An Historical Analysis of the Saginaw, Black River and Swan Creek Chippewa Treaties of 1855 and 1864

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Purpose and Origins of this Report

I was asked to review the historical record related to the Saginaw, Black River, and Swan Creek and Chippewa treaties of 1855\textsuperscript{1} and 1864\textsuperscript{2} and produce a report relating the historical background and meaning of those treaties. In producing this report, special attention was given to the status of the lands set aside for Indian allotments in both treaties. The intent of the federal treaty commissioners, as well as that of the Indian negotiators, was considered in reaching the findings and conclusions set out in this report. The negotiations surrounding the earlier Chippewa treaties leading up to the two treaties at the center of this report were also examined, as those events help explain the relationship between the Indian negotiators and the federal representatives in the 1855 and 1864 treaties.

In this report, I sought to answer the following questions:

- What was the federal government’s intent in negotiating the Saginaw, Black River and Swan Creek Chippewa treaties of 1855 and 1864?
- How did the bands signatory to the 1855 and 1864 treaties understand the allotment provisions of those treaties?
- What was the federal treaty commissioners’ intent in including the allotment provisions of the 1855 and 1864 treaties?
- Did either the 1855 or 1864 treaty create a reservation land base to be held in trust for the signatory bands beyond the time at which the lands identified in the treaty were allotted to the Indians according to these treaties?

\textsuperscript{1} Treaty With the Chippewa, 1855, 11 Stat. 633. 2 August 1855.
\textsuperscript{2} Treaty With the Chippewa, 1864, 14 Stats. 637, 18 October 1864.
Opinions and Basic Findings

As a result of my research and review of the historical record surrounding the Saginaw, Swan Creek and Black River Chippewa treaties of 1855 and of 1864, I have formed the following opinions:

- The Chippewas involved in these treaties, and the early treaties leading up to the 1855 and 1864 treaties, were active agents in directing the treaty process, treaty negotiations, and the outcome of each treaty. They were skilled negotiators and realized in each of these treaties the best possible outcome given their economic and political position at the time of the treaties.

- While the Saginaw, Swan Creek and Black River Chippewas resisted in varying degrees the transition from a hunting, fishing and gathering economy to a more sedentary, agrarian-based existence, by the 1830s they realized that it was in their best interests to seek better terms on which to remain within the Michigan Territory, and later the State of Michigan.

- The Saginaw, Swan Creek and Black River Chippewas were victims of the unforeseen economic crisis in 1837, and soon thereafter worked with the Indian office to facilitate land sales according to earlier treaties. As Indian policy shifted away from removal in the early 1840s and 1850s, they acted to construct deals with the federal government which would allow them to remain in Michigan on their own terms.

- The Saginaw, Swan Creek and Black River Chippewas negotiated a treaty in 1855 by which they would have access to selected lands in severalty in Isabella County, Michigan.

- Noticing that they had not included provisions for lands in severalty for their children in the 1855 treaty, the same Chippewas approached the government in 1864 to negotiate a new treaty that would provide lands in severalty to individuals not provided allotments under the 1855 treaty. Lands for those allotments were to come from lands then not legally entered, but within the original six townships withdrawn from sale according to the 1855 treaty.

- The Saginaw, Swan Creek and Black River Chippewas were frustrated at the length of time it took to obtain patents to the lands promised them by the 1855 and later 1864 treaties.

- At no time did the Saginaw, Swan Creek and Black River Chippewas express a desire, or an understanding, that lands withdrawn from sale according to the terms of the 1855 treaty were to be held in common by or for them, nor did they understand that the 1864 treaty established a reservation to be held in common by or for them or their descendants.
The single most pressing interest apparent among those individual Indians owed land allotments by the 1855 and 1864 treaties was to have the patents issued to them in fee simple at the earliest opportunity.

Early Saginaw Chippewa Relations with the Federal Government in the Old Northwest

Chippewa Indians\(^3\) inhabited the Saginaw Bay region of east-central Michigan since at least 1723. The early Chippewas shared the resources of the area with Ottawas who were already living in the region, pre-dating the Chippewas by some time. By 1737, several Chippewa settlements extended further north to the Aux Sables River region along the Huron shore in what would become the state of Michigan. By mid-century, however, the Ottawas had begun a gradual western migration, ultimately taking up residence along the eastern shores of Lake Michigan.\(^4\) In tandem with that Ottawa migration and continuing over the next hundred or so years, Chippewa settlements expanded as they established themselves as regular residents along the western shores of Lake Huron.\(^5\)

The earliest clear identification of the Saginaw Chippewas as a distinct political unit dates at least to 1764 when a visiting white explorer, hunter, and trapper noted that “a band of Indians from the Bay of Sanguenaum” arrived at Michilimakinac in early May of that year.\(^6\) Subsequent reports of Chippewa Indians along the western shores of Lake Huron also suggest that by the 1760s, and certainly by the onset of the American Revolution, the Saginaws existed

\(^3\) I use the term Chippewa rather than Ojibwe or Ojibwa as it is the name currently or most recently used by most of the bands referred to here as part of their officially recognized names. See United States, Department of the Interior, Part IV, Federal Register, Vol. 67, no. 134, Friday, July 12, 2002, “Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs;” Notice, 46328-46333. Available from http://www.census.gov/pubinfo/www/FRN02.pdf, accessed 12 May 2006.


as a distinct political unit inhabiting and occupying the Saginaw Bay watershed. There they
found themselves in the middle of a grand European struggle for control of North America—the
French and Indian War. Economically allied to the French through their fur trading activity, the
Saginaws took part in military action against the British, although by the end of the French and
Indian War they soon cast aside their animosity toward the British in the hopes of a more
peaceful future. But peace did not come easily, especially since after the French and Indian War
French individual traders competed with the British regime for Indian alliances. The Saginaws
were caught in the middle of that economic struggle as well. In these conflicts they took action,
both individually and collectively, to define and protect their lands. Such was the case in 1767
when two Saginaw Chippewas attacked and killed an indentured servant, who, as it turned out,
had repeatedly threatened and attacked the Indians. While the two Saginaws had engaged this
attack without the general support of their band, the crisis increased in scope following their
arrest when Indian leaders complained openly about the Crown enforcing British laws upon the
Saginaws. The complaints soon evolved into a larger assault on British traders in the Ohio River
region. The British ultimately put the matter to rest by releasing the two Saginaws and doing
nothing about the Ohio River attacks.

By the start of the Revolutionary War, the Saginaws made their peace with the British
and supported British military action against the rebelling colonists in the Great Lakes region.
Remaining loyal to the British through the American Revolution and even through the War of
1812, the Saginaws were clearly both military and political leaders in the Upper Great Lakes

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7 Richard White, *The Middle Ground: Indians, Empires and Republics in the Great Lakes Region, 1650-1815* (New
8 White, *The Middle Ground*, 302.
9 White, *The Middle Ground*, 348.
10 White, *The Middle Ground*, 367.
region. Following the Battle of Fallen Timbers, they were, according to the noted historian Helen Hornbeck Tanner, influential in the 1795 Greenville Treaty. The Chippewa leaders Massas and Mashipinashiwish, likely Saginaws, were outspoken negotiators and influential representatives at Greenville.\textsuperscript{11} The Greenville negotiations and subsequent treaty are significant in that they not only provide an early recognition of Indian title in the region, but that they also show the political place of Chippewas in the upper Great Lakes region at the time. By the Treaty of Greenville, the Chippewas effectively recognized limitations on their lands in that, when or if the time came to dispose of their lands, those lands could only be sold to the to the Untied States.

At Greenville, they agreed

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\ldots \text{when those tribes, or any of them, shall be disposed to sell their lands, or any part of them, they are to be sold only to the United States; and until such sale, the United States will protect all the said Indian tribes in the quiet enjoyment of their lands against all citizens of the United States, and against all other white persons who intrude upon the same. And the said Indian tribes again acknowledge themselves to be under the protection of the said United States and no other power whatever.}\textsuperscript{12}
\]

But the Greenville treaty did not at all define any clear alliance between the United States and the Saginaws. Indeed, the British remained in favor with the Saginaws so much so that during the War of 1812 a significant source of resistance to the Americans in the Old Northwest came from the Chippewas in Michigan. Anti-American sentiment remained strong among the Saginaws in the region to be sure.\textsuperscript{13}

But the Chippweas’ anti-American sentiment was tempered on a case-by-case basis and according to the Indians’ immediate needs. Following the Greenville Treaty, for example, and in

\begin{footnotes}
\item[12] Treaty with the Wyandot, etc., 1795. 7 Stat. 49., 3 August 1795.
\end{footnotes}
the wake of American settlers moving into the region, the Swan Creek and Black River bands of Chippewas near the northeastern corner of Lake Erie petitioned the federal government to allow them to rent their lands to local white settlers with whom they were friendly. This tacit challenge to the terms of the Greenville Treaty also demonstrates the Chippewas’ knowledge of the value of lands. They desired to gain revenues from the lands they leased or rented to local settlers. In stating their case, they explained that

we found no other alterations to gain a subsistence but to rent our lands to white people to labour; out of the whites we made choice of three of our brethren with whom we have for a long time been on the most friendly footing, and who for many years past have often relieved us from distress, to these three we have rented part of our lands, for which we are to receive an annual payment in the necessaries of life, as will appear by their agreement with us which we now shew you, besides our enjoying every use of said land that we ever before have done.14

They clearly understood that the lands on which they resided were of value to settlers moving into the region, and that they were in control of those lands and could make decisions concerning the use and maintenance of their lands. The petition also recognized American sovereignty in the region, resulting in part from the Chippewas’ part in the Greenville Treaty.

By the end of the century the Swan Creek and Black River Chippewas living in the regions south of Saginaw Bay, closer to Lake St. Clair, realized that their lands were becoming less and less productive in terms of hunting and trapping. As a result, they became proactive in turning their land into an ongoing means of financial subsistence by renting their lands no longer valuable for hunting and trapping to white settlers who were more interested in, and successful at, agrarian activities. The late-century policies of George Washington and Henry Knox focused on taking advantage of diminishing land productivity and land values for Indian hunters and

gatherers was having a direct effect on Indian people in southeastern Michigan by 1800.\textsuperscript{15} As a result, the Indians made a conscious decision in response to such pressures and changing land use patterns to utilize the land they controlled to the best possible economic end. In the case of both the Swan Creek and Black River Chippewas, it meant renting their lands to selected members of the newly arriving white population. They made a conscious and calculated decision regarding the use their lands. In doing so they took action to stabilize, if not improve, their condition. The leaders who forwarded the appeal for assistance were knowledgeable, rational, calculating managers of the resources available to them.

Chippewas in the region between Lake St. Clair and Saginaw Bay continued to do whatever they could to protect and improve their stake in the region in the first decades of the nineteenth century. To that end, following the establishment of the Michigan Territory in 1805, the Chippewas of Saginaw Bay, Swan Creek and Black River, all of whom occupied the area between Lake St. Clair and the Saginaw Bay watershed, along with the Pottawatomis and Wyandots also living in the area, gathered at Detroit in 1807 to exact a treaty with the United States—the only treaty the United States concluded in that year. The geographical division between lands used by the Swan Creek and Black River bands, and that of the Saginaw Indians, nearly, but not exactly, traced the northern angled boundary of the 1807 treaty cession (see Figure 1). While the Saginaws located themselves at various times of the year along the rivers draining into Saginaw Bay, especially along the southern and inner western shores of the bay, the Black River people located their villages further to the south in the region between Lake St. Clair and the southeastern corner of Lake Huron. The villages of the Swan Creek band dotted the northern and western shores of Lake St. Clair. The 1807 treaty ultimately ceded the southeastern

portion of what is today Michigan, a cession consisting of just over five and a half million acres (see Royce Area 66, Figure 1). In exchange for the cession, the Chippewas were to receive annuities and defined reservations according, if then possible, to commonly surveyed boundaries. The treaty also intended to provide the Indians party to it with assistance in converting their combined economy to agriculture. While the seventeen Chippewas who signed the 1807 treaty did so without documenting their band affiliation, it is clear from the location of reserves and proximate villages, that the Saginaws, as well as the Black River and Swan Creek, people had come together to negotiate the land cession (see Figure 2).

Exact population figures for the Chippewas of southeastern Michigan in this period are difficult to determine because of the dynamic demographics brought about by continued British loyalties and migrations to and from Canada in the years leading up to and following the War of 1812, as well as the cyclical nature of Chippewa life in the period. It is clear, however, that there were at least twenty distinct villages of the Saginaw, Swan Creek, and Black River bands at the beginning of the nineteenth century (see Figure 2). Those villages were not occupied year-round, but rather served as meeting places during the spring sugaring and planting seasons. They may have only been occupied a few months out of the year, but nonetheless provided a time and a place for coming together.

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16 Treaty with the Ottawa, Etc., 1807. 7 Stat., 105, 17 November 1807.
Figure 1. 1807 Chippewa Land Cession, Royce Area 66.¹⁸

Figure 2. Indian Villages in Michigan circa 1810.\textsuperscript{19}

\textsuperscript{19} From Tanner, \textit{Atlas of Great Lakes Indian History}, 1987, 98-99.
The War of 1812 and Its Aftermath

The Michigan Territory was separated from the Indiana Territory in 1805, but territorial development was slowed by the War of 1812. The reservations promised by Article 6 of the 1807 treaty were not surveyed until well after the War of 1812. In fact, the reservations promised by the 1807 treaty were not laid until after the 1819 treaty. But the war, and the uncertain future of the region resulting from the conflict, effectively stopped any settlement pressure in the region until hostilities between the United States and Great Britain ended in early 1814. It was not until after the war that the Michigan Territory could really begin the business of marketing itself to a rapidly growing nation of land-hungry settlers. That experience both coincided with and was driven by the new Territorial Governor, Lewis Cass. President James Madison’s appointment of Cass as the Governor of the Michigan Territory in 1813 marked a turning point for both white settlers interested in the land and resources of the region and the Indian inhabitants of the territory. As much as anything, Cass wanted to demonstrate American sovereignty in the region while also exploring the resource potential of the new territory.

Cass faced an uphill battle in the former of these tasks as the Saginaw Chippewas continued in their loyalty to the British through the War of 1812. For some time, the Saginaws had been considered “a notoriously turbulent band of Chippewas,” and that reputation did not evaporate with the coming of the Americans. They remained as staunchly loyal to the British as they were anti-American in the years before, during, and after the War of 1812. Following the

20 Treaty with the Ottawa, etc., 1807. 7 Stat., 105, 17 November 1807.
22 Cleland, Rites of Conquest, 181.
war, and fearful of reprisals against them as a result of their British loyalties, the Saginaw Chippewas remained openly hostile to American settlers and suspicious of federal agents in the region. It appears that the much smaller Swan Creek and Black River bands, on the other hand, retained their loyalties to the British more as the result of their proximity to the Crown just across Lake St. Clair and the Detroit River in Upper Canada.

American pressure increased to survey and open the region, especially the eastern-most regions of the territory, after 1815. The business of surveying portions of Michigan’s lower peninsula began in 1818 and land sales in the 1807 ceded territory began shortly thereafter. Before surveys and lands sales could be realized further north in the Saginaw Bay watershed, however, Cass knew that another land cession deal had to be struck with the Chippewas. The Governor was well aware of the treaty-making process, and kept himself informed of attitudes and conditions related to Indian affairs.


