

Lost Inheritance: Alienation of Six Nations' Lands in Upper Canada, 1784-1805 ¹

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We thought when the servant of our Father (Governor Haldimand) gave us in his name the lands upon the Grand River that we should be secure, and without interruption enjoy it as our own. In this we have been most egregiously deceived, and to our great surprise and grief, we find ourselves by the contrivance of artful, faithless and wicked men strip of our property.³

Introduction

Most of the Six Nations, with the exception of the Oneidas, were allied with the British during the American Revolution. On 25 October 1784 Frederick Haldimand, governor-general and commander-in-chief of Quebec, granted these allies almost 1,000,000 acres along the Grand River in present-day Ontario, as a testimonial of their attachment to the British Government, and as “remuneration for the property they had left in the United States.”⁴ The British Crown - as represented by colonial policymakers, colonial administrators and subordinate officers - had agreed to hold these lands in trust “for the use and benefit of the Six Nations, and their posterity...forever.”⁵ Representatives of the Crown, however, “neglected or violated” this trust.⁶ The argument of this paper is that they managed Grand River land sales and land sale proceeds in the interests of state, rather than those of the Six Nations. By 1848, all that remained of the Six Nations' Grand River lands was a 45,000-acre reserve

near Brantford, which the Six Nations occupy to this day. Thus, the objects of the original grant, so far as the advantage of the Indians was concerned, was "frustrated, by the same authority, and almost by the same individuals that made the grant."⁷

Historians tend to focus on the role of Joseph Brant in alienating the Grand River lands. Brant was a Mohawk Indian who acted as land agent for the Six Nations. William L. Stone, in a biography of Brant published in 1851, portrayed Brant as "a benefactor to his people...In his dealings and business relations he was prompt, honorable, and expert...a pattern of integrity."⁸ E.A. Cruikshank, in an article published in 1927, "The Reserve of the Six Nations on the Grand River and the Mennonite Purchase of Block No. 2," called Brant a "wily Mohawk" and accused him of selling Six Nations land to line his own pockets. Charles Johnston, who published numerous articles and a book-length history between 1962 and 1994, on "the confused history of the alienation of the Indian lands on the Grand River,"⁹ suggested that Brant was motivated both "by a genuine resolve to remedy the plight of his fellow Indians" and a desire "to make a large personal profit through expediting a lucrative transaction."¹⁰ Isabel Kelsay, in a biography of Brant published in 1984, portrayed him as a naive dogooder: "[H]is meager education had not fitted him for all the business he had to undertake" on behalf of the Six Nations. "If Joseph [Brant] was engaged in fraud at his people's expense, as it was later charged by some who generally had their own axes to grind, one can only wonder how he managed it. Probably the only fault that can be charged to him is that his record-keeping was poor."¹¹

This preoccupation with Joseph Brant's role has led historians to ignore or gloss over the broader historical context within which the Six Nations lost their Grand River lands, as a close examination of the alienation of 60,000 acres in and around present-day Kitchener-Waterloo, Ontario, reveals. This land was part of Block No.2, one of several tracts that Brant surrendered in 1798 for resale by the Crown. It was purchased by a syndicate of Pennsylvania Mennonites in 1805.

A Political Trust

Haldimand and successive colonial administrators viewed Haldimand's grant as a political trust,¹² one which was to be managed in the interests of state. John Graves Simcoe, first lieutenant-governor of the province of Upper Canada, established in 1791, considered that the interests of state were served best by "increasing & regulating" the military potential of the Six Nations for possible action against the country's "foreign & especially, *domestic* enemies."¹³ One of the means that Simcoe used to accomplish this goal was to surround the Six Nations with European colonists, protected and controlled by military troops.

