

"EVERYTHING PROMISED HAD BEEN INCLUDED IN THE WRITING": INDIAN RESERVE
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“EVERYTHING PROMISED HAD BEEN INCLUDED IN THE WRITING” INDIAN RESERVE FARMING AND THE SPIRIT AND INTENT OF TREATY SIX RECONSIDERED

DEREK WHITEHOUSE-STRONG

In December 2005, a Canadian federal court justice dismissed a six-hundred-million-dollar claim by the Samson Cree related to alleged mismanagement of its energy royalties. In newspaper interviews, a lawyer for the Samson Cree expressed disbelief and stated that the justice “discounted the testimony of our elders” and “followed essentially the word of the white man and the written word of the white man.”

Key Words: agriculture, Canada, Cree, farming, oral history, Saskatchewan, treaties

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He continued: “It’s as if the white man cannot be biased, but the Indians might be biased in their recounting of history.”¹ Interestingly, 120 years before the justice dismissed the Samson Cree case, the Canadian Department of Indian Affairs actively sought Indian² testimony, believing that the oral accounts were more accurate than its own written records.

In the mid-1880s, the Department of Indian Affairs launched an investigation into claims by Indian signatories to Treaty Six that the government was not honoring its treaty commitments. Because its own records were flawed, the department instructed its employees to gather Indian recollections and oral testimonies and relied on this information when it concluded that some treaty obligations did remain unfilled. However, when Indian signatories in the same period claimed that the text of Treaty Six did not accurately reflect the spirit and intent of the negotiations and did not record all the obligations that they had extracted from the government, the department did not seek Indian testimony to verify or refute the charges; rather, it relied solely upon its written records and it rejected the claims outright. Analyses of the spirit and intent of

Treaty Six must recognize that the Department of Indian Affairs' selective use of Indian recollections and oral testimonies in the late nineteenth century reinforced both contemporary and current divergent understandings and perspectives about the spirit and intent of that document.³

NEGOTIATION OF TREATY SIX: DICHOTOMY OF INTENT

Events leading up to the negotiation of Treaty Six, and the negotiation itself, show that a dichotomy existed between the goals that the Canadian government and the Indian peoples hoped to achieve with the treaty. The Canadian government wanted to use the treaty process to facilitate peaceful Euro-Canadian settlement of western Canada by extinguishing Indian title to the land and establishing a reserve system.⁴ It also believed that reserve agriculture and Euro-Canadian academic and religious instruction would mitigate the impact that disappearing buffalo herds and advancing Euro-Canadian settlement would have on the Indian peoples of the prairies as well as hasten their absorption into Euro-Canadian society.⁵

Although land pressures were the primary motivators behind the Canadian government's decision to treat with various bands, its limited annual budget and the national preoccupation with constructing a transcontinental railway limited its ability to act.⁶ The government therefore entered into treaty negotiations only when it deemed it necessary. Indeed, in 1871, when several of the bands that eventually signed Treaty Six expressed "feeling[s] of discontent and uneasiness" about their changing social and economic conditions and requested a treaty, the government declined.⁷ The government entered into discussions several years later, only after separate groups of Cree threatened to disrupt survey and telegraph crews.⁸ The text of Treaty Six was determined during negotiations at Fort Carlton and was agreed to on August 23, 1876: all subsequent adhesions required that signatories agree to the original text and the original obligations.⁹

While the Canadian government entered into Treaty Six negotiations to facilitate Euro-Canadian settlement and the economic and cultural absorption of the Indian populations, Indian negotiators intended to use the clauses contained in the treaty to protect their cultures and economies from the effects of settlement pressures and of diminishing buffalo herds. Chief Ahtukukkoop,¹⁰ one of the main negotiators of Treaty Six, commented that

[w]e have always lived and received our needs in clothing, shelter, and food from the countless multitudes of buffalo that have been with us since the earliest memory of our people. No one with open eyes and open minds can doubt that the buffalo will soon be a thing of the past. Will our people live as before when this comes to pass? No! They will die and become just another memory unless we find another way.¹¹

Indeed, Ahtukukkoop pointed out that "[t]he mother earth has always given us plenty with the grass that fed the buffalo. Surely we Indians can learn the ways of living that made the whiteman strong."¹²

For Ahtukukkoop and his fellow negotiators, "the ways of living that made the white man strong" were rooted in agricultural production, and they expected to use Treaty Six to transition their hunting-based economy to one based on farming in a reserve context. In making this transition, they were not content merely to survive in a subsistence lifestyle. Several years before the negotiations at Fort Carlton, future Treaty Six commissioner W. J. Christie informed Cree representatives that when they did sign a treaty with the government they could expect to be treated "most liberally" and that they would become "well off."¹³ Indian negotiators at Fort Carlton therefore expected that the obligations that they secured under treaty would allow reserve populations to remain culturally independent from Euro-Canadian society and to compete successfully in the agricultural economy of the Canadian prairies.



FIG. 1. *Treaty with Saskatchewan Crees, 1876.* Courtesy of Glenbow Archives, NA-1315-19, Glenbow Museum, Calgary, Alberta.

