

Fort William Parks Development and Reserve Land, 1909-1917.

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The growth of city directly adjacent to an Amerindian reserve appears to be fairly unique circumstance in Northern Ontario's development. From the beginning of the Fort William community's modern development in the 1870's, the Euro-Canadian settlement exerted demands on the neighbouring reserve for land. Indeed, here, the basically conflicting interests of Amerindian land rights and the land use needs of the expanding white society interacted directly and formed an aspect of the region's urban history.

In the late-nineteenth and early-twentieth centuries most Fort William's demand's for reserve land arose from the community's growth as an important transportation center and <sup>its</sup> aspirations for further industrial development. The early high land values, resulting <sup>from</sup> of Canadian Pacific Railway construction (1875-1885) led some speculators to covet Amerindian land (located on the south shore of the Kaministiquia River across from the white settlement).<sup>1</sup> After the turn of the century, the City of Fort William acquired a stone quarry on the reserve and in 1906 caused a large-scale land surrender <sup>by</sup> attracting Grand Trunk Pacific Railway construction with a lucrative industrial bonus.<sup>2</sup> But by the second decade of the twentieth century the city's ambitions regarding the reserve centered on the acquisition of land for parks purposes. This ~~to~~ had economic motivations (ie. promoting tourism and creating an environment attractive to investors).<sup>3</sup> But impetus also came from a sense of civic pride, likely fueled by the rivalry with Port Arthur. City leadership appears to have been influenced by the city beautiful and city

planning trends, current in North America and the neighbouring city, of which parks were typical.<sup>4</sup>

The response of the Fort William Band to the city's demands for land were shaped by members' own interests. These involved an apparent tension between the desire to preserve reserve land integrity and the need to raise living standards on the reserve, which could be accomplished with the income from land surrenders. Individuals within the band valued these two goals differently and this had its effects on land negotiations with the city.

The process by which land was acquired for present-day Chippewa Park, and the related interests and problems expressed by both communities, are the subject of this essay. The interaction of these interests eventually resulted in conflict, marked by the city's decision to expropriate reserve land in April 1917. City leaders, in particular, chairman of the Board of Parks Management, William A. Dowler, sought land acquisition as cheaply and expeditiously as possible. While agreeing on principle to the land surrender, the band sought a favourable price, as well as redress for grievances against the city arising from previous dealings with city. The city's failure to honour past agreements caused an atmosphere of mistrust on the reserve which persisted after 1917.

Though the two communities were economically and geographically integrated to a considerable extent by 1917, they were administratively distinct. Band business was conducted by the Department of Indian Affairs, which was continually involved in the negotiation process and its resolution. The department

upheld the band's interests to some extent, securing an improved price for the land and other conditions in the final agreement. But it can be said that this agency also represented the interests of city, and more broadly, those of contemporary white society. The DIA ultimately favoured the land transfer. despite the problems involved. This was in accordance with the government policy of making more reserve land available for development, and an administrative view of reserves as a transitional arrangement.<sup>5</sup>

One of the main problems in describing the parks ambitions of the City of Fort William is that the subject has not been studied. A systematic treatment, such as Mark Chochla's 1975 B.A. thesis "Building the City Beautiful: Port Arthur, 1884-1914", is not available. However, Chochla's work is a useful account of parks development in a City subject to similiar influences. Information concerning Fort William parks adminstration is available in minutes of the Board of Parks Management, held at the Thunder Bay City Archives. A more complete and descriptive source is the relevant correspondence in the city clerks files. These documents provide insight into the parks vision being pursued by chairman Dowler, the reasons parks development was perceived as important to the city, and attitudes of city officials toward native land tenure. The most useful secondary source for contemporary Fort William is Thorold Tronrud's Guardians of Progress: Boosters and Boosterism in Thunder Bay, 1870-1914. This work is useful in describing some municipal leaders and agencies (mainly, the Board of Trade) active in the

parks issue in their contemporary context.

The main source concerning the band and DIA is Record Group 10 (Department of Indian Affairs). The comparative absence of documentation produced directly by band members is an obstacle to fully interpreting their actions. However, some important patterns are discernable. An account of contemporary federal and department policy toward native land tenure is supplied in Brian Titley's A Narrow Vision: Duncan Campbell Scott and the Administration of Indian Affairs in Canada. For both Amerindian and Euro-Canadian concerns, the Fort William Times-Journal provided a very useful supplement.

The City of Port Arthur had a Parks Board and a system of parks by the 1890's, but Chochla writes that fashions of the "city beautiful" and of town planning truly came to prominence there around the year 1910. This was in part a reaction to the proliferation of slums accompanying the exponential growth of the immigrant population in the first decade of the twentieth century. Parks and playgrounds were viewed as a antidote to the physical and "moral" degeneracy that these slums supposedly bred.<sup>6</sup> Fort William had experienced a similar growth of immigrant slums in the same period (Fort William's population grew <sup>from</sup> ~~for~~ 4,002 to 16,499 between 1901 and 1908)<sup>7</sup>, and this likely acted a stimulus to the city beautiful movement. Aside from these similar developments, the tradition of urban rivalry with Port Arthur<sup>8</sup> undoubtedly <sup>a</sup> affected attempts to beautify Fort William.