On 8 September 1795 Joseph Brant informed Joseph Chew, secretary to the Indian Department, that European colonization "all around" the Grand River had depleted the game in Six Nations' hunting grounds. The Six Nations could no longer survive on their traditional sources of food supply - including hunting, fishing and planting - and their only recourse was to sell parts of their Grand River lands so that they might raise a capital fund for their support.¹⁴

The threat of American aggression had dissipated with the ratification of Jay's Treaty by

the United States House of Representatives on 29 April 1795. Colonial administrators considered that it was no longer necessary to preserve the Six Nations as a military force. The interests of state would now best be served by sanctioning European colonization of the Grand River lands; this would also advance the prosperity of the province and civilize the Six Nations.¹⁵ Lord Dorchester, Haldimand's successor as governor and commander-in-chief of Quebec, offered his personal opinion to Simcoe that "[a]ll the Lands and advantages given to the Six Nations" by General Haldimand, "ought in equity to be made good," in order to enable them to sell part of their lands to European colonists.¹⁶

In the first few months of 1796 Brant purported to sell at least three tracts of the Six Nations' Grand River lands directly to European land speculators.¹⁷ However, King George III's Royal Proclamation of 1763 prohibited such sales, declaring that if Indians desired to dispose of their lands, "the same shall be purchased only for Us, in Our Name, at some publick Meeting or Assembly of the said Indians."¹⁸

After some wrangling, Simcoe agreed "that if the Six Nations would surrender all Title to the land they possessed, and were desirous of selling . . . His Majesty would grant *to such persons as they would recommend* such Tracts as they were desirous of conveying."¹⁹ This was where matters stood on 16 June 1796 when Simcoe left for England on leave. Simcoe appointed Peter Russell, receiver-general of the revenues of Upper Canada, administrator of Upper Canada in his absence.

Confirming Joseph Brant's Land Sales

Russell waited. He did not wish to accept surrenders from the Six Nations, and issue Crown grants to prospective purchasers until he received authorization from the colonial secretary, the Duke of Portland. However, on 1 February 1797 Russell learned that Great Britain was at war with Spain. The Spanish colonies on the west bank of the Mississippi River now threatened the weakened defenses of Upper Canada. Consequently, Robert Liston, the British consul at Philadelphia, recommended that matters be settled to Brant's satisfaction because Brant's "abilities and influence must naturally render him a character of importance in the present circumstances."²⁰ Robert Prescott, commander-in-chief of British North America, agreed that "His Majesty's Interest require that the most liberal attention should be shown to them [the Six Nations] at this crisis." Russell now changed his mind, and concluded that, under certain conditions, confirming Brant's land sales might "equally...promote the common Interests" of all parties.²¹

Brant requested Russell to prepare mortgages for the Six Nations, guaranteeing the payment of principal and interest on the land sales he was about to confirm. Brant inquired whether, "agreeable to your Laws," the Six Nations could hold these mortgages and, if necessary, foreclose on them.²² Russell referred Brant's inquiry to the Crown's law officers, John White (Attorney General) and Robert Gray (Solicitor General). They advised against the execution of mortgages to the Six Nations "in their present capacity."²³ Therefore, Brant suggested that David William Smith (acting surveyor-general), Alexander Stewart (attorney) and John Ferguson (spouse of Brant's niece, Magdalene Johnson) be permitted to serve as trustees for the Six Nations and hold mortgages for them.

Russell hesitated to accept Brant's suggestions because he wanted all of the Six Nations' trustees to be officers of the Crown.²⁴ In due course Russell and Brant compromised on replacing Ferguson with William Claus, a high-ranking officer in the Indian Department, who held the position of deputy superintendent-general of the Six Nations. Russell could depend on Claus to function as acting trustee for the Six Nations under the direction of colonial administrators. Claus came from a line of officers in the Indian Department. He strove to emulate the example of his grandfather, Sir William Johnson, former superintendent-general of the Indian Department, and his father Daniel Claus, deputy superintendent of the Indian Department who managed Six Nations affairs in the interests of the Crown and in the process acquired princely fortunes for themselves.

Brant offered to surrender six blocks of Six Nations' land, totaling 352,707 acres, to the Crown on 5 February 1798. Russell accepted this surrender and immediately signed Crown grants to the proposed purchasers, with the proviso that the instruments were not to be delivered to the grantees until mortgages had been executed.²⁵

Pennsylvania Mennonites Colonize Block No.2

None of the first buyers of Six Nations' lands really could pay for their purchases. Richard Beasley, with his nominal partners James Wilson and St. Jean Baptiste Rousseau, was the only purchaser who endeavored to provide any security for payment. On 10 May 1798 Beasley, Wilson and Rousseau signed a bond in favour of the trustees for 17,774 pounds, guaranteeing the annual payment of 6% interest on the purchase price of Block No.2, which contained 94,012 acres. The principal sum of 8,887 pounds was to become due and payable on 1 April 1798.²⁶ This agreement was intended to provide a fixed annuity to the Six Nations for one thousand years, without touching the principal.