To ensure that the government addressed their concerns, the Cree chiefs actively prepared for the discussions held at Fort Carlton.¹⁴ They were well aware of the intricacies involved in translating from one language into another, and rather than relying on individuals whom the government selected and employed, they hired Peter Erasmus as their interpreter.¹⁵ Consequently, when the government's representatives informed the chiefs that federal interpreters would work at the proceedings and that Erasmus's services were not required, Mistowasis (who was another senior negotiator) cautioned, "I know what it takes to interpret," and threatened to leave if Erasmus was not permitted to translate.¹⁶ Erasmus proved to be so superior to the government's own interpreters (Peter Ballendine and treaty commissioner Reverend John A. Mackay)¹⁷ that shortly into the negotiations Morris hired him to serve as the "chief interpreter, being assisted by the others."¹⁸

For their part, the Indian negotiators who were present at Fort Carlton in August 1876 agreed to

promise and engage that they will in all respects obey and abide by the law, and they will maintain peace and good order between each other, and also between themselves and other tribes of Indians, and between themselves and others of Her Majesty's subjects,

whether Indians or whites, now inhabiting or hereafter to inhabit any part of the said ceded tracts, and that they will not molest the person or property of any inhabitant of such ceded tracts, or the property of Her Majesty the Queen, or interfere with or trouble any person passing or travelling through the said tracts, or any part thereof; and that they will aid and assist the officers of Her Majesty in bringing to justice and punishment any Indian offending against the stipulations of this treaty, or infringing the laws in force in the country so ceded.¹⁹

Further, they agreed to "cede, release, surrender and yield up to the Government of the Dominion of Canada for Her Majesty the Queen and her successors forever, all their rights, titles and privileges whatsoever, to the lands" defined within the text of the document and "also all their rights, titles and privileges whatsoever, to all other lands, wherever situated, in the North-West Territories, or in any other Province or portion of Her Majesty's Dominions, situated and being within the Dominion of Canada."²⁰

In return for these concessions, the Indian negotiators demanded "assistance to get established in their new occupation of agriculture, not only financially, but also in instruction and management."²¹ The federal government made several commitments that were designed

to "encourag[e] . . . the practice of agriculture" and that established clear treaty obligations regarding the provision of money, seeds, implements, tools, and livestock to members of Indian reserves who were "engaged in cultivating the soil." The Canadian government committed to "lay aside reserves for farming lands . . . and other reserves for the benefit of the said Indians . . . provided all such reserves shall not exceed in all one square mile for each family of five, or in that proportion for larger or smaller families." As well, the government agreed to establish "schools for instruction in such reserves hereby made, as to [H]er Government of the Dominion of Canada may seem advisable, whenever the Indians of the reserve shall desire it."²²

While these and other considerations were similar to those that had been agreed to under the terms of Treaties Three, Four, and Five, they did not fully address the needs and concerns of the Indian negotiators at Fort Carlton. Treaty Six was finalized only once they had extracted additional considerations that they believed would ensure not only their cultural, economic, and physical survival but also their ability to prosper in the same economy as Euro-Canadian farmers who settled in the West. The federal negotiators in turn agreed to these same concessions on the grounds that they would "help them [the Indians] to cultivate the soil," thereby facilitating the goal of opening the prairie region to peaceful Euro-Canadian settlement.²³

The Indian negotiators, for example, secured a promise from the government to provide economic assistance should they be "overtaken by any pestilence, or by a general famine."²⁴ They demanded this provision because they were concerned about "the ignorance of Indians in commencing to work the land"²⁵ and about their fate should their crops or other means of sustenance (including the rapidly disappearing buffalo herds) fail.²⁶ Indeed, Mistowasis cautioned the federal representatives that "[t]his is no trivial matter with us."²⁷

Indian negotiators also recognized that because reserve farmers would have to devote

significant amounts of time and energy to plowing, seeding, and cultivating the land, they would have limited ability to hunt and trap in the spring.²⁸ The negotiators therefore insisted that the government provide reserve farmers with a secure source of "food in the spring."²⁹ Believing that this concession would assist treaty signatories in making the transition to reserve agriculture, the Canadian government agreed to provide one thousand dollars a year for three years for "the purchase of provisions for the use of such of the band as are actually settled on the reserves and are engaged in cultivating the soil, to assist them in such cultivation."³⁰ Moreover, federal negotiators agreed that band members who were "actually engaged in farming land on the reserves . . . would be at liberty to hunt and trap on government lands the same as before" and emphasized that the "things they would be getting would be a present on top of what they had before."³¹

Treaty Six Indian negotiators also succeeded in increasing the government's tool, implement, and livestock obligations. At the start of the talks, Governor Morris offered to distribute the same numbers and proportions of animals and goods as called for by Treaty Three.³² The Indian negotiators at Fort Carlton, however, demanded additional considerations; they believed that the government's initial offer was insufficient to allow them to develop reserve agricultural systems that could survive and succeed when competing with Euro-Canadian farmers in the new prairie economy. Morris agreed to those requests that he believed would "encourage their desire to settle."³³ Treaty Six therefore included the following provisions:

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: Four hoes for every family actually cultivating; also, two spades per family as aforesaid; one plough for every three families, as aforesaid, one harrow for every three families as aforesaid; two scythes, and one whetstone and two hay forks and two reaping-hooks for every family as aforesaid; and

also two axes, and also one cross-cut saw, and also one hand-saw, one pit-saw, the necessary files, one grindstone and 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, four oxen, one bull and six cows, also one boar and two sows, and one handmill when any band shall raise sufficient grain therefor; all the aforesaid articles to be given *once for all* for the encouragement of the practice of agriculture among the Indians.³⁴

Thus, while both negotiating parties saw Treaty Six as a means of encouraging and developing reserve agriculture, they differed markedly about the ends that were desired. The Canadian government expected the treaty to facilitate the economic and cultural absorption of the Indian signatories into Euro-Canadian society; the Indian signatories saw the treaty as a tool to help them maintain their cultural identities and develop a successful reserve-based agricultural system that would enable them to maintain their economic independence in the face of Euro-Canadian settlement.

