

**WHO IS ON TRIAL?
TEME-AUGAMA ANISHNABAI LAND RIGHTS
AND GEORGE IRONSIDE, JUNIOR:
RE-CONSIDERING ORAL TRADITION**

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Abstract/Resume

The Teme-Augama Anishnabai have maintained from their oral tradition for almost 150 years that they never signed or participated in the Robinson Huron Treaty of 1850. The Crown has always claimed they did sign, and has produced documents showing that annuities were paid for them. New evidence clearly suggests that the Teme-Augama Anishnabai did not sign or participate in the Treaty, and the annuities may have been pocketed by an Agent of the Crown. The author discusses the implications of this for the significance of First Nations' oral traditions and land rights in general.

Sur la base de leur tradition orale, les Teme-Augama Anishnabai soutiennent depuis près de 150 ans qu'ils n'ont jamais participé au Traité Huron Robinson de 1850 ni ne l'ont signé. La Couronne a toujours prétendu qu'ils l'ont signé et a présenté des documents montrant que des indemnités compensatoires leur avaient été versés. De nouvelles preuves suggèrent clairement que les Teme-Augama Anishnabai n'ont ni participé au Traité ni ne l'ont signé, et qu'un agent de la Couronne aurait empoché les indemnités. L'auteur discute des implications de cette situation en ce qui touche les traditions orales des premières nations et les droits territoriaux en général.

In the course of my research I recently found a significant document in the federal Department of Indian Affairs records, which are located in the National Archives of Canada. This document can be found in Record Group (RG) 10, Volume 573, Microfilm Reel #C-13374, Indian Affairs, Deputy Superintendent General's Office, Letterbooks, 1852-1862, as a letter from George Ironside, Junior (Leighton, 1976:407-408; Carter-Edwards, 1987:340-341), likely sent to Richard T. Pennefather (Leighton, 1976:627-628), written at Sault Ste. Marie, Ontario, and dated February 2, 1857.¹ This document may offer some further understanding on the written history of the Teme-Augama Anishnabai.² It may also indicate why governments and the Canadian justice system have consistently failed to accept the Teme-Augama Anishnabai oral tradition as it relates to the Robinson Huron Treaty of 1850 (see *Indian Treaties and Surrenders*, 1891; McNab, 1993a; 1993b).

Teme-Augama Anishnabai land rights were denied, it will be recalled, in litigation which effectively began in 1973 with Cautions placed by the Teme-Augama Anishnabai against some 4,000 square miles of territory which they referred to as the Tribal Motherland. These Cautions limited the ability of the Government of Ontario to encourage commercial development in the Teme-Augama Anishnabai territory, and resulted in a suit by the Government of Ontario. The litigation seemingly ended with the Cautions being removed by the Government of Ontario in 1996. One of the historical riddles of the written (but not the oral) record in the court case was why the Teme-Augama Anishnabai neither signed the Robinson Treaty at Garden River near Sault Ste. Marie, nor participated in a Robinson Huron Treaty meeting at Manitowaning, on Manitoulin Island, thereafter in September, 1850.

During the litigation from 1978 to 1991 of what was popularly called the Temagami case (from the English term for the people and the area)—and officially cited as *Attorney-General for Ontario v. Bear Island Foundation et al*—it was asserted by the provincial Crown, contrary to the views of historians, that the Teme-Augama Anishnabai, even if they had not signed or been represented by Chief Tagewinini³ at the Treaty negotiations, had participated in this Treaty at Manitowaning four days after the Treaty was signed.⁴ The Teme-Augama Anishnabai have consistently asserted over the decades that they neither participated in those negotiations nor signed the Treaty documents at that time.

However, if one accepts as historical fact that the Teme-Augama Anishnabai oral tradition is accurate,⁵ that they did not sign or participate in the Treaty, what accounts for the paper record kept by the government of their seeming participation in the Treaty between 1850 and 1856? Is it government error or is it propaganda that has propagated this historical

myth of Teme-Augama Anishnabai participation in the Treaty immediately after its signing? Or, indeed, could it be a combination of both of these (see McNab, 1993b)? It is perhaps time to undertake a more critical review and re-appraisal of such events as this one using a microcosmic approach. This research note attempts to open up further the historiographical debate on this point (see further examples in McNab and Standen, 1996).

