

**A REPORT ON THE  
1836 AND 1855 FEDERAL  
TREATIES WITH THE OTTAWA AND  
CHIPPEWA INDIANS OF MICHIGAN**

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**Expert Witness Disclosure**  
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Since September 1999, I have been under contract to Historical Research Associates, Inc. and to the Michigan Department of Natural Resources as a consultant on historical issues involved in the case *United States et.al. v. State of Michigan*. The topic of my research has been the history of federal relations with the Ottawa and Chippewa parties to the treaty negotiated in Washington, D.C. in 1836. The period of my research extends from the early 1800s to 1855. The opinions and conclusions that I have reached as a result of this research are presented in this report. I summarize those opinions in the following section and I follow that summary with a detailed explanation of the basis for those opinions.

I am paid at the rate of \$150 per hour. I have previously testified as an expert historian in the cases identified in my resume, which is attached to this report. My background, experience and other qualifications also are listed in my resume.

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Lawrence C. Kelly

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Date

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# Summary Statement Of Conclusions And Opinions

In the course of my research for this report on the 1836 and 1855 treaties with the Ottawa and Chippewa Indians of western Michigan and the eastern portion of the upper peninsula, I have arrived at the following conclusions or opinions:

1. The primary goal of federal Indian policy has been to establish the title of the United States to land occupied by the aboriginal inhabitants of that land. The means to achieve this goal have varied over the years. In Part 1 of my report, pages 7-33, I trace briefly the evolution of federal Indian policy to the early 1830s when that policy began to be applied to the Ottawa and Chippewa Indians in the area of the 1836 treaty cession.
2. A major architect of federal Indian policy in the old Northwest Territory after the War of 1812 was Lewis Cass, the territorial governor of the Michigan Territory and Superintendent of Indian Affairs in Michigan Territory from 1813 to 1831. In numerous treaties that Cass negotiated with the Indians of the old Northwest during these years, he sought gradually to reduce their land holdings, all the while leaving them some land on which they might gradually adapt to agriculture. Like most of his contemporaries, Cass believed that as white settlers moved into former Indian territories, the game upon which the Indians depended would become scarce and they would have to turn to agriculture to support themselves. By the late 1820s, he had become discouraged about the ability of the eastern Indians to adapt to agriculture, and he embraced the policy of the removal of the eastern Indians to lands west of the Mississippi River. Cass appointed Henry Schoolcraft as the Indian agent to the Chippewa Indians at Sault Ste. Marie in 1822 and tutored Schoolcraft in the art of Indian negotiations during the 1820s. Cass's application of federal policy in the old Northwest and Schoolcraft's career as Indian Agent to 1832 are the subject of Part 2 of my report, pages 34-65.
3. The best example of how federal policy was applied to the Indians of the old Northwest during the years prior to the 1836 treaty with the Ottawas and Chippewas is that of the reduction of the Potawatomi Indians in Indiana, Illinois, and southern Michigan Territory. In a series of treaties negotiated between 1816 and 1836 the Potawatomi estate was gradually reduced to nothing and the Potawatomis, with a few exceptions, were removed west of the Mississippi River. To secure their assent to the treaties, the federal

government agreed to ever-higher compensation payments. The Potawatomi example is described in pages 53-59.

4. There was no apparent federal pressure upon the Ottawa and Chippewa Indians in western Michigan and the eastern portion of the northern peninsula to cede their lands until 1835. The movement to sell land actually had its origins in proposals to sell that emanated from the Ottawa Indians at L'Arbre Croche beginning in 1833. The Indian Office initially discouraged these overtures. (See pages 71-73.) In 1835, as Michigan was preparing for statehood, another proposal to sell was received by agent Schoolcraft. This time the Indian Office replied that it was prepared to entertain the proposal and instructed Schoolcraft to inquire if the Indians living in the area north of Grand River would also be willing to sell their land. (See pages 77-79.) When the L'Arbre Croche Ottawas sent an unauthorized delegation to Washington to discuss a sale in the late fall of 1835, Schoolcraft followed them despite instructions that he was not to come to Washington. Once there, Schoolcraft and the L'Arbre Croche delegation apparently convinced Secretary of War Lewis Cass that there was an opportunity to secure the cession of the remaining Indian lands in the lower Michigan peninsula and the eastern third of the northern peninsula. (See pages 81-87.)
5. In December 1835 and January 1836, instructions were sent from Washington to the major Indian groups calling upon them to send delegations to Washington for a treaty that would discuss the cession of their lands. (See pages 87-93.) By March 1836, Indian delegations from all the major Indian centers were assembled in Washington, and treaty negotiations were opened under the direction of Henry Schoolcraft, who had been instructed by Secretary Cass on the terms that the federal government was prepared to grant to the Indians in return for the cession of their lands. The treaty negotiations are discussed in detail in Part 4 of my report (pages 95-124).
6. The treaty that Schoolcraft negotiated followed the lines of earlier treaties in the old Northwest that had been negotiated by Cass. After ceding the bulk of their lands, the Indians were left with a large number of reservations. There were large financial inducements to encourage them to take up agriculture on the reservations, but there was also provision for their voluntary removal to land west of the Mississippi River. Opposition to the sale of their lands was apparently overcome by the financial

inducements. The Indians were concerned about the right to hunt on the ceded lands and were told orally by Schoolcraft that they would be permitted to hunt on the ceded lands until those lands were “wanted.” In the treaty itself the right to hunt on ceded land was guaranteed until “the land is required for settlement.” (See pages 95-110.)

7. President Andrew Jackson, who objected to certain portions of the initial version of the treaty dealing with the trader’s debts, then amended the treaty that Schoolcraft negotiated. The amendment was poorly drafted, resulting in conflicts between the Indians and the Indian Office for years thereafter. (See pages 110-111.) More serious were amendments that the Senate insisted upon. The most important of these was the limitation upon Indian ownership of the reservations that the Senate imposed. Instead of recognizing a continuing Indian title in the reservations until some later date, the Senate amendment stated that the reservations would remain in Indian ownership for only five years unless the United States should permit the Indians to remain on them for a longer period of time. The amendments provided for a compensation of \$200,000 for the reservations at the time of their surrender. The Senate also changed the area west of the Mississippi to which the Indians were to remove. (See pages 111-114.)
8. As a consequence of the Senate’s amendments, Schoolcraft was forced to take the amended treaty back to Michigan in order to obtain the Indians’ consent to them. This he did in July 1836. In a series of meetings with both Ottawas and Chippewas at Michilimackinac, Schoolcraft succeeded in gathering the Indians’ marks [signatures] on the amended treaty but he noted that some of the Indian leaders “strenuously” opposed the change in their ownership of the reservations and had only consented to the amendments when they were assured that Article 13 of the treaty, which guaranteed their right to hunt on the ceded lands until they were required for settlement, also applied to the reservations. In explaining their rights to reside on the reservations, Schoolcraft told them that they could remain on the reservations until they were required for survey and settlement. (See pages 114-124.)
9. The right of the Indians to hunt on the ceded lands was expressed in different ways in treaties from 1795, the Treaty of Greenville, to 1836. I have traced the various treaty provisions on pages 108-109 and conclude there that all the different ways of describing the tenure of the Indians on ceded land are derived from the same concept, namely, that



the right to hunt and fish on ceded lands existed only so long as the ceded lands remained the property of the United States. Once the United States conveyed the property to private parties, the right to hunt and fish ceased to exist.

10. In 1837, in response to an inquiry from white settlers who were moving across the Grand River into the ceded territory, the question of when the Indians' rights under Article 13 ceased was submitted to the Attorney General of the United States. In forwarding the inquiry, Schoolcraft noted that it was his understanding that "as fast as the lands were surveyed and sold, thus converted into private property, this right would cease."

This position was upheld by the Attorney General who gave as his opinion that the Indians' rights under Article 13 remained "until such lands have been actually disposed of to individuals, by the United States." Disposition could be made by sale under the federal land laws or "in any other way that Congress may direct" but only when "an actual disposition of any particular tract should be made," and only then, would "the usufructuary right of the Indians...cease as to such tract." Schoolcraft had the Attorney General's opinion published in newspapers throughout the State of Michigan. (See pages 127-131.)

11. Following the ratification of the 1836 treaty and the admission of Michigan to statehood in January 1837, pressure mounted on the tribes to remove west of the Mississippi River. Despite the fact that some of the Indians agreed to participate in a journey to examine the lands proposed for their removal, many refused to participate, and none of the Ottawas or Chippewas ever migrated to the West (some did move to Canada). Between 1836-1841, various measures to implement the treaty were undertaken, but the implementation was only imperfectly carried out. The Indians were not paid for the improvements they had made in the ceded land, and, with the possible exception of the Manistee reservation, none of the reservations described in the treaty was ever surveyed. In 1841, the year in which the Indians' five-year tenure on the reservations expired, Henry Schoolcraft was removed from office. Thereafter, the status of the Ottawas and Chippewas in the 1836 cession area became more and more tenuous with every passing year. (See pages 131-164.)
12. During the 1840s an undetermined but significant number of Ottawas and Chippewas began to purchase land in the ceded areas when it was offered for sale. Much of the lower

peninsula was surveyed by the end of the decade. In 1850, Michigan revised its constitution to grant citizenship to “every civilized male inhabitant of Indian descent” who was not a member of a tribe, and the following year the legislature recognized the desire of the Ottawas and Chippewas to remain in the state by petitioning the United States to make arrangements for them to remain in the “northern part of this state.” Following these developments, Congress began to look into the situation, and in 1851 the Senate Committee on Indian Affairs began an inquiry into how well the 1836 treaty had been implemented. Although it took another three years for any action to be taken, it was determined that the reservations created by the 1836 treaty had never been terminated, nor had the federal government’s financial obligations under the treaty been fulfilled. (See pages 165-186.)

13. In 1855 a new Indian commissioner, George Manypenny, convened the representatives of the various Ottawa and Chippewa bands at Detroit to resolve all the issues that were not implemented in the 1836 treaty. The most important issue for the federal government was to effect the transfer of title in the reservations created in the 1836 from the Indians to the federal government. Manypenny was willing to abandon the idea of removal and to permit the Indians to remain in Michigan. He believed fervently that the solution for many of the ills that beset American Indians was the individual ownership of land. Accordingly, the 1855 treaty provided for the relinquishment of the reservations to the federal government, the payment of the \$200,000 provided for in the 1836 treaty upon their relinquishment, and the assignment or allotment of individual plots of land to the Ottawas and the Chippewas from the public domain. The treaty specified areas of the public domain in the vicinity of the Indians’ villages from which they might chose their individual allotments and further provided that these areas would be withdrawn from entry by non-Indians for five years during which the Indians would be able to chose their land without competition from non-Indians. The treaty also provided for the extension of annuities to the Indians for another ten years, and other financial inducements totaling \$538,400. Some of the Indians sought compensation for the land west of the Mississippi River that they had been offered in 1836, but Manypenny refused, saying that since they had not removed to these lands, they could not expect compensation for them. (See pages 192-205.)

14. In securing the 1855 treaty, the federal government believed that it was completing its obligations under the 1836 treaty. In providing for individual allotments of land in the vicinity of the Indians' former homelands, it believed that it was preparing the Indians for citizenship in Michigan under the revised constitution. It envisioned the end of a federal-Indian relationship once the Indians became citizens and received their fee patents to land.

# **Part 1: Federal Indian Policy to 1830**

## **General Statement on Indian Policy**

Students of federal Indian policy or as it is sometimes called, Indian-White relations, have a tendency to describe the goals of federal policy and the means for achieving those goals as though they were one and the same thing. For instance, federal policy during the period after the American revolution to the 1830s is often characterized as the civilization policy, a time in which the federal government sought to achieve peace and the advancement of the frontier through a program that emphasized the incorporation of Indians into American society through education, encouragement of missionary activity, and conversion of the Indians to a sedentary agricultural life. When this program appeared to be failing, the policy shifted in the 1830s to one of removal of the Indians to an Indian territory in the Louisiana Purchase area west of the Mississippi River where they would be granted additional time to become “civilized.”

Following the addition of the large territory wrested from Mexico during the Mexican war, 1846-1848, the presence of an Indian territory separating the eastern states from those in the west was deemed intolerable, and between 1850 and the late 1880s, a new policy of confining Indians on greatly reduced “reservations” was inaugurated. Then, in the 1880s, it was determined that the reservations too would have to go and that the Indians were to be incorporated into American society through the “allotment in severalty” of their former reservations. The individually owned land allotments distributed to Indians were to be accompanied by a grant of citizenship and the dissolution of Indian tribal societies and government; Indians were to become like other Americans, tax paying citizens subject to the laws of the states in which they resided. In this way, the federal government could end its responsibility for its Indian wards, and the necessity for an Indian policy would cease. When, in turn, the allotment program appeared not to achieve the desired result, policy shifted again in the 1930s toward the preservation of remaining Indian reservations, the reinstatement of limited Indian sovereignty on those reservations, and the toleration of Indian cultural values. Following World War II, there was a brief period in the late 1940s and 1950s in which the pendulum swung back to “terminating” Indian reservations and all federal responsibility for Indian welfare. But, beginning in the 1970s and continuing to the present, the emphasis has been on upholding the federal trust responsibility for Indians, including

protection of their rights to limited tribal government, their lands, and economic development of their natural resources.

All of these various policies have one thing in common. They are all concerned with the various ways in which the United States has attempted to extend its sovereignty over lands which it claimed as its own but which it also recognized as belonging to Native Americans. In its shortest form, it can be said that the primary goal of federal Indian policy, from the beginning of the nation to the 1930s, was obtaining control over and title to land occupied by Native Americans. The means by which the United States sought to achieve the goal of taking land from Indians was tempered by a desire to do so in a way that was judged humane by the nation's standards: civilization and acculturation, removal, reduction of Indian land holdings to smaller reservations, and allotment. It is the purpose of this first section of my report to trace briefly the evolution of federal policy in the years from the formation of the United States to the year 1830.<sup>1</sup>

In the second section, I will discuss how these policies were applied to the Ottawa and Chippewa Indians of Michigan residing in the 1836 cession area to the year 1855, when they assented to their last treaty with the United States.

## **The French and British Legacy**

Until 1763 much of present day Canada and the interior of North America was the province of the French with the English confined to the eastern seaboard of the present United States. Comparatively few Frenchmen came to North America. But, for over one hundred and fifty years, the French, with their Indian allies, held their own in a contest for dominance with the British. The French empire was based on the fur trade and was heavily dependent upon Indian

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<sup>1</sup> In this first part of my report there will be frequent citations to the *Handbook of North American Indians*, vol. 4: Wilcomb E. Washburn, ed., *History of Indian White Relations* (Washington, D.C.: Smithsonian Institution, 1988) hereafter cited as *HNAI*, 4. A brief statement on the significance of this work is in order. Beginning in the early 1970s the Smithsonian Institution undertook to update the two volume *Handbook of American Indians North of Mexico*, published by the Bureau of American Ethnology in 1907-1910. Well before 1970 scholarship on American Indians had rendered much of the original *Handbook* outdated. So greatly had the literature on American Indians expanded since early in the century, the Smithsonian envisioned a twenty volume "handbook" to replace it. The editors of the revised handbook then commissioned scholars who had written extensively on the topics chosen to be included in the handbook to write sections on their specialties. Thus, at the time of the publication of the various volumes, the scholarship therein represented the most authoritative treatment of the subject matter available. Since the *Handbook* is the most readily available single source for many of the topics discussed in Part 1 of this report, I have attempted to link most of my statements to the appropriate entries in volume 4. Volume 15, Bruce G. Trigger, ed., *Northeast* (1978) contains historical and ethnographic information on the Indians of the Northeastern United States, including sections on the Ottawa and Chippewa Indians of Michigan. It will be similarly employed in Part 2 of this report.

middlemen. In one of the accidents of history, the French early allied themselves with the Algonquian Indians whose enemies, the Iroquois, became allies of first the Dutch and then the English in the struggle for European dominance in North America. The Iroquois successfully prevented French efforts to push south of the Saint Lawrence River, forcing the fur traders westward into the Great Lakes area and from there down the Mississippi River and up the Ohio River.

In the late seventeenth and eighteenth centuries, the British and the French became engaged in a series of wars for dominance in Europe. Many of these contests had a colonial dimension. In 1761, at the close of the decisive French and Indian war, the French were finally defeated in North America when British troops captured Quebec. In the treaty of Paris of 1763, the French conveyed all of their possessions east of the Mississippi River including Canada, except for some small islands, to the victorious English. The French made no provision for their Indian allies who then found themselves subject to English control.

The French made few demands on the Indians. Except for their settlements at Quebec, Montreal, Michilimackinac, and Detroit, they had little interest in Indian real estate. To facilitate their trade in furs, they adopted the Indian custom of exchanging presents whenever the two parties met, and alcohol was one of the gifts the Indians most appreciated. The traders also freely married Indian wives or took Indian concubines, leaving behind a significant Métis<sup>2</sup> population in the areas now claimed by the English. The English colonists, however, were primarily farmers with English wives. Their relentless search for new land and their harsh treatment of the Indians within their colonies had long been viewed with alarm by other Indians. The desire of these colonists for new land beyond the Appalachian Mountains, particularly in the Ohio River Valley, was a major factor in the outbreak of the French and Indian war. The significance of the English victory and the abandonment of the Indians by the French in the treaty negotiations were not lost upon the Indians of the Ohio River Valley. Led by an Ottawa warrior named Pontiac, who organized a loose confederation of Ohio valley tribes against the British in 1761 following the French defeat, the Indians briefly drove the English from most of the former French forts that they had seized after the fall of Quebec. Alarmed by the success of the Indians, the English

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<sup>2</sup> The word “Métis” originally referred to the children of French fathers and Indian women, but it was extended to apply also to the children of English and later American fathers and Indian women.

mobilized to put down the uprising and, in the process, designed an imperial policy for dealing with the Indians in the newly conquered territory.<sup>3</sup>

Recognizing that Pontiac and his confederates were primarily concerned with keeping white settlers from taking their lands, the British proclaimed in 1763 that Indian lands west of a north/south line drawn along the crest of the Appalachian Mountains were henceforth off limits to English settlers. A distinct “Indian territory” separated from the colonies was recognized. In the following year, it was announced that fur traders in the area west of the proclamation line would be regulated by crown agents, presumably in a way that would be fairer to the Indians than the activities of the unregulated traders who swarmed into the area after the war. At the same time, the British government also announced that it alone would conduct negotiations and make treaties with these Indians for future land cessions, thereby curtailing the power of the thirteen colonies, which previously had each conducted their own, often contradictory, Indian policies.

Due to the American Revolution, the new British Indian policy was not in effect long enough to test its effectiveness. However, the pressure from land speculators, westward seeking farmers, and fur traders during the years between 1764 and 1776 did result in forced land cessions from the Indians, thereby confirming them in their suspicions about the English colonial threat. Nor was the British government able to prevent the unauthorized invasion of Indian lands in western Virginia (now Kentucky) and North Carolina (Tennessee). British efforts to control the advance of the frontier only antagonized land hungry frontiersmen whose reasons for supporting the revolution in 1776 went far beyond the right of the British government to levy taxes in the colonies.<sup>4</sup>

## **The Articles of Confederation, 1781-1789**

When the American Revolution began in 1776, the United States sought to keep the Indians neutral in the conflict. Despite their earlier distrust of the British, the Indians now viewed Great Britain as less of a threat to their lands than the land hungry former colonists, and some tribes joined the British effort to suppress the revolution. For the second time in twenty years Indians

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<sup>3</sup> Mason Wade, “French Indian Policies,” *HNAI*, 4: 20-28 [[HRA012576](#)].

<sup>4</sup> Wilbur R. Jacobs, “British Indian Policies to 1783,” *HNAI*, 4: 5-12 [[HRA012585](#)]. Francis P. Prucha, *The Great Father*, 2 vols. (Lincoln: University of Nebraska Press, 1984), 1: 11-17, 21-22 [[HRA012602](#)].

gave their support to the losing side in a war that would determine their future. Both the Iroquois in the north and the Cherokees in the south were decisively punished for their participation on the British side. The Continental Congress, which directed the war effort until the adoption of the Articles of Confederation, followed the example of the British government by asserting the central government's sole control over Indian affairs and by promising to preserve the line between tribal lands and those of the new states. The principle of the federal government's sole control over Indian affairs was affirmed in the Articles of Confederation, the first "constitution" of the United States, when it was ratified in 1781 as the war was coming to an end.<sup>5</sup>

In the Treaty of Paris of 1783, the former colonies were granted their independence and the United States was awarded all former British territory west of the Appalachians to the Mississippi River, with the exception of Florida, which was given to Spain, and Canada, which Great Britain retained. Like the French earlier, the British made no mention in the treaty of their Indian allies who were left to the mercy of the victorious Americans. Flushed with success, the United States in the 1780s sought to assert its sole ownership of the land west of the mountains by negotiating new treaties with the Indians of the region.

During the period of the Articles of Confederation, 1781-1789, the United States initially forced the tribes in the Northwest Territory to accept its claim to ownership of the area wrested from Great Britain in a series of treaties. Then, in effect, it acknowledged an Indian right to occupy most of the lands north of the Ohio River. No compensation was given for the lands taken. The Indians quickly repudiated these treaties. To avoid a war, which the new nation could ill afford, the Confederation Congress enacted a series of Ordinances that set forth its policy for the settlement of the Northwest Territory, the area of greatest settler interest north of the Ohio River and west of the Appalachian Mountains to the Mississippi River. The most important of these ordinances, insofar as they pertained to the Indians of the Northwest Territory, was the Ordinance of 1787. Retreating from its initial position that native groups occupied lands within the territory only at the sufferance of the United States, the ordinance stated that in the future "[t]he utmost good faith shall always be observed toward the Indians; their lands and property shall never be taken from them without their consent...." In addition, accepting the advice of

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<sup>5</sup> Prucha, *The Great Father*, 1: 35-42 [[HRA012593](#)]; Reginald Horsman, "United States Indian Policies, 1776-1815," *HNAI*, 4: 29 [[HRA012612](#)].



Secretary of war Henry Knox, the Confederation Congress agreed to compensate the Indians for any land that they were willing to sell in the area. By these measures the United States resolved that in the future it would attempt to treat with these Indians by means of diplomacy rather than force.

New treaties were then negotiated in which the boundaries of the earlier treaties were upheld but the Indians were paid for their lost lands.<sup>6</sup>

The conflict between the desire for land and humane treatment of the Indians was resolved in the minds of early American leaders by the conviction that the Indians would be willing to sell their lands as the line of American frontiersmen approached their territories. It was widely believed that the advance of these frontiersmen--farmers, lumbermen, fishermen, merchants, and miners, would inevitably result in the diminishment of the supply of wild game upon which the Indians depended for sustenance and trade, and at that point in time the Indians would see the wisdom of settling down, adopting agriculture, and selling their surplus lands or peacefully moving westward. This concept was first stated in 1783 by General Philip Schuyler and was quickly seconded by General George Washington. Despite American optimism that the Northwestern Indians could be persuaded to sell their lands as the tide of settlers advanced, however, the Indians proved recalcitrant and firmer measures were eventually required.<sup>7</sup>

## **Fallen Timbers and the Treaty of Greenville, 1794-1795**

The concept that the Indians would peacefully give way as American settlement approached, first stated by General Schuyler, was embraced by both President George Washington and his Secretary of War, Henry Knox, shortly after the adoption of Constitution in 1789.<sup>8</sup> However, when frontiersmen began to invade areas north of the Ohio River that the Indians claimed had not been ceded in the treaties of the late 1780s, the Indians replied, not with new land cessions, but with attacks upon the settlers. Hence, Washington was forced to reconsider the policy of peace and diplomacy. Because the Indians were encouraged in their efforts to halt the settler

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<sup>6</sup> Prucha, *The Great Father*, 1:43-48 [[HRA012624](#)]; Horsman, "American Indian Policy in the Old Northwest, 1783-1812," *The William and Mary Quarterly* XVIII (January 1961): 35-41 [[HRA012613](#)]; Horsman, "United States Indian Policies, 1776-1815," *HNAI*, 4: 29-31 [[HRA012631](#)]

<sup>7</sup> Horsman, "American Indian Policy in the Old Northwest, 1783-1812," pp. 36-37 [[HRA012613](#)].

<sup>8</sup> *American State Papers: Indian Affairs*, 2 vols. (Washington: Gales and Seaton, 1832-1834) 1: 12-13 [[HRA010906](#)], 53 [[HRA010909](#)]. Hereafter abbreviated as *ASP:IA*.

advance by British military commanders who continued to occupy the major forts in the area despite the terms of the peace treaty that awarded the land to the United States, Washington also had to consider the effects of military action upon U.S. relations with Great Britain. At last, in 1790-1791, Washington ordered army units into the area of conflict to restore peace, only to suffer two humiliating defeats at the hands of the Indians.

Following these embarrassments, which brought into question the viability of the new federal government, Congress appropriated funds for the creation of a larger and better equipped army, and Washington appointed a hero of the revolutionary war, General Anthony Wayne, to train the new force. Another effort at diplomacy was attempted, but when the Indians rejected a proposal tendered by the treaty commissioners in 1793 and delivered an ultimatum that the Americans withdraw from all lands north of the Ohio River,<sup>9</sup> Washington instructed Wayne to take the offensive. At the battle of Fallen Timbers in 1794, Wayne routed the Indians, destroying any illusions that they might have had that they could prevent the American advance. More importantly, the fleeing Indians, who had expected support from the British, were dismayed to learn that the British commander at Fort Miami would not permit them entrance to the fort during their retreat.<sup>10</sup>

Unbeknownst to the Indians, the U.S. and Great Britain were in the process of resolving some of their postwar problems at the time of Wayne's victory at Fallen Timbers. Just before that encounter, the two nations had concluded an agreement, Jay's Treaty, in which the British agreed to abandon their occupation of the forts in the Northwest Territory and to pull back their military forces to Canada.<sup>11</sup> With the British threat in the area removed, the United States was now positioned to force a significant cession from the Indians in the Ohio Valley. Deprived of support from the French and the British, the Indians had no other options.

During the winter of 1794-1795, Wayne met with the leaders of the Ohio Valley tribes, explaining the demands of the United States. On June 17, 1795, formal treaty negotiations with

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<sup>9</sup> ASP:IA 1: 352 [\[HRA010912\]](#), 357 [\[HRA010913\]](#). The Indian leaders told the treaty commissioners that "money, to us, is of no value, and to most of us is unknown." They suggested that the United States give the money instead to the settlers. This, they said, would easily cause the "settlers [to] be removed, and peace thereby obtained."

<sup>10</sup> Prucha, *The Great Father*, 1:62-67 [\[HRA012634\]](#); Horsman, "United States Indian Policies, 1776-1815," *HNAI*, 4:32-34 [\[HRA012641\]](#)

<sup>11</sup> Reginald Horsman, *Expansion and American Indian Policy, 1783-1812* (Lansing: Michigan State University Press, 1967, p. 103 [\[HRA012644\]](#))

the leaders of all the tribes in the Ohio Valley began at Fort Greenville, Wayne's headquarters. They continued until August 10 when the treaty was signed. Throughout the proceedings, the Indians were encouraged to have their say, to which Wayne replied and then clarified the demands of the United States. The terms of the treaty were read and translated three times to ensure that the signers understood its terms. By the treaty, the Indians ceded to the United States all of the present state of Ohio east of the Cayahoga-Tuscarawas branches of the Muskingum River and the southern two thirds of the state, plus a sliver of land in southeastern Indiana.<sup>12</sup> In return for this cession, they were given \$20,000 in goods at the time of signing and an annuity of \$9,500 in goods "forever." The United States on its part relinquished a claim to all other Indian lands north of the Ohio River, east of the Mississippi, and west and south of the Great Lakes except for four tracts of land which the Indians had either relinquished in earlier, disputed treaties or which the United States had previously claimed and sixteen "reservations," primarily sites for forts or trading posts at the principle portages and heads of navigable streams, together with roads connecting them. Within the land retained by the Indians, the United States claimed the right of "preemption," the sole right to purchase any of these lands should the Indians in the future decide to relinquish them. Two of the sixteen reservations were in Michigan: Mackinac Island with its dependencies on the mainland and Fort Detroit plus six miles inland, sites the Indians had given to the French and which the United States claimed by virtue of conquest. In addition, Mashipinashiwish, a resident of Michilimackinac, who was listed as "chief of the Chippewas," voluntarily gave the Isle de Bois Blanc, adjacent to Mackinac Island as a gift to demonstrate "our sincere disposition to serve and accommodate you." When questions arose about the rights of the Indians to hunt on the lands ceded to the United States, Wayne explained that "by the seventh article of this treaty, all the lands now ceded to the United States are free for all the tribes now present to hunt upon, so long as they continue to be peaceable, and do no injury to the people thereof."<sup>13</sup>

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<sup>12</sup> For the location of the cession see the map in Dwight L. Smith, "Indian Land Cessions in the Old Northwest, 1795-1809," (Ph.D. dissertation, Indiana University, 1947), p. 101 [\[HRA015644\]](#).

<sup>13</sup> The entire transcription of the treaty negotiations is printed in *ASP:IA* 1: 564-582 [\[HRA010915\]](#). See also Charles J. Kappler, comp., *Indian Affairs: Laws and Treaties*, 5 vols. (Washington: GPO, 1904-1941) 2:39-45 [\[HRA010780\]](#); Smith, "Indian Land Cessions in the Old Northwest, 1795-1809," pp. 9-110 [\[HRA015644\]](#); Horsman, *Expansion and American Indian Policy*, pp. 96-103 [\[HRA012644\]](#); Horsman, "United States Indian Policies, 1776-1815," *HNAI*, 4:32-34. [\[HRA012641\]](#); and Horsman, "American Indian Policy in the Old Northwest, 1783-1812," pp. 44-47 [\[HRA012613\]](#). The phrasing of article seven did not originate with Wayne but was taken  
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## The Presidency of Thomas Jefferson, 1801-1809

Following Wayne's victory and the negotiation of the Treaty of Greenville, there was a brief period of calm in Indian-white relations in the Northwest Territory. By the time Thomas Jefferson became president in 1801, however, white settlement had advanced to the line drawn between the lands set aside for the Indians and those that they had relinquished. Most of the tension centered upon land in the present state of Indiana, although the Indians in Michigan and Illinois were also approached for land cessions. In addition to this pressure, there was also a concern that an aggressive France, now controlled by Napoleon Bonaparte, might become a threat to the United States. In 1800 Napoleon forced Spain to cede back to France the area west of the Mississippi River, known as Louisiana, which France had given to Spain at the close of the French and Indian War. For a few years Napoleon toyed with the idea of reestablishing the French empire in North America. Since many of the Indians in the Northwest Territory still entertained fond memories of the French, this scheme was viewed as a distinct threat to the United States.

The American Indian had long fascinated Thomas Jefferson. Unlike many of his contemporaries, he believed that the Indians, while "savages," were capable of change and could eventually be incorporated into American society as equals. The key to transforming them into peaceful citizens was to teach them the advantages of farming and the domestic arts over hunting and to increase trade with them so that they could share in the "domestic comforts" that other Americans enjoyed. The success of such a policy would also reduce conflict between whites and Indians for the Indians would soon see that they could live better with less land and less labor as farmers than as hunters.<sup>14</sup>

As in so many other aspects of Jefferson's personality, there was another side to his attitude towards Indians. During his presidency his rosy view of incorporating Indians into the American way of life, which he frequently expressed in messages to Congress, clashed with the imperative for securing new lands for the westward moving settlers and with ensuring control of the western regions of the Northwest Territory in the face of the French menace. Just before Jefferson

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from article four of the 1789 treaty with the Wyandot and other Indians at Fort Harmar; see Kappler 2:19 [HRA010934](#)].

<sup>14</sup> Horsman, "American Indian Policy in the Old Northwest, 1783-1812," p. 48 [\[HRA012613\]](#).

became president, Congress recognized the population growth in the Northwest Territory by dividing it in 1800 into an Ohio territory and an Indiana territory. Three years later Ohio was admitted into the union as a state. William Henry Harrison, a Virginian by birth and a former military officer who served as aide-de-camp to Anthony Wayne during the negotiations of the Treaty of Greenville, was named governor of the Indiana territory.<sup>15</sup>

In 1803 Jefferson instructed Harrison that because of the French acquisition of Louisiana, it was imperative that the United States establish a strong presence on the Mississippi River. To do this, it would be necessary to extinguish the Indian title in the lower Ohio and the Illinois River valleys. “Whatever can now be obtained must be obtained quickly,” he wrote, before the French began to influence the Indians. Jefferson left the means to accomplish this task to Harrison’s judgment. In a variation of the Schuyler-Knox thesis, Jefferson also stated that if the Indians were instructed in agriculture, spinning, and weaving, they would require less land than they would as hunters and they would gradually be willing to “pare them [their lands] off from time to time in exchange for the necessities for their farms and families.” To speed up the process he urged that traders encourage “influential individuals” in the tribes to run up debts because “when these debts get beyond what the individuals can pay, they become willing to lop them off by a cession of lands.” Should any of the tribes resort to warfare, Harrison was instructed to seize their lands and drive them across the Mississippi.<sup>16</sup>

Harrison needed little encouragement from Jefferson to acquire Indian lands. As a landholder in the territory and as territorial secretary and territorial delegate to Congress before his appointment as governor, he had supported federal legislation that made land in the territory more easily available to small farmers. Between 1803 and 1809, he negotiated no fewer than eleven treaties with the Indians in Illinois and Indiana,<sup>17</sup> thereby securing sole title for the United States to the southern one third of these territories and all the land along the Mississippi in Illinois and southwestern Wisconsin.<sup>18</sup> Historians differ in their opinions about Harrison’s

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<sup>15</sup> Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” p. 243 [\[HRA015644\]](#).

<sup>16</sup> The quotations are taken from Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” pp. 112-114 [\[HRA015644\]](#); see also Horsman, “American Indian Policy in the Old Northwest, 1783-1812,” pp. 47-50 [\[HRA012613\]](#); Horsman, “United States Indian Policies, 1776-1815,” *HNAI*, 4:35-36 [\[HRA012672\]](#).

<sup>17</sup> Francis P. Prucha, *American Indian Treaties* (Berkeley: University of California Press, 1994), p. 119 [\[HRA012674\]](#).

<sup>18</sup> See maps in Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” pp. 133, 148, 196, and 255 [\[HRA015644\]](#).

motives and his methods in obtaining these cessions, but there is no doubt that he was encouraged by the Jefferson administration.<sup>19</sup> In so doing, Harrison eventually stirred up Indian opposition which was led by the Shawnee Indian, Tecumseh, and his brother, Tenskwatawa, The Prophet.

In the treaties that Harrison negotiated, the Indians, while agreeing to large cessions, nevertheless made clear that they were reluctant to abandon their homelands entirely. Accordingly, they bargained for increased annuities and “reservations” within their homelands where they continued to exert sole ownership and control. Although the reservations were not deemed desirable by the United States, they were tolerated as the price for obtaining the larger cessions and avoiding immediate friction with the Indians. In time the Indians would be pressured to cede these reservations in new negotiations.

While Harrison was arranging for land cessions in the Indiana territory, similar negotiations were underway in Ohio and the newly formed Michigan Territory that had been split off from Indiana Territory in 1805.<sup>20</sup> In that same year Indian agent Charles Jouett was authorized to meet with the Indians in Ohio in order to secure their consent to the cession of some 1.25 million acres of land in the northwestern section of that state. Jouett was instructed by Secretary of War Henry Dearborn to pay the Indians between one and two cents per acre. Jouett accomplished his assignment in the summer of 1805. In return for the cession of these lands and in keeping with the concession made in the treaty of Greenville, the Jouett treaty stipulated that the tribes would be “at liberty to hunt and fish” within the ceded lands so long as they conducted themselves peacefully.<sup>21</sup> It is unclear whether the insertion of this article came at the insistence of the Indians or whether Jouett, aware of the precedent set by Anthony Wayne at the Treaty of

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<sup>19</sup> Contrast the views of Reginald Horsman in “American Indian Policy in the Old Northwest, 1783-1812,” pp. 50-51 [\[HRA012613\]](#), and Horsman, “United States Indian Policies, 1776-1815,” *HNAI*, 4:37 [\[HRA012679\]](#), with those of Francis P. Prucha in *American Indian Treaties* (Berkeley: University of California Press, 1994), p. 116-123 [\[HRA012675\]](#). See also Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” pp. 244-252 [\[HRA015644\]](#).

<sup>20</sup> F. Clever Bald, *Michigan in Four Centuries* (New York: Harper & Brothers, 1954), pp. 104-105 [\[HRA012680\]](#).

<sup>21</sup> Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” pp. 194-198 [\[HRA015644\]](#); *ASP:IA* 1: 702-703 [\[HRA010940\]](#); Kappler, *Indian Affairs: Laws and Treaties*, 2:77-78 [\[HRA010942\]](#).

Greenville in 1795, volunteered it. But some variant of the right to hunt and fish on ceded lands would be inserted in many subsequent treaties with the tribes of the region.<sup>22</sup>

The year after Jouett completed his treaty with the Indians of northern Ohio, the new territorial governor of Michigan, William Hull, a veteran of the revolutionary war, notified Secretary Dearborn that he believed that the Indians in the eastern portion of the territory were willing to sell some of their lands to the United States. Shortly afterwards he was instructed by Dearborn to proceed with the purchase, but because Dearborn's instructions were never received, the process was delayed until 1807.

Hull was authorized to treat with the Indians for two separate tracts, one of approximately 4-5 million acres in eastern Michigan extending from Saginaw Bay southwesterly to the Maumee River in Ohio, and a second of 700,000 to 900,000 acres south of the Maumee and east to Lake Erie in Ohio. Anticipating reluctance on the part of the Indians to abandon all of their homelands, Dearborn authorized Hull to permit the Indians to retain small reservations and he approved the payment of an annuity in exchange for their lands so long as the value did not exceed two cents per acre.<sup>23</sup>

Hull determined that the Indians in Ohio were unwilling to cede their lands, and he abandoned the attempt, although he later secured Indian authorization to construct a road through that territory that provided a link between the Michigan cession and Ohio. Initially, the Ottawa and Saginaw Chippewa Indians also informed him that they would not give up their lands, nor would they meet with him to discuss a cession. Eventually, they came around, perhaps influenced by the Ottawa in Ohio and the Potawatomis and Wyandots who favored cession from the beginning. In November 1807 Hull obtained the signatures of the Wyandot, Potawatomi, Chippewa, and Ottawa delegates to the treaty. Thirteen reservations, village sites of various

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<sup>22</sup> In his "handbook" of Federal Indian Law, Felix S. Cohen listed more than fifty treaties and statutes that contained guarantees of a right to hunt and fish. He noted that such rights were of two kinds: "those pertaining to Indian reservation lands and those pertaining to nonreservation (generally ceded) lands." In the case of reservation lands (i.e. uncaded lands, lands reserved or retained in Indian ownership, lands used and occupied by Indians) he noted that the courts and the Interior Department held the right to hunt and fish remained in the Indians. Since Cohen did not discuss any rights on "nonreservation (generally ceded) lands," it appears that he did not believe Indians held any rights on such lands once the temporary nature of such rights was ended. See *Felix S. Cohen's Handbook of Federal Indian Law* (Albuquerque: University of New Mexico Press, 1971) pp. 285-286 [\[HRA014360\]](#).

<sup>23</sup> Smith, "Indian Land Cessions in the Old Northwest, 1795-1809," pp. 199-202 [\[HRA015644\]](#); *ASP:IA* 1: 746-748 [\[HRA010944\]](#); Clarence E. Carter, *The Territorial Papers of the United States*, 26 vols. (Washington: GPO, 1934-1956), *Michigan Territorial Papers* X: 63-65 [\[HRA014725\]](#); Reginald Horsman, *Expansion and American Indian Policy, 1783-1812* (Lansing: Michigan State University Press, 1967), pp. 149-157 [\[HRA012644\]](#).



Indian leaders near Detroit, were exempted from the cession, and a perpetual annuity of \$2,400 was authorized in addition to an outright payment of \$10,000. The treaty also provided that the government would provided two blacksmiths for ten years “to encourage the said Indians in agriculture.” There was also the now familiar paraphrasing of the provision of the treaty of Greenville that the Indians “shall enjoy the privilege of hunting and fishing on the lands ceded.” Hull, however, modified the phrasing in the earlier treaties to read that the Indians “shall enjoy the privilege of hunting and fishing on the lands ceded as aforesaid, as long as they remain the property of the United States.”<sup>24</sup> By thus elaborating on the Treaty of Greenville’s provision that defined the hunting and fishing rights of Indians on lands that they had ceded, Hull made the point that once the United States disposed of these lands, the Indians usufructuary rights to hunting and fishing would cease. Further elaboration on this theme would be made in subsequent treaties.

## **Tecumseh and the War of 1812**

By 1809, the large number of land cessions pressed upon the Indians of the Northwest Territory by Harrison, Jouett, and Hull had produced a backlash. For some time the increasingly demoralized Indians had been attracted by the message of the Shawnee prophet, Tenskwatawa, and his brother, Tecumseh. Tenskwatawa preached a revival of Indian ways, encouraging his followers to throw off the trappings of the whites and to abandon the material goods and alcohol that he claimed had made the Indians virtual slaves to the Americans. Tecumseh sought to form an Indian confederacy to resist the whites. He maintained that individual tribes had no authority to cede land because it belonged to all the tribes, and, following the treaty of Fort Wayne in 1809, Tecumseh confronted Harrison, threatening armed resistance unless the lands were returned. In this effort he was supported by the British in Canada who were once again seeking Indian support against the United States. In 1807, in an escalating conflict between Great Britain and the United States over the rights of neutral nations to trade with Europe, the British attacked an American warship, the *Chesapeake*, and Jefferson had narrowly averted a war only by proclaiming a trade embargo. Sporadic fighting began throughout the territory, and by 1810 the two Shawnee brothers had assembled a sizable force in northeastern Indiana at a village called

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<sup>24</sup> Smith, “Indian Land Cessions in the Old Northwest, 1795-1809,” pp. 202-218 [[HRA015644](#)]; Kappler,  
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Prophetstown or Tippecanoe. Harrison took the threat seriously, and while Tecumseh was away to enlist the southern Indians to his cause, he successfully attacked Prophetstown and dispersed the assembled Indians. Tecumseh then turned to the British who were only too happy to receive him and his supporters. Deteriorating relations between the United States and Great Britain soon led to the outbreak of the War of 1812 with many of the Indians in the Northwest Territory allied with the British against the United States.

On June 1, 1812, Jefferson's successor, James Madison, secured from Congress a declaration of war against Great Britain. The effort to uphold the neutral trading rights of United States during the war in Europe between France and Great Britain had been constantly violated since the *Chesapeake* incident, and Madison believed that the time had come to defend those rights with force. The nation was poorly prepared and divided over this decision, but there was support for it in the west where the frontiersmen believed that the British were behind much of the Indian unrest and resistance to their westward movement.

The war did not go well. Almost immediately, the British seized the American fort on Mackinac Island. American forces at Fort Dearborn in Chicago were ordered to abandon their post, and during their retreat they and many of their dependents were set upon and killed by Indian allies of the British. At Detroit, Governor Hull, whose force was larger than the British across the river at Fort Malden, refused to take the offensive, fearful that the village would be attacked by hostile Indians in his absence. While Hull delayed, the American commander at Fort Niagara agreed to a truce with his British counterpart, leaving Detroit isolated on the frontier. The British then sent reinforcements to Fort Malden, and in August 1813 with their Indian allies they attacked Detroit. Governor Hull immediately surrendered. Among his subordinates who had been urging him to take the offensive was Lewis Cass, a colonel in the Ohio militia who had raised his own regiment and volunteered to assist in the defense of Detroit. Disgusted at Hull's temporizing, Cass wrote the official report on the debacle and was a leading witness in Hull's subsequent court martial.<sup>25</sup>

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*Indian Affairs: Laws and Treaties*, 2:93-95 [\[HRA012685\]](#).

<sup>25</sup> Robert W. Unger, "Lewis Cass: Indian Superintendent of the Michigan Territory, 1813-1831," (Ph.D. dissertation, Ball State University, 1967), pp. 16-45 [\[HRA012690\]](#). Hull was found guilty and sentenced to death but was pardoned by President Madison because of his revolutionary war contribution.

Following the British capture of Detroit, the war went badly until naval forces under the command of Oliver H. Perry succeeded in defeating the British on Lake Erie in 1813. With United States command of the lake assured, an army under the command of now Major General William H. Harrison marched on Detroit; Cass, commissioned as a Brigadier General for his role at Detroit, marched with Harrison. As Harrison's force approached, the British commander with his Indian allies, including Tecumseh, retreated into Canada. Harrison followed and at the battle of the River Thames, fell upon the retreating column, inflicting great damage and killing Tecumseh and many of his followers. Shortly afterwards, having secured the west from the British threat, Harrison returned to Indiana, leaving Cass in command. In October 1813 Cass was notified that he had also been appointed territorial governor, replacing Hull. Cass would remain in that post until 1831.<sup>26</sup>

## **The Indian Policy of Calhoun and Monroe, 1816-1825**

Following the War of 1812, the settler advance westward into the Northwest Territory became a torrent. In 1816 Indiana was admitted to the union, Mississippi in 1817, Illinois in 1818, and Alabama in 1819. In the latter year the Spanish threat in Florida was also removed through a treaty with Spain in which the United States annexed the area. Thus, by 1820 all land east of the Mississippi River now belonged to the United States, and all of it, with the single exception of the Michigan Territory, which included the present state of Wisconsin, had been admitted to statehood. The new states found the presence of Indians within their boundaries intolerable and their representatives in Congress began to clamor for an end to the Indian presence within their midst. The topic of Indian removal west of the Mississippi River was revived.

Between 1815 and 1817 there was a brief skirmish between the forces favoring a continuation of the civilization policy and those who favored removal as the only acceptable means of resolving the problem of the Indian presence within the states east of the Mississippi River. Secretary of War William H. Crawford, who took office in 1815, represented the Jeffersonian ideal, and he had the backing of President Madison. Reluctant to do anything that might antagonize the Indians while the United States was attempting to recover from the effects

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<sup>26</sup> Ibid [\[HRA012690\]](#)

of the war, Crawford ordered Indian commissioners to negotiate new treaties with all the Indians in which “peace and friendship” would be reestablished and their rights under earlier treaties would be reaffirmed. It was not, he said, the correct time to demand new land cessions. At the same time Crawford, as had Knox in the 1790s, insisted that the honor of the United States was at stake in its dealings with the Indians who had repeatedly been misled by the British. And, as had Jefferson, he insisted that the correct course was to attempt to civilize and assimilate the Indians into American society. In 1816, speaking for Madison, Crawford notified critics in Tennessee that the administration was “unwilling to press the Indian tribes for cessions of land which they are not disposed to sell.”<sup>27</sup>

The chief critic of Secretary Crawford’s stance was General Andrew Jackson, the hero of the recent war and the military commander in the southern frontier region. A man of strong opinions who frequently clashed with his superiors, Jackson argued strenuously throughout the postwar years against the entire treaty making process. Treating the tribes as though they were sovereign foreign powers, he wrote, was a mistake dictated by custom and the weakness of the United States after the revolution. He ridiculed the Indian claim to lands that they did not fully utilize, and he labeled the treaties a “farce.” Nor could the tribes be permitted to exist independent of state control. Indians were subjects of the United States, and as such they should be subject to the laws of the nation and the states.<sup>28</sup> But, while Jackson was emerging as the leading spokesman for removal of the southern Indians, it was actually the governor of Tennessee, Joseph McMinn, who in 1816 first proposed what ultimately became the nation’s Indian policy: removal west of the Mississippi if the Indians insisted upon retaining their tribal identity and common ownership of land *or* major land cessions coupled with individual allotments of land if they wished to remain in their homelands. Thus was the Jeffersonian ideal of incorporating the Indians compromised. In early 1817 McMinn’s proposal was considered by the Senate Committee on Public Lands, which reported favorably on the exchange of Indian lands east of the Mississippi

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<sup>27</sup> Reginald Horsman, *The Origins of Indian Removal, 1815-1824* (Lansing: Michigan State University Press, 1970), pp. 4-6 [\[HRA012953\]](#).

<sup>28</sup> F. P. Prucha, “Andrew Jackson’s Indian Policy: a Reassessment,” *The Journal of American History*, LVI (December 1969), pp. 531-533 [\[HRA012965\]](#).

for lands west of the river but which also stated that this could only be accomplished by the voluntary consent of the tribes in new treaties.<sup>29</sup>

In the spring of 1817, the new administration of James Monroe took office. To the post of Secretary of War, Monroe appointed John C. Calhoun, who quickly pronounced removal desirable although both he and Monroe were unwilling to force it upon the Indians. A test of the removal *or* individual allotment policy came later that year. Lewis Cass, the territorial governor and ex-officio superintendent<sup>30</sup> of Indian Affairs for Michigan Territory, was appointed in March 1817 as commissioner “to extinguish the Indian title to all the lands now claimed by them within the limits of the State of Ohio.” He was specifically instructed by the Acting Secretary of War, George Graham, to negotiate “on the basis that each head of a family who wishes to remain within the limits ceded should have a life estate in a reservation of a certain number of acres, which should descend to his children in fee...and that those who do not wish to remain on those terms should have a body of land allotted to them on the west of the Mississippi.”<sup>31</sup>

Cass and his fellow commissioner, General Duncan McArthur, met with the Ohio Indians in September 1817. They quickly determined that the majority of Indians were unwilling to emigrate across the Mississippi although a treaty with the Delawares, in which these Indians gave up all their land in Indiana and agreed to remove, was subsequently negotiated. Moreover, Cass informed the War Department that these Indians “perfectly well know” the price that the United States would command when it sold their lands to settlers and consequently they demanded compensation far in excess of the amounts in earlier treaties. The Wyandots, Shawnees, and Senecas in particular drove a hard bargain since it was “the last tract of land” in their possession and they realized that in signing they were abandoning their ancient way of life. To accommodate them and to ensure that the cession was made, Cass and McArthur agreed to annuities that greatly exceeded any previously been made to Indians in the region. In keeping with their instructions, the commissioners also granted large reservations to the “chiefs” in fee

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<sup>29</sup> Horsman, *The Origins of Indian Removal, 1815-1824*, pp. 6-7 [\[HRA012953\]](#).

<sup>30</sup> Throughout the early history of the United States territorial governors were also appointed superintendent of Indian Affairs within their jurisdictions. The dual responsibilities, although they often conflicted, were a recognition of the fact that the new territories contained more Indians than American citizens and that the governors’ obligation to guide the territory to statehood obligated him to secure the cession of Indian lands. As governor, the territorial governor reported directly to the president; as superintendent of Indian Affairs, he reported to the secretary of war.

<sup>31</sup> ASP:IA 2:136 [\[HRA010947\]](#).

simple and authorized them to subdivide these reservations into individual allotments.<sup>32</sup> The treaty also contained the familiar article, based upon the Treaty of Greenville, granting the Indians the right to hunt upon the ceded land. Following Hull's example in the 1807 Treaty with the Wyandot, Potawatomi, Chippewa, and Ottawa Indians, McArthur and Cass provided in their treaty that the Indians' right to hunt would continue so long as the land "continues the property of the United States." In addition, the Indians were granted the "privilege of making sugar upon the same land," so long as they did not commit any "unnecessary waste upon the trees."<sup>33</sup> Despite the liberality of the treaty commissioners, secretary Graham exulted that the "extent of the cession [which comprised 3,694,540 acres] far exceeds my most sanguine expectations." It was, he wrote, "the most important of any that we have hitherto made with the Indians."<sup>34</sup>

Despite Graham's pleasure, the treaty was not to be. The Wyandots and the Senecas subsequently protested that the lands left to them were insufficient, and they sent a delegation to Washington that persuaded the Senate not to ratify the treaty without increasing the size of their reservation. Acting Secretary of War Graham chided them for leaving their homes "without the approbation of your agent," but clarified their rights on the ceded lands: they would be permitted to reside upon them and use them "*until they are surveyed and sold out to individuals.*" [emphasis mine] At the time of public sale they would have "the same right to purchase the lands as the white people."<sup>35</sup>

The Wyandot protest had the desired effect. The Senate committee on Public Lands ordered the commissioners to renegotiate the treaty to increase the amount of land reserved for the Wyandots. More importantly, the Senate objected to the granting of the reserved lands in fee simple to the Indians. Such a provision, the committee noted, was "unprecedented by any former

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<sup>32</sup> ASP:IA 2:138-39 [HRA010948]. The "reservations" that were recognized in these treaties of the 1820s should not be confused with the reservations that were created in the trans-Mississippi River area following the Civil War. These reservations, had they been created, were to be the personal property [fee simple] of the "chiefs" and were, evidently, given to obtain their consent to the cession of the remainder of the tribal lands. The post-Civil War, trans-Mississippi reservations were tribally owned.

<sup>33</sup> Kappler, *Indian Affairs: Laws and Treaties*, 2:145-155 [HRA010793]. For the Delaware removal treaty see Kinney, *A Continent Lost-A Civilization Won*, p. 39 [HRA012901].

<sup>34</sup> ASP:IA 2:140 [HRA010950].

<sup>35</sup> Ibid [HRA010950] The treaty that Cass and McArthur negotiated provided that the Indians' right to hunt upon ceded land would continue so long as the land "continues the property of the United States." The Secretary of War here made clear that the ceded lands ceased to be the property of the United States when those lands were "surveyed and sold out to individuals." The terms "ceased to be the property of the United States" and "surveyed and sold" thereafter were used interchangeably to describe the moment at which the Indians' right to hunt on ceded land ceased to exist.

treaty, and [was] at variance with the general principles on which intercourse with the Indian tribes has been conducted.”<sup>36</sup> The principle of preemption, the principle that the United States owned the fee in these lands and that they were to be returned to the United States when the Indians were willing to give them up, was to be maintained. It was clear that resistance to any Indian land ownership within the boundaries of the states, the ultimate goal of Jefferson’s civilization policy, was developing.

Dutifully, Cass and McArthur returned to renegotiate the treaty the following summer. In their initial instructions, they were advised by Secretary Calhoun that the War Department fully expected that, as a result of “the change of tenure proposed by the Senate,” the Indians would now demand “a great increase in their annuity” as well as a significant increase in the lands that they reserved for their use. The commissioners were to use their best judgment in bargaining on these two issues with the goal of obtaining the most favorable terms possible. On the eve of the treaty negotiations, they received additional instructions. “The great object is to remove, altogether, these tribes beyond the Mississippi.” To achieve that goal they were now authorized to offer these Indians “in cash, on the spot, from 20,000 to 50,000 dollars, and an equal sum in goods” for their lands in Ohio, plus an equal number of acres west of the Mississippi. The commissioners were also authorized to double the annuity previously offered if the Indians would only agree to abandon all their lands. Although costly, such a price would accord with the “principles of justice and liberality” that the president wished to convey and would enable an “efficient white population” to replace “their feeble society, and give strength and vigor to our frontier...”<sup>37</sup> Despite these inducements, the tribes received the proposition to remove “with such strong symptoms of approbation” that the two commissioners backed down and accepted the reservations specified in the earlier treaty with additional land for the Wyandots. “The time has not yet arrived for them voluntarily to abandon the land of their fathers,” Cass wrote. In a few more years, “as our settlements gradually surround them, their minds will be better prepared to receive this proposition” and at that time the desired end could be accomplished “at an expense greatly disproportioned to the object.” To obtain their signatures to the amended treaty, Cass and McArthur felt obliged to promise the Indians an additional gift of goods valued at \$12,000, but

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<sup>36</sup> Ibid., 2:148-150 [[HRA010951](#)].

<sup>37</sup> Ibid., 175-176 [[HRA010954](#)].

they cautioned Washington against immediate distribution because it would only provoke “the jealousies of the other tribes....”<sup>38</sup>

While Cass was negotiating with the Indians in the Northwest, similar efforts were underway in the south. In negotiations with the Cherokees between 1817 and 1819, the commissioners repeated the post-1815 formula: remove across the Mississippi or accept individual allotments of land and become subject to the laws of the state in which they resided. These negotiations failed to convince the Cherokees to move with the result that the House of Representatives in 1822 ordered a review of all treaties that contained provision for Indians to remain on individual land holdings within the southern states. Under pressure from southern representatives, particularly those from Georgia and Tennessee, the House concluded that Indians should not be allowed to stay within the boundaries of the southern states on any terms. In the words of Reginald Horsman, “the Indian policy that had evolved over thirty years finally collapsed.” The civilization policy and Jefferson’s ideal of incorporating Indians into American society were now rejected, at least for Indians east of the Mississippi. The states wanted not only the Indians’ land, but they also wanted to rid themselves of the native tribes. Removal, plain and simple, became the goal of federal Indian policy.<sup>39</sup>

Corresponding to the growth of removal sentiment in the Congress, advocates of the civilization policy began to waver. In one of his last acts as president, President Monroe sent two messages to Congress, one in December 1824 and a second in January 1825, in which he urged the removal of nearly all the eastern Indians. The experience of his presidency had convinced him that “in their present state” it was “impossible to incorporate them [the Indians]...in any form whatever, into our system.” Despite efforts to civilize the Indians they had not advanced appreciably toward that goal and instead they had adopted the vices of the frontiersmen that were leading them toward “degradation and extermination.” In order to save the Indians and to preserve the possibility of their future civilization, it was now necessary to remove them from the corrupting influences that threatened their survival. Still, Monroe’s removal plan was premised on the consent of the tribes. Why he believed that the Indians would accept voluntary removal

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<sup>38</sup> Ibid., 177 [[HRA010956](#)]. See also Paul W. Gates, “Indian Allotments Preceding the Dawes Act,” in John G. Clark, ed., *The Frontier Challenge* (Lawrence: The University Press of Kansas, 1971), pp. 147-149 [[HRA013003](#)]; and Anne Heloise Abel, “The History of Events Resulting in Indian Consolidation West of the Mississippi River,” *Annual Report of the American Historical Association*, 2 vols. (Washington: GPO, 1908) 1:288-300 [[HRA012981](#)].



when there had been such opposition to the idea throughout his presidency is not clear, but Monroe professed confidence that “their elders have sufficient intelligence to discern the certain progress of events in the present train, and sufficient virtue...to protect their families and posterity from inevitable destruction.”<sup>40</sup>

Monroe’s removal proposal was accompanied by a more detailed description from Secretary of War Calhoun of what would be involved in removing the Indians from east of the Mississippi. According to Calhoun, removal would involve approximately “92,664” Indians at a cost of \$125,000. The Indians in Indiana, Illinois, and the Michigan peninsula, he believed, could be induced to move to a region “west of Lake Michigan and north of the State of Illinois” where the climate and the topography would be similar to their present homes; the remaining “78,814 to be removed west of the State of Missouri and Territory of Arkansas.” But, Calhoun cautioned, the plan would not succeed unless certain guarantees were made. The Indians would have to be protected from the “hostility” which could be expected from the western tribes whose lands would be invaded by the eastern Indians. Recognizing too that the eastern Indians had been subject to “incessant pressure” to vacate their lands with the result that they had been denied “time for that moral and intellectual development” so necessary for their acceptance by Americans, Calhoun insisted that they should be given “the strongest and the most solemn assurance that the country given them should be theirs, as a permanent home for themselves and their posterity, without being disturbed by the encroachment of our citizens.” Both Calhoun and Monroe held out the possibility of a creation of an Indian territory and eventually a state in the areas to which the Indians would be removed.<sup>41</sup>

## **Indecision: the Indian Policy of John Quincy Adams, 1825-1829**

Congressional reaction to the Monroe-Calhoun removal proposal was mixed. The Senate immediately approved a bill embodying the removal plan but the House did not; instead, after

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<sup>39</sup> Horsman, *The Origins of Indian Removal, 1815-1824*, pp. 7-18 [\[HRA012953\]](#).

<sup>40</sup> *ASP:IA 2*: 541-542 [\[HRA010957\]](#); Prucha, *The Great Father*, 1:187 [\[HRA013007\]](#); Horsman, *The Origins of Indian Removal, 1815-1824*, pp. 4-5 [\[HRA012953\]](#); Kinney, *A Continent Lost-A Civilization Won*, pp. 39-44 [\[HRA012901\]](#).

<sup>41</sup> *ASP:IA 2*:542-544 [\[HRA010959\]](#). Some of the ideas in Calhoun’s plan, such as removing the northern Indians to a region north of Illinois and the creation of an Indian territory in which whites would be barred were apparently taken from a report commissioned by Calhoun in 1820 by the Reverend Jedidiah Morse. See Kinney, *A Continent Lost-A Civilization Won*, pp. 50-51 [\[HRA012901\]](#).



waiting for a year, the House Committee on Indian Affairs sought the advice of the new administration of John Quincy Adams. Secretary of War James Barbour, who obviously agonized over the committee's request that he submit a plan for the "preservation and civilization of the Indian Tribes," first reviewed the existing policy. Europeans, he wrote, brought with them standards that "recognized power as the only standard of right, and fraud and force as perfectly legitimate" tools for dispossessing the Indians. It was also true, he continued, that the United States had sought to raise up the Indians through the work of missionaries and teachers and through making available agricultural implements and domestic animals so that they could "abandon the chase" and become "cultivators of the soil." These efforts had "essentially failed" because of the "yet unabated desire to bereave them of their lands." For, whenever Indians had complied with the civilization efforts "*you send your agent to tell them they must surrender their country to the white man and re-commit themselves to some new desert...*"<sup>42</sup>

After delivering this scathing criticism of federal Indian policy to date, Barbour then proceeded to "review the more modern plans of removing the different tribes from the East to the West of the Mississippi." The Monroe-Calhoun proposal, while well meaning and benevolent, was, he concluded, impractical. Some of the tribes whose removal was most sought "have peremptorily refused to abandon their native land," and they had no assurance that if they removed they would not again be subject to pressures to give up their new lands. While not opposed to encouraging Indians to give up their lands east of the Mississippi, Barbour believed that such an end could only be attained by modifications to the Monroe-Calhoun plan.<sup>43</sup>

The first requisite of Barbour's counter proposal was that nothing be done "*without their own consent.*" [italics in original] If the Congress were willing to accept this principle, he then proposed that, in addition to the two territories west the Mississippi and "west of Lake Michigan and north of the State of Illinois" that Calhoun had proposed, there now be added "so much on the East [of the Mississippi] as lies West of Lakes Huron and Michigan," thereby including the Michigan peninsula in the area to be "set apart for their exclusive abode." In these territories the Indians were to be assured that their new lands "will be forever undisturbed" and the United States would pledge "its most solemn faith that it shall be theirs forever...free from the rival

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<sup>42</sup> ASP:IA 2: 646-649 [\[HRA010962\]](#).