TRANSLATION AND SIGNING OF TREATY SIX

Despite the fact that the federal treaty party also employed Peter Erasmus to interpret during the Treaty Six negotiations, the Cree chiefs continued to express confidence in his honesty and ability, and invited him to attend their private councils.³⁵ Indeed, while some Cree negotiators accepted Morris's word that all the points they had raised with the treaty commissioners were included in the written text of Treaty Six, others were more cautious and relied on Erasmus for verification. Mistowasis requested that Erasmus "keep a close watch on the wording to see that it included everything that had been promised." Erasmus informed Mistowasis "that everything promised had

been included in the writing" and with this assurance Mistowasis signed the document.³⁶

Although Erasmus was the lead translator during the negotiations, the government's records show that Ballendine, Mackay, James McKay, and W. J. Christie also served as translators for the federal treaty party.³⁷ Their responsibilities included "watching how the answers [to questions raised by the Indian negotiators] were rendered [by Erasmus], and correcting when necessary." They confirmed that "[t]he Crees accepted the revised proposals [after the] . . . treaty was interpreted to them carefully, and was then signed, and the payment made in accordance therewith."³⁸

At Fort Pitt, Morris continued the pattern of promoting reserve agriculture as the best means of ensuring the physical and economic survival of Indian peoples in the Treaty Six area, and he offered to teach the Cree "the cunning of the white man."³⁹ Arguing that the economic future of the prairie region was tied to the success of settled agriculture, Morris noted that the Numbered Treaties provided the means and opportunities for Indian signatories to compete in that economy. He recounted how

we had come at their own request, and that there was now a trail leading from Lake Superior to Red River, that I saw it stretching on thence to Fort Ellice, and there branching off, the one track going to Qu'Appelle and Cyprus Hills, and the other by Fort Pelly to Carlton, and thence I expected to see it extended, by way of Fort Pitt to the Rocky Mountains; on that road I saw all the Chippewas and Crees walking, and I saw along it gardens being planted and houses built. I invited them to join their brother Indians and walk with the white men on this road.⁴⁰

Morris then offered the Indian peoples who had gathered at Fort Pitt "the same terms" as had been agreed to at Fort Carlton.⁴¹

Erasmus (now in the sole employ of the federal treaty party) and his assistants explained

the terms of the treaty to the Indian negotiators at Fort Pitt, and the negotiators themselves acknowledged that Mistowasis and Ahtukukkoop would have acted in the best interests of their peoples. Furthermore, when Chief James Seenum attempted to expand on the treaty obligations, Morris informed him and the other chiefs and headmen who were in attendance that it was not in his power "to add clauses to this treaty." The text of Treaty Six that was negotiated and translated at Fort Carlton could not be changed by subsequent signatories.⁴²

The treaty talks at Fort Pitt, however, revealed that the federal interpreters were not capable of accurately conveying some of the subtleties within Indian speeches. At Fort Pitt, Chief Big Bear expressed concern that the declining buffalo herds threatened his people's hunting economy and that the loss of their main source of sustenance would mean the end of their freedom. The federal interpreter (possibly Reverend John A. Mackay)⁴³ translated Big Bear's speech to Morris as a request to "save me from what I most dread, that is: the rope to be about my neck (hanging)." This translation caused the Canadian officials to view Big Bear in a very negative light, and led Morris to chastise him and suggest that "[t]he good Indian need never be afraid" to have "the rope about his neck."⁴⁴

Historian Hugh A. Dempsey, however, has shown that Big Bear's concern was not the fear of hanging but rather of being leashed. Big Bear used the metaphor of having a rope about his neck to highlight his concerns that the destruction of the buffalo would diminish the ability of his people to live and act freely.⁴⁵ It was in this context that Big Bear called for the protection of the remaining herds so "that there may be enough for all."⁴⁶

Indeed, Morris himself later informed his superiors that the subject of preserving the buffalo "was constantly pressed on my attention by the Indians" during the Treaty Six negotiations. Believing that "a few simple regulations would preserve the herds for many years," Morris "promised [them] that the matter would

be considered by the North-West Council."⁴⁷ Thus, when Morris answered Big Bear's request "that there be no hanging" with the response that "[t]he Queen's law punishes murder with death, and your request cannot be granted," the chief (who was not aware that an error in translation had occurred and who likely was confused by the governor's response) took this to mean that the government would help to protect the buffalo. He informed Morris that the chiefs who were present at the Fort Pitt negotiations "will help us to protect the buffalo, that there may be enough for all. I have heard what was said, and I am glad we are to be helped."⁴⁸

In a separate incident, a third party informed Peter Erasmus that Chief Seenum had misunderstood the amount of land that he and his people were entitled to under the terms of Treaty Six and that he had signed the Treaty Six document not realizing this error.⁴⁹

Thus, the government's translators experienced some difficulty in accurately conveying the terms, spirit, and intent of the negotiating parties. For the federal treaty party, the impact of errors in translation was not necessarily severe: the government could and did refer to the text of the treaty (which was written in English) if any issues or concerns arose. For the Indian negotiators, however, the consequences of faulty and inadequate translations were more dire: because most neither spoke nor read English fluently, they relied on interpreters to accurately convey to them the exact wording, meaning, and intent of the negotiations and of the treaty text.

TERMS, SPIRIT, AND INTENT OF TREATY SIX: DIVERGENCE OF UNDERSTANDING

This reliance on interpreters and the recording of the treaty terms and proceedings in a written language that was foreign to one of the two main negotiating parties led to a divergence in the understandings of the terms, spirits, and intent of Treaty Six. When the Indian and federal parties signed Treaty Six, they believed that the agreed upon amounts and types of livestock, implements,

and tools would be sufficient to allow Indian farmers to adapt successfully to a reserve-based agricultural system. Nevertheless, they were aware that the needs of reserve farmers might increase or change as they shifted their attention toward agriculture and away from hunting, trapping, and fishing. Indian negotiators signed Treaty Six with the belief that the Canadian government had "pledged itself to put them in the same position as the white man" and that it would (if necessary) adjust the treaty obligations to achieve this goal.⁵⁰ Indeed, Ahtukukkoop raised this point during the initial treaty negotiations at Fort Carlton and requested that band members "be helped when they settle" and that the government give them "proportionate help as they advanced in civilization."⁵¹

While the written records do not show Governor Morris addressing this point during treaty negotiations, he did commit the government to "give them provisions to aid them while cultivating, to the extent of one thousand dollars per annum, but for three years only"; he expected that after three years, Indian farmers would be established and "able to support themselves."⁵² Morris also pledged, however, that "you need not concern yourselves so much about what your grand-children are going to eat; your children will be taught, and then they will be as well able to take care of themselves as the whites around them."⁵³

While Morris specifically was referring to the provision of schools, Erasmus and the Indian negotiators viewed the statement in the context of reserve agriculture. Of the same conversation, Erasmus recalled Morris saying, "You will get the seed and you need not concern yourselves about what your children will eat. They will be taught and able to look after themselves."⁵⁴ The governor's words thus confirmed the Cree belief that the terms of Treaty Six were not geared toward promoting subsistence level agricultural production; rather, they were to provide Indian farmers, their children, and subsequent generations with the means of becoming "well off."

