INDIAN CLAIMS COMMISSION

CHIPPEWA TRI-COUNCIL INQUIRY

CHIPPEWAS OF BEAUSOLEIL FIRST NATION
CHIPPEWAS OF GEORGINA ISLAND FIRST NATION
CHIPPEWAS OF RAMA FIRST NATION

COLLINS TREATY CLAIM

PANEL

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To the Indian Claims Commission
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CONTENTS

MAP 1


CLAIM AREA MAP
N
GEORGIAN BAY
CHIPPEWAS OF BEAUSOLEIL
Severn River
Matchedash Bay
Penetanguishene
Nottawasaga Bay
Collingwood
CHIPPEWAS OF RAMA
Orillia
Lake Simcoe
11
BARRIE
CHIPPEWAS OF GEORGINA ISLAND
Port Bolster
400
Baldwin
Newmarket
ONTARIO
Claim Area

PART I
INTRODUCTION

BACKGROUND TO THE CLAIM

On June 10, 1986, the Chippewas of Beausoleil First Nation, the Chippewas of Rama First Nation, and Chippewas of Georgina Island First Nation, also known as the Chippewa Tri-Council, submitted a specific claim to the Department of Indian Affairs and Northern Development (DIAND).[1] The original claim submitted by the Chippewa Tri-Council was based on the traditional use and occupation of certain lands in the province of Ontario by the Chippewa people. The lands at issue were roughly described in the statement of claim as falling within the following townships in the County of Simcoe: Oro, Medonte, Orillia, Matchedash, and Tay.[2]

The Chippewa Tri-Council alleged that in 1785 John Collins, the Deputy Surveyor General, and Captain William Crawford, of the Indian Department, entered into a treaty with the Chippewas without the proper authority to do so. The Chippewa Tri-Council alleged that the lands included in the Collins Treaty in 1785 were never properly surrendered, nor was compensation paid by the federal government for those lands. The specific area involved communication routes between Lake Simcoe and Georgian Bay and was described in 1795 as "One mile on each side of the foot path from the Narrows at Lake Simcoe to Matchidash Bay, with three Miles and a half Square, at each end of said Road or foot path . . . also one mile on each Side of the River which empties out of Lake Simcoe into Matchidash Bay." The claim area is depicted on Maps 1 and 2, found on pages iv and 2, respectively. Map 1 is a modern representation of the claim area. Map 2 is a 1785 map of the communication route from Toronto to Matchidash Bay through Lac La Clie (now Lake Simcoe). This map depicts both the footpath from the Narrows at Lake Simcoe to Matchidash Bay (marked as the "Carrying Place") and the Severn River route to the north of the footpath.[3]

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[1] Chippewa Tri-Council, Chief Paul Sandy, Chief Lorraine McRae, and Chief William McCue, Barrie, Ontario, to J.R. Goudie, Specific Claims Branch, Government of Canada, Department of Indian Affairs, Ottawa, June 10, 1986, (ICC Documents, pp. 190-95) (hereinafter Chippewa Tri-Council Claim Submission).

[2] Chippewa Tri-Council Claim Submission (ICC Documents, p. 190).

[3] This map is annotated as follows: "N.B. The distance as laid down in this sketch between the two Lakes is not conformable to the maps, but is exact with the information I received from Mr. Curot, who resided several years at Toronto. Lake La Clie is said to admit of the navigation of small Vessels - N.B. Water sufficient in the river running from it to lake Huron, but interrupted by 6 or 7 shifts." In a different hand is written:

The Tri-Council stated that "[t]he treaty seems to have involved a right of passage for the British through Chippewa territory, . . . and not the surrender of any land."[4] The Tri-Council asserted that the legal basis for the claim was that "the Department of Indian Affairs on behalf of the Crown in right of Canada embarked upon the Crawford Purchase enterprise without exercising or exerting any of its fiduciary trust responsibilities to the Chippewa Tri-Council Nations."[5] Furthermore, the Chippewa Tri-Council asserted that Canada breached its fiduciary responsibilities by including the Collins Treaty lands in the 1923 Williams Treaty. As a result of these alleged breaches, the Chippewa Tri-Council Nations submitted that their people "suffered damages arising out of equitable fraud and misrepresentation in the nature of loss of land, hunting, fishing, and trapping rights, as well as a total failure to be compensated for their interest in the Collins Treaty lands."[6] Although the Chippewa Tri-Council was aware that it could have asserted a claim to "an unsurrendered Indian title to the Collins Treaty lands," it elected to proceed under the Specific Claims Policy on the grounds that there was a breach of lawful obligation on the part of the Crown.[7]

On June 18, 1993, Ms Christine Cram, Director, Specific Claims East/Central Directorate, wrote to the Chiefs of Beausoleil, Rama, and Georgina Island, to advise them of Canada's preliminary position that no outstanding "lawful obligation" arose in relation to the "Collins Treaty" claim.[8] After setting out a brief chronology of the historical events involved in the claim, Ms Cram's letter states:

> It is unclear from the evidence as to whether the parties intended on concluding an arrangement to provide a right of passage or for the purchase of lands.

"Communication between Lake Ontario and Lake Huron via Lake La Clie c. from Hamilton cor. 1785."

[4] Chippewa Tri-Council Claim Submission (ICC Documents, p. 191).

[5] Chippewa Tri-Council Claim Submission (ICC Documents, pp. 192-93).

[6] Chippewa Tri-Council Claim Submission (ICC Documents, p. 194).

[7] Chippewa Tri-Council Claim Submission (ICC Documents, p. 194).

[8] Christine Cram, Director, Specific Claims East/Central, Department of Indian Affairs, Ottawa, to Chippewa Tri-Council, Chief William McCue, Chief Jeff Monague, Chief Norm Stinson, June 18, 1993, DIAND file B8260-394, vol. 1 (ICC Documents, pp. 273-77).

> We are also unable, due to a lack of information, to ascertain who was party to the arrangement or who should have been party to the arrangement.
>
> Based on a review of the claimant's submissions and a review of the historical documentation, it is the preliminary government position that the evidence does not support the view that a treaty or an enforceable agreement was entered into between the Crown and the Indians. Therefore, the claim does not fall within the scope of the Specific Claims Policy. It is also our position that the lands were validly surrendered by the Williams Treaty of 1923.[9]

It should be borne in mind throughout this report that Canada has consistently maintained that it is not entirely clear whether the transaction that took place in 1785 between John Collins and the Chippewa Indians constituted a treaty in the legal sense of the word. Therefore, Canada usually referred to the 1785 transaction in the correspondence as the "Collins Treaty."

On October 8, 1993, Ms Cram sent a second series of letters to the Chippewa Tri-Council Chiefs to confirm Canada's position "that this claim does not give rise to an outstanding lawful obligation on the part of Canada and therefore must be rejected under the Specific Claims Policy." The letter then went on to state that the First Nations had the "option of appealing this decision to the Indian Claims Commission or pursuing litigation."[10]

On August 23, 1993, Vice-Chief Cynthia Wesley-Esquimaux of the Chippewa Tri-Council requested that the Indian Claims Commission (the Commission) review Canada's rejection of the Collins Treaty claim.[11] After receiving Band Council Resolutions from the First Nations authorizing the Commission to conduct an inquiry into the rejection of the claim, the Commission sent letters of notice to Canada and the First Nations on February 2, 1994, confirming that it would conduct an inquiry into the claim.[12]

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[9] Christine Cram, Director, Specific Claims East/Central, Department of Indian Affairs, Ottawa, to Chippewa Tri-Council, Chief William McCue, Chief Jeff Monague, Chief Norm Stinson, June 18, 1993, DIAND file B8260-394, vol. 1 (ICC Documents, pp. 273-77).