Though Fort William possessed parks before 1909 (notably,

Vickers Park), the effort to organize a parks system began in earnest in that year. In March, circulation of a petition to bring the City under the Public Parks Act of Ontario(1883) collected the necessary five hundred signatures to be put to a plebiscite. The act allowed for the creation<sup>10</sup> of a municipal Board of Parks Management and the levying of a one-half mill rate for parks purposes. The measure was passed in the municipal elections that ensued on December 31.<sup>9</sup> The first meeting of the Board of Parks Management convened on January 28, 1910 with W.A. Dowler as its chairman (under the act, Board members were selected by city council on the mayor's recommendation).<sup>10</sup> Indicative of the increasing importance of parks in the minds of city officials, was a report submitted to city council by Mayor L.L. Peltier in July 1910. It called for "an active campaign...for the establishment of a series of parks and boulevards worthy of the importance of our City".<sup>11</sup> Indeed, this expression of civic pride could be called a parks "manifesto".

That the location of a "worthy" park would be reserve land was determined by geography. The City of Fort William was built on flat, originally swampy land, which did provide a number of small parks.<sup>11</sup> But the neighbouring reserve offered far more expansive and scenic possibilities for the creation of a parks centerpiece in its shoreline and Mount McKay. The recreational potential of reserve land was recognized locally by the turn of the century. Throughout the 1900's a group of local business people in combination with a Toronto lawyer, George Watson, unsuccessfully plied the band and the DIA for a ~~an~~ land concession

to build an incline railway and resort hotel on Mount McKay. This scheme was given a hearing in the local newspaper.<sup>12</sup> The city's "Mission Park" plan, as it developed after 1911, included the lakefront <sup>close to</sup> at Mission Bay, as well as the top of Mount McKay and other points (the reserve was locally referred to as the "Indian Mission"). While the city succeeded in securing only the former property, this inclusive vision survived into the 1920's.<sup>13</sup> Mayor S.C. Young expressed the civic ambition reserve land was looked to to satisfy when he communicated with the DIA in 1911:<sup>14</sup>

"It is the City's desire to develop at this point one of the best parks in the Dominion of Canada, one that we hope will be somewhat national in its character"

Intertwined with civic pride, and possibly a commitment to the social reform implications of the city beautiful, was economic self-interest. The Mission park was projected tourist attraction as well as a municipal recreation facility. In addition, a vantage point atop Mount McKay could be used to impress potential investors with "resources and possibilities of the City, harbour and the district".<sup>15</sup> The Board of Trade, which formulated municipal economic policy and often exercised a decisive influence on city government<sup>16</sup> supported the park plan actively. W.A. Dowler was its president in 1917 when the land transfer was accomplished. A local lawyer, Dowler also had experience exploiting reserve land. His company, Mount McKay Products, held a mining concession and a railroad right-of-way obtained from the reserve. Mayor S.C. Young (1911<sup>19</sup>12, 1914-15), Parks Board member E.R. Wayland and Parks Board secretary E.S. Rutledge, were all active in the Mission project have been

identified by Tronrud as "boosters" interested in developing the local economy.<sup>17</sup> As real estate investors they likely had a particular stake in the early attempts to acquire of reserve land.

During the campaign for land city officials displayed some further "booster" characteristics identified by Tronrud: the tendency to lobby government for their ends and to resort to forceful measures.<sup>18</sup> That these had efficacy in the case of Mission park was the result of changes in native law and administration.

The Indian Act clauses designed to protect land tenure became progressively less restrictive in response to development and settlement demands in the boom period after 1896. Crucial in this process was an amendment to section 46 of in 1911. This empowered municipalities and companies to expropriate reserve lands for public purposes with the permission of the governor-in-council.<sup>19</sup> This, in combination with the powers of expropriation granted the city by the Parks Act<sup>20</sup> enabled the city to proceed with its action in 1917. The administration of Indian Affairs was also played an important role in the transfer process. All transactions with the city were handled by the DIA (ie. land first had to be surrendered by to the crown through this agency before being transferred to the city). The department could simply refuse to initiate transfer proceedings if they were considered inadvisable, a practice which frustrated Fort William's early acquisition attempts in 1909-11. But Deputy-Superintendent General D.C. Scott came to favour the



transfer as it was proposed in 1917, which likely facilitated the process. As the senior bureaucrat in the politically neglected Indian Affairs portfolio, Scott enjoyed considerable executive power over policy. He viewed reserves as transitional in the process of Amerindian assimilation.<sup>21</sup>

Aside from legislative changes and the temper of Indian administration, the prerogative of alienating a band's land rested with the majority consent of the band's adult males, in accordance with section 49 of the Indian Act which provided a surrender procedure. In exercising this right, the Fort William Band members showed their will to protect the reserve. Attempts to establish a resort on Mount McKay in the 1900's were frustrated directly by the band's refusal to cede land.<sup>22</sup> However, the band was a very poor community<sup>23</sup> <sup>AND</sup> came to see land transfers as a way to improve the standard of living. This was done with the distribution of proceeds, which the band was to demand as condition of the Mission park surrender. The reward for doing this increased substantially after 1906, when the maximum that could be distributed under the Act was increased from ten to fifty percent of the purchase price (the balance was held by the DIA in trust). This change was designed to speed land alienation.<sup>24</sup> The band also sought to use land agreements to secure employment close home. Agreements with the city for the Loch Lommond water right-of-way (1906) and a municipal quarry (1914) contained clauses which gave band members equal access to employment.<sup>25</sup> In an attempted agreement of 1909, the band was to cede land to a group of businessmen in return for exclusive