George Ironside, Junior

George Ironside, Junior, the Superintendent of Indian Affairs at Manitowaning, was the mixed-blood son of George Ironside and an Indian woman, possibly of Wyandot or Ojibwa descent, from Amherstburg. Born about the turn of the 19th century, Ironside worked as a clerk in the Indian Department from 1826 to 1845 in Amherstburg. In 1849 he replaced Thomas Gummersal Anderson as the Superintendent at Manitowaning. He was similarly involved in the Robinson Treaty negotiations in 1850 and thereafter in controlling annuity payments due under the Treaty to First Nations people until his demise in 1863 (Leighton, 1976:407-408; Carter-Edwards, 1987:340-341).

It is possible that George Ironside may have been taking the annuity payments of at least some Robinson Huron Treaty citizens who resided beyond (that is, to the north of) Lake Nipissing, including the Teme-Augama Anishnabai and the "Green Lake" people. Neither of these groups had signed the Treaty nor participated in it thereafter. A key document is the "List" or "Census" of Indians included in the Treaty and referred to by the Treaty commissioner, William Benjamin Robinson (Jarvis, 1972:622-624), his official report on the Robinson Huron Treaty of 1850 (Morris, 1880:16-21; Friesen, 1982:608-615). This document appears to be missing. George Ironside stated in 1857 that this "List" was not extant because it was incomplete. It did not include the Teme-Augama Anishnabai citizens or those from "Green Lake". Ironside himself controlled the paper record and the fact that there was no official "List" or "Census". Ironside, acting more out of self-interest, rather than just "hearty cooperation and efficient aid," continually inflated the numbers of some of the First Nations whose citizens were supposed to have received payments. It is possible indeed that he pocketed some of these payments himself. (For more on the significant Métis participation in the treaty-making process, see McNab, 1983; 1985.)

A newly uncovered document permits one explanation for the discrepancy between the oral tradition of the Teme-Augama Anishnabai and the written record from George Ironside. The Teme-Augama Anishnabai have consistently claimed that they had not attended any Treaty meeting at Manitowaning in September of 1850, yet their names appear on a list

prepared by George Ironside. Although the historical point of signing the Treaty is arguable, this document may well shed light on the apparent disagreement of the 19th century which continues today.

George Ironside's Letter of February 2, 1857

Seven years after the Robinson Huron Treaty was signed and the Treaty monies were paid out, George Ironside, still the Indian Superintendent at Manitowaning, and thus still responsible for these payments, explained in a letter from Sault Ste. Marie, what had happened at Manitowaning in September of 1850. Ironside observed on February 2, 1857, in a letter addressed to his superior, Richard T. Pennefather, the Superintendent of Indian Affairs in Toronto, that

I would beg leave to state to you that having been informed by the Chief that many of the people justly entitled to share in the annuities arising from the sale of their Lands were not included in the List taken of the Indians at the time of the [Robinson Huron] Treaty in 1850⁶ and that great complaints were being made by the parties so left out. I in consequence, communicated the circumstances to Colonel Bruce (see Morton, 1976:89-93) and his reply was that the List could not then, be altered but that after the fourth years' payment a new one might be made out when the matter complained of could be remedied. This recommendation should have been carried into effect in 1856, but notwithstanding ample notice of it had been given to the Indians (for I had spoken to them frequently on this subject) we failed in completing this census, only however, in so far as two of the Bands are concerned the Chiefs of which not having attended with the rest to give in the names of those of their respective Bands to be added to the new List.

It was in order to guard against anything like fraud on the part of the representatives of the different bands in giving in the names, that I deemed it advisable for all the Chiefs interested in the Annuity to be present as checks on each other on the renewal of the List.

The meeting of the Chiefs took place at Manitowaning shortly after the issuing of Presents [in September, 1850],⁷ and it was then agreed upon that a reasonable time should be allowed for the absent parties [the Teme-Augama Anishnabai and the "Green Lake" citizens] who reside about and beyond Lake Nipissing to come and supply the information required of them with a view to the completing of the List.