[10] Christine Cram, Director, Specific Claims East/Central, Department of Indian Affairs, Ottawa, to Chippewa Tri-Council, Chief William McCue, Chief Jeff Monague, Chief Norm Stinson, October 8, 1993, DIAND file B88260-390, B8260-394, vol. 1 (ICC Documents, pp. 278-80).

[11] Cynthia C. Wesley-Esquimaux, Vice-Chief, for the Chippewa Tri-Council, to Angelina Pratt, Head of Research, Indian Claims Commission (ICC), January 28, 1994 (ICC file 2105-18-1).

[12] Chief Commissioner Harry S. LaForme, Indian Claims Commission, to Chief and Council of Chippewa Tri-Council, February 2, 1994 (ICC file 2105-18-1).

MANDATE OF THE INDIAN CLAIMS COMMISSION

In 1991, the Commission was established as an interim body to assist First Nations and Canada in the negotiation and fair resolution of specific claims. The mandate of this Commission is set out in federal Orders in Council providing the Commissioners with the authority to conduct public inquiries into specific claims and to issue reports on "whether a claimant has a valid claim for negotiation under the [Specific Claims] Policy where that claim has already been rejected by the Minister . . . "[13] This Policy, outlined in the 1982 federal publication entitled *Outstanding Business: A Native Claims Policy - Specific Claims*, states that Canada will accept claims for negotiation where they disclose an outstanding "lawful obligation" on the part of the federal government. The term "lawful obligation" is defined in *Outstanding Business* as follows:

> The government's policy on specific claims is that it will recognize claims by Indian bands which disclose an outstanding "lawful obligation," i.e., an obligation derived from the law on the part of the federal government.
>
> A lawful obligation may arise in any of the following circumstances:
>
> i) The non-fulfillment of a treaty or agreement between Indians and the Crown.
> ii) A breach of an obligation arising out of the *Indian Act* or other statutes pertaining to Indians and the regulations thereunder.
> iii) A breach of an obligation arising out of government administration of Indian funds or other assets.
> iv) An illegal disposition of Indian land.

The policy also addresses the following types of claims which fall under the heading "Beyond Lawful Obligation":

> i) Failure to provide compensation for reserve lands taken or damaged by the federal government or any of its agencies under authority.
> ii) Fraud in connection with the acquisition or disposition of Indian reserve land by employees or agents of the federal government, in cases where the fraud can be clearly demonstrated.[14]

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[13] Commission issued September 1, 1992, pursuant to Order in Council PC 1992-1730, July 27, 1992, amending the Commission issued to Chief Commissioner Harry S. LaForme on August 12, 1991, pursuant to Order in Council PC 1991-1329, July 15, 1991; reprinted in (1994) 1 ICCP xv.

[14] DIAND, *Outstanding Business: A Native Claims Policy - Specific Claims* (Ottawa: Minister of Supply and Services, 1982), 20; reprinted in (1994) 1 ICCP 171-85 (hereinafter *Outstanding Business*).

Although the Commission does not have the power to make binding decisions on the validity of claims rejected by the government, it has the authority to review thoroughly the historical and legal bases for the claim and the reasons for its rejection with the claimant and the government. The *Inquiries Act* gives the Commission wide powers to conduct such an inquiry, to gather information, and even to subpoena evidence if necessary. If, at the end of an inquiry, the Commission concludes that the facts and law support a finding that Canada owes an outstanding lawful obligation to the claimant First Nation, it may recommend to the Minister of Indian and Northern Affairs that the claim be accepted for negotiation.

THE COMMISSION'S PLANNING CONFERENCES

In view of the Commissioners' broad authority to "adopt such methods . . . as they may consider expedient for the conduct of the inquiry," they have placed great emphasis on the need for flexibility and informality and have encouraged the parties to be involved as much as is practicable in the planning and conduct of the inquiry. It is to this end that the Commission developed the planning conference as a forum in which representatives of the First Nation and Canada meet to discuss and resolve issues in a cooperative manner.

The planning conference is usually chaired by Commission Counsel or the Commission's Legal and Mediation Advisor to plan jointly the inquiry process. Briefing material is prepared by the Commission and sent to the parties in advance of the planning conference to facilitate an informed discussion of the issues. The main objectives of the planning conference are to identify and explore the relevant historical and legal issues, to identify which historical documents the parties intend to rely on, to determine whether the parties intend to call elders, community members, or experts as witnesses, and to set time frames for the remaining stages of the inquiry in the event that the parties are unable to resolve the matters in dispute. The first planning conference also affords the parties an opportunity to discuss whether there are any preliminary issues regarding the scope of the issues or the mandate of the Commission that require resolution before proceeding with the inquiry.

Depending on the nature and complexity of the issues, there may be more than one planning conference. The Commission's experience to date is that these meetings can prove very fruitful. Failures of communication – frequently the cause of misunderstandings – can be rectified. The

parties are given an opportunity, often for the first time, to discuss the claim face to face. The parties themselves are able to review their position in the light of new or previously unrevealed facts and the constantly evolving law. Even if the planning conferences do not lead to a resolution of the claim and a formal inquiry process is necessary, the conferences assist in clarifying issues and help make the inquiry more effective.

The flexibility inherent in the Commission's planning conferences has been a key to our success, because of the opportunities it affords the parties to resolve issues through open dialogue. In this inquiry, there were several planning conferences and telephone conferences with the parties and the Commission between 1994 and late 1997. The inquiry was postponed for a short period in 1995 while the parties conducted further research, and discussions resumed among the parties and the Commission in 1996.[15] Following intensive discussions between the parties on the nature and scope of the claim spanning several months, the parties were able to reach an agreement in principle in 1997 to settle the claim.

This brief report on the Collins Treaty claim of the Chippewa Tri-Council provides an excellent illustration of what can be achieved by Canada and First Nations in a process facilitated by a neutral third party. Part III of this report sets out in more detail how the constructive dialogue between the parties and the Commission's assistance led to the parties' agreement in principle to settle the claim under the Specific Claims Policy.

In view of the parties' agreement in principle, we wish to emphasize that no further steps have been taken by the Commission to inquire into the Chippewa Tri-Council's claim. Since the Commission did not complete its inquiry into the historical and legal basis of the claim, we do not purport to make any findings of fact or law whatsoever in this report. Rather, this report contains a brief summary of the claim and is intended only to advise the public about the nature of the issues involved and how the parties came to resolve them.

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[15] Ron S. Maurice, Commission Counsel, Indian Claims Commission, to Alan Pratt, Legal Counsel for Chippewa Tri-Council, August 22, 1996 (ICC file 2105-18-1).

PART II
HISTORICAL BACKGROUND

The parties have agreed, at least for the purposes of this inquiry, to rely on an historical report titled "Collins Treaty Lands, Draft Analytical Report," prepared by Joan Holmes and Associates for the Specific Claims Branch in August 1991 (revised in September 1992).[16] The following background summary of the Collins Treaty specific claim is based on that report and the Chippewa Tri-Council's original statement of claim submitted to the Specific Claims Branch in 1986. This summary is intended only to provide general background information on the nature of the claim and does not represent any findings of fact on the part of the Commission.

