

Court File No. CV-24-00000091-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WABASEEMOONG INDEPENDENT NATIONS, on behalf of all TREATY 3 FIRST NATIONS
and

CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the
WABASEEMOONG INDEPENDENT NATIONS and all members of Treaty 3 First Nations

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the ATTORNEY GENERAL OF CANADA

Defendant

(Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c. 6)

SUPPLEMENTAL MOTION RECORD OF THE PLAINTIFF
Motion for Certification

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1.	AFFIDAVIT OF SHELDON KRASOWSKI SWORN OCTOBER 23, 2025
A.	Exhibit “A” – Expert Report, dated October 16, 2025

Court File No. CV-24-00000091-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WABASEEMOONG INDEPENDENT NATIONS, on behalf of all TREATY 3 FIRST NATIONS
and
CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the WABASEEMOONG
INDEPENDENT NATIONS and all members of TREATY 3 FIRST NATIONS

Plaintiff

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF SHELDON KRASOWSKI

Sworn on October 23rd 2025

(in support of the Application for Certification brought pursuant to *Class Proceedings Act*, 1992,
S.O. 1992, c. 6)

Court File No. CV-24-00000091-00CP

I, **SHELDON KRASOWSKI**, of the City of Saskatoon, in the Province of Saskatchewan,
do solemnly AFFIRM THAT:

1. I am the Director of Research at the Office of the Treaty Commission and adjunct faculty in the Department of Indigenous Studies at the University of Saskatchewan. I was retained by Maurice Law Barristers and Solicitors to provide expert evidence in this matter.
2. I prepared a report dated October 16, 2025, a copy of which is attached to this affidavit and marked as Exhibit "A". My curriculum vitae as well as the Statement of Expertise in Form 5-39 are enclosed with my report.

Affirmed remotely by **Sheldon Krasowski** stated as being located in the City of Saskatoon in the Province of Saskatchewan, before me at the City of Calgary in the Province of Alberta on 23rd day of October 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



Kelley V. Humber
A Commissioner of Oaths in the Province of Alberta (LSA: #26777) and Ontario (LSO #89406W)



Sheldon Krasowski

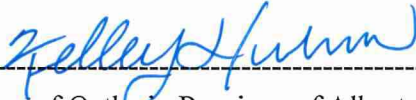
Kelley V. Humber
Commissioner for Oaths in
and for the Province of
Alberta
LSA #26777

This is Exhibit "A" referred to in the Affidavit of

SHELDON KRASOWSKI

Affirmed before me on this 23rd day

of October 2025



Commissioner of Oaths in Province of Alberta (LSA: #26777)

and Ontario (LSO #89406W)

Kelley V. Humber
Commissioner for Oaths in
and for the Province of
Alberta
LSA: #26777

Report on Treaty 3 Agricultural Benefits and Annuities

Sheldon Krasowski, PhD

October 16, 2025

A. Introduction and Qualifications

1. I have conducted treaty research including oral history and archival research for over twenty-five years. This includes the first article I published on treaty history in 2000¹ and the publication of *No Surrender: The Land Remains Indigenous* in 2019.² I have taught at post-secondary institutions in both History and Indigenous Studies since 1997.
2. I received a PhD in history from the University of Regina in 2011 for the dissertation "*Mediating the Numbered Treaties: Eyewitness Accounts of the Numbered Treaties Between the Crown and Indigenous Peoples, 1871-1876.*" My three areas of expertise are:
 - a. The history of the Western Canadian Numbered Treaties
 - b. Indigenous oral history methodologies
 - c. Relations between Indigenous Peoples and newcomers
3. I have extensive experience researching oral histories of treaties, primary archival sources, published primary sources and secondary sources. I have refereed articles and reviewed expert witness reports for First Nations.
4. I have received grants from the Social Sciences and Humanities Research Council; Library and Archives Canada; the Council for Library and Information Systems; and Heritage Canada. I received the Queen Elizabeth II Platinum Jubilee Medal in 2023. I am currently the Director of Research for the Office of the Treaty Commissioner of Saskatchewan and hold an adjunct faculty position with the department of Indigenous Studies at the University of Saskatchewan.
5. Attached to this report is Form 53 from the *Courts of Justice Act* where I acknowledge my overriding duty to the Court. I have read and have abided by Rule 4.1.01 of the Ontario *Rules of Civil Procedure* which provides:

¹ Krasowski, Sheldon, "Images of Treaty Negotiations, Annuity Payments and Treaty Days - Treaties 1 to 10" in *Native Studies Review*, vol. 13, no. 1, 2000.

² Krasowski, Sheldon. *No Surrender: The Land Remains Indigenous* Foreward by Winona Wheeler (Regina: University of Regina Press, 2019).

Duty of Expert

4.1.01 (1) It is the duty of every expert engaged by or on behalf of a party to provide evidence in relation to a proceeding under these rules,

(a) to provide opinion evidence that is fair, objective and non-partisan;

(b) to provide opinion evidence that is related only to matters that are within the expert's area of expertise; and

(c) to provide such additional assistance as the court may reasonably require to determine a matter in issue.

Duty Prevails

(2) The duty in subrule (1) prevails over any obligation owed by the expert to the party by whom or on whose behalf he or she is engaged.

6. I acknowledge my overriding duty to the Court to be independent and to assist the Court, and my report has been prepared in conformity with Rule 4.1.01 of the *Rules of Civil Procedure*. If I am called on to give oral or written testimony, I will give such testimony in conformity with that duty

B. Scope of Opinion

7. I have been retained by Class Counsel to provide expert evidence with respect to the historical record pertaining to Treaty 3 and the promises to pay annuities, to provide agricultural benefits and to expend an annual sum on ammunition and twine. Specifically, I have been asked to answer the following questions:
- a. What does the historical record say about the Treaty 3 negotiations generally?
 - b. What does the historical record say about the nature and implementation of the Crown's promise to provide seed, implements, agricultural instruction or any other economic assistance in agriculture, stock raising, or other work to Treaty Three signatories and adherents, in particular with respect to Wabaseemoong Independent Nations?

- c. What does the historical record say about the parties' understanding of the promise to pay five dollars (\$5) annually "to each Indian person" (the "Annuity Payment") and in particular, whether the parties intended for the Annuity Payment to increase over time?
- d. What does the historical record say about the parties' understanding of the promise to expend \$1,500 on Ammunition and Twine annually ("the Ammunition and Twine Payment") and in particular, whether the parties intended for the Ammunition and Twine Payment to increase over time?

C. Opinion

What does the historical record say about the Treaty 3 negotiations generally?

- 8. In contrast to early Department of Indian Affairs bureaucrats who believed that First Nations in Treaty 3 would never take up farming, the treaty agriculture clause was an important consideration leading to the successful negotiations in 1873. This is especially true of the Anishinaabe of Wabaseemoong Independent Nations³, originally known as the Islington Band. Their Chief, David Land, requested seeds and farming tools for the Spring of 1874. However, poor government administration, disinterest, incompetence, racism and fraud led to a systemic failure that prevented the implementation of the agriculture clause in Treaty 3.

Treaty 3 Negotiations 1869-1873

- 9. The Commissioners for the 1873 Treaty 3 negotiations included Alexander Morris, Simon James Dawson, and Indian Commissioner Joseph Albert Norbert Provencher. James McKay acted as interpreter along with Nicolas Chastelain and George McPherson.
- 10. The impetus for negotiating a treaty with the Anishinaabe was the right-of-way for Canadian soldiers in 1870. Dawson successfully negotiated the right-of-way in

³ Library & Archives Canada (LAC), RG10, vol. 9351, Treaty Annuity Paylists. Wabaseemoong Independent Nations includes the communities of One Man Lake; Swan Lake and Whitedog. The 1876 Treaty 3 payroll for the Islington Band shows the Chief as David Land (Naweekeejick); the Councillor as Pahtahinwaiking (Queesheeway); the soldier as Maiawass (Mitchell Land); and the messenger is listed as Quaquaapeetung (Joseph). David Land was paid \$25 as chief, and his councillors were paid \$15.

exchange for an annuity payment of \$3 per person. After the successful negotiation of Treaties 1 and 2 with the Cree and Saulteaux, Canada sought a similar agreement with the Anishinaabe. Commercial interests, especially mining and forestry, had become important, and the railway line was planned to unite British Columbia with the rest of Canada.

11. The political climate facing the Treaty Commissioners at the North- West Angle in 1873 was tense. The Commissioners had underestimated the importance of the right-of-way agreement of 1870. At the end of negotiations in 1871, the Commissioners paid three dollars per person to extinguish all prior claims, but in 1872 it was the right-of way and claim for safe passage that again hindered the treaty negotiations.
12. The Treaty Commissioners explained their reasons for the failure of the Treaty Three negotiations in 1872: “The Indians have advanced the most extravagant demands for roads made on their lands and wood taken for steamers and buildings.” After sixteen days of negotiations, the commissioners could not get past the claim for the right-of-way. Despite assurances that all previous claims had been dealt with the previous year, the Chiefs still argued that a debt was owed to them for the right-of-way, and they refused to hear the Government’s proposed terms until it was paid.⁴
13. The same report hinted that the Anishinaabe Chiefs were “by no means a unit in their opinions” and noted that some groups favoured treaty, whereas others had grown impatient with the negotiations. One evening in the late stages of the discussions, a council was held in the Fort Frances dining hall with the Chief from Rainy Lake (Keejikooka) in favour of accepting the Commissioners’ terms. A group of young Anishinaabe men interrupted the council and threatened the Chief. The men were “impudent, noisy, and generally objectionable.” One young man followed Commissioner Simpson along a platform and mocked him while another interrupted the Commissioners’ table and helped himself to a glass of ice water. This break from the young men’s usual “quiet and polite nature” signalled the end of negotiations.⁵

⁴ Archives of Ontario (OA), A.E. Irving Fonds, 30/36/6 (2), E.B. Borron, “Report on Indian Claims Arising Out of the North-West Angle Treaty No. 3,” 25.

⁵ LAC, RG10, vol. 1869, file 582, “Confirmation on Remarks on Indian Affairs,” August 29, 1872.