On 18 April 1799 Brant wrote to one of the trustees, David Smith, that "Beasley and Co[mpany] . . . have used their utmost endeavors to pay us, and for that purpose are now going to" subdivide Block No.2 into farm lots and sell them "to individuals, to get the means of fulfilling their agreements."²⁷ The first prospective purchasers of these farm lots were Mennonite farmers from Pennsylvania who could not afford to purchase farms in their home state.²⁸ They were attracted to Upper Canada by the availability of well-drained open land for farming activities and the proximity of hardwood forests for building and heating products.

Jacob Bechtel, a Mennonite from Montgomery County, Pennsylvania, came to Upper Canada on a land-prospecting tour in spring or summer of 1799. Bechtel travelled as far as the Twenty Mile Creek, near present-day St. Catharines, with a wagon train of Mennonites from Bucks County, Pennsylvania, who had purchased land in that area from Loyalists. "One fault [Bechtel found with the St. Catharines area] was the lack of spring creeks." So Bechtel looked up an Indian camp and told them what he wanted, a locality where there was good Spring water, as well as good land and good timber. The Indians knew of such a place, so Mr. Bechtel engaged one as a guide . . . The Indian led him to a small creek [in Beasley's Block No.2 and said] . . . 'Here is the best spring water in Canada and here is good land and fine timber'. "²⁹

Bechtel then approached Richard Beasley at his home in Ancaster, near present-day Hamilton, about purchasing this tract. Evidently they reached an agreement, because in the spring of 1800 Bechtel returned to Upper Canada leading a caravan of about ten Mennonite families. On 12 July 1800 Brant wrote to Claus that the Mennonite “[p]eople of whom I made mention to you when at York [present-day Toronto] are now come forward with cash enough to pay the original purchase[r] for about Six thousand Acres of Block No. 2 whenever the encumbrance on the said land may be removed. I shall conceive myself much obliged to you if you will exert yourself in obviating this difficulty which I have reason to believe may be easily done, As these persons are now waiting here till I receive your answer to this.”³⁰

Claus, who had been promoted to the position of deputy superintendent-general of the Indian Department on 17 February 1800, forwarded this letter to Peter Hunter, who had succeeded Simcoe as lieutenant-governor of Upper Canada. The Duke of Portland, colonial secretary, had instructed Hunter that the interests of state were best served, at this point, by depriving the Six Nations of any benefit arising from their land sales, in order to undermine Brant’s authority as land agent and make the Six Nations accept the Crown’s terms for surrendering “further Tracts of Land, as may be necessary for the Public services of the Province.”³¹ Consequently, on 17 July 1800 Hunter directed Claus to “open the Eyes” of the Six Nations to “their real Interests” and enable them “to see through” Brant’s self interested motives in selling Six Nations’ lands.³² Claus then was to wrest control from Brant of all aspects of Six Nations’ land sales and land sale proceeds, under the guise of protecting Six Nations’ property.

Beasley had not received a response from Claus before 18 July 1800, when he signed deeds of bargain and sale for tracts of land in Block No.2 with both Jacob Bechtel’s uncle, George Bechtel, and his brother-in-law, John Bean. George Bechtel purchased 3,150 acres and John Bean purchased 3,600 acres.³³ At the time, Bechtel and Bean “were totally ignorant” of the fact that this land was mortgaged.³⁴ They thought that because Beasley was “in possession of the King’s Grant...he was fully competent to make them a good Title.”³⁵

The Six Nations then took the “three thousand Dollars” paid by Bechtel and Bean and offered it to Claus on condition that he provide a partial discharge of the mortgage on “so much of the land [in Block No.2] as this sum of money will pay for same.” Claus declined to accept “the 3,000 dollars . . . unless it is on account of the interest of the purchase money due on the township.” He also refused to “give a quit claim for any tract of land” within Block No.2.³⁶