<sup>43</sup> Ibid. [\[HRA010962\]](#).

claims of any of the States.” In addition, Barbour proposed that the Indians be removed as “individuals, in contradistinction to tribes” and that the “condition of those that remain,” i.e. those who refused to remove, be left “unaltered.” The fate of those Indians who refused to remove should be left “to the wisdom and justice of posterity.”<sup>44</sup> President Adams approved Barbour’s proposal despite the misgivings of his cabinet because he had “nothing more effective to propose.”<sup>45</sup> Barbour’s proposal was ignored by the Congress as was that of his successor, Peter B. Porter. Porter, in his annual report for 1828, professed to be perplexed by what he described as conflicting goals in federal Indian policy. Within the Indian Office he found agents working diligently for the removal of the eastern Indians and “another set of Government agents” who, working in behalf of the civilization policy, were working with equal “zeal and effect, to prevent such immigration.” Noting that “nothing can be more clear...than that these Indians will not be permitted to hold the reservations on which they live within the States, by their present tenure, for any considerable period,” Porter revived the idea that those Indians who refused to emigrate should have lands apportioned to them “in severalty, as much of their respective reservations as shall be amply sufficient for agricultural purposes,” and then be made subject “to the municipal laws of the States in which they reside.” The remainder of their former reservations should then be sold, and the proceeds applied for the benefit of those who emigrated westward, or “divided between those who emigrate and those who remain, as justice may require.”<sup>46</sup>

Porter’s proposal, as that of Barbour’s, was ignored, for events in the south were rapidly moving toward a confrontation between the federal government and the state of Georgia over the refusal of the Cherokees to remove. The Adams administration, unwilling to use force against the Cherokees, temporized; the Georgians and the other southern states looked to Andrew Jackson for support in their efforts to force the Indians from their boundaries. In the bitter 1828

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<sup>44</sup> Ibid [\[HRA010962\]](#). See also Prucha, *The Great Father*, 1:187-189 [\[HRA013007\]](#); Abel, “The History of Events Resulting in Indian Consolidation West of the Mississippi River,” pp. 364-367 [\[HRA012981\]](#). In including the lower Michigan peninsula within the boundaries of the removal area, Barbour noted that his decision was governed by “the fact that it is now in the occupancy of the Indians and, from its natural features, is not desirable at present for the habitation of our citizens.” This must have come as a surprise to Lewis Cass who in 1819 and again in 1821 had negotiated treaties with the Saginaw Chippewas, the Potawatomis and the Ottawas for the cession of their lands in south central and southeastern Michigan.

<sup>45</sup> Prucha, *The Great Father*, 1:189 [\[HRA013007\]](#).

<sup>46</sup> *Annual Report of the Secretary of War*, November 24, 1828, American State Papers: Military Affairs, 4:3 [\[HRA010966\]](#); Kinney, *A Continent Lost-A Civilization Won*, pp. 60-62 [\[HRA012901\]](#); Prucha, *The Great Father*, p.180 [\[HRA013011\]](#).

presidential campaign, Jackson won handily over Adams. For the first time in the nation's history, a westerner acceded to the presidency. It was not long before his advocacy of Indian removal became evident.

In the years between the Calhoun-Monroe proposal in 1825 and the accession of Jackson, support for the removal policy had grown and defense of the civilization policy had weakened. A striking example of the change in attitude is revealed in the career of Thomas McKenney, who in 1824 had been named by Secretary Calhoun to head the newly created Bureau of Indian Affairs. For several years Calhoun had campaigned unsuccessfully to have Congress create an independent office of Indian Affairs to relieve his office of that chore. At last, he created the Indian Bureau in the War Department on his own initiative and appointed McKenney, who had held the office of Superintendent of Indian Trade since 1816, to administer it. During his tenure as Superintendent of Indian Trade, McKenney had become a trusted advisor to Calhoun on Indian matters, despite the fact that he knew little about Indians and had spent most of his adult life as a merchant shopkeeper in Washington, D.C.

As Superintendent of Indian Trade, McKenney had been a strong advocate of the civilization policy. He used his position to encourage the government traders to supply the Indians with instruments for farming and homemaking and he encouraged the establishment of educational institutions among them. He worked closely with missionary groups to spread the gospel among the tribes, and he frequently mobilized the missionaries in behalf of legislation to advance the agricultural and education programs he favored. Then, in 1826 and again in 1827, McKenney had the opportunity to meet with Indians on their home grounds. He secured appointment as a treaty commissioner to work with Lewis Cass, the Michigan superintendent of Indian Affairs who was negotiating treaties with Indians in the western regions of his vast territory, in what is now Wisconsin. These experiences drastically revised McKenney's previously idealistic vision of the Indians. He found widespread poverty, drunkenness, idleness, and ignorance of civilized ways. Nor did the Indians demonstrate interest in improving their lot. McKenney returned from these ventures an advocate of removal as the only hope of Indian survival.<sup>47</sup>

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<sup>47</sup> Herman J. Viola, *Thomas L. McKenney, Architect of America's Early Indian Policy: 1816-1830* (Chicago: The Swallow Press, 1974), pp. 24-28, 93-100, 135-167, 197-210 [[HRA013013](#)]; Thomas L. McKenney, *Sketches of a Tour to the Lakes* (Minneapolis: Ross & Haines, Inc., 1959; facsimile reprint of the 1827 edition) [[HRA013048](#)].

McKenney's conversion was paralleled by that of Lewis Cass who, during the late 1820s, began to speak out publicly on the issue of Indian policy. Cass had long been an advocate of Indian dispossession to make way for white settlers. His analysis of Indian policy, based on his many years of intimate contact with the Indians of the Michigan Territory, had convinced him that two centuries of contact with European civilization had had little positive effect on the Indians; indeed, it had succeeded only in degrading them and causing their numbers to decline. As the chief negotiator of no fewer than 21 treaties between 1814 and 1829,<sup>48</sup> Cass was highly respected for his knowledge of Indian affairs. Throughout his career he placed great emphasis upon compensating the tribes fairly for their lands, and he regarded the annuities given to them in exchange for their land as a source of income that more than replaced their lost income from hunting. In most of his treaties, Cass insisted that funds be provided for Indian education and agricultural assistance. Nor, as indicated above in his negotiation of the 1817 treaty with the Indians of Ohio, did Cass attempt to pressure the Indians into prematurely selling their lands. His philosophy, based on the principle that as the settlers advanced, the Indians would find game scarce, was to wait until the Indians were willing to sell, take what they would offer, and then wait for the next opportunity to obtain the remainder of their lands. He was content to gradually "confine them within reasonable limits" if they resisted removal. In 1826 and 1827 Cass made these ideas public in the influential *North American Review*, at the same time expressing reservations about the Monroe-Calhoun removal plan which he characterized as "a gigantic plan of public charity." There were many problems with the details of removal which had to be considered, he wrote; "the general opinion on its practicability and consequences is yet unsettled." By 1830, however, Cass had convinced himself that unless the Indians were removed "they must decline and eventually disappear." As did McKenney and many others, he concluded that close contact with the settlers resulted only in the corruption of the Indians whose tendencies were to imitate the vices rather than the virtues of the neighbors.<sup>49</sup>

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<sup>48</sup> Benjamin F. Comfort, *Lewis Cass and the Indian Treaties* (Detroit: Chas. F. May Co., 1923), pp. 17-18 [\[HRA013071\]](#).

<sup>49</sup> Lewis Cass, "Indians of North America," *North American Review*, 22:53-119 [\[HRA013120\]](#); "Remarks on the Policy and Practice of the United States and Great Britain in Their Treatment of the Indians," *North American Review*, 24:365-422 [\[HRA013155\]](#); and "Removal of the Indians," *North American Review*, 30:62-121, especially [105-111](#), [116-121](#). See also Francis Paul Prucha, *Lewis Cass and American Indian Policy* (Detroit: Wayne State University Press, 1967), pp. 12-18 [\[HRA013084\]](#).

## Andrew Jackson and Removal

When Andrew Jackson became president in April 1829, the situation in Georgia with the Cherokees had reached a crisis point. In 1827 the Cherokees adopted a written constitution in which they asserted sovereignty over lands which the federal government had recognized as theirs in an earlier treaty. In response, the Georgia legislature resolved in 1827 to extend its laws over these Cherokee lands, and in 1828 it extended the boundaries of several Georgia counties to embrace them. Then, in 1829, emboldened by Jackson's election and his known opposition to the continued existence of independent Indian enclaves within the states, Georgia extended its laws over the reservation, effective June 1, 1830. When the Cherokees appealed to Jackson, he instructed his Secretary of War to inform the Indians they would receive no support from his administration. He advised them to remove west of the Mississippi.<sup>50</sup>

Jackson repeated his position toward the Cherokees in his first address to the Congress in late 1829. Then in early 1830 a bill to remove all the Indians east of the Mississippi River was introduced in Congress and passed into law in May. On its face the removal act was permissive, stating only that the President of the United States was authorized to receive in the territory west of the Mississippi any tribes that should "chose to exchange the lands where they now reside and remove there," but it was clear that Jackson expected the southern tribes to leave their homes. When the Cherokees subsequently appealed to the courts for protection and appeared to have won a victory in the Supreme Court decision in the case of *Worcester v. Georgia*, it was subsequently determined that there was no way that the court could enforce its decision. The Cherokees and the other southern tribes thereupon signed removal treaties and abandoned their homelands east of the Mississippi River.<sup>51</sup>

The true meaning of Jackson's removal policy was revealed only in the treaties that were subsequently negotiated and in their implementation. The Choctaw and Creek treaties, in keeping with the long standing concept that Indians could remain east of the Mississippi if they would dissolve their tribal allegiance, take up individually owned parcels of land, and agree to become subject to the laws of the state, provided for grants of land to individuals who wished to remain. After five years residence these lands were to be deeded in fee simple to the occupants. In the

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<sup>50</sup> Prucha, *The Great Father*, 1:191-195 [[HRA013186](#)].

<sup>51</sup> *Ibid.*, 208-213 [[HRA013192](#)].

case of the Choctaws, as Mary E. Young has demonstrated, Jackson's Indian agent neglected to register the Indians' land grants with the result that they were seized by whites. In the Creek instance, individual land allotments were also authorized in the treaty of 1832. So many Creeks elected to remain that they laid claim to more than 2 million of the total 5 million acres that the tribe owned. While these allotments were being surveyed, whites overran the Creek lands and forced the Indians off their claims, despite a treaty stipulation that intruders would be prohibited from entering the Creek lands until the surveys were completed and the allotments selected. Others Indians were dispossessed of their lands by speculators who took advantage of their ignorance. Federal agents did nothing to halt these violations. The result was an outbreak of violence and a decision to order federal troops into the area and to remove all the Creeks. The Chickasaws and the Cherokees suffered similar fates.<sup>52</sup>

As I shall discuss in Part 2 of this report, the removal policy was not applied as harshly in the Old Northwest as it was in the South. There was not a similar effort to remove the northern Indians by force except in a very few instances, although significant efforts were made to induce them to sign removal treaties. Instead, negotiations proceeded very much as they had before passage of the Removal Act. Treaties of cession and removal were pressed upon the tribes with the result that some agreed to remove while others insisted upon remaining on much reduced acreages, referred to as reservations, that normally corresponded to village sites and some surrounding land. A few years later new negotiations would be undertaken to cede the reservations until nothing was left. But there was one constant in the removal policy as applied in both the north and the south. Despite the many earlier assertions by various federal officials, including Jackson himself, that Indians who would accept individual land allotments and submit to the laws of the states could remain in the east and would not be forced to emigrate, none of the northern treaties negotiated during the 1830s and 1840s contained provisions for individual land allotments except to "chiefs" and persons of mixed blood.<sup>53</sup> The concept that Indians could and would eventually be absorbed into white society, always a consideration and a hope prior to

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<sup>52</sup> Ibid., 215-223 [[HRA013232](#)]; Mary E. Young, *Redskins, Ruffleshirts, and Rednecks: Indian Allotment in Alabama and Mississippi, 1830-1860* (Norman: University of Oklahoma Press, 1961), pp. 47-113 [[HRA013196](#)].

<sup>53</sup> There are instances in the treaties of certain chiefs being granted individual lands but the purpose of these grants was not for permanent settlement, but rather to enable the chiefs to sell the lands for private gain. Most often the grants were made to secure the signatures of the chief to the removal or cession treaties. The treaties also contained allotments to persons of mixed Indian and white blood who were apparently deemed suitable for absorption into American society. See Kinney, *A Continent Lost-A Civilization Won*, pp. 90-102 [[HRA012901](#)].

1830, was a victim of the Jackson presidency. It would be revived only in the 1850s, when the passion for removal had been slaked, but there would be very few Indians left to whom it might apply. Among these would be the Ottawa and Chippewa Indians of Michigan.

## Part 2: Federal Indian Policy in Michigan, 1815-1836

### The Ottawa and Chippewa Indians in the 1836 Cession Treaty Area

In discussing the development of federal Indian policy in Michigan within the area of the 1836 cession,<sup>54</sup> it is necessary to have some minimal understanding of the culture of these Indians and their locations during the years in question. The Ottawas were located in numerous small villages extending from the Grand River in the southern portion of the cession area northward along the eastern Lake Michigan coast to the Straits of Mackinac and near Cheboygan. The Chippewa were concentrated primarily in the upper peninsula with villages along the southern shore of Lake Superior, at Sault Ste. Marie and St. Ignace, and on the St. Mary's River and Drummond Island. There was also a Chippewa presence in the lower peninsula at Grand Traverse Bay.<sup>55</sup>

The Chippewa had their origins in the region between the east shore of Georgian Bay and the north shores of Lake Huron and Lake Superior. By the 1640s, Jesuit missionaries had established a mission at Sault Ste. Marie, which, because of its rich fishing resources, had become a major population center for the Saulteaux band of Chippewa, as well as a late summer gathering place for other Chippewa who came there to fish. Around 1690 some Chippewas moved southward to the Straits of Mackinac and to Detroit when Cadillac established a trading post there in the early 18th century; others migrated to the eastern portion of the lower peninsula into the Saginaw River and River aux Sables river valleys, eventually displacing Ottawas who had earlier

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<sup>54</sup> In the late nineteenth century the ethnologist Charles C. Royce compiled data on all Indian land cessions to approximately the year 1896. He published this data in tabular form and also constructed maps for each Indian cession based upon this data. See Charles C. Royce, compiler, [Indian Land Cessions in the United States, Eighteenth Annual Report of the Bureau of American Ethnology, 1896-1897, part 2](#) (Washington: G.P.O, 1899). Royce's map depicting Indian land cessions in Michigan is identified as "[Michigan 1, plate 29](#)." The Michigan 1, plate 29 map, contains all the Indian land cessions in Michigan, identifying each cession by a number. The number for the 1836 cession, which is the subject of this report, is 205.

The Royce map has been reproduced and to some extent modified in other publications. See Helen H. Tanner, ed., *Atlas of Great Lakes Indian History* (Norman: University of Oklahoma Press, 1987), map 30 [\[HRA013303\]](#), and the map of Royce Area 205 employed by the Indian Claims Commission in *Chippewa Indians V* (New York: Garland Publishing Co., 1974).

<sup>55</sup> Tanner, ed., *Atlas of Great Lakes Indian History*, Maps 24 and 25. The approximate dates of these sites is 1830 [\[HRA013238\]](#).



occupied these areas. In the 1740s a group of these eastern Chippewa migrated to the Grand Traverse Bay area.<sup>56</sup>

The Ottawa, who were closely related to the Chippewa,<sup>57</sup> also originated in the Georgian Bay area, on the Bruce Peninsula and Manitoulin island. During the 1650s some of them migrated to the Straits of Mackinac and to the Saginaw and Thunder Bay areas. After 1700 they began a gradual movement southward into the lower peninsula of Michigan, congregating in the area north of Little Traverse Bay known as L'Arbre Croche and farther south along the Grand River. Smaller groups lived along the eastern Lake Michigan shore and on Beaver Island while others pressed on into northern Indiana and Ohio. By 1742 most of the Mackinac bands had abandoned that area.<sup>58</sup>

Population estimates for the two tribes even into the 1840s are problematic at best, and exact comparisons between the different figures available are virtually impossible to make. In 1838 Henry Schoolcraft, the Superintendent of Indian Affairs for Michigan, listed 4,872 Indians on his annuity pay rolls within the 1836 cession area.<sup>59</sup> He did not distinguish between Chippewa and Ottawa, and there is a discrepancy between the sum of the figures he gave for individual geographical areas and the total for all areas. However, assuming that the Indians he identified at Grand River, the east coast of Lake Michigan, Little Traverse, Cheboygan, and the north shore of Lake Michigan were Ottawas and the remainder were Chippewas, the population figure for Chippewas in 1838 was 1,918 and that for the Ottawas was 2,653.<sup>60</sup> According to James McClurken, the Ottawas were concentrated in two locations: in 9 villages along the Grand River

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<sup>56</sup> E.S. Rogers, "Southeastern Ojibwa," *HNAI*, 15: 760-762 [\[HRA012196\]](#).

<sup>57</sup> The Ottawa, Chippewa, and Potawatomi Indians were all related, developing from a common ancestry. They were differentiated primarily by location and by characteristics that resulted from their different locations. During the period under examination in this report, the three tribes were frequently referred to as "The Three Fires." The Potawatomi inhabited the southern portion of the Michigan lower peninsula, northern Indiana and Illinois.

<sup>58</sup> Johanna E. Feest and Christian F. Feest, "Ottawa," *HNAI*, 15: 772-779 [\[HRA013244\]](#); James M. McClurken, "We Wish to be Civilized: Ottawa-American Political Contests on the Michigan Frontier," (Ph.D. dissertation, Michigan State University, 1988), pp. 41-49 [\[HRA013252\]](#). There are maps which portray the locations of the two tribes at different time periods in Tanner, *Atlas of Great Lakes Indian History*: see Map 13 for the general location of Great Lakes Indians, Map 20 [\[HRA013261\]](#) for the location of villages by tribes in 1810 and Maps 24 and 25 [\[HRA013238\]](#) for village locations in 1830.

<sup>59</sup> *Annual Report of the Commissioner of Indian Affairs, 1838*; reprinted in *The New American State Papers, Indian Affairs*, volume 1: 526-527 [\[HRA013266\]](#). I use several different sources for the Annual Reports of the Commissioner of Indian Affairs in this report. Future citations to the Commissioner's Annual Report in *The New American State Papers, Indian Affairs* will be abbreviated as *CIA*, year, *NASP-IA*, volume number: pages; i.e. *CIA 1838, NASP-IA*, 1: 526-527.

with a population of approximately 1,214 and in 5 villages at L'Arbre Croche with a population of 1,244.<sup>61</sup> A similar breakdown for the Chippewas is not available, but Schoolcraft's 1838 report indicates that they were more widely distributed than the Ottawas with their largest concentration at Grand Traverse where he identified 476 Indians. Because of the differences between the economies of the two tribes, it is likely that the Chippewa bands or villages were smaller than the Ottawa and that they were more widely dispersed. Various accounts indicate that size of both Chippewa and Ottawa bands ranged in size from 30 members to perhaps 130.

Because the Chippewa, except for the Grand Traverse bands, lived farther to the north than the Ottawa, in an area inhospitable to the production of corn, their economy placed a greater emphasis upon fishing and hunting than did that of the Ottawa. Indeed, the Chippewa in the upper peninsula relied primarily upon fishing for their livelihood, with the Sault their main source of fish. The only horticulture that they regularly practiced was the raising of potatoes which was not always reliable. Their seasonal pattern was the gathering of maple sugar in the spring, fishing in the summer and early fall, and hunting<sup>62</sup> in isolated camps away from their villages in the winter. Their villages, where they planted potatoes in the late spring, were also the sites for summer and fall fishing.<sup>63</sup> Food deprivation was not uncommon among the Chippewa during the long, hard winters.

The Ottawa followed a similar routine except that they were devoted to horticulture on a more considerable scale than the Chippewa, and they did not range so far from their villages for hunting in the winter. In the spring they processed maple sap for sugar, then planted their crops, principally corn; in the summer and fall they fished; and in the winter they hunted. Their ability to sustain themselves with corn production, except in the years of poor crops, made them a semi-sedentary people whose reliance upon hunting was less pronounced than that of the Chippewa.<sup>64</sup>

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<sup>60</sup> The Ottawa figure of 2,653 corresponds closely to the estimated 2,775 Ottawas cited in McClurken, "We Wish to be Civilized," pp. 90 and 371, n.58 [\[HRA013268\]](#).

<sup>61</sup> McClurken, "We Wish to be Civilized," pp. 90 [\[HRA013268\]](#)-91 [\[HRA013270\]](#)

<sup>62</sup> Whenever the term "hunting" is used in this report it refers not only to the killing of game for food but also the gathering of furs to trade. From the mid-17th century to the mid-19th century, the fur trade was an important part of these Indians' economy, although it declined in importance beginning in the late 1820s.

<sup>63</sup> See Tanner, *Atlas of Great Lakes Indian History*, map 4 [\[HRA013271\]](#) for a depiction of hunting, fishing, and agricultural areas.

<sup>64</sup> McClurken, "We Wish to be Civilized," pp. 22, 27, 32, 35 [\[HRA013274\]](#). The role of the fur trade in Ottawa society is surprisingly missing from McClurken's study. Historically middlemen in the fur trade of the seventeenth century after the Iroquois' defeat of the Hurons, this role declined as they moved westward. That they hunted for  
... continued on next page

Clearing the land for planting was performed by men in both Ottawa and Chippewa societies, but women were responsible for cultivation.

Both the Chippewa and the Ottawa had decentralized political systems whose basic unit was the band or village. There was no single “chief” or tribal spokesman. Each band or village recognized a natural leader or headman as its spokesman. Thus, when the French and the British, and later the Americans, sought negotiations with these Indians, they found it necessary to deal with many individuals rather than a single leader.

## **The Role of Lewis Cass, 1813-1831**

When Lewis Cass became governor of Michigan Territory and Superintendent of Indian Affairs in 1813, the situation was bleak and dangerous. Although the British seizure of Detroit had been repelled and the British forces in the area defeated, the Chippewa Indians around Detroit were angry at the defeat of their allies and, because their own economies had been disrupted by the fighting, many of them were destitute. Marauding bands roamed the area, committing depredations on the few Americans who remained in the area. The prewar non-Indian population of Michigan, 4,762 souls according to the 1810 census, was now considerably reduced and it would grow very slowly to only 8,765 in 1820.<sup>65</sup> Yet, the number of Indians in the Territory would continue to outnumber the Americans until well into the 1830s.

In 1815 the situation was not much better. In February of that year Cass reported to the Secretary of War that a “[s]entinel at my quarters is indispensable.” A man of considerable personal bravery, Cass complained:

But at Detroit my situation is at all times very unpleasant and sometimes very unsafe. Surrounded by drunken lawless Indians, doubtful friends and secret enemies, without any physical force at my disposal, and breaking in on me at all hours of the day; their conduct and

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furs is, however, is well documented. Their dependence on manufactured goods obtained from the fur traders may indicate that there was more hunting in Ottawa society than McClurken indicates. See Johanna E. Feest and Christian F. Feest, “Ottawa,” *HNAI*, 15: 774 [\[HRA013244\]](#) on this point. The Feest’s argue that hunting became more important in Ottawa society after their move to Michigan.

<sup>65</sup> For the 1810 census see Alec Richard Gilpin. *The Territory of Michigan, 1805-1837*, (Lansing: Michigan State U. Press, 1970), p. 19 [\[HRA013278\]](#); for the 1820 census see F. Clever Bald, *Michigan in Four Centuries* (New York, Harper & Brothers, 1954), p.152 [\[HRA013280\]](#). There are maps of the Michigan Territory in Bald, *Michigan in Four Centuries*, pp. [151](#), [186](#).

demands may easily be conceived. It is a literal fact, that I have been compelled, more than twenty times, to hide myself, to avoid their importunities.<sup>66</sup>

Cass was, however, undaunted and full of ideas about how to strengthen the American position in Michigan and how to deal with the Indians. These ideas, put forth most clearly in a “memoir” addressed to the Secretary of War in November 1816,<sup>67</sup> and reinforced in many later letters, addressed issues of federal Indian policy that Cass believed were being neglected. Because the memoir expressed the principles that guided Cass in his dealings with the Indians over the next twenty years, I summarize them in the following three paragraphs.

To overcome the “natural indolence” of the Indians, “their improvident habits, and that attachment to the chase,” Cass argued that the principle of private land ownership would have to be guaranteed to the Indians in future treaties. The current practice of forcing the “cession of their Country to us, without the reservation of any part for those who have improved it,” was, he wrote, “the most serious obstacle to all attempts” at civilizing the Indians. He insisted that future treaties of cession would have to reserve “such tracts as Individuals may have cultivated, to them and to their heirs....” Moreover, Americans could not and should not accept that “the present Indian boundaries should be a barrier to our expanding population,” but the policy of negotiating for large tracts of land far in advance of their settlement by non-Indians was offensive to the Indians and therefore undesirable. Instead, he recommended that “the requisitions of land” should be postponed “till it is wanted for the purposes of *sale and settlement* [emphasis mine].”<sup>68</sup> In addition, Cass argued that the federal government should also provide agricultural “mechanicks” to assist and train the Indians in their agricultural development. On this point Cass

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<sup>66</sup> Cass to Secretary of War, February 17, 1815, in Carter, *The Territorial Papers of the United States, Michigan* X: 510 [\[HRA014729\]](#).

<sup>67</sup> Francis Paul Prucha and Donald F. Carmony, eds. “A Memorandum of Lewis Cass Concerning a System for the Regulation of Indian Affairs,” *Wisconsin Magazine of History* 52: 35-50 [\[HRA013285\]](#).

<sup>68</sup> *Ibid.*, p. 41 [\[HRA013285\]](#). The memorandum’s full statement on this point is: “As the natural progress of our settlements cannot be prevented, as no sound politician would seriously propose that the present Indian boundaries should be a barrier to our expanding population and as there is no American Citizen, who does not anticipate with pride the day when civilization and improvement will be coextensive with the limits of the republick the idea cannot for a moment be entertained that cessions of land will not hereafter be required of the Indians. The only palliative is to render the propositions as little offensive as possible by postponing the requisitions of land till it is wanted for the purposes of sale and settlement, by reserving tracts for such Indians as have or will cultivate them, and by giving a consideration more like an equivalent for the value of the property than that which has heretofore been given.” This document, written in 1816, expresses what became a constant in Cass’s thinking about Indian land purchases: the purpose of the purchase was to prepare the way for the “sale” to and “settlement” by American citizens. Sale and settlement were linked by Cass on a number of later occasions, most notably in negotiation of the 1836 Ottawa and Chippewa treaty.

was insistent that government and philanthropic efforts to provide formal “classical learning” was not only a waste of money but resulted in great harm to the civilization process. An Indian who “can read and write is generally the greatest rascal of his tribe.”<sup>69</sup>

Cass was also concerned about the government’s failure to pay annuities guaranteed by treaties on time. Annuities must be paid promptly, he insisted, if the government intended to command the Indians’ respect. This had been the topic of several earlier letters to the War Department in which Cass pointed out that as a result of the recent war, none of the Indians in his jurisdiction had been paid their annuities since 1811 and that “consequently, four years annuities are due them.”<sup>70</sup> Moreover, Cass was contemptuous of the amount of the annuities that had been written into the various treaties. They were too small to have any “perceptible effect” on binding the Indians to the United States. In order to maintain peace with the Indians while taking their lands, it would be necessary to pay them “a consideration more like an equivalent for the value of the property than that which has heretofore been given.”<sup>71</sup>

British influence among the Indians was a major concern of Cass. As the recent war had demonstrated, the tribes of the Northwest Territory were more allied to Great Britain than to the United States. Jay’s Treaty of 1795 had specifically permitted British traders into the area on an equal footing with American traders. Every British trader was “in fact a British Agent,” Cass intoned, and they “systematically seize every opportunity of poisoning the minds of the Indians” against the United States. The entrance of the British traders into the Michigan Territory had to be prohibited. The other British influence that had to be countered came from the “prodigal and gratuitous distribution of goods” or presents to the Indians. Although this policy frequently brought out the worst in the Indians (“improvident waste,” “gaming,” and a “venal...appetite for spirituous liquors”), it was necessary, despite the expense, that the United States counteract the British policy with a generous one of its own. Furthermore, the liberal distribution of presents would have certain desirable effects: if distributed through the Indian leaders, it would serve as a means of “strengthening and securing their influence;” it would serve as “powerful restraint upon the predatory [sic] disposition of the Indians” who would come to realize that presents would be

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<sup>69</sup> Ibid, p. 38-39 [\[HRA013285\]](#).

<sup>70</sup> See, for example, Cass to William H. Crawford, October 16, 1815, *ASP:IA 2*: 72 [\[HRA010983\]](#).

<sup>71</sup> Prucha and Carmony, eds. “A Memorandum of Lewis Cass Concerning a System for the Regulation of Indian Affairs,” pp. 40-41 [\[HRA013285\]](#).

withheld until every injury they committed against Americans had been redressed; and it would “give dignity, influence, and importance to the Agent” whose authority at present, in the absence of the power to bestow presents, “is a perfect cipher whose situation is useless to his Government, irksome to himself and contemptible to the Indians.”<sup>72</sup>

Over the years Cass would have occasion to reiterate these ideas and to implement some of them. He never succeeded in persuading the government to adopt a policy of liberal gift giving, but Congress did ban British traders in 1816. In his negotiations with the Indians for land cessions, he insisted upon leaving them some land, reservations, in the initial round of treaty negotiations, but he failed to convince Congress to grant the Indians a secure title to these lands. There was always the expectation in these treaties that at some later date, when the Indians had become more “civilized” or when their needs were greater, there would be another round of treaty negotiations at the conclusion of which they would give up the earlier reservations until they no longer held any land in common. Cass was also successful in resisting pressures to secure more land than the Indians were willing to part with and in significantly increasing annuity payments that were made to them in exchange for their cessions. During his tenure, the amounts expended on annuities swelled significantly. Above all, Cass was patient. Unlike Harrison, he was willing to wait until the time was ripe for approaching the Indians. In part, this course of action was aided by the relatively slow increase in population in Michigan as compared to Indiana and Illinois, but Cass deserves credit for his desire to be fair in his dealings with the Indians, fair at least for his times. It was, I believe, primarily because of Cass that that no demands were placed upon the Ottawas and Chippewas in the 1836 cession area until some of them initiated a sale in 1833-1834.

During his tenure as Territorial Governor of Michigan, Cass negotiated or assisted in the negotiation of no fewer than 21 treaties, a record unmatched by anyone except his contemporary William Clark, the Superintendent at St. Louis.<sup>73</sup> The first eight of these treaties were with the tribes of Indiana and Ohio, from whom Cass was instructed to obtain further land cessions. As indicated earlier in Part 1 of this report, Cass was in the main successful in these negotiations, obtaining a large portion of the Indians’ land but granting reservations when necessary.

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<sup>72</sup> Ibid, pp. 41-48 [[HRA013285](#)].

<sup>73</sup> Viola, *Thomas L. McKenney*, p. 135 [[HRA013013](#)]. Viola states that Clark negotiated thirty seven treaties.

It was not until 1819 that Cass was able to focus his attention upon the cession of Indian land in Michigan. In that year he was instructed by Secretary of War Calhoun to negotiate with the Saginaw Chippewas in the lower peninsula of Michigan for the cession of their lands. In a brief letter of authorization, Calhoun articulated the principles of the current Indian policy: “the rapid and dense settlement of the Peninsular [sic] of Michigan” was an important objective; this objective could best be “effected by an entire extinguishment of the Indian title if it can be effected on fair terms;” if the Saginaw Chippewas refused the “entire extinguishment” of their lands, Cass was to “concentrate their population on reservations of reasonable extent;” if the Indians insisted upon an annuity, Cass was instructed to attempt to get the Indians to stipulate that it should be “applied under the direction of the President to the support of schools or some other purpose useful to the nation.” In his last suggestion Calhoun was apparently responding to the growing realization that annuities were not proving helpful in achieving the goal of civilization. Instead, he noted, they had the “pernicious effect” of encouraging the Indians in “idleness and dissipation.”<sup>74</sup> The Indians generally showed little interest in using annuity money for schools and, as indicated earlier, Cass believed efforts to educate the Indians was a mistake, but clauses providing for schools would be inserted in most of treaties he negotiated. More importantly, as the cost of the annuities grew, the government began to impose time limitations on their duration, usually fifteen to twenty years, in place of the “perpetual” annuities provided for in earlier treaties. This idea apparently originated with Cass’s counterpart in Missouri, William Clark, who urged it upon the War Department in 1825.<sup>75</sup>

The Saginaw treaty was delayed when the War Department failed to deliver the annuities owed to the Chippewas under earlier treaties. Only after securing a draft on a Detroit bank to meet this obligation did Cass believe he could proceed.<sup>76</sup> By the terms of the treaty, the Saginaw Chippewas ceded to the United States a large tract of land north and west of that secured by Governor Hull in 1807; it extended from Thunder Bay on the east southward and westward into

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<sup>74</sup> Calhoun to Cass, March 27, 1819 [\[HRA003486\]](#), in American Historical Association, *Annual Report for the Year 1899*, 2 vols. (G.P.O., 1900), *The Letters of John C. Calhoun* 2: 157-158 [\[HRA014736\]](#).

<sup>75</sup> Prucha, *American Indian Treaties*, p. 139 [\[HRA013302\]](#).

<sup>76</sup> Cass to Calhoun, September 11, 1819, *ASP:IA* 2:198 [\[HRA010984\]](#). In this letter Cass expressed his “embarrassment” at being unable to pay the earlier annuities and stated that it would be “hopeless to expect a favorable result to the proposed treaty, unless the annuities previously due are discharged.” On his own initiative he secured an advance from the directors of a Detroit bank.



central Michigan.<sup>77</sup> Cass found that, despite Calhoun's instructions, it was necessary to grant a number of reservations in order to obtain the Indians' signatures. Sixteen reservations, ranging in size from 40,000 acres to 1,000 acres were granted to the Indians in addition to a number of 640 acre tracts granted to the Métis sons of the interpreter, John Riley, and to a small number of individual Indians, presumably Chippewa leaders, who wished to have individual allotments. For their lands the Saginaw Chippewas were granted a perpetual allotment in silver of \$1,000 annually plus a renewal of earlier annuities; the services of a blacksmith "so long as the President of the United States may think proper;" and a farmer, farming utensils, and cattle so long "as the President may deem expedient." The treaty also contained the stipulation, dating back to the Treaty of Greenville, that the Saginaw Chippewas would retain a right "to hunt upon the land ceded, while it continues the property of the United States...and the Indians shall for the same term enjoy the privilege of making sugar upon the same land, committing no unnecessary waste upon the trees."<sup>78</sup>

In his cover letter forwarding the treaty, Cass offered several explanations of its terms. Noting that the Saginaw Chippewas had not advanced far enough along the road to civilization to appreciate the "importance of education for their youth," Cass said it had been impossible to persuade them to make provision for a school. He had attempted, in accord with Calhoun's wishes, to limit the amount of the annuity and in this endeavor he and the Chippewas had struck a compromise: the government would guarantee \$1,000 annually which would be dissipated "in childish and useless purchases" and the Chippewas would accept the President's determination of how much would be spent on agricultural assistance, which Cass estimated at \$1,500-\$2,500 annually. Despite his urging, the Chippewas rejected the idea of removal west of the Mississippi, Cass reported, and he urged "patient forbearance...When they are surrounded by our settlements, and brought into contact with our people, they will be more disposed to migrate."<sup>79</sup>

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<sup>77</sup> The area of cession is depicted in the following maps: Tanner, *Atlas of Great Lakes Indian History*, Map 30 [HRA013303]; Prucha, *The Great Father* 2: 250 and 260 [HRA013306].

<sup>78</sup> The treaty may be found in Kappler, *Indian Affairs: Laws and Treaties* 2:185 [HRA010804] and in *ASP:IA* 2:194 [HRA010985]. Three years earlier in his memorandum to the War Department, Cass had used the phrase "sale and settlement" to describe the moment at which the Indians rights on ceded lands ceased. It is evident, I believe, that he regarded "sale and settlement" and the passage of ceded lands from "the property of the United States" to be synonymous terms to describe the moment at which the Indians' rights ceased.

<sup>79</sup> Cass to Calhoun, September 30, 1819, *ASP:IA* 2:199 [HRA010989].



Attached to the treaty was a supplemental article. As Cass later explained, this article contained special requests by the Chippewas that he believed his instructions did not authorize but which he believed were worthy of consideration by the President and the Senate. These requests pertained to grants of land to certain whites who had befriended the Indians over the years and to the payment of Indians debts, one of them, in the amount of \$1,600, that the Chippewas requested be discharged by deductions from their annuities. I was unable to determine if the supplemental article was subsequently implemented but I assume it was not since it is not included in the version of the treaty printed in Kappler.<sup>80</sup>

Cass's account of the treaty omits one important aspect that was a factor in all treaties negotiated in Indian country. Although Cass was himself a practitioner of alcoholic abstinence, the tradition of dispensing alcohol at meeting with Indians, inherited from the French and the British, was too well entrenched to ignore. Cass had brought with him five barrels of whiskey which he dispensed once the treaty had been signed. According to a later statement by one of the traders present: "After the treaty was done it was sundown, and the Indians all got drunk, and nothing could be said by anyone, and General Cass gave orders to be off." The trader, Louis Campeau, to whom the Saginaw Chippewas were indebted, had apparently expected that payment of his debts would be included in the treaty. When Cass instead decided to pay the Indians their initial annuity directly and the Indians refused to pay Campeau, the trader became enraged and began dispensing twice as much whiskey as Cass had issued, adding to the debauch.<sup>81</sup> In subsequent treaties payment of traders' debts from money granted to the Indians for their lands would become a standard practice.

Following Cass's success in securing the Saginaw Chippewa cession, the War Department called for a temporary cessation in the "further extinguishment of Indian title." The reason given was "dissatisfaction in Congress at a too rapid extinguishment of Indian title" (i.e., the cost of purchasing these lands) and growing "dissatisfaction" on the part of the Indians that "may tend to

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<sup>80</sup> Kappler, *Indian Affairs: Laws and Treaties*, 2: [185-187](#).

<sup>81</sup> There are several versions of the debauch following the signing of the Saginaw treaty. The account given here is taken from Benjamin F. Comfort, *Lewis Cass and the Indian Treaties* (Detroit: Chas. F. May Co., 1923), p. 23-25 [[HRA013071](#)]. Louis Campeau subsequently abandoned the Saginaw region and moved to the rapids of the Grand River where he established a trading post and became a leading figure in the effort to secure the cession of the Grand River Ottawa lands. For more on the roll of liquor in Cass's treaty negotiations see Viola, *Thomas L. McKenney*, p. 136 [[HRA013013](#)], where he notes a tacit understanding on the part of treaty negotiators that alcohol was necessary to secure favorable treaty terms.

prevent our obtaining other cessions at more important points.”<sup>82</sup> The one exception to this rule was the decision to implement Cass’s recommendation that a military post and Indian agency be established at Sault Ste. Marie where the United States could monitor, and possibly discourage, visits by American Indians to Canada for the annual distribution of goods and presents. Cass had been adamant on this topic, arguing that the British continued to interfere in the administration of his territory through the gifts that they distributed to the Indians of Michigan.

In the spring of 1820, Secretary of War John C. Calhoun authorized Cass to secure a small cession of land at Sault Ste. Marie for a military post and then to conduct a tour of the vast territory under his jurisdiction as far west as Prairie du Chien and Green Bay. To accompany Cass, Calhoun appointed a number of scientists and military men, one of whom was Henry Schoolcraft, a largely self-taught naturalist and mineralogist whose recently published account of a journey to the lead deposits in Missouri had attracted Calhoun’s attention.<sup>83</sup> The small party set out by boat in late May 1820.

Cass’s reception by the Chippewa leaders at the Sault was distinctly cool. Long tied to the English and with few contacts with Americans, they were suspicious of Cass’s motives. Through an interpreter Cass explained that in the Treaty of Greenville the United States claimed the cession at the Sault originally made by the Indians to the French and later extended to the English. What he wanted, Cass stated, was an acknowledgment of the American claim and an agreement on its boundaries, approximately ten square miles for a fort and military encampment.

At first the assembled leaders professed no knowledge of the earlier grant to the French and British, then some of them protested the establishment of the fort. To this “insidious threat” Cass replied firmly that the establishment of the fort was not a matter of discussion and that “so sure as the sun, which was then rising, would set, so sure would there be an American garrison sent to that place, whether they renewed the grant or not.”<sup>84</sup>

After several hours of “animated language and strong gesticulation,” the meeting broke up without an agreement. As the Indians left the council, one of them, reportedly a “brigadier in the

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<sup>82</sup> Calhoun to Cass, April 5, 1820, *ASP:IA* 2:227-228 [[HRA010990](#)].

<sup>83</sup> Cass to Calhoun, November 18, 1819, *ASP:IA* 2:318-319 [[HRA010992](#)]; Calhoun to Cass, April 5, 1820, *ibid.*, 2:227-228 [[HRA010990](#)]; Calhoun to Cass, February 25, 1820, *ibid.*, 2:320 [[HRA010994](#)]. See also Mentor L. Williams, ed., Henry R. Schoolcraft, *Narrative Journal of Travels...in the Year 1820* (Lansing: Michigan State College Press, 1953), p. 15 [[HRA013309](#)].

<sup>84</sup> Henry R. Schoolcraft, *Narrative Journal of Travels...* (Albany: E. & B. Monford, 1831), p. 137 [[HRA013311](#)].

British service,” drew his “war lance and stuck it furiously in the ground before him [Cass] and assumed a look of savage wildness.” The Indians then left the council and immediately hoisted the British flag in their camp. Informed of this development, Cass ordered his tiny force to take up arms and, accompanied only by the interpreter, marched to the Indian encampment, took down the British flag, and entered the lodge of the Chippewa leader who had erected it. In strong words, later repeated by the interpreter, Cass told the Chippewa leader that the American and the British flag could not “fly in peace upon the same territory” and that if the Indians attempted to raise the British flag again, “the United States would set a strong foot upon their necks, and crush them to the earth.”<sup>85</sup>

According to Schoolcraft, Cass’s decisive manner and strong language produced the desired effect. After a short period of extreme tension on both sides, some of the older chiefs who had not been present at the earlier council came forth with a proposal that was acceptable. By the terms of this treaty the United States secured an area of sixteen square miles embracing the old French fort, the portage at the falls, and the village of Sault Ste. Marie. The Indians were assured of a “perpetual right of fishing at the falls of St. Mary’s” and a place of encampment upon the land ceded. Although not mentioned in the treaty or in Schoolcraft’s account, the campsite recognized by the United States included a Chippewa burial ground. In return for their cession of this land, the Chippewas were given “blankets, knives, silver wares, broadcloths, and other Indian goods. Three weeks later at Michilimackinac, Cass concluded a similar cession of the St. Martins islands north of the Straits of Mackinac which were reputed to contain deposits of plaster.<sup>86</sup> Cass’s firm handling of the Sault Ste. Marie treaty negotiations became part of his legend and was frequently recounted by his many admirers.<sup>87</sup>

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<sup>85</sup> Ibid., pp. 138 [\[HRA013311\]](#). See also Comfort, *Lewis Cass and the Indian Treaties*, pp. 27-29 [\[HRA013071\]](#).

<sup>86</sup> For the St. Mary’s treaty see Schoolcraft, *Narrative Journal of Travels*, pp. 139-140 [\[HRA013311\]](#); Kappler, *Indian Affairs: Laws and Treaties*, 2:187-188 [\[HRA010807\]](#); and ASP:IA 2:224 [\[HRA010995\]](#). For the St. Martins islands treaty see ASP:IA 2:224 [\[HRA010996\]](#) and Kappler, *Indian Affairs: Laws and Treaties*, 2:188 [\[HRA010809\]](#).

<sup>87</sup> A variation on the Cass legend is contained in Thomas L. McKenney’s, *Sketches of a Tour to the Lakes* (Minneapolis: Ross & Haines, Inc., 1959; facsimile edition of the original 1837 publication), p. 183 [\[HRA014370\]](#). According to McKenney, while at Sault Ste. Marie in 1820 Cass’s party was entertained by an Irish trader, John Johnston, whose wife was a Chippewa. It was Mrs. Johnston, “who understands but will not speak English,” who intervened at the “critical moment” when the two sides were preparing to fight and who persuaded the Chippewa leaders to accept the treaty as a result of her “luminous exposition of their own weakness, and the power of the United States.” Cass, McKenney reported, told him that he “felt himself then, and does yet, under the greatest obligation to Mrs. J. for her co-operation at that critical moment; and that the United States are debtor to her, not only on account of that act, but on many others...”

While Cass was absent on this tour of the western regions of the Michigan Territory, the War Department, which just a few months earlier had stated that further cessions of Indian land were not desirable, changed its mind. In June 1820 instructions were sent by Secretary Calhoun authorizing Cass to “treat with the Indians of the Michigan Territory” in order to obtain “the *whole* [emphasis mine] of the Indian titles within the peninsula of Michigan....” The time, place, and “mode of conducting the treaty” were left entirely to Cass’s discretion. “Any suitable arrangement by which the tribes who now inhabit it [the lower peninsula] can be induced to change their residence to the west of Lake Michigan, or even to the west of the Mississippi,” would meet with the President’s approval.<sup>88</sup> Cass did not receive this message until his return to Detroit in September 1820. As a consequence, the treaty Calhoun envisioned would not be consummated until the following summer in Chicago.

Whether Cass actually attempted to secure the cession of the entire lower peninsula of Michigan in 1821 and was rebuffed or whether he decided only to treat for the section of southwestern Michigan that belonged primarily to the Potawatomis is unclear. It is known that the L’Arbre Croche Ottawas were invited but refused to attend the negotiations. Eight Ottawas signed the treaty as well as two Chippewas. The majority of the signatories, however, were fifty five Potawatomis.<sup>89</sup>

Despite the fact that it was the Potawatomis, together with a few Ottawas from the Maumee region, who gave up their land in the 1821 treaty, it was the Grand River Ottawas who appeared to have profited most from the agreement. In return for their land, the Potawatomis received an annuity of \$5,000 for twenty years plus a guarantee of \$1,500 per year for fifteen years for the support of a blacksmith and a teacher. The Grand River Ottawas, who gave up none of their homeland, although they used the ceded territory for hunting purposes, received an annuity of \$700 “forever”<sup>90</sup> plus \$1,500 annually for ten years for a blacksmith and teacher. There were

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<sup>88</sup> Calhoun to Cass, June 1, 1820, *ASP:IA* 2:228 [\[HRA010997\]](#). It is worth noting that in 1821 Calhoun contemplated removal of the Michigan Indians to the area “west of Lake Michigan” or what would become the Wisconsin Territory. When the Ottawas and Chippewas in the 1836 cession area indicated a willingness to be removed to this area at the time of the 1836 treaty, their petition was ignored. By 1836, when American immigration into Wisconsin was increasing, only removal “west of the Mississippi” was acceptable.

<sup>89</sup> Miriani, “Lewis Cass and Indian Administration in the Old Northwest,” p. 124 [\[HRA013318\]](#); McClurken, “We Wish to be Civilized,” pp. 100-101 [\[HRA013316\]](#).

<sup>90</sup> According to Miriani, the \$1,000 annuity awarded to the Ottawas was divided between the Maumee Ottawa who received \$300 and the Grand River Ottawa who received \$700. Miriani, “Lewis Cass and Indian Administration in the Old Northwest,” p. 124 [\[HRA013318\]](#).

reservations for five Potawatomi villages and a number of 640 acre grants to the Potawatomi wives of American men and to individuals termed “Indians by descent,” apparently the children of mixed Potawatomi-American marriages. The signatories to the treaty were guaranteed the right “to hunt upon the land ceded while it continues the property of the United States...”<sup>91</sup>

There are several aspects of the 1821 treaty that are worth special notice. For one there was strong Potawatomi opposition to the cession that was overcome only by a combination of liberal concessions, threats, and liquor. Metea, a spokesman for the St. Joseph band complained that the size of the cession, approximately 5,000,000 acres was much larger than any previous proposal and was unacceptable. It took Cass two weeks to convince the leaders to sign. First, he promised that they could keep a portion of their homes as reservations and assured them they could occupy the ceded lands until white settlers purchased them.<sup>92</sup> He then stated that he was authorized to increase their annuities and he held out special funds for the headmen. When this did not produce the desired result, Cass threatened that he would not accept their refusal and stated that the trade goods he had brought with him would be distributed only to those who would sign. Lastly, he refused to distribute the large quantity of alcohol that he had brought with him until a treaty was signed. Instead, Cass told them that once a satisfactory treaty had been concluded, he would give them enough alcohol “to make every man, woman, and child in the nation drunk.” At last, pressured by “Ottawas and Chippewas” and by traders to whom they owed money and lured by the “promises of presents, enlarged annuities and plentiful whisky,” the Potawatomi leaders gave in. One elderly leader, Topinbee, is reported to have said to Cass at the end of the two weeks: “We care not for the land, the money, or the goods, it is whiskey we want—give us the whiskey.”<sup>93</sup>

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<sup>91</sup> Kappler, *Indian Affairs: Laws and Treaties*, 2:198-201 [\[HRA010811\]](#); James A. Clifton, *The Prairie People* (Lawrence: The Regents Press of Kansas, 1998), pp. 224-226 [\[HRA013542\]](#).

<sup>92</sup> Here the treaty language, “while it continues the property of the United States,” was interpreted by Cass in his negotiations with the Indians as meaning until the lands were purchased. . See R. David Edmunds, *The Potawatomis, Keepers of the Fire* (Norman: University of Oklahoma Press, 1978), p. 220 [\[HRA013551\]](#).

<sup>93</sup> R. David Edmunds, *The Potawatomis, Keepers of the Fire* (Norman: University of Oklahoma Press, 1978), pp. 220-221 [\[HRA013551\]](#). I have relied upon Edmunds for this account of Cass’s conduct of the negotiations because Edmunds based his account on the minutes of the treaty negotiations. See also James A. Clifton, *The Prairie People, Continuity and Change in Potawatomi Indian Culture, 1665-1965* (Kansas: The Regents Press of Kansas, 1998), pp. 224-226 [\[HRA013542\]](#); Robert Unger, “Lewis Cass, Superintendent of the Michigan Territory,” pp. 109-126 [\[HRA012690\]](#); Henry R. Schoolcraft, *Travels in the Central Portions of the Mississippi Valley* (New York: Kraus Reprint Co., 1975), pp. 337, 347-348 [\[HRA013545\]](#); and McClurken, “We Wish to be Civilized,” pp. 100-101 [\[HRA013316\]](#). Cass himself recited the plea of Topinbee in the article he published in the *North American Review* in 1827, without including his own promise to give the Indians enough whiskey to make everyone drunk  
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Another aspect of the 1821 treaty that deserves close notice is the role of the Grand River Ottawas. I am unable to determine how many of the eight Ottawas who signed the treaty came from the Grand River bands, but James McClurken has identified one of the signatories, Keewaycooshcum, from Flat River village, as a key player in the negotiations. According to McClurken, Lewis Cass attributed much of his success in obtaining the cession to Keewaycooshcum and it was at Keewaycooshcum's village that Cass first proposed locating the blacksmith and mission school provided in the treaty for the Grand River Ottawas. The rest of the Grand River village chiefs, however, opposed the treaty and the mission school and succeeded for a number of years in preventing the mission from opening. Keewaycooshcum was ostracized by the other Grand River village leaders for his role in the treaty and was eventually forced into exile. In time, the leader of the Bowting village agreed to accept the blacksmith and mission school, but it was evident that the Ottawas' interest was primarily in the services of the blacksmith.<sup>94</sup> As a result of the 1821 treaty, the Grand River Ottawas would come into increasing contact with American civilization and by the early 1830s settlers would be moving into the region south of Grand River, applying pressure for the cession of Ottawa lands north of the river.

Lastly, it should be noted that at the 1821 treaty, Lewis Cass took with him as his secretary, Henry Rowe Schoolcraft, the young mineralogist who had first accompanied him on his 1820 journey to Sault Ste. Marie and the western reaches of the Michigan Territory.<sup>95</sup> In 1822 Cass and Calhoun would agree to appoint Schoolcraft as the Indian Agent at newly authorized Sault Ste. Marie agency. Schoolcraft would accompany Cass on several later expeditions through the western reaches of the Michigan Territory and from these encounters would form his ideas for dealing with Indians. In 1836 Schoolcraft would be appointed by Cass to negotiate the cession of the southern peninsula of Michigan and the eastern third of the northern peninsula. Cass's explanation of the 1821 treaty provision concerning the Indians' right to occupy the ceded lands until they were purchased by white settlers was not lost on him; he would use similar language in the 1836 treaty he would negotiate with the Ottawas and Chippewas.

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once the treaty was signed. See Cass, "Indian Treaties, and Laws and Regulations Relating to Indian Affairs," *North American Review*, 24 (1827): 405 [\[HRA013155\]](#).

<sup>94</sup> McClurken, "We Wish to be Civilized," pp. 102-110 [\[HRA013553\]](#).

<sup>95</sup> Unger, "Lewis Cass: Indian Superintendent of the Michigan Territory," p. 110 [\[HRA012690\]](#); Schoolcraft, *Travels in the Central Portions of the Mississippi Valley*, pp. 337, 347-348.

Following the 1821 treaty, Lewis Cass took a breather from the strenuous job of negotiating Indian treaties. Having negotiated twelve treaties between 1817 and 1821, it would be another four years before he again ventured into this arena. When he did, his efforts would be divided between treaties that sought only to establish boundaries between warring tribes in areas west of Lake Michigan and cession treaties with the demoralized Potawatomis and the remnants of other tribes in Michigan. No effort would be made during Cass's tenure as territorial governor to dislodge the Ottawas and Chippewas in western Michigan and the upper peninsula.

In 1825, 1826, and 1827, Cass journeyed into the western regions of his territory to negotiate a new kind of treaty. His earlier excursion into these regions in 1820 had acquainted him with the tribes that inhabited the area, and he had become aware of the frequent conflicts among them. In an effort to stop the bloodshed and to establish United States' sovereignty in the area, Cass resolved to meet with Indian leaders and to set boundaries between the tribes. There was no attempt to seek land cessions because there were few American settlers in these regions of the Michigan Territory.

The 1825 treaty was negotiated at Prairie du Chien by Cass and William Clark, the Territorial Governor of Missouri. Henry Schoolcraft, since 1822 the Indian agent at Sault Ste. Marie, also was in attendance, having brought with him a contingent of 150 Chippewas and a military escort of 60 soldiers.<sup>96</sup> Although the purpose of the meeting was to negotiate a treaty by which the Sioux and the Chippewas, long standing enemies, would agree to territorial boundaries, many other tribes were present: Winnebagos, Menominees, Potawatomis and Ottawas from west of Lake Michigan, a few Iroquois, Iowas, and Sac and Foxes. The Indians were entertained at government expense for nearly a month before the final lines were drawn. At the end of the negotiations, "an experiment was made on the moral sense of the Indians with regard to intoxicating liquors." Apparently, during the long course of the deliberations, the Indians had requested whiskey, to which the commissioners had replied with strictures against the evil of alcohol. The Indians then complained that the Americans were hypocrites, that their lectures against alcohol were motivated not by its dire effects but only by the expense to the government. To demonstrate that "that the government was above such a petty principle," Cass and Clark

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<sup>96</sup> Philip P. Mason, ed. *Schoolcraft's Expedition to Lake Itasca* (Lansing: Michigan State University Press, 1958), pp. xii-xiii [[HRA013568](#)].



lined up row of kettles, each of which held several gallons of whiskey, stretching from “one end of the council house to the other,” and then proceeded to spill the contents of each out onto the ground. According to Schoolcraft, the Indians did not appreciate the “joke.”<sup>97</sup>

At the Prairie du Chien treaty, the commissioners agreed to meet the following year with representatives of the northern Chippewas, who had not attended the negotiations, in order to obtain their assent. No government official had visited their region, and Cass saw an opportunity to show the flag and wean them from British influence. Because of reports of copper deposits in the western reaches of Lake Superior, it was also determined to secure the Chippewas’ assent to the cession of these deposits. In late July 1826 Cass and Schoolcraft, together with Thomas McKenney, the head of the Bureau of Indian Affairs who was making his first contact with Indians on their native grounds, met with the Chippewas at Fond du Lac to discuss the terms of the previous year’s treaty.

McKenney’s account of the treaty negotiations revealed the awe in which Cass was held. Never having before met with Indians outside of Washington, D.C., McKenney wrote that he had come to learn how treaties were negotiated. “Few men have so intimate knowledge of Indian character as Governor Cass;” “I felt that I was with no ordinary instructor.”<sup>98</sup>

At the opening of the negotiations, Cass explained its purpose: to secure the Chippewas’ consent to the boundary drawn the previous year between their territory and that of the Sioux and to obtain permission to search for copper which was of no use to the Indians. Then, exceeding his instructions, Cass also encouraged the Indians to grant land to their Métis relatives and to send their children to a school which he proposed to create at Sault Ste. Marie. The council was then adjourned so that the Indians could consider Cass’s proposal. The following day some fifteen Chippewa spokesmen made their responses. There was no opposition. Two days later, on August 5, 1826, McKenney and Cass read the treaty that they had prepared and called for the Chippewas to sign.<sup>99</sup> The treaty contained articles in which the Chippewas affirmed the authority of the United States and disclaimed “all connection with any foreign power,” assented to the

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<sup>97</sup> Henry Rowe Schoolcraft, *Personal Memoirs of Residence of Thirty Years with the Indian Tribes* (Philadelphia: Lippincott, Grambo, and Co., 1851), pp. 213-217 [\[HRA013570\]](#).

<sup>98</sup> Thomas L. McKenney, *Sketches of a Tour to the Lakes...* (Minneapolis: Ross & Haines, Inc.; facsimile of the 1827 edition, 1959), pp. 312-313 [\[HRA013048\]](#).

<sup>99</sup> Viola, *Thomas L. McKenney*, pp. 146-48 [\[HRA013013\]](#).



terms of the Treaty of Prairie du Chien, agreed to attend a meeting at Green Bay the following year in order draw a boundary between themselves and the Winnebagos and Menominees, granted the United States permission to “search for, and carry away, any metals or minerals from any part of their country,” and granted to a number of Chippewas and to the wives and children of enumerated Métis “scattered through this extensive country,” one section of land on the “islands and shore of the St. Mary’s river....”<sup>100</sup> In other articles that exceeded Cass’s authority, the treaty promised an annuity of \$2,000 annually “in money or goods,” so long as it pleased Congress to appropriate it. This annuity was given in “consideration of the poverty of the Chippewas, and of the sterile nature of the country they inhabit, unfit for cultivation, and almost destitute of game....”<sup>101</sup> The school which Cass had referred to in his opening remarks was to be funded by an annual appropriation of \$1,000, again for as long as the Congress saw fit to fund it. Both McKenney and Cass were shocked by the appearance of the Chippewas whom they described as “wretched people...almost naked and starving,” many of whom had “perished during the last winter, from hunger and cold....”<sup>102</sup> Cass inserted the annuity provision as an act of charity and as a means of binding the Chippewas to the United States. The provisions for land grants to the Métis and their concentration on the St. Mary’s River would “secure their permanent attachment to our Government” and create a settlement that could be used “for any operations, offensive or defensive, which future circumstances may render necessary.”<sup>103</sup>

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<sup>100</sup> Kappler, *Indian Affairs: Laws and Treaties*, 2:268-273 [HRA011000]. Among the recipients of 640 acre tracts along the St. Mary’s River were the wives and children of Henry Schoolcraft’s in-laws: his Métis brothers-in-law, John and George Johnston, and his Chippewa uncle by marriage, Washikee. Shortly, after taking up his post at Sault Ste. Marie, Schoolcraft had married Jane Johnston, the Métis daughter of the Irish trader John Johnston.

<sup>101</sup> Ibid, p. 270 [HRA011000].

<sup>102</sup> Ibid, p. 270 [HRA011000].

<sup>103</sup> Cass to Barbour, September 11, 1826, *ASP:IA*, 2:682-683 [HRA010998]. McKenney blamed the Chippewas’ plight on their “love of tobacco and whiskey” and their “improvidence.” McKenney, *Sketches of a Tour to the Lakes...*, pp. 269, 376-378 [HRA013048].

There are conflicts between the sources I have relied upon for this account of the treaty of Fond du Lac. Ronald Miriani says that the articles inserted by Cass exceeding his instructions were rejected by the Senate; Miriani, “Lewis Cass and Indian Administration in the Old Northwest,” pp. 126-127 [HRA013318]. Herman Viola implies that the Senate was unhappy with these provisions but he is ambiguous on the issue of their inclusion in the ratified version of the treaty; Viola, *Thomas L. McKenney*, p 152 [HRA013013]. However, Kappler’s version of the ratified treaty includes the provisions for an annuity, school, and land grants to the Métis

I was not able to establish an evidentiary link between the articles that exceeded Cass’s instructions and Henry Schoolcraft, the Indian agent at Sault Ste. Marie. But in light of the fact that his in-laws were prominent beneficiaries of the Métis land grants and the annuity distributions were to be controlled by him, it seems quite likely that these articles originated with Schoolcraft. After the conclusion of the treaty, Schoolcraft wrote that “my agency is now fixed on a sure basis, and my influence fully established among the tribes.” See Viola, *Thomas L. McKenney*, p 152 [HRA013013].

The following year Cass, McKenney, and Schoolcraft all proceeded to Butte des Morts to conclude the negotiations begun in 1825 calling for boundaries between the warring Indian tribes in present day Wisconsin and Minnesota. Having established boundaries between the Chippewas and Sioux in the treaties of Prairie du Chien and Fond du Lac, it now remained to establish lines between the Chippewas, Menominees, and Winnebagos and between these Indians and American settlers at Green Bay and those pushing into the Fox River valley. The negotiations were delayed when a conflict between American miners and the Winnebagos near Galena, Illinois, broke out. Eventually the lines were drawn and the treaty signed.<sup>104</sup>

The Treaty of Butte des Morts failed to resolve the problem between the miners and the Winnebagos. In 1828, some 2,000 miners overran the Winnebagos' land. Instead of removing the miners, the government dispatched Cass to the region to restore order and to negotiate with the Winnebagos for the cession of the lead mining area. Cass was also ordered to negotiate land cessions from the Potawatomis in Indiana and southwestern Michigan in what proved to be the beginning of the end for this tribe. But, following these initiatives, Cass effectively retired from active treaty making and embarked upon a new career of Indian policy spokesman. In 1828, when Secretary of War Peter B. Porter was casting about for suggestions as to how best to conduct federal Indian policy, he brought Cass and William Clark, the two most experienced Indian superintendents, to Washington to draw up regulations for the administration of the Indian Office. They produced a one hundred thirteen page document that for the first time codified the laws dealing with Indians and called for sweeping changes in the way financial matters were to be handled. Their recommendations also called for the creation of the office of Commissioner of Indian Affairs to coordinate Indian administration and for the reorganization of the Indian Office, both in terms of personnel and financing.<sup>105</sup> Nothing came of this enterprise until 1834 when most of the Cass-Clark recommendations were finally enacted into law. It was while Cass was in Washington working on this project that he was also sought out as a public speaker.

In 1829 Cass embarked upon a lecture tour of the East in the course of which he published his thoughts on federal Indian policy in the pages of the *North American Review* in early 1830. In this essay, Cass traced at length the evolution of his own thinking on the subject of how best to

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<sup>104</sup> Viola, *Thomas L. McKenney*, pp. 136 [[HRA013013](#)].