14. The right-of-way through Anishinaabe territory was the main motivation for negotiating a treaty with the Anishinaabe, but after the negotiations of 1872 it was clear that the Government would no longer pay a \$3 annuity for use of the road. Canada paid a \$3 annuity in Treaties 1 and 2 for a more formal treaty that included settlement and hoped for a similar agreement with the Anishinaabe Chiefs. When Dawson and Simpson negotiated the right-of-way for the Canadian military in 1870, they faced pressure to guarantee the safety of the troops travelling to Red River. As early as 1868, Dawson was aware that the Anishinaabe resisted settlement in their territory to protect their fisheries.⁶ By 1872, forestry and mining north of Lake Superior had become important to the Canadian government, and there was increased pressure to negotiate a more formal treaty.
15. The Anishinaabe Chiefs acknowledged that there were economic benefits to an alliance with Euro-Canadians. In the 1870s, men from Rainy River and Lake of the Woods were employed on the steamers and with Dawson's Department of Public Works on construction of the road. Although the Anishinaabe feared settlement in their Traditional Territory that would interfere with their hunting grounds, fisheries, and wild rice fields, the Chiefs also feared a decline in relations with the Canadian government that could occur without a treaty.⁷
16. At the 1873 Treaty 3 negotiations, the Chiefs initially brought up the issue of the right-of-way treaty and claimed that, if the promises made to them were not fulfilled then, "they would not consider the broader question of the treaty." Dawson addressed the issue and reminded the Chiefs that he had been present during the initial discussion of the right-of-way for the Canadian military. He thanked them for their loyalty to the "Great Mother the Queen" but explained that, since the proposals offered in 1871 and 1872 were refused by the Chiefs, the agreement was "broken off."⁸
17. The Chiefs demanded that the right-of-way grievances be treated separately, but Morris refused. He insisted that all matters be settled as one, and he refused to discuss the terms that he was prepared to offer unless the Chiefs agreed. In response, the Chiefs decided to hold a council, and according to Dawson's notes on

⁶ LAC, RG10, vol. 1868, file 577, W.M. Simpson, S.J. Dawson, and R.J.N. Pither to J. Howe, July 17, 1872.

⁷ Sheldon Krasowski, *No Surrender: The Land Remains Indigenous* (Regina: University of Regina Press, 2018), 100.

⁸ LAC, MG29, C67, vol. 1, R4465-0-2-E, "Dawson, Simon James, North-West Angle Indian Treaty, 1873."

the proceedings Posh-king-on (their spokesman) said that “we would like to hear first what is the offer you have to make us. After he [Morris] has made his offer we will present our demands.” By agreeing to hear his offer, the Chiefs reluctantly set aside the right-of-way grievances.⁹

18. During the 1873 Treaty 3 negotiations, Islington Band Chief David Land was represented by Chief Sahkatcheway who spoke on behalf of both the English River and Lac Seul Peoples. He represented a large group of Anishinaabe leadership who were willing to accept a treaty with the Crown. On October 1, 1873, just 2 days before the conclusion of Treaty 3, Chief Sahkatcheway broke ranks with the other Chiefs and met with Treaty Commissioner Alexander Morris. According to the “Statement of the Chief of the Lac Seul Band,” Chief Sahkatcheway:

Is prepared on the part of himself and the people he represents to enter into a Treaty with the Government on the terms that may be proposed. His Band he says have little farms on English River about a day’s journey below the outlet of Lac Seul, and they are particularly anxious to get things necessary for these farms. Also oats, turnips, barley and different kinds of seed sown by the White Man. They already have Indian corn which grows very well and the Chief himself will have this year two hundred barrels of potatoes ...¹⁰

19. The Chief requested these seeds be sent to Rat Portage next Spring in time for seeding. He also requested agricultural tools, “such as grub hoes, spades, rakes and harrows ... a few traps and nets would also be acceptable.”¹¹ Chief Sahkatcheway “wishes the White Man and the Indians to be friends, and will endeavor all his life to maintain good relations between them.” The statement ends with, “eventually they will want seventy-three things which he will enumerate another time.”¹² There are no documents in the Department records that show that Chief Sahkatcheway’s additional demands were met, but as evidenced by the protests and petitions by all the Treaty 3 Chiefs, they expected a great deal of assistance, especially with agriculture, in exchange for sharing their lands with the Crown.

⁹ Ibid.

¹⁰ LAC, RG10, vol. 1918, file 2790B, “North West Angle Lake of the Woods Oct. 1st 1875 Ka-Katche-way.”

¹¹ Ibid.

¹² Ibid.

20. Prior to Sahkatcheway breaking ranks with the other Chiefs, the negotiations were deadlocked. The leading Anishinaabe Chiefs Pow-wa-sang and Mawedo-peness refused to reduce their original demands which included a \$10 annuity and twenty additional demands. During the 3rd day of the Treaty 3 negotiations, Chief Mawedo-peness repeated the same demands emphasizing the unity of the Chiefs: "We are all of one mind." He then handed Morris the paper with the list of demands. Chief Canda-com-igo-ninnie followed and said, "if you grant us what is asked on that paper, we will talk about reserves. If you grant us what is written there, today the treaty will be made."¹³ The list of demands is included in the collection of Treaty 3 documents titled as "Report on the negotiations for Treaty 3 by Lieutenant Governor Alexander Morris." The demands are actually a copy of the original list of demands submitted by the Chiefs on January 22, 1869 and includes the following twenty requests:

- 1st – That every chief gets a pay of fifty dollars every year
- 2nd – That every member of council gets a pay of twenty dollars every year
- 3rd – That every first soldier of each chief gets a pay of fifteen dollars every year
- 4th – That every second soldier of each chief gets a pay of fifteen dollars per year
- 5th – That every heads of Indian man women and children get a pay of \$15 for the first payment, and every subsequent year ten dollars
- 6th – That every head of Indians gets a suit of clothes from the 1st Chief to the last Indian according to their rank every year
- 7th – That every chief gets a double barrelled gun every four years, and every man gets one single barrel gun during the same period
- 8th – That every chief gets 100 pounds of Powder, three hundred lbs of shot, flints and caps, according to the quantity of munitions every year
- 9th – **That each chief gets a yoke of oxen, plough, harrows and utensils for cultivation every 4 years**
- 10th – **That every chief gets 10 cows and one bull every eight years**
- 11th – That every chief gets a team of Horses, Buggy and Harness every four years
- 12th – **That every chief gets a she and a he lamb and one sow and one Boar every 4 years**
- 13th – That every married woman gets fishing twine and cord line to make 4 nets every year
- 14th – That every chief gets a set of Carpenter's tools, pitsaws included, every six years

¹³ LAC, MG29, C67, vol. 1, R4465-0-2-E, "Dawson, Simon James, North-West Angle Indian Treaty, 1873."

- 15th – That every chief gets one cooking stove and utensils every 4 years
- 16th – That every member of the Council, first soldier and second grade soldier, gets one box stove every 4 years
- 17th – That every chief gets 20 sacks of flour, 10 Barrels of Pork, 1 Big Chest Tea and 100 pounds sugar every year
- 18th – **That every chief gets 30 bushels of wheat, 20 bushels Peas and various kinds of garden seeds every 8 years**
- 19th – **That every chief gets one ox every year, and rations for all the Indians during the time of the payment each year**
- 20th – That all the aforesaid demands should last, if granted, forever, that is to say all the time that an Indian will be alive in this part of the country¹⁴

21. Morris was well aware of this list as he had it transcribed prior to the negotiations. Morris was also aware that the demands exceeded his authority, but some of them are very reasonable. The treaty agriculture demands do not differ greatly from those included in the text of Treaty 3. The demand for a ten-dollar annuity was well known as Dawson recommended this amount in 1869 and the Chiefs consistently requested it during the 1870-1873 negotiations. Morris provided an estimate of the costs of meeting the twenty demands. He estimated the annuities for 3,500 people to cost \$35,000. The agricultural assistance totalled \$7,415 and included \$1000 for cattle; \$1,500 for oxen and ploughs; \$2,500 for horses; \$150 for sheep and pigs; \$15 for seeds and \$2,250 for oxen.¹⁵

22. Morris' meeting with Chief Sahkatcheway revealed that some Chiefs were willing to break away and agree to the treaty. Morris replied to the Chiefs' list of demands with two key points. Morris first argued that he was a servant of the Queen and could only offer what she had authorized. He then compared his offer to the American treaty process, in which annuities were paid only for twenty years. His offer of perpetual annuities was discussed in language designed to appeal to the Anishinaabe Chiefs: "I only ask you to think for yourselves, and for your families, **and for your children and children's children**, and I know that if you do that you will shake hands with me to-day."¹⁶ Looking to future generations is an important theme of the Treaty 3 negotiations and is often connected to annuity payments. As promised by Morris,

¹⁴ LAC, RG10, vol. 1918, file 2790B, "Demands made by the Indians for their Terms of Treaty, October 2, 1873." Agricultural demands emphasized.

¹⁵ LAC, RG10, vol. 1918, file 2790B, "Estimate of money value of demands made by the Indians."

¹⁶ "Indian Treaty, North-West Angle Oct. 1, 1873," *The Manitoban*, October 11, 1873. Emphasis added.

these payments were to provide assistance not only today, but also to future generations.

23. After heated arguments from the principal Anishinaabe Chiefs Mawedo-peness and Pow-wasang, Morris refused to accede to any of the Chiefs' demands and threatened to "go without making terms." Pow-wa-sang questioned Morris's representation of the Queen: "It seems like you have only half the power that she has, and that she has only half filled your head." This was a hint that Morris needed to double his terms offered. Morris replied that "I have made you a liberal offer, and it is for you to accept or refuse it as you please." Chief Mawedo-peness replied that the Chiefs would not change their decision, and Morris stated that the conference was then at an end.¹⁷ It was at this point of the negotiations that Chief Sahkatcheway expressed his willingness to accept the treaty terms in exchange for some assistance and implements:

We are the first that were planted here; we would ask you to assist us with every kind of implement to use for our benefit, to enable us to perform our work; a little bit of everything and money. We would borrow your cattle; we ask you this for our support. If I should try to stop you—it is not in my power to do so; even the Hudson's Bay Company—that is a small power—I cannot gain my point with it. If you give what I ask, the time may come when I will ask you to lend me one of your daughters and one of your sons to live with us; and in return I will lend you one of my daughters and one of my sons for you to teach what is good, and after they have learned, to teach us. If you grant us what I ask, although I do not know you, I will shake hands with you. That is all I have to say.¹⁸

24. Chief Sahkatcheway's use of the word 'planted' refers to the Anishinaabe creation story and emphasizes their continuous existence in the territory. The word Anishinaabe means "from whence lowered first man"¹⁹ and the creation story refers to the arrival of the first person.²⁰ His use of the terms "lend" and "borrow" were

¹⁷ Ibid.

