June, 1862.

I hereby certify the within to be a true and faithful copy of the record, of the original grant, as entered in Lib. A., Folio 8 (manuscript.)

WM. KENT,
Deputy Provincial Registrar.

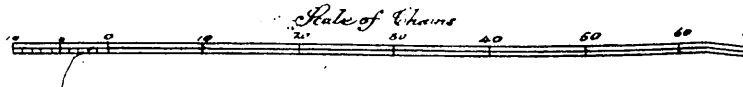
No. 107.

WHEREAS, the Chippewa Indians of Sarnia in General Council assembled upon their reserve on Wednesday, the twelfth day of December, in the year of Our Lord one thousand eight hundred and sixty-six, at which were present about one hundred of our Chiefs, Principal Men and Warriors, did covenant and agree with William Spragge, Esquire, Deputy Superintendent of Indian Affairs, for the Province of Canada, and Robert Mackenzie, Esquire, our Visiting Superintendent to surrender and yield up to Our Sovereign Lady the Queen to be sold for the benefit of our people so much of our said reserve containing about seven hundred and fifty acres, and situate immediately adjoining the Town of Sarnia as lies between the present southerly limit of the said town and the track and land set apart for the Great Western Railway, subject nevertheless upon the said lands being sub-divided into town lots to a grant being made by the Crown respectively to Chiefs Joshua Wawanosh of a town lot upon which his dwelling house now stands, to David Wawanosh of a town lot upon which his dwelling house now stands, and to William Wawanosh of a town lot upon which his dwelling house now stands, and likewise of a town lot upon which his barn now stands, and to compensation being made to them through the officers of Indian Affairs for the loss of improved lands to be given up by them for sale, situate upon the lands comprehended by this surrender, and in consideration likewise of there being relinquished, and which has been destroyed, a certain quit-claim deed executed by the Chippewas of Sarnia comprehending two hundred acres of land forming the north westerly part of the said reserve. Know therefore all men by these presents that we, Joshua Wawanosh, David Wawanosh, William Wawanosh, George Aishquagonaby, Thomas Nahyahnquodt, Jacob Pethadick, Antoine Rodd, Francis Laviar, Nicholas Plain, John Johnston, William Wabuck, Isaac Shahwaknoo and David Sappah, the Chiefs, Principal Men and Warriors of the Sarnia Indians, do hereby by and with the consent of our people and on their behalf hereby convey surrender and yield up to Our Sovereign Lady the Queen Her heirs and successors absolutely and for ever so much of the said Sarnia Reserve comprising about seven hundred and fifty acres, as lies as aforesaid between the southerly limit of the Town of Sarnia and the track, and land appropriated and used by the Great Western Railway, subject to the conditions aforesaid, and likewise that the interest to be derived from the proceeds of the said lands when sold, shall be divided and paid over to our people at semi-annual periods at the same time as it is the custom to pay our annuities and interest monies.

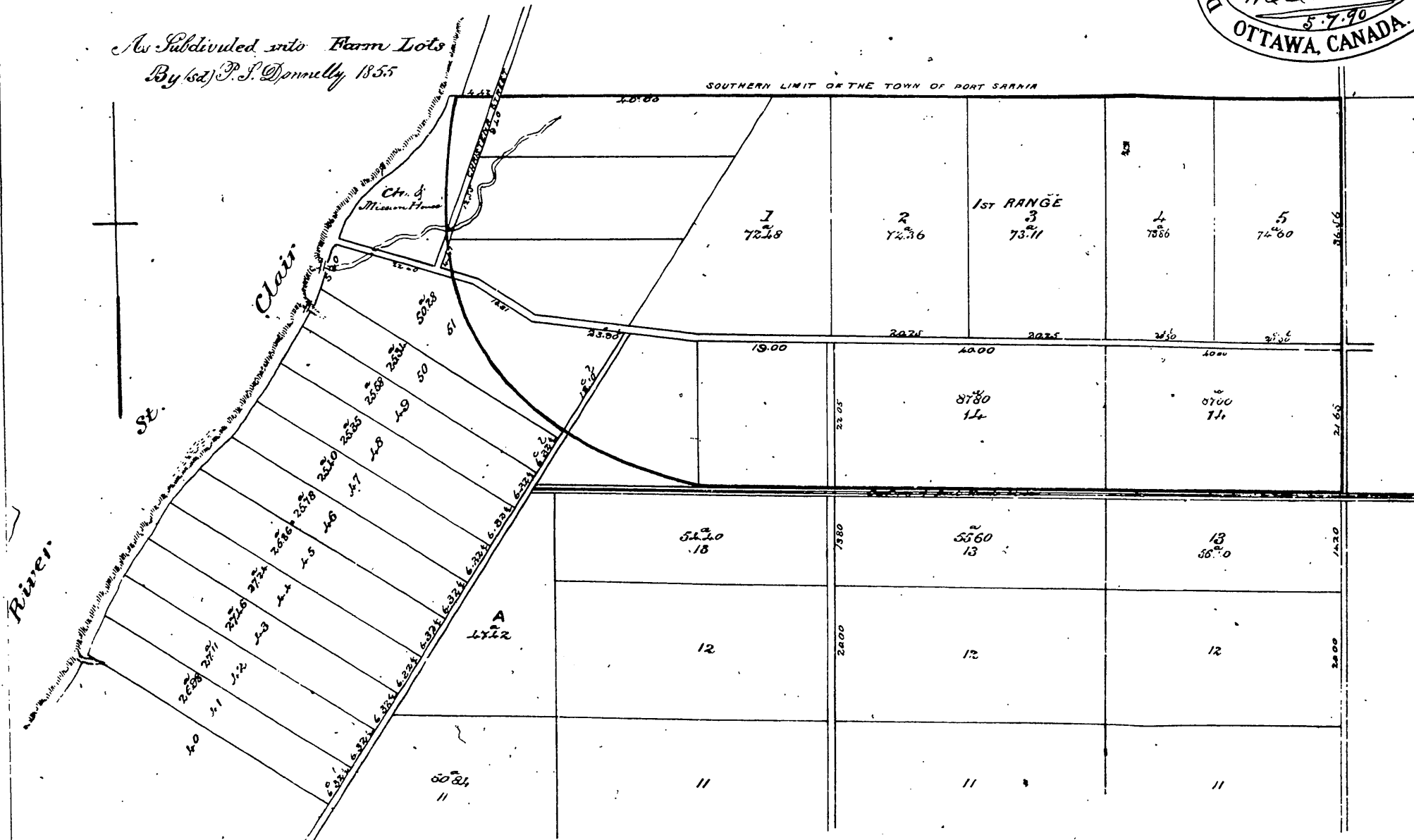
PART OF THE
INDIAN RESERVE

IN THE

TOWNSHIP of SARNIA
County of Lambton



As Subdivided into Farm Lots
By (s2) P. J. Donnelly 1855



IN WITNESS WHEREOF, we the said Chiefs, Principal Men and Warriors, have hereunto set our hands and seals. Dated at Sarnia in the County of Lambton, this thirteenth day of December, in the year of Our Lord one thousand eight hundred and sixty-six (in duplicate).

WM. SPRAGGE, *D.S.I.A.*, }
ROBT. MACKENZIE, *V.S.* }

JOSHUA x WAWANOSH, (totem)	[L.S.]
D. B. WAWANOSH,	[L.S.]
WILLIAM WAWANOSH,	[L.S.]
GEORGE x ASHQUAQUONABY, (totem)	[L.S.]
THOMAS x NAYAHNUHQOUDT, (totem)	[L.S.]
JACOB PETANDICK, (totem)	[L.S.]
DAVID x SAHPAH, (totem)	[L.S.]
ANTOINE x RODD, (totem)	[L.S.]
FRANCIS x LAVIAR, (totem)	[L.S.]
NICHOLAS x PLAIN, (totem)	[L.S.]
JOHN JOHNSTON,	[L.S.]
WILLIAM x WAHBUCK, (totem)	[L.S.]
ISAAC SHAH-WAH-NO,	[L.S.]
JOHN x OBEDIC, (totem)	[L.S.]

I certify that this surrender executed in duplicate was made and signed by Joshua Wawanosh and the thirteen other Indians principal men of the Sarnia Band whose names and seals are affixed thereto, and was assented to by their people in Council in my presence and that of the Visiting Superintendent by the large majority of sixty votes to twenty votes.

WM. SPRAGGE,
D. S. I. A.

I, Charles Robinson, of the Town of Sarnia, in the County, of Lambton, Esquire, Judge of the County Court of the said County, do hereby certify, that on Thursday the thirteenth day of December, in the year of Our Lord one thousand eight hundred and sixty-six at Sarnia aforesaid, the above deed was duly executed in my presence by Joshua Wawanosh, David B. Wawanosh, William Wawanosh, George Ashquaquonaby and others, Chiefs, Principal Men and Warriors of the Chippewa Indians of Sarnia aforesaid, whose names and seals are subscribed and set to the said deed to the number of fourteen and that the said Chiefs, Principal Men and Warriors, did then freely and willingly subscribe their said names and set their said seals and acknowledge their said hands and seals in my presence and in the presence of William Spragge and Robert Mackenzie, both of the Indian Department. Witness my hand the day and year aforesaid.

CHARLES ROBINSON,
Judge, County Lambton.

Recorded 19th February, 1867. Lib. C. S. of Surrenders. Folio 296.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 108.

SURRENDER by the Six Nations Indians of the Grand River, in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the Township of Townsend, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs of the Six Nations Indians, living upon lands in the Counties of Brant and Haldimand, and Province of Canada, for and acting on behalf of our whole people, do hereby remise, release, surrender, quit-claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Province of Canada aforesaid, and in that part of the said Province known as the Township of Townsend, in the County of Norfolk, being com-

posed of part of lot number twenty, containing twelve acres for flowage of mill pond ; the whole of lot number twenty-one, containing one hundred and seventy-three acres more or less, and north-east part of lot number twenty-two, containing sixty-two acres more or less, in all two hundred and forty-seven acres, more or less, in the second concession of the said Township of Townsend.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons, and upon such terms, as the Government of this said Province shall or may deem most conducive to the interests of us, the said Chiefs and our people in all time to come: and upon the further condition, that one-half of the moneys received for the sale thereof, shall, when paid, be added to the distribution moneys to be divided among our people, and the other one-half be placed at interest, and that the interest money so accruing from such investment, shall be paid semi-annually to us and our descendants, less the proportion of expense for management.

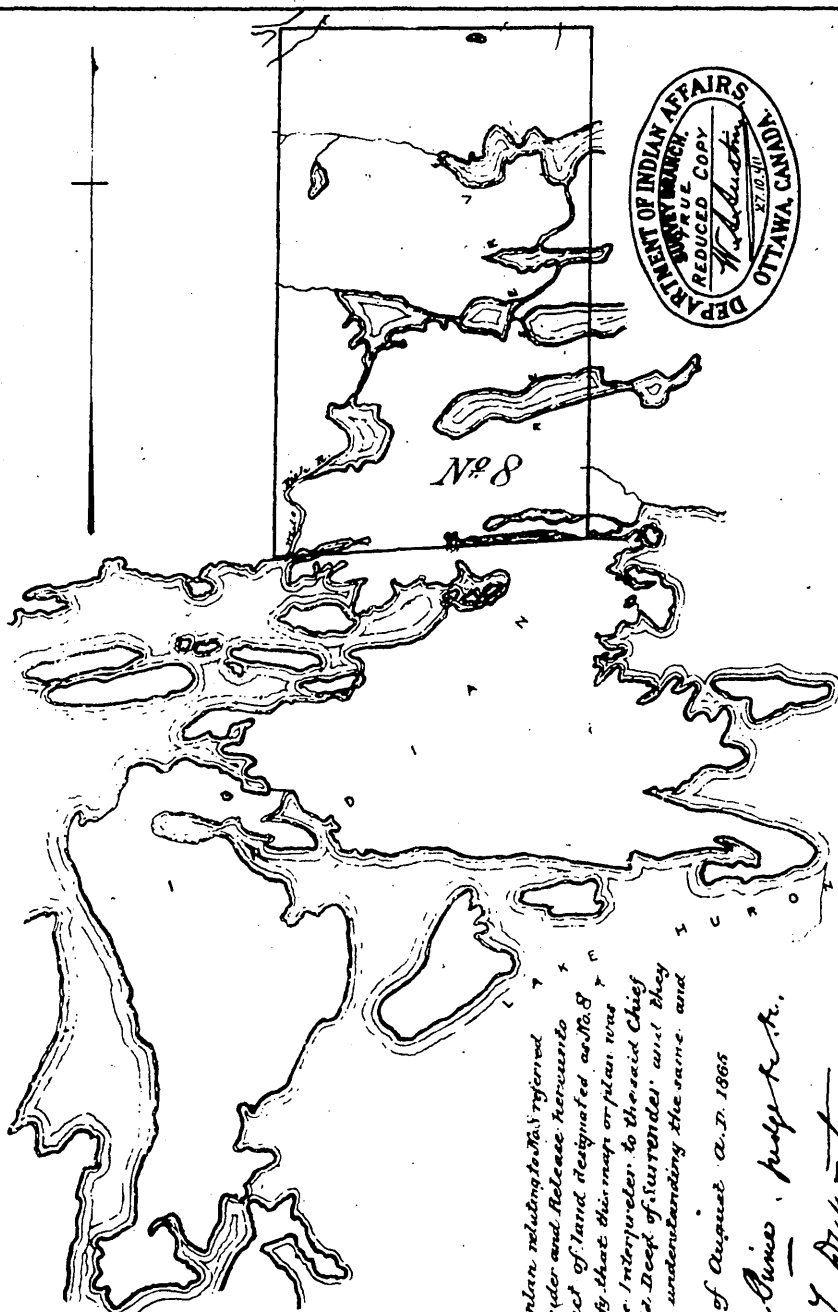
And we, the said Chiefs of the Six Nations Tribes of Indians aforesaid, do, on behalf of our people, and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatsoever the Government of this Province may do, or cause to be done in connection with the disposal and sale of the said lands.

In Witness Whereof the said Chiefs have set our hands and affixed our seals unto this instrument, in the Township of Tuscarora, in the County of Brant aforesaid.

Done at our Council House this twenty-sixth day of March, in the year of Our Lord one thousand eight hundred and sixty-seven.

Signed, sealed and delivered in } presence of	NICHOLAS BURNING,	[L.S.]
	J. G. STANTON,	
<i>Dy. Judge of the Co. Court of the Co. Norfolk.</i>	PETER BURNING, X his mark.	[L.S.]
and of	JOHN BUCK, X his mark.	[L.S.]
JASPER T. GILKISON,	ISAAC HILL, ONON, X his mark.	[L.S.]
<i>Visiting Superintendent and Commissioner of Indian Affairs.</i>	JOSEPH SNOW, X his mark.	[L.S.]
	JOHNSON WILLIAMS, X his mark.	[L.S.]
	JOHN S. JOHNSON,	[L.S.]
	WILLIAM BUCK, X his mark.	[L.S.]
	PETER KEY, X his mark.	[L.S.]
	JOHN GIBSON,	[L.S.]
	W. G. SINECOTKEOB,	[L.S.]
	AARON HILL, X his mark.	[L.S.]
	THOMAS ISAAC, X his mark.	[L.S.]
	GEORGE MONTURE, X his mark.	[L.S.]
	JOHN WARNER, X his mark.	[L.S.]
	JACOB SILVERSMITH, X his mark.	[L.S.]

WHITE FISH RIVER
INDIAN RESERVE



We also certify that
 This is the map or plan, relating to the referred
 to in and by the Deed of Surrender and Release, herewith
 annexed, so far as said lot or tract of land designated as No. 8
 is concerned, and we also certify that this map or plan was
 shown to and explained by the Interpreter to the said Chief
 and band mentioned in the said Deed of Surrender, and they
 expressed themselves as fully understanding the same, and
 consenting thereto.
 Witness our hands this 19th day of August A.D. 1865

(sd) John Cline Judge &c. &c.
 (cc) C. J. Dickson
 Dist. Agent Comm

JOHN FISHCARRIER, X	his mark.	[L.S.]
WILLIAM JACOBS, X	his mark.	[L.S.]
JOHN CURLUP, X	his mark.	[L.S.]
ALEX. SILVERSMITH, X	his mark.	[L.S.]
JOHN HILL, CAYUGA, X	his mark.	[L.S.]
JOS. MONTURE, X	his mark.	[L.S.]
JAMES MONTURE, X	his mark.	[L.S.]
WILLIAM LONGFISH, X	his mark.	[L.S.]
ISAAC JACOB, X	his mark.	[L.S.]
HENRY CLENCH, X	his mark.	[L.S.]
JOSEPH PORTER, X	his mark.	[L.S.]
GEHAZI CARPENTER,	his	[L.S.]
PETER JOHN, X	his mark.	[L.S.]
JOHN OBEDIAH, X	his mark.	[L.S.]
WILLIAM HENRY, X	his mark.	[L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs of the Six Nations Indians.

J. G. STANTON,
Dy. Judge of the County Court aforesaid.
 JASPER T. GILKISON,
Visiting Superintendent and Commissioner.

Recorded 7th May, 1867, Lib. C. S., Folio 299.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 109.

SURRENDER by the Chief and Band of the Indians of the White Fish River Indian Reserve, in the Province of Canada, to Her Majesty Queen Victoria, of their lands in the said Reserve so far as hereinafter described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the said reserve, resident on the Great Manitoulin Island, in the District of Algoma, and Province of Canada, for, and acting on behalf of the whole people of our said tribe, do hereby remise, release, surrender, quit-claim, and yield up, unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular

that certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said Province known as the District of Algoma aforesaid, being composed of all that tract of land marked No. 8 on the map or plan hereunto annexed, and lying between four lines thereon, three of which are marked red and one marked in black, reserving nevertheless to the same band the right of fishing in White Fish River, with the privilege of landing their nets on the shores thereof, in common with the grantees from the Crown who may settle thereon, containing about _____ be the same more or less. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons, and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men and of our people in all time to come.

And upon the further condition that the moneys received for the sale thereof, shall, after deducting the usual proportion for expense of management, be placed at interest and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the White Fish River Reserve aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government of this said Province may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the said District of Algoma.

Done at Manitowaning, in the said district, this nineteenth day of August in the year of Our Lord one thousand eight hundred and sixty-five.

Signed, sealed and delivered }
in presence of }

JOHN PRINCE,

Judge of the District of Algoma;
and of

C. T. DUPONT,

Visiting Superintendent and Commissioner
of Indian Affairs.

PA-BOM-MIS-SAY, Chief, (totem), [L.S.]
NOW-AH-GAH-BOW (totem), [L.S.]
SAH-QUAL-BE-NESS (totem), [L.S.]
JOHN MITCHELL (totem), [L.S.]
NOS-COO-NAI-KE-ZHIK (totem), [L.S.]
KE-ZHIK-GO-BE-NESS (totem), [L.S.]

And we hereby certify that the above release or surrender has been assented to and executed by the Chiefs and Principal Members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

JOHN PRINCE,

Judge of the District of Algoma.

C. T. DUPONT,

Visiting Superintendent and Commissioner of Indian Affairs.

PROVINCIAL REGISTRAR'S OFFICE,

OTTAWA, 14th June, 1867.

I hereby certify that this surrender was duly entered on the records of this office in Lib. C. S., Folios 302 and 303.

GEO. H. LANE,

Deputy Provincial Registrar.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Administrator of the Government in Council on the 31st May, 1867.

On a report, dated 23rd May, 1867, from the Hon. the Chief Superintendent of Indian Affairs, submitting for acceptance by Your Excellency, a surrender dated 19th August, 1865, by the Indians of the Ojibeway Tribe of the northerly portion

of the White Fish River Reserve, on the north shore of Lake Huron, for whom the said reserve was set apart (retaining that portion of it which forms a peninsula, as shown upon the tracing which accompanies the surrender.)

The Hon. the Chief Superintendent recommends that the same be accepted, with a view to the land embraced by it, being disposed of for the benefit of the band for whom the reserve was set apart.

The Committee recommend that the surrender be accepted and be enrolled in the offices of the Provincial Registrar and of the Commissioner of Crown Lands.

Certified,

WM. H. LEE,
C. E. C.

To the Honorable
The Provincial Registrar.
&c. &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
OTTAWA, 14th June, 1867.

I hereby certify that this copy of a report was duly entered on the records of this office in Lib. C. S., Folio 302.

GEO. H. LANE,
Deputy Provincial Registrar.

No. 110.

CANADA.

[L.S.] MONCK.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland,
Queen, Defender of the Faith, &c., &c., &c.

To all to whom these presents shall come, or whom the same may concern,

GREETING:—

H. BERNARD,
Deputy of the Minister of
Justice of Canada. } WHEREAS by an agreement made on the ninth day of
July, in the Year of Our Lord, one thousand eight
hundred and sixty-seven, between the Chiefs and Principal
Men of and belonging to the band of Indians living on and being interested in
the Indian Reserve known as the Garden River Indian Reserve, in the District of
Algoma, of the first part, and Us, Our heirs and successors, in trust as thereafter
set forth, of the second part, reciting that a certain society, known as the Société de
Jésus, by their missionary then resident in the said Garden River Indian Reserve,
had promised and agreed with the said Indian Chiefs and Principal Men, to erect a
water power grist mill and mill premises on the said reserve, whereby the Indians
resident on the said reserve might be allowed and enabled to grind such corn as
they might grow, and for that purpose it was necessary that a water power mill
privilege with a certain amount of land thereto adjoining requisite and necessary for
such mill premises, should be obtained on the said reserve.

And further, that the site had been chosen and selected and an agreement made
with the said Chiefs and Principal Men to erect thereon the said mill and the
premises for the objects aforesaid.

And further that the parties of the first part were anxious and desirous that the
said mill and premises should be erected, and were willing to grant and surrender
to Us in trust to enable Us to grant the same by patent.

It is witnessed, that the parties of the first part for and on behalf of the Garden
River Band of Indians did grant and surrender to Us, Our heirs and successors for
ever, all and singular that certain water power and mill site and privilege or tract of
land and premises hereinafter particularly mentioned, to hold the same unto Us, Our
heirs and successors upon trust to grant the same to the said Société de Jésus and

their successors for ever, on condition that the said Société de Jésus erect thereon, at once, the said grist mill and mill premises for the use and convenience of the Indians residing on the said reserve when they shall have grain to grind.

And whereas in pursuance of the Act passed in the 23rd year of Our Reign, intituled "An Act respecting the management of the Indian lands and property," the said surrender was assented to by the Chief of the tribe or band of Indians as well as by the several Indians entitled to vote at the meeting or Council of the tribe or band summoned for that purpose according to their rules, and held in the presence of an officer duly authorized to attend such Council by the then Commissioner of Crown Lands, as is shown by the certificate of the Judge of the Provisional Judicial District of Algoma, and of the officer authorized to attend by the Commissioner of Crown Lands;

And whereas such surrender has been submitted to and accepted by our Governor General in Council;

And whereas We think fit, in pursuance of the said surrender so accepted as aforesaid, to declare that Our heirs and successors will hold and be possessed of the said water privilege, mill site, mill power and premises hereinafter particularly mentioned and described, in trust for the several purposes hereinafter mentioned, being such as We think conducive to the benefit of the Indians and others mentioned, and as tending to effect the objects sought to be obtained :

Now know ye, and these presents witness, that We, Our heirs and successors do and shall, from and after the date of these presents, stand possessed of all and singular that certain water power and mill site and privilege and tract of land and premises situate, lying and being on said Garden River Indian Reserve, in the District of Algoma, and which may be more particularly described as follows, that is to say : A block of land three chains in width on each bank of the River Peltier, commencing at the mouth thereof on Little Lake George and running up on both sides of the said river to a point touched by the upper overflow of water created by the dam to be built for the said mill, together with all and singular the appurtenances and privileges of the said mill site and the premises belonging, upon trust for the several ends, intents and purposes hereinafter expressed and declared, that is to say :

1st. That all the Indians and Half-breeds of the said reserve shall, without distinction as to religious faith or creed, or any religious distinction whatever, be entitled to and may profit by and partake in the advantages which may from time accrue from the establishment of the said mill and to the use of the same.

2nd. That every donation for aiding in the construction of the proposed grist mill shall be paid to the Reverend Auguste Kohler (Kasongideeshkamg) or to the missionary or priest of the Société de Jésus or Jesuits for the time being to be by him disposed of according to his or their judgment in the erection, perfecting, completing, maintenance or repairing of the said grist mill. And further, that the said Reverend Auguste Kohler, or the missionary as aforesaid for the time being, shall forthwith proceed to erect on the said premises and to maintain, as before mentioned, a good and sufficient grist mill for the purpose herein contemplated, and that if any sum or sums of money now or hereafter to be received for the purposes of the said grist mill, by the missionary as aforesaid for the time being, shall exceed the amount necessary for such purpose, then that a sum sufficient for the necessary repairs of the said mill and premises shall be retained by him, and that the balance thereof if any, at any time, shall be disposed of for the benefit of the Indians or Half-breeds, of the said reserve.

3rd. That the Indians and Half-breeds of the said reserve at Garden River shall never be called upon to give for toll, at the said mill, more than one thirteenth of the grain which may be brought to be ground to the said mill, and that the Indians and Half-breeds aforesaid shall have a right to the shorts and bran arising from their share.

4th. That the said Reverend Auguste Kohler, or the missionary as aforesaid for the time being, shall invite the white people to aid by their contributions in the

erection of the mill and premises unconditionally, and that any persons so aiding shall (but after preference to the Indians and Half-breeds on the said reserve) have and enjoy the advantages of the said mill and the uses thereof in the grinding of their grain according to the legal rate, but that such contributions shall not constitute in themselves a right to use the said mill.

5th. That the Indians and Half-breeds of the reserve of Garden River aforesaid shall not seek the sale or alienation of the stream of water of the reserve which furnishes water for the said mill, and that in the surrender hereby made We, Our heirs and successors shall hold for the advantage of the said mill two hundred feet of ground on each side of the river as far as the great sluice two hundred feet above and on either side the sluice and two hundred feet on each side of the mouth of the river so far as the deep water navigable for large sized vessels in the Bay of Little Lake George, nor shall any establishment be at any time formed above the sluice which may injure the mill, nor shall the Indians or Half-breeds cut or permit to be cut any trees or underwood in or near the embankment of the said river.

6th. That the missionary for the time being as aforesaid shall have charge of the said mill, and shall direct and regulate the use of the same according to the provisions hereof, and shall have and regulate the use of the funds accruing from the said mill, and of making contracts and purchases as well as of selling the grain received for tolls therefor, and shall act in the same and in the management generally in and for the general interests of the Indians and Half-breeds of the said reserve without distinction of creed or faith, or any religious distinction whatever, and that in the distribution of any revenue of the mill the same shall be first given in the maintenance, repairs and support of the mill and next, in aid, to the aged and infirm and children; provided that any management of the mill and premises and of property and revenues thereof under this clause and of any distribution thereof shall be subject to the confirmation of any regulations in that behalf by Our Chief Superintendent of Indian Affairs.

7th. That in the construction of the said mill, all the machinery which Our Imperial Government had given in aid of establishing a saw mill shall be delivered to the said missionary for the time being, and shall be duly placed and erected in the said mill and as a part and for the purposes thereof.

8th. That if at any time it is considered desirable that a saw mill should be erected on the said mill site and premises, the proposal for the same, and all regulations in respect thereof shall be submitted for the approval of Our Chief Superintendent of Indian Affairs.

Provided always, and these premises are upon this express condition, that if any dispute shall arise in respect to the interpretation of any of the provisions hereof, the same shall be submitted through Our Superintendent of Indian Affairs, to Our Governor General in Council, and the decision of Our Governor General in Council thereupon shall from time to time be sufficient, and that upon breach of any of the declarations or provisions hereof, these Our Letters Patent, shall become void and of no effect.

In Testimony Whereof, We have caused these Our Letters to be made patent, and the Great Seal of Canada to be hereunto affixed. Witness, Our Right Trusty and Well Beloved cousin, the Right Honorable Charles Stanley Viscount Monck, Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of Ireland, and Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of the United Kingdom of Great Britain and Ireland, Governor General of Canada, &c.

At Our Government House, in Our the City of Ottawa, this seventh day of July, in the year of Our Lord, one thousand eight hundred and sixty-eight, and in the thirty-second year of Our reign.

By command,

HECTOR L. LANGEVIN,
Secretary of State.

Recorded 10th July, 1868 }
Lib. G., Folio 68. }

HECTOR L. LANGEVIN.

Secretary of State and Registrar General of Canada.

This Patent is cancelled under and by authority of an Order of the Honorable the Privy Council dated 8th June, 1869.

HECTOR L. LANGEVIN,
Secretary of State.

The accompanying Letters Patent bearing date 7th July, 1868, constituting a declaration of trust, vesting in the Crown for certain uses a mill site on the River Peltier within the Garden River Indian Reserve having been submitted to the Governor General in Council on the 8th June, 1869, and the concurrence of His Excellency in Council in the cancellation thereof having been given, the said Letters Patent are hereby cancelled under the provisions of the 22nd Section of the Act 23, Victoria, chap. 2nd and the 35th Section of the Act of the Parliament of Canada 31 Victoria, chap. 42, with a view to a new and correct Patent issuing in the stead thereof.

HECTOR L. LANGEVIN,
Secretary of State.

Ottawa, June 18th, 1869.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 23rd June, 1869.

Entered upon the record of the original Letters Patent as entered in Lib. G., Folio 68.

HECTOR L. LANGEVIN,
Secretary of State and Registrar General of Canada.