It is also important to bear in mind that the issues in the claim were narrowed significantly by agreement of legal counsel for the Chippewa Tri-Council and Canada. In particular, it was agreed by counsel that the facts and circumstances related to the 1923 Williams Treaty were not material to the issues agreed to by the parties. To the extent that we mention events relating to the 1923 Williams Treaty in this brief report, we do so for the sole purpose of providing background information on how the issues in the original claim submission of the Chippewa Tri-Council were narrowed, and ultimately resolved, by agreement of the parties. Eventually, the claim accepted for negotiation by Canada focused only on the promises made in the Collins Treaty and on whether those promises had been fulfilled.

EARLY HISTORY OF THE LAKE SIMCOE AND LAKE HURON AREA

The Collins Treaty claim relates to an area of land between Lake Simcoe and Georgian Bay in Lake Huron that was long considered to be a strategic geographical location. Lake Simcoe was the hub of a water communication network connecting to Kingston via the Trent River system, to Toronto via the Holland-Humber River system, to Lake Huron and the Upper Lakes via Lake Couchiching and the Severn system, and from Lake Huron to Quebec via the French–Ottawa River system. This network has provided every group that controlled the region with trade and communication

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[16] ICC, Planning Conference Summary, March 13,1995; Ron Maurice, note to file, May 23, 1995; François Daigle, Counsel, DIAND Legal Services, to Ron Maurice, Associate Legal Counsel, ICC, June 9, 1995. Joan Holmes and Associates, "Collins Treaty Lands, Draft Analytical Report," prepared for Specific Claims Branch, DIAND, August 1991, revised September 1992 (ICC Documents, pp. 227-55) (hereinafter Holmes report) .

advantages over its neighbours.[17] Map 3 on page 11 shows the Trent River Navigation system at 1867.

The original inhabitants of the area were the Hurons, but in the 1630s the Five Nations of the Iroquois Confederacy (Mohawk, Oneida, Onondaga, Cayuga, and Seneca) began to push northward into this region in search of more lucrative hunting territories. For two decades, the Five Nations plundered and destroyed Huron villages, and by 1650 the Huron had abandoned the territory. The Iroquois in turn were expelled by the Ojibwa in the early 1700s.[18]

It should be noted that "Ojibwa," "Chippewa," "Saulteaux,"and "Mississauga" all refer to peoples speaking similar and in some cases the same dialects of the Algonquian language. Although the names were often used interchangeably, as a general rule early settlers used the term "Chippewa" for the people residing around Lake Simcoe, the Bruce Peninsula, Matchedash Bay, and much of the Thames Valley, whereas they generally applied the term "Mississauga" to those living along the north shore of Lake Ontario and in the Trent River Valley.[19] The fact that these tribal names were often used interchangeably may explain in part the confusion in the historical record about whether John Collins dealt with Mississauga or Chippewa Indians in 1785.

Later, these lands would factor prominently in the plans of the British because of their strategic military importance as a communication route between Lake Ontario and Lake Huron.

THE ROYAL PROCLAMATION OF 1763

The *Royal Proclamation of 1763* entrenched and formalized a process whereby only the Crown could obtain Indian lands through agreement or purchase from the Indians:

> And whereas great Frauds and Abuses have been committed in purchasing Lands of the Indians, to the great Prejudice of our Interests, and to the great Dissatisfaction of the said Indians; In order, therefore, to prevent such irregularities for the future, and

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[17] Cynthia C. Wesley, "The Chippewas of Lake Simcoe, Couchiching and Huron to 1830," report prepared for the Chippewa Tri-Council, Barrie, Ont., 1986 (ICC Documents, pp 290-503).

[18] Edward Rogers and Donald B. Smith, eds., *Aboriginal Ontario: Historical Perspectives on the First Nations* (Toronto: Oxford, 1994), 55, 94-96.

[19] Edward Rogers and Donald B. Smith, eds., *Aboriginal Ontario: Historical Perspectives on the First Nations* (Toronto: Oxford, 1994) , xxi, 94-96.

> to the end that the Indians may be convinced of our Justice and determined Resolution to remove all reasonable Cause of Discontent, We do, with the Advice of our Privy Council strictly enjoin and require, that no private Person do presume to make any purchase from the said Indians of any Lands reserved to the said Indians, within those parts of our Colonies where, We have thought proper to allow Settlement; but that, if at any Time any of the Said Indians should be inclined to dispose of the said Lands, the same shall be Purchased only for Us, in our Name, at some public Meeting or Assembly of the said Indians, to be held for that Purpose by the Governor or Commander in Chief of our Colony respectively within which they shall lie. . . .[20]

All land surrender treaties entered into with the Indians after 1763 were therefore required to meet these procedural safeguards to prevent frauds from being committed against Indians in the sale and disposition of their traditional territories.

THE COLLINS TREATY

In early 1785, Benjamin Frobisher, a Montreal-based fur trader, reported to Lieutenant Governor Henry Hamilton on the possibility of establishing a trade route from Lake Ontario to Lake Huron. Frobisher also emphasized the strategic military importance of the region to the British colony in these terms:

> we must also consider the advantages that would arise from so ready a Communication with Lake Huron, which while it extends, and adds strength and Security to our Frontier, (If I may be allowed the expression) with the other Settlements afford effectual Protection to the Natives between the Two Lakes, who are Mississagues and some Tribes of Chippawas, from whom I conceive there will be no difficulty in making the purchase, more especially as I believe their best hunting Lands are at some distance from the Tract that would be chosen for the purpose of establishing an entercourse of Transport between the two Lakes.[21]

British authorities were very anxious about the security of their western posts and their lines of supply. On May 22, 1785, Hamilton despatched John Collins, the Deputy Surveyor General, to

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[20] *Royal Proclamation of 1763*, reprinted in RSC 1970, App. II.

[21] Benjamin Frobisher to Henry Hamilton, 2 May 1785, in E.G. Guillet, ed., *The Valley of the Trent*, Champlain Society, Ontario Series, 1 (Toronto: University of Toronto Press, 1967), 132-36 (ICC Documents, pp. 23-27).

survey the line of communication between the Bay of Quinte and Lake Huron by Lake Simcoe and report on what lands it might be necessary to purchase from the Indians in the region.[22] The instructions to Collins state, in part:

> You will particularly note the depth of water at every necessary place and mark the soundings on your plan or chart. The parts navigable for the different sorts of crafts – the nature of the soil, and its produce, particularly timber. The Indian tribes, on the communication, their numbers, disposition . . .[23]

Six days later, Hamilton sent additional instructions to Collins, concerning the military importance of the route:

> You will take especial notice in your report of the stations which may be most advantageous for the erecting of forts, redoubts, or batteries – having in view, first the protection of the shipping, or small craft, secondly the advantages of giving shelter and security in case of an attack from a regular force, or in the event of an Indian War. The nature of the soil, the distance of commanding grounds, the means of procuring water, and of keeping communication by land and water are to be considered.[24]

On July 27, 1785, Collins started up the Trent River on his way to Lake Huron. In a memo dated August 9, 1785, he described an agreement with Chiefs of the Mississaga Nation in the following manner:

> At a conference held by John Collins and William R. Crawford Esqr. with the principal Chiefs of the Missisaga Nation Mr. John Rousseau Interpreter – it was unanimously agreed that the King shall have a right to make roads through the Missisaga Country, That the Navigation of the Rivers and Lakes, shall be open and free for his Vessels and those of his Subjects, that the Kings Subjects shall carry on a free trade unmolested, in and through the Country, That the King shall erect Forts, Ridouts, Batteries, and Storehouses, &ca. in all such places as shall be judged proper

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[22] R.J. Surtees, *Indian Land Surrenders in Ontario, 1763-1867* (Ottawa: DIAND, February 1984) (ICC Documents, p. 175)

[23] Henry Hamilton to John Collins, May 22, 1785, Archives of Ontario, *Report*, 1905 (ICC Documents, pp. 28-29).