¹⁸ Ibid.

¹⁹ Edward Benton-Banai. *The Mishomis Book* (St. Paul: Red School House, 1988), p. 5

²⁰ William W. Warren, *History of the Ojibway People* (St. Paul: Minnesota Historical Society Press, 1885). P. 56.

deeply rooted in the Indigenous treaty tradition and emphasized a relationship rather than an exchange of material goods. Sahkatcheway also evoked the example of exchanging daughters and sons so that, once returned to their families, they could educate their home communities. This was especially poignant during the Treaty Three negotiations since Morris's daughter Christine was present.²¹

25. Morris's response to Sahkatcheway's speech did not address any of these subtleties. He focused on the Chief's desire to accept the terms and noted that the Chiefs were "not all of one mind."²² In his report on the proceedings, Morris recalled that Sahkatcheway asked for a schoolmaster and some grain for seed. Morris also stated that Sahkatcheway spoke despite opposition from the other Chiefs.²³ Despite Morris's lukewarm response, Sahkatcheway's speech signalled the turning point of the negotiations. It was clear that some of the Anishinaabe leadership was in favour of treaty. After Morris's response, Chief Blackstone suggested a pause in the negotiations to hold a council and Morris agreed.

What does the historical record say about the nature and implementation of the Crown's promise to provide seed, implements, agricultural instruction or any other economic assistance in agriculture, stock raising, or other work to Treaty Three signatories and adherents, in particular with respect to Wabaseemoong Independent Nations?

26. Although Treaty 3 is the first of the Western Canadian Numbered Treaties to include the agriculture promise, the idea was introduced during the Treaty 1 negotiations in 1871. Peguis First Nation Chief Henry Prince first proposed assistance with agriculture on the 8th day of the Treaty 1 negotiations. Chief Prince stated: "It is said that the Queen wished the Indians to cultivate the ground. They cannot scratch it – work it with their fingers. What assistance will they get if they settle down?"²⁴ The reply from Lieutenant Governor Adams G. Archibald was "lengthy" and included the promise for those who desired to cultivate the soil "ploughs and harrows would be provided on reserves."²⁵ This clause was not initially added to the text of Treaties 1 and 2, but it was an important promise. Many Cree and Anishinaabe Peoples practiced farming to support their fishing, hunting, trapping and gathering

²¹ Christine Morris signed the original manuscript of Treaty Three as a witness. See LAC, RG10, vol. 1846, IT 266, Indian Affairs Consecutive Number 131, 132, 10.

²² "Indian Treaty, North-West Angle Oct. 1, 1873," *The Manitoban*, October 11, 1873.

²³ LAC, RG10, vol. 1918, file 2790B, A. Morris to the Minister of the Interior, October 14, 1873.

²⁴ "The Chippewa Treaty," in *The Weekly Manitoban and Herald of Rupertsland and the North-Western Territory*, Sixth Day's Proceedings, August 12, 1871.

²⁵ Ibid.

economies. The agriculture clause was finally added to the text of Treaties 1 and 2 in the “outside promises” memorandum in 1875, after protests from the Chiefs.

27. Outside promises referred to promises made during the Treaty 1 and 2 negotiations that were not added to the text of Treaty. These surfaced in 1872 when Chiefs and Councillors refused to accept their annuity payments until the promises were acknowledged. According to Molyneux St. John, who was an Indian Agent and witnessed the Treaty 1 negotiations, the promises included Treaty suits for Chiefs and Headmen, a buggy for the Chiefs and the agricultural supplies, which were defined as:

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, a bull for each and a cow 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 harrow for each settler cultivating the ground.²⁶

28. The outside promises were confirmed in a memorandum written by Indian Commissioner Wemyss Simpson, Treaty Commissioner Archibald, St. John, and Assistant Treaty Commissioner James McKay. Eventually the outside promises memorandum was attached to Treaties 1 and 2, but it was not accepted by the Chiefs until the Summer of 1875 when Lieutenant Governor Alexander Morris visited the Treaty 1 and 2 Chiefs on his way to negotiate Treaty 5. Both Morris and James McKay explained the added promises and increased the treaty annuity to \$5 per person from \$3 to receive agreement from the Chiefs. After Morris received the acceptance of the outside promises memorandum, he remonstrated the Indian Department. In a letter to the Minister of the Interior David Laird, Morris pleaded that steps be taken “to secure a more thorough administration of Indian Affairs by the appointment of sub agents under effective control and the adoption of other measures.”²⁷ Morris claimed the he was forced to endure numerous complaints from Treaty 1 Chiefs after replacing Archibald as Lieutenant Governor, and hoped for better administration of Indian Affairs.

²⁶ LAC, RG10, Volume 3621, File 4767. “Memo to Council ‘Outside Promises’ of Treaties 1 and 2, p.4

²⁷ Ibid., p. 39.

29. The agricultural terms in the outside promises memorandum were greatly increased for Treaty 3 (see Table 1). The Anishinaabe Nations had always grown corn and potatoes and hoped to expand their farming livelihood under treaty. Morris was well aware of the importance of the treaty agricultural provisions to the Anishinaabe. In a letter to Laird dated October 26, 1876, Morris complained that the Indian Department made no effort to “carry out the new promises” despite the fact that there were now positive and fixed terms instead of the “vague uncertainty of the outside promises.” The fixed terms Morris referred to are the tools, implements, animals and seed that make up the agricultural clause.

30. According to Morris, before agreeing to the outside promises memorandum the Treaty 2 Chiefs asked, “what assurances have we that the new promises will be better kept than the old.” Morris responded with his personal pledge and that of the Privy Council, but one year later the new promises had not been carried out. This left Morris “exposed to reproaches from the Indians.”²⁸ His demands to Laird included that:

Prompt measures be taken to fulfil all the conditions of the new terms to the very letter ... The Indians are entitled to a plough and a harrow for each settler cultivating the ground, but only a very small proportion of the Indians who are cultivating have, as I have reason to believe, received these implements. They are entitled also “to a Bull and a Cow for each Reserve to a Boar and A Sow, and to a male and female of each kind of animal raised by farmers.”²⁹

31. Morris further recommended that the Department prepare an accurate statement of all cattle and implements already delivered and an estimate of the quantities of cattle, animals, and implements required to fulfill the terms of the revised Treaties. Finally, Morris repeated to Laird that it is essential that administration should be prompt and that all promises made to the Indians should be literally fulfilled.³⁰

²⁸ Ibid., p. 77

²⁹ Ibid., p. 74

³⁰ Ibid., p. 77

Table 1: Treaty Right to Agriculture as Set Out in the Text of Treaties 1 to 3 and the Notes Taken by Jospeh Nolin

Treaties 1 and 2 And The Outside Promises Memorandum	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, a bull for each and a cow 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 harrow for each settler cultivating the ground
Treaty 3	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 grind-stone, 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.
Nolin's Notes also known as the Paypom Document	The Government will give when the Indians will be settled, Two Hoes, One Plough for every ten families, Five Harrows for every twenty families, one yoke of Oxen, one Bull, and four cows for every band, one scythe and one axe for every family and enough of wheat, barley and oats for the land broken up this is to encourage them at the beginning of their labor once and for all ... The farming implements will be provided for the winter to be given next year to those that are farming and those that are anxious to imitate the farmers. A Set of carpenter's tools will also be given.

32. Table 1 shows the increase in the treaty agriculture promise that occurred at Treaty 3. This includes increases in the amount and variety of tools as well as seeds. The tools and seeds included in the clause correspond closely to Chief Sahkatcheway's

statement where he requested assistance in exchange for agreeing to Treaty 3.³¹ The twenty demands issued by the Anishinaabe leadership in 1869 also highlight the importance of treaty agricultural benefits to the Chiefs.³²

33. Also included in Table 1 is a reference to the notes taken by Joseph Nolin. This is known as the Paypom document as these original notes were requested by Chief Pow-wa-sang and eventually given to Chief Alan Paypom of Washagamis Bay First Nation.³³

Fraud in the Indian Department

34. At the close of the Treaty 3 negotiations Morris recommended the immediate fulfilment of Treaty agricultural promises. However, most First Nations still had not received their cattle, seed and implements by the close of the season in 1877. By October of that same year Indian Department Inspector Ebenezer McColl suspected fraud. McColl created a Commission to investigate the Acting Indian Affairs Superintendent J. A. N. Provencher on December 18, 1877.³⁴ The Commission was chaired by W.H. Ross and E. McColl and lasted until March 13, 1878. There were sixty-four witnesses called including Chiefs and Councillors. The records of the Commission include the charges against Provencher as well as the testimony of witnesses. The testimonials reveal the poor treatment of Treaty 3 First Nations at the hands of Indian Department officials, especially over the delivery of agricultural supplies. The Commission found that between 1873 and 1877 Provencher neglected his duties by failing to provide agricultural implements as promised under Treaty 3.

35. The first charge against Provencher was favouring the shop of McMicken & Taylor over J. H. Ashdown for the purchase of agricultural supplies for distribution to First Nations. This was done because “in McMicken & Taylor’s establishment [it was understood] that the most inferior articles would be supplied”³⁵ at a higher cost,

³¹ LAC, RG10, vol. 1918, File 2790B, “North - West Angle Lake of the Woods Oct. 1st 1875 Ka-Katche-way.”

³² LAC, RG10, vol. 1918, file 2790B, “Demands made by the Indians for their Terms of Treaty, October 2, 1873.”

³³ Grand Council of Treaty #3, *“We have kept out part of the Treaty”: The Anishinaabe understanding of Treaty 3* (Kenora: October, 2011), 23.

³⁴ RG10, Vol. 995. Indian Affairs Commission of Inquiry re charges against J. A. N. Provencher Acting Superintendent of the Manitoba Superintendency, 1877-1878.

³⁵ Ibid. p. 56

including those that were “unsaleable and unfit for use.” For example, inferior plows were supplied at the cost of \$27 each, when better quality plows could be had for \$17. Provencher’s goal in favouring McMicken & Taylor was to supply contracts from the Indian Department in exchange for payments to his personal account.