This divergence of understanding is important, because historian Sarah Carter has shown

that Treaty Six obligations proved to be wholly inadequate for the large-scale dry-farming methods that many Euro-Canadian farmers adopted once they became familiar with local soil and climate conditions.⁵⁵ Indeed, less than five years after the signing of Treaty Six, Indian commissioner Edgar Dewdney suggested that if Indian farmers were to succeed, they required much greater assistance than written treaty terms provided. In 1881, he reported that "[t]he want of more teams and implements is felt by the Indians from one end of the territory to the other" and that "it is found that the number of cattle and implements promised by the treaty is insufficient." Dewdney believed that even though Treaty Six was "a little more liberal" than the earlier Numbered Treaties, its terms were not sufficient to promote the type of reserve agriculture and the level of independence that the Canadian and Indian framers of the treaty had intended. Consequently, in addition to recommending that the government give Indian farmers more animals than were called for under written the terms of Treaty Six, he also suggested adopting a broader policy of providing one plow to each family "who satisfied the Agent that by their industry they could become [settled and independent]."⁵⁶

The government's own officials confirmed that "[i]t will be necessary in order to give the Indians a fair chance to earn their living by farming to furnish them with more oxen than are stipulated for in the Treaty."⁵⁷ The department therefore agreed to "liberally assis[t]" individuals and families by providing them with larger quantities and different types of tools and livestock than were called for under the terms of Treaty Six.⁵⁸

Several chiefs, however, charged that the government had failed to honor even those promises that were expressly stated in the written terms of Treaty Six. In the decade that followed the negotiations at Fort Carlton, Antoine of the Chipewyans of Heart Lake frequently demanded that the Department of Indian Affairs distribute quantities of implements and livestock that were outstanding.⁵⁹ Chief Seenum and his councillors also accused

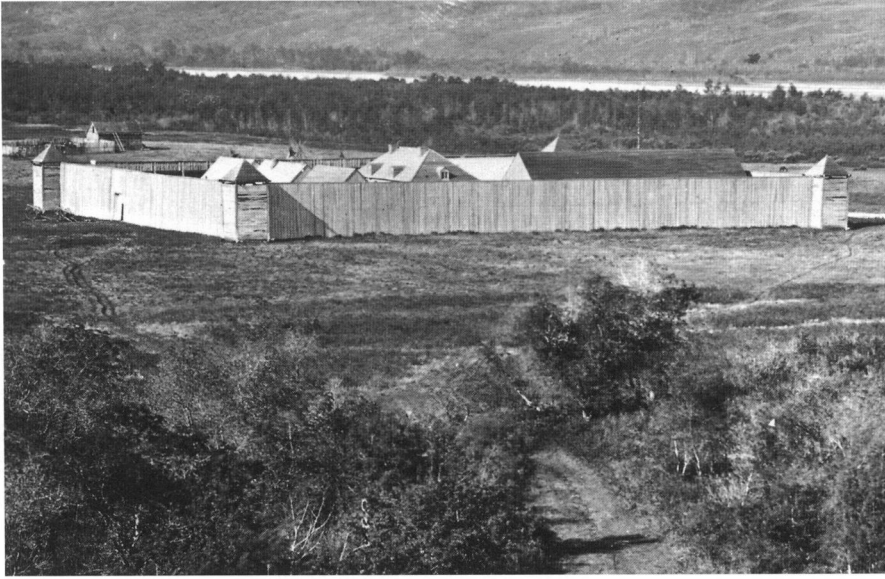


FIG. 2. *Fort Carlton*. Courtesy of Glenbow Archives, NA-675-1, Glenbow Museum, Calgary, Alberta.

the department of not honoring treaty obligations, and six years after he signed the treaty he informed Indian inspector T. P. Wadsworth that “we were told that every 3 families should have one plough, but we are far short of that.”⁶⁰

Moreover, the Indian farmers themselves recognized that the treaty provisions were not suited to the realities of farming in the Canadian prairies. Because they had signed Treaty Six with the expectation that as their farming needs evolved, so too would the equipment provided by the government, Mistowasis, Ahtukukkoop, and other Cree chiefs informed the department that they had “grievances to consult over.” In 1884, the chiefs asked that “all Treaty provisions should be fulfilled.” They listed numerous instances where they believed that the government had not honored its written treaty obligations, including

- that “the cattle given them are insufficient for them to gain their livelihood”
- that the government should replace the work oxen and cows that it had provided because they were not suited to farm work

- that the horses and wagons provided were not suited for use as personal conveyances for chiefs
- that when treaty adherents experienced hunger and destitution, the government had failed to provide “liberal assistance” as required under the terms of Treaty Six.⁶¹

The chiefs also claimed that “there is not enough of anything supplied to them to enable all to farm.” Consequently, they stated that because the government “told [them] that they would see how the white man lived, and would be taught to live like him,” and because “the Govmt pledged itself to put them in the same position as the white man,” the government should provide Indian farmers with “threshing mills, mowers, reapers, and rakes” similar to those used by Euro-Canadian farmers.⁶²