Figure 3. Indian Villages in Southern Michigan. Circa 1830.27

The Saginaw Treaty of 1819

As in much of the Old Northwest, the post-war period was an especially dynamic time for the Indian people living on and near Saginaw Bay and Lake St. Clair. The fur trade remained central to the economy of the area and the Chippewas remained protective of their lands and resources. In mid-September 1819, several thousand Chippewas gathered at Saginaw City in a substantial treaty council to listen to what the federal treaty commissioner, Lewis Cass, had to tell them. The Saginaw representatives at first did not want to cede their land (the area north of the 1807 cession) to the federal government. It was not until Cass promised to the Chippewas several reservations at their usual gathering places that he ultimately obtained their consent to the terms of the treaty. Evident at the Saginaw gathering was a defiant attitude regarding further land cessions, and the desire to obtain as large a protected and defined reservation land base as possible. The land was still of great value for its fur and game resources, and they had little economic need, incentive, or desire to depart the region in 1819. In addition to the larger reservation tracts set aside in Article 3 of the treaty, the 1819 treaty also provided usufructuary rights on single section parcels to individual Indian and mixed-blood relatives of the signatories.

The 1819 treaty negotiations witnessed a significant number, likely in the thousands, of Indians present. Amidst an early defiant mood, and to help facilitate the deal, among the demands made of Cass to satisfy the large Indian contingent was a request for over six hundred gallons of

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whiskey.\textsuperscript{30} Apparently, according to one eyewitness to the 1819 negotiations, Cass withheld the whiskey until the negotiations were complete. Louis Campeau, a long-time resident of Saginaw, then a trader at Detroit, and certainly not a disinterested party in the 1819 treaty, reported that the Indians became drunk after the treaty was signed. Campeau himself also provided the Indians with alcohol after the treaty was signed.\textsuperscript{31} Regardless of the method or extent of Cass’ use of alcohol at the 1819 treaty, it remains clear that the Indian negotiators were able to put sufficient pressure on the treaty commissioner to get what they wanted out of the deal. “Their own wishes unquestionably were,” wrote Cass, “that the whole sum stipulated to be annually paid to them should be paid in specie.”\textsuperscript{32} The Indians involved in 1819 understood the value of the annuity payments they were to receive from the treaty, and made those demands clearly known to the commissioner.\textsuperscript{33} Very soon after the 1819 treaty, clearly by the early 1820s, the Chippewa bands began experiencing trouble in making a living on the lands reserved to them by the treaty. Hunting over the ceded territory after 1819 did not make up the difference, and their condition gradually worsened.


\textsuperscript{31} Peters, “Hypocrisy on the Great Lakes Frontier,” 4; Barnett, “Land for Family and Friends; 35. Peters alleges that Cass implied he had used alcohol to coerce the 1819 cession. Peters’ allegation comes from Cass’ explaining that “some considerations more obvious in its effects & more congenial to their habits was necessary to insure a successful termination to their negotiations.” In reality, however, this quote is taken out of context in the Peters’ article. The entire quote reads: “That portion of the Chippewa Indians that owned this land, have not made the necessary advances in civilization to appreciate the importance of education for their youth. It was therefore hopeless to expect from them any reservations for this object, or to offer it as an inducement for a cession of their Country. Some considerations more obvious in its effects & more congenial to their habits was necessary to insure a successful termination to their negotiations.” Specifically, Cass was writing about his need to uphold the hunting and fishing rights clause of the Greenville treaty, which is more consistent with Indians who had “made the necessary advances in civilization.”

\textsuperscript{32} Cass to Calhoun, 30 September 1819, BIA, NAM, RG 75, T494 (Documents Relating to the Negotiation of Ratified and Unratified Treaties With Various Indian Tribes) R. 1.

\textsuperscript{33} Cass to Calhoun, 30 September 1819, BIA, NAM, RG 75, T494 (Documents Relating to the Negotiation of Ratified and Unratified Treaties With Various Indian Tribes) R. 1.
Unlike the Black River people to the south, further north at Saginaw there is less evidence that the Indians were willing and interested in adapting to the changing environment brought on by newcomer arrivals in the area. Nonetheless, the Saginaws made rational decisions regarding their future in the rapidly changing environment of Michigan’s lower peninsula in the 1820s and early 1830s. And they did so on their own terms. Again, they were proactive, taking action as they felt was best to serve their own interests. The Saginaw Chippewas were not immediately interested in farming or otherwise settling according to the patterns of white residents, or Indians of the Black River band—on surveyed tracts of land. The Saginaw Band actively resisted the establishment of a Methodist mission near present-day Saginaw City. The mission’s presence would have accelerated the adoption of farming and static settlement among the group. It is clear that the Saginaws were not yet ready to make that change. While some may have wanted access to agricultural assistance, few among the Saginaw Chippewas were interested in schools or missions in the 1820s. Only time and the new demographic realities of Michigan’s lower peninsula would change that.

The Swan Creek and Black River Treaty of 1836

As a precursor to the Saginaw experience, by late 1835, the Swan Creek people made clear that they were interested in selling their 1819 reservation lands in the hopes of moving out of the way of the encroaching white population. The Indians knew their best chance for passing land on to their heirs was to have a specific tract set aside for each band member—land they could own, farm, and to which they could attach their name. They were far less interested at the

time in living on a larger reservation or reservations which would have been held in trust for them by the government. The Swan Creek band’s desires seemed to fit perfectly with the developing Indian land policy of the time. During the 1830s, and as a direct result of the newly adopted formal policy of removal, there was an effort to move the Saginaw, Black River, and Swan Creek Indians to lands west of the Mississippi River. Aware of these efforts, and as a result of the continued productivity of the fur trade in the region proximate to Saginaw Bay, the Saginaw band remained in direct opposition to American traders and surveyors. But pressure on the resources of the region increased in the years after the War of 1812. The result was that northward migrations of more southerly Chippewas who were displaced by newcomer settlements further south and east also increased pressures on resources in the area between Lake St. Clair and Saginaw Bay. In response to increasing settlement pressure, by both Indian and newcomer emigrants to the region, members or factions within the Swan Creek and Black River bands appeared predisposed to selling the reservations which were set aside by the 1807 treaty. According to correspondence between Henry Connor and Henry Schoolcraft, the agent at Detroit,

Ashi-tan-a-quit says they will sell their reserve at Swan Creek under these conditions. $1000 to himself, two yoke of oxen, four good milch cows, two good draft horses, and good breeding mare, the balance of money to be paid to the tribe, after making the following reservations; to east; out of 40 acres in the south west side of Swan Creek, at the mouth or near it, including Ne-Naw-se-chaws improvement, another above the bridge of the river of 40 acres, and 640 acres at the forks where we have a sawmill erecting. The cattle and oxen above mentioned, are to be equipped with chains, plow, harrow, Waggon and harness, and the balance of the money is to be given to the tribe. We ask one dollar per acre, the land being of the first quality. I also implore the assistance of our Father

35 Tanner, Atlas of Great Lakes Indian History, 133-35.
to furnish nails and hinges to build me a barn and a house on Salt Creek point reserve. \(^{36}\)

In addition to Ashi-tan-a-quit’s request for compensation for the lands he proposed to sell, he forwarded through his sub-agent a plea to Washington that he be allowed through this process to remain on the Salt Creek reserve. “My father’s bones were deposited there,” he explained, “I am determined to raise my family there. As I was left heir by my father, I am determined to leave my children heirs also, in the same way.” \(^{37}\)

Speaking on behalf of the Chippewas near Lake St. Clair, Ashi-tan-a-qui, or “Clear Sky,” explained that the Black River band was also interested in selling their reservation to “get out of the way of white inhabitants.” Specifically, wanted an arrangement by which his people were willing to sell reservations:

> We want to make two smaller reservations, and as for price we want one dollar per acre, it all being first rate land and with this express understanding, to have the privilege of locating ourselves by purchasing land of the Government out of reach of the white inhabitants: we are all agreed to the above." \(^{38}\)

The main complaint of the Chippewas at the time was that “the whites, as soon as we leave our reserve, steal our best timber and we have no redress, for the want of some person to take care of it for us; and for this reason we want to dispose of it.” \(^{39}\) In response to an encroaching white population, the Chippewas moved in a calculated and rational way to protect and improve their situation, even if that meant migrating to new lands further north, or even, as soon as it became an option, land west of the Mississippi River. They were also willing to purchase the land they

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\(^{36}\) Quoted in Henry Connor to Henry R. Schoolcraft, 24 October 1835, Records of the Bureau of Indian Affairs, (hereafter BIA), National Archives Microfilm (hereafter NAM), Record Group (RG) 75, Records of the Michigan Superintendency and Mackinac Agency (hereafter M1), Reel (R.) 36, frame (f.) 261-264, 267.


\(^{38}\) Quoted in Henry Connor to Henry R. Schoolcraft, 24 October 1835, BIA, NAM, RG 75, M1, R. 36, f. 261-264, 267.

\(^{39}\) Quoted in Henry Connor to Henry R. Schoolcraft, 24 October 1835, BIA, NAM, RG 75,M1, R. 36, f. 261-264, 267.
required in this move, and set out a plan by which they would sell their current reservation base to gain the needed revenue. They knew that their reservation land was a commodity in which the white population was interested. In making these petitions, they demonstrated knowledge of the market economy as it related to land sales in Michigan’s lower peninsula at the time. Rather than allowing themselves to be victims of unscrupulous white settlers, they instead chose to be agents of their own fate, petitioning the government for an exchange of lands more amenable to their immediate and future needs.

In the spring of 1836, an amalgamated Swan Creek and Black River delegation headed to Washington to make the sale. The Indian Office advanced the travel costs. The result was a treaty through which the Swan Creek and Black River bands passed their reservations in Michigan back to the federal government for sale. In part, the text of the treaty reads

The Swan-creek and Black-river bands of Chippewas cede to the United States the following tracts, namely:

One tract of three miles square, or five thousand seven hundred and sixty acres on Swan-creek of Lake St. Clair: One tract of one section and three quarters near Salt creek of said lake: One tract of one-fourth of a section at the mouth of the river Au Vaseau contiguous to the preceding cession: and one tract of two sections near the mouth of Black-river of the river St. Clair, estimated to contain, in the aggregate, eight thousand three hundred and twenty acres, be the same more or less.40

The 1836 treaty was an instrument that contemplated the removal of the signatory Indians, effectively providing for an exchange of lands in Michigan for land to be selected west of the Mississippi River. The third article of the same treaty provided for “…eight thousand three hundred and twenty acres or thirteen sections of land, west of the Mississippi or northwest of St. Anthony's Falls, to be located by an agent or officer of the Government, and the evidence of such

40 Art. 1, Treaty With the Chippewa, 1836, 7 Stat. 503, 9 May 1836.
Further, the United States agreed to hold for sale the reservation lands ceded by the treaty and pass the proceeds of those lands sales on to the Swan Creek and Black River Bands.

In consideration of the foregoing cessions, the United States agree to pay to the said Indians the net proceeds of the sale thereof, after deducting the cost of survey and sale and the contingent expenses attending the treaty. The lands shall be surveyed and offered for sale in the usual manner, at the land office in Detroit, as soon as practicable after the ratification of this treaty. A special account shall be kept at the Treasury of the amount of the sales of the said lands, and after deducting therefrom the sums hereafter stipulated, to be advanced by the United States, ten thousand dollars shall be retained by the Treasury, and shall be paid to the said Indians in annuities of one thousand dollars a year for ten years; and the residue of the fund shall be vested by the Secretary of the Treasury in the purchase of some State stock, the interest of which shall be annually paid to the said Indians like other annuities: Provided, That if at any time hereafter the said Indians shall desire to have the said stock sold, and the proceeds paid over to them, the same may be done, if the President and Senate consent thereto.⁴²

The treaty seemed at the outset beneficial to both parties. The Chippewas were to receive not merely lands west of the Mississippi in exchange for their Michigan reservations, but the profits from the sale of their Michigan lands as well. Land sales were booming in Michigan at the time and both parties to the treaty hoped for the best in concluding the deal. Ashi-tan-a-qui, or Esh-ton-o-quot, the earlier petitioner, was the first to sign the treaty.

The result of the 1836 treaty, however, did not exactly follow as the Indian Office or the signatory Indians would have liked. Many of the Indians who were unhappy with the lands set aside for them in the west moved instead to Canada—the direct result of generations of pro-British sentiment among the Swan Creek and Black River Chippewas. The sale of Saginaw lands resulting from the 1836 treaty suffered greatly from the nationwide economic crisis emerging in 1837. While Michigan land sales were booming in 1835 and 1836, the bottom

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⁴¹ Art. 4, Treaty With the Chippewa, 1836, 7 Stat. 503, 9 May 1836.
⁴² Art 2, Treaty With the Chippewa, 1836, 7 Stat. 503, 9 May 1836.
dropped out of the land market and sales plummeted as a result of an unforeseen economic crisis—the “Panic of 1837.” The timing could not have been worse for the Swan Creek and Black River people as their land came on the market in Michigan just as land sales in the territory nearly evaporated completely.

The 1837-38 Saginaw Treaties

The Senate had rejected an agreement negotiated with the Saginaw Chippewas in 1836 and they were soon ready to talk again with federal negotiators. As a result, the Saginaw Chippewas met for a second time in as many years in Detroit in early 1837. The treaty commissioner, Henry Rowe Schoolcraft, was confident, however, that this time he could secure the purchase of the 1819 Saginaw reserves inexpensively and work out a deal similar to the Swan Creek and Black River treaty of the previous spring. “I believe that a purchase of their reservation can be made in more advantageous terms at this time….” An Andrew Jackson appointee, Commissioner of Indian Affairs Carey Allen Harris urged Schoolcraft to complete the treaty as soon as possible. Harris was unsure of why the previous attempt earlier in the year before he had taken office had been rejected by the Senate, but nonetheless felt it unnecessary to provide additional or more substantive guidance to Schoolcraft. Harris trusted Schoolcraft to negotiate the final purchase of the Saginaw lands. The main trouble appeared to be that the

44 Williams to Schoolcraft, 23 July 1836, BIA, NAM, RG 75, M1, R. 41, f. 99, 102.
45 Schoolcraft to Harris, 15 September 1836, BIA, NAM, RG 75, M1, R. 37, f. 29.
46 Ronald N. Satz, Carey Allen Harris, 1836-1838,” in Robert M. Kvasnicka and Herman J. Viola, eds., The Commissioners of Indian Affairs, 1824-1977 (Lincoln: University of Nebraska Press, 1979), 17.
47 Harris to Schoolcraft, 30 September 1836, BIA, NAM, RG 75, M1, R. 41, f, 282 – 283.
removal terms or procedures set out in the failed 1836 negotiations were not specific or concrete enough for the Senate to ratify the document.

As in the past, the Saginaws were capable negotiators. They urged Schoolcraft not to allow any unwelcome white visitors to the treaty process, and threatened to terminate the negotiations should such visitors turn up.\(^{48}\) It is clear from the 1837 negotiations and particulars of the treaty that the Saginaws were an independent people, and acted to direct the treaty as best they could, especially when it came to land control and future homes for the band’s population. What is also clear through an examination of the 1837 Saginaw treaty is that the Saginaws were now acting in concert with the Swan Creek and Black River People. At least two of the signatories to the 9 May 1836 Swan Creek and Black River Chippewa treaty were also party to the 14 January 1837 Saginaw treaty.\(^{49}\)

Two days after the treaty was concluded and signed in Detroit, Schoolcraft wrote to Harris and explained how the tribe had agreed to cede their entire reservation land base, reserving the right to live on two small parcels of that land for up to five years while removal plans were solidified. Further, the tribe was to receive the proceeds from the sale of their reservation lands, not unlike the Swan Creek and Black river arrangement, after expenses were deducted for surveying and selling the land. The Chippewas further wanted to “provide out of their own funds for the purchase of a tract of land, without the limits of the State for their future

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\(^{48}\) [Saginaw Chiefs] to Schoolcraft, 9 January 1837, BIA, NAM, M1, R. 42, f. 19; 22.