36. Indian Department records indicate that McMicken & Taylor supplied 1,350 hoes and 1,450 spades from July 1874 onwards, at a cost of \$1,600, but this was revealed to be “to a great extent imaginary.” No record was kept of these accounts and “they got so mixed up nothing could be made of them.”
37. Provencher also created additional fictitious accounts at McMicken & Taylor. These were paid out by the Indian Department, but no agricultural supplies were delivered. Some of the fictitious accounts made up by Provencher include 134 sacks of flour to distribute at the cost of \$1,600 as well as 20 plows at \$540 and 20 harrows at \$260. For the first account, the full amount of \$1,600 was paid out by the Indian Department but only 27 of the 134 sacks of flour were delivered by McMicken & Taylor. For the second account the full amount of \$800 for plows and harrows was paid by the Indian Department, but “none of these had been supplied.”³⁶ Instead, the funds were accessed by Provencher to support his “extravagant and excessive” lifestyle.³⁷
38. In total Provencher was found guilty of 16 charges including providing inferior agricultural supplies to First Nations; as well as poor quality flour, tobacco and other supplies that were “unfit for use.” He was found neglectful of his duties as Indian Superintendent and the most damning charge was the 5th:

Of having purchased cattle for the Indians without first having ascertained whether they had the necessary means of wintering them, giving room to suspect that the purchase was made for other reasons than the fulfilment of the Treaties made with the various Indian Bands, such reasons being corrupt ones.³⁸

³⁶ Ibid, p. 60

³⁷ Ibid, p. 72

³⁸ Ibid, p. 71

39. The distribution of cattle was discussed at great length in the testimonials. Charles Begg described the cattle as too wild to be delivered. They hid in the forest for months and were eventually shot with great difficulty by a skilled marksman. In 1876 Chief Pow-wa-san refused to accept cattle as they were too wild. Augustine Nolin was instructed to deliver the tamest of the wild cattle and kill the rest and store the meat.
40. The remaining testimonials describe mistreatment of Chiefs and Councillors by Provencher and the Indian Department. These descriptions of mistreatment are not limited to Provencher's time in the Manitoba Superintendency. Many of the same complaints described in the testimonials are made by Chiefs in the 1880s and 1890s. In fact, because the Commission was held behind closed doors, the testimonials would not have been made public.³⁹
41. Some of the witnesses who provided testimony at Provencher's fraud trial include Treaty 3 Chief Kitche-Ko-Kai of Rainy River Band, Kah-kee-ka-be-ness, the messenger for Chief Pow-wasang, John Lyon, Michael Morrisseau, as well as Treaty 3 Chiefs Pow-wasang, Pa-pas-kon-kin, and Jay-tay-pa-han. The testimonies are an important record because the witnesses are sworn to tell the truth and their complaints against the Department are added to the public record.
42. The first Treaty 3 Chief to provide testimony was Chief Kitche-Ko-Kai (Maker-of-the-day). He outlined the cattle his band was to receive in accordance with Treaty 3. He notified Mr. Pither, an Indian Agent of Fort Frances, when they were ready to receive the cattle. Kitche-Ko-Kai did not receive all of the cattle promised. Pither informed Chiefs of Rainy River that those who were prepared to receive the remainder of the cattle would get them, but Kitche-Ko-Kai never received word of his cattle. When they went to Fort Frances to collect annuities from Mr. Pither, they did not get one half of the provisions they usually receive but did get rotten tobacco and flour. Last summer they received flour that was wet and spoiled but still received the usual quantity of other goods. The tobacco supplied was of less quantity and rotten.⁴⁰
43. John Lyon worked for the Government and Hudson's Bay Company. In 1876, he saw the cattle at the North - West Angle meant for the Indians and was told that they

³⁹ Ibid.

⁴⁰ Ibid. Testimony of Chief Kitche-Ko-Kai, December 29, 1877.

were extremely wild. He also saw the tobacco supplied, which was of terrible quality. According to Lyon, traders sold the good and bad tobacco to the Indians at the same price and never sold the poor quality to any other party.⁴¹

44. Micheal Morrisseau was employed by Mr. McPherson at the North-West Angle to load cattle for the Indians at Rainy River. The cattle were too wild to do so. Chief Mawedo-peness came to the Angle to inspect the cattle, and upon doing so, he told Mr. Pither that they would not accept these wild cattle in place of the oxen they were promised. At the North-West Angle, Morrisseau was sent to bring an ox to Mawedo-peness which he refused because it was too old. In 1874, only a few of the oxen sent over were kept, and the rest sent back.⁴²

45. Chief Pow-wa-sang received 2 cows and 2 oxen of the 7 cattle he was promised by Governor Morris at the time of treaty in 1873. He and Augustine Nolin went to Provencher and applied for the 4 cattle he received. When the cattle arrived at the N. W. Angle, Pow-wa-sang claims they were extremely wild and varied greatly in size. He refused to take these cattle. He was also promised calves, carts, and harnesses, but only received one collar and harness. Years ago, Pow-wasang received bags of potatoes from Mr. McPherson. Only a third of these potatoes sprouted. Those that did not, he suspects, were frozen, for when he received the potatoes some of them were wet and soft. Even though he and his band have considerable clearing, the two bags were all the potatoes they received. When annuities were to be paid, McPherson and Pither were usually 8-10 days late, by which time the band was starving. Most of their annuities went towards buying provisions from traders to keep them alive. Pow-wasang never complained to Provencher, but did to McPherson and Pither, who generally blamed the bad roads for their lateness.⁴³

46. Chief Pa-pas-kon-kin did not receive all the cattle promised to him by treaty, and when he asked Pither about the remainder, Pither said he would get them eventually. Pa-pas-kon-kin received a plow and harrow, but no harness, as well as chains and a doubletree, but no whippletree. He never asked for these farming implements. He had a good piece of land cleared which he worked with hoes- he never used the plow or harrow since he had one ox and no harness (which he

⁴¹ Ibid. Testimony of John Lyon, January 2, 1878.

⁴² Ibid. Testimony of Michael Morrisseau, January 7, 1878.

⁴³ Ibid. Testimony of Chief Pow-wa-san, January 15, 1878.

requested but never received). Last summer, only 20 sacks of flour were given to 12 Chiefs at Fort Frances, and 20 sacks for 10 Chiefs at the North - West Angle during the payment of annuities. At the time of the treaty, the Indians of Treaty 3 were promised \$1500.00 worth of twine and ammunition yearly. They have not received enough of these to supply one half of the Indians.⁴⁴

47. Chief Jay-tay-pa-han (The-floating-on-the-water) was at the North - West Angle and saw the cattle that McPherson said were for the Indians, which they refused to take since they were extremely wild. The flour they received in 1874 was good, but in the next two years it was full of lumps, moist, and moldy. He had to eat the flour to prevent him from dying. The flour was good in 1877. They received enough flour in the first two years, but the quantity was reduced every year after. Last year they only received 40 sacks for 22 Chiefs. Jay-tay-pa-han applied to McPherson for potatoes and seed grain, but never received any, for McPherson refused to send it with anyone else besides Jay-tay-pa-han. The band received their annuities but were never given a tool chest.⁴⁵

48. First Nations were also entitled to provisions during annuity payments and when engaged in farming. However, most of these were of poor quality and could not be used. Many sacks of flour were yellow or moldy, some had hard lumps, were wet and smelled. Much of the flour was unusable. Tobacco was also moldy or filled with molasses and could not be smoked unless it was dried in a pan and ash was added to it. Much of the tea delivered was also moldy and undrinkable. Chief Pow-wa-san took a sample of the tea to Provencher, but he just looked at it and handed it back without saying a word. Alexander Morris saw the tea and was surprised at how bad it was.⁴⁶ Based on the number and consistencies of these complaints, Department of Indian Affairs officials must have been aware of them. These complaints and the fact that it took four years to discover Provencher's fraudulent activity points to a systemic failure in the Department, especially with regard to implementing the Treaty agriculture promise.

Treaty 3 After 1873

⁴⁴ Ibid. Testimony of Chief Pa-pas-kon-kin, January 17, 1878.

⁴⁵ Ibid. Testimony of Chief Jay-tay-pa-han, January 17, 1878.

⁴⁶ Ibid., Testimony of Chief Na-sha-ka-penais, January 14, 1878.

49. Wemyss Simpson, the first Indian Agent appointed to the North-West was responsible for early treaty implementation. As a former HBC Chief factor in the territory, he should have been knowledgeable, but unfortunately his biases and racist tendencies negatively influenced early treaty policy. Simpson described the Anishinaabe in Treaty 3 as “filthy in the extreme, most improvident and . . . quite incapable of understanding gratitude.”⁴⁷ He was aghast that they refused to allow Christian missionaries to come among them, and he thought that their conditions could never be improved. Simpson claimed that the Anishinaabe did not grow crops, but he acknowledged their reliance on the wild rice harvest.⁴⁸

50. Regarding the payments made to the Anishinaabe at Fort Frances, Simpson wrote that “I can only add that I have been guided by the greatest economy possible knowing that in dealing with Indians, being lavish is the worst policy as once given is always expected.” Simpson claimed that only “one third of the heads of families will ever farm.”⁴⁹ Compared with Archibald and McKay, Simpson interpreted the treaty provision for agricultural supplies narrowly. He wrote to Secretary of State for the Provinces Joseph Howe:

The way that I understand the treaty to read was this That whenever any family settled down on the reserve and built a house or showed that they were anxious to take up the life of white men—they should then have a plough and harrow given them, but not that each Indian could demand those articles as soon as the treaty was signed.⁵⁰

51. Many of Simpson’s ideas permeate the Department of Indian Affairs in the early years following Treaty 3, especially regarding tools and farming supplies. Based on Simpson’s perception of the treaty promise, agricultural supplies would be delivered after the Anishinaabe had taken up farming. But of course, it is impossible to farm without the hoes, spades, ploughs, harrows and seeds promised in Treaty 3. Joseph Nolin’s notes included the directive that supplies and seed be delivered in the Winter in time for planting in the Spring.

⁴⁷ Brian Titley, *The Indian Commissioners: Agents of the State and Indian Policy in Canada’s Prairie West, 1873–1932* (Edmonton: University of Alberta Press, 2009), 15.

⁴⁸ *Ibid.*, 25.

⁴⁹ LAC, RG10, vol. 3569, file 95, W.M. Simpson to J. Howe, March 25, 1872.