rights to employment in the subsequent development project.<sup>26</sup> The band sought other benefits ~~sought~~ in return for land. These included verbal promises from the city of reduced rate street car tickets and a free telephone line to the Mission Bay settlement, given in return for a streetcar right-of-way late in 1908.<sup>27</sup> In its attempts to acquire land cheaply and under the most congenial terms, the city failed to honour several of these special conditions. This earned the mistrust of the band and led to the adjusting of their claims in the Mission Park transfer. The City also earned the band's enmity in 1909 for political interference in the projected land transfer to businessmen. By instead attempting to acquire the land in question as park land, the city sought to protect its own interests.

These interests arose from the city's dealings with the <sup>AN</sup> Grand Trunk Pacific Railway. In 1905 the city resolved to pay the railway a 350 000 bonus to locate on the south shore of the Kaministiquia. This, the largest of Fort Williams many bonusing agreements, also involved the largest surrender of reserve land, 1 600 acres.<sup>28</sup> In 1909 the city extended its street railway on a reserve concession to service GTP facilities.<sup>29</sup> Thus, by that time, the city was heavily committed to the south shore on land directly adjacent to the reserve.

But by extending infrastructure to reserve in the form of a street railway, city had raised the potential value of reserve land and <sup>this</sup> quickly attracted the attention of other investors. On May 10 1909, city councilman Joseph Oakley, representing a group of private investors, reached an agreement-in-principle with the

band to buy 600 acres of reserve land directly adjoining the street railway property.<sup>30</sup> Municipal leadership reacted against this. City Council passed a resolution to protesting any land transfers on May 19, and Mayor Peltier wrote the DIA on May 20 1909 to register it.

In his protest, Peltier stressed the "generally accepted" principle that native land should only be sold in the public good and not to "speculators". The city needed park land and it followed that it should have first right to any <sup>land</sup> being sold. While this was consistent with Peltier's enunciation of the parks "manifesto", the city had more direct economic motives for preventing the transfer and several businessmen and other residents protested accordingly. The land was outside city limits and as such it would be exempt from municipal taxation and present competition for the location of industries. Bringing the it within city limits would entail expenditure on infrastructure such as sewers, and reduce the value of existing industrial property.<sup>31</sup> These considerations were not voiced directly to the DIA but they appear to have been recognized by it. In a letter to the Deputy Superintendent General Frank Pedley, DIA Chief Surveyor S. Bray (who had surveyed the GTP property) concluded that the exclusion of <sup>this</sup> property from municipal taxation would represent "manifest injustice to the city" in light of amount of public money invested on the south shore.<sup>32</sup>

Thus, the city's first application for park land on the the reserve was filed in competition with one for industrial purposes. In September, after Peltier had lobbied the department

in Ottawa, the city applied to the DIA for a grant of a smaller piece of the same land (extending from the street railway perpendicular to a depth of 700 feet instead of 1200). In doing so, city solicitors Morris and Babe reiterated the principle that land should only be sold for the public good and that therefore the city had first right to any land under consideration.<sup>33</sup>

The danger of the land being sold to "speculators" appears to have passed quickly. There is no evidence that Oakley's project was pursued any further. In addition, Bray generally upheld the city's interests in his report of September 25, stating that if the land was sold, it should be included in city limits. However the city was also disappointed. Indian Agency inspector J.G. Ramsden, then acting as Fort William's Indian agent, ~~was~~ <sup>HAD BEEN</sup> directed to report on the city's request. Ramsden replied that transfer was inadvisable, expressing the opinion that the reserve's resources, such as timber and building rock were already being disposed of too quickly. He expressed the tension he saw arising from the resource needs of the two communities which would require careful regulation:

"When I say conserve I do not mean building a Chinese wall round them (the band) but a conservation that would permit a gradual and wise disposition of resources"

Taking Ramsden's advice, DIA secretary J.D. Maclean informed Morris and Babe that transfer proceedings would not be initiated "at present"<sup>34</sup>

However the city renewed its application a year later, accompanying it with a more determined lobbying campaign led by Mayor S.C. Young. On February 17, the Board of Parks Management

resolved to send chairman Dowler and mayor Young to Ottawa to "interview" the DIA concerning plans for a Mission park. In Ottawa on March 16, Young made application for a larger piece of land (1080 acres), but <sup>again</sup> in the same location. Secretary Maclean replied almost immediately that such a transfer was still "not considered advisable".<sup>35</sup> Young continued to lobby Pedley, maintaining that the city would buy the land "on the actual value", reflecting perhaps that the city had been attempting to acquire the land at exceptional price. He also stressed a new economic interest, the need to increase traffic on the money-losing reserve extension of the street railway. The political head of the department, Superintendent General Frank Oliver was lobbied for the concession during his visit to Fort William in June. Despite acknowledgments of the city's application May and August, and promises of due consideration, the DIA made no effort to begin transfer proceedings (ie. consulting the band). Exasperated, Young asked Thunder Bay MP J.J. Carrick to lobby in Ottawa on behalf of the city in October 17, which produced no immediate result.<sup>36</sup>