\(^{49}\) See Treaty With the Chippewa, 1836, 7 Stat. 503, 9 May 1836 and Treaty With the Chippewa, 1837, 7 Stat. 528, 14 January 1837. Two of the signatories to the 1836 document, Esh-ton-o-quot and Nay Gee-zhig were also party to the 1837 treaty as Etowanaquot and Nawa Geezhig. While the spellings of the Indian names are not an exact match between the two treaties, these names were rendered phonetically by the treaty secretary. Given that there were two different treaty secretaries for these two treaties, and their style of transcribing the names, it is clear that these individuals were involved in both the 1836 Swan Creek and Black River treaty, and the Saginaw treaty of 1837, evidence that the Saginaw, Swan Creek and Black River people were acting in concert by 1837.
permanent residence, and for the expense of their removal thereto.”50 The Saginaws took it upon themselves to secure a “permanent residence” by setting aside money to purchase lands. But execution of the 14 January treaty did not go smoothly, owing in part to the financial crisis facing the nation, in part to the problems faced in selecting western lands, and surely in part more immediate concerns among the Chippewas in the Saginaw Bay watershed.

According the treaty, the United States essentially became a broker through which the ceded Saginaw lands would be sold. Goods and services required by the Saginaws would be mortgaged against future land sales.51 The reserves they ceded to the federal government by the treaty, like the 1836 Swan Creek and Black River lands, would be sold for the benefit of the Indians, their needs, and their future. In early March 1837, Lucius Lyons, who had been present at the 1836 Swan Creek and Black River treaty, wrote to Schoolcraft explaining that the Senate had postponed debate on the treaty. Specifically, the Committee on Indian Affairs was “unanimous in reporting against it” because “the treaty did not provide a place for the Indians to remove to west of the Mississippi within some limited time.” Rather than scuttle the negotiations outright, however, Lyons suggested that a new, more specific removal article could be drafted and presented to the Committee in the following session.52 Later that month, Harris informed Schoolcraft that monies would be made available to send a delegation of Saginaws west of the Mississippi to evaluate possible venues for their relocation in the hopes of clarifying the removal component of the treaty.53 When Schoolcraft broached the idea of more imminent move to lands west of the Mississippi, suggesting that if there was any chance of abbreviating

50 Schoolcraft to Harris, 16 January 1837, BIA, NAM, RG 75, M1, R. 37.
51 Treaty With the Chippewa, 1837, 7 Stat. 528, 14 January 1837.
52 Lyons to Schoolcraft, 3 March 1837, BIA, NAM, RG 75, M1, R. 42, f 203; 206.
53 Harris to Schoolcraft, 22 March 1837, BIA, NAM, RG 75, M21, R. 21; Harris to Schoolcraft, 3 April 1837, BIA, NAM, RG 75, R. 42, f. 311–312; and 314.
their stay in Michigan, a delegation should be sent west as soon as possible.54 Jeremiah Riggs informed Schoolcraft in early May that a Swan Creek and Black River delegation of Chiefs Francis Maconse, Southbird and Sprakin were ready to explore the area of what is today eastern Kansas as a possible new home for the Indians.55 Some Saginaws accompanied the expedition.

But the post-exploratory report of the Kansas country was not positive. The western prairie simply did not possess the flora and fauna to which the Saginaw band was accustomed. Albert Smith, who led an expedition of Saginaws west of the Mississippi provided Commissioner Harris with a frank and honest assessment of what the Indians saw. In short, the treeless, dry prairie would not, it appeared, suit the Chippewas’ needs.56 At nearly the same time, news arrived that there were troubles with the Swan Creek and Black River Bands’ land selections in the west as well. Reverend Isaac McCoy explained to Commissioner Harris that the Swan Creek and Black River Bands have been given bad advice by “white men” as they prepared to select the thirteen sections promised them by the 1836 treaty.57 At the same time, McCoy was in the process of trying to convince the Saginaw visitors that the lands available to them would be an appealing mix of “woodland and prairie.”58 The Saginaws, apparently, could not see the Kansas “woodland” amidst the expanse of the Kansas prairie. And as if the reality of Kansas was not grim enough for the Saginaws, other conditions back in Michigan were making matters worse for the Indians who remained behind. A smallpox epidemic raged through much

54 Schoolcraft to Harris, 13 May 1837, BIA, NAM RG 75, M234 (Letters Received by the Bureau of Indian Affairs), R. 745.
56 Smith to Harris, 2 October 1837, BIA, NAM, RG 75, M234, R. 745.
57 McCoy to Harris, 6 September 1837, BIA, NAM, RG 75, M 1, R. 43, f. 161-162.
58 McCoy to Saginaw Chiefs, 6 September 1837, BIA, NAM, RG 75, M1, R. 43, f. 161–162.
of the Saginaw Bay basin in 1837.\textsuperscript{59} Far worse than the cholera epidemic that hit the same region in 1834, by the fall of 1837 Chippewas in the Saginaw Bay basin were dying at an alarming rate.\textsuperscript{60} In the end, Maconce led only a small faction to new lands in Kansas.

In an effort to remain and survive in Michigan, some Saginaws, effectively landless in the state after the 1837 treaty, and with land sales stagnant, began buying land individually. Others, it appears, were convinced to settle near the emerging Methodist and Lutheran missions in the hopes of avoiding removal. Despite subsequent revisions to the provisions of the 1837 treaty in January 1838 and again in the early 1839, the Saginaws found themselves remaining in Michigan having neither made selections in the west, nor possessing the money that was supposed to be generated from land sales to purchase the selections had they been made.

The January 1837 treaty was revised by yet another treaty with the Saginaws in December 1837. The 20 December treaty allowed the federal government to retain a part of the revenues generated by land sales from the 1837 ceded territory. That money would be used help in the western emigration process when the Indians were ready to move. The December treaty also abrogated that portion of the January 1837 treaty that withheld monies from land sales for the purchase of goods and services for the Indians.\textsuperscript{61}

But just over a month later, on 23 January 1838, the Saginaws met yet again with Schoolcraft to try and fix the original deal so that Saginaw lands could be sold in the current Michigan land market.\textsuperscript{62} In an effort to generate revenue from Saginaw lands amidst a backdrop of diminishing sales in the state, the new treaty revised the terms of sale of their land. For two

\textsuperscript{59} Tanner, \textit{Atlas of Great Lakes Indian History}, 170-171.

\textsuperscript{60} Morgan to Schoolcraft, 12 August 1837. BIA, NAM, RG 75, M234, R. 745, f. 110–111.

\textsuperscript{61} Treaty With the Chippewa, 1837, 7 Stat. 547, 20 December 1837.

\textsuperscript{62} Treaty With the Chippewa, 1838, 7 Stat. 565, 23 January 1838.
years, the ceded lands could be sold for no less than five dollars per acre. The price would drop to two dollars and fifty cents per acre for three years, and then the land could be sold for as little as seventy-five cents per acre.\footnote{63}

But land sales never picked up to the rate anticipated by the 1837-1838 Saginaw treaties, and, as a result, over the next ten years the Saginaws were not able or interested in making the move to lands west of the Mississippi. Complaining of Methodist tactics in coercing the Saginaws to remain close to their recently established missions, Lutheran missionaries wrote to the Superintendent of Indian Affairs in Detroit:

\begin{quote}
We would also inform you Hon. Sir, as we are commissioned of a small band of Indians which some 7 years ago, on account of a false report made among the Indians, viz: that all Indians were to be carried immediately beyond the Mississippi, left the state of Mich. & went to Canada, but believing that said report was a falsehood they returned again 4 years ago to state and bought a piece of land on the She-bah-yang where they were mostly born & brought up. These Indians have never since they returned received their annuity, because being bashful they did not go to the payment until last fall when they were refused by the paymaster; though he enlisted & paid as they say & as we have ourselves seen a good many Indians who are known as vagabonds roving about from Canada to Michigan & back again to the payment.\footnote{64}
\end{quote}

The Saginaws on behalf of whom J.J.F. Auch was writing also wanted to know: “whether they are not entitled as well as their fellow Indians, to share in the property of their forefathers, being born & brought up on the land they now possess & having committed no other offence than the one which scores of Ind. have also committed who are now nevertheless partakers of the annuity?”\footnote{65} The offence of which Auch spoke was, of course, that of Indians moving temporarily to Canada, as it turned out, on bad information. The Saginaws, of course, had not been party to Schoolcraft’s compact with the Swan Creek and Black River people a decade

\begin{footnotes}
64 J.J.F. Auch et al. to Babcock, 22 September 1849, BIA, NAM, RG 75, M1, R. 63, f. 259-262.
65 J.J.F. Auch et al. to Babcock, 22 September 1849, BIA, NAM, RG 75, M1, R. 63, f. 259-262.
\end{footnotes}
earlier, and had either refused to move, or had been unable to move for lack of funds, or simply lacked interest in the western lands.\textsuperscript{66}

The national financial crisis that began in 1837 had effectively ended any immediate hope of using the funds generated from ceded land sales for a move west. Indian land sales—at a fixed price—could simply not compete with non-reservation lands being sold, however slowly, at dropping market prices. As well, many of the Saginaws had changed their minds regarding the likelihood of a western migration as early as the summer of 1837. To explore other possibilities, hundreds of Saginaws traveled to Sarnia, in what is today Ontario on the Canadian side of the St. Clair River, to petition the British there for land upon which to settle.

About three hundred Indians with their Chiefs have come over from the American shore with a view to getting land to settle on, and have this day held a council with the Indians of this place to know whether or not they can get leave to settle on this or any other of the Reserves belonging to this Tribe. They saw they have never swerved from their allegiance to the British Government and wish to remain under the protection of their great Father the King and that about as many more of their Tribe wish to follow them if these can get leave to settle—They further promise to leave off their roving habits and become permanent Residents.\textsuperscript{67}

Concerned by the whirlwind of crisis around them, the Saginaws sought to protect themselves from uncertainty by appealing to the British just across the river in Upper Canada. There, they hoped to secure a more permanent home and settlement which would provide a sense of immediate and long-term security for themselves and their children. Here again is evidence that they were proactive in response to the dire conditions facing them. A permanent settlement in Canada, many thought, was then the best possible option for their survival in the region.

\textsuperscript{66} On 23 September 1839, Schoolcraft entered into the compact, or agreement with the Swan Creek and Black River people preparing to move west. The agreement contained several incentives, some positive, some negative, to induce, Schoolcraft hoped, the Indians to remain loyal to their band and make the move west. Those who fled the United States would be punished for their actions. “All Indians who have within the year migrated and those hereafter migrate to Canada—shall be precluded from sharing in the annuities; and the shares to which they would have been entitled shall be divided among the Indians of these Bands remaining within the boundaries of the United States.” See Schoolcraft to Crawford, 23 September 1839, BIA, NAM RG 75, M234, R. 423.

\textsuperscript{67} Jones to Givens, 7 July 1837, William Jones Letter Book, Archives of Ontario, 161-162; 167-170.
There was, in reality, very little pressure to have the Saginaws removed from the region as late as the 1840s. And the Saginaws who stayed behind in Michigan were affected by the vacillating relationship they shared with the local non-Indian population around their communities. Citing Indian depredations against non-Indian property, some locals petitioned President van Buren to exact the speedy removal of the Saginaws, and further urged the government to open their lands for sale under the terms of the earlier treaties. But while some non-Indians in Saginaw and Genessee counties wanted the Saginaws removed according to the terms of the 1837 and 1838 treaties, in general the local white population had little interest in seeing them removed, and the Saginaws themselves had little incentive, or financial ability, to take up new lands in the west.

Unable to secure immediate action to effect the removal of the Saginaws through their petition to the President, some of those who wanted the Saginaws out worked more covertly to have them moved out of the region. Such action was not at all uncommon, but when word of continued plans to drive the Saginaws west made it to the Saginaw’s sub-agent, Reynolds, he quickly let the Indian Office in Washington know of the plan. Reynolds had “learned from a reliable source that efforts are now being made (secretly) by a few individuals in the region of Saginaw, (aided by members of Congress from that district—Mr. Hunt) to secure the removal of the Saginaw.” To push for their removal would accomplish no good end as “the Town of Saginaw has been sustained by, and lived upon, but little else, than Indian business for the last twenty years.”

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68 Petition of the Citizens of Saginaw and Genessee Counties to President van Buren, 2 February 1839, BIA, NAM RG 75, M234, R. 745, f. 322.
70 Reynolds to Crawford, 30 June 1845, BIA, NAM, RG 75, M234 R. 746.
71 Reynolds to Crawford, 30 June 1845, BIA, NAM, RG 75, M234 R. 746.
understood the economic benefits of having the Chippewas, and their annuity payments, part of the local economy, especially in the post-depression economy of the late 1830s and early 1840s. The Saginaws were also aware, through first hand accounts, that the lands in Kansas were not an even exchange for their former reservations in Michigan. Through the 1840s, then, the Saginaws, like those members of the Swan Creek and Black River Bands who did not make the move to Kansas, remained in Michigan. Their experience was by no means unique, especially in the upper Midwest where immediate settlement pressure did not call for immediate enforcement of removal clauses in treaties negotiated during the 1830s and 1840s. Rather than calling for the immediate removal to the trans-Mississippi West as was the case, for example, in treaties affecting tribes in areas where settlement pressure was real and apparent, the Saginaw’s experience has to be understood instead in terms of a more gradual policy of assimilation taking shape in the 1840s—a policy in which the Saginaws were active participants. In a meeting with the Saginaws in the fall of 1844, Reynolds noted that the Indians

    declined all efforts made to obtain their consent to removal and utterly refused to embrace a stipulation to that effect in the Treaty referred to [14 January 1837] and also that many of them have purchased lands and become to some extent identified with the agricultural interests of the section of the country which they inhabit there can be no room for doubt as to the true policy.72

Any hope of removal for the Saginaws, whether in the minds of local whites, the Indian Office, or the Saginaws themselves, was clearly extinguished by the mid-1840s. Instead, the best alternative, as recognized by the Indians themselves at the time, was to take up land individually in their traditional territory and continue the transition to agrarian pursuits.

    The House Committee on Indian Affairs also recognized this very situation in its 1854 annual report.

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72 Reynolds to Stuart, 4 November 1844, BIA, NAM, RG 75, M234 R. 746.
Individual right to property, with the privilege of enjoying, granting and bequeathing it, is the great effective stimulant to industry; without it, our civilization would not have reached higher than the barbarous rudeness of savage life. The Indian has no conception of title to land in severalty; it is his while he occupies it. He has no well-defined security for the rights of person or property…  

This was, in part, the “Terms of Treaties Hereafter to be Made with Certain Tribes of Indians.” Not so much a policy shift as it was a clarification of the direction the Indian Office was taking, the 1854 report recognized the troubles of granting new reservations in the west in exchange for ceded territory, or reservations in the east. Instead, the Indian Office argued in some cases, and this is certainly true for the forthcoming Saginaw treaties, that the best alternative lay in individual land ownership through the granting, by treaty, of land in severalty to Indians. While the committee report painted with a broad brush the picture of Indians having no “conception of title to land in severalty,” this was certainly not the case for the Saginaws, Black River, or Swan Creek people. The Chippewas had for decades leased or rented their lands to local whites with whom they got along. Others had purchased lands, or, in the absence of available local lands, petitioned officials in Canada for land grants upon which they would settle individually. They knew well the local conditions, political and economic climate evolving around them. As well, they knew exactly, and through the negotiation process, worked to effect, the terms of the treaties to which they were a party. This was the atmosphere in which the 1855 treaty with the Saginaw, Black River, and Swan Creek Chippewas was negotiated.