⁵⁰ *Ibid.*

52. Morris was aware of the delays and remonstrated both Simpson and Laird for not fulfilling the treaty agricultural provisions. Morris feared reproach from the Treaty 3 Chiefs and as stated earlier in this report, argued that the “administration should be prompt and that all promises made to the Indians should be literally fulfilled.”⁵¹

53. After Simpson retired and Provencher was fired for fraud, the Department of Indian Affairs relied on local Indian agents for treaty implementation. The first Indian agent for the Islington Band was George McPherson, who also interpreted during the Treaty 3 negotiations. McPherson summarized his experience with the Anishinaabe Nations under his jurisdiction in a letter dated September 7th, 1880:

The Indians under my supervision are much dissatisfied on account of the non-arrival of the Indian supplies at this place at the dates appointed. Year after year, since I was appointed Agent, dates are fixed for my guidance, for each place where I am to pay, the Indians their annuities, in consequence, I have to notify the Indians to meet me on the dates appointed; the Indians do not bring any provisions along with them for their use while getting their pay; they depend on the supplies they are allowed from the Government, and of our assurance that the supplies will arrive at the date appointed, **in consequence the Indians suffer greatly before the supplies arrive;** some years they have been obliged to leave before it arrived, **after spending a good deal of their treaty money in purchasing provisions to keep themselves and families from starving.** Two years ago I had to feed them out of my own stock; last year I had to feed them out of the provisions for destitute Indians, and seed grain lying on hand here; after all, they had to leave before the arrival of the supplies. This year the supplies were backward in arriving also; I had to purchase from Mr. H. Gardner, a merchant, 600 lbs. flour, 6 lbs. tea, and 6 lbs. tobacco, to feed the Indians while we were waiting for the arrival of the supplies; if this could be remedied, it would put down a great deal of discontent among the Indians on this line.⁵²

⁵¹ LAC), RG10, Volume 3621, File 4767. “Memo to Council ‘Outside Promises’ of Treaties 1 and 2, p.4.

⁵² Dominion of Canada, Annual Report from the Department of Indian Affairs for the Year Ended December 31st 1880 (Ottawa: Maclean, Roger and Co. 1881), 71. Emphasis added.

54. This summary contrasts greatly with the original request made by Chief Sahkatcheway that supplies be provided for farming in the Spring of 1874. Morris agreed to this request in his response to Sahkatcheway at the Treaty 3 negotiations. Morris replied, **“I think we should do everything to help you by giving you the means to grow some food so that if it is a bad year for fishing and hunting you may have something for your children at home.”**⁵³ Based on Morris’ response during the negotiations, the Treaty 3 Chiefs would have expected prompt and faithful delivery of the Treaty agricultural promise. However, the disinterest of Simpson; the fraud committed by Provencher and the incompetence of the Department of Indian Affairs conspired to prevent the delivery of supplies and seed.
55. Voluminous complaints from the Treaty 3 leadership in Department of Indian Affairs records all point to a systematic failure to implement the agricultural benefits promise. Examples relating to the Islington Band can be applied across Treaty 3. The Islington Band report from 1880 states: “This band were supplied, from Winnipeg in May last, with twenty-five bushels each of wheat and barley for seed, but the seed came too late for sowing, so, on that account, a good deal of their lands are lying idle.” At this point there are 159 people in the band and they also request “a school and farming instructor to be sent to them as soon as possible.”
56. The request for a school and farming instructor was ignored by the Department, despite the desire expressed by the Chief that “they want their children to be taught to read, write, and other useful knowledge, and above all Christianity.”⁵⁴ The incidence of seed arriving too late is a common occurrence for the band. According to the Annual Report for the following year:

The Islington Band of Indians were so hard up for food during the winter that I had to use as food the seed grain that was supplied the year before, and which reached them too late for sowing that year; in consequence they have had no seed grain to sow this year, and a great deal of cultivated land is lying idle. The potatoes planted, as well as the Indian corn, this season is not so large as it was intended to be, **caused by the seeds being destroyed as stated before.** The 300 bushels of seed potatoes that was supplied by the

⁵³ “Indian Treaty, North-West Angle Oct. 1, 1873,” The Manitoban, October 11, 1873. Emphasis added.

⁵⁴ Canada, Annual Report from the Department of Indian Affairs for the Year Ended December 31st 1880. 82.

Department was a great help, but did not cover all the cultivated land, so a great deal of cultivated land lies idle. When I made my requisition for the 300 bushels of seed potatoes that was supplied, it was not then known that so much of the seed potatoes the Indians had in pits would be destroyed or else more would have been requested.⁵⁵

57. The report for 1881 also notes that, “the following implements were asked for: 24 axes and 24 grub-hoes.” Further stating that the quality of soil “is very productive and well adapted for the cultivation especially of corn and potatoes.” There is no report for 1882, but the 1883 report contains much of the same failures:

Owing to the dry season the crops, last fall, at the Lake of the Woods, Rat Portage, and Islington did not turn out as successfully as was expected. The Indian corn was quite a failure and the potatoes were injured to a great extent by the potato bug, and what few the Indians were able to put in pits for seed in the spring were unfortunately frozen during the severe winter weather, the result being that the Indians planted very few potatoes this spring, and owing to the failure of the grain crop very little grain for seed could be procured. Much of their land, therefore, lay idle this year.⁵⁶

58. Agent McPherson added that the Islington Band did not receive any seed corn, despite forwarding regularly “every year, requisitions for seed corn.” The band also had not received the tools requested in 1881 and re-stated their request to have their school re-opened. Despite these challenges, the 1883 report notes that “This band has seventeen houses, six stables and twenty-three head of cattle.”⁵⁷ McPherson recommended that the band build their schoolhouse without the support of the Department of Indian Affairs but promised \$100 to help finish it. Much of the relative success of the band is probably due to this type of local industry.

59. Other records that note the difficulties experienced in Treaty 3 include letters by Christian missionaries. Reverend Robert Phair was appointed to Rainy River and

⁵⁵ Canada, Annual Report from the Department of Indian Affairs for the Year Ended December 31st 1881. 176. Emphasis added.

⁵⁶ Ibid.

⁵⁷ Canada, Annual Report from the Department of Indian Affairs for the Year Ended December 31st 1883. 253.

Fort Frances by the Church Missionary Society (CMS). In 1875 he wrote a letter to Alexander Morris updating the Lieutenant-Governor on the state of the agriculture in this territory. Regarding the delivery of agricultural supplies, Phair notes:

A few days ago an Indian who had attempted to plough a piece of ground (having received from the government) told me he was obliged to give it up as something was wrong with his plough: **I may add that this poor Indian's difficulty is shared in by a large majority.**⁵⁸

Phair also sent regular letters and reports to the CMS. In a report dated February 26, 1876 Phair stated that "Treaties had been made with the Indians and reservations promised but as yet nothing practical had been done and it was no easy matter to know when to build and commence work."⁵⁹ Later that same year Phair recounted taking charge of the district:

and finding the Indians in a transition state having leased their lands to the government they had their minds filled with the loftiest expectations never to be realized. The reaction came and Indians like they said ... "All men are liars."⁶⁰

60. One of the most telling accounts originated from a visit by Chief Sahkatcheway's to Morris to air his grievances. Morris recounted this visit in a letter to Laird and described the Chief as essential "at the negotiation of the Treaty [Treaty 3]" and explained that the Chief's object was to "complain that the provisions of the Treaty were not being carried out."⁶¹ The Chief requested cattle, tools, implements, uniforms and flags. He claimed Morris is "powerful enough to carry out the promises but they were poor and miserable and wished to see the Treaty carried out." Chief Sahkatcheway's trip to Red River took 28 days and he carried with him a written authorization to speak on behalf of 12 other Chiefs, many of whom attended the Treaty 3 negotiations in 1873.⁶²

⁵⁸ Church Missionary Society (CMS), Original Papers of Individual Missionaries, catechists and others, Rev Robert Phair, 1863-1880.

⁵⁹ CMS, Original Papers of Individual Missionaries, catechists and others, Rev Robert Phair., Letter dated February 26, 1876, 183.

⁶⁰ Ibid.

⁶¹ LAC, RG10, vol. 1966, file 5069, "Alexander Morris to the Minister of the Interior, July 3, 1875."

⁶² Ibid.

Conclusion

61. Despite a well-documented desire to engage in the farming economy by Treaty 3 First Nations in general, and Wabaseemoong Independent Nations in particular, Treaty 3 First Nations were prevented from engaging in the farming economy. Initially, the Treaty 3 Nations suffered delays waiting for promised implements and seed due to the fraudulent activity of Indian Commission Provencher. Only a small fraction of the promised agricultural supplies were ever delivered. Those that were delivered arrived late. Seed could not be used and implements were of such poor quality that they were deemed useless by the Treaty 3 Chiefs. When the Chiefs complained to Department of Indian Affairs officials, they were ignored. These same officials were aware that Provencher never delivered the promised agricultural implements based on the testimonies at his fraud trial in 1878.
62. However, relying on local Indian Agents to deliver the promised agricultural supplies also failed the Treaty 3 Nations due to the disinterest and incompetence shown by Indian Affairs officials. Indian agents like McPherson and Pither had attended the Treaty 3 negotiations and were well aware of the treaty agriculture promise. Their reports in the Annual Reports of the Department of Indian Affairs show that agricultural tools were rarely delivered; seed arrived too late to plant or was damaged by frost; and provisions were of such poor quality they could not be eaten.
63. The fraudulent activity by Provencher, the disinterest and racism by Simpson and other Indian Affairs officials as well as poor administration and incompetence all point to the systematic failure of the treaty agriculture promises. These examples all conspired to prevent the Treaty 3 Nations from receiving their farming implements, seed and assistance to allow them to participate in the agricultural economy.

What does the historical record say about the parties' understanding of the promise to pay five dollars (\$5) annually "to each Indian person" (the "Annuity Payment") and in particular, whether the parties intended for the Annuity Payment to increase over time?