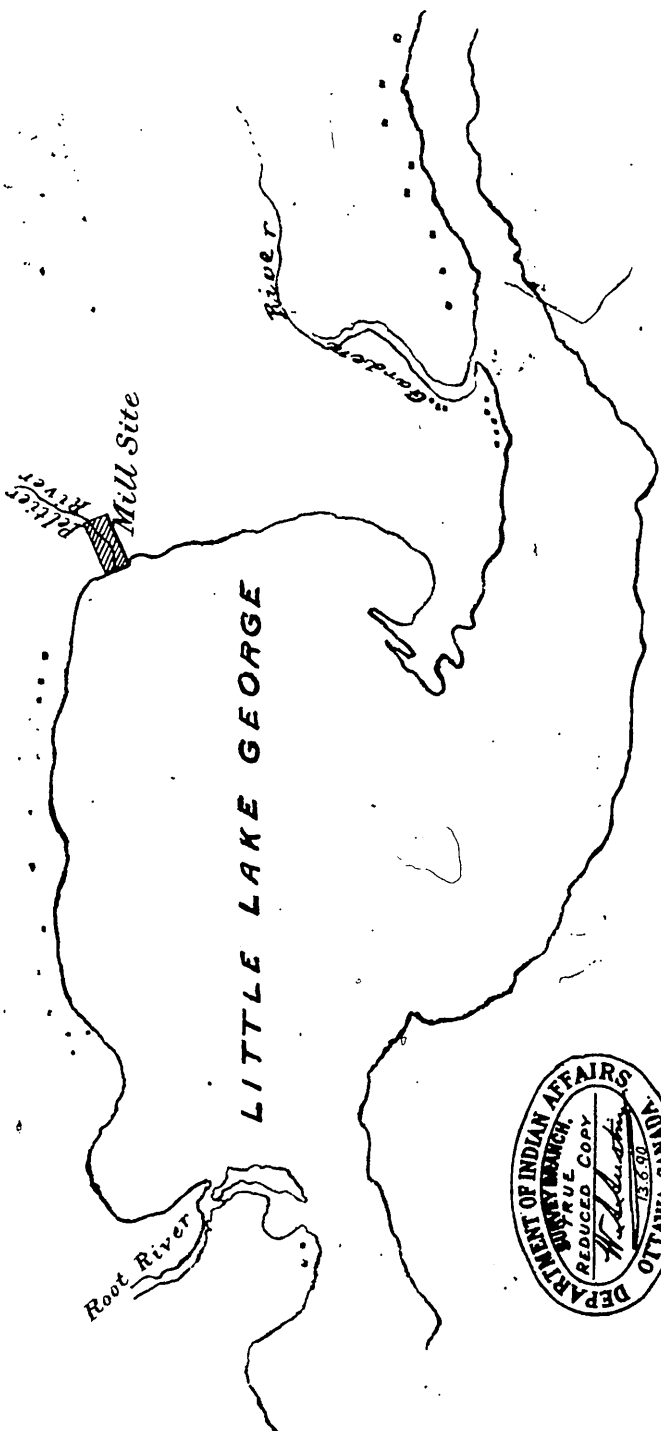
No. 111.

THIS AGREEMENT, made the ninth day of July, in the year of our Lord one thousand eight hundred and sixty-seven, between the Chiefs and Principal Men of and belonging to the band of Indians living on and being interested in the Indian Reserve known as the Garden River Indian Reserve, in the District of Algoma and Province of Canada, of the first part; and Her Majesty the Queen, Her heirs and successors, in trust, for the purposes hereinafter more fully set forth, and explained, of the second part.

Whereas a certain society, known as the "Société de Jésus," or Jesuits, by their missionaries now resident on said Garden River Indian Reserve, have promised and agreed with the said Indian Chiefs and Principal Men to erect a water-power grist mill and mill premises on said reserve, whereby the Indians resident on said reserve may be allowed and enabled to grind such grain as they may grow, and for that purpose it is necessary that a water-power mill privilege, with a certain amount of land thereto adjoining, requisite and necessary for such mill premises, should be obtained by the said "Société de Jésus," or Jesuits, on said Garden River Indian Reserve.

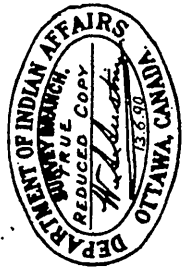
And whereas the said Jesuit missionaries, by their Superior, the Reverend Auguste Kohler, have chosen and selected on said reserve such a mill site and mill premises as they consider sufficient and necessary for the purposes already mentioned, and have agreed with the said Chiefs and Principal Men to erect thereon the said mill and mill premises for the object aforesaid.

And whereas the said parties of the first part are anxious and desirous that the said mill and mill premises should be erected, and are willing to grant and surrender to Her Majesty the Queen, in trust, to enable Her to grant by patent under the Great Seal of the Province of Canada to the said "Société de Jésus," or Jesuits, and their successors, for ever, such mill site and premises, requisite and necessary thereto.



LITTLE LAKE GEORGE

SUGAR ISLAND
U. S.



NOW THIS AGREEMENT WITNESSETH, that the said parties of the first part for and on behalf of the Garden River Band of Indians, for the object and purposes aforesaid, have given, granted, conveyed and surrendered, and by these presents, do give, grant, convey and surrender, to Her Majesty the Queen, and Her heirs, and successors for ever, all and singular that certain water-power and mill site, and privilege, and tract of land and premises, situate, lying and being on said Garden River Indian Reserve, which may be more fully described as follows, that is to say. A block of land three chains in width on each bank of the "River Peltier," commencing at the mouth thereof, on "Little Lake George," and running up on both sides of said river to a point touched by the upward overflow of water, created by the dam to be built for said mill, as laid down on annexed sketch or plan, together with all and singular the appurtenances and privileges to the said mill site and premises belonging. To have and to hold the said mill site and water power and tract of land, with their appurtenances and privileges, unto Her Majesty the Queen, Her heirs and successors for ever, to the uses and upon the trust following, namely, to grant by patent under the great seal of the Province of Canada the said hereinbefore described premises to the said "Société de Jésus," or Jesuits, and their successors forever, on the condition that the said "Société de Jésus" or Jesuits, erect thereon at once said grist mill and mill premises for the use and convenience of the Indians residing on said reserve when they shall have grain to grind.

AUGUSTIN, *Chief*, (totem), [L.S.]

his
T. x TOUIT,
mark.

JOHN BELL,

his
LOUIS x CADOTTE,
mark.

NAWAY KESICK (totem),

his
FRANÇOIS x RECOLLECT,
mark.

SAGAGOUSA (totem),

METEANOSH (totem),

SHAUWEBUSE (totem),

NEGESSA (totem),

GEORGE OGISTA,

J. B. TAGOUSH (totem),

WEGUWASS (totem),

JOSEPH RECOLLECT,

his
JOS. x BIRON,
mark.

his
JOSEPH x TEJOSH,
mark.

his
NENABOUGON, x
mark.

Witnesses to the above signatures }
and marks:

JOHN PRINCE,
Judge of the District of Algoma;
JOS. WILSON,
The officer duly authorized by the Statute, &c.,
23rd Vic., c. 151, s. 4.

We do hereby certify that the within written surrender of the land, &c., within mentioned (and a sketch or plan whereof is hereunto annexed) was assented to by

the Chief of the tribe or band of Indians, as well as by the several Indians entitled to vote at council thereon, according to the terms of the statute in such case made and provided, viz., 23rd Vic., c. 151, s. 4.

Witness our hands this 9th day }
of July, A.D., 1867. }

JOHN PRINCE,
Judge of the District of Algoma, &c.,

JOS. WILSON,
*The officer appointed by the Commissioner of Crown
Lands, according to the Statute.*

No. 112.

SURRENDER by the Chief and Band of the Indians of the Reserve at Maganattawan, in the Province of Ontario and Dominion of Canada, to Her Majesty Queen Victoria, of all the merchantable timber contained on the Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men belonging to Chief Paimoquonaishkung's Band, owning No. 1 Reserve, at Maganattawan in the District of _____ and Province of Ontario, Dominion of Canada, for and acting on behalf of the whole people and our said tribe, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular the merchantable timber on that certain parcel or tract of land situated in the Province of Ontario aforesaid, and in that part of the said Province known as the District of _____ aforesaid, being composed of Indian Reserve No. 1, situate on the Maganattawan River, in the rear of Byng Inlet, containing about 11,520 acres, be the same more or less, and a sufficient quantity of land on the said reserve on which to erect a saw mill and the necessary appurtenances of such an establishment. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of this Dominion shall or may deem most conducive to the interests of us, the said Chief and Principal Men, and of our people in all time to come, and upon further condition that the moneys received for the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chief and Principal Men of Indian Reserve number one, aforesaid, do on behalf of our people and for ourselves hereby ratify and confirm and promise to ratify and confirm, whatever the said Government of this Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said timber.

IN WITNESS WHEREOF we, the said Chief and Principal Men have set our hands and affixed our seals unto this instrument in the said

Done at Mehegahovedahung this seventeenth day of May, in the year of Our Lord one thousand eight hundred and sixty-nine.

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

WM. PLUMMER,
*Visiting Supt. and Commr.
Indian Affairs.*

GEO. OBOTOSWAY.

PAIMOQUONAISHKUNG, Chief, x (totem),	[L.S.]
FRANCIS PAMOQUONAISHKUNG x (totem),	[L.S.]
FRANCIS QUO-NAI x (totem),	[L.S.]
MAINOWAISHKUNG x (totem),	[L.S.]
PAIBOAEUNG x (totem),	[L.S.]
NAI-WAH-TAI-GEZ-HIK x (totem),	[L.S.]
MAIN-OGEZHIGOOK x (totem),	[L.S.]
KE-NAI x (totem),	[L.S.]
NAH-GAH-NOSH x (totem),	[L.S.]
JAH-TAI x (totem),	[L.S.]

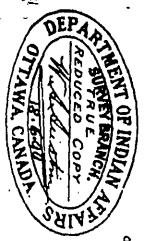
CROWN LANDS

NX

ROBERVAL

TOWNSHIP
of
QUIATCHOUAN

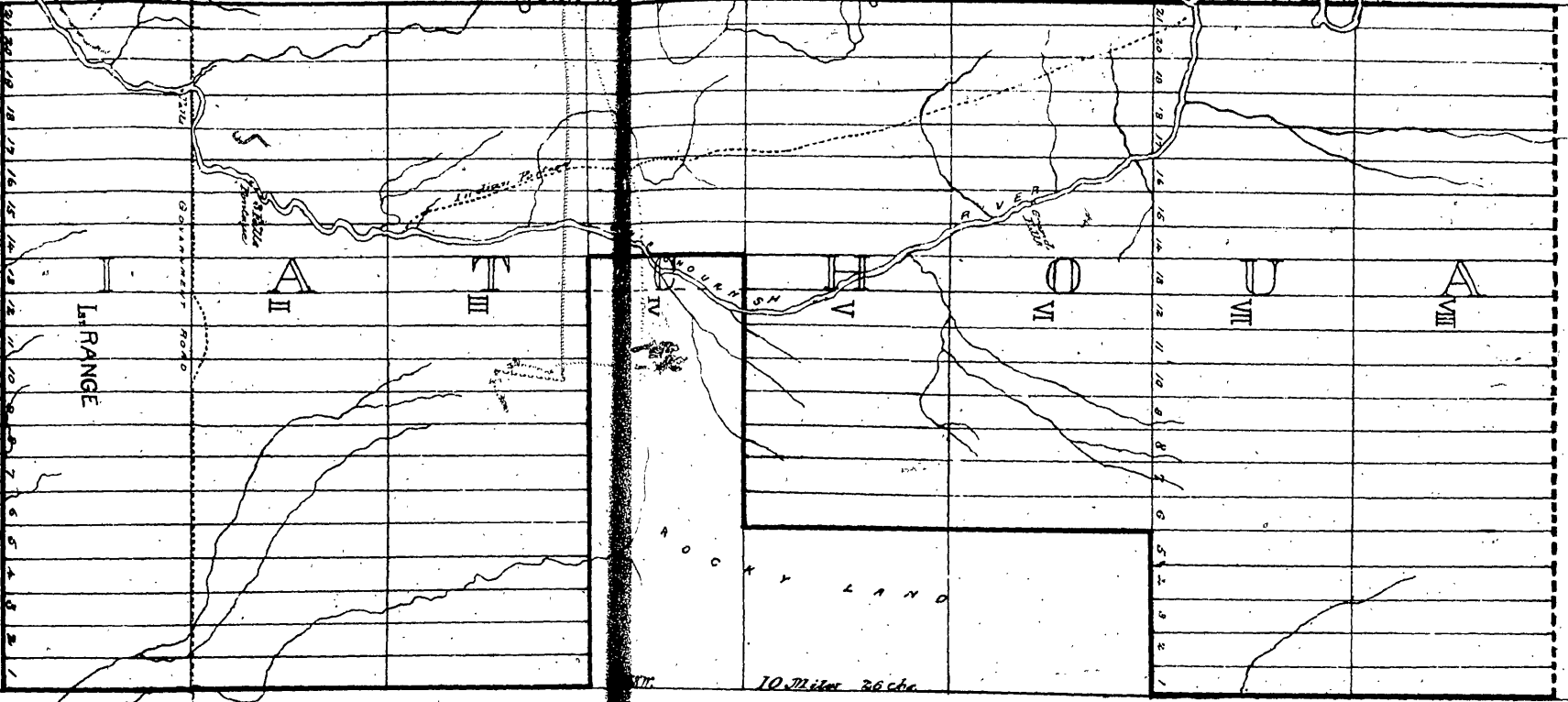
As surveyed by *W. G. D. Denny*
1886



CHOMUCHOUAN

10 Miles

10 Miles 36 cts

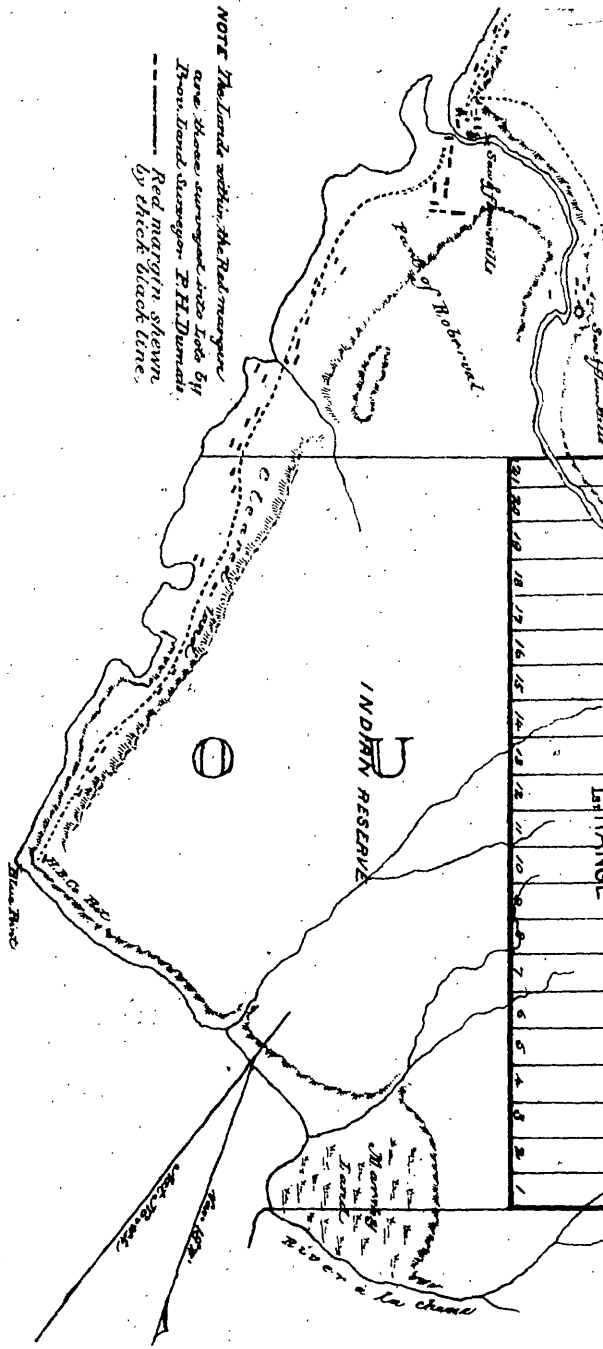


INDIAN RESERVE

I RANGE

NOTE: The lands within the Red margin are those surveyed into lots by Iron Land Surveyor F.H. Darnall. Red margin shown by thick black line.

R. aux Trappeurs



PA-ME-GEZ-HIC-GAH-NO-KEE x (totem),	[L.S.]
ME-TAH-SO-BE-NESS x (totem),	[L.S.]
PAH-ME-BAI-GEZ-HIK x (totem),	[L.S.]
KAH-GE-GE-WAI x (totem)	[L.S.]
NOW-QUOME-GAH-BOW x (totem),	[L.S.]
ESQUAI-GAH-BOW x (totem),	[L.S.]
NEE-BAI-NAI x (totem),	[L.S.]
MAIS-QUO-DAI-GIVON x (totem),	[L.S.]
WAIS-QUO-NAI-GEZ-HIK x (totem),	[L.S.]

Nine of the above mentioned were signed by me by their direction, I being their Chief; and they being scattered and living at great distances, could not be present at this Council.

Witness:

PAIMOQUONAISHKUNG, *Chief* x

GEORGE OBOTOSSOWAY.

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

WM. PLUMMER,

Visiting Supt. and Com. I. A.

GEORGE OBOTOSSOWAY.

No. 113.

SURRENDER by the Band of Montagnais Indians for whom was set apart the Reserve of the Township of Ouiatchouan, in the Province of Quebec, to Her Majesty Queen Victoria, of their lands in the Indian Reserve there, as described below, to be sold for their benefit.

KNOW ALL MEN that the undersigned Chief and Principal Men of the above mentioned band living on the above mentioned reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land situated in the Dominion of Canada and in that part of the said Province of Quebec, being composed of concessions one, two, three; parts of four, five, six and the whole of seven and eight, in the said Township of Ouiatchouan, as described and set forth in the map or plan hereunto annexed.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell, and convey the same to such person or persons and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal Men and our people in all time to come. And upon the further condition, that the monies received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants. And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the said Province of Quebec, at Post Metabetchouan. Done at our Council House this twenty-fifth day of June, in the year of Our Lord one thousand eight hundred and sixty-nine.

Signed, sealed and delivered in the
presence of:

Signed by the Chief and thirty-six other
Indians, members of the Band.

D. Roy,

Judge of Superior Court and of the District of Chicoutimi.

We, the undersigned, do hereby certify that all the names here above have been freely and voluntarily given, either by those who have set their own hands or affixed their marks.

IN WITNESS WHEREOF, we have signed the present at Metabetchouan, this twenty-fifth day of June, in the year of Our Lord one thousand eight hundred and sixty-nine.

F. DUROCHER,
THOMAS B. ROSS.

And we hereby certify that the above release or surrender has been assented to and executed by the Chief and principal members of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe, summoned for that purpose according to their rules and entitled to vote thereat.

D. ROY,

Judge of Superior Court, and of the District of Chicoutimi.

[*Translation follows.*]

PROVINCE DE QUÉBEC, }
DISTRICT DE CHICOUTIMI. }

Affidavit en vertu du chapitre 42, 31 Vict., cl. 8, sous-section 2.

Le révérend messire Dominique Racine, prêtre, vicaire forain, curé de la paroisse de Saint-François-Xavier de Chicoutimi, étant dûment assermenté, déclare et dit :

J'ai été chargé de la part du Secrétaire d'Etat de la Puissance du Canada d'assister au Conseil des chefs de la tribu des Montagnais, dans la région du Saguenay, lac Saint-Jean, convoqué pour délibérer sur la cession des terres réservées pour l'usage des Sauvages en vertu de tel acte et je déclare que la dite cession a été ratifiée par tous les chefs de la tribu, tel que pourvu et voulu.

En foi de quoi j'ai signé les présentes.

D. RACINE, Ptre.,
Procureur du Secrétaire d'Etat.

Assermenté devant nous à Chicoutimi, }
le 9 juillet 1869. }

D. Roy, J.C.S.

(*Translation.*)

PROVINCE OF QUEBEC, }
DISTRICT OF CHICOUTIMI. }

Affidavit in virtue of Cap. 42, 31 Vict., sub-section 2.

The Revd. Dominique Racine, Priest, non-residing Vicar, and Curate of the Parish of St. François-Xavier of Chicoutimi, being duly sworn, declares and says:

I have been deputed by the Secretary of State of the Dominion of Canada to be present at the Council of the Chiefs of the Montagnais Tribe, in the region of the Saguenay, Lake St. John, convoked to deliberate upon the cession of the lands reserved for the use of the Indians, in virtue of such Act, and I declare that the said cession has been ratified by all the Chiefs of the tribe according to the provisions of the law.

In testimony whereof I have signed.

D. RACINE, Priest,
Proc. to the Secretary of State.

Sworn before me at Chicoutimi, }
9th July, 1869. }

D. Roy, J.C.S.

[Translation follows.]

PROVINCE DE QUÉBEC, }
DISTRICT DE CHICOUTIMI. }

Affidavit en vertu du chap. 42, 31 Vict., cl. 8, sous-section 2.

Basile Tshgilnu, Etienne Tshinatsilnu, Luc Tsheilone, François Jourdin, Sauvages Montagnais et chefs de la tribu habitant la région du Saguenay, Lac Saint-Jean, ayant été duement assermentés sur les saints évangiles, déclarent, déposent et disent :

Comme chefs de la tribu, des Montagnais habitant la région du Saguenay, Lac Saint-Jean, nous déclarons que la cession des terres des Sauvages est duement consentie après délibération et ratifiée suivant la loi, par nous dits chefs, au nom de la dite tribu.

Signé par les cinq Sauvages membres de la tribu.

Noms des	x
membres	x
de la tribu.	x
	x

Assermentés devant nous à Chicoutimi, le 9 juillet 1869. }
D. Roy, J.C.S. }

(Translation.)

PROVINCE OF QUEBEC, }
DISTRICT OF CHICOUTIMI. }

Affidavit in virtue of Cap. 42, 21 Vict., sub-section 2.

Basile Tshgilnu, Etienne Tshinatsilnu, Luc Tsheilone, François Jourdin, Montagnais Indians and Chiefs of the tribe inhabiting the region of the Saguenay, Lake St. John, having been duly sworn upon the Holy Gospel, declare, &c., &c. :—

As Chiefs of the Montagnais Tribe, inhabiting the region of the Saguenay, Lake St. John, we declare that the cession of the Indian lands, after deliberation, is duly assented to and ratified according to law by us said Chiefs in the name of the tribe, and we have signed.

Signed by five Indians, members of the Band.

Sworn before me at Chicoutimi }
this 9th July, 1869. }
D. Roy, J.C.S. }

No. 113½.

[Translation follows.]

SACHEZ TOUS PAR CES PRÉSENTES QUE NOUS, François Etienne St.-Aubain, premier chef, Jean Athanas, second chef, Joseph Laurent, Jean Athanas, senior, James Grey, Antoine Athanas, Joseph Nicolas, Jean Bernard, Thomas Athanas, Jean Denis, Noël Denis, Laurent Athanas Félix Etienne St. Aubain, Baptiste Denis, François Grey, Paul Joseph, Elisabeth Terrien, Vve Paul Joseph, chefs et principaux de la tribu des Sauvages Amalécites résidant à l'Île Verte, à la Rivière-du-Loup, à Cacouna, et dans les places environnantes représentant notre peuple et agissant pour lui et en son nom, assemblés en conseil, ce quatrième jour d'août dans l'année de Notre Seigneur, mil huit cent soixante et neuf, à Cacouna, dans le comté de Témiscouata, dans la province de Québec, dans la Puissance du Canada, pour et en considération des avantages et profits qui devront résulter pour notre peuple de la vente des terres qui ont été réservées pour nous, dans le township Viger, dans la dite province de Québec, dans la dite Puissance du Canada, transportons et cédon's par les présentes

à notre Souveraine Dame la Reine Victoria, Ses héritiers et successeurs, en *fidéicomis*, pour être vendu au profit de notre dit peuple, et à la condition que les deniers, provenant de cette vente, soient (déduction faite d'une proportion raisonnable pour les frais d'arpentage et d'administration) convertis en bons sur l'Etat (*Dominion Stock*) portant intérêt à raison de six pour cent, par année, lequel intérêt sera divisé à époque fixe en parts égales entre les Sauvages qui résident actuellement dans aucune des localités plus haut en premier lieu mentionnées (et dont les noms se trouvent insérés dans la liste annexée à ces présentes) et leurs descendants à toujours. Cette réserve dans le dit township Viger telle que marquée sur le plan daté, Département des terres de la Couronne, le vingt février, mil huit cent cinquante-huit et représentée sur le dit plan comme étant de la contenance d'environ trois milles six cent cinquante arpents, ainsi qu'il appert de la copie du dit plan annexé à ces présentes, pour mieux montrer et expliquer la position de l'étendue des terres transportées et cédées par ces présentes dans le but qu'elles soient vendues.

À la condition en outre que chacun de nous soit rémunéré sur évaluation faite par une personne dûment autorisée à cet effet, par le Surintendant général des Affaires des Sauvages pour les améliorations qu'il pourra avoir faites sur aucuns des lots situés dans cette partie de la réserve maintenant transportée, lorsque ces dits lots ou aucun d'eux seront vendus, c'est-à-dire que la valeur intrinsèque de chaque lot formera partie du fond commun, et que les améliorations qui peuvent être faites sur aucun des dits lots, appartiendront aux ci-devant possesseurs Indiens, comme il est ci-dessus exprimé.

Pour avoir et posséder Sa dite Majesté la Reine, Ses héritiers et successeurs en *fidéicomis* les terres ci-dessus spécifiées et à Elle transportées par ces présentes et en faire l'usage plus haut mentionné.

En foi de quoi nous Chefs et Principaux de la tribu des Sauvages Amalécites comme susdit agissant pour et au non de notre peuple, lequel a sanctionné et approuvé en Conseil Général le dit transport et y avons apposé nos noms et sceaux, au lieu et jours plus haut mentionnés.

^{sa}
FRANÇOIS ETIENNE x ST. AUBAIN, *Premier Chef.*
marque.

^{sa}
JEAN x ATHANAS, *Second Chef.*
marque.

^{sa}
JOSEPH x LAURENT.
marque.

^{sa}
JEAN x ATHANAS, Sr.
marque.

^{sa}
JAMES x GREY.
marque.

^{sa}
ANTOINE x ATHANAS.
marque.

^{sa}
JEAN x BERNARD.
marque.

^{sa}
THOMAS x ATHANAS.
marque.

^{sa}
JEAN x DENIS.
marque.

^{sa}
NOËL x DENIS.
marque.

^{sa}
LAURENT x ATHANAS.
marque.

^{sa}
FÉLIX ETIENNE x ST. AUBIN.
marque.

^{sa}
BAPTISTE x DENIS.
marque.

^{sa}
FRANÇOIS x GREY.
marque.

^{sa}
PAUL x JOSEPH.
marque.

^{sa}
ELIZABETH x TERRIEN, veuve Paul Joseph.
marque.

^{sa}
JOSEPH x NICHOLAS.
marque.

Je soussigné accepte, pour et au nom de l'Honorable Secrétaire, d'Etat du Canada, Surintendant Général des Affaires des Sauvages, ayant duement été par lui autorisé à le représenter et à agir comme tel à cet fin, le transport ou instrument comportant la cession qui précède.

J. LAZ. MARCEAU, Ptre.
Curé de l'Isle Verte, et Missionnaire S.A.T.V.

Exécuté en présence des
témoins soussignés,
CHAS. BERTRAND, M. P.
H. CYRIAS PELLETIER.

Nous soussignés certifions que les procédés ci-dessus et des autres parts ont été faits en notre présence et que le tout est correcte et que la dite cession a été signée par François Etienne St. Aubain, premier chef, et Jean Athanas, jnr., second chef, et autres Sauvages.

Assermenté devant moi, juge
de la Cour Supérieure, à
l'Isle Verte, District de Ka-
mouraska, le vingt-deux
octobre mil huit cent
soixante et neuf.
F. O. GAUTHIER,
J. S. C.

^{sa}
JEAN x ATHANAS, 2ème chef.
marque.
J. LAZ. MARCEAU, Ptre.
*Curé de l'Isle Verte,
Missionnaire des Sauvages, Amalécites de Viger.*

(Translation.)

KNOW ALL MEN BY THESE PRESENTS that we, François Etienne St. Aubain, Head Chief, Jean Athanas, Sub Chief, Joseph Laurent, Jean Athanas, Senior, James Grey, Antoine Athanas, Joseph Nicolas, Jean Bernard, Thomas Athanas, Jean Denis, Noël Denis, Laurent Athanas, Félix Etienne St. Aubain, Baptiste Denis, François Grey, Paul Joseph, Elizabeth Terrien, widow Paul Joseph, Chiefs and Principal, Men of the Amalecite Indian Tribe, residing at l'Isle Verte, Rivière du Loup, Cacouna and vicinity, representing our people and acting for and in their name, assembled in Council, this fourth day of August, in the year of Our Lord one thousand eight hundred and sixty-nine, at Cacouna, County of Temiscouata, Province of Quebec and Dominion of Canada, for and in consideration of the advantages and profits which will result to our people from the sale of the lands which have been set apart for us in the Township of Viger, Province of Quebec and Dominion of Canada aforesaid, do hereby transfer and cede to Our Sovereign Lady Queen Victoria, Her heirs and successors, in trust, to be sold for the benefit of our said people and on the condition

that the monies accruing from such sale be (deduction being first made of a reasonable proportion thereof to meet with the expenses of survey and management), converted into Dominion Stock, bearing interest at 6 per cent. per annum, which interest shall be divided at stated periods, in equal parts among the Indians who are at present residing in any of the localities above mentioned (and whose names are inserted in the list hereto annexed) and their descendants for ever; that reserve in the said Township of Viger, as shown on the plan dated "Crown Lands Department, the twentieth day of February, one thousand eight hundred and fifty eight" and represented on the said plan as containing about three thousand six hundred and fifty acres, as shown on the copy of the said plan hereto annexed, which said copy is to better demonstrate and explain the position and extent of the hereby transferred and ceded lands, with a view to their being sold, and on the further condition that each of us be compensated on valuation being made by a person duly authorized to that effect by the Superintendent General of Indian Affairs, for the improvements which he may have performed upon any of the lots situated in that part of the reserve now ceded, when these said lots or any of them shall be sold; that is to say, the intrinsic value of each lot will form part of the general fund and the improvements which have been made on any of the said lots will belong to the theretofore Indian owners as above stated. To have and to hold to Her said Majesty the Queen, and Her heirs and successors, in trust, the lands above specified and ceded to Her by these presents, and to make use of as above stated.

IN TESTIMONY WHEREOF we the Chiefs and Principal Men of the Amalecite Indian Tribe, as above stated, acting for and in the name of our people, who have sanctioned and approved, in General Council, of the said transfer, have hereunto affixed our names and seals, at the place and date above mentioned.