<sup>105</sup> *Ibid.*, pp. 114-115 [[HRA014358](#)].

deal with the Indians. The primary means of dealing with the Indians, the treaty, Cass said, he had now come to distrust even while he acknowledged that the treaties must be upheld. The nation and the Indians, he was now convinced would have been better off if the United States had simply determined to take land when it was needed and fix a fair price for it, rather than negotiating with the tribes. His experiences had taught him that the Indians were incapable of making wise choices in these negotiations and that the payments they received only served to further demoralize them. After two centuries of contact with civilized Europeans, they had adopted none of the virtues of civilization and many of its vices. Contented with their subsistence lifestyle, they were “inaccessible to argument or remonstrance.” Unable or unwilling to change, they faced extinction as the Americans pressed upon them, driving the game from their lands. Under these circumstances, Cass was driven to the conclusion that for their own good they must be removed to the region west of the Mississippi where they would be forever assured of title to their land and where white men would be forbidden to enter.<sup>106</sup> Cass’s conclusion about the direction of future Indian policy, obviously, coincided with that of President Andrew Jackson. In 1831 he was summoned by Jackson to become Secretary of War and to preside over Jackson’s removal policy.

## Potawatomi Removal

The best example of the intention of the federal government’s policy for Indians in the old Northwest is that of the Potawatomis. Claimants to 18,000,000 acres in northwest Ohio, Indiana southern Michigan, Illinois, and Wisconsin these relatives of the Ottawa and Chippewa lay directly in the path of America’s westward movement. Between the time of their first encounter with the treaty process at Fr. Harmar in 1789 and 1837 when they gave up the last of their lands east of the Mississippi, these Indians were maneuvered into no less than 38 treaties, 34 of which involved land cessions.<sup>107</sup>

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<sup>106</sup> Cass, “Removal of the Indians,” *North American Review*, 30; see especially pp. [67-70](#), [72-76](#), [79-84](#), [91-92](#), [104-106](#), [111-112](#).

<sup>107</sup> James A. Clifton, *The Prairie People* (Lawrence: The Regents Press of Kansas, 1998), pp. 179-181 [\[HRA013575\]](#). The Potawatomis first entered into a treaty with the United States in 1789. From that date to 1867 when they signed their last treaty, they were participants or signatories to fifty four treaties. See Clifton, “Potawatomi,” *HNAI*, 15:736 [\[HRA013578\]](#).

Prior to the War of 1812, the Potawatomi leaders cleverly managed to enter into treaties in which they agreed to cessions that involved lands that they shared or contested with other Indians. Not until 1816 did they cede lands surrounding their own villages. The 1816 treaty also represented the first attempt on the part of federal negotiators to meet with village or band leaders separately instead of with representatives of the entire tribe. The tactic of “divide and conquer,” once applied to the Potawatomis worked particularly well, and it set the pattern for dealings with all the Indians in the old Northwest.<sup>108</sup> In return for the cession of hunting lands in central Illinois, the Potawatomis received “a considerable quantity of goods” and the promise of \$1,000 worth of goods annually for twelve years.<sup>109</sup>

In 1817 and 1818, the Potawatomis were again assembled to cede land.<sup>110</sup> The 1817 treaty required only their assent to cessions by other tribes in Ohio and eastern Michigan. In return for their cooperation the Michigan Potawatomis received a fifteen-year annuity of \$1,300.<sup>111</sup> In 1818 Potawatomi leaders from “all parts of the tribal estate” were assembled to approve the cession of a large tract of land in Indiana and Illinois. A large supply of “presents” were distributed at the treaty site and the Potawatomis were awarded a “perpetual annuity” of \$2,500 in specie, half of which would be distributed at Chicago, the other half at Detroit. A number Métis children were singled out for land grants.<sup>112</sup>

In 1821, as indicated earlier, the Potawatomis were assembled in Chicago by Lewis Cass and presented with a request for a large land cession in south central and southwestern Michigan and a smaller portion of northeastern and north central Indiana. For two weeks Cass and his fellow commissioner bargained unsuccessfully with the Indians for a large land cession. At last, divided in their interests, the leaders gave in. The Potawatomis were awarded \$5,000 annually for fifteen years, plus the services of a blacksmith and a teacher for fifteen years.<sup>113</sup> Their leaders were

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<sup>108</sup> R. David Edmunds, *The Potawatomi, Keepers of the Fire* (Norman: University of Oklahoma Press, 1978), pp. 218-219 [\[HRA014355\]](#).

<sup>109</sup> Clifton, *The Prairie People*, p. 223 [\[HRA013579\]](#).

<sup>110</sup> The dismemberment of the Potawatomi estate is depicted in maps in Edmunds, *The Potawatomi*, p. 245 [\[HRA013602\]](#) and Prucha, *The Great Father* 1:250 [\[HRA013600\]](#).

<sup>111</sup> Clifton, *The Prairie People*, pp. 223-224 [\[HRA013579\]](#). My description of the Potawatomi decline is based primarily Clifton’s *The Prairie People*. The story is also detailed in Edmunds, *The Potawatomi*, pp. 228-275 [\[HRA013602\]](#).

<sup>112</sup> Clifton, *The Prairie People*, pp. 223-224 [\[HRA013579\]](#).

<sup>113</sup> *Ibid.*, pp. 224-226 [\[HRA013579\]](#).

learning to demand more at these negotiations, and Cass and other negotiators were willing to grant it. Clearing Indian land for white settlers at ever higher costs became a part of government policy in the 1820s and 1830s.

In 1826 and 1827, the United States returned for more land in northern Indiana. For the 1826 cession, the Potawatomi of the Fort Wayne region received more than \$30,000 in presents, a 22 year annuity of \$2,000 per year, a mill, and services of a blacksmith and miller. More Métis were awarded land. The 1827 treaty, while involving only a land swap, was significant because it was a precursor of how the government intended to nullify Indian “reservations” created in earlier treaties. Small reservations initially authorized in eastern Michigan by the 1807 treaty were now terminated in exchange for a new 63,000-acre reservation in western Michigan. Before long it would be time to relinquish that reservation too.<sup>114</sup> Then, between 1828 and 1833, in rapid succession, seven treaties were forced upon the Potawatomi, virtually eliminating their claim to any land east of the Mississippi River and bringing to fruition the long held but imperfectly realized goal of the government to eliminate all Indian tribal land holding in this region

In 1828 the focus of the government’s land acquisition policy was the land in northeastern Indiana located between the 1821 cession and the 1826 cession. The key figure in this treaty was a relative newcomer in Potawatomi history, Leopold Pokagun. Strongly backed by traders in the area, Pokagun significantly increased the price the United States would have to pay for the remaining Potawatomi lands: a permanent annuity of \$2,000, added to those previously awarded; a 20 year annuity of \$1,000 per year; \$30,000 in goods immediately, plus an additional \$10,000 in goods and \$5,000 in specie the following year; \$7,500 for agricultural assistance; 2,000 pounds of tobacco and 1,500 pounds of iron annually; \$1,000 annually for education; \$10,895 for payment of Potawatomi debts to traders; and finally, new reserves for Métis and some of the older Indian leaders. Learning quickly that the Americans were willing to pay well, the Illinois Potawatomi in 1829 sold much of their land in northern Illinois for a perpetual annuity of \$16,000 in silver, \$12,000 worth of goods, and a permanent blacksmith shop at Chicago.<sup>115</sup> White land pressure was aided by the outbreak of what was termed the “Black Hawk War” in 1832. While the Potawatomi went out of their way to avoid support of this Sac and Fox reentry onto

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<sup>114</sup> Ibid., 226-228 [[HRA013579](#)].

<sup>115</sup> Ibid., pp. 229-231 [[HRA013579](#)].

lands in Illinois that had earlier been ceded, they were caught up in the hysteria that gripped the state that demanded that all Indians be removed from Illinois. Residents of Indiana soon joined in with the result that in 1832 federal negotiators met with three groups of Potawatomis at Tippecanoe in Indiana to secure their lands.<sup>116</sup>

The eagerness of the United States to eliminate the Indian presence east of the Mississippi and its willingness to pay whatever price was demanded is clearly evident in the three treaties signed with the Potawatomi leaders at Tippecanoe in 1832. James Clifton has called the amounts received by the Potawatomis, in comparison with earlier treaties, “staggering.” New annuities, running from 12 to 20 years and totaling \$880,000 were approved. Goods valued at \$177,000 were distributed during the negotiations and another \$70,000 worth were promised for the following year. Potawatomi debts to traders in the amount of \$111,879 were paid by the federal government. According to Clifton, the treaties cost the federal government a total of \$1,374,279, an astonishing figure for the times. Once again, certain Métis or their descendants were given sections of land, ostensibly for their assistance in securing Indian signatures to the treaty. The Potawatomis were now left with only one remaining sizable tract of land, in northeastern Illinois and southeastern Wisconsin, and 42 two small “reservations” scattered across Michigan, Indiana, and Illinois. Within a year, however, they would feel the pressure to abandon their remaining lands and accept removal west of the Mississippi. More vulnerable to removal with each progressive diminution of their former estate, the Potawatomis would succumb to the pressure of removal by 1837, abandoning all but a few acres of their former home lands. As Clifton has phrased it: “after the cessions of 1832...what had been for some years a gentlemanly request to migrate voluntarily at their convenience soon became a strident demand backed by treaty stipulations.”<sup>117</sup>

The summons for removal came in the summer of 1833. White settlers were pouring into Michigan and Illinois and settling, in violation of the law, on the lands ceded in 1832 by the Potawatomis despite the fact that they had not yet been surveyed or offered for sale. Politicians in both states beseeched Congress and Secretary of War, Lewis Cass, for removal of the remaining Indians. Cass replied with the appointment of treaty commissioners led by his

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<sup>116</sup> Ibid., pp. 232-234 [\[HRA013579\]](#).

<sup>117</sup> Ibid., pp. 234-236 [\[HRA013579\]](#).

successor as Territorial Governor of Michigan, George B. Porter. In September of 1833, in what has been billed as the “last great Indian Treaty in the Old Northwest,” the Potawatomis were assembled in Chicago and persuaded to give up their last lands.<sup>118</sup>

During the initial days of the treaty negotiations, there was the usual fencing between the commissioners and the Indian spokesman. For their part the Potawatomis stated that since they had never seen the lands west of the Mississippi to which the government proposed to remove them, there could be no discussion of selling their remaining lands. The commissioners admitted to irregularities in earlier treaties and promised additional compensation to rectify the situation. Finally, Governor Porter, sensing that his mission was not being advanced, sternly informed the Potawatomis that whatever President Jackson wanted “he was prone to take by force.” After delivering this ultimatum, there was five-day gap in the treaty proceedings. When the parties reassembled, a treaty had been written and was presented to the Indian leaders for their signature.<sup>119</sup>

By the terms of the 1833 treaty, the Potawatomis sold all their remaining lands east of the Mississippi except for thirteen small reservations in northern Indiana. Pokagun’s band in southwestern Michigan, which had threatened to kill anyone who agreed to the sale of their reservation, finally agreed to part with their land in return for a promise that they would not be required to remove. Instead, they were permitted to join their Ottawa relatives at L’Arbre Croche in Michigan. Now, the only remaining Indian lands in Michigan were the reservations of the Saginaw Chippewas and those of the Ottawa and the Chippewa in western Michigan and the upper peninsula.<sup>120</sup>

Again, the compensation for these concessions was substantial, although less than the amounts awarded the previous year. The Potawatomis were to be given 5,000,000 acres west of the Mississippi in exchange for the roughly 5,000,000 acres they were relinquishing. In lieu of new reservations, which were requested but refused by the commissioners, \$100,000 was

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<sup>118</sup> Ibid., pp. 237-243 [\[HRA013579\]](#); James A. Clifton, “Chicago, September 14, 1833: The Last Great Indian Treaty in the Old Northwest,” *Chicago History*, IX (Summer 1980), pp. 86-97 [\[HRA013627\]](#).

<sup>119</sup> Clifton, *The Prairie People*, pp. 238-239 [\[HRA013579\]](#).

<sup>120</sup> Ibid., 240-241 [\[HRA013579\]](#). Although Pokagun’s band was exempted from removal and was authorized to move north to join the L’Arbre Croche Ottawas, I was not able to find any record of their movement to L’Arbre Croche. Instead, Pokagun apparently used the annuity money awarded to his group to purchase lands near their former villages.



approved. Then there was an additional \$175,000 for goods and presents; \$175,000 for the payment of Potawatomi debts to various traders; an annuity of \$280,000 to be paid over twenty years; \$150,000 for the construction of mills, houses, and blacksmith shops; and \$70,000 for an educational fund. In return for these payments, the Illinois Potawatomis were to vacate their land “immediately,” and the remainder of the cession was to be abandoned within three years.<sup>121</sup>

When the 1833 treaty reached the Senate, it was accompanied by charges of fraud directed against the treaty commissioners, and Congressmen from Missouri objected to the location of the Potawatomi lands within their borders. Changes were made that required Indian approval. The Potawatomis of Michigan and northern Indiana refused to accept the amendments, but so eager was the government to get the Indians started west that, despite the fact that some 120 Potawatomis had signed the original treaty, the amended treaty was ratified with only six Indian signatures in February 1835.<sup>122</sup>

It took the federal government another three years and thirteen additional treaties to buy up the remaining small reservations in Potawatomi ownership. This work began in late 1834 and lasted until the final treaty of February 1837. In each case treaty commissioners approached the Potawatomi band or village leaders, promised a small amount of cash and presents, and a short term annuity to tide them over until they migrated west. The treaties required the Potawatomis to move within two to three years. When the negotiators encountered opposition from village leaders, they sought out other Potawatomis who were willing to sign. Traders, realizing that the Indians would soon be out of their grasp, pressed their claims; at the annuity payment of September 25, 1836, one group of Potawatomis was paid \$63,000 but received only \$16,000 after its debts to traders were deducted. “A great many” of these Potawatomis fled to Canada rather than move west of the Mississippi.<sup>123</sup>

One Potawatomi leader in northern Indiana, Menominee, obstinately refused all efforts to give up his village. In 1835, and again in 1836 he received assurances from officials in the War Department that he and his people could remain as long as they owned the land. The removal agent in Indiana charged with securing cession treaties, however, turned to other headmen on the

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<sup>121</sup> Ibid., pp. 241-244 [\[HRA013579\]](#)

<sup>122</sup> Edmunds, *The Potawatomis*, pp. 249-251 [\[HRA013602\]](#)

<sup>123</sup> Ibid., pp. 256-260 [\[HRA013602\]](#); Clifton, *The Prairie People*, pp. 183-185 [\[HRA013639\]](#), 244-245 [\[HRA013579\]](#).



reservation and secured signatures to sell. Menominee charged that the resulting treaty was fraudulent and refused to leave. In 1838 his lands were overrun by white squatters. His followers retaliated by destroying a squatter's hut, and the invading squatters replied by burning a dozen Indian homes. Fearing an outbreak of violence, Senator John Tipton of Indiana intervened and with a force of 100 militiamen surrounded Menominee's village, took the head man and several other leaders into custody, and forced the remaining Indians to enroll for removal. Menominee was eventually forced to abandon his village at gunpoint. Despite the government's efforts to deport all the Potawatomis in northern Indiana and southern Michigan, reports of small bands continuing to wander through the areas persisted into the 1840s.<sup>124</sup>

The same pressures that were applied to the Potawatomis between 1821 and 1840 would later be applied to the Chippewas and Ottawas in Michigan. To gain the Chippewas' and Ottawas' consent to the cession of their land, the government would secure the support of their advisors, the intermarried Métis, by awarding them land grants. The support of the traders, who were also trusted advisors, would be secured by guarantees that the Indians' debts would be paid from the payments awarded in the treaties. The recognition of temporary hunting and fishing rights on ceded lands, so long as those lands remained United States property, provisions that appeared in the 1826, 1829, and 1832 treaties with the Potawatomis,<sup>125</sup> would also be extended to the Ottawas and Chippewas in their 1836 treaty. Instead, however, of a series of cession treaties, the United States Senate, having learned from the Potawatomi experience, would insist that the Chippewa and Ottawa cede the whole of their lands in one negotiation.

## **Annuities, Traders, and the Decline of the Fur Trade**

As the number of cession treaties steadily increased in the Old Northwest during the years after 1815, so too did the amounts of the annuities that the government was willing to pay and so also did the lists of "persons of Indian descent" or "Indian by birth" who received grants of land,

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<sup>124</sup> Edmunds, *The Potawatomis*, pp. 265-271 [[HRA013602](#)]. Senator John Tipton was the Indian agent to the Indians in Indiana from 1823-1831; in 1831 he was elected to the United States Senate from Indiana where he served until just before his death in April 1839. Tipton was a member of the Senate Indian Affairs Committee during the negotiation of the 1836 Ottawa and Chippewa treaty. His forced removal of the Potawatomis in 1838 was authorized by the governor of Indiana; the Indian Office was not consulted, nor did the federal government oppose the removal. See Glen A. Blackburn, comp., *The John Tipton Papers*, 3 vols. (Indianapolis: Indiana Historical Bureau, 1941), particularly the introduction by Paul Wallace Gates, 1: [45-46](#) [[HRA015075](#)].

<sup>125</sup> See Kappler, *Indian Affairs: Laws and Treaties*, 2:275, (1826 treaty) [[HRA015995](#)], *ibid*: 2:297 (1829 treaty) [[HRA015982](#)]; and *ibid*: 2:353-354 (1832 treaty) [[HRA015979](#)].

usually a section, in the lands ceded. These events were linked, in part, to the decline of the fur trade, an event that government officials had been predicting since the beginning of Indian-U.S. relations.

The fur trade was the primary reason for the establishment of the French empire in North America, and it depended on good relations between the French traders and the Indians of the interior, particularly those in the Great Lakes region. With the French defeat in 1763, the British quickly took over the trade, but they were dependent upon the French traders whose years of contact with the Indians gave them an advantage in establishing personal relationships with the Indians. The trade increased as the Indians recognized the better quality of English goods, and while the profits of the fur trade now flowed to English and Scottish bank accounts, the French and their Métis offspring continued to play the crucial role between the English trading companies and the Indians.

In the early years of the United States, until the War of 1812, the new national government tolerated the continuance of French-English fur trade in the Great Lakes areas. This was resented by American fur traders, especially John Jacob Astor, whose American Fur Company had monopolistic designs on the fur trade within the United States. In addition, the federal government experimented with government control of the fur trade from 1802 to 1822 in the hope of protecting Indians from rapacious private traders and the whiskey that was a key ingredient in their business. Governmentowned “factories” were set up in Indian country to purchase Indian furs for resale and to guarantee the Indians a fair price for the trade goods they had become dependent upon. In 1816, following the War of 1812, Congress finally passed legislation banning foreigners from the fur trade, and in 1822, largely as a result of Astor’s activities, Congress ended the factory system, thereby opening the fur trade to more private enterprise.

By the early 1820s, Astor had created within the American Fur Co. a separate Great Lakes department with headquarters at Mackinac Island. His Great Lakes lieutenants were two astute businessmen, Ramsay Crooks and Robert Stuart. In methodical fashion, they recruited traders to staff the outposts of the trading empire, establishing these at the mouth of nearly every river that emptied into the Great Lakes. In his history of Michigan, Bruce Catton summarized the result of the Astor-Crooks-Stuart zeal for Michigan furs: in the Saginaw Valley they “raised the take of muskrat skins there from 2,500 annually to 28,000, and got nearly 2,000 marten skins in place of

500.” Before long, as the result of this aggressive assault on the fur bearing animals, the area was over trapped. Having skimmed the highest profits from the fur trade, Astor sold out his interest in the American Fur Co. in 1834. Even before this date he had shifted his emphasis from the Great Lakes to the Rocky Mountain region, transferring his blacksmiths and gunsmiths upon whom the Indians were dependent with his operations. Ramsey Crooks bought the Great Lakes Department and continued the operation there, but the fur trade was declining and with it the income to Indian hunters. Having become dependent upon the trade goods that furs provided, the Indians began to look for new sources of income.<sup>126</sup>

A similar transformation took place among the French fur traders and their Métis offspring. Astor hired many of them as agents of the American Fur Co., but slowly they were marginalized or replaced by Americans.<sup>127</sup> Some of them, particularly the Métis children, gravitated to government jobs as interpreters. Intermarried with the Indians from whom they received their furs, the traders were often trusted friends of the Indians, the people to whom the Indians turned for advice when the American treaty commissioners came calling. Better able to comprehend the changes that the advance of American settlers were bringing, the traders were often able to persuade the Indians to assign tracts of land to their wives and Métis children when cessions were negotiated. Lewis Cass, in particular, found the assistance of the traders helpful in his negotiations for cessions, and he believed strongly that awarding land to the Métis would serve as a good example for the Indians, as the attempt was made to wean them away from a life of hunting toward agriculture.

The traders were also creditors to the Indians. Since the beginning of the fur trade, it was their custom to advance trade goods that the Indians wanted in exchange for furs. At the end of a hunting season, an Indian’s debts were compared to his credit for furs and accounts were settled. Over the years, many Indians became indebted to the traders and necessarily, as the supply of game declined, this indebtedness grew. By the mid-1820s, the only hope that many traders had of recovering their outlays to the Indians lay in payments the Indians would receive from the government for their lands.<sup>128</sup>

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<sup>126</sup> Bruce Catton, *Michigan* (New York: W.W. Norton & Co., 1976), pp. 64-69 [[HRA013642](#)].

<sup>127</sup> Clifton, *The Prairie People*, p. 275 [[HRA013648](#)].

<sup>128</sup> James L. Clayton has conducted a study of fur trader’s debt claims that demonstrates that beginning with the 1831 treaty with the Potawatomis the number of trader claims and the value of the claims began to escalate. The  
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In his study of Indian traders in Indiana, Robert Trennert has concluded that during the 1820s a new kind of trader\businessman came into existence in this area. Aware that the number of fur bearing animals was declining and that the government wished eventually to remove their clients west of the Mississippi, this new breed of trader saw future profits coming not so much from furs as from the supplying of goods to the treaty commissioners for the large distributions of presents which accompanied the cession treaties. Further, as the annuities to the tribes for their lands increased in the 1820s and 1830s, so did the opportunity for these businessmen to make even more money by supplying the Indians with goods they needed and wished for in exchange for their annuity money.<sup>129</sup>

The purpose of annuity payments derived from several different beliefs or value judgments. One was the obvious fact that the Indians occupied the lands that the United States wanted, and if they were to vacate these lands, fairness dictated that they should be paid for their loss. To this basic idea Lewis Cass added the concept that the annuity payments should more fairly reflect the value of the land being ceded. Moreover, Cass believed that a yearly payment to Indians for lost lands would serve as a means to refresh their memory that an exchange had made and the land was no longer theirs. Added to these ideas was the concept that in giving up their lands, the Indians had lost an income that they had previously earned through hunting on these lands. Until they made the transformation from hunters to farmers, the Indians would have to be compensated for the loss of their hunting revenues or they would inevitably suffer. Annuities would supply the means for purchasing the manufactured goods that they were accustomed to in the absence of furs to sell. For all these reasons, annuities grew in the 1820s. And with the loss of their lands, the decline of fur bearing animals, and the growth of the annuities, the Indians became more and more dependent. This was not the result that the federal government had in mind when it began the annuity payments. Having sold their lands, the Indians were expected to move westward where they could resume a life of hunting or, preferably, take up agriculture; annuities would

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largest claim ever to be recognized by treaty commissioners was the Ottawa-Chippewa claim in the 1836 treaty. He also concludes that the payment of these debts through the cession treaties “probably saved the American Fur Company from bankruptcy” during the years “of gravest financial crisis, 1837-1843.” See Clayton, “The Impact of Trader’s Claims on the American Fur Trade,” in David M. Ellis, ed., *The Frontier in American Development* Ithaca Cornell University Press, 1969), p. 303 [\[HRA013649\]](#).

<sup>129</sup> Robert A. Trennert, Jr., *Indian Traders on the Middle Border* (Lincoln: University of Nebraska Press, 1981), pp. 6-8 [\[HRA013650\]](#). Trennert regards the annuities as a form of Indian welfare which ultimately became a subsidy for the traders.

tide them over until they resumed their new life. When some Indians, most notably the Ottawa and Chippewas of Michigan, refused to emigrate, annuities became a major source of their livelihood and their dependence upon them grew accordingly.

## **Reorganization of the Indian Office**

In 1828 Lewis Cass and William Clark were brought to Washington to draft a bill for the reorganization of the Indian Office. Nothing immediately resulted from their proposals, but when Cass became Secretary of War in 1831, the bill was retrieved and submitted to the Congress as part of the reforms of the Jackson administration.

The first major change in Indian affairs was achieved in 1832 when Congress finally gave statutory approval for the office of commissioner of Indian Affairs in the War Department. All Secretaries of War had sought legal sanction of this office since the early 1820s, when Secretary Calhoun had appointed Thomas McKenney to supervise the Office of Indian Affairs. Although McKenney was able to provide Calhoun and his successors with some relief from the administrative burden of Indian Affairs, he had no legal authority to do anything without the Secretary's approval. The 1832 act authorized the commissioner to direct and manage "all Indian affairs" and "all matters arising out of Indian relations," although he was still subject to "direction of the Secretary of War." As an appointee of the President, subject to approval by the Senate, however, the commissioner became a more powerful force in setting and implementing Indian policy than had anyone previously, other than the Secretary of War himself. The act also authorized the commissioner to centralize in his office all financial transactions pertaining to Indians, forbade the introduction of alcohol "under any pretense" into the Indian country, and authorized the Secretary of War for this first time to discontinue the employment of persons in the Indian service whose services were no longer considered necessary.<sup>130</sup>

The first Indian Commissioner was Elbert Herring, a native New Yorker and an attorney with no experience in Indian affairs. Herring's main qualification was that he was an "intimate personal friend" of Cass. As might be expected, Herring proved to be an ardent exponent of the removal policy who had little sympathy for Indians. Aside from his support for the Jackson-Cass removal policy and his personal integrity, Herring had little to recommend him, and President

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<sup>130</sup>4 Stat., 564 [\[HRA011006\]](#). See also Prucha, *The Great Father*, 1:159-163 [\[HRA013653\]](#).

Jackson frequently complained of his general “incompetency.” When Cass resigned as Secretary of War in 1836, Herring was demoted and transferred to another position in the War Department.<sup>131</sup>

In 1834, two years after authorizing the position of Indian commissioner, Congress revised and codified the various trade and intercourse acts passed since the 1790s and finally provided statutory authority for the organization of the “department of Indian Affairs.” In revising and codifying the trade and intercourse acts, Congress made their enforcement more likely by assembling the provisions of all the previous statutes relating to federal Indian policy into one statute that could be easily distributed to those persons responsible for their execution. The act also more clearly defined those areas that were considered “Indian country.” East of the Mississippi, lands once occupied by Indians ceased to be Indian country as soon as the Indian titles were extinguished.<sup>132</sup> While this declaration of Indian country clarified a previously ambiguous area of federal law, it had the undesirable effect, in the eyes of many Indian agents, of opening a flood of alcohol onto ceded Indian lands while the Indians still remained on them.<sup>133</sup>

In the act entitled “Organization of a Department of Indian Affairs,”<sup>134</sup> Congress for the first time specified the number of agents and superintendents to be employed by the Office of Indian Affairs. Earlier, Indian agents and subagents had been appointees of the President, charged with whatever responsibilities and territories he chose to give them. Generally speaking, they were responsible only to the President or the Secretary of War, a situation which often resulted in disparate policies or actions within a given region, such as part of a territory or state. Now, the agencies and subagencies were given definite boundaries and the agents and subagents were subject to a chain-of-command that went through the superintendent (territorial governor) to the commissioner of Indian Affairs and then to the Secretary of War. In a budget cutting move, the act also reduced the number of Indian superintendents by abolishing those offices in Florida and Arkansas, and it anticipated the abolishment of the superintendency in Michigan as soon as the

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<sup>131</sup> Ronald N. Satz, “Elbert Herring, 1831-1836,” in Robert M. Kvasnicka and Herman J. Viola, eds., *The Commissioners of Indian Affairs, 1824-1827* (Lincoln: University of Nebraska Press, 1979), pp. 13-16 [[HRA013793](#)]. Herring was replaced by Carey H. Harris on July 4, 1836, in the midst of the 1836 treaty negotiations.

<sup>132</sup> *4 Stat.*, 729-735 [[HRA011007](#)].

<sup>133</sup> Prucha, *The Great Father*, pp. 298-302 [[HRA013657](#)].

<sup>134</sup> *4 Stat.*, 735-738 [[HRA013661](#)].

Territory of Wisconsin was created. The act further reduced the number of Indian agents in the Indian service. In Michigan, where there had once been two agents, one at Michilimackinac and another at Sault Ste. Marie, there would now be only one. In actuality, the consolidation of the Michilimackinac and Sault Ste. Marie agencies had taken place two years earlier, in April 1832, at which time Henry R. Schoolcraft, the Sault Ste. Marie agent, had been appointed sole agent of the consolidated agencies. Schoolcraft was now authorized to take up his post at either Mackinac Island or Sault Ste. Marie. After ten years at Sault Ste. Marie, he chose to move to Mackinac, but he did not actually take up residence there until the summer of 1833.<sup>135</sup>

The 1834 act for the organization of the Department of Indian Affairs also provided for the creation of subagents “to reside wherever the president may direct.” Although the distinction between agents and subagents was not defined, the act did state that “no sub-agent shall be appointed who shall reside within the limits of any agency where there is an agent appointed.” A subagency at Detroit, with responsibility for the Indians of southern Michigan, was apparently continued. In 1837 a subagent would be appointed for Sault Ste. Marie, and another at Saginaw for the eastern Chippewa would replace the Detroit subagency. From 1832 until 1836, Schoolcraft would be responsible for all Indians in the central and northern portions of the lower peninsula of Michigan, the upper peninsula, and those in the Michigan territory west of Lake Michigan.<sup>136</sup>

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<sup>135</sup> Henry R. Schoolcraft, *Personal Memoirs of a Residence of Thirty Years with the Indian Tribes on the American Frontier* (Philadelphia: Lippincott, Grambo and Co., 1851), pp. 404, 423 [\[HRA013665\]](#).

<sup>136</sup> The organization, boundaries, and tenure of the various agents appointed to Indian agencies and superintendencies are discussed in Edward E. Hill, *The Office of Indian Affairs, 1824-1880* (New York: Clearwater Publishing Co., 1974). See especially p. 90 (Mackinac) [\[HRA013668\]](#), pp. 94-96 (Michigan Superintendency) [\[HRA013669\]](#), and p. 165 (Sault Ste. Marie) [\[HRA013671\]](#).

## Part 3: Preparations for the 1836 Treaty

### Henry Rowe Schoolcraft

As indicated at several places earlier in this report, Henry Rowe Schoolcraft was a naturalist who came to the attention of Secretary of War John C. Calhoun in 1819 as a result of his investigation of the lead mining district in Missouri. It was Calhoun who appointed Schoolcraft to accompany Governor Lewis Cass on his 1820 expedition of Lake Superior and what became Wisconsin. Cass, in turn, appointed Schoolcraft as secretary to the 1821 treaty negotiations with the Potawatomis at Chicago at which those Indians ceded most of their land in southwestern Michigan south of the Grand River. The following year, Cass and Calhoun secured the appointment of Schoolcraft as Indian Agent at Sault Ste. Marie, the new military outpost and Indian agency of the United States at the point where Lakes Huron and Lake Superior meet.<sup>137</sup>

Schoolcraft served as Indian agent at Sault Ste. Marie from 1822 to 1833. He was a meticulous writer, an inquisitive ethnographer, and avid naturalist. That he was also ambitious for literary and scientific recognition is evident from his memoir. The position of Indian agent at this remote post apparently served Schoolcraft well. It provided him with the steady income that had eluded him prior to this time, and the long winters, during which there was relatively little Indian work to perform, provided him with the opportunity for his writing and his extensive correspondence.<sup>138</sup>

Summers were the time of greatest contact between the agent and his charges, but Schoolcraft was often away from his post at this time of year. In 1825, 1826, and 1827, he accompanied Cass on his journeys to the Indians of Minnesota and Wisconsin. In 1831 he was ordered to visit the Sioux and Chippewa on Lake Superior, in Wisconsin, and in Illinois, in order

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<sup>137</sup> Schoolcraft recounts his appointment as Indian agent in his memoir, *Personal Memoirs of a Residence of Thirty Years with the Indian Tribes on the American Frontier*, pp. xxxvii-xliii [[HRA014823](#)], 87-93 [[HRA014831](#)]. Schoolcraft is the subject of a biography by Richard G. Bremer, *Indian Agent and Wilderness Scholar: the Life of Henry Rowe Schoolcraft* (Mount Pleasant, Michigan: Clarke Historical Library, Central Michigan University, 1987) [[HRA015163](#)].

<sup>138</sup> In the introduction to Schoolcraft's *Personal Memoirs of a Residence of Thirty Years with the Indian Tribes on the American Frontier*, p. xli [[HRA014823](#)]. The unidentified writer (undoubtedly Schoolcraft himself), wrote that in 1828 Schoolcraft turned down a "prominent situation in the scientific corps of the United States Exploring Expedition to the South Seas," choosing instead to "occupy his advanced position on the frontier solely to further the interests of natural history, American geography, and growing questions of philosophic moment."



to quiet tensions between them, and in 1832 he was authorized to explore Minnesota in search of the origins of the Mississippi River.<sup>139</sup> Except for licensing traders who ventured into his domain on their way to Lake Superior, reporting on Indians who persisted in visiting the British Indian agency each summer to receive their gifts, and trying to keep liquor out of his jurisdiction, Schoolcraft had little else to do except pursue his own interests. During the 1820s he also found time to serve as a member of the territorial legislature, as chief justice of the county court, and as county probate judge.<sup>140</sup>

One of Schoolcraft's interests at Sault Ste. Marie was the language and customs of the Chippewa Indians who inhabited his domain. In this endeavor he was greatly assisted by the family of John Johnston, a Scotch-Irish trader who came to the Sault in 1793. Johnston's family was one of only "five or six French and English families" who lived at the Sault.<sup>141</sup>

Within a year after taking up his new post, Schoolcraft married the eldest daughter of John Johnston and his Chippewa wife, Ozhaw-Guscoday-Wayquay, the daughter of a reputed powerful Chippewa warrior named Waubojee. Other Chippewa leading men who were native to the Sault apparently resented Waubojee, who migrated with his band from Chequamegon Bay in Lake Superior to the Sault. When he died his place was taken by his oldest son, Washikee.<sup>142</sup> Schoolcraft's wife, Jane, was educated by her father and at one time spent four months in Ireland before her fragile health dictated that she return to the Sault. She was highly regarded by Schoolcraft's superiors, Lewis Cass and Thomas McKenney. The couple had two children who were educated at home and in mission schools and then sent to boarding schools in the East shortly before Jane Schoolcraft's death in 1842.<sup>143</sup>

Like every newcomer to the Sault, Schoolcraft felt compelled to write about the "white fish fishery" at the Sault, which he extolled as a place without comparison "for taking this really fine

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<sup>139</sup> Mason, *Schoolcraft's Expedition to Lake Itasca*, pp. xi-xxiii [[HRA013672](#)].

<sup>140</sup> Miriani, "Lewis Cass and Indian Administration in the Old Northwest," pp. 99-100 [[HRA013318](#)]. Schoolcraft's served as a member of the Territorial legislature from 1828 to 1832.

<sup>141</sup> Schoolcraft, *Narrative Journal of Travels...*, p. 132. Although the number of non-Indians at the Sault increased considerably after Fort Brady was constructed there, Schoolcraft's relations with the military were less than congenial and he often felt excluded from the post's social activities. It is little wonder that he chose in 1833 to remove to Mackinac Island whose permanent population he recorded in 1820 as 450. Ibid., p. 112 [[HRA013680](#)]. See also Miriani, "Lewis Cass and Indian Administration in the Old Northwest," pp. 100-102 [[HRA013318](#)].

<sup>142</sup> Philip P. Mason, *Schoolcraft's Expedition to Lake Itasca*, p. xi [[HRA013672](#)].

<sup>143</sup> Bremer, *Indian Agent and Wilderness Scholar*, pp. 93-95 [[HRA015163](#)].

and delicious fish.” In 1820, having earlier described the variety of excellent fish at the Straits of Mackinac, Schoolcraft remarked that the Sault whitefish “are preferred by most of our party to the “Mackinac trout.” He also noted that approximately “forty lodges of Chippeway Indians...containing a population of about two hundred souls...subsist wholly upon the white fish.” Other Chippewas joined the resident Saulteurs during the running of the whitefish from the “autumnal equinox...till the ice begins to run.” So numerous were these fish in the summer of 1820 that Schoolcraft recorded that a skillful fisherman could take in “five hundred [fish averaging three pounds each] in two hours.” The Sault fishery, he said, was “of great moment to the surrounding Indians, whom it supplies with a large proportion of their winter’s provisions.” He also noted that the “abundance [of fish] may hereafter render them an important article in the commerce of the upper lakes.”<sup>144</sup>

When in 1833 Schoolcraft transferred his residence to Mackinac, he came into direct contact with the Ottawas on the lower peninsula; prior to this time his Indian contacts in Michigan had been almost solely with Chippewas. Almost from the beginning, his relations with the Ottawa, particularly those at L’Arbre Croche, would prove contentious. The previous agent at Mackinac, George Boyd, whose only qualification seems to have been that he was the brother-in-law of John Quincy Adams, had had little contact with the Indians of his jurisdiction and apparently left them with little supervision.<sup>145</sup> Schoolcraft, both because of his personality and because of the increasing pressure for a cession of the lands of the Chippewas and Ottawas within his jurisdiction, would find himself frequently at odds with the L’Arbre Croche Ottawa.

## **Sentiment for a Cession at L’Arbre Croche**

In 1828 the International Boundary Commission, which had been created at the close of the War of 1812 to determine the boundary between the United States and Canada, awarded Drummond Island to the United States. Prior to this determination, the island had been occupied by the British, and it served as a major center of British military contacts with American Indians

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<sup>144</sup> This account of the Sault fishery draws from Schoolcraft’s 1820 account in *Narrative Journal of Travels...*, pp. 132-133 [\[033389\]](#) and his 1851 recollection in *Personal Memoirs of a Residence of Thirty Years with the Indian Tribes*, pp. 122-123 [\[HRA014739\]](#).

<sup>145</sup> Miriani, “Lewis Cass and Indian Administration in the Old Northwest,” p. 98 [\[HRA013318\]](#); John H. Humins, “George Boyd: Indian Agent of the Upper Great Lakes, 1819-1842 (Ph.D. dissertation, Michigan State University, 1975), pp. 2, 42, 246 [\[HRA013684\]](#).”

and one of the sites where annual distributions of presents were made. As a result of this decision, the British abandoned the island and moved their operations to a site farther east. While Indians under U.S. jurisdiction from both Lake Superior and Lake Michigan continued to make annual visits to the new British outpost, the numbers of Indians participating in this ritual began to decline. At the same time some of the inhabitants of Drummond Island moved south to the L'Arbre Croche area of the lower Michigan peninsula where they became influential among the Catholic Ottawa. One of these Indians, Assiginac or Ossiganac, whom Schoolcraft reported had formerly been an interpreter at the British post on Drummond Island, would initiate the offer to sell that Island, which he claimed had been abandoned, to the United States in February 1834.<sup>146</sup> His brother, Mackatabenese, who also emigrated to L'Arbre Croche, was the father of a young Ottawa who was educated in white schools and groomed for a leadership role until tragedy prematurely ended his life. Through the influence of these two brothers, Apokisigan, an Ottawa leader at L'Arbre Croche, was converted to Catholicism. Experiencing conflict with their traditionalist kinsmen, Apokisigan's followers broke away in 1829 to found Weekwitonsing village just north of Little Traverse Bay. This settlement soon became known as a progressive center for agricultural development. Apokisigan, its chief spokesman, would be a major participant in the 1836 treaty negotiations and a willing exponent of a land cession by the Ottawas.<sup>147</sup>

## **Cass Appointed Secretary of War and the Growth of Michigan**

In the summer of 1831, Lewis Cass was called to Washington by President Jackson to become the Secretary of War and to supervise the removal of the eastern Indians. Although it was not so intended, a vacuum was thereby created in the Michigan territorial governor's office that lasted until statehood in 1837. To succeed Cass, Jackson appointed George B. Porter of

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<sup>146</sup> Ossiganac, as Schoolcraft spelled his name, also supplied Schoolcraft with an origin story about the Ottawas. Schoolcraft, *Personal Memoirs of a Residence of Thirty Years with the Indian Tribes on the American Frontier*, pp. 465 and 483 [\[HRA013756\]](#).

<sup>147</sup> For Drummond Island see W. Sheridan Warrick, "The American Indian Policy in the Upper Old Northwest Following the War of 1812," *Ethnohistory* 3 (Summer, 1956), p. 117 [\[HRA013758\]](#) and McClurken, "We Wish to be Civilized," p. 166 [\[HRA013768\]](#). When the British withdrew from Drummond Island, they established their new Indian outpost at Penetanguishene, some two hundred miles to the east in Georgian Bay. Thereafter, they announced in 1837 that they would cease to give presents to American Indians. For the movement of influential Ottawas from Drummond Island to the L'Arbre Croche area in the 1820s, see McClurken, "We Wish to be Civilized," p. 139 [HRA013769](#).

Pennsylvania, but Porter found the demands of his law practice more attractive than the governor's job, and he spent little time in Michigan. One of his few achievements was the negotiation of the 1833 treaty with the Potawatomi by which they relinquished title to all but a few parcels of their former homeland. Under the laws of Michigan, during the absence of the governor, the territorial secretary became the acting governor. Jackson's appointee to this position, John T. Mason of Virginia, soon left for greener pastures but not, however, before installing his nineteen year old son, Stevens T. Mason, in the position. During Porter's frequent absences, young Mason, despite questions about his age and experience, functioned as governor and superintendent of Indian Affairs. When Porter died suddenly in 1834, Mason became, in effect, the acting governor for the remainder of the territorial period and proved so popular that he was elected the first governor of Michigan.<sup>148</sup>

Throughout its long territorial period, Michigan lagged behind other areas of the Old Northwest in terms of population until the 1830s. The first surveyors into the territory after the War of 1812 painted a dismal picture of a land covered in swamps. Land sales did not begin until 1818, and under the land laws in effect at that time, federal lands could not be sold in parcels smaller than 160 acres. Further, they were auctioned to the highest bidders, a practice that discouraged small farmers. By 1820 the total population of the territory was only 8,765.<sup>149</sup>

Lewis Cass worked diligently to open Michigan to settlers. As indicated earlier, in 1819 and again in 1821 he negotiated treaties with the Indians that opened southern Michigan to settlement, and once the Erie Canal was completed in 1825, Cass spearheaded efforts to open a road from Detroit to Chicago. The opening of the Erie Canal, however, proved more of a boon to Chicago and Illinois than it did to Michigan. Nevertheless, the population slowly increased in the 1820s. The 1830 census revealed that the population had reached 31,640, a figure that was still significantly below the 60,000 requirement of the Northwest Ordinance for admission to statehood. Thereafter, except for temporary setbacks during the Black Hawk War in 1832 and a

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<sup>148</sup> The standard histories of Michigan demonstrate considerable variation in the details of the Porter-Mason years but they are in agreement that after Cass there was an administrative vacuum in the governor's office until statehood. Since the territorial governor was also the superintendent of Indian Affairs, it meant that young Mason was the conduit through which Indian Affairs were conducted from 1831 to 1836. See Thomas M. Cooley, *Michigan, A History of Governments* (Boston: Houghton Mifflin Co., 1899), p. 208 [\[HRA013770\]](#); F. Clever Bald, *Michigan in Four Centuries* (New York: Harper & Brothers, 1954), pp. 187-189 [\[HRA013780\]](#); Alec Richard Gilpin, *The Territory of Michigan, 1805-1837* (Lansing: Michigan State University, 1970), pp. 140-142 [\[HRA013783\]](#); and Bruce Catton, *Michigan* (New York: W.W. Norton and Co., 1984), p. 90 [\[HRA013642\]](#).

<sup>149</sup> Bald, *Michigan in Four Centuries*, p. 151 [\[HRA013280\]](#).

cholera outbreak spread by soldiers sent to fight the war when an estimated seven percent of Detroit died, the population began to accelerate rapidly. A census that was commissioned in 1834 in preparation for statehood application, revealed that the population in that portion of the territory designated for statehood had reached 85,856.<sup>150</sup> Land sales also reflect the territory's growth: 92,332 acres, mainly in the Detroit area, in 1825; 217,267 acres in 1831; over 447,780 in 1833; and more than 4,000,000 in 1836, the year Michigan was granted statehood. Federal revenue from the 1836 land sales set a record "never to be equaled by any state."<sup>151</sup> Much of the settlement between 1831 and 1836 took place in southwestern Michigan, in the area south of the Grand River which the Potawatomi relatives of the Ottawas had ceded in the 1821 and 1833 treaties. In 1831 the General Land Office opened a land office in White Pigeon, another in Kalamazoo in 1834, and a third at Ionia on the Grand River in 1836. The town of Grand Rapids was created in 1831 by the fur trader, Louis Campeau, who platted it in 1833, and the trader Rix Robinson, who would play a major role in advising the Grand River Ottawa to sign the 1836 treaty, laid out the town of Grand Haven in 1835.<sup>152</sup> The Grand River Ottawa, who had been concerned about the white advance ever since the 1821 treaty ceded all Indian land south of the Grand River, could clearly see that their land was next on the settlement list.

## **L'Arbre Croche Ottawas Initiate Land Cession Discussions, 1833-1834**

It was during the late fall of 1833 that the Ottawas first broached the subject of a land cession. This first overture became lost in the office of Territorial Governor George Porter in Detroit, and the delay in responding to the Ottawa's request would become the source of Ottawa dissatisfaction with the new agent, Henry Schoolcraft, that would grow with the years.

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<sup>150</sup> Gilpin, *The Territory of Michigan*, p. 153 [\[HRA014742\]](#). The 1830 census indicated a population of 31,640. Thus, between 1830 and 1834 the population had swelled by some 54,000 persons. By 1840 it had reached 211,267. See Bald, *Michigan in Four Centuries*, p. 155 [\[HRA013280\]](#).

<sup>151</sup> Bald, *Michigan in Four Centuries*, p. 155 [\[HRA013280\]](#); Paul W. Gates, *History of Public Land Law Development* (Washington, D.C.: G.P.O., 1968), p. 296 [\[HRA013786\]](#). In 1820 a change in federal law authorized a reduction in the number of acres that could be sold from the public domain to 80 acres and a subsequent law in 1832 reduced the acreage to 40 acres, thereby stimulating sales to small farmers and encouraging immigration to the frontier regions.

<sup>152</sup> Bald, *Michigan in Four Centuries*, pp. 155, 170 [\[HRA013790\]](#); Willis F. Dunbar, *Michigan: A History of the Wolverine State* (Grand Rapids: William B. Eerdmans Publishing Co., 1970), pp. 240-241 [\[HRA013788\]](#).

In November 1833, Schoolcraft notified Porter that he had been approached by a number of “Ottawa chiefs” for “permission to visit Washington” where they intended to meet with the President upon “the subject of their lands in the Peninsula” They intended to make their journey in the spring of 1834. The delegation was led by some of the same Indians who had responded to Schoolcraft’s initial letter of greetings to the Ottawas in the summer of 1832. Only in March 1834 did Porter discover the letter which he then forwarded to commissioner Herring.<sup>153</sup> Herring responded on April 16, informing Porter that there was “no fund at the disposal of the Department which can be applied to defray the expenses of such an object,” and that he thought it “inadvisable” for the Indians to proceed on their own since it would “subject them to considerable expense without corresponding benefit.” Schoolcraft was to convey this message to the Ottawas.<sup>154</sup>

According to Schoolcraft’s *Personal Memoirs*, he then received an “official visit from Ossiginac [Assiginac], and seven men from the village of L’Arbre Croche” on February 5, 1834, in which they repeated their desire to “see the President, on the subject of their lands.” According to Schoolcraft, they were concerned about a number of things: many of their lands were now “denuded of game;” Drummond Island “had been abandoned” and the Ottawas wanted “compensation for it;” “they were poor and indebted to the traders;” they feared that the “settlements would soon intrude on their territories;” the steamboats on the lakes were cutting wood without compensation to the Indians. He immediately “embodied Ossiginac’s remarks” in a letter to Washington which he dispatched on February 7, 1834.<sup>155</sup>

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<sup>153</sup> Schoolcraft to Porter, November 21, 1833 [\[HRA013807\]](#); M234, roll 402, p. 106 and M1, roll 69, p. 18 [\[HRA000863\]](#). Porter to Herring, March 29, 1834 [\[HRA013806\]](#); M234, roll 402, p. 105. In his letter of November 21, Schoolcraft listed as chiefs four Ottawas, two of whom, the Wing and Pabamitabi, had been mentioned in the 1832 correspondence. Neither of these men signed the 1836 treaty but Pabamitabi was listed as a “chief of the second class” from Cross village. A third “chief,” whose name Schoolcraft spelled as “Pakuzzigan” was undoubtedly Apokisigan.

<sup>154</sup> Herring to Porter, April 16, 1834 [\[HRA013809\]](#); M21, roll 12, p. 301

<sup>155</sup> Schoolcraft, *Personal Memoirs*, p. 465 [\[HRA013756\]](#). This entry in Schoolcraft’s *Personal Memoirs* brings to the fore a problem that should be explained before proceeding with this narrative. Several times in the *Personal Memoirs* Schoolcraft refers to “private letters” that he used in reconstructing the events of the past thirty years. Some of these were apparently from and to Lewis Cass; see *ibid.*, pp. 404-405 [\[HRA013665\]](#). I found no entry of the February 1834 meeting with Ossiginac described above in either M1 or M234 and thus it is possible that knowledge of Ossiginac’s concerns was not conveyed either to Schoolcraft’s immediate superior, the Michigan superintendent of Indian Affairs, or to the commissioner of Indian affairs in Washington. See also Schoolcraft to McKenney, August 25, 1830; M234, roll 770, p. 108 for reference to a “private and confidential letter.” [\[HRA015043\]](#)

Thus, by the spring of 1834, the Ottawa at L'Arbre Croche had twice made clear their desire to effect some kind of understanding with the United States that would involve financial assistance in exchange for a cession of some of their lands. They had also indicated that they intended to conduct negotiations directly with the President and not through their agent, Henry Schoolcraft. They had received no replies to their inquiries so far as I can determine, but the commissioner of Indian affairs had informed Schoolcraft that he should advise the Ottawas against such a visit. Then in the summer of 1834 additional concerns were added to those of the L'Arbre Croche Ottawas.

In June 1834 the L'Arbre Croche Ottawa leader, Pawkoozzagan<sup>156</sup> visited Schoolcraft to express his concern that Potawatomis from below Grand River, who had just the year before signed away their remaining lands in Michigan, were on their way to his village to request permission to settle there. The Ottawa leader expressed his fear that the "temper and habits of the Pottawattomis [sic] will not harmonize with the Ottawas." Schoolcraft replied that this was a policy matter which he was referring to the "Department," but that in the meanwhile he advised the leader that no such arrangement "should be made." The movement of the Potawatomis into his jurisdiction would create a "concentration of Indians in the peninsula" that could not possibly be "permanent" and certainly was not "desirable." They would place an intolerable burden upon his already insufficient budget for "provisions and occasional clothing" and they would swamp the blacksmith shop "which is already overburdened with mending."<sup>157</sup>

## **Budget Cuts Close Blacksmith Shops, 1834**

Hardly had Schoolcraft indicated his opposition to the potential Potawatomi migration to L'Arbre Croche than word arrived of the reorganization of the Indian Office on June 30, 1834. By this legislation the *de facto* merger of the Sault Ste. Marie and Mackinac agencies which had occurred in 1832, became law. The obvious downsizing of Indian Office personnel that the act contained also resulted in budget cuts that were announced later that summer when the Indian appropriations act was passed. The most significant cut in the budget of Schoolcraft's agency

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<sup>156</sup> The spelling of this Ottawa headman's name is Schoolcraft's. I deduce that the Pawkoozzagan in this letter is the same "Pakuzzigan" who first met with Schoolcraft in November 1833, the same Apawkozigun from L'Arbre Croche who signed the 1836 treaty, and the same man whom McClurken has designed Apokisigan.

<sup>157</sup> Schoolcraft to Porter, June 5, 1834; M1, roll 69, f. 28 [[HRA000864](#)]



was the deletion of funding for the blacksmith shops at Sault Ste. Marie and Mackinac.<sup>158</sup> In August 1834 Schoolcraft assembled a “full council of the Chiefs and principle [sic] men of the Ottawas and Chippewas of this vicinity” to inform them of the closing of the blacksmith shop and other matters. From this time forward, restoration of the blacksmith shops became a major concern of the Indians..

In his report on this council, Schoolcraft noted that the Indian leaders “deeply feel the withdrawal of the [blacksmith] Shop.” Acknowledging that the provision of the blacksmith was a gift and that they had no right to its continuance, they observed that many years before their ancestors had freely given to the United States the nearby island of Bois Blanc. That was at a time when they thought “but little of the gift” because “their means were ample.” Since then their situation had changed. “Their means of living have since declined, they have no annuity to depend upon,” and they therefore requested that the President and the Congress now grant them an “equivalent” of Bois Blanc in the form of the “continuance of the shop...and also a small annuity in provisions and an extra quantity of tobacco” in consideration of “their present impoverished state.”<sup>159</sup>

Schoolcraft recommended to Superintendent Mason that the council’s request be granted, saying that “friendly relations” with these Indians would thereby be strengthened. Such an arrangement, he suggested, could be effected without a formal treaty. However, he also suggested that if their requests were honored, they should be required to cede “a tract to include Presque Isle harbor, which is one of the best and most easily [indecipherable, perhaps “entered” or “extended”] on Lake Huron and is about to become of importance as a wood yard for steam-boats.”<sup>160</sup>

On August 26, 1834, Mason replied saying that he concurred “fully with you in your views of the course which should be pursued towards the Ottawas and Chippewas within your Agency

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<sup>158</sup> 4 Stat. 729-738 [\[HRA011007\]](#). See also Herring to Porter, July 2, 1834, in Carter, *The Territorial Papers of the United States*, Michigan XII: 780-782 [\[HRA014744\]](#). I found nothing in the archival records relating to the blacksmith’s shop for the Grand River Ottawas. By the terms of the treaty of 1821, these Ottawa received an annual appropriation for the maintenance of a blacksmith shop for ten years. Since there was no protest from these Ottawas I conclude that the blacksmith shop was continued, with the expense perhaps absorbed by the mission of Leonard Slater at the Thomas colony.

<sup>159</sup> Schoolcraft to Mason, August 18, 1834; M234, roll 402, f. 91 [\[HRA013814\]](#). There are four identical transcripts of this document, all containing identical critical errors, that were apparently used in the earlier case of *U.S. v. Michigan*.

<sup>160</sup> Ibid [\[HRA013814\]](#).



and have so expressed myself to the Commissioner of Indian Affairs.” He also instructed Schoolcraft that while he was awaiting a “definite conclusion” on the part of the Indian Office about the continuance of the blacksmith shop at Mackinac, Schoolcraft should plan to continue its work through December 31, 1834, after which date it would be closed.<sup>161</sup> Correspondence concerning the extension of the blacksmith shop continued through the fall of 1834, but despite hopes that Congress might reconsider and appropriate funds for its continuance after December 31, 1834, the decision stood and the blacksmith shops were closed effective that date.<sup>162</sup>

The controversy over the closing of the blacksmith shops appears to have galvanized the Indians of Schoolcraft’s agency into more militant action than had heretofore been the case. A few weeks after they sent their petition to Congress, they met again and this time “demanded, in council,” payment by the government for wood that had been taken by the “crew of a light ship on Crane Island” and by the crews of various other ships entering Lake Michigan. The latter group, they stated, had been guilty of “extensive depredation.” In forwarding their demands to Commissioner Herring, Schoolcraft added that the Indians had also “repeated their request” made the previous year “for permission to visit the President.” Secretary Stevens T. Mason also added his voice to their appeals for restoration of the blacksmith shops saying that “the allusions made by the Chiefs to their impoverished condition are not overdrawn”<sup>163</sup>

Commissioner Herring swiftly rebuffed the Ottawa’s demands. On November 19, 1834, he informed Schoolcraft that the “demands of the Chippewas are of a character that have never been admitted, and cannot now be allowed by this Department.” As for their request to come to

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<sup>161</sup> Mason to Schoolcraft, August 26, 1834; M1, roll 71, p. 460 [\[HRA013817\]](#).

<sup>162</sup> Stevens T. Mason to Herring, September 15, 1834 [\[HRA001379\]](#); M234, roll 421, f. 534. W.V. Cobbs (commanding officer, Ft. Brady, Sault Ste. Marie) to Superintendent of Indian Affairs, Detroit, September 23, 1834 [\[025362\]](#), M234, roll 402, p. 97. In October 1834 Schoolcraft forwarded petitions from a large number of Ottawa and Chippewa leaders to the Senate and the House and to the President in which the Indians formally made their request for an extension of the blacksmith shop and reminded the congressmen that in better day they had been generous in making a gift to the United States of Bois Blanc island. I did not find any evidence that the petition was answered. See M234, roll 421, f. 475 [\[HRA001374\]](#).

<sup>163</sup> Schoolcraft to Herring, October 25, 1834 [\[HRA013819\]](#); M234, roll 402, f. 149. Mason to Herring, October 26, 1834; M234, roll 402, p. 103 [\[HRA013820\]](#). The destitute condition of many Indians was also reported by Major W.V. Cobbs at Fort Brady. In August 1834, when reporting that he had assumed the duties formerly performed by the subagent at Sault Ste. Marie, he informed Secretary of War Lewis Cass that “There has been an unusual number of Indians in this summer, about 500, all destitute of every thing and many of them in a starving condition.” Cobbs to Secretary of War, August 1, 1834; M234, roll 421, p. 471 [\[HRA013821\]](#).

Washington to present their views, Herring referred Schoolcraft “to the instructions heretofore given, that no part of their expenses will be paid, nor will any business be done with them.”<sup>164</sup>

## **The Entrance of Augustin Hamlin, Jr.**

At this point in the record there is a lapse in the correspondence on the topics of closing the blacksmith shops and the Ottawa desire to visit Washington until the following spring. I am unable to account for this lapse except to suggest that once winter set in, there was very little contact between the Indians and their agent. But there is one important event that did take place during the fall of 1834 that has a bearing on later developments. It was at that time that the young Métis-Ottawa scholar, Augustin Hamlin, Jr., returned to his native village after five years abroad in Rome. As James McClurken has pointed out in his detailed study of Hamlin, this twenty two year old young man had considerable ambition for himself and for his people.<sup>165</sup> Potentially better able to bridge the gap between Indian and white society than anyone else among the Indians because of his education, he immediately became a force in articulating the desires of the L’Arbre Croche Ottawas. Convinced of the righteousness of his cause and deeply suspicious of the government’s intentions for his people, Hamlin centered his criticism on Henry Schoolcraft, whom he blamed for every wrong imposed upon the Ottawas. For his part, Schoolcraft, whose authority and intentions had never before been questioned, did everything he could to undermine Hamlin’s efforts. The two became bitter enemies, and their quarrels embittered Indian-government relations at a particularly sensitive time.

Hamlin was born on July 12, 1813, at an Ottawa village north of Little Traverse Bay. His father was a voyageur-trader of French, Ottawa, and Chippewa descent; his mother was an Ottawa woman. His uncle, Mackatabenese, was one of the few Ottawa interested in education, and when a Protestant mission school was begun at Mackinac, Mackatabenese immediately enrolled his son, William; a daughter, Margaret; and his nephew, Augustin Hamlin, Jr. Although they only attended the school for one year before being withdrawn to attend a Catholic school at L’Arbre Croche, the three young Ottawas apparently applied themselves so well that under

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<sup>164</sup> Herring to Schoolcraft, November 19, 1834; M21, roll 14, f. 175 [\[HRA013823\]](#).

<sup>165</sup> James M. McClurken, “Augustin Hamlin, Jr.: Ottawa Identity and the Politics of Persistence,” in James A. Clifton, ed., *Being and Becoming Indian, Biographical Studies of North American Frontiers* (Chicago: The Dorsey Press, 1989), pp. 82-111 [\[HRA013824\]](#).

Catholic auspices they were later sent to Cincinnati to complete their education. After three years in Cincinnati William and Augustin were chosen by the Catholic clergy to attend a seminary in Rome. Margaret completed her education and then returned to L'Arbre Croche where she became a teacher in schools administered by the Catholic diocese of Detroit with federal support.

According to what I would term a legend, preserved by William's younger brother, Andrew J. Blackbird, in his *History of the Ottawa and Chippewa Indians of Michigan*, young William Mackatabenese (Blackbird) was destined for great things at an early age. While a youth, he disappeared for several days while the family was at its winter camp. His survival was attributed to the ministrations of "angelic beings." While he was in Rome, preparing for the Catholic priesthood, he was considered "very promising" by his superiors and he "received great attention from the noble families on account of his wisdom and talent and his being a native American...." According to Andrew Blackbird, while William was in Rome he began to write to "his people at Arbor Croche" to advise them against any negotiations with the U.S. government that might imperil their lands, and he confided to his cousin, Augustin Hamlin, Jr., the night before he died that when he returned to America he would see to it that his people were never compelled to remove west of the Mississippi river. On June 25, 1833, he was murdered in his seminary quarters; the perpetrators were never apprehended. The rumor was that he was killed by jealous fellow students who resented an Indian "who had attained the highest pinnacle of science and who had become their equal in wisdom...." Some said it was because he was counseling his people to resist the demands of the U.S. government. In any event, it was his cousin, Augustin Hamlin, Jr., who never finished his studies in Rome, who returned to L'Arbre Croche to take up the cause in the fall of 1834.<sup>166</sup>

## Michigan Statehood

By the spring of 1835, events in Michigan were hastening toward a climax. The census completed the previous fall indicated that Michigan had more than enough people to become a state. The young acting governor, Stevens T. Mason, believed this was enough to entitle the

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<sup>166</sup> Andrew J. Blackbird, *History of the Ottawa and Chippewa Indians of Michigan* (Ypsilanti: The Ypsilantian Job Printing House, 1887), pp. 31-43 [\[HRA013840\]](#); McClurken, "Augustin Hamlin, Jr.: Ottawa Identity and the Politics of Persistence," pp. 88-90 [\[HRA013824\]](#). How William became acquainted with developments at L'Arbre Croche when no Indian there was able to write and at a time when removal had not yet been discussed is not explained.

territory to statehood without formal approval by the Congress. In April 1835 he called a state constitutional convention. The constitution which the convention drew up was submitted to the voters and approved by them in October. Meanwhile, a struggle had erupted between Michigan and Ohio over a strip of land in what is now northern Ohio that both claimed. Both governors sent militia into the area to assert their claims, and, while violence was averted, officials appointed by Ohio were arrested by the Michigan militia. At this point President Jackson sent negotiators to the area, but they failed to reach a compromise since Jackson had given his support to the Ohio claim. When Mason refused to back down from Michigan's claim to statehood, Jackson dismissed him in August 1835 and replaced him with John S. Horner, whom the territorial legislature and the people of Michigan largely ignored. In November 1835 elections were held in Michigan. Stevens T. Mason was elected governor, and two senators and one representative were chosen and immediately sent to Washington to represent the new state.<sup>167</sup>

Throughout this period of political turmoil in 1835, events were also rapidly moving toward a climax on the Indian front. Much of the correspondence upon which my account rests went through the office of the territorial secretary in his capacity as superintendent of Indian affairs. This meant that until August 1835 correspondence was addressed to Mason, and even after that date some of it continued to be addressed to him. Schoolcraft, for instance, did not learn of Horner's appointment until October 7 when newspaper reports arrived at Michilimackinac.<sup>168</sup> Horner's brief tenure as territorial governor, his unfamiliarity with Michigan issues, and the widespread doubts about his authority all made for difficulties in correspondence at a crucial time. Some correspondence appears to have been lost.<sup>169</sup> There is little wonder that Henry Schoolcraft, the person who was primarily handling Indian affairs in the territory, ultimately took

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<sup>167</sup> This account of the statehood movement in Michigan is taken from the following sources: Cooley, *Michigan, A History of Governments*, pp. 208-226 [[HRA013770](#)]; Bald, *Michigan in Four Centuries*, pp. 193-202 [[HRA013859](#)]; and Catton, *Michigan*, pp. 91-93 [[HRA013642](#)]. The federal government refused to accept either the Michigan constitution or the congressmen it elected in the fall of 1835. In the spring of 1836 a bill was passed which stated that Michigan could become a state only when it recognized Ohio's ownership of the disputed strip of land. As compensation, the bill provided for the addition of the upper peninsula to Michigan's lower peninsula boundaries. The Michigan legislature initially rejected this proposal but, in January 1837, it reluctantly accepted it and Michigan was accepted as the twenty sixth state of the Union. Governor Horner was eventually transferred to another territorial position farther west.

