

ROBINSON HURON TREATY ANNUITY CASE

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SEPTEMBER 2019

COMMUNITY BULLETIN



Elders, Chiefs and Lawyers from the 21 Anishinaabek First Nations speak at press conference in Sudbury following the release of the Stage One Reasons for Judgment.

RHT Anishinaabek Look to Build on Stage 1 Victory in Round 2

With negotiations stalled, the Robinson Huron Treaty Trust Litigation Management Committee continues to put pressure on the Crowns to honour their Treaty promises through litigation.

“The Ontario Superior Court has given equal weight to the Anishinaabe perspective in interpreting the 1850 Robinson Huron Treaty,” said Gimaa Duke Peltier, “particularly the augmentation clause and also gave force to the principles of respect, responsibility, reciprocity and renewal which ought to enlighten our Treaty relationship going forward. I simply want to emphasize our willingness to vigorously pursue all phases of the litigation but the preference is to negotiate true reconciliation with the Crown .”

“The judge in her decision said that the Crown completely ignored their treaty promise to increase our annuities,” said Chief Dean Sayers. “She also expressed a preference for the parties to work this case out amongst ourselves in negotiations. In considering negotiations, we were also comforted by the judges decision that if there are no negotiations, she said that these matters can be determined as a matter of law.”

Time has since run out for negotiations. “Our people have waited long enough for a resolution to this case,” said Sayers, “we will keep up the fight in the courts.” (Story continued on pg. 3)

**ELDER LEROY BENNETT:
ON CEREMONY (pg 7)**

**JUDGMENT ENTERED
(Text on pgs 4-5)**

**NEGOTIATION UPDATE
(See pg 2)**

Negotiation Update: Talks Stalled



Named Plaintiffs in the representative action. From L to R: Angus Toulouse, Mike Restoule and Roger Daybutch

When this case started the parties agreed that it would proceed in three stages. Stage One would determine whether the augmentation clause was a legal obligation on the Crown to increase the annuity if the wealth from the Treaty territory enabled it to do so without incurring a loss.

If we won Stage One, the case would move to Stage Two, which would involve mainly Crown defences, including technical defences such as limitations (i.e., that the Anishinabek took too long to bring the lawsuit), or that the Crown is immune from being sued. If we won Stage One and Two, then the case would move to Stage Three, which was supposed to be about compensation.

While the December 21, 2018 decision of Madam Justice Hennessy found that the Crown has a legal obligation to increase the annuity to be paid under the Treaty, there are still outstanding issues regarding the implementation of that obligation, including (paragraph 535): How to determine revenues and expenses from the territory? and, What is a fair share of the revenues?

It was hoped that if we won Stage One, Canada and Ontario would want to negotiate these issues and come to a settlement.

Unfortunately, that is not the case. The RHT Anishinabek won Stage One, but Canada and Ontario still do not want to negotiate. So, we have to continue with the litigation; moreover, Ontario has taken other steps to contest Justice Hennessy's Decision, including an appeal.

"The Litigation Management Committee (LMC) continues to work with our legal team in our attempts to move our Annuity case to final settlement," said Chairman Mike Restoule. "The Chiefs have been resolute in their position, that they want an out of court settlement. The negotiations team continue to work to make that happen. We are hopeful that the outcome of the federal election will not disrupt the strategy we have agreed on."

RHT Legal Team Ready for Round 2



Chiefs and Elders from the 21 Anishinaabek First Nations pose for a photo with (from L to R) Chris Albinati, Joe Arvay, QC and Cathie Boies-Parker, QC of the RHT Legal Team at a break during Stage 1. The Albinati, Arvay and Boies-Parker will be in court for Stage 2.

The issues in Stage Two relate to Crown liability and Ontario's technical defences of statutory limitations and Crown immunity.

In essence, the Court is being asked to determine the following questions:

- Who is liable to pay the full amount of any compensation owed to the Anishinaabek Plaintiffs?
- Are any of the Anishinaabek Plaintiffs' claims against Ontario barred by the application of a statutory limitation or Crown immunity?

The RHT Legal Team is made up of David Nahwegahbow, IPC, Dianne Corbiere, IPC, Roger Jones, Joseph Arvay, QC, Cathie Boies-Parker, QC, Chris Albinati, Scott Robertson and Jim Ratis.

Mr. Arvay, Ms. Boies-Parker and Mr. Albinati will be in the courtroom for Stage Two where they will argue that none of Ontario's defences can be interpreted to limit the Anishinaabek's claims for breach of fiduciary duty and breach of treaty, and that both Canada and Ontario are jointly and severa-

-lly liable to pay any amount of compensation owed to the Anishinaabek, or alternatively that Canada is fully liable to pay.