Thereafter, Young and the Parks Board appear to have lost interest in the land ~~grant~~. Indeed, having apparently received no further word, Carrick's secretary wrote Mayor Graham in April 1913 to ascertain the city's intentions. It is possible that the preceived danger of the land going to "speculators" had passed with the department's refusal of request. There is indirect evidence that those involved had reason to fear the effects of this land on the real estate market. S.C. Young was part owner of

the Wayland Addition in West Fort William which included prospective industrial property. The Parks Board motion to send a lobby to Ottawa was introduced by majority owner E.R. Wayland and seconded by real estate investor E.S. Rutledge. It is possible that the successful disposal of a large part of the Wayland Addition in 1912<sup>37</sup> both absorbed the attention of Young and Wayland and reduced the urgency of eliminating competition. One development which shows the economic motive of the attempted acquisition was the shift in planning toward more genuine park sights on the lake front and Mount McKay beginning in 1912.

The DIA's refusal to initiate surrender proceedings in 1910-11 indicates some commitment to land integrity. But it is also unlikely that the needed consent of the band would <sup>HAVE</sup> BEEN forthcoming. The city's political interference in the Oakley land deal had elicited a hostile reaction on the reserve. In May 1909, chief Moses McCoy and his councilors wrote Pedley protesting the city's actions. They asserted that the Oakley project promised them a good price for the land and the much-coveted employment opportunities close to home. It was argued that the city had received major benefits from the the GTP land transfer, the Loch Lommond right-of-way and the streetcar right-of-way, while providing virtually none <sup>IN RETURN</sup> for the generally poor band members.<sup>38</sup> This sense of grievance remained acute through 1909. In response to city application for a stone quarry on the reserve, secretary Maclean informed Morris and Babe in November that the band refused to consider it.<sup>39</sup>

Indeed, it appears that the band did derive quite limited

benefits from concessions to the city and that the sense of grievance continued after 1909. The Loch Lommond right-of-way had been ceded free of charge, and while it did supply water to the reserve communities, flooding from the reservoir was a long-standing complaint. The city's verbal commitments to install a telephone line and provide reduced rate streetcar tickets ~~in~~ were not honoured.<sup>40</sup> In commenting on this problem to Maclean in 1915, Indian agent Brown observed ~~to Maclean~~ that "city officials have been very profuse in making verbal promises to the Indians when they want concessions" only to disregard them later.<sup>41</sup> Band discontent was also related to the issues of land prices and employment. In 1914, the band agreed to the surrender of twenty-five acres <sup>for a quarry.</sup> with only a verbal commitment on price. The official price later set by a Fort William realtor, it was sixty percent less. Although the DIA and band ultimately accepted the price as fair, the incident was likely remembered during the Mission park negotiations of 1917 when band members claimed that no valuation by a city assessor would be honest. Commitment for equal access to employment for band members in the quarry agreement was not honoured. There was a further complaint against Dowler himself as proprietor Mount McKay Products that he failed to honour an employment undertakings with the band.<sup>42</sup>

While unhappy and mistrustful over the city's various failures, this did not prevent the band entering into an agreement-in-principle to alienate more land for a park in 1916 for income that would provide. The band and the DIA used the subsequent negotiations to redress many of these grievances. But

there was consistent opposition by band members to land surrender agreements and this eventually had an effect on on the Mission park negotiations. In 1909 these members were associated with leadership ex-chief J.B. Chief Pennassie and lived at one of the reserve's two communities, the Mount McKay settlement. Pennassie protested to the DIA that the Oakley agreement had been signed Mission Bay inhabitants against the wishes of those at the mountain, who would be more directly effected. There was some opposition as well to the Mission park land surrender. The negotiations of 1916-17 were likely affected when many of those favourable left to join the army. But the most important for the eventual outcome of the city's parks plan was the band's refusal by consensus to cede the top of Mount McKay <sup>43</sup>

When the attention of the city leadership, particularly that of the Parks Board, turned again to developing a park on reserve property after 1911, the concept formulated included a land along the lakeshore and the top of Mount MacKay. In 1913-14 the Parks Board began planning a system of roads which would provide increased access to the lakeshore and mountain with an eventual view to establishing parks.<sup>44</sup> This activity was perhaps stimulated by the interest shown among other city agencies. In 1912, the Board of Trade presented city council with a report concerning making Mount McKay more accessible.<sup>45</sup> In 1913 city council submitted the matter of Mission park land to a special committee of council in response to R.S. Sims inquiry.<sup>46</sup> Dowler did successfully negotiate with the band to cut a trail up to the first ledge of Mount McKay in 1914. By 1915 the Parks Board plan



for roadways had matured and on April 22 Dowler applied to Deputy Superintendent-General D.C. Scott for permission to conduct a survey on reserve land. It was not the city's intention at that time to acquire land for the roads, only rights-of-way, Dowler warned Scott that parks development was the city's eventual plan. This was followed by a joint communique of City Council and the Parks Board stressing the importance of roadways.<sup>47</sup> The DIA informed ~~the informed~~ Dowler that he had permission to proceed with "no rights inferred" for park land.<sup>48</sup>

The reasons for the city's gradual approach to the park plan were mainly economic. The real estate crash of 1913 likely removed any competitors for reserve land. The city's high debt<sup>49</sup> and the recession which began 1913 limited finances. The Parks Board ran at a deficit in the years 1912-1916 and lack of ~~finances~~ <sup>income</sup> constrained the board's ability to make improvements to existing properties and add new ones. In his annual report for 1915, Dowler stated that the debenture market had been too constrained to allow new land acquisitions.<sup>50</sup> Dowler also encountered some band resistance to his plans. In 1914 they refused to cut more than one trial or allow a surveyor on the land<sup>51</sup> Despite these problems the Board was prepared to proceed with land negotiations early in 1916, but in to make acquisitions as cheaply as possible.