[24] Henry Hamilton to John Collins, May 28, 1785, in Holmes report, p. 13 (ICC Documents, p. 242)

> for that purpose – respecting Payment for the above right, the Chiefs observed they were poor and Naked, they wanted Cloathing and left it to their good Father to be a judge of the quantity . . .[25]

It is this transaction that is referred to as the "Collins Purchase" or the "Collins Treaty." On its face, Collins's memorandum describes the transaction strictly in terms of a right of passage (or right of way) agreement. That is, the Crown was to be allowed to make roads and travel freely along rivers in exchange for an unspecified quantity of clothing. Later descriptions of what transpired between Collins and the Indians, however, suggest that it was a land surrender treaty.

Seven years later, Surrender No. 3, dated December 7, 1792, purported to confirm a previous surrender of land made on May 22, 1784, between Lake Ontario and Lake Erie (also known as the "Between the Lakes Purchase"). The following excerpt from the surrender, which was taken from certain Mississauga Chiefs of southern Ontario, also refers to the Collins Treaty and describes the land involved as a communication route and right of passage:

> And whereas at a conference held by John Collins and William R. Crawford, Esqrs., with the principal Chiefs of the Messissague Nation, Mr. John Rousseau, Interpreter, it was unanimously agreed that the King should have a right to make roads thro' the Messisague Country, that the navigation of the said rivers and lakes should be open and free for His vessels and those of His subjects, that the King's subjects should carry on a free trade unmolested in and thro' the country: Now this Indenture doth hereby ratify and confirm the said conference and agreement so had between the parties aforesaid, giving and granting to His said Majesty a power, and right to make roads thro' the said Messissage Country together with the navigation of the said rivers and lakes for His vessels and those of His subjects trading thereon free and unmolested . . . [26]

Correspondence entered into over a year later by William Chewett, Deputy Surveyor for Upper Canada, suggests that the Chippewas were not aware of any previous agreement or treaty with respect to their lands. On August 31, 1794, Chewett reported on Deputy Surveyor Jones's survey of the area around Lake Simcoe in the following terms:

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[25] Deputy Surveyor John Collins's Memorandum on Indian Purchase, August 9, 1785, quoted in Holmes report, pp. 13-14 (ICC Documents, pp. 244-45)

[26] Surrender No. 3, December 7, 1792, quoted in Holmes report, p. 16 (ICC Documents, p. 245).

> Mr. Jones not being in a condition to write from his being unwell with fever and ague, has requested to me to make the following report to you. . . .
>
> Lake Simcoe. – That during his survey in the winter, about the month of March, being at the house of an Indian Trader, John Culbertson by name, some Chippewas and Missassagas came and enquired of Wapinose, a Mississago, the business of the Surveyor – Wapinose made answer that he came to open a line for the benefit of trade, and that both parties would find the advantage from it in a short time. The Chippewas and Missassagas then said they had no knowledge of the sale of those lands, and at length began a dispute with Wapinose for accompanying the Surveyor. Wapinose said he was very sensitive of the same, but that surveying did not take the lands from them . . . [27]

Two weeks after this report was written, D.W. Smith, Acting Surveyor General, instructed Surveyor Alexander Aitkin to survey a communication between Lake Simcoe and Matchedash Bay. Smith wrote:

> If upon Enquiry and the accumulation of incidents, you may think it prudent, that further presents be made to satisfy the Indians, should they appear Jealous or discontented, you will report to me . . . you will estimate the particulars, of what they may expect; as a most complete ratification of the Cessions of the Indians must be then obtained –
>
> You are principally to survey the communication pointed out by Mr. Cowan as more easy of access than the old Route. This Tract, if found expedient, must be exchanged in Lieu of that which has formerly been supposed to have been purchased; The object is to establish at the End of Lake Simcoe a Settlement, and another at Matchedosh Bay . . .[28]

Three months later, Lord Dorchester, Governor in Chief, issued instructions concerning the purchase of lands from the Indians. Part of these instructions read as follows:

> Article 1. It having been thought advisable for the King's Interest that the System of Indian Affairs should be managed by Superintendants under the direction

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[27] William Chewett to E.B. Littlehales, August 31, 1794, in E.A. Cruikshank, ed., *The Correspondence of Lieut. Governor John Graves Simcoe, with Allied Documents Relating to His Administration of the Government of Upper Canada*, 5 vols. (Toronto: Ontario Historical Society, 1923-31), III (ICC Documents, p. 57).

[28] D. W. Smith to Alexander Aitken, September 12, 1794, in F.B. Murray, ed., *Muskoka and Haliburton, 1615-1875: A Collection of Documents*, The Champlain Society, Ontario Series, 6 (Toronto: University of Toronto Press, 1963), 98 (ICC Documents, pp. 58-61).

> of the Commander in Chief of His Majesty's Forces in North America. No Lands are therefore to be purchased of the Indians, but by the Superintendant General and Inspector General of Indian Affairs, or in his absence by the Deputy Superintendant General, or a Person specially Commissioned for that Purpose by the Commander in Chief.[29]

In 1795, Jean-Baptiste Rousseau, the interpreter who accompanied Collins in 1785, signed a statement confirming his view that there had been a purchase of land from the Chippewas at that time. Rousseau gave the following description of the lands involved:

> I certify that the purchase made from the Chippewa Indians between Lake La Clie, now Lake Simcoe & Matchidash Bay, as nearly as I can recollect, was as follows – vizt – One mile on each side of the foot path from the Narrows at Lake Simcoe to Matchidash Bay, with three Miles and a half Square, at each end of said Road or foot path, for the building of Stores or any other public purpose, also one mile on each Side of the River which empties out of Lake Simcoe into Matchidash Bay for the purpose of carrying on the Transport.[30]

In 1830, the Chippewas were settled by Sir John Colborne, Lieutenant Governor of Upper Canada, on a tract of land between Coldwater and Lake Couchiching, referred to as the "Coldwater Tract," which was subsequently surrendered in November 1836. The Chippewas later divided into three distinct bands and settled onto separate reserves – Chief Aisance and his Band settled on Beausoleil Island in 1842, Chief Yellowhead and his Band went to Rama in 1838, and Chief Joseph Snake and his Band moved to Snake Island (now Georgina Island) in about 1838. When the soil on Beausoleil Island proved to be unsuitable for cultivation, the Band moved to the Christian Islands which were set aside as reserve lands in the 1850s.

THE WILLIAMS TREATY

In April 1923, a joint commission, chaired by A.S. Williams, was appointed by the Government of Canada and the Province of Ontario to inquire into claims submitted by the Chippewa Indians of

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[29] Lord Dorchester to John Johnson, December 24, 1794, National Archives of Canada (hereinafter NA), RG 10, vol. 789, pp. 676 8-70 (ICC Documents, pp. 66-67).