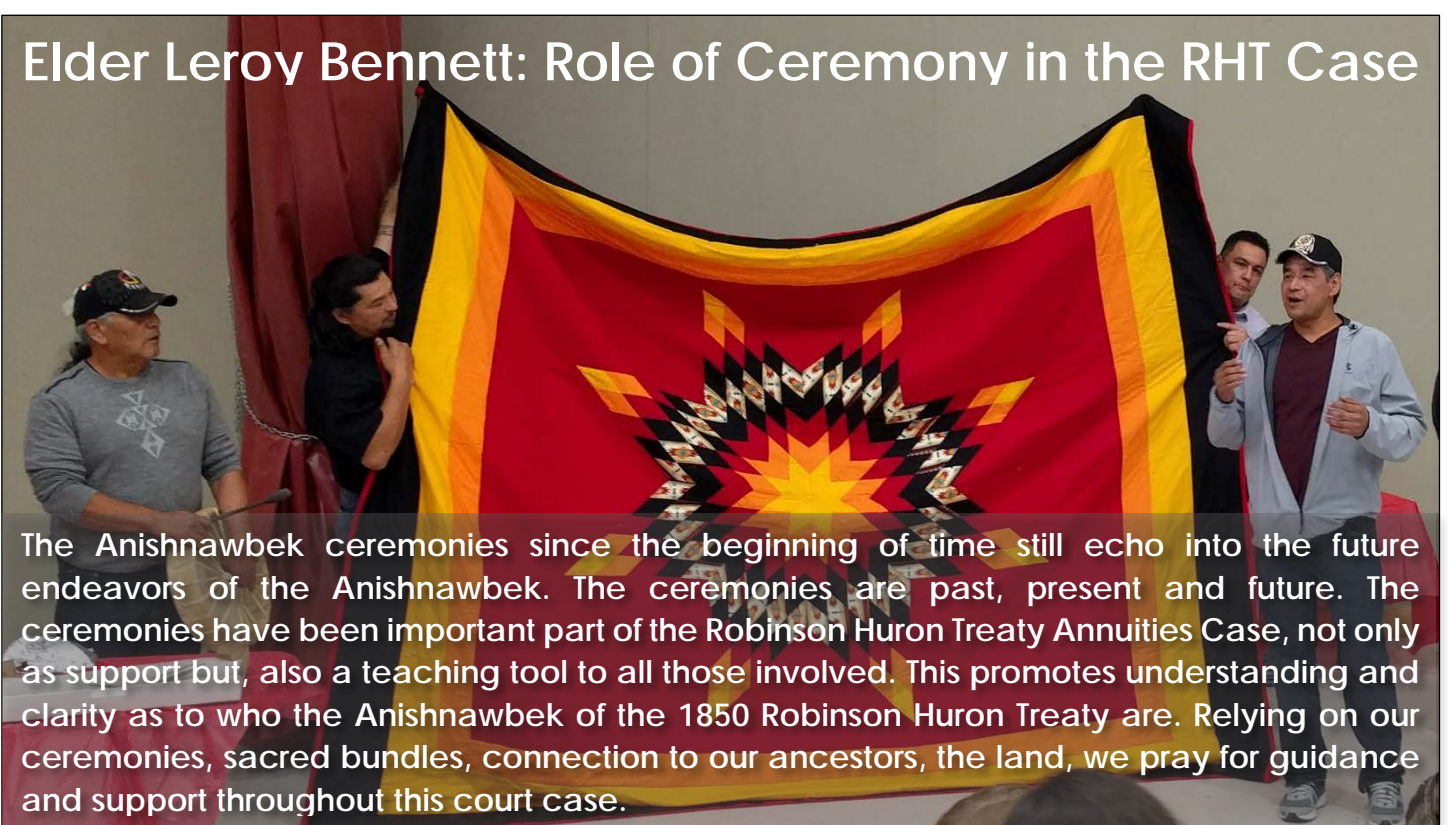
If successful, then either Canada or both Canada and Ontario will be liable to pay compensation for any breaches of treaty and fiduciary duty going back to 1850.

The nature of those breaches and the amount of compensation to be paid would continue to be the subject of negotiations or else be part of an anticipated Stage Three.

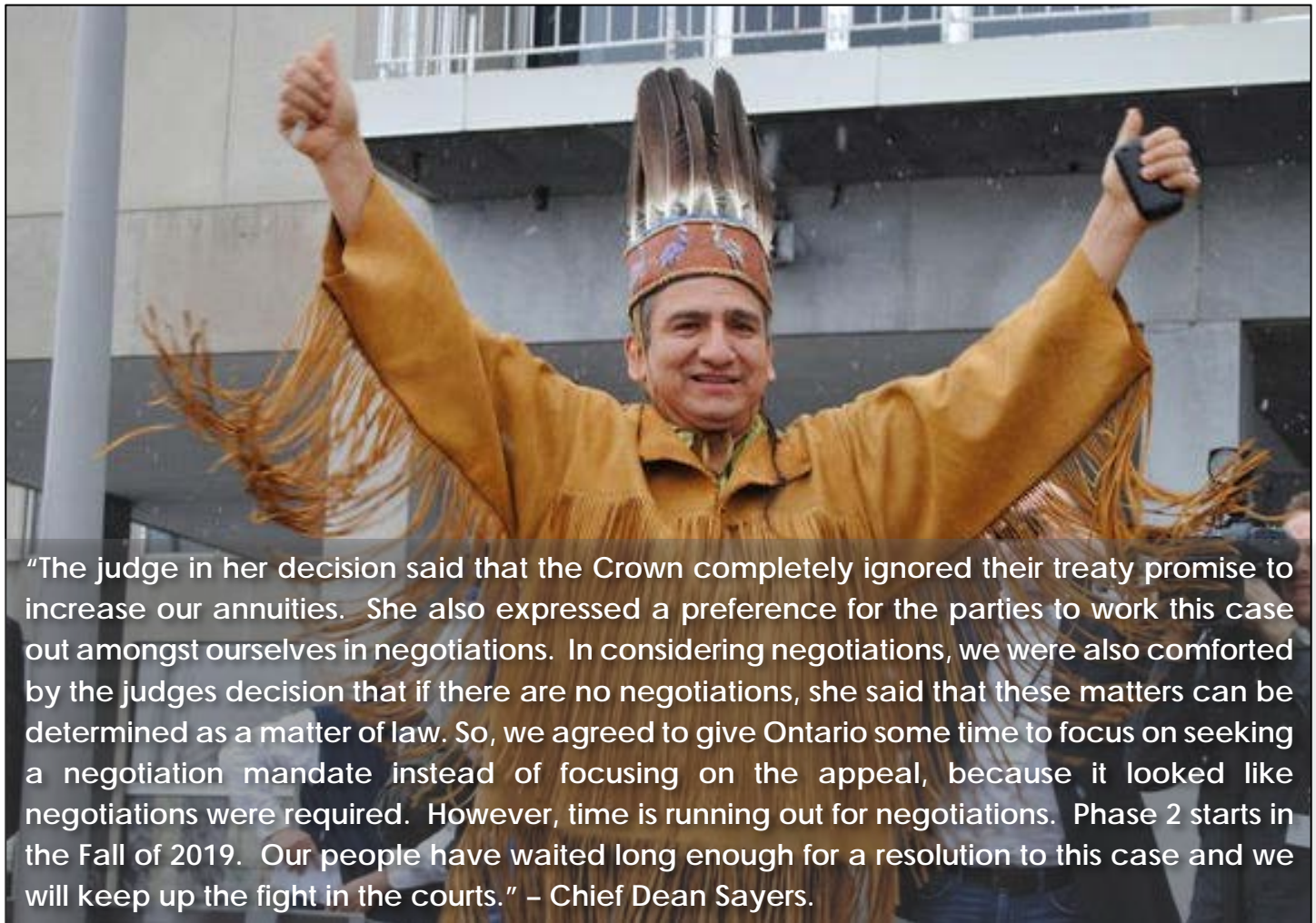
"We are so pleased that the Court has heard us and agreed with us that the 1850 Robinson Huron Treaty was not a one-time transaction," said Gimaa Duke Peltier, "but an ongoing promise to share the resource revenues in the Treaty territory, laying the foundation for a respectful and mutually beneficial co-existence. We have always been ready to negotiate a renewed treaty relationship with the Crown and now, with this decision, we continue to hope to be able to get that work underway."

