

Robinson Treaty, 1850

THIS AGREEMENT, made and entered into on the seventh day of September in the year of Our Lord one thousand eight hundred and fifty, at Sault Ste. Marie, in the Province of Canada, between the Honorable William Benjamin Robinson, of the one part, on behalf of Her Majesty the Queen, and Joseph Peau de Chat, John Iniway, Mishe-muckqua, Totomenai, Chiefs, and Jacob Wasseba, Ahmutchewagaton, Michel Shebageshick, Manitoshanise and Chigenaus, Principal Men of the Ojibeway Indians inhabiting the northern shore of Lake Superior, in the said Province of Canada, from Batchewanaung Bay to Pigeon River, at the western extremity of said lake, and inland throughout that extent to the height of land which separates the territory covered by the charter of the Honorable the Hudson's Bay Company from the said tract. And also the islands in the said lake within the boundaries of the British possessions therein, of the other part, Witnesseth: that for and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada to them in hand paid; and for the further perpetual annuity of five hundred pounds, the same to be paid and delivered to the said Chiefs and their Tribes at a convenient season of each summer, not later than the first day of August, at the Honorable the Hudson's Bay Company's Posts of Michipicoton and Fort William; they the said Chiefs and Principal men do freely, fully and voluntarily surrender, cede, grant and convey unto Her Majesty, Her heirs and successors forever, all their right, title and interest in the whole of the territory above described, save and except the reservations set forth in the schedule hereunto annexed, which reservations shall be held and occupied by the said Chiefs and their tribe in common for the purposes of residence and cultivation. And should the said Chiefs and their respective tribes at any time desire to dispose of any mineral or other valuable productions upon the said reservations the same will be at their request sold by order of the Superintendent General of the Indian Department for the time being, for their sole use and benefit and to the best advantage. And the said William Benjamin Robinson, of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make the payments as before mentioned; and further, to allow the said Chiefs and their tribes the full and free privilege to hunt over the territory now ceded by them and to fish in the waters thereof as they have heretofore been in the habit of doing, saving and excepting only such portions of the said territory as may from time to time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government. The parties of the second part further promise and agree that they will not sell, lease or otherwise dispose of any portion of their reservation without the consent of the Superintendent General of Indian Affairs being first had and obtained; nor will they at any time hinder or prevent persons from exploring or searching for minerals or other valuable productions in any part of the territory hereby ceded to Her Majesty as before mentioned. The parties of the second part also agree that in case the Government of this Province, should before the date of this agreement, have sold or bargained to sell any mining locations or other property

on the portions of the territory hereby reserved for their use and benefit, then and in that case such sale or promise of sale shall be perfected if the parties interested desire it, by the Government, and the amount accruing therefrom shall be paid to the tribe to whom the reservation belongs. The said William Benjamin Robinson, on behalf on Her Majesty, who desires to deal liberally and justly with all Her subjects, further promises and agrees that in case the territory hereby ceded by the parties of the second part shall at any future period produce an amount which will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial currency in any one year, or such further sum as Her Majesty may be graciously pleased to order; and provided, further, that the number of Indians entitled to the benefit of this Treaty shall amount to two-thirds of their present number (which is twelve hundred and forty), to entitle them to claim the full benefit thereof, and should their numbers at any future period not amount to two-thirds of twelve hundred and forty, the annuity shall be diminished in porportion to their actual numbers.

SCHEDULE of reservations made by the above named and subscribing Chief and Principal Men:-

First.- Joseph Peau de Chat and his tribe, the reserve to commence about two miles from Fort William (inland) on the right bank of the River Kiminitiquia: thence westerly six miles parallel to the shores of the lake; thence northerly five miles; thence easterly to the right bank of the said river, so as not to interfere with any acquired rights of the Honorable the Hudson's Bay Company.

Second.- Four miles square at Gros Cap, being a valley near the Honorable Hudson's Bay Company's post of nichipicoton for Totomenai and tribe.

Third.-Four miles square on Gull River, near Lake Nipigon, on both sides of said river, for the Chief Mishe-muckqua.

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| Signed, sealed and delivered at Sault | W.B. Robinson, | [L.S.] |
| Ste.Marie the day and year first | JOSEPH PEAU DE CHAT, X | [L.S.] |
| above written in presence of: | JOHN ININWAYU, X | [L.S.] |
| George Ironside, W. B | MISHE-MUCKQUA, X | [L.S.] |
| S. I. Affairs, | TOTOMENAI, X | [L.S.] |
| Arthur P. Cooper, | JACOB WASSEBA, X | [L.S.] |

Capt. Comg. Rifle Bde.,

AHMUTCHIWAGABOW, X [L.S.]

H. N Balfour,

MICHEL SHEBAGESHICK, [L.S.]
X

2nd Lieut. Rifle Brigade,

MANITOUSHANISE, X [L.S.]

JOHN SWANSTON

CHIGENAU, X [L.S.]

C. T. Hon. Hud. Bay Co.,

GEORGE JOHNSTON,

Interpreter,

T. W. KEATING.

Recorded in the office of the Provincial

Registrar this 23rd day of November

in Lib. "C.M. Miscellaneous," Fol. 7,&c.

R.A. TUCKER,

Registrar