In February or early March of 1802 Brant visited the Mennonite colonists who had “paid the money down for the lands” in Block No.2 and “was sorry to find they were so uneasy respecting their title.”³⁷ Evidently, by this time the Mennonites had learned about the mortgage on Block No.2. They also knew that Claus was unwilling to provide a partial discharge of the mortgage on the lots that they had purchased. Brant indicated that he “would be very happy to have the business settled as to make them [the Mennonites] secure as they appear to be an honest, industrious people.”³⁸

At a meeting with Claus in May 1802 the Six Nations reviewed the financial transactions that had taken place between Beasley and Brant regarding Block No.2. Brant reported that Mennonite colonists had “paid as purchase money the sum of £1197.15.0” which Beasley had applied to reduce the principal owing on the mortgage. In addition, Beasley had paid

£1439.7.6 in interest, but was still in arrears by £900.³⁹

Claus indicated that he intended to sue Beasley and his partners to enforce payment of the interest due on the mortgage of Block No.2. Brant politely refuted Claus's argument that "the cause of delays in Payments and our not receiving any benefits from our Lands were owing to the unfortunate choice of Purchasers who either wanted ability or inclination to pay according to their agreements, and not to any act of government." He pointed out that Beasley had "done everything in his power to fulfill his Contract, and...could he have obtained separate Mortgages as prayed for...we cannot think otherwise but that Mr. Beasley would have paid us to the utmost Fraction." For this reason, Brant pleaded that Beasley "be allowed some time to pursue other means to comply with his former agreement."⁴⁰ Claus declined to reconsider this request.

Claus, as deputy superintendent-general of the Indian Department, appeared to be on the verge of gaining exclusive control over Six Nations land sales and land sales proceeds. Previously, prospective purchasers of Grand River lands had counted on Brant's assistance in "juggling away the payment of the interest [on their respective purchases]...till they should be able to sell enough [land] to make a good bargain." Claus had subverted these plans by "compelling regular & punctual [interest] payment[s]" to the trustees. He had also threatened that purchasers would not receive credit for payments made directly to Brant. It therefore appeared to be in the purchasers' economic self-interest to negotiate directly with Claus because he seemed to hold the keys of power.⁴¹

Pennsylvania Mennonites Purchase 60,000 Acres in Block No.2

Brant hoped that a bulk sale of land in Block No.2 to a syndicate of Mennonites, still resident in Pennsylvania, would enable Beasley to pay off his mortgage and provide a clear title to lands that Mennonite colonists had already purchased from him. This prospect inched closer towards reality on 28 November 1803, when Beasley concluded an agreement with Mennonite agents Samuel Bricker and Daniel Erb, subject to the approval of Lieutenant-Governor Hunter. Erb & Bricker promised to pay Beasley, £10,000 with 6% interest from March 1, 1804 for 60,000 acres in Block No.2.⁴²

Alexander Stewart, one of Claus's fellow trustees, described how this agreement came about:

[T]hree men last month arrived from Pennsylvania possessed of the real cut of monied Dutchmen, who after viewing the land, bargained with Mr. B[easley], and then had a meeting with Capt[ain] C[laus] and myself, and upon our assurance that the Mortgage [on Block No.2] shall be cancelled when the payment of Principal and Interest was made, they have undertaken to pay thirty thousand dollars [to Claus] previous to the month of May [1805].⁴³

Hunter and the Executive Council of Upper Canada could have raised substantive objections to scuttle this agreement, including the fact that Erb and his prospective co-purchasers were not British subjects; hence, they could not legally hold title to land in Upper Canada until they were naturalized. However, the interests of state at this point required that the

provincial government increase winter wheat production, as an alternative supply of flour for Great Britain, which had been cut off from traditional European sources of trade by wartime embargoes imposed by France. Hunter recognized that the growth of Upper Canada's winter wheat production depended on colonization by skilled farmers from the United States. While the governor feared most potential American colonists as republicans who posed a political threat to the province, Pennsylvania Mennonites were pacifists who favoured the monarchy. Also, Mennonites were willing to help finance the state's military and police forces through their taxes. As Arnold Snyder has written, "what imperialist power would not sincerely encourage all of its colonists to believe in passive nonviolence of this kind[?]. . . Machiavelli in his wildest dreams could not have devised a better formula."⁴⁴

