

**“WE HAVE KEPT OUR PART
OF THE TREATY”**

**THE ANISHINAABE
UNDERSTANDING OF TREATY #3**

**Grand Council Treaty #3
P.O. Box 1720
Kenora, Ontario P9N 3X7**

3 October 2011



Chief Powassin mending his canoe (circa 1910)

**Grand Council Treaty #3 is an association of 25 Anishinaabe First Nations, located
in Northwestern Ontario and Southeastern Manitoba.**

I will tell you what he [the Great Spirit] said to us when he planted us here; the rules that we should follow - us Indians - He has given us rules that we should follow to govern us rightly. Chief Mawintoopinesse on 3 October 1873



THE AGREEMENT KNOWN AS TREATY #3

On 3 October 1873, at Northwest Angle, Lake of the Woods, the *Agreement known as Treaty #3* was concluded with these words by Chief Mawintoopinesse of Rainy River, one of the principal speakers - ***Kaagigina Aatigiziwa*** . Treaty #3 was negotiated upon ancestral territory of the Anishinaabe peoples - ***O'aki***, at a site later determined to be within the United States, at Harrison Creek on Northwest Angle Inlet.

Begun in 1869, the negotiations had been difficult and protracted. Previous efforts in 1871 and 1872 had failed. When negotiations were finally concluded a written document was prepared by the Canadian Government. This document, known as *Treaty #3 as published by Canada*, is not a complete record of the *Agreement known as Treaty #3*. There are important discrepancies.

Treaty #3 as published by Canada cannot be translated literally into ***Anishinaabemowin***. Other records of the negotiations show that some points agreed upon by First Nations and Treaty Commissioners, were not included. The *Agreement known as Treaty #3* is not identical with *Treaty #3 as published by Canada*.



Chief Thomas Lindsay

No single document completely covers all terms of the *Agreement known as*

Treaty #3. All records of the negotiations, and recollections of the participants, must be considered to develop a full understanding of the terms that are part of Treaty #3. True knowledge of the *Agreement known as Treaty #3* was held by the chiefs and repeated when Canada later breached its promises. Elders call this *Manitou Maznigai'gan* and the *Agreement known as Treaty #3* includes the spirit and Intent of the Treaty - *Miinigozii'onan*.



Now when the treaty was made, there were solemn promises that this allowance would last as long as an Indian live-

At that time, the Governor was at the Angle and pointing towards the East, taking the name of the Queen to witness, he said that all the promises would be kept. Taking hold of a pan he said that we would eat of the same pan as brothers- How is it now that the Department is going back on these promises and upset down the pan?

What is it that has turned up that things are to be changed?

Now we want the pan to be turned up again and be brothers and receive what we were promised.

Having kept faith with the Department it is only but fair that we should expect that they would keep it towards us. We have kept our part of the Treaty, is it not hard that the government should not keep theirs?

Petition of Lake of the Woods Chiefs on 18 July 1892

FISHING RIGHTS -

Kiigokewin

THE HISTORICAL RECORD

Fishing - *Kiigookewin* has always been an important part of the Anishinaabe peoples economy



and of their spiritual relationship to the land. An immense spring spawning run of sturgeon in the Rainy River fed early Indians as they built ceremonial mounds. In the 19th century, sturgeon fed large groups of up to 1,500 Anishinaabe peoples who came to Rainy River for the annual ceremonies of the Midewiwin. Fisheries were managed *Maanchi chi' ga'win* by Anishinaabe peoples to provide a substantial sustained harvest for food and trade.

One product of the traditional fishery, isinglass made from sturgeon air bladders, was a highly valued trade item in the 19th century. Traders purchased thousands of pounds. Caviar and sturgeon meat were also valued commodities.

THE AGREEMENT KNOWN AS TREATY #3

Treaty #3 as published by Canada included a provision for Canada to supply

twine to make nets:

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.

The fishing right *Kiigookewin* is described in *Treaty #3 as published by Canada* as follows:

Her Majesty further agrees with her said Indians, that they, the said Indians, **shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by her Government of her Dominion of Canada**, and saving and excepting such tracts as may from time to time be required or taken up for settlement, mining, lumbering or other purposes, by her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefore by the said Government.

EVIDENCE FOR WHAT WAS ACTUALLY PROMISED

Anishinaabe peoples understanding of Treaty #3 did not include any right of the federal government to regulate Indian fisheries. **The agreement as "first explained" guaranteed their right to fish- *Kiigookewin* "without hindrance."** Lieutenant Governor Alexander Morris stated that the treaty agreement gave "permission to the Indians to hunt over the ceded territory and to fish in the waters thereof, excepting such portions of the territory as pass from the Crown into the occupation of individuals or otherwise. **Anishinaabe fisheries were never "surrendered."** Chief Conducumewininie of Northwest Angle Band 33 explained in 1890 his understanding - *Miinigosii'onan*:

When the Treaty was made with us at the North-West Angle we saw the lips of the Government moving, but now they are closed in silence, and we do not know what is done in the councils of our mother, the Queen. ... When we gave up our lands to the Queen **we did not surrender our fish to her, as the Great Spirit made them for our special use.**

Treaty Commissioner Simon Dawson recalled the promises made during Treaty #3 negotiations during which Anishinaabe peoples were told that they would **"forever have the use of their fisheries."** In 1888 he explained his recollection:

as an inducement to the Indians to sign the Treaty, the commissioners pointed out to them that, along with the land reserves and money payments, **they would forever have the use of their fisheries.** This point was strongly insisted on and it had great weight with the Indians, who for some years previously had persistently refused to enter into any Treaty.

Fisheries were an important consideration when the Surveyor-General of Canada met, in 1875, with Rainy River Chiefs to agree on reserve locations. Reserves were established at traditional fishing stations, such as Manitou Rapids. The 1875 agreement also contained provisions should public works damage fisheries:

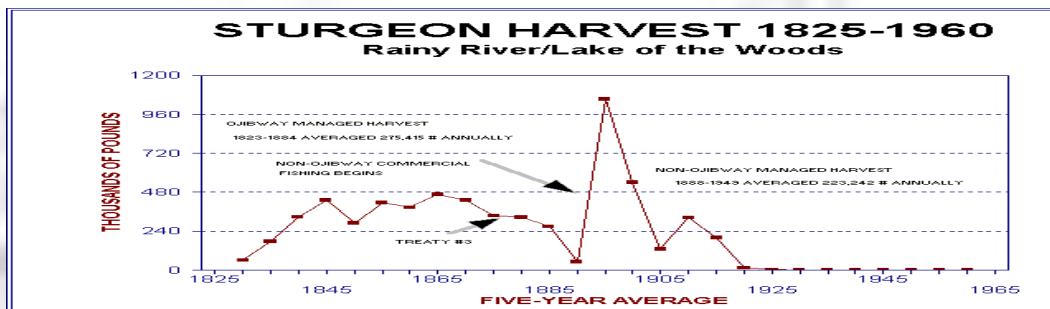
It is also understood that the Government shall have the right to construct canal locks or other public works ... should they so desire in such case the Indians to be duly notified and if the Fisheries should be destroyed thereby the Indians to be fairly dealt with in consequence.

EVENTS AFTER TREATY

Two decades after the signing of Treaty #3, large-scale non-Anishinaabe commercial fishing began in the region. By 1892 Canada had granted the fishery to

non-Anishinaabe. This reallocation violated the treaty. First Nations had agreed to *share* their fisheries in 1873, but they had not surrendered their collective proprietary rights. Chief Sakatcheway had stated that in exchange for agricultural assistance: "The waters out of which you sometimes take food for yourselves, we will lend you in return." Eurocanadians seized Anishinaabe peoples fisheries. In 1892 Anishinaabe leaders petitioned the Canadian government:

... if no such licenses were granted it would be easier to put a stop to this whole sale depleting of the fish in the Lake - This, one of our main resources is getting more and more scarce and we can now hardly catch enough to feed ourselves in summer. ... Having kept faith with the Department it is only but fair that we should expect that they would keep it towards us. We have kept our part of the Treaty, is it not hard that the Government should not keep theirs.



As commercial overfishing by non-Anishinaabe continued, fish populations declined dramatically, particularly the more valuable sturgeon. In addition to declining fish stocks, Anishinaabe First Nations had to cope with interference by Ontario. In 1909 Rainy Lake and Rainy River Chiefs and Councillors protested:

We also wish to fish for ourselves all the year and no reserve seasons, its our daily food.

We don't want to be stopped and we don't want game inspectors cutting our lines and taking our nets.

In the Treaty paper we were allowed this privilege.

It is our right we only want to live.