73 Annual Report of the House Committee on Indian Affairs, 7 April 1854, HR 133, 1st Sess, 33rd Cong., 8.
The Saginaw, Swan Creek and Black River Chippewa Treaty of 1855

The evolving policy direction apparent at mid-century was that of either establishing reservations within ceded territory for tribes and bands east of the Mississippi, or setting aside blocks of land from which Indians would be allowed and encouraged to make selections in severalty, to hold, own, and in many cases use or dispose of as they pleased. Seeing individual property ownership as the foundation of the American social and economic system, the Indian Office moved toward a clear policy of turning individual Indian people into property owners wherever or whenever such action was seen as practical, and especially in those cases where the Indians involved requested such attention.

It was clear by the end of the that decade the earlier attitude behind the relocation of Indian people to the trans-Mississippi west as set out nearly twenty years earlier in Andrew Jackson’s removal policy was rapidly losing proponents in the Bureau of Indian Affairs. To accomplish these goals the Indian Office, recently shifted from the War Department to the newly created Department of the Interior in the wake of the 1846-1848 war with Mexico, took action through the treaty-making process. By the mid-1850s the Indian Office had in principle agreed to the plan to alleviate the crisis facing the Chippewas in Michigan. The Indian agent responsible for the state was in agreement, and the local missionaries also believed that setting aside land for individuals to own and hold in severalty was the only hope for the future of the Saginaw Chippewas.

At the same time, the earliest revisions to Michigan’s Constitution in 1850 included a provision for Indians within the state to be counted as citizens of the state if they were “civilized,” a term generally applied to those Indian people who had, or at least had the intention of settling on surveyed tracts of lands and had given up subsistence activities in favor of
agriculture, in whole or in part. This concept usually translated into the dialogue between Indian people and the federal government as describing those Indians who had “given up the chase,” ceased, or dramatically slowed in their more historic, or traditional cyclical means of subsistence activities—namely hunting, fishing, and gathering according to the seasons. Another measure of civilization employed by the Indian Office was whether or not an individual Indian was competent in managing their own affairs. This really described those who were able to understand the Anglo-American means of property or land ownership, as it applied to Indians in the post-treaty years, in severalty.

The migration of Indian policy away from that of removal and toward reservations and land ownership in severalty was articulated at mid-century by Commissioner of Indian Affairs, Luke Lea, in his first annual report after taking office. The cornerstone, clearly, was rooted in agrarian pursuits within defined boundaries—reservations according to Lea’s thoughts on the matter. Lea wrote that

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There should be assigned to each tribe, for a permanent home, a country adapted to agriculture, of limited extent and well-defined boundaries; within which all, with occasional exceptions, should be compelled constantly to remain until such a time as their general improvement and good conduct may supersede the necessity of such restrictions. In the mean time the government should cause them to be supplied with stock, agricultural implements, and useful materials for clothing; encourage and assist them in their erection of comfortable dwellings, and secure to them the means and facilities of education, intellectual, moral, and religious. The application of their own funds to such purposed would be far better for them than the present system of paying their annuities in money which does substantial good to but few, while to the great majority it only furnishes the means and incentive to vicious and depraving indulgence, terminating in destitution and misery, and too often in premature death.74
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With this, Lea laid out the general concepts of the policy that was to guide the Indian Office for the next two decades. Pushing Indian people further west to make way for white settlement and

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facilitating the process of assimilation seemed to be Lea to be mutually exclusive. According to
Lea, Indian people could best be accommodated on tracts of lands set aside for them within or
near their traditional or original territory where they could be taught the process and business of
agriculture and land management. But Lea’s term as Commissioner of Indian Affairs ended
with the federal election of 1852. And with the Whigs out of the White House, Lea departed
Washington to make room for Franklin Pierce’s selection of George Washington Manypenny as
the new Commissioner of Indian Affairs.

Manypenny took a more aggressive or at least more accelerated approach to the matter of
providing lands in severalty to individual Indian people. But it is clear that rather than
substantively changing the course set out by his predecessor, the treaties negotiated during
Manypenny’s term included in some cases provisions for Indian reservations from which land
could be allotted, or, as in the case of the 1855 treaty with the Saginaw, Swan Creek and Black
River Indians, land set aside exclusively for the purpose of allotment to individual Indians with
no provision for a reservation to be held for the Indians in common. Manypenny articulated
these separate classifications of Indian treaties in his 1856 annual report. He separated the
treaties negotiated under his supervision to that date into three categories. First, there were
treaties of peace and friendship. There were also, according to the Commissioner,
treaties of acquisition, with a view of colonizing the Indians on reservations; and
third, treaties of acquisition, and providing for permanent settlement of the
Indians of the individuals of the tribes, at once or in the future, on separate tracts
of land or homesteads, and for the gradual abolition of the tribal character.

Indian Affairs, 1824-1977 (Lincoln: The University of Nebraska Press, 1979), 51.
77 ARCOIA, 1856, 571.
Without question, the 1855 Saginaw treaty falls squarely into this third classification. Such “gradual abolition of the tribal character,” as Manypenny noted, preferred allotment of lands in severalty rather than the establishment of more permanent reservations. This is exactly what Manypenny intended for the Saginaw Chippewas, and as it turned out, exactly what the Indians wanted out of the 1855 and 1864 treaties.

A year, nearly to the day after taking over the post of Commissioner of Indian Affairs, Manypenny held a council in Washington D.C. with representatives of the Oto and Missouri Indians—the first of fifty-two treaties negotiated during his term as commissioner. Individual land holding was to be a clear pattern in Manypenny’s administration. The Oto and Missouri exemplified this plan and included a provision by which

> the President may, at any time in his discretion, after such person or family has made a location on the land assigned for a permanent home, issue a patent to such person or family for such assigned land, conditioned that the tract shall not be aliened or leased for a longer term than two years; and shall be exempt from levy, sale, or forfeiture, which conditions shall continue in force, until a State constitution embracing such land within its boundaries shall have been formed, and the legislature of the State shall remove the restrictions.

Manypenny felt strongly about the new direction in Indian policy, and recommended other appointed treaty commissioners include such provisions in subsequent treaties. In keeping with the mid-century evolving policy, the focus was on individual land ownership, and in time, full responsibility and liability for that property.

In January of 1855 he negotiated a treaty with the Wyandot that included a similar provision. The Wyandot treaty provided for

> a fair and just division and distribution of the said lands among all the individuals and members of the Wyandott tribe; so that those assigned to or for each shall, as

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79 Art. 6, Treaty with the Oto and Missouri, 1854, 10 Stats., 1038, 15 March 1854.
nearly as possible, be equal in quantity, and also in value, irrespective of the improvements thereon; and the division and assignment of the lands shall be so made as to include the houses, and, as far as practicable, the other improvements, of each person or family; be in as regular and compact a form as possible, and include those for each separate family all altogether.\textsuperscript{80}

It was Manypenny’s plan, wherever practical, to provide for lands in severalty rather than reservations in common. And, as it appeared, the Indian people involved in such treaties were interested in the same ends.

But while it was the case that the Saginaw, Black River and Swan Creek Chippewas were interested in becoming individual property owners in Michigan’s lower peninsula, there remained in their way the financial repercussions of the earlier 1836, 1837, and 1838 treaties. Hopeful that a positive conclusion to the financial woes of the Chippewas was close at hand, the local Indian agent, William Sprague, the reported in 1852 that he had visited several Settlements and Mission Stations among the Chippewas of Saginaw and those of Swan Creek and Black River, and I am happy to state that the reports which I had previously received of their prosperity were more than verified. There are three principal Mission Stations and Settlements among them, one Kazier Mission as it is called is on the Reservation on the Flint River, a portion of which they have purchased from the Government; another (Bradley Chapel) is 20 miles East of the Village of Flint and a third is 5 miles north of Lower Saginaw, besides several smaller Settlements.

At each of these points they own several hundred acres of first rate land, their crops were in good condition—their fences & other improvements were of substantial character and their houses were well built and comfortable. The efforts to Establish Schools for the education of their children and to bring them under the influence of the Christian Religion have been attended with the most marked and gratifying results.\textsuperscript{81}

The main problem, Sprague reported was that

the lands ceded by the Indians to the Government, to be disposed of for their benefit, not having met with the ready sale which was then anticipated, has resulted greatly to their

\textsuperscript{80} Treaty with the Wyandot, 1855. 31 January 1855, 10 Stat. 1159.

disadvantage and as the account of their annuity is small, not enough indeed to compensate them for the loss of time in allowing the payment, if a final settlement of their affairs could be had with the government, it would meet their hardy cooperation and I have no doubt result greatly to their advantage & further welfare.\textsuperscript{82}

More than fifteen years after the treaties that were intended to provide the Chippewas with much-needed cash, land sales in Michigan had not recovered from the economic crisis of 1837. 1852 witnessed the sale of just 121,366 acres of land, whereas over 4,000,000 acres of Michigan lands were sold in 1836.\textsuperscript{83} By the early 1850s, there was little hope that the plan worked out in the 1836, 1837, and 1838 treaties with the Saginaw, Swan Creek and Black River Chippewas would produce the desired result.

Local missionaries witnessed the same conditions as those reported by Sprague. George Bradley wrote to Lewis Cass, then in the Senate, with a clear description of the Chippewas’ concerns:

There is a strong desire manifest among many of them for rapid advancement, they want to own sufficient land to make a farm, and they wish to have it or own it individually. But situated as they are now the prospects are discouraging, very discouraging, and the question arises what can be done for them, and having been a missionary among them for nearly eight years past, and the chiefs and old men come and ask the question, what shall they do to help their children to a permanent home say they shall die soon and they would like to see their children have a permanent home.\textsuperscript{84}

Bradley continued by suggestion a possible solution to the crisis faced by the Chippewas to which he was ministering.

In my opinion the best policy is to Colonize them give them land a territory of say 6 miles square somewhere in the Northern part of the Lower Peninsula, say in North of what we call Cass River & their annuities be paid them there, let the Government Blacksmith reside there, let Missionary post be concentrated there.\textsuperscript{85}


\textsuperscript{84} George Bradley to Lewis Cass, 14 December 1852, BIA, NAM, RG 75, M234, f. 721-726, emphasis in original.

\textsuperscript{85} George Bradley to Lewis Cass, 14 December 1852, BIA, NAM, RG 75, M234, f. 721-726, emphasis in original.
Bradley also suggested that “each man or family own his land in fee-simple with time base prohibition to prevent him from selling or alienating to any white man.”86 Knowing the situation resulting from previous treaties, Bradley also suggested a means of funding his suggestion in that the government might

make them a donation of land, or if not take their lands last ceded that is unsold in the Saginaw Country in lieu for the donation. Could this plan be adopted, the scattered bands would concentrate voluntarily in a short time on it and it open the way for their improvement and afford a stimulus for improvement that they do not now have.87

Bradley had the support of local Indians who would be affected by such action, as well as the Indian agents closest to the situation. “This plan,” he wrote, “is approved by almost every man & woman who has any feeling of interest for them. The Indian agents for several years have approved it.”88 Bradley’s suggestions carried enough weight to be considered seriously by the Indian Office. Bradley’s correspondence with Sprague was included in the 1852 Annual Report of the Commissioner of Indian Affairs in which Bradley argued that the Saginaw Indians have “almost all abandoned their Heathen customs, and, if not heartily, have nominally adopted the white man’s religion. To effect an entire and rapid advance in civilization, they need only a home—land enough to make each family a farm that they can feel secure to call their own.”89

Henry Gilbert, the Indian Agent at Detroit also supported the plan laid out by Bradley. Gilbert wrote that he knew of no other arrangement that could be completed to the advantage of the Indians, at little expense to the government, and with the consent of Michigan’s non-Indian

86 George Bradley to Lewis Cass, 14 December 1852, BIA, NAM, RG 75, M234, f. 721-726, emphasis in original.
87 George Bradley to Lewis Cass, 14 December 1852, BIA, NAM, RG 75, M234, f. 721-726, emphasis in original.
88 George Bradley to Lewis Cass, 14 December 1852, BIA, NAM, RG 75, M234, f. 721-726, emphasis in original.
89 Bradley to Sprague, 6 October 1852, quoted in ARCOIA, 1852, 324.
The government should, Gilbert recommended, grant the Indians of the Saginaw band, “a reasonable amount of land within the limits of this State” so that the Indians:

might be withdrawn to a great extent from the bad influences to which they are now exposed, and brought together in situations where educational enterprise and missionary labor would be brought to bear upon larger numbers, at less expense and with much greater effect than is now possible.91

The land, according to Gilbert, should be held in trust by the government until individual Indians were deemed capable of handling their own affairs in Michigan’s economic and agrarian climate. Only then, believed Gilbert, should title pass to fee-simple in the name of individual Indians benefiting from the plan.92

In the face of a less-than-optimal cash flow from previous treaty-based land sales, and amidst a genuine Indian desire to become property-owning citizens of Michigan, the 1853 annual report of the Commissioner of Indian Affairs clearly laid out the problem facing the Saginaw, Black River and Swan Creek bands. “By treaty,” wrote Manypenny these Indians have a right to a home west of the Mississippi should they desire to emigrate; but there is no prospect of their ever being willing to do so, and the citizens of Michigan, it is understood, entertain no desire to have them expelled from the country and home of their forefathers. Suitable locations, it is understood, can be found for them in the State, where they can be concentrated under circumstances favorable to their comfort and improvement, without detriment to State or individual interests, and early measurements for that purpose should be adopted.93

Gilbert, the person directly responsible for the administration of Indian policy in Michigan, was elated at the direction Washington was headed in terms of settling the problems faced by the Chippewas, and especially the Saginaw, Black River, and Swan Creek bands. “I have noticed

90 Henry Gilbert, quoted in ARCOIA, 1853, 39.
91 Henry Gilbert, quoted in ARCOIA, 1853, 39.
92 Henry Gilbert, quoted in ARCOIA, 1853, 39.
93 George Manypenny, ARCOIA, 1853, 4.
with much satisfaction,” Gilbert explained to Manypenny, “the suggestions contained in your last annual Report relative to the Indians of Michigan & agree entirely with the remark that ‘the dictates of humanity & good policy alike require the early & effective interposition of the government in respect to them.’”

Gilbert further took the opportunity to lay out the financial liabilities of the government in Michigan. Concerning the Saginaws, the main issue at hand was the matter of monies owing from unsold lands as a result of their 1837 treaty as modified by subsequent treaties in later in 1837 and 1838. The problem was quite clear. The Saginaw lands were offered for sale at $2.50 per acre while nearby lands were being offered to the public at half that price. Combined with the dramatic drop in all land sales in Michigan, there remained little hope, still landless almost twenty years after their earlier cession treaties of the 1830s, that the Indians would realize any income from the sale of ceded lands. The best option, Gilbert argued, was to exchange the federal financial obligations to the Indians for a “permanent home with an interest in the soil.” The process should be engaged, argued Gilbert, as soon as possible as “the lands of Michigan are all in market & are rapidly being taken up for cultivation & settlements & the difficulties attending the selection of suitable locations for the Indians within the state will increase from year to year.” Gilbert’s suggestions seemed all the more realistic and reasonable when the price of public lands available for sale was even further reduced later that summer.