<sup>168</sup> Schoolcraft to Horner, October 7, 1835; M1, roll 69, p. 129 [[HRA013866](#)].

<sup>169</sup> Some of the correspondence during this period refers to other correspondence for which I find no record. Thus, it is not always clear what some sections of the surviving correspondence are referring to.

matters into his own hands at a critical point in the autumn of 1835 and began to deal directly with Washington.

## **Initial Steps Toward a Cession Treaty, 1835**

It was in June 1835 that the movement to purchase Indian lands in the western portion of the lower peninsula and the eastern portion of the upper peninsula began in earnest. It began on a very modest scale in the form of yet another attempt on the part of Indians to sell Drummond Island to the United States. On June 19, 1835, two “deputies sent by the band on Ottawa Island” came to Mackinac with a proposal to sell “their claim to Drummond Island.”<sup>170</sup> It was their intent to “emigrate from this part of the Lake Huron,” Schoolcraft reported. Accompanying this request to sell, which Schoolcraft simply forwarded to Washington for action, was a statement by Schoolcraft that the recent sale of Indian lands in the Chicago area (a reference I presume to the 1833 Potawatomi treaty) “and the rapid extension of settlements up the peninsula of Michigan,” had set in motion “some movements...among the lake bands” that were causing them to retreat “northwardly...returning on the track of their migration.” This was true, he said, of the Potawatomis “who do not elect to go west” and also of some Ottawas who were making “incipient arrangements to go to the Lake Huron borders and islands of Upper Canada....” Against the background of this Indian retreat to Canada, a new band of Ottawas, apparently unconnected with those from L’Arbre Croche led by Assiginac, were now seeking to sell their interest in Drummond Island. The opportunity for a land purchase or cession was clearly at hand.

Schoolcraft’s letter requesting instructions on what he should do about the Drummond Island offer sat on the secretary of war’s desk for two months before it received a reply in late August 1835. The secretary had been “absent,” Indian commissioner Elbert Herring wrote, but since his return he had studied the Ottawa Island Indians’ proposal and determined that while “it has not hitherto been contemplated by the government to extend their purchases into Lake Huron,” if the Indians were disposed to sell on “reasonable terms,” their proposition would be considered. Nothing, however, could be done without the approval of Congress. Almost as an aside, Herring then appended a single sentence conclusion to his response. “You are also requested to ascertain if the Indians residing north of Grand River are willing to part with any portion of their lands,

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<sup>170</sup> Schoolcraft to Herring, June 20, 1835 [\[HRA013867\]](#); M234, roll 402, f. 180

and if they are, to what extent, and upon what terms.”<sup>171</sup> Thereafter, events moved rapidly toward a cession.

In July 1835 the Chippewas at Sault Ste. Marie added their pleas to restore the blacksmith shop to that of their brothers at Mackinac. Their spokesman informed Major Cobbs that he had been present in 1820 when Cass had come to the Sault to establish the American claim to the former French and British territory. He had heard with his own ears a promise to establish a blacksmith at the Sault and he acknowledged that the United States had faithfully maintained the shop “until last winter.” They were very poor, the spokesman stated, and they asked their “great White Father” to take pity on them and restore the shop. “[O]ur guns, traps, and spears are all out of order and we have no place to get them repaired....”<sup>172</sup> At a time when the supply of game had been failing for some time, the loss of their means of hunting and trapping obviously spelled additional hardship for these Indians.

Following receipt of Herring’s instruction to inquire about the willingness of the Grand River Ottawa to cede their land, Schoolcraft replied on September 12, 1835, that he would take “immediate measures” to comply.<sup>173</sup> Only five days later on September 17, 1835, he advised Stevens Mason that “the Indians of the peninsula are discussing the question of selling their lands to government” as a result of “an inquiry...made to them by the War Department through me.” According to Schoolcraft, he had conducted a “council this day” with an unidentified group of Indian leaders who “strongly brought forward a request to visit Washington, to express their view verbally.” Schoolcraft thought this course of action was impractical in view of the fact that “The season is now so late, it would be impossible for me to collect a proper deputation....” Instead, he proposed that he travel alone to Washington “to converse with the President and Secretary of War...on the preliminary points of a treaty....” Such a course, he urged, had been suggested by “[s]everal of the chiefs” and “would secure all the advantages of a deputation from the bands.” Moreover, the Indians’ personal observations were “an object of little moment.” If Mason and the Indian Office should concur with this suggestion, Schoolcraft advised, it would be necessary for him to receive an “early reply” to this letter, “to enable me to leave the Agency

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<sup>171</sup> Herring to Schoolcraft, August 29, 1835 [\[HRA013869\]](#); M21, roll 17, p. 27.

<sup>172</sup> Cobbs to Herring, July 2, 1835 [\[HRA013870\]](#); M234, roll 421, f. 699

<sup>173</sup> Schoolcraft to Herring, September 12, 1835 [\[HRA013872\]](#); M234, roll 402, f. 184.

before the setting in of winter.”<sup>174</sup> This letter arrived in Detroit after Mason had been dismissed by President Jackson. It would not be until November that Mason’s successor, John Horner, would seek a reply to Schoolcraft’s request.

About the time that Schoolcraft suggested that he alone should come to Washington to discuss a cession, he received a letter from Major Cobbs at Sault Ste. Marie in which Cobbs said that he had been directed by the commissioner of Indian affairs to contact Schoolcraft concerning a claim by the Chippewas that they had been promised a blacksmith’s shop at the time of the 1820 treaty. “In justice to the government,” Schoolcraft replied, no such promise had been made. He had been present at the 1820 negotiation, and he was “certain...no request was made by the Indians to have a smith’s shop established.” He agreed, however, with Cobbs that the blacksmith shop “would be of the greatest utility to the Indians” and should be maintained. The way to do this was to persuade the Chippewas to “transmit an offer, through you to the department, to sell a portion of their lands connecting the two posts of Mackinac and Fort Brady, including the national boundary on Upper Canada....” If they would agree, Schoolcraft thought it could be arranged to leave them small reservations within the ceded area, “including their villages, and the right to hunt and live on the tract, until it is required.” In return, the restoration of the blacksmith shop would “probably come in, as one of the equivalents, and they may further secure a small annuity.” Such an arrangement would have the added advantage of ridding “us of the complaints of the Indians for trespass on their lands, and would also permit the citizens on the Straits of St. Mary’s, to occupy without license, the fishing grounds, for which they have (within the last year) been so clamorous.”<sup>175</sup> It is evident that Schoolcraft saw in the decision to close the blacksmith shops, upon which the Indians at Sault Ste. Marie and Mackinac had become so dependent, a mechanism for securing the land cession that commissioner Herring had hinted at in his August 29 letter.

While Schoolcraft was putting together these various strategies to secure the Indians’ consent to relatively small cessions, Apokisigan and Augustin Hamlin, Jr., of L’Arbre Croche took matters into their own hands. On October 31, 1835, Schoolcraft notified Indian commissioner Herring that according to credible information he had just received, the two men had

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<sup>174</sup> Schoolcraft to Mason, September 17, 1835 [\[HRA000868\]](#); M1, roll 36, f. 098 and M1, roll 69, f. 111.



“clandestinely left” L’Arbre Croche for Washington, D.C., despite Schoolcraft’s “instructions, based on those of the Department, which have been faithfully explained to them.”<sup>176</sup> His authority thus challenged, Schoolcraft hurriedly began to gather evidence of the Indians’ willingness to cede their land and to prepare himself for a journey to Washington.

We know very little about the plans of Apokisigan, but there are two documents that made their way to the Indian Office that shed some light on his position. In mid-November 1835 the Catholic bishop of Detroit, Frederic Rese, wrote to John Norvell, United States Senator from Michigan. As the bishop of Detroit, Rese was in charge of the Catholic school at L’Arbre Croche, and he was also a confidant of Augustin Hamlin, Jr.. The purpose of the bishop’s letter was to enclose a letter from an unidentified author who had been in touch with Hamlin. His letter indicates that “the Indians of L’Arbre Croche” had visited Senator Norvell in Detroit on their way to Washington and had apparently had sought his aid. They had also talked to the bishop in an effort to gain his support. They wanted to know “at the source of information how their affairs stand.” For his part, the bishop said he was maintaining a neutral position toward the decision of Apokisigan to travel to Washington. He “did neither persuade them to nor dissuade them from going to Washington,” but he hoped that Norvell would “help them in obtaining their traveling expenses.” Once they learned “exactly the view of the government relative to their future prospects of existence,” he believed, “they will be satisfied.”<sup>177</sup>

The second document, unsigned and with no date, is a report, probably prepared for the Commissioner of Indian Affairs, of a conversation with Augustin Hamlin, Jr. The Indians “wish to sell the Manitou Islands<sup>178</sup> with other lands on the north side of the Straits of Mackinac,” it states, but “[t]hey are unwilling to cede all their lands & remove...[they] prefer to remain &

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<sup>175</sup> Cobbs to Schoolcraft, September 15, 1835; M1, roll 72, p. 241 [\[HRA013873\]](#). Schoolcraft to Cobbs, September 23, 1835; M1, roll 69, f. 112 [\[HRA000869\]](#).

<sup>176</sup> Schoolcraft to Herring, October 31, 1835; M234, roll 402, f. 201 [\[HRA013874\]](#). In this letter, Schoolcraft referred to “Pawkozigun,” one of the many variants for Apokisigan. In a later letter, Schoolcraft identified Hamlin as a teacher in the Catholic missionary school at L’Arbre Croche. See Schoolcraft to Herring, November 2, 1835; M1, roll 69, p. 139 [\[HRA013875\]](#).

<sup>177</sup> Bishop Rese to Honorable John Norvell, November 18, 1835; M234, roll 421, f. 768 [\[HRA001406\]](#).

<sup>178</sup> The Manitou Islands lie just to the west of the Leelanau peninsula and Grand Traverse Bay. This is the only mention of the cession of these islands that I have seen. Perhaps with other Ottawas claiming the right to cede Drummond Island, the L’Arbre Croche Ottawas had come up with another area to sell to achieve their ends.



become subject to the laws.”<sup>179</sup> Their “principal object” in offering the islands for sale “was to procure means for paying their debts, amounting to about \$40,000.” The letter speaks to the dissatisfaction and distrust that the L’Arbre Croche Ottawas had in Schoolcraft, who, Hamlin said, had “not dealt openly with them.” Believing that Schoolcraft was “now on his way” to Washington in order “to fix preliminaries” for a land cession north of Grand River, the author said the Indians would only be satisfied if they were “assured they would be included in any arrangement” made by Schoolcraft for a land cession. The author also states that “this delegation” had been appointed in the spring of 1835 when a “council” was held at L’Arbre Croche. The document does not say what bands were represented at the council, but it does state that the Grand River bands and those immediately north of Grand River were not represented “nor was any white man.” The decision reached at that time was that these Indians “would not agree to sell any part of their lands, except the Manitou Islands & the tract north of the Straits.”<sup>180</sup> The author then concludes with the statement that it would be the “best course for the gov’t.” to assure these Indians that they would be included in any arrangements agreed upon for a land cession. The only question, he adds, “then would be, shall their expenses be paid?”<sup>181</sup>

Shortly after Apokisigan and Hamlin departed for Washington, Schoolcraft advised Indian commissioner Herring that “in compliance with your instructions of the 29th August” he had taken steps to “ascertain the feelings of the Indians as to a cession of lands north of Grand River.”<sup>182</sup> For several years “events...have been preparing the peninsular Indians for the question, which has been much discussed by them, during the last year,” he reported. He had now received replies from the “eastern, middle and northwestern portions of the country favourable [sic] to a cession, on liberal considerations, with reservations, and a defined right of

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<sup>179</sup> Identified only as “L’Arbre Croche Indians, 2 enclosures;” [\[HRA001408\]](#) M234, roll 421, f. 770. The cover sheet for this letter is mainly illegible but the letter itself refers to Bishop Rese’s letter to Senator Norvell and to Schoolcraft’s September 17, 1835, letter and there is a reference to Schoolcraft’s request in that letter to come “here,” i.e. to Washington, D.C. I deduce from these remarks that the author of this document was someone in the Indian Office who talked to Augustin Hamlin after his arrival in Washington, sometime in late November or early December 1835.

<sup>180</sup> Ibid [\[HRA001408\]](#).

<sup>181</sup> Ibid [\[HRA001408\]](#).

<sup>182</sup> This was the letter in which Herring had instructed Schoolcraft to see if the Indians north of the Grand River were willing to sell any of their lands.

hunting on the lands sold. And the designation of a future place of permanent residence by the government.”<sup>183</sup>

If Schoolcraft did indeed receive favorable replies from the Indians in the “eastern, middle and northwestern portions” of the 1836 cession area, they must have been oral replies for I found no record of written replies in the archival files. He did report that he had received objections to a cession of the size under consideration from the “Indians of L’Arbre Croche,” but he dismissed them because these Indians “occupy...but a limited portion of the country” and were ignorant “of their true position.” Their objections, he assured Herring, “are susceptible of being removed. I cannot conceive that any well grounded doubts can remain of the successful result of a negotiation.”<sup>184</sup>

Schoolcraft was, however, forced to admit that he had heard nothing from the “claimants to Drummond Island.” But, of “their willingness to accede to reasonable terms,” he had no doubts. The island would be an important acquisition because “it has several fisheries and affords one of the best harbours [sic] on Lake Huron.”<sup>185</sup> Obviously, Schoolcraft made no distinction between title to the fishing grounds and title to the island itself. If the United States succeeded in purchasing Drummond Island, it would also take title to the fishing grounds.

No sooner had Schoolcraft dispatched his optimistic letter about securing a cession of the Indian lands than he sent William Johnston, one of his brothers-in-law, to Sault Ste. Marie. Johnston was sent with a letter to Major Cobbs in which the Major was informed that Johnston had come “for the purpose of obtaining a definite proposition, from the claimants to Drummond Island...” Schoolcraft also asked Cobbs to inform him if the Indians of the Sault were “willing to part with any portion of their lands, for a moderate consideration.” Because he knew that the restoration of the blacksmith shop was uppermost in the minds of the Sault Chippewa and would

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<sup>183</sup> Schoolcraft to Herring, November 3, 1835 [\[HRA013876\]](#); M234, roll 402, f. 202. I am puzzled by the word “eastern.”

<sup>184</sup> Ibid [\[HRA013876\]](#). When he wrote that the L’Arbre Croche Ottawas objected to a cession, Schoolcraft must have meant that they objected to the cession of *all* land north of the Grand River. According to the documents, the L’Arbre Croche Ottawas were the *only* Indians willing to cede any lands at this time.

<sup>185</sup> Ibid [\[HRA013876\]](#).

be “important to a good understanding with them,” he offered to “cooperate” with Cobbs “in any measures you may suggest to procure its establishment.”<sup>186</sup>

## Schoolcraft Confers with Washington

At the same time that Schoolcraft dispatched William Johnston to Sault Ste. Marie, he made up his mind to travel to Washington to confer personally with the Indian commissioner and the secretary of war about a cession. There had been no reply to his suggestion of September 7 that he undertake such a journey, and the season for travel on the lakes was fast approaching its end. On November 9, 1835, he departed Mackinac for Detroit on “one of the latest vessels for the season.” There he was given a copy of a letter just received from the Office of Indian Affairs addressed to the superintendent of Indian affairs in Michigan, the recently appointed John S. Horner, in which Horner was instructed to inform Schoolcraft “immediately...that if he has not left his agency...he will not, as similar applications have been uniformly refused, and no sufficient reason is perceived for making an exception in this case.” But, there was a loophole in the instructions to Horner: “If Mr. Schoolcraft shall be on his way to this city, the Department will not interpose to prevent his coming here; but he must, for the reason above stated [i.e. that there were no funds to pay his expenses], pay his own expenses.” In a letter to Herring dated November 14, 1835, from Detroit, Schoolcraft notified him that “under the contingency anticipated [i.e. that he had already left his agency], I shall avail myself of your conditional sanction to proceed.”<sup>187</sup> Thus, as the result of a series of improbable events, a cession treaty in which the Indian Office had shown only mild interest and for which there had been very little

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<sup>186</sup> Schoolcraft to Cobbs, November 7, 1835 [\[003760\]](#); M1, roll 69, p. 143 Schoolcraft’s letter was not delivered to Major Cobbs until early January 1836. Cobbs to Schoolcraft, January 10, 1835 [\[HRA013878\]](#); M1, roll 72, p. 374.

<sup>187</sup> Schoolcraft, *Personal Memoirs*, pp. [524-527](#), [533-534](#). D. Kurtz (acting commissioner of Indian Affairs) to John S. Horner, November 2, 1835 [\[HRA013880\]](#); M21, roll 17, f. 235. See also a copy of this letter in M1, roll 72, f. 145 [\[HRA000084\]](#). Schoolcraft to Herring, November 14, 1835 [\[HRA013882\]](#); M234, roll 402, f. 210. The only Indian interest in a cession had been proposed by the Indians at L’Arbre Croche who were playing a game similar to that employed by the Potawatomis in their early treaty negotiations. They were willing to make a cession of Drummond Island to which they had only a tenuous claim and to the Manitou Islands off the coast of Little Traverse. Neither of these cessions would likely have affected any of the Indians of L’Arbre Croche.

A few days prior to leaving Mackinac Schoolcraft was advised by the “chiefs of this part of the peninsula” that a party of eighteen men were “engaged in cutting wood and timber on the Indian lands...northwest of Thunder Bay river.” He dispatched a letter “to the Person in charge” in which he asserted the “authority of the United States government,” on behalf of the Indians, against the removal of the timber. The Indians were willing “to grant permission” for the cutting and removal but only “on the promise to pay for the wood and timber thus taken. See Schoolcraft to “the Person in Charge of the Wood Party at Thunder Bay,” November 6, 1835 [\[HRA013884\]](#); M1, roll 69, p. 142.

Indian interest was about to be convened in Washington. An even more unlikely series of events would unfold once Schoolcraft arrived in Washington on December 20, 1835.

While Schoolcraft was making his way eastward in November-December 1835, word was received about overtures to other Indian groups in the cession area that had been set in motion prior to his departure. A “deputation of Indians from Grand river” contacted Indian Superintendent John Horner for funds to travel to Washington. Horner forwarded the request to Washington and received the standard policy statement: “this Department has no funds, out of which the expenses of a deputation of Indians...can be paid, and, as a general rule, the visits of Indians to this place have been discouraged, as they call for more time and attention than can be conveniently devoted to them....”<sup>188</sup> William Johnston also reported on his trip to Sault Ste. Marie saying that he had met with two “Chiefs” there; one of them was Washikee, Schoolcraft’s uncle-in-law. They told him “that they were willing to cede their lands...on reasonable terms” to be determined by their “Agent...with this provision, they to have a full right to hunt, on the ceded lands, as long as they were unoccupied; and to make such reservations as they think proper.” Johnston also reported that he had also “proceeded to the foot of Sugar Island” where another claimant to Drummond Island lived. This head man also gave his consent.<sup>189</sup>

On November 24, 1835, one week after William Johnston’s report on his trip to the Sault, he sent another letter to Schoolcraft in which he enclosed a “speech” that he said “conveys the feelings of the greater portion of the Chippewas and Ottawas, there being only a few exceptions at Little Traverse.” This same speech was also transmitted to Schoolcraft by Captain Clitz two days later. According to this document there had been a council at Little Traverse at an unspecified time during which Augustin Hamlin, Jr., charged that Schoolcraft was not being honest with the Indians, that he was working with “some great Farmers” to get the Indians’ land, that he had been stealing whatever goods were sent by the Great Father to the Indians, and that messages the Indians had sent to their Great Father through their agent were “burnt before it gets to him.” Hamlin also informed the council that if they were willing to accompany him to Washington, Bishop Rese would provide \$700 for their trip. But the real purpose of Johnston’s

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<sup>188</sup> D. Kurtz to Horner, November 2, 1835 [\[HRA000084\]](#).

<sup>189</sup> Johnston to Schoolcraft, November 17, 1835 [\[HRA000086\]](#); M1, roll 72, f. 156. Captain John Clitz to Herring, November 17, 1835 [\[HRA001398\]](#); M234, roll 421, f. 701. When Schoolcraft left Mackinac to go to Washington he had appointed Captain Clitz to take his place as acting agent at Mackinac.

message was that Hamlin had been repudiated by certain of the Indians in attendance. His words at the council, they said, had “imbittered [sic] our feelings.” These Indians, whose names are difficult to decipher, said at the time of the council that one of their members had wanted to consult with Schoolcraft and to obtain his advice but “was prevented by Augustin.” Now, in their “speech” they wished it to be known that Hamlin “has no right to go down and speak about our lands, we can speak for ourselves, and we will not listen to what he says, we do not acknowledge him as Chief.”<sup>190</sup>

The council referred to in this correspondence must have occurred at least a month prior to the date of this correspondence for, according to Schoolcraft’s earlier letter of October 31, Hamlin had already left for Washington. I am unable to decipher the names or to otherwise identify all of the dissenting Indians who are mentioned but it appears that one was Chabowaywa of Michilimackinac and another was Ainse, also of Michilimackinac, both of whom were signers of the 1836 treaty. It was perhaps because of the opposition to Hamlin’s attack on Schoolcraft expressed at this meeting that Hamlin and Apokisigan left for Washington in late October, and although the record we have indicates that Schoolcraft did not receive notification of Hamlin’s attack until after he had already left Mackinac, it is possible that he had other indications and for that reason resolved to go to Washington himself once he learned that Apokisigan had departed.

## **The Decision to Convene a Cession Treaty in Washington**

Once Apokisigan, Hamlin, and Schoolcraft arrived in Washington, events toward a cession accelerated. On December 5, prior to Schoolcraft’s arrival and apparently after meeting with Cass at his request, the delegation led by Apokisigan submitted a “memorial” setting forth the purpose of their trip. For five or six years, they said, they had requested permission through their agent to go to Washington and had received no satisfaction. Only recently had they been told that a negative reply to their request had been received but “truth and falsehood blended together” had been “so often represented to us in our country” that they decided to determine for themselves the government’s “true sentiment in regard to us....”<sup>191</sup>

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<sup>190</sup> William Johnston to Dear Sir, November 24, 1835 [\[HRA000087\]](#); M1, roll 72, f. 159 Clitz to Schoolcraft, November 26, 1835 [\[HRA000872\]](#); M1, roll 69, f. 138.

<sup>191</sup> Memorial of the Ottawa delegation by A. Hamelin [sic] Jr., December 5, 1835 [\[HRA001400\]](#); M234, roll 421, f. 722.

The purpose of their trip, the memorial stated, was “to make some arrangements with government for remaining in the Territory of Michigan in the quiet possession of our lands... We do not wish to sell all the land claimed by us....” However, if the government wished, they were prepared to sell “some islands on Lake Michigan and also our claims with some reserves on the north side of the Straits of Michilimackinac” between the “Menominees on the West and terminating at Pt. DeTour on the east.”<sup>192</sup> They shrank “with horror at the idea of rejecting our country forever” and removing west of the Mississippi River, but they also recognized that they could no longer pursue their old lifestyle which was clearly “incompatible with that of a civilized man.” Thus, they proposed “to submit ourselves to the Laws of that country within whose limits we reside.” To do this they required assistance from the federal government: “implements of husbandry” and assistance in “the education of our youth.” Perhaps Congress would also see fit to increase its appropriation for education and place it “in the hands of the Rt. Rev. Frederic Rese, Catholic Bishop of Detroit....”

The stilted language in the memorial, the complaint about their agent, the disingenuous offer of a cession, and the reference to Bishop Rese all attest to the handiwork of Augustin Hamlin, Jr.; whether it accurately represented the thoughts of Apokisigan and the others in the delegation is unknown.<sup>193</sup> It does make clear that the L’Arbre Croche Ottawas had no intention of ceding their homelands, that they intended to remain where they were and to resist removal, and that they proposed to meet the demands for cession and removal by becoming “civilized” people and citizens of Michigan. Thus, their plans ran counter to those advocated by Schoolcraft in his optimistic reports that a cession of all the lands north of Grand River could be easily attained.

The appeal of Apokisigan’s delegation to remain on their own lands in Michigan fell on deaf ears. Shortly after Schoolcraft arrived in the Capital a decision was made to treat with the Indians for the cession of all their lands in the southern peninsula. Despite his earlier statement that it

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<sup>192</sup> It is important to note, again, that the lands the Ottawas were offering to cede were not a major part of their land base. Hamlin represented the memorial as the work of “the Ottawa and part of the Chippewa tribes” although there is no evidence that Chippewas formed a part of the delegation.

<sup>193</sup> The complaint that their agent had ignored their requests for permission to go to Washington for five or six years is surely an exaggeration. There had been two requests, each of which Schoolcraft had duly forwarded. The failure to receive a response to these requests lay not with Schoolcraft but with the superintendent’s office in Detroit which misplaced the first request. It is also worthy of note that in his lengthy quotation from this memorial, McClurken conveniently omits the section in which Hamlin offered to make a cession of the islands in Lake Michigan and the Chippewa lands on the north shore of Michilimackinac. McClurken, “We Wish to be Civilized,” p. 171 [[HRA013890](#)].

was too late in the winter to assemble the Indians for a cession treaty, Schoolcraft now immediately set in motion a call for delegations to come to Washington to participate in treaty negotiations. On December 24 he notified his replacement, Captain John Clitz, that he had “received the commands of the Secretary of War to treat at this place, with the Ottawas & Chippewas for the purchase of the lands they possess in the peninsula, north of Grand and Thunder Bay rivers....” Clitz was instructed to send “five or six of the principle men in the vicinity of Michilimackinac, representing both tribes,” together with one or two delegates from Thunder Bay “without delay.” There they would be joined by others who were expected from “Grand river and Grand Traverse Bay, and the villages intermediate.” They were directed to report to Charles C. Trowbridge, “Cass’s friend and Cashier of the Bank of Michigan” in Detroit, who would act as the coordinator of the delegations and who would “supply funds to defray their expense to this place.”<sup>194</sup> On that same date Schoolcraft also wrote to Rix Robinson, the trader at

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<sup>194</sup> Schoolcraft to Clitz, December 24, 1835 [\[HRA000089\]](#); M1, roll 72, p. 346The characterization of Trowbridge as “Cass’s friend and Cashier of the Bank of Michigan” is taken from James McClurken. McClurken cites two letters, Schoolcraft to Charles A. Trowbridge, January 13, 1836 [\[HRA014748\]](#), and Schoolcraft to Jane Schoolcraft, December 26, 1835 [\[HRA015846\]](#), both in the Schoolcraft Papers, Library of Congress, microfilm roll 7, frames 2298 and 2302, to the effect that it was Cass who made the decision to treat for all lands north of the Grand River prior to Schoolcraft’s arrival. See McClurken, “We Wish to be Civilized,” p. 171-173 [\[HRA013890\]](#).

It may be helpful to note that in September 1835 Schoolcraft compiled a “Statistical Return” that contained the “number and location” of the Indians within his jurisdiction. This document provides an understanding of the relative sizes of the various Indian groups who participated in the treaty of 1836. See below, “Statistical Return...30 September, 1835;” M234, roll 402, f. 191 [\[HRA013910\]](#)

Michilimackinac and vicinity Chippewas and Ottawas	567
St. Mary’s River (Sault Ste. Marie)Chippewas	282
Straits of Michigan Chippewas	260
Cheboigan River Chippewas and Ottawas	84
Thunder Bay & Huron coast Chippewas	187
Grand Traverse Bay Chippewas	360
Beaver Islands Chippewas	125
White River Chippewas	47
L’Arbre Croche and Little Traverse Ottawas	615
Grand River Ottawas	393
Lake Michigan and coast Chippewas and Ottawas	1,467
Total Chippewas	1,261
Total Ottawas	1,008
Total mixed Chippewas and Ottawas	2,118
Grand Total	4,387



Grand River, whom he asked to gather a delegation of the Grand River Ottawa and the Indians at Grand Traverse.<sup>195</sup>

Four days after his first message to Clitz, Schoolcraft informed him that the “Secretary of War” now directed that Clitz should “procure the signatures of as many Indians as practicable, duly witnessed,” to a “power of sale” which had been drawn up in Washington and was enclosed. The “power of sale” document, formally approved by Lewis Cass, contained the guarantee that the “privileges of hunting upon the land, and of residing upon it,” were to “be secure” until the cession was “surveyed & sold by the government ....” Once he had obtained the signatures, Clitz was to “transmit it [the “power of sale”] by express,” to Schoolcraft in care of the “Commissioner of Indian Affairs.”<sup>196</sup> Clitz did not respond to this order until February 17 at which time he submitted “the Power of Sale [underlining in original] attested to by as many of the chiefs and men as was practicable to obtain at this “inclement season of the year.” In this letter Clitz also stated that “two Ottawas chiefs (Catholics) [by which I believe he meant L’Arbre Croche Ottawas] “happened to be present” when the signatures were collected, but they refused to sign.<sup>197</sup>

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<sup>195</sup> I did not find Schoolcraft’s letter to Robinson but see Robinson to Schoolcraft, January 13, 1836 [[HRA000092](#)]; M1, roll 72, p. 380, in which Robinson acknowledges receipt of the Schoolcraft’s “favor” of December 24, 1835. Robinson was also contacted by Michigan’s newly elected United States Senator, Lucius Lyon, who reported that Schoolcraft had written to Robinson on December 24. Lyon encouraged Robinson to come to Washington and to contact the Indians at Thunder Bay whom he thought “should be represented.” Lyon also wrote to the trader, John Drew, at Michilimackinac. His purpose, he said, was “to have all the different bands fairly represented....” See “Letters of Lucius Lyon,” *Michigan State Historical Society Historical Collections* 27 (1897): 466-467. Robinson’s role in the 1836 treaty negotiations is examined in Douglas Dunham, “Rix Robinson and the Indian Land Cession of 1836,” *Michigan History* 36 (December 1952), pp. 374-388 [[HRA015259](#)].

<sup>196</sup> Schoolcraft to Clitz, December 28, 1835 [[004714](#)]; M1, roll 72, p. 348; Clitz acknowledged receipt of **this** letter in February 1836 [[HRA000099](#)]; M1, roll 72, p. 422.

<sup>197</sup> Clitz to Schoolcraft, February 17, 1836 [[HRA000099](#)]; M1, roll 72, p. 422. I did not find The “power of sale” document with Clitz’s letter, nor anywhere else among the archival documents of the Michigan Superintendency. A copy of the power of sale document, together with a typed transcription were, however, submitted as exhibits in the 1978 trial, *U.S. v. Michigan*. The archival source of this power of sale document is unknown but the copy appears to be authentic. It consists of a statement signed by numerous Ottawa and Chippewa chiefs from the Michilimackinac region in which they agree to cede their lands “north of Grand & Thunder Bay rivers” and authorize “our chief and delegates at Washington, to cede the same to the United States” subject to certain terms. Those terms were that the “purchase money” was to be divided equally between the Ottawas and Chippewas on a per capita basis, that their debts were to be paid out of the purchase funds, that a place for their removal “east of the Mississippi” be provided, and that a portion of the purchase money be devoted to agriculture and education. The extent of the cession and the amount to be received for it was to be determined by the delegates presently in Washington. Any agreement would have to contain a provision for “hunting upon the land, and of residing upon it, until it is surveyed & sold by the government.” The significance of the power of sale document is that it was drawn up in Washington, approved by Secretary of War, Lewis Cass, and contained the phrase “surveyed and sold” to refer to the Indians’ right to hunt on the ceded land. The treaty would use the phrase, “until required for settlement.” The two phrases were, in my judgment, used synonymously.



I found no similar instructions to the agent at Sault Ste. Marie, but there is a letter from Major Cobbs, the Sault Ste. Marie agent, to commissioner Herring in early January which states that the Indians of that agency were prepared to make a partial cession of their lands. This letter appears to have been in response to the letter sent by Schoolcraft to Cobbs in early November 1835 in which Cobbs was instructed to determine if the Sault Chippewas would be willing to make a cession. Cobbs's letter stated that the Sault Chippewas agreed to cede a portion of their territory marked on an enclosed map "with red dots." Their terms were that the United States supply them with a blacksmith and interpreter, that they be permitted to retain "some small reserves," that they be permitted to "reside and hunt" on the ceded lands until "the U.S. may want the same," and that they be given an annuity for twenty years, "the amount to be agreed on at a Treaty."<sup>198</sup>

Although there was little apparent difficulty in obtaining the consent of the Indians at Sault Ste. Marie and Michilimackinac, the same was not true of the Grand River Ottawas. The trader Rix Robinson was at first optimistic that he could persuade the Grand River Ottawas to attend negotiations in Washington, but by February he was expressing doubt that they would agree to attend. On January 27 the Grand Rapid Ottawas posted a letter to the President in which they stated that they were "afraid" because they had heard "that you would make a treaty for our land." They were opposed to moving west: "We refuse to go, it is too hard for us." Robinson believed that their determination not to travel to Washington had been strengthened by a visitation from Augustin Hamlin, Jr., and "two of the chiefs...who went to Washington last fall." Apparently, Hamlin's visit had had the opposite effect of that intended.<sup>199</sup>

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<sup>198</sup> Cobbs to Herring, January 4, 1836 [\[HRA013918\]](#); M234, roll 770, f. 200. The map, which Cobbs said he was enclosing, was not found. On January 10, 1835, Cobbs wrote again to Schoolcraft saying that he had attempted to contact the Indians on Drummond Island several times but that he had been unsuccessful [\[HRA000090\]](#). Believing that they had abandoned the island for the British owned Manitoulin Island, he stated that the Sault Chippewas were now willing to include Drummond Island in the area "marked in 'red dots' on a map transmitted to E. Herring, Esq."

<sup>199</sup> Chiefs of the Ottaways [sic] to Andrew Jackson, January 27, 1836; M234, roll 422, f. 145 [\[HRA001483\]](#). Robinson to Schoolcraft, January 13, 1836 [\[HRA000092\]](#); M1, roll 72, p. 380. Trowbridge to Schoolcraft, January 25, 1836 [\[HRA000094\]](#); M1, roll 72, p. 388. Robinson to Trowbridge, February 1, 1836 [\[HRA000096\]](#); M1, roll 72, p. 410. Trowbridge to Schoolcraft, February 8, 1836 [\[HRA000095\]](#); M1, roll 72, p. 406.

The Indian agent for southern Michigan, Henry Connor, had a different explanation. He reminded Cass in February 1836 of the fate of "Ke-wa-qus-cum," the Grand River Ottawa leader who signed the 1821 treaty in Chicago and thereafter "never was able to say his life was his own, or appear in their Councils as a Chief." Since that time the Grand River Ottawas "all dread the consequences of treating away from their whole band." Connor to Cass, February 8, 1836 [\[HRA001450\]](#); M234, roll 422, f. 17.

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While these efforts to collect Indian delegates for the treaty negotiations in Washington were underway, Governor Stevens T. Mason was delivering his first message to the state legislature. In his address, Mason called for the “immediate extinguishment of the remaining Indian title within the peninsula of Michigan” and he urged the legislators to submit an application to the “general government” requesting the appointment of commissioners “to negotiate with the Indians tribes for all their remaining lands within the peninsula.” The Indians, he advised, were “now prepared for this measure, and the opportunity presented should not be lost.” Whether Mason was ignorant of the efforts already underway at the federal level or whether his speech was timed to coincide with the federal effort is not clear. But he was clearly enunciating the views of his constituents when he warned that Michigan could avoid the fate of the southern states only “by the removal of the source from which the evil must certainly flow.”<sup>200</sup>

Although it is only marginally evident in the Indian records that this account rests upon, it is evident from other sources that, from the beginning of the treaty negotiations, the federal government worked closely with the leaders of the American Fur Company, and that it counted heavily upon the support of the company’s agents in Michigan to obtain the Indians’ consent to a cession. Reliance upon the traders, to whom the Indians were in debt, had been a staple in Indian cessions in the Old Northwest at least since the days of the Potawatomi treaties, but experience had proven that the cost of their support was likely to be high. Secretary Cass, who had long supported increasingly large payments to obtain Indian cessions, was apparently willing to pay the price. This time he had an additional reason. In the 1836 treaty Cass determined from the beginning that there were to be no “private” reservations created for the mixed blood relatives of the Indians. This time all lands ceded by the Indians would become the property of the federal government; their mixed-blood relatives would receive cash payments which they could use to buy land. Resistance to this provision, which ran counter to previous treaties, was anticipated to

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McClurken states that Cass was responsible for sending Hamlin back to Michigan “to recruit a delegation to negotiate the treaty” and that he had promised Hamlin “government employment,” implying that Hamlin had been bribed by Cass. His source for this statement is a letter from Ramsay Crooks to Gabriel Franchere, January 2, 1836. See McClurken, “We Wish to be Civilized,” p. 173, note 39 [\[HRA013890\]](#). Crooks’s letter to Franchere [\[006633\]](#) states that Cass sent the L’Arbre Croche delegation back to Michigan “in order to bring on a full deputation” but it says nothing about Cass promising a government job to Hamlin.

<sup>200</sup> George N. Fuller, ed., *Messages of the Governors of Michigan*, I: 175 [\[052604\]](#) (Speech to the Michigan “senate and house of representatives, February 1, 1836”).

be strong, making the trader's support all the more necessary. The anticipated opposition of the mixed blood relatives was also a factor in holding the treaty negotiations in Washington.<sup>201</sup>

Ramsay Crooks, the president of the American Fur Company, was one of the first persons notified of the impending treaty. On January 2, 1836, he informed his agent at Sault Ste. Marie that the government would hold treaty negotiations in Washington at the beginning of March "for the cession of the entire Michigan Peninsula north of Grand River." Anticipating that the treaty would also embrace the Sault Chippewas, Crooks instructed the agent to send him "by the very first opportunity" an account of all debts owed to the company by the Sault Chippewas so that he could "secure the payment of them at the treaty." Crooks also arranged for his agent at L'Anse, John Holiday, to serve as the official interpreter at the treaty negotiations. Many charges, including bringing whiskey into the Indian country and brutalizing his Indian employees, had accumulated against Holiday over the years, but he always managed to evade the charges, thanks to the intervention of Robert Stuart, and to have his license to trade renewed.<sup>202</sup>

Crooks originally intended to attend the treaty negotiations as the result of a personal invitation issued by Schoolcraft, but he later declined citing the pressure of business. Robert Stuart, however, did attend. Working through Charles Trowbridge, it was Stuart who insisted that Rix Robinson accompany the Grand River Ottawas to Washington and that John Drew escort the Indian delegation from Mackinac. "Mr. Stuart thinks that with Mr. Robinson and Mr. Drew at Washington, a treaty can be effected without difficulty, but unless they attend it will be very uncertain."<sup>203</sup> Throughout the treaty negotiations various persons who were in attendance kept Crooks informed of developments.<sup>204</sup>

It was not until mid February that the various Indian delegations and their trader escorts were prepared to leave for Washington. How they made their journey in the dead of winter with the

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<sup>201</sup> Cass to Schoolcraft, March 14, 1836 [\[HRA000104\]](#); M1, roll 72, f. 219, Schoolcraft to Cass, March 30, 1836 [\[HRA003195\]](#); T494, roll 3, letter identified as S. 315

<sup>202</sup> Crooks to Gabriel Franchere, January 2, 1836 [\[006633\]](#). For Holiday, see Miriani, "Lewis Cass and Indian Administration in the Old Northwest, 1815-1836," p.115 [\[HRA013318\]](#). McClurken has an extensive discussion of the role of the principals in the American Fur Company in "We Wish to be Civilized," pp. 173-190, notes 52-85 [\[HRA013890\]](#).

<sup>203</sup> Trowbridge to Schoolcraft, January 25, 1836 [\[HRA000094\]](#); M1, roll 72, p. 388

<sup>204</sup> Crooks to Schoolcraft, February 13, 1836 [\[HRA000098\]](#); M1, roll 72, p. 418. We have three documents from the American Fur Company Records (microfilm, Central Michigan University) reporting on the treaty negotiations: M. Holiday to Crooks, March 17, 1836 [051996](#); Crooks to William Brewster, March 21, 1836 [020288](#); Rix Robinson to Crooks, March 23, 1836 [020289](#). None of these documents are originals; they appear to be exhibits from the ICC hearings and on that basis I have accepted them as authentic.

Great Lakes frozen over and ship travel halted is not revealed, but there are several references to the “express,” which I take to mean the stagecoach. The first group, six in all from the Mackinac region, accompanied by John Drew, left for Detroit on February 17. They were to be joined by a delegation from Thunder Bay “on their way down.” They had been outfitted with “new clothing” by Captain Clitz and were advised “not to taste or touch one drop of fire water.” Two days later two Indians from the Sault arrived at Mackinac. They had been recruited so suddenly that they had been unable to make arrangements for their families, for whom they requested rations during their absence. On February 21, Trowbridge reported that Leonard Slater, the missionary to the Grand River Ottawas had arrived in Detroit with three “chiefs.” They brought a letter from Rix Robinson saying that he expected to arrive in Detroit the following day with an additional “eight chiefs.” When he failed to appear, Trowbridge advised Slater and his charges to take the “stage” on February 22 because “the sleighing is apparently going off.” I was unable to determine when Robinson and the other Grand Rapid Ottawas left for Washington but Schoolcraft, writing on March 23 implied that he had only recently received Captain Clitz’s report that his Indians had departed Mackinac. He informed Clitz that the Indians had safely arrived “six days previous to your letter.” It was apparently a very long trip. Within days of their arrival the delegates were gathered for negotiations that began on March 15, 1836.<sup>205</sup>

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<sup>205</sup> Clitz to Indian Delegation, February 16, 1836 [\[004459\]](#); M1, roll 69, f. 150; Clitz to Trowbridge, February 17, 1836 [\[019793\]](#); M1, roll 69, p. 163. Clitz “note,” February 19, 1836 [\[HRA013919\]](#); M1, roll 72, p. 424. Trowbridge to Schoolcraft, February 21, 1836 [\[HRA000101\]](#); M1, roll 72, p. 434. Clitz to Cobbs, February 22, 1836 [\[004491\]](#); M1, roll 69, p. 165. Schoolcraft to Clitz, March 23, 1836 [\[003750\]](#); M1, roll 72, p. 466. The “chief” from Thunder Bay later decided against making the journey and returned home. See Clitz to Schoolcraft, March 15, 1836 [\[HRA000103\]](#); M1, roll 72, p. 458. Captain Clitz identified the Chippewa “chief” from the Sault in his letter of February 19 as “Waubogeeg.” But in his letter of February 22, he referred to him as “Whiskey,” by which he apparently meant Waubojeege’s son, Washikee. It is possible that the son had succeeded to his father’s name by this time.

## Part 4: The 1836 Treaty

### The 1836 Treaty Negotiations

Once the Indian representatives and their trader escorts reached Washington, Secretary Cass issued formal instructions to Schoolcraft for the conduct of the treaty negotiations. It was “impracticable,” Cass said, to “give any definite directions” about the amount Schoolcraft was to offer for the Indians’ land; this was left to his discretion. On other points, Cass was explicit.<sup>206</sup>

- There were to be no “individual reservations.” The government’s policy, Cass said, was to “extinguish the Indian title as our settlements advance so as to keep the Indians beyond our borders.” If the Indians insisted upon “reservations” for particular bands, Schoolcraft was authorized to permit them so long as it was understood that the Indian tenure would consist only of “possession” of the reserved land “till it shall be ceded to the United States.”
- “No claims for debts” would be provided for in the treaty. Instead, “a reasonable portion of the consideration money” would be set aside “as a general fund for the payment of just claims” against them. A commissioner appointed by the senate and the president would examine the claims, determine which were “just,” and then authorize the payment of just claims from the general fund. “If any portion of the fund remains, it is to be paid over to the Indians.”
- Annuities for twenty years, funds for farming assistance and schools and for presents would be allowed.

On March 15, 1836, the negotiations began. Our knowledge of what transpired is limited to the official minutes of the negotiations and a few pieces of correspondence from persons in attendance.<sup>207</sup> Twenty four Indian leaders and nine persons “in charge of the Indian chiefs &

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<sup>206</sup> Cass to Schoolcraft, March 14, 1836 [\[HRA003095\]](#); M1, roll 72, f. 219.

<sup>207</sup> “Records of a Treaty concluded with the Ottawa & Chippewa Nations, at Washington, D.C. March 28, 1836 [\[033429\]](#), [\[033447\]](#)”; Papers of Henry Rowe Schoolcraft, the Library of Congress. All quotations in this section are to this document unless otherwise indicated. The recorder uses the spelling “Apokosegan” for the L’Arbre Croche headman whom I identify as Apokisigan in this report. The minutes also use the name “Waishkee” for the Sault “chief.” There are many spelling variations of all the Indian names. For instance in Kappler’s printed version of the treaty, Apokisigan’s name is spelled Apawkozigun.

Delegates” were initially present in addition to Schoolcraft, the secretary, and the interpreter.<sup>208</sup>

The Indian leaders were identified by name and the number from each location was indicated: Grand Traverse (2), Grand River Ottawa (7), Maskego (3), Cheboigun (1), L’Arbre Croche (7), the Chenos (1), Oakpoint (1), and Sault Ste. Marie (2). Some were denominated “chiefs” and others as “delegates,” but the distinction between the two terms is not clarified.

The negotiations began with Schoolcraft giving a short account of events leading to the convocation. During the previous summer, he explained, a band from Ottawa Island came to Mackinac with a formal offer to sell Drummond Island. It was not a part of the country to which the secretary of war had given prior consideration, but, having heard that “some of the Indians of the [lower Michigan] Peninsula had gone, & others were going to live, in that part of Lake Huron,” he inquired “how much of their land the Indians would sell and what price they demanded for it.” Schoolcraft then communicated the secretary’s inquiry to the Indians at Mackinac and “different places.”

Continuing his introductory remarks, Schoolcraft stated that the secretary of war had directed that the Indians’ replies should be directed to the “Agent at Mackinac” but a group of Ottawas “who had heard this message” came instead to Washington in early December 1835. These Indians put their offer in writing. They were willing to sell the “Manito Islands” and lands on the north side of the Straits between the Menomonee River and Point Detour. Unwilling to treat with this one group only, the President “sent for you all” even though it was winter and “he knew you were absent on your hunting grounds....” The Sault Chippewas had also submitted an offer to sell “a part of their lands.” It was his understanding that the Indians of the Michilimackinac area “on the west side of the straits” had also “signed a paper” setting forth their terms for a cession but that “this paper was never received.” In reply to these offers to sell, the federal government now proposed to “extend the cession south to Washtanong on Grand River...and north to Chocolate River on Lake Superior. How much you will cede, depends on your wisdom.”<sup>209</sup>

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<sup>208</sup> I am not able to identify all of the persons “in charge of the Indians Chiefs” but among them were the traders Rix Robinson from the Grand River Ottawa district and John Drew from Mackinac; the missionary Leonard Slater, also from Grand River; Augustin Hamlin, Jr. from L’Arbre Croche; and Robert Stuart from the American Fur Company.

<sup>209</sup> It is not clear to me at what point in time the decision was made to seek the cession of Chippewa lands in the northern peninsula. Schoolcraft had sought an expression from the Sault Chippewas of their willingness to sell as early as November 1835, before he left for Washington. Lucius Lyon, Michigan’s Senator who was seeking to secure Congressional recognition of Michigan statehood and who was in close touch with Schoolcraft at this time, believed as late as March 1836 that the treaty negotiations were only for land in “the northern part of the peninsula  
... continued on next page

He was “authorized,” Schoolcraft continued, to “make you the most liberal offer...when you have made up your minds as to the quantity of land you will cede, let us know....” Their just debts to the traders would be paid as part of a settlement. “No objections will be made...to your fixing on proper and limited reservations to be held in common” but no reservations would be granted to their “relations” who would be compensated instead “in money.” “The usual privilege of residing and hunting on the lands sold till they are wanted will be granted.”<sup>210</sup> At this point an Indian identified only as the “chief speaker” replied that the Indians requested “three nights” to consider this proposal. The meeting then adjourned until March 18.<sup>211</sup>

When the council reconvened on March 18, the still unidentified “chief speaker” stated that the Indians had a “great desire to know...what the Chief from L’Abre [sic] Croche was about to do.” The chief speaker then announced that the Indians had concluded “not to part with any of our lands.” They did not understand why “our half breeds and white friends” would not be permitted to receive reservations and “we object to it.” The Ottawa “chief,” Megis Innine, then rose and stated his objection to having the Chippewas present and to the “course which the chief and party from L’Arbre Croche, Apokisigan, had taken.” He concluded by saying that while his people “had never before refused to listen to the call of their Great Father...this time they must.” They had “concluded not to sell any land.”

At this point Apokisigan of L’Arbre Croche rose. He stated that he was one of those who had come to Washington the prior winter. For himself, he said he was “satisfied with propositions

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of Michigan.” Ohio, Indiana and Illinois, were opposed to the southern boundary proposed by Michigan and, Lyon, realizing that Michigan would not gain the southern boundary, proposed in February 1836 that the Michigan statehood bill “change our western boundary so as to give Michigan all the country on the south shore [of] Lake Superior” or “about twenty thousand square miles of land, together with three-fourths of the American shore of Lake Superior, which may at some future time be esteemed very valuable.” To this end, Schoolcraft was asked to appear before the Senate committee that was considering the statehood bill to describe its resources and potential value. See “Letters of Lucius Lyon,” *Michigan State Historical Society Historical Collections* 27 (1897): [402](#), [480-482](#), [486](#). Schoolcraft and Lyon were old friends. Lyon, who was a surveyor by trade and a land speculator, had named a “village” on his property “after my friend, Henry R. Schoolcraft....” Ibid, p. 449 [[HRA015103](#)].

<sup>210</sup> In stating that the Indians would have the right to reside and hunt on the ceded lands “until they are wanted,” Schoolcraft appears to be paraphrasing the language in earlier treaties in which the right to hunt on ceded land was commonly described as a right to be enjoyed so long as the ceded lands remained the property of the United States.

<sup>211</sup> On March 17, 1836, Mary Holiday, the trader-interpreter’s daughter, reported to Ramsay Crooks on the first day’s treaty proceedings. Her account confirms the treaty minutes. She stated that “some of their [the Indian delegates] white friends are influencing them to decline treating with the United States at present” because Schoolcraft had informed them that they would not be permitted to receive private land reserves. She also conveyed “a wish” that Schoolcraft had expressed that day that Crooks attend the negotiations; “He thinks you could do much towards promoting a treaty with these Indians. See Mary Holiday to Ramsay Crooks, March 17, 1836 [[020285](#)]; American Fur Co. Papers, roll 23, f. 1385. This source is a typescript, apparently introduced in the Ottawa-Chippewa claim before the Indian Claims Commission, claims 18E and 58 consolidated.



respecting reservations made to them at the first council” because while “some chiefs present have sold lands and have been benefitted [sic]...we have not received so much as one pipe of tobacco.”<sup>212</sup> Apokisigan was followed by a member of his own delegation, Blackbird [Mackatabenese], who said “that he was opposed to the sale of their lands,” and that “His voice was now with the Ottawas” [presumably, the Grand River Ottawas].<sup>213</sup>

Schoolcraft then responded. He “was sorry” that the Ottawas objected to the treaty. Having given “no for an answer to [the Great Father’s] call, it was uncertain when he would listen to them again.” He then turned to the Chippewas “north of the straits” and said that the Great Father, recognizing their poor and destitute situation and the fact that their game was diminishing every year, was willing to treat with them the following Tuesday for a cession of all their “lands in the North Peninsula” even though it was “of little value...feeling a desire to benefit you....” If the Ottawas changed their mind, they could attend the next session also, but for now “the Government had nothing more to say to them on the subject of their lands” except that he hoped when they returned home “they would not be ashamed at seeing their Chippewa Brothers in possession of many goods, and much money and themselves entirely destitute and very poor.”

As the meeting prepared to adjourn, Augustin Hamlin, Jr. asked permission to speak. He said he felt compelled to speak out by the “interest he felt for his nation and the consequences that would result from the course that had been taken.” He stated that what Schoolcraft had just heard from the Ottawa chiefs “was not their words...but the words of white men who wanted reservations, and [who had] dictated to them what to say.” The Ottawas had been “constantly beset by individuals and disturbed in their private councils, often called out sometimes one, then two and as many as six had been called at one time, their minds were disturbed—perplexed—& they did not know how to act in answer to the proposition respecting the Treaty....” They had been “instructed to say No, once, twice, and thrice in order that they might obtain more for their lands....” If left alone, Hamlin stated, “they would sell, with some reservations for themselves....”

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<sup>212</sup> Apokisigan’s reference to “some chiefs present [who] have sold land and have been benefitted” referred to the Grand River bands who sold their land south of Grand River in the 1821 treaty of Chicago and received a blacksmith shop and an annuity in return.

<sup>213</sup> Lucius Lyon, the Michigan Senator, who was following the negotiations, reported on March 19, 1836 that the Indians had said the previous day that they “would not sell and the present prospect is discouraging.” Still, he was optimistic that the Indians’ “objections will be overcome and that the United States will get the lands.” He also reported on this same day that it was well known in Washington that Secretary of War Lewis Cass would soon be leaving that office to become the U.S. ambassador to France. See “Letters of Lucius Lyon,” *Michigan State Historical Society Historical Collections* 27 (1897): [486 \[HRA015103\]](#).



Following Hamlin's remarks Schoolcraft ordered "the substance" of Hamlin's remarks to be translated, that the Indians be given "a private room for their councils" and that they not be disturbed by "any person." He then adjourned the meeting until the following Tuesday, at which time it was postponed for one more day.<sup>214</sup>

When the delegates reconvened, Schoolcraft announced that he had received "the paper" from Mackinac containing the names of those Indians who were willing to sell their land with reservations.<sup>215</sup> Apokisigan then "offered to sell "all their lands in the lower peninsula except lands north of the Manistic-Sturgeon and Cheboygan [Rivers], and south of a line commencing half way between the Muskego and Grand River."<sup>216</sup> He then invited "the Grand River Indians to consent to live in his reservation north." He was followed by Megis Ininne of Grand River who now agreed to sell the lands of the Grand River Ottawas, provided they received "reservations" and he appointed Rix Robinson to examine the treaty terms "to see that it was right."

With the Sault Chippewas, the Grand River Ottawas, and the L'Arbre Croche Indians all now expressing a willingness to sell some of their lands, Schoolcraft proposed the creation of a reservation consisting of "100,000 acres of land north of the waters of Grand River..." This

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<sup>214</sup> On March 21, 1836, during the recess in the treaty negotiations, Ramsay Crooks wrote to an acquaintance in Detroit to say that because of the government's unwillingness to accept the trader's claims at face value and its insistence instead that all claims be investigated by a government appointed commissioner, he thought it was unlikely that a treaty would be effected. The traders' resistance to the intervention of a government "commissioner," plus that portion of the Indian delegation that was "thoroughly opposed to selling at all," led him to believe that there was a "greater likelihood" that "this misplaced negotiation" would end in "impasse." Ramsay Crooks to William Brewster, March 21, 1836 [\[020287\]](#); American Fur Company Papers, roll 1, f. 1394. It was also in this letter that he stated he was unable to attend the negotiations, despite his desire to do so, because of pressing business considerations. This source is a typescript that was apparently introduced in the Ottawa-Chippewa claim before the Indian Claims Commission, claims 18E and 58 consolidated. Crooks' role in the treaty negotiations, based on a study of the archives of the American Fur Company, is described at length in Dunham, "Rix Robinson and the Indian Land Cession of 1836," pp. 380-382 [\[HRA015259\]](#).

<sup>215</sup> On March 23, 1836, Rix Robinson wrote to Ramsay Crooks to say that he and Robert Stuart had fought "faithfully" to get "our claims" paid in the treaty, but that it was now unlikely that they would prevail. Robinson blamed the failure on "Mr. Drews' Indians [from Mackinac who] all deserted him and consented to form a Treaty." This corresponds to Schoolcraft's announcement of the same day that he had received "the paper" from Mackinac that stated the Indians there were willing to sell. Rix Robinson to Ramsay Crooks, March 23, 1836 [\[020289\]](#); American Fur Company Papers, roll 23, f. 1411. This source is a typescript that was apparently introduced in the Ottawa-Chippewa claim before the Indian Claims Commission, claims 18E and 58 consolidated.

<sup>216</sup> I find it difficult to comprehend exactly what Apokisigan was saying at this point. It is obvious that he intended to retain ownership of the land north of the Manistee-Sturgeon-Cheboygan Rivers, the homelands of the L'Arbre Croche, Mackinac, and Cheboygan bands. It appears that he also proposed retaining the land half way between the Muskegon and Grand Rivers claimed by the Grand River Ottawas but, if this is so, it is unclear why he invited the Grand River Ottawa to move to "his reservation north." What his statement does say is that he was willing to cede all the land south of the Manistee river to a point half way between the Muskegon and Grand rivers. Obviously, this was less than what Schoolcraft had in mind.

reservation was to be “located in two places” to be determined by the “Chiefs after their return home.”<sup>217</sup> The Indians were given one day to consider the proposed reservation.

On Thursday, March 24, the delegates reassembled. Apokisigan repeated his demand for the “same reservation” he had described on Wednesday. Big Sail, the chief from Cheboygan, who had said nothing to this point in the proceedings, presented a written statement [which is not in the record] “containing the wishes of his band” and their assent to the 100,000 acre reserve. Apparently not understanding the government’s unwillingness to permit private reservations, he also asked that “John Drew and his daughter” and “John Holiday and his family” be given reservations. He concluded by appointing Robert Stuart as his agent to examine the terms of the treaty. Megis Ininne of Grand River also approved the 100,000 acre reservation and asked that Rix Robinson be given a “one square mile” private reserve at the rapids of Grand River.<sup>218</sup> Wassangaso gave the “full consent” of the Grand Traverse Indians to the sale and the reservation, asked that William Leslie and his family be each given one section, and then appointed Leslie to “act for the Grand Traverse band.” Blackbird of L’Arbre Croche, who had earlier opposed the sale, now “gave his assent to all the propositions and appointed Hamlin to examine the treaty for the L’Arbre Croche band. The Indians from St. Ignace simply appointed

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<sup>217</sup> Again, there is ambiguity in this proposal. On its face, Schoolcraft’s proposal of “two reservations” totaling 100,000 acres appears to support the two reservations that Apokisigan had described, but in the absence of a map or other clarifying information, it is impossible to know if he and Apokisigan were referring to the same areas.

<sup>218</sup> There is a contemporary account that professes to account for the change in the position of the Grand River Ottawas from opposition to the sale of their lands to approval. The Baptist missionary, Issac McCoy, was in Washington at the time of the treaty negotiations. As the founder of the Thomas mission to the Grand River Ottawas and as a proponent of removal, he had a strong interest in the future of this band. According to McCoy, the Grand River Ottawas “strongly objected to selling any of their country,” as the initial statement of Megis Ininne indicated. Twice, McCoy relates, the Grand River Ottawas “met in council” and twice they resolved to oppose a sale. Learning that the L’Arbre Croche delegates were bent upon ceding the whole of the Ottawa territory, they resolved to send a delegation but, in order “to appear aloof...from anything that would look like making a treaty,” the delegation they sent was composed of men who were not chiefs and were thus “incompetent to treat.” In order to assist them in defeating a cession they asked Leonard Slater, the Baptist missionary at the Thomas mission, whom McCoy had appointed, to accompany them to Washington. During the course of the negotiations, Slater, who unlike McCoy did not support the idea of removal, was approached by unnamed parties who “intimated to him that if the treaty could be effected, provision could be made for him of several thousand dollars.” McCoy says he “entreated” with Slater “to reject every such wicked offer” but in the end Slater succumbed to the temptation and the treaty was signed “by the very delegation that was sent to Washington to *prevent* it.” As a consequence of Slater’s action, his “missionary brethren” had disowned him.

Although he did not explicitly take credit for the insertion of the removal clause, McCoy did write that he lobbied the secretary of war, the commissioner of Indian affairs, and the Senate Indian Affairs committee for compensation to his missionary board for the loss of the investments in buildings it had erected on lands that were included in the cession. This compensation was provided in the amendment to the eighth article of the treaty by the Senate. Although he stopped short of claiming credit for the insertion of the five year limitation on the reservations created in the final version of the treaty, McCoy noted with satisfaction that this amendment was adopted. See Issac McCoy, *History of the Baptist Indian Missions* (William M. Morrison: Washington, D.C., 1840), pp. 494-498 [[HRA013920](#)].

“Mr. J. Drew to act for them in forming the treaty,” while those from Sault Ste. Marie appointed “H.A. Levake to transact business for their band.”<sup>219</sup> After hearing these requests and appointments, Schoolcraft adjourned the meeting until the following day at which time “the Treaty was presented for the signatures of the Chiefs and Delegates” and at that time it was signed.<sup>220</sup>

Some comments are in order before proceeding to an analysis of the treaty document itself.