Anishinaabe fishermen, unable to obtain commercial fishing licenses, could not provide for their families. According to the Fort Frances Indian Agent in 1938:

the Chiefs and Headmen ... had appointed a small delegation to go to Ottawa, to interview the Department in respect of their Treaty, the greatest discussion was in regard to Fishing and Hunting because the Game Wardens are seizing their nets and boats or taking them up in court and being fined for fishing. The Indians cannot make a living unless they are permitted to sell a few fish, as fishing and trapping is the only way they have of making a living ... If the Indians are not allowed to catch a few fish to sell, it will be as I was told by a few of my Indians, they said that if they could not sell a few fish to provide for their families, that they would have to go to jail, because they could not see their families starve, and I think they are telling the truth in that respect.

The Ontario response was summarized in 1939 when the Kenora Indian Agent commented:

Mr. Taylor, Deputy Minister of Ontario Game and Fisheries when talking to me last summer, said it was nothing to do with him, when asked how the Indians were going to make a living, It was "our Department's baby," not his, and the Indians were not going to live on the Province's moose, deer, fish &c, and some other way of their making a living should be devised by us. The Indians and all of us are very much discouraged, they say the Treaty was signed for "as long as the rivers flow &c," and we are breaking the treaty.

Ontario's recent management of Northwestern Ontario fishery resources had severe economic impacts on many Treaty #3 communities. Prior to 1978 these were heavily committed to commercial fishing. Since 1978 Ontario has imposed quotas on

fish species such as walleye, and transferred allocations to sport fishing. Its target for commercial fisheries on Lake of the Woods is "an eventual conversion of the majority



to more beneficial use by local residents through the tourist industry." This "conversion" led to a decline of jobs for Anishinaabe peoples and a transfer of the resource to tourist operations.

FISHING RIGHTS OF TREATY #3 ANISHINAABE

In 1986, Anishinaabe First Nations, through Grand Council Treaty #3, proposed that treaty rights be implemented under a management agreement with Ontario. The overall management goal was preservation and renewal of fish populations. Anishinaabe peoples requirements would have first priority, after conservation, of the available fish. This includes fish for food and sale, and exclusive fishing areas. The

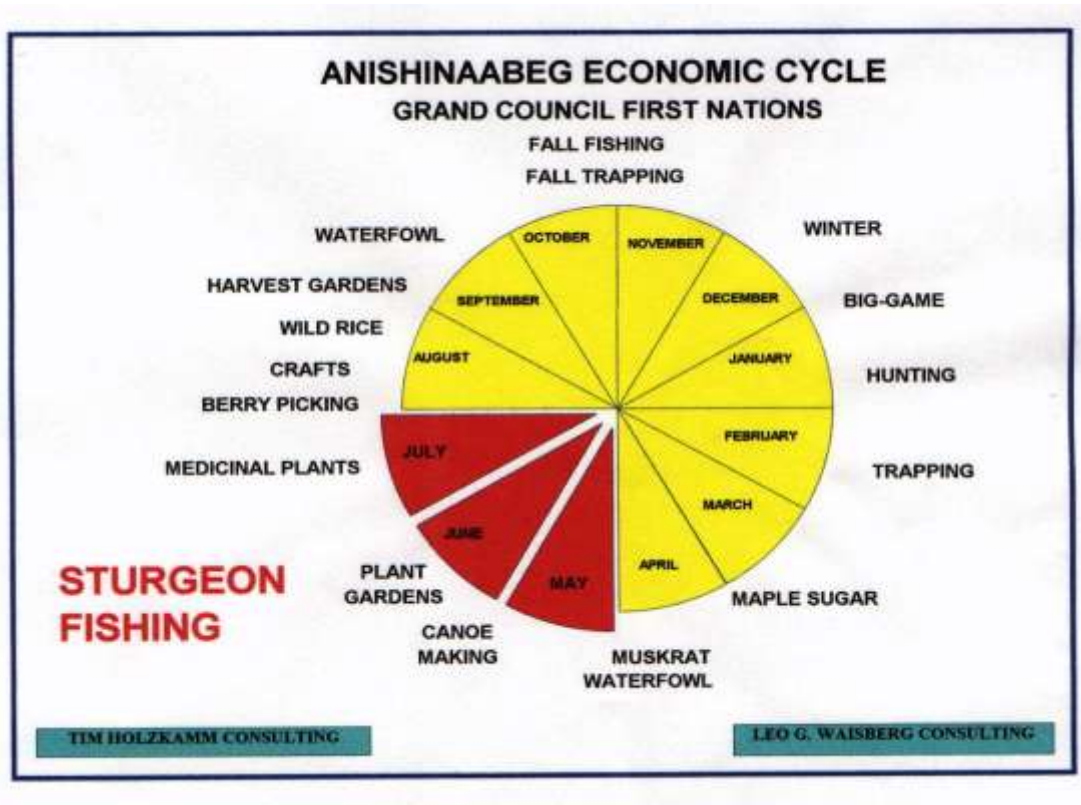
second priority would be the needs of local non-Indian residents. The third priority for the permitted catch would be local non-Indian commercial fishermen. The fourth priority would be the wants of non-Indian non-residents. Ontario withdrew from discussions of the proposed fishery agreement in 1986, and has continued to restrict First Nations treaty fishing rights. First Nations are still waiting to be "fairly dealt with."

Decisions by the Supreme Court of Canada in the *Sparrow* case, and the Ontario



Court of Appeal in the *Bombay* case, have decided that Indian requirements have priority after conservation goals are met. Recently the Supreme Court in *Delgamuukw* has noted that aboriginal title is a

recognized proprietary interest in land. In 1873, Treaty #3 First Nations retained their aboriginal rights to the fishery and this retention under aboriginal title guarantees priority access to Anishinaabe peoples and includes commercial sales and a food fishery. Anishinaabe peoples now seek to manage fishery resources *Maanchi chi' ga'win* degraded by over a century of non-Indian mismanagement.



AGRICULTURAL PROMISES -Manitou Gitigan

THE HISTORICAL RECORD

Manitou Gitigaan became an increasingly important part of the Anishinaabe peoples economy during the 19th century. Traditional garden sites on islands and along lake shores were well adapted to the environment of the region. First Nation farming fields have been documented in the records of the Hudson's Bay Company, missions, and government expeditions. Production of corn, potatoes, and other crops was an important element of the traditional economy. *Gitigaan* constituted a major source of



food to the rapidly expanding population, and to fur traders, missionaries, and settlers.

THE AGREEMENT KNOWN AS TREATY #3



Gitigaan assistance was an important aspect of treaty negotiations. The Anishinaabe peoples position in 1873 included the following: "ten cows and one bull", oxen, ploughs, harrows, garden utensils, teams of horses and harnesses, "she and he lambs and one sow and boar," and "30 bushels of wheat twenty bushels of peas and various kinds of garden seed." Such items were to be used for development of agriculture - *Manitou gitigaan*. According to Chief Sakatcheway:

His Band, he says, have little farms on English River, about a day's journey below the outlet of Lac Seul, and that 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, so that they do not require potatoes, but would be glad if Oats, Barley, Turnip seed, and other seeds were sent to Rat Portage next spring so that they could take them from thence to their farms in time to sow --

They would, also, like to get some agricultural tools, such as grub hoes, spades, rakes and harrows. These articles are absolutely necessary for them as they cannot be got in this section.

During Treaty negotiations Commissioner J.A.N. Provencher agreed that existing Anishinaabe peoples **Manitou Gitigaan** - garden locations would be retained:

Commissioner- 'There will be another undertaking between the officers of the Government and the Indians among themselves for the selection of the land; **they will have enough of good farming land, they may be sure of that.**'

Chief- 'Of course, if there is any particular part wanted by the public works they can shift us. **I understand that; but if we have gardens through the country, do you wish that the poor man should throw it right away?**'

Commissioner- 'Of course not'.

These negotiations resulted in the *Agreement known as Treaty # 3*. Anishinaabe negotiators secured substantial agricultural equipment and seeds. According to *Treaty #3 as published by Canada*:

It is further agreed between Her Majesty and the said Indians, that the following articles shall be supplied to any band of the said Indians who are now cultivating the soil, or who shall hereafter commence to cultivate the land, that is to say-- two hoes for every family actually cultivating; also one spade per family as aforesaid; one plough for every ten families as aforesaid; five harrows for every twenty families as aforesaid; one scythe for every family as aforesaid; and also one axe and one cross-cut saw, one hand saw, one pit saw, the necessary files, one grindstone, one auger for each band, and also for each Chief for the use of his band, one chest of ordinary carpenter's tools; also for each band, enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such band; also for each band, one yoke of oxen, one bull and four cows; all the aforesaid articles to be given once for all for the encouragement of the practice of agriculture among the Indians.

Treaty #3 as published by Canada includes specific reference to "**farming**" lands and protection for those lands already under cultivation by the First Nations:

And Her Majesty the Queen hereby agrees and undertakes to **lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians...**

EVENTS AFTER TREATY

Much work was done in clearing new lands on reserves, building houses, barns and fences, and in expanding their farms. By the early 1880s, over 200 acres of land were under cultivation on Lake of the Woods. On Rainy River, departmental officials spoke of "excellent fields:"

[the] industry and perseverance of these Indians are most remarkable. The appearance of their magnificent gardens would excite the admiration of the most advanced agriculturalists.