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94 Gilbert to Manypenny, 6 March 1854 BIA, NAM RG 75, M234, R. 409, f. 368-380.
95 Gilbert to Manypenny, 6 March 1854, BIA, NAM, RG 75, M234, R. 409, f. 368-380.
96 Gilbert to Manypenny, 6 March 1854, BIA, NAM, RG 75, M234, R. 409, f. 368-380.
97 Gilbert to Manypenny, 6 March 1854, BIA, NAM, RG 75, M234, R. 409, f. 368-380.
98 An Act to Graduate and Reduce the Price of the Public Lands to actual Settlers and Cultivators, 33rd Congress, 1st Sess. Chap. 244, 574.
George Smith, a Methodist missionary in the Saginaw region also believed the only clear solution to the crisis facing the Saginaw Chippewas was that of making land available to individual Indian people, with interim protection from alienation, and immediate, but interim exemption from taxation in an effort to protect their control, and establish their ownership of the parcels of land set aside for individual Indians or Indian families. Smith argued for

a certain amt. of unoccupied, lands to be selected by commissioners in different parcels, this land to be located at the different land offices. by the Individuals who shall be restricted. the land inalienable exept. to members of the nation for a certain number of years. and exempt from taxation for a certain length of time. Something embracing the principles of the foregoing would be that they need, and in the course of a few years, many of them would become good and wholesome citizens.  

Smith agreed with Gilbert that something should be done quickly in this regard as “there is plenty of unoccupied territory in this state now, but soon it will be too late.” Smith was also concerned that the protections against alienation of the lands they might receive were important. Any agreement made in the matter should, in Smith’s view be exacted between the Indians and the federal government, as when “it is understood that something is coming to them [the Saginaws] from the Government. It excited the cupidity of those who have been the cause of their ruin and they have already commenced agitation.”

Prepared to go ahead with a treaty to deal with the problematic and unsettled issues of unsold lands from the earlier Saginaw, Black River, and Swan Creek treaties, Gilbert wrote to Manypenny in the spring of 1855 urging his superior to act quickly in the matter.

They [the Indians] have been talking about it for a long time & are much disappointed that they were not called together last year. But the strong reason for hastening the negotiations arises from the fact that the public lands in Michigan are being so rapidly absorbed that in a few months it will be scarcely

100 George Smith to Manypenny, 14 March 1854, BIA, NAM, RG 75 M234, R. 404, f. 516-519.
101 George Smith to Manypenny, 14 March 1854, BIA, NAM, RG 75, M234, R. 404, f. 516-519.
possible to provide them with homes in suitable locations without interfering with settlements already made or contemplated by whites.  

The other complicating factor of which Gilbert wanted Manypenny to be aware, was the problems caused by having too great a Indian contingent present at the negotiations. Manypenny thus ordered Gilbert to “guard against the collection of large numbers of the tribes,” but instead “require them to delegate a limited number of their chiefs with powers to represent the bands collectively.” This is precisely what Gilbert suggested some months earlier, and the smaller delegations would be less costly, and negotiations would be clearer with a smaller group of representatives. To solve that potential problem, Gilbert requested that the negotiations take place in Detroit. This was a better alternative than being overwhelmed by a substantial gathering of tribal leaders and the whole of the local Indian population, which is precisely what happened to Gilbert the previous fall at La Pointe when he concluded a treaty with the Chippewas of Lake Superior. Gilbert wanted the forthcoming treaty to be concluded in the coming months, no later than June if at all possible. It would be cheaper and more expedient to accomplish the treaty at Detroit as soon as possible. He wanted for the Indians and negotiators to be as comfortable as possible, avoiding, he hoped, the mid-summer heat and humidity.

It was the intention of both Gilbert and Manypenny that the Saginaw treaty extinguish all outstanding federal liability to the Saginaws, as well as solve the problems remaining from unsold lands under previous treaties. Manypenny took Gilbert’s urging seriously and in the

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102 Gilbert to Manypenny, 12 April 1855, BIA, NAM, RG 75, M234, R. 404 f. 625-627.
103 Manypenny to Gilbert, 6 June 1855, BIA, NAM, RG 75, M21 (Office of Indian Affairs, Letters Sent), R. 51.
104 Gilbert to Manypenny, 12 April 1855, BIA, NAM, RG 75, M234, R. 404 f. 625-627.
105 Gilbert to Manypenny, 13 June 1855, BIA, NAM, RG 75, M234, R. 404, f. 708-710.
106 Gilbert to Manypenny, 13 June 1855, BIA, NAM, RG 75, M234, R. 404, f. 708-710.
spring of 1855 took the matter to the Committee on Indian Affairs for full consideration. On 6 June 1855, Manypenny wrote to Gilbert with instructions for the forthcoming treaty with the Ottawas and Chippewas in Michigan. Manypenny wanted Gilbert to “convene limited delegations from the several lands at a convenient point” as soon as possible. Gilbert acknowledged the instructions for the forthcoming Ottawa-Chippewa treaty\textsuperscript{107} and urged Manypenny that he also be allowed to treat with the Saginaw Chippewa. “Their matters are in a very unsettled and unsatisfactory state and they & all who are connected with them are extremely anxious to have them arranged.”\textsuperscript{108} Although convinced that the Methodist missionaries associated with the Saginaws could never be fully pleased with Gilbert’s actions, the agent was specifically speaking here about the repeated suggestions from local missionaries urging just such a treaty settling the outstanding annuity payments and locating the Indians on land they could call their own. Gilbert believed that there was just as much need for a treaty with the Saginaws as with the Ottawa and Chippewas. Gilbert believed that “there would be no difficulty in making an arrangement to the benefit of which all the Indians of the lower peninsula of Mich. shall be equally entitled and which shall provide for the surrender of all their existing claims.”\textsuperscript{109}

In July, just a few weeks before he and Manypenny were scheduled to meet with the Ottawa and Chippewas in Detroit, Gilbert again suggested the benefits of bringing the Saginaws to that city and join them in the same treaty. Gilbert wrote:

I beg leave to call your attention to the subject mentioned in my letter to you dated June 9\textsuperscript{th} to which I have received no reply. I am very desirous that the Chippewas of Saginaw should be represented at the council to be held here on the 24\textsuperscript{th}. Their relations with the U.S. are in a very unsatisfactory State & they are confidently expecting that something will be done for them. They need land to

\textsuperscript{107} Treaty With the Ottawa and Chippewa, 1855. 11 Stat. 621, 31 July 1855.

\textsuperscript{108} Gilbert to Manypenny, 9 June 1855, BIA, NAM, RG 75, M234, R. 404, f. 705-707.

\textsuperscript{109} Gilbert to Manypenny, 9 June 1855, BIA, NAM, RG 75, M234, R.404, f. 705-707.
settle on more than any Indians we have & as their affairs are not complicated
ey can as well be settled now as to make another business of it. 110

But instead of combining the Ottawas and Chippewas further to the north with the Saginaw,
Black River, and Swan Creek bands of Chippewas, the latter bands were not represented at the
24 July proceedings. Hearing this, local missionaries urged that the Saginaw, Black River and
Swan Creek bands “be embraced, also, as they are the furthest advanced in civilization, and need
the measures contemplated in such arrangements as much if not more than any others in the
Lower Peninsula.” 111

In Manypenny’s absence (he was on his way to Detroit to attend the upcoming
negotiations), Acting Commissioner Charles Mix authorized Gilbert to include the Saginaw,
Black River, and Swan Creek bands in the upcoming negotiations. The problem was one of
timing, however, and Gilbert could not bring enough representatives from these bands to Detroit
in time to join the negotiations with the other Chippewa and Ottawa bands. Mix explained to the
Rev. John Durbin on the eve of the Ottawa and Chippewa treaty that “it was not intended to omit
the bands to which you call attention viz. Chippewas of Saginaw, Swan Creeks and Black
Rivers.” 112 But the result was that Gilbert and Manypenny negotiated two separate treaties, one
with the Ottawa and Chippewa bands from the northern section of the lower peninsula,
concluded on 31 July 1855 in Detroit, and a second treaty with the Chippewas of Saginaw, Black
River and Swan Creek concluded two days later on 2 August 1855.

While an extensive account of the Ottawa and Chippewa treaty exists, the specific details
of the negotiation process for the Saginaw treaty is more limited. At the conclusion of the treaty,
both Manypenny and Gilbert transmitted the terms of the negotiations to Acting Commissioner

110 Gilbert to Manypenny, 3 July 1855, BIA, NAM, RG 75, M234, R. 404, f. 713-714.
111 George Smith to Manypenny, 7 July 1855, BIA, NAM, RG 75, M234, R.404, f. 978-979.
112 Mix to Durbin, 20 July 1855, BIA, NAM, RG 75, M21, R52.
Mix in Washington. The treaty, if ratified, would go a long way to extinguish the Saginaw, Black River and Swan Creek bands’ claims against the government, as well as providing the Indians a clear and direct means by which they would become property-owning members of Michigan. The United States would

withdraw from sale, for the benefit of said Indians, as herein provided, all the unsold lands within the State of Michigan embraced in the following description, to wit:

First. Six adjoining townships of land in the county of Isabella, to be selected by said Indians within three months from this date…

Second. Townships Nos. 17 and 18 north, ranges 3, 4, and 5 east.113

The terms of the 1855 Saginaw treaty provided then, not only for the extinguishment of Saginaw claims against the government, but for real, valuable, and predictable payments—nearly a quarter-million dollars in direct monetary payments, goods, and services over time—to the Chippewas signatory to the earlier treaties. To accomplish this, the Chippewas ceded:

all the land within the state of Michigan heretofore owned by them, whether held in trust by the Untied States or otherwise, and they jointly and severally release and discharge the United States from all liability to them and to their, or either of their tribes, for the price and value of all such lands heretofore sold and the proceeds of which remain unpaid.114

From that land, the United States would:

give to each of the said Indians, being head of a family, eighty acres of land; and to each single person over twenty-one years of age, forty acres of land; and to each family of orphan children under twenty-one years of age, containing two or more persons, eighty acres of land; and to each single orphan under twenty-one years of age, forty acres of land; to be selected and located within the several tracts of land heretofore described, under the same rules and regulations, in every respect, as are provided by the agreement concluded on the 31st day of July, A.D.

113 Treaty with the Chippewa of Saginaw., Etc. 1855, 11 Stat., 633, 2 August 1855.

114 Manypenny and Gilbert to Mix, 7 August 1855, quoted in CIS (Congressional Information Service, U.S. Senate), 34th Cong. 1st Sess., pp. 6-8.
Those subject to the treaty would have five years to select and would subsequently have the right to sell and dispose of their land under the same provisions of the Ottawa and Chippewa treaty negotiated just a few days earlier in Detroit.

Likewise, the Saginaw, Swan Creek and Black River Indians would be allowed to have the same rights to sell lands they had acquired individually under the Graduation Act—a recent law which provided for reduced prices on public lands which had been on the market for a period of time. The 2 August Chippewa treaty protected the Chippewas of Saginaw and of Swan Creek and Black River by confirming that they shall have the same exclusive right to enter lands within the tracts withdrawn from sale for them for five years after the time limited for selecting the lands to which they are individually entitled, and the same right to sell and dispose of land entered by them, under the provisions of the Act of Congress known as the Graduation Act, as is extended to the Ottawas and Chippewas by the terms of said agreement.

The federal government did not want to penalize Indians who had taken the initiative to purchase lands for themselves. As it was expected that the signatory Indians would move to

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115 Treaty with the Chippewa of Saginaw, Etc. 1855, 11 Stat., 633, 2 August 1855.
116 An Act to Graduate and Reduce the Price of the Public Lands to actual Settlers and Cultivators, 33rd Congress, 1st Sess. Chap. 244, 574.
117 Treaty with the Chippewa of Saginaw, Etc. 1855, 11 Stat., 633, 2 August 1855.
118 Specifically, “Any Indian who may have heretofore purchased land for actual settlement, under the act of Congress known as the Graduation Act, may sell and dispose of the same; and, in such case, no actual occupancy or residence by such Indians on lands so purchased shall be necessary to enable him to secure a title thereto.” See Art. 1, Treaty with the Ottawa and Chippewa, 1855, 11 Stat., 621, July 31, 1855. Specifically, “Any Indian who may have heretofore purchased land for actual settlement, under the act of Congress known as the Graduation Act, may sell and dispose of the same; and, in such case, no actual occupancy or residence by such Indians on lands so purchased shall be necessary to enable him to secure a title thereto.”
Isabella or the Saginaw Bay townships, they were to be permitted the right to sell other lands they purchased prior to the treaty.\textsuperscript{119}

By the 1855 Saginaw, Swan Creek and Black River treaty, the government concluded what amounted to a land sale fiasco begun almost twenty years earlier. Had land sales under the 1837 and 1838 Saginaw treaties continued at the same rate as in the decades leading up to 1855, Manypenny estimated that it would take another thirty years for all the land to be sold. The proceeds, then, would have continued to be slow in coming at best. Whereas annuities, some of which were to be permanent, payable from the earlier treaties often amounted to no more than a few dollars per person each year, the 1855 treaty set aside $220,000 for the Saginaw, Swan Creek and Black River bands.\textsuperscript{120} According to the terms of the treaty, the monies were to be divided specifically for educational, agricultural, and housing purposes. The clear intent of the monies paid under the 1855 treaty was to assist the Chippewas in their transition to individual land owning farmers in Michigan.

The treaty also protected the Chippewas from the loss of their annuities by ensuring that “no portion of the money due said Indians for annuities, as herein provided, shall ever be appropriated to pay their debts under any pretence whatever.”\textsuperscript{121} Gilbert and Manypenny wanted to protect the Indians from those asserting debts against the Indians, and most importantly, wanted to be sure than the monies promised according to the treaty made their way into Indian hands and stayed there. Likewise, by the most significant provision of the 1855 treaty, that which provided the Chippewas with clear access to land in severalty, Gilbert and Manypenny wanted the lands set aside for the Chippewas to remain with them.

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\textsuperscript{119} Art. 1, Treaty with the Chippewa of Saginaw, Etc. 1855, 11 Stat., 633, 2 August 1855.
\textsuperscript{120} Manypenny and Gilbert to Mix, 7 August 1855, CIS, 34th Cong. 1st Sess., pp. 6-8; Treaty with the Chippewa of Saginaw, Etc. 1855, 11 Stat., 633, 2 August 1855.
\textsuperscript{121} Treaty with the Chippewa of Saginaw, Etc. 1855, 11 Stat., 633, 2 August 1855.
\end{flushleft}
The Ottawa and Chippewa treaty included restrictions which were intended to keep the Indians from selling the land they had selected for a period of ten years, and longer if they were deemed to be “incapable of managing their own affairs from any reason whatever.”\textsuperscript{122} The Saginaw restrictions in this area were to mirror the Ottawa/Chippewa treaty. Again, the intent was clear. The treaty was to provide the Indians with a new start as farmers and land owners in Michigan. Both Gilbert and Manypenny were hopeful that the Saginaw, Black River and Swan Creek Chippewas “deserve the encouragement and liberal aid of the government, and as same is extended to them by the instrument submitted, it is believed that a very large proportion of them may be qualified to enter upon and discharge the duties and assume the responsibilities of citizens of the State of Michigan.”\textsuperscript{123} The 1855 treaty clearly marked a turning point for the Chippewas in Michigan’s lower peninsula.