And having therefore sent to the two Chiefs before mentioned to repair to Manitowaning as soon as possible, I waited for them until the actual time for parties from that part of the Country coming in for the purposes of Trade-As however; they did not make their appearance at the time expected it was considered advisable to wait no longer for them and I then proceeded at once, to make up the List preparatory to giving out the money— Entering the two unrepresented Bands without adding to their numbers.

I should mention here that the Chiefs of the Sault & Garden River Indians did not attend the meeting,⁸ as, in the month of June last [1856], I took their numbers, having come up there for that express purpose.

I thought it right to make the foregoing Statement that you may know the principal cause of the delay in reference to the payments to the Indians of the money brought up by Mr. Turner.

Six Bands of the Lake Huron Indians have recd [received] their money and I am now paying [annuities] the Indians in this quarter.⁹

This is a strange letter. On its surface, it appears to be, in good bureaucratic practice, only on one subject. A closer examination reveals that the letter reflects its Aboriginal author and his keen memory of what had happened in 1850. It mirrors the oral tradition of the Teme-Augama Anishnabai.

The letter concerns two events. The first is the Robinson Treaties of 1850, taken at Sault Ste. Marie, and the events immediately thereafter at Manitowaning. The second is the difficulties and the grievances of the First Nations in the mid-1850s on the payment of the annuities under the Treaty. The Treaty of 1850 links the two events. But, perhaps to salve his guilty conscience, or perhaps in part because the past was catching up to him, Ironside tells a story within a story. It is a form of Aboriginal story-telling, fulfilling a "Circle of Time" (McNab, in press). If special attention is paid to paragraphing, the apparent muddle of this letter with its two separate stories, becomes clearer. Firstly, Ironside tells the story of the Treaty:

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Ironside, then, at the time of the letter (1857), was trying to address the issues for which he was at least partly responsible seven years previously:

... but notwithstanding ample notice of it had been given to the Indians (for I had spoken to them frequently on this subject) we failed in completing this census, only however, in so far as two of the Bands are concerned the Chiefs of which not having attended with the rest to give in the names of those of their respective Bands to be added to the new List.

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Six Bands of the Lake Huron Indians have recd [received] their money and I am now paying [annuities] the Indians in this quarter.¹⁰

This letter can be interpreted in a number of ways. My interpretation, of course, is arguable.

Jim Morrison has remarked on the identity of the people who were missed by the Robinson Huron Treaty of 1850, the "Absentees":

With respect to the bands on Lake Huron, Messrs Vidal and Anderson had reported the existence in 1849 of an inland group "about Green Lake". Like the Long Lake band north of Lake Superior, their territories appear to have straddled the height of land.¹¹ Representatives of this band, however, did not participate in this treaty—nor is there evidence that they were invited. The absentees also included the *Teme-augama Anishnabai*, or Temagami band, from north of Lake Nipissing. Almost fifty years later, Chief Dokis—one of the treaty signatories—explained to Ontario government representatives that Temagami chief *Nebenegwune* did not go to Sault Ste Marie because he hadn't been invited.¹² This would be consistent with a late decision by Dokis and other French River and Lake Nipissing chiefs to attend the treaty themselves.¹³

This interpretation of the evidence is also consistent with the fact that there is no evidence, orally or in writing, that the Teme-Augama Anishnabai ever stated that they would participate in the negotiations, much less become signatories to this Treaty.

However, even though the Teme-Augama Anishnabai were not present to receive their payments at Manitowaning in September 1850, Ironside added them to his lists of those who received payments. Ironside and Robinson may have been papering over and tidying up after the Treaty was made even though the Teme-Augama Anishnabai and others had not been present at the time. This interpretation is entirely consistent; it also complements the Teme-Augama Anishnabai oral tradition of the Robinson Huron Treaty of 1850.¹⁴

The Aftermath

This story has a tragic ending for George Ironside. In the next five years, the pattern of corruption in the Indian Department continued unabated. Ironside continued with his deception by not submitting the required forms to show that he had paid the First Nations people their annuities. In 1859 Pennefather found out that he had not submitted the proper vouchers for

the annuity payments for 1858 and 1859 and had not accounted for payments in cash of large sums for the First Nations on Lake Huron.¹⁵