Anishinaabe farmers took advantage of new markets for their produce. Commercial sales to timber and railway companies provided new opportunities for First Nation farmers.

Disputes over farming promises arose soon after treaty. Plows, harrows and stock were distributed with insufficient instruction. Chiefs noted they interpreted the Treaty education promise to include not only reading and writing, but adult education in "**the art of farming**" and "**building**." Initially, the quality of equipment supplied under Treaty was defective. According to a government inquiry:

They have been furnished - by no fault of the Government which paid the price of prime supplies and implements - with inferior and old worn out cattle, or cattle too wild for working or dairying purposes, and with supplies of all kinds of the most inferior quality.

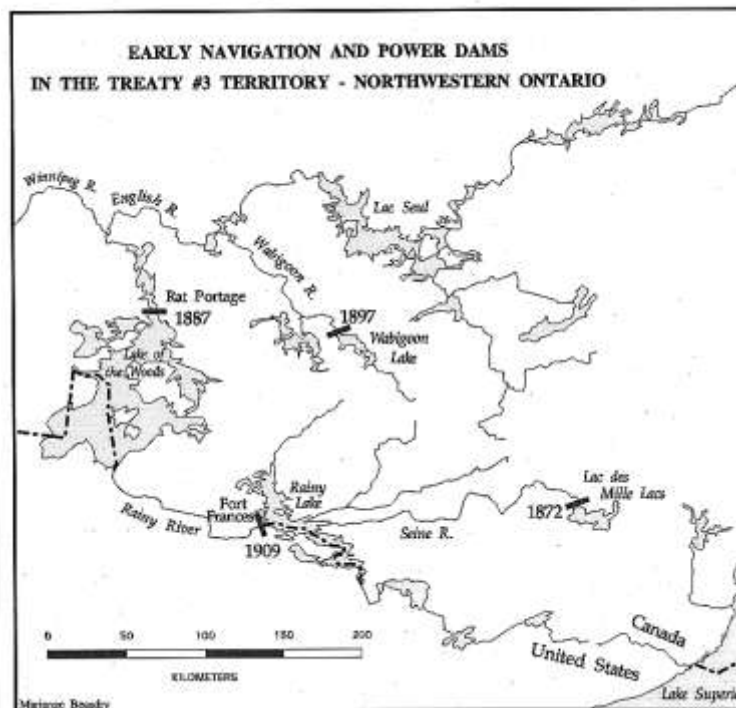
New families found it difficult to begin farming since, in contrast to the Chiefs' understanding, treaty terms for the provision of hoes was not extended to those families formed after treaty.



Despite these problems, agricultural activity expanded until 1882, when a poorly planned regulation by Canada brought agricultural development to an abrupt halt. Regulation of First Nations agricultural activities

by the Department of Indian Affairs had a severe negative impact upon sales by farmers. Amendments to the *Indian Act* in 1881 allowed federal control over the sale of Indian "grain or root crops or other produce." Customers were faced with jail and fines for purchasing from Indian farmers without written permission. Such regulation was a drastic violation of the treaty agreements made with Canada. In summarizing the treaties he had negotiated, Lieutenant Governor Morris noted "the fact of the reserves being scattered throughout the territories, will enable the Indians to obtain markets among the white settlers." The result of the new regulation was a drastic decrease in demand for Anishinaabe peoples crops by 1882. Many Chiefs petitioned for repeal and stated that farming had lost all attraction: "They were told to cultivate the soil, and forbidden to sell the products of the same, consequently their young men will not engage in farming." Without commercial sales, it became difficult to purchase new

equipment or cattle, or to make improvements. More Anishinaabe peoples returned to commercial hunting and trapping. Federal regulations of Anishinaabe agriculture increased after 1885, as the government asserted control over cattle. As late as 1909, a



Grand Council complained:

When the Government gave us our cattle we were not given to understand they would live forever. ... Has our Agent a right to charge us for killing our own cattle which the Government gave us? ... we do not understand our Agent at all.

In 1887 a navigation dam was built at the outlet of Lake of the Woods with federal assistance. It flooded the wild hay and rice fields *manomin* and backed up Rainy River as far as Long Sault:

many of the Indian gardens and nearly all their rice fields and hay lands were flooded and destroyed hence nearly all the Indian bands in the Coutcheeching and Assabaskashing agencies may, it is feared, be short of food for themselves and their cattle.

Many gardens were "submerged ... several feet under water so that boats could be sailed over them."

On Lake of the Woods, the amount of land cultivated declined to 15.25 acres in 1902, mostly small kitchen gardens. The number of Indian cattle fell to 61 by 1915. This decline had consequences for continued Anishinaabe peoples use of reserve lands, despite Treaty #3. Ontario secured court judgments by 1888 which were seen as granting title to all lands in the territory, including reserves. Because of the interest of Ontario in Treaty #3 reserves, Canada forbade First Nations from cutting green timber and further clearing their reserves. The lack of agriculture and timber clearing provided justification for taking reserve lands. Settlers, loggers, and government officials, dispossessed the Anishinaabe peoples.

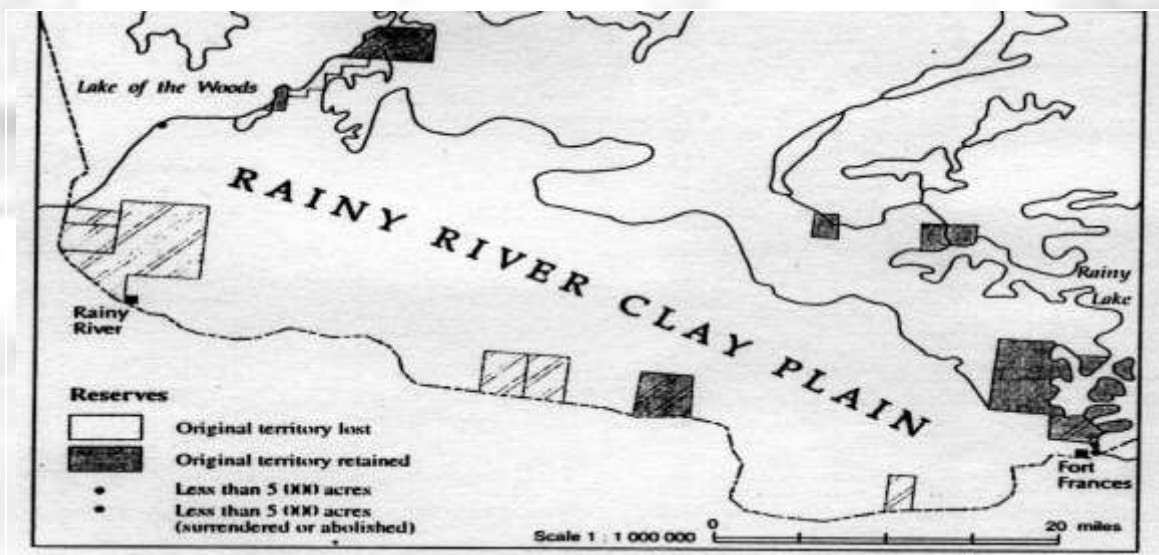
The first decade of the 20th century saw a significant shift in the attitude of the Department of Indian Affairs on issues relating to protection of Indian lands; surrenders or expropriations were encouraged. The Minister of Indian Affairs believed that Indians in Western Canada possessed "surplus" land: "the interests of the people must come first, and if it becomes a question between the Indians and the whites, the interest of the whites will have to be provided for." The policy of the Department soon reflected this view.

FARMING PROMISES MADE TO TREATY #3 ANISHINAABE

Development of modern commercial farming was an economic objective entrenched by Anishinaabe Chiefs in the *Agreement known as Treaty #3*. By 1900, after most Ojibwa farming had been reduced to subsistence gardens, settlers were

petitioning for sale of arable Indian reserves. Legislators frequently wrote to the Minister of Indian Affairs, as did James Conmee on 6 March 1906, to record their familiarity "with the local conditions" and to state that the "public interest" required that the reserves be "opened for settlement." The provincial Minister of Lands, Forests and Mines noted that "it was a pity to retard the growth and prosperity of the settlement... especially as the Indians are few in number, and will never cultivate the land to any extent." The Ontario Treasurer stated on 13 December 1905 to the federal Deputy Minister of Indian Affairs that the province was "not prepared to acquiesce in a large portion of the fairest lands in western Ontario passing figuratively but practically into mortmain."