Stage Two will be heard this Fall in Sudbury on October 15-25, 2019.

Elder Leroy Bennett: Role of Ceremony in the RHT Case



The Anishnawbek ceremonies since the beginning of time still echo into the future endeavors of the Anishnawbek. The ceremonies are past, present and future. The ceremonies have been important part of the Robinson Huron Treaty Annuities Case, not only as support but, also a teaching tool to all those involved. This promotes understanding and clarity as to who the Anishnawbek of the 1850 Robinson Huron Treaty are. Relying on our ceremonies, sacred bundles, connection to our ancestors, the land, we pray for guidance and support throughout this court case.



"The judge in her decision said that the Crown completely ignored their treaty promise to increase our annuities. She also expressed a preference for the parties to work this case out amongst ourselves in negotiations. In considering negotiations, we were also comforted by the judges decision that if there are no negotiations, she said that these matters can be determined as a matter of law. So, we agreed to give Ontario some time to focus on seeking a negotiation mandate instead of focusing on the appeal, because it looked like negotiations were required. However, time is running out for negotiations. Phase 2 starts in the Fall of 2019. Our people have waited long enough for a resolution to this case and we will keep up the fight in the courts." – Chief Dean Sayers.

STAGE ONE JUDGMENT ENTERED IN SUDBURY COURT – Text of the Judgment

On December 21, 2018, the Court released a 124-page “Decision” from Madam Justice Hennesy. To formally enter the Decision as an enforceable order of the Superior Court, it had to be summarized and put into operational language.

This is called a “Partial Judgment” because it only relates to Stage One. This was a contentious process and it took the Parties numerous efforts between January and June of 2019 to finalize the language of the Partial Judgment. The Partial Judgment was entered on August 9, 2019. It provides, in part, as follows:

[1] THIS COURT ADJUDGES AND DECLARES THAT, considered part from the pleaded defences based on statutes of limitation, res judicata and laches, including acquiescence, and without making a determination as to the respective responsibilities and liabilities of Canada and Ontario:

a) Pursuant to the Robinson Huron Treaty of 1850, the Crown is obligated to increase, and the First Nation Treaty Parties have a collective treaty right to have increased, from time to time, the promised annuity payment of £600 (or \$2,400) if net Crown resource-based revenues from the Treaty territory permit the Crown to do so without incurring loss, with the amount of annuity payable in any period to correspond to a fair share of such net revenues for that period;

b) To fulfill its obligation in (a) above, the Crown:

i. is required to periodically engage in a process, in consultation with the First Nation Treaty parties, to determine the amount of net Crown resource-based revenues; and

ii. if there are sufficient Crown resource-based revenues, to permit the Crown to pay an increased annuity amount without incurring loss, is required to pay any such increase;

c) In fulfilling these obligations and requirements of the augmentation promise, the Crown is subject to the duties flowing from the honour of the crown and the fiduciary duty which the Crown owes to the First Nation Treaty parties;

d) The Crown must diligently implement the augmentation promise, so as to achieve the Treaty purpose of reflecting in the annuities a fair share of the value of the resources, including the land and water in the territory;

e) The Crown shall, in a manner consistent with the honour of the crown, consult with the First Nation Treaty parties to determine what portion, if any, of the increased annuity amount is to be distributed by the Crown to the individual Treaty rights holders in addition to the \$4 per person per year they are already being paid;

f) The augmentation promise is a Treaty right recognized and affirmed by s. 35 of the Constitution Act, 1982.

[2] THIS COURT ADJUDGES AND DECLARES THAT the principles governing the Treaty parties’ implementation of the annuity provisions are to accord with this Court’s determinations that:

a) the Robinson Huron Treaty was negotiated by the Treaty parties around the Anishinaabe Council Fire at Bawaating (Sault Ste Marie) as a renewal of the ongoing relationship between the Anishinaabeg and the Crown grounded in the Covenant Chain alliance, and as a basis for continuing a mutually respectful and beneficial relationship going into the future; and

b) the Treaty reflects the parties’ common intention that their agreement was to allow both the Anishinaabeg and the Crown to realize the future opportunities and potential of the Treaty territory in a manner consistent with the Anishinaabe principles of respect, responsibility, reciprocity and renewal and the intention of the Crown to act honourably, with justice or fairness, and with liberality or benevolence.