[30] Statement by J.B. Rousseau, Interpreter and Trader, May 21, 1795, in Holmes report, p. 21 (ICC Documents, pp. 69, 250)

Lakes Huron and Simcoe, and the Mississauga Indians of Rice Lake, Mud Lake, and Lake Scugog.[31] The Commissioners concluded the Williams Treaty on October 31, 1923 with the "Chippewa Indians of Christian Island, Georgina Island and Rama" which provided for the surrender of three large parcels of land in southern and central Ontario:

> Known collectively as the Williams Treaties the agreements which provided for these acquisitions concerned the following areas of land: a) a section enclosed by the northern shore of Lake Ontario, about one township in depth between the Trent River and the Etobicoke River; b) a parcel of land lying between the northern extremity of the above-described area and Lake Simcoe, and bounded approximately by the Holland River and the boundary between the counties of Victoria and Ontario; c) a very large tract, lying between Lake Huron and the Ottawa River bounded on the north by the Mattawa River-Lake Nipissing and French River line and on the south by earlier treaties concluded in 1818 and 1819.[32]

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[31] Robert J. Surtees, *Treaty Research Report: The Williams Treaties* (Ottawa: DIAND, 1986).

[32] Robert J. Surtees, *Treaty Research Report: The Williams Treaties* (Ottawa: DIAND, 1986).

PART III

ISSUES

After considerable discussion between the parties and the exchange of correspondence, the issues in the inquiry were narrowed significantly. The last statement of issues drafted by legal counsel for the Chippewa Tri-Council was framed as follows:

1. Did representatives of the Chippewa Tri-Council Nations and the Crown enter into a treaty in 1785?

    a) Was a treaty entered into?

    b) Was the treaty made by the Chippewa Tri-Council Nations who were the ancestors of the present-day Chippewa Tri-Council?

2. If a treaty was entered into, was it ratified and confirmed by Treaty No. 3 on December 7, 1792?

3. If a treaty was entered into, what were the rights and obligations of the parties under the terms of the treaty?

    a) Did the treaty provide for rights of passage and a trade route through the Chippewa traditional lands affected by the treaty?

    b) Did the treaty provide for the payment of compensation by the Crown to the Chippewa Tri-Council Nations?

4. If a treaty was entered into, were the terms of the treaty fulfilled?

5. Does the Crown in right of Canada have an outstanding lawful obligation under Canada's Specific Claims Policy?

6. The parties have agreed that issues related to land or other interests addressed in the 1923 Williams Treaty will not be considered in this inquiry.[33]

During the balance of 1997, the parties made progress in their review and discussion of these significantly narrowed issues with the assistance of the Commission.

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[33] Alan Pratt, Legal Counsel to the Chippewa Tri-Council, to Laurie Klee, Counsel, Department of Justice, February 19, 1977 (ICC file 2105-18-01).

PART IV

THE INQUIRY

THE PLANNING CONFERENCES, APRIL 1994 – OCTOBER 1997

The first planning conference was held on April 5, 1994, in Toronto with representatives of the Chippewa Tri-Council, Canada, and the Commission in attendance. At that conference, several issues were discussed and clarified. In particular, Canada's legal counsel, Mr François Daigle, raised questions about whether a recent decision of the Supreme Court of Canada on the 1923 Williams Treaty and Canada's decision to enter into negotiations[34] with the signatories to that treaty might affect the damages being claimed in relation to this claim. After a thorough discussion of the proposed issues, the Commission agreed to provide the parties with a draft statement of issues for discussion purposes. An overview of the Commission's mediation mandate was also presented to the parties, at which time it was agreed by both parties that the Commission's mediation function might be invoked in the future if the parties were unable to resolve any of the issues in question.

Usually the next step in the inquiry process is to hold a community session to provide an opportunity for elders and other members of the First Nation to share information relevant to the claim with Commissioners. In this inquiry, there was some question about whether a community session would be necessary because this was a pre-Confederation claim.

A second planning conference was held on September 15, 1994, in Toronto to finalize and to clarify issues, to discuss how the inquiry would be conducted, and to review other planning matters. The First Nations clarified their position by asserting that there *was* a treaty with the First Nations, but the Collins Treaty was not, and could not, amount to a treaty of cession, surrender, or purchase because of the formalities required for a land cession treaty. The Chippewa Tri-Council's legal counsel, Alan Pratt, outlined its position in a letter dated September 28, 1994:

> Pursuant to the definition of treaty described in cases such as *Sioui* and *Cote*, there is sufficient evidence of a valid treaty in 1785 whereby the Chippewas agreed to

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[34] The 1923 Williams Treaty claim was formally accepted for negotiation by letters dated April 18, 1994, from John Sinclair, Assistant Deputy Minister, Claims and Indian Government, DIAND, to Chief Jeffrey Monague, Chippewas of Beausoleil First Nation, Chief William McCue, Chippewas of Georgina Island First Nation, and Chief Norman Stinson, Chippewas of Rama First Nation. The letters state, in part, that "there may be an outstanding lawful obligation . . . in that promises of fair and adequate compensation and reserve lands were not fulfilled by Canada and Ontario."

> grant a right of way to the British in exchange for some reasonable amount of clothing. In particular, the detailed reference to the terms of the [Collins] Treaty in the later Treaty 3 of 1792 is very comparable to the evidence accepted by the Quebec Court of Appeal in *Cote*. The clothing was of great importance to the Chippewas, since according to Collins they were *poor and Naked*. In addition, the rights acquired by the British Crown were of great importance since they secured an important route to Lake Huron. The surrounding circumstances, subject matter of the treaty and the subsequent conduct of the parties meet the legal tests of a treaty.[35]

The Chippewa Tri-Council further submitted that there was a breach of the Crown's lawful obligations under the treaty. The First Nations submitted that the terms of the Collins Treaty affirmed Chippewa title to the tract in question – the area that allowed for a right of passage through Mississauga country from Lake Simcoe to Georgian Bay. Counsel also stated that the Collins Treaty was not a treaty of cession and granted only the power to make roads, even though the Crown erroneously treated the Collins Treaty as a land cession. The lands were sold off to third parties, without any surrender of Indian (aboriginal) title or compensation paid. Therefore, the Chippewa Tri-Council put forward the following arguments in support of its assertion that the Crown had breached its lawful obligations:

- The Treaty was breached by the denial of the Chippewa interest that was implicitly confirmed by the treaty and by the Crown's unilateral expansion of its rights of passage into *de facto* complete dominion over the tract.
- Thus, the sales of the lands affected by the treaty were in breach of the treaty itself.
- Further, the consideration promised under the Treaty for certain limited rights was not provided. Even though its value may be minimized today, the clothing promised was obviously of considerable value to the Chippewas who were clearly in distress at the time.
- In addition, the right of passage was of crucial significance to the British as all the surrounding documents make clear, and the Crown must have intended to pay reasonable value for those rights.[36]

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[35] Alan Pratt, Legal Counsel to the Chippewa Tri-Council, to François Daigle, Counsel, Specific Claims Ottawa, September 28, 1994 (ICC file 2105-18-1).

[36] Alan Pratt, Legal Counsel to the Chippewa Tri-Council, to François Daigle, Counsel, Specific Claims Ottawa, September 28, 1994 (ICC file 2105-18-1).

As regards Canada's concerns about the potential impact of compensation negotiations into the 1923 Williams Treaty on the scope of this claim, Mr Pratt suggested that if Canada accepted that the Williams Treaty claim included losses in relation to the alleged unlawful alienation of land, the Chippewa Tri-Council was prepared to discuss further the relationship between the two claims.

In an effort to resolve the outstanding questions around what impact, if any, the 1923 Williams Treaty negotiations would have on the Collins Treaty claim, Canada set out its position in a letter from François Daigle dated November 3, 1994:

> the issue of compensation for loss of use of the "Collins Treaty" lands, which are included in the Williams Treaty lands, has been dealt with in the Williams Treaty claim negotiations . . .[37]

Over the next five months, the parties exchanged draft statements of issues in an effort to come to some agreement on the scope of the Commission's inquiry. It was to this end that a third planning conference was held on March 13, 1995. The possibility of conducting a community session was again considered, but it became necessary to delay the inquiry for several months because new historical information had emerged since the claim had been submitted in 1986. Additional time was therefore required to allow the parties to compile the new documents and to assess them in light of the substantial historical record.