FRANÇOIS ETIENNE x ST. AUBAIN, *Head Chief,*
his
mark

JEAN x ATHANAS, *Sub-Chief,*
his
mark

JOSEPH x LAURENT,
his
mark

JEAN x ATHANAS, *Senr.,*
his
mark

JAMES x GREY,
his
mark

ANTOINE x ATHANAS,
his
mark

JEAN x BERNARD,
his
mark

THOMAS x ATHANAS,
his
mark

JEAN x DENIS,
his
mark

NOËL x DENIS,
his
mark

LAURENT x ATHANAS,
his
mark

FÉLIX ETIENNE x ST. AUBAIN,
his
mark

BAPTISTE x DENIS,
his
mark

his
FRANÇOIS X GREY,
mark

his
PAUL X JOSEPH,
mark

her
ELIZABETH X TERRIEN, widow PAUL JOSEPH,
mark

his
JOSEPH X NICOLAS,
mark

I, the undersigned, for and in the name of the Honorable the Secretary of State of Canada, Superintendent General of Indian Affairs, duly authorized by him to represent him, and to act to that effect, do hereby accept the transfer or deed embodying the foregoing surrender.

J. LAZ. MARCEAU, Ptre.,
Curé of L'Isle Verte, and Missionary of the Amalecite Indians of L'Isle Verte.

Executed in the presence of the
undersigned witnesses:

CHAS. BERTRAND, M. P.,
H. CYRIAS PELLETIER.

We, the undersigned, hereby certify that the foregoing document was made in our presence, that it is correct, and that François Etienne St. Aubain, Head Chief, Jean Athanas, Junior, Sub-Chief, and fourteen other Indians, have signed it.

his
JEAN X ATHANAS,
mark

J. LAZ. MARCEAU, Ptre.,
Curé of L'Isle Verte and Missionary to the Amalecites.

Sworn before me, Judge of
the Superior Court at
L'Isle Verte, District of
Kamouraska, this twenty-
second day of October, one
thousand eight hundred
and sixty-nine.
F. O. GAUTHIER, J. S. C.)

No. 114.

KNOW ALL MEN BY THESE PRESENTS, that we, Louis De Gonzague, Jean Hannis, Pierre Joseph Wawanolette, Thomas Massadokons, Chiefs and Principal Men of the Abenakis Indians, on the reserve at St. Francis, in the County of Yamaska and Province of Quebec, for and acting on behalf of the whole people of Our band and nation, do hereby remise, release, surrender, quit claim and yield up to Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain pieces or parcels of land situated in that part of our seigniory in the Province of Quebec, at present claimed by white settlers, and which may be better known and described as follows:—

1. A land of three arpents more or less in front, by twelve arpents in depth, more or less, bounded in front by the River St. Francis, and which is claimed by the Rev. Mr. Maurault, and upon which the village of Pierreville is built.

2. A lot of land of about ten arpents in superficies, adjoining lot No. 1, also claimed by the Rev. Mr. Maurault.

3. Part of the island known as Isle de la Maison or St. Sebastien, containing about fifty arpents in superficies, also claimed by the Rev. Mr. Maurault.

4. An emplacement in the village of Abenakis, sold by Louis Obumsawin to Joseph Rascony, on the twenty-fifth day of November, one thousand eight hundred and forty-three.

5. Another emplacement sold by Jean Stanislaus to Joseph Rascony the twenty-sixth day of November, one thousand eight hundred and sixty.

6. A lot of land situate in Isle à L'Âil, claimed by Joseph Rascony.

7. An emplacement in the village Abenakis, sold by Pierre Joseph Obumsawin to Joseph Rascony, the sixteenth day of May, one thousand eight hundred and sixty-four.

8. A. lot of land in the Island Atcomback, in the occupation of Israel Dérousseau.

9. A lot of land in the village Abenakis, in the occupation of Henri Vassal, bounded in front by the road, in rear by the road St. Joseph, on one side by the representatives Angelique Pakikan and widow Portneuf, and on the other side by Simon Obumsawin, Thomas Massadagous and the common.

10. A lot of land in the Abenakis village, bounded in front by the road, in depth by the common, on one side by a route, and on the other side by Pierre Marie Magoa and others.

11. A piece of land situate at the Marais, in the said village, sold by Pierre Joseph Wawanolet to Henri Vassal, the seventeenth of August, one thousand eight hundred and sixty-six.

12. A piece of land in Isle Ronde, sold by Jean Massadagons to Henri Vassal, and containing one arpent and a-half, more or less, in superficies.

13. Another piece of land in Isle Ronde, claimed by Henri Vassal as having been purchased by him from widow Tahamont, Jean Elie Abumsawin and Marie Massadokis.

14. Another piece of land in Isle Ronde, containing fourteen arpents, in a wild state, and claimed by Henri Vassal as having purchased the same from Ignace Masta.

15. An island in the River St. Francis known as Isle "Alexandre Gill," purchased by Henri Vassal from Alexandre Gill.

16. A piece of land in Isle aux Pins claimed by David Gill, containing about five arpents.

17. A piece of land of about nine arpents in superficies in Isle aux Rapides, claimed by David Gill.

18. A piece of land in Isle Pierrot, containing about two arpents in superficies, claimed by Louis Gill, also four arpents and a-half in reserve.

19. A piece of land in Isle aux Pins containing about two arpents in superficies, claimed by William Dauplaise.

20. A lot of land in the village Abenakis, bounded in front by the river, in rear by the Abenakis Tribe, on one side by the Rev. Mr. Maurault and Joseph Laurent, on the other side by conceded land, containing about thirty-six arpents in superficies, and claimed by the widow of the late Ignace Gill, Esq.

21. A piece of land in Isle Atcomback, claimed by Mr. Felix Gill.

22. A piece of land in Isle Sebastien, containing about two arpents in superficies, claimed by Louis Caya as having acquired it from François Wdodoson.

23. A piece of land in Isle Ronde, containing about three arpents in superficies, claimed by Louis Caya as having acquired it from Catherine Obumsawin.

24. A piece of land in Isle à L'Âil containing about two arpents in superficies, claimed by Louis Caya as having acquired the same from Simon Obumsawin.

25. A piece of land in Isle Pierrot claimed by Joseph Daneau.

26. A piece of land in Isle Pierrot claimed by Agapit Daneau.

27. A piece of land in Isle claimed by Alfred Rousseau in virtue of a deed of the fourteenth of October, one thousand eight hundred and fifty-eight.

28. A piece of land in Isle à L'Ail, containing about six arpents in superficies, claimed by Alfred Rousseau.

29. A small island known as "Isle Roussau" claimed by Alfred Rousseau.

30. A lot of land, containing about two arpents in superficies in Isle Pierrot, claimed by Theodore Plamondon.

31. A small island, known as "Isle Simon," containing about one arpent and a half, claimed by Theodore Plamondon.

32. A piece of land containing about six arpents in superficies, situate in Isle Sebastien, claimed by Joseph Plamondon.

33. A piece of land containing about two arpents in superficies, situate in Isle aux Pins.

34. Five small islands, claimed by Joseph Plamondon, lying near Isle Sebastien.

35. A piece of land in the village Abenakis, containing about three arpents in front by five arpents in depth, bounded in front by the road, in rear by the tribe, on one side by conceded lands and on the other side by the reserve, claimed by L. A. Senecal, Esq.

36. A lot of land of about four arpents in front by eight arpents in depth at the extremity or north-west point of Isle Ronde, claimed by L. A. Senecal, Esq.

37. A lot of land of about three arpents in superficies, in the said Isle Ronde, claimed by the said L. A. Senecal, Esq.

38. A piece of land in the said Isle Ronde containing about three arpents and a half in superficies, bounded by the channel Hertel on one side and on the three other sides by the reserve, and all appurtenances, unto the said respective properties belonging. To have and to hold the same to Her said Majesty the Queen, Her heirs and successors for ever, in trust to sell and convey the same to such person or persons and upon such terms as the Government of the Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men and our people, and upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for the expense of management, be placed at interest for our benefit and that of our people in all time to come, and that the said interest shall be paid periodically to our people and their descendants. And we, the said Chiefs and Principal Men of the Abenakis Tribe of Indians, do for ourselves and on behalf of our people, hereby ratify and confirm, and promise to ratify and confirm, whatsoever the Government of the said Dominion hath done or may cause to be done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we the said Chiefs and Principal Men have hereunto set and affixed our seals at the village Abenakis of St. Francis this fourth day of July, one thousand eight hundred and sixty-eight.

Signed, sealed and delivered in
presence of
JOS. LAURENT.
SAMUEL BENEDICT.

LOUIS X DE GONZAQUE [L.S.]
JEAN HANNISS, [L.S.]
THOS. X MASSADOKONS, [L.S.]
P. J. WAWANOLETTE. [L.S.]

James Armstrong, of the Town of Sorel, advocate, and Jean Hanniss, one of the Chiefs of the Abenakis Tribe of Indians, being duly sworn, do depose and say that the above release or surrender has been assented to and executed by the Chiefs and Principal Men of the tribe of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat; and deponents have signed.

Sworn before me at Montreal this
sixth day of July, 1868:
CHARLES MONDELET.

JAMES ARMSTRONG.
JEAN HANNISS.

No. 116.

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

KNOW ALL MEN BY THESE PRESENTS, that we, the principal village and war Chiefs of the Ottawa and Chippewa Nations of Detroit, for and in consideration of the goodwill, friendship and affection, which we have for Alexander McKee, who has served with us against the enemy during the late war, have, by and with the consent of the whole of our said nations, given, granted, enfeoffed, alienated, confirmed, and by these presents do give, grant and enfeoff, alien and confirm unto His Majesty George the Third, King of Great Britain, France and Ireland, &c., &c., &c., a certain tract of land situated on the south side of Detroit River, beginning at the line granted on the seventh day of June, one thousand seven hundred and eighty-four, by the Ottawas and Hurons to Indian officers, and running an easterly course along said line until it arrives at the end of seven English miles; from thence a northerly course bearing always in breadth seven English miles from the said River Detroit till it strikes the most northerly branch of the River Canard; thence down the said branch and River Canard to the mouth thereof, and from thence down the River Detroit to the place of beginning. Also an island in the mouth of said River Detroit, commonly known by the name of Bois Blanc, with all and singular the appurtenances unto the said tract of land and island belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents and services of the said premises, and all the estate, right, title, interest, property, claim or demand whatever of us the said Chiefs or any one whatever of our said nations, in and to said tract or parcel of land, or of, in and to every part or parcel thereof, to have and to hold the said lands and premises hereby given and granted, or mentioned or intended to be given and granted, unto His said Majesty George the Third, His heirs and successors, for the only purpose or proper use and behoof of His said Majesty George the Third, His heirs and successors for ever. And we, the said Chiefs, for ourselves and the whole of our said nations, our and their heirs, executors administrators, do covenant, promise and grant to and with His said Majesty George the Third, His heirs and successors, by these presents, that His said Majesty, His heirs and successors, shall and lawfully may from henceforth and forever after peaceably and quietly have, hold, occupy, possess and enjoy the said tract or parcel of land hereby given and granted, with all and every of its appurtenances, free, clear and discharged, or well and sufficiently saved, kept harmless and indemnified of, from and against all former and other gifts, grants, bargains and sales, and of, from and against all former and other titles, troubles, charges or incumbrances whatever, had, done or suffered, or to be had done or suffered, by any of us, the Chiefs, or by any one whatever of the said nations, our and their heirs, executors or administrators; and by these presents do make this our act and deed irrevocable under any pretence whatever of the said nations, and have put His said Majesty in full possession and seizin by allowing houses to be built on the premises.

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

Signed in presence of:

THOS. WILLIAMS
JOHN CLARKE
DANL. FIELDS

EQCESBAWA, } *Ottawas.*
HIQUELOW, } *Bear Tribe.*

KENSAVANSE, *Wolf Tribe.*

PANDIAC.
ASSINOWA.

SHABOQUI, } *Chippewas.*
 HAYQUOSSEAU, } *Eagle Tribe.*
 MISQUIEAWPAWN,
 TICKOOUOEGOSSOW.

A true copy.

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

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

No. 117.

SURRENDER by Chief Shawbokezhik and Band of the 10th Indian Reserve, on Lake Nipissing, in the Province of Ontario, to Her Majesty Queen Victoria, all the merchantable timber contained on the said reserve, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the said reserve, in the Province of Ontario, for and acting on behalf of the whole people of our said tribe, do hereby surrender and yield up unto Our Sovereign Lady the Queen, and Her heirs and successors for ever, all the merchantable timber on the Indian reserve known and marked on the plan or map as No. 10, situated on Lake Nipissing, in the Province of Ontario aforesaid. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of the Dominion of Canada shall or may deem most conducive to the interest of us, the said Chief and Principal Men, and of our people, in all time to come. And upon the further condition that the moneys received for the value thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money so accruing from such investment shall be paid periodically to us and our descendants. And we, the said Chief and Principal Men of the aforesaid reserve, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm whatever the said Government of said Dominion may do or cause to be lawfully done in connection with the disposal and sale of the said timber.

IN WITNESS WHEREOF, we, the said Chief and Principal Men, have set our hands and affixed our seals unto this instrument.

Done at Lake Nipissing, in the Province of Ontario, on the fourteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-eight.

Signed and sealed and delivered }
 in the presence of }
 Wm. PLUMMER,
Visitg. Supt. Com. Indian Affairs.
 MCGREGOR IRONSIDE,
Clerk and Interpreter I.D.

SHAWBOKEZHİK, Chief, x [L.S.]
 NISH-E-NAH-BAL, Sub-Chief, x [L.S.]
 JOSEPH KEAH-KE-WE-GAH-BOW-
 WICK, x [L.S.]
 SE-MO, x [L.S.]
 CAH-DO, x [L.S.]
 FRANÇOIS NAHTODWANEÉ, or } x [L.S.]
 FRANÇOIS WAHSAIKEZHİK, }
 ALIXER COMMANDANT, x [L.S.]
 PE-NES-SE, x [L.S.]
 JOS. KEAK-KE-WE-GAH-BOW-
 WICK, or JOS. COMMANDANT, } x [L.S.]
 JEAN BTE SHAWBOKEZHİK, x [L.S.]
 FRANÇOIS GOULAIS, x [L.S.]
 TEGWOB, x [L.S.]
 NAITUMEGAHBOW, x [L.S.]
 BUZWAH, x [L.S.]

It is hereby agreed by Wm. Plummer, Superintendent and Commissioner Indian Affairs, on behalf of Her Majesty the Queen and the Government of the Dominion
 18*

of Canada, who desire to deal liberally with all Indian tribes or bands, that the said Government of Canada shall dispose of or sell the merchantable timber on the Indian reserve known and marked on the map or plan as No. 10, situated on Lake Nipissing, in the Province of Ontario, for the benefit of Chief Shawbokezhik and his band, and for their descendants. And that the said Government also hereby agree to pay 32 cents for each sawlog cut and taken from the reserve, and a bonus, besides of ten dollars per superficial mile, or a sum of eight hundred and eighty in lieu thereof, and a rental of eighty-eight dollars per annum so long as the Government shall see fit to retain the right to sell the timber. The amount accruing from these sources shall be placed at interest, and, after deducting the usual proportion for the expense of management, shall be divided periodically among Shawbokezhik and his band and their descendants.

In witness whereof I have hereunto set my hand and seal.

WM. PLUMMER,
Visiting Supt. and Commissioner.

Done at Lake Nipissing, this fourteenth day of August, 1868.

No. 118.

We, Thomas Mercer Jones, of the Town of Goderich, County of Huron, Huron District and Province of Canada, and Frederick Widder, of the City of Toronto, County of York, Home District and Province aforesaid, Esquires, the attorneys of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled, "An Act to enable His Majesty to grant to a Company, to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed such attorneys by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled, "An Act to alter and amend an Act for enabling His Majesty to grant to a Company, to be incorporated by charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of eighty-seven pounds ten shillings lawful money of the Province of Canada, to us, as such attorneys, as aforesaid, paid by Samuel P. Jarvis, Chief Superintendent of Indian Affairs, grant and release, yield up and surrender unto Our Sovereign Lady Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and to Her heirs and successors, all that certain parcel or tract of land, situate as follows: composing lot fifteen, in the second concession of the Township of Alwiche, County of Northumberland, Newcastle District and Province aforesaid, containing by admeasurement two hundred acres of land, be the same more or less, and all the right, title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto Our said Lady the Queen, Her heirs and successors forever, in trust, for the sole use and benefit of the Messessaga Tribe of Indians, known and described as of Kingston and the Bay of Quinté.

IN WITNESS WHEREOF, we, the said Thomas Mercer Jones and Frederick Widder have hereunto subscribed our hands as attorneys of the said Canada Company, and affixed our seal of office at the City of Toronto, in the Province of Canada, this eighth day of November, in the year of Our Lord one thousand eight hundred and forty-one.

Signed, sealed and delivered in presence of:
DONALD McDONALD,
THOS. COLLIER.

THOMAS MERCER JONES,
FREDERICK WIDDER.

[L.S.]
[L.S.]

We hereby certify that this is a correct copy of a deed recorded in the Canada Company's office, Deed Book No. 13, folio 39.

ALFRED WILLSON,
HERBERT HAMILTON.

PART OF

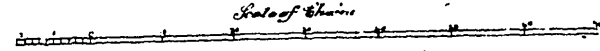
MAP

OF THE

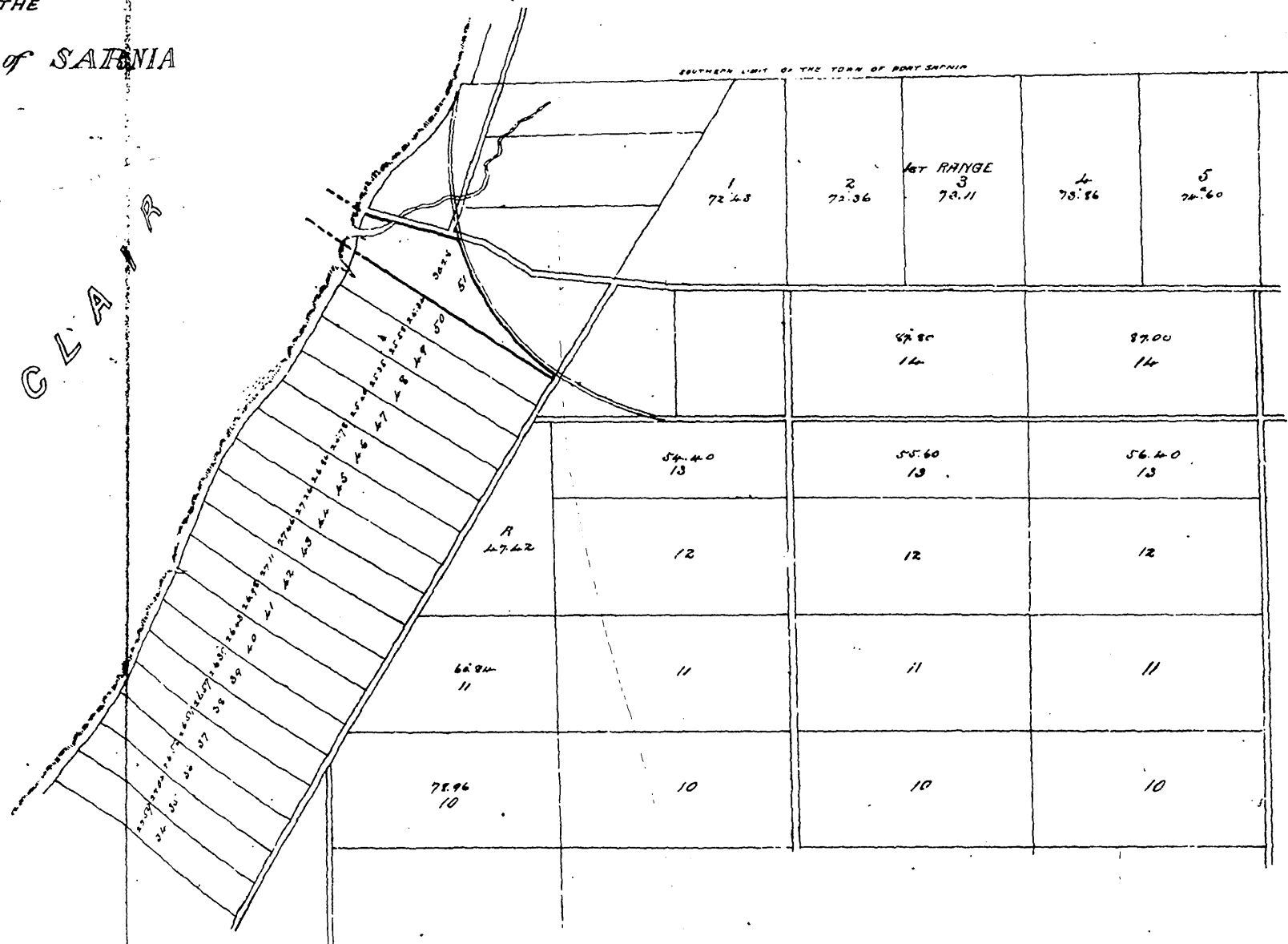
INDIAN RESERVE

IN THE

TOWNSHIP of SARONIA



RIVER
ST. CLAIR



No. 119.

WHEREAS, the Chippewa Indians of Sarnia in general council assembled upon their reserve, on Thursday, the fourth day of May, in the year of Our Lord one thousand eight hundred and seventy-one, at which were present about seventy of our Chiefs, Principal Men and Warriors, did covenant and agree with William Spragge, Esquire, Deputy Superintendent of Indian Affairs for the Dominion of Canada, and Robert Mackenzie, Esquire, our Visiting Superintendent, to surrender and yield up to Our Sovereign Lady the Queen, in trust, to be sold for the benefit of our people, so much of our said reserve, being composed of the westerly portion of lot number fifty-one, of the front range of lots on the River St. Clair, in the said reserve, containing twenty-three acres, and also the water lot in front thereof, in consideration that out of the proceeds of the sale thereof, to be made for the stipulated sum of five thousand dollars, there shall be, with all convenient dispatch after the receipt of the said amount, divided and distributed among the members of our said band of Indians the sum of one thousand five hundred dollars, and that a further sum of five hundred dollars be paid to Abraham Oamahsong, one of the said Sarnia Indians, in consideration of certain improvements owned by him on the said lot, and upon the further condition that the balance of the said principal sum of five thousand dollars, and amounting to the sum of three thousand dollars, be placed at interest by the Government of the said Dominion of Canada, and that the interest accruing thereon be paid to us half yearly at the same time with our other distribution moneys. Know therefore all men by these presents, that we, Joshua Wawanosh, William Wawanosh, George Aishquagonaby, Thomas Noyahuaquodt, Jacob Petadick, Antoine Rodd, John Sumner, Nicholas Plain, John Johnston, William Waubuck, Andrew Nageeshig, Moses Henry, Luke Nawahdayosh, Elijah George and Ephraim Jackson, and John Lighthouse, Chiefs, Principal Men and Warriors of the said Sarnia Indians, do hereby, by and with the consent of our people and on their behalf, convey, surrender and yield up to Our Sovereign Lady the Queen, Her heirs and successors, in trust, as aforesaid, absolutely and for ever, so much of the said Sarnia Reserve, comprising twenty-three acres, described as aforesaid, together with the water frontage lying in front of the road allowance bounding the said lot number fifty-one, subject, nevertheless, to the conditions aforesaid.

IN WITNESS WHEREOF, we, the said Chiefs, Principal Men and Warriors above named, have set our hands and seals to this surrender, executed in duplicate and dated at Sarnia, in the County of Lambton, Province of Ontario, and Dominion of Canada, this fifth day of May, in the year of Our Lord one thousand eight hundred and seventy-one.

Signed in the presence of C. }
M. GARVEY, of the Town of }
Sarnia, Student-at-Law. }

WM. SPRAGGE,	[L.S.]
ROBT. MACKENZIE,	[L.S.]
JOSHUA WAWANOSH, X	[L.S.]
WILLIAM WAWANOSH,	[L.S.]
GEO. ASHUAGONABY, X	[L.S.]
THOMAS NAYAHAAQUODT, X	[L.S.]
JACOB PETAHDICK, X	[L.S.]
ANTOINE RODD, X	[L.S.]
JOHN SUMNER,	[L.S.]
NICHOLAS PLAIN, X	[L.S.]
JOHN JOHNSTON,	[L.S.]
WILLIAM WAUBUCK, X	[L.S.]
ANDREW NAGEESHIG, X	[L.S.]
MOSES HENRY,	[L.S.]
LUKE NAWAHDAYOSH,	[L.S.]
ELIJAH GEORGE,	[L.S.]
EPHRAIM JACKSON,	[L.S.]
JOHN LIGHTHOUSE, X	[L.S.]

COUNTY OF LAMBTON. }
To Wit: }

We, William Spragge, of the City of Ottawa, in the County of Carleton and Province of Ontario, Deputy Superintendent of Indian Affairs for the Dominion of Canada, and Joshua Wawanosh, of the Indian reserve adjoining the Town of Sarnia, in the County of Lambton and said Province of Ontario, Head Chief of the Chippewa Band of Indians resident on the said reserve, severally make oath and say:—

1. That a certain surrender of twenty-three acres, and of the water lot in front thereof, of lot number fifty-one, in the front range of lots on the River St. Clair, in the said reserve, bearing date the fifth day of May, one thousand eight hundred and seventy-one, was, at a certain council held on the said reserve, on the fourth day of May instant, by the Chiefs entitled to vote at such council and by the Principal Men and Warriors of the said band assented to.

Sworn before me at the Town of }
Sarnia in the said County of }
Lambton, this fifth day of May, }
A.D. 1871. }

WM. SPRAGGE,

JOSHUA ^{his} x WANANOSH.
mark

CHARLES ROBINSON,
Judge of the Co. Court of the Co. of Lambton.

No. 120.

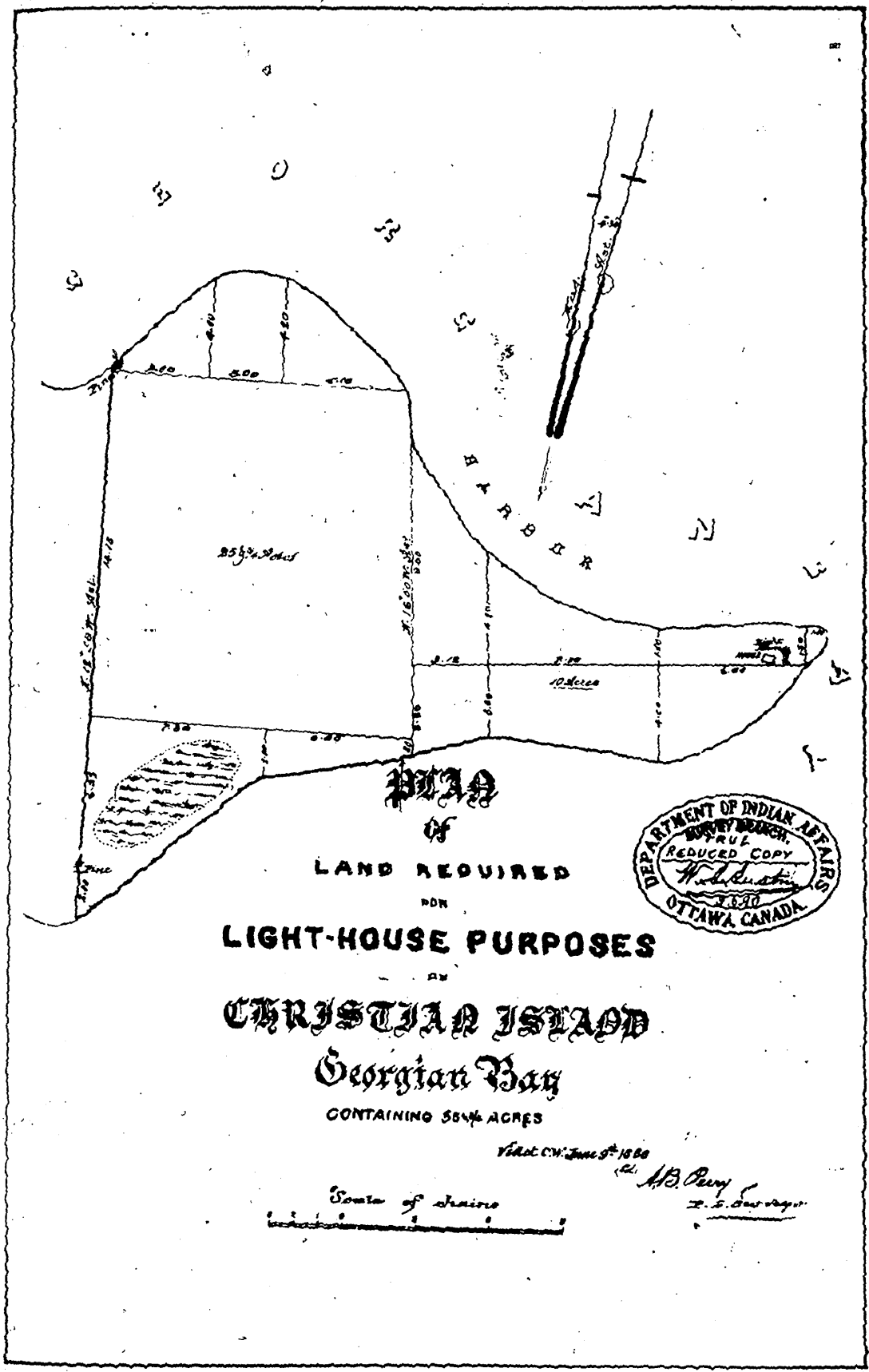
SURRENDER by the Chiefs and Band of the Ojibway Indians residing on the Christian Island, in Lake Huron, in the Province of Canada, to Her Majesty Queen Victoria of a certain piece of their land in the said Christian Island for lighthouse purposes, described below, to be sold for their benefit.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Beausoleil Band of Ojibway Indians resident on the Christian Island, in the Georgian Bay, in Lake Huron, in the County of Simcoe and Province of Canada, for and acting on behalf of the whole people of our said band, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular that certain parcel or tract of land situated in the Province of Canada aforesaid, and in that part of the said County of Simcoe known as the Christian Island aforesaid, being composed of part of the south-easterly point of the island called the Christian Island aforesaid, containing twenty-five and three-quarter acres (a plan of which is attached to this surrender, and which twenty-five and three-quarter acres adjoins the ten acres already surrendered), be the same more or less. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of this said Province shall or may deem most conducive to the interests of us the said Chiefs and Principal Men and our people in all time to come.

And upon the further condition that the moneys received for the sale thereof shall, after deducting the usual proportions for expense of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants.