[3] THIS COURT FURTHER ADJUDGES AND DECLARES THAT:

a) The process adopted for purposes of determining the amount of net Crown resource-based revenues in a particular period must afford sufficient Crown disclosure of information to enable the First Nation Treaty parties and the Court, if necessary, to determine the amount of such net revenues;

b) For purposes of determining the amount of net Crown resource-based revenues in a particular period:

i. relevant revenues to be considered are Crown resource-based revenues arising directly or in a closely related way to the use, sale, or licensing of land (which could include the waters) in the Treaty territory, including mineral and lumbering revenues and other analogous revenues as received by the Crown both historically and in the future, but not including personal, corporate or property tax revenues,

ii. relevant expenses to be considered are Crown expenses related to collecting, regulating, and supporting relevant revenues, but do not include the costs of infrastructure and institutions that are built with Crown tax revenues,

with these definitions to be applied as general principles that are subject to clarification and further direction by the Court in a future stage of this proceeding; and

c) Failing agreement amongst the parties, the principles to be applied for purposes of determining amounts that are fairly and reasonably equal to a fair share of net Crown resource-based revenues are subject to further direction by the Court in a future stage of this proceeding.

d) Where in the exercise of their duties to implement the augmentation promise the Crown exercises discretion. The discretion must be exercised honourably, such discretion is not unfettered and is subject to review by the Courts.

[4] THIS COURT FURTHER ORDERS AND ADJUDGES THAT the plaintiffs’ alternative claim, supported by Ontario, that the Court should imply a Treaty term to prov-

-ide for indexing of the promised annuity payment of £600 (or \$2,400), as augmented to an amount based on £1 (or \$4) per person, in order to protect the First Nation Treaty parties against erosion of the purchasing power of annuities due to inflation be, and is hereby, dismissed.

[5] AND THIS COURT FURTHER ORDERS AND ADJUDGES that the plaintiffs are hereby awarded their costs of this action to date, on the partial indemnity scale, without reserving to them any right to seek a higher level of indemnity at another time, and that pursuant to an agreement made between them, Canada and Ontario are each responsible to pay 50 per cent of such costs, and:

a) that subject to paragraph 4(b) below, the plaintiffs’ costs of this action to date, including this motion, are hereby fixed in the total amount of \$9,412,447.50; and

b) that the plaintiffs may make further submissions to the Court with respect to the sum of \$303,775.00 they have claimed as further disbursements incurred by the Robinson Huron Trust. Should the plaintiffs make such further submissions, the defendants will be entitled to respond.

[6] THIS JUDGMENT BEARS INTEREST at the rate of three per cent (3%) per year commencing on December 21, 2018.

(SIGNED)

The Honourable Madam Justice Patricia Hennesy

Released: June 17, 2019

Ontario Resisting Stage One Decision

Ontario is doing everything it can to resist the Stage One Decision of Justice Hennessy. Undoubtedly, it's because Ontario has made a lot of money from the resources in the RHT Territory and it doesn't want to have to share any of that money. Nor does it want to pay any past compensation for what it has failed to pay in the past. Since the last time the annuity was increased to \$4.00 in 1875, Ontario has never disclosed how much money it has made from the RHT Territory.

Ontario has done two things to contest the Stage One Decision:

1) Motion for Fresh Evidence and to Re-open the Stage One Trial:

Ontario has launched a motion to try and reopen the Stage One trial even though Stage One is over. Its lawyers are arguing that they have uncovered new evidence that might have changed the outcome of the Decision. The evidence is not new – it is an old Jesuit diary that Ontario should have known about before the trial with reasonable diligence. In fact, part of that Diary was put into evidence.

2) Appeal of the Stage One Decision

Ontario is appealing the Stage One Decision, saying that Justice Hennessy erred in her interpretation of the treaty augmentation clause. It argues that the clause gives the Crown the discretion to increase the annuity, but that it is not mandatory.

Canada has not appealed the Stage One Decision.

The parties are currently in discussions with the Ontario Court of Appeal about a schedule and procedures for filing written arguments (factums) and setting dates to argue the appeal. The schedule cannot be set until Justice Hennessy rules on Ontario's motion to re-open the trial; but the appeal is not likely to be heard before 2020.



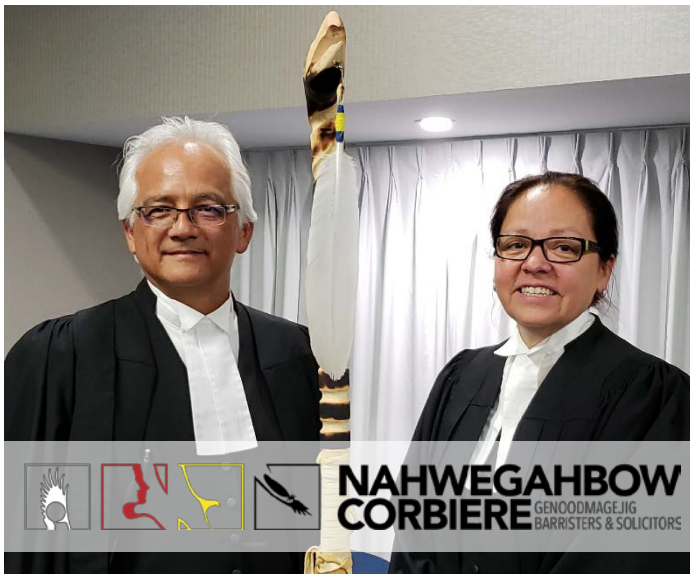
"The Ontario Superior Court has given equal weight to the Anishinaabe perspective in interpreting the 1850 Robinson Huron Treaty, particularly the augmentation clause and also gave force to the principles of respect, responsibility, reciprocity and renewal which ought to enlighten our Treaty relationship going forward. I simply want to emphasize our willingness to vigorously pursue all phases of the litigation but the preference is to negotiate true reconciliation with the Crown."