The DIA was also prepared to allow a land transaction for roadway purposes and authorized the Indian Agent to organize negotiations. However those that resulted between Dowler and the band on May 19 produced a more comprehensive agreement. The band

pledged to cede 350 acres of land for a lake front park at a price of \$18 000. In addition, Dowler gave an undertaking to install the long-awaited telephone service and guarantee of the equal rights to employment of the roadwork. However, the written agreement that the meeting produced was not legally binding under the Indian Act and the department took no action on it. This disappointed Dowler efforts. In communication with the DIA in October, he doubted that the same agreement could be reached again in binding form because many of its supporter<sup>s</sup> had joined the army. But what likely had a greater effect was the eventual realization by the band of the price's inadequacy. They received a valuation from a local businessmen in 1917 300 percent higher. Indeed, it was reported by the Indian agent in May 1917 that the band still favoured the sale, but not at the negotiated price.<sup>52</sup>

But the city could not or would not reach another agreement with the band. Instead it was resolved by City Council on March 27, 1917 to send Dowler to Ottawa to negotiate directly with the DIA. The content of these negotiations are unknown as they were reported verbally to the mayor upon Dowler's return on April 9. But clearly they were unsatisfactory to the city. The following day council passed bylaw 1787 to expropriate reserve land.<sup>53</sup> The promptness of this action suggests the bylaw had been prepared before Dowler's departure.

A copy of the of the bylaw was forwarded to Scott along with a letter of explanation which stressed the benefits that would accrue to the band from the proposed development. The bylaw had the same terms as the agreement signed the previous April

including \$18 000 compensation. The ~~was~~ accompanying letter bore the signatures of the City Council as well as the entire Board of Trade, demonstrating the political support the park project had. Dowler, himself president of the Board of Trade, organized the signing and described it as representing a "consensus of opinion of very nearly all our citizens".<sup>54</sup> On its part the DIA acknowledged the city's right to expropriate under section 46 of the Indian Act.

But the conflict was <sup>not</sup> resolved on the city's terms according to the expropriation bylaw, but by a negotiative process which forced concessions. This began when Agent Brown <sup>was</sup> directed to report on the advisability of city's proposed settlement. In doing so, he raised a number of grievances to the department. The price offered by the city was considered insufficient by the band. Further, they wished to have the longstanding issue of streetcar tickets resolved. Brown felt they section (e) of the bylaw, which promised equal access to employment was meaningless and had to be changed to give band members "preference" of employment in the park maintenance as well as road work. Scott, in turn raised these issues with Dowler. Dowler responded that the price was fair, the land being worthless for any other purpose. He denied that an agreement on streetcar fares existed and argued that the city could not be reasonably bound to employ band labour because unreliability and lack of qualification for parks work.<sup>55</sup>

These differences progressed considerably toward resolution in a meeting of the band, agent Brown, Mayor H. Murphy and Dowler

on August 16. The city officials agreed to a price of 25 000 dollars for land in addition to other alterations (including a clause giving band members preference in the tendering of contracts clearing land). The band asked the department to forward a legally binding surrender agreement. In doing so, the department included in it further conditions Scott thought advisable. These were preference for native labour "where sufficient", to be administered in consultation with the Indian agent and the right to purchase street car tickets at the preferential rate of eight for twenty-five cents.<sup>56</sup>

Brown submitted the surrender to Dowler for his consideration when it was received from DIA in early September. Dowler balked at the employment clause. He argued it deprived the city of the flexibility it needed in seeking qualified labour and give some managerial control of a city project to the Indian agent. He also maintained that the streetcar clause could be interpreted as providing eight "return" fares for twenty-five cents. In response Scott decided to modify the streetcar clause and delete the reference to the Indian agent in the employment condition. Dowler still objected to the <sup>EMPLOYMENT</sup> clause and successfully prevailed upon the department to replace the phrase "preference...when capable of performing the work to be done" with the relatively meaningless "preference, all other things being equal", reminiscent of the 1914 quarry agreement.<sup>57</sup> Thus, the final draft of the surrender to shape by October 1917.