And we, the said Chiefs and Principal Men of the Beausoleil Band of Ojibway Indians aforesaid, do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government of this said Province may do or cause to be lawfully done in connection with the disposal and sale of said land.

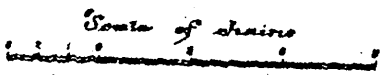
IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and affixed our seals unto this instrument in the year and place stated below.



PLAN
OF
LAND REQUIRED
FOR
LIGHT-HOUSE PURPOSES
ON
CHRISTIAN ISLAND
Georgian Bay
CONTAINING 58 1/4 ACRES



Sept. 27th 1880
 W. H. L. S.
 I. S. G. S.



Done at Christian Island, this twenty-sixth day of June, in the year of Our Lord one thousand eight hundred and sixty-six.

Signed, sealed and delivered in the presence of us, having been first read and interpreted.

ALLAN SALT,
Weslayan Missionary,
and of W. R. BARTLET,
Vist. Supt. Commr. Ind. Affairs.

JOHN ASSANCE, <i>Chief (totem),</i>	[L.S.]
JAMES ASSANCE, <i>Chief (totem),</i>	[L.S.]
WM. ASSANCE, <i>Councillor (totem),</i>	[L.S.]
JOHN MONAGUE, <i>Councillor (totem),</i>	[L.S.]
ASA NAWAQUEZLIG (totem),	} Princip. Mem.
BENJAMIN YELLOWHEAD (totem),	
LUKE SKY (totem),	
JONAS MONAGE (totem),	
JOSEPH SHOKAN (totem),	
THOMAS SKY (totem),	

We hereby certify that the above release or surrender has been assented to and executed by the Chiefs and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose according to their rules and entitled to vote thereat.

ALLEN SALT,
Weslayan Missionary on Christian Island.
W. R. BARTLETT,
Visiting Supt. and Commissioner of Indian Affairs.

DOMINION OF CANADA, }
PROV. OF ONTARIO, }
COUNTY OF SIMCOE. }
To Wit:

Personally appeared before me William Russell Bartlett, of the City of Toronto, in said Province, Visiting Superintendent of Indian Affairs, and James Assance, of Christian Island, in Lake Huron, one of the Chiefs of the Indians of that island, who being sworn, severally depose and say: and

1. The said William Russell Bartlett, for himself, saith that the annexed release or surrender was assented to by the said James Assance and his brother, John Assance, they being the only Chiefs of said tribe or body of Indians assembled at a meeting or council of the tribe summoned for that purpose.

2. That said meeting or council was held in his presence and he heard such assent given.

3. That he was duly authorized to attend such council by the Secretary of State.

And the said James Assance, for himself, saith:—

1. That he and his brother, John Assance, are the Chiefs and the only Chiefs of the Christian Island Indians, and they are entitled to vote at the council or meeting above mentioned.

2. That the annexed release or surrender has been assented to by himself and his said brother.

3. That such assent was given at a meeting or council summoned for that purpose, at which himself and his said brother were present, and also the said other deponent, William Russell Bartlett.

Sworn before me by the said deponents, William Russell Bartlett and James Assance, this 4th day of June, A.D. 1870.

W. R. BARTLETT.
JAMES ASSANCE, *Chief (totem).*

JAMES R. GOWAN,
County Judge, Simcoe.

Recorded 1st August, 1874. }
Lib. S., Fol. 85. }

R. W. SCOTT,

Secretary of State and Registrar General of Canada.

No. 121.

KNOW ALL MEN BY THESE PRESENTS that we, the Chiefs and Principal Men of the Chippewa, Pottawatomie and Ottawa Indians residing on Walpole Island, in the Province of Ontario, being this day assembled in council, have agreed to surrender, and do hereby surrender and yield up unto Her Most Gracious Majesty the Queen, Her heirs and successors, all the right, claim and title which we possess of, in and to the following islands in the upper part of Lake Erie, near to the mouth of the River Detroit, namely: "Middle Sister" Island, "Hen and Chickens" or "Bird" Islands, "North Harbour" Island, "East Sister" Island, "Middle" Island, as well as any other islands in the above vicinity to or in which we may have any claim or interest. To the end that the said islands may be sold to such persons and on such terms as may be deemed most conducive to the interest and benefit of the tribes which we represent.

And we do hereby, for ourselves and on behalf of our people, agree to ratify and confirm whatsoever the Government of the Dominion of Canada, acting on behalf of Her Majesty, may do or cause to be done in connection with the disposal and sale of the aforesaid islands.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Walpole Island this twentieth day of January, in the year of Our Lord one thousand eight hundred and seventy.

Signed and sealed in our presence, }
 being first read and fully explained. }
 ROBT. MACKENZIE, *V.S. and C.*,
 ANDREW JAMIESON, *Missionary*,
 JAMES CAMERON, *Teacher*,
 WM. N. FISHER, *Interpreter*.

Chippewas.	SHAHWAHNOO, Chief, ^{his} x _{mark} [L.S.]
	KEYOSHK, ^{his} x _{mark} [L.S.]
	SOLOMON PATTASUNG, ^{his} x _{mark} [L.S.]
	ALEXANDER JOHNSON, ^{his} x _{mark} [L.S.]
	MESHAKONAHOM, ^{his} x _{mark} [L.S.]
	GEORGE KNAGGS, ^{his} x _{mark} [L.S.]
	KICKNOSWAY, ^{his} x _{mark} [L.S.]
	J. G. BIRD, [L.S.]
	WM. N. FISHER, [L.S.]
	JOHN NATALMASH, ^{his} x _{mark} [L.S.]
	KOKOSH, ^{his} x _{mark} [L.S.]
	WASOWHGONABY, ^{his} x _{mark} [L.S.]
	CHARLES KIYOSHK, ^{his} x _{mark} [L.S.]
	TOOSHKENAHWAY, ^{his} x _{mark} [L.S.]
	MOSES SOLOMON, ^{his} x _{mark} [L.S.]
PETWAGESHIK, ^{his} x _{mark} [L.S.]	

Pottawatamies.	}	JOSEPH KOWSOD, X	his mark	[L.S.]
	}	CHARLES NOODIN, X	his mark	[L.S.]
	}	CHANNY, X	his mark	[L.S.]
	}	NA-AHJEI, X	his mark	[L.S.]
	}	NAH-WAKODOO, X	his mark	[L.S.]
	}	TEQUON, X	his mark	[L.S.]
Ottawas.	}	PEWAMOO, X	his mark	[L.S.]
	}	JOSEPH OSAUGEE, X	his mark	[L.S.]
	}	AUDWEGONABY, X	his mark	[L.S.]
	}	MAHKAHDABENASY, X	his mark	[L.S.]
		PA-BAH-MAH-SHEE, X	his mark	[L.S.]

PROVINCE OF ONTARIO,
COUNTY OF LAMBTON
To Wit:

We, the undersigned, hereby certify that the above surrender of lands was freely assented to at the council assembled for the purpose at Walpole Island, on the 20th day of January, 1870, by a majority of the Chiefs and Principal Men of the several bands of Indians entitled to vote thereat.

Sworn before me at Sarnia in the
County of Lambton, this 20th day
of April, A.D. 1870.

ROBT. MACKENZIE, V.S. and C. [L.S.]
WILLIAM N. FISHER,
One of the Chiefs present and entitled to vote.
[L.S.]

CARLES ROBINSON,
Judge County Court, County Lambton.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 24th March, 1871.

On a report, dated 22nd November, 1870, from the Honorable the Secretary of State for the Provinces, submitting a surrender to the Crown in trust, executed by Shahwahnoo, Keygoslih, Salmon Puttasing, Alexander Johnson and others, Chiefs and Principal Men of the Chippawas, Pottawatamies and Ottawa Indians residing on Walpole Island, with a view to the same being accepted by Your Excellency in Council, and stating that this instrument includes the following lands until now not yielded up to the Crown: Middle Sister Island, Lake Erie; Hen and Chickens, or Bird Islands, North Harbour Island, Lake Erie; Eastern Sister Island, Lake Erie; Middle Island, Lake Erie, and as well as any other islands in the above vicinity to or in which they may have any claim or interest.

That the condition of the surrender is that the lands in question may be sold on such terms as may be deemed most conducive to the interests of the Indians, whom the parties to the surrender represent.

That the duty of negotiating with the Walpole Island Indians for a surrender of the islands referred to was delegated to Mr. Robert Mackenzie by letter from the Honorable Mr. Langevin, dated 8th November, 1869, and that Mr. Mackenzie had held previously thereto the position of Superintendent to the Walpole Island Indians.

The Committee advise that the surrender above submitted be accepted and enrolled in the usual manner in the office of the Registrar General.

Certified,

WM. H. LEE,
Clerk. P. C.

To the Honorable
The Secretary of State
&c., &c., &c., for the Provinces.

No. 122.

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Chief and Principal Men of the Micmac Band owning the Buctouche Indian Reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming a portion of the said Buctouche Indian Reserve, and situated in the Province of New Brunswick, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same: Bounded on the Big Buctouche River, Kent County, New Brunswick, by a maple stump N. 18°, 15' W. to a stake on the road N. 71°, 45' E-S. 18°, 15' E., and to S. 73°, 30' W., bounded to land granted to Dominique Robicheau, N. 16°, 31' W.; bounded on the other side by Big Buctouche River, in the County of Kent, New Brunswick, according to the plans annexed. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land as above described, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of this said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever, and we the said Chiefs and Principal Men of the band aforesaid, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men have set our hands and have affixed our seals unto this instrument at Buctouche, Kent County, in the said Province of New-Brunswick and Dominion of Canada aforesaid, this third day of September, in the year of Our Lord one thousand eight hundred and seventy.

Signed, sealed and delivered in }
the presence of }
F. E. W. POULIOT.

his
DOMINIQUE x BERNARD, *Ind. Chief* [L.S.]
mark

his
GREGOIRE x BEPIEL, *Captain*, [L.S.]
mark

his
THOMAS x NOËL, [L.S.]
mark

his
MICHEL x WILMET, [L.S.]
mark

his
PETER x GRIMS, *Dep. Ind. Chief*. [L.S.]
mark

State

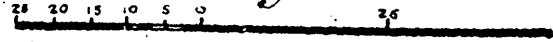
T. 71. S. 5. E.

PLAN OF BUCTOUCHE INDIAN RESERVE STE. MARYS, KENT CO. N.B.

with Lots and by whom occupied

ed) H. N. P. V. L. I. T. - L. P. U. I.

Scale of chains



T. 18. 15. 7. 100 chains

7 1/2	Oliver White 25 acs 88 chs	7 1/2	Samuel White 50 acs 67 chs	7 1/2	George Cormier 75 acs 100 chs
7 1/2		7 1/2		7 1/2	Commar 97 acs 110 chs
7 1/2		7 1/2		7 1/2	David M. Girouard 82 acs
5	Reserve	5	Zefer Miller 83 acs	5	
5	Char Miller 68 chs	5	Louis Miller 88 acs	5	
5		5	Marcel Miller 88 acs	5	
7 1/2	Philip Cormier 50 acs 72 chs	7 1/2	Samuel Allan (C) 42 acs 57 chs	7 1/2	
7 1/2		7 1/2	Simoon Allan (C) 94 acs 122 chs	7 1/2	
7 1/2	Samuel 135 chs	7 1/2	Allain (C) 99 acs 135 chs	7 1/2	
7 1/2	Pierre 136 chs	7 1/2	Allain Co 100 acs 136 chs	7 1/2	
7 1/2		7 1/2	Philip Cormier 100 acs 137 chs	7 1/2	
7 1/2		7 1/2	Irben Cormier 100 acs 141 chs	7 1/2	
7 1/2		7 1/2	Mateon Cormier 50 acs 77 chs	7 1/2	
7 1/2		7 1/2	Clement Cormier 50 acs 77 chs	7 1/2	

Granted to J. W. Hollenher

Granted to Noel John

M. M. 50 acs 200 chs 20 acs 200 chs

BUCTOUCHE RIVER

T. 18. 15. 7. 88 chains

Oliver White 20 acs 25 chs
Thomas Girouard 42 acs 57 chs
Philippe 59 chs
Oliver Allan 68 chs
Sam. M. Girouard 82 acs

T. 71. S. 5. E.

Granted to J. W. Horners

Granted

M. Chandler

B
U
D
Y
O
U
C
H
E
R
I
V
E
R

MILL CREEK

A. McMillan

John Morrison

M. Morrison

Surveyed to

D. Collette

Collette

Granted

N. A. Beckwith

Granted

Neil McIntosh

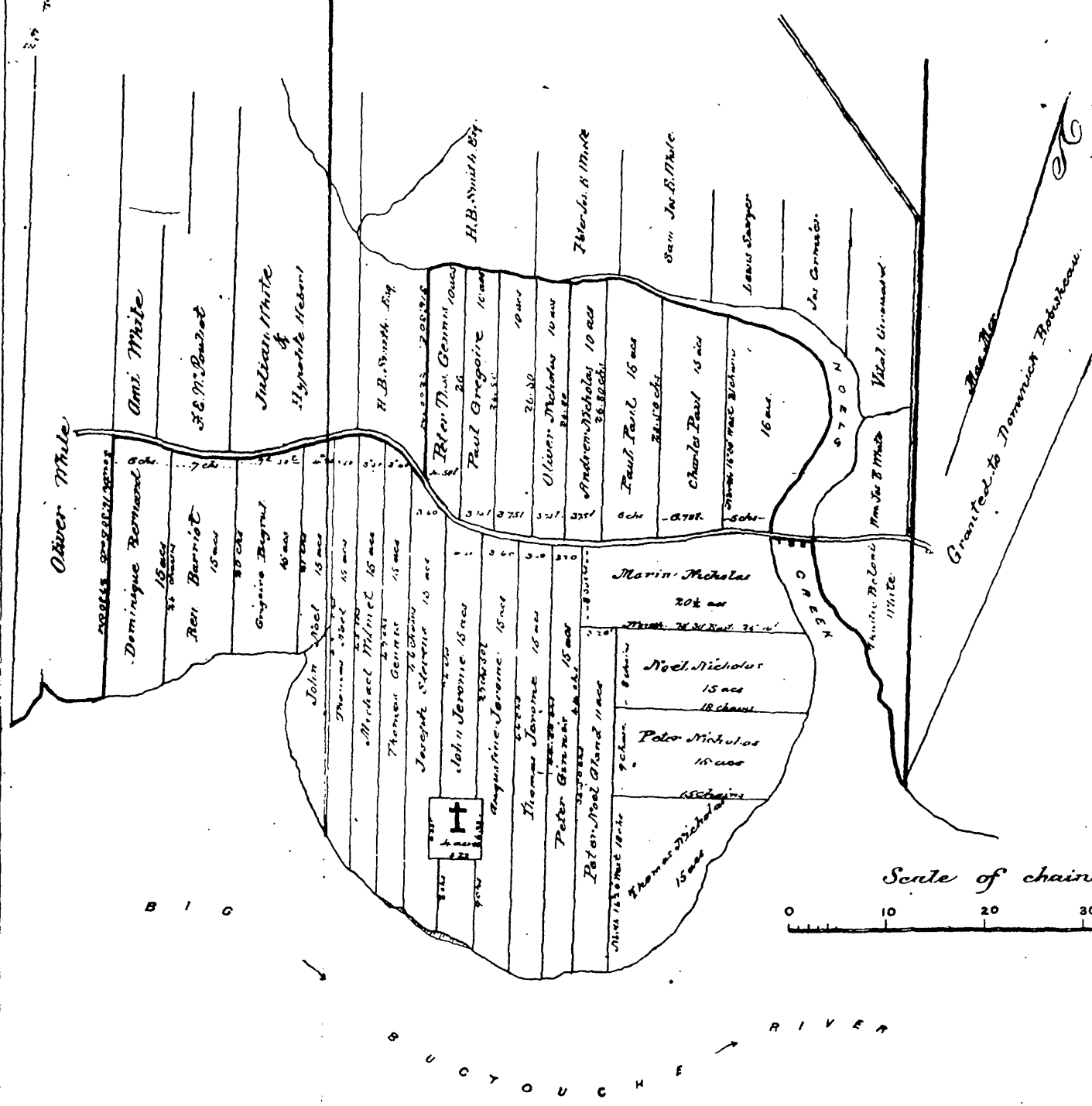
Angus McMillan

77 acres

Donald McBeath



New Brunswick Dominion of Canada, parish of Wellington, County of Kent.

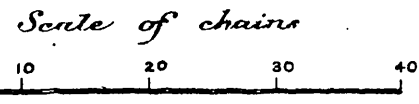


PLAN OF LANDS
 NOW
 OCCUPIED AND IN THE POSSESSION
 OF THE
BUOTOUCHE INDIANS
 Showing divisions made amongst them
 by order of the Commissioner J. E. H. Bulcote

Surveyed by *Ed. Robt. Douglaf*
 Deputy Surveyor
 November 1869

Chainmen { *Joseph Bastouch*
Ame White

Note This plan is drawn on a large scale
 by order of the Commissioner J. E. H. Bulcote
 11-1 R. L.



And we hereby, on oath certify before me, the Honorable John W. Weldon, Judge of Her Majesty's Court of the Supreme Court for the Province of New-Brunswick and Dominion of Canada aforesaid, that the above release or surrender was assented to and executed by the Chief and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Buctouche in
the Province of New Brunswick
this 26th day of September, in the
year of Our Lord one thousand
eight hundred and seventy.

his
DOMINIQUE x BERNARD.

mark
FRANCIS E. W. POULIOT,
Dy. Supt. for the Indians of Buctouche.

J. W. WELDON,

Judge of the Supreme Court of New Brunswick aforesaid.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 19th September 1871.

I hereby certify that this surrender and the drawing attached thereto have this day been duly entered on the records of this Department, in Lib. S. (Surrenders to the Crown), folio 43.

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

Recorded 19th September, 1871.
Lib. S., folio 43. }

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 123.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the Micmac Band, owning the Buctouche Indian Reserve, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming a portion of the said Buctouche Indian Reserve and situated in the Province of New Brunswick, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same: From a maple stump (N. 18° 15' W.) to a stake being the upper line of Oliver White, Samuel White and Oliver White's land; from that stake (N. 91° 45' E.) to the line of Dominique Robicbeau's land, as shown on the plan attached to the first surrender; from thence to the Big Buctouche River (N. 16° 30' W.) and bounded by the land granted to Dominique Robicbeau; from thence to the starting point, bounded by Big Buctouche River, including all the Indian land in the Buctouche Reserve, excepting the piece occupied by us at the present time, as shown on a special plan annexed to the present surrender. McMillan's lot and every other lot is included in the surrender. To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land as above described, in trust, to sell and convey the same to such person or persons and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interest of us, the said Chiefs and Principal Men, and our people all time to come. And upon the further condition that the moneys received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest money so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come forever. And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at Buctouche, County of Kent, in the said Province of New Brunswick and Dominion of Canada aforesaid, this 24th day of April, in the year of Our Lord one thousand eight hundred seventy-one.

Signed, sealed and delivered in }
the presence of :

F. E. W. POULIOT.

^{his}
DOMINIQUE x BERNARD, *Indian Chief*, [L.S.]
_{mark}

^{his}
PETER x GRIMES, *Depy. Sub Chief*, [L.S.]
_{mark}

^{his}
GREOIRE x BIGUEL, *Captain*. [L.S.]
_{mark}

And we hereby on oath certify before Blin Botsford, Judge of Her Majesty's County Court for the County of Kent, Province of New Brunswick and Dominion of Canada, aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians above mentioned, assembled at a meeting of such band or tribe summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Buctouche, }
in the Province of New }
Brunswick, this fourth day }
of May in the year of Our }
Lord one thousand eight }
hundred and seventy-one. }

B. BOTSFORD,

Judge of the County Court aforesaid.

^{his}
DOMINIQUE x BERNARD, *Chief*,
_{mark}

^{his}
PETER x GRIMES, *Depy. Act. Chief*,

_{mark}
F. E. W. POULIOT, *Depy. Indian Supt.*

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 19th September, 1871.

I hereby certify that this surrender and the drawings attached thereto have this day been duly entered on the records of this Department in Lib. S. (Surrenders to the Crown), fol. 45.

J. C. AIKINS,

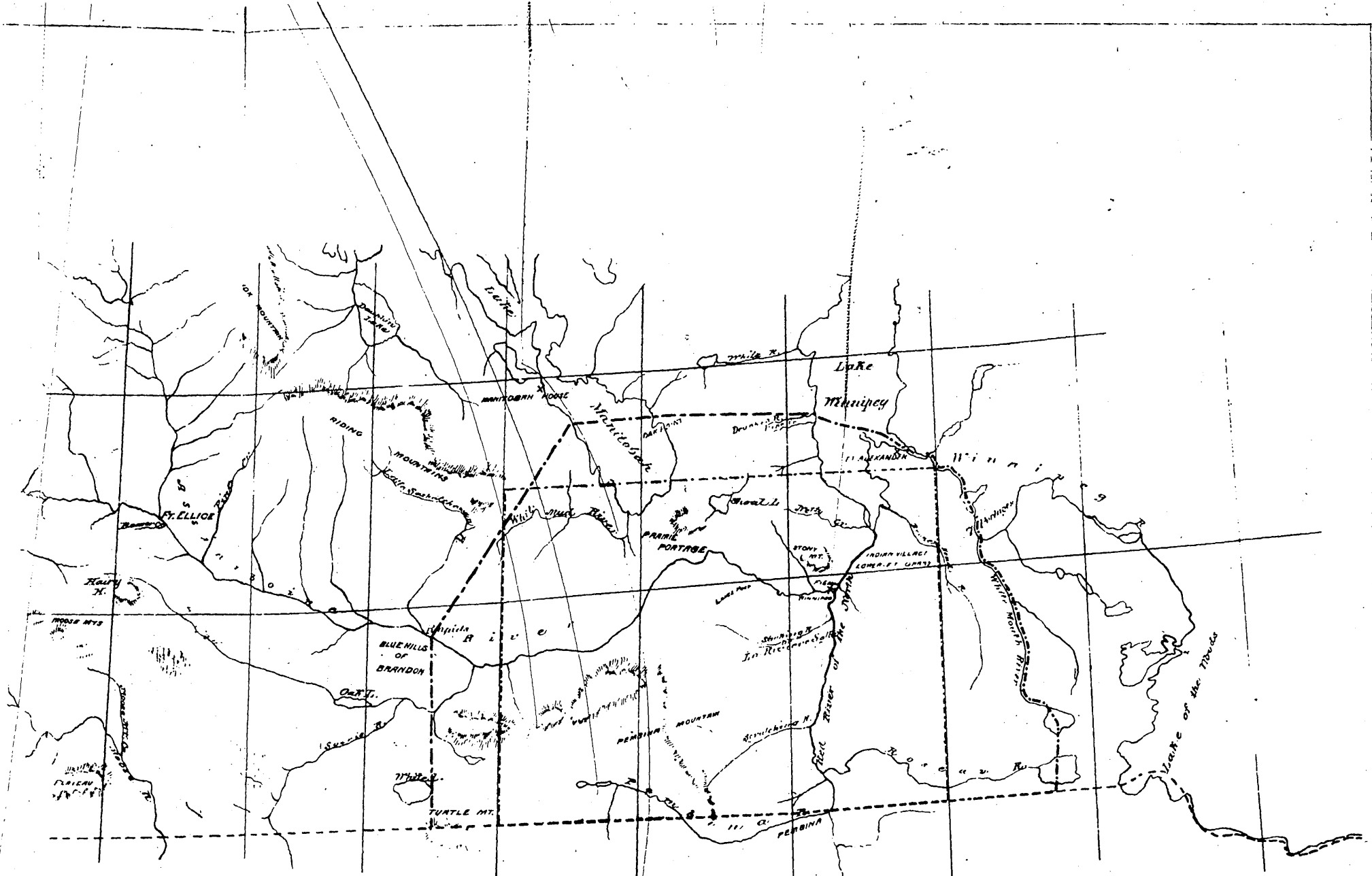
Secretary of State and Registrar-General of Canada.

No 124.

ARTICLES OF A TREATY made and concluded this third day of August, in the year of Our Lord one thousand eight hundred and seventy one, between Her Most Gracious Majesty the Queen of Great Britain and Ireland by Her Commissioner Wemyss M. Simpson, Esquire, of the one part, and the Chippewa and Swampy Cree Tribes of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs chosen and named as hereinafter mentioned, of the other part.

Whereas all the Indians inhabiting the said country have pursuant, to an appointment made by the said Commissioner, been convened at a meeting at the Stone Fort, otherwise called Lower Fort Garry, to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and to the said Indians of the other, and whereas the said Indians have been notified and informed by Her Majesty's said Commissioner that it is the desire of Her Majesty to open up to settlement and immigration a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of her Indian subjects inhabiting the said tract, and to make a treaty and arrangements with them so that there may be peace and good will between them and Her Majesty, and that they may know and be assured of what allowance they are to count upon and receive year by year from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioner to name certain Chiefs and Headmen who should be authorized on their behalf to conduct such negotiations



Red, The Province
 Yellow, Treaty Ceded



and sign any treaty to be founded thereon, and to become responsible to Her Majesty for the faithful performance by their respective bands of such obligations as should be assumed by them, the said Indians have thereupon named the following persons for that purpose, that is to say :—

Mis-koo-kenew or Red Eagle (Henry Prince), Ka-ke-ka-penais, or Bird for ever, Na-sha-ke-penais, or Flying down bird, Na-na-wa-nanaw, or Centre of Bird's Tail, Ke-we-tayash, or Flying round, Wa-ko-wush, or Whip-poor-will, Oo-za-we-kwun, or Yellow Quill,—and thereupon in open council the different bands have presented their respective Chiefs to His Excellency the Lieutenant Governor of the Province of Manitoba and of the North-West Territory being present at such council, and to the said Commissioner, as the Chiefs and Headman for the purposes aforesaid of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Lieutenant Governor and the said Commissioner then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purpose aforesaid; and whereas the said Commissioner has proceeded to negotiate a treaty with the said Indians, and the same has finally been agreed upon and concluded as follows, that is to say :—

The Chippewa and Swampy Cree Tribes of Indians and all other the Indians inhabiting the district hereinafter described and defined do hereby cede, release, surrender and yield up to Her Majesty the Queen and successors forever all the lands included within the following limits, that is to say :—

Beginning at the international boundary line near its junction with the Lake of the Woods, at a point due north from the centre of Roseau Lake; thence to run due north to the centre of Roseau Lake; thence northward to the centre of White Mouth Lake, otherwise called White Mud Lake; thence by the middle of the lake and the middle of the river issuing therefrom to the mouth thereof in Winnipeg River; thence by the Winnipeg River to its mouth; thence westwardly, including all the islands near the south end of the lake, across the lake to the mouth of Drunken River; thence westwardly to a point on Lake Manitoba half way between Oak Point and the mouth of Swan Creek; thence across Lake Manitoba in a line due west to its western shore; thence in a straight line to the crossing of the rapids on the Assiniboine; thence due south to the international boundary line; and thence eastwardly by the said line to the place of beginning. To have and to hold the same to Her said Majesty the Queen and Her successors for ever; and Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say: For the use of the Indians belonging to the band of which Henry Prince, otherwise called Mis-koo-ke-new is the Chief, so much land on both sides of the Red River, beginning at the south line of St. Peter's Parish, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families; and for the use of the Indians of whom Na-sha-ke-penais, Na-na-wa-nanaw, Ke-we-tayash and Wa-ko-wush are the Chiefs, so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning from the mouth of the river; and for the use of the Indians of which Ka-ke-ka-penais is the Chief, so much land on the Winnipeg River above Fort Alexander as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning at a distance of a mile or thereabout above the Fort; and for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, reserving also a further tract enclosing said reserve to comprise an equivalent to twenty-five square miles of equal breadth, to be laid out round the reserve, it being understood, however, that if, at the date of the execution of this treaty, there are any settlers within the bounds of any lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of land allotted to the Indians.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians parties to this treaty, She hereby, through Her Commissioner, makes them a present of three dollars for each Indian man, woman and child belonging to the bands here represented.

And further, Her Majesty agrees to maintain a school on each reserve hereby made whenever the Indians of the reserve should desire it.

Within the boundary of Indian reserves, until otherwise enacted by the proper legislative authority, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Majesty's Indian subjects inhabiting the reserves or living elsewhere from the evil influence of the use of intoxicating liquors shall be strictly enforced.

Her Majesty's Commissioner shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the district above described, distributing them in families, and shall in every year ensuing the date hereof, at some period during the month of July in each year, to be duly notified to the Indians and at or near their respective reserves, pay to each Indian family of five persons the sum of fifteen dollars Canadian currency, or in like proportion for a larger or smaller family, such payment to be made in such articles as the Indians shall require of blankets, clothing, prints (assorted colours), twine or traps, at the current cost price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interests of Her Indian people, in cash.

And the undersigned Chiefs do hereby bind and pledge themselves and their people strictly to observe this treaty and to maintain perpetual peace between themselves and Her Majesty's white subjects, and not to interfere with the property or in any way molest the persons of Her Majesty's white or other subjects.

IN WITNESS WHEREOF, Her Majesty's said Commissioner and the said Indian Chiefs have hereunto subscribed and set their hand and seal at Lower Fort Garry, this day and year herein first above named.

Signed, sealed and delivered in the presence of, the same having been first read and explained :

ADAMS G. ARCHIBALD,
Lieut.-Gov. of Man. and N.-W. Territ'rs.

JAMES MCKAY, *P. L. C.,*

A. G. IRVINE, *Major,*

ABRAHAM COWLEY,

DONALD GUNN, *M. L. C.,*

THOMAS HOWARD, *P. S.,*

HENRY COCHRANE,

JAMES MCARRISTER,

HUGH MCARRISTER.

E. ALICE ARCHIBALD,

HENRI BOUTHILLIER.

WEMYSS M. SIMPSON, [L.S.]

Indian Commissioner,

MIS-KOO-KEE-NEW, OR RED EAGLE

his

(HENRY PRINCE), x

mark.

KA-KE-KA-PENNAIS (OR BIRD FOR EVER),

his

WILLIAM PENNEFATHER, x

mark.

NA-SHA-KE-PENNAIS, OR

his

FLYING DOWN BIRD, x

mark.

NA-HA-WA-NANAN OR

his

CENTRE OF BIRD'S TAIL. x

mark.

KE-WE-TAY-ASH, OR FLYINGGROUND, x

his

mark.