Gimaa Duke Peltier

Robinson Huron Treaty Confederation

The Robinson-Huron leadership developed the “RHT Trust” to pursue the Annuities Claim.

The positive relationship amongst our 21 First Nations that emerged from working together on the Claim resulted in a commitment to work together to build a secretariat, known as the “RHT Confederation”, to continue the relationship on a broader scale. This will be separate from the RHT Trust.



THE RHT LEGAL TEAM:

Dave Nahwegahbow, IPC from Whitefish River First Nation and Dianne Corbiere, IPC from M’Chigeeng First Nation are senior counsel on the RHT Legal Team. Along with Roger Jones, their firm Nahwegahbow Corbiere has been managing the Robinson Huron Treaty Annuity Case for over 10 years. Also on the team are Joseph Arvay, QC and Catherine Boies-Parker, QC from Arvay Finlay, Don Worme, QC from Semaganis Worme, and NC Associates Chris Albinati, Scott Robertson and Jim Ratis.



TREATY TRANSLATION

Original Treaty Text	Anishinaabemowin (Elder Corbiere)	Back Translation & Explanation
<p><i>THIS AGREEMENT, made and entered into this ninth day of September, in the year of our Lord one thousand eight hundred and fifty, at Sault Ste. Marie, in the Province of Canada,</i></p> <p><i>between the Honorable WILLIAM BENJAMIN ROBINSON, of the one part, on behalf of HER MAJESTY THE QUEEN, and</i> SHINGUACOUSE NEBENAIGOCHING, KEOKOUSE, MISHEQUONGA, TAGAWININI, SHABOKISHICK, DOKIS, PONE-KEOSH, WINDAWTEGOWININI, SHAWENAKESHICK, NAMASSIN, NAOQUAGABO, WABAKEKIK, KITCHEPOSSIGUN <i>by</i> PAPASAINSE, WAGEMAKI, PAMEQUONASHEUNG, <i>Chiefs;</i> <i>and</i> JOHN BELL, PAQWATCHI-NINI, MASHEKYASH, IDOWEKESIS, WAQUACOMICK, OCHEEK, METIGO-MIN, WATACHEWANA, MINWAWA-PENASSE, SHENAOQUOM, ONINGE-GUN, PANAISSY, PAPASAINSE, ASHEWASEGA,</p>	<p>MAANDA MAAMWI WAAWIINDMAAGEWIN/NAAKNIGEWIN gaa zhichgaadeg zhaangsa ganagizit, Waababagaa Giizis, Midaaswaak nshi nshwaaswaak nshi naanimidna ode Baakting Canada</p> <p>Maaba WILLIAM BENJAMIN ROBINSON, enaabshkowaat GCHI – GIMAA KWEN miinwaa dash SHINGUACOUSE, NEBENAIGOCHING, KEOKOUSE, MISHEQUONGA, TAGAWININI, SHABOKISHICK, DOKIS, PONE-KEOSH, WINDAWTEGOWININI, SHAWENAKESHICK, NAMASSIN, NAOQUAGABO, WABAKEKIK, KITCHEPOSSIGUN, PAPASAINSE, WAGEMAKI, PAMEQUONASHEUNG, Gimaak; miinwaa JOHN BELL, PAQWATCHI-NINI, MASHEKYASH, IDOWEKESIS, WAQUACOMICK, OCHEEK, METIGO-MIN, WATACHEWANA, MINWAWA-PENASSE, SHENAOQUOM, ONINGE-GUN, PANAISSY, PAPASAINSE, ASHEWASEGA, KAGESHEWAWA-TUNG, SHAWONEBIN; miinwaa gayii Gimaa MAISQUASO (miinwaa Gimaak</p>	<p>This by which we together have made mutual promises/decisions, on the 9th day of the Moon when the Leaves Change Colour, 1850 at Sault Ste. Marie, Canada</p> <p>This WILLIAM BENJAMIN ROBINSON standing in the place of the GREAT CHIEF WOMAN and SHINGUACOUSE, NEBENAIGOCHING, KEOKOUSE, MISHEQUONGA, TAGAWININI, SHABOKISHICK, DOKIS, PONE-KEOSH, WINDAWTEGOWININI, SHAWENAKESHICK, NAMASSIN, NAOQUAGABO, WABAKEKIK, KITCHEPOSSIGUN, PAPASAINSE, WAGEMAKI, PAMEQUONASHEUNG, Chief; and JOHN BELL, PAQWATCHI-NINI, MASHEKYASH, IDOWEKESIS, WAQUACOMICK, OCHEEK, METIGO-MIN, WATACHEWANA, MINWAWA-PENASSE, SHENAOQUOM, ONINGE-GUN, PANAISSY, PAPASAINSE, ASHEWASEGA, KAGESHEWAWA-</p>