No small part of that turning point was a significant provision in the Saginaw, Swan Creek and Black River treaty by which “the tribal organization of said Indians, except so far as may be necessary for the purpose of carrying into effect the provisions of this agreement, is hereby dissolved.”\textsuperscript{124} The political anomaly of tribal organization within American society, so far as the Saginaw, Black River, and Swan Creek Indians were concerned was terminated, with the clear and plain language of the 1855 agreement. There are few examples of federal Indian policy as clear as the 2 August 1855 Saginaw treaty when it comes to understanding the intent and direction of the government’s mid-century efforts to assimilate Indians into mainstream society. It would have been incongruous to provide a reservation in common for Indians whose tribal organization had been dissolved. Instead, the 1855 treaty provided lands in severalty for

\textsuperscript{122} Treaty with the Ottawa and Chippewa, 1855, 11 Stat., 621, July 31, 1855.
\textsuperscript{123} Manypenny and Gilbert to Mix, 7 August 1855, CIS, 34th Cong. 1st Sess., pp. 6-8
\textsuperscript{124} Art. 6, Treaty with the Chippewa of Saginaw., Etc. 1855, 11 Stat., 633, 2 August 1855.
individual members of those dissolved tribal groups. The 1855 treaty not only extinguished earlier annuities promised in perpetuity, but also provided the Indians ease of access to land in severalty, and the financial means and legal protections to manage and hold that land. There is no single mention of a “reservation” for the Chippewas signatory to the 1855 treaty. Only later did the language of “reservation” work its way into the dialogue surrounding the 1855 treaty lands. And then it was used more as a colloquial term, rather than a specific description of lands held in trust for the tribal community, a political entity that was clearly dissolved by the 2 August 1855 treaty.

Concerning the lands available under the 2 August 1855 treaty, the Indians signatory to it were not promised the entirety of six township in Isabella county and two more complete townships on the north side of Saginaw Bay, but rather the unsold lands within those geographic limits. In the months following the conclusion of the August 1855 treaty, Chippewas began the process of reviewing and selecting the land on which they hoped to settle. In early December, Gilbert forward to Commissioner Manypenny a petition of Saginaw chiefs in which they requested amendments to the agreement due to the quality of land in the originally specified townships near Saginaw Bay. Following their own survey of the lands from which they were to make selections near Saginaw Bay, the petitioners found “the greatest proportion of them are selected by the State as Swamp Lands.” The request demonstrated that the Chippewas who were party to the treaty—several of whom were the also the December petitioners—knew well that the lands from which they were to make individual selections included only that land which

125 Saginaw Chiefs to Manypenny, quoted in Gilbert to Manypenny, 5 December 1855, BIA, RG 75, Letters Received, Mackinac Agency, G-54& ½.
126 Pete. rou. Wee tum on the petition was from Swan Creek: Pe-tway-we-tum on the 1855 treaty; Ow Saw rou bun on the petition was from the Saginaw band: O-Saw-waw-bun on the 1855 treaty; and Soin E gee way osay, also from Saginaw: Saw-gaw-che-way-o-say on the 1855 treaty.
had not been otherwise been sold or claimed by other interests—in this case the state of Michigan. Gilbert supported their petition, explaining that the Chippewas’ request was “not excessive.” The agent explained that “considering the large quantity of State Swamp Land & other land [school lands, railroad, and canal lands, or lands previously purchased or assigned under military bounties] not available, the extent of the tract they ask for is not larger than is desirable. The location is a good one & I should think one half of the Indians would locate there.” The petition resulted in a modification to the version of the negotiated, but as yet unratted treaty then working its way through the Senate. The ratified version provided a specific description of the townships from which Chippewas could make selections, whereas the first version of the treaty in the Senate simply stated “a tract of land in one body, equal in extent to two townships, on the north side of Saginaw bay…” It was not until the spring of 1856, however, that the Indian Office and Land Office, not yet having seen a copy of the treaty, could agree specifically on the exact quantity of land available to the Saginaws. It had to be determined then, what lands and in what quantity remained available to the Saginaws, Black River, and Swan Creek people for selection at the time the treaty was concluded and ratified, which did not occur until 15 April 1856.

In April 1856 the Secretary of the Interior put the matter to rest, explaining to Manypenny that any land within the six selected Isabella county townships that was sold, entered, or otherwise encumbered was not available for Chippewa selections. The question was the exact date at which these unsold lands were withdrawn for selections by the Chippewas.

127 Gilbert to Manypenny, 5 December 1855, RG 75, Letters Received, Mackinac Agency, G-54. ½.
128 Gilbert to Manypenny, 6 December 1855, BIA, NAM, RG 75, M234, R. 404, f. 833.
Well in advance on the negotiations, in December of 1854, Manypenny requested the specific tracts of land that were to be set aside for the forthcoming Chippewa treaty. In forwarding the request to the Secretary of the Interior, the General Land Office Commissioner, Manypenny noted that:

From an estimate just made at this office, it appears that only about two-ninths of the whole surface has been disposed of, although three of the townships have been in market since 1833, and the balance since 1840.131

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Isabella County was selected for the 1855 treaty specifically because there was little settlement in the region to that time, and, as a result, it offered the greatest abundance of land to the Indians. And even though some argue that the land was of limited agricultural potential, the lands were in reality a mix of hardwoods and softwoods, with, according to the original or early resident dependent surveys, ample quality farmland (see also Figure 4).  

In May 1855, prior to, and in preparation for the treaty, President Franklin Pierce withdrew from sale “all the vacant land in Isabella County.” The intent was to protect from further sale, at least until the Chippewas were able to make their selections, as much land in Isabella County as possible. The Secretary of the Interior, however, did not take action on the issue until Pierce’s executive order arrived on his desk, which happened on 23 May 1855. Manypenny was informed that lands sold to non-Indians before that date, were not available to the Chippewas signatory to the forthcoming treaty.  

By the summer of 1856 Indians began the move to the Isabella lands. Gilbert forwarded to Manypenny a letter from W.H. Brockway, who had just returned from Isabella County, where he had escorted “about 100 Indians, most of whome [sic] have made Selections of land.” It was clear that the Chippewas who were party to the treaty the previous year were ready, and indeed anxious to move to the land set aside for their selections. Gilbert explained that “these Indians generally intend to get on their new lands without delay & it is important that immediate

133 Franklin Pierce, 14 May 1855, quoted in Kappler, Indian Affairs: Laws and Treaties, 1: 847.
134 McClelland to Manypenny, 14 April 1856, BIA, NAM, RG 75, M234, R. 405, f. 237-238.
135 Brockway to Gilbert, 14 August 1856, quoted in Gilbert to Manypenny, 16 August 1856, BIA, NAM, RG 75, M234, R. 405.
steps should be taken to carry the Treaty into Effect.”\textsuperscript{136} Brockway also recommended, and Gilbert supported, the construction of the sawmills that would greatly aid the Chippewas in constructing their new homes on both the Isabella lands and the lands north of Saginaw Bay.\textsuperscript{137}

In the correspondence leading up to and following the conclusion and ratification of a treaty, the only mentions of a “reserve” relative to the 1855 treaty were made by George Manypenny in forwarding a request to John Wilson at the General Land Office that certain lands be “reserved from sale” according to a request from local Methodist missionaries.\textsuperscript{138} Picking up on that language, in his communication with the Department of the Interior, Wilson requested that lands were to be withdrawn “from market and reservation for Indian purposes.”\textsuperscript{139} McClelland, in forwarding the request to the President, made no mention of a “reservation,” as a specific or contiguous place—a noun, but rather that the lands withdrawn from public sale were “to benefit hereafter of certain Indian tribes, in accordance with the intimations of the Indian Office.”\textsuperscript{140} It is clear that the “intimations” of the Indian Office never contemplated the creation of an Indian reservation in Isabella County or among the lands set aside on the north shore of Saginaw Bay on Lake Huron. Rather, those “intimations” clearly intended only to provide lands in severalty to the signatory Indians.

The Inter-Treaty Years

By 1857 many Saginaws had begun the move to, or were well along in the process of settling on the Isabella County lands identified in the 1855 treaty. The move did not come

\textsuperscript{136} Gilbert to Manypenny, 16 August 1856, BIA, NAM, RG 75, M234, R. 405.

\textsuperscript{137} Gilbert to Manypenny, 16 August 1856, BIA, NAM, RG 75, M234, R. 405; Brockway to Gilbert, 14 August 1856, quoted in Gilbert to Manypenny, 16 August 1856, BIA, NAM, RG 75, M234, R.405.

\textsuperscript{138} Manypenny to Wilson, 11 December 1854, quoted in Kappler, \textit{Indian Affairs: Laws and Treaties}, 1: 846. The language of “reserve” in this context was clearly a verb, and not a noun.


\textsuperscript{140} McClelland to Pierce, 12 April 1855, quoted in Kappler, \textit{Indian Affairs: Laws and Treaties}, 1: 847.
easily, it is clear, and the harsh winters of 1856-57 and 1857-58 did not make the immediate situation any better.141 “I regret to learn,” wrote A.M. Fitch, the local agent, “that these Indians, together with a portion of Ottawas and Chippewas, have suffered much loss in the destruction of their corn crop by the early frost.”142 Fitch continued that he “had encouraged such of the Indians as have gone on their lands with a view of cultivating the soil, by assisting in building their houses, furnishing them oxen, agricultural implements, seeds, and establishing schools among them, and in every way authorized by the late treaties with them.”143 Fitch also documented the migration to the Isabella lands. In the 1858 report, he noticed regarding the Saginaw, Swan Creek and Black River people that “two reservations, by the treaty of 1855, were provided for these Indians; one of them, which was designated for what is called the Bay Indians, is entirely unsuited for agricultural purposes.”144 Fitch was of course speaking of the lands on the north shore of Saginaw Bay, which as the Indian signatories to the 1855 treaty quickly noted were largely swamp lands and could not possibly accommodate the allotments contemplated by the 1855 treaty. “They are unanimous,” continued Fitch, “in requesting a new reservation in lieu of the one granted in the treaty referred to, and are waiting with some anxiety for a decision in this matter.”145 In his correspondence, Fitch, as had some others in Washington, in the years between the 1855 and 1864 treaties, had described the lands identified in the 1855 treaty as a “reservation.” While his word usage may at first glance hint at a contiguous land base set aside for Indians in common as was the case in places like Wisconsin and Michigan’s Upper Peninsula, that was certainly not the mutually understood intent of the 1855 agreement. Rather,

141 ARCOIA, 1857, 2-5; 27-30.
142 Fitch to Denver, COIA, quoted in ARCOIA, 1858, 376.
143 Fitch to Denver, COIA, quoted in ARCOIA, 1858, 376.
144 Fitch to Denver, COIA, quoted in ARCOIA, 1858, 376.
145 Fitch to Denver, COIA, quoted in ARCOIA, 1858, 376.
the hope, both on behalf of the government and of the Indians settling on the Isabella lands, was that the Saginaws, Swan Creek and Black River people would take up their allotments and succeed in their agricultural endeavors. Locals paying attention to the activities in Isabella County support this. “The Indians,” one local account reported

were claiming patents in fee-simple, while the representatives of the government were desirous of making this reservation a perpetuity for the Indians. They [federal representatives] feared that of the Indian obtained title to his land that was alienable, he would squander it and would soon be without land or a home.146

The government felt that the best way to keep the lands allotted to individual Indians in Indian hands was to limit the power of alienation. Soon after the treaty was completed, the only substantive concerns which arose among the Indians dealt not with whether or not a contiguous reservation land base was set aside for the Indians, but rather with the extent to which those who selected land individually would have to the power to manage and if they so desired, dispose of their lands as they best saw fit according to the circumstances at the time.

It was clear that lands previously purchased, or otherwise entered were not open to Chippewa homestead selection. None of the selections identified on the list were made from section 16—school lands—an indication that there was a keen awareness that the lands identified by the recent treaty made available only lands that were unsold. As a result of this early venture to the area set aside for them, Gilbert later sent Manypenny a list of those Indians who had made their selections in Isabella County. The list, sent in April of 1857, includes the names and selected parcels of land. Each is identified by township, range, section, and specific selection

146 Anonymous, *Portrait and Biographical Album of Isabella County, Michigan* (Chicago: Chapman Brothers, 1884), 74.
within those defining boundaries.\textsuperscript{147} Although partially illegible, the list is that of 188 Chippewa names.

Evidence that the Indians signatory to the 1855 Saginaw, Swan Creek and Black River Chippewa treaty were selecting lands in Isabella County was clearly apparent by 1859. Charles Mix, former chief clerk and frequent interim Commissioner of Indian Affairs, was appointed COIA during the lapse in James Denver’s tenure as commissioner. In early 1859, Mix was concerned about the quantity of land available to the Indians pursuant to the 1855 treaty. Not himself apparently familiar with the 1855 treaty, Mix believed, incorrectly, that the Chippewas were entitled to six full and complete townships. Mix wrote the General Land Office in April 1859 expressing his concern that the government set aside additional lands to make up for lands already taken from the original six townships.\textsuperscript{148} Two years later, in October 1861, the General Land Office corrected Mix’s error and specifically clarified the question on which lands were available to the signatories of the 1855 treaty. The Land Office was

\begin{quote}

of the opinion however, that the Indians, under its terms, can only take the unsold portion of the said six townships in Isabella County, and that the treaty does not allow an equivalent in other lands for the portion of the said six townships which had been sold.”\textsuperscript{149}
\end{quote}

The confusion may have been exaggerated by increased attention to the matter from the Indians who were at the same time pressuring the government to act more quickly on the terms of the 1855 treaty.

In June 1859, several Saginaw leaders complained that the terms of the treaty had been largely ignored. Most importantly, the Saginaws noted that

\textsuperscript{147} Gilbert, List of Allottees, 4 April 1857, BIA, RG 75, Lists and Schedules of Land Selections and Related Correspondence, Entry 389, Vol. 2.

\textsuperscript{148} Mix to Hendrick, 14 April 1859, BIA, RG 75, Letters Sent, 60: 444.

\textsuperscript{149} Edmunds to Greenwood, 31 October 1861, BIA, NAM, RG 75, M234, R. 406, f. 1013-1018.
immediately after the treaty ratified, our young men, orphans, and family heads made their selections of their farms and notified Gilbert, and gave him descriptions of selections. He requested him ‘to locate the same for them.’ No locations have been made, and present agent Felch refuses to do so. We are the Saginaws who live on the North Shore of Saginaw Bay….  

The petition indicates a clear understanding of the terms of the 1855 treaty. Those interested in owning land in severalty, immediately after the treaty, made specific selections of land and further directed Gilbert to “locate” the same with the general land office. In their petition, although they commented that their ancestors were “unlettered and uncultivated,” requested that the government hear them “in their own way.” Still, through the petition they were able to clearly convey their understanding that the treaty would provide land to individuals who were qualified “young men,” orphans,” and “family heads.”

By 1859 as well, the Indian Office recognized the new troubles facing the consolidated Saginaw, Black River and Swan Creek bands. The Chippewas, agent Fitch noted the in his annual report

numbering sixteen hundred, have two reservations; the one comprising the greater number is in Isabella county, and is in every way satisfactory; the other is located on Saginaw bay, and is unfitted for the purposes for which it was given.