WA-KO-WUSH, OR WHIP-POOR-WILL, x

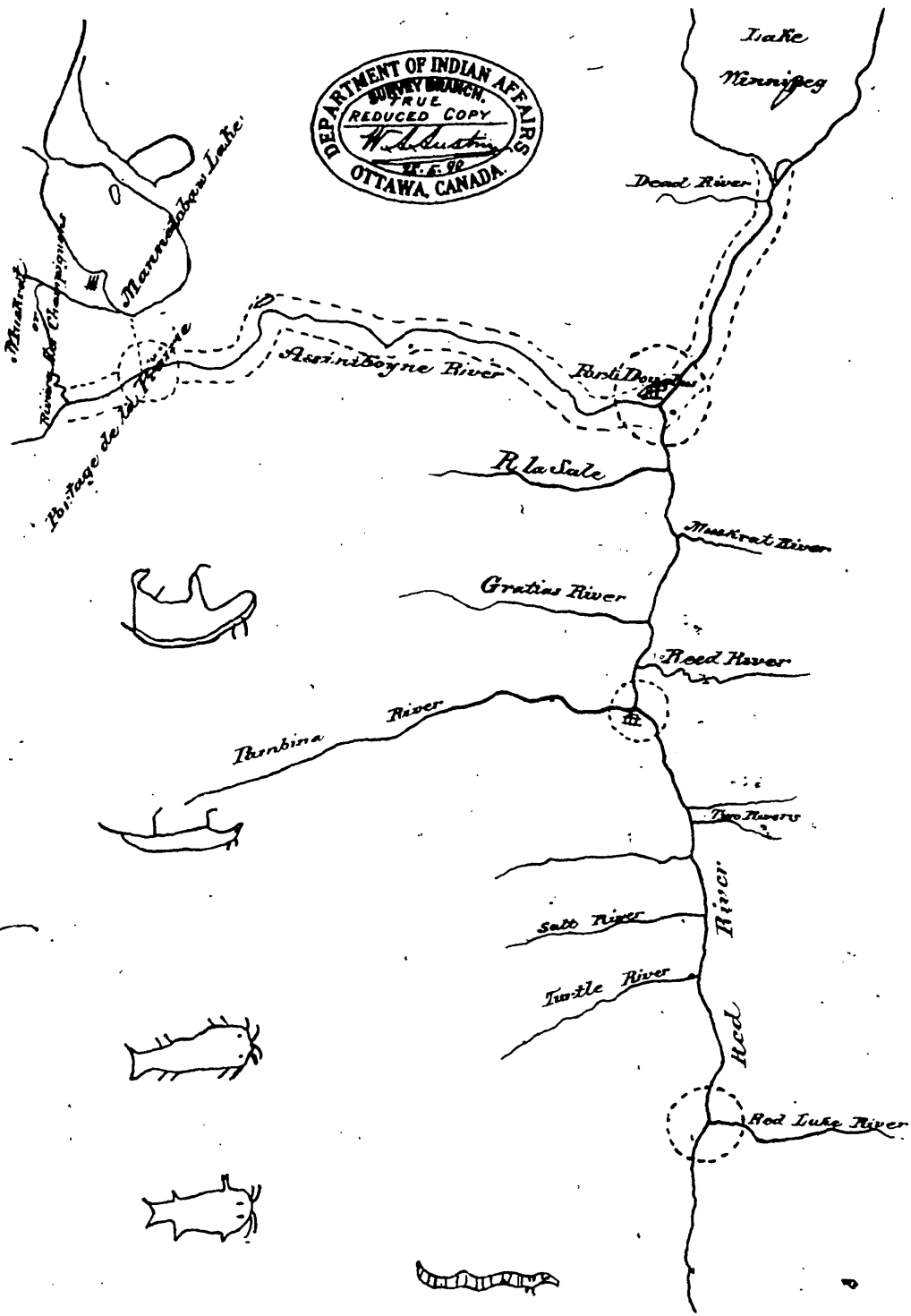
his

mark.

OO-ZA-WE-KWUN, OR YELLOW QUILL, x

his

mark.



Manitowabi Lake
Habitage de St. Pierre
Assiniboine River

Lake Winnipeg

Dead River

Fort Douglas

R. la Sale

Muskrat River

Gratiot River

Flood River

Pembina River

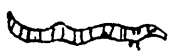
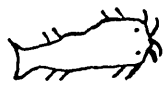
Two Rivers

Salt River

Turtle River

Red River

Red Lake River



Memorandum of things outside of the Treaty which were promised at the Treaty at the Lower Fort, signed the 3rd day of August, A.D. 1871.

For each Chief who signed the treaty, a dress distinguishing him as Chief.

For braves and for councillors of each Chief a dress; it being supposed that the braves and councillors will be two for each Chief.

For each Chief, except Yellow Quill, a buggy.

For the braves and councillors of each Chief, except Yellow Quill, a buggy.

In lieu of a yoke of oxen for each reserve, a bull for each, and a cow for each Chief; a boar for each reserve and a sow for each Chief, and a male and female of each kind of animal raised by farmers, these when the Indians are prepared to receive them.

A plough and a harrow for each settler cultivating the ground.

These animals and their issue to be Government property, but to be allowed for the use of the Indians, under the superintendence and control of the Indian Commissioner.

The buggies to be the property of the Indians to whom they are given.

The above contains an inventory of the terms concluded with the Indians.

WEMYSS M. SIMPSON,
MOLYNEUX St. JOHN,
A. G. ARCHIBALD,
JAS. McKAY.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
REGISTRAR'S BRANCH, OTTAWA, 12th December, 1871.

I hereby certify that this treaty and annexed memorandum have been duly entered on the records of this Department in Lib. S., folios 47 to 51, inclusive.

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 124¹.

THIS INDENTURE, made on the eighteenth day of July, in the fifty-seventh year of the reign of Our Sovereign Lord King George the Third, and in the year of Our Lord eighteen hundred and seventeen, between the undersigned Chiefs and Warriors of the Chippeway or Sautaux Nation, and of the Killistine or Cree Nation, on the one part, and the Right Honorable Thomas Earl of Selkirk, on the other part, Witnesseth: that for and in consideration of the annual present or quit-rent hereinafter mentioned the said Chiefs have given, granted and confirmed, and do by these presents give, grant and confirm unto Our Sovereign Lord the King, all that tract of land adjacent to Red River, and Assiniboine River, beginning at the mouth of Red River and extending along the same as far as the Great Forks at the mouth of Red Lake River, and along the Assiniboine River as far as the Musk Rat River, otherwise called Rivière des Champignons, and extending to the distance of six miles from Fort Douglas on every side, and likewise from Fort Daer, and also from the Great Forks, and in other parts extending in breadth to the distance of two English statute miles back from the banks of the said river, on each side, together with all the appurtenances whatsoever of the said tract of land, to have and to hold forever the said tract of land and appurtenances, to the use of the said Earl of Selkirk and of the settlers being established thereon, with the consent and permission of Our Sovereign Lord the King, or of the said Earl of Selkirk; provided always, and these presents are under the express condition, that the said Earl, his heirs and successors, or their agents, shall annually pay to the Chief and Warriors of the Chippeway or Sautaux Nation the present or quit-rent, consisting of one hundred pounds weight of good and merchantable tobacco, to be delivered on or before the tenth day of October

at the Forks of Assiniboine River, and to the Chiefs and Warriors of Killistine or Cree Nation a like present or quit-rent of one hundred pounds weight of tobacco, to be delivered to them on or before the said tenth day of October at Portage de la Prairie, on the banks of Assiniboine River, provided always that the traders hitherto established upon any part of the above mentioned tract of land shall not be molested in the possession of the lands which they have already cultivated and improved till His Majesty's pleasure shall be known.

IN WITNESS WHEREOF the Chiefs aforesaid have set their marks, at the Forks of Red River, on the day aforesaid.

Signed in presence of

SELKIRK,
THOMAS THOMAS,
JAMES BIRD,
F. MATTHEY, *Captain*,
P. D. ORSONNOS, *Captain*,
MILES McDONNELL,
J. BT. CHS. DELORIMER,
LOUIS NOLIN, *Interpreter*.

MATCHIE WHEWAB, his (totem) mark,
Le Sonnant.

MECHKADETTINNAH, his (totem) mark,
La Robe Noire.

KAYAGUSKEBINO, his (totem) mark,
L'Homme Noir.

PEGWISS, his (totem) mark.

OUCKIDOAT, his (totem) mark,
Premier.

No. 124^b.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dated 27th April, 1875, from the Honorable the Minister of the Interior, bringing under consideration the very unsatisfactory state of affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-West Territories; concluded, the former on the 3rd August, 1871, and the latter on 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that while the Government cannot admit their claim to anything which is not set forth in the treaty and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians, and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2 from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band; on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval.

W. A. HIMSWORTH,
Clerk Privy Council.

Certified.

W. A. HIMSWORTH,
Clerk Privy Council.

We, the undersigned Chiefs and Headmen of Indian bands, representing bands of Indians who were parties to the Treaties Nos. 1 and 2, mentioned in the report of a Committee of the Queen's Privy Council of Canada, above printed, having had communication thereof, and fully understanding the same assent thereto and accept the increase of annuities therein mentioned, on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed 1875.

TREATY No. 2, 23rd August, 1875.

In presence of the following :

ALEX. MORRIS, *L.G.*, [L.S.]

JAMES MCKAY,

JAMES F. GRAHAM,

ISAAC COWIE,

FRANCIS FIELD,

JOHN A. DAVIDSON,

CHARLES WOOD.

Representing East-Manitoba or Elm Point:—

SON-SONSE, ^{his} X Chief,
mark

NA-KA-NA-WA-TANG, ^{his} X
mark

PA-PA-WE-GUN-WA-TAK, ^{his} X
mark

Councillors.

Representing Fairford Prairie:—

MA-SAH-KEE-YASH, ^{his} X Chief,
mark

DAVID MARSDEN, ^{his} X Councillor,
mark

JOSEPH SUMNER, ^{his} X Councillor,
mark

Fairford Mission:—

RICHARD WOODHOUSE, *Chief*,

JOHN ANDERSON, *Councillor*,

JOHN THOMPSON, ^{his} X Councillor,
mark

Formerly Crane River and now Ebb and Flow Lake:—

PENAISE, ^{his} X Chief,
mark

(son of deceased Broken Finger).

BAPTISTE, ^{his} X Councillor,
mark

KAH-NEE-QUA-NASH, ^{his} X Councillor,
mark

Representing Water Hen Band:—

KA-TAH-KAK-WA-NA-YAAS, ^{his} X Chief,
mark

WA-WAH-KOW-WEK-AH-POW, ^{his} X Councillor,
mark

Representing the Turtle River and Valley River and Riding Mountain:—

KEE-SICK-KOO-WE-NIN, ^{his} X Chief,
mark

(in place of Mekis, dead).

KEE-SAY-KEE-SICK, ^{his} X Councillor,
mark

his
NOS-QUASH, x *Brave*,
mark

his
BAPTISTE, x *Brave*,
mark

Representing the St. Peter's Band:—

his
MIS-KOO-KE-NEW (or Red Eagle), x
mark

his
MA-TWA-KA-KEE-TOOT, x
mark

his
I-AND-WAY-WAY, x
mark

his
MA-KO-ME-WE-KUN, x
mark

his
AS-SHO-AH-MEY, x
mark

Recorded 13th March, 1877. }
Lib. 44, Fol. 1. }

L. A. CATELLIER,
Dep. Registrar General of Canada.

124³

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dated 27th April, 1875, from the Honorable the Minister of the Interior, bringing under consideration the very unsatisfactory state of affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-West Territories, concluded, the former on the 3rd August, 1871, and the latter on 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained, in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that, while the Government cannot admit their claim to any thing which is not set forth in the treaty, and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet, as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2, from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band, on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval.

W. A. HIMSWORTH,
Clerk Privy Council.

Certified,

W. A. HIMSWORTH,
Clerk Privy Council.

We, the undersigned Chiefs and Headmen of Indian bands representing bands of Indians who were parties to the Treaties Nos. 1 and 2, mentioned in the report of a Committee of the Queen's Privy Council of Canada, "as printed on the other side of this parchment," having had communication thereof and fully understanding the same, assent thereto and accept the increase of annuities therein mentioned on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed 1875.

Signed near Fort Alexander, on the }
Indian Reserve, the twenty-third }
day of August in the year of Our }
Lord one thousand eight hundred }
and seventy-five. }

Witnesses.

J. A. N. PROVENCHER,
Indian Commissioner.

J. DUBUC,

A. DUBUC,

JOSEPH MONKMAN, *Interpreter.*

WM. LOUNT,

H. L. REYNOLDS.

Signed at Broken Head River, the }
twenty-eighth day of August, in the }
year of our Lord one thousand eight }
hundred and seventy-five. }

Witnesses:

J. A. N. PROVENCHER,
Indian Commissioner.

J. DUBUC,

H. L. REYNOLDS,

DANIEL DEVLIN,

HENRY COOK.

Recorded 13th March, 1877. }

Lib. 44. Folio 6. }

L. A. CATELLIER,

Dep. Registrar General of Canada.

his
KAKEKEPENAI, X OF
mark
(WILLIAM PENNEFATHER),

his
JOSEPH X KENT,
mark

his
PETANAQUAGE, X OF
mark
(HENRY VANE),

his
PETER X HENDERSON,
mark

his
KAY-PAYAH SINISK X
mark
his

NASHAKEPENAI, X
mark

his
AHKEESEK WASKEMG, X
mark

his
NAYWAHEHEEKEEGIK, X
mark

his
MAYJAHKEEGEEQUAN, X
mark

his
PAYSAUGA X
mark

No. 124^a.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 30th April, 1875.

On a memorandum dated 27th April, 1875, from the Honorable the Minister of the Interior, bringing under consideration the very unsatisfactory state of
19*

affairs arising out of the so-called "outside promises" in connection with the Indian Treaties Nos. 1 and 2, Manitoba and North-West Territories, concluded, the former on the 3rd August, 1871, and the latter on the 21st of the same month, and recommending for the reasons stated:—

1st. That the written memorandum attached to Treaty No. 1 be considered as part of that treaty and of Treaty No. 2, and that the Indian Commissioner be instructed to carry out the promises therein contained, in so far as they have not yet been carried out, and that the Commissioner be advised to inform the Indians that he has been authorized so to do.

2nd. That the Indian Commissioner be instructed to inform the Indians, parties to Treaties Nos. 1 and 2, that while the Government cannot admit their claim to anything which is not set forth in the treaty and in the memorandum attached thereto, which treaty is binding alike upon the Government and upon the Indians, yet, as there seems to have been some misunderstanding between the Indian Commissioner and the Indians in the matter of Treaties Nos. 1 and 2, the Government, out of good feeling to the Indians, and as a matter of benevolence, is willing to raise the annual payment to each Indian under Treaties Nos. 1 and 2 from \$3 to \$5 per annum, and make payment over and above such sum of \$5, of \$20 each and every year to each Chief, and a suit of clothing every three years to each Chief and each Headman, allowing two Headmen to each band; on the express understanding, however, that each Chief or other Indian who shall receive such increased annuity or annual payment shall be held to abandon all claim whatever against the Government in connection with the so-called "outside promises," other than those contained in the memorandum attached to the treaty.

The Committee submit the foregoing recommendation for Your Excellency's approval.

W. A. HIMSWORTH,
Clerk Privy Council.

Certified.

W. A. HIMSWORTH,
Clerk Privy Council.

We the undersigned Chiefs and Headmen of Indian bands representing bands of Indians who were parties to the Treaties Nos. 1 and 2 mentioned in the report of a Committee of the Queen's Privy Council of Canada, as printed on the other side of this sheet, having had communication thereof and full understanding the same, assent thereto and accept the increase of annuities therein mentioned, on the condition therein stated, and with the assent and approval of their several bands, it being agreed, however, with the Queen's Commissioners, that the number of braves and councillors for each Chief shall be four, as at present, instead of two, as printed.

Signed on the reserve at Rosseau }
River, 8th day of September, 1875. }
J. A. N. PROVENCHER,
Indian Commissioner.

MA-NA-WA-NANAN, (or CENTRE OF BIRD'S
his
TAIL), x Chief,
mark.

KE-WE-SAY-ASH (or FLYING ROUND), x Chief.
his
mark.

WA-KOO-WUSH (or WHIPPOORWILL), x Chief.
his
mark.

OSAH-WEE-KA-KAY, Councillor, x
his
mark.

OSAYS-KOO-KOON, Councillor, x
his
mark.

SHAY-WAY-ASH, Councillor x
his
mark.

Witness:

JAS. F. GRAHAM.

SHE-SHE-PENSE, <i>Councillor,</i>	his x mark.
MA-MAH-TAK-CUM-E-CUP, <i>Councillor,</i>	his x mark
PAH-TE-CU-WEE-NINN, <i>Councillor,</i>	his x mark.
KAK-KA-QUIN-IASH, <i>Brave,</i>	his x mark.
ANA-WAY-WEE-TIN, <i>Brave,</i>	his x mark.
TIBIS-QUO-GE-SICK, <i>Brave,</i>	his x mark
NE-SHO-TA, <i>Brave,</i>	his x mark.
NAT-TEE-KEE-GET, <i>Brave,</i>	his x mark.

Recorded 13th March, 1877. }

Lib. 44, Fol. 4. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 125.

ARTICLES OF A TREATY made and concluded this twenty-first day of August, in the year of Our Lord one thousand eight hundred and seventy-one, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioner Wemyss M. Simpson, Esquire, of the one part, and the Chippewa Tribe of Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs chosen and named as hereinafter mentioned, of the other part.

Whereas, all the Indians inhabiting the said country have, pursuant to an appointment made by the said Commissioner, been convened at a meeting at Manitoba Post to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and to the said Indians of the other; and whereas the said Indians have been notified and informed by Her Majesty's said Commissioner that it is the desire of Her Majesty to open up to settlement and immigration a tract of country bounded and described as hereinafter mentioned and to obtain the consent thereto of her Indian subjects inhabiting the said tract, and to make a treaty and arrangement with them, so that there may be peace and good will between them and Her Majesty and that they may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioner to name certain Chiefs and Headmen who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for the faithful performance by their respective bands of such obligations as shall be assumed by them, the said Indians have thereupon named the following persons for that purpose, that is to say:—

For the Swan Creek and Lake Manitoba Indians, Sou-sonse or Little Long Ears; for the Indians of Fairford and the neighboring localities, Ma-sah-kee-yash or "He who flies to the bottom," and Richard Woodhouse, whose Indian name is Ke-wee-tah-quun-na-yash or "He who flies round the feathers;" for the Indians of Waterhen

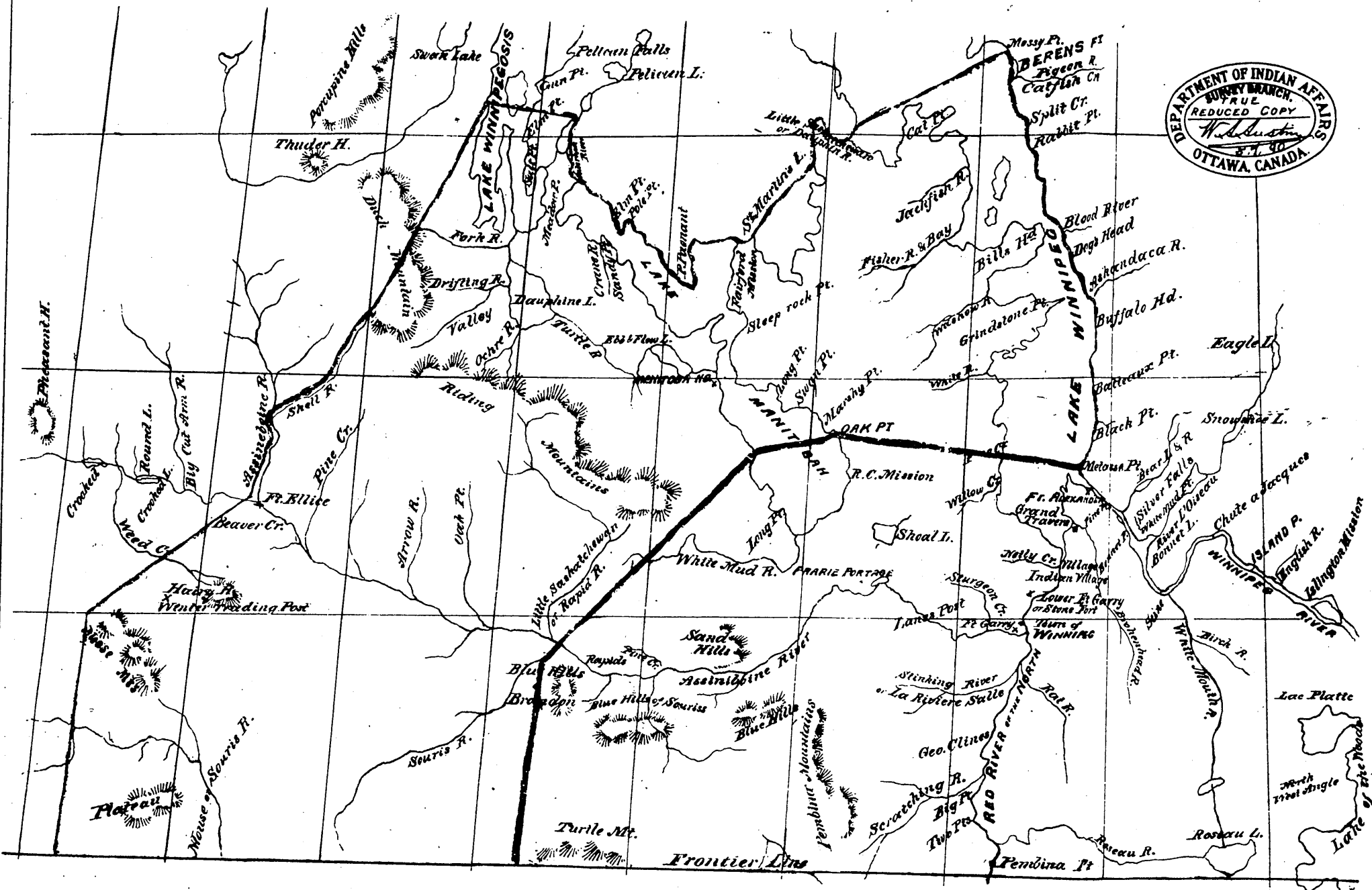
River and Crane River and the neighboring localities, François, or Broken Fingers; and for the Indians of Riding Mountains and Dauphin Lake and the remainder of the territory hereby ceded, Mekis (the Eagle), or Giroux.

And, thereupon, in open council the different bands have presented their respective Chiefs to His Excellency the Lieutenant Governor of Manitoba and of the North-West Territory being present at such council, and to the said Commissioner, as the Chiefs and Headmen, for the purposes aforesaid, of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Lieutenant Governor and the said Commissioner then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purpose aforesaid of the respective bands of Indians inhabiting the said district hereinafter described; and whereas the said Commissioner has proceeded to negotiate a treaty with the said Indians, and the same has finally been agreed upon and concluded, as follows, that is to say:—

The Chippewa Tribe of Indians and all other the Indians inhabiting the district hereinafter described and defined do hereby cede, release, surrender and yield up to Her Majesty the Queen, and Her successors forever, all the lands included within the following limits, that is to say:—

All that tract of country lying partly to the north and partly to the west of a tract of land ceded to Her Majesty the Queen by the Indians inhabiting the Province of Manitoba, and certain adjacent localities, under the terms of a treaty made at Lower Fort Garry on the third day of August last past, the land now intended to be ceded and surrendered being particularly described as follows, that is to say: Beginning at the mouth of Winnipeg River, on the north line of the lands ceded by said treaty; thence running along the eastern shore of Lake Winnipeg northwardly as far as the mouth of Beren's River; thence across said lake to its western shore, at the north bank of the mouth of the Little Saskatchewan or Dauphin River; thence up said stream and along the northern and western shores thereof, and of St. Martin's Lake, and along the north bank of the stream flowing into St. Martin's Lake from Lake Manitoba by the general course of such stream to such last-mentioned lake; thence by the eastern and northern shores of Lake Manitoba to the mouth of the Waterhen River; thence by the eastern and northern shores of said river up stream to the northernmost extremity of a small lake known as Waterhen Lake; thence in a line due west to and across lake Winnepegosis; thence in a straight line to the most northerly waters forming the source of the Shell River; thence to a point west of the same two miles distant from the river, measuring at right angles thereto; thence by a line parallel with the Shell River to its mouth, and thence crossing the Assiniboine River and running parallel thereto and two miles distant therefrom, and to the westward thereof, to a point opposite Fort Ellice; thence in a south-westwardly course to the north-western point of the Moose Mountains; thence by a line due south to the United States frontier; thence by the frontier eastwardly to the westward line of said tract ceded by treaty as aforesaid; thence bounded thereby by the west, north-west and north lines of said tract, to the place of beginning, at the mouth of Winnipeg River. To have and to hold the same to Her Majesty the Queen and Her successors forever; and Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians inhabiting the said tract the following lots of land, that is to say:—

For the use of the Indians belonging to the band of which Mekis is Chief, so much land between Turtle River and Valley River, on the south side of Lake Dauphin, as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons. And for the use of the Indians belonging to the band of which François, or Broken Fingers, is Chief, so much land on Crane River, running into Lake Manitoba, as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons. And for the use of the band of Indians belonging to the bands of which Ma-sah-kee-yash and Richard Woodhouse are Chiefs, so much land on the river between Lake Manitoba and St. Martin's Lake, known as



"Fairford River," and including the present Indian mission grounds, as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons.

And for the use of the Indians of whom Sou-sonce is Chief, so much land on the east side of Lake Manitoba, to be laid off north of the creek near which a fallen elm tree now lies, and about half way between Oak Point and Manitoba Post, so much land as will make one hundred and sixty acres for each family of five persons, or in the same proportion for a greater or smaller number of persons. Saving, nevertheless, the rights of any white or other settler now in occupation of any lands within the lines of any such reserve.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians, parties to this treaty, She hereby, through Her Commissioner, makes them a present of three dollars for each Indian man, woman and child belonging to the band here represented.

And further, Her Majesty agrees to maintain a school in each reserve hereby made, whenever the Indians of the reserve shall desire it.

Her Majesty further agrees with Her said Indians that within the boundary of Indian reserves, until otherwise enacted by the proper legislative authority, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Indian subjects inhabiting the reserves or living elsewhere within Her North-West Territories, from the evil influence of the use of intoxicating liquors, shall be strictly enforced.

And further, that Her Majesty's Commissioner shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period during the month of August in each year to be duly notified to the Indians, and at or near their respective reserves, pay to each Indian family of five persons the sum of fifteen dollars, Canadian currency, or in like proportion for a larger or smaller family, such payment to be made in such articles as the Indians shall require of blankets, clothing, prints (assorted colours), twine or traps, at the current cash price in Montreal, or otherwise, if Her Majesty shall deem the same desirable in the interest of Her Indian people, in cash.

And the undersigned Chiefs, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded; do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will in all respects obey and abide by the law; that they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract, and that they will not molest the person or property of any inhabitants of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof, and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioner and the said Indian Chiefs have hereunto subscribed and set their hands at Manitoba Post this day and year herein first above named.

Signed by the Chiefs within named, in presence of the following witnesses, the same having been first read and explained,

ADAMS G. ARCHIBALD,
*Lieut. Gov. of Manitoba and
the N.-W. Territories,*

WEMYSS M. SIMPSON, [L.S.]
Indian Commissioner,

his
MEKIS, X
mark.

his
SOW-SONSE, X
mark.

JAMES MCKAY, *P.L.C.*,
 MOLYNEUX ST. JOHN,
 E. A. ARCHIBALD,
 LILY ARCHIBALD,
 HENRI BOUTHILLIER,
 PAUL DE LARONDE,
 DONALD McDONALD,
 ELIZA McDONALD,
 ALEXANDER MUIR, Sr.

MA-SAH-KEE-YASH, X ^{his}
 mark.
 FRANÇOIS, X ^{his}
 mark.
 RICHARD WOODHOUSE.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,
 REGISTRAR'S BRANCH, OTTAWA, 15th December, 1871

I hereby certify that the within treaty has been duly entered on the records of this Department in Lib. S., folio 52 to 56, inclusive:

J. C. AIKINS,
Secretary of State and Registrar-General of Canada.

No. 126.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the Chippewa Band of Indians owning the Indian reserve in the Township of Caradoc, in the County of Middlesex, Province of Ontario and Dominion of Canada, for and acting on behalf of our people, do remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain parcels of land forming portions of the above named reserve, and as laid down on the annexed plan, and which may be known and described as follows.—

Six acres and eighteen hundredths of an acre of Lot No. 11, in Range No. 5; one acre and ninety-seven hundredths of an acre of Lot No. 10, in Range No. 4; five acres and sixty hundredths of an acre of Lot No. 9, in Range No. 4; four acres and sixty-seven hundredths of an acre of Lot No. 8, in Range No. 4; three hundredths of an acre of Lot No. 8, in Range No. 3; five acres and twelve hundredths of an acre of Lot No. 7, in Range No. 3; five acres and twelve hundredths of an acre of Lot No. 6, in Range No. 3; two acres and four hundredths of an acre of Lot No. 5, in Range No. 3; two acres and ninety-one hundredths of an acre of Lot No. 5, in Range No. 2; five acres and sixty-two hundredths of an acre of Lot No. 4, in Range No. 2; three acres and forty-two hundredths of an acre of Lot No. 3, in Range No. 2—containing together forty-two acres and sixty-eight hundredths of an acre, be the same more or less, in order that the same may be sold to the Canada Southern Railway Company for the purposes of said railway, in consideration of the sum of eight hundred and ninety dollars, being the amount awarded on the 27th day of October, 1871, as the value of the same by arbitrators chosen for that purpose.

And which amount, after paying to the individual Indians through whose lands the said line of railway is to be laid out, the amount of the value of their improvements affected by the same: as fixed by the aforesaid arbitrators appointed to value the same, shall be invested for the benefit of our band and the interest thereon periodically distributed among us.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men of the Chippewa Band aforesaid, have set our hands and affixed our seals to this instrument at Caradoc, this eighteenth day of January, in the year of Our Lord one thousand eight hundred and seventy-two.

