

1850 ROBINSON HURON TREATY

**Treaty agreement between the British Crown and
the Ojibways of the north shore of Lake Huron**

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, between the Honorable WILLIAM BENJAMIN ROBINSON, of the one part, on behalf of HER MAJESTY THE QUEEN, and SHINGUACOUSE, NEBENAIGOCHING, KEOKOUSE, MISHEQUONGA, TAGAWININI, SHABOKISHICK, DOKIS, PONEKEOSH, WINDAWTEGOWININI, SHAWENAKESHICK, NAMASSIN, NAOQUAGABO, WABAKEKIK, KITCHEPOSSIGUN by PAPASAINSE, WAGEMAKI, PAMEQUONASHEUNG, Chiefs; and JOHN BELL, PAQWATCHININI, MASHEKYASH, IDOWEKESIS, WAQUACOMICK, OCHEEK, METIGOMIN, WATACHEWANA, MINWAWAPENASSE, SHENAOQUOM, ONINGEGUN, PANAISSY, PAPASAINSE, ASHEWASEGA, KAGESHEWAWETUNG, SHAWONEBIN; and also Chief MAISQUASO (also Chiefs MUCKATA, MISHOQUET, and MEKIS), and MISHOQUETTO and ASA WASWANAY and PAWISS, principal men of the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron, from Penetanguishene to Sault Ste. Marie, and thence to Batchewanaung 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:

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 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.

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.

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.

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 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.

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; 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.

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.

Schedule of Reservations made by the above-named subscribing Chiefs and Principal Men.

FIRST --Pamequonaishcung and his Band, a tract of land to commence seven miles, from the mouth of the River Maganetawang, and extending six miles east and west by three miles north.

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.

THIRD--Kitcheposkissegan (by Papasainse), 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.

FOURTH--- Wabakekik, three miles front, near Shebawenaning, by five miles inland, for himself and Band.

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 south bank of said river, and across to the place of beginning.

SIXTH --Shawenakishick and his Band, a tract of land now occupied by them, and contained between two rivers, called Whitefish River, and Wanabitaseke, seven miles inland.

SEVENTH --Windawtegawinini and his Band, the Peninsula east of Serpent River, and formed by it, now occupied by them.

EIGHTH --Ponekeosh and his Band, the land contained between the River Mississaga and the River Penebewabecong, up to the first rapids.

NINTH --Dokis and his Band, three miles square at Wanabeyakokaun, near Lake Nipissing and the island near the Fall of Okickandawt.

TENTH --Shabokishick and his Band, from their present planting grounds on Lake Nipissing to the Hudson Bay Company's post, six miles in depth.

ELEVENTH --Tagawinini and his Band, two miles square at Wanabitibing, a place about forty miles inland, near Lake Nipissing.

TWELFTH -- Keokouse and his Band, four miles front from Thessalon River eastward, by four miles inland.

THIRTEENTH -- Mishequanga and his Band, two miles on the lake shore east and west of Ogawaminang, by one mile inland.

FOURTEENTH -- For Shinguacouse 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.

FIFTEENTH -- For Nebenaigoching and his Band, a tract of land extending from Wanabekineyunnung 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.

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.

SEVENTEENTH -- For Chief Muckatamishaquet and his Band, a 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.

Signed, sealed, and delivered at Sault Ste. Marie, the day and year first above written, in presence of—

(Signed)
 ASTLEY P. COOPER,
Capt. Rifle Brig.
 GEORGE IRONSIDE,
S. I. Affairs.
 F. W. BALFOUR,
Lieut. Rifle Brig.
 ALLAN MACDONELL.
 GEO. JOHNSTON,
Interpreter.
 LOUIS CADOTT.
 J. B. ASSIKINACK.
 T. W. KEATING.
 JOS. WILSON.

(Signed)

W. B. ROBINSON.
 SHINGUACOUSE, his + [L. S.] mark.
 NEENAIGOCHING, his + [L. S.] mark.
 KEOKOUSE, his + [L. S.] mark.
 MISHEQUONGA, his + [L. S.] mark.
 TAGAWININI, his + [L. S.] mark.
 SHAROKESHICK, his + [L. S.] mark.
 DOKIS, his + [L. S.] mark.
 PONEKEOSH, his + [L. S.] mark.
 WINDAWEGOWININI, his + [L. S.] mark.
 SHAWENAKESHICK, his + [L. S.] mark.
 NAMASSIN, his + [L. S.] mark.
 MUCKATA MISHAQUET, his + [L. S.] mark.
 MEKIS, his + [L. S.] mark.
 MAISQUASO, his + [L. S.] mark.
 NAOQUAGABO, his + [L. S.] mark.
 WABOKERICK, his + [L. S.] mark.
 KITCHESOSSEGUN, his + [L. S.] mark.
 (by Papasuinse)
 WAGEMAKE, his + [L. S.] mark.

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|------------------------------------|-------------------|---------|
| PAMEQUONAISHCUNG, | his + mark. | [L. S.] |
| JOHN BELL, | his + mark. | [L. S.] |
| PAQWATCHININI, | his + mark. | [L. S.] |
| MASHEKYASH, | his + mark. | [L. S.] |
| IDOWEKESIS, | his + mark. | [L. S.] |
| WAQUACOMICK, | his + mark. | [L. S.] |
| MISHOQUETTO, | his + mark. | [L. S.] |
| ASA WASWANAY, | his + mark. | [L. S.] |
| PAWISS, | his + mark. | [L. S.] |
| OCHEEK, | his + mark. | [L. S.] |
| METIGOMIN, | his + mark. | [L. S.] |
| WATACHEWANA, | his + mark. | [L. S.] |
| MIMEWAWAPENASSE, | his + mark. | [L. S.] |
| SHENAOQUM, | his + mark. | [L. S.] |
| ONINGEGUN, | his + mark. | [L. S.] |
| PANAISY, | his + mark. | [L. S.] |
| PAPASAINSE, | his + mark. | [L. S.] |
| ASHEWASEGA, | his + mark. | [L. S.] |
| KAGISHEWAWETUNG, (by Baboncung) | his + mark. | [L. S.] |

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|---|-------------|-------------------|---------|
| } | SHAWONEBIN, | his + mark. | [L. S.] |
|---|-------------|-------------------|---------|

Witness to signatures of Muckata Mishaquet, Mekis, Mishaquette,
Asa Waswanay, and Pawiss—

T. G. ANDERSON, S. J. A.
W. B. HAMILTON,
W. SIMPSON,
ALFRED A. THOMPSON.