As one condition for confirmation of Treaty 3 reserves, the province demanded in 1913 that Canada secure surrenders of all Rainy River reserves except one. Canada agreed, and directed Indian Affairs staff to achieve this end. By threats of removal



without payment, Ojibwa were forced to abandon their villages and relocate to Manitou Rapids. Over 43,000 acres of reserve lands, the most arable in the region, were taken. The seven Rainy River bands lost 89% of their land. Reserve areas on the clay plain

HUNTING RIGHTS -KIIOSE'WIN

THE HISTORICAL RECORD



Hunting - *Kiiose'win* animals for food and fur has been an important part of Anishinaabe life on the land since time immemorial. Anishinaabe hunting included practices now identified and includes trapping - *Onii'igewin*. Within Treaty #3 territory, First Nations hunting activities have been documented in records of the Hudson's Bay Company, the North West Company, missions, and government expeditions. These records note Anishinaabe peoples sales of both fur and meat to non-Indians. In the decade before treaty, the fur trade was prosperous and the country was "tolerably rich in furs." Anishinaabe hunters were traditionally effective managers of game - *Maanchi chi' ga'win*. Before the 20th century there was no significant Eurocanadian management of game resources. In the words of one pre-treaty missionary, Anishinaabe peoples "have skill to hunt and game on which to exercise it."

THE AGREEMENT KNOWN AS TREATY #3

Following several centuries of Anishinaabe-White relations, Treaty #3 was negotiated in the fall of 1873. *Treaty #3 as published by Canada* states:

Her Majesty further agrees with her said Indians, that they, the said Indians, **shall have right to pursue their avocations of hunting and fishing throughout the tract surrendered as hereinbefore described, subject to such regulations as may from time to time be made by her Government of her Dominion of Canada,** and saving and excepting such tracts as may from time to time be required or taken up for settlement, mining, lumbering or other purposes, by her said Government of the Dominion of Canada, or by any of the subjects thereof duly authorized therefore by the said Government.

A set of notes presented to Chief Powassan by Governor Morris at the signing of Treaty #3, and known as the *Paypom Treaty*, differs in many respects from *Treaty #3 as published by Canada*. The *Paypom Treaty* states: "The Indians will be free as by the past for their hunting and rice harvest. This Treaty will last as long as the sun will shine and water runs, that is to say forever." It is impossible to reconcile government regulation of Anishinaabe peoples hunting rights - *kiiiose'win* with treaty notes presented to Chief Powassan.

The Chief and Councillors of Lac Seul also understood the impact of regulatory control of their hunting. In a 1946 letter they stated:

Our understanding of the original Treaty was that we could hunt and fish without hindrance in the territory ceded by us. The Indians who signed Treaty could not possibly anticipate any future Government regulations which would change this, as Game and Fish laws were unknown to our forefathers. It seems reasonable to suppose that the white man who arranged the treaty must have known something about Game and Fish regulations even in those days of long ago. We believe if this had been fully explained to the Indians the Treaty either would not have been signed or would have contained a positive statement giving the Indians full right to hunt and fish without restrictions.

Treaty #3 as published by Canada promises to supply First Nations with ammunition

for their hunting:

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.

The Government clearly expected that hunting- *kiiose'win* would remain an integral part of First Nations' economy.

EVENTS AFTER TREATY

Toward the end of the 19th century sale of meat from game animals and fur was still encouraged by the Government. In 1889 Anishinaabe peoples near Rainy Lake harvested 250 moose and caribou. Caribou were present around Fort Frances until 1900 and were still plentiful along the east side of Lake of the Woods before 1915. Hunting *kiiose'win* - remains an important Anishinaabe peoples occupation.

By the early 20th century conditions changed, as Ontario increasingly restricted treaty hunting rights. In accepting the treaty First Nations agreed to *share* the game animals with Eurocanadians, but they did not surrender their interest in this resource. In 1909 Rainy Lake and Rainy River Chiefs and Councillors protested:

We have now no hunting grounds, our privileges were never taken from us by Treaty.
We may not kill moose now without someone interfering.
We want to know the reason why?
The White Man's laws do not stop the white man from destroying.
We like to live & let live & use our meat for food.
The time has come when we must have an understanding.
Are your words & the words of the Great White Queen our Mother to be as smoke.

A 1924 letter from Chief and Councillors at White Dog, published in the Kenora Miner and News states:

about the moose, deer and caribou and fur animals. The white men told the Indians I don't buy these from you and now the Department is going to look at me like a white man. That is the Department is going to stop me killing any of those.

We are asking the government to be the same agreement now as when the first treaty was made. That is all.



Ontario continued to deny treaty hunting rights off reserve and in 1933 passed special regulations that according to the Indian Agent, took:

away all the rights and privileges the Indians thought they had, under the meaning of the Treaty.

I don't know what can be done now, but it certainly seems to me we should take some action, as every Indian has to break the regulations to enable him to get food to exist.

Fishing and hunting is the most pressing of our problems, and something should be done immediately, the Chief and one of the Councillors from Islington Band were in to see me yesterday and said the Indians would be starving by Christmas as there was very little fur, and whitemen trapping in their territory, and legally they could not get fish or meat for food for themselves or their families ... previously I used to tell them to grow potatoes, put up fish and meat, now if I tell them to do this I am conniving in the breaking of the regulations, and presumably might be held liable myself.

The Department of Indian Affairs proved to be ineffective in protecting treaty hunting rights. In 1939 the Kenora Indian Agent observed:

Mr. Taylor, Deputy Minister of Ontario Game and Fisheries when talking to me last summer, said it was nothing to do with him, when asked how the Indians were going to make a living, It was "our Department's baby," not his, and the Indians were not going to live on the Provinces, moose, deer, fish &c, and some other way of their making a living should be devised by us.

Ontario's management of wildlife resources had severe impacts on many Treaty #3 First Nations. Non-Indian sport hunting is encouraged to the detriment of Anishinaabe peoples subsistence hunting - *Maanchi chi' ga'win kiiiose'win*. Provincial enforcement discriminates against ancient hunting practices such as torch hunting. Ontario has also set aside large areas of Treaty #3 as wilderness parks, where hunting is forbidden. Provincial mismanagement of forest resources also reduced available wildlife habitat.



MINERAL RIGHTS

Treaty #3 Anishinaabe Chiefs secured ownership of on-reserve minerals during negotiation of the 1873 *Agreement Known as Treaty #3*. With this promise in hand, Anishinaabe prospected for gold and silver after treaty, and participated in associated mineral exploration activities. Neither the federal nor provincial Crown lived up to the treaty agreement. Canada's version of *Treaty #3 as published by Canada* omitted any mention of mineral rights on-reserve. Ontario for many years denied Anishinaabe peoples rights to **any** part of the reserves, including minerals. The provincial government issued patents to reserve lands where Treaty #3 Anishinaabe peoples had discovered gold, and took these lands without any compensation. The largest mine in Northwestern Ontario was established on reserve, but that First Nation never made a penny, and still has not been compensated.

THE HISTORICAL RECORD

Anishinaabe peoples of Lake of the Woods, English River and Rainy Lake region used many subsurface materials: pipestone, pigments and dyes, clay and stone. The historic record also notes Anishinaabe peoples use of copper, silver and lead in manufactures like pipes and weapons. Considerable quantities of silver were purchased from European fur traders prior to treaty, and the value of gold to Euro-Canadians was well known.

Chiefs prior to treaty exercised control over mineral exploration by expeditions travelling through their homeland. Expansion of Canada after Confederation in 1867

led to final negotiations of *Treaty #3* in 1873 at Northwest Angle on Lake of the Woods. Negotiations had occurred in 1871 and 1872 but had failed. One reason for failure in 1872 was an Anishinaabe peoples objection to a proposed \$3 annuity when their country was seen as rich in precious minerals:

they are well informed as to the discovery of gold and silver to the west of the watershed, and have not been slow to give us their views as to the value of that discovery. "You offer us", said they, "\$3 per head and you have only to pick up gold and silver from our rocks to pay it many times over." The Chief of the section where the discoveries have taken place was emphatic in expressing his determination to keep miners from his country until he had been paid for his land.

After further negotiations in 1873, Chiefs agreed to permit settlement and to share resources in exchange for special rights and guarantees, a higher monetary payment and economic development assistance.

A primary concern of the Chiefs who entered into treaty with Canada was their *livelihood* after treaty. For this reason, much attention during final negotiations was devoted to economic assistance. Education and farming promises were made by Government Commissioners at Northwest Angle. Also made were promises that Anishinaabe peoples would reap the benefit of mineral development on their reserves, and could explore off-reserve. The minerals promise was recorded in several documents, including a newspaper account, notes of the commissioners, and in the record kept by an employee of the chiefs. *Treaty #3 as published by Canada* did not include this minerals promise.