Signed, sealed and delivered in }
 presence of:
 ROBT. MACKENZIE, *V. S. & C.*
 W. LIVINGSTON, *I. C.*

JOHN TOMIGO, X ^{his} Chief, [L.S.]
 mark
 JOSEPH FOX, X ^{his} Chief, [L.S.]
 mark

JOHN FRENCH,	[L.S.]
JOHN MISKOKOMON,	[L.S.]
NELSON BEAVER,	[L.S.]
his	
THOMAS FISHER, X	[L.S.]
mark	
JOHN CALEB, X	[L.S.]
mark	
his	
JOHN T. WAUCAUSH, X	[L.S.]
mark	
his	
JOHN WHITELOON, X	[L.S.]
mark	
his	
WILLIAM FRENCH, X	[L.S.]
mark	
his	
JAMES WALKER, X	[L.S.]
mark	
his	
SAMUEL MASKINONGE, X	[L.S.]
mark	
ELIJAH MISKOKOMON,	[L.S.]
his	
WESLEY WAUCAUSH, X	[L.S.]
mark	
GEORGE FISHER,	[L.S.]
his	
JOHN SIMON, X	[L.S.]
mark	
his	
WILLIAM ALBERT, X	[L.S.]
mark	
his	
PETER BRIGHAM, X	[L.S.]
mark	
his	
DAVID SENECA, X	[L.S.]
mark	
ABEL WAUCAUSH,	[L.S.]
his	
JOHN BIRCH, X	[L.S.]
mark	
his	
JOHN NOAH, X	[L.S.]
mark	
his	
PETER SENECA, X	[L.S.]
mark	
his	
GEORGE MADISON, X	[L.S.]
mark	
his	
JOSEPH RILEY, X	[L.S.]
mark	
his	
JAMES FINGER, X	[L.S.]
mark	
his	
WILLIAM MUNDWAY, X	[L.S.]
mark	
JOHN HENRY,	[L.S.]
JOSEPH FISHER,	[L.S.]
JOSEPH WAUCAUSH,	[L.S.]

And we, the undersigned, hereby on oath certify before me William Elliot, Judge of Her Majesty's County Court for the County of Middlesex, in the Province of Ontario and Dominion of Canada, aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the band of Chippeway Indians residing on the Indian reserve, in the Township of Caradoc, assembled at a meeting of such band, summoned for that purpose and who were entitled to vote at the same.

Sworn before me at Strathroy, }
 in the County of Middlesex }
 and Province of Ontario }
 and Dominion of Canada, }
 this 19th day of January, }
 in the year of Our Lord }
 one thousand eight hundred }
 and seventy-two. }

ROBT. MACKENZIE, V.S. & C.
 JOSEPH WAUCAUSH.

WM. ELLIOT,
Judge of the County Court, County of Middlesex.

Recorded 9th February 1872. }
 Lib. S. Folio 59. }

J. C. AIKINS,
Secretary of State and Registrar-General of Canada.

No. 127.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the Oneida Band of Indians owning the Indian reserve in the Township of Delaware, in the County of Middlesex and Province of Ontario and Dominion of Canada, for and acting on behalf of our people, do remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular those certain parcels of land forming portions of the above named reserve, and as laid down on the annexed plan, and which may be known and described as follows:—

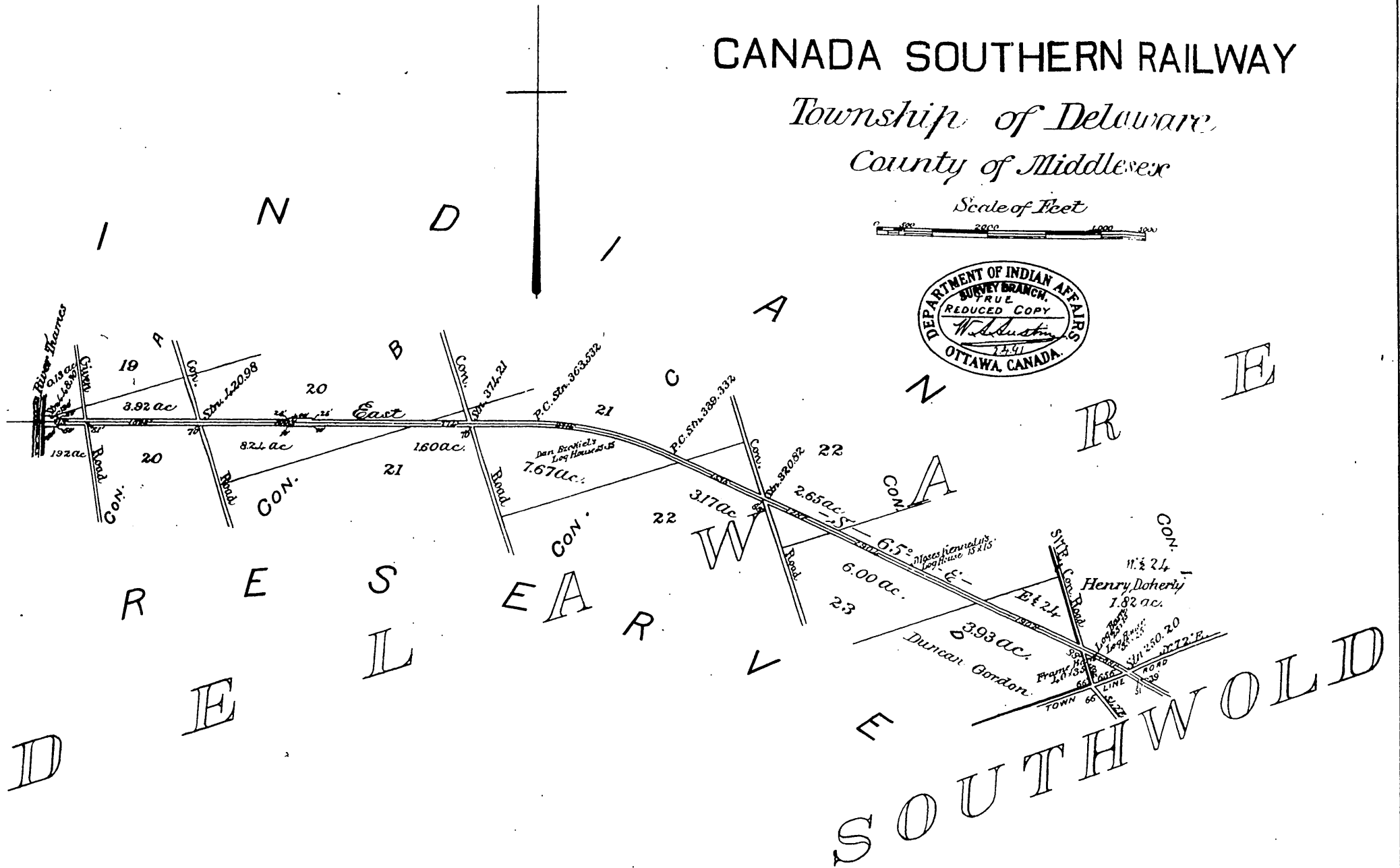
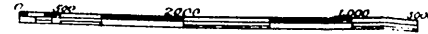
Thirteen hundredths of one acre of Lot No. 19 in Con. A; five acres and eighty-four hundredths of an acre of Lot No. 20 in Con. A; eight acres and twenty-four hundredths of an acre of Lot No. 20 in Con. B; one acre and sixty hundredths of an acre of Lot No. 21 in Con. B; seven acres and sixty-seven hundredths of an acre of Lot 21 in Con. C; three acres and seventeen hundredths of an acre of Lot 22 in Con. C; two acres and sixty-five hundredths of an acre of Lot 22 in Con. D; six acres of Lot No. 23 in Con. D, containing together thirty-five acres and thirty hundredths of an acre of the said Township of Delaware, be the same more or less, in order that the same may be sold to the Canada Southern Railway Company, in consideration of the sum of seven hundred and five dollars, being the amount awarded on the 27th day of October, 1871, as the value of the same, by arbitrators chosen for that purpose.

And which amount, after paying to the individual Indians through whose lands the said line of railway is to be laid out, the amount of the value of their improvements affected by the same, as fixed by the aforesaid arbitrators appointed to value the same, shall be invested for the benefit of our band and the interest thereon periodically distributed among us; or otherwise, should the same be afterwards decided in council, that principal and interest may be allowed to form a fund, subject to be drawn on by requisition for public purposes of advantage to our people that may from time to time arise.

CANADA SOUTHERN RAILWAY

Township of Delaware
County of Middlesex

Scale of Feet



IN WITNESS WHEREOF, we, the Chiefs and Principal Men of the Oneida Band aforesaid have set our hands and affixed our seals to this instrument at Delaware aforesaid, this seventeenth day of January, in the year of one thousand eight hundred and seventy-two.

Signed sealed and delivered }
 in the presence of }
 ROBERT MACKENZIE, V. S. & C.
 THOS. CAWTHORP.

MOSES BROWN, x	his Chief,	[L.S.]
JOHN SICKLES, Chief,	mark.	[L.S.]
CORNELIUS IRELAND, x	his Chief,	[L.S.]
AUGUSTUS CORNELIUS, x	his Chief,	[L.S.]
WILLIAM WHITE, x	his Chief,	[L.S.]
PETER POWLIS, x	his Chief,	[L.S.]
DANIEL CANADA, x	his Chief,	[L.S.]
HENRY ANTOINE, x	his Chief,	[L.S.]
BAPTISTE SCHUYLER, x	his Chief,	[L.S.]
JOHN DUMFORD, x	his Chief,	[L.S.]
THOMAS HOMER, x	his Chief,	[L.S.]
WILLIAM DOXTATER, x	his Chief,	[L.S.]
THOMAS DOXTATER, x	his Chief,	[L.S.]
WILLIAM CORNELIUS, x	his Chief,	[L.S.]
ANTHONY DAY, x	his Chief,	[L.S.]
LEWIS THOMAS, x	his Chief,	[L.S.]
JACOB ANTOINE, x	his Chief,	[L.S.]
AARON THOMAS, x	his Chief,	[L.S.]

Principal Men.

And we, the undersigned, hereby on oath certify before me William Elliot, Judge of Her Majesty's County Court for the County of Middlesex, Ontario, and Dominion of Canada aforesaid, that the above release or surrender was assented to and executed by the Chiefs and principal members of the Band of Oneida Indians residing on the

Indian Reserve in the Township of Delaware, assembled at a meeting of such band summoned for that purpose, and who were entitled to vote thereat.

Sworn before me at Strathroy,
in the County of Middlesex
and Province of Ontario and
Dominion of Canada, this
19th day of January, in the
year of Our Lord one thousand
eight hundred and
seventy-two.

ROBT. MACKENZIE, *V.S. & C.*
JOHN SICKLES, *Chief.*

WM. ELLIOT,

Judge of the County Court, County of Middlesex.

Recorded 7th February, 1872.

Lib. S. Surrenders to the Crown, fol. 57. }

J. C. AIKINS,

Secretary of State and Registrar General of Canada.

No. 128.

KNOW ALL MEN BY THESE PRESENTS that we, the Chiefs, Principal Men and Warriors of the Chippewa Indians of Sarnia, owning and residing upon the Sarnia Indian Reserve, being this day assembled in general council to the number of sixty, and acting by and with the full authority and consent of our people, have agreed to surrender and yield up, and do hereby surrender and yield up unto Our Sovereign Lady the Queen, Her heirs and successors, in trust, to be sold for our own and our children's benefit, all that certain portion of our said reserve, containing about fifteen acres, be the same more or less, which is commonly called the Indian Mission Lot, immediately south of the Town of Sarnia, and which is bounded on the west, first by the public highway and then by the River St. Clair; on the south by the surveyed line known as the continuation of the road allowance between the fourth and fifth concessions of the Township of Sarnia, and on the north and east by the curved line bounding the Great Western Railway track. To the end that the said described piece of land, including the beach and water privileges in front of the same, may be surveyed and sold in such manner and on such terms as the Honorable the Chief Superintendent of Indian Affairs for the Dominion of Canada may judge to be best for our advantage, and that the interest to be derived from the proceeds of the said property when sold shall be divided and paid over to our people, at the same times in each year as it is customary to pay our annuities and interest moneys; subject, nevertheless, to the following stipulations and conditions, namely: that an appropriation of ten acres of land from the front of lot number twenty-six front range of our said reserve, shall be devoted and set apart for mission and school uses, in lieu of the land now being surrendered, and also that the sum of three thousand dollars shall be reserved from the moneys to be received for the sale of the said surrendered land, and the Wesleyan Methodist Mission premises thereon; and shall be paid out for the erection of new Wesleyan Methodist Mission buildings, council and school houses, on the above lot number twenty-six. And further, that the full and free use of the present mission and council houses shall be continued to our people and the resident missionary until the proposed new buildings are erected and made fit for occupation. In witness to all which covenants and conditions we, the said Chiefs, Principal Men and Warriors, have set our hands and seals to this surrender, executed in duplicate, and dated at Sarnia, in the County of Lambton, Province of Ontario and Dominion of Canada, this first day of May, in the year of Our Lord one thousand eight hundred and seventy-two.

WILLIAM WAWANOSH,
JOSEPH WAWANOSH,
JOHN JOHNSTON,

[L.S.]
[L.S.]
[L.S.]

ROBERT GEORGE,	[L.S.]
ELIJAH GEORGE,	[L.S.]
EPHRAIM JACKSON,	[L.S.]
CHARLES CORNING, X	[L.S.]
ALEXANDER RE-NANANG.	[L.S.]
JOHN HALFDAY, X	[L.S.]
ISAAC JACKSON,	[L.S.]
JOHN ROGERS, X	[L.S.]
NICHOLAS PLAIN, X	[L.S.]
JOHN SUMNER,	[L.S.]
WILSON JACOBS,	[L.S.]
DAVID KAHGAUCK, X	[L.S.]
JOHN KEWAKAHNICK, X	[L.S.]
JABEZ JACKSON,	[L.S.]
JOSEPH PETAUDIE,	[L.S.]
SAMPSON JACKSON,	[L.S.]
JAMES SION,	[L.S.]
JOHN BEAVER, X	[L.S.]
ALEX. ROGERS,	[L.S.]
JOHN KAN-KANG,	[L.S.]
JAMES MENASS, X	[L.S.]
WILLIAM COTROLL, X	[L.S.]
PETER MENASS, X	[L.S.]
DANIEL NAHMABIN, X	[L.S.]
SILAS PAINEGONCE,	[L.S.]
ALBERT RODD,	[L.S.]
NICHOLAS KABAYOSH, X	[L.S.]
LUKE NAWAHDAYOSH,	[L.S.]
ADAM HALFDAY,	[L.S.]
PETER RODD,	[L.S.]
PAUL RODD, X	[L.S.]
CHARLES LAFORGE, X	[L.S.]
FRANCIS MENASS, X	[L.S.]
ISAAC STONE, X	[L.S.]
JOSIAH WILLIAMS, X	[L.S.]
JOHN THOMAS, X	[L.S.]
SAMES MASHABKEE, X	[L.S.]
ISAAC CHIPPEWA, X	[L.S.]
JAMES MENASS, Jr.,	[L.S.]
THOMAS NAYAHNISHQUODT, X	[L.S.]
GEORGE ASHQUAQUONABY, X	[L.S.]
WILLIAM WAHBUCK. X	[L.S.]

We, Robert Mackenzie, Local Superintendent and Commissioner, and William Wawanosh, Interpreter to the Chippewa Indians of Sarnia, being also one of the Chiefs entitled to vote at their councils, do hereby affirm and certify that the above surrender was freely assented to and executed in general council of the band on the date therein mentioned, and that the said assent was given unanimously.

Sworn before me at the Town of
Sarnia, in the County of Lambton, }
this second day of May A.D. 1872. }

ROBT. MACKENZIE, V. S. & C.,
WILLIAM WAWANOSH.

CHARLES ROBINSON,
Judge of the County of Lambton.

Copy of a Report of a Committee of the Honorable the Privy Council approved by His Excellency the Governor General in Council on the 2nd October, 1873.

On a memorandum dated 30th September, 1873, from the Honorable the Minister of the Interior, submitting for acceptance a surrender from the Chiefs and Principal Men and others of the Chippewa Indians of Sarnia, bearing date 1st May, 1872, conveying to the Crown in trust the Indian mission lot, and "including the beach and water privileges in front of the same."

The Committee advise that the surrender be accepted by Your Excellency in Council, in conformity with the provisions of the 8th section of the Act 31st Victoria, chap. 42, with a view to the intention of the said surrender being carried into effect.

Certified.

W. A. HIMSWORTH, *C.P.C.*

To the Honorable

The Minister of the Interior, &c., &c., &c.

Recorded 5th November, 1873.

Lib. 6, Folio 475.

J. C. AIKINS,

Secretary of State and Registrar-General of Canada.

No. 129.

Seal of Province of Ontario. }
 W. P. HOWLAND, }
 Province of Ontario. }

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To all to whom these presents shall come,—GREETING.

Whereas the Honorable Alexander Campbell, of the City of Ottawa, in the County of Carleton, Superintendent General of Indian Affairs, hath contracted and agreed for the absolute purchase of the lands and tenements hereinafter mentioned and described, at and for the price or sum of one hundred and fifty-six dollars of lawful money of Canada, and of which lands We are seized in right of Our Crown.

Now know ye, that in consideration of the said sum of one hundred and fifty-six dollars well and truly paid to Our use, at or before the sealing of these Our Letters Patent, We have granted, sold, aliened, conveyed and assured, and by these presents do grant, sell, alien, convey and assure unto the said the Honorable Alexander Campbell, Superintendent General of Indian Affairs, and his successors in office for ever, all those parcels or tracts of land situated, lying and being in the Township of South Algona, in the County of Renfrew, in the Province of Ontario, containing by admeasurement one thousand five hundred and sixty-one acres, be the same more or less, which said parcels or tracts of land may be otherwise known as follows, that is to say: being composed of lots numbers three, four, five, six, seven, eight, nine and ten, in the ninth concession; and lots numbers five, six, seven, eight, nine and ten, in the tenth concession of the aforesaid Township of South Algona, reserving the allowance for road along the banks of the Bonnechère River and Golden Lake and free access to the shores thereof for all vessels, boats and persons. To have and to hold the said parcels or tracts of land hereby granted, conveyed and assured unto the said the Honorable Alexander Campbell, Superintendent General of Indian Affairs, and his successors in office in that capacity for ever in trust for the use, settlement and benefit of the band of Algonquin Indians resident at or near Golden Lake in the said Township of South Algona and County of Renfrew, saving, excepting and reserving, nevertheless, unto Us, Our heirs and successors, the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be hereafter found on or under, or be flowing through or upon, any part of the said parcels or tracts of land hereby granted as aforesaid.

Given under the great seal of Our Province of Ontario. Witness, the Honorable William Pearce Howland, Companion of the Most Honorable Order of the Bath and Lieutenant Governor of Our Province of Ontario, at Toronto, this seventeenth day of September, in the year of Our Lord one thousand eight hundred and seventy-three, and in the thirty-seventh year of Our Reign.

By command of the Lieutenant-Governor in Council.

T. B. PARDEE,

Secretary.

THOS. H. JOHNSON.

Assistant Commissioner of Crown Lands.

Recorded 22nd September, 1873.

Liber 46, Folio 204.

JOHN F. C. USSHER,

Deputy Provincial Registrar.

No 130.

We, the undersigned Chiefs and Principal Men of the band of Indians owning the tract of land known as the Garden River Reserve, and described in the treaty effected on the ninth day of September, in the year of Our Lord one thousand eight hundred and fifty with the Chiefs and Principal Men of the Ojibewa Tribe of Indians inhabiting and claiming the eastern and northern shores of Lake Huron, by the Honorable William Benjamin Robinson, on behalf of Her Majesty the Queen of Great Britain and Ireland, as being situated at Garden River, in the District of Algoma, in the Province of Ontario, Dominion of Canada, and known as the Indian Reserve at Garden River, and laid down on a plan by John Stoughton Dennis, Provincial Land Surveyor, dated _____ and on file in the head office of Indian Affairs at Ottawa, in full council of our said band assembled at Garden River on this twentieth day of May in the year of Our Lord one thousand eight hundred and seventy three, do hereby agree and consent to surrender, and by this instrument do surrender to Her Gracious Majesty aforesaid, Her heirs and successors, in trust, for the use and benefit of the Church of England Mission, established at the Garden River Reserve aforesaid and their successors for ever, for the purpose of the said mission, all that parcel or tract of land situate upon the Garden River Reserve aforesaid, and described as follows, that is to say : being lots numbered fifteen, south of Milton street, north of Milton street, south of Prince street and north of Prince street, in the town plot of Shinguacouse, on the reserve aforesaid, containing by admeasurement two acres and one quarter or thereabout, be the same more or less, and we make this surrender in acknowledgement and in consideration of the benefits conferred upon the Indians resident upon the reserve aforesaid by the said mission.

IN WITNESS WHEREOF, we, the undersigned Chiefs and Principal Men of the band aforesaid, and as representing the entire said band, have hereunto set our hands and seals on the day and in the year first above written, in the presence of William Plummer, Superintendent and Commissioner of Indian Affairs, on behalf of Her Majesty the Queen aforesaid.

Signed, sealed and delivered at
Garden River on the day
first above written, in the
presence of
Fredk. Frost, School-teacher,
Garden River.

JAS. C. PHIPPS.

his
CHIEF AUGUSTINE, X [L.S.]
mark

his
CHIEF PEQUETCHENENE X [L.S.]
mark

his
SHEBAHKIZHIK, X [L.S.]
mark

his
CHARLES LA ROSE, X [L.S.]
mark

LOUISON SHINGWAUK, x	his mark	[L.S.]
ASKIN, x	his mark	[L.S.]
THEOPHILUS BOISSENAULT, x	his mark	[L.S.]
WILLIAM SHEBAUGHESIK, x	his mark	[L.S.]
FRANCIS CLARKE, x	his mark	[L.S.]
JOHN WEYMOSS, x	his mark	[L.S.]
NAHGAHWAIWEDON, x	his mark	[L.S.]
MEZEGUN, x	his mark	[L.S.]
WAIKEMAH, x	his mark	[L.S.]
MISQUAHBONOCAL, x	his mark	[L.S.]
TEGOUCHE, x	his mark	[L.S.]
JOSEPH LEASAGE,	his	[L.S.]
GEORGE AUGUSTINE, x	his mark	[L.S.]
JOSEPH SHEBAUGHESICK, x	his mark	[L.S.]

On behalf of Her Majesty the Queen of Great Britain and Ireland, I hereby accept the surrender above made by the Chiefs and Principal Men of the band owning the Garden River Reserve of the lots in the town plot of Shinguacouse, described herein.

WM. PLUMMER,
Visiting Superintendent and Commissioner of Indian Affairs.

I certify that the above named William Plummer and Chief Augustin appeared before me at the Town of Sault Ste. Marie, in the District of Algoma, this 20th day of May, A.D. 1873, and were severally sworn that the foregoing surrender was signed by them, Chief Pequetchenene the only Chiefs and by the Principal Men above named of the Garden River band of Indians, in the said District, on the day of the date thereof.

WALTER McCREA.
Judge, District of Algoma.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 2nd October, 1873.

On a memorandum dated 30th September, 1873, from the Honorable the Minister of the Interior, submitting a surrender received through Superintendent Plummer, bearing date 20th May, 1873, and executed by the Chiefs and Principal Men

of the Garden River band of Ojibway Indians, conveying to the Crown, in trust, lots numbers fifteen, on the north side of Milton street, fifteen on the south side of Milton street, fifteen on the north side of Prince street, fifteen on the south side of Prince street, in the town plot of Chinguacouse, and containing two acres and one-quarter, and situated within this said reserve, for the use and benefit of the Church of England Mission established at the Garden River Reserve.

The Minister reports that Mr. Plummer, in a letter accompanying the said instrument, states that the dwelling house and premises of the Church of England Missionary are situated on the said lots, and that a large building for a general school or an academy for the training of Indians is about to be erected.

He accordingly recommends that the surrender so executed, which has been duly proved before the Judge for the District of Algoma, be accepted by Your Excellency in Council, in accordance with the provisions of the 8th section of the Act 31 Victoria, chapter 42.

The Committee advise that the surrender be accepted accordingly.

Certified.

W. A. HIMSWORTH, C.P.C.

To the Honorable

The Minister of the Interior,

&c., &c., &c.

Nos. 131 and 132.

ARTICLES OF A TREATY made and concluded this third day of October, in the year of Our Lord one thousand eight hundred and seventy-three, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honorable Alexander Morris, Lieutenant-Governor of the Province of Manitoba and of the North-West Territories; Joseph Alfred Norbert Provencher and Simon James Dawson, of the one part, and the Saulteaux Tribe of the Ojibway Indians, inhabitants of the country within the limits hereinafter defined and described, by their Chiefs chosen and named as hereinafter mentioned, of the other part.

Whereas the Indians inhabiting the said country have, pursuant to an appointment made by the said Commissioners, been convened at a meeting at the north-west angle of the Lake of the Woods to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

And whereas the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration and such other purpose as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them so that there may be peace and good will between them and Her Majesty and that they may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in council as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen, who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for their faithful performance by their respective bands of such obligations as shall be assumed by them, the said Indians have thereupon named the following persons for that purpose, that is to say:—

KEK-TA-PAY-PI-NAIS (Rainy River.)
 KITCHI-GAY-KAKE (Rainy River.)
 NOTE-NA-QUA-HUNG (North-West Angle.)
 NAWE-DO-PE-NESS (Rainy River.)
 POW-WA-SANG (North-West Angle.)
 CANDA-COM-IGO-WE-NINIE (North-West Angle.)
 PAPA-SKO-GIN (Rainy River.)

MAY-NO-WAH-TAW-WAYS-KIONG (North-West Angle.)
 KITCHI-NE-KA-LE-HAN (Rainy River.)
 SAH-KATCH-EWAY (Lake Seul.)
 MUPA-DAY-WAH-SIN (Kettle Falls.)
 ME-PIE-SIES, (Rainy Lake, Fort Frances.)
 OOS-CON-NA-GEITH (Rainy Lake.)
 WAH-SHIS-KOUCE (Eagle Lake.)
 KAH-KEE-Y-ASH (Flower Lake.)
 GO-BAY (Rainy Lake.)
 KA-MO-TI-ASH (White Fish Lake.)
 NEE-SHO-TAL (Rainy River.)
 KEE-JE-GO-KAY (Rainy River.)
 SHA-SHA-GANCE (Shoal Lake.)
 SHAH-WIN-NA-BI-NAIS (Shoal Lake.)
 AY-ASH-A-WATH (Buffalo Point.)
 PAY-AH-BEE-WASH (White Fish Bay.)
 KAH-TAY-TAY-PA-E-CUTCH (Lake of the Woods.)

And thereupon, in open council, the different bands having presented their Chiefs to the said Commissioners as the Chiefs and Headmen for the purposes aforesaid of the respective bands of Indians inhabiting the said district hereinafter described;

And whereas the said Commissioners then and there received and acknowledged the persons so presented as Chiefs and Headmen for the purpose aforesaid of the respective bands of Indians inhabiting the said district hereinafter described;

And whereas the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded, as follows, that is to say:—

The Saulteaux Tribe of the Ojibbeway Indians and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada for Her Majesty the Queen and Her successors forever, all their rights, titles and privileges whatsoever, to the lands included within the following limits, that is to say:—

Commencing at a point on the Pigeon River route where the international boundary line between the territories of Great Britain and the United States intersects the height of land separating the waters running to Lake Superior from those flowing to Lake Winnipeg; thence northerly, westerly and easterly along the height of land aforesaid, following its sinuosities, whatever their course may be, to the point at which the said height of land meets the summit of the watershed from which the streams flow to Lake Nepigon; thence northerly and westerly, or whatever may be its course, along the ridge separating the waters of the Nepigon and the Winnipeg to the height of land dividing the waters of the Albany and the Winnipeg; thence westerly and north-westerly along the height of land dividing the waters flowing to Hudson's Bay by the Albany or other rivers from those running to English River and the Winnipeg to a point on the said height of land bearing north forty-five degrees east from Fort Alexander, at the mouth of the Winnipeg; thence south forty-five degrees west to Fort Alexander, at the mouth of the Winnipeg; thence southerly along the eastern bank of the Winnipeg to the mouth of White Mouth River; thence southerly by the line described as in that part forming the eastern boundary of the tract surrendered by the Chippewa and Swampy Cree tribes of Indians to Her Majesty on the third of August, one-thousand eight hundred and seventy-one, namely, by White Mouth River to White Mouth Lake, and thence on a line having the general bearing of White Mouth River to the forty-ninth parallel of north latitude; thence by the forty-ninth parallel of north latitude to the Lake of the Woods, and from thence by the international boundary line to the place of beginning.

The tract comprised within the lines above described, embracing an area of fifty-five thousand square miles, be the same more or less. To have and to hold the same to Her Majesty the Queen, and Her successors forever.

And Her Majesty the Queen hereby agrees and undertakes to lay aside, reserves for farming lands, due respect being had to lands at present cultivated by the said Indians, and also to lay aside and reserve for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, in such a manner as shall seem best, other reserves of land in the said territory hereby ceded, which said reserves shall be selected and set aside where it shall be deemed most convenient and advantageous for each band or bands of Indians, by the officers of the said Government appointed for that purpose, and such selection shall be so made after conference with the Indians; provided, however, that such reserves, whether for farming or other purposes, shall in no wise exceed in all one square mile for each family of five, or in that proportion for larger or smaller families; and such selections shall be made if possible during the course of next summer, or as soon thereafter as may be found practicable, it being understood, however, that if at the time of any such selection of any reserve, as aforesaid, there are any settlers within the bounds of the lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just so as not to diminish the extent of land allotted to Indians, and provided also that the aforesaid reserves of lands, or any interest or right therein or appurtenant thereto, may be sold, leased or otherwise disposed of by the said Government for the use and benefit of the said Indians, with the consent of the Indians entitled thereto first had and obtained.

And with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians She hereby, through Her Commissioners, makes them a present of twelve dollars for each man, woman and child belonging to the bands here represented, in extinguishment of all claims heretofore preferred.

And further, Her Majesty agrees to maintain schools for instruction in such reserves hereby made as to Her Government of Her Dominion of Canada may seem advisable whenever the Indians of the reserves shall desire it.

Her Majesty further agrees with Her said Indians that within the boundary of Indian reserves, until otherwise determined by Her Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force or hereafter to be enacted to preserve Her Indian subjects inhabiting the reserves or living elsewhere within Her North-West Territories, from the evil influence of the use of intoxicating liquors, shall be strictly enforced.