In 1862, Ironside came under fire for his role in the negotiation, with William McDougall and William Spragge, of the Manitoulin Island Treaty of 1862. Thereafter, Ironside became a focal point, among others, for increased First Nations' resistance on Manitoulin Island on annuities, land and fisheries issues. Douglas Leighton has observed that these incidents affected his health and "in the midst of the excitement surrounding the [Gibbard] incident [of 1863] he died suddenly on 14 July 1863, probably of a heart attack" (Leighton, 1976:407-408). He also appears to have been addicted to whisky and gambling.¹⁶ In any event, at the very least, Ironside was not well liked by the First Nations people on the north shore of Georgian Bay by the early 1860s, if not before (McNab and Standen, 1996:24n12; Leighton, 1977). Perhaps, as Ironside was himself Aboriginal, they knew what he was doing.

"Temagami To Stand As It Is"

If my interpretation of Ironside's February 2, 1857 letter is correct, then George Ironside, Junior, may have been, at least in part, and indirectly, responsible for almost one hundred and fifty years of racism and persecution of the Teme-Augama Anishnabai by government officials and the Canadian justice system.

Sixty-three years after the negotiation of the Robinson Huron Treaty of 1850, on December 9, 1913, representatives of the federal and provincial governments, two Deputy Ministers, met in Ottawa. Their intention was to "resolve all outstanding matters" on Aboriginal issues between the two governments. Temagami, as always, was on their list. So were the Treaty #3 Reserves, among others. The Ontario Deputy Minister of Lands, Forests and Mines was Aubrey White, who was the person who had refused to grant the Teme-Augama Anishnabai a Reserve more than twenty five years before, in the 1880s.

The federal government representative was the Deputy Superintendent General of Indian Affairs, Duncan Campbell Scott,¹⁷ who had just been promoted earlier that year by a new government in Ottawa. A well-known poet and writer, by 1913 Scott had already been a career bureaucrat for thirty-five years. To say the very least, he had a rather chequered history on Aboriginal issues (Titley, 1986; Draglund, 1994). He was dangerous, always ready to implement "Canada's Mission". Scott agreed at that meeting with White's suggestion to leave "Temagami to stand as it is". In spite of the meeting's purpose, and the actions taken on the other issues,

nothing was done concerning Temagami or the Teme-Augama Anishnabai. These matters have remained in the 20th century.

Who Is On Trial?

Sometimes the Aboriginal oral traditions and the written record complement one another. This may well be one example. Yet, at the same, while some commentators are critical of Aboriginal oral traditions, it is nevertheless important to critically re-examine the written record in light of, among other things, these same oral traditions.

This research note is intended to generate an historical debate on an important subject. The first step in understanding is knowledge, an open mind and a willingness to listen to Aboriginal oral traditions and critically re-examine the written record. But, in the end, we are still left with a critical question: who is on trial?

Epilogue

On December 11, 1997, thirteen years to the day after Mr. Justice Steele brought down his Ontario Supreme Court decision on *Attorney-General for Ontario v. Bear Island Foundation et al*, the Supreme Court of Canada dramatically rendered its judgement in the case of *Delgamuukw v. The Queen*, better known as the Gitksan-Wet'suwet'en land claim case. The Supreme Court ordered a new trial based upon the palpable errors of the trial judge, Chief Justice Alan McEachem of British Columbia. Prominent among these was the latter's discounting, in its entirety, of the comprehensive oral history and traditions of the Gitksan and Wet'suwet'en peoples.

This case, like the Teme-Augama Anishnabai case *Attorney-General for Ontario v. Bear Island Foundation et al*, rests largely on Aboriginal oral history and traditions. Relying in part on findings in the *Report of the Royal Commission on Aboriginal Peoples* (1996), the Supreme Court of Canada ruled in *Delgamuukw* that oral traditions are "not simply a detached recounting of factual events but, rather, are 'facts enmeshed in the stories of a lifetime.'" Moreover, they are "rooted in particular locations, making reference to particular families and communities." As a result, Aboriginal oral history is in fact "many histories, each characterized by how a people see themselves, how they define their identity in relation to their environment, and how they express their uniqueness as a people."