The Executive Council of Upper Canada recommended to Hunter that he approve the agreement between Beasley and the Pennsylvania Mennonites:

Mr. Erb on behalf of himself and the other purchasers stated that they were now prepared to pay the sum of Five-thousand pounds Province Currency in part payment of Ten thousand pounds, which they had contracted to give for Sixty thousand Acres of the Block granted to Mr. Beasley and others. . . . And Mr. Erb also stated, that he and another of the purchasers were ready to give their Bond for the remaining Five Thousand pounds payable with Interest at Six per Cent on the fifteenth of May 1805. . . . [provided that they] obtain from the Trustees a Conveyance of Sixty thousand Acres discharged of the Mortgage and all other Incumbrances so far as the Trustees could discharge the same.⁴⁵

The report of the committee, drafted by Chief Justice Henry Allcock, recommended to Hunter that the agreement be ratified, subject to a number of conditions. First, all legal and other costs incurred in implementing the agreement were to be paid by Beasley and Erb. The "[t]rust Money is not to be loaded with any Expence whatever." Secondly, the capital "should be invested in the purchase of Three per Cent Consolidated Bank Annuities in the Names of Trustees for the benefit of the Five Nations." And thirdly, "the Deputy-Superintendent General for the Indian Department for the time being, should in the presence of such Military Officer or Officers as Your Excellency should be pleased to direct, annually distribute the Dividends among the Five Nations, in such manner as shall be found equitable . . ."⁴⁶

Hunter approved the Executive Council's recommendations on 20 May 1804. Over the course of the following three days Claus met with "the Pensilvianians" to explain the terms under which the Executive Council had ratified their agreement with Beasley, to give them a receipt for their first installment, and to take their bond for the remainder. Evidently Bricker and Erb were disappointed at Col[onel] Claus's insistence that the terms for the final payment would be extended for only one year plus one week. After the arrangements were concluded Claus reported that in "our presence there was the cause of Several disappointments, my determination was known consequently, none presumed to Make any proposals, but I heard (side ways) of Several that were intended." On finishing the business, Claus said that Bricker and Erb "appeared perfectly satisfied with all that was done."⁴⁷ However, the restriction of time forced them to come up with the necessary funds within one year. Bricker and Erb had to return to Pennsylvania and convince their co-religionists to raise enough money to complete the purchase. "Eventually the remainder of the money was raised, through

an appeal to religious sentiment as well as economic advantage."⁴⁸

When Pennsylvania Mennonite agents Daniel Erb and Jacob Erb returned to Upper Canada in the spring of 1805, they remitted their final payment for Block No.2 directly to William Claus. Claus then arranged for the Pennsylvania Mennonite syndicate to receive clear title to their purchase on 29 June 1805. He also distributed £513 "to the Chiefs of the Six Nations" on 18 September 1805, "being so much Interest in hand on the Sale of Block No.2 on the Grand River commonly known by the name of Beasley's Township."⁴⁹ Finally, he siphoned off £1,998.14.2 in expenses from the principal amount, in violation of Executive Council instructions that "the trust money is not to be loaded with any Expence [sic] whatever," and personally accompanied the remainder to England where he was supposed to purchase "Three per cent Consolidated Bank Annuities."⁵⁰

The Crown managed this, and subsequent Six Nations's land sale proceeds, in the interests of state, not in the interests of the Indians.⁵¹ It exploited the revenue potential of Indian land sales to offset the costs of colonial administration.