TREATY TRANSLATION

<p>KAGESHEWAWE-TUNG, SHAWONEBIN; <i>and also Chief MAISQUASO (also Chiefs MUCKATA, MISHOQUET, and MEKIS), and MISHO-QUETTO and ASA WASWANAY and PAWISS, principal men of the OJIBWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron, from Penetangushine to Sault Ste. Marie, and thence to Balchewanaung Bay, on the Northern Shore of Lake Superior; together with the Islands in the said Lakes, opposite to the Shores thereof, and inland to the Height of land which separates the Territory covered by the charter of the Honorable Hudson Bay Company from Canada; as well as all unconceded lands within the limits of Canada West to which they have any just claim, of the other part, witnesseth:</i></p> <p>THAT for, and in consideration of the sum of two thousand pounds of good and lawful money of Upper Canada, to them in hand paid, and for the further perpetual annuity of six hundred pounds of like money, the same to be paid and delivered to the said Chiefs and their Tribes at a</p>	<p>MUCKATA, MISHOQUET, miinwaa MEKIS), miinwaa MISHO-QUETTO miinwaa ASA WASWANAY miinwaa PAWISS, mii gonda gaa niigaanziigdowaajig OJIBWE ANISHNAABEN, maanpii endnokiing ...</p> <p>.....</p> <p>Niizhing mdaaswaak minik Zhaagonaash zhoonyaa epiitendaagok maanpii dadbomoowaawok miinwa go गयाabi kaagininik geni debanamwaat ngodwaaswaak minik zhoonyaa epiitendaagok endso ngo bboon waa ni miindawaa. Gonda Gimaak miinwaa ezhi godwe’aangizwaat Anishnaabek da</p>	<p>TUNG, SHAWONEBIN; and also Chief MAISQUASO (and Chief MUCKATA, MISHOQUET, and MEKIS), and MISHO-QUETTO and ASA WASWANAY and PAWISS, these are the leaders of the OJIBWE ANISHNAABEN, living here on this land</p> <p>.....</p> <p>This amount worth 2000 in English money (there is no Anishnaabe word for pounds) will be paid to the Anishnaabek here and another amount worth 600 (there is no Anishnaabe word for pounds) of English money will be paid to them every year forever. These Chiefs and their Tribes will be told of the time</p>
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TREATY TRANSLATION

<p>convenient season of each year, of which due notice will be given, at such places as may be appointed for that purpose, they the said Chiefs and Principal men, on behalf of their respective Tribes or Bands, do hereby fully, freely, and voluntarily surrender, cede, grant, and convey unto Her Majesty, her heirs and successors for ever, all their right, title, and interest to, and in the whole of, the territory above described, save and except the reservations set forth in the schedule hereunto annexed; which reservations shall be held and occupied by the said Chiefs and their Tribes in common, for their own use and benefit.</p> <p>And should the said Chiefs and their respective Tribes at any time desire to dispose of any part of such reservations, or of any mineral or other valuable productions thereon, the same will be sold or leased at their request by the Superintendent-General of Indian Affairs for the time being, or other officer having authority so to do, for their sole benefit, and to the best advantage.</p>	<p>wiindmowaawag kina genji nkweshkdaadwaat miinwaa pii maatookiing owi zhoonyaa. Gimaak miinwa Giigdo Ninwok genoodmoowaajig wiiji anishnaabewaan, giibgitnamowaa’aan Gchi Gimaa Kwen ada akiimwaa. Gchi Gimaa Kwe miinwaa daankoobjiganan wiinwaa da daapanaanaawaa wii nakaazwaat miinwaa wii naagdawendmowaat owi dnakiwin. Gonda dash Anishnaabek ode aanin yaankebiigaadeg mzinegan wiinwaa Gimaak miinwa ezhi godwe’aangizwaat da minzhaandaanaawaa ada akiimwaa/shkonigan wiinwaa waazhi nakaswaad miinwaa gezhi debiziwaad.</p> <p>Giishpin Gimaak miinwaa ezhi godwewaangizwaat Anishnaabek wii bgitnamwaat aanin dakiimwaa/shkonigan maage gonimaa wii moonigaadek owi aki da daandim maage da wiiwem aabideg ntam ad wiindmoowaa’an owa Eshpigaabwid Anishnaaben Bemikwaad maage gwaya enaabsh kaagojin, wiin dash ada gishkitoon enaaknigewaata Anishnaabek jizhichiget. Aabdeg dash wiigo gonda</p>	<p>and place where they will meet and where the money will be distributed. The Chiefs and the Leaders that speak for their Tribes let go to the Gchi Gimaa Kwen their land (There is no word in Anishinaabemowin for title to land). The Gchi Gimaa Kwe and all those that come after her (heirs) will accept the land (There is no word in Anishinaabemowin for title to land) to use and look after it. Those Anishnaabek and their Tribes that are attached to this promise will manage their lands/reserves for their own use however they wish to use it and for their benefit.</p> <p>If the Chiefs and their tribes wish to let some of their land/reserve go or to be mined, it will be sold or lent out, and they must first tell the (Superintendent General of the Indian Affairs – one who is higher as in a supervisor and who also speaks for/serves the people) or the person that is sent to speak for him, and he will be able to carry out what the Anishnaabek are planning to do. But the</p>
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TREATY TRANSLATION

<p>And the said William Benjamin Robinson of the first part, on behalf of Her Majesty and the Government of this Province, hereby promises and agrees to make, or cause to be made, the payments as before mentioned; and further to allow the said Chiefs and their Tribes the full and free privilege to hunt over the Territory now ceded by them, and to fish in the waters thereof, as they have heretofore been in the habit of doing; saving and excepting such portions of the said Territory as may from time to time be sold or leased to individuals or companies of individuals, and occupied by them with the consent of the Provincial Government.</p> <p>The parties of the second part further promise and agree that they will not sell, lease, or otherwise dispose of any portion of their Reservations</p>	<p>Anishnaabek da miinaawok owi waa minwaabjitoowaad miinwaa wiini debiziwaat.</p> <p>William Benjamin Robinson, enaabshkowaajin Gchi Gimaa Kwen miinwaa owa naagaanziikidang Province, waawiindmaage miinwaa nendam wiimiigwet owi zhoonyaa gaa waawiindmoondawaa gonda Anishnaabek. Miinwa ada bigitnaawok gonda Gimaak miinwaa ezhi godwewaangizwaat Anishnaabek kshkii'ewziwin wii giisewaata, wii giigoonhkewaata, pane go gaabi nankiwaata, ode sa akiing gaa bgidnigaadek. Gaa dash wiigo maamdaa ode wii giisewaata, wii giigoonhkewaata zhaazhigo gaa daanding aki maage gaa wewding, giishpin ge gonimaa zhaazhi gwaya eyaata ode, gawii maamdaa wii zhaawaata ode.</p> <p>Gonda Anishnaabek gawii ada dadaawesiinaawaa, gawii da wewesiiwok gawii ge ada</p>	<p>Anishnaabek will have to be given the benefits in the future.</p> <p>William Benjamin Robinson who is standing in for the Gchi Gimaa Kwe and the one who is in charge of the Province (there is no Anishinaabe word for province) promises and is of the mind to give the money that has been promised to the Anishnaabek. The Chiefs and their tribes will be able to hunt, to fish as they have always done (it will continue) on the land that was let go to the Gchi Gimaa Kwe. But they cannot hunt and fish on those lands that have been sold or lent out if someone is occupying those lands, then they cannot go there.</p> <p>These Anishnaabek will not sell, will not lend, and will not let go any part of that</p>
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TREATY TRANSLATION