64. For the Anishnaabe Nations in Treaty 3, the annual payment by the Crown was originally tied to the right-of-way for the Canadian military negotiated in 1870. This payment was for \$3 per person and conferred the right to travel though Anishinaabe territory. It did not allow for settlement. Treaties 1 and 2 negotiated in 1871 included the same \$3 annuity in a more comprehensive agreement that allowed settlement. Negotiations for a comprehensive treaty with the Anishinaabe were held in 1871 and 1872 without success. The Crown proposed annuity payments of \$3 and \$5 in 1871 and 1872 respectively, but the Chiefs would not allow settlement in their lands for an annuity less than \$10. Finally, in 1873, Treaty Commissioner Alexander Morris proposed a \$5 annuity and \$7 one-time payment.
65. Morris did not differentiate between the two types of payments during the Treaty 3 negotiations. This discrepancy between the \$5 annuity and \$7 one-time payment defined the early post-treaty period. The Anishinaabe Nations expected an increase to the annuity as settlement increased but this was never provided by the Crown.
66. The amount of the annuity payment was discussed at great length after the Crown signalled their intention to negotiate a treaty with the Anishinaabe north of Lake Superior. The Chiefs initially submitted a list of demands in a letter dated January 22, 1869. It stated that they would "agree to make the Treaty with the Queen's Commissioners" if twenty conditions were met, including a "fifty-dollar annuity for Chiefs and a **ten-dollar annuity for everyone else**; a suit of clothes annually for every Chief; a one-time gift of a team of horses, buggy, and harness; guns and ammunition for the men; and fishing line for the women."⁶³ Treaty Commissioner Alexander Morris included the demands in the 'list of enclosures' that followed the text of Treaty 3 and his official dispatch. Morris also included an estimate of the costs associated with the demands which totalled \$123,112.54.

⁶³ LAC, RG10, vol. 1918, file 2790B, "Demands Made by the Indians as Their Terms for Treaty, October 2, 1873." Emphasis added.

67. After receiving this list of demands, Simon J. Dawson was tasked to investigate further. Dawson summarized his investigations in a letter dated December 19, 1870. According to Dawson, the Anishinaabe population was increasing due to the absence of smallpox and decrease in conflicts with other Nations. The increase in population put pressure on resources and competition from free traders resulted in less support from the Hudson's Bay Company. Dawson hinted that such information could be "of use when negotiating with them" and recommended that \$10 annuities be paid in clothing and goods. He also claimed that the principal Chief at Fort Frances was not averse to negotiating with the federal government for the right-of-way or the "cession of their lands."

68. Dawson was also aware that the Anishnaabe had a long tradition of charging for right-of-way access through their territories. They had been charging explorers and settlers a fee or toll to pass through their territory as early as the Hind expedition of 1857. Dawson recollected an instance when he and Henry Youle Hind were intercepted by a group of Anishinaabe warriors. Dawson and Hind were "invited to a council" at which the Chief admonished them for using a different trail and avoiding payment of the toll. In order for the Anishinaabe Chiefs to enforce the right-of-way and collect tolls, explorers and settlers had to stay on the main trail. The Chief claimed that explorers were sneaking around without permission and was wary of them viewing "the Indian's land."⁶⁴

69. Dawson's report was well received and the Crown originally accepted Dawson's recommendation regarding the ten-dollar annuity payment. An Order-in-Council signed by Charles Tupper and dated April 15th 1871 acknowledged that the American Indians to the south agreed to treaty in exchange for an annual payment of \$10 per head "for each man, woman and child of which six dollars is paid in goods and four in money." Tupper recommended that ten thousand dollars in silver be made available at Fort Frances to enable the commissioners to "make the best arrangements in their power but authorized if need be to give as much as twelve dollars a head partly in goods and partly in money for the surrender of lands."⁶⁵

⁶⁴ Henry Youle Hind, *Narrative of the Canadian Red River Exploring Expedition of 1857 and of the Assiniboine and Saskatchewan Exploring Expeditions of 1858* (Edmonton: Hurtig, 1971), 100–01.

⁶⁵ LAC, RG 2, Privy Council Office, Series A-1-A, Order –In-Council # 1871-0873

70. However, before the Order-in-Council was accepted two changes were made to the document. The first change struck off the ten thousand dollars and changed it to six thousand dollars. The second change lowered the amount of the annuity from as much as \$12 per head to \$12 per family of five:

But authorized if need be to give as much as twelve dollars a ~~head~~
~~partly in goods and partly in money~~*family for each family not
exceeding five - with such small sum in addition where the family
exceeds five where the commissioners may find necessary – such
subsidy to be made partly in goods and provisions and partly in money
or wholly in goods or provisions should the Commissioners so
decide*⁶⁶

71. The changes were made and signed off by William H. Lee who was the clerk of the Privy Council. Despite Dawson's recommendation of a \$10 annuity and the original list of demands from the Chiefs that also included a \$10 annuity the Crown effectively capped annuity payments at \$3. The same Order-in-Council also recommended that presents collected for distribution last year and a similar quantity should be collected at Fort Frances with four additional suits of Chiefs clothes and flags.

72. Although Indian Commissioner Wemyss Simpson and Dawson had successfully negotiated the right-of-way for the Canadian military force in 1870, negotiations with the Anishinaabe Chiefs for a more comprehensive treaty in 1871 did not go well. This was mainly due to offering the lower annuity of \$3. The Canadian government attempted a second treaty negotiation at Fort Frances the following year. The main reason for the failure of the 1872 negotiations was also the low annuity payment offered by the Commissioners. They also underestimated the importance of the right-of-way to the Chiefs. The Crown proposed the payment of money and the distribution of gifts to extinguish "all past claims," but in 1872 the right-of-way and claim for safe passage again hindered treaty negotiations. In their official dispatch, Treaty Commissioner Simpson, Dawson, and Pither explained why the Treaty Three talks failed:

⁶⁶ Ibid.

Sir, we have the honor to inform you, that during the past sixteen days we have had repeated interviews with the Saulteaux Indians of this place, and have done everything in our power to negotiate a treaty with them in conformity with the views of the government conveyed to us through your department, but regret to say that in this we have not been successful. The Indians could not be induced to go into the discussion of the provisions made in the various articles of the treaty, and notwithstanding the clear understanding had with them, last year, to the effect that the payments and presents, then made, were to cover all claims real or supposed up to that time—have advanced the most extravagant demands for roads made on their lands and wood taken for steamers and buildings.⁶⁷

73. After sixteen days of negotiations, the Commissioners could not get past the previous claim for the right-of-way. The Chiefs believed that a debt was owed to them, and they refused to hear the treaty provisions until it was paid. The Chiefs also believed that the amount of the annuity offered was too small. According to the Commissioners, the Chiefs were aware of the discovery of gold and silver on their territory and said “you offer us \$3 per head and you have ‘only to pick up gold and silver from our rocks to pay it many times over.”⁶⁸ Although the Commissioners were authorized to pay annuities as high as \$5 this increase was deemed insufficient to compel an agreement.

74. In their final report, the Commissioners recommended that the annuities be increased to seven dollars, but they did not think that there was much point in continuing the negotiations. The Commissioners also claimed that Indigenous Peoples from the United States bragged that their treaty payments were many times those offered by Canada.⁶⁹

Treaty 3 Negotiations, 1873

75. The 1873 Treaty 3 negotiations were led by newly appointed Lieutenant-Governor Alexander Morris. In his official report on Treaty Three, Morris claimed that the

⁶⁷ LAC, RG10, vol. 1868, file 577, W.M. Simpson, S.J. Dawson, and R.J.N. Pither to J. Howe, July 17, 1872.

⁶⁸ Ibid.

⁶⁹ Ibid.

Anishinaabe Chiefs refused to begin the 1873 negotiations for five days because they had not met for many years, and there “were divisions and jealousies among themselves.”⁷⁰ He reasoned that the delay was caused by jealousies because the Chiefs had placed a guard in front of his house and Dawson’s tent to “prevent ~~underhanded~~ individual communication.”⁷¹ The arrival of “disagreeable wet and cold weather” and the delay of the Lac Seul Chiefs pushed the opening of negotiations to October 1.

76. After introductions, the Chiefs brought up the issue of the right-of-way treaty and claimed that, if the promises made to them were not fulfilled then, “they would not consider the broader question of the treaty.” Dawson addressed the issue and reminded the Chiefs that he had been present during the initial discussion of the right-of-way for the Canadian military. He thanked them for their loyalty to the “Great Mother the Queen” but explained that, since the proposals offered in 1871 and 1872 were refused by the Chiefs, the agreement was “broken off.”⁷²
77. The Chiefs demanded that the right-of-way grievances be treated separately, but Morris refused. He insisted that all matters— “the big and the little”—be settled as one, and he refused to discuss the terms that he was prepared to offer unless the Chiefs agreed. His speech was recorded in *The Manitoban*:

Many of his listeners had come a long way, and he . . . too had come a long way, and he wanted all the questions settled at once, by one treaty. He had a message from the Queen, but if his mouth was kept shut, the responsibility would rest on the Indians, and not with him if he was prevented from delivering it. He had authority to tell them what sum of money he could give them in hand now, and what he could give them every year; but it was for them to open his mouth. He concluded his remarks, which were forcibly delivered, with an emphatic “I have said.”⁷³

⁷⁰ LAC, RG10, vol. 1918, file 2790B, A. Morris to Minister of the Interior, October 14, 1873.

⁷¹ Ibid.

⁷² LAC, MG29, C67, vol. 1, R4465-0-2-E, “Dawson, Simon James, North-West Angle Indian Treaty, 1873.”

⁷³ “Indian Treaty, North-West Angle Oct. 1, 1873,” *The Manitoban*, October 11, 1873.

78. In response, the Chiefs decided to hold a council, and according to Dawson's notes on the proceedings Posh-king-on (their spokesman) said that "we would like to hear first what is the offer you have to make us. . . . After he [Morris] has made his offer we will present our demands."⁷⁴ By agreeing to hear his offer, the Chiefs reluctantly set aside the right-of-way grievances.

79. After the Chiefs agreed to "hear what is the offer you have to make us,"⁷⁵ Morris explained the treaty terms. He offered "reserves for farms and reserves for your own use" up to one square mile per family of five. He assured the Chiefs that it would be many years before the other lands would be needed, and they were free to hunt and fish on them. Morris next added a one-time payment of \$10 and an annuity of \$5 for "every one of your wives and children." For the Chiefs, he offered \$20 "a year for ever." His final offer was gifts and provisions "to take you home." His offers were high enough that they were not initially rejected by the Chiefs, as had happened in 1871 and 1872, when the annuity of \$3 was offered. However, the latest offer was significantly less than the demands submitted by the Chiefs, which included a one-time payment of \$15, an annuity of \$10, as well as an annuity of \$50 for the Chiefs.