THE DEPARTMENT’S SELECTIVE USE OF ABORIGINAL TESTIMONY

When presented with these charges, Indian Affairs officials requested that their agents

in the field determine if the department had provided livestock, implements, and tools in sufficient quantities to fulfill federal treaty obligations.⁶³ Even before local Indian agents submitted their replies, however, the superintendent general informed the Indian commissioner that "so far as the actual quantity and description of implements as well as of food given to them and the value of the same are concerned, they have received very much more than the Treaty ever intended that they should receive."⁶⁴

Federal officials, however, had neither a valid nor a defensible basis for making this statement. For contemporaries in the nineteenth century, tracking the implements and livestock that had been distributed toward fulfilling the government's treaty obligations was an imprecise endeavour at best. Indian agents and farm instructors often proved incapable of keeping accurate records⁶⁵ and many failed to submit their returns and reports on time or even at all.⁶⁶ Furthermore, the government acknowledged that "for many reasons" its "system of recording cattle &c." was "most imperfect" because it had "gradually developed, as the requirements of the service have been discovered."⁶⁷ The lists of "Appropriations" and "Expenditures" that appeared in the Department of Indian Affairs' annual reports, for example, reported what implements, tools, and livestock were distributed at the treaty level, but they rarely identified specific reserves as receiving specific treaty obligations.⁶⁸ As a result, department officials admitted that it would be "very difficult" to generate any sort of report that accurately tabulated this information.⁶⁹

The government thus was aware of significant limitations and shortcomings in its recordkeeping system and acknowledged that it was not in a position to provide a satisfactory response to mounting criticisms that it was not fulfilling its obligations. In 1883, federal officials therefore recommended that Indian commissioner Dewdney "send in a statement showing the different Bands in that Treaty [Treaty Six] among which the said cattle &c.

have been distributed as well as a statement showing what things are still due to those Indians under Treaty stipulations & also the articles which have been given over and above those promised by Treaty."⁷⁰ One year later, in response to the aforementioned charges leveled by Mistowasis, Ahtukukkoop, and the other Cree chiefs, the superintendent general of Indian Affairs wrote that "I should be glad to be informed of the result of his [Dewdney's] enquiries as regards each of the matters of complaint . . . in so far as the same form part of the stipulations contained in the Treaty made with these Indians."⁷¹

By 1885, however, Dewdney informed the superintendent general of Indian Affairs that because many of the records that detailed which Treaty Six bands had received what treaty obligations were "inaccurate," it would be necessary to "visit . . . each band of Indians and [make] close enquiries . . . among them."⁷² He observed from past experience that when "making enquiries from the Indians over a cup of tea and a pipe of tobacco they could recall nearly all issues to their memory, that is of the cattle, horses and larger articles such as plows, harrows, etc.—of course as to axes, hoes and such like more difficulty was experienced."⁷³ Dewdney thus placed as great, if not greater, stock in the oral histories and personal recollections of Indian peoples with respect to treaty obligations than he did in the written records of his own department. He informed the superintendent general that he hoped that this personal investigation, combined with the information that was "already on hand will no doubt enable me to complete a return which will prove satisfactory to the Department."⁷⁴

In the fall of 1885, representatives of the Department of Indian Affairs were able to meet with the chiefs and headmen of the Treaty Six bands. As Dewdney had foreseen, all parties reached a consensus about what "[i]mplements, tools, cattle, &c." the inhabitants of the Indian reserves "had received from the Indian Department" up to and including December 31, 1884.⁷⁵ While these returns showed that many Treaty Six bands in fact had received

their full allotment of treaty tools, implements, and livestock,⁷⁶ they also showed that in a large number of situations the government in fact had not fulfilled its treaty obligations.⁷⁷ Moreover, department officials admitted that some of the implements that had been distributed in fulfillment of treaty obligations were of inferior quality.⁷⁸

In addition to investigating the claims that Indian signatories to Treaty Six had not received their allotted treaty tools, implements, and livestock, the department also responded to the suggestions that the government had “pledged itself to put . . . [the Indians] in the same position as white men, and that therefore they should be given threshing mills, mowers, reapers and rakes” and that “a living by agriculture was promised them (the Indians).”⁷⁹ Referring directly “to the Treaty and to the negotiations as officially reported that took place when the Treaty was being concluded,” the superintendent general stated that “I cannot find that any of the promises claimed under these heads were really made to the Indians”⁸⁰ and considered the case to be closed.

CONCLUSION

According to the letter of the treaty, the department’s position was valid: there were no clauses within the treaty that required the government to provide additional or different types or quantities of tools, livestock, and implements if farming requirements changed. The department’s own written records nevertheless show that Mistowasis, Ahtukukkoop, and other chiefs signed Treaty Six believing that the government had committed to helping them develop successful reserve agricultural systems and to continuing providing them with assistance to achieve that end as their needs changed. The fact that the government merely consulted the written documents that were readily available and dismissed their claims without an in-depth investigation is curious given its own experiences and practices with other related contemporary issues. The government, for example, had incorrectly assumed

that the complaints of Seenum, Mistowasis, Ahtukukkoop, and others that it was not fulfilling obligations that were explicitly stated in the text of Treaty Six were false; federal officials later determined through direct interviews with the Indian claimants that some bands had not received their full allotment of treaty livestock, tools, and implements. Indeed, the government’s inability to provide accurate data relating to the distribution of treaty obligations and its reliance on Indian statements and recollections to provide that information demonstrated the flawed nature of its own written records and the value and accuracy of Indian testimony. It is in this light that one must view Indian claims that the written text of Treaty Six does not reflect the true spirit and intent of the negotiations and does not accurately record all of the concessions that they had extracted from federal negotiators at Fort Carlton.