When the Treaty was made at North West Angle in 1873, Chief Mawintoopinesse of Rainy River stated to Lt. Governor Morris that he held "fast all the promises you have made", in other words that he had committed them to memory. He

expected that the promises would last "as long as the sun goes round and the water flows." Within several years, a Chief of Rat Portage First Nation was obliged to remind Canada of this treaty obligation. While Canada's officials recognized that a mistake had been made in their own version, *Treaty #3 as published by Canada*, they did not prevent Ontario from taking gold-bearing reserve lands. That controversy illustrates some of the differences in approach between the two treaty-making parties in 1873, the Chiefs of the Anishinaabe Nation on one hand, and Treaty Commissioners acting for the Crown on the other.

THE AGREEMENT KNOWN AS TREATY #3

Promises were made orally by Canada's officials to the Chiefs, who could not read or understand English. Many promises are different from those recorded in *Treaty #3 as published by Canada*. *Treaty #3 as published by Canada* contains legalistic text, drafted by the Government. It includes many words of formal English which cannot be translated literally into Anishinaabemowin. This document, although prepared by Her Majesty's officials and endorsed as the treaty, is completely silent on the minerals promise. Other documents record the promise and explanatory discussion.

EVIDENCE FOR WHAT WAS ACTUALLY PROMISED

The minerals promise is noted by Lt. Governor Morris, the chief treaty commissioner, in his official report on treaty negotiations. As well, four other contemporaneous documents record the promise secured on the final day of

negotiations. Terms of the promise can be found in these collateral documents:

(A) the official report of Lt. Gov. Morris, recording the successful completion of the treaty at the Northwest Angle;

(B) the Shorthand Reporter's Account, by an anonymous witness to the treaty negotiations; the report was published originally in the newspaper *The Manitoban* in several editions in October 1873; the report was copied by Lt. Gov. Alexander Morris in his 1880 book, *Treaties of Canada with the Indians*;

(C) Treaty #3 Commissioner Simon J. Dawson's unpublished *Notes taken at Indian Treaty Northwest Angle, Lake of the Woods, from 30th Sept. 1873 to close of Treaty*;

(D) The Nolin Notes, authored by Joseph Nolin, an employee of the Chiefs at the treaty negotiations; a copy of his notes, entitled *The following are the terms of the Treaty held at Northwest Angle the Third day of October eighteen Hundred and seventy-three viz.*, was retained by Morris and attached to the official report;

(E) The Paypom Treaty, a copy of the Nolin Notes and similarly titled, was presented to Chief Powassan in 1873.

The actual promise **spoken** by Lt. Gov. Morris during negotiations was recorded in these sources collateral to *Treaty #3 as published by Canada*. **Each First Nation has a full beneficial interest in on-reserve minerals.**

A) Lt. Gov. Morris' Official Report

When Lt. Gov. Morris reported on the successful conclusion of a treaty at Northwest Angle, he stated that mineral rights had become an issue during negotiations. The Chiefs:

asked if the mines would be theirs; I said if they were found on their reserves it would be to their benefit, but not otherwise. They asked if an

Indian found a mine, would he be paid for it, I told them he could sell his information if he could find a purchaser like any other person.

B) Shorthand Reporter's Account

Lt. Gov. Morris in *Treaties of Canada with the Indians of Manitoba and the North-West Territories* referred to this account as "an accurate view of the course of the discussions." The reporter noted that Morris made this promise regarding minerals:

Chief - "Should we discover any metal that was of use, could we have the privilege of putting our own price on it?"

Governor - "If any important minerals are discovered on any of their reserves the minerals will be sold for their benefit with their consent, but not on any other land that discoveries may take place upon; as regards other discoveries, of course, the Indian is like any other man. He can sell his information if he can find a purchaser".

C) Dawson Notes

The reporter's record of the promise made by Morris is confirmed by another source. Simon J. Dawson was a federal treaty commissioner and well-known to most of the Chiefs. He was in charge of federal operations on the Dawson Road from Thunder Bay to the Prairies in 1873, and was later a Conservative M.P. for the district. Dawson recorded the promise in his notes as follows:

Manitobiness: ...If they should discover gold or silver would they have a right to it?

Govr. Morris: If minerals were found on the Reserve the mine would be administered for their benefit, otherwise, the Indians could not claim it.

D) Nolin Notes

The Chiefs retained a Métis named Joseph Nolin to keep a record of

negotiations. Lt. Gov. Morris secured a copy of his notes and attached it to the official report. Nolin also recorded the promise:

If some gold or silver mines be found in their reserves it will be to the benefit of the Indians, but if the Indians find any gold or silver mines out of their reserves they will only be paid the finding of the mines.

E) Paypom Treaty

Governor Morris presented a set of notes to Chief Powassan at the signing of treaty. Chief Powassan of Northwest Angle gave this copy to Carl Linde, for safe keeping. Linde gave the document some time later to Chief Alan Paypom of Washagamis Bay First Nation. The *Paypom Treaty* records a promise nearly identical to the Nolin Notes:

If some gold or silver mines be found in their reserves, it will be to the benefit of the Indians, but if the Indians find any gold or silver mines out of their reserves they will only be paid the finding of the mines.

COMMENTS ON MINERALS PROMISE MADE AFTER NEGOTIATIONS

The promise was noted in 1890 by Chief Thomas Lindsay of Ochiichagwe'babigo'ining First Nation:

We were promised at the Treaty that if we discovered any valuable minerals on the Reserves the land would be sold with our consent and the money placed to our Credit. Now we discovered Gold on the Reserve or Peninsula and we surrendered part of it to the Department and we now hear that the Keewatin Lumber Company lay claim to it. On the strength of the promise made to us at Treaty we Surrendered the land and we now hear that we are to loose it. We have always endeavoured to follow the promises we made to the Queen at the Treaty and we hope and trust the Queen will fulfill her promises made to us at the Treaty.

EVENTS AFTER TREATY

The minerals promise was immediately broken after Treaty. Reserve commissioners appointed by Canada in 1874 were instructed to avoid enclosing known mineral deposits within reserves. Despite this, Anishinaabe peoples did secure some mineral lands and did participate in the developing industry. According to an early report of the Department of Public Works:

The Indians, both of Rainy Lake and Lake of the Woods, have among them specimens of native gold and silver ore which they affirm is to be found in places known to them in abundance, and the rock formation is such as to corroborate their statement.

Anishinaabe peoples worked for mining companies directly and shared in allied developments such as guiding and wood cutting. The Seine River Chief opened a hotel on the Rainy Lake gold fields near his reserve.

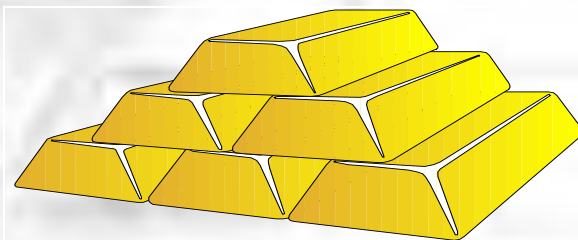
Other First Nations did not benefit from the minerals promise, despite having extensive deposits of valuable metals on their reserves. One case is the mine at Sultana Island on Indian Reserve 38B, which produced many thousands of ounces of gold. Anishinaabe peoples had discovered gold on the reserve, but the First Nation received no benefit. The beneficiary was Ontario. It had secured court judgments which were seen as granting it full title to all lands and resources covered by *The Agreement known as Treaty #3*, including reserves.



Federal officials recognized by 1899 that an error of omission had been made in *Treaty #3 as published by Canada*. In 1902, legal counsel for Ontario came to the same conclusion. As a matter of administrative convenience, Ontario recognized that Treaty #3 reserves would include mineral rights. This arrangement was eventually embodied in reciprocal federal-provincial legislation in 1924. Treaty #3 Anishinaabe peoples retained 100% of the proceeds of mineral development, rather than 50%, as was the case in other Ontario Indian reserves. In 1983 Ontario officials again questioned Anishinaabe peoples ownership of on-reserve minerals, and refused to agree that minerals were a treaty right. The matter was not clarified until 1991, when Ontario recognized that Treaty #3 reserves included full mineral rights.

MINERAL RIGHTS OF TREATY #3 ANISHINAABE

An on-reserve minerals promise was **not** recorded in *Treaty #3 as published by Canada*. Other documents do record a promise that Anishinaabe peoples would derive benefit from on-reserve minerals. *Treaty #3 as published by Canada* is not a complete record of the *Agreement known as Treaty #3*. The struggle by First Nations to enforce promises secured in the *Agreement known as Treaty #3* continues. There has been no settlement of outstanding claims of lost mineral proceeds. Revenues from these mines rightfully belong to those First Nations. The Treaty was not fulfilled.



FORESTRY AND WILD PLANT RIGHTS

THE HISTORICAL RECORD

Traditional Anishinaabe peoples knowledge of the forest, wild plants and their practical, sacred and medicinal uses is extensive. The basis of traditional Anishinaabe peoples material culture is forest products. In the words of one ***Kagitiziminaanik***: "There was nothing they didn't use that grew." Within Treaty #3, gathering of wild plants by First Nations members has been documented in records of the Hudson's Bay



Company, missions, and government expeditions.