There is some question as to why the city leaders offered substantial concessions in negotiations, given their right to

expropriate under the Indian Act. A possible explanation relates to the price offered for the land. The act stipulates that bands were entitled to the same compensation available in "ordinary cases".<sup>58</sup> Evidence suggests that in this sense, \$18,000 would have been less than adequate. It was reported in the local newspaper in March 1917, before the bylaw was passed, that land was to be acquired for a "very modest figure".<sup>59</sup> The city's concession in price appears much greater when it is considered when the original agreement covered three pieces of land totaling 350 acres, but the final agreement included ~~on~~<sup>only</sup> the largest of these, 270.1 acres. <sup>while</sup> Dowler contended to Scott that arbitration would not produce a higher price, it does appear that the city felt compelled to offer one as well as showing some flexibility on the other concessions. Acceptable conditions likely had to be met, because expropriations and surrenders were done with the authority of the Governor-General, who took his recommendations from the political head of the DIA.<sup>60</sup>

In conducting its negotiations, the band had to overcome its mistrust of the city, which agent Brown described as the result of past dealings. Typifying this was alarm caused on the reserve by Dowler's trip to Ottawa in 1917 (it was thought by some that he would acquire land without band consent) and the claim that no valuation of the land originating in the city would be fair.<sup>61</sup> But this does not appear to have substantially obstructed the final negotiations, the band's need to improve the standard of living remaining a principle concern.

The final surrender agreement was signed by all available

band members between October 15 and November 6. It was forwarded to the department by agent Brown and recommended to the Governor-General. Surrender was duly accepted with Order-in-Council PC 3287 on November 27, 1917.<sup>62</sup> On the same day, Fort William City Council authorized the Mayor and City Clerk to sign the agreement which included the city's contract with the crown. The land ~~the land~~ became Fort William's on December 29.

During this last phase of the process, both sides continued to protect their interests. The DIA attempted to have the band's cash distribution spread out in two installments. The band refused to sign the agreement until promised a single prompt payment. Originally, the band requested that seventy-five percent of the total price be distributed, but this was not allowable under the Indian Act, and they were forced to settle for the maximum of fifty. At the same time Fort William was attempting to defer payment. Local businessman and politician J.T. Horne was in Ottawa in late October lobby<sup>ing</sup> Scott and Superintendent General W.J. Roche for this. Roche informed him that half the purchase price would have to forthcoming to meet the band distribution. The city's offer to cover the balance with city bonds was refused. Eventually it was agreed that Fort William could postpone payment for three years after the war was over with interest accumulating at five and one half percent.<sup>64</sup> Thus its seems apparent that despite its move to acquire land, the city finances did not provide much freedom. Indeed, development of the transportation system to the park site itself did not begin until 1921.<sup>65</sup>

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In the aftermath of the agreement, patterns ~~apparent~~ during the surrender process continued. Fort William apparently sought to protect its financial interests by not honouring the street railway clause. By May of 1918 this came to the attention of the DIA and Dowler was notified, but there was no change. On August 6 Secretary Maclean wrote the mayor, warning that failure to honour the clause would render the agreement void. In his reply, the city clerk stated that the city intended to honour its undertakings, but also complained the street railway "has been running at a considerable loss ever since it was built over to the Indian Reserve and in fact our entire system has been run for the last three years at a considerable loss also". The ticket scheme the city eventually developed in October appears to have been deliberately inconvenient. Tickets could only be purchased at the street railway office ~~in~~<sup>at</sup> city hall upon presentation of a special identification card and had to be used with the accompanying card. In addition to this, the city was subject to repeated reminders concerning overdue interest payments on the outstanding balance over the next three years.<sup>66</sup> This, as well, likely reflects that the city's financial interests tended to take precedence over the agreement's conditions.

On its part, the band continued to mistrust the city over the issue of the ~~mission~~<sup>M</sup> park and land transfers in general. In 1921, the acting chief at Mission Bay expressed worries that in surveying the park land, the city was laying claim to more land than ~~was~~<sup>had BEEN</sup> surrendered. He demanded that a department survey be conducted before the city's new request for sixteen acres for

roadway purposes was considered. In discussing this problem with Scott, Dowler expressed the need to allay the band's suspicions. But in the same letter he explained that additional acreage was necessary because some of the original concession had to be developed as industrial property. This was a violation of the agreement and a suspicion voiced by the band during the negotiations of 1917.<sup>67</sup> Thus, city's undertakings continued, to some extent, to fall victim economic and development imperatives, and this likely contributed to native mistrust.

It is likely that these imperatives were the most important force shaping relations between the city and band as communities in the early twentieth century. The race for industrial development with the city of Port Arthur had eventually resulted in the largest single surrender of land, that provided to the Grand Trunk Pacific Railroad.<sup>68</sup> This committed the city to the south shore of the Kaministiquia, and the first municipal attempts for park land appear to have been to protect the gains made there. However the race with Port Arthur also involved a more general sense of civic pride and contemporary concept of the city beautiful. Built on swampy lowland and attempting to rival the "City on a Hill",<sup>69</sup> it was virtually inevitable that Fort William would look to the scenic reserve land to help realize its ambition to be the premier Lakehead city, and one of national standing. In its final resort to expropriation proceedings when negotiations failed, city leaders showed that Amerindian ownership of the land in question would not be allowed to interfere with these objectives.



That the band valued the this land and their lifestyle on it was shown by their continual defence of Mount McKay from resort hotel an public park schemes. But as a community that was land rich but had a poor standard of living, surrenders were attractive, particularly after the Indian Act amendment of 1906 increased the direct proceeds available from them. Thus, the interests of the band and the city were not irreconcilable. The problem, as inspector Ramsden described it was to organize a "an orderly and wise disposition of resources...for the benefit of the band". This was apparently accomplished with the help of the DIA in 1917, although the city's determined pursuit of its own interests continued to alienate the band.