1. There was no mention of compensation to the Indians for their ceded lands during the negotiations. Nor were annuities, schools, blacksmith shops, or agricultural assistance discussed.
2. Removal was not mentioned. All of the Indian spokesmen who agreed to a cession did so on the basis of reserving 100,000 acres in two locations, indicating their desire to remain in Michigan. The boundaries of these reservations were not clarified in the discussions.
3. Although Schoolcraft presented the delegates with a map of the desired cession area, it is not part of the record.
4. Either the Indians did not understand that private reservations for their Métis relatives had been forbidden or they were persuaded by these relatives to request them anyway.
5. Because the Indians were incapable of reading the treaty terms, they delegated this important task to the traders (and Augustin Hamlin, Jr. in the case of the L’Arbre Croche Ottawas) who accompanied them to Washington.

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<sup>219</sup> Big Sail, or Chingassamo as his name also appears in the treaty, is not listed among the delegates from Cheboygan in the official minutes. There were probably more Indians who attended the treaty negotiations than were officially recognized. Wassangaso, who is here identified as the spokesman for Grand Traverse bands, is listed in the treaty as being from Maskigo. It is possible that Maskigo and Grand Traverse are different names for the same band.

<sup>220</sup> On the day the treaty was signed, Schoolcraft wrote to his wife, Jane. The treaty secured “to this unfortunate race, great advantages.” He asked his wife to “Rejoice with me. The day of their prosperity has been long delayed, but has finally reached them....” He had “scarcely” eaten or “slept for two days” but at last “All that could be wished in the way of schools, missions, agriculture, mechanics &c, &c, is granted. Much money will be annually distributed, their debts paid, their half breed relatives provided for, every man, woman & child of them, & large presents given out.” Schoolcraft to My dearest Jane, March 28, 1836 [\[052000\]](#). The source of this letter is not indicated but it is almost certainly from the Schoolcraft Papers, Library of Congress, roll 25. Lucius Lyon, who signed the treaty, immediately notified the Detroit *Free Press* of the treaty’s terms. He reported that it had been secured by “Mr. Schoolcraft with the approbation of the secretary of war and in the face of difficulties and embarrassments which no person of less superior qualifications could have overcome.” Within a few years, Lyon predicted, towns would spring up at the mouth of all the rivers that flowed into Lake Michigan “for a hundred miles north of Grand River, if not all around the lower peninsula.” The upper peninsula would “very shortly” begin to supply lumber from “its vast forests of the very best pine....” See “Letters of Lucius Lyon,” *Michigan State Historical Society Historical Collections* 27 (1897):[493-494](#).

6. Schoolcraft skillfully played the majority Indian opposition to a cession against the willingness of the Sault Chippewa delegates, his relatives, and Apokisigan to exchange some land for payments of some kind. By holding out the lure of “many goods, and much money” he succeeded in obtaining their consent to a cession of their lands. Augustin Hamlin, Jr. was instrumental in this change of attitude.
7. Apokisigan was motivated by the Grand River cession of 1821 and the benefits he had seen the Grand River Ottawas receive as a result of their participation in that treaty. He did not expect that his people, the L’Arbre Croche Indians, would have to give up any of their homelands. He was, from the beginning, willing to cede the land of other bands in order to receive government benefits.
8. In the end, the traders’ hopes to have all the Indian debts paid to them without scrutiny was defeated by the decision to have the debts reviewed by a federal commissioner.
9. Following the consent of the Indians to the idea of a cession and the nomination of their trader advisors to examine its terms, a document was drawn up and presented for their signatures in just one day.

## **The First Version of the 1836 Treaty**

When all the parties to the treaty negotiations reconvened on March 28, 1836, the document presented to the Indians for their signature contained many provisions that had not been discussed during the negotiations, and there were significant changes in a number of items that had been discussed. Subsequently, the March 28, 1836, treaty version would be twice amended, each time without Indian input. In order to comprehend the meaning of the final treaty document, it is necessary to analyze each of three version that led to its final wording.

The first version signed on March 28, 1836, contained the following provisions:<sup>221</sup>

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<sup>221</sup> “Articles of treaty made and concluded at the city of Washington...,” [\[HRA013923\]](#) M668, roll 8, f. 92. This microfilm document, containing Schoolcraft’s handwritten version of the March 28, 1836, treaty is very difficult to read, but it is possible to compare this copy to the 1836 printed version that appears in M668, roll 8, f. 112, and to establish that the printed version is a faithful reproduction of Schoolcraft’s handwritten version. My references are to the printed copy of the treaty in M668, f. 112 [\[HRA013929\]](#). See also Kappler, *Indian Affairs, Laws and Treaties*, 2: [450-456](#).

### ***Article One:***

The area of cession was described in detail. The land area within the cession appears to be identical to that contained in *Eighteenth Annual Report of The Bureau of American Ethnology, Part 2: Indian Land Cessions in the United States*, Michigan Map 1, plate 29.

### ***Article Two:***

Five reservations were authorized for the Ottawas and Chippewas in the lower peninsula.

1. a 50,000 acre reservation “on Little Traverse bay
2. a 20,000 acre reservation “on the north shore of Grand Traverse bay
3. a 70,000 acre reservation “on, or north of the *Piere Marquette* river
4. a 1,000 acre reservation to be chosen by Big Sail “on the Cheboigan”
5. a 1,000 acre reservation to be chosen by “Mjueekewis, on Thunder-bay river

Mjueekewis was not a signatory to the 1836 treaty but is listed as a “chief of the first class” at Thunder Bay in the schedule of payments to chiefs that was “annexed” to the treaty and referred to in article 10 of the treaty.

### ***Article Three:***

For the Chippewas “living north of the straits of Michilimackinac” nine reservations were authorized:

1. “Two tracts of three miles square each, on the north shores of the said straits, between *Point-au-Barbe* and *Mille Coquin* river, including the fishing grounds in front of such reservations, to be located by a council of chiefs.”
2. The “Beaver Islands of Lake Michigan.”
3. “Round Island opposite Michilimackinac, as a place of encampment for the Indians, to be under the charge of the Indian Department.”
4. “The Islands of the Chenos, with a part of the adjacent north coast of Lake Huron, corresponding in length and one mile in depth.”
5. “Sugar Island with its islets.”
6. “Six hundred and forty acres, at the mission of the Little Rapids.”
7. A tract of unspecified acreage “commencing at the mouth of the *Pississowining* river, south of Point Iroquois, then running up said stream to its forks, thence westward in direct line to the Red water lakes, thence across the portage to the Tacquimenon river,

and down the same to its mouth, including the small islands and fishing grounds, in front of this reservation.”

8. “Six hundred and forty acres, on Grand Island, and two thousand acres on the main land south of it.”
9. “Two sections, on the northern extremity of Green Bay, to be located by a council of the chiefs.”

All locations left indefinite in this article were to be “made by the proper chiefs, under the direction of the President.” The “reservation for a place of encampment and fishing...under the Treaty of St. Mary’s of the 16th of June 1820, remains unaffected by this treaty.”

#### ***Article Four:***

In consideration of the cession, the United States agreed to pay:

1. \$30,000 in specie as an annuity for twenty years divided as follows:
  - A. \$18,000 to the Indians between Grand River and the Cheboygan river;
  - B. \$ 3,600 to the Indians on the Huron shore, between the Cheboygan and Thunder Bay rivers;
  - C. \$7,400 to the Chippewas to the Chippewas north of the straits; and
  - D. \$1,000 to be invested in stock by the Treasury Department which could not be sold without the consent of the Senate and the President. The value of the stocks “may...be given after the expiration of twenty-one years.
2. 5,000 per year for twenty years “and as long thereafter as Congress may appropriate for the object, for education, teachers, schoolhouses and books “in their own language.”
3. \$3,000 per year for twenty years and as long thereafter as Congress may appropriate for missions.
4. \$10,000 for agricultural implements, cattle, mechanics tools, and “such other objects as the President may deem proper.”
5. \$300 per year for vaccine, medicines, and the services of physicians so long as the Indians remained on their reservations.
6. Provisions in the amount of \$2,000; 6,500 pounds of tobacco; one hundred barrels of salt, and five hundred fish barrels; each for twenty years.
7. \$150,000 “in goods and provisions” upon the ratification of the treaty.

***Article Five:***

\$300,000 for the payment of “just debts.” If this sum turned out to be less than the total of the just debts, the debtors would each receive a prorated amount. But, if the \$300,000 exceeded the sum of just debts, “the balance shall be paid over to the Indians, in the same manner that annuities” were paid.

***Article Six:***

In lieu of “individual reservations” for “their half-breed relatives” whom the Indians were “desirous of making provision for,” \$150,000 would be paid according to a formula that recognized three classes of “half-breeds” as determined by the “chiefs.” Men, women and children were eligible but they had to be “of Indian descent and actually resident” within the boundaries of the area ceded. There were other restrictions too numerous to indicate here.

***Article Seven:***

In consideration of the cession and as “a further earnest of the disposition felt to do full justice to the Indians,” the government promised for “ten years and as long thereafter as the President may deem...useful and necessary,”

two “mechanics...to teach and aid the Indians, in...the mechanic arts”;

two farmers and assistants ...to teach and aid the Indians, in...agriculture”; and

a dormitory at Michilimackinac for visiting Indians and a person to “keep it, and supply it with firewood.”

In addition, the government promised for at least twenty years and “as long after the expiration of the twenty years as Congress may appropriate”:

two “additional blacksmith shops,” one on the “reservation north of Grand river” and the second at Sault Ste. Marie, plus renovation of the Michilimackinac blacksmith shop; a permanent interpreter at the reservation north of Grand river and at the Sault; and a gunsmith at Michilimackinac.

***Article Eight:***

Whenever the Indians should desire it “a deputation” would be sent west of the Mississippi “to the country between Lake Superior and the Mississippi” where “a suitable location “among the Chippewas” would be provided for them to remove to “if they desire it, and it can be purchased upon reasonable terms.” This area was sometimes described as the area north of St. Anthony’s Falls [present day Minneapolis]. If this location did not meet their

expectations then “some portion of the country west of the Mississippi, which is at the disposal of the United States” would be arranged.

Indian improvements in the land ceded would be appraised and the value paid to “the proper Indian” but the time of payment for improvements was not indicated.

The federal government would pay the costs of removal, provide one year’s subsistence, and provide them with other articles similar to those given to the Potawatomis.

***Article Nine:***

In addition to the “general fund set apart for half-breed claims,” an additional fund of \$48,148 dollars was authorized “for aid rendered by certain of their half-breeds,” in lieu of individual reservations. Prominent among these “special friends” were the traders who accompanied the Indians to Washington and members of their families: Rix Robinson, who received \$23,040 of the total; John Drew, who received \$4,480; Edward Biddle and John Holiday (also the interpreter); the missionary, Leonard Slater, from the Thomas mission to the Grand River Ottawas, who received \$6,400; and Augustin Hamlin, Jr. “being of Indian descent.”

***Article Ten:***

\$30,000 to be distributed to the chiefs upon “the ratification of the treaty,” distributed according to a formula specified in a “schedule...annexed” to the treaty.

***Article Eleven:***

Special lifetime annuities to two elderly chiefs, the Wing and Chusko, the latter a signatory of the original 1795 Treaty of Greenville.

***Article Twelve:***

All expenses of the treaty would be paid by the United States.

***Article Thirteen:***

The Indians were granted the “right of hunting on the lands ceded, with the other usual privileges of occupancy until the land is required for settlement.”

There are several points to emphasize about the provisions of this first version of the treaty before proceeding to the subsequent amendments.

1. In place of the two reserves totaling 100,000 acres discussed during the treaty negotiations, the first version of the treaty provided for fourteen reservations totaling



at least 158,080 acres plus the Beaver Islands, Round Island, the Chenos Islands with a large appendage on the mainland of the upper peninsula of Michigan, Sugar Island, and a large reservation of unspecified acreage south of Whitefish Bay in the upper peninsula.<sup>222</sup> The area of these reservations was more than double than contemplated by Schoolcraft during the treaty negotiations. None of the reservations in the lower peninsula specified the inclusion of fishing grounds, but three of the reservations in the upper peninsula did. The reservations whose boundaries were left “indefinite” in the treaty were to be determined by the Indians but only under the direction of the President of the United States. No changes in the description of these reservations were made in subsequent versions.

2. It is not known who determined the sites of these reservations or who suggested the language in Articles Two and Three, but the reservations appear to be areas in which the Indians maintained their permanent homes or where they conducted much of their economic activity.<sup>223</sup> The exception to this generalization is the 70,000 acre reservation north of the Pere Marquette River, which later documents indicate was intended as a refuge for the Grand River Ottawas and some of the coastal bands.
3. Although it is not possible to assign a value to some items promised in the treaty, the sum of those items that were stated in dollars and guaranteed for a specified number of years was approximately \$1,635,000, making the award to these Indians the largest in the history of treaty negotiations to that date. Schoolcraft himself later estimated the total at \$2,000,000.<sup>224</sup>
4. If the debts owed by the Indians exceeded the \$300,000 provided for in the treaty the balance was to be paid to the Indians “in the same manner” that annuities were paid.

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<sup>222</sup> Helen Tanner estimated the size of this reserve at 250,000 acres in her 1974 report submitted in the case of the *United States of America v. State of Michigan*, making it by far the largest of the fourteen reservations.. See Tanner, *Report*, p. [p. 12 \[000222\]](#).

<sup>223</sup> In his memoir, Schoolcraft wrote that the 1836 cession was “obtained on the principle of making limited reserves for the principal villages....” Schoolcraft, *Personal Memoirs*, p. 534 [\[011665\]](#).

<sup>224</sup> Ibid. There are other estimates in the archival records. See Schoolcraft to Cass, April 26, 1836 [\[HRA001505\]](#); M234, roll 422, f. 185. “Original Memorandum of the Committee of Indian Affairs...made by Gen. Tipton,” no date [\[HRA000109\]](#); M1, roll 72, p. 470. Both of these archival documents put the total at \$1,708,410 before the Senate added \$200,000 to the total as compensation for the fourteen reservations.

This provision would be changed in the second version and would result in many complaints in the years that followed.

5. The provision for removal, article eight, was discretionary, not mandatory. Two areas into which the Indians might be removed were described: “the country between Lake Superior and the Mississippi,” or “the country west of the Mississippi, which is at the disposal of the United States.”
6. Continuing the practice first enunciated in the Treaty of Greenville, the treaty provided for “the right of hunting on the lands ceded.” There was no mention of a right to fish, although the right of the Sault Chippewas to a “reservation for a place of encampment and fishing...under the Treaty of St. Mary’s of the 16th of June 1820,” was upheld. In addition to the right to hunt on the ceded lands, the treaty recognized a right to “the other usual privileges of occupancy,” although the “other usual privileges of occupancy” were not clarified. The treaty also stated that the right to hunt on the ceded lands would continue “until the land is required for settlement,” although Schoolcraft had expressed this idea orally during the treaty negotiations as “till the lands are wanted.”
7. Over the years the treaty language used to describe the Indians’ hunting rights on ceded lands evolved but the meaning remained the same, i.e., whenever the ceded lands passed from federal ownership to private hands, the Indians’ right to hunt on them would cease to exist. In the Treaty of Greenville (1795) the right of Indians to hunt and fish on ceded land had been vaguely described as “so long as they [the Indians] demean themselves peacefully.”<sup>225</sup> In 1804, in a treaty with the Sac and Fox Indians, the right to live and hunt on ceded lands was defined as so “long as the lands now ceded to the United States remain their property.”<sup>226</sup> The following year, in a treaty with the Wyandot, Ottawa, Chippewa, Munsee and Delaware, Shawnee and Potawatomi Indians, the phrasing returned to “so long as they shall demean themselves peaceably,” but in a treaty with the Piankashaw Indians that same year,

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<sup>225</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:42. [\[HRA015275\]](#)

<sup>226</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:76. [\[HRA015277\]](#)

the right was described as so “long as the lands now ceded, remain the property of the United States.”<sup>227</sup>

By 1805 the right of the Indians to hunt on ceded land so long as it remained the property of the United States appears to have been well established. In 1807 and 1808, in the two treaties negotiated by Governor Hull in Michigan with the Ottawa and the Chippewa Indians, it was specified that the right to hunt and fish on ceded lands lasted as long as the ceded lands “remain the property of the United States.”<sup>228</sup> From 1816 to 1829, the wording changed only slightly. The right to hunt was now determined to be “so long as it [the ceded land] “may continue to be the property of the United States”<sup>229</sup>; “while it continues the property of the United States”<sup>230</sup>; “as long as the same [the ceded lands] shall remain the property of the United States”<sup>231</sup>; “so long as the same shall be the property of the United States”<sup>232</sup>; and “so long as the same shall remain the property of the United States”.<sup>233</sup>

Then, in the Menominee Treaty of 1831, the language became “until it be surveyed and sold by the President.”<sup>234</sup> While the Menominee Treaty was apparently the first to use the phrase “surveyed and sold,” it will be recalled that Secretary of War George Graham had used this identical phrase to characterize the meaning of “while it continues the property of the United States,” in referring to the 1817 treaty with the Ohio Indians. Moreover, Secretary Cass, who instructed Schoolcraft on what he should do to obtain the 1836 treaty with the Ottawas and the Chippewas, also used the phrase, “surveyed & sold” when he approved the “power of sale” document.

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<sup>227</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:89. [\[HRA015281\]](#)

<sup>228</sup> Kappler, 2:93-94 [\[HRA015283\]](#), 100 [\[HRA010791\]](#).

<sup>229</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:132 [\[HRA015289\]](#) (1816).

<sup>230</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:149 [\[HRA015292\]](#) (1817), 2:186 [\[HRA015295\]](#) (1819), 2:200 (1821) [\[HRA015298\]](#).

<sup>231</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:275 (1826) [\[HRA015301\]](#).

<sup>232</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:279 (1826) [\[HRA015991\]](#).

<sup>233</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:299 (1829) [\[HRA015352\]](#). The 1805, 1807, 1808, and 1816 treaties made specific references to the right to fish but subsequent treaties did not refer to fishing rights. Several of the treaties negotiated by Lewis Cass also extended the right to the “privilege of making sugar,” so long as Indians did not “commit unnecessary waste upon the trees.”

<sup>234</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2:322 [\[HRA015986\]](#).

8. Following the treaty negotiations and Senate amendments to the treaty, Schoolcraft had to secure the Indians' approval to the amendments. At that time, in July 1836, Schoolcraft told the Indians that they could remain on their lands until they were required for "actual Survey and Settlement." [This event is described at greater length below.] In this way, he expanded upon the meaning of "settlement" and linked the use of "survey" in the 1831 Menominee Treaty with that of "settlement" in the 1836 Ottawa and Chippewa Treaty.
9. In my judgment, from 1807 to 1836, all the various phrases used to describe the moment at which the Indians' right to hunt on ceded land ceased to exist had essentially the same meaning: once the land passed from the ownership of the United States, the Indians' right to hunt ceased. By 1836 surveying and selling ceded lands had become the most visible means of ending the Indian right.

On March 30, 1836, Schoolcraft notified Cass that "a treaty of cession" had been concluded" and he enclosed the treaty with his cover letter. The Indians had ceded "about ten million of acres in lower Michigan, besides an extensive tract of their pine lands north of the straits," he wrote. No reservations for their relatives and friends had been permitted because he was "determined that, if the country was purchased at all, it should belong exclusively to the United States." The treaty "contemplated" the removal of the Indians to an area west of the Mississippi and "under the present impulse of emigration, the incipient steps for this measure may be anticipated within a few years." He especially recommended to Cass that they be removed to the region "north of St. Anthony's falls" which the Indians preferred. Because the Indians wished to return home "immediately" and because they were "destitute of funds," he requested that the President and the Senate approve the treaty "at an early period."<sup>235</sup>

## **The Second Version of the 1836 Treaty**

Two days after submitting the treaty to Cass, Schoolcraft wrote to the secretary a second time. The president had "expressed his wishes" for additional "limitations upon some of the

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<sup>235</sup> Schoolcraft to Cass, March 30, 1836 [\[HRA013934\]](#); T494, roll 3, f. 361.

provisions of the treaty,” Schoolcraft informed Cass, and, as a result, he had reassembled the Indians and had “concluded a supplemental article.”<sup>236</sup>

The supplemental article that was added to the initial version of the treaty<sup>237</sup> described in great detail limitations to be placed upon the traders’ claims, and it explicitly forbade those persons who received payments in lieu of land under the terms of article six from access to the annuity payments. It also forbade those persons who received monetary compensation under article nine from sharing in the payments provided for in article six. Lastly, the supplemental article provided that “any excess of the funds set apart in the fifth and sixth articles, shall, in lieu of being paid to the Indians, be retained and vested by the Government in stock,” with the understanding that the money invested would not become available until twenty one years had passed. According to Schoolcraft, this request had come from the Indians themselves who wanted this money to be saved “for the benefit of their children.”

The last part of the supplemental article would result in controversy and recriminations in the years that followed. The language in article five provided that any excess remaining after the traders’ claim had been paid should be paid directly to the Indians in the same way that their annuities were paid. Because this provision was not deleted when the supplemental article was added to the treaty, the final document contained two conflicting methods for disposing of any excess in the \$300,000 fund created for the payment of the Indians’ debts. Schoolcraft and the Indian Office would insist on withholding and investing the excess; some of the Indians, led by Augustin Hamlin, Jr. would insist that the money be paid to them directly.

## **The Third Version of the 1836 Treaty**

Following the insertion of the supplemental article, the Indians left Washington, and the amended treaty was submitted to the Senate for its approval. The Senate formally acknowledged receipt of the treaty on April 4, 1836, and referred it to the Committee on Indian Affairs. On May 16, 1836, the Committee on Indian Affairs reported the treaty “with amendments” to the full Senate, and on May 20, 1836, the treaty as amended was approved. The amendments proposed

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<sup>236</sup> Schoolcraft to Cass, April 1, 1836 [\[HRA013938\]](#); T494, f. 365. There is a notation on the cover to this letter to “See letter to President, 1 April, 1836.” I could not find this letter. In his *Personal Memoirs* Schoolcraft stated that it was because of objections made by the Ottawas “to a matter of detail” that the treaty signing was delayed. See Schoolcraft, *Personal Memoirs*, p. 554 [\[011675\]](#).

<sup>237</sup> M668, roll 8, f. 112 [\[HRA015856\]](#).

by the Committee on Indian Affairs were approved as submitted; an amendment from the floor to strike the ninth article was defeated.<sup>238</sup>

The Senate amendments changed significantly both the treaty that the Indians had signed on March 28 and the one that they approved on April 1, 1836.

- The reservations that the Indians had approved in articles two and three of the earlier versions of the treaty were now limited to a maximum of five years “and no longer unless the United States grant them permission to remain on said lands for a longer period.”
- The compensation to the Indians in article four was enlarged by \$200,000 “in consideration of changing the permanent reservations...to reservations for five years only.” This additional compensation for the cession of their reservations would be paid “whenever their reservations shall be surrendered.” Until that time interest on the \$200,000 would be “annually paid to the said Indians.” The amount of interest was not specified nor was the manner of dividing the annual interest among the various Indians groups.
- The Senate then struck all of the original article five relating to the manner in which the \$300,000 for the payment of debts was to be administered. The new and final article five read as follows: “The sum of three hundred thousand dollars shall be paid to the said Indians to enable them with the aid and assistance of their agent to adjust and pay such debts as they may justly owe, and the overplus if any to apply to such other use as they may think proper.” This change gave to the Indian agent, rather than to a special commissioner appointed by the president and senate as provided in the original version, the authority to determine what debts were just. More importantly, in making this substitution, the Senate neglected to note that the supplemental article added by President Jackson had already modified that section of article five that dealt with any surplus in the fund for the payment of debts. The result was that the treaty specified two different ways of dealing with any surplus: the amended article five, like the original article five, provided that the “overplus if any” could be used for any purpose the Indians thought

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<sup>238</sup> For the Senate amendments see M668, roll 8, f. 100 [\[HRA015856\]](#) and M1, roll 72, p. 478 [\[004482\]](#). For the Senate vote on the amendments, see *Journal of the Executive Proceedings of the Senate of the United States of America*, vol. IV (24th Cong., 1 sess.), pp. 541-545 [\[HRA011014\]](#), 550 [\[HRA011019\]](#).

proper; the supplemental article provided that it should be “retained and vested by the government in stock” and could not be spent without the consent of the Senate and the President for at least twenty-one years.

- The Senate also amended article eight. Instead of the possibility of removing to the area north of St. Anthony’s Falls, the Michigan Indians were now offered only a place for “final settlement...South West of the Missouri River,” where the southern Indians were being congregated. The original article was theoretically strengthened by the addition of a phrase guaranteeing their final settlement place “forever.”<sup>239</sup>

The reasons for the changes inserted by the Senate are not indicated. Schoolcraft later wrote in his memoir that the amendments were the work of Senator Hugh L. White, the chairman of the Senate Indian Affairs Committee, who had “fallen out” with President Jackson and was himself a candidate to succeed Jackson in the upcoming 1836 election. Schoolcraft charged Senator White with “utter ignorance” of the Indians’ “history, character, and best interests;” a desire to “embarrass or disoblige President Jackson and his agents;” with violating “in some respects, the very principle on which alone” the Ottawa and Chippewa cession had been “obtained;” and with introducing “features of discord, which disturb the tribes and some of which will long continue to be felt.”<sup>240</sup>

While Schoolcraft’s account is plausible, i.e. that the Senate amendments were an attempt by Senator White to embarrass Jackson, it is equally plausible that the Senate was simply implementing the long standing federal policy of clearing Indian title from the Northwest Territory and, after years of approving treaties for ever smaller land cessions at steadily escalating costs, wished now to end the matter for all time. The Senate amendment to article four stated specifically that the intent was to change the reservations that Schoolcraft and Cass were willing to tolerate for another generation from “permanent reservations” to “reservations for five years only.” In this regard it is important to note that while Schoolcraft was in Washington negotiating this treaty, delegations from the Swan Creek and Black River Chippewas and from

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<sup>239</sup> At the instigation of the influential Baptist minister, Issac McCoy, article eight was also amended to provide compensation for the loss of improvements on land within the cession that had been developed by the Baptist mission board.

<sup>240</sup> Schoolcraft, *Personal Memoirs*, p. 538 [\[011667\]](#). At another entry, Schoolcraft noted that the Senate had ratified the treaty only with “essential modifications, which have not had a wholly propitious tendency. Ibid., p. 535 [\[011665\]](#).”

the Saginaw Chippewas of Michigan [both of which had ceded their lands, except for certain reservations which they retained, in 1807 and 1819 respectively], were also in Washington to negotiate new treaties in which they agreed to sell their remaining reservations and move west of the Mississippi River.<sup>241</sup> Taken together, these three treaties in 1836 with all the Indians of Michigan clearly had as their goal the abolition of all Indian land titles within the territory that was soon to become a state.

## Obtaining Indian Consent to the Amended Treaty

The Senate amendments necessitated the reconvening of the Indian leaders and the procurement of their assent to the changes. Returning to Michilimackinac from Washington at the end of May 1836, Schoolcraft issued a call for the Indians to assemble at Michilimackinac on July 10 to ratify the Senate amendments.<sup>242</sup> As a consequence of the creation of the Territory of Wisconsin on July 3, 1836, the governor of Michigan ceased to exercise the function of Superintendent of Indian Affairs in Michigan. Anticipating this event, the Indian appropriations act of June 14, 1836, provided for the creation of a separate office of Superintendent of Indian Affairs for Michigan to which Schoolcraft was appointed effective July 2, 1836. Henceforth, in addition to his duties as Indian agent at Michilimackinac, Schoolcraft and his successors would be solely responsible for all the Indians in Michigan. There was no additional compensation provided for this increase in responsibility, but the superintendent was now authorized to reside in Detroit, although he was encouraged to reside at Michilimackinac during “the open season of the year.” As a result of this decision, the superintendents gradually spent more and more time in Detroit, becoming increasingly isolated from their Indian charges.<sup>243</sup>

In addition to preparations for his meeting with the Indians to discuss the Senate amendments, Schoolcraft was also busy ordering the “goods and provisions” in the amount of \$150,000 that was provided in the treaty for distribution at the time of “ratification.” Shortly

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<sup>241</sup> Kappler, *Indian Affairs, Laws and Treaties*, 2: 461-462 [\[HRA010875\]](#), 482-486 [\[HRA010751\]](#), 501-502 [\[HRA010758\]](#), 516-517 [\[HRA011020\]](#). Schoolcraft, *Personal Memoirs*, p. 535 [\[011665\]](#).

<sup>242</sup> Schoolcraft to Cobbs, June 16, 1836 [\[004493\]](#); M1, roll 69, f. 159. Schoolcraft to Cass, June 20, 1836 [\[HRA000880\]](#); M1, roll 69, f. 161

<sup>243</sup> Cass to Schoolcraft, July 2, 1836 [\[HRA013941\]](#); M21, roll 19, p. 118. This document is also published in Carter, *Territorial Papers of Michigan*, XII: 1202-1203 [\[HRA014751\]](#). For the tendency of the Michigan Superintendent of Indian Affairs to reside solely in Detroit. See Hill, *The Office of Indian Affairs*, pp. 90 and 95 [\[HRA013668\]](#).



before the convening of the Indians at Michilimackinac, these plans were abruptly halted when Schoolcraft was informed by the newly appointed Indian Commissioner, Carey H. Harris, that the Senate had inserted into the recently passed appropriations bill a proviso prohibiting any payments authorized in the treaty “until the assent of the Indians is obtained to the modifications proposed to the treaty” by the Senate.<sup>244</sup> Harris then instructed Schoolcraft “to suspend any further proceedings, after the assent of the Indians is obtained, until he received “additional instructions.”<sup>245</sup> This would delay distribution of the treaty benefits to the Indians until late September.

On July 12, 1836, Schoolcraft presented to the assembled Indians a document that embodied the amendments inserted by the Senate the previous May. This document, entitled the “Articles of Assent to the Amendments of the Resolution of the Senate of the United States,” contained three articles:<sup>246</sup>

### ***Article One***

The Ottawa and Chippewa Indians agreed to cede to the United States “from and after the expiration of Five Years from the date of said resolution [the Senate resolution to amend the treaty], the several reservations made in the second & third articles of said treaty, and agree to receive the sum of Two Hundred Thousand Dollars...in consideration of the same.”

In return for the agreement to cede their reservations at the end of five years, the Indians were granted permission “to reside upon their reservations, after the period hereinafter mentioned, until the lands shall be required for actual survey and settlement (as the white population advances from the South toward the North)...”<sup>247</sup>

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<sup>244</sup> 5 Stat. 75 [\[HRA015999\]](#).

<sup>245</sup> Harris to Schoolcraft, July 6, 1836 [\[HRA013944\]](#); M21, roll 19, p. 133; copy in M1, roll 41, p. 9 [\[HRA002264\]](#). Harris had just been appointed to succeed Indian commissioner Elbert Herring on July 4. Shortly afterwards, Secretary of War Lewis Cass resigned to accept an ambassadorship. In “a private letter” from Cass, it was suggested to Schoolcraft that the contract for the \$150,000 of goods to be distributed to the Indians upon their assent to the Senate amendments should be awarded to one J.P.S. Riley of Schenectady, New York, a friend of Cass’s and a former Michigan resident. Schoolcraft, *Personal Memoirs*, p. 540 [\[011668\]](#). As soon as the Indians began to sign the “Articles of Assent,” Schoolcraft notified Riley to deliver the goods by August 21. Schoolcraft to Riley, July 13, 1836 [\[HRA001496\]](#); M234, roll 422, f. 162

<sup>246</sup> M668, roll 8, f. 106 [\[HRA015856\]](#).

<sup>247</sup> It was at this time that Schoolcraft first equated “survey and settlement “ with “required for settlement.” It is my opinion, as stated earlier, that Schoolcraft perceived no distinction between the two phrases and that he used them synonymously to describe the point in time at which the Indians’ right to hunt upon the lands ceased.

But “no part of the sum of two hundred thousand dollars is to be paid to them, until the reservations are actually surrendered....”[underlining in original text]

The interest on the \$200,000 was to be paid annually to the “local bands” according to the same “ratio fixed for the payment of annuities in the fourth article” of the treaty.

### ***Article Two***

The two tribes agreed to accept the Senate amendment striking the original article five of the treaty and to accept in its place the statement “The sum of three hundred thousand dollars shall be paid to the Indians to enable them with the aid and assistance of their agent, to adjust and pay such debts as they may justly owe, and the overplus if any to apply to such other use as they may think proper.”

### ***Article Three***

By this article the two tribes gave their assent to the Senate’s amendments to Article Eight of the original treaty. This is to say that they agreed to accept, as a place for the removal of some of their members, an area “southwest of the Missouri River.” At the same time, they also stated their belief that the Senate amendments to article eight did not “deprive them of the right of location among their kindred tribes” in the area between Lake Superior and the Mississippi River and north of St. Anthony’s Falls.

This article is filled with a great many “whereas” which cloud its meaning. My interpretation of this article is as follows:<sup>248</sup>

- A. In the original wording of the treaty agreed to in Washington in March 1836, the signatories “yield[ed] to the policy of the government (in providing a territorial refuge for the Indian tribes, west of the Mississippi)”by stipulating that whenever the tribes should “express the desire” to remove,” delegations would be sent both to the region north of St. Anthony’s Falls and to the area “at the disposal of the United states west of the Mississippi for the purpose of deciding upon a location for their future residence and final settlement.”
- B. The Senate then “withdrew the choice of locations” agreed to on March 28 and, by its amendment to article eight, “confined” the choice only to the “country

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<sup>248</sup> All of the quotations in the following sections, A-D, are taken from the Articles of Assent, M668, roll 8, f. 0106-0111 [\[HRA015856\]](#).

Southwest of the Missouri river” where the effects of the “soil and climate” upon the “health and habits” of the two tribes were presently “unknown.” According to the wording Schoolcraft employed, however, this amendment did not prevent them from “reunite[ing] with their kindred tribe on Lake Superior, and the region west of it [the area north of St. Anthony’s Falls].” Rather, according to his wording of Article Three of the “Assent,” in their acceptance of removal in the original article eight, the Indians had understood that those of their number who elected to “go west, or Southwest of the Mississippi would be provided with the means of executing their desire at the expense of the United States,” while those who chose to emigrate to the region north of St. Anthony’s Falls would do so at their own expense. Otherwise, they “would not, in any consideration, have signed the treaty without such option.”

- C. Understanding, therefore, that “the practical operation of the withdrawal of the choice of location...does not deprive them of the right of location among their kindred tribes” and that the Senate had acted “without an intimate knowledge of their geographical position and feelings,” they were willing, with this understanding, to assent to the “Senate’s respective amendments....”
- D. The Grand River Ottawas apparently expressed a willingness to consider migration to the area southwest of the Missouri. If they did so, it was with the understanding that the expense of their emigration would be borne by the United States.

Schoolcraft commented upon what he told the Indians in July 1836 on at least two other occasions. When he forwarded the “Articles of Assent” to Secretary of War Lewis Cass on July 18, 1836, he informed Cass that “a part of the chiefs” had “strenuously” opposed “the cession of the reservations at the expiration of five years.” They had finally been brought around, he wrote, “on a consideration of the practical operation of the provision, contained in the 13th article of the

treaty, which secures to them indefinitely, the right of hunting on the lands ceded, with the other usual privileges of occupancy, until the land is required for settlement.”<sup>249</sup>

Later, in his 1839 annual report to the commissioner of Indian affairs, Schoolcraft again described what had transpired at the July 1836 meeting. In this document Schoolcraft stated that when the Indians agreed to the first version of the treaty in March 1836, they understood that in ceding all their lands, except the fourteen reservations, they were “reserving at the same time the usufructuary right of living and hunting upon and cultivating the ceded portion of the soil, until it was actually required for settlement.” Confronted in July 1836 with the Senate amendment that “changed the tenor of the reserves from perpetual to a limited number of years,” they finally accepted the amendment by “throw[ing] themselves upon the usufructuary right to the ceded territory, secured to them by the 13th article of the treaty and they subsequently gave up the idea of concentrating on the reserves....” However, he then went on to state that “This policy,” i.e., the change in the status of the reservations from “perpetual to a limited number of years,” was “not so fully known at the public councils held with them in the summer of 1836” and only subsequently did it become “manifest” to them. There is, therefore, some question about what the Indian’s understood in 1836 to be their tenure on the fourteen reserves. Schoolcraft’s two accounts are, however, in agreement that the Indians understood, both in ceding the lands agreed to in the first version of the treaty and in ceding the reservations in the “Articles of Assent,” that they retained only a usufructuary right to these lands and that this usufructuary right would last only “until it [the land] was actually required for [white] settlement.”<sup>250</sup>

Analysis of the dates upon which the Indians affixed their marks to the “Articles of Assent” and subsequent correspondence indicates that the Senate amendments were explained to different

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<sup>249</sup> Schoolcraft to Cass, July 18, 1836 [\[HRA003202\]](#); T494, roll 3, f. 368. Here, in his cover letter to the Articles of Assent, Schoolcraft, repeated the phrase in the treaty, “required for settlement,” even though in the Articles of Assent he had used the phrase “actual Survey and Settlement.” This is yet another indication that he perceived no significant differences between the two phrases.

<sup>250</sup> *Annual Report of the Commissioner of Indian Affairs, 1839* (Washington D.C.: National Cash Register Microcard Editions, no date given), pp. 476-477 [\[HRA013945\]](#); hereafter cited as *ARCIA, year* (NCRM edition). See also Anne Abel, *The History of Events Resulting in Indian Consolidation West of the Mississippi*, in *Annual Report of the American Historical Association for the Year 1906*, p. 410, note d [\[HRA012981\]](#), where she wrote: “All parties seem to have been anxious to have the Northwest relieved of its Indian encumbrance at this juncture. In February, 1836, the Senate passed a resolution looking toward that end....” Schoolcraft’s use of the word “perpetual” when referring to the reservations created in the first version of the treaty is not to be taken literally. Indian policy in the Northwest Territory had always been that any reservations permitted to Indians in cession treaties were temporary. At some future time the federal government always returned to negotiate a further reduction of these reservations, until there was no land left in Indian ownership.

groups of Indians at various times rather than at a single mass meeting of all the Indian leaders. In the cover letter in which he forwarded the assent of the Indians to Secretary Cass on July 18, 1836, Schoolcraft stated that he had convened the “chiefs” on the twelfth, fourteenth, fifteenth, and sixteenth of July. The “marks” of twenty seven Indians were affixed to the Articles on July 12, an additional twelve on July 14, thirty one more on July 15, and fourteen on July 16, 1836. Subsequently, thirteen “of the Southern Chiefs and principle men” who were late to arrive affixed their marks on July 22, 1836. Since Schoolcraft had already forwarded the Articles to Washington on July 18, he was obliged to recall the earlier document and replace it with a second that included the July 22 “marks.” The final copy of the “Articles of Assent” thus states that the Articles were “made and concluded at Michilimackinac, in Michigan on the twelfth day of July,” even though the consent of most of the Indians were not obtained until later.<sup>251</sup>

On the same day that he submitted the first version of the “Articles of Assent” to Washington, Schoolcraft also submitted a memorial from the Indians addressed to the President of the United States. In this petition the Indian leaders, noting that they had “acceded to the Senate amendment requiring them to cede “their reservations at the expiration of five years,” now requested that the president grant them “such aid...as may, at the expiration of said term, enable them to locate themselves among their relatives, the Chippewas, west of Lake Superior....” They stated that they had “acceded to the government’s wishes in regard to a Southwestern location so far as any of their number might be induced to go thither,” but that their attention was mainly focused on the area north of St. Anthony’s Falls where they believed they could combine hunting with the cultivation of “the small Indian corn,” thereby becoming “prosperous” and at the same time avoid “disturbance from white settlers who would find the “wet lands and forests of small growth...unfavorable to dense and compact white settlements....” In selling their lands in Michigan, they stated they had taken “into consideration” the value of the proposed location north of St. Anthony’s Falls, as well as the “expense of removal to it.” They now called upon the President to enter into negotiations with their Chippewa relatives who owned this area for the purpose of purchasing “a location for our future permanent residence.”<sup>252</sup>

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<sup>251</sup> See Schoolcraft to Cass, July 22, 1836 [\[HRA013946\]](#); T494, roll 3, f. 376 Schoolcraft to General Hugh Brady, August 3, 1836 [\[HRA003240\]](#); M1, roll 37, p. 16

<sup>252</sup> Schoolcraft to Cass, July 21, 1836 [\[HRA013948\]](#); M234, roll 402, f. 235

Although Indian Commissioner Harris advised Schoolcraft in August 1836 that the Indians' "memorial" would be "laid before the President upon his return" the topic was never again mentioned in the archival documents. Harris dutifully reported their request in his annual report for 1836, but no action was ever recommended to Congress.<sup>253</sup> The government's failure to consider their request to emigrate to the region north of St. Anthony's Falls undoubtedly played a role in their subsequent decision to remain in Michigan, albeit without title to any land after 1841.

Following the signing of the Articles of Assent, there is little in the archival record describing events for the following two months. Schoolcraft was apparently so busy with preparations for the various payments to the Indians under the treaty that his correspondence suffered. We do know that he informed the "chiefs" at the time of the signing of the Articles of Assent that they should assemble their people at Michilimackinac on September 1 for the distribution of goods and annuities called for in the treaty. The few available documents indicate that the Grand River Ottawas were a special concern. At the time of the signing of the Articles of Assent, Schoolcraft learned that because the Grand River bands used "only log canoes" they could not venture out on "the open lake" and that special arrangements would have to be made to distribute their share of the treaty goods and annuities at Grand River, rather than Michilimackinac. Further, anticipating that their lands would be the first to be entered by settlers, the Grand River "chiefs" had requested that the improvements on their lands be appraised immediately so that they could be paid this additional amount "next spring." To facilitate a quick appraisal, the "chiefs of Grand River below the rapids" informed Schoolcraft that they were going to gather their people at "their old village [underlining in original], five miles below the foot of the Rapids" until arrangements were made for "surveying their lands." Schoolcraft approved their plans, saying it would remove them from "places where they are subject to many disadvantages...." In September 1836, when payments were made to the Grand River bands at their old village, the officer in charge was instructed by Schoolcraft to ascertain whether they would send a delegation to "the country proposed for their future residence, southwest of the Missouri [River]" in the spring. He was also to bring to their attention "the stipulation in the treaty which provides for

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<sup>253</sup> Harris to Schoolcraft, August 2, 1836 [\[HRA013954\]](#); M21, roll 19, p. 341. *ARCIA, 1836* (NCRM edition), p. 23 [\[HRA013957\]](#)

locating their band on a reservation of 70,000 acres on or north of the river Pierre Marquette” and endeavor to get them to make a “location” there before winter. He was to use whatever “arguments you deem just to convince them of the impossibility of their remaining in their present position” and to impress upon them the “advantage of securing the proposed location before it is preoccupied.” While these fragments of correspondence indicate that the area north of Grand River was anticipated to be opened to settlement shortly after the final approval of the treaty and that the Grand River Ottawas were expected either to emigrate to the southwest or to a reservation north of the Pere Marquette River, efforts to persuade them to vacate their homelands would fail. The Grand River Ottawas refused to leave their homes and instead became wanderers in their former lands, gradually retreating northward as white settlement advanced.<sup>254</sup>

The distribution of annuity moneys, the payment of \$30,000 to the “chiefs,” the payment of \$150,000 to the Indians’ relatives in lieu of reservations, the distribution of the \$150,000 worth of goods promised in the treaty, and the payment of \$220,000 in traders’ debts took place at Michilimackinac during the month of September 1836. The only account of this momentous and mammoth undertaking appears in Schoolcraft’s *Personal Memoirs*. He estimated that approximately 4,000 Indians were camped on the “beaches and coves of the island” where they were “subsisted by the Indian Department” at a cost of over \$8,000. Such an “assemblage of red and white men,” he speculated, had “probably never assembled here before....” According to his account, the “Indians went away with their canoes literally loaded with all an Indian wants, from silver to a steel trap.” Reflecting on his fourteen years as Indian agent, he compared their condition in 1822 “when they were poor, in a region denuded of game, and without one dollar in annuities,” to their situation now when “They are the acme of Indian hunter prosperity, with every want supplied, and a futurity of pleasing anticipation.”<sup>255</sup>

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<sup>254</sup> Schoolcraft to Harris, July 16, 1836 [\[HRA013959\]](#); M234, roll 402, f. 231. Schoolcraft to Eight Chiefs of the Gr. Rv. Valley, July 22, 1836 [\[HRA003237\]](#); M1, roll 37, p. 8. Schoolcraft to Lieutenant J. B. Kingsbury, September 20, 1836 [\[HRA003242\]](#); M1, roll 37, p. 33. In September 1836 the Commissioner of the United States General Land Office inquired whether the Indians had assented to the Senate amendments in order to determine if his office might begin surveys in the areas ceded. See Ethan Brown to Harris, September 2, 1836 [\[HRA001479\]](#); M234, roll 422, f. 135. In a report prepared for the land claims of the Chippewa Indians before the Indian Claims Commission, a map of the lower peninsula of Michigan was prepared which set forth the dates of surveys and land sales in the lower peninsula. These maps show that surveys north of the Grand River were begun in 1837 and that the first sales in the area were made in August and September of 1839. See Robert N. Warner, *Economic and Historical Report on Royce Area III* (no date), in *Chippewa Indians V* (New York: Garland Publishing Inc., 1974), pp. 107 (surveys) and 113 (land sales) [\[HRA013960\]](#). Warner’s maps were based upon a study by Dallas L. Jones, “The Survey and Sale of the Public Land in Michigan, 1815-1862,” M.A. thesis, Cornell University, 1952.

<sup>255</sup> Schoolcraft, *Personal Memoirs*, p.543 [\[011669\]](#).

## The Meaning of the 1836 Treaty

In the 1836 treaty the Chippewa and Ottawa Indians ceded title to all their land except for fourteen “tracts” that they reserved for their sole use. Because of amendments insisted upon by the Senate, Indian title to these fourteen tracts, which initially [first version of March 28, 1836] had no time limits, was limited to “five years from the date of the ratification of this treaty, and no longer unless the United States shall grant them permission to remain on such lands for a longer period....” [Articles Two and Three]<sup>256</sup>

It is only in Article Four of the treaty that the fourteen tracts reserved for Indian use in Article Two and Three are referred to as “reservations,” and it is stated there that “in consideration of [Indian consent to] changing the permanent reservations in article two and three to reservations for five years only,” the United States would pay the sum of \$200,000 “whenever their reservations shall be surrendered....”

The treaty did not use the word “cede” or “cession” with respect to the fourteen reservations as it did with all the other land relinquished. However, Article Four suggests that the United States was providing in advance for the cession of the fourteen reservations at the end of five years.

What is implied in the treaty was made explicit in the Articles of Assent prepared by Schoolcraft and signed by the Indians on July 12, 1836. Article One of the Articles of Assent states clearly that in return for an assurance that they would be permitted to reside on the fourteen reservations “until the lands shall be required for actual Survey and Settlement,” the tribes “hereby cede to the United States, from and after the expiration of five years from the date of the said resolution [i.e., the Senate resolution adopting the amendments proposed by the Senate Committee on Indian Affairs on May 20, 1836] the several reservations made in the second and third articles of the said treaty, and agree to receive the sum of Two Hundred Thousand Dollars offered by the Senate of the United States in consideration of the same....”<sup>257</sup> Subsequent correspondence on this topic, to be discussed in Parts Four and Five of this report,

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<sup>256</sup> Kappler, *Indian Affairs: Laws and Treaties*, 2:450-456 [[HRA015325](#)].

<sup>257</sup> Schoolcraft made the same point in his cover letter in which he forwarded the Articles of Assent to Washington. He referred there to the “strenuous opposition” of some of the Indians to the “cession of the reservations at the end of five years.



indicates that the Indian Office operated on the principle that the reservations were ceded to the federal government five years after the adoption of the Senate amendments, or May 20, 1841.

Whatever the date at which the fourteen reservations ceased to be Indian property, there is no doubt that the Indians were informed that they could continue to reside on these former reservations until they were “required for actual Survey and Settlement” to white settlers. They were also told that their right to hunt and to “the other usual privileges of occupancy” on these lands were guaranteed “until the land is required for settlement.” Only on that condition had Schoolcraft been able to secure Indian consent to the Articles of Assent.

The treaty, as amended by the Senate, was less than clear. By striking sections of the initial version agreed to on March 28, 1836, and inserting poorly worded modifications that were inconsistent with the earlier version, it left many unanswered questions that would plague both the Indians and their agents for many years to come. The Articles of Assent clarified the date of cession of the fourteen reservations, but they did not clarify all the ambiguities and inconsistencies in that document. Some of the most pressing problems created by the amendments to the treaty, to be discussed in Parts Four and Five of this report, are briefly listed below.

- The original version of the treaty had provided for fourteen reservations whose duration was not specified. The purpose of this provision, according to Schoolcraft, was that the Indians “would find themselves so far advanced in agriculture, letters, and the arts, at the termination of the 20 years annuity, as to be able to sustain themselves thenceforward without reliance on the chase.” When the Senate limited their tenure on these land to five years, the Indians “gave up the idea of concentrating on the reserves as it was foreseen the time would expire before they could derive permanent benefit from them. Five years appeared to them too short a time to justify” relocating on the reserves and “open[ing] new planting grounds”<sup>258</sup> Thus, as a result of the Senate amendments, there was little incentive for the Indians to avail themselves of the schools and agricultural implements

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<sup>258</sup> *ARCIA, 1839* (NCRM edition), p. 477 [\[HRA013945\]](#). Schoolcraft’s estimate of twenty years to transform the Ottawas and especially the Chippewa into settled, educated farmers was, of course, hyperbole; no group of Indians had ever made the transformation from hunting, farming, and gathering to farming only in twenty years. Agriculture in the northern peninsula where the Chippewas primarily resided was never a viable alternative. Nevertheless, the fourteen reservations were intended to be places of refuge where the Indians could begin the transformation from their old way of life to something approximating that of white Americans.

provided for in the treaty, or to avail themselves of the services of the farmers and mechanics provided. Most of the expenditures on these items would be wasted with little benefit to the Indians.

- The original version of the treaty provided for the possibility of removal to the area north of St. Anthony's Falls. While there is scant evidence that the Indians ever seriously entertained the idea of leaving their homes, whatever hope there was that they would embrace removal was dashed by the amendment confining their option to the area south of the Missouri River. Repeated efforts to remove them all failed.
- Some of the Indians understood very well that Article Five of the treaty provided that whatever money remained in the \$300,000 fund to pay their creditors, after those debts were paid, should be paid to them. The government's insistence that the provision for these funds in the "Supplemental Article" superseded Article Five resulted in repeated charges that the treaty was not being honored.
- Once the Indians understood that they would be without any land titles after May 20, 1841, and once they determined not to remove to the west, some of them began to purchase land in Michigan with their annuity money. This possibility apparently had not been envisioned by the federal government which mistakenly believed that removal was the only course open to the Indians once their former lands began to be sold to white settlers. Although the government could not prevent the Indians from purchasing lands in Michigan, it discouraged their efforts. Furthermore, because the federal government failed to authorize the General Land Office to survey the reservations until well after 1841, no one, including the Indians who resided there, was permitted to purchase these lands. Thus, the lands that were the most improved [lands cultivated by the Indians] were not eligible for Indian purchase.
- Schoolcraft wrote that the purpose of the treaty provision for an annual delivery of salt and fish barrels was to "enable them to engage in the fisheries,"<sup>259</sup> but this provision made little sense after the removal provision was inserted and even less after their guaranteed tenure on the reservations was limited to five years.

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<sup>259</sup> Ibid., p. 476 [[HRA013945](#)].

The treaty as proclaimed permitted the Indians to exercise the “usual privileges of occupancy, until the [ceded] land is required for settlement.” The Articles of Assent referred to “actual survey and settlement.” The meaning of these terms was early questioned by settlers, resulting in clarification of the time when Indians had to abandon hunting on the ceded lands.

## **Part 5: Implementing the 1836 Treaty**

### **Significance of the Years, 1836-1841**

No one understood the terms of the 1836 treaty better than the Michigan Superintendent of Indian Affairs, Henry Schoolcraft. Not only had Schoolcraft negotiated the treaty terms, but he was also the person who interpreted the Senate's amendments to the treaty in the Articles of Assent. As questions arose about the meaning of various parts of the final document, it was usually Schoolcraft who provided the initial interpretation, and it was Schoolcraft who was charged with implementing the treaty's provisions. Most of the important clarifications of the treaty's provisions occurred during the first five years after the treaty went into effect, and Schoolcraft, who was a meticulous record keeper, compiled an extensive record, unlike most of his successors, of the questions that arose and the decisions that were made.

In the course of implementing the treaty provisions, Schoolcraft encountered considerable opposition from the L'Arbre Croche Ottawas, particularly from Augustin Hamlin, Jr., who would challenge a number of his decisions. His determination to appoint many of his relatives, including his brother, James Schoolcraft, and his wife's relatives, the Johnston brothers, to government positions, while understandable from the point of view of obtaining literate subordinates who also spoke the Indians' language, as well as his partisan loyalty to the Democratic party at a time when its influence in Michigan was waning, drew increasing criticism from his detractors: Indians, disgruntled Métis relatives of the Indians, traders who believed that they had not been fairly compensated, and members of the Whig opposition in Michigan. Efforts to oust him from his position as superintendent mounted during the last years of his tenure, and as they did, Schoolcraft became increasingly intransigent. None of these efforts succeeded until the Whigs took control of the federal government in 1841. At that time, although none of the earlier charges against his administration had been proven, Schoolcraft was summarily sacked. His replacement, the trader Robert Stuart, was not inclined to maintain the voluminous correspondence that Schoolcraft did. As a result, the archival record becomes thinner after 1841, and our knowledge of what was occurring in treaty cession area correspondingly declines.

## Immediate Problems

Although Schoolcraft professed satisfaction with the treaty negotiations and the first distribution of benefits under the treaty, problems quickly surfaced.

As anticipated, the Grand River Ottawas did not attend the distribution of annuity goods at Michilimackinac in September 1836. Their payments were not made until the spring of 1837. The Grand River Ottawas thereafter requested annual payments near their homelands, and, as subsequent annuity payments were made later and later in the following years, these Indians were often not paid until winter had set in, further increasing their hardships and contributing to their disorientation.

Nor were the Indians given their allotments of salt, tobacco, or fish barrels at the 1836 distribution. These items had been “overlooked” when the Indian Office placed its order for goods to be assembled for the distribution at Mackinac. The Indians apparently made this omission known to Schoolcraft immediately and he entered a “verbal contract” to obtain the fish barrels and requested that the tobacco and salt be provided “at the earliest time.” In December two Indians from Sault Ste. Marie, who reported that they still had not received the barrels, confronted Schoolcraft in Detroit. The record is not clear whether this obligation was met in 1836, but it appears that a contract was issued to “furnish two hundred barrels” in 1836 and the same number in the spring of 1837. Schoolcraft advised the Indian Office in December 1836, however, that the congressional appropriation for fish barrels was inadequate to meet the full treaty quota of four hundred barrels.<sup>260</sup>

At the distribution of annuity goods in September 1836, a specially appointed commissioner, J.W. Edmonds, who had been appointed to examine the “half-breed” claims, made the payment of treaty obligations to the relatives of the Indians. Schoolcraft was not, therefore, directly involved in these payments, although he was present. Immediately afterwards, however, Schoolcraft was confronted with “repeated applications” from Indians and their relatives who expressed dissatisfaction with the decisions made by Judge Edmonds about who was a “half breed” and who was not. Since the “half breed” payments were larger than those given to

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<sup>260</sup> Harris to Major Henry Whiting, September 30, 1836 [\[HRA014018\]](#); M21, roll 19, p. 493. Schoolcraft to Harris, December 6, 1836 [\[HRA003272\]](#); M1, roll 37, p. 111. Schoolcraft to Cobbs, December 7, 1836 [\[HRA003273\]](#); M1, roll 37, p. 112. Schoolcraft to Harris, December 3, 1836 [\[HRA003251\]](#); M1, roll 37, p. 57.

“Indians” as annuitants, Edmond’s decisions, made without prior experience of Chippewa and Ottawa culture, led to bad feelings, particularly among the Sault Chippewas who complained that “many poor persons of this place” were not only were denied payments as “half breeds” but actually received “nothing.” Schoolcraft forwarded some of these complaints to Washington saying that since he did not make the decisions and the distributions had already been made, he did not “perceive any practicable method” by which Edmonds awards could be rectified. I found no response to his notification that errors had been made, but the Indians continued for years afterwards to express the belief that they had been unfairly treated in this matter.<sup>261</sup>

It was also in the aftermath of the annuity distributions that Schoolcraft made two fateful decisions about personnel. In November 1836 he recommended the appointment of his brother-in-law, William Johnston, as “keeper of the dormitory” that was to be erected at Mackinac Island under article seven of the treaty. In this capacity, Schoolcraft urged, Johnston could also serve as subagent at Mackinac without additional cost to the government. Within days after Johnston’s nomination, Captain John Clitz, the military commander at Fort Mackinac died suddenly and Johnston took charge of Indian affairs at Mackinac during the period of Schoolcraft’s residence in Detroit. At this same time John Johnston, another of Schoolcraft’s brothers-in-law, was appointed interpreter at Sault Ste. Marie. Both brothers subsequently had problems with their superiors, William Johnston with Schoolcraft and John Johnston with Major Cobbs, the military commander at Sault Ste. Marie, that resulted in both being dismissed from their offices. The bad blood occasioned by the dismissal of William Johnston led to William Johnston becoming an embittered and very vocal critic of Schoolcraft’s administration.<sup>262</sup>

## **The Meaning of Article Thirteen of the 1836 Treaty**

Article thirteen of the 1836 treaty specified that the Indians were to maintain the “right of hunting on the lands ceded, with the other usual privileges of occupancy, until the land is required for settlement.” In the Articles of Assent to the Senate amendments, this right was

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<sup>261</sup> Shawwano to Schoolcraft, October 11, 1836, and Schoolcraft to Harris, November 28, 1836, M234, roll 770, f. 207. [\[HRA015046\]](#)

<sup>262</sup> Schoolcraft to Harris, November 11, 1836 [\[HRA003263\]](#); M1, roll 37, p. 56. Schoolcraft to Cobbs, November 5, 1836 [\[HRA003252\]](#); M1, roll 37, p. 66. Schoolcraft to Harris, November 2, 1836 [\[HRA003250\]](#); M1, roll 37, p. 90. Schoolcraft’s appointment of his relatives to office and the subsequent difficulties that these appointments occasioned are examined in detail in Bremer, *Indian Agent and Wilderness Scholar*, pp. [175-176](#), [181-182](#), [186-187](#), [198-208](#).

extended to the reservations that the Indians agreed to give up at the end of five years with the further clarification that they would maintain the privileges of occupancy on these lands until they were “required for actual survey and settlement.” Additional clarification of the meaning of the words “settlement” and “sale” were demanded almost immediately after the treaty was proclaimed.

In February 1837 Schoolcraft was approached by two different groups of settlers who wanted to know at what point in time the Indians’ right to hunt on ceded land ceased to exist. The first request concerned former Potawatomi land in Branch county which was governed by the 1821 treaty that Cass had negotiated in Chicago with Schoolcraft in attendance. Schoolcraft told the settlers that under the terms of the 1821 treaty, the Potawatomis retained the right to hunt on the ceded lands until “the lands are entered, at the land office by settlers....” When settlers entered their claims, the Potawatomis’ right to hunt on those lands “ceases.” [underlining in original] However, Schoolcraft also informed these settlers that the Indians’ right to hunt “appears to apply to lands surveyed & not sold.” [underlining in original]<sup>263</sup>

The second request, dated just a few days after the inquiry about the Potawatomi lands, came from a group of citizens at Grand Rapids who were concerned about the hunting rights of Ottawas on land just north of the Grand River. They wanted to know if the Ottawas maintained “an exclusive right to the occupancy of these lands” until they were “surveyed and offered for sale” and whether the Ottawas possessed a further right to “demolish” buildings erected by “squatters” on those land and to “drive them [the squatters] off” these lands.<sup>264</sup>

In his reply, Schoolcraft stated that he would refer their question to Washington for a definitive reply but in the meanwhile he had “no hesitation in expressing my private opinion” which was that the “right secured to the Indians by the 13<sup>th</sup> article of the treaty applies to the lands while they remain the property of the United States, and ceases the moment any part of it becomes private property.” The Indians, however, had “no right to offer any impediment to settlement by pulling down or otherwise injuring fences, or buildings.” Instead, where the Indians “conceive their lands to be prematurely occupied,” they should bring their “remonstrance

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<sup>263</sup> Schoolcraft to Thomas G. Holden, February 16, 1837 [\[019838\]](#); M1, roll 37, p. 164.

<sup>264</sup> Letter from three citizens at Grand Rapids to Schoolcraft, February 20, 1837 [\[004262\]](#); M234, roll 422, f. 635.

to the government.” Until the Indian Office rendered a decision, he cautioned a “course of prudence and forbearance on both sides....”<sup>265</sup>

The same day that Schoolcraft replied to the three citizens from Grand River, he wrote to Indian Commissioner C.A. Harris requesting a ruling on the topic of the Indians rights to ceded land under article thirteen.<sup>266</sup> The immediate question, he stated, was “local and temporary.” It would pass away once the Indians’ improvements were appraised and paid and they were removed to the reservation on the Manistee River, but the “principal involved, is an important one” and would undoubtedly arise again as white settlements moved northward from Grand River.

The cession made in the 1836 treaty could not have been obtained without guaranteeing to the Indians a right “to hunt upon, and occupy the lands, ceded, until they were required for settlement,” Schoolcraft continued. Because this right was of such great concern to the Indian treaty negotiators, he had explained this provision “carefully...stating that as fast as the lands were surveyed and sold, thus converted into private property, this right would cease.” At another place in this same letter, Schoolcraft wrote that until the land was sold their right to hunt “on all portions of the territory ceded, not surveyed and sold” remained intact. This view, he said, was again conveyed at the time the Indians were asked to approve the Articles of Assent. In this letter, Schoolcraft also wrote, “It was believed from the best information then extant, that portions of the large and imperfectly explored territory ceded, were uninviting to agriculturalists, and would be chiefly valuable for lumber and mill purposes, and to these tracts the Indians adverted as places of temporary residence.”<sup>267</sup> In one respect, Schoolcraft’s analysis of the situation at Grand River was in error. The problem that brought about the request for a ruling was occasioned not by the Indians, he correctly reported, but rather by “the conflicting interests of white men” who had crossed “over into the Indian country, before it is surveyed and offered for sale.”<sup>268</sup> He believed that the problem would soon disappear because the Indians “expect to

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<sup>265</sup> Schoolcraft to “Gentlemen,” February 27, 1837 [\[HRA001632\]](#); M234, roll 422, f. 635-637. It should be noted that the version of the February 20, 1837, letter used in the *U.S.A. v. Michigan* trial, Exhibit 84-A [\[004262\]](#), was based upon a copy of that letter recorded in M1, roll 41, p. 177 [\[HRA014019\]](#), which *incorrectly transcribed* portions of the original letter.

<sup>266</sup> Schoolcraft to Harris, February 27, 1837 [\[019843\]](#); M1, roll 37, p. 168 and M234, roll 422, f. 631 [\[HRA001627\]](#).

<sup>267</sup> Ibid [\[019843\]](#), [\[HRA001627\]](#).