Anishinaabe commercial sales of wild plant products were essential to the survival of early fur traders, missionaries, and settlers and were an important part of the pre-treaty economy. Manomin was planted in

lakes. Planned burns at selected locations aided blueberry production. Anishinaabe peoples management ***Maanchi chi' ga'win*** lasting centuries was responsible for extensive pine forests which covered Treaty #3 prior to 1873.

THE AGREEMENT KNOWN AS TREATY #3

During the first day of treaty negotiations Chiefs raised concerns over previously unfulfilled promises. These involved questions of sovereignty over land, water, and resources, including timber taken for the Dawson Road, a route leading from Thunder Bay to Red River through Treaty #3 territory. The First Nations' position focused upon their ownership of all resources: "What the Commissioners called 'small matters' were great to them ... it was the Indian's country, not the white man's." After further exchanges which satisfied neither party, Governor Morris was permitted to



outline the terms which would be offered. The argument was never resolved.

Chiefs and Elders present at the negotiations later stated that they had not surrendered their resources at Treaty. First Nations had agreed to share forest and

lake resources with Eurocanadians. When Governor Morris stated on the first day of negotiations: "Wood and water were the gift of the Great Spirit, and were made alike for the good of both the white man and red man." The Chief responded: "What was said about the trees and rivers was quite true, but it was the Indian's country, not the white man's."

Wild plant resources were not specifically noted in *Treaty #3 as published by Canada*. Manomin is covered under the *Agreement known as Treaty #3*. A set of notes presented by Governor Morris to Chief Powassan at the signing of Treaty #3, known as the *Paypom Treaty*, differs in many respects from *Treaty #3 as published by Canada*.

The text of the *Paypom Treaty* reads: "The Indians will be free as by the past for their hunting and rice harvest." The Nolin Notes, submitted by Governor Morris as an appendix to his official report of 14 October 1873, contain identical text.

Manomin has a central place in Anishinaabe spiritual life and economy. *Treaty #3 as published by Canada* offers protection to lands that were already under cultivation. Many *manomin* beds were deliberately planted by Anishinaabe. Traditional

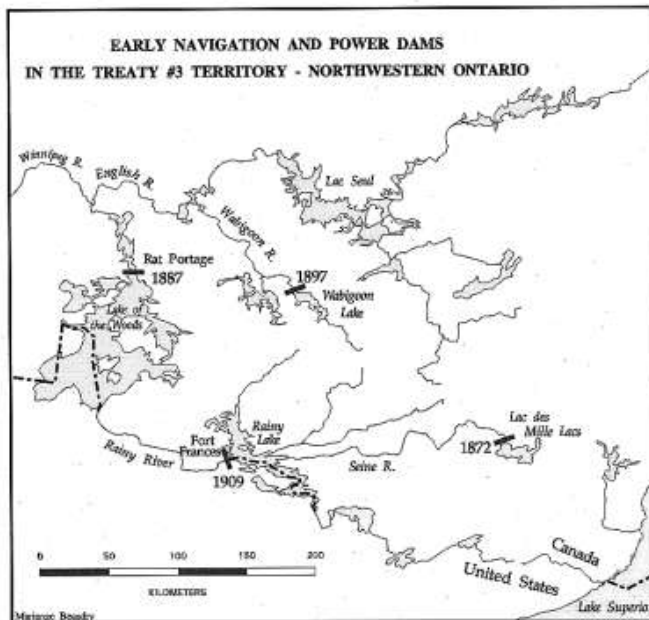


Anishinaabe peoples management *Maanchi chi' ga'win* of manomin is inextricably interwoven with their use of forest resources. To be "*free as by the past for their ... rice harvest*" involves: construction of housing near manomin beds; manufacture of

canoes to gather and plant manomin; fabrication of containers and tools for harvesting, processing, and storing manomin; and collection of firewood. All of these traditional activities involved use of wild plants.

Access rights were dealt with during the final day of negotiations. According to one Chief: "We must have the privilege of travelling about the country where it is vacant." This was confirmed by a representative of the government. The lakes and rivers were the primary means of travel. For First Nations at that time, this meant travel in birchbark canoes. Birchbark canoes were entirely products of the forest: birchbark -*wiigwaas* was used for the covering of a framework made of cedar and fastened with vegetal fibres; sheets of bark were stitched with watap made from tree roots; seams

were waterproofed with pitch; and the finished canoe was propelled with a paddle made of wood.



EVENTS AFTER TREATY

Reserves set aside under Treaty contained valuable timber. First Nations were unable to obtain approval from the Department of Indian Affairs to harvest green timber from their Reserves. Instead the Department pressured First Nations to surrender timber for cutting by Eurocanadian companies. Timber trespass was a recurring problem. Large-scale clearcuts destroyed not only timber, but destroyed food and sacred medicinal plants, damaged wildlife habitat, and polluted lakes and rivers with sawdust and waste chemicals from mills. By the early 20th century Anishinaabe peoples found difficulty obtaining employment in the timber industry. Increasingly, the Department of Indian Affairs regarded issuing of permits to First Nations to harvest reserve timber as a means of avoiding relief payments. In 1915 the Kenora Indian Agent was warned by the Department that:

Your instructions were to give permits to the Indians of Whitefish Bay, to cut what you consider they would actually require to carry them through the approaching Winter Season, as a measure of relief, and no more. ...

The Indians of this band should be told that the Department will not permit the cutting of green pine in such quantities, in future, and possibly not any, as there is plenty of dry on the Reserve.

Treaty promises came to be increasingly ignored as resources were destroyed or taken. Construction of power and navigation dams had a devastating effect upon the plants used by many Anishinaabe throughout Treaty #3 territory. High water levels drowned lakeside gardens and hay meadows and destroyed *manomin* beds and submerged timber along the shore and inland.

In 1892 a Grand Council sought Canada's protection from high water levels on Lake of the Woods:

Ever since the dam has been put up in the river, the water keeps high, destroying the wild rice crop, which is of the principal cause of our starving in winter time-

The Prime Minister of Canada was an investor in a company which benefitted from high water. Again in 1909 a Grand Council stated:



We have allowed you to build dams & powers to our loss our Rice Fields & hay meadows are now flooded and our yearly supply of wild rice is no more because of the Dam at Kenora.

We therefore suffer hunger our native food is taken away from us.

Again we wish to be notified and our Reservation in

a way protected. ...

We ask for fair play. How much compensation will you pay us for our grounds?

The Department of Indian Affairs failed to protect treaty rights. Canada did not permit evidence of damages to Indian lands to be placed before the International Joint Commission of Lake of the Woods. According to Chief Namaypock of Rainy River:

Trees and bushes...growing along this original beach but are now broken and fallen down and lying in the water. The water extends inland from

one-half mile in some places to as much as two or three miles in other places. Logs and brush have been driven inland from the old beach as far as a mile in some places. ... The land that is overflowed around the shore as above mentioned is good rich land and at one time had fine crops on it which made good hay. My understanding is that the dam built by the Canadians at the outlet of the lake has been the cause of water rising.



EDUCATION RIGHTS -KINAAMAAGOMIN

Treaty #3 Chiefs secured promises of education assistance during negotiations for the Treaty. Canada would establish a school whenever a First Nation desired it, and that school would assist training in farming and construction.

Canada did not live up to its obligations. Its version of *Treaty #3 as published by Canada*, allowed it to provide schools only when "advisable." Canada refused to establish schools under First Nation control, and permitted Christian missionaries to dominate reserve and boarding schools. Chiefs made numerous attempts during the 1870s and 1880s to correct government misinterpretation, to no effect.

THE HISTORICAL RECORD



The Anishinaabe peoples of Lake of the Woods, English River and Rainy Lake region maintained a traditional education system prior to Eurocanadian settlement. This system was based upon knowledge of the Elders- ***Kagitziiminaanik***, and was disseminated to the young at appropriate times, to achieve knowledge of the physical world and understand Anishinaabe peoples traditions -***Kinaamaage'wat***. New ideas for education, suggested by Christian missionaries on the Rainy River during the 1840s, were carefully considered

by Chiefs and Elders at annual Grand Councils.

Expansion of Canada westward after Confederation in 1867 led to negotiation of the *Agreement known as Treaty #3* in 1873 at Northwest Angle on Lake of the Woods. Chiefs agreed to permit settlement and share resources of their country, in exchange for specific rights, and economic development assistance. One of the main concerns of Chiefs was education, which in their view was a "Great and Good Thing." Education promises were made by Treaty Commissioners. These were recorded in several documents, including newspaper accounts, notes of the commissioners, and in *Treaty #3 as published by Canada*.