The DIA appears to have played a fairly honest, though patronizing role in protecting the bands' interests in land applications 1909-11, the negotiations of 1917 and the streetcar issue afterward. However, it can be said that the department ultimately favoured the surrender, and, therefore, the city's interests. <sup>as well</sup> The Mission park land was not seen useful for the DIA's occupation of choice for Amerindians, farming.<sup>70</sup> The contemporary administrative view of reserves as transitional and the expropriation amendment in the Indian Act reflect that by this time, the balance had tipped in favour of Euro-Canadian land rights. In light of an amendment to section 49 of the Act in 1911, which allowed for the removal of Amerindians from reserves close to urban centers (those with 8 000 or more inhabitants)<sup>71</sup> and the pressures on Fort William land, the question of why the band was allowed remain could even be raised. This reflects that

the Fort William reserve land issue requires further study.

## Appendix

The following is a copy of the final legally binding agreement, including the terms of surrender and the crown's contract of the city of Fort William. In the interest of brevity, it excludes most of the land description, a required part of a legal surrender and transfer.<sup>72</sup>

Dated

*[Handwritten Signature]*

1917

THE FORT WILLIAM  
BAND OF INDIANS

-to-

THE KING.

S U R E N D E R

-of-

Certain portions of the  
Fort William Indian Reserve,  
containing in all 270.1 ac.  
for park purposes.

Indian Affairs. (SG 10, Volume 2829, File 169,361)

PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES

( )

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned Chief and Principal men of the Fort William Band of Indians, resident on our reserve at Fort William, in the district of Thunder Bay, in the Province of Ontario, and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lord The King, his heirs and successors forever, ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Fort William Indian Reserve, in the District of Thunder Bay and Province of Ontario, containing in all, *270.10 ac.* Two hundred and seventy and one-tenth acres, more or less, and being composed of:-

1. That part of the said reserve being Road Number 1, comprised in a strip of land one hundred feet in perpendicular width extending from the southwesterly limit of lands granted to the City of Fort William under patent dated the 4th February, 1909, to the northwesterly limit of lot thirty-two (known as the Mission lot) in the Mission Village, as shown on a plan of survey by A. Loughheed, O.L.S., dated February 15th, 1908, of record in the Department of Indian Affairs at Ottawa, the easterly limit of the said strip being more particularly described as follows:- Commencing at a point in the southwesterly boundary of the Grand Trunk Pacific Railway Company's Terminal property distant one thousand and one hundred and eighty-nine and two-tenths feet measured south forty-one degrees and twenty-seven and a quarter minutes east thereon from Post Six in the said boundary; thence on a curve to the right with a radius of six hundred feet, perpendicular to the said

boundary

limit of the said lot to the southeasterly limit thereof, the easterly limit of which may be more particularly described as follows:- COMMENCING at the northerly angle of the said lot; thence south seven degrees and twelve minutes east, three hundred and forty-two and fifteen one-hundredths feet; thence south eight degrees and fourteen minutes west, four hundred and eighty-six and nine-tenths feet; thence, south six degrees and thirty-nine minutes west, six hundred and sixty-two and four-tenths feet to a point in the said southeasterly limit distant one thousand two hundred and ninety-three feet measured southwesterly thereon from the most easterly angle of the said lot; the said southeasterly limit being taken as "N. 49° 43' E." to govern bearings herein.

TO HAVE AND TO HOLD the same unto His said Majesty The King, his heirs and successors forever, in trust to dispose of the same to the Corporation of the City of Fort William for park purposes, on the terms and conditions hereinafter set out.

AND upon the further condition that all moneys received from the disposition thereof, shall be placed to our credit and dealt with as hereinafter provided.

AND We, the said Chief and Principal men of the said Fort William Band of Indians, do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the disposition of the said lands and of the moneys

derived

derived therefrom.

This surrender is granted on the following conditions, namely:-

(a) That that portion of the said lands shown on plan and description as roadway shall be used as a boulevard drive and roadway with provision for a street railway thereon, with the intent that the land bordering on one side of the said roadway and having a frontage thereon shall wherever the other side of said roadway is composed of property to be acquired for park purposes be Indian Mission land.

(b) That there shall be two further roadways established from the roadway mentioned in the previous paragraph to the edge of the bay fronting the land to be acquired for park purposes, through such land, the location of such roadways to be determined by the Indian Department.

(c) That the members of the said Band of Indians resident on the said reserve shall be entitled to the same rights and privileges in respect of said roadways and the portions of said lands designated for public use, subject to the same rules and regulations as the residents of the City of Fort William.

(d) Notwithstanding anything herein contained to the contrary, the lands so to be acquired are intended for and may be used by the City for the establishment thereon and thereof of such parks and boulevard drives; also for such roadways, highways and street car purposes; and for such amusement, play and recreation grounds; and for such summer hotels, boarding houses and cottages, and  
camps

camps as the City may from time to time deem desirable, and that such lands will be applied to those purposes; provided, however, that no intoxicating liquor shall be sold on said lands at any time.