80. Chief Pow-wa-sang responded to Morris' offer by restating the demands that the Chiefs had first submitted to the Commissioners in 1870. Chief Mawedo-peness followed by repeating the same demands and emphasizing the unity of the Chiefs: "We are all of one mind." He then handed Morris the paper with the list of demands. Chief Canda-com-igo-ninnie followed and said that, "if you grant us what is asked on that paper, we will talk about reserves. If you grant us what is written there, today the treaty will be made."⁷⁶ Morris's counterargument to the Chiefs was twofold. Morris first argued that he was a servant of the Queen and could only offer what she had authorized. He then compared his offer to the American treaty process, in which annuities were paid only for twenty years.

81. Morris' offer of perpetual annuities was discussed in language designed to appeal to the Anishinaabe Chiefs: "I only ask you to think for yourselves, and for your families, **and for your children and children's children**, and I know that if you do that you will shake hands with me to-day."⁷⁷ Chief Mawedo-peness quickly replied that "our

⁷⁴ LAC, MG29, C67, vol. 1, R4465-0-2-E, "Dawson, Simon James, North-West Angle Indian Treaty, 1873."

⁷⁵ Ibid.

⁷⁶ Ibid.

⁷⁷ "Indian Treaty, North-West Angle Oct. 1, 1873," The Manitoban, October 11, 1873.

hands are poor but our heads are rich, and it is riches that we ask **so that we may be able to support our families as long as the sun rises and the water runs.** Pow-wa-sang questioned Morris's representation of the Queen: "It seems like you have only half the power that she has, and that she has only half filled your head."⁷⁸ This was a slightly veiled hint that Morris needed to double his terms offered.

82. Chief Mawedo-peness opened the fourth day of negotiations by reminding Morris that each Chief has councillors, warriors, and messengers. This was likely in reference to the higher annuities demanded for Chiefs and Headmen. Mawedo-peness then asked Morris about "your most liberal terms and give us your utmost."⁷⁹ Morris first offered assistance with farming "so that if it is a bad year for fishing and hunting you may have something for your children at home." This assistance included both farming tools and seed for growing crops given "once for all."⁸⁰ He then promised ammunition and twine annually up to a value of \$1,500. Morris then claimed that he could not increase the annuity payment but was willing to add \$2 to the one-time payment that year (for a total of \$12). Mawedo-peness also requested guns, but Morris replied that "I have made every advance I could. I have no more power."

83. After Morris responded to Chief Mawedo-peness' request to provide his most liberal terms, the Chief reminded the Commissioner that "you must remember that our hearts and our brains are like paper; we never forget."⁸¹ This comment was prescient because a close look at the historical record reveals confusion between the one-time payment and the annuity. Because the Anishinaabe Chiefs had consistently argued for a \$10 annuity payment since the opening of negotiations in 1870, it seems unlikely that they would settle for the \$5 offered by Morris. The accounts of the Treaty 3 negotiations mainly focus on the one-time payment.⁸² This would have appealed to the Chiefs and leadership because offers of \$10 and \$12 aligned more closely with the consistent demand of \$10 annuities.

⁷⁸ Ibid.

⁷⁹ Ibid.

⁸⁰ "Closing Proceedings," *The Manitoban*, October 18, 1873.

⁸¹ Ibid.

⁸² See: LAC, MG29, C67, vol. 1, R4465-0-2-E, "Dawson, Simon James, North-West Angle Indian Treaty, 1873." And LAC, RG10, vol. 1918, file 2790B, A. Morris to Minister of the Interior, October 14, 1873.

84. Although the historical record clearly distinguished between the one-time payment and the annual payment, eye-witness accounts of the negotiations do not include this key difference. As Arthur J. Ray noted in *Bounty and Benevolence*, one of the main failings of historians has been their uncritical use of Morris's *Treaties with the Indians of Canada*.⁸³ Too often historians have trusted the writings of Crown representatives despite their obvious biases toward settlement. Ray described the accounts by Morris and his fellow treaty negotiators as "semi-processed" alluding to how their accounts shaped the historical narrative.⁸⁴ In the case of the treaty annuity payments, the historical narrative emphasizes a clear distinction between the annuity and one-time payment, but this does not reflect the reality of the negotiations.

85. The Crown was aware as early as 1871 that \$10 annuities were a requirement of the Anishinaabe leadership. The Crown was also aware of the need to reduce expenses and was not authorized to pay more than a \$5 annuity. Upon receipt of the Treaty 3 text Deputy Minister of the Interior E. A. Meredith shared the government's response to the terms with Treaty Commissioner Morris:

I have the honor to inform you that the Governor General in Council has been pleased to approve the said Treaty and that he is advised that these satisfactory results are mainly due to the firmness patience and tact displayed by you and your brother commissioners in the conduct of the negotiations.⁸⁵

86. The Canadian government was clearly pleased that after the failed negotiations of 1871 and 1872, an agreement was reached. They were also pleased that Morris firmly kept the annuity payment at \$5.

87. One year after the conclusion of the Treaty 3 negotiations Minister of the Interior David Laird provided advice to Morris on the implementation of the Treaty 3 provisions:

⁸³ Arthur J. Ray, Jim Miller and Frank J. Tough, *Bounty and Benevolence: A History of Saskatchewan Treaties* (Montreal & Kingston: McGill-Queen's University Press), 204.

⁸⁴ *Ibid*, 205.

⁸⁵ Provincial Archives of Manitoba (PAM), Alexander Morris Papers, 551. "E.A. Meredith to A. Morris, November 11, 1873."

I feel assured that both in your capacity as Lieut-Governor as well as that of Indian Commissioner you will consider it your duty to use every effort not only to see that the provisions of the Indian Treaties are carried out fairly and honorably and in a manner satisfactory to the Indians but also to ensure as far as possible a careful and wise expenditure of the public funds both in the purchase of the provisions, supplies, animals and implements intended for the Indians and also in their subsequent distribution amongst them.⁸⁶

88. Like many government representatives, Laird was concerned with balancing the implementation of the treaty provisions with managing the expenditure of public funds. However, as the historical record shows this balance was rarely met in the post-Treaty period.

Conclusion

89. After the Crown signalled their intention to negotiate a Treaty east of Treaties 1 and 2 the Anishinaabe leadership submitted their demands, which included a \$10 annual payment in perpetuity. Dawson confirmed this amount in a report to Lieutenant-Governor Archibald in 1871. The Order-in-Council with instructions to the Treaty Commissioners authorized an annual payment as much as \$12, but this was later changed to \$12 per family and limited annuities to \$3 per person. Limiting the annual payment to \$3 resulted in the failed Treaty negotiations of 1871 and 1872. The Anishinaabe leadership would not agree to Treaty for an annuity less than \$10.

90. In 1873, Treaty Commissioner Alexander Morris faced challenging negotiations with the Anishinaabe leadership. Although his initial offer of \$5 annuities was not rejected, the Chiefs consistently replied that they would not settle for less than \$10 annuities. On the last day of negotiations Morris proposed a \$5 annuity and \$7 one-time payment. Morris did not clearly differentiate between the annuity and the one-time payment. This became a central complaint in the post-Treaty period. The Anishinaabe leadership expected an increase to the annuity as settlement increased but this was never provided by the Crown.

⁸⁶ PAM, Alexander Morris Papers, 664, "David Laird to A. Morris, March 18, 1874."

What does the historical record say about the parties' understanding to the promise to expend \$1,500 on Ammunition and Twine annually ("the Ammunition and Twine Payment") and in particular, whether the parties intended for the Ammunition and Twine Payment to increase over time?

91. During the Treaty 3 negotiations in 1873, Treaty Commissioner Alexander Morris promised \$1500 annually for ammunition and twine. However, records kept by the Department of Indian Affairs indicate that this amount was not always provided. There were also complaints from Chiefs about missing supplies, poor quality supplies, and unclear delivery instructions.

92. Ammunition and twine have always been part of the gift-giving protocols between First Nations and the Crown. Annual gifts maintained alliances between First Nations and the Crown and often included guns or ammunition for the men and fabric, thread, or sewing needles for the women.⁸⁷ The Upper Canada Treaties with the Anishinaabe, Odawa, Pottowatomie, Mississauga, Huron, and Haudenosaunee (Iroquois) Nations included one - time payments or annual payments in perpetuity, as well as gifts of ammunition, guns, clothing, and food.⁸⁸ Prior to the Treaty 1 negotiations, the Chiefs demanded payments for the use of their lands and for keeping the peace during the Red River Resistance. Lieutenant-Governor Archibald delivered ammunition, gun flints, flour, tobacco, and tea from the Hudson's Bay Company and promised to hold Treaty negotiations the following year.⁸⁹

93. Although twine is mentioned in the text of Treaties 1 and 2, there is no separate ammunition and twine clause. The ammunition and twine clause in the Treaty 3 text follows the annuities clause and states:

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.⁹⁰

⁸⁷ Robert S. Allen, *His Majesty's Indian Allies: British Indian Policy in the Defence of Canada, 1774-1815* (Toronto: Dundurn Press, 1992), 163 - 64.

⁸⁸ Ibid.

⁸⁹ Canada, Sessional Papers, vol. 5, Fourth Session, First Parliament, 1871, 34.

⁹⁰ LAC, RG10, vol. 1918, file 2790B, "Treaty No 3."

94. This clause was likely added to the Treaty 3 text because it was included in the list of demands submitted by the Anishinaabe Chiefs. These demands included annual gifts of powder, shot flints and caps as well as double barrelled or single barrelled guns. Women were to receive enough fishing twine and cord line to make 4 nets every year:

7th – That every chief gets a double barrelled gun every four years, and every man gets one single barrel gun during the same period

8th – That every chief gets 100 pounds of Powder, three hundred lbs of shot, flints and caps, according to the quantity of munitions every year

13th – That every married woman gets fishing twine and cord line to make 4 nets every year⁹¹

95. Morris agreed to the demands for ammunition and twine but when Chief Mawedo-peness referenced the demand for guns, Morris replied that “I have made every advance I could. I have no more power.”

96. Ammunition and twine came in a variety of forms, such as cotton twine, gilling twine, kegs of powder, shot, and gunpowder.⁹² These supplies were important for additions to Anishinaabe livelihood especially when crops failed or agricultural efforts suffered. This was the case with Treaty 3 First Nation Sturgeon Lake. After receiving little support for agriculture, they eventually requested twine instead of pork after moving closer to the lake and the fisheries.⁹³

97. Records kept by the Department of Indian Affairs indicate that the ammunition and twine provisions were not always implemented. Complaints from Chiefs described missing supplies, unclear delivery instructions and uneven distribution. In 1880, Indian Agent Pither noted that while some supplies of ammunition and twine had been delivered to Wabegon and Eagle Lakes Bands, percussion caps or gunflints

⁹¹ LAC, RG10, vol. 1918, file 2790B, “Demands made by the Indians for their Terms of Treaty, October 2, 1873.”