NOTES

Author’s note: Although the main focus of this essay is on the Treaty Six area, the impact of Department of Indian Affairs’ policies was felt throughout the Canadian West. Consequently, documents relating to Numbered Treaties One through Five also were reviewed and cited in this paper. Minor parts of this article are based on an unpublished paper I prepared for the Enoch Cree Nation in Alberta and for the law firm of Ackroyd, Piasta, Roth, and Day in Edmonton, Alberta. All parties have granted permission to publish part of that paper in its current form.

1. Judy Monchuk, “Federal Judge Throws Out Alta.’s Samson Cree Mismanagement Claim,” *Canadian Press*, December 6, 2005, < <http://www.canada.com/nationalpost/story.html?id=79f6a785-fba4-496e-b758-320576dfe9b5> > (accessed October 15, 2006).

2. While I prefer the term “Aboriginal” as more historically accurate than the term “Indian,” I use the latter term because the subjects of this paper, individuals who signed Treaty Six, were identified as Indians under the terms of the Indian Act. Numerous identifiable Indian cultures and economies existed in the Canadian West during the treaty period. Though Indian cultures reacted differently to increasing Euro-Canadian settlement and to changing economic and political environments,

there were common themes in the relations between the Canadian government and Indian inhabitants of the prairie region.

3. Some scholars, for example, have observed that "most of our information on the treaties has come from written sources which either ultimately are derived from the government or other parties who had some interest in getting treaties signed" and that "such sources may be presenting a one-sided view of the treaties, especially since Indian people often seem to have very different opinions on what the treaties mean." Lynn Hickey, Richard Lightening, and Gordon Lee, "T.A.R.R. Interview with Elders Program," in *The Spirit of the Alberta Indian Treaties*, ed. Richard Price, 3rd ed. (Edmonton: University of Alberta Press, 1999), 103.

4. John Leonard Taylor, "Two Views on the Meaning of Treaties Six and Seven," in *Spirit of the Alberta Indian Treaties*, 14-15.

5. Derek Whitehouse, "The Numbered Treaties: Similar Means to Dichotomous Ends," *Past Imperfect* 3 (1994): 27-29.

6. *Ibid.*, 27-32. See also J. R. Miller, *Skyscrapers Hide the Heavens: A History of Indian White Relations in Canada*, rev. ed. (Toronto: University of Toronto Press, 2000), 162.

7. Alexander Morris, *The Treaties of Canada with the Indians of Manitoba and the North-West Territories* (1880; reprint, Calgary: Fifth House, 1991), 171-72; Deanna Christensen, *Ahtahkakoop: The Epic Account of a Plains Cree Head Chief, His People, and their Struggle for Survival, 1816-1896* (Shell Lake, SK: Ahtahkakoop Publishing, 2000), 147-52.

8. Morris, *Treaties of Canada*, 168-72.

9. Records of the negotiations that occurred at Fort Carlton are presented in Morris, *Treaties of Canada*, and Peter Erasmus, *Buffalo Days and Nights* (Calgary: Fifth House, 1999).

10. Ahtukukkoop also was known as Star Blanket. See Morris, *Treaties of Canada*, 356, and Erasmus, *Buffalo Days and Nights*, 229. Because the spelling of his name varies in different sources, the form used by treaty commissioner Alexander Morris and in the text of Treaty Six is used in this article.

11. Erasmus, *Buffalo Days and Nights*, 250. Not all Indian signatories to Treaty Six depended upon the buffalo or were involved in the negotiations, but most recognized that Euro-Canadian settlement would stress other game resources and cause conflicts over land.

12. *Ibid.*

13. Christensen, *Ahtahkakoop*, 148-49, and Morris, *Treaties of Canada*, 169.

14. Erasmus, *Buffalo Days and Nights*, 238.

15. Erasmus was born in 1833 to a Danish-born father and a mother who was of mixed European

and Cree ancestry. *Ibid.*, xv, 1-5. Erasmus's various employments as a teacher, guide, hunter, trapper, and gold miner are also discussed throughout.

16. *Ibid.*, 238. Mistowasis was also known as Big Child (*ibid.*, 229). Because the spelling of his name varies in different sources, the form used by treaty commissioner Alexander Morris and in the text of Treaty Six is used in this article.

17. Although Morris and some secondary sources record the spelling of his name as "McKay," the priest signed his name "Mackay." See the source materials cited in Derek Whitehouse-Strong, "'Because I Happen to Be a Native Clergyman': The Impact of Race, Ethnicity, Status, and Gender on Native Agents of the Church Missionary Society in the Nineteenth Century Canadian North-West" (Ph.D. diss., University of Manitoba, 2004), 308, 319, 326.

18. Morris, *Treaties of Canada*, 196, 178. After Treaty Six was negotiated and signed, Chiefs Mistowasis and Ahtukukkoop collected "money from their Indians" and paid Erasmus a fee of 230 dollars for his services. Members of the federal treaty party paid Erasmus sixty dollars. For his services during the negotiations that were to follow at Fort Pitt, Morris offered Erasmus a salary of "five dollars a day during treaty negotiations and a travel allowance." Erasmus, *Buffalo Days and Nights*, 255-56.

19. Morris, *Treaties of Canada*, 355.

20. *Ibid.*, 352. It remains unclear if subsurface, fish, and game resources were included in the surrender agreement; that topic, however, is beyond the scope of this paper. See Taylor, "Two Views," 41-45. Indian perspectives on "what they were giving up in exchange for government promises" are also discussed in Arthur J. Ray, Jim Miller, and Frank Tough, *Bounty and Benevolence: A History of Saskatchewan Treaties* (Montreal: McGill-Queen's University Press, 2000), 130-32.

21. Erasmus, *Buffalo Days and Nights*, 251. In those areas where their more traditional economic activities of hunting, trapping, and gathering remained strong, however, Indian negotiators did not want to be forced to give up those pursuits or to be compelled to live on reserves unless they themselves chose to do so. Morris, *Treaties of Canada*, 183.