The Supreme Court stated that the "laws of evidence" in the Canadian justice system must accommodate Aboriginal oral history and traditions such that it be placed on an equal footing with the types of history that courts are

familiar with, which largely consists of historical documents. This is a long-standing practice in the interpretation of treaties between the Crown and Aboriginal peoples.

Not to recognize this history is to deny Aboriginal people and their land rights, and to make a palpable error of judgement. This error was made both in the original trial of *Delgamuukw* and also by Mr. Justice Donald Steele, the trial judge in the case of *Attorney-General for Ontario v. Bear Island Foundation et al* in 1984.

If one accepts the oral history and traditions of the Teme-Augama Anishnabai that they never participated in any Treaty at any time—the historical evidence now points strongly in this direction—then it is likely that the Supreme Court of Canada would have found in favour of the Teme-Augama Anishnabai had the final appeal of their case been heard in 1998 rather than in 1991. Coupled with the fiduciary obligations of the Crown, the issue of whether or not the Teme-Augama Anishnabai ever entered into a “passive adhesion” to the Robinson Huron Treaty of 1850 would have been rendered a moot point.

In retrospect, the Teme-Augama Anishnabai people were too far ahead of the Canadian justice system. Mr. Justice Steele discounted their oral history and traditions as did Mr. Justice McEachern (as he then was) in trying *Delgamuukw*. Where is the fairness and justice in all of this? Who is indeed on trial? If “we are all here to stay”, then it is absolutely necessary for the courts to order a new trial for the Teme-Augama Anishnabai on the issues of their Aboriginal title and land rights. Echoing the Covenant Chain, we are joined together.

Notes

1. Sometimes this source is cited as the Northern Manitowaning Agency, George Ironside Letterbooks. I had not seen this document before April 16, 1996. I did not do any research concerning the Teme-Augama Anishnabai and the Robinson Huron Treaty until I began research for a forthcoming book (McNab, 1998). I came across the document, a microfilm copy, while working in the Archives of Ontario. I wish to thank Chief Alfred Bisailon and the Council of the Thessalon First Nation for allowing to work on their history. I am also grateful both to Professor Douglas Leighton for sharing with me his views on George Ironside, Junior, and to Professor Bruce Hodgins who kindly reviewed this research note and shared his unrivalled knowledge of the history of the Temagami region and the Teme-Augama Anishnabai people with me.
2. The Teme-Augama Anishnabai include the citizens of the Temagami First Nation as well as “non-status” Aboriginal people who are affiliated

with the First Nation. The historian Jim Morrison has also seen this document. He used it in his report on the Robinson Treaties of 1850 to the Royal Commission on Aboriginal Peoples. Morrison, however, focused his attention on the context of the annuity payments issue of 1856-1857.

3. Chief Tagewinini resided in 1850 at Manitowaning on Manitoulin Island. A spokesperson in the Treaty negotiations, he is referred to in the Robinson Huron Treaty document as the Chief of a "Band" at Lake Wanapitei. The provincial Crown, incorrectly I believe, tried during the litigation to link him with the Teme-Augama Anishnabai as representing them in the Treaty.
4. The purpose of this Research Note is not to argue about the alleged Teme-Augama Anishnabai "passive adhesion" to the Robinson Huron Treaty of 1850 from the late 1870s to 1979. This was the reason put forward by the Supreme Court of Canada in 1991, incorrectly I believe, to attempt to extinguish Teme-Augama Anishnabai land rights. However if the 19th century historical view that the Teme-Augama Anishnabai participated in the Robinson Huron Treaty of 1850 is incorrect, this may well have had a significant bearing on federal and provincial government assumptions and actions over the past 147 years of non-negotiations with the Teme-Augama Anishnabai over their land rights. Hodgins and Benidickson in *The Temagami Experience* (1989) have written the best historical study of Temagami, the Teme-Augama Anishnabai and their land.
5. The author of this paper has never doubted this fact, even though he was an expert witness for the Crown.
6. It should be noted that it was the original intention of the government to take only one Treaty for the Aboriginal people of both Lake Huron and Lake Superior. Aboriginal resistance led to two separate Treaties, Robinson Superior of September 7, 1850, and Robinson Huron signed two days later at Garden River near Sault Ste. Marie.
7. Admittedly Ironside's letter is not unambiguous regarding the events to which he refers. It is clear that he is not talking about a meeting in 1856 here, for he stated that this should have happened, but had not occurred. The words beginning the paragraph "[t]he meeting of the Chiefs took place at Manitowaning shortly after the issuing of presents" cannot then refer to either 1856 or 1857, for no presents were issued in 1856, and the date of the letter—February 2, 1857—is well before the time presents were normally given out, that is in August of each year. The meeting Ironside is referring to here can thus be the time period when the presents were still issued, i.e., sometime between 1850 and 1855. It should also be noted that the issuing of presents