⁹² Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1880, 330.

⁹³ Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1886. 171.

were not sent with them, despite a total of 50,000-gun caps being ordered for Treaty 3.⁹⁴

98. In the 1880 payment sheets for Treaty 3, the total amount spent on ammunition and twine is only \$1,330.33, which of course is below the \$1500 set in the ammunition and twine clause.⁹⁵ In 1883, supplies of ammunition and twine were sent to the Coutcheeching Agency with “no instructions to freight the supplies back to the reserve.”⁹⁶ In 1888, there is a description of dividing up the twine and ammunition at Sturgeon Lake Band, but no information is given on how it was divided, or why. The payment sheets in the Department of Indian Affairs’ Annual Reports show a division of ammunition and twine with no clear indication of why some First Nations received more, and why some received significantly less.⁹⁷

99. In one instance, Lac de Mile Lacs First Nation complained about the small quantity of provisions, which included ammunition and twine, but there is no comment on this from Indian Agent John McIntyre. In 1882, both Rat Portage and Islington “were in need of subsistence,” as many First Nations in Treaty 3 were unsuccessful in fishing and agriculture. However, Indian Agent McPherson stated that he needed to send a requisition to the Hudson’s Bay Company to provide people with their promised provisions. At the same time, the reports claimed that “many of the Indians in the meantime hav[e] found employment, [and] a quantity of those provisions were not used and are still on hand.”⁹⁸

100. Indian Inspector E. McColl noted that the Chief of Rat Portage complained about the supplies they received (including ammunition and twine), and that the amount was smaller compared to previous years. McColl stated that “This discrepancy, I afterwards discovered was caused by the Indian Superintendent

⁹⁴ Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1880, 330.

⁹⁵ Ibid.

⁹⁶ Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1883, 164.

⁹⁷ Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December 1888, 159; and Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1890, 28-731.

⁹⁸ Dominion of Canada. Annual Report of the Department of Indian Affairs for the Year Ended 31st December, 1883, 136.

here, having inadvertently omitted requisitions for provisions, twine and ammunition for one of the North West Angle Bands of Indians.”⁹⁹

101. These complaints show a disconnect between the expectations of the Anishinaabe Chiefs regarding ammunition and twine supplies and what the Crown was willing to provide. Ammunition and twine is part of Canada’s promise to assist First Nations in their hunting; fishing; and trapping. It is also part of the annual renewal of Treaty that was discussed earlier in this report. First Nations expected to meet with the Treaty Commissioners annually to discuss ongoing issues, but this never occurred. The only recourse for Treaty 3 First Nations was to petition the Indian Agent and do their best with the limited supplies that the government was willing to provide.

Conclusion

102. The promise to provide \$1500 annually for ammunition and twine followed the list of demands made by the Anishinaabe Chiefs. These demands originated in the gift-giving protocols between First Nations and the Crown that preceded the negotiation of Treaty 3. The historical record shows that there were discrepancies between what was promised in Treaty 3 for ammunition and twine, and what was supplied. Complaints by Chiefs about poor quality goods and uneven distribution of ammunition and twine show that the expectations of the Anishinaabe Chiefs far exceeded what the Crown was willing to provide.

⁹⁹ Ibid., 196.

Curriculum vitae
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Education

PhD, History 2011

University of Regina, Regina, Saskatchewan

- Dissertation: *Mediating the Numbered Treaties: Eyewitness Accounts of the Numbered treaties Between the Crown and Indigenous Peoples, 1871-1876*
- Committee members: Dr. Winona Wheeler (supervisor), Dr. William Brennan, Dr. James Pitsula, Dr. Blair Stonechild
- External examiner: Dr. Ken Coates

MA, Canadian Studies and Indigenous Studies 1998

Trent University, Peterborough, Ontario

BA, Honours, Native Studies 1995

University of Saskatchewan, Saskatoon, Saskatchewan

Employment

Director of Research, Office of the Treaty Commissioner, Saskatoon SK	2020-Current
Research Analyst, Athabasca University, Athabasca AB	2008-2019
Lecturer, First Nations University of Canada, Saskatoon SK	2003-2007
Instructor, First Nations Studies, Malaspina University-College	2000-2003
Lecturer, First Nations University of Canada, Saskatoon SK	1997-2000

Honours and Awards

Queen Elizabeth II Platinum Jubilee Medal, 2023
Athabasca University, President's Award for Research Excellence, 2015.

Grants Received

Commemorate Canada, Celebrating the Sesquicentennial of Treaty Four, 2024.
Library and Archives Canada, Digitizing Treaty Elders Oral Histories, 2023.
Digitizing Hidden Collections: Council on Library and Information Resources, Arlington VA, 2022-2025.

Heritage Canada, Making Public Spaces Safe in Covid-19, 2022.
Saskatchewan Council of Archives and Archivists, Institutional Grant, 2021.
Social Sciences and Humanities Research Council, Partnership Engage Grant with Montreal Lake Cree Nation, 2021.

Publications

The Hidden Treaty: The Woodland Cree Treaty 1889, manuscript in progress, 2024.

Krasowski, Sheldon. *No Surrender: The Land Remains Indigenous* (Regina: University of Regina Press, 2019). Foreword by Dr. Winona Wheeler.

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CTV, Hundreds gather to mark 150th anniversary of Treaty 4 signing in Fort Qu'Appelle, September 15, 2024

CBC, Blue Sky, Treaty 4 was signed 150 years ago. Here's why it matters today September 12, 2024

APTN News, 150th anniversary of the signing of Treaty 4 – what should people know about it?
August 8, 2024

The Secret Life of Canada, Season 6, Episode 10: Treaty 6, June 28, 2024

Media Indigena, Trust, Truth and Treaties Episode 276, Dec. 4, 2021

History Slam Episode 130, March 13, 2019

Teaching Experience

Adjunct Faculty, University of Saskatchewan **2020 - Current**

- INDG 107: Introduction to Indigenous Studies
- INDG 268: Indigenous Narratives of Historical Memory
- FREN315: Translating Indian Residential School Documents from French to English

Sessional Lecturer, University of Calgary **2011 – 2012**

- Indigenous Studies 407: Comparative International Indigenous Communities
- History 213: Canada Since 1867

Instructor, Blue Quills First Nations College **2009 - 2010**

- History 224: History of Canada to 1867
- History 225: History of Canada, 1867 to the Present
- Indigenous Studies 368: History of Canada's First Nations to 1830
- Indigenous Studies 369: History of Canada's First Nations, 1830 to the present

Tutor, Athabasca University **2003 - 2009**

- Indigenous Studies 377: Topics in Aboriginal Governance

Sessional Lecturer, First Nations University of Canada, Saskatoon Campus

1997 - 2007

- Indigenous Studies 100: Introduction to Indigenous Studies I
- Indigenous Studies 101: Introduction to Indigenous Studies II
- Indigenous Studies 222: Northwest Coast Cultures and Histories
- Indigenous Studies 228: Indigenous History in Eastern Canada
- Indigenous Studies 229: Indigenous History in Western Canada

- Indigenous Studies 236: Indigenous Environmental and Geographical Systems
- Indigenous Studies 238: Indigenous Identity
- Indigenous Studies 280: Research Methods

Sessional Lecturer, First Nations University of Canada, Meadow Lake Campus

2005 - 2006

- Indigenous Studies 100: Introduction to Indigenous Studies I
- Indigenous Studies 101: Introduction to Indigenous Studies II

Sessional Lecturer, First Nations University of Canada, Sweetgrass First Nation

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- Indigenous Studies 100: Introduction to Indigenous Studies I

Sessional Lecturer, University of Saskatchewan, Prince Albert, Saskatchewan

2004 -2005

- Native Studies 105: Introduction to Native Studies

Sessional Lecturer, University of Saskatchewan, Saskatoon, Saskatchewan

2003 - 2004

- Native Studies 209: Introduction to Research Methods
- Native Studies 310: Native Peoples and the Fur Trade

Instructor, Malaspina University-College

2000 - 2002

- First Nations Studies 230: Media Representation and Colonization
- First Nations Studies 271: First Nations Oral Histories in Canada, with Elder Qwulshemut
- First Nations Studies 320: Introduction to Colonization
- First Nations Studies 321: Research Methods in History
- First Nations Studies 325: First Nations Perspectives and the Natural Environment
- First Nations Studies 305: Theoretical Perspectives

FORM 53

Courts of Justice Act

ACKNOWLEDGMENT OF EXPERT'S DUTY

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WABASEEMOONG INDEPENDENT NATIONS, on behalf of all **TREATY 3 FIRST NATIONS**
and
CHIEF WAYLON SCOTT, on his own behalf and on behalf of all members of the **WABASEEMOONG**
INDEPENDENT NATIONS and all members of **TREATY 3 FIRST NATIONS**

Plaintiff

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the **ATTORNEY GENERAL OF CANADA**

Defendant

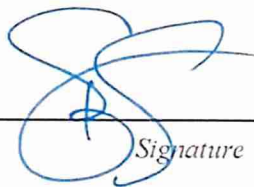
ACKNOWLEDGMENT OF EXPERT'S DUTY

1. My name is **SHELDON KRASOWSKI** I live at Saskatoon in the Province of Saskatchewan, Canada.
2. I have been engaged by or on behalf of **WABASEEMOONG INDEPENDENT NATIONS** to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
 - (a) to provide opinion evidence that is fair, objective and non-partisan;
 - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
 - (c) to provide such additional assistance as the court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

5. I certify that I am satisfied as to the authenticity of every authority or other document or record to which I have referred in the expert report accompanying this form, other than:
- a. documents and records provided to me by or on behalf of the party intending to call me as a witness and consisting of evidence or potential evidence in the court proceeding that I have analysed or interpreted in my report;
 - b. authorities and other documents and records to which I have referred in my report **only** in order to address how another expert witness in the same court proceeding has used them in their report; and
 - c. the following authorities, documents and records, for which I have doubts as to their authenticity as detailed within my report:

N/A

Date October 23, 2025



Signature

RCP-E 53 (September 1, 2024)

CONFIDENTIAL, CV-27-00000001-0001

-and- HIS MAJESTY THE KING
Defendants

Kenora Courthouse
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