The Crown maintained that the management of Six Nations' lands and land sale proceeds was a political trust for which it need not account. Not until 1984 did the Supreme Court of Canada hold that the Crown is legally accountable for how it manages assets of Indian nations.⁵² In 1995 the Six Nations launched a court action seeking an accounting from the Crown - in right of Canada and in right of the Province of Ontario - of their land sales proceeds, including lands purchased by Mennonites in Block No.2.⁵³ As of the date of this writing, Canada and Ontario have failed to provide the requested accounting

Conclusion

In 1784 Governor-General Frederick Haldimand granted the Six Nations almost a million acres of lands along the Grand River in present-day Ontario, which they and their descendants were to enjoy forever. Haldimand and successive colonial administrators viewed the grant as a political trust which was to be managed in the interests of state. So long as colonial administrators viewed the Six Nations as valuable military allies, they protected the Six Nations' land base. After the ratification of Jay's Treaty on 29 April 1795, they no longer thought it necessary to preserve the Six Nations as a military force. The interests of state were now best served by sanctioning European colonization of the Six Nations' Grand River lands, for the purpose of advancing the prosperity of the province and civilizing the Six Nations. On 5 February 1798 Peter Russell, administrator of Upper Canada, agreed to confirm the sale of several tracts within Haldimand's grant. Pennsylvania Mennonites obtained a Crown grant for 60,000 acres in this Block No.2 on 29 June 1805. The money that they paid for this Crown grant was supposed to have been held in trust for the use and benefit of the Six Nations. But it was not. The Six Nations currently are seeking an accounting from the Crown of their land sales proceeds, including lands purchased by Mennonites in Block No.2. To date, Canada and Ontario have failed to provide this accounting.

Notes

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³ National Archives of Canada, RG10, Vol.27, pp.16288-91, Six Nations minutes, 18 April 1811.

⁴ National Archives of Canada, RG10, Vol.782, pp.141-44, William Claus to George Hillier, 16 November 1818.

⁵ A photographic reproduction of Haldimand's Proclamation is reproduced in F. Douglas Reville, *History of the County of Brant* (Brantford: The Hurley Printing Company, 1920), plate opposite p.34.

⁶ C.P. Lucas, ed., *Lord Durham's Report on the Affairs of British North America* (Oxford: Oxford University Press, 1912) 3 Vols., 3:57-58.

⁷ C.P. Lucas, ed., *Lord Durham's Report on the Affairs of British North America* (Oxford: Oxford University Press, 1912) 3 Vols., 3:57-58.

⁸ William L. Stone, *Life of Joseph Brant-Thayendanegea* (New York: Alexander V. Blake, 1838), 2 Vols., 2:495-96.

⁹ Charles Johnston, *The Valley of the Six Nations: A Collection of Documents on the Indian Lands of the Grand River* (Toronto: The Champlain Society for the Government of Ontario, 1964), p.xix.

¹⁰ Charles Johnston, "Joseph Brant, the Grand River Lands and the Northwest Crisis," *Ontario History* 55 (1963), pp.267-82 at p.270.

¹¹ Isabel Kelsay, *Joseph Brant, 1743-1807: Man of Two Worlds* (Syracuse: Syracuse University Press, 1984), pp.588-89.

¹² A trust is where one person (the trustee) holds a confidence, in relation to any right in property, for the benefit of another person (the beneficiary). In most trusts, the beneficiary can enforce the terms of the trust in the courts. However, in a political trust the government is the trustee and the beneficiary cannot enforce the terms of the trust in the courts. As Mr. Justice Taschereau held in *St. Catherine's Milling & Lumber Co. v. The Queen* (1887), 13 SCR 577, a political trust is "a sacred political obligation, in the execution of which the State must be free from judicial control."

¹³ E.A. Cruikshank, ed., *The Correspondence of Lieut. Governor John Graves Simcoe*, 5 Vols. (Toronto: Ontario Historical Society, 1923), 2:99-101, J.G. Simcoe to Henry Dundas, 10 November 1793; E.A. Cruikshank, ed., *The Correspondence of Peter Russell*, 3 Vols. (Toronto: Ontario Historical Society, 1932), 1:274-75, J.G. Simcoe to John King, 7 September 1797.

¹⁴ National Archives of Canada, RG10, Vol.9, pp.8996-9005, Six Nations minutes, 8 September 1795; National Archives of Canada, RG8, Vol.248, p.46, Joseph Brant to Joseph Chew, 5 March 1795; E.A. Cruikshank, ed., *The Correspondence of Peter Russell*, 3 Vols. (Toronto: Ontario Historical Society, 1932), 1:91-97, Speech of Joseph Brant, 24 November 1796.