ceased in 1855. This probably dates the events described by Ironside to between 1850 and 1855, and not likely to any later date. See RG 10, Volume 268, "Memo. Wants & Complaints of Bands visited by Commissioners in Augt. 1857.", pps. 164295-164301. This document indicates that in August, 1857 there were already complaints by Aboriginal people against the Crown for not having received their presents in 1856.

8. Here it appears that Ironside is referring to another meeting held in August of 1856 at Manitowaning at which Aboriginal people complain that they have not received their presents but at which they were given their annuity monies in cash, not in kind.
9. RG 10, Volume 573, Microfilm Reel # C13374, Indian Affairs, Deputy Superintendent General's Office Letterbooks, 1852-1862, George Ironside to Richard Pennefather(?), Letterbook, Sault Ste. Marie, February 2, 1857, pp. 154-156.
10. *Ibid.*
11. Vidal-Anderson Report, Appendix B.
12. Ontario Ministry of Natural Resources, Lands Administration File #186217, "Temagami Indian Reserve #18, Volume 1", D.F. Macdonald to Aubrey White, 18 September, 1894.
13. James Morrison, "The Robinson Treaties, paper prepared for the Royal Commission on Aboriginal Peoples, 85-90. I am quoting here from the Fall, 1994 draft of this paper. The published version is dated 1996. Morrison's note is to Canada, JLA 1851, Appendix II, Voucher No. 11.
14. James Morrison, focusing on the meeting at Manitowaning in 1856, has interpreted this letter of February 2, 1857 as follows (emphasis added):

A. The tie between presents and annuities was even more explicit than it might at first appear. As part of the strategy of keeping the Lake Huron bands away from the *petty traders*—who were accused of using alcohol as a trading device—the Indian Department decided to distribute the annuities in the form of goods purchased at wholesale prices in Toronto, rather than in cash. The goods were brought up at the same time as those earmarked as presents. The various Bands, however, continually protested against this method of distribution—apparently because they did not accept the government's valuation of the goods delivered to them. Superintendent Ironside attributed the dissatisfaction to the "bad counsel" of the traders themselves—such as the Lamorandieres from Killarney—"to

which the Indians are, unfortunately, too prone to listen". In April of 1855, the Governor-General agreed that the parties to the Lake Huron Treaty could "receive their Annuity in Money for the future to which the sale of their lands had entitled them"....

Despite the change in method of payment, some chiefs continued to object to the place of payment—indicating that they had a different understanding about what had been promised at the treaty. In June of 1864, the signatory Chief Michel Dokis complained to the Indian Superintendent at Manitowaning that his band was owed arrears of annuities for three years and that it was inconvenient for them to come to Manitoulin Island for their payment. "At the treaty at the Sault in 1850", he said, "we were promised that our money would be sent to us at the places where we were living". Dokis stated that he had been to see W.B. Robinson in the fall of 1862, and that the treaty commissioner had promised him that, at the very least, his money would be sent in future to Penetanguishene, where the French River bands frequently traded. ...

Some chiefs and their bands were more fortunate than others. Thus, beginning in 1856, Superintendent George Ironside travelled to Sault Ste Marie to pay the bands living between Thessalon and Batchewana Bay their annuity money.