(e) That in the letting of contracts for clearing of right of way for main roads or street car lines, a tender of an Indian or Indians shall be given the preference, all other things being equal, and in the employment of labour Indians shall be given the preference ~~when~~ all other things being equal. ~~available for the work to be performed.~~

(f) That the City of Fort William will maintain the telephone line to Squaw Bay already constructed under the preliminary agreement with reference to said lands, and continue to maintain one 'phone at Squaw Bay for the free use of the Indians.

(g) That the Indians shall have any timber cut on the roadway shown on the plan when the same is being constructed, but are to remove same when requested, so as not to delay or interfere with construction.

(h) That the City will construct when and as financial conditions and its finances permit:-

(1) A roadway (from the present junction of the City road south of the Canadian Government Railway's right-of-way, with the mountain road through the Indian Mountain Village) along the south side of the right-of-way of the Canadian Government Railway and the westerly side of the Canadian Government property fronting on Thunder Bay, to the lands to be acquired hereunder.

(ii) A roadway along the roadway allowance, shown on plan, to Squaw Bay.



(iii) A street railway for summer traffic from the point where the City's present system turns towards the Canadian Government Railway elevator to the lands to be acquired hereunder, and along the roadway shown on said plan to that portion of said lands to be acquired for park purposes on the shore of Forbes or Brulé Bay.

(iv) Also a spur track from said main line to the quarry of the Indians adjacent to said roadway shown on said plan, if required in connection with the operation of said quarry.

(i) That the Indians shall have the privilege at any time when the street railway is in operation to purchase eight single fare tickets for twenty-five cents, for transportation from any point on the reserve which the railway reaches at the present time or may reach in the future, to and within the limits of the City of Fort William, and from any point within the limits of the City of Fort William to the reserve.

(j) That the City of Fort William will, in addition to carrying out the proposals hereinbefore set forth, pay the Indian Department for said lands to be acquired hereunder the sum of Twenty-five thousand dollars and settle any claims for compensation in respect of any improvements which may have been made on any portion of the said lands so to be acquired, including the portion taken from the parcel of land in use in connection with the Rectory at Squaw Bay, such compensation to be determined in case of disagreement, by arbitration.

(k) That fifty per cent of the money derived from

the

the disposition of the land shall be distributed to the  
one  
Indians in ~~two~~ payments ~~with six months intervening.~~

IN WITNESS WHEREOF, we have hereunto set our  
hands and affixed our seals this 15<sup>th</sup>  
day of October in the year of our Lord one  
thousand nine hundred and seventeen.

SIGNED, SEALED and DELIVERED )

In the presence of )

Alex. Mc Coy

Councillor

Wm. H. ...  
Councillor

~~M.R. Brown~~

Joe Collins

Andrew Bannan

Bouchie Joe

J. B. Penassie

Joe Belangie

Tauk. x Boshie

John. x Christie

Joseph Ogina

Peter Lyons

Frank William

A. Bannan

Peter Bannan

Luke Bouchie

Michael Boucher

Lamb Caching

Simon Penassie

Alex Shabb

Henry Scott

Xavier Bury

Mc Thomas Penassie

Elie Lavoie

AGREEMENT made and entered into in duplicate  
this *twenty ninth* day of *December* A. D. 1917,

Between HIS MAJESTY KING GEORGE THE FIFTH as  
represented by the Superintendent General of Indian Affairs,  
of the First Part;

And THE ~~MUNICIPAL~~ CORPORATION OF THE CITY OF  
FORT WILLIAM,  
of the Second Part;

WHEREAS the Chief and Principal men of the  
Fort William Band of Indians for and acting on behalf  
of the whole people of the said Band in Council assembled,  
have surrendered to the Crown certain parcels or tracts  
of land situate, lying and being in the Fort William Indian  
reserve, to be disposed of on the terms and conditions in  
said surrender, attached hereto.

AND WHEREAS it has been decided to carry out  
a sale to the said City upon the terms and conditions set  
out in said surrender.

NOW THIS AGREEMENT WITNESSETH that the said party  
of the first part hereby agrees to sell to the said party  
of the second part the lands specified in the said surrender  
for the sum of Twenty-five thousand dollars, on the terms  
and conditions contained in said surrender, upon payment  
of one-half of the purchase price and the balance in three  
years after the war is over, with interest payable half-  
yearly at the rate of five and one-half per cent., and  
that in accordance with the provisions of section fifty-two  
of the Indian Act, Chapter eighty-one, Revised Statutes  
of Canada, a receipt will be issued by the said the Deputy-  
Superintendent General for the cash payment when made,  
entitling the party of the second part to hold the land sold  
as effectually as it could be held under Letters Patent

from

*Sale*  
*41*  
*Page 218*  
*Sundry Dec 21*

from the Crown, until such time as said Letters Patent issue upon completion of sale.

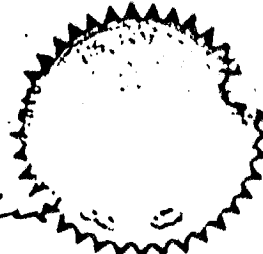
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED )

In the presence of )

*[Handwritten signature]*

*[Handwritten signature]*



As to the signature of the *[Handwritten name]* Deputy Superintendent General of Indian Affairs.

As to the signature of the Municipal Corporation of the City of Fort William.

*[Handwritten signatures]*

The original of this document has been removed for filing in the Records of the Indian Land Dept.

X017505

*B. Brant*  
Sgt. Major

Sept 5 1913

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