<sup>268</sup> Ibid [\[019843\]](#), [\[HRA001627\]](#).



leave that portion of country the present season.” In this assumption, Schoolcraft was wrong. The Grand River Indians would neither emigrate west of the Mississippi River nor move north to the Manistee River.

Commissioner Harris regarded the question about article thirteen of sufficient importance that, rather than rule on it himself, he submitted it to the Attorney General of the United States, Benjamin F. Butler. In April Butler ruled, agreeing with the interpretation that Schoolcraft had placed on the meaning of article thirteen. Article thirteen, Butler wrote, “must be regarded as reserving the use of the ceded lands, for all purposes of Indian occupancy as it existed prior to the treaty, until such lands have been actually disposed of to individuals, by the United States.” Disposition could be made by sale under the federal land laws or “in any other way that Congress may direct” but only when “an actual disposition of any particular tract should be made,” and only then, would “the usufructuary right of the Indians...cease as to such tract.” [underlining in original] Neither the federal government nor a citizen could interfere with the Indians’ right until the land passed into private hands. In informing Schoolcraft of the Attorney’s General’s opinion, Indian Commissioner Harris advised him to “give it publicity.”<sup>269</sup> This he did by having Butler’s opinion published in newspapers throughout the state.<sup>270</sup>

At the time of this controversy over the Indians’ usufructuary rights in the newly ceded area north of Grand River, federal land law provided that land had to be surveyed before it could be sold and settlement was authorized only on purchased land. Federal land policy envisioned a sequence of events for the passage of land from federal to private ownership. First, the federal government had to obtain a land cession from the Indians. Next, the ceded land had to be surveyed. Only then could the former Indian lands be offered for sale to white settlers. However, the law was so often violated in practice by persons who established a claim to lands before they were surveyed that Congress was forced to recognize the right of these “preemptionists.” In 1841 Congress capitulated to the preemptionists and approved the principal of preemption on “surveyed land.” Thirteen years later it agreed to recognize preemption rights on “unsurveyed

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<sup>269</sup> B.F. Butler to J.R. Poinsett, Secretary of War, April 20, 1837 [\[HRA001554\]](#); M234, roll 422, f. 394 Harris to Schoolcraft, April 21, 1837 [\[HRA002378\]](#); M1, roll 42, p. 343.

<sup>270</sup> Schoolcraft to Harris, May 4, 1837 [\[HRA003302\]](#); M1, roll 37, pp. 205 and 210.

land.”<sup>271</sup> Thus, until preemption was authorized in 1841, the Indians’ right to the usufruct in the ceded area of the 1836 treaty was to be upheld until the land was both surveyed and disposed of by the federal government. After 1841 preemptionists could contest the Indians’ use of the land they claimed but only if the land had been surveyed, otherwise the Indians’ right prevailed in theory. That was the law. In practice, however, preemptionists would harry the Indians north of Grand River and their only legal recourse was to appeal to a distant agent in Detroit or to abandon their use of the land.

## **The Grand River Ottawas**

As indicated above, it was the Grand River Ottawas who first experienced the inroads of white settlers into their former homelands. Although it is clear from an examination of article thirteen of the treaty that they should have been allowed to continue their use of the land ceded in the treaty until it was surveyed and sold, preemptionists frequently seized land and forced the Indians off. Their plight was further exacerbated by Schoolcraft’s stubborn belief that they would soon emigrate either to the area west of the Mississippi River or move to the reservation on the Manistee River, some one hundred miles to the north.

One band of the Grand River Ottawas did leave the area entirely in 1837 and moved south of Grand River into Barry County. There they took up residence at the Ottawa mission near Gull Prairie on land purchased by the Reverend Leonard Slater with proceeds that he had obtained in the 1836 treaty. It was Slater’s belief that the Indians would be aided in their transformation into settled agriculturalists if they took up residence among white settlers. In time, Slater would become discouraged at this prospect. In the meanwhile, these Indians were cut off from the annuity and other payments under the treaty. In addition, squatters occupied their former homes and fields. Expecting to be paid for the improvements on their abandoned lands once the government appraisers conducted their inventory of ceded lands, these Indians had leased their “houses, fields, together with [a] sawmill” to a number of “different individuals,” but squatters quickly seized them and were determined to hold them unless their Indian agent intervened. Schoolcraft was clearly opposed to the Ottawa mission experiment, advising his superior that “it

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<sup>271</sup> See Paul Wallace Gates, “Land Tenure,” in *Collier’s Encyclopedia* (New York: P.F. Collier & Son, 1959), p. 129 [[HRA014020](#)] and Vernon Carstensen, ed., *The Public Lands, Studies in the History of the Public Domain* (Madison: The University of Wisconsin Press, 1963), pp. xvii and xxiii [[HRA015316](#)].

is adverse to the policy of the government to encourage settlements of this nature at points east of the Mississippi.” When these Ottawas appealed for cattle and agricultural tools, Schoolcraft advised that they be denied, saying that these items were being distributed at the Manistee reservation which has been set aside for all the Grand River bands.<sup>272</sup>

The remaining Grand River Ottawas were in an “unsettled state,” Schoolcraft reported. Beset by the squatters who were moving into the lands north of Grand River and refusing to move either to the reservation north of the Pere Marquette River or west across the Mississippi River, they quickly became an embarrassment to his office. As their condition worsened Schoolcraft began to blame them for their plight, calling them “emigrants or wanderers” who were “now, with few exceptions, much addicted to the use of ardent spirits, and degraded in their condition.”<sup>273</sup>

In the summer of 1837, when the appraisers of the Indian property in the ceded areas arrived at Grand River, they were met by a “number of the principal chiefs and a considerable body of Indians” who restated the complaint that had been made to Schoolcraft earlier that year. Their former homes and fields had been taken by “forcible possession” they complained, and the squatters had told them “inasmuch as they had sold their lands by Treaty to the Government all their right and title had ceased and that they must surrender possession whenever a white man approached.” So many preemptionists had invaded the Ottawas’ former homelands that their removal “will occasion much embarrassment to Government, unless some decisive measures are soon adopted,” the appraisers warned. Their work along Grand River was then postponed until July at the request of the Ottawas who were “scattered in different sections planting corn.”<sup>274</sup> There is no evidence that any “decisive measures” were taken to drive the squatters from these lands. Instead, calls for the Indians’ removal increased.

In the spring of 1838, the Ottawa Colony Indians protested to Schoolcraft, saying that he had not kept his promises: they had not received any of their annuity payments and could not purchase clothing or land as a result. They awaited a teacher, a smith, and a farmer, none of whom had appeared. Their appeal was seconded by a resident of Grand Rapids who wrote

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<sup>272</sup> Schoolcraft to Harris, January 13, 1837 [\[HRA003282\]](#); M1, roll 37, p. 134 Slater to Schoolcraft, March 29, 1837 [\[HRA002376\]](#); M1, roll 42, p.289Schoolcraft to Harris, April 8, 1837 [\[004521\]](#); M1, roll 37, p. 190.

<sup>273</sup> *ARCIA, 1837* (NCRM edition), p. 10 [\[HRA014756\]](#)

<sup>274</sup> John McDonell and John Clark to Harris, June 8, 1837 [\[HRA014032\]](#); M234, roll 402, f. 357.

directly to Indian Commissioner Harris to protest their treatment. There was “great dissatisfaction” among the “something less than one thousand” Ottawas on the “north coast” of Michigan, he wrote. Since the treaty of 1836, they had abandoned “their little cornfields, given up their agricultural pursuits,” and relied entirely upon “their annuities for support.” They had not received their annuity the previous year<sup>275</sup> and now found themselves in “a wretched, forlorn condition” with some of them committing “depredations” on the property of the “border settlements.”<sup>276</sup>

Schoolcraft’s response to this criticism was to renew the call for the removal of the Ottawas. This he did in letters in March and April 1838. During the previous fall and winter, the subject of removal had been “particularly pressed” on him by the situation “of the Grand River Indians who are, to some extent, in a restless and suffering state.” They were strongly “attached to customs peculiar to their mode of subsistence, in part, on the lake fish,” he advised, and it was not to be expected that they would “feel a general wish to emigrate immediately.” On the contrary, they would wait “till they are pressed to action by impecunious necessity.” That time was near at hand, Schoolcraft believed. An exploration party should be formed in the next few months, he urged, with a view to their emigration in 1839 or “at the farthest 1840.”<sup>277</sup> When commissioner Harris approved the formation of an exploring party, Schoolcraft went to Grand River in June 1838 to resolve the complaints that had been lodged against him and the government, to investigate charges that the Ottawas were involved in the murder of a nearby white family, and to discuss their removal.

There had been much criticism in the local press of the government’s decision to suspend specie payments of Indian annuities in 1837 because of a national banking crisis.<sup>278</sup> It was, in part, to diffuse this criticism that Schoolcraft paid the suspended annuity himself, in silver, on this trip. Then, to further quiet the Ottawa’s criticisms, he proposed a division of the annual

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<sup>275</sup> The Grand River Ottawas did not receive their 1836 annuity until January 1838. At that time they also declined to receive the 1837 annuity payment in goods, as the government proposed, preferring to wait until specie, then unavailable because of the banking collapse in 1836-37, became available. See undated entry, circa January 16, 1838 [\[HRA014041\]](#); M234, roll 402, f. 597. See also Schoolcraft, *Personal Memoirs*, pp. [582-83](#).

<sup>276</sup> Ottawa Colony Ottawas to Schoolcraft, January 1, 1838 [\[HRA000634\]](#); M1, roll 44, f. 1. A.H. Finney to Harris, March 1, 1838 [\[HRA014042\]](#); M234, roll 402, f. 584.

<sup>277</sup> Schoolcraft to Harris, March 1, 1838 [\[HRA001805\]](#); M234, roll 423, f. 118. Schoolcraft to Harris, April 4, 1838 [\[HRA001817\]](#); M234, roll 423, f. 145.

<sup>278</sup> Schoolcraft, *Personal Memoirs*, pp. [592-593](#), [596-597](#).

annuity and other goods promised in the 1836 treaty between the Grand River bands and those Indians who lived north of the Pere Marquette River. Henceforth, the Indians south of a line “equidistant between the Manistee and Pierre Marquette rivers” would no longer be required to journey to Mackinac to receive their annual payments. Instead, they would be paid at Grand River. Their share of the annual annuity, based on their population, was fixed at \$7,166; the Indians north of this line would receive \$10,834. Likewise, the Grand River bands were to receive a proportional share of the tobacco, salt, fish barrels, and provisions provided for in article four of the treaty: “seventeen hundred pounds of tobacco, twenty six barrels of salt, provisions to the amount of five hundred dollars, and one hundred and fifty dollars in money, in lieu of their proportion of [fish] barrels.” In his cover letter to the “Articles of Compact,” he explained that the fish barrels were “an article which those bands do not require as they take no fish.”<sup>279</sup>

Following payment of the annuity and the agreement requiring the payment of future treaty benefits at Grand River, Schoolcraft reported that affairs at Grand River were now “in a satisfactory state. The Indians, in a full council of Chief and principal men, expressed themselves well satisfied with the manner in which the provisions of the treaty had been carried into effect.... Not a single complaint was made or exception taken.”<sup>280</sup> The Indians also “disclaimed” any role in the murders of the white settler family, saying that if any Indians were involved, it must have been members of the Saginaw Chippewa tribe.<sup>281</sup>

Despite Schoolcraft’s assurances in 1838 that the Grand River Ottawas had been mollified, their situation changed little during the remainder of his tenure. Their continuing presence in the area was verified by periodic requests to have a resident subagent stationed at Grand Rapids, but these requests were all denied on the ground that nothing should be done to encourage their presence in the area. The government’s policy was that they should move west of the

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<sup>279</sup> Schoolcraft to Harris, June 18, 1835 [\[020100\]](#); M234, roll 402, f. 833 See also Schoolcraft to Harris, June 12, 1838 [\[019970\]](#); M1, roll 37, p. 494. Schoolcraft’s statement here about fishing among the Grand River Ottawas appears to say that commercial fishing was not an activity practiced by these Indians.

<sup>280</sup> Schoolcraft to Harris, June 12, 1838 [\[019970\]](#); M1, roll 37, p. In claiming credit for pacifying the Grand River Ottawas, Schoolcraft stated that “not one of its originally liberal provisions has...been violated to the value of one cent.” This observation of the treaty terms included “Teachers, Missionaries, farmers and mechanics,” Schoolcraft exaggerated. There is no record that the Grand River Ottawas ever received the assistance of the farmers and mechanics provided for in the treaty.

<sup>281</sup> The husband of the murdered family was later identified in Wisconsin Territory where he had fled following the murders.

Mississippi. This they refused to do, eking out a precarious existence on small plots of land until forced to abandon them to white settlers. Nor were there any acts of violence on their part as these lands were occupied. In 1841, after Schoolcraft had been dismissed, they wrote a plaintive letter to the new superintendent, Robert Stuart, asking for his assistance in obtaining benefits promised in the 1836 treaty. The situation they described resembled that of 1837-1838. Advising Stuart that their numbers were “thirteen hundred and eighty two,” most of whom resided “in the valley of Grand River and its tributaries,” with smaller numbers “scattered on the Muskegon River, White River, the Pierre Marquette & Manistee Rivers,” they stated that they had been denied any of the funds expended under the treaty for education, interpreters, blacksmiths, farmers, and mechanics. Those services had been supplied only to areas further north; they could not benefit from them “without abandoning our places of abode....” Aware that the deadline for surrendering the reservations created by the treaty was approaching [the deadline had actually passed in May 1841] and that the interpreters, blacksmiths, and farmers provided for in the treaty for twenty years had been located on those reservations, they asked Stuart to reassign these men to the “mouth of the Thorn Apple River, on Grand River.” A “number of us have bought land with our money” they explained, and they had begun to cultivate it but they needed “assistance.”<sup>282</sup>

## **The Failure of the Removal Policy**

When Schoolcraft negotiated the 1836 treaty, he was aware that most of the treaty delegates were opposed to leaving Michigan. Perhaps because of that knowledge, the treaty did not make removal mandatory, stating only that “as soon as the Indians desire it” they would be assisted in choosing a place of “final settlement.” The Senate then amended the original wording of article eight, striking the area north of St. Anthony Falls that some of the Indians had indicated was an acceptable location for removal. The final version allowed removal only to an area “southwest of the Missouri River” where other eastern tribes were also being sent.

Despite the treaty’s statement that the Indians would not be removed until they desired to emigrate, the most commonly accepted interpretation of the treaty was that the Indians must, at some point in time, leave the state. That date was generally believed to be May 27, 1841, at

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<sup>282</sup> Grand River Ottawas to Robert Stuart, October 30, 1841 [\[HRA002071\]](#); M234, roll 425, f. 59.

which time the temporary reservations that they were permitted to retain for five years following the Senate amendment to Schoolcraft's version of the treaty would cease to exist.

The citizens of Michigan, newly constituted as a state, however, wanted faster action. In January 1837 the Michigan legislature petitioned the federal government to remove all the Indians within the state. Like Schoolcraft, the legislature was aware that the Indians had reluctantly agreed to accept the removal article in the treaty only because the original version provided that they might join their kinsmen in the area north of St. Anthony Falls. Accordingly, in the legislature's petition to Congress, they asked for an appropriation to purchase land for the Michigan Indians north of St. Anthony's Falls.<sup>283</sup> Their petition was "unanimously adopted" by both the Senate and the House, but no action was ever taken.

At the same time that the Michigan legislature was petitioning the federal government for a speedy removal of the Indians, Indian commissioner Harris advised Schoolcraft that "the continued residence of the Grand River Indians within the limits of the State of Michigan is certainly not in accordance with the general policy of the government." He encouraged Schoolcraft in his efforts "to induce them eventually to remove." In this letter Harris also inquired about the activity of the two commissioners who had been appointed to appraise the Indians' improvements on the ceded land. Perhaps referring to the whites who were already settling across the Grand River, Harris noted that until the appraisals were made and the Indians were paid for their improvements, "no preemptionists can take possession of the premises."<sup>284</sup>

It was not until the spring of 1838, however, that plans to remove the Indians were actually put in motion. These plans coincided with Schoolcraft's decision to personally visit the Grand River Ottawas and to resolve some of their criticisms. To escort the Indians on their western exploration of lands proposed by the government for their new home, Schoolcraft recommended his brother, James Schoolcraft, whom he said had resided for several years in the "upper lakes" and was "personally known to the Indians."<sup>285</sup> Authorization of the expedition and the

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<sup>283</sup> "Memorial of the Legislature of the State of Michigan," *Public Documents of the Senate of the United States*, 24 Cong. 2d sess. (Washington: Gales and Seaton, 1837), pp. 1-4 [\[033229\]](#).

<sup>284</sup> Harris to Schoolcraft, January 27, 1837 [\[004249\]](#); M1, roll 42, p. 93.

<sup>285</sup> Schoolcraft to Harris, March 1, 1838 [\[HRA001805\]](#); M234, roll 423, f. 118.



appointment of James Schoolcraft as “conductor” was delayed until May as the result of “severe indisposition” on the part of the Secretary of War.<sup>286</sup>

After meeting with the Grand River Ottawas and securing their assent to join the western expedition under James Schoolcraft, Henry Schoolcraft went to Mackinac to discuss similar plans with the Indians of that area. Led by Apokisigan, these Indians refused to discuss removal. The meeting adjourned with Schoolcraft threatening to notify the President of their refusal. A few days later some of the leaders sent an apology and agreed to meet again with Schoolcraft. At this second meeting they pledged to send six of their representatives on the proposed expedition.<sup>287</sup> The opposition to removal that surfaced at Mackinac was repeated, more forcefully, at Sault Ste. Marie where James Schoolcraft had gone to discuss the topic with the Chippewas of the northern peninsula.

The negative response of the Mackinac and Sault Ste. Marie bands was apparently unexpected. On May 28, 1838, James Schoolcraft reported that he had arrived at Sault Ste. Marie “with a view of collecting the Indians in council for the purpose of selecting the chiefs or delegates designed to accompany the expedition to the southwest of the Missouri.” Although he found that the Indian traders had attempted to persuade the Indians not to go, he anticipated “no serious difficulty in accomplishing this purpose.”<sup>288</sup> In this prediction, he was wrong. When the Indians from the Sault, the Carp and Tahquamenon Rivers, and Grand Island finally assembled on June 5, they flatly refused to participate in the exploration. There are several versions of what transpired at this meeting but all agree that the Indians emphatically rejected the proposal. One version expressed their position in these terms: “We all say, our chief and our young men, that we will not go...we do not wish to go there; we object to it entirely: this is all we have to say.” Two accounts indicate that they expressed “no aversion” to exploring the “country lying between Lake Superior and the Mississippi,” which, according to their recollection, had been promised to

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<sup>286</sup> Harris to James S. Schoolcraft, May 11, 1838 [\[HRA000641\]](#), and Harris to Henry R. Schoolcraft, May 11, 1838 [\[HRA000642\]](#); M1, roll 44, f. 84-85, p. 229-32.

<sup>287</sup> Schoolcraft made no official report on his reception at Mackinac. Instead, the record of this meeting was entered in his “Private Journal.” See Private Journal of Indian Affairs, June 18, 1838 entry [\[HRA015845\]](#); Library of Congress, Henry Rowe Schoolcraft Papers, vol. 47:30641

<sup>288</sup> James L. Schoolcraft to Harris, May 28, 1838 [\[020164\]](#); M234, roll 415, f. 609.



them as “their future residence,” but they were not aware of any “obligation to go west of the Mississippi.”<sup>289</sup>

Without a delegation from the northern peninsula, James Schoolcraft and a party of 24 Indians from the lower peninsula set off on the expedition on June 27, 1838. Their destination was the forks of the Osage River in southwestern Missouri where other eastern tribes had been resettled.<sup>290</sup> Once in Missouri the party was met by Isaac McCoy who showed the Indians various places to which they might migrate. On July 24, , the Indians, through the Grand River Ottawa leader Megisininee, accepted the lands saying that “it was much better than we expected” but that they were disappointed “in not seeing the sugar tree.” [underlining in original] He then expressed his thanks to the President “for what he wishes to do for us” and stated that the Indians had completed their obligation: “When we saw the Agent in our country we told him we would go and see the lands—we have seen them and they are good.”<sup>291</sup> Having concluded their mission, the party then returned to Michigan.

Despite Megisininee’s acceptance of the land proffered by the federal government, James Schoolcraft was not deceived. The Indians had done what they promised to do, albeit reluctantly. They said they would go west to look at the land the government proposed for their new home. But, all along, Schoolcraft wrote in his report of the expedition, he was aware that the delegation was “strongly prejudiced against the country...and were determined not to be pleased with it.” From what he had observed and heard, Schoolcraft was certain that “they will attempt to avoid emigrating and will either seek the lands included in the sale of 28<sup>th</sup> March 1836, not immediately wanted by Government” or they would attempt to join “their brethren, the Chippewas” in the area north of St. Anthony’s Falls. Schoolcraft, mistakenly, believed that “the latter will undoubtedly be the case” and he advised Harris to negotiate a new treaty for the

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<sup>289</sup> James Ord to Henry Schoolcraft, June 5, 1838 [\[HRA000648\]](#); M1, roll 441, p. 363. Ord to James Schoolcraft, June 5, 1838 [\[020168\]](#); M234, roll 415, f. 615. Reply of the Sault Ste. Marie, Carp River, Tequimenon River and Grand Island Indians to the Invitation of the Government to Visit the Country West of the Mississippi, June 6, 1838 [\[020171\]](#); M234, roll 415, f. 617. James Schoolcraft to Harris, June 9, 1838 [\[020174\]](#); M234, roll 415, f. 612.

<sup>290</sup> Even as the federal government was removing the eastern tribes to this area and to Iowa, protests by white land seekers and their elected representatives were being lodged against the Indians’ presence. As a result, these Indians were forced again in the 1840s to relocate, either to Kansas or to the Indian Territory.

<sup>291</sup> Reply of the Ottawa and Chippewa delegation...upon the proposition of locating lands West of the Mississippi, June [sic] 24, 1838 [\[020180\]](#); M234, roll 415, f. 655. The date of this document is clearly in error and should have been dated “July 24, 1838.” This error is clarified in Schoolcraft’s report to Harris, August 29, 1838 [\[020213\]](#); M234, roll 15, f. 636.

cession of Indian lands west of the “Chocolate River” in order to “cut off their retreat to that portion of country....” [underlining in original]<sup>292</sup> Move fn297 back before [underlining... I cannot do it He was right that they would refuse to move west but instead of attempting to “retreat” west of the Chocolate River, they insisted upon remaining in the ceded area. By 1841, when they lost their exclusive right to the reservations provided for in the 1836 treaty, some of them had begun to purchase land within their former homelands. Although these relatively small landholdings could not sustain their hunting and fishing culture, they ensured them the right to remain in Michigan.

## **Appraisal of Indian Property in the Ceded Area**

One of the key ingredients to Indian removal was the payment to the Indians for their improvements in the area ceded in the 1836 treaty. Provision for payment of “such improvement as add value to the land” was included in the article for removal, article eight. The two were assumed to be complimentary, but when the Indians refused to move, decisions were made about the payment for improvements that increased the Indians’ resistance to removal and, at the same time, increased their distrust of the government.

Assuming that removal would begin in the area north of Grand River, the Indian Office sent two appraisers, McDonell and John Clark, to Grand River in the spring of 1837. By the end of the year they had completed their appraisals in the lower peninsula, and, whether by design or inadvertence, their services were then terminated. No appraisals were made in the northern peninsula.

The appraisers valued Indian land within the ceded area and land within the reservations, submitting detailed figures on the value of houses, cultivated land, cultivated land “not in use,” churches, mills, wells, and orchards. When the improvements were totaled, they came to \$74,998, a figure that astounded the Indian Office.<sup>293</sup> Schoolcraft had estimated the cost of improvements at the time of the treaty negotiation at \$20,000 and he was immediately called upon to explain the discrepancy.

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<sup>292</sup> James Schoolcraft to Harris, August 29, 1838 [\[020213\]](#). See also Schoolcraft’s “Journal and Report of Exploring Party,” September 1, 1838 [\[020229\]](#); M234, roll 415, f. 634, 645.

<sup>293</sup> “An Abstract of the several Rolls or lists of valuation of Indian improvements owed individually, as well as the improvements held by the said several tribes collectively...,” December 17, 1837 [\[HRA014045\]](#); M234, roll 402, f. 0373.

The difference between his estimate of improvements that the Indians were to be compensated for and the figure arrived at by McDonell and Clark, Schoolcraft responded heatedly, lay in “widely different” data used by the two appraisers, the Senate’s amendment of his original version of the treaty, and the fact that the appraisers were “strangers” who had been sent into the “Indian country to do a business they are unacquainted with....”<sup>294</sup>

The main difference between Schoolcraft’s estimate and the appraiser’s valuation of Indian improvements had to do with the Senate amendments to the treaty Schoolcraft had negotiated. Schoolcraft had not estimated the value of Indian improvements on the reservations created by the treaty. When the Senate changed the reservations “to reservations for five years only—a change, which clearly brought the improvements upon them, within the appraisement principle,” it greatly increased the liability of the United States. This was reflected in the McDonell and Clark appraisement total. “Three fourths of all their cultivated lands” were within the reservations, “together with most of their buildings of any value.” The appraisers had valued “improvements on the reserves lying south of the Straits of Michilimackinac only” at \$49,210.25, Schoolcraft reported. [underlining in original]. He had not attempted to evaluate these improvements in his estimate, which was submitted before the Senate amendments and “No estimates were called for, after the Senate’s action....”<sup>295</sup> [underlining in original]

In addition, when Schoolcraft designed the initial version of the treaty, improvements were considered to be only those items that gave “actual ‘value to the lands.’” The test of value was “the amount of money, per acre, which they [the lands] would bring in the land offices, over and above the price they would command had there been no previous Indian occupancy.” But the appraisers, in their ignorance, had included “bark houses,” “wooden buildings of every description,” “apple trees to the number of 3,212” where Schoolcraft believed there were not more than 50, “ancient clearings or prairies, once occupied, but now practically run to forest,” and ten churches where he found only one. Appraisals such as this one “generally create dissatisfaction” he scolded and “have the effect, both with Indians and whites, to disparage and bring into discredit the department and its officers.”<sup>296</sup>

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<sup>294</sup> Schoolcraft to Harris, December 30, 1837 [\[HRA003370\]](#); M1, roll 37, p. 391

<sup>295</sup> Ibid [\[HRA003370\]](#).

<sup>296</sup> Ibid [\[HRA003370\]](#).

Harris' response to Schoolcraft's explanation made no reference to the criticisms Schoolcraft had made of the McDonell and Clark appraisals. Instead, he noted only that no appraisal had been made in the upper peninsula and that since McDonell and Clark's appointment had been terminated, Schoolcraft was now appointed to make the appraisal of the remaining land in the upper peninsula.<sup>297</sup> Apparently pleased at this response, Schoolcraft accepted the assignment readily but expressed doubt that he could complete the work "this season." More importantly, he gave his support to "the policy indicated by you, of making the payment contingent upon the removal" of the Indians. The treaty, he wrote, "contemplates a removal of the Indians at the earliest practicable period," and to this end "it was thought just...to pay the Indians for the improvements.... it can scarcely admit of doubt, that if no removal takes place, no payments are designed." In addition, he suggested that improvements within "the villages, or common property [underlining in original] be paid at the next annuity payment date while "the individual appraisements [be] withheld, until the persons entitled should enroll their names for emigration...."<sup>298</sup> On July 12 Harris accepted Schoolcraft's recommendation for payment of the "villages or common property appraised by Messers McDonell & Clark... this season." This would not amount to more than "\$5,000," he thought. "The residue of the payments on this account will be postponed until they shall have removed."<sup>299</sup>

I was unable to determine if the payment for common property was made at the 1838 annuity distribution, but it appears from later documents that it was not made until 1839. Schoolcraft did report in November 1838 that he had conducted his appraisal of the upper peninsula during a one month period in July-August 1838 but that he had not completed his work in the area on the north coast of Lake Michigan between Mackinac and the "Skonawba river of Green Bay." That would be done in the following spring. Not surprisingly, his valuations were considerably lower than those of McDonell and Clark, totaling \$14,601.75.<sup>300</sup> This included the appraisal of the

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<sup>297</sup> Harris to Schoolcraft, May 4, 1838 [\[HRA014052\]](#); M21, roll 24, p. 144.

<sup>298</sup> Schoolcraft to Harris, June 19, 1838 [\[004652\]](#); M1, roll 37, p.512.

<sup>299</sup> Harris to Schoolcraft, July 12, 1838 [\[HRA014054\]](#); M21, roll 24, p. 490.

<sup>300</sup> Schoolcraft to Indian Commissioner T. Hartley Crawford, November 13, 1838 [\[HRA000121\]](#); M234, roll 403, f. 21. Much to Schoolcraft's delight, Indian Commissioner Carey Harris had been forced from office in October 1838 after a lengthy investigation that implicated him in a land scandal in Alabama involving the expulsion of the Creek Indians. Crawford succeeded him on October 22, 1838. See Ronald N. Satz, "Carey Allen Harris," in Kvasnicka and Viola (eds.), *The Commissioners of Indian Affairs*, p. 20 [\[HRA014055\]](#) and Schoolcraft, *Personal Memoirs*, pp. [596-97](#).

reservations created by the treaty of 1836 with one important exception. “[T]he reservation at the Falls of St. Marys” was not included in his appraisal, Schoolcraft noted, because the Indians there “are secured the usufructuary right [to that land] by the treaty of June 16<sup>th</sup> 1820.”

Schoolcraft thereby made a distinction between the Indian title to the fishing and encampment grounds at the Sault, which he believed to be prior to and distinct from the other Indian titles to reservations created by the treaty of 1836. By implication, the Indian title to the Sault Ste. Marie reservation was not subject to the five-year limitation imposed on the other reservations by the Senate amendment to the original version of the 1836 treaty. This distinction, which everyone forgot after Schoolcraft was sacked in 1841, would not be confronted until 1855 when new treaties would effectively abolish the Indian claim.

In March 1839 Commissioner Crawford, apparently reviewing correspondence prior to his administration, advised Schoolcraft that the \$4,700 remitted earlier for “the commons or village property appraised by McDonell and Clark had failed to state the amount to be awarded to individual villages. He now provided Schoolcraft with the amounts to be distributed: \$2,900 for the Grand River villages, \$850 for L’Arbre Croche and Middle Village, \$400 for the Village of the Cross, and \$550 for Cheboygan.<sup>301</sup> Shortly thereafter Schoolcraft visited the villages “for the purpose of paying the valuations due” them. At L’Arbre Croche he found “dissatisfaction existing on this subject.” Shortly afterwards he learned the cause of their dissatisfaction when he returned to Detroit and read the mail that awaited him. Among the letters there was one from John McDonell who advised him that he had been contacted by the Indians “residing near Mackinac” and if the statements they submitted were true, he advised Schoolcraft that “a great injustice has been done them, not intentionally, I am certain.” To correct “any mistake that may have occurred at Washington” he enclosed a “copy of the original abstracts...with a brief statement showing the amounts which they were entitled to receive for property held in common...” According to his figures, L’Arbre Croche and Middle Village were due \$6,820 for their “property held in common;” the Village of the Cross, \$1,320; and the other 20 villages proportionally higher amounts than had been distributed.<sup>302</sup> Schoolcraft thereupon forwarded a copy of McDonell’s letter to Washington saying, correctly, that he had been unaware when he

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<sup>301</sup> Crawford to Schoolcraft (copy), March 23, 1839 [\[HRA014759\]](#); M234, roll 403, f. 061

<sup>302</sup> McDonell to Schoolcraft, July 11, 1839 [\[HRA001868\]](#); M234, roll 423, f. 394.

made the payments that the “additional sums mentioned by Judge McDonell are due.”<sup>303</sup> By going to the source and insisting upon an accounting of the appraisers’ findings, the L’Arbre Croche Indians clearly served notice that they understood what the treaty said and that they expected all its provisions to be implemented to the letter. Since the McDonell and Clark appraisals had gone directly to Washington, bypassing Schoolcraft, he could not be held responsible for the low awards he had just distributed, but the L’Arbre Croche Ottawas, already suspicious of the government’s intentions towards them, added this incident to their list of grievances against their agent.

Later that fall Schoolcraft completed his own appraisal of the Indian lands “lying North and West of the Straits of Michilimackinac.” The Indians had shown him an “amount of cleared, but uncultivated land, out of all proportion to the existing population....” When he visited the “Groups of the Beaver Islands,” he discovered that while McDonell and Clark had placed a valuation on the improvements of those islands, the Indians claimed the appraisers had never visited them. They insisted that he “execute the duty” which he did “carefully.” He found the “extent of former cultivation is extensive...nearly the whole of the Island called Amik Aindaud has formerly been cultivated.” However, he “put the actual improvements, at this time, as low as, it is believed, they could with justice have been estimated.” The total valuation for the improvements in this last section of the ceded area was \$7,656.25, well “within the estimates” previously submitted.<sup>304</sup>

Schoolcraft’s last statement on the payment for Indian improvements on the ceded lands came shortly before he was removed from office. In the spring of 1841, in reply to two requests from Washington for a statement of amounts due to the Indians in his jurisdiction, Schoolcraft submitted figures that I cannot reconcile but which, nevertheless, shed light on payments to the Indians in the 1836 cession area for their improvements on ceded lands. In his report of March 30, 1841, Schoolcraft noted that all payments for improvements on the ceded lands “ought to have been paid, I think, the year...after they [the appraisals] were completed.” However, at his suggestion, ex-commissioner Carey Harris had ordered “the payment of a part [of the value of the improvements] and the withholding of the rest....” This resulted in “dissatisfaction in the

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<sup>303</sup> Schoolcraft to Crawford, July 10, 1839 [\[HRA001866\]](#); M234, roll 423, f. 394.

<sup>304</sup> Schoolcraft to Crawford, October 29, 1839 [\[HRA000180\]](#); M234, roll 403, f. 102.

minds of the Indians” who saw that “the awards at some villages...were paid” in full while other villages had some of the awards “held back.” It had been Schoolcraft’s idea that “the delay in the payment of [private improvements] to the period of their removal would prove an additional reason for their coming into an actual engagement to remove.” Experience had proven, however, that the Indians were “so ignorant and prejudiced” that they could not comprehend “the distinction between public & private improvements.” [underlining in original] As a consequence, the effect he intended had backfired, and, instead of encouraging them to remove, withholding the full payment of their improvements had been “put down as actual injustice” and had been “perhaps...in part” a factor in their resistance to removal. This admission must have been a bitter pill to swallow for an agent who prided himself on his knowledge of Indian ways. But Schoolcraft was not finished. He also found it necessary to advise Washington that “frequent inquiries have been made by the chiefs of both branches of the confederated tribes” about the payments that had been withheld and “it may be regarded as one of the elements of latent dissatisfaction.” Although it is difficult to read, the table attached to this report lists the amount owed to the Indians for “Value Improvements, 8<sup>th</sup> article,” at \$97,256.<sup>305</sup> It will be seen that this figure is the sum of the three appraisals discussed above.<sup>306</sup>

A month earlier, in response to a similar request for obligations “due and outstanding within this Superintendency,” Schoolcraft supplied a list of “balances due” for improvements on ceded lands within the 1836 cession area. This was a detailed statement of amounts due to the Indians of various regions and villages, divided into amounts due for “improvements held in common” and “improvements due to individuals on their giving up the Reserves....” [underlining in original] In the first category, amounts due for improvements held in common, Schoolcraft listed \$34,371.75, noting that \$4,700 had already been paid. In the second, amounts due to individuals after the reserves had been given up, he listed \$47,186.25. He noted that both sums were “in fact, due by the 8<sup>th</sup> article unconditionally.”<sup>307</sup> Although there are some discrepancies between the

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<sup>305</sup> Schoolcraft to Crawford, March 30, 1841 [\[HRA002226\]](#); M234, roll 424, f. 787.

<sup>306</sup> The sum of the three appraisals described above, \$74,998 (McDonell and Clark appraisal of lower peninsula); \$14,601.75 (Schoolcraft 1838 appraisal in upper peninsula); and \$7,656.25 (Schoolcraft 1839 appraisal in upper peninsula) is \$97,256. I take this to mean that while Schoolcraft vigorously opposed the valuations made by McDonell and Clark, they were accepted as obligations owed to the Indians.

<sup>307</sup> Schoolcraft to Crawford, February 15, 1841 [\[HRA002220\]](#); M234, roll 424, f. 774. The sum of these two obligations, plus the \$4,700 already paid, comes to \$86,258. This is \$10,998 short of the figure of \$97,256 that  
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figures given in these two reports, it is evident that as of 1841, only \$4,700 of the amount owed for improvements on ceded lands, out of a total of \$97,256 had been paid to the Indians.

It is little wonder that there had been mounting “dissatisfaction” among the tribes ever since the decision was made to withhold payment of these funds until they emigrated from Michigan. The dissatisfaction continued well after 1841 and would surface again during the negotiations for the 1855 treaty when the delegates to the negotiations inquired what had happened to these funds. At that time the government’s representatives would reply that they did not know.

## **The Reservations and the Surveying of the Ceded Lands**

Following the signing of the 1836 treaty, the U.S. Surveyor General’s office commenced surveys in the ceded areas. The surveys began with the establishment of a principle meridian or north-south line through the area to be surveyed. This initial survey was then followed by the establishment of a base line erected at a right angle to and through the principle meridian, extending both east and west of the principle meridian. Once these two reference lines had been established, the survey crews established parallels to the base line at 24 mile intervals, north and south of the base line, followed by guide meridians at 24 mile intervals east and west of the principle meridian. Only after these lines had been established were townships, six mile square units created by further parallels and meridians at six mile intervals, designated. The townships were then divided into sections, 36 sections per township, and the sections into smaller units. Once the townships had been divided into sections, the smaller land units to be offered for sale could be accurately and simply depicted on charts maintained by the General Land Office [hereafter GLO] and the parcels offered for sale.

From the beginning of the surveys there was a concern for ensuring that the boundaries of the reservations created in the 1836 treaty were demarcated so that the lands within them would not be sold along with those in the ceded areas. To protect the reservations from entry, they would have to be designated on the GLO charts in some way and identified as “withdrawn from entry” prior to advertised land sales. In 1837 Schoolcraft proposed hiring a surveyor to mark the reservation boundaries in the lower peninsula. The reservations designated by the treaty at “Little and Grand Traverse, on the Thunder Bay and Cheboygan Rivers and the tract of seventy

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Schoolcraft correctly stated was the total due for improvements of all kind in his report of March 20, 1841. I am  
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thousand acres ‘on or north of the Pierre Marquette river,’ appear... to require a survey to keep the preemptionists off,” he reported to Indian Commissioner Harris. Round island,<sup>308</sup> the fifth reservation provided for in the lower peninsula, did not require a survey since the entire island had been designated a reservation, nor did any of the reservations north of the Straits of Michilimackinac since there were no land sales anticipated there for some time.<sup>309</sup>

In 1838 Harris authorized Schoolcraft to execute a contract to have the tract of seventy thousand acres “on or north of the Pierre Marquette river,” surveyed. Trespassing loggers who had erected a mill and were in the process of cutting timber within the reservation occasioned this decision. Before work began, however, the Indian Office abruptly cancelled the contract and instead instructed the U.S. Surveyor’s Office, the same agency that was conducting the surveys on the ceded lands, to make the survey.<sup>310</sup> There is conflicting evidence about whether a survey of this Manistee reservation was actually conducted,<sup>311</sup> but I found no evidence to indicate that any of the other eighteen reservations were actually surveyed. Instead, it appears that once the decision was made to have the surveys conducted by the U.S. Surveyor General’s Office, the procedure was that the government surveyors simply continued with their work of laying out townships in the lower peninsula and then indicated on their maps those township or sections that were being “withheld from sale” for Indian purposes.

Believing, as most people did in the years prior to 1841, that the Indian reservations would cease to exist in May 1841, the Indian Office and the GLO apparently identified these

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unable to account for the difference.

<sup>308</sup> The only reason ever given for the Round Island reservation appears in the 1836 treaty, article 3, where it was stated that the reserve was to serve as “a place of encampment for the Indians...under the charge of the Indian department.” I have seen no evidence that the island was inhabited by Indians, and I strongly suspect that Schoolcraft chose the Round Island site as the station for a farmer and a mechanic, not for any benefit to the Indians, but so that their services would be available to him at Mackinac. Some of the charges later preferred against Schoolcraft by the Indians were that he used these appointees for personal projects. Round Island lies just a few miles Southeast of Mackinac and is so small that it does not appear on most maps.

<sup>309</sup> Schoolcraft to Harris, April 28, 1837 [\[HRA003299\]](#); M1, roll 37, p. 201

<sup>310</sup> Harris to Schoolcraft, July 28, 1837 [\[HRA014062\]](#); M21, roll 22, f. 170. Schoolcraft to John Mullett, July 25, 1837 [\[HRA003330\]](#); M1, roll 37, p. 265. Schoolcraft to Harris, February 6, 1838 [\[HRA001799\]](#); M234, roll 423, f. 113. Schoolcraft to Harris, March 2, 1838 [\[HRA014066\]](#); M234, roll 423, f. 122.

<sup>311</sup> According to one study of the Manistee reservation, the reservation was surveyed twice, first in 1839 and then again in 1847; see George M. Blackburn, “Foredoomed to Failure: The Manistee Indian Station,” *Michigan History* 53 (1969): 37-50 [\[HRA014566\]](#). Charles Royce believed that the reservation was surveyed in 1840; see Royce, *Indian Land Cessions in the United States*, p. 757 [\[HRA014079\]](#). An 1840 report by the Commissioner of the General Land Office indicated that “70,000 acres north of Pierre Marquette river have already been located and marked on the plats in the office,” but he did not indicate that reservation boundaries had actually been surveyed; see John M. Moore to Ezechiel L. Haines, November 11, 1840 [\[HRA001013\]](#); M1, roll 49, p. 463.

reservations only as “lands withheld from sale.” They were identified by range, township, and section numbers assigned in the survey of the lower peninsula so that when the time came that they were opened for sale, the local land office could describe them in its announcements of lands to be sold. In other words, with the possible exception of the Manistee reservation, the reservations designated in the 1836 treaty, limited to a brief five year existence by the Senate’s amendments, were never identified as reservations with their own boundaries surveyed separately from the public land surveys as were the reservations created for the southern tribes during this time period or the reservations created for the plains Indians in the 1850s, at which time the modern concept of a reservation originated. Instead, they were simply areas that appeared on Land Office maps as areas temporarily reserved for Indian use and not, therefore, immediately available for sale to white settlers.

In early 1837 Schoolcraft notified the Indian Office that he had designated a tract along the Manistee River extending inland from Lake Michigan as the site for the largest, 70,000 acre, reservation provided for in the treaty. This Manistee reservation was intended to be the temporary home for the Ottawas along Grand River, its tributaries, and those who lived on the other rivers north of Grand River to the Manistee. At the same time he designated the Round Island reservation and the Manistee reservations as the two reservations to receive the services of the farmers and mechanics provided for in the treaty. These two reservations would each receive one farmer and one mechanic, plus their assistants. The Manistee reservation would also receive an interpreter and blacksmith.<sup>312</sup>

The lands within the ceded area first offered for sale, beginning in 1838 or 1839, were those just north of Grand River. Then gradually, as the surveys proceeded, more land north of the initial offering was opened to sale. According to the report prepared for the Chippewa land claim before the Indian Claims Commission, surveys within the lower peninsula area of the 1836 cession were begun in 1837 and were completed by 1840.<sup>313</sup> Land sales, however, beginning in the area just north of Grand River, were not made until August-September 1839. In 1840 lands between this initial offering and Grand Traverse were offered for sale, followed by sales in the Little Traverse area in 1841 and the area north of Little Traverse in 1843. The rapid progress of

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<sup>312</sup> Schoolcraft to Harris, two letters of July 11, 1837 [\[HRA014058\]](#) [\[HRA014060\]](#); M234, roll 402, f. 405 and f. 409. See also Schoolcraft to Harris, August 17, 1837 [\[HRA015049\]](#); M234, roll 402, f. 449.

the surveys and the subsequent sales brought white settlers into contact mainly with the southern Ottawa Indians whose homelands lay within the ceded areas along Grand River and its tributaries. All of the lands within the opened areas were not, of course, sold immediately, and there is reason to believe that the depression that began in 1837, and lasted until 1841, slowed sales significantly.<sup>314</sup>

The proposed Manistee reservation was a total failure. It was not a place where significant numbers of Indians had ever lived, and despite the assignment of a farmer, teacher, mechanic, blacksmith, and interpreter to the reservation and the stocking of the farmer's station with oxen and cattle, only 44 Indians in eight families were ever induced to settle there. Schoolcraft put the best face he could on the experiment but concluded in 1839 that "a further perseverance...to concentrate [the Ottawas] would not only fail, but would, probably, lead to dissatisfaction on their part and expose the department to the charge of an inefficient application of the treaty funds." He recommended that the personnel and animals be transferred to Grand Traverse Bay, that the Manistee reservation not be "confirmed by the Commissioner of the General Land Office," and that instead a directive be issued to "locate this reserve on the Grand Traverse Bay" at a point to be chosen by himself and the "chiefs." Indian commissioner Crawford twice refused to sanction the transfer of personnel, but Schoolcraft moved the personnel and animals to Grand Traverse Bay anyway.<sup>315</sup> Despite the fact that all government personnel abandoned the reservation in 1839, it apparently continued to be identified on the Land Office's maps until 1848 when it was sold.<sup>316</sup>

Schoolcraft's recommendation that the 70,000-acre reservation on the Manistee be transferred to Grand Traverse Bay was ignored. In the spring of 1840, he instructed his brother, James Schoolcraft, to investigate reports of a smallpox outbreak "in the southern part of this agency." While undertaking this inspection, the younger Schoolcraft was also instructed to meet with the Indians at Grand and Little Traverse to discuss with them the "location of their reserves

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<sup>313</sup> Robert M. Warner, "Economic and Historical Report on Northern Michigan," pp. 107, 113 [\[HRA013960\]](#).

<sup>314</sup> See *ibid*, p. 114 [\[HRA013960\]](#) for public land sales in Michigan, 1820-1920. Less than 26,000 acres in the entire state were sold each year between 1840-1845.

<sup>315</sup> Schoolcraft to Crawford, May 23, 1839 [\[HRA014068\]](#); M234, roll 403, f. 086. Schoolcraft to Crawford, August 13, 1839 [\[HRA001877\]](#); M234, roll 423, f. 418 See also Blackburn, "Foredoomed to Failure," pp. 37-50 [\[HRA014566\]](#)

<sup>316</sup> It was Charles Royce who reported that the Manistee reservation was sold in 1848. However, he gave no source for this remark. See Royce, *Indian Land Cessions in the United States*, p. 757 [\[HRA014079\]](#).

under the treaty.” If they indicated a “desire to have these reservations located at this time, no time should “be lost in reporting the matter to the department.” The following month he reported to Commissioner Crawford that the Grand Traverse bands had “selected their reservation of 20,000 acres” on the point extending north into Grand Traverse Bay that the surveyors had identified as “parts of fractional townships No. 28, 29, 30 in range 10 west of the principle meridian.” The Grand Traverse bands now requested that these lands “be exempted from sale.” Crawford forwarded Schoolcraft’s report to the GLO in June. That office responded immediately that the areas designated by Schoolcraft comprised only 16,206.93 acres and inquired if this area was intended to satisfy the treaty stipulation of a 20,000 acre reservation. The sale of ceded lands in this vicinity were scheduled for October 26, 1840, the GLO advised, and an “early answer” was necessary in order to obtain presidential approval for the withdrawal of the reservation lands and to allow for special instructions to arrive at the office of “the Register and Receiver” in Ionia prior to the sale date.<sup>317</sup> I found no further correspondence on the topic of a Grand Traverse reservation.

It was not until the annual distribution of annuities in September 1840 that the topic of designating additional reservations was raised. At that time the Little Traverse and Cheboygan bands requested that their reserves, 50,000 acres and 1,000 acres, respectively, should be created. The Little Traverse Ottawas requested that their reservation be “located, in a body, at the village of the Cross;” the Cheboygan band wanted theirs at “the village of [illegible] band, at the portage of the Cheboygan [sic] River.” After discussing this matter with the Indian leaders, Schoolcraft contacted “the surveyor of this district” who informed him that because the general surveys in these areas had not been completed, none of the land within these areas could possibly be “brought into the market before the month of June next.” By that time the five year life of all the reservations authorized by the treaty would expire. As a result, Schoolcraft advised that no surveys be made in these areas.<sup>318</sup> In one of the few instances in which Schoolcraft was

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<sup>317</sup> Henry Schoolcraft to James Schoolcraft, April 20, 1840 [\[HRA000403\]](#); M1, roll 38, f. 94. Schoolcraft to Crawford, May 18, 1840 [\[HRA001949\]](#); M234, roll 427, f. 575. Crawford to Schoolcraft, June 4, 1840 [\[HRA000916\]](#); M1, roll 48, p. 385. James Whitcomb, Commissioner of the GLO, to Crawford, June 9, 1840 [\[HRA001944\]](#); M23, roll 427, f. 567. Whitcomb to Crawford, August 10, 1840 [\[HRA001947\]](#); M234, roll 427, f. 570

<sup>318</sup> Schoolcraft to Crawford, October 16, 1840 [\[HRA000257\]](#); M234, roll 403, f. 217.

overruled, Indian Commissioner Crawford ordered that the “reservations should be made, marked on the maps and exempted from sale....”<sup>319</sup>

Crawford’s reasoning in this matter was the first indication that the five year limitation on the reservations would not be enforced. Citing the wording in article two of the treaty that stated that the tribes were to hold the nineteen enumerated reservations in common for the term of five years “unless the United States shall grant them permission to remain on said lands for a longer period,” he informed Schoolcraft that “no measures had yet been adopted to remove those Indians and it was “not probable” that they would be removed by May 1841. Referring, albeit incorrectly to Schoolcraft’s annual report, which had been recently received, in which it was reported that settlements had already advanced to “midway of the valley Mackigo [probably the valley of the Muskegon River],” and that the remainder of the lower peninsula was “ready for sale,” Crawford advised that “motives of public policy and of humanity” dictated that the Indians should be provided a place of “resort” where they could live in peace “without being considered and treated by the settlers as intruders on the public domain.”<sup>320</sup> Accordingly, he ordered that the “reservations should be made, marked on the maps, and exempted from sale.” He also made it clear that this order should also be “pursued in regard of the remaining unlocated reservations [in the upper peninsula].”<sup>321</sup>

Despite Crawford’s order, it soon became clear that the reservations would not be surveyed as entities separate from the public domain. The acting commissioner of the GLO indicated in November that, in complying with Crawford’s order, the procedure would be that Schoolcraft should “designate the reservations in question on the township plats yet to be returned to this office.” Schoolcraft, for his part, drew up a list of “reserves still required to be made” under the 1836 treaty which he submitted to the Surveyor General in November 1840. In addition to all the reservations enumerated in article three of the treaty (those in the upper peninsula), Schoolcraft

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<sup>319</sup> Crawford to Schoolcraft, November 4, 1840 [\[HRA001005\]](#); M1, roll 49, p. 387.

<sup>320</sup> Schoolcraft stated in this report that township surveys had been completed in all of the lower peninsula but that smaller subdivisions had been made only “to near the south point of Little Traverse Bay.” He went on to say that the Indians would no longer be able to maintain themselves by hunting once subdivisions had been completed to the Straits of Mackinac and for that reason he urged it would be in “their own best interests” that they be moved out of Michigan. Schoolcraft’s 1840 annual report was uncharacteristically strident and pessimistic in tone and harshly critical of Indian culture, perhaps reflecting the mounting criticism against his administration. See *ARCIA, 1840* (NCRM edition), pp. 340-350 [\[HRA014080\]](#).

<sup>321</sup> Crawford to Schoolcraft, November 4, 1840 [\[HRA001005\]](#); M1, roll 49, p. 387.

listed the 50,000 acre reservation at Little Traverse, together with the Cheboygan, Thunder Bay, and Round Island reservations in the lower peninsula, thereby confirming that only the Manistee and Grand Traverse reservations had been identified at that time.<sup>322</sup>

In the spring of 1841, the Surveyor General, preparing to initiate the public surveys in the upper peninsula and responding to Crawford's order of the previous fall, indicated to the GLO that it would be "difficult to survey" some of the reservations designated in the upper peninsula "as defined in the treaty." Designating the boundaries of these reservations as defined in the treaty would result in "a great number of irregular fractions around them" that would upset the "order and symmetry of the lines of the public surveys...." Since the Indian title to these reservations would soon expire, he requested that instructions should be issued "to extend the public surveys through them at once." In June 1841 the commissioner of the GLO advised Crawford that this would be done, as it had been done in the lower peninsula. When the public surveys were completed, Schoolcraft could then designate the reservations on those plats, "so as to conform to the section lines of the public surveys."<sup>323</sup> Whether any entries were ever entered on the public survey maps is unknown. Schoolcraft was sacked before the public surveys were undertaken, and there is no mention of entries in the reports of his successor, Robert Stuart.

The approaching end of the five year life of the reservations did, however, set off a flurry of activity on behalf of their extension. From Grand Traverse a petition was addressed to Schoolcraft in January 1841, imploring him to assist the Indians there in making "a purchase from the government of lands on this point." Word had recently been brought to Grand Traverse by George Johnston that Schoolcraft's 1840 annual report called for their immediate removal to the West. This produced near panic among the Indians who, unwilling to leave their homes, now sought to remain by purchasing land from the public domain. A second plea for advice was addressed to the traders, Biddle and Drew, in February through the Rev. Peter Dougherty, a Presbyterian missionary who had recently taken up residence among the Grand Traverse bands. Correctly anticipating that Schoolcraft would not long remain in office, Dougherty added his

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<sup>322</sup> John Moore, Acting Commissioner of the GLO, November 11, 1840 [\[HRA000234\]](#); M234, roll 403, f. 170 Crawford to Schoolcraft, November 14, 1840 [\[HRA001009\]](#); M21, roll 29, p. 373 Schoolcraft to Crawford, November 22, 1840 [\[HRA000268\]](#); M234, roll 403, f. 226. Crawford to Schoolcraft, December 22, 1840 [\[HRA001017\]](#); M1, roll 49, p. 515.

<sup>323</sup> E.S. Haines, Surveyor General, to James Whitcomb, commissioner of the GLO, April 1, 1841 [\[HRA001954\]](#); M234, roll 427, f. 584. Whitcomb to Crawford, June 1, 1841 [\[HRA001951\]](#); M234, roll 427, f. 581.

own comments to the petition, saying that he had told the Indians that it was only Schoolcraft's personal opinion that they would soon be moved and that "whether the President elect would think as he [Schoolcraft] did no one could tell at present...."<sup>324</sup>

The change of administration in Washington also emboldened others to support the Indians' request to remain in Michigan. In May 1841 the Rev. Alvan Coe, a missionary from Ohio who was apparently aware of the significance of the May 27, 1841 expiration date of the reservations, arrived in Mackinac and immediately began to organize local opposition to removal. Coe easily found support among the traders at Mackinac, who stood to lose their major customers if the Indians were removed, and he also persuaded many of the Indians in the Mackinac area, led by Apokisigan, to sign a petition to President John Tyler in which they asked to be "permitted to remain on our reservations" where "most of us have been labouring] for some years just to conform ourselves to the customs and condition of the white men." Having gathered the Indians' signatures, Coe left the petition in the hands of a local committee for forwarding to the President and then departed immediately for Washington where he sought an interview directly with the President.<sup>325</sup> Unable to secure an audience with Tyler, he turned to members of the Senate Indian Affairs Committee and the new Secretary of War, John Bell, whom he bombarded with requests.<sup>326</sup>

Coe's persistence finally paid off. In July President Tyler forwarded to Bell the petition of the Indians and Coe's letter with the request that he reply to it. Bell, in turn, forwarded the materials to Indian commissioner Crawford who in late July responded that there was no "intention to remove them immediately or very soon...." There was, he said, anticipation that a bill might be passed by Congress to create a "Northern Indian Territory," and if it succeeded he believed the "Ottawas and Chippewas" would undoubtedly be located there. In the meanwhile, while "no assurances can be given of any positive permission to remain where they are," the Indians could be assured that "they will not be for the present disturbed, or until the issue of [the

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<sup>324</sup> Two Indians from Grand Traverse Bay to Schoolcraft, January 5, 1841 [\[HRA001019\]](#); M1 roll 50, f. 3. Dougherty to Messrs. Biddle and Drew, February 15, 1841 [\[HRA001020\]](#), M1, roll 50, f. 22.

<sup>325</sup> Indian Petition to His Excellency, John Tyler, May 20, 1841 [\[HRA002213\]](#); M234, roll 424, f. 765. Reuben Turner to His Excellency, John Tyler, June 25, 1841 [\[HRA002211\]](#); M234, roll 424, f. 763; Turner to Robert Stuart, June 23, 1841 [\[HRA001062\]](#); M1, roll 50, p. 601.

<sup>326</sup> Alvan Coe to John Bell, June 22, 1841 [\[HRA002177\]](#), June 23, 1841 [\[HRA002180\]](#), and June 24, 1841 [\[HRA002181\]](#); M234, roll 424, f. 684, f. 686, and f. 689



Northern Territory bill] shall enable the Department to determine finally what ought to be done.” Bell then translated this assurance into a statement that they would not be “required to move during the present year.”<sup>327</sup>

Word of the government’s decision not to force the Indians from the reservations was slow to reach Michigan. Schoolcraft’s replacement, Robert Stuart, the former American Fur Company co-owner who took office just as the deadline for the reservation’s five year life span expired, had reported earlier that some of the Indians had “run off to the British Islands” when the rumor that they would be forced west of the Mississippi River first surfaced. It was not until September that he was notified that no removal was contemplated “this season.” In October the Rev. Coe was still writing to the President asking him to extend the deadline. More significant to my mind, since it had already been determined that the Indians would not be forced to emigrate in the near future, were Coe’s questions about the status of those reservations that had never been surveyed and his comment that the Indians’ status upon the reservations that had been surveyed required clarification by “Congress in order to ease their minds & give them...courage to labour.”<sup>328</sup> To the best of my knowledge these questions were never answered, nor were they ever again raised. Instead, when the Northern Indian Territory bill was defeated in 1842, with the entire Michigan delegation voting against it, the Indians began to take matters into their own hands. In order to remain in Michigan they began to purchase lands with their annuity payments, and at the same time they petitioned the Michigan Legislature to grant them citizenship.

Citizenship would not be achieved until the 1850s, but Indian land purchases increased steadily after 1841. Some kind of accommodation between the Indians and the GLO, whereby lands that they utilized were not offered for sale to others, was apparently worked out. While there were complaints in the following years about many aspects of the 1836 treaty, I found no reports of friction over land between the Indians and new settlers except in the area immediately north of Grand River. It is my conclusion that no reservations were ever formally designated except for the Manistee reservation and perhaps in the Grand Traverse area.

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<sup>327</sup> Tyler to Bell, July 13, 1841 [\[HRA002209\]](#); M234, roll 424, f. 761. Crawford to Bell, July 27, 1841 [\[HRA009261\]](#); M234, roll 425, f. 0230. Bell to Robert Stuart, July 30, 1841 [\[HRA001077\]](#); M1, roll 51, f. 35-37, p.125-28

<sup>328</sup> Stuart to Crawford, June 25, 1841 [\[HRA000443\]](#); M1, roll 38, f. 192. Stuart to Maj. Gardner, September 2, 1841 [\[HRA000450\]](#); M1, roll 38, f. 210. Coe to the President, October 27, 1841 [\[HRA002184\]](#); M234, roll 424, f. 694.



Ownership of the former reservations is a more complicated matter. Schoolcraft contended that the land within the reservations had been ceded at the time of the signing of the Articles of Assent, although the Indians were permitted unfettered control of these areas until May 27, 1841. Thereafter, they were permitted to remain within the reservations but they had no ownership rights, only the right to use the land until it was surveyed and sold. In keeping with the belief that the reservation lands had been ceded in the Articles of Assent, the federal government annually paid the Indians, from 1836 to 1854, \$12,000 in interest (6%) on the \$200,000 provided for in the treaty as the price for relinquishing the reservations. The full price of the reservations, \$200,000, however, was not paid until it was included in the 1855 treaty.

## **Conflicts over Treaty Provisions**

While concern over removal caused anxiety among the Indians as the reservation expiration date approached, there were other problems related to the implementation of treaty provisions that produced friction between them and their agent, Henry Schoolcraft.

It has already been noted that the annuity payments in 1836 were not made to the Grand River Ottawas because they did not attend the distribution at Mackinac. In 1837 the annuity payments became even more of an issue because of the federal government's inability to pay in specie as the result of a banking panic and subsequent depression. Specie for annuity payments came primarily from revenues collected from land sales on ceded lands, and "The Panic of 1837" produced an immediate and severe decline in land sales. The government's obligation to pay the annuity in specie, as required by the treaty, was suspended in 1837, when Indian commissioner Harris determined that only half of the annuity payment would be made in specie and the other half in goods.<sup>329</sup> The Michigan Indians refused to accept goods in place of specie, with the result that in 1837 they received only half of the expected annuity. This produced suspicion and bad feelings that persisted for many years.

There were also problems in meeting other requirements under the treaty. Schoolcraft was required to feed the assembled Indians at the time of annuity payments, but the amount provided for this item was inadequate to the task. There was "frequent complaint of the limited daily issue" at the first annuity distribution in 1836, despite the fact that Schoolcraft purchased

additional food stuffs beyond the \$2,000 allowed for this item by the treaty. In 1837 commissioner Harris apparently ignored the treaty figure and attempted to impose department regulations limiting the amount for provisions to \$100 per day for three days. Schoolcraft immediately objected, and Harris then authorized the full \$2,000 but said that whether “so much can be allowed in future” would depend on “circumstances.”<sup>330</sup> In 1837 Harris also acknowledged that through “inadvertence” the \$1,000 that was required to be invested annually in stock had not be “retained this year” and the error would have to corrected the following year. The fish barrels that were required for annual distribution were also again overlooked and as of October 1837 had not been delivered to Sault Ste. Marie.<sup>331</sup>

Soon after the decision was made to accommodate the Grand River Ottawas by paying them their annuities at Grand River, a similar request was made by the Chippewas of the upper peninsula. The annual trip to Mackinac, coming at the height of the fishing season, “puts them to great expense” their agent reported in 1837. In later years similar requests would be made by the Indians at L’Arbre Croche and Grand Traverse. All these requests were apparently denied on the ground that they would entail additional travel on the part of the agent and additional costs in transporting provisions and the specie payments. The government’s refusal to make the annuity payment at any place other than Mackinac and Grand River further exacerbated Indian discontent when Congress was late in appropriating the annuity payment. In 1839 Schoolcraft noted he had “sometimes” been forced to defer the annuity distribution until “October, November, and even December” at which times the Indians were “exposed to much physical suffering.” In addition, these late distributions came during their “fall hunts, the neglect of which is an irreparable detriment to them.”<sup>332</sup>

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<sup>329</sup> Harris to Schoolcraft, June 23, 1837 [\[HRA001754\]](#); M234, roll 422, f. 820. Copy in M1, roll 42, p. 473 [\[HRA002398\]](#).