In his original report of the treaty to Colonel Bruce, W.B. Robinson claimed that his population figures for Lake Superior were accurate, but that the census for Lake Huron "is not so perfect". Indian Department officials were quickly made aware of this fact. Beginning in 1851, Superintendent Ironside had been continually notified by the Lake Huron chiefs that "many of the people justly entitled to share in the annuities arising from the sale of their Lands were not included at the time of the Treaty in 1850 and that great complaints were being made by the parties so left out". Colonel Bruce advised Ironside that it would not be appropriate to alter the lists at that time but that, after the fourth year's payment, a new census of each band could be drawn up.

Ironside did so in the summer of 1856—preparing a new and accurate census of all but two of the bands from near Lake Nipissing, who failed to arrive at the meeting in Manitowaning [here it appears that Morrison has interpreted the date of this meeting at Manitowaning as August of 1856] on time. The superintendent claimed that he had all of the chiefs "interested

in the annuity" present as checks on each other in the renewal of the list "in order to guard against anything like fraud of the part of the representatives of the different bands".

These new lists were in effect the first real paylists for the Robinson-Huron Treaty—no separate individual records having been kept of the 1851-55 goods distribution. Comparing the new numbers with those shown on Robinson's vouchers for the initial cash payment in 1850, it is apparent that the true strength of some—though not all—of the bands had been seriously underrepresented at the time of the treaty. For example, the 1856 lists for the Mississagi and Serpent River Bands showed 71 and 114 people, respectively—or a total of 185—which was considerably more than the joint population of 109 registered on Robinson's 1850 Vouchers. During the same period, the numbers in the Thessalon Band rose from 65 to 121 persons. And the Whitefish Lake Band list increased from 62 persons in 1850 to 92 in 1856.

The new names can be grouped in several categories. The first consisted of band members who had simply been omitted in 1850. Another group, however, was made up of people who were in effect claimants—rather than inhabitants—of the territory covered by treaty. For example, shortly before the 1851 annuities were given out, Superintendent Ironside received a petition from three individuals named Abence, Charlo Toulouse and Eshkakogan, who were then living at Mitchikiwatinong (West Bay) and Wikwemikong on Manitoulin Island. They said that their ancestors were the aboriginal inhabitants of the Spanish River region—though they themselves had been brought up on Drummond Island—and that therefore they, not the Chiefs Namassin and Naoquagabo, should have represented the Spanish River Ojibways at the Treaty. On behalf of their compatriots, the three petitioners demanded, at the very least, a share in the treaty annuities. It was largely on account of such claimants that the population of the Spanish River band had risen to 337—an increase of 200—by 1856. Similarly, the population of the *Tagawinini* Band (No.11) had increased by 176 on the 1856 payroll. Most of the added members—like Chief Maisquaso, who actually signed the Lake Huron Treaty—had formerly lived in American territory on Drummond Island, though they had since removed to Manitoulin Island.

15. RG 10, Volume 519, Microfilm Reel #C-13347, Indian Affairs, Deputy Superintendent General's Office Letterbooks, 1852-1862, p. 245, Letter, Pennefather to the Provincial Secretary, Indian Department,

Toronto, May 31, 1859. On May 31, 1859 R.T. Pennefather wrote to the Provincial Secretary in Toronto about his forthcoming trip to Sault Ste. Marie and Bruce Mines. He requested that

a warrant may issue as usual for the payment of the customary annuity to the Indians of Lake Huron and Superior as settled by the Treaty of 1850.

As it is my intention to leave town on Friday next and take with me the amount payable to the Lake Huron Indians, I have to request that the amount may be issued in my favor [favour] not later than tomorrow.

Pennefather was going to pay the annuities in cash and then at the same time get surrenders from the Batchewana, the Garden River and the Thessalon First Nations.

But when Pennefather arrived in Sault Ste. Marie on June 9, 1859, the problems quickly became apparent. As noted earlier, George Ironside did not have the accurate documentation on the annuity paylists. He wrote the following caustic letter to Ironside:

I beg to draw your attention to the fact that no vouchers or Pay Lists have been received at the Indian Office at Toronto for the annuity of the Lake Huron Indians for the year 1858, \$3349.70-nor for the sum of L574.11.6 which was directed to be paid to the same Indians as part of the balance of their annuity of the year 1857 by you in conjunction with Thos. Worthington Esq.