Her Majesty further agrees with Her said Indians that they, the said Indians, shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by Her Government of Her Dominion of Canada, and saving and excepting such tracts as may, from time to time, be required or taken up for settlement, mining, lumbering or other purposes by Her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefor by the said Government.

It is further agreed between Her Majesty and Her said Indians that such sections of the reserves above indicated as may at any time be required for Public Works or buildings of what nature soever may be appropriated for that purpose, by Her Majesty's Government of the Dominion of Canada, due compensation being made for the value of any improvements thereon.

And further, that Her Majesty's Commissioners shall, as soon as possible after the execution of this treaty, cause to be taken an accurate census of all the Indians inhabiting the tract above described, distributing them in families, and shall in every year ensuing the date hereof, at some period in each year to be duly notified to the Indians, and at a place or places to be appointed for that purpose within the territory ceded, pay to each Indian person the sum of five dollars per head yearly.

It is further agreed between Her Majesty and the said Indians that the sum of fifteen hundred dollars per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition and twine for nets for the use of the said Indians.

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band of the said Indians who are now actually cultivating the soil or who shall hereafter commence to cultivate the land, that is to say: two hoes for every family actually cultivating, also one spade per family as aforesaid, one plough for every ten families as aforesaid, five harrows for every twenty families as aforesaid, one scythe for every family as aforesaid, and also one axe and one cross-cut saw, one hand-saw, one pit-saw, the necessary files, one grindstone, one auger for each band, and also for each Chief for the use of his band one chest of ordinary carpenter's tools; also for each band enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such band; also for each band one yoke of oxen, one bull and four cows; all the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

It is further agreed between Her Majesty and the said Indians that each Chief duly recognised as such shall receive an annual salary of twenty-five dollars per annum, and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each such Chief and subordinate officer as aforesaid shall also receive once in every three years a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

And the undersigned Chiefs, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will in all respects obey and abide by the law, that they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract, and that they will not molest the person or property of any inhabitants of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof; and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at the North-West Angle of the Lake of the Woods this day and year herein first above named.

Signed by the Chiefs within named, }
in presence of the following witnesses, }
the same having been first read and }
explained by the Honorable James }
McKay:

JAMES MCKAY,
MOLYNEUX ST. JOHN,
ROBERT PITHER,
CHRISTINE V. K. MORRIS,
CHARLES NOLIN,
A. McDONALD, *Capt.*,
Comd. Escort to Lieut. Governor.
JAS. F. GRAHAM,
JOSEPH NOLIN,
A. McLEOD,
GEORGE MCPHERSON, Sr.,

ALEX. MORRIS, *L. G.*, [L.S.]
J. A. N. PROVENCHER, *Ind. Comr.*,
S. J. DAWSON,

KEE-TA-KAY-PI-NAIS, X
his mark

KITCHI-GAY-KAKE, X
his mark

NO-TE-NA-QUA-HUNG, X
his mark

MAWE-DO-PE-NAIS, X
his mark

POW-WA-SANG, X
his mark

SEDLEY BLANCHARD,
 W. FRED. BUCHANAN,
 FRANK G. BECHER,
 ALFRED CODD, M.D.,
 G. S. CORHAULT,
 PIERRE LEVIELLER,
 NICHOLAS CHATELAIN.

CANDA-COM-IGO-WI-NINIE, X
 his mark
 PA-PA-SKO-GIN, X
 his mark
 MAY-NO-WAH-TAW-WAYS-KUNG, X
 his mark
 KITCHI-NE-KA-BE-HAN, X
 his mark
 SAH-KATCH-EWAY, X
 his mark
 MUKA-DAY-WAH-SIN, X
 his mark
 ME-KIE-SIES, X
 his mark
 OOS-CON-NA-GEISH, X
 his mark
 WAH-SHIS-KQUCE, X
 his mark
 KAH-KEE-Y ASU, X
 his mark
 GO-BAY, X
 his mark
 KA-ME-TI-ASH, X
 his mark
 NEE-SHO-TAL, X
 his mark
 KEE-JEE-GO-KAY, X
 his mark
 SHA-SHA-GAUCE, X
 his mark
 SHAH-WIN-NA-BI-NAIS, X
 his mark
 AY-ASH-A-WASH, X
 his mark
 PAY-AH-BEE-WASH, X
 his mark
 KAH-TAY-TAY-PA-O-CUTCH, X
 his mark

We, having had communication of the treaty, a certified copy whereof is hereto annexed, but not having been present at the councils held at the North West Angle of the Lake of the Woods, between Her Majesty's Commissioners, and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the several bands of Indians which we represent, in consideration of the provisions of the said treaty being extended to us and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privilege whatsoever, which we, the said Chiefs and the said bands which we represent have, hold or enjoy, of, in and

to the territory described and fully set out in the said articles of treaty, and every part thereof. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors for ever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of the said Chiefs and Indians therein named, to be observed and performed; and in all things to conform to the articles of the said treaty as if we ourselves and the bands which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands, this thirteenth day of October, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed by S. J. Dawson, Esquire, one of Her Majesty's said Commissioners, for and on behalf and with the authority and consent of the Honorable Alexander Morris, Lieutenant-Governor of Manitoba and the North-West Territories, and J. A. N. Provencher, Esq., the remaining two Commissioners, and himself and by the Chiefs within named, on behalf of themselves and the several bands which they represent, the same and the annexed certified copy of articles of treaty having been first read and explained in presence of the following witnesses:

THOS. A. P. TOWERS,
JOHN AITKEN,
A. F. MACDONELL,
NUZZAHI,

his
JAMES SAGANOSH, X
mark.

PIULLSISE.

For and on behalf of the Commissioners, the Honorable Alexander Morris, Lieut. Governor of Manitoba and the North-West Territories, Joseph Albert Norbert Provencher, Esquire, and the undersigned

S. J. DAWSON,
Commissioner.

his
PAY-BA-MA-CHAS, X
mark.

his
KE-BA-GUIN, X
mark.

his
ME-TAS-SO-QUE-NE-SKANK, X
mark.

To S. J. Dawson, Esquire, Indian Commissioner, &c., &c., &c.

SIR,—We hereby authorize you to treat with the various bands belonging to the Salteaux Tribe of the Ojibbeway Indians inhabiting the North-West Territories of the Dominion of Canada not included in the foregoing certified copy of articles of treaty, upon the same conditions and stipulations as are therein agreed upon, and to sign and execute for us and in our name and on our behalf the foregoing agreement annexed to the foregoing treaty.

ALEX. MORRIS,
Lieutenant-Governor.

J. A. N. PROVENCHER,
Indian Commissioner.

NORTH-WEST ANGLE, LAKE OF THE WOODS,

October 4th, A.D. 1873.

Recorded 27th October, 1874.

Lib. 27, Folio 38.

R. W. SCOTT,

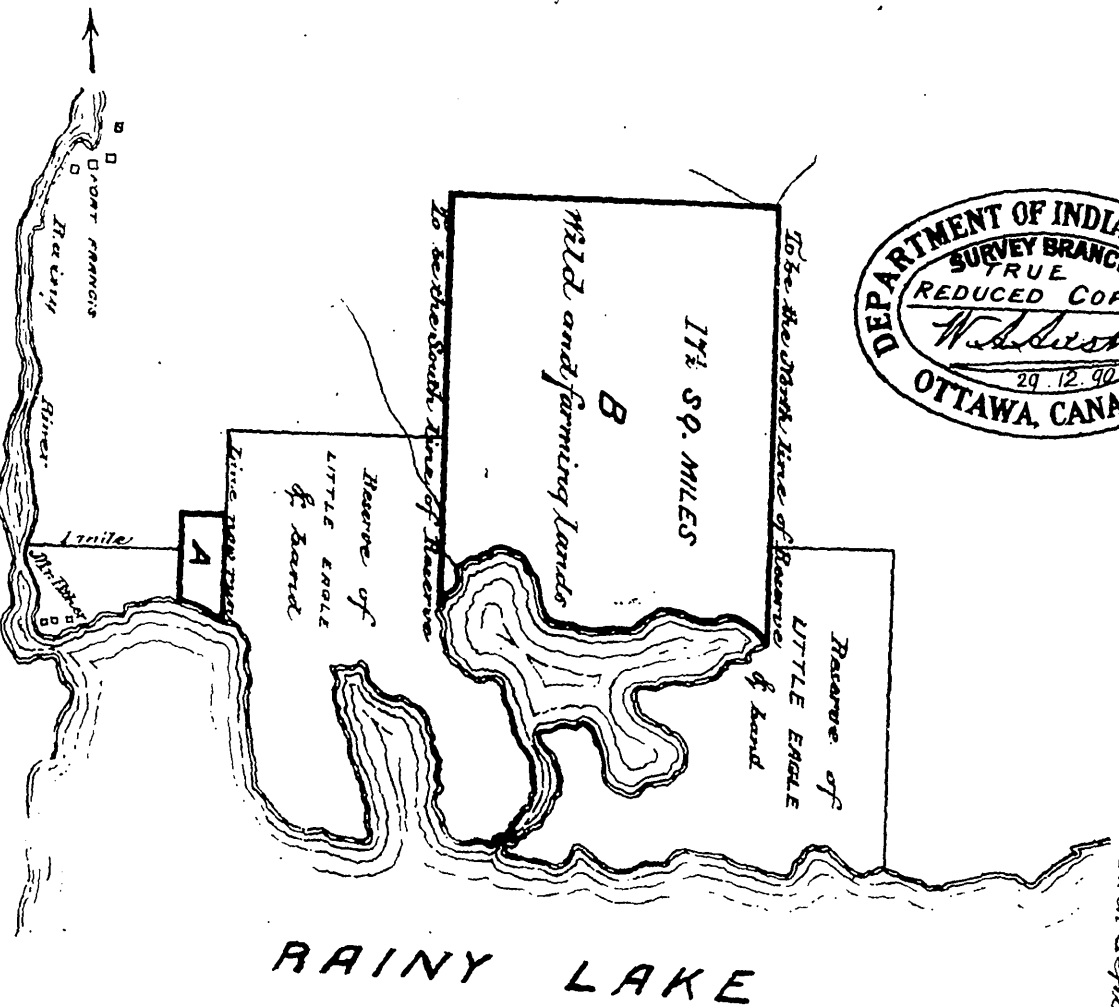
Secretary of State and Registrar-General of Canada.

(A).

This Memorandum of Agreement made and entered into this twelfth day of September one thousand eight hundred and seventy-five, between Nicholas Chate-

This is the rough diagram attached to in the agreement in which the same is attached showing the Reserves for the Hay-breds on the westerly shore of the Rainy Lake.

Fort Francis
17th Sept 1875



A. To be the 160 acres for Hay-breds to build and live on as a village.

B To extend from South, to North, first of Large Bay as shown, and to extend westerly to embrace 17 1/2 square miles.

J.S.D.
M.C.
/Sgt.

laine, Indian interpreter at Fort Francis and the Rainy River and acting herein solely in the latter capacity for and as representing the said Half-breeds, on the one part, and John Stoughton Dennis, Surveyor General of Dominion Lands, as representing Her Majesty the Queen through the Government of the Dominion, of the other part, Witnesseth as follows:—

Whereas the Half-breeds above described, by virtue of their Indian blood, claim a certain interest or title in the lands or territories in the vicinity of Rainy Lake and the Rainy River, for the commutation or surrender of which claim they ask compensation from the Government.

And whereas, having fully and deliberately discussed and considered the matter, the said Half-breeds have elected to join in the treaty made between the Indians and Her Majesty, at the North West Angle of the Lake of the Woods, on the third day of October, 1873, and have expressed a desire thereto, and to become subject to the terms and conditions thereof in all respects saving as hereinafter set forth.

It is now hereby agreed upon by and between the said parties hereto (this agreement, however, to be subject in all respects to approval and confirmation by the Government, without which the same shall be considered as void and of no effect), as follows, that is to say: The Half-breeds, through Nicholas Chatelaine, their Chief above named, as representing them herein, agree as follows, that is to say:—

That they hereby fully and voluntarily surrender to Her Majesty the Queen to be held by Her Majesty and Her successors for ever, any and all claim, right, title or interest which they, by virtue of their Indian blood, have or possess in the lands or territories above described, and solemnly promise to observe all the terms and conditions of the said treaty (a copy whereof, duly certified by the Honorable the Secretary of State of the Dominion has been this day placed in the hands of the said Nicholas Chatelaine.)

In consideration of which Her Majesty agrees as follows, that is to say:—

That the said Half-breeds, keeping and observing on their part the terms and conditions of the said treaty shall receive compensation in the way of reserves of land, payments, annuities and presents, in manner similar to that set forth in the several respects for the Indians in the said treaty; it being understood, however, that any sum expended annually by Her Majesty in the purchase of ammunition and twine for nets for the use of the said Half-breeds shall not be taken out of the fifteen hundred dollars set apart by the treaty for the purchase annually of those articles for the Indians, but shall be in addition thereto, and shall be a *pro rata* amount in the proportion of the number of Half-breeds parties hereto to the number of Indians embraced in the treaty; and it being further understood that the said Half-breeds shall be entitled to all the benefits of the said treaty as from the date thereof, as regards payments and annuities, in the same manner as if they had been present and had become parties to the same at the time of the making thereof.

And whereas the said Half-breeds desire the land set forth as tracts marked (A) and (B) on the rough diagram attached hereto, and marked with the initials of the parties aforementioned to this agreement, as their reserves (in all eighteen square miles), to which they would be entitled under the provisions of the treaty, the same is hereby agreed to on the part of the Government.

Should this agreement be approved by the Government, the reserves as above to be surveyed in due course.

Signed at Fort Francis, the
day and date abovementioned,
in presence of
us as witnesses:

A. R. TILLIE,
CHAS. S. CROWE,
W. B. RICHARDSON,
L. KITSON.

J. S. DENNIS, [L.S.]
his
NICHOLAS x CHATELAINE. [L.S.]
mark

No. 133.

[Translation follows.]

LIVRE DE RENVOI OFFICIEL du domaine de la seigneurie du Saut Saint-Louis, comté de Laprairie, premier arrondissement ou division d'enregistrement du ci-devant comté de Huntingdon.

No. du lot ou lopin de terre indiqué sur le plan officiel.	Nom du propriétaire.	Description générale.	Remarques.
<i>Domaine du Saut Saint-Louis.</i>			
1	Sa Majesté la Reine..... Le	Le domaine du Saut Saint-Louis, court le long du fleuve Saint-Laurent sur une longueur de deux cent vingt arpents à partir de l'entrée du lac Saint-Louis en allant vers le sud-ouest; est de figure irrégulière et contient treize mille trente-cinq arpents en superficie, en y comprenant trente-neuf arpents et vingt-cinq perches en superficie, appartenant à la compagnie du chemin de fer de Montréal et de Champlain; borné à l'ouest par le fleuve Saint-Laurent, au nord-est par la ligne limitative de la paroisse de Laprairie de la Magdeleine, à l'est, par celle de la paroisse Saint-Constant et celle de Saint-Isidore; au sud et au sud-ouest, par les lignes limitatives de la paroisse de Sainte-Philomène et de Chateauguay, sur une longueur de cent quarante arpents.	Les Sauvages de Caughnawaga, ont l'usufruit de ce domaine jusqu'au décès du dernier survivant d'eux.
<i>Chemin de fer de Montréal et de Champlain.</i>			
	La Compagnie du chemin de fer de Montréal et Champlain.	Contenant trois perches, six pieds de largeur sur cent dix-huit arpents de profondeur, formant trente-neuf arpents et vingt-cinq perches en superficie, borné à l'ouest par le fleuve Saint-Laurent, à l'est par la ligne limitative de la paroisse de Saint-Constant et traversant le domaine du Saut Saint-Louis de l'ouest à l'est.	

Fait en conformité des dispositions du chap. 37 des Statuts Refondus du Bas-Canada et de l'acte 27-28 Vict. ch. 40.

OTTAWA, ce 15^e jour d'avril mil huit cent soixante et sept.

A. CAMPBELL,
Commissaire des Terres de la Couronne.

Vraie copie de l'original.

Dépt. des Terres de la Couronne.
E. P. TACHÉ,
Assist. Comm. des Terres de la Couronne.

QUÉBEC, 22 octobre 1872.

Plan
du

Domaine DE LA SEIGNEURIE DU SAULT ST. LOUIS
Conté de la Prairie

0 5 10 15 20 25 30 35 40 45 50 Arpents

Fait en conformité des dispositions du Chapitre 37
des Statuts Révisés du Bas Canada et de L'Acte 27.28 Vict
Chap. 40.

Department des Jours de la Couronne

Ottawa 15 Avril 1867 (signé) A. Campbell

Commissaire des Jours de la Couronne

Certifié vraie Copie

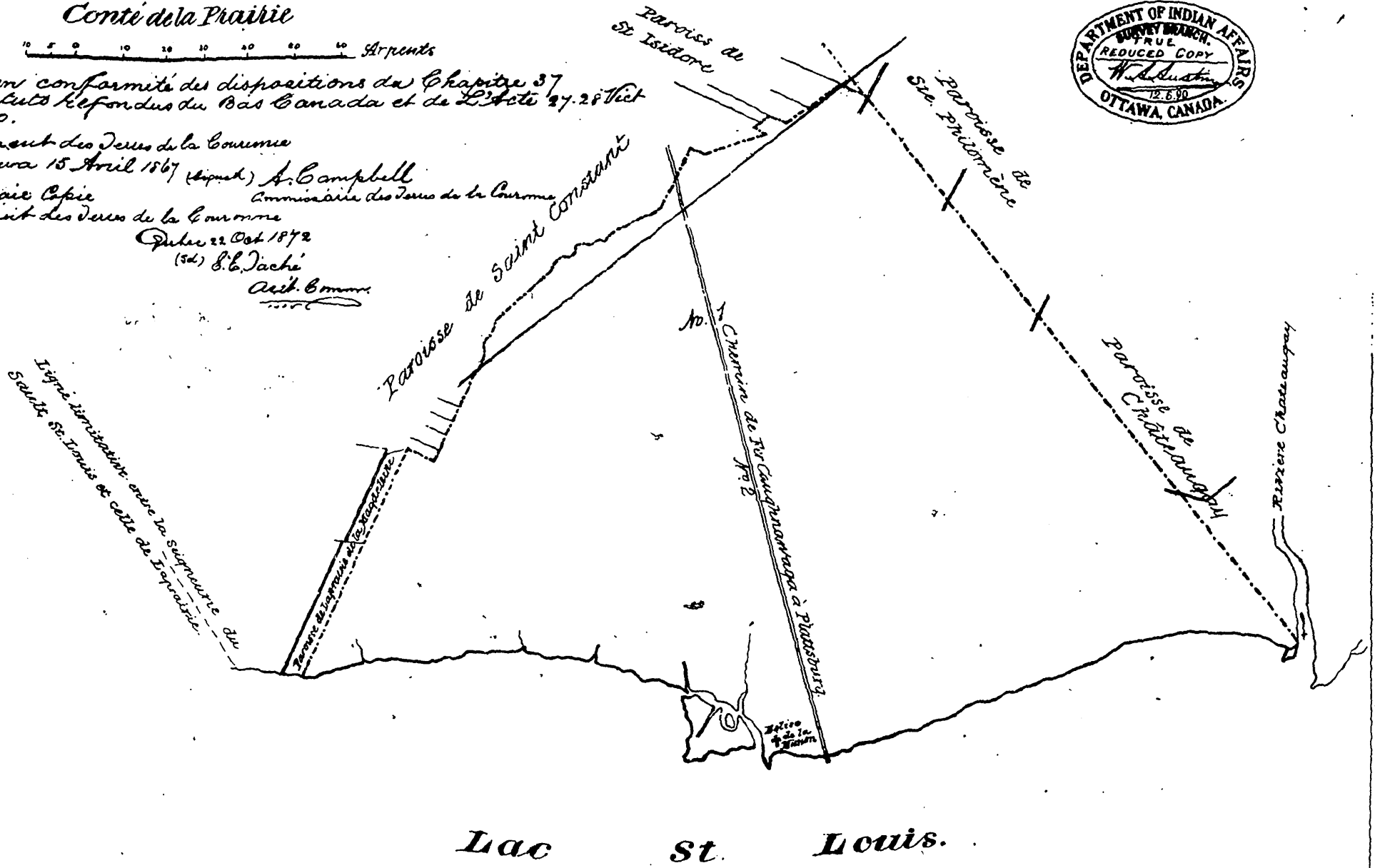
Department des Jours de la Couronne

Quebec 22 Oct 1872

(sd) G. C. Taché

Arch. Comm.

Premier Arrondissement ou division
d'Enregistrement du ci-devant Comté de Huntingdon.



Lac St. Louis.

(Translation.)

OFFICIAL BOOK OF REFERENCE of the Domain of the Seigniory of Sault St. Louis,
County of Laprairie, First District of Registrational Division of the heretofore
County of Huntingdon.

No. of Lot or parcel of Land indicated on the Official Plan.	Name of Proprietor.	General Description.	Remarks.
<i>Domain of Sault St. Louis.</i>			
1	Her Majesty the Queen.	The Domain of Sault St. Louis runs along the River St. Lawrence for a length of two hundred and twenty acres, beginning at the entrance of the Lake St. Louis going towards the south-west; is of an irregular figure, and contains fifteen thousand and thirty-five acres in superficies, including therein thirty-nine acres and twenty-five perches in superficies, belonging to the Montreal and Champlain Railroad Company; bounded on the west by the River St. Lawrence; on the north-east by the boundary line of the Parish of Laprairie de la Magdeleine; on the east by that of the Parish of St. Constant and that of St. Isidore; on the south and the south-west by the boundary lines of the Parishes of Ste. Philomène and Châteauguay on a length of one hundred and forty acres.	The Indians of Caughnawaga have the usufruct of this Domain until the death of the last survivor of them.
<i>Montreal and Champlain Railroad.</i>			
	The Montreal and Champlain Railway Company.	Containing three perches and six feet in width, by one hundred and eighteen acres in depth, forming thirty-nine acres and twenty-five perches in superficies; bounded on the west by the River St. Lawrence; on the east by the boundary line of the Parish of St. Constant, and crossing the Domain of Sault St. Louis from west to east.	

Made in conformity with the provisions of chap. 37 of the Consolidated Statutes of Lower Canada, and of the Act 27-28 Vict., cap. 40.

OTTAWA, this 15th day of April, one thousand eight hundred and sixty-seven..

A. CAMPBELL,
Commissioner of Crown Lands.

True copy of the original.

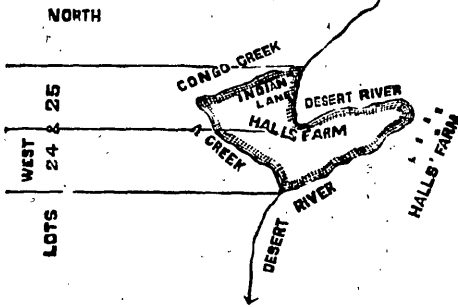
DEPT. OF CROWN LANDS,
QUEBEC, 22nd October, 1872.

E. P. TACHÉ,
Asst. Comr. of Crown Lands.

No. 134.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs and Principal Men of the band of Indians owning the Indian Reserve in the Township of Maniwaki, for and acting on behalf of our people, do hereby remise, release, surren-

der, quit claim, and yield up unto Our Sovereign Lady the Queen, Her heirs and successors for ever, all and singular, those certain portions of land forming part of the Indian reserve, aforesaid, and situated in the Province of Quebec, in the Dominion of Canada, and known and described as follows; and as laid down on the annexed traced plan of the same; that is to say:—



Messrs. Gilmour & Co.'s farm, being part of lots 5 and 6, Desert Front, bounded on the north, the west and a part south by the River Desert, and on the east by the Indian Chief's lot, and cannot contain less than 27 acres.

The above is Hall's farm, supposed to contain 17 acres, bounded on the west by Congo Creek, on the south by another small creek, on the north and east by Desert River, and is on the extreme end of the supposed lots 24 and 25, in 7th Range.

All the above three farms are marked off on the annexed traced plan of the Indian reserve.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors for ever, all and singular those certain parcels or tracts of land as above described, in trust, to sell and convey the same to such person or persons, and upon such terms as the Government of the said Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the monies received from the sale thereof shall, after deducting the usual proportion for expense of management, be placed at interest, and that the interest so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come for ever.

And we, the Chiefs and Principal Men of the band aforesaid, do on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at River Desert, in the said Province of Quebec and Dominion of Canada aforesaid, this tenth day of September, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed, sealed and delivered in }
presence of:

JNO. WHITE,
S. R. BROCK.

Signed by the Chief, Deputy Chief and
21 other Indians, members of the Band.

It is this day agreed to by the Principal Men of the band, under their foregoing signatures, that the Indian Department do sell unto Mr. G. C. Hall the entire of lots 24 and 25, on the Desert Front, instead of the part described on the first page hereof.

JNO. WHITE,
S. R. BROCK.

RIVER DESERT, 30th October, 1873.

And we hereby on oath certify before Robert Lyon, Esquire, Junior Judge of Her Majesty's County Court for the County of Carleton, in the Province of Ontario and Dominion of Canada, as aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians therein mentioned, assembled at a meeting of such band and tribe, summoned for such purpose, and who were entitled to vote thereat.

Sworn before me at Ottawa, in the County of Carleton, in the Province of Ontario, this fourth day of February, in the year of Our Lord one thousand eight hundred and seventy-four.

JNO. WHITE,
And the Chief of the Band.

ROBERT LYON,
Junior Judge of the County Court County Carleton.

Recorded 27th March, 1874. }

Lib. S., Folio 75. }

R. W. SCOTT,
Secretary of State and Registrar-General of Canada.

No. 135.

ARTICLES OF A TREATY made and concluded this fifteenth day of September, in the year of Our Lord one thousand eight hundred and seventy-four, between Her Most Gracious Majesty the Queen of Great Britain and Ireland, by Her Commissioners, the Honorable Alexander Morris, Lieutenant Governor of the Province of Manitoba and the North-West Territories; the Honorable David Laird, Minister of the Interior, and William Joseph Christie, Esquire, of Brockville, Ontario, of the one part; and the Cree, Saulteaux and other Indians, inhabitants of the territory within the limits hereinafter defined and described by their Chiefs and Headmen, chosen and named as hereinafter mentioned, of the other part.

Whereas the Indians inhabiting the said territory have, pursuant to an appointment made by the said Commissioners, been convened at a meeting at the Qu'Appelle Lakes, to deliberate upon certain matters of interest to Her Most Gracious Majesty, of the one part, and the said Indians of the other.

And whereas the said Indians have been notified and informed by Her Majesty's said Commissioners that it is the desire of Her Majesty to open up for settlement, immigration, trade and such other purposes as to Her Majesty may seem meet, a tract of country bounded and described as hereinafter mentioned, and to obtain the consent thereto of Her Indian subjects inhabiting the said tract, and to make a treaty and arrange with them, so that there may be peace and good will between them and Her Majesty and between them and Her Majesty's other subjects, and that Her Indian people may know and be assured of what allowance they are to count upon and receive from Her Majesty's bounty and benevolence.

And whereas the Indians of the said tract, duly convened in Council as aforesaid, and being requested by Her Majesty's said Commissioners to name certain Chiefs and Headmen, who should be authorized on their behalf to conduct such negotiations and sign any treaty to be founded thereon, and to become responsible to Her Majesty for their faithful performance by their respective bands of such obligations as shall be assumed by them the said Indians, have thereupon named the following persons for that purpose, that is to say: Ka-ki-shi-way, or "Loud Voice," (Qu'Appelle River); Pis-qua, or "The Plain" (Leech Lake); Ka-wey-ance, or "The Little Boy" (Leech Lake); Ka-kee-na-wup, or "One that sits like an Eagle" (Upper Qu'Appelle Lakes); Kus-kee-tew-mus-coo-mus-qua, or "Little Black Bear" (Cypress Hills); Ka-ne-on-us-ka-tew, or "One that walks on four claws" (Little Touchwood Hills); Cau-ah-ha-cha-pew, or "Making ready the Bow" (South side of the South Branch of the Saskatchewan); Kii-si-caw-ah-chuck, or "Day-Star" (South side of the South Branch of the Saskatchewan); Ka-na-ca-toose, "The Poor Man"

(Touchwood Hills and Qu'Appelle Lakes); Ka-kii-wis-ta-haw, or "Him that flies around" (towards the Cypress Hill); Cha-ca-chas (Qu'Appelle River); Wah-pii-moose-too-siis, or "The White Calf" (or Pus-coos) (Qu'Appelle River); Gabriel Coté, or Mee-may, or "The Pigeon" (Fort Pelly).

And thereupon in open council the different bands, having presented the men of their choice to the said Commissioners as the Chiefs and Headmen, for the purpose aforesaid, of the respective bands of Indians inhabiting the said district hereinafter described.

And whereas the said Commissioners have proceeded to negotiate a treaty with the said Indians, and the same has been finally agreed upon and concluded as follows, that is to say:—

The Cree and Saulteaux Tribes of Indians, and all other the Indians inhabiting the district hereinafter described and defined, do hereby cede, release, surrender and yield up to the Government of the Dominion of Canada, for Her Majesty the Queen, and Her successors forever, all their rights, titles and privileges whatsoever, to the lands included within the following limits, that is to say:—

Commencing at a point on the United States frontier due south of the north-western point of the Moose Mountains; thence due north to said point of said mountains; thence in a north-easterly course to a point two miles due west of Fort Ellice; thence in a line parallel with and two miles westward from the Assiniboine River to the mouth of the Shell River; thence parallel to the said river and two miles distant therefrom to its source; thence in a straight line to a point on the western shore of Lake Winnipegosis, due west from the most northern extremity of Waterhen Lake; thence east to the centre of Lake Winnipegosis; thence northwardly, through the middle of the said lake (including Birch Island), to the mouth of Red Deer River; thence westwardly and south-westwardly along and including the said Red Deer River and its lakes, Red Deer and Etoimaini, to the source of its western branch; thence in a straight line to the source of the northern branch of the Qu'Appelle; thence along and including said stream to the forks near Long Lake; thence along and including the valley of the west branch of the Qu'Appelle to the South Saskatchewan; thence along and including said river to the mouth of Maple Creek; thence southwardly along said creek to a point opposite the western extremity of the Cypress Hills; thence due south to the international boundary; thence east along the said boundary to the place of commencement. Also all their rights, titles and privileges whatsoever to all other lands wheresoever situated within Her Majesty's North-West Territories, or any of them. To have and to hold the same to Her Majesty the Queen and Her successors forever.