22. Morris, *Treaties of Canada*, 352-54.

23. *Ibid.*, 188.

24. *Ibid.*, 354 and 178. See also Erasmus, *Buffalo Days and Nights*, 252. Another unique element of Treaty Six was the medicine chest clause. This clause is discussed in Whitehouse, "The Numbered Treaties," 39-40.

25. Erasmus, *Buffalo Days and Nights*, 252.

26. Morris, *Treaties of Canada*, 185, 194-95.

27. Erasmus, *Buffalo Days and Nights*, 252. Historian Sarah Carter has described some of the

problems that were associated with prairie farming: "Crops were often damaged by frost and scoured by squirrels, gophers, and dogs. Grasshopper plagues occurred almost annually, after totally destroying everything but the potato crop." Carter, *Lost Harvests: Prairie Indian Reserve Farmers and Government Policy* (Montreal: McGill-Queen's University Press, 1993), 42.

28. David Laird to Minister of the Interior, December 31, 1877, file 8904, vol. 3654, RG10, Library and Archives Canada (hereafter cited as LAC).

29. Morris, *Treaties of Canada*, 185. See also Erasmus, *Buffalo Days and Nights*, 253.

30. Morris, *Treaties of Canada*, 354-55. In fact, after the 1876 negotiations, Morris hired Erasmus to "act for the government in the distribution of rations and goods in fulfilment of the government's part of the treaty terms" and to "interpret the treaties to those chiefs who had not yet signed." Thus, while Indian and federal negotiators employed Erasmus to translate the initial proceedings at Fort Carlton, the government was his sole employer at subsequent Treaty Six meetings. Erasmus, *Buffalo Days and Nights*, 261.

31. Erasmus, *Buffalo Days and Nights*, 253. See also "Annual Report of the Department of Indian Affairs for the Year ended 31st December, 1881," in *Canada Sessional Papers*, 1882, vol. 15, no. 6, p. 38.

32. Morris, *Treaties of Canada*, 324.

33. *Ibid.*, 186; Erasmus, *Buffalo Days and Nights*, 253.

34. Italics in original. Morris, *Treaties of Canada*, 354. There are minor differences in punctuation between the version of Treaty Six that appears in Morris's *Treaties of Canada* and *Copy of Treaty No. Six between Her Majesty the Queen and the Plain and Wood Cree Indians and Other Tribes of Indians at Fort Carlton, Fort Pitt and Battle River with Adhesions*, IAND Publication No. QS-0574-000-EE-A-1 (Ottawa, 1964).

35. Erasmus, *Buffalo Days and Nights*, 245-50.

36. Erasmus, *Buffalo Days and Nights*, 254. See also Morris, *Treaties of Canada*, 196.

37. Morris, *Treaties of Canada*, 356-57. See also Erasmus, *Buffalo Days and Nights*, 237, 242-43.

38. Morris, *Treaties of Canada*, 178.

39. *Ibid.*, 231.

40. *Ibid.*, 190.

41. *Ibid.*

42. Erasmus, *Buffalo Days and Nights*, 259-60, and Morris, *Treaties of Canada*, 190.

43. Neither Erasmus nor Morris identify the person who is serving as the interpreter at this point, but it was not Erasmus: he had left for Whitefish Lake. Historian Hugh Dempsey suggests that "it is likely that the Reverend John McKay [sic]

acted as translator of Big Bear's words," and notes that Mackay "spoke Swampy Cree, and at Carlton he had become so confused while translating that he had been obliged to sit down." Hugh A. Dempsey, *Big Bear: The End of Freedom* (Toronto: Douglas and McIntyre, 1984), 74. See also Erasmus, *Buffalo Days and Nights*, 240-43.

44. The interpolation of "(hanging)" from the original. Morris, *Treaties of Canada*, 240.

45. Dempsey, *Big Bear*, 74-75. Similar terminology was used during the negotiations of Treaty Seven. Dempsey notes that "an elderly holy man" cautioned Indian negotiators of Treaty Seven that if they signed the treaty, "You won't have your own free will; the whites will lead you by a halter." Hugh Dempsey, *Treaty Research Report: Treaty Seven*, (Ottawa: Treaties and Historical Research Centre, Indian and Northern Affairs Canada, 1987), p. 24.

46. Morris, *Treaties of Canada*, 241.

47. *Ibid.*, 194-95.

48. *Ibid.*, 241. See also Blair Stonechild and Bill Waiser, *Loyal till Death: Indians and the North-West Rebellion* (Calgary: Fifth House, 1997), 24-26, and Dempsey, *Big Bear*, 75.

49. Erasmus, *Buffalo Days and Nights*, 260-63.

50. Indian agent James Ansdell Macrae to Indian Commissioner, August 25, 1884, file 15,423, vol. 3697, RG10, LAC. Indian commissioner Edgar Dewdney forwarded Macrae's report to the superintendent general of Indian Affairs. E. Dewdney to Superintendent General of Indian Affairs, September 8, 1884, *ibid.*

51. Morris, *Treaties of Canada*, 185-86.

52. *Ibid.*

53. *Ibid.*, 213.

54. Erasmus, *Buffalo Days and Nights*, 252. Erasmus's account was written nearly fifty years after the negotiations, but it does provide an alternative perspective about what the parties agreed to in 1876.

55. Sarah Carter, "Agriculture and Agitation on the Oak River Dakota Reserve, 1875-1895" *Manitoba History* 6 (1983): 5; Carter, *Lost Harvests*, 170, 215-17, 234.

56. "Annual Report of the Department of Indian Affairs for the Year Ended 31st December 1881," in *Canada Sessional Papers*, 1882, vol. 15, no. 6, p. 41.

57. Undated "Memo for Sir John" on page titled "Cattle," file 22,367, vol. 3716, RG10, LAC. See also "Annual Report of the Department of Indian Affairs for the Year Ended 31st December 1881," in *Canada Sessional Papers*, 1882, vol. 15, no. 6, pp. xxxiv-xxxv, 41.