In February 1996, counsel for the Chippewa Tri-Council informed the Commission that the inquiry into the Collins Treaty claim would have to be postponed until further notice, owing to its ongoing negotiations with Canada in relation to the 1923 Williams Treaty. There was concern that the negotiations under the Williams Treaty could have a direct impact upon the Collins Treaty claim.[38] In July 1996, the inquiry into the claim was placed in abeyance pending further notice from the First Nations that they wished to proceed. In August 1996, the Chippewa Tri-Council decided to proceed with the inquiry into the Collins Treaty Claim.[39]

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[37] François Daigle, Counsel, Specific Claims Ottawa, to Alan Pratt, Legal Counsel to the Chippewa Tri-Council, November 3, 1994 (ICC file 2105-18-1).

[38] Ron S. Maurice, Commission Counsel, ICC, to Chippewa Tri-Council, Chiefs Jeff Monague, Lorraine McRae, William McCue, February 1, 1996 (ICC file 2105-18-1).

[39] Alan Pratt, Legal Counsel to the the Chippewa Tri-Council, to Ron S. Maurice, Commission Counsel, ICC, August 14, 1996 (ICC file 2105-18-1).

A fourth planning conference was scheduled on November 4, 1996, in Ottawa again to discuss and to agree on the issues raised in the claim and to define accurately the scope of the inquiry. In preparation for that meeting, Alan Pratt clarified the Tri-Council's position in a letter dated October 11, 1996:

> The Tri-Council's position is that there was a valid treaty or agreement whereby the Chippewas agreed to a right of way or right of passage through Chippewa territory in exchange for suits of clothing in a reasonable amount and quality, commensurate with the nature and value of the rights conferred by them. The Inquiry will not be asked to consider whether the treaty or agreement affected Chippewa title beyond that limited grant of rights. Accordingly, the statement of issues can be significantly narrowed.[40]

By the end of January 1997, the parties were in substantial agreement as to the scope of the issues and that they would not deal with issues arising from the 1923 Williams Treaty because they were to be addressed in a separate negotiation process.

In April 1997, Canada's legal counsel, Ms Laurie Klee, advised that she was conducting another legal review of the claim based on the new information and the agreed issues to determine whether the claim should be accepted for negotiation. The legal review was completed before the end of the month and was forwarded to the Specific Claims Branch for its consideration. In September 1997, Canada made an informal offer to accept the claim as a "fast-track claim" under the Specific Claims Policy, a process which is intended to settle claims for compensation of $500,000 or less. Discussions between the parties ensued as to the manner in which the claim would be accepted and whether the Chippewa Tri-Council First Nations would be prepared to negotiate on this basis.

In the interests of resolving all outstanding issues, a fifth and final planning conference was held on October 8, 1997, with the assistance of the Commission's Legal and Mediation Advisor, the Hon. Robert F. Reid, and Commission Counsel, Ron Maurice. The purpose of the meeting was to discuss the prospect of a negotiated settlement and to discuss the compensation to be offered in the event that Canada and the Chippewa Tri-Council officially agreed to have the claim negotiated on

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[40] Alan Pratt, Legal Counsel to the Chippewa Tri-Council, to Ron S. Maurice, Commission Counsel, ICC, and François Daigle, Counsel, Specific Claims Ottawa, October 11, 1996 (ICC file 2105-18-1).

a fast-track basis. With the cooperation of both parties, their counsel, and the Commission, an agreement in principle was reached on the terms of a proposed settlement.

On January 28, 1998, Mr Michel Roy, Director General, Specific Claims Branch, wrote to the Chiefs of the Chippewa Tri-Council to confirm that Canada had accepted the "Collins Treaty" claim for negotiation:

> I am honoured to accept for negotiation under the Specific Claims Policy the Chippewa Tri-Council . . . specific claim regarding the compensation that was promised, in the terms of the "Collins Treaty", but not paid, for a 1785 right of passage in the area between Lake Simcoe and Lake Huron.
>
> For the purposes of negotiation, Canada accepts that the Crown has an outstanding lawful obligation toward the Chippewas. Although the terms of the "Collins Treaty" remain unclear, it is fairly well established that some kind of agreement was made between Collins and the Chippewas, probably for a right of passage from Lake Simcoe to Lake Huron. Mr. Collins likely made a promise to provide clothing to the Chippewas in exchange for the right of passage. That promise has never been fulfilled.[41]

Thus, the claim that was ultimately accepted for negotiation related to the agreement between the Crown and the Chippewas for a right of passage from Lake Simcoe to Lake Huron in exchange for certain promises that were not fulfilled.

On February 5, 1998, Alan Pratt, counsel to the First Nations, wrote to the Commission to confirm that it could close its file on the inquiry because Canada's offer for negotiation had been made and accepted in principle by the Chippewa Tri-Council. In that letter, Mr Pratt thanked the Commission

> for providing a forum in which this matter could be discussed, re-examined, accepted, and settled in principle. In my view this case is an excellent example of the value of an independent claims body with a flexible mandate. Without the assistance of the Commission this would likely remain just another rejected claim, perhaps on its way to court but certainly not a source of redress and reconciliation.[42]

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[41] Michel Roy, Director General, Specific Claims Branch, to Chief Paul Sandy, Chippewas of Beausoleil First Nation, Chief William McCue, Chippewas of Georgina Island First Nation, and Chief Lorraine McRae, Chippewas of Mnjakaning (Rama) First Nation, January 28, 1998 (ICC file 2105-18-1).

[42] Alan Pratt, Legal Counsel to the Chippewa Tri-Council, to Ralph Keesickquayash, Counsel, ICC, February 5, 1998 (ICC file 2105-18-1).

We wholeheartedly agree. Despite the limitations of the Commission's mandate, which allows it only to make non-binding decisions, the processes adopted by the Commission can achieve real progress when First Nations and Canada are committed to settling claims in a non-adversarial setting.

In the end, a claim that had remained unsettled for many years was resolved through perseverance, good will, the use of non-adversarial dispute-resolution techniques, and the shared desire of the parties to resolve a long-standing grievance in a fair and just manner.

PART V

CONCLUSION

After an extensive period of discussions, representatives of the Chippewa Tri-Council First Nations and Canada were able to reach an agreement in principle on October 8, 1997, with the assistance of the Indian Claims Commission. The role of the Commission throughout this inquiry was to bring the parties together in an informal, non-adversarial setting, where the parties could discuss the claim's history and its substantive merits. With the cooperation of the parties and their legal counsel, a full inquiry into the claim was avoided and the considerable costs and resources typically consumed in the course of litigation were averted.

The Commission is pleased that it has been able to assist the parties in coming to an agreement in principle for the settlement of the Collins Treaty claim.