¹⁵ E.A. Cruikshank, ed., *The Correspondence of Lieut. Governor John Graves Simcoe*, 5 Vols. (Toronto: Ontario Historical Society, 1923), 2:3-5, Duke of Portland to Peter Russell, 4 November 1797. Portland used the word "civilisation" to refer to integration of Indians into Upper Canada's deferential

society, wherein they would be taught to accept an inferior or follower role. See J.G.A. Pocock's "The Classical Theory of Deference," *American Historical Review* 81 (June 1976)3, 516-23, for a description of the type of society that Portland envisaged for Upper Canada.

¹⁶ E.A. Cruikshank, ed., *The Correspondence of Lieut. Governor John Graves Simcoe*. 5 Vols. (Toronto: Ontario Historical Society, 1926), 4:182-83, Lord Dorchester to J.G. Simcoe, 25 January 1796.

¹⁷ The earliest evidence of these collective sales is a power of attorney from the Six Nations to Joseph Brant, dated 17 May 1796, authorizing Brant to accept from Philip Stedman Jr., Richard Beasley and William Wallace the purchase money on Block No.1, Block No.2 and Block No.3, respectively: National Archives of Canada, William Wallace accession, power of attorney to Joseph Brant, 17 May 1796.

¹⁸ National Archives of Canada, MG19, F2, Vol.2, Royal Proclamation, 7 October 1763.

¹⁹ E.A. Cruikshank, ed., *The Correspondence of Peter Russell*, 3 Vols. (Toronto: Ontario Historical Society, 1932), 1:46, John White to Peter Russell, 26 September 1796.

²⁰ E.A. Cruikshank, ed., *The Correspondence of Peter Russell*, 3 Vols. (Toronto: Ontario Historical Society, 1932), 1:157-58, Robert Liston to David Shank, 28 March 1797.

²¹ E.A. Cruikshank, ed., *The Correspondence of Peter Russell*, 3 Vols. (Toronto: Ontario Historical Society, 1932), 1:296-97, Peter Russell to the Duke of Portland, 7 October 1797.

²² Public Records Office, CO42, Vol.283, ff.221-32, Six Nations minutes, 24-26 July 1797.

²³ Provincial Archives of Ontario, Microfilm of Peter Russell's Copybook of Indian Correspondence, John White and Robert Gray to Peter Russell, 17 August 1797.

²⁴ Provincial Archives of Ontario, microfilm of Peter Russell's copybook of Indian correspondence, Peter Russell to Joseph Brant, 4 October 1797.

²⁵ National Archives of Canada, RG1, E3, Vol.7, pp.9a-9c. Minutes of the Executive Council of Upper Canada, 5 February 1798.

²⁶ National Archives of Canada, RG10, Vol.26, pp.15202-03, bond signed by Richard Beasley, James Wilson and J.B. Rousseau, 10 May 1798.

²⁷ Toronto Public Library, D.W. Smith Papers, Joseph Brant to D.W. Smith, 18 April 1799.

²⁸ For a description of the historical context within which Mennonites emigrated from Pennsylvania to Upper Canada, see E. Reginald Good, *Frontier Community to Urban Congregation: History of First Mennonite Church, Kitchener, 1813-1998* (Kitchener: First Mennonite Church, 1988), pp.1-21.

²⁹ [Joseph Meyer Schneider], *Hannes Schneider and His Wife, Catharine Haus Schneider: Their Descendants and Times, 1534-1939* (Kitchener, Ontario: Miriam Helen Snyder, 1937), p.10. Jacob Bechtel subsequently established the first distillery in Block No.2. A descendant who recorded this information recalled that when his grandmother (Jacob Bechtel's daughter) related this information, "father was displeased at her mentioning it" and she "never referred to it again:" A.R. Sherk, letter to W.V. Uttley, n.d., reprinted in [Joseph Meyer Schneider], *Hannes Schneider and His Wife, Catharine Haus Schneider: Their Descendants and Times, 1534-1939* (Kitchener, Ontario: Miriam Helen Snyder, 1937), p.28.

³⁰ State Historical Society of Wisconsin, Draper Collection, Brant Manuscripts, Vol.21, File10, Joseph Brant to William Claus, 12 July 1800.