58. *Ibid.*, 37. Department policy was that tools, implements, and livestock that were not treaty obligations were loaned to individuals, families, and bands; the government retained ownership of the

items and could distribute or remove them as its representatives saw fit. Hayter Reed to Superintendent General of Indian Affairs, June 14, 1886, File 30,421, vol. 3752, RG10, LAC. See also [?] to E. Dewdney, June 26, 1886, and [?] to Dewdney, July 24, 1886, *ibid*.

59. Antoine to William Anderson, August 22, 1881, file 33501, vol. 3768, RG10, LAC.

60. "James Seenum's (Peecan) Account of the Signing of the Treaty with Governor Morris" as transcribed by T. P. Wadsworth, October 26, 1883, file 7542-3, vol. 3640, RG10, LAC.

61. James Ansdell Macrae to Indian Commissioner, August 25, 1884, file 15,423, vol. 3697, RG10, LAC.

62. *Ibid*.

63. When he prepared his report to Dewdney, for example, James Ansdell Macrae noted beside each specific complaint what had been required of the government under the terms of Treaty Six. See the marginal notes in *ibid*. Macrae is assumed to have written the marginal notes because the handwriting in the margin matches the handwriting in the report.

64. Superintendent General to E. Dewdney, December 31, 1884, file 15,423, vol. 3697, RG10, LAC. Note also that Hayter Reed reported specifically on the complaints of the Battleford and Carlton Creees in Hayter Reed, Assistant Indian Commissioner, to Superintendent General, January 23, 1885, *ibid*.

65. See, for example, E. Dewdney to Superintendent General of Indian Affairs, February 1, 1884, file 7542-3, vol. 3640, RG10, LAC; [?] to E. Dewdney, December 7, 1885, and E. Dewdney to Superintendent General of Indian Affairs, December 24, 1885, File 22,550-2, vol. 3717, RG10, LAC.

66. E. Dewdney to Superintendent General of Indian Affairs, January 18, 1884, file 10,917, vol. 3673, RG10, LAC; Secretary of the Department of Indian Affairs to Indian Agent Urbain Verreau, December 7, 1908, Shannon Box 56 (1908-1909), vol. 10416, RG10, LAC.

67. Hayter Reed to the Deputy Superintendent General of Indian Affairs, April 28, 1891, file 73,870, vol. 3846, RG10, LAC.

68. See "Annual Report of the Department of Indian Affairs for the Year Ended 31st December 1885," in *Canada Sessional Papers*, 1882, vol. 19, no. 4, part II, pp. 145-46, 151.

69. Hayter Reed to the Deputy Superintendent of Indian Affairs, August 15, 1891, file 73,870, vol. 3846, RG10, LAC. See also John McGirr to Indian Commissioner Hayter Reed, July 4, 1891, and John McGirr to the Deputy Minister of Indian Affairs, July 2, 1891, *ibid*.

70. Underlining in original. The contemporary spelling "shewing" appeared in the original

document but was altered here to "showing." Memorandum from J. McGirr to Deputy Minister of Indian Affairs L. Vankoughnet, December 7, 1883, file 10,080, vol. 3665, RG10, LAC. See also [?] to E. Dewdney, December 15, 1883, *ibid*.

71. Superintendent General of Indian Affairs to E. Dewdney, December 31, 1884, file 15,423, vol. 3697, RG10, LAC.

72. E. Dewdney to Superintendent General of Indian Affairs, January 28, 1885, file 10,080, vol. 3665, RG10, LAC.

73. E. Dewdney to Deputy Superintendent of Indian Affairs L. Vankoughnet, February 24, 1885, file 10,080, vol. 3665, RG10, LAC.

74. E. Dewdney to Superintendent General of Indian Affairs, January 28, 1885, file 10,080, vol. 3665, RG10, LAC. An evaluation of Dewdney's proposal for action can be found in Memorandum from J. McGirr to Deputy Minister of the Department of Indian Affairs, February 12, 1885, and in E. Dewdney to L. Vankoughnet, February 24, 1885, *ibid*.

75. Undated report for Alexander's Band in file 29488-2, vol. 3743, RG10, LAC. The documents were signed in October 1885, but many stated that the actual lists of tools and implements were for the period "from the date of entering into Treaty No. 6 to December 31st/84." *Ibid*.

76. See, for example, the undated report for Papastayous' Band in file 29488-2, vol. 3743, RG10, LAC.

77. The Stony Plain Band, for example, was owed one boar, two sows, and numerous tools and implements. Report for the Stony Plain Band in file 29488-2, vol. 3743, RG10, LAC. Government records show that between twenty-seven and thirty-five families or individuals were involved in cultivating the soil in 1885: these figures are central to establishing the level of government treaty obligations. See T. P. Wadsworth to E. Dewdney, October 26, 1885, folio page 12, and T. P. Wadsworth to E. Dewdney, October 26, 1885, Table "H," file 22,550-2, vol. 3717, RG10, LAC.

78. Hayter Reed to Superintendent General, January 23, 1885, file 15,423, vol. 3697, RG10, LAC. The Department of Indian Affairs did instruct Indian agents to ensure that all tools, implements, and foodstuffs supplied by contractors were "equal to the pattern called for." E. Dewdney to [?], date-stamped May 11, 1881, file 29,335, vol. 3742, RG10, LAC.

79. J. Macrae to Indian Commissioner, August 25, 1884, file 15,423, vol. 3697, RG10, LAC. Indian commissioner Edgar Dewdney forwarded Macrae's report to the superintendent general of Indian Affairs. E. Dewdney to Superintendent General of Indian Affairs, September 8, 1884, *ibid*.

80. Superintendent General to E. Dewdney, December 31, 1884, file 15,423, vol. 3697, RG10, LAC.