FOR THE INDIAN CLAIMS COMMISSION

Daniel J. Bellegarde
Commission Co-Chair

Roger Augustine
Commissioner

Dated this 19th of March, 1998

APPENDIX A

CHIPPEWA TRI-COUNCIL INQUIRY

1	Notice of decision to conduct inquiry	February 4, 1994
2	Planning conferences	
	Planning conference 1	April 5, 1994
	Planning conference 2	September 15, 1994
	Planning conference 3	March 13, 1995
	Planning conference 4	November 4, 1996
	Planning conference 5	October 8, 1997
3	Canada's offer to accept the claim	January 28, 1998
4	Chippewa Tri-Council's acceptance in principle	February 5, 1998
5	Contents of the formal record	

The formal record for the Chippewa Tri-Council Inquiry consists of the following materials:

- documentary records (four volumes of documents and one annotated index)
- correspondence among the parties and the Commission

The report of the Commission and the letter of transmittal to the parties will complete the record for this inquiry.

APPENDIX B

GOVERNMENT OF CANADA'S OFFER TO ACCEPT CLAIM

Affaires indiennes et du Nord Canada
Indian and Northern Affairs Canada

Your file Votre référence
Our file Notre référence

JAN 28 1998

WITHOUT PREJUDICE

Chief Paul Sandy
Chippewas of Beausoleil First Nation
c/o Cedar Point Post Office
PENETANGUISHENE ON L0K 1P0

Dear Chief Sandy:

On behalf of the Government of Canada, I am honoured to accept for negotiation under the Specific Claims Policy the Chippewa Tri-Council (representing the Chippewas of Beausoleil, Rama and Georgina Island) specific claim regarding compensation that was promised, in the terms of the "Collins Treaty", but not paid, for a 1785 right of passage in the area between Lake Simcoe and Lake Huron.

For the purposes of negotiation, Canada accepts that the Crown has an outstanding lawful obligation toward the Chippewas. Although the terms of the "Collins Treaty" remain unclear, it is fairly well established that some kind of agreement was made between Collins and the Chippewas, probably for a right of passage from Lake Simcoe to Lake Huron. Mr. Collins likely made a promise to provide clothing to the Chippewas in exchange for the right of passage. That promise has never been fulfilled.

I have been informed by Mr. Normand Levasseur, the federal negotiator assigned to this specific claim, that he has met with you and your negotiators, Messrs. Alan Pratt and Ian Johnson, on a number of occasions, where the merits of the claim were discussed. At the last meeting Mr. Levasseur presented to your negotiation team an option to settle the claim. This option would be worth $565,000 and includes not only compensation for this claim but the costs incurred by your communities for ratification and legal advice. Messrs. Pratt and Johnson agreed to present this proposal to the Chippewa Tri-Council and I understand that all three Chiefs and Councils have agreed in principle to a settlement on the above mentioned terms.

I congratulate you on reaching this agreement. I understand that both negotiation teams will have to meet in order to discuss an appropriate ratification process and the issue of apportionment among the three Chippewa First Nations.

I would like to wish you luck in the remainder of your negotiations and hope that a favourable vote will be reached before too long. I look forward to hearing about the outcome of your claim.

Yours truly,

Michel Roy
Director General
Specific Claims Branch

Encl.

c.c. Chief William McCue
Chief Paul Sandy

Affaires indiennes et du Nord Canada | Indian and Northern Affairs Canada

JAN 28 1998

Your file Votre référence
Our file Notre référence

WITHOUT PREJUDICE

Chief Lorraine McRae
Chippewas of Mnjikaning First Nation
Box 35
RAMA ON L0K 1T0

Dear Chief McRae:

On behalf of the Government of Canada, I am honoured to accept for negotiation under the Specific Claims Policy the Chippewa Tri-Council (representing the Chippewas of Beausoleil, Rama and Georgina Island) specific claim regarding compensation that was promised, in the terms of the "Collins Treaty", but not paid, for a 1785 right of passage in the area between Lake Simcoe and Lake Huron.

For the purposes of negotiation, Canada accepts that the Crown has an outstanding lawful obligation toward the Chippewas. Although the terms of the "Collins Treaty" remain unclear, it is fairly well established that some kind of agreement was made between Collins and the Chippewas, probably for a right of passage from Lake Simcoe to Lake Huron. Mr. Collins likely made a promise to provide clothing to the Chippewas in exchange for the right of passage. That promise has never been fulfilled.

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Yours truly,

Michel Roy
Director General
Specific Claims Branch

Encl.

c.c. Chief William McCue
Chief L. McRae

Affaires indiennes et du Nord Canada | Indian and Northern Affairs Canada

Your file Votre référence
Our file Notre référence

JAN 28 1998

WITHOUT PREJUDICE

Chief William McCue
Chippewas of Georgina Island First Nation
R.R. #2
SUTTON WEST ON L0E 1R0

Dear Chief McRae:

On behalf of the Government of Canada, I am honoured to accept for negotiation under the Specific Claims Policy the Chippewa Tri-Council (representing the Chippewas of Beausoleil, Rama and Georgina Island) specific claim regarding compensation that was promised, in the terms of the "Collins Treaty", but not paid, for a 1785 right of passage in the area between Lake Simcoe and Lake Huron.

For the purposes of negotiation, Canada accepts that the Crown has an outstanding lawful obligation toward the Chippewas. Although the terms of the "Collins Treaty" remain unclear, it is fairly well established that some kind of agreement was made between Collins and the Chippewas, probably for a right of passage from Lake Simcoe to Lake Huron. Mr. Collins likely made a promise to provide clothing to the Chippewas in exchange for the right of passage. That promise has never been fulfilled.

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I would like to wish you luck in the remainder of your negotiations and hope that a favourable vote will be reached before too long. I look forward to hearing about the outcome of your claim.

Yours truly,

Michel Roy
Director General
Specific Claims Branch

Encl.

c.c. Chief Paul Sandy
Chief L. McRae

APPENDIX C

CHIPPEWA TRI-COUNCIL CONFIRMATION OF ACCEPTANCE IN PRINCIPLE

ALAN PRATT
BARRISTER & SOLICITOR

e-mail PrattA@netcom.ca
www.netcom.ca/~PrattA/Homepage.htm

February 5, 1998

By Facsimile and Regular Mail

Mr. Ralph Keesickquayash, Counsel
Indian Claims Commission
Suite 400 - 427 Laurier Avenue W.
Ottawa, Ontario
K1P 1A2

Dear Mr. Keesickquayash:

Re: Chippewa Tri-Council - Collins Treaty Claim

I am pleased to enclose copies of letters dated January 28, 1997 from Michel Roy, Director General, Specific Claims Branch, to each of the three Chippewa Tri-Council Chiefs on this matter. As you can see, the claim has now been accepted for negotiations and an offer has both been made and accepted in principle.