<p>without the consent of the Superintendent-General of Indian Affairs, or other officer of like authority, being first had and obtained. Nor will they at any time hinder or prevent persons from exploring or searching for minerals, or other valuable productions, in any part of the Territory hereby ceded to Her Majesty, as before mentioned. The parties of the second part also agree, that in case the Government of this Province should before the date of this agreement have sold, or bargained to sell, any mining locations, or other property, on the portions of the Territory hereby reserved for their use; then and in that case such sale, or promise of sale, shall be perfected by the Government, if the parties claiming it shall have fulfilled all the conditions upon which such locations were made, and the amount accruing therefrom shall be paid to the Tribe to whom the Reservation belongs.</p>	<p>bgitnaziinaawaa endnakiwaat/shkonganing. Ntam aabdig Eshpigaabwad bemikwaat Anishnaben, maage gwaya eniigaanzit, ada wiindmoowaa'an wii bgitnindawaa. Miinwa gawii ada ngaabnaasiwaan waabi ndane'yang emoonigaadeg gechi piitendaagog ode zhaazhigo bgidnigaadek aki. Miinwaa go geyaabi, giishpin maaba Naagaanziikidang Province, jibwaa zhichgaadeg maanda maamwii waawiindmaagwewin/Naaknigewin gaa daawegwenh maage gaa waawiindmaagegwenh wii daawet aanin aki ode shkonganing endaawaad gonda Anishnaabek, maaba Naagaanziikidang Province da gweksidoon megwaa enaaknangba owi aki eteg shkonganing. Giishpin gonda gaagiishnodoojig maanda aki kina gaa zhichge'aagwenh gaa nendaagizwaat miinwa kina gaa dibage'aagwenh, maanda zhoonya gaa gishkichigaadeg wiinwaa gonda Anishnaabek endaajig zhiwi shkonganing da miinaawok owi wiinwaa wii debiziwaat.</p>	<p>land/reserve where they are now living. They must first tell the higher up person that speaks for the Anishnaabek (Superintendent of Indian Affairs) or the one who speaks for him (the replacement) to obtain his consent. They must not interfere with anybody looking to search for valuable minerals on those lands that were already let go. Before this promise was made, if the one who is in charge of the Province (there is no Anishinaabe word for province) had already sold or promised any land to be sold (on the land set aside for the Anishnaabek) then he will complete those arrangements that he had made for that land on the reserve if those who bought the land have already done everything they were supposed to do and have paid in full, this money made will go to the Anishnaabek who live on that reserve for their benefit..</p> <p>William Benjamin Robinson, the one who is standing in for the Gchi Gimaa</p>
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TREATY TRANSLATION

<p>The said William Benjamin Robinson, on behalf of Her Majesty, who desires to deal liberally and justly with all her subjects, further promises and agrees, that should the Territory hereby ceded by the parties of the second part at any future period produce such an amount as will enable the Government of this Province, without incurring loss, to increase the annuity hereby secured to them, then and in that case the same shall be augmented from time to time, provided that the amount paid to each individual shall not exceed the sum of one pound Provincial Currency in any one year, or such further sum as Her Majesty may be graciously pleased to order;</p>	<p>William Benjamin Robinson enaabshkowaajin Gchi Gimaa kwen, nendam gweweni wii bimiikowaat miinwaa wii mnodoodwaat Anishnaaben miinwaa dash go naaknige’endam giishpin zhoonyaakaadimowaat wii aki, Naagaanziikidang Province ada giikinaan owi zhoonyaa maanding enso ngobboon, giishpin gwe eta wiibowaa naachtoowaat zhoonyaa, miinwaa ada giikinigaade bapiichin zhoonyaa maanda minik: ngoding piitendaagook Zhaagnaash zhoonyaa, maage go oshime ada miinaawok Anishnaabek, gisshpin Gchi Gimmaa Kwe minode’ed miinnwaa nendamogbane.</p>	<p>Kwe, who wishes to deal fairly with the Anishnaabek and will be fair and be good to them, also plans that if they make money from the land, the one in charge of the Province (there is no Anishinaabe word for province) will increase the money given out yearly, only if they will not lose money; and the money will be increased from time to time by this much: an amount worth one English money (there is no Anishnaabe word for pound), and even more will be given to the Anishnaabek if the Gchi Gimaa Kwe has a good heart and has a mind to do so. (The expression “as Her Majesty may be graciously pleased to order” is not possible to translate exactly into Anishnaabemowin. I am told it is a legal/governance phrase regarding decisions by the Queen. Anishinaabek would understand that Gchi Giimaa Kwe would be generous (gizhewaadzi) and decide according to the principles of Respect (Mnaadendimowin), Love (Zaagidwin), and Honesty (Gwekwaadziwin).)</p> <p>There are 1422 Anishnabek that will receive this yearly amount. At the time</p>
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TREATY TRANSLATION