<sup>330</sup> Schoolcraft to Harris, July 8, 1837 [\[HRA015051\]](#); M234, roll 402, f. 400 For Harris’s reply see Harris to Schoolcraft, July 28, 1837 [\[HRA014062\]](#); M21, roll 22, f. 170.

<sup>331</sup> Harris to Schoolcraft, August 24, 1837 [\[HRA014088\]](#); M21, roll 22, p. 252. James Ord to Schoolcraft, October 13, 1837 [\[HRA000595\]](#); M1, roll 43, p. 337. Ord’s letter contains the only division of fish barrels among the Indians that I was able to find. From this document it appears that approximately half of the 400 barrels provided for in the treaty went to the Chippewas of the upper peninsula. It does not indicate how the remaining barrels were distributed.

<sup>332</sup> Cobbs to Schoolcraft, January 8, 1837 [\[HRA001619\]](#); M234, roll 422, f. 613. Francis Pierz to William Medill, February 10, 1849 [\[HRA000313\]](#); M23, roll 403, f. 471. Schoolcraft to Harris, July 8, 1837 [\[HRA015051\]](#); M234, roll 402, f. *ARCIA*, 1839, pp. 481-482 [\[HRA014086\]](#).

Another treaty provision that came to be opposed by the Indians was the construction of a “dormitory” for Indian visitors at Mackinac Island. This was a pet project of Schoolcraft’s who inserted it into the treaty as partial payment for the ceded lands. He justified the expense for the building on the ground that annuities paid in cash to “unreclaimed, idle, and intemperate Indians is literally thrown away.” As the treaty negotiator, he had sought to “pledge as much of the consideration money, as practicable, to objects of permanent utility.” In truth, the dormitory and its maintenance were designed as a sinecure for his relatives. Following the treaty, the project grew in Schoolcraft’s mind, as he indicated in 1837, when he proposed that, instead of building the dormitory, the government should purchase the property of the American Missionary Board, which was currently being occupied by the War Department, for \$4,100. This building would not only serve as the dormitory for Indians, as originally contemplated, but, in addition would provide living quarters for the dormitory keeper and the physician “if one can be obtained,” space for the mechanics and interpreter, a summer office for the agent, and basement storage room for the provisions, salt, and tobacco which were to be distributed at annuity payment time. Its purchase, he recommended, was “based on considerations of benevolence and justice towards them.” Harris, however, turned down the proposal on the ground that an 1820 statute forbade the purchase of land on behalf of the United States unless authorized by statute. “There being no law authorizing this purchase, it cannot, of course, be sanctioned.”<sup>333</sup> Schoolcraft immediately responded that the new duties imposed on the agent as a result of the treaty now made it “evident, that putting up a mere house for Indians to sleep at...will not answer the purpose.” He suggested that Harris seek the Congressional action that was deemed necessary. To this proposal, Harris replied that “it is doubtful whether authority to buy can be obtained.” Apparently confused by the treaty requirement that a dormitory be provided and the prohibition on purchasing the mission building, Harris then washed his hands of the matter and “concluded to leave the matter to you.” Schoolcraft was authorized to advertise for “proposals to build but his nominee for “keeper of the Dormitory,” William Johnston, would not be entitled to payment until the dormitory was “completed.”<sup>334</sup> This decision would later play a role in William

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<sup>333</sup> Schoolcraft to Harris, June 14, 1837 [\[HRA003307\]](#); M1, roll 37, p. 233. Harris to Schoolcraft, July 7, 1837 [\[HRA002420\]](#); M21, roll 22, f. 83

<sup>334</sup> Schoolcraft to Harris, August 1, 1837 [\[HRA003336\]](#); M234, roll 402, f. 442 Harris to Schoolcraft, August 24, 1837 [\[HRA014088\]](#); M21, roll 22, p. 252.

Johnston's alliance with Augustin Hamlin, Jr. to secure Schoolcraft's ouster from office. In later years the Indians would complain about the use of their compensation money for the dormitory. Sometime after Schoolcraft left office, the dormitory was abandoned because of Indian opposition and the cost of its upkeep, and the property was turned over to the War Department.

None of these conflicts compared, however, to the Indians' opposition, beginning in 1839, to two restrictions on annuity payments implemented by Schoolcraft. In that year, when rumors were rife that they would soon be forced to move across the Mississippi, Schoolcraft reported that "a considerable number of the Ottawa and Chippewa Indians of Lakes Michigan & Huron are about to make their long contemplated movement to the Manatouline [sic] Islands." To stop this emigration Schoolcraft ordered that the Indians be told at Mackinac that if they persisted in leaving the United States, "they will forfeit their shares of the annuities, which will be divided, annually, among those remaining on the American soil." At the same time he also announced that they would be denied "the privilege of the smiths shops and rations." Whether because of Schoolcraft's decision to deny these Indians their annuities or their dissatisfaction with conditions in Canada, most of these Indians apparently returned the following year. However, the Ottawas at L'Arbre Croche, who charged that 263 members of their band had been denied annuities, challenged the decision and appealed directly to the Secretary of War in 1840 for reimbursement. Schoolcraft's decision was eventually upheld by Indian Commissioner Crawford, thereby adding to the atmosphere of distrust and dissention that marked the years 1839-1841.<sup>335</sup>

The second conflict over annuity payments came when the Indians at L'Arbre Croche began to question the interpretation of the treaty provision relating to the payment of their debts to the traders and the division of the \$30,000 annual annuity payment among the various Indian bands. It will be recalled that when the treaty was amended there were two different and conflicting provisions in the final document relating to the payment of any surplus remaining after the traders' debts had been paid. Article five provided that if there was any money left after the

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<sup>335</sup> Schoolcraft to Crawford, May 20, 1839 [\[HRA000176\]](#); M234, roll 403, f. 83. Schoolcraft to Crawford, June 26, 1839 [\[HRA001860\]](#); M234, roll 423, f. 374. *ARCIA, 1839* (NCRM edition), p. 481 [\[HRA014086\]](#). *ARCIA, 1840* (NCRM edition), pp. 343-344 [\[HRA014080\]](#). Speech of Principle [sic] Chiefs, May 23, 1840 [\[HRA002091\]](#); M234, roll 424, f. 50. William Johnston and Augustin Hamlin to Secretary of War Joel Poinsett, August 19, 1840 [\[HRA002098\]](#); M234, roll 424, f. 57. Crawford to Schoolcraft, August 22, 1840 [\[HRA000963\]](#); M1, roll 49, f. 27, p. 91-98

payment of the traders' debts, "the overplus, if any [would be applied] to such other use as they may think proper." However, in the supplementary article it was provided that "Any excess of the funds set apart in the fifth and sixth articles, shall, in lieu of being paid to the Indians, be retained and vested by the Government in stock...." In 1836, Indian commissioner Harris adopted the supplementary article by instructing Schoolcraft to return any surplus "to the Treasury, as provided for in the supplemental article, to be invested in the manner pointed out in the 4<sup>th</sup> article."<sup>336</sup>

It was not until 1839 that this interpretation was challenged. In February of that year, spokesmen for the "L'Arbre Croche, Little Traverse, and the Village of the Cross" Ottawas assembled and demanded from Schoolcraft that the surplus in the debt fund be paid: "There is money left, and this money belongs to us." In addition, they complained that the threefold division of annuity money, "one part for the Ottawas, one part for the Huron Ojibways, and one part for the Northern Ojibways," was unfair. The Huron Ojibwas, whose numbers they said were "few," received "more money than we do" even though "our land is rich—our men, women, and children are many." Schoolcraft forwarded their "address" to Crawford saying that the debt fund money could not be paid because of the requirement of the "supplemental article" and because "all claims on this fund [are] yet undecided."<sup>337</sup> Despite the demand of the Ottawas, Indian commissioner Crawford wrote in his 1840 annual report that while he was aware of the conflicting provisions in the 1836 treaty, "upon examination, I do not find any request made by these Indians for the application of the balance that remained of their debt fund...." Instead, the money had been invested in bonds issued by the State of Kentucky. Continuing, he wrote that while there was no "direct authority for the investment in Kentucky stock...I cannot but regard the course adopted as the most judicious and beneficial for the Indians." The interest on the bonds, however, "should be paid...punctually and annually, which has not been done heretofore."<sup>338</sup>

In 1841 just as he was ending his career in Michigan, Schoolcraft adverted to the problem of the surplus in the debt fund. In a letter to Crawford he estimated the amount unpaid and still

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<sup>336</sup> Harris to Schoolcraft, July 9, 1836 [\[033174\]](#); M21, roll 19, p. 166.

<sup>337</sup> Schoolcraft to Crawford, April 23, 1839 [\[HRA000167\]](#); M234, roll 403, f. 72. Attached to this letter is the address of the Indians [\[HRA000170\]](#).

<sup>338</sup> *CIA, 1840, NASP-IA*, 1:281 [\[HRA014760\]](#).

remaining in the debt fund at \$79,045. “No subject appears to have dwelt, more constantly on their minds, for a year or two past,” he wrote. On every occasion that Schoolcraft met with them they “introduced” the topic of the debt fund, fearing “that they should lose the money.”

Schoolcraft blamed the problem on ex-commissioner Harris whom he said had violated article five of the treaty by delegating the responsibility for payment from this fund “to a gentleman of New York city, quite ignorant of these claims” instead of to their “Agent.” Only at this writing did Schoolcraft advise Crawford of the “inherent difficulty” occasioned by the two conflicting provisions in the treaty and only then did he call for “a decision, on this point” as an “important prerequisite” to the disposition of the money remaining in the debt fund.<sup>339</sup> No action would be taken by the Indian Office until it was resolved in 1851 by Indian commissioner Luke Lea who ordered that the fund be paid to the Indians’ creditors.

## **Indian Fishing Rights and the Trade and Intercourse Acts**

In December 1839 the Sault Chippewas forwarded a complaint against their sub-agent James Ord<sup>340</sup> in which they claimed that “the white people [have] taken possession of our reservation fisheries.” Ord, they complained, had done nothing to stop the “the white people.” This charge was actually in error because in September Ord had notified Schoolcraft that trespassers had entered the Indian reserve and Ord had requested instructions on what to do. Schoolcraft replied later that month. He advised Ord first to secure a complaint from the chiefs “in council” and then to notify the “individuals of their trespass, and request them to remove....” If his notice was “disregarded,” he should then appeal to the commanding officer at the fort for assistance in removing the “interlopers” and any structures they might have erected. The reserve had been created in fulfillment of “the 3<sup>rd</sup> article of the treaty of St. Marys of June 16, 1820, Schoolcraft wrote, and the government was bound to protect the Indians” in its use.<sup>341</sup>

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<sup>339</sup> Schoolcraft to Crawford; March 30, 1841 [\[HRA002226\]](#); M234, roll 424, f. 787. There is a copy of this letter in M1, roll 38, f. 183 [\[HRA000439\]](#). In 1839 Robert Stuart advised Crawford that some \$3,000 was also still “due to the Ottawa & Chippewa halfbreeds.” There could be “no justification” for the government’s delay “so long” in paying “these persons their money.” Stuart to Crawford, November 8, 1839 [\[HRA000216\]](#); M234, roll 403, f. 126.

<sup>340</sup> A change in federal law in 1837 authorized the appointment of sub-agents within agencies. At that time Ord was appointed to the Sault Ste. Marie position.

<sup>341</sup> Schoolcraft to Ord, September 11, 1839 [\[HRA000383\]](#); M1, roll 38, p. 101. Schoolcraft to Crawford [\[HRA014112\]](#) and attached “speech,” [\[HRA015057\]](#) December 30, 1839; M234, roll 770, f. 342.

I found no further correspondence on this topic until the following year when James Schoolcraft, who signed himself “Actg. Agent” at Michilimackinac, wrote directly to Indian Commissioner Crawford to request a ruling on the question of the right of non-Indians to fish in waters that the Indians claimed were theirs. His letter was prompted by a “formal complaint” lodged by the “Indian chiefs of the northern coast of Lake Michigan” who stated that certain fishermen had “encroached on their right.” Schoolcraft phrased his request under three headings:

“1st. Are licenses to trade, or for fishing, necessary” for persons entering “the country embraced within the limits of the treaty of the 26th March 1836?”

“2d. Does the operation of the existing laws regulating trade and intercourse with the Indian tribes, extend over that portion of the country embraced with the above mentioned limits?”

“3rd. Do such laws extend to reservations under said treaty?”<sup>342</sup>

Commissioner Crawford replied quickly but his reply was directed to Henry Schoolcraft. Crawford informed Schoolcraft that the trade and intercourse acts did not apply nor was a license to trade or fish required in the area ceded by the Indians in the 1836 treaty. The same was true in the reservations created by the treaty. His reasoning was that in the Senate amendments to the treaty, the reservations were changed to five years and the United States, “in consideration of this change” awarded the Indians \$200,000. “Their title to these reservations is extinguished, and they are within the State of Michigan, and for both these reasons the intercourse law does not in general extend to them. The right to remain is only possessory, it is a privilege more than a right, the title itself being ceded, subject only to this encumbrance.” The same was true of a right to hunt and fish. It was only a possessory right and one that was now subject to the laws of the state of Michigan.<sup>343</sup>

One year later Crawford modified his decision as it applied to the Sault Chippewas. This ruling came as a result of a question posed by the leaders of the Sault band who journeyed to Mackinac in May 1841 to inquire whether their perpetual right to fish and encamp at the falls

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<sup>342</sup> James Schoolcraft to Crawford, July 11, 1840 [\[HRA002129\]](#); M234, roll 424, f.176

<sup>343</sup> Crawford to Henry Schoolcraft, August 21, 1840 [\[HRA014351\]](#); M21, roll 29, p.168. Until the receipt of this letter Schoolcraft operated under the impression that the trade and intercourse acts applied in the ceded areas. However, referring to this letter from Crawford, he duly noted in his 1840 annual report that the Indians in his superintendency were no longer subject to the trade and intercourse act and “must, therefore, abide such legal enactments, or such want of them, touching their internal affairs, as may result from local State legislation.” *ARCIA, 1840* (NCRM edition), pp. 340-41 [\[HRA014080\]](#).

had in any way been changed by the 1836 treaty. James Schoolcraft assured them that it had not been. He then thought better of his answer and decided to refer the question to Washington. In June Commissioner Crawford replied. In reviewing the 1820 treaty he determined that the Chippewas' right to fish and camp at the falls was "absolute." However, he also believed that the Senate "intended to restrict the fishing right to five years, as well as the right to remain on the land" because it had restricted the other reservations to five years in the 1836 treaty, "but I do not think the treaty is so amended as to effect that purpose, if it was entertained." Having just the year before ruled that the Indians had no rights in any of their reservations except a "possessory" right, Crawford now groped for a way to apply this interpretation to the Sault reservation. He found it in article eight, which provided for their removal. "My opinion," he wrote, "is that the right is on the treaties perpetual in its character, and not taken away, but that it cannot be exercised when the Indians change their homes, and must of consequence in such an event, fall to the ground, and perhaps the Senate entertained this view of the matter. While they remain where they are, however, by the United States permission, on any construction of the different treaties, they are entitled to the right of fishing and encamping that was secured to them."<sup>344</sup> It is evident, I believe, that Crawford was attempting to find a way a way around the guarantee made to the Chippewas in the 1820 treaty. Whatever his faults, Henry Schoolcraft would be the last person to defend the Sault Chippewas' fishing rights, based on his participation in the negotiation of both the 1820 and the 1836 treaties. Once he was gone, future Indian Commissioners would follow the path laid down by T. Hartley Crawford in his response to the questions posed earlier by James Schoolcraft. While there would be a period of inertia or "benign neglect" in the 1840s, in 1855 in a new treaty, the Sault Chippewa's fishing rights would be abolished. Chris questioned whether this exchange demonstrated that these Indians at least understood difference between "absolute" right and the temporary right granted in 1836. I'm open to discussing this again but at the moment (1) I think this may create problems down the line and (2) I'm not convinced this is the place to make the point. Advice requested.

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<sup>344</sup> James Schoolcraft to Crawford, May 31, 1841 [\[HRA002235\]](#); M234, roll 424, f. 806. Crawford to James Schoolcraft, June 15, 1841 [\[HRA001072\]](#); M21, roll 30, p. 355



## The Removal of Henry Schoolcraft

Schoolcraft's negotiation of the 1836 treaties with the various Indian bands in Michigan marked the high point of his career as an Indian agent. In July 1836, as indicated earlier, he became the Superintendent of Indian Affairs with responsibility for all the Indians in the new State of Michigan. Implementation of the terms of the 1836 treaty, plus the implementation of similar treaties with the Saginaw Chippewas and the Chippewas of Swan Creek and Black River in 1836-1837, greatly increased his responsibilities. New personnel had to be appointed as interpreters, farmers, blacksmiths and mechanics and, after 1837, as sub-agents. The reorganization of the Indian Office in 1834 specified that "in all cases of the appointments of interpreters or other persons employed for the benefit of the Indians...a preference shall be given to persons of Indian descent..."<sup>345</sup> Complying with this directive, Schoolcraft turned to his relatives, the Johnston brothers, to fill some of these positions. He also appointed his brother, James Schoolcraft, who was not of Indian descent. These appointments were not well received in Michigan where Schoolcraft's critics accused him of favoritism. In time the Johnston brothers proved unworthy and were removed. William Johnston then turned on his brother-in-law and, in conjunction with Augustin Hamlin Jr., actively sought Schoolcraft's dismissal.<sup>346</sup>

Hamlin's feud with Schoolcraft had its origin in Hamlin's attempt to be recognized as "principal chief of the Ottawa Indians." In 1837, apparently emboldened by his role as a spokesman for the L'Arbre Croche Ottawas during the 1836 treaty negotiations, Hamlin appealed directly to President Martin Van Buren for recognition as principal chief, a position which did not exist among the Ottawas. He followed this in 1838 with a letter to Indian Commissioner Crawford which contained a petition" from "54 chiefs" who purportedly supported Hamlin's bid for recognition as principle chief.<sup>347</sup> Crawford, in turn, forwarded the petition to Schoolcraft and sought his advice. Schoolcraft, who had come to regard Hamlin as a troublemaker because he questioned the government's implementation of the 1836 treaty, responded with a scathing denunciation of Hamlin as an opportunist, "a mere youth, the son of a

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<sup>345</sup> 1 Stat., 735 [[HRA016001](#)].

<sup>346</sup> For the details of many of the events that led to Schoolcraft's ouster see Bremer, *Indian Agent and Wilderness Scholar*, pp. [154-157](#), [186-187](#), [195-208](#), [219-220](#).

French half breed trader at Point St. Ignace,” who was not a native of L’Arbre Croche and who had secured the Indians’ marks on the petition by trickery.<sup>348</sup> Hamlin’s ambition was, thus, thwarted, but he soon teamed up with William Johnson to bring charges against Schoolcraft with the hope of having him dismissed from office.

The charges that Hamlin and Johnson drew up against Schoolcraft ranged from using government employees for his personal purposes to his unwillingness to implement the 1836 treaty funds in the way that some of the Ottawas wished. In April 1840 the two men traveled to Washington to present their charges against Schoolcraft in person to the Secretary of War.<sup>349</sup>

This time their charges had the desired effect. An investigation of Schoolcraft’s administration was ordered. When it was completed Commissioner Harris reported that the “gravest charges” against Schoolcraft had not been “sustained” and the superintendent would not be dismissed. The investigation had, however, resulted in the discovery of “errors” in some instances. These errors, he promised, would be “corrected” and “amendments” made.<sup>350</sup> Schoolcraft was, thus, vindicated but he had been weakened. Shortly after this incident ended, voters across the nation went to the polls and decisively rejected the party of Andrew Jackson and his hand picked successor, Martin Van Buren. The victorious Whigs soon cleaned house throughout the executive branch of government.

Shortly after the new administration took office in the spring of 1841, Hamlin and Johnston took advantage of the appointment of the new Secretary of War, John Bell, to renew their charges and to request permission to lead a delegation of chiefs to the Capitol to present their case against Schoolcraft. Even before their request could be answered, however, Schoolcraft was summoned to Washington where he was handed a statement that his “official connection with this Department will be considered as ending with this day.” Robert Stuart, a staunch Whig and one of Schoolcraft’s critics, had been appointed “to succeed you.” Schoolcraft was ordered

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<sup>347</sup> Augustin Hamlin, Jr. to President Martin Van Buren, June 28 and July 29, 1837 [\[HRA014330\]](#); M234, roll 402, f. 333-348. Harris to Schoolcraft, June 2, 1838 [\[HRA014350\]](#); M21, roll 24, p. 297. There is an account of these events in McClurken, “Being and Becoming Indian,” pp. 91, 97 [\[HRA013824\]](#).

<sup>348</sup> Schoolcraft to Harris, June 16, 1838 [\[HRA014121\]](#); M234, roll 402, f. 847.

<sup>349</sup> Depositions of various people, circa February 1840 [\[HRA000243\]](#), [\[HRA000247\]](#), [\[HRA000249\]](#), [\[HRA000251\]](#); M234, roll 403, f. 181-190. Charges preferred against Schoolcraft, no date, but prior to April 11, 1840 [\[HRA000238\]](#); M234, roll 403, f. 174. Request from the Ottawa and Chippewa Chiefs to the Great Father, no date [\[HRA014124\]](#); M234, roll 403, f. 179 Hamlin and Johnston to Joel Poinsett, August 19, 1840 [\[HRA002098\]](#); M234, roll 424, f. 57.

<sup>350</sup> Crawford to Hamlin and Johnston, August 21, 1840 [\[HRA014126\]](#); M21, roll 29, p. 166.

to deliver to Stuart “all the funds, books, papers, and property of every nature belonging to the Indian Department....”<sup>351</sup>

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<sup>351</sup> Johnston and Hamlin to John Bell, April 30, 1841 [\[HRA014764\]](#); M234, roll 424, f. 306. Crawford to Schoolcraft, May 1, 1841 [\[HRA014130\]](#); M21, roll 30, p. 249. In his memoir Schoolcraft said nothing about his ouster, noting only that after more than thirty years in the West, he “determined” to move to New York city where he believed he would find better opportunities for writing and for the education of his children. His wife’s health which had been “impaired for several years,” was also given as a motive for his decision to leave Michigan. See Schoolcraft, *Personal Memoirs*, p. 702 [\[HRA014762\]](#). After Schoolcraft was removed from office his handling of various claims of the Johnston family against the federal government was investigated. The claims were then disallowed and Schoolcraft was found liable in 1843 for reimbursement to the government of some \$9,965. He had already lost most of his own savings, together with those of Johnston family members whose payments under the 1836 treaty had been entrusted to him, in the Panic of 1837. Schoolcraft had invested heavily in Michigan real estate and other ventures at the height of the land boom, only to see all his investments fail. His good friend and former United States Senator, Lucius Lyon, who had posted the required bond for Schoolcraft when he was Superintendent of Indian Affairs, was liable for the judgment against Schoolcraft and appealed to him “to save me...If you do not I must of course be utterly ruined beyond all hope of recovery.” After some hesitation, Schoolcraft ordered that his remaining property in Michigan be turned over to Lyon who sold it to pay the government. See Bremer, *Indian Agent, Wilderness Scholar*, pp. 265-269 [\[HRA015163\]](#), and “Letters of Lucius Lyon,” *Michigan State Historical Society Historical Collections* 27 (1897): 592 [\[HRA015103\]](#).

## Part 6: Completing the Circle, 1841-1855

### General Statement

The abrupt manner in which Schoolcraft was dismissed coincided with the expiration of the five year period for Indian occupation of the reservations authorized by the Senate amendment to the 1836 treaty. His dismissal also produced a vacuum in the implementation of the treaty provisions. After Schoolcraft's departure, superintendents were appointed primarily on the basis of their political affiliation, which usually resulted in their replacement at four year intervals, if not sooner. Increasingly, they chose to remain in Detroit and, with a few exceptions, they had little contact with their Indian charges, relying mainly on reports from the ministers at the six missionary stations for evidence of what was transpiring within their jurisdiction.<sup>352</sup> With the defeat of the Democratic Party in 1840, the impetus for the removal of eastern Indians to the area west of the Mississippi declined. An increasing number of the Ottawa Indians, particularly those at Little Traverse, began to engage in agriculture, and to secure their permanence in Michigan, they began to purchase lands. Indian Commissioner Crawford was opposed to these purchases, maintaining that at some point the Indians would have to move west of the Mississippi, but he was powerless to stop them from their efforts to remain in Michigan. As the years passed and nothing was done to force their removal, the citizens of Michigan gradually came to accept the Indian presence among them. There remained the question of who owned the former reservations. In 1853 a new Indian commissioner, George Manypenny, determined that it was time to resolve all the questions remaining from the unfulfilled or partially fulfilled provisions of the 1836 treaty. He called for new treaties that would resolve any questions about land by

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<sup>352</sup> See Hill, *The Office of Indian Affairs, 1824-1880*, p. 94-96 [\[HRA013668\]](#) The quality and the quantity of available documents for the post-1841 period are inferior to those relied upon for Parts 3 and 4 of this report. Not only were the agents assigned to Michigan less inclined than Henry Schoolcraft to document events in their jurisdiction but they also had less experience in dealing with Indians. From 1840 to 1852 control of the executive branch of the federal government changed from one party to another every four years. In addition, two of the presidents, William H. Harrison and Zachary Taylor, died in office and their successors appointed their own men to federal offices. This made for discontinuity in the office of the commissioner of Indian affairs and in the field offices of superintendents and agents.

There is also a greater reliance in this part of my report on the published annual reports which Indian agencies were required to submit. This results from the fact that the agents were often content to refer to the reports of subordinates, particularly the missionaries, who were in closer contact with the Indians than they were and whose reports were often more revealing than the agent's own published reports or their correspondence with Washington.

guaranteeing small individual landholdings or allotments for the Indians in the 1836 cession area and the end of their recognition as tribal entities entitled to negotiate with the federal government in the future.

## **The Stuart-Crawford Years, 1841-1845**

There was some continuity in Indian policy following Schoolcraft's dismissal in that T. Hartley Crawford remained commissioner of Indian affairs until October 1845. Crawford, who had been appointed by the pro-removal Van Buren administration, was dedicated to the concept of Indian removal. As long as he remained in office, he insisted, in the face of mounting evidence that the Indians of Michigan would not accept removal, that at some point in time they would be removed. As a consequence, he refused to sanction their efforts to purchase land in Michigan while, at the same time, he failed to persuade them to abandon their homelands. In this endeavor he was subtly undermined by the willingness of the Michigan Superintendent of Indian Affairs, Robert Stuart, to allow them to remain. Once Crawford was removed from office, his successors and the Michigan agents began to encourage Indian purchase of lands as a means of civilizing them. At the same time, the citizens of Michigan gradually came to accept the presence of Indians in their midst so long as they were willing to give up their tribal allegiance and settle down on individually owned plots of land.

The growing eagerness of the Indians to purchase land was the result of their experience that white settlers had begun to advance northward from the Grand River and were purchasing land in the 1836 treaty cession area. As these settlers moved northward, the animals that the Indian hunters relied upon became more and more scarce and the Indians' access to the ceded land was steadily diminished. The Indians apparently realized that the time had come under Article 13 of the 1836 treaty to give way to the white settlements. Since they did not wish to leave their homelands, their only alternative was to purchase land themselves and take up agriculture. This, of course, had been the goal of federal Indian policy before the removal policy was adopted.

Only a month after taking office, Robert Stuart gave notice of how much he differed from Schoolcraft on the matter of removal. In June 1841 he reported that many Indians who had fled to Canada the year before, when rumors were being spread that they would be forcibly removed beyond the Mississippi River, had indicated a desire to return if they could be assured that they would not be removed. "Can I give them this assurance...?" he requested. The reply was a

qualified ‘yes,’ as Crawford articulated it in his annual report. No time had been fixed for their removal despite the fact that the five-year limitation on their reservations had expired. The matter “now rests in the discretion of the United States,” Crawford reported and, in the absence of a decision by the administration, he believed that they should be permitted to remain “where they are....”<sup>353</sup>

Some of the Indians, however, had come up with their own solution, as Stuart indicated in his annual report for 1841. Some had purchased lands and “many more are saving their money for the same purpose.” They were desirous of becoming citizens by settling on “their own farms” and submitting to “the protection and sanction of our laws.” Petitions to permit those who had purchased farms to become citizens were being prepared for presentation to the Michigan Legislature, he advised.<sup>354</sup>

Evidently, the petitions to the Michigan Legislature had no effect, but two years later Stuart reported that the Ottawas of L’Arbre Croche, Grand Traverse, and some Chippewas had “urged me most strenuously” to intercede with Congress and the President in behalf of their appeal for citizenship. Many of them were “*highly* deserving,” Stuart stated, and “a number are saving their annuity money to purchase farms on the lands they now occupy *at will only*.” [Italics in original] The reports from the mission stations at Grand Traverse and L’Arbre Croche also indicated that the Indians there were settling down on former reservation lands where they were building log homes and putting in gardens in the “strong hope that they may buy their land, and not be removed from it....” At Grand Traverse most of the Indians still left the area for winter hunts, but a number were remaining with only occasional hunting “excursions”<sup>355</sup> It is apparent, I believe, from these reports, that the Ottawas and Chippewas were aware that their former lands were now passing into white ownership and that if they were to remain on any part of those lands, they would have to purchase them and take up agriculture to survive.

Nothing came of the Indians’ appeal for citizenship in 1843 because Congress was “prevented by the exigency of other and previous applications, from attending to our wishes.” Undaunted, in 1844 the L’Arbre Croche band presented Stuart with another petition addressed to

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<sup>353</sup> Stuart to Crawford, June 25, 1841 [[HRA002241](#)]; M234, roll 424, f. 819. *CIA, 1841, NASP-IA*, 1: 694 [[HRA014768](#)], *ARCIA, 1841*, (NCRM edition), pp. 323-24 [[HRA014140](#)].

<sup>354</sup> *ARCIA, 1841*, (NCRM edition), pp. 323-24 [[HRA014140](#)].

<sup>355</sup> *ARCIA, 1843*, (NCRM edition), pp. [321](#), [323](#), [426](#).

the President in which they advised the President that they had petitioned the Michigan Legislature in 1843 to assist them in securing “a permanent location in the land of their birth, and ultimately the rights and privileges of American citizens.” The legislature responded to their plea by instructing its congressional delegation “to exert their influence” in securing the request. They asked now that the President intercede for them before Congress. This time their petition was published in the Commissioner of Indian Affairs’ annual report with the statement that it was being submitted for “consideration and such action by Congress” as it was pleased to adopt. It was not, however, endorsed by Commissioner Crawford, only submitted, and again, no action was taken.<sup>356</sup>

Crawford was apparently constrained to publish the petition because he had been forced earlier to account to the Secretary of War for complaints lodged against him by Hamlin and Johnston with respect to payments made from the debt fund created by the 1836 treaty to pay the Indians’ creditors. In 1842 the Indians renewed earlier requests for the payment of the balance in this fund, and Stuart forwarded their memorial to Washington. Crawford dismissed the request with the statement that the fund was accumulating interest which would be paid to them at “the proper time....” If the Indians should insist upon payment after Stuart explained to them why the balance could not be paid, he was instructed to “communicate the fact to this office when the decision will be made.” He made no attempt to instruct Stuart or the Indians about the conflicting articles in the 1836 treaty that had bedeviled the usage of this fund from the beginning.<sup>357</sup>

In 1843, as he prepared for the annuity payments, Stuart notified Crawford that there was a shortfall in the amount remitted for payment to the Grand River Ottawas. He traced this back to his first year in office when the Indian Office had paid these Indians only \$1,000 of the \$1,700 that was their normal apportionment of the annuity payment. The discrepancy was rectified the following year when the Grand River bands received \$2,400, but now they had again been allotted less than they were entitled to receive. He also noted that the Indian Office had not remitted the interest that was due on the Indians’ debt fund, and he asked that he be informed why this was so in order “that I may be enabled to give a satisfactory explanation.” To this request Crawford replied that the Secretary of War had recently approved the payment of a claim

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<sup>356</sup> *CIA, 1841, NASP-IA*, 1:92 [[HRA014152](#)], *ARCIA, 1844*, (NCRM edition), pp. 179-80 [[HRA014777](#)]; Crawford to Stuart, December 28, 1844 [[HRA001278](#)]; M1, roll 57, p. 32.

against the fund that had “absorbed not only the amount of the interest on hand...but will absorb all that will be collected for some time to come.”<sup>358</sup>

Stuart’s announcement to the Indians that the interest on the debt fund had not been paid apparently resulted in a charge the following year that the payment of the claim was unwarranted and further, had been approved “without the knowledge and consent of the Chiefs and Headmen” of the tribes as required by the treaty. This charge was made by Hamlin and Johnston, purportedly acting in behalf of the “Chiefs of the Ottawas and Chippewas.”<sup>359</sup>

Crawford replied to the charge first by attacking Hamlin and Johnston as men who were acting without any authority from the Indians and who, some years before, had attempted to bilk \$4,000 from the Indian’s surplus debt fund for their personal use. He then reviewed the conflicting provisions in the 1836 treaty relating to the debt fund and stated that the department was following the supplementary article to the treaty which provided that any surplus in the debt fund should be invested in stocks, which had been done; the total in that fund “now approaches 100,000 dolls (sic).”<sup>360</sup> The Indians, he said, had no say in the distribution of the debt fund until twenty one years had elapsed.

As to the charge that the Indian Office had made payments to the Indians’ creditors from the fund without their knowledge and consent, Crawford stated that certain claims that required examination were not acted upon until 1838-43. Three of them were approved after investigation; two others were disapproved by Crawford but paid when he was overruled by the Secretary of War.<sup>361</sup> It is not clear whether Crawford replied directly to Johnston and Hamlin, but sometime in the fall of 1843, Johnston took up the matter with Robert Stuart and again restated the charge that the debt fund had been misused. This time, however, he stated that the Indians wanted to come to Washington “in order to satisfy themselves of the precise situation of their affairs....” They also wanted access to the debt fund in order to pay the debts contracted by

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<sup>357</sup> Crawford to Stuart, December 10, 1842 [\[HRA001182\]](#); M21, roll 33, p. 147.

<sup>358</sup> Stuart to Crawford, July 7, 1843 [\[HRA002697\]](#); M234, roll 403, f. 318. Crawford to Stuart, July 13, 1843 [\[HRA001234\]](#); M1, roll 55, f. 22, p. 65-66.

<sup>359</sup> Johnston and Hamlin to Crawford, August 1, 1843 [\[HRA000276\]](#); M234, roll 403, f. 311.

<sup>360</sup> Ibid [\[HRA000276\]](#). Crawford’s difficulty in explaining why the interest had not been paid was apparently due to the decision he had made in 1841, in response to an earlier complaint from Hamlin and Johnston, to pay the interest to the Indians annually.

<sup>361</sup> Crawford to J.M. Porter, August 29, 1843 [\[HRA000278\]](#); M234, roll 403, f. 324.



“their young men since 1836” and to “purchase land....” Stuart forwarded the request to Crawford who did not reply until June 1844.<sup>362</sup>

In his reply Crawford stated that he had referred Johnston’s letter to the Secretary of War with the recommendation that the Indians not be authorized to come to Washington. The Secretary agreed. But, in order to acquaint Stuart with his stand on the issues raised by Johnston, Crawford penned a ten page letter in which he repeated everything he had said the previous year about the recent payments from the debt fund that were authorized in Washington and why it could not now be tapped to pay debts incurred by Indians after the treaty was signed. More importantly, he informed Stuart that no money could be authorized to purchase lands for the Indians. They were bound by the treaty to remove, he instructed Stuart, and furthermore it was “against the policy and practice of the Government to permit Indians to buy lands.”<sup>363</sup>

Although Crawford would continue to insist upon the eventual removal of the Indians and oppose their purchases of land, he was clearly out of touch with events in Michigan and with his own agents. In November 1844 Stuart was advised by a resident of Michilimackinac, Norman MacLeod, that the Catholic missionary, Francis Pierz, had recently “purchased a few sections of public lands in his own name which he holds as trustee of the bands of that station.” These lands were situated “in the neighborhood of the Grand and Little Traverse bays....” In the last twelve months, MacLeod went on, “hordes of squatters have immigrated to Michigan and spread themselves over the choicest locations of the northern peninsula and the adjacent islands.” In one case he described a “party of wood choppers” who had invaded a “sugar bush” area upon which one band depended for subsistence. Within the space of “a few days” these trespassers had converted the trees into masts for a steamboat, leaving the Indians to “starvation.” The government, MacLeod warned, “should either allow the Indians to purchase lands or at least set aside some lands for their use and impose “rigid penalties” against white trespassers.”<sup>364</sup>

That same month the sub-agent at Mackinac, Justin Rice, informed Stuart that “lately” he had been approached by Indians from the L’Arbre Croche and Cheboygan Lake areas who were

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<sup>362</sup> Crawford to Stuart, June 15, 1844 [\[HRA001246\]](#); M1, roll 56, p.53.

<sup>363</sup> Ibid [\[HRA001246\]](#).

<sup>364</sup> Norman MacLeod to Stuart, November 12, 1844 [\[HRA001283\]](#); M1, roll 57, p. 172. In a separate letter to his sub-agent at Mackinac, Justin Rice, Stuart stated that he was “much pleased with Mr. Pierz efforts in behalf of his Indians, and hope they will now prosper on *their own lands*; there is no law to forbid them purchasing etc.” [italics mine] Stuart to Rice, November 10, 1844 [\[HRA000487\]](#); M1, roll 39, p. 518.

inquiring if the lands in their areas were “in market.” From the fact that they had “purchased about one thousand acres at Little Traverse, Middle Village, and the Cross,” he inferred that all the lands “thereabouts are in market,” but he did not know for certain and he requested maps from the General Land Office so that he could advise them. The Indians had money, he advised, and wanted to go to the Land Office in the spring to buy more land if it was available. They were also inquiring whether it was better to purchase in their own names or unite with others and purchase in the name of “their Chief, as has been done in the purchases made this fall.” He was fearful, however, that the traders, who had been pressing the Indians in the area to sign a petition in favor of the payment of their debts from the surplus in the debt fund, would seize their newly purchased lands as payment if the Indian Office refused their claims on the debt fund. While he had originally opposed the petition for payments from the debt fund, Rice now decided that until the claims were entirely settled, the Indians “will never have any peace.” In a similar vein, Robert Stuart, despite Commissioner Crawford’s stricture against land purchases, wrote to Father Pierz in November 1844 to praise him for his efforts toward securing citizenship for his charges and especially for “your kind personal effort in procuring their land titles.”<sup>365</sup>

While Crawford was insisting that the Indians must move, the GLO was anxious to complete its surveys of lands which it believed had been set aside as reservations under the 1836 treaty. The GLO was being pressured to complete this work by prominent politicians, including President Millard Fillmore and Senator William Woodbridge of Michigan.

In February 1843, the commissioner of the GLO wrote to Crawford to inquire about the status of the Indians on Beaver Island. Since the date for Indian occupation of the island had expired, he asked Crawford whether the Indians had actually been removed or “what steps, if any, have been taken by your Department” to remove them. President Fillmore, he added, wanted to know about possible “settlement and sale of the above Islands.” Crawford replied that “no steps” had been taken to remove the Indians ever since they had appealed to the President to be “permitted to reside on their reservations...for the present it is not contemplated to disturb them.” The question, however, would not go away, and the following year the commissioner of

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<sup>365</sup> Justin Rice to Stuart, November 12, 1844 [[HRA001280](#)]; M1, roll 57, p. 168. Stuart to Pierz, November 30, 1844 [[HRA000490](#)]; M1, roll 39, p. 527. I did not find a reply to Rice’s questions about land sales in the L’Arbre Croche area. In all of these documents relating to Indian land purchases, there is the implicit understanding on the part of the Indians that they had no claim on the lands that the white settlers had purchased in the territory ceded in 1836. Nor is there any reference to or claim to a right to hunt on the ceded lands.

the GLO again wrote to Crawford, this time inquiring about the status of not only Beaver Island, but also “Round Island, Island of the Chenos, Sugar Island with its Islets, part of Grand Isle, and several other tracts of land in Michigan...” He requested an early reply to his inquiry because he was in the process of preparing instructions “for the survey of the lands adjacent to those reservations, and it is important that they should be surveyed at the same time....” This time Crawford replied that the islands “ought not to be surveyed until measures are adopted & executed for the removal of the Indians.” “The Government,” he added, “has given at least a tacit to their remaining.”[Underling in the original. Although it may appear that there should be a noun after “tacit,” there was none in the original document.]<sup>366</sup>

The GLO, however, was insistent. In March 1845, GLO Commissioner Blake informed Crawford that Michigan Senator William Woodbridge was “urgently pressing the survey of these tracts...and representing that no possible injury can accrue to the Indians by this course, even should they continue for years to come in possession of them....” Blake urged that the islands should be surveyed at the same time as the “adjacent lands;” otherwise the federal government “would be put to a very heavy and increased expense in surveying these detached tracts hereafter.” He concluded by requesting that Crawford concur with him that the surveys of these lands should be performed immediately.<sup>367</sup>

Crawford was unwilling to take responsibility for authorizing surveys on land the Indians still inhabited, but he found a way around the issue by reference to the Indians’ appeal for citizenship, recently submitted to Congress with the support of the Michigan congressional delegation. If their appeal were to be “favorably acted on by the government,” he advised, “it is presumed that they would be concentrated at one place and a particular section of country allotted to them by which the objections to a general survey of the reserves and occupied tracts would be obviated & removed.” Therefore, he concluded, if the GLO could conduct the survey “peaceably and without injury to the Indians this office will not interpose any obstacles to it accomplishment” and he would be “gratified” to assist Michigan “in having more lands brought into market....” He left it to commissioner Blake “to determine...whether the surveys can be

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<sup>366</sup> Thomas Blake, commissioner GLO, to Crawford, February 7, 1843 [\[HRA001943\]](#); M234, roll 427, f. 511. Crawford to Blake, February 11, 1843 [\[HRA014153\]](#); M21, roll 33, p. 285. Blake to Crawford, August 22, 1844 [\[HRA000287\]](#); M234, roll 403, f. 356. Crawford to Blake, August 26, 1844 [\[HRA014348\]](#); M21, roll 35, p. 441.

<sup>367</sup> Blake to Crawford, March 12, 1845 [\[HRA001959\]](#); M234, roll 427, f. 699.

made without injury to or interference with the present Indians localities and residences.” He suggested that Blake procure “the assent of the Indians.”<sup>368</sup>

Crawford’s oblique approval, carefully phrased to avoid responsibility for extending the surveys over the reservations, was the last item I found on the topic of the reservation surveys. I believe that it is the basis for Charles Royce’s statement that in 1845 the Indians consented to “the extension of the public surveys over these reserves,”<sup>369</sup> although I also believe that Royce mistakenly interpreted Crawford’s letter as authorization to conduct the surveys. I hazard the opinion, however, that the GLO did extend its surveys over all the reservations created by the 1836 treaty at some point in time and probably by 1845. I found no evidence to indicate that the Indians’ consent was obtained. Royce maintained that the Indian Office informed the GLO that the surveyed tracts were not to be offered for sale, but it seems likely that once surveyed, the tracts were offered for sale, both to Indians and non-Indians.

## **The Richmond-Medill Years, 1845-1849**

In the 1844 national elections the Democratic party once again took control of the federal government. William Medill, who had no prior experience in Indian affairs, was named Commissioner of Indian Affairs. He, in turn, appointed William Richmond as the Acting Superintendent of Indian Affairs and Mackinac agent to replace Robert Stuart. Just as Medill was granted great latitude in the conduct of Indian affairs at a time when his superior, Secretary of War William Marcy, was preoccupied with the Mexican War,<sup>370</sup> so too was Richmond permitted to exercise control of his jurisdiction without interference. Like Medill, who saw himself as a reformer, Richmond was willing to undertake changes in Indian policy in Michigan, the chief of which was his support for Indian land purchases.

Richmond took office in Michigan in May 1845. He immediately set out to visit all the subagencies in his jurisdiction, which, since 1842, had been expanded to include the lands ceded

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<sup>368</sup> Crawford to Blake, March 22, 1845 [\[HRA014154\]](#); M21, roll 36, p. 261.

<sup>369</sup> Royce, *Indian Land Cessions in the United States, Eighteenth Annual Report of the Bureau of American Ethnology, 1896-1897*, part 2: 757 [\[HRA014079\]](#). I have searched extensively for documents that would confirm Royce’s statement. Royce did not provide document citations in his “remarks,” nor in the instance of this particular statement did he provide an exact date in 1845 for the assent of the Indians, making it difficult to trace his research. In other remarks relating to the 1836 treaty he provided exact dates of the correspondence upon which he relied and I was able to identify those documents.

<sup>370</sup> Robert A. Trennert, “William Medill, 1845-49,” in Kvasnicka and Viola, *The Commissioners of Indian Affairs, 1824-1827*, pp. 29-37 [\[HRA014157\]](#).

by the Chippewas in the northwestern upper peninsula of Michigan as well as a large portion of eastern Wisconsin Territory. He was generally pleased with what he saw, noting especially the progress toward civilization of the Ottawas and Chippewas in the Mackinac agency. These Indians, he wrote, were making great strides towards “improvement,” and he thought they would soon be “capable...of enjoying the privileges of citizenship.” Many of them had purchased lands, and others, “stimulated by their example and advancement, are preparing to do likewise.” The greatest drawback “to their settlement and happiness” was their fear of removal. If they were given “positive assurance” that they would not be removed, he was convinced that they would exert even “greater zeal in their efforts to purchase land.” Another year’s experience, however, tempered his initial enthusiasm for Indian citizenship; in 1846 he wrote that only “a very few” of the Indians would be capable of appreciating “such privileges.” Nevertheless, during his entire tenure he continually reported that the Indians of Michigan were generally making rapid advances which were attributable to their purchases of land.<sup>371</sup>

An example of the difficulty that the Indians experienced when they attempted to purchase land in the ceded areas is contained in a letter of protest by Richmond to the Commissioner of the GLO in 1846. According to Richmond, a band of Grand River Ottawas had attempted in 1839 to purchase a tract of land in township seven north, nine west, in the extreme southern part of the 1836 cession, just north of Grand River and some twenty miles to the east of Grand Rapids. This tract was “their residence,” he wrote and had been improved and fenced. It was their only planting ground, and it had been by public consent accorded to them and their use.” At the time the tract was in an area that had not yet been approved for public sale, so the Indians applied to the land office for a preemption right. Their application was referred to Washington for a decision on whether Indians could “receive the benefit of the Preemption Act....” The reply was negative. Since that time, Richmond stated, they had continued to use the land, “patiently waiting to have it come into market at Public Auction....” However, in January 1846 the land was sold to a white man “under the provisions of the preemption law of 1841,” without notice to the Indians. “The public astonishment was very great,” Richmond wrote, and the Indians had lost

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<sup>371</sup> *ARCIA, 1845*, (NCRM edition), pp. 499-500 [\[HRA014168\]](#). In a letter to a “chief” whose name and location are illegible but I believe to be from the Chenos Islands, Richmond congratulated him on his decision to use part of his annuity money to purchase land. This letter seems to indicate that the chief had purchased the land through “good honorable and worthy citizens” whom Richmond said would “carry out your intentions in every respect.” Richmond to [illegible], December 22, 1845 [\[HRA000508\]](#); M1, roll 40, p. 58.

“their improvements, houses and planting grounds,” experiencing “a great loss and serious misfortune.” I found no reply to Richmond’s appeal that the sale be overturned and the Ottawas be permitted to purchase the land.<sup>372</sup>

Meanwhile, the pace of Indian land purchases quickened. Richmond’s annual reports for 1845-1848 all contained statements about the growing number of land purchases. By 1848 even the Chippewas at Sault Ste. Marie and those on the “islands and main land north of Lake Michigan” who lived primarily by hunting and fishing had begun to imitate the Ottawas in the lower peninsula. The only crops those at Sault Ste. Marie were capable of raising with regularity were potatoes and turnips which, in a good year, provided a surplus for sale. The Indians on the islands and the north shore of Lake Michigan were not yet engaged much in farming but were purchasing lands “adjacent to [their] fishing grounds.” Fishing was still their major economic activity, yielding “abundant means for support.”<sup>373</sup>

At the same time, growing anxiety was being expressed at the most progressive centers, Grand Traverse and L’Arbre Croche, about whether these Indians would be permitted to remain in the areas where the greatest improvements had been made. In 1846 the missionary at Grand Traverse, Peter Dougherty, stated that when he came to the area in 1840, the site of the Indian village was a “dense thicket.” Since then the Indians had constructed a village that stretched “near a mile in length” with logs houses and stables. The Indians cultivated “200 acres of new gardens, besides what additions were made to their old ones” and they now sold “hundreds of bushels of corn and potatoes.” All of this had been done “while the paralyzing uncertainty whether they can remain here weighs constantly on their minds.” In one of the clearest statements I encountered on the topic of *where* the Indians were purchasing land, Dougherty said that his Indians were “anxiously inquiring if they will be permitted to purchase land here” and, fearful that they might not be permitted to do so, they had purchased land “in market, that they may have a refuge to fly to if they cannot remain here.”<sup>374</sup>

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<sup>372</sup> Richmond to James Shields, commissioner GLO, May 1, 1846 [\[HRA000509\]](#); M1, roll 40, f. 32.

<sup>373</sup> *ARCIA, 1845* (NCRM edition), p. 500 [\[HRA014177\]](#). *ARCIA, 1846*, (NCRM edition), pp. 50, 52 [\[HRA014781\]](#), 120-121 [\[HRA014785\]](#). *ARCIA, 1847*, (NCRM edition), pp. [86](#), [188](#), [193](#), [195](#) *ARCIA, 1848* (NCRM edition), pp. 550-551, 553, 558 [\[HRA014187\]](#).

<sup>374</sup> *ARCIA, 1846* (NCRM edition), pp. 120-121 [\[HRA014785\]](#)

The following year Dougherty challenged the Indian Office to decide “definitely the question of their future location.” He urged that they be allowed to purchase the lands “they now occupy.” They were “unwilling” to make further improvements without an assurance that they could remain to enjoy them, and increasingly, they were purchasing land “here and there, at distant points” where they would be so scattered that “it will be almost impossible to collect them into schools and meetings for improvement.” His point was seconded by Bishop Peter Lefevre whose mission territory embraced the Indians at Little Traverse and L’Arbre Croche. Lefevre had been optimistic in earlier years at the progress that his Indians were making in agriculture, and he had pointed with pride to their extensive land purchases. Now he feared that they might return to “wandering” because they had been denied “the right of citizenship, to purchase land in their own name, and permanently settle on it.” He too urged that the government give his charges “full assurance...that they may validly purchase the lands which they may choose to improve and settle upon, without fear of being compelled to abandon it....”<sup>375</sup>

In 1848, there was even a movement into the Grand Traverse area by a band of former L’Arbre Croche Indians who in 1838 had moved south of Grand River into Allegan County. This initial experiment in agriculture under the auspices of the Congregational Church had not been successful, according to the missionary’s reports, because the Indians refused to settle down and take up farming. These Indians were led by Joseph Wakazoo who died in 1845. In 1847 a smallpox epidemic broke out in the “Dutch colony” near them [presumably at Zeeland or Holland, Michigan]; the Dutch also brought in “large numbers of cattle and hogs” which the Indians “were not prepared to defend their fields against....” In 1848 “with the advice of the superintendent” they explored the coast between Grand River and Grand Traverse, finally settling “on the lake shore in township 32, north of range 11 west,” at the extreme tip of the peninsula that formed the western shore of Grand Traverse Bay. The missionary, George Smith, believed that “nearly all [the Ottawas] on this coast of the lake, will eventually concentrate at this

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<sup>375</sup> *ARCIA, 1846* (NCRM edition), p. 120-121 [[HRA014785](#)] *ARCIA, 1847* (NCRM edition), pp. 188, 191 [[HRA014182](#)]. See also Walter Lowrie to William Medill, April 1848 [[HRA014192](#)], M234, roll 771, f. 239. Lowrie maintained that the Grand Traverse reservation of 20,000 acres “has been surveyed and the surveys returned to the Land Office.” Once the reservation was “terminated,” settlers already on it would be “entitled to preemptions.” His plea was for the Indians to also be entitled to preemption rights so they “could at once provide themselves with homes....” He also urged the federal government to “save” the expense of removing the Indians by permitting them to remain where they were and to consider giving the Indians the amount to be incurred in removing them so that they could purchase “their farms.” I am unable to confirm his statement that the reservation had been surveyed.



same point....” In July these Ottawas went to the Land Office at Ionia and purchased “about two miles on the shore and several lots lying back” where there was an excellent trout and white fishery.” The other bands were expected to “purchase after receiving their annuities in the fall.”<sup>376</sup> Clearly, this area, near but not within the boundaries of the Grand Traverse reservation, was open and for sale.

Further light on how titles to Indian land purchases were registered is contained in a letter from Richmond to one B. Barbeau, who apparently was attempting to get Richmond to obligate a portion of the Indians’ 1848 annuity payment to him, Barbeau, so that he could purchase land for a group of Indians. While informing Barbeau that he had “no authority” to make such a payment, Richmond described various methods with which he was familiar by which Indians had made purchases. In some instances, he wrote, Indians had pooled their annuity payments, and lands had been purchased “in the name of those making payment therefor.” In other instances, lands had been “deeded to the Governor of this state in trust for certain Indians naming the band of which so & so is the Chief....” Some lands had also been deeded to the Governor in the name of “those whose money was used in the purchase.” There were also instances in which the land was ‘taken in name of some person and then subdivided among them in proportion as they contribute and deed made to each one interested.” “Either of the[se] modes are practicable,” Richmond advised.<sup>377</sup> While these methods may have been “practicable,” the Indians’ trust in persons who were willing to purchase land for them was, apparently, sometimes misplaced. The Governor of Michigan, for example, was apparently not aware that he had been named as the trustee in some deeds. The difficulty in having someone purchase land as a trustee is demonstrated by the situation at the Ottawa mission administered by Leonard Slater, the Baptist missionary who in 1836 had persuaded his delegates to the treaty negotiation to accept that document.

Slater had been an early opponent of removal, believing that the Indians’ best chance for survival lay in embracing the white man’s way on lands in the vicinity of their former homes. With money he had been awarded in the 1836 treaty, Slater purchased a tract in Barry County, south of Grand River, for a band of Ottawas. While attempting to put a good face on activities at

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<sup>376</sup> Harvey Hyde to Stuart, January 8, 1842 [[HRA002083](#)]; M234, roll 425, f. 71. Petition of Joseph Wakazoo, January 17, 1842 [[HRA002080](#)], M234, roll 425, f. 68. See also George Smith’s report in *ARCIA, 1848* (NCRM edition), pp. 554-555 [[HRA014187](#)].

<sup>377</sup> Richmond to Barbeau, July 4, 1848 [[HRA000518](#)], M1, roll 40, f. 66.



his colony in his annual reports, Slater often decried the Indians' tendency to backslide. In 1849 he finally decided that his Indians were succumbing too much to the mores of their white neighbors, and he resolved to move west. In order to do so, he traveled to Washington in 1849 with "the head chief of his band, Meshkaw," to secure government financing for the move and compensation for improvements the Indians had made on the land. The move was opposed by some members of the colony who wrote to the President to "remonstrate against any arrangements that the Rev. L. Slater and Mashcaw (chief) shall make with you." The protestors claimed that they had "paid our money" for land in the colony. Slater's proposal was also opposed by H. H. Cummings, the superintendent of the neighboring Griswold colony run by the Episcopal church, who stated that Slater had attempted to induce Cummings' Indians to join in the removal. Among Cummings' reason for opposition was his claim that Slater had apportioned lands within the Ottawa colony to the Indians by "unrecorded deeds." [Underlining in original.] If the Indians left the colony, the land would "revert" to Slater, and the Indians would be the victims of his scheme. Nothing came of Slater's proposal at this time, and Cummings' opposition can be attributed to missionary jealousy, but the incident is illustrative of the tenuous claim to land which some Indians experienced as the result of permitting trusted "friends" to purchase land for them.<sup>378</sup>

Inevitably, Richmond was drawn into the debt fund controversy. In 1846 he reported that the "chiefs in council" had submitted a petition to him requesting that the balance of the debt fund be "applied to the payment of their just debts, and the balance appropriated to the purchase of land and making improvements thereon for their future home." Richmond thought that it was a good idea and forwarded the petition to Washington together with several letters from traders who explained how the Indians' debts had been incurred and how their indebtedness affected the traders' relations with their creditors in the east. According to the traders, the Indians fell heavily in debt in 1837 and 1838, when the banking collapse and resulting depression resulted in "high prices...for provisions throughout this country." At the same time, the Indians' crops failed, and their "hunts proved unfavorable." Their situation was so bad that had the traders not extended

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<sup>378</sup> Petition of Ottawa colony Indians to the President, November 20, 1849 [\[HRA000311\]](#); M234, roll 403, f. 469. Mashcoh to My Great Father, November 22, 1849 [\[HRA015066\]](#); M234, roll 403, f. 466 Cummings to acting commissioner, Indian Department, November 26, 1849 [\[HRA000322\]](#); M234, roll 403, f. 487. The petition was denied; see Charles Babcock to Orlando Brown, February 13, 1850 [\[HRA000327\]](#); M234, roll 403, f. 493.

them credit. they would have been “left in a state of starvation.” When conditions improved, the Indians began to purchase land and to make improvements as insurance against removal instead of paying their debts. Some even went so far as to cease attending annuity payments, commissioning others to “receive their annuities, so as not to pay their debts.” To the traders’ argument for payments from the debt fund, Richmond added his own appeal in 1847. So long as the Indians’ debts were unpaid, the interest on their debts would continue to mount until at some point “the whole will be absorbed, leaving nothing to purchase lands and make improvements as they now desire.”<sup>379</sup>

Despite these arguments, no authorization to pay trader debts incurred after the 1836 treaty was forthcoming during Commissioner Medill’s tenure. This was probably due to the fact that both the Senate and Medill had decided to crack down on payments to traders whom Medill in 1847 accused of inducing Indians “recklessly to run in debt.” In 1843 the Senate had passed a resolution prohibiting provision for the payment of traders’ debts in future treaties. The traders thereupon launched a campaign to have the Senate resolution repealed and to have Medill ousted from office. They would not succeed in either of these endeavors until the Whigs regained control of the federal government in 1849. At that time Secretary of War Thomas Ewing, who was distantly related to the powerful Ewing family of traders, ordered many of the traders to be paid and also authorized the payment of annuities directly to traders for Indian debts.<sup>380</sup>

## Years of Transition: 1849-1853

In the early 1840s, the United States began its expansion westward to the Pacific Ocean. During the presidency of James K. Polk, an avowed expansionist, the United States added first the Oregon Territory (1843-1846), then Texas (1845-1848), and finally the huge Mexican cession (1848) to its domain. The addition of this vast territory west of the area that in the 1830s had been set aside as a “permanent” home for the Indians necessarily forced major changes in

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<sup>379</sup> *ARCIA, 1846* (NCRM edition), p. 50 [\[HRA014781\]](#) *ARCIA, 1847* (NCRM edition), p. 87 [\[HRA014788\]](#). Richmond to Medill, with petition from the “chiefs,” January 7, 1847 [\[HRA001978\]](#); M234, roll 426, f. 168. Samuel Abbot and other traders to Richmond, October 10, 1846 [\[HRA001988\]](#), [\[HRA001991\]](#); M234, roll 426, f. 168

<sup>380</sup> *CIA, 1847, NASP-1A*, 2: 177 [\[HRA014195\]](#). Trennert, “William Medill,” in Kvasnicka and Viola, *The Commissioners of Indian Affairs, 1824-1827*, pp. 32-37 [\[HRA014157\]](#). Another of Medill’s reforms was his decision to pay Indian annuities twice a year instead of once, in an effort to ensure that they did not squander their payments. This worked adversely to the interests of Indians in Michigan, making it more difficult for them to purchase lands and requiring them to leave their fields at both planting and harvesting time. See *ARCIA, 1847* (NCRM edition), p. 87 [\[HRA014788\]](#)

federal Indian policy. The lure of good farm land in Oregon, followed by the gold rush to California in 1849, resulted in thousands of Americans streaming through the Indian country, disrupting their settlements and touching off conflicts as the Indians fought to protect their lands. In an attempt to curtail the warfare, the federal government proposed opening a corridor to the West by moving the Indians in Kansas and Nebraska either to the north, into the Dakotas, or to the south, into the Indian Territory. The small groups of Indians who remained east of the Mississippi River were now acknowledged to have no place to which they could be conveniently removed. Some new accommodation would have to be reached with them where they were. Because they were peaceful and other areas had a much higher priority, little attention was paid to them. Their continued presence was considered an anomaly, one that could be attended to without great thought or expenditure of time or money.

These were also years in which political victory meant the ability to reward the party faithful with federal jobs. In 1848 the hero of the Mexican War, Zachary Taylor, the Whig candidate, became President. In keeping with the times, Taylor replaced much of the federal bureaucracy with Whig supporters but then died shortly after his first year in office. His successor, Millard Fillmore, then replaced many of Taylor's appointees with his own. In the Department of the Interior, which had been created in 1849 to supervise the newly acquired territories, Thomas Ewing, Taylor's strong willed appointee, was replaced by Alexander Stuart. In the Indian Office, which was transferred from the War Department to the Interior Department upon that department's creation in 1849, Luke Lea, a politician from Mississippi with no prior experience with Indians, became Indian Commissioner. Lea immediately began a reorganization of the Indian Office which, in 1851, resulted in the creation of new superintendencies to supervise Indian affairs in the new territories. The Michigan superintendency was abolished in 1851, downgraded to agency status with responsibility only for the Indians of Michigan, and in 1852 the subagency at Sault Ste. Marie was also abolished.<sup>381</sup> Each of these changes in the administration of Indian affairs in Michigan resulted in changes of personnel with the result that, at a critical time for Michigan Indians, the average tenure of an Indian agent was less than two years.

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<sup>381</sup> Hill, *The Office of Indian Affairs*, pp. 91, 95, 165 [[HRA013668](#)].

During these years a number of issues involving the Indians of Michigan had to be confronted. The most important of these was growing anxiety among the Indians about their future once their annuities under the 1836 treaty expired in 1855. Also of concern was the revision of the Michigan constitution in 1850 that granted suffrage to “every civilized male inhabitant of Indian descent...not a member of any tribe” and a subsequent resolution from the Michigan Legislature to Congress requesting that the federal government make arrangements for the Indians to remain in Michigan. Resolution of the unpaid debt fund problem and the construction of the Sault Ste. Marie canal also were important issues.