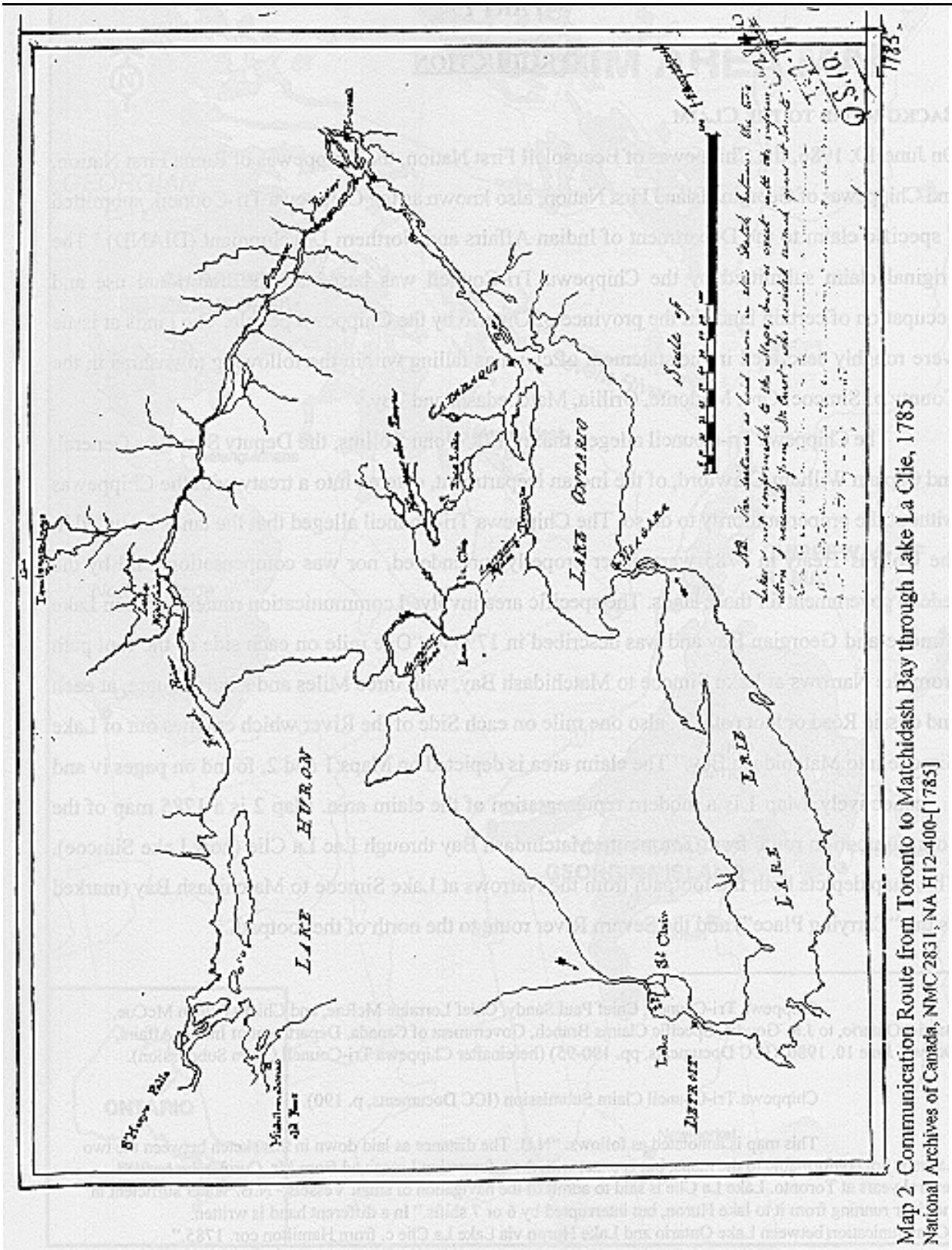
In light of this development, the Commission can now close its file. On behalf of the Chippewa Tri-Council I would like to express my appreciation and thanks to the Commission for providing a forum in which this matter could be discussed, re-examined, accepted and settled in principle. In my view this case is an excellent example of the value of an independent claims body with a flexible mandate. Without the assistance of the Commission, this would likely remain just another rejected claim, perhaps on its way to court but certainly not a source of redress and reconciliation.

Yours very truly,

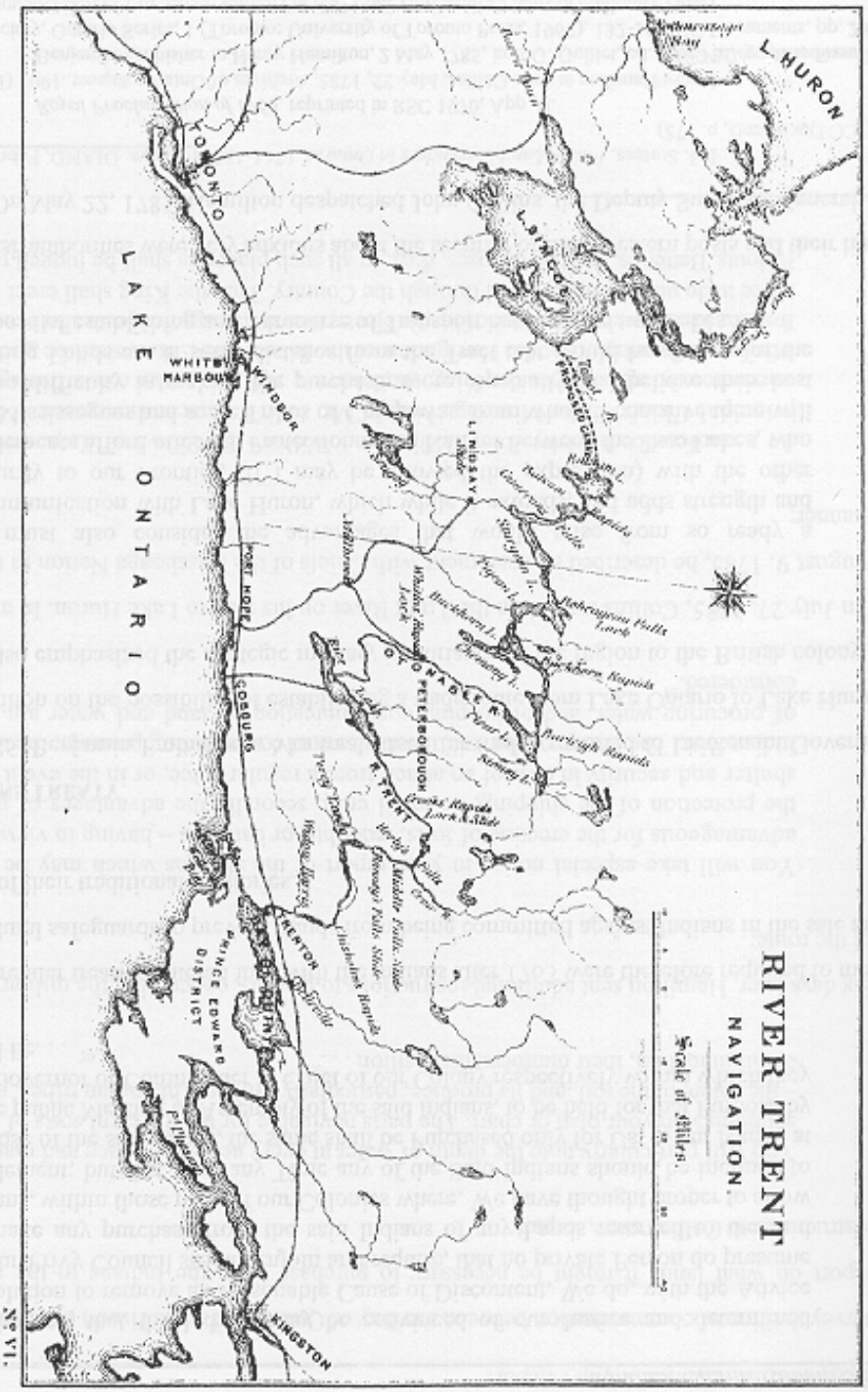
Alan Pratt
AP:rj

Encl.

c.c. Chippewa Tri-Council Chiefs
Normand Levasseur, DIAND
Honourable Robert F. Reid, ICC
Ian Johnson



Map 2 Communication Route from Toronto to Matchidash Bay through Lake La Clie, 1785
National Archives of Canada, NMC 2831, NA H12-400-[1785]



Map 3 River Trent Navigation
Reproduced in Canada, Parliament, *Sessional Papers*, 1867, No. 8, "Report of the Commissioner of Public Works, for the Year Ending 30th June, 1867"