During Treaty #3 discussions, Chief Mawintoopinesse stated to Lt. Governor Morris that he held "fast all the promises you have made", in other words that he had committed them to memory. He hoped that the promises would last "as long as the sun goes round and the water flows." Within several years, this Chief was to argue with federal officials over the exact meaning of the education treaty promise. When Chief Mawintoopinesse notified the government that his people wished a school and a teacher, he was informed that he would have to build the schoolhouse. The Chief understood that the answer was a breach of the Treaty. That controversy illustrates some of the differences in approach between the two treaty-making parties in 1873, the Chiefs of the Anishinaabe Nation on one hand, and Treaty Commissioners acting for the Crown on the other.

THE DOCUMENT PUBLISHED BY CANADA

Promises were made orally to the Chiefs, who could not read or understand English, during the Treaty #3 negotiations. These promises are different from the

limited education promise recorded in the text of the agreement prepared by the commissioners for Canada. The education promise in *Treaty #3 as published by Canada* is limited by three conditions. First, the Indians on a reserve must "desire it." Secondly, the establishment of a school must "seem advisable" to the Government of Canada. Thirdly, the schools will be maintained "in such reserves hereby made" under Treaty #3:

And further, Her Majesty the Queen agrees to maintain schools for instruction in such reserves hereby made as to her Government of her Dominion of Canada may seem advisable, whenever the Indians of the reserve shall desire it.

EVIDENCE FOR WHAT WAS ACTUALLY PROMISED

The *Agreement known as Treaty #3* was noted in two documents which are:

(A) the Shorthand Reporter's Account, by an anonymous witness to the treaty negotiations: the report was published originally in the newspaper *The Manitoban* in several editions in October 1873; the report was copied by Lt. Gov. Alexander Morris in his 1880 book, *Treaties of Canada with the Indians*.

(B) Treaty #3 Commissioner Simon J. Dawson's unpublished *Notes taken at Indian Treaty Northwest Angle, Lake of the Woods, from 30th Sept. 1873 to close of Treaty*; The promise did not include any condition that the Government, following a Band request to establish a school, would have to deem it "advisable," or that the school would have to be located "in such reserves hereby made." Instead, the promise was simple, the Government would build a school after a First Nation requested it.

A) Shorthand Reporter's Account

Lt. Gov. Morris in *Treaties of Canada with the Indians of Manitoba and the North-West Territories* referred to this account as "an accurate view of the course of the discussions." The reporter noted that Morris made this promise:

His Excellency then said - 'I told you I was to make the treaty on the part of our Great Mother the Queen, and I feel it will be for your good and your children's...I want to settle all matters both of the past and the present, so that the white and red man will always be friends. I will give you lands for farms, and also reserves for your own use...**I will also establish schools whenever any band asks for them, so that your children may have the learning of the white man.**

There is no additional condition recorded. There is no necessity for the Government to deem it "advisable" prior to a school being established, and also to a school having to be established on reserve. **The only condition listed is that "establishment" will occur "whenever any band asks for" a school.**

B) Dawson Notes

The reporter's record of the promise given by Morris is confirmed by another document. Treaty commissioner Dawson was well-known to most of the Chiefs. He was in charge of federal operations on the Dawson Road and later, a Conservative M.P. for the district. Dawson recorded the promise in his notes as follows:

Govr. Morris said, I told you I wanted to make a treaty with you on account of my mistress the Queen and on your account. That is the reason I am here...We are all children of the same Great Spirit and I want to settle all matters so that the white and red men will always be friends. I want to have lands for farms reserved for your own use so that the white man cannot interfere with them ...**I am glad to learn that some of you wish your children to learn the cunning of the white man and on application of a Band, a school will be established.**

The promise is recorded in ordinary English in these two sources. The education promise does not contain conditions added in *Treaty #3 as published by Canada*.

OTHER COMMENTS ON EDUCATION MADE DURING NEGOTIATIONS

There are other passages dealing with education. The statements of Lt. Governor Morris explain the education promise. These comments arose during a speech by Chief Sakatcheway, of Grassy Narrows and Wabauskang. Morris later approved the Chief's desire for education. The words were recorded by the shorthand reporter:

CHIEF OF LAC SEUL--...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. This is all I have to say.

GOVERNOR -- What the Chief has said is reasonable...I wish you were all of the same mind as the Chief who has just spoken. He wants his children to be taught. He is right. He wants to get cattle to help him to raise grain for his children. It would be a good thing for you to be all of his mind, and then you would not go away without making this treaty with me.

This discussion does not limit education to on-reserve schooling. Morris did not inform the Chief that the promise could be limited by changing policy, or by an unwillingness to spend funds. It is important to understand the context of these statements by Chief Sakatcheway and Morris. The Chief's speech came at a crisis in treaty negotiations, when it appeared that talks would collapse, and no treaty would be signed. Sakatcheway's speech led to further study by Anishinaabe negotiators and final settlement on terms suggested by the Chief.

The above passages are pivotal to the process by which Treaty #3 was made. First, Lt. Governor Morris made his initial offers of a number of things, including the education promise recorded in the two sources noted earlier. Negotiations were about to collapse when Chief Sakatcheway made his speech. He said, in effect, "add some money and farm support, note our alliance and my plans for our children to learn from you, and I will take the treaty." He spoke about what he understood education to be, and it was not limited to schools located only on-reserve. He clearly understood it to mean sending First Nation children to study with the white men. In response, Morris made no effort to say to the Chief that he was mistaken, that only schools on reserve were promised, subject to the discretion of government. Instead he complimented the Chief's comments and said that other Chiefs should follow his lead. They did, and a treaty was signed next day.



EVENTS AFTER TREATY

The education promise was almost immediately broken. Chief Mawintoopinesse was informed that First Nations would have to build schools before the government would supply a teacher, as the government did not deem it advisable to establish a

school on reserve. Its policy was to allow missions to construct schools and provide teachers, which it would supplement with a grant. Chief Mawintoopinesse died in 1890 without ever seeing a well-funded and efficient day school built on his reserve.

Lieutenant Governor Morris in his memoir on treaty negotiations, himself remembered that:

The treaties provide for the establishment of schools, on the reserves, for the instruction of the Indian children. This is a very important feature, and is deserving of being pressed with the utmost energy. The new generation can be trained in the habits and ways of civilized life - prepared to encounter the difficulties with which they will be surrounded , by the influx of settlers, and fitted for maintaining themselves as tillers of the soil. The erection of a school-house on a reserve will be attended with slight expense, and the Indians would often give their labour towards its construction.

Morris is clear regarding his promises and those of the Commissioners regarding education.

EDUCATION RIGHTS OF TREATY #3 ANISHINAABE

The education promise under the *Agreement known as Treaty #3*, was not limited by place or government notions of advisability. Schools would be established when First Nations requested them. Children could be sent to study off-reserve. No limits to these promises were noted. The education right of Anishinaabe peoples must be interpreted in a flexible, liberal way that is sensitive to the evolution of changes in teaching methodology practices.



SELF- GOVERNMENT - BIMI'ONITIZOWIN

TRADITIONAL SOVEREIGNTY

Rules for governing among the Treaty #3 Anishinaabe peoples were declared by Chief Mawintoopinesse to originate with the **Great Spirit -*Manitou Innakonig'ewin***: "We think where we are is our property. I will tell you what he said to us when he planted us here; the rules that we should follow - us Indians - **He has given us rules that we should follow to govern us rightly**".

Anishinaabe leadership- ***Kaagigina Aatigiziwat*** was based on competence, service, achievements and kinship relationships. The political system was based upon a deep belief in democracy and egalitarianism. Because Anishinaabe peoples were located in a rich environment of subsistence and commercial resources, they developed a highly organized political system. In response to warfare with Dakota,



increasing populations and village size, intensive fur trading and interactions with the Imperial government in the late 18th century and early 19 century, Anishinaabe peoples governance required greater integration of leadership. Grand Councils, or Councils of Chiefs, took on great importance in providing political coordination. The Midewiwin or Grand Medicine Society also fulfilled a larger role integrating larger assemblages.

Anishinaabe leadership ***Kaagigina Atigiziwat*** responded to these changes by diffusing into specialized roles such as Civil Chief, War Chief, Pipe Chief, Talking Chief and Rice Chief. The Midewiwin also organized into ranked positions.

The rank of Grand Chief has been established among Anishinaabe peoples since the middle of the eighteenth century. According to later explorer and trader Alexander Mackenzie, Lac La Pluie (Fort Frances) on the Rainy River was the ancestral residence of the first chief, Nittum: "He is by distinction called Nectam [Nittum], which implies personal pre-eminence. Here also the elders meet in council to treat of peace and war."

According to Chief Nittum's great grandson, Anacamegishca, Nittum attained his reputation as Grand Chief by bravery, acuity and prudence in council. Nittum's influence extended beyond the region of Rainy Lake and Lake of the Woods and elevated him "above the surrounding warriors and politicians." Nittum means "the First" in Anishinaabe. Nittum's name was translated into French as *Premier* and became associated with generations of Grand Chiefs. It continued to be associated with the office of Grand Chief until the middle of the 19th century.