<p>and provided further that the number of Indians entitled to the benefit of this treaty shall amount to two-thirds of their present number, which is fourteen hundred and twenty-two, to entitle them to claim the full benefit thereof. And should they not at any future period amount to two-thirds of fourteen hundred and twenty-two, then the said annuity shall be diminished in proportion to their actual numbers.</p> <p>The said William Benjamin Robinson of the first part further agrees, on the part of Her Majesty and the Government of this Province, that in consequence of the Indians inhabiting French River and Lake Nipissing having become parties to this treaty, the further sum of one hundred and sixty pounds Provincial Currency shall be paid in addition to the two thousand pounds above mentioned.</p>	<p>Ngoding mdaaswaak nshi niiwin niishtana nshi niish nchiwok Anishnaabek waa debnanghig maanda enso ngobboon maanding zhoonyaa. Owi pii maatookiing maage wii debnamwaat mooshkin zhoonyaa aabdeg zhaangswaak niimdana nshi nshwaaswi ada nchiwok gonda Anishnaabeg. Giishpin noondaash yaawaad gonda Anishnaabek, miigo minik ge naazhnigaadek owi zhoonyaa maanding enso ngobboon.</p> <p>Maaba William Benjamin Robinson enaabshkowaajin Gchi Gimaa Kwen miinwaa Naagaanziikidang Province gii giizhaaknige gonda geyaabi aanin Anishnaabek endaa jig ode Mkade Ziibiiing miinwaa Nbisiing Zaagiganing maanda nji dgobii gaazwaat zhiwi naaknigewining mii dash geyaabi ooshime ngodwaak nshi godwaasmidna zhoonyaa epiitendaagog ada aanke biigaade zhiwi gaaawaawiindmaading minik</p>	<p>the money is distributed, they must number 948 (literal math was used as I do not know of a word to describe 2/3). If the number of Anishnaabek is less, then the money is lowered also.</p> <p>This William Benjamin Robinson who is standing in for the Gchi Gimaa Kwe and the leader of the Province (there is no Anishinaabe word for province) has agreed that since the Anishnaabek living at French River and Lake Nipissing, have been included to the promise, an amount worth 160 in English money (there is no Anishnaabe word for pounds) will be added to the total amount of 2000 English money (there is no Anishnaabe word for pounds) mentioned earlier.</p>
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TREATY TRANSLATION

<p><i>Schedule of Reservations made by the above-named subscribing Chiefs and Principal Men.</i></p> <p>FIRST—Pamequonaishcung and his Band, a tract of land to commence seven miles, from the mouth of the River Maganeta-wang, and extending six miles east and west by three miles north.</p> <p>SECOND—Wagemake and his Band, a tract of land to commence at a place called Nekickshegeshing, six miles from east to west, by three miles in depth.</p> <p>THIRD—Kitcheposkissegan (by Papa-sainse), from Point Grondine westward, six miles inland, by two miles in front, so as to include the small Lake Nessinassung—a tract for themselves and their Bands.</p> <p>FOURTH—Wabakekik, three miles front, near Shebawenaning, by five miles inland, for himself and Band.</p> <p>FIFTH—Namassin and Naoquagabo and their Bands, a tract of land commencing near Qacloche, at the Hudson Bay Company's boundary; thence westerly to the mouth of Spanish River; then four miles up the</p>	<p>zhoonyaa wii minding ode niizhing mdaaswaak yeshkad ezhibiigaadeg.</p>	
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TREATY TRANSLATION

<p>south bank of said river, and across to the place of beginning.</p> <p>SIXTH—Shawenakishick and his Band, a tract of land now occupied by them, and contained between two rivers, called White-fish River, and Wanabitaseke, seven miles inland.</p> <p>SEVENTH—Windawtegawinini and his Band, the Peninsula east of Serpent River, and formed by it, now occupied by them.</p> <p>EIGHTH—Ponekeosh and his Band, the land contained between the River Missis-saga and the River Penebewabecong, up to the first rapids.</p> <p>NINTH—Dokis and his Band, three miles square at Wanabeyakokaun, near Lake Nipissing and the island near the Fall of Okickandawt.</p> <p>TENTH—Shabokishick and his Band, from their present planting grounds on Lake Nipissing to the Hudson Bay Company's post, six miles in depth.</p> <p>ELEVENTH—Tagawinini and his Band, two miles square at Wanabitibing, a place about forty miles inland, near Lake Nipissing.</p> <p>TWELFTH—Keokouse and his Band, four miles front from Thessalon River eastward, by four</p>		
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TREATY TRANSLATION

<p>miles inland. THIRTEENTH—Mishequanga and his Band, two miles on the lake shore east and west of Ogawaminang, by one mile inland.</p> <p>FOURTEENTH—For Sbinguacouse and his Band, a tract of land extending from Maskinongé Bay, inclusive, to Partridge Point, above Garden River on the front, and inland ten miles, throughout the whole distance; and also Squirrel Island.</p> <p>FIFTEENTH—For Nebenaigoching and his Band, a tract of land extending from Wana-bekineyunnung west of Gros Cap to the boundary of the lands ceded by the Chiefs of Lake Superior, and inland ten miles throughout the whole distance, including Batchewanaung Bay; and also the small island at Sault Ste. Marie used by them as a fishing station.</p> <p>SIXTEENTH—For Chief Mekis and his Band, residing at Wasaquesing (Sandy Island), a tract of land at a place on the main shore opposite the Island; being the place now occupied by them for residence and cultivation, four miles square.</p> <p>SEVENTEENTH—For Chief Muckatami-shaquet and his Band, a</p>		
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TREATY TRANSLATION

<p>tract of land on the east side of the River Naishconteong, near Pointe aux Barils, three miles square; and also a small tract in Washauwenega Bay—now occupied by a part of the Band—three miles square.</p>		
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