And Her Majesty the Queen hereby agrees, through the said Commissioners, to assign reserves for said Indians, such reserves to be selected by officers of Her Majesty's Government of the Dominion of Canada appointed for that purpose, after conference with each band of the Indians, and to be of sufficient area to allow one square mile for each family of five, or in that proportion for larger or smaller families; provided, however, that it be understood that, if at the time of the selection of any reserves, as aforesaid, there are any settlers within the bounds of the lands reserved for any band, Her Majesty retains the right to deal with such settlers as She shall deem just, so as not to diminish the extent of land allotted to the Indians; and provided, further, that the aforesaid reserves of land, or any part thereof, or any interest or right therein, or appurtenant thereto, may be sold, leased or otherwise disposed of by the said Government for the use and benefit of the said Indians, with the consent of the Indians entitled thereto first had and obtained, but in no wise shall the said Indians, or any of them, be entitled to sell or otherwise alienate any of the lands allotted to them as reserves.

In view of the satisfaction with which the Queen views the ready response which Her Majesty's Indian subjects have accorded to the invitation of Her said Commissioners to meet them on this occasion, and also in token of their general good conduct and behaviour, She hereby, through Her Commissioners, makes the Indians of the bands here represented a present, for each Chief of twenty-five

dollars in cash, a coat and a Queen's silver medal; for each Headman, not exceeding four in each band, fifteen dollars in cash and a coat; and for every other man, woman and child, twelve dollars in cash; and for those here assembled some powder, shot, blankets, calicoes, strouds and other articles.

As soon as possible after the execution of this treaty Her Majesty shall cause a census to be taken of all the Indians inhabiting the tract hereinbefore described, and shall, next year, and annually afterwards for ever, cause to be paid in cash at some suitable season to be duly notified to the Indians, and at a place or places, to be appointed for that purpose; within the territory ceded, each Chief twenty-five dollars; each Headman, not exceeding four to a band, fifteen dollars; and to every other Indian man, woman and child, five dollars per head; such payment to be made to the heads of families for those belonging thereto; unless for some special reason it be found objectionable.

Her Majesty also agrees that each Chief and each Headman, not to exceed four in each band, once in every three years during the term of their offices shall receive a suitable suit of clothing, and that yearly and every year She will cause to be distributed among the different bands included in the limits of this treaty powder, shot, ball and twine, in all to the value of seven hundred and fifty dollars; and each Chief shall receive hereafter, in recognition of the closing of the treaty, a suitable flag.

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band thereof who are now actually cultivating the soil, or who shall hereafter settle on their reserves and commence to break up the land, that is to say: two hoes, one spade, one scythe and one axe for every family so actually cultivating, and enough seed wheat, barley, oats and potatoes to plant such land as they have broken up; also one plough and two harrows for every ten families so cultivating as aforesaid, and also to each Chief for the use of his band as aforesaid, one yoke of oxen, one bull, four cows, a chest of ordinary carpenter's tools, five hand saws, five augers, one cross-cut saw, one pit-saw, the necessary files and one grindstone, all the aforesaid articles to be given, once for all, for the encouragement of the practice of agriculture among the Indians.

Further, Her Majesty agrees to maintain a school in the reserve allotted to each band as soon as they settle on said reserve and are prepared for a teacher.

Further, Her Majesty agrees that within the boundary of the Indian reserves, until otherwise determined by the Government of the Dominion of Canada, no intoxicating liquor shall be allowed to be introduced or sold, and all laws now in force, or hereafter to be enacted, to preserve Her Indian subjects inhabiting the reserves, or living elsewhere within the North-West Territories, from the evil effects of intoxicating liquor, shall be strictly enforced.

And further, Her Majesty agrees that Her said Indians shall have right to pursue their avocations of hunting, trapping and fishing throughout the tract surrendered, subject to such regulations as may from time to time be made by the Government of the country, acting under the authority of Her Majesty, and saving and excepting such tracts as may be required or taken up from time to time for settlement, mining or other purposes, under grant or other right given by Her Majesty's said Government.

It is further agreed between Her Majesty and Her said Indian subjects that such sections of the reserves above indicated as may at any time be required for public works or buildings of whatsoever nature may be appropriated for that purpose by Her Majesty's Government of the Dominion of Canada, due compensation being made to the Indians for the value of any improvements thereon, and an equivalent in land or money for the area of the reserve so appropriated.

And the undersigned Chiefs and Headmen, on their own behalf and on behalf of all other Indians inhabiting the tract within ceded, do hereby solemnly promise and engage to strictly observe this treaty, and also to conduct and behave themselves as good and loyal subjects of Her Majesty the Queen. They promise and engage that they will, in all respects, obey and abide by the law; that they will maintain peace

and good order between each other, and between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects, whether Indians, Half-breeds, or whites, now inhabiting or hereafter to inhabit any part of the said ceded tract; and that they will not molest the person or property of any inhabitant of such ceded tract, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tract, or any part thereof, and that they will assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.

IN WITNESS WHEREOF, Her Majesty's said Commissioners, and the said Indian Chiefs and Headmen, have hereunto subscribed and set their hands, at Qu'Appelle, this day and year herein first above written.

Signed by the Chiefs and Headmen
within named in presence of the
following witnesses, the same having
been first read and explained by
Charles Pratt;

W. OSBORNE SMITH, C.M.G.

Lt.-Col. D.A.G. Commy.

Dominion Forces in North-West.,

PASCAL BRELAUD,

EDWARD MCKAY,

CHARLES PRATT,

PIERRE POITRAS,

his

BAPTIST X DAVIS,

mark.

his

PIERRE X DENOMME,

mark.

JOSEPH MCKAY,

DONALD McDONALD,

A. McDONALD,

Capt. Provl. Battn. Infantry.

GEO. W. STREET,

Ens. Provl. Battn. Infantry,

ALFRED CODD, M.D.,

Surgeon Provl. Battn. Infantry,

W. M. HERCHMER, Captain,

C. DE COUYES, Ensign,

JOS. POITRON, X

M. G. DICKIESON,

Private Secy. Min. of Interior,

PETER LAPIERRE,

HELEN H. McLEAN,

FLOBA GARRIOCH,

JOHN COTTON, *Lt. Canadian Artillery,*

JOHN ALLAN,

Lt. Provl. Battn. Infantry..

ALEXANDER MORRIS,

Lt.-Gov. North-West-Territories,

DAVID LAIRD, *Indian Commissioner,*

WILLIAM J. CHRISTIE,

his

KA-KII-SHI-WAY, X

mark.

his

PIS-QUA, X

mark.

his

KA-WEZAUCE, X

mark.

his

KA-KEE-NA-WUP, X

mark.

his

KUS-KEE-TEW-MUS-COO-MUS-QUA, X

mark.

his

KA-NE-ON-US-KA-TEW, X

mark.

his

CAN-AH-HA-CHA-PEU, X

mark.

his

KII-SI-CAW-AH-CHUCK, X

mark.

his

KA-WA-CA-TOOSE, X

mark.

his

KA-KU-WIS-TA-HAW, X

mark.

his

CHA-CA-CHAS, X

mark.

his

WA-pii-MOOSE-TOO-SUS, X

mark.

his

GABRIEL COTÉ OF MEE-MAY, X

mark.

We, members of the Saulteaux Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September instant, between Her Majesty the Queen and the Cree and Saulteaux Indians, and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle lakes between Her Majesty's Commissioners and the several Indian Chiefs, and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the provisions of the said treaty, being extended to us and the said band which we

represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent, have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty and every part thereof also all our right, title and privilege whatsoever to all other lands, wherever situated, whether within the limits of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, signed at the Qu'Appelle lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty, as if we ourselves, and the band which we represent, had been originally contracting parties thereto and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's said Commissioners and the said Indian Chief and Headman have hereunto subscribed and set their hands at Fort Ellice, this twenty-first day of September, in the year of Our Lord one thousand eight hundred and seventy-four.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by Joseph Robillard:

ARCH. McDONALD,
GEORGE FLETT,
A. MAXWELL,
DAVID ARMIT,
HENRY MCKAY,
ELLEN McDONALD,
MARY ARMIT,

ALEXANDER MORRIS,
Lt.-Gov. North-West Territories.

DAVID LAIRD, *Indian Commissioner.*

W. J. CHRISTIE, *Indian Commissioner.*

WAY-WA-SE-CA-POW, or the ^{his}
MAN PROUD OF STANDING UPRIGHT, x
mark

OTA-MA-KOO-EWIN, or SHA-POUS-E-TUNG'S
FIRST SON, THE MAN WHO STANDS ON

^{his}
THE EARTH, x
mark

Recorded 17th November, 1874. }

Lib. 27, folio 54. }

R. W. SCOTT,

*Secretary of State and
Registrar-General of Canada.*

We, members of the Cree, Saulteaux and Stonie Tribes of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September last between Her Majesty the Queen and the Cree and Saulteaux Indians, and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein contained, at which the articles of the said treaty were agreed upon, hereby, for ourselves and the bands which we represent, in consideration of the provisions of the said treaty having extended to us and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said bands which we represent have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also, all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or

any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty, signed at the Qu'Appelle Lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we, ourselves, and the bands which we represent, had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chiefs have herunto subscribed and set their hands at Qu'Appelle Lakes this eighth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto in the presence of the undersigned witnesses, the same having been first explained to the Indians by William the second McKay.

WILLIAM S. MCKAY,
ARCH. McDONALD,
PASCAL BRELAND,
WILLIAM WAGNER.

W. J. CHRISTIE, *Indian Commissioner*,
M. G. DICKIESON, *Acting Ind'n. Com'r.*,
W. F. WRIGHT,
his
CHEE X CUK.
mark

Recorded 21st January, 1876, }
Lib. 27, folio 291. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

We, members of the Cree, Saulteaux and Stonie Tribes of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September last between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes, between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the bands which we represent, in consideration of the provisions of the said treaty having extended to us, and the said bands which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said bands which we represent have held or enjoy, of, in and to the territory described and fully set out in the said articles of treaty, and every part thereof; also, all our right, title, and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made, or hereafter to be made with the Saulteaux tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes, as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the bands which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chiefs have hereunto subscribed and set their hands at Qu'Appelle Lakes this ninth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by Charles Pratt.

Witness CHARLES PRATT,
Witness ARCH. McDONALD,
Witness JOSEPH READER,
PASCAL BRELAND.

W. J. CHRISTIE, *Ind. Commr.*,
M. G. DICKIESON, *Ind. Commr.*,
W. F. WRIGHT,

WAH-PEE-MAKWA, ^{his} X
mark

THE WHITE BEAR,

^{his} OKANES, X
mark

PAYEPOT, X
mark

^{his} LE CROUP DE PHEASANT, X
mark

^{his} KITCHI-KAH-ME-WIN. X
mark

Recorded 21st January, 1876, }
Lib. 27, folio 293. }

L. A. CATTELLIER,
Deputy Registrar-General of Canada.

We, members of the Cree and Saulteaux Tribes of Indians, having had communication of the treaty made on the 15th day of September, 1874, between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the provisions of the said treaty having extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent have hold or enjoy of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limits of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors for ever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained, on the part of said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the Indian Chiefs have hereunto subscribed and set their hands at Swan Lake, this twenty-fourth day of September, in the year of Our Lord one thousand eight hundred and seventy-five.

Signed by the parties hereto, in the presence of the undersigned witnesses, the same having been first explained to the Indians by George Brass.

ARCH. McDONALD, Witness,
DONALD McDONALD, Witness,
^{his}
GEORGE X BRASS, Witness,
mark

W. J. CHRISTIE, *Indian Comr.*,
M. G. DICKIESON, *Acting Indian Comr.*,

^{his}
OW-TAH-PEE-KA-KAW X
mark

^{his}
KII-SHI-KOUSE X
mark

Recorded 21st January, 1876, }
Liber 27, folio 295. }

L. A. CATELLIER,
Deputy Registrar-General of Canada.

We, members of the Saulteaux Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September, A.D. 1874, between Her Majesty the Queen and the Cree and Saulteaux Indians and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at the Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves and the band which we represent, in consideration of the provisions of the said treaty having extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the said band which we represent have held or enjoy of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also, all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made or hereafter to be made with the Saulteaux Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions, payments and reserves of the said treaty signed at the Qu'Appelle Lakes as therein stated, and solemnly promise and engage to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto, and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Her Majesty's Commissioners and the said Indian Chief and Headmen have hereunto subscribed and set their hands at Fort Welly, this twenty-fourth day of August, in the year of Our Lord one thousand eight hundred and seventy-six.

Signed by the parties hereto in the presence of the undersigned witnesses, the same having been first read and explained by A. McKay:

AND. McDONALD,

A. MCKAY,
W. H. NAGLE,
OO-ZA-WASK-OO-QUIN-AYE, (or YELLOW

^{his}
QUILL), X
mark.

ALEXR. LORD RUSSELL,
GEORGE FLETT,
HUGH McBEATH.

KENISTIN (or CREE), x
his
mark

NE-PIN-AWA. (or SUMMER FUR). x
his
mark.

Recorded 25th August, 1877. }
Lib. S, folio 456 to 462. }

L. A. CATELLIER,

Deputy Registrar-General of Canada.

We, members of the Assiniboine Tribe of Indians, having had communication of the treaty hereto annexed, made on the 15th day of September, one thousand eight hundred and seventy-four, between Her Majesty the Queen and the Cree and Saulteaux Indians, and other Indians at Qu'Appelle Lakes, but not having been present at the councils held at Qu'Appelle Lakes between Her Majesty's Commissioners and the several Indian Chiefs and others therein named, at which the articles of the said treaty were agreed upon, hereby for ourselves, and the band which we represent, in consideration of the provisions of the treaty being extended to us and the said band which we represent, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, to and for the use of Her Government of Her Dominion of Canada, all our right, title and privileges whatsoever which we and the bands which we represent have held or enjoy of, in and to the territory described and fully set out in the said articles of treaty and every part thereof; also all our right, title and privileges whatsoever to all other lands wherever situated, whether within the limit of any treaty formerly made or hereafter to be made with the Assiniboine Tribe or any other tribe of Indians inhabiting Her Majesty's North-West Territories, or any of them. To have and to hold the same unto and to the use of Her said Majesty the Queen, Her heirs and successors forever.

And we hereby agree to accept the several provisions and the payment in the following manner, viz.: That those who have not already received payment receive this year the sums of twelve dollars for the year 1876, which shall be considered their first year of payment, and five dollars for the year 1877, making together the sum of seventeen dollars apiece to those who have never been paid, and five dollars per annum for every subsequent year, and also the reserves of the said treaty signed at Qu'Appelle Lakes, as therein stated, and solemnly promise and agree to abide by, carry out and fulfil all the stipulations, obligations and conditions therein contained on the part of the said Chiefs and Indians therein named to be observed and performed, and in all things to conform to the articles of the said treaty as if we ourselves and the band which we represent had been originally contracting parties thereto and had been present and attached our signatures to the said treaty.

IN WITNESS WHEREOF, Major James M. Walsh, Inspector of North-West Mounted Police, in command at Fort Walsh, and the said Indian Chiefs and Headmen, have hereunto set their hands at Fort Walsh, this twenty-fifth day of September, in the year of Our Lord one thousand eight hundred and seventy-seven.

Signed by the parties hereto in
the presence of the under-
signed witnesses, the same
having been first explained
by Constant Provost to the
Indians.

J. H. McILLEE,

Sub-Inspector,

PERCY REGINALD NEALE,

Sub-Inspector N.-W. M. P.

J. M. WALSH,

his

LONG LODGE x TEPEE HOSKA,

mark

his

THE ONE THAT x FETCHED THE COAT,

mark

his

THE POOR MAN, x

mark

WICH-A-WOS-TAKA.

Recorded 1st December, 1877. }
Liber 27, folio 469. }

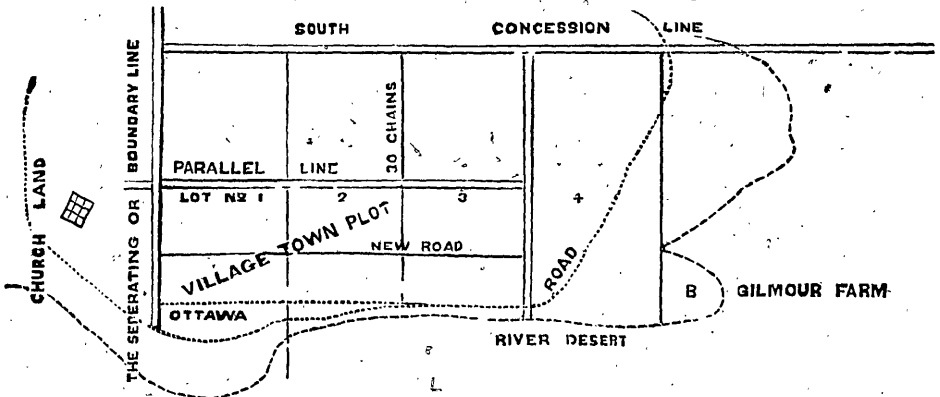
L. A. CATELLIER,

Deputy Registrar-General of Canada.

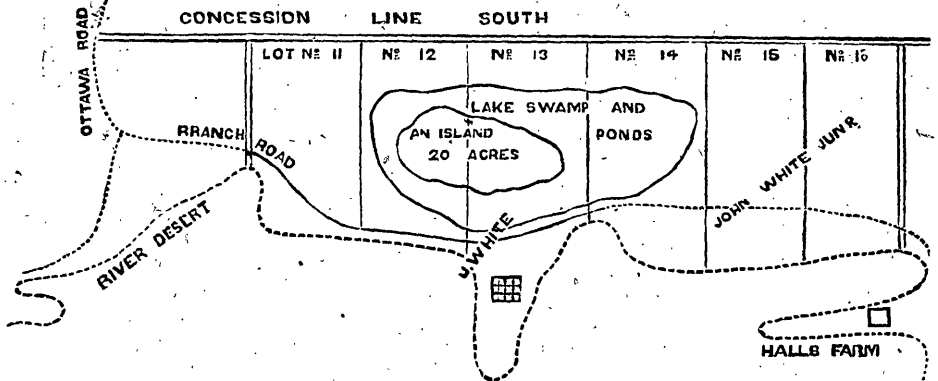
No. 136.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and Principal Men of the band of Indians owning the Indian reserve in the Township of Maniwaki, for and acting on behalf of our people, do hereby remise, release, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain portions of land forming part of the Indian reserve aforesaid and situated in the Province of Quebec, in the Dominion of Canada, and known and described as follows, and as laid down on the annexed traced plan of the same, that is to say:—

The front part of lots No. 1, 2 and 3, River Desert front, and on the said Indian reserve, for a village or town plot, to be divided into building lots, and each lot to be rented for a specified yearly rent for a term of twenty years, renewable from time to time at the expiration of each term, the same yearly rent to be always transferred from lease to lease. The plot to extend from the Desert River to the south to a line to be drawn parallel to the concession line and thirty chains to the north of said concession line, as will appear more plainly from the following sketch:—



Also the lots No. 12, 13 and 14, River Desert front, as now and hitherto occupied by John White, Indian Agent; and lots No. 15 and 16, same front, occupied and enjoyed by one of the said Agent's sons, named John White, Jr., to be rented to each for a term of twenty years, renewable from time to time at the expiration of each term, subject to the original and hitherto paid up rent of five dollars per year. On the first three of the above lots there are about seventy acres of no value, as being composed of lakes, ponds and swamps, the latter being of the worst description, running from side to side across the said three lots, the high water in spring rises from six to ten feet above the surface, and there can never be a fence of any kind made through any part of the said seventy acres. The following is a sketch of the said five lots:—



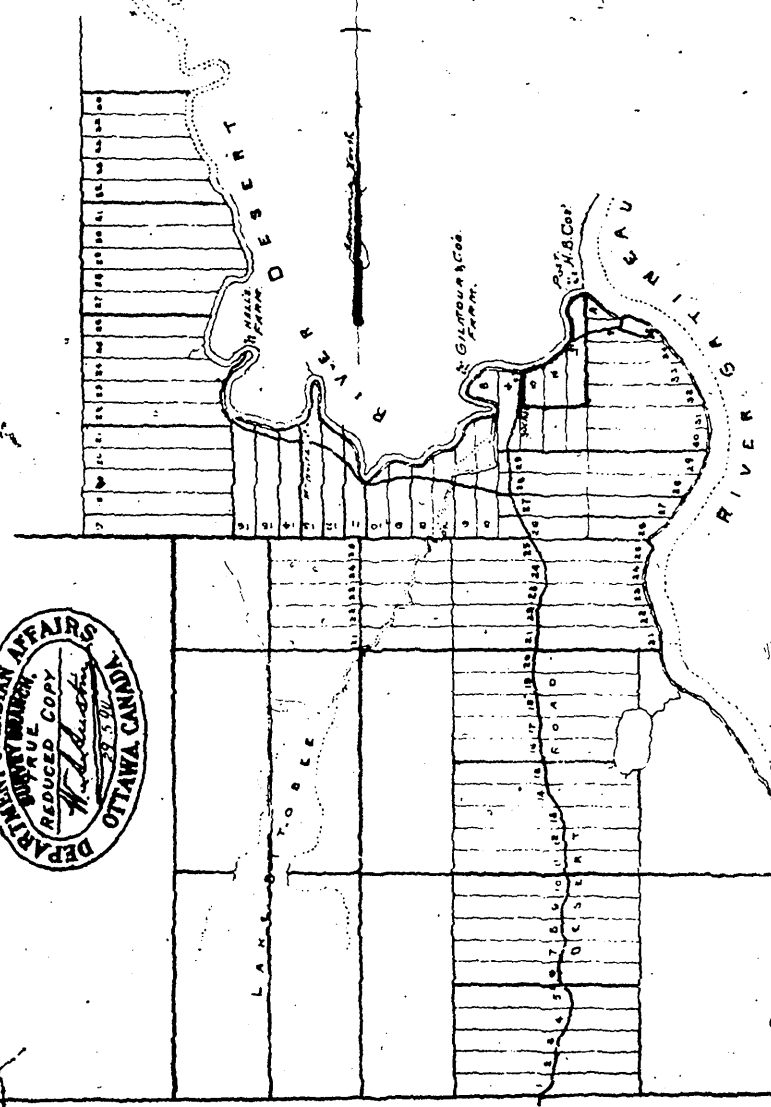
MAGLE RIVER

P L A N

OF THE
SUBDIVISION OF PART
OF THE
INDIAN RESERVATION OF
MANIWAKI

*Surveyed and subdivided in accordance with
the Indian Department dated at Ottawa
28th Sept 1867*

*(Signed) J. C. Stewart
Supt. Land Survey*



1867

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of lands as above described, in trust, to sell and convey the same to such person or persons and upon such rent as the Government of the said Dominion of Canada shall or may deem most conducive to the interests of us, the said Chiefs and Principal Men, and our people in all time to come.

And upon the further condition that the moneys received from the sale thereof, shall, after deducting the usual proportion for expense of management be placed at interest, and that the interest so accruing from such investment shall be paid annually or semi-annually to us and our descendants in all time to come for ever.

And we, the said Chiefs and Principal Men of the band aforesaid do, on behalf of our people and for ourselves, hereby ratify and confirm whatever the Government of this Dominion of Canada may do or cause to be lawfully done in connection with the disposal and sale of the said lands.

IN WITNESS WHEREOF, we, the said Chiefs and Principal Men, have set our hands and have affixed our seals unto this instrument at River Desert, in the said Province of Quebec and Dominion of Canada aforesaid, this nineteenth day of August, in the year of Our Lord one thousand eight hundred and seventy-three.

Signed, sealed and delivered }
in presence of: }
JNO. WHITE,
S. R. BROCK.

ATNON PAKINARRERTIK, *Chief*, [L.S.]
PACHACHEGU, *Dg. Chief*, [L.S.]
ANTMEN PIKIRB, *Dy. Chief*. [L.S.]
And 24 other Indians, members of the
band.

And we hereby on oath certify before Robert Lyon, Esquire, Junior Judge of Her Majesty's County Court for the County of Carleton, in the Province of Ontario and Dominion of Canada as aforesaid, that the annexed release or surrender was assented to and executed by the Chiefs and principal members of the band of Indians therein mentioned, assembled at a meeting of such band and tribe summoned for such purpose, and who were entitled to vote thereat.

Sworn before me at the City of Ottawa, }
in the Province of Ontario, this fourth }
day of February, in the year of Our }
Lord one thousand eight hundred and }
seventy-four. }

JNO. WHITE,
ATNON PAKINARRERTIK.

ROBERT LYON,
Junior Judge of the County Court in and for the County of Carleton.

Recorded 22nd October, 1874. }
Lib. S., folio 135. }

R. W. SCOTT,
Secretary of State and Registrar-General of Canada.

No. 137.

PRINCE EDWARD ISLAND.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

KNOW ALL MEN BY THESE PRESENTS that I, John Aldous, the Commissioner of Public Lands for Prince Edward Island, under the authority of an Act passed in the sixteenth year of the reign of Her present Majesty Queen Victoria, intituled: "An Act for the purchase of lands on behalf of the Government of Prince Edward Island, and to regulate the sale and management thereof, and for other purposes therein mentioned," in consideration of the sum of one shilling of lawful current

money of the said Island to me in hand paid by Henry Palmer and Theophilus Stewart, the Indian Commissioners of Prince Edward Island, the receipt whereof is hereby acknowledged, have granted, bargained, released and confirmed, and by these presents do grant, bargain, release and confirm unto the said Commissioners of Indian Affairs, and their successors in office, all that tract, piece or parcel of land situate, lying and being on lot or township number thirty-nine (39), bounded as follows, that is to say: Commencing at the south-west angle of a tract of land in possession of Daniel Sinnott; thence according to the magnetic north of the year 1764 south forty-five degrees east sixty-seven chains, or until it meets Novell River; thence following the various courses of the same for the distance of thirty chains on a right angle with the side line north-east; thence (N. 45° W.) north forty-five degrees west sixty-six (66) chains, or until it meets the south-east angle of a tract of seventy acres in possession of Charles McCarthy; thence following the south-east boundary of the respective tracts of land in possession of Charles McCarthy, Daniel McCarthy and Daniel Sinnott, (S. 45° W.) south forty-five degrees west (30) thirty chains, to the place of commencement, containing two hundred and four acres of land, a little more or less, as delineated on the office plan of said lot or township number thirty-nine, together with all and singular the rights, privileges, easements, advantages and appurtenances whatsoever to the said land and premises belonging or in any wise appertaining, or therewith now or heretofore holden, used and enjoyed. To have and to hold the said tract of land, with the appurtenances thereunto belonging, hereby granted and released unto the said Indian Commissioners, to the proper use and behoof of the said Commissioners for Indian Affairs, and their successors in office, and to no other use, intent or purpose whatsoever, as fully, amply and beneficially as the original grantee or grantees thereof from the Crown were possessed of the same or entitled thereto.

IN WITNESS WHEREOF, I, the said John Aldous "The Commissioner of Public Lands," have hereunto set my hand and seal of office the seventh day of April, in the year of Our Lord one thousand eight hundred and fifty-nine.

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

THOMAS SWALEY.

JOHN ALDOUS, [L.S.]

The Commissioner of Public Lands.

Approved.

D. DALY,

Lieutenant Governor.

Received the seventh day of April, A.D. 1859, from the within named Indian Commissioners, the sum of one shilling, being the consideration money which is expressed to be paid in the within written conveyance.

Witness my hand:

JOHN ALDOUS,

"The Commissioner of Public Lands."

This is to certify that this sheet of paper contains a true and correct transcript of the original conveyance, taken from Deed Book No. 1, folio 53, kept in the office of the Commissioner of Public Lands for Prince Edward Island.

Given under my hand at Charlotte Town in said Island, this 24th day of February, 1874.

HENRY WADMAN,

Assistant Commissioner.

Prince Edward Island.



Daniel Sinnott

Daniel McSorley

Chas. McSorley

30. Chains

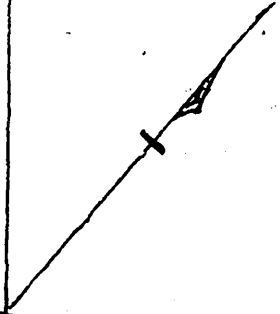
Projected Road

N. 45° W. 67.00

Indian Reserve

N. 45° W. 66 chs.

Morel River



No. 138.

We, William Benjamin Robinson and George William Allan, of the City of Toronto, in the County of York and Province of Canada, Esquires, the Attorneys of the Canada Company, incorporated under and by virtue of an Act made and passed in the sixth year of the reign of His Majesty King George the Fourth, entitled: "An Act to enable His Majesty to grant to a Company, to be incorporated by Charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada, and to invest the said Company with certain powers and privileges, and for other purposes relating thereto," being constituted and appointed such Attorneys by virtue and in pursuance of an Act passed in the ninth year of the reign of His Majesty King George the Fourth, entitled: "An Act to alter and amend an Act for enabling His Majesty to grant to a Company, to be incorporated by Charter, to be called 'The Canada Company,' certain lands in the Province of Upper Canada," do hereby, in consideration of the sum of eighty-seven pounds ten shillings, lawful money of the Province of Canada, to us, as such Attorneys as aforesaid paid, grant and release to the Honourable Joseph Howe, of the City of Ottawa, County of Gloucester and Province aforesaid, Superintendent General of Indian Affairs, and his successors in office in that capacity, in trust for the Mississagua Indians of the Township of Alnwick, County of Northumberland and Province aforesaid, all that certain parcel or tract of land situate as follows: Composing lot eleven in the first concession of the said Township of Alnwick, containing by admeasurement two hundred acres of land, be the same more or less, and all the right title and interest of the said Canada Company to and in the same and every part thereof. To have and to hold unto the said the Honourable Joseph Howe and his successors in office as aforesaid, for ever.

IN WITNESS WHEREOF, we, the said William Benjamin Robinson and George William Allan have hereunto subscribed our hands as Attorneys of the Company, and affixed our seal of office, at the City of Toronto, in the Province of Canada, this fifth day of December, in the year of Our Lord one thousand eight hundred and seventy, in duplicate.

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

ALFRED WILLSON,
HERBERT HAMILTON.

W. B. ROBINSON, [L.S.]
G. W. ALLAN. [L.S.]