Other forms of leadership appeared after 1760 among Anishinaabe peoples. Different kinds of leadership became vested in different individuals, diffusing power into civil Chiefs, to the highly specialized war Chiefs, talking Chiefs, pipe Chiefs and clan Chiefs. The civil Chief emerged as formerly smaller bands concentrated into larger sedentary communities, adjacent to rich fishing and rice harvesting areas. The civil Chief was primarily concerned with relations between First Nations, mediation of internal disputes and relationships with Eurocanadians, particularly fur traders, government officials and missionaries. Talking Chiefs or pipe Chiefs sometimes represented the civil Chief in negotiations with Eurocanadians. First and second class warriors under civil Chiefs exercised defensive and police functions within the

community and with outsiders.

On Rainy River, as recorded by male colonial officials, Anishinaabe peoples government was predominantly of a "patriarchal" cast. An abundance of sturgeon and wild rice made the Anishinaabe peoples "saucy and independent of the Hudson's Bay Company." Despite the efforts of the company to support missionaries, the Grand Council, under the influence of Midewiwin practitioners, proscribed Christianity in 1849, and continued to assert its dominance in the region. Colonial officials were obliged to respect rules for travel imposed by the Grand Council, which forbade, among other things, the taking of scientific samples or the making of celestial observations. After 1867, agreements were made for passage of federal officials for the First Riel expedition, while the Grand Council considered more permanent arrangements with the newly-founded Dominion of Canada.

Simon J. Dawson reported armed groups of Anishinaabe peoples in large numbers at Rainy River during the years before Treaty. He noted that it was during rice harvesting *manominikamin* that the authority and patience of Chiefs were put to the test, deciding disputed claims, administering justice and reprimanding interlopers. Dawson also described careful deliberation involved in decision-making and the trustworthiness of the Chiefs' words: "they neither reply to a proposition, nor make one themselves, until it is fully discussed and deliberated upon in Council by all the Chiefs." Dawson was convinced that the Anishinaabe peoples would not default on the treaty agreement:

The word of the Chiefs once passed, too, seems to be quite reliable, and this augurs well for the observance of any treaty that may be made with them.....I would have the fullest reliance as to these Indians observing a treaty and adhering more strictly to all its provisions, if, in the first place, it were

concluded after full discussion and after all its provisions were thoroughly understood by the Indians, and if, in the next, it were never infringed upon by the whites, who are generally the first to break through Indian treaties.

TREATY #3

During Treaty negotiation, traditional Anishinaabe political organization continued to operate. According to Morris' report on the 1873 negotiation of Treaty #3, Chiefs, warriors and braves "were of one mind, that they would make a treaty only if we acceded to their demand." Anishinaabe peoples leaders ***Kaagigina Atigiziwat*** instructed Canada's commissioners that they were not to attempt to negotiate secretly with separate First Nations saying that "if further propositions are to be made, we are to call a general council of the chiefs." Commitment of the national group required a grand council. This solidarity was repeated in various statements by Chiefs participating in the negotiations "all our chiefs before you here [are] as one mind; we have one mind and one mouth. It is the decision of all of us." The words of Chief Mawintoopinesse which closed the negotiations emphasized the consensual nature of the decision to enter into Treaty #3.

According to *Treaty #3 as published by Canada*, Canada recognized Chiefs and Councilors:

It is further agreed between Her Majesty and the said Indians that each Chief duly recognized as such shall receive an annual salary of twenty-five dollars per annum and each subordinate officer, not exceeding three for each band, shall receive fifteen dollars per annum; and each Chief shall receive once in every three years a suitable suit of clothing; and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal.

Nothing in the *Agreement known as Treaty #3* replaced Anishinaabe peoples governance with the regime later enforced by the *Indian Act* of Canada.

AFTER THE TREATY

Indian Act legislation attempted to control traditional governments and foster assimilation of Anishinaabe peoples to Eurocanadian society. In an attempt to abolish traditional ranks, the positions of Messenger and Soldier were terminated in 1895 by Canada for "indulging in denunciations of the Government." Enforcement of Indian Act legislation over time also tried to suppress traditional political organization and control the election of Chiefs and Councilors. Anishinaabe peoples freedom of religion and government were forbidden, and for many years it was illegal to raise money to defend rights. All of this was done in the mistaken assumption that such limitations would accelerate assimilation.

TRADITIONAL GOVERNMENT OF ANISHINAABE FIRST NATIONS IN THE 21ST CENTURY

Prior to the signing of Treaty #3, Anishinaabe peoples governed themselves according to the rules which had been given to them by the Great Spirit- ***Manitou Innakonig'ewin***: "He has given us rules that we should follow to govern us rightly." Anishinaabe peoples exercised sovereignty over their lands and defended themselves against alien nations. Their government was consensual, democratic and each person and family had its say in the evolution of public policy - ***Mamoway Innakonig'ewin***. Leadership was widely distributed among the people. It reinforced egalitarian

decision-making for the use of land and resources.

A century of colonialism enforced by the *Indian Act* and the policy of assimilation have eroded the self-governing functions of traditional Anishinaabe peoples governance. First Nations councils are committed to a process of decolonization and restoration of traditional Anishinaabe peoples government.



Treaty #3 Anishinaabe peoples retain the right to govern themselves. Traditional government was not "surrendered" at the time of treaty. During the last day of negotiations, Chief Mawintoopinesse reminded the assembly that ***Manitou Innakonig'ewin*** - rules for self-government originated with the Great Spirit.

Traditional leadership and government are crucial to the process of self-government, to coordinate activities important to First Nations, and for formulation of long term strategies. It is within traditional models of government that Anishinaabe peoples leadership continue to develop.

I stand before the face of the nation and of the Commissioner. I trust there will be no grumbling. The words I have said are the words of the nation and have not been said in secret but openly so that all could hear and I trust that those who are not present will not find fault with what we are about to do today. And, I trust, what we are about to do today is for the benefit of our nation as well as for our white brothers - that nothing but friendship may reign between the nation and our white brothers. And now I take off my glove to give you my hand and sign the Treaty. And now before you all, Indians and whites, let it never be said that this has been done in secret. It is done openly and in the light of day.

Chief Mawintoopinesse on 3 October 1873



APPENDIX



6984
The following are the terms of
the treaty held at North West Angle
the third day of October, eighteen
Hundred, and Seventy Three, viz:

1. The Government will give when
Indians will be settled, two axes,
one plough for every ten families,
two 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 ^{winter} harvesting time for
all.

Fifteen Dollars every year to be made
first soldier and hunter.

Three Dollars for the first payment
to every head of Indians and every
subsequent year five Dollars.

Fifteen Hundred Dollars every year
in skins and ammunition.

Twenty five dollars to every chief
every year.

The farming implements will be
provided for during the winter to
be given next year to those that
are farming and to those that
are anxious to emulate the farmers
a set of carpenter's tools will be also
given.

Coats will be given to the chiefs and
their

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their headmen every three years, with
regard to the other Indians there
is good news to be given to
them.

If their children that are scattered
come back of two years and settle
with you they will have the same
privilege as you have.

I will recommend to the
authorities at Ottawa, assisted
by the Indian Commissioner,
that Half Breeds that are living
with you, to have the same privilege
as you have.

The English Government never
calls the Indians to assist them
in their battles, but expects you
to live in peace with the
people.

Mr. Cameron will be allowed to act as
in the past about the Indians passing
on his road. The Indians will be
free as by the past for their hunting &
their harvest. If some gold or
silver mines be found in their
Reserves it will be to the benefit
of the Indians, but if the Indians
find any gold or silver besides out
of their Reserves they will be paid for
the

Indian Affairs. (RS 10, Volume 1918, File 27908)

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the finding of the mines

The Commissioner & an Agent
will come to an understanding with
the Indians about the discovery, &
it shall be surveyed by the govern-
ment. The Commissioner does not
wish that the Indians leave their houses
immediately to stop with their people
about the Indian Commissioner.
The Commissioner explains upon
the authorities at Ottawa. I will
write to Ottawa and refer both
to Charles Kolar.

The sale of intoxicating liquors
is prohibited in this part of the
territory as well as in other parts.
It is the greatest pleasure for me to
help you and where we shall have
at once be given. It will be the
duty of the English Government to
deal with the Commissioners if
they act wrong towards the Indians.
I will give you a copy of the
agreement now, and when I reach
my residence I will send you a
copy on parchment.

You will get rations during the
time of the payment every year.

The Indian will have his provisions
to purchase order and wherever there

Indian Affairs. (MS 10, Volume 2728, File 274B)

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is borne and under the
 fairly must be furnished the treaty
 will last as long as the sun
 shines and water runs that is
 to say forever —

From August 1845
 copy of the treaty
 given by W. Rogers
 to the Indians
 at the time
 made with them
 near the mouth of
 the river of the same

Indian Affairs. (RG 10, Volume 2968, File 27908)

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