The first step toward the negotiations that led to the two treaties in 1855 with the Ottawas and Chippewas was the decision of the Michigan Legislature in 1849 to revise the state constitution. The matter was submitted to the citizens that fall with the result that “a large majority” of voters approved the revision. A constitutional convention was convened in June 1850, and the revised constitution was overwhelmingly approved by voters in the fall of 1850. Among its many changes was an article granting suffrage “to every civilized male inhabitant of Indian descent, a native of the United States and not a member of any tribe.” Although the definitions of “civilized” and “tribe” were not clarified in the debates on this article, thereby resulting in questions in later years, in April 1851 the legislature clarified, by joint resolution, the meaning of the suffrage clause, saying that “the constitution of the State of Michigan gives unto all civilized persons of Indian descent equal rights and privileges with the white inhabitants of the state....” Then, specifically identifying the “Ottawa and Chippewa Indians residing amongst us” as “a civil, well disposed, peaceable and orderly people... a large portion of [whom] ardently desire to remain in Michigan to become civilized and share with us in our social, political, and religious privileges,” the resolution requested the United States “to make such arrangements for said Indians as they may desire for their permanent location in the northern part of this state.”<sup>382</sup> By these actions the State of Michigan indicated its willingness to accept the Ottawas and

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<sup>382</sup> Bald, *Michigan in Four Centuries*, p. 255-256 [\[HRA014196\]](#). *The Revised Constitution of the State of Michigan, Adopted in Convention, August 15, 1850* (Lansing: R.W. Ingals, State Printer, 1850), pp. 4, 5, 18 [\[HRA014199\]](#) The 1850 constitution did not define citizenship. However, the Mackinac agents routinely referred to the 1850 constitution as granting citizenship to the Indians. See *ARCIA, 1851* (NCRM edition, p. 50 [\[HRA014806\]](#) “Under the new constitution of the State, they are permitted to become citizens on conditions which are proper and easy of compliance;” *ARCIA, 1853* (NCRM edition), p. 39 [\[HRA014809\]](#): they are “becoming qualified to avail themselves of the privileges of citizenship guaranteed to them by the constitution of the State of Michigan, on their abandoning their tribal state, and assuming the habits of civilized life.”

Chippewas as equal members of the body politic, promised them the same rights and privileges extended to all citizens, and effectively negated any pressure to have them removed from the state. The United States was now absolved of any obligation it might have under the 1836 treaty to remove the Indians, and the federal government immediately took steps toward ending its responsibility for them.

In the same year that Michigan revised its constitution, “some of the [U.S. congressional] committees” indicated to the new Commissioner of Indian Affairs, Luke Lea, that they wanted to end the annual interest payments on the obligation incurred in the 1836 treaty for the payment of the reservations created by that treaty. Originally, it had been envisioned that the interest payments would be for only five years, but the failure of the Indians to move from Michigan had lengthened out these expenditures for another ten years, adding \$120,000 to the cost of the reservations. The aggregate of interest payments, not only to the Indians of Michigan but also to other Indian groups, had accumulated since the late 1830s to the point that the federal government had paid \$1,742,240 in interest on obligations to the tribes of \$2,396,000, or approximately two thirds of the principal owed. This policy of making annual interest payments instead of paying treaty obligations had been adopted because “of the embarrassed condition of the treasury” following the banking panic of 1837 and the subsequent demise of the national bank. “The public finances are [now] in a prosperous condition,” the Indian Commissioner announced in 1852, and the time had come to pay the amounts owed to the Indians and thereby end the drain on the nation’s finances that the interest payments represented.<sup>383</sup> In the case of the Michigan Indians, this meant the payment of the \$200,000 promised in the 1836 treaty and the relinquishment by the Indians of their reservations. In short, a new treaty in which the reservations were finally relinquished was necessary.

Acting upon the congressional committees’ suggestions, Lea dispatched the superintendent of the newly created Northern Superintendency to Michigan in 1851 “with a view to the future policy of the government in reference to them.” The superintendent, Elias Murray, was given “a flattering account” by the Mackinac agent, William Sprague, who reported that “there is an

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<sup>383</sup> *CIA, 1851, NASP-IA, 2:308-309* [\[HRA014213\]](#). *CIA, 1852, NASP-IA, 2:351-352* [\[HRA014215\]](#). In his 1852 report, commissioner Lea decried the “want of uniformity in our Indian treaties” which, he said, had been negotiated from “time to time to meet the emergency of particular occasions, without reference to system or general principles.” He concluded that “new treaties could easily be concluded” with many of the tribes.

unusual degree of improvement and prosperity prevailing among them.” Much of their annuity money in recent years had been used to purchase land and make improvements, and “many individuals...have left the reservations and located on land in the vicinity, which they have purchased from the government.” As a consequence of this favorable report, Lea recommended that an appropriation be made to “consummate such measures as are necessary for their permanent settlement in the country where they now reside.”<sup>384</sup>

In the spring of 1852, the Senate Committee on Indian affairs was instructed by the full Senate “to inquire into the expediency of making provision for the amicable arrangement with the Ottawa and Chippewas Indians of all questions arising under the treaty with them of 1836, relative to the continued occupancy of the lands reserved to them and the consideration to be paid for such cession.” The resolution was then referred to Lea for his comments. His response was delayed until August 1852, when he replied by restating what he had written in his 1851 annual report and requesting \$20,000 to conduct the necessary negotiations. Anticipating that no action would be taken during the current session of Congress “on account of the approaching adjournment of Congress,” he promised to “call the attention of Congress to the subject...at an early period of the next session.”<sup>385</sup> By then, Lea was on his way out of office, and negotiations were postponed until 1855.

While movement towards a new treaty to resolve issues remaining from the 1836 treaty were stalled, Indian Commissioner Lea moved decisively to end the quarrel over payments to the Indians’ creditors from the debt fund created by the 1836 treaty. For years this had been a source of controversy between some of the Indians, mainly those from L’Arbre Croche, who cited the provision in article five that any “overplus” that remained after payment of their debts should be applied to “such other use as they may think proper,” and successive Indian commissioners who insisted upon investing the surplus in stocks for twenty one years. Confusion over the proper interpretation of the treaty on this point was compounded over the years as the memories, even of those intimately involved, faded. For instance, in 1849 Lewis Cass referred a request from one Charles O’Malley, in which O’Malley apparently requested permission for a delegation of

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<sup>384</sup> *CIA, 1851, NASP-1A, 2:309* [\[HRA014213\]](#). In a letter to commissioner Lea, Sprague reported that after the 1851 annuity payment, the Indians who were paid at Mackinac “took most of their money to their settlements to purchase lands, and make improvements.” Sprague to Lea, October 16, 1851 [\[HRA014217\]](#); M234, roll 403, f. 656.

“chiefs” to come to Washington to discuss the debt fund situation, to Indian commissioner Medill. Medill replied that “according to repeated decisions of the Department,” the balance of the fund had been invested and could not “be disturbed.” In 1851 Henry Schoolcraft got wind of a “memorial” that had been sent to Lea on this topic in which it was alleged that Schoolcraft had refused to consult the Indians about payments to their creditors from this fund in 1837. Citing at great length his role and that of the assembled Indians in the decisions made at the 1837 annuity payment meeting, Schoolcraft denied that he had sanctioned any debts other than those approved by the assembled Indians. Then, apparently forgetting his own role in insisting that the debt fund had to be invested in stocks, Schoolcraft informed Lea that “after all the awards due for debts [contracted] prior to 28<sup>th</sup> March 1836 had been paid,” the Indians were free “in any way they might choose, to dispose of the surplus....”<sup>386</sup>

Lea’s decision to pay to the Indians’ creditors the entire amount remaining in the debt fund, a sum of some \$105,000 including the accumulated interest, which his predecessors had insisted was to be invested and paid to the Indians at the end of twenty one years, was the result of a campaign begun by the traders at the 1850 annuity payment at Mackinac. At that time, according to the “opinion” that Lea filed in the Indian Office’s “Regulations and Decisions,” 17 “chiefs” who had assembled at Mackinac in October 1850 to receive their annuities signed an arbitration bond with some of their creditors in the presence of the government interpreter and later acknowledged their signatures before the Judge of Michilimackinac county and the Indian agent. They then notified the leaders of the Sault Ste. Marie bands and those of the Grand River bands, requesting that they also participate in the bond “so as to relieve the entire nation from their indebtedness.” In December “twenty-six chiefs” from Grand River entered into the bond; their signatures were duly witnessed and then acknowledged by the Indian agent. The arbitrators, two of whom were chosen by the Indians and one by the traders, made their awards on December 24, 1850. In January 1851, the Sault Chippewas entered into a similar bond. Thereafter the Michigan Legislature sent letters to its Congressional delegation requesting their assistance in securing the

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<sup>385</sup> Resolution of the Senate, April 6, 1852 [\[HRA000355\]](#); M234, roll 403, f. 701. Atchison to Lea, April 7, 1852 [\[HRA000354\]](#); M234, roll 403, f. 703. Lea to Sir, August 30, 1852 [\[HRA015070\]](#), M234, roll 403, f. 704

<sup>386</sup> Lewis Cass to ?, March 10, 1849 [\[HRA000308\]](#); M234, roll 403, f. 455; O’Malley’s letter was not preserved, there is only the cover identifying Cass as the person referring O’Malley’s letter. The subject matter of the O’Malley letter, however, is identified in the response to Cass: Medill to Cass, March 10, 1849 [\[HRA014222\]](#); M21, roll 41, p. 539. Schoolcraft to Lea, April 26, 1851 [\[HRA014223\]](#); M234, roll 403, f. 605.



approval of the Indian Office. Concluding that the “proceedings appear to have been fairly conducted and the awards show the amounts justly due by the Indians,” Commissioner Lea confirmed the awards on May 24, 1851.<sup>387</sup> In this way the controversy over the payment of the surplus finally came to an end.<sup>388</sup>

Even as the State of Michigan was taking steps to accept the permanence of the Indians within its borders, significant lifestyle changes were being noted among the Chippewas in the northern peninsula. In 1846 the subagent at the Sault, William Ord, reported that the Chippewas “have been able nearly to liquidate their debts to the traders” from their hunting and fishing enterprises. They were now “very anxious to have houses to live in,” and those residing at the Sault “have expressed a desire to obtain land, on which to build and live like the white people.” In 1848 Ord reported that the Chippewas, “especially those located at a distance from the Sault [apparently at Tahquamenon Bay, Naomikong, and L’Anse] were manifesting a heightened “disposition to improve their condition.” They were now aware that “game is decreasing rapidly,” and consequently they were devoting “greater attention to fishing.” “Not less than 1,200 barrels [of fish] have been sold by those at and around the Sault.”<sup>389</sup>

As the Sault Chippewas became more interested in building homes, they also exhibited growing interest in the terms of the 1836 treaty as they related to the “sale of our lands in 1836, and our annuities since that period.” Their interest in the treaty reflected their awareness that they

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<sup>387</sup> “Opinion of the Commissioner of Indian Affairs upon the awards made between the Ottawa & Chippewas & their creditors,” May 24, 1851 [\[HRA000342\]](#); M234, roll 403, f. 685.

<sup>388</sup> McClurken has cited M234, roll 426, f. 751. For another, apparently more complete version of the opinion and M234, roll 598, f. 6 for correspondence relating to arbitration proceedings. Exactly what transpired in the negotiation of the arbitration bond and the award is impossible to determine. After the award was made the “chiefs” of Little Traverse Bay, L’Arbre Croche, and the Cross, through Andrew Blackbird, protested the award to President Fillmore. In this letter, they blamed the Chippewas for agreeing to sign the arbitration bond. They also alleged that the traders, Ewing and Chute, of Fort Wayne, Indiana, were behind the scheme and took a 25% commission for securing the award. The L’Arbre Croche Ottawas were particularly incensed because “we the Ottawas are not in debt beyond our private means of paying” and they had, therefore, “received nothing.” Furthermore, “the whole business was done behind our backs and we have no means of knowing how much of our money shall be taken from us.” Chiefs of the Ottawa nation to Our Great Father, Millard Fillmore, February 19, 1851 [\[HRA000332\]](#); M234, roll 403, f. 594. Through their former agent, William Richmond, some of the Grand River Ottawas also protested. Richmond informed commissioner Lea that these Indians understood that the debt fund was being distributed to creditors but that they had “no very clear idea, beyond the general understanding that they are to lose the benefit of said fund and that its disposal might not be in accord with right or their wishes.” Richmond to Lea, July 15, 1851 [\[HRA000337\]](#); M234, roll 403, f. 602. I did not find any response to either of these protests. In a brief article on Lea and his administration, Robert Trennert wrote that “Lea generally favored the Indian traders and was popular among them” and that during his administration “some of the old abuses, particularly the payment of annuity funds directly to traders, crept back into general practice.” Robert Trennert, “Luke Lea (1850-53),” in Kvasnicka and Viola, *The Commissioner of Indian Affairs*, p. 54 [\[HRA014246\]](#).

<sup>389</sup> *ARCIA, 1846* (NCRM edition), p. 52 [\[HRA014781\]](#). *ARCIA, 1848* (NCRM edition), p. 558 [\[HRA014187\]](#).



had not received some of promised benefits in the 1836 treaty. They complained that their subagent, William Ord, was unresponsive to their complaints and kept them “in ignorance” of whatever correspondence he received from Washington.<sup>390</sup>

Despite the reports of improvements in the conditions of the Chippewas, in 1849 the mission station at Little Rapids, a few miles below the Sault, was abandoned by the Indians who removed to a new village at Naomikong, on Lake Superior, about 35 miles above the Sault. The reason for this exodus is not revealed in the missionary’s report, but William Ord, who did not comment on the move, noted that in August 1849 the “cholera visited this place.” Three Indians died and, after returning home from the annual annuity distribution, the “chief” of Drummond Island and four of his band also died. Perhaps as a consequence of the cholera, “the Sault Indians have not made the customary means to provide for themselves.”<sup>391</sup>

Whatever the cause of the exodus from Little Rapids, it was but the beginning of the expulsion of the Chippewas from the Sault. For years there had been complaints from the Indians and their agents about encroachments on the reserve provided for in the 1820 treaty. In 1846, the Mackinac Indian agent, William Richmond, was instructed to “take the proper measures to remove the intruders” who had invaded the fishing grounds but whether he did so is unclear because of a lack of correspondence on this topic in the years that followed.<sup>392</sup> Beginning in 1850, however, the federal government’s attitude toward the intruders changed and thereafter the Indian agent’s protests would be ignored. In 1852 Congress authorized the construction of what became the Sault Ste. Marie canal to connect Lakes Huron and Superior [11 Stat., 35] The canal destroyed the rapids that were the site of Chippewa’s fishing grounds and it was built through the reserve that had been recognized in the Chippewas in the 1820 treaty.<sup>393</sup> Shortly before Congress

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<sup>390</sup> Waubojeege and others to Henry Schoolcraft, November 15, 1847 [\[HRA014251\]](#); Waubojeege and others to K.J. Bingham, November 13, 1848 [\[HRA014247\]](#); Henry Schoolcraft to William Medill, January 8, 1849; all in M234, roll 771, pp. 231-32, 320-322, 331 [\[HRA014250\]](#).

<sup>391</sup> L.L. Hamling to the Sec. of the W. Dept., October 12, 1849 [\[HRA014254\]](#); M234, roll 771, p. 306 two missionaries at the Sault and Little Rapids both reported a decline in school attendance and Abel Bingham who had been a missionary at the Sault since 1828 reported that “notwithstanding all our efforts to improve and preserve them, they have greatly diminished in these parts since my acquaintance with them. *ARCIA, 1849* (NCRM edition), p. [205](#), [208-209](#).

<sup>392</sup> Medill to Richmond, February 10, 1846 [\[HRA002533\]](#); M1, roll 60, p. 77.

<sup>393</sup> Lewis Cass was the leading advocate of the Sault canal bill. Although the canal was to be owned by the State of Michigan, the United States subsidized the construction through a grant of 750,000 acres from the public domain in Michigan to the company that was awarded the contract to build the canal, the Sault Ste. Marie Canal Company. Construction on the canal began on June 1, 1853. Despite many obstacles the canal was completed on time in June 1855 when the first ships began to pass from Lakes Huron and Superior. Almost immediately, the tonnage of iron  
... continued on next page

passed the canal authorization act, the Sault sub-agency was discontinued as part of the ongoing reorganization of the Indian Office which had begun the previous year. Thereafter, there was just one agent for all of Michigan, the Mackinac agent, who spent much of his time in Detroit.<sup>394</sup>

## Preparations for the 1855 Treaty

In the spring of 1853 a new Indian Superintendent, Henry Gilbert, took office in Michigan. In September 1853, before he had yet had an opportunity to become acquainted with most of his charges, Gilbert submitted his first annual report. While admitting that “a few” Indian bands still “present the anomaly of savage, pagan communities, existing in the very midst of civilization,” he stressed that “other bands have made great improvement in civilization.” The latter group “own the land they occupy, have good farms...and are rapidly assimilating themselves in all respects....” The State of Michigan had “guaranteed to them” the “privileges of citizenship...on their abandoning their tribal state, and assuming the habits of civilized life. Indeed, many of them now exercise the right of suffrage, and are regarded as citizens to all intents and purposes.” The main obstacle to their continued improvement, he believed, was the fact that they were so scattered across the state. They would “never consent to remove West of the Mississippi; and the people of Michigan have no desire to exile them from the homes of their fathers,” he advised. His solution to the Indian situation in Michigan was for the United States to grant them, in lieu of the promised lands west of the Mississippi, “a reasonable amount of land within the limits of this State” where they could be concentrated. He thought that “one location for the Chippewas of Saginaw, and three or four for the Ottawas and Chippewas” involved in the 1836 treaty, constituting in all “from six to eight townships” [92,160-138,240 acres] would suffice. He believed that “the Indians themselves would gladly acquiesce” in such a plan and it “would be satisfactory to the people of this State.”<sup>395</sup>

Gilbert’s report was paraphrased in the annual report of the Commissioner of Indian Affairs, George Manypenny, who was also new to his office. Although he would not fully articulate until

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extracted from the Lake Superior mines skyrocketed and thousands of miners flocked to the upper peninsula. See Bald, *Michigan in Four Centuries*, p. 244-245 [[HRA014267](#)] and Irene Neu, “The Building of the Sault Canal: 1852-1885, *The Mississippi Valley Historical Review*, XL (June 1953):28-32 [[HRA014269](#)]

<sup>394</sup> Aitken to Commissioner of Indian Affairs, May 28, 1852 [[HRA014266](#)]; M234, roll 771, p.450. See also, Hill, *The Office of Indian Affairs*, p. 165 [[HRA013668](#)].

<sup>395</sup> *ARCIA, 1853* (NCRM edition), p. 38-39 [[HRA014809](#)]

1855 his belief that the removal policy had been in error and that Indians could survive only if they were given “a home, a fixed, settled, and permanent home,” Manypenny clearly foreshadowed that belief in his prescription for the Indians of Michigan in his 1853 report.<sup>396</sup> Without “settled places of habitation,” many of these Indians, he wrote, were becoming “vitiating and degraded, a pest and a nuisance to the neighborhoods where they resort.” Those who had “comfortable homes,” on the contrary, were improving their condition and had “a laudable ambition to fit themselves” for citizenship. “Early measures” for the concentration of the Michigan Indians on “suitable locations...should be adopted.” Both the “dictates of humanity and good policy alike require the early and effective interposition of the government in respect to the Indians of Michigan.”<sup>397</sup>

Encouraged by Manypenny’s support of his proposal to concentrate all the Indians of Michigan in four to six townships, Gilbert proceeded in 1854 to draw up a plan of action. In March he presented it to Manypenny. Beginning with the premise that the annuities payable to the Indians under the 1836 treaty would soon expire and the United States, “having no further transactions with them they will be turned over to the state in the condition of paupers & will be from year to year a continual source of annoyance to her citizens & expense to the Treasury,” he proposed that<sup>398</sup>

1. “tracts of public land” suitable for Indians & as far removed from white settlement as possible” be set aside for the Indians’ use and “each family be permitted to enter without charge & to own and to occupy.” Eighty acres per family should be allotted to the Indians and “the power to alienate it should be withheld.”
2. an additional sum, not specified, should be paid in annual installments over two or three years in goods, not money, to assist them in making the transition to agriculture.
3. the \$1,000 per year which had been withheld from their annuities since 1836, amounting in 1855 to \$20,000, should be paid in the year following the last annuity payment under the 1836 treaty.

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<sup>396</sup> CIA, 1855, *NASP-IA*, 2:426 [[HRA014290](#)].

<sup>397</sup> CIA, 1853, *NASP-IA*, 2:363-364 [[HRA014291](#)].

<sup>398</sup> Gilbert to Manypenny, March 6, 1854 [[033321](#)], M234, roll 404, f. 368.

4. the \$200,000 due them for their reservations should be “deposited...with the State of Michigan in trust & invested as an educational fund....”
5. The small “permanent” annuities owed to the Ottawas going back to 1795 should be commuted to a single, one time payment.

Such a plan, Gilbert conceded, would have to be approved by the Indians and would have to obtain “the concurrence of the State Authorities. Both I believe can be obtained....” Missing from his plan was any reference to the treaty obligation to pay the Indians for the improvements on their ceded lands, a topic with which he was apparently unfamiliar. His recommendation that the \$200,000 owed to the Indians for their reservations be invested as an education fund also overlooked the treaty obligation that it be paid directly to the Indians.

Following the submission of Gilbert’s plan, I found no further correspondence on the topic of what to do with the Ottawas and Chippewas as the expiration of the 1836 treaty provisions approached. In his 1854 annual report, Gilbert mentioned that “in some cases where the land has been surveyed and brought into market, the Indian gardens have been selected and entered by white men and the occupants driven out to make new locations,” but it is not clear that he was referring specifically to the Indians within the 1836 ceded area. He did note that “the condition of our lower peninsula Indians, and their relations with the government, require, in my judgment, immediate attention.” In his annual report, commissioner Manypenny stated that he had set forth “the measure deemed best for their preservation and welfare” in his previous year’s report. As a consequence, plans for a new treaty were underway. “It is requisite that there be new conventional agreements with [the Indians of Michigan],” Manypenny stated. An appropriation for this purpose had been approved late in the previous session of Congress, he continued, but because of the “late period at which the appropriation was made, and other circumstances, it has been deemed advisable to postpone further proceedings until the next year.”<sup>399</sup>

Word of the impending treaty negotiations traveled fast to the Indian communities in Michigan. In January 1855, some 45 Ottawas gathered at Grand Traverse to advise the Commissioner of Indian Affairs of their aspirations. They wrote in behalf of “our children” who needed money to purchase land so that they could remain “where our Forefathers bones are laid.” To that end they requested that the government “keep our money” and pay out the interest on

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<sup>399</sup> *ARCIA, 1854* (NCRM edition), p. 31 [\[HRA014812\]](#), *CIA, 1854, NASP-IA*, 2:405 [\[HRA014294\]](#).

that money “amongst our children to enable them to pay for lands and the Taxes.” They also requested that they be instructed “in regard to all our rights under the different Treaties” and they wanted to know “about our reservations—about the fields and the payment for our improvements.” The names of an additional 34 Indians from Grand River were attached to the document before it was dispatched in February 1855. The Indians also served notice that some of them were on their way to Washington to discuss these matters.<sup>400</sup>

True to their word, a delegation of Ottawas appeared in Washington in late February 1855. They appear to have been from Grand River, Little Traverse, Cheboygan, and Grand Traverse and were accompanied by the Grand Rapids trader, Louis Campeau, and their former Indian agent, William Richmond. They came with specific questions about the terms of the 1836 treaty:

1. How much had been paid “under the several heads” numerated in article 4? How much remained unpaid? What was the “amount of credit” due them? What was the status of the \$200,000 they were to receive upon the surrender of their reservations?
2. What amount had been paid under article 5, the debt fund?
3. What disposition had been made of the amount provided for in article 6 for payments the ‘half breed’ minors and orphans?
4. Under article 7 they wanted to know how long the government intended to continue “the missionary part of this article.” [The treaty provision for missions was actually in article 4] and whether the Mackinac dormitory was their property or the government’s. And whether, after the position of dormitory keeper had been abolished, had their money been used to maintain the building.
5. Under the removal article, article 8, they wished to be informed “of the probable extent and value of this land,” and of the estimated cost to the government for their removal.

The purpose of these questions, they wrote, was to enable them to acquire “such knowledge” as would qualify them “to act understandingly” in their negotiations with the government. They also requested that they be advised “at what time it is proposed to transact” a new “conventional agreement” between them and the government.<sup>401</sup>

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<sup>400</sup> Translation of the Memorial Request of Chipps. & Ottawas, January 16 and February 7, 1855 [\[HRA002860\]](#); M234, roll 404, f. 561.

<sup>401</sup> Chippewa and Ottawa Delegation to Our Father, the Coms. Indian Affairs, February 27, 1855 [\[HRA002856\]](#); M234, roll 4040, f. 557.

While they were in Washington, these Indians were granted a meeting with Mannypenny. Following the meeting some of delegates thanked Mannypenny for his willingness to listen “to our words” and for his “promise of a written letter to inform us fully how we stand with the U.S. under all our treaties.” They needed this letter “soon” so that they would know what they should do “to buy more land and make improvements” before the land was “taken by the white settlers near us.” They were aware that “we have not gained all we desire, owing to the courses you have made known to us by your words,” but they were satisfied that Mannypenny was “prepared early in the summer to see us and make a full and just settlement of all our affairs.” They wanted the treaty to be negotiated by Mannypenny, “not by any agent sent to our settlements, and they wanted the negotiations held in Washington where they would not “be disturbed and troubled.”<sup>402</sup> If Mannypenny sent the promised letter in advance of the treaty negotiations, it escaped my research.

It is significant to note at this point that in none of the documents that I have encountered in the course of my research, dating from the treaty of 1836 to 1855, was there ever a question or an inquiry from the Ottawas or Chippewas about their right to hunt on the lands ceded in the 1836 treaty. There were questions, similar to those posed by the Ottawas in the passage above, about the interpretation of the treaty’s various articles during these years but nothing about the application of Article 13 of the 1836 treaty. I interpret the absence of questions about this article, together with the evidence that significant numbers of questions and complaints about other articles in the treaty were raised over the years, to mean that the Ottawas and Chippewas understood that their right to hunt on the ceded lands ended as the those lands passed gradually from federal to private ownership. By 1855 the only questions that remained were those dealing with the unfulfilled provisions of the 1836 treaty. These were questions primarily of money and the dissolution of the reservations.

As events progressed toward the negotiation of a new treaty, additional information on the Grand Traverse reservation was received. In January 1855, a group of white settlers, who said they had purchased lands from these Ottawas within the reservation, wrote to one Charles E. Stuart, asking for his assistance in securing preemption rights to their purchases. Their request had previously been denied by the GLO which informed them that once the Grand Traverse

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<sup>402</sup> Memorial of Chippewa and Ottawa Delegates, February 28, 1855 [[HRA002853](#)]; M234, roll 404, f. 553.

Indians abandoned the reservation, their former lands would be brought “into market.” A “rush of people” into “this long neglected region of the public domain” had been set off by recent newspaper articles; many of these people were “speculators” whom the petitioners feared would outbid them for the lands they had purchased from the Indians, unless they were granted preemption rights. According to an attached statement by the blacksmith and carpenter assigned to the Grand Traverse Indians, the white settlers “began to come in & purchase” the Indians’ land “in the year 1851,” at which time the Indians proceeded to purchase “government land in various places, but principally on the west side of the bay....”<sup>403</sup>

In March 1855, Commissioner Manypenny forwarded Stuart’s correspondence to Henry Gilbert, together with a summary of recent correspondence with the GLO on the subject. In September 1854 the GLO had contacted the Indian Office with respect to the Grand Traverse reservation, inquiring “whether any objections exist to bringing [the reservation] lands into market?” Manypenny had replied that in view of his plan “to change our relations with the Ottawas [sic] and Chippewas [sic]...no steps would be taken to bring into market the lands lying on the North Shore of Grand Traverse Bay at that time, nor until their removal.” He then instructed Gilbert to investigate the matter to determine if the settlers’ request would prejudice “the interests of the Indians.” Gilbert was also instructed to obtain from the settlers receipts from the Indians for the payments made to them. The purpose of the receipts was to bar the Indians from “claiming anything from the government” for their improvements. The receipts should be in a form provided by Manypenny, which would “absolve the Government from, and be in full discharge of the stipulation in the 8<sup>th</sup> article of the treaty of March 28<sup>th</sup> 1836.” In reply, Gilbert replied that he had been told of the Grand Traverse Indians’ decision to abandon the reservation the previous fall during the payment of their annuity, that very few Indians remained on the reservation, most of them having moved to “to the other side of the Bay,” and that he had no

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<sup>403</sup> Three settlers [names illegible] to C.E. Stuart, December 11, 1854 [\[HRA003068\]](#); M234, roll 404, f. 958. Stuart to Com. of Indian Affairs, January 25, 1855 [\[HRA003066\]](#); M234, roll 404, f. 956. Statement of carpenter and blacksmith at Grand Traverse [names illegible], December 26, 1854 [\[HRA003070\]](#); M234, roll 404, f. 960. The date of the movement of the Grand Traverse Ottawas from their reservation to “the west side of the Bay” is confirmed by the report of Peter Dougherty. *ARCIA, 1851* (NCRM edition), p. 51 [\[HRA014806\]](#)



information about the “amounts paid to the Indians as compensation for their improvements” other than “the statement of the chiefs that it was satisfactory.”<sup>404</sup>

In April 1855, Gilbert wrote to urge Manypenny to schedule the treaty negotiations “with as little delay as possible.” His haste was conditioned by two concerns. First, the Indians had expressed to him that they had been “talking about it for a long time and were much disappointed that they were not called last year.” Second, and more importantly, “the public lands in Michigan are being so rapidly absorbed that in a few months it will be scarcely possible to provide them with homes in suitable locations without interfering with settlements already made or contemplated by whites.” Receiving no reply to this request, he wrote again in May, saying that he was being pressed for information by “those Indians who were not represented at Washington this winter....” These groups were “extremely jealous lest the others who went down have attained some undue advantage....” A delegation of Chippewas from the Sault, he had been informed, were “about to start for Washington.” He also wanted the meeting held in Detroit, rather than “in their own country,” preferably in May. Manypenny replied in May saying only that “the whole subject of their alleged claims and unsettled business is now under the consideration of the Department....”<sup>405</sup>

It was not until the latter half of May that Manypenny was prepared to recommend a course of action to his superior, the Secretary of the Interior. He recommended that an officer of the Indian office [himself] be authorized by the President to “negotiate with the Indians with a view of adjusting all matters now in an unsettled condition, and making proper arrangements for their permanent residence in that state.” He informed the Secretary that the Ottawas and Chippewa had “never immigrated west but have continued to hold the reservations described in the 2<sup>d</sup> and 3<sup>d</sup> articles of the treaty--which have accordingly been withheld from sale to accommodate the Indians.” It was now time to secure for these Indians “permanent homes...either on the

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<sup>404</sup> Manypenny to Gilbert, March 7, 1855 [\[HRA003099\]](#); M21, roll 51, p. 40. Gilbert to Manypenny, March 15, 1855 [\[HRA002894\]](#); M234, roll 404, f. 599. Gilbert to Manypenny, April 10, 1855 [\[HRA002896\]](#); M234, roll 404, f. 611.

<sup>405</sup> Gilbert to Manypenny, April 12, 1855 [\[HRA002902\]](#); M234, roll 404, f. 625. Gilbert to Manypenny, May 9, 1855 [\[HRA002905\]](#); M234, roll 404, f. 643. Manypenny to Gilbert, May 10, 1855 [\[HRA014295\]](#); M21, roll 51, p. 391. In June a group of Ottawa “chiefs” from Barry country wrote to secretary McClelland requesting permission to visit him in Washington. They were perturbed by the refusal of those “chiefs” who had visited Washington earlier to share with them “any information as to what they had done....” They also asked to be advised about the “provisions of the treaty now existing,” saying that “but one Chief of those who entered into it [the 1836 treaty] is now living” and he was so old that he could not “recollect” what that document stated. Undetermined Indians to McClelland, June 7, 1855 [\[HRA002908\]](#); M234, roll 404, f. 664.



reservations or on other lands in Michigan...and at the same time, to substitute...for their claim to lands in common, titles in fee to individuals for separate tracts.” As for the \$200,000 due to upon “the surrender or the reservations,” it was his advice to deduct from this sum the “the value of the lands which they might receive in lieu of the old reservations....” It might also be wise to secure from them a relinquishment of whatever right they might have “to a home west of the Mississippi,” although he thought personally that “it would not be unjust to deny them the benefit of that right” because it was supposed they would not ever “avail themselves of it.” If, however, the government should decide to allow them something for the relinquishment of their right to lands across the Mississippi, that amount should not “exceed the value of lands they might receive for homes in Michigan.”<sup>406</sup>

## Negotiation of the 1855 Treaty

It was on July 25, 1855, in Detroit, that Manypenny met with the Chippewa and Ottawa delegations who had been assembled by agent Gilbert. Manypenny, who was in the midst of marathon treaty meetings with various Indian groups,<sup>407</sup> had been absent from Washington for “four or five weeks,” during which he had instructed his acting commissioner to investigate the complaints made by the delegations that came to Washington in January. From the acting commissioner’s report and his own examination, he concluded that “there was little foundation for many of the claims the delegates made....” Nevertheless, he was prepared “to correct the errors of the past” and to “listen patiently to all you have to say....” He was present “in a position of impartiality...seeking no lands, nothing from you.” At the same time he advised the delegates that he would “still interpose strenuously against any course which I think detrimental to your best permanent interests.”<sup>408</sup>

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<sup>406</sup> Manypenny to McClelland, May 21, 1855 [\[HRA003004\]](#); M234, roll 404, f. 844.

<sup>407</sup> During his four years in office, Manypenny negotiated no fewer than 52 Indian treaties, by far the largest number transacted during a four year period. In these treaties he succeeded in extinguishing Indian title to an estimated 174,000,000 acres of land. Manypenny characterized these treaties in three classes: treaties of peace and friendship [primarily with the powerful Plains Indians who were too strong to coerce], treaties of acquisition by which Indians were confined to reservations, and “treaties of acquisition” that provided “for the permanent settlement of the individuals of the tribes, at once or in future, on separate tracts of land or homesteads, and for the gradual abolition of the tribal character.” The Chippewa and Ottawa treaty is an example of the third class of treaties. *CIA, 1856, NASP-1A*, 2:482 [\[HRA014296\]](#). See also Robert Kvasnicka, “George W. Manypenny,” in Kvasnicka and Viola, *The Commissioners of Indian Affairs*, pp. 57-65 [\[HRA014297\]](#).

<sup>408</sup> Proceedings of a Council with the Chippewas and Ottawas of Michigan...July 25, 1855. The original, handwritten “Proceedings” are to be found in the National Archives of the United States, Records of the United State Court of Claims, RG 123, General Jurisdiction Case Number 27537 [\[HRA015462\]](#). A typescript of the  
... continued on next page

At the negotiations the chief spokesman for the Ottawas was Assagon, who was identified only as a “Speaker from Cheboygan.” Other Indians spoke occasionally, but Paybahmesay, a chief from Grand River; Wasson, from L’Arbre Croche, who said he was the successor to Apokisigan;<sup>409</sup> and Waubojee, representing the Sault Chippewas, were the most frequent alternate speakers. Augustin Hamlin, Jr., who had participated in the 1836 negotiation, and George Johnston were listed as official interpreters, but several other interpreters were also identified during the proceedings.

To begin, Gilbert suggested that the Indians should first ask “questions concerning old treaties...perhaps we can answer them at once.” After those were disposed of, they could discuss “your present relations with the Government.” There were many questions, most of them posed by the chief spokesman, Assagon, who was clearly familiar with the 1836 treaty provisions. He inquired about annuity payments going back to 1795, about the \$1,000 deducted annually from their annuities to be invested in stock, about the \$200,000 they were to receive for their reservations, about the payments to the “half-breeds,” about the annual payments for physicians and the dormitory at Mackinac, about payments to Indians who fled to Canada, and about the payments promised for their improvements on the ceded lands. To most of these questions, Gilbert responded with answers that corresponded to the archival record of the 1836 treaty documents examined earlier in this report. However, he stated that he did not know what had been done with the money provided for improvements, that he had only recently determined that \$2,300 of the money for agricultural implements and cattle had never been spent, that he did not know whether the full amount for the “half-breeds” had been expended, that they received smaller annuity payments each year because their numbers had increased “at a rate of 160 per year,” and that he would investigate and report back on the items he could not answer.<sup>410</sup>

On the afternoon of the second day of negotiations, Assagon inquired about the land that had been promised west of the Mississippi River. He stated that the Indians intended to claim not only the value of those lands but “the expense of removal, out-fit & one years subsistence.” To

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“Proceedings” was made and entered as plaintiff’s exhibit P-19A in an earlier case [\[HRA009896\]](#). All my citations to the Proceedings are to the typescript and will be identified as “*Proceedings...1855*. See *Proceedings...1835*, [pp. 3-5](#).

<sup>409</sup> At one point in the proceedings the secretary identified a speaker as “A,pah,co,se,gan.” [Proceedings...1835](#), [p. 18](#).

<sup>410</sup> [Proceedings...1855](#), [pp. 7-14](#).

this, Manypenny replied that since the Indians never moved west of the Mississippi, they had no rights to the items listed in the removal article. However, he said “We may regard them equitably....” Waubojee then inquired about the government’s plan to give the Indians land in Michigan. It was his understanding that the government proposed to give them land in the state “in the place of lands West of the Mississippi.” To this Manypenny replied that it was no longer intended to remove them and the matter of how much land they should receive in Michigan could be discussed later. Gilbert then summarized the government’s position on what was due under the 1836 treaty.

1. “The sum of \$200,000 for your reservations.”
2. \$20,000, plus interest from the annuity payments that had been invested in stock
3. The appraised value of their improvements on the ceded lands. He had looked the matter up since the morning session and had determined that they had already been paid \$25,000 out of a total appraisal of \$74,000.<sup>411</sup>

In addition, he stated, “the Government is willing to provide you with homes & is willing that those homes shall be in the State of Michigan” and that Manypenny might be willing to pay something “of the expense of removal, outfit & subsistence” under the removal article. The government, he told them, was willing that “these matters shall be justly settled” and was willing that they should “receive all & more perhaps, than is legally your due” But, first, the Indians needed to indicate “the locations you wish to settle on.” This request provoked the statement from Assagon that “[i]f, then, you wish us to have lands we want strong titles to them.” He was fearful that if they were given lands “by word of mouth only they will in time be taken from us.” Manypenny thereupon replied that they would be given titles “like the White man’s.” Each “individual & head of a family” would receive a title in his own individual name. There would be restrictions on the “right of selling” but in time this restriction would be “withdrawn.” At that point the meeting adjourned until the following day.<sup>412</sup>

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<sup>411</sup> Gilbert’s statement of the amount already paid and the total appraisal of improvements does not accord with the figures I found. The total appraisal figure of \$74,000 does approximately match the figure given for the appraisal of improvements in the lower peninsula. I cannot explain how he determined that \$25,000 had already been paid; my figure is \$4,500.

<sup>412</sup> [\*Proceedings...1855\*, pp. 15-22.](#)

When the meeting reopened on July 27, it quickly focused on the land issue. Assagon stated that the delegates had discussed the issue into the night and again that morning. In these discussions, they had decided that “we cannot select any lands until we see them & know whether they are good.” But his concern was not really with the choice of land. The Indians, he said, had determined “[e]ver since [they] heard of this matter” that they would not exchange the lands they had been promised in the west for other lands in Michigan, but rather they would take the value of those West of the Mississippi in money.”<sup>413</sup> Manypenny immediately replied that “[i]t is vain to request money for those lands. We will not give it. I cannot listen to it.” Money would soon be spent “but the land will last a great while.” The government was not asking the delegates “to select your individual farms” now, only to indicate “the sections of the state in which communities you wish to locate.”<sup>414</sup>

It then became evident that Assagon did not represent the majority view in his demand for money, rather than land, in Michigan. Whether by design or accident, Lewis Cass appeared at this point. In his short address he encouraged the Indians to indicate the areas in which they were prepared to receive land from the government. Such a choice was better, he said, than going “West of the Mississippi” and better than money. As soon as Cass finished, the delegates one-by-one indicated that they were prepared to take land in Michigan. Waubojee was the first to speak. He explained that he was aware before he left the Sault that it was the government’s intention to have the Indians select land in Michigan and that was “just what I desired.” He convened “my people together” and collectively they selected “three portions of land, where we wish to reside & divide into three parties.” He had marked those areas on a map he had with him and was “ready to receive your gift.” What he wanted was “good title to these lands.” The Chippewas, he continued, were experienced in such matters. They had already bought lands and knew how to “take care of our papers.” He was followed by Paybahmesay of Grand River who stated that his people “wish to accept these proposals” but wanted to know “how much land is to

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<sup>413</sup> In his annual report for 1855, Gilbert stated that “during the late negotiations [the 1855 treaty discussions] it was ascertained that the Indians about Little Traverse already owned more than sixteen thousand acres of land, and those at Grand Traverse, and other places, nearly as much more; all of which they have, from time to time, bought and paid for at the usual rates.” *ARCIA*, 1855, p. 32 [\[HRA014815\]](#) Assagon was apparently speaking for these Indians.

<sup>414</sup> [Proceedings...1855, pp. 22-26.](#)

be given to us.” That, Manypenny replied, was a topic “on which our minds are not quite made up” and one that needed to be discussed further.<sup>415</sup>

Other spokesmen then indicated their willingness to accept lands in Michigan: Wasson for Grand Traverse; Nahmewashkolay, whose affiliation was not indicated; Shawwasing, representing “the three bands north of the Straits;” and Kenoshance of Manistee. Wasson, however, echoed Waubojeege’s concern that “patents be issued to us with our lands” and Nahmewashkolay not only wanted patents but he wanted the lands to be “exempt from taxes.” Kenoshance stated that he was aware that the lands his people had already purchased were subject to taxes but that he hoped the lands they would select under Manypenny’s proposal would not be subject to taxation since, in his understanding, these lands were being given as a “present.” For his part, Waubojeege, stated that his people were willing “to pay our taxes as you do.” In response to these comments, Manypenny replied that the land titles they would be given would “be an absolute title, save a temporary restriction upon your power of alienation.” He was not prepared to address the topic of taxes but was told by Gilbert that the “State taxes are merely nominal....” He wanted to think more about it before giving a reply.<sup>416</sup> The session was then adjourned, and the afternoon was devoted to a conference, not part of the record, between agent Gilbert and the delegates wherein the areas they wished to take were discussed.

When the parties reconvened the following morning, Manypenny stated that he had learned that some of the Indians who had previously purchased land were fearful that “they will forfeit them, if they take lands under the contemplated treaty.” This was not correct, he said. What lands they already owned “are your own as mine are mine, & they cannot be taken from you.” Gilbert then reported that the Indians had chosen “a greater number of locations than we hoped you would,” but that their selections would be honored except in some instances where they had chosen lands that the United States did not own; some of it had already been sold to settlers and some belonged to the State of Michigan. He now instructed them to return to their homes, “get maps of townships, find out how much has been sold & what belongs to the state,” so that the government could withdraw from entry enough land to give each head of a family 80 acres, and

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<sup>415</sup> [\*Proceedings...1855\*, pp. 26-29.](#)

<sup>416</sup> [\*Proceedings...1855\*, pp. 30-32.](#)

each single person over twenty one 40 acres.” They would be given three months in which to do this.<sup>417</sup>

At this point Assagon protested that he had been instructed by his people “not to take lands, but money.” His people had already bought land. The other “chiefs” present had also agreed prior to the negotiations to insist upon money, he said, and he could not understand why “they changed their minds.” Meneadupenase also stated that he understood that they would be given money in exchange for the land west of the Mississippi promised in the 1836 treaty; he did not understand that the government proposed to give them land in Michigan instead. If he agreed to take land he wanted “papers” or “warrants” like soldiers received that would enable his people to get “land where we please.” His people [unidentified] already owned land “in different parts of the state where we already have schools & churches & improvements, to which we are attached.” Manypenny then replied that the 1836 treaty obligated the government to provide a “suitable home” west of the Mississippi. They had chosen not to move and thus, in the new treaty, the United States intended to “give you land here, instead of West of the Mississippi.” This change was the result of the “liberal policy of the State & her citizens” who had agreed to permit the Indians to remain in Michigan. Every effort had been made to permit the new land selections to be located near lands that the Indians had already been purchased but, it was true, “there are a few cases in which this cannot be done.” He had also thought more about the subject of taxes, and he was now “disposed to manage it for your benefit.” He had also concluded to make some payment for the lands west of the Mississippi River.<sup>418</sup> Manypenny, saying they had now been talking for four days, wanted to move on to the monetary settlement, but Waubojee and Assagon were not through talking about obligations under the 1836 treaty. Waubojee insisted that since the land they had been promised west of the Mississippi “is better than the land here,” they were entitled to something for it and Assagon wanted 160 acre allotments, not 80 acres. Manypenny thereupon agreed to an “equity” payment for the lands across the Mississippi that they had not accepted, and he said it had been determined that there had been a second appraisal of their improvements made after the initial \$74,000 appraisal and that they were owed more for

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<sup>417</sup> [\*Proceedings...\* 1855, pp. 33-35.](#)

<sup>418</sup> [\*Proceedings...\* 1855, pp. 36-40.](#) Almost certainly, some of the areas that the Indians had chosen for their land allotments were within the acreage chosen by the Sault Ste. Marie Canal Company as part of its 750,000 grant. That ... continued on next page

their improvements than previously stated. In addition, he was also prepared to research the education expenditures since 1836 which had been determined to be in “arrears.” He did not have a figure in mind yet for these three items, but he promised that they would be calculated fairly and that the treaty would include payment for these items. He would not agree to more than 80 acres for allotments in Michigan. As time ran out, agent Gilbert came forward with a monetary proposal for the delegates to consider over the “Sabbath:” \$200,000 for their reservations, \$26,000 from the annuity funds withheld over the past 20 years, \$50,000 for improvements on the ceded lands, \$30,000 to resolve “equitable claims” for the removal that never took place, and \$30,000 for the Ottawas to end all their “permanent” annuities in treaties going back to 1795. In all, \$336,000 plus a clause in the treaty “that if anything more shall be found due to you, you shall have it.”<sup>419</sup>

When the parties reconvened on Monday, July 30, 1855, Assagon presented the Indians’ counteroffer. Manypenny thereupon increased his offer: an additional “\$50,000 to assist you to locate in your new homes” and \$122,400 over ten years for blacksmiths and religious and educational purposes. He also informed them that while they asked for 120,000 acres of land, the government was prepared to offer a larger amount of land. This was his final offer “from which we will not vary.” According to Gilbert, the two sides were only \$30,000 apart and the difference stemmed from the Indians’ demand for \$100,000 for their improvements which was “too much.” Manypenny also stated that he had been approached about paying the Indians’ debts to the traders. He would make no provision for the payment of their debts; that was their responsibility and he intended to comply with a Senate a resolution against the inclusion of such clauses in treaties. The meeting then adjourned so that the delegates could consider the government’s final offer.<sup>420</sup>

When the meeting resumed that same afternoon, Assagon informed Manypenny that the delegates had determined that they wanted only the interest on the money, for their children. They wanted the government to preserve the principal. Gilbert was apparently prepared for this request. The government agreed that they “be restricted in the full care of this land & money for

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topic is not, however, mentioned in the proceedings. Nor is the meaning of Manypenny’s comment that he was “disposed to manage” the issue of taxation on their allotments.

<sup>419</sup> [\*Proceedings...\*1855, pp. 41-45.](#)

<sup>420</sup> [\*Proceedings...\*1855, pp. 46-50.](#)



a few years” but it also insisted that “we must fix a time when your connection with the U.S. shall cease.” His proposal was that the United States pay the Indians the interest on the treaty settlement figure, plus \$10,000 of the principal, each year for 10 years, or approximately \$23,000 annually, with a final payment of \$200,000 at the end of ten years “unless the President think it better to extend the time further.” Assagon then accepted these terms and, after prompting by Gilbert, stated that the Indians wanted to distribute the education money themselves. Dissatisfied with the way the educational funds under the 1836 treat had been distributed—“Here are boys who have not learnt enough from those school masters to say in English “give me a drink of water”—he said they wanted in the future to “hire our own school masters and if they do not suit us, we can send them away.” Gilbert replied that it was not “prudent” that the government turn over this money to them, but he promised that the educational fund would be expended only with their concurrence and that “only such teachers will be employed as are acceptable to you.” He also stated that commissioner Manypenny had determined to increase the amount for their relocation expenses to \$75,000 and to pay it in equal payments over five years.<sup>421</sup> The negotiations were almost complete.

David Stuart, “counsel for the debt claimants,” then asked to present the argument for the Indians’ creditors. Manypenny insisted that the delegates remain to hear Stuart’s argument and his reply. Stuart asked that the payments that the creditors had received in 1851, as a result of the arbitration bond agreement, payments approved by commissioner Lea that were less than the full amount of the creditor’s demands, now be paid in full. To this argument Manypenny replied that while there was some question of whether the debt fund had been properly managed by the government, it was not a subject for the treaty. If the creditors believed that they had been they had not been fairly treated in 1851, the proper recourse was for them to “go to the National Treasury with their claims.”<sup>422</sup>

On the afternoon of July 30, the treaty document was read. At the conclusion Paybahmesay of the Grand River Ottawas objected to the substitution of a \$30,000 lump sum payment in exchange of the annual \$1,700 annuity payment that his people were used to receiving. He had not understood “these things so before.” He thought that the \$1,700 annuity “must run over

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<sup>421</sup> [\*Proceedings...1855\*, pp. 50-55.](#)

<sup>422</sup> [\*Proceedings...1855\*, pp. 56-57.](#)



forever.” He wanted the annuity continued for “one hundred years.” This could not be accepted, Gilbert replied. The government was attempting to end all obligations to the Indians at the end of ten years. He did agree to add another “5 boxes” [\$5,000] to the \$30,000 for interest. When Paybahmesay would not accept Gilbert’s offer, Manypenny intervened. When the Indians became citizens, he said, the annuity would end; it had been “granted to your band and when your band dies, as it must when you become citizens, it will die with it...I hope you will not delay longer at this point.” An Indian named Jackson then asked for money to send “our boys to college,” and Waubojeeg, insisting that he had not come “here merely to sign a piece of paper,” asked for money and a church bell “that will sound through the woods and weight 600 cwt.”<sup>423</sup>

Exasperated, Manypenny stated it was time “for your signatures.” But Waubojeeg had one last request. He wanted his people to be separated from the Ottawas. Manypenny assured him that the treaty accomplished this end. Both nations would have to sign the treaty “together because the old treaty of ’36 was made in that way,” but thereafter “no general council shall be called.” The Indians then stepped forward and affixed their marks to the treaty.<sup>424</sup>

The following morning, before the Indians departed, Manypenny assembled them once again to issue some words of caution. He urged them to save their money and to “buy only what was useful,” to “never buy fire water or deal with a man who sells it.” If they ran into debt, “you must pay each for himself...& not expect your friends & relations, your tribe or the rest of your band to pay for you.” Because they could not read or write, he was certain that they would be besieged with “papers...to sign,” as soon as they left the meeting. His advice was to let their agent see any papers before they signed. Agent Gilbert admonished the Cheboygan and Grand River bands “to select their lands at once, so that the proper tracts may be withdrawn from sale.” He then announced a treat. Before he came to the morning meeting, he had totaled up their expenses and found that the “great father” had sent more money than was needed. “As he is not anxious to get it back, I will divide it among you.”<sup>425</sup>

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<sup>423</sup> [\*Proceedings...\*1855, pp. 58-62.](#)

<sup>424</sup> [\*Proceedings...\*1855, pp. 63.](#)

<sup>425</sup> [\*Proceedings...\*1855, pp. 67-69.](#) On August 7, 1855, Manypenny sent his explanation of what had transpired at the treaty negotiation and his justification for the monetary award to Washington. He stated that it was his “conviction” that the treaty would enable a “a very large body of them to enter upon and discharge the duties and assume the obligations imposed upon citizens of the State of Michigan.” Manypenny to Mix, August 7, 1855 [[ICC001959](#)].

## The Treaty of July 31, 1855

Interestingly enough, nothing was said specifically in the treaty about the relinquishment of the reservations that had been created in the 1836 treaty, despite the fact that their relinquishment was, from the federal government's viewpoint, the major reason for the treaty. Nor was the figure of \$200,000 to which the Indians were entitled as compensation for the loss of these reservations mentioned, although both of these topics had been discussed during the negotiations. Instead, relinquishment of the reservations was assumed in "Article 3d" which provided that the Indians "hereby release and discharge the United States from all liabilities on account of former treaty stipulations" and the \$200,000 in compensation was rolled into an omnibus compensation package of \$538,400 provided for in Article II.<sup>430</sup>

Because the Indians were to be allowed to remain in Michigan, the 1855 treaty provided in Article I that certain lands in the vicinity of their villages would be withdrawn from the public domain and reserved for their benefit for a period of five years, during which time they were to have the exclusive right to select individual allotments of 80 or 40 acres, as provided for in the treaty. These allotments were to be held "in trust" by the federal government for 10 years, during which they could not be sold. At the end of ten years, the allotment holder would be issued a fee patent and could alienate his or her allotment.<sup>426</sup> On the day following the treaty signing Manypenny sent a list of sections and townships to be withheld from public sale for this purpose to his assistant commissioner in Washington, Charles Mix, instructing Mix to initiate the "necessary proceedings" to withdraw these lands "from sale for a limited period" in order "to enable said Indians to select the quantity of land guaranteed to them by said treaty...." Mix forwarded Manypenny's list to Secretary of the Interior, Robert McClelland, on August 4, along

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<sup>426</sup> Ibid., f. 439-440 [[HRA014311](#)]. From July 1, 1856, until June 30, 1861, eligible Indians could make their selections of land. The United States would hold the selections "in trust" for ten years. In the interval, the United States would issue to each Indian who had made a selection a "certificate" that would guarantee to the holder "their possession and ultimate title to the land." After ten years all restrictions to the land would be removed and a fee patent would be issued to replace the certificate. Moreover, the treaty provided that after July 1, 1861, any land within the withdrawn areas described in the treaty could be purchased "by Indians only" for "the further term of five years;" these purchased lands were to be "sold without restriction." Thus, non-Indians would not be permitted to purchase lands within the withdrawn areas prior to July 1866. Although these topics were not a subject of discussion during the treaty negotiations, I believe they were advantageous to the Indians.

with his own listing.<sup>427</sup> The lands set aside for Indian allotments were further modified by the Senate in amendments that it attached to the treaty in April, 1856.<sup>428</sup>

Article II, which set forth the monetary agreement, is virtually identical to the offers made by the treaty commissioners during the negotiations and the total sum of \$538,400 is the same as that promised during the negotiations. Article 3<sup>d</sup> [this document uses both roman and Arabic numbers to identify the various articles], which states that the Indians “hereby release and discharge the United States from all liability on account of former treaty stipulations,” is also true to the treaty discussions, but the wording of the release is couched in more formal language. Article 4<sup>th</sup>, which provided for the continuance of interpreters for “another five years and as much longer as the President may deem necessary,” was apparently inserted after the negotiations. The cost of the interpreters was to be borne by the United States, and, thus, its insertion was not detrimental to the Indians’ interests. Article 5<sup>th</sup>, which “dissolved” the “tribal organization of said Ottawa and Chippewa Indians, is a more elaborate expression of commissioner Manypenny’s statement at the close of the negotiations that he would accede to Waubojee’s request that the Ottawas and Chippewas no longer be considered as one tribe or nation. In the context of the negotiations, however, it should be noted that this article was also designed to meet the requirement of the 1850 Michigan constitution granting suffrage to Indians “not a member of any tribe.” Dissolution of the Indians’ tribal organization was calculated to enable them more easily to qualify for suffrage and citizenship.<sup>429</sup>

In April 1856, the Senate approved the treaty, with amendments. The amendments changed some of the areas in the public domain set aside for the Indian allotments, provided for the exemption of any lands within the withdrawn areas that were either occupied by settlers or persons “entitled to preemption thereon,” provided for the purchase of land at Grand Traverse Bay by the Board of Foreign Missions of the Presbyterian Church, and awarded up to \$40,000 for the payment of Indian debts. Thus, the traders who had failed to win approval for the

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<sup>427</sup> Manypenny to Mix, August 1, 1855 [[HRA003054](#)]; M234, roll 404, f. 933. Mix to McClelland, August 4, 1855 [[HRA014318](#)], M348, roll 8, p. 535. See also *Executive Orders Relating to Indian Reservations*, 2 vols. in 1 (Wilmington, Delaware: Scholarly Resources, Inc., 1975 [Reprint edition of original editions published by the Government Printing Office, 1912 and 1922]), pp. 81-83 [[HRA014320](#)]. This latter document contains a letter from the commissioner of the GLO, August 8, 1855, in which he advised that some of the lands within the withdrawal area had already been “sold to individuals and selected by the State for swamp lands.”

<sup>428</sup> M668, roll 11, f. 438-444 [[HRA014311](#)].

<sup>429</sup> Ibid., f. 440-441 [[HRA014311](#)].

payment of the debts owed to them by the Indians during the treaty negotiations, succeeded in persuading the Senate to include these payments in the amendments.<sup>430</sup>

Almost immediately following the signing of the treaty, questions about the lands set aside for the Indian allotments began to arise. On August 14, 1855 the missionary, Peter Dougherty, submitted a list of questions from the Ottawas at Grand Traverse to the Indian Office. Could the Indians select the state lands? Could they select lands on which whites had filed a preemption claim? What age must their young men be to file a selection? Were young single women entitled to land? Were all orphans, without “regard to age or sex,” eligible to select lands? Could young single men adopt a younger child and thus qualify for 80 acres, rather than 40 acres? Other questions arose when a group of Grand River Ottawas from Barry country, led by their missionary, Joseph Elliott, wrote in late August that they had just arrived at the Ionia land office to make their selections, only to find that the lands they sought in Mecosta and Isabella county “had more or less been taken by individuals” and that in most of the townships in those counties, large tracts have been selected by the Sault Ste Marie Canal Company.” “We do not know what to do,” they wrote.<sup>431</sup>

The cause of the Grand River Ottawas was taken up by the former Indian agent, William Richmond, who advised Manypenny in early September that, in place of the lands in Mecosta and Isabella counties, “other townships” should be added to those already reserved “on White river” so as to bring their lands “to Lake Michigan.” As these protests arrived in Washington, assistant commissioner Mix notified the GLO of the problem and suggested that the Indians be allowed to select suitable lands without waiting for the Indian Office to approve or disapprove their selections. He was informed that this course of action was not “expedient or advisable” and instead of “effecting any useful results, it would be calculated to produce confusion and embarrassment in the sales and perhaps unnecessary interruption.” Mix then advised Secretary McClelland of the problem, saying that it appeared that “it will be difficult to find any considerable quantity subject to sale out of which to make the selections that may be required under the treaty of 31<sup>st</sup> July last.” “Great difficulties may be apprehended” in fulfilling the treaty,

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<sup>430</sup> Ibid., f. 441 [[HRA014311](#)].

<sup>431</sup> Dougherty to Commissioner of Indian Affairs, August 14, 1855 [[HRA002874](#)]; M234, roll 404, f. 577. Elliott to Manypenny, August 29, 1855 [[HRA002877](#)]; M234, roll 404, f. 580.

he warned.<sup>432</sup> It is apparent, as agent Gilbert had advised in 1854, that the land was filling up quickly and that the Indians were engaged in a race to the land office in which their chances for success were being severely compromised.

The situation was finally rectified by agent Gilbert shortly after the annuity payments in November 1855. The Indians, he reported, were “well satisfied with the provisions of the new treaty except in the cases touching the lands withdrawn from sale for them.” After he held discussions with the Indians and some of their white supporters, they agreed to changes and additions to the lands originally designated in the treaty to be withdrawn from sale, and Gilbert forwarded a list of amendments to the treaty that incorporated these changes to Washington. It was Gilbert’s suggested amendments that comprised the amendments to the treaty made by the Senate when on April 15, 1856, that body agreed to “advise and consent to the ratification of the treaty.” Unlike the Senate amendments to the 1836 treaty, these amendments were favorable to the Indians’ cause. The Indians were then reassembled to approve the amendments at a series of meetings held between June 27 and July 31, 1856, at the major centers of population. President Pierce accepted the amended treaty and proclaimed it into law on September 10, 1856.<sup>433</sup>

## Conclusion

With the signing of the 1855 treaty, a process for the final alienation of the Ottawa and Chippewa lands, begun in 1836, was outlined. There would be no removal of the Ottawas and Chippewas from Michigan. Instead, they would be permitted to remain within the state, near their former homelands, but the price they would have to pay was to accept individually owned plots of land approximating in size those of the white settlers who had moved into the 1836 cession area. They would no longer be free to roam over large tracts of their former homelands in pursuit of game. Agriculture, and perhaps fishing for those who lived along the shores of the

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<sup>432</sup> Richmond to Manypenny, September 3, 1855 [\[HRA003061\]](#); M234, roll 404, f. 950. Hendrick (commissioner, GLO) to Mix, September 8, 1855 [\[HRA003043\]](#); M234, roll 404, f. 915. Hendrick to Mix, September 12, 1855 [\[HRA003046\]](#); M234, roll 404, f. 918. Mix to McClelland, September 12, 1855 [\[HRA014322\]](#); M348, roll 9, p. 26.

<sup>433</sup> Richmond to Manypenny, October 12, 1855 [\[HRA003064\]](#); M234, roll 404, f. 954. Gilbert to Manypenny, November 24, 1855 [\[HRA002993\]](#); M234, roll 404, f. 816. The Senate also permitted the Foreign Missions of the Presbyterian Church to obtain title to the land on which its former mission and school within the abandoned Grand Traverse had been erected; authorized the payment of \$40,000 to the Indians’ creditors; and permitted Indians who had purchased lands, but wished to leave them to join their kinsmen in the areas set aside for selection, to sell those lands without having met the requirements of the preemption act. M668, roll 11, f. 442-444 [\[HRA014311\]](#).

Great Lakes, were the only avenues for livelihood left to them. The Indian negotiators attempted to receive compensation for the lands they had been promised west of the Missouri River, but Manypenny refused compensation, saying that since they had not removed, they were not eligible for compensation for these lands.

The reservations, which had been reduced to a five year tenure in the 1836 treaty, were allowed to continue in existence after 1841, apparently because of government indifference. But the Indians who spoke at the 1855 treaty negotiations understood that they had assembled to dissolve those reservations and to relinquish them to the United States. What they wanted, as some of their spokesmen stated, was land to which they would have “good title,” land that would be theirs and that could not be taken away from them. The 1855 treaty provided for the issuance of trust certificates to all those who chose allotments within five years and for the issuance of fee patents after ten years. In addition, it provided, in Article II, “Fourth,” for the continuation of the annuities [begun under the 1836 treaty and due to expire in 1856], for another ten years, with a final payout of the \$200,000 obligated for the cession of their reservations over four years at the end of the ten years. Taken together, all the provisions of the 1855 treaty envisioned some federal responsibility and oversight for another fourteen years, or until 1870. At the end of that time, the expectation was that the Ottawas and Chippewas of the 1836 cession area would be integrated into the fabric of Michigan society, living as citizens on their fee patented lands and no longer a responsibility of the federal government.

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