These Indians have made a strong application for permission to change their location to River Aux Grais, about twenty five miles below the reservation referred to; and so anxious are they for this place that many have gone on and made preemption claims, with a view of holding it for themselves, entertaining no doubt that, when all the facts are laid before the department, an effort will be made to secure it for them.

Here again, the Chippewas party to the 1855 treaty demonstrated a keen interest in acquiring land individually. And while Fitch referred to the “two reservations,” it is not possible that the petitioning Indians understood his words to mean a contiguous block of land to be held in trust

150 Memorial of Saginaw Band of Chippewa, 21 June 1859, BIA, NAM, RG 75, M234, R. 408, f. 569-573.
151 Memorial of Saginaw Band of Chippewa, 21 June 1859, BIA, NAM, RG 75, M234, R. 408, f. 569-573
152 ARCOIA, 1859, 404.
for them. Instead, they clearly understood the intent of the treaty was to make land available for
them to select in severalty. They believed this their best means of acquiring land for their future
use. After all, that is exactly what their major concerns focused on in the June memorial—land
in severalty. Nowhere in their petitions in the inter-treaty years do they request land to be set
aside for their use in common, or argue that such had been done in 1855.

Evidence that the regional and local agents understood that no contiguous block of land
had been set aside as a reservation in common is also apparent in Henry Gilbert’s concern over
the recent efforts to eliminate, or at least curb the effects of alcohol among Indian populations.
Concerned that it would be difficult to enforce recently introduced legislation, Gilbert wrote to
Manypenny pointing out that “in this Agency there is no Indian Country.”¹⁵³ As the lands
withdrawn from sale according to the 1855 treaty were not Indian Country, Gilbert feared a great
difficulty in enforcing the proposed prohibitions as they were worded. Instead, Gilbert favored
legislation that would not create Indian Country in the area, but rather laws which would do
more to empower local agents to deal more specifically and locally with alcohol problems as
they arose.

The move to Isabella County continued through the late 1850s and 1860s. In 1861,
Agent Leach forwarded a list of lands selections made by individual Indians party to the 1855
treaty. This new list expanded upon that provided by Gilbert four years earlier. Again, as in the
case of Gilbert’s list of Indian land selections, no school lands were selected by individual
Indians. Leach’s list also includes lands selected near Saginaw Bay. Leach’s 1861 list is not a
revision of that compiled by Gilbert in 1857, but rather a significant expansion of the selections
identified to Gilbert. Leach concludes the list of 497 selections with a statement certifying the

copy as a “true transcript of the original descriptions of lands selected by the Chippewas of Saginaw, Swan Creek and Black River in Michigan under the treaty of Aug. 2d 1855 now on file and duly compared herewith by me.” A comparison of the numbered lists provided by both Gilbert and Leach’s lists demonstrates that those who were part of the initial selections in 1857 maintained the same selections four years later. These two lists indicate continued interest in the parcels of land selected by individual Chippewas. While Gilbert’s 1857 list includes no statement of certification on the order of that provided by Leach, neither list included any discussion of a “reservation” or reservation land base. Likewise, there is no mention of the status of lands not selected in 1857, or by 1861 when Leach filed the more complete list. Neither Gilbert nor Leach discuss carving these selections out of any sort of “reservation,” even though that language had gradually, unconsciously, come into use in other correspondence surrounding the lands from which allotments were to be made according to the 1855 treaty.

By late 1860, not only had hundreds of Indians party to the 1855 treaty made selections of the otherwise unsold lands from the six townships, but many wanted to individually purchase additional lands. Writing from Detroit, Agent Fitch urged the Indian Office to support local Indian initiatives to purchase additional lands before the remaining unsold lands were opened for public sales.

The locating of lands _______ among the Chippewas of Saginaw _______ in Isabella County as provided for, in the first article of the Treaty of 1855, having been complete, many of them wish to know if they now have the privilege of purchasing lands for themselves, as provided for in the treaty. Can they at any time go to the Land Office locate & pay for lands within the bounds of their reservation? They desire to be informed in reference to this….  

154 19 July 1861, RG 75, Miscellaneous Records Relating to Indian Lands in Michigan, Entry 398.

At this time, as Indian pressure to purchase additional lands individually with the Isabella County townships grew, the local Indian agent urged the Indian Office to act quickly and authorize such additional purchases as soon as possible. “I beg to remind the Dept.,” wrote Fitch from Detroit, “that many of the Chippewas of Saginaw residing in Isabella County are anxious to have the privilege afforded them in the Treaty of purchasing lands, as soon as possible.”

The Land Office was ready to open for sale those lands which had not yet been selected by individual Indians. “As the matter now stands,” wrote Edmunds, “all the lands not embraced in the tracts reported by the Indian Office 14th April 1859 as selected in Isabella County are liable to be dealt with by this office as public lands.” In December, Edmunds again wrote to the Indian Office regarding concerns that some lands which should be available for 1855 treaty allotments may have been sold between the time the treaty was negotiated and the time the six townships were withdrawn from public sale. Edmunds wrote, “In reply to your inquiry of the 23rd inst. relative to the reservation of Isabella County in the State of Michigan…no sales occurred ‘between the date of the treaty and the date of withdrawal from market.’”

A few months later, the Indian Office provided no objection to the idea of opening for sale lands in the county but outside the six townships otherwise held for Indian selections. Edmunds described the reservation of Isabella County, rather than a reservation within the county. The Indian Office viewed the reserved lands in the same way—an action taken, rather than permanently protected trust land—to reserve or protect certain lands from sale until individual Indian land selections could be made, entered, and taken up as individual Indian homesteads.

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156 Fitch to Dole, 10 September 1861, BIA, NAM, RG 75, M234, R.406, f.906-907.
158 Edmunds to Dole, 26 December 1861 BIA, NAM, RG 75, M234 R. 406, f. 1034-1035.
159 Dole to Edmunds, 3 January 1862, BIA, RG 75, Office of Indian Affairs, Letters Sent, Vol. 67: 203.
There was very limited white settlement in Isabella County prior to 1860, with the first white settler taking up land in Union Township—just south of present-day Mount Pleasant and just south of the lands set aside by the 1855 treaty—in 1854. Shortly after Isabella County was incorporated in 1859, and the southern half of Union Township was restored to the public domain, the village of Mount Pleasant was soon selected as the new county seat. The land on which the original village of Mt. Pleasant was constructed was purchased from David Ward in 1863. Ward arrived in Isabella County in the 1850s, looking for pine and assessing the quality of the land in the region. Ward ultimately helped survey the original town site that lies in the north half of Union Township, or within the boundaries of lands set aside by the 1855 treaty. This was done with the full knowledge and consent of the Indians settling on the 1855 lands. In fact, Ward at the time deeded certain lands to several Indian leaders and Charles Rodd, a Saginaw, and an interpreter for the 1855 treaty worked to help secure the location of Mount Pleasant as the county seat. Rodd was then serving as the Supervisor for nearby Isabella Township.

By 1861, Indian settlement on selected lands was surely and steadily increasing. In his annual report, Agent Leach noted that “each year more and more families settle on lands given them by treaty, gradually extending improvements and acres farmed.” But there remained a significant concern among the Indians as well. “Several years have now elapsed since they

162 Anonymous, Portrait and Biographical Album of Isabella County, Mich. (Chicago: Chapman Brothers, 1884), 556.
163 Anonymous, Portrait and Biographical Album of Isabella County, Mich. (Chicago: Chapman Brothers, 1884), 546.
164 Leach to Dole, quoted in ARCOIA, 12 November 1861.
commenced to locate and improve their lands, and none have yet received their certificates.\textsuperscript{165} It appeared as well, that there were some, likely non-Indians, who were working to exaggerate these Indians concerns. Leach’s solution was to “give the Indians evidence of private property ownership.” He was impressed with those who had made individual selections and had worked to improve them as they had independently chosen lands that were of the best quality farmland available.\textsuperscript{166}

The passage of the Homestead Act and otherwise relatively cheap land prices drew more and more white settlers to Isabella County in the early 1860s.\textsuperscript{167} As a result, pressure mounted to get land certificates into Indian hands through 1862 and 1863. The Indian Office, meanwhile, never wavered from its position the best and most just policy was that of allotting land in severalty. Along with that pressure, more and more Indians sought to purchase individually lands within the six townships.\textsuperscript{168} The absence of certificates for the land the Indians were already farming and living on was seriously hampering the duties of the local agents, and it was causing an ever-growing distrust of the federal government. In July 1863, Leach forwarded his concerns and premonitions regarding Indian attitudes and actions at Isabella. “The Indians there murmur louder than ever at not having received certificates for their lands. Some who have made considerable improvements have abandoned their selections and gone on to other sections of the country, showing their intentions to purchase, lands other than rely on the government.”\textsuperscript{169}

“May I not, therefore,” continued Leach, “earnestly request you to have the certificates at once

\textsuperscript{165} Leach to Dole, quoted in ARCOIA, 12 November 1861.
\textsuperscript{166} Leach to Dole, quoted in ARCOIA, 12 November 1861.
\textsuperscript{167} John Cumming, \textit{This Place Mount Pleasant} (Mount Pleasant: John Cumming, 1989), 20.
\textsuperscript{168} Bradley to Edmunds, 27 May 1863, BIA, NAM, RG 75, M234, R. 407, f. 197-99.
\textsuperscript{169} Leach to Dole, 24 July 1863, BIA, NAM, RG 75, M234, R. 407, f. 317-319
prepared for the Chippewas of Saginaw ….  “170 There was other evidence of Indian interest in
owning land individually in Isabella County. Even before Ward sold the town site to developers,
he sold lots to individual Indians.171

Similar problems existed among the Chippewas near Saginaw Bay. There, the farmland
was not as good as at Isabella, and, according to Leach, many did not live on their allotments, but
instead had purchased better quality lands nearby. To help further their cause and improve their
condition, Leach advocated the removal of the Bay Indians to the lands held for allotments at
Isabella. This would include difficulties, the agent noted, as the Indians there, a population of
maybe three hundred, were strongly connected to living proximate to Lake Huron.172 The best
opportunity to rectify these conditions appeared in early 1864 when representatives from the
Saginaw, Swan Creek and Black River people drew attention to an oversight, or mistake they
had made in neglecting their children in the 1855 treaty.

The Saginaw, Swan Creek and Black River Chippewa Treaty of 1864

As it was implemented, the 1855 treaty provided lands to a select group of Indians in the
Saginaw, Swan Creek and Black River Chippewa communities—only those who were adults,
single orphaned children, or turned twenty one years during the five year, post-treaty period were
eligible for allotments within the exact period specified by the treaty. The 1855 treaty made no
provision for land allotments to those who turned twenty-one after the five year period specified
in the 1855 agreement. This problem became more and more apparent as allotments were made
under the treaty, especially after 1861. Those too young to receive an allotment before 1861

170 Leach to Dole, 24 July 1863, BIA, NAM, RG 75, M234, R. 407, f. 317-319.
171 Anonymous, Portrait and Biographical Album of Isabella County, Mich. (Chicago: Chapman Brothers, 1884),
373.
172 Leach to Dole, quoted in ARCOIA, 1863, 497.
were out of luck by the terms of the 1855 treaty. Indian leaders now recognized that the 1855 treaty had created two classes of people at Isabella and along the Lake Huron lands. There were those who now owned land in severalty, and those who did not and had otherwise very limited means to acquire lands which were soon to be opened to non-Indian purchase and settlement.

To alleviate what the Chippewa leaders felt was a certain crisis, in early 1864 they petitioned President Lincoln to have the last payment due them from the 1855 treaty, a sum of $18,800, turned into a land grant of sorts from within the six original townships set aside in 1855. The Indian initiative was to make additional lands available for the next generation of Indians at Isabella so that those who came of age since the 1855 selection period had ended could also select lands in severalty. The Indian Office was sympathetic to the idea, in part because it was thought the opportunity was ripe to gather the Bay Indians together with those settled and settling at Isabella. Doing so would simplify the administration of Indian affairs while providing lands to those unable to find arable tracts near Saginaw Bay.

Neither Leach nor his superior in Washington wanted to miss the opportunity to consolidate the Bay Indians with those already living on their allotments at Isabella. Forwarding the February Indian petition for a modifications to the 1855 treaty, Leach noted that “those Indians residing on Saginaw Bay are willing to remove to the principal reservation in Isabella.” Commissioner Dole agreed and requested $2,000 for the purpose of facilitating the treaty. Expenses would be low, Leach opined, and negotiations for the proposed treaty with the Saginaw, Swan Creek and Black River people should be undertaken as soon as possible. Plans were also underway to negotiate a new treaty with the Ottawa-Chippewa bands signatory

173 Chippewa Chiefs to the President of the United States, 15 February 1864, quoted in ARCOIA, 1864, 592.
174 Leach to Dole, 9 April 1864, BIA, NAM, RG 75, M234, R. 407, f. 467-472.
175 Leach to Dole, 14 June 1864, quoted in ARCOIA, 1864.
to the 31 August 1855 treaty. That new Chippewa-Ottawa treaty, Leach proposed, should enlarge their existing reservation to “be forever set aside for the use and occupation of said Indians.”

Even though Leach urged early and immediate action by the Indian Office, it took several months for the final arrangements to be made for the requested treaty. In early September 1864, Dole took Leach’s recommendation of H. J. Alvord as special commissioner for the Saginaw, Swan Creek, and Black River Chippewa treaty. Dole sent instructions for the forthcoming treaty to Alvord, explaining that “one great object in negotiating Treaties with the Indians is to secure an abandonment of their numerous smaller reservations and a concentration of them upon at least three, if possible two reserves.”

More specifically, Dole urged Alvord to get those Indians already predisposed to give up their allotments near Saginaw Bay and to settle on individual tracts of land which would be selected from the 1855 lands in Isabella County. “It is desirable that an arrangement be made with these Indians to this effect, and also that smaller bands that inhabit lands upon the Saginaw River and its tributaries be induced to make selections of lands at the Isabella and Settle thereon.”

The second, and from the Indians’ point of view, more pressing matter was also part of Alvord’s instructions. Dole explained that a “provision should be made in the treaty whereby all those minor Indians who have no selections may receive allotments in like quantities under similar restrictions as contained in the treaty of 1855. A like provision should be also be made for those born thereafter, so long as any unselected land remains in the townships reserved.”

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176 Leach to Dole, 14 June 1864, quoted in ARCOIA, 1864.
177 Dole to Alvord, 3 September 1864, BIA, NAM, RG 75, M21, R 75.
178 Dole to Alvord, 3 September 1864, BIA, NAM, RG 75, M21, R 75.
179 Dole to Alvord, 3 September 1864, BIA, NAM, RG 75, M21, R. 75.
Alvord was further directed to act to coordinate the relinquishment of lands from Individual Indians who had taken up and improved lands beyond the six townships set aside for allotments in the 1855 treaty. It was hoped that they would yield those lands and take up new selections from within lands identified in the contemplated treaty. In addition to the perceived benefits of locating the Bay Indians together with the Saginaws at Isabella, providing additional allotments to those not eligible under the 1855 treaty would, Leach believed, aid the Lincoln administration in the upcoming election. “We hope to make proposed changes in the Treaty of some political use to us, Our Indians, as you are aware, are voters and their votes (particularly those of the Chippewas of Saginaw) may be of great importance to us at the approaching election.” “Anything fair and honorable we can do,” explained Dole, “to put them in good humor, & favorably dispense them towards the Government we wish to do.”