As these necessary documents are now long over due I request your early attention to them with a view of furnishing them with the least possible delay.

RG 10, Volume 519, Microfilm Reel #C-13347, Indian Affairs, Deputy Superintendent General's Office Letterbooks, 1852-1862, p.252, Letter, Pennefather to George Ironside, Indian Department, Sault Ste. Marie, June 9, 1858.

16. There is some evidence that the views held of George Ironside by Aboriginal people considered Ironside in an ill-light, as noted in their complaints made about him, especially by the Garden River First Nation and the Wikwemikong First Nation in 1861. See for example RG 10, Indian Affairs Records, Volume 573, Microfilm Reel #C-13374, Indian Affairs, Deputy Superintendent General's Office Letterbook, 1852-1862, pps. 283-284, Letter, Ironside to Pennefather, Manitowaning, March 23, 1861; pps. 287-310, Letter, Ironside to Pennefather, Manitowaning, May 23, 1861.

17. On Scott's background see my " 'A Lurid Dash of Colour': Powassan's Drum and Canada's Mission: the Reverend William and Duncan Campbell Scott", completed and submitted to *The Canadian Journal of Native Studies*, February 1998. There is an obvious linkage here between Scott, who may have been an "Indian" and Ironside who clearly was an Aboriginal person, as Métis.

References

- Carter-Edwards, Dennis George Ironside (Senior)
1987 *Dictionary of Canadian Biography* VI:340-341.
- Draglund, Stan
1994 *Floating Voice: Duncan Campbell Scott and the Literature of Treaty 9*. Toronto: Anansi.
- Friesen, Jean Alexander Morris
1982 *Dictionary of Canadian Biography* XI:608-615.
- Hodgins, Bruce W. and Jamie Benidickson
1989 *The Temagami Experience: Recreation, Resources, and Aboriginal Rights in the Northern Ontario Wilderness*. Toronto: University of Toronto Press.
- Jarvis, Julia William Benjamin Robinson
1972 *Dictionary of Canadian Biography* X:622-624.
- Leighton, Douglas
1977 The Manitoulin Island Incident of 1863: An Indian-White Confrontation in the Province of Canada. *Ontario History* 69(2):113-124.
- Leighton, Douglas George Ironside [Junior, c. 1800-1863]
1976 *Dictionary of Canadian Biography* IX:407-408.
- McNab, David T.
1999 *Circles of Time: Aboriginal Land Rights and Resistance in Ontario*. Waterloo: Wilfrid Laurier University Press.
1998 'A Lurid Dash of Colour': Powassan's Drum and Canada's Mission: The Reverend William and Duncan Campbell Scott. ms.
1993a A Few Thoughts on Understanding Propaganda after Oka. *Social Sciences and Humanities Aboriginal Research Exchange* 1(1)18-21.
1993b Treaties and an Official Use of History. *The Canadian Journal of Native Studies* 13(1):139-143.

- 1985 Métis Participation in the Treaty-Making Process in Ontario: A Reconnaissance. *Native Studies Review* 1(2):57-79.
- 1983 Hearty Co-operation and Efficient Aid, The Métis and Treaty #3. *The Canadian Journal of Native Studies* 3(1):131-149.
- McNab, David T. and S. Dale Standen (Editors)
- 1996 *Gin Das Winan: Documenting Aboriginal History in Ontario*. Occasional Paper of the Champlain Society, Number 2. Toronto: The Champlain Society.
- 1891 *Indian Treaties and Surrenders*. Volume 1. Ottawa: Queen's Printer.
- Morris, Alexander
- 1880 *The Treaties of Canada with the Indians of Manitoba and the Northwest Territories*. Toronto: Belfords, Clarke.
- Morrison, James
- 1996 The Robinson Treaties of 1850. Ottawa, Ontario: The Royal Commission on Aboriginal Peoples.
- Morton, W.L. James Bruce
- 1976 *Dictionary of Canadian Biography* IX:89-93.
- Titley, E. Brian
- 1986 *A Narrow Vision: Duncan Campbell Scott and the Administration of Indian Affairs in Canada*. Vancouver: University of British Columbia Press.