³¹ Public Records Office, CO42, Vol.324, ff.64-72, the Duke of Portland to Peter Hunter, 11 June 1799.

³² National Archives of Canada, RG8, Vol.208, p.289, Hunter's secretary, James Green, to William Claus, 17 July 1800.

³³ University of Waterloo, Special Collections, Copybook #65 for Waterloo County.

³⁴ Public Records Office, CO42, Vol.342, ff.126-31, Henry Allcock to George Shee, 14 March 1806.

³⁵ Public Records Office, CO42, Vol.342, ff.126-31, Henry Allcock to George Shee, 14 March 1806.

³⁶ State Historical Society of Wisconsin, Draper Collection, Brant Manuscripts, Vol.21, File 68-71, Six Nations minutes, [20-21 July 1800].

³⁷ Toronto Public Library, D.W. Smith Papers, Joseph Brant to D.W. Smith, 6 March 1802.

³⁸ Toronto Public Library, D.W. Smith Papers, Joseph Brant to D.W. Smith, 6 March 1802.

³⁹ Toronto Public Library, D.W. Smith Papers, Joseph Brant to D.W. Smith, 17 July 1802.

⁴⁰ National Archives of Canada, RG10, Vol.789, pp.6883-94, Six Nations minutes, 15-17 August, 1803.

⁴¹ Patrick C.T. White, ed., *Lord Selkirk's Diary 1803-1804: A Journal of His Travels in British North America and the Northeastern United States* (Toronto: University of Toronto, 1956), pp.148-49.

⁴² National Archives of Canada, RG10, Vol.26, pp.15515-16, agreement between Richard Beasley, Daniel Erb and Samuel Bricker, signed by Beasley, Erb & Bricker in presence of Robert Addison & Isaac Swayze.

⁴³ Toronto Public Library, D.W. Smith Papers, Alexander Stewart to D. W. Smith, 14 December 1803.

⁴⁴ C. Arnold Snyder, *The Relevance of Anabaptist Nonviolence for Nicaragua Today* (Akron, Pennsylvania: Mennonite Central Committee, [1984]), p.12.

⁴⁵ National Archives of Canada, RG1, E3, Vol.7, pp.49-64, "Report of a Committee of the Executive Council [of Upper Canada] on Beasley's Mortgage," 18 May 1804.

⁴⁶ National Archives of Canada, RG1, E3, Vol.7, pp.49-64, "Report of a Committee of the Executive Council [of Upper Canada] on Beasley's Mortgage," 18 May 1804.

⁴⁷ National Archives of Canada, RG10, Vol.26, 15524-25, William Claus to Henry Allcock, 29 May 1804.

⁴⁸ John English and Kenneth McLaughlin, *Kitchener: An Illustrated History* (Waterloo: Wilfrid Laurier, 1983), p.6. For a description of the beginnings of Mennonite church life in the present-day Kitchener-Waterloo area, see E. Reginald Good, *Frontier Community to Urban Congregation: History of First Mennonite Church, Kitchener, 1813-1998* (Kitchener: First Mennonite Church, 1988), pp.22-35.

⁴⁹ National Archives of Canada, RG10, Vol.1, pp.465-66, receipt for currency paid to William Claus for distribution, 18 September 1805.

⁵⁰ National Archives of Canada, Claus Papers, Vol.16, pp.143-44, "Sir John Johnson Bart. in acc[oun]t with William Claus Esq. for monies received for the use of the Six Nations Indians," 20 September 1806; National Archives of Canada, RG1, E3, Vol.7, 49-64, "Report of a Committee of the Executive Council on Beasley's Mortgage," 18 May 1804.

⁵¹ Six Nations' "funds, lands and natural resources" were appropriated, for example, to build the Grand River Navigation Company: Bruce Hill, in "The Grand River Navigation Company and the Six Nations Indians," *Ontario History* 63(1971)1, pp.31-40, at p.40.

⁵² *Guerin v. R.* [1984]2 S.C.R. 335.

⁵³ "Amended Statement of Claim, between the Six Nations of the Grand River Band of Indians and the Attorney General of Canada and Her Majesty the Queen in Right of Ontario," Ontario Court of Justice, General Division, Brantford, Ontario, file no. 406/95, 26 April 1995.