Two weeks later, and just a few weeks before the 1864 election, Alvord and Leach obtained the consent of the Saginaw, Swan Creek and Black River Chippewas to the 1864 treaty. The treaty accomplished the mutual goals of the treaty commissioner and the Indians party to it. The signatory Indians would be relocated to Isabella, and those who settled near, but not within the six townships at Isabella would be able to exchange their individually held lands for allotments within the several townships identified in the 1864 treaty.

The first article of the treaty concerned the relinquishment of the Saginaw Bay townships. This was part of the plan to relocate all of the Bay Indians, with their permission and following their requests, together with those already settled at Isabella. The Chippewas also had the

180 Dole to Alvord, 3 September 1864, BIA, NAM, RG 75, M21, R. 75.
181 Leach to Dole, 4 October 1864, RG 75, Letters Received, Mackinac, L-514.
182 Leach to Dole, 4 October 1864, RG 75, Letters Received, Mackinac, L-514.
183 Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
opportunity to purchase lands within the Isabella townships should they desire to expand their individual holdings once they resettled there. This, of course, was at the heart of the Indian Office’s hopes that the 1855 treaty Indians would be located together, on individual parcels at Isabella. The second article of the 1864 treaty further protected from sale the unsold, or otherwise unoccupied lands within the six townships in Isabella County identified in the 1855 treaty.  

Article three of the 1864 treaty addressed the matter of the greatest concern to the Chippewas. In addition to providing additional allotments to signatory chiefs and headmen, the treaty extended the land selection provisions of the 1855 treaty, making available “each other person now living, or who may be born hereafter, when he or she have arrived at the age of twenty-one years, forty acres, so long as any of the lands in said reserve shall remain unselected, and no longer.” Once all unsold lands were allotted to those eligible according to the 1855 and 1864 treaties, the federal responsibility of providing lands in severalty for the signatory Indians would end. The amount of land available was limited to the unsold or otherwise unoccupied selections within the township and range description provided in the 1864 treaty.

The third article of the 1864 treaty also dealt with the previous long-standing Indian complaints regarding restrictions placed on the treaty-based patents. While the Indians frequently wanted patents in fee-simple, the government favored restrictions on alienation. The 1864 treaty provided a middle ground of sorts, directed by the Indian Office. Those eligible for land selections would be categorized into “two classes, viz: ‘competent and those not so

184 Art. 2, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.

185 Art. 3, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
competent.”186 Those deemed by the Indian Office to be capable of managing their own affairs according to the business climate of late-century Michigan would be considered competent and would receive title to their selections in fee-simple. While not intending to be derogatory in any substantive way, those who were not well versed in that same business or economic climate would have restrictions placed on their patents prohibiting those lands from being “sold or alienated to any person or persons whomsoever, without the consent of the Secretary of the Interior for the time being.”187 This article of the treaty also made provisions for selected bands of Ottawas and Pottawatomies, with the expressed permission of the Saginaw, Swan Creek and Black River Chippewas, to make selections from within the specified townships.

The 1864 treaty also included funds for the construction and maintenance of a “manual-labor school” in cooperation with the local Methodist mission at Isabella. Should the school work out as planned, and should the mission responsible for the management of the school continue in its efforts for at least ten years, a patent to those school lands would be issued to the mission society to be held in trust for the Isabella Indians.188 Indeed, this is the only mention of trust land to be held in the Indians’ interest in the 1864 agreement; this trust was to be ultimately held by the mission society, not the federal government.

The fifth article of the treaty of 1864 specified what was to be done with the last payments due from the 1855 agreement. Instead of having those monies, some $37,600, used to secure the lands within the six Isabella townships as the original Indian petitions driving the 1864 treaty suggested, those monies were to be spent on agricultural items, livestock,

186 Art. 3, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
187 Art, 3, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
188 Art, 4, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
implements and the like, to aid those who had taken up individual allotments. Likewise, the sixth article of the treaty provided additional funds to the 1864 signatories by selling a saw mill at Isabella City just north of Mount Pleasant. Those funds would be used by the Secretary of the Interior to buy “beneficiary objects” for the Indians. As part of that sale according to article seven of the treaty, a one James Nicholson, on whose land part of the mill had been constructed, would be entitled to select an alternate eight acre parcel.

The eighth and final article of the treaty includes an obvious error. Article eight states that “it is hereby expressly understood that the eighth article of the treaty of August second, eighteen hundred and fifty-five, shall in no wise be affected by the terms of this treaty.” The trouble is that the August 2nd, 1855 contains only seven articles. It is not possible that the mistaken reference could be understood to apply to the first three articles of the 1855 treaty—those dealing specifically with the lands set aside for allotments, payments due the Indians, or the cession of their lands to the federal government, as much of the process surrounding that part of the 1855 treaty had already been completed, or was well under way by 1864. Likewise, the reference could not be to article 4, which confirmed land entries by the Missionary Society or by individual Indians. Again, there would be no need to reaffirm that process. Nor could the reference be to article 5—the promise of an interpreter. The term of that article expired in 1860. Article 7 of the 1855 treaty identified the process by which the 1855 treaty came into force. Again, there was no need to reaffirm that component of the treaty. The only possible and practical understanding of article 8 of the 1864 treaty is that it is a direct reference to article 6 of

189 Art. 6, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
190 Art. 8, Treaty with the Chippewa of Saginaw, Swan Creek, and Black River, 1864, 14 Stats. 637, 18 October 1864.
the 1855 treaty—the dissolution of the tribal organization of the signatory Indians. The Commissioner wanted to make it clear that the 1864 treaty was not intended to reestablish a tribal organization. There would be no purpose in reestablishing a tribal organization for a people who, the government hoped, would soon hold land in severalty.

Whether this error became part of the treaty during the transcription process, or whether it was simply a mistake penned into the document by the treaty commissioner is unclear, and now impossible to determine exactly. The main intent, after all, of both 1855 and 1864 treaties was to provide lands in severalty to the signatory or represented Indians. Neither treaty made provisions for the bands or tribes in common. Rather, the goal of both treaties was to provide land in severalty to individual Indians. It would be illogical, then for the treaty commissioners in 1864 to do anything contrary to that goal—a goal entirely supported by the Indians involved through the negotiation and implementation of both treaties.

The 1864 treaty council lasted four days—from 15-19 October 1864. The commissioners met with Indian representatives at Isabella and easily worked out a deal in which all parties were satisfied with the result. Shortly after the treaty was concluded, Special Commissioner Alvord described the negotiations and Indian understanding of the treaty. It is clear through his first-hand account of the treaty negotiations that in no way did the treaty establish a reservation land base to be held in trust. Rather, by the treaty, “the Indians relinquish their right to the several townships upon Saginaw Bay and agree to make selections in severalty upon the Isabella reservation.” Impressed with the loyalty of the Isabella Indians, Alvord noted that many were then serving in the Union Army, “even a larger population than the whites have furnished.”

Even so, “rebel sympathizers” who were at work to create trouble at Isabella strained those

191 Alvord to Dole, 31 October 1864, BIA, NAM, RG 75, T494, R. 4, f. 51-57.
192 Alvord to Dole, 31 October 1864, BIA, NAM, RG 75, T494, R. 4, f. 51-56.
Indian loyalties. The treaty, Alvord believed, “restored confidence and good feelings and the whole tribe may be considered at this time as a unit in its support of the government.”

The Indians also wanted desperately to hold the land certificates on property they had selected pursuant to the 1855 treaty. But they wanted more; specifically, they demanded title to their land in fee-simple. Leach admitted that should the title to individual Indians in fee-simple, “they would soon be squandered, and they would be homeless wanderers.” While the Indians had long insisted on title in fee-simple, the local agents as well as the Indian Office in Washington were truly concerned about the hasty alienation of Indian land should titles exist in fee-simple.

Shortly after the treaty was concluded, and about the same time as the land certificates due from the 1855 treaty arrived, a new problem was uncovered by Agent Leach. The agent had learned of a grand sale of “pine lands” within the Isabella townships. After researching the matter with the Ionia land office, it appeared that some “10,000 acres of land had been purchased by two Indians under 1855 treaty provisions for the benefit, I think of white persons.”

Seriously concerned, Leach pointed out that all of these lands were protected by the 1864 treaty, and that further land sales should be immediately suspended, with clear instructions sent to the local land office at Ionia until he could further research the matter. As it turned out, the Government Land Office sided with Leach, and directed that no further sales be accepted from within the lands protected for allotments according the 1864 treaty. Further, those large land sales discovered by Leach were to be cancelled and the purchase monies returned to the would-

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193 Alvord to Dole, 31 October 1864, BIA, NAM, RG 75, T494, R. 4, f. 51-56.
194 Leach to Dole, 15 November 1864, quoted in ARCOIA, 1864, 590.
195 Leach to Dole, 23 November 1864, BIA, NAM, RG 75 M234, R. 407, f. 552-553.
196 Leach to Dole, 23 November 1864, BIA, NAM, RG 75, M234, R. 407, f. 552-553.
be buyers—Charles Rodd, the government’s interpreter for both the 1855 and 1864 treaties and a Saginaw Indian, and Andrew Campeau, a mixed-blood with close ties to the Saginaws.197 Other sales of the Isabella lands were immediately cancelled. The Government Land office issued clear instructions to deny all other sales at Isabella.198 That news was not enough to quiet concerns at Isabella. Those former “rebel sympathizers,” the “Copperheads,” were working hard to disrupt matters at Isabella. The Rodd/Campeau entries totaled more than ten thousand acres of, as it turned out, the best timber lands at Isabella. The Methodist missionary George Bradley further raised the level of concern when he intimated that if something were not done soon, Michigan would “see the same trouble as in Minnesota” where hundreds of white settlers were murdered two years previous.199

The pressure was on, then, to ratify the 1864 treaty as soon as possible. Dole wanted to prohibit at once white speculators from encroaching on the Isabella pine stands, while at the same time securing the loyalties and trust of the Indians at Isabella by getting the deal they so badly wanted ratified.200 The negotiated treaty was forwarded to the Senate in mid-January 1865 where several amendments were contemplated, but not adopted.201 But other events drew the attention of Congress in the spring and summer of 1865. It was not until the following spring that the Senate got around to the business of ratifying the 1864 treaty. Finally, in May 1866 the treaty was returned to Detroit with proposed amendments. Agent Smith, who replaced Leach at Detroit, was directed to obtain the Indians’ opinion on the proposed amendments, and inform the

197 House Document 46, 40th Cong. 3d sess. 1, p. 3.
199 Bradley to Alvord, 6 December 1864, BIA, NAM, RG 75, M234, R. 407, f. 370; Bradley to Alvord, 13 December 1864, BIA, NAM, RG 75, M234, R. 407, f. 363-365.
200 Dole to Usher, 22 December 1864, BIA, NAM, RG 75, M348 (Report Books of the office of Indian Affairs), R. 14, 69.
201 Congressional Information Service, 17 January 1865, 38th Cong. 2d sess. 7.
Indian Office of their “acceptance or rejection.”202 In July of that year, Smith reported on his progress with the amended treaty relating to his superior that after the amendments had been explained to the Indians, they did “cordially agree to the same.”203 Smith took the opportunity to point out that the Indians were anxious in regard to the ratification of the treaty and their homes voluntarily gave three cheers for their Great father the President, the Secretary of the Interior, and the Commissioner of Indian Affairs and certain other friends at Washington.”204 Smith’s letter contains more evidence that the Indians understood the treaty to provide only lands in severalty in that he pointed out that the Indians specifically asked for “permission to make selections of land provided for in the treaty at once or at the earliest day practical and that a competent person be employed to assist them in the process.”205 A week later the amended treaty was back in Washington awaiting final approval of the Senate and presidential proclamation. That process was completed on 16 August 1866.

With the treaty finalized, the Indian Office had high hopes for the future of the Indians at Isabella. They were, according to H.J. Alvord who had recently visited the area, working diligently to imitate the “virtues of their white neighbors and show[ing] a commendable desire to shun their vices.”206 The Isabella Indians were now living in a mixed settlement among their white neighbors, their homesteads and farms interspersed. There was lingering concern over the substantial purchase of timber lands at Isabella—the so-called “Rust purchase.” The Bay Indians were “ready to remove,” noted Alvord, “to Isabella as contemplated by the treaty of 1864 and will do so without expense to the Government as soon as their lands are allotted. They are

202 COIA to Smith, 30 May 1866, BIA, NAM, RG 75, M21, R. 80.
203 Smith to Cooley, 7 July 1866 BIA, NAM, RG 75, T494, R. 7, f. 49.
204 Smith to Cooley, 7 July 1866 BIA, NAM, RG 75, T494, R. 7, f. 49.
205 Smith to Cooley, 7 July 1866 BIA, NAM, RG 75, T494, R. 7, f. 49.
206 Alvord to COIA, 16 November 1866, BIA, NAM, RG 75, M234, R. 407, f. 852-865.
anxious to have the allotments made without delay so that they can move during the coming winter.”\textsuperscript{207} But the status of the lands purchased by Rodd and Campeau slowed the matter. Should the resolution of that issue much longer delay the Indians’ ability to acquire their own land severally, they told Alvord that they preferred monetary payments to settle the matter more quickly. Alvord advised against it. He noted that “Indians were very clamorous for their patents under existing treaties.” Alvord believed that while many were qualified to manage their own affairs and deserving, in his estimation, of fee-simple patents, each should be evaluated on a case-by-case basis.\textsuperscript{208}

Transitions after the 1864 Treaty

By the end of 1866 the Saginaws were growing more concerned about the status of the patents promised under the 1855 treaty, and now 1864 treaty. As they believed the best lands would be sold out from under them contrary to the 1864 agreement, many Saginaws began the business of making selections before they were fully aware of exactly which lands were available to them. Encouraged by cash advances from local whites interested in the pinery, they began cutting and selling the timber before their selections could be verified as available and entered. Still doubtful of the government’s promises regarding their allotments, Saginaws would not stand idly while they perceived others were capitalizing on the local timber and land resources. In a general council he held at Isabella, Agent Smith tried to calm their fears and urged them to

\textsuperscript{207} Alvord to COIA, 16 November 1866, BIA, NAM, RG 75, M234, R. 407, f. 852-865.
\textsuperscript{208} Alvord to COIA, 16 November 1866, BIA, NAM, RG 75, M234, R. 407, f. 852-865.
stop cutting or selling interest in the timber. It seemed the only thing which would quiet the Chippewas’ concerns was the arrival of their land patents.

In early 1867, Smith pleaded with the Indian Office to resolve what he believed to be the bogus land sales of the Rust purchase. Smith believed strongly that no purchases, by either Indians or local whites, should be allowed until all of the 1855 and 1864 treaty obligations had been met. He further held that such was the position of both his predecessors, Agents Fitch and Leach. At this point, Rodd and Henry Peters, also part of the deal, admitted to Smith that their purchase the previous year was for a local white man interested in the timber of the region. This is what set off the speculation that lands were being lost before other Saginaw and Bay Indians could make their selection. It was an understandable panic. The Rodd and Peters entries were finally suspended in early 1867.

Rodd quickly sold his entries to Frederick Hall from Ionia in the days before the 1864 treaty was negotiated. Hall, upset that the entries were suspended took his case to Congress in early 1869. Hall’s argument was that the land office had permitted the sale to Rodd, who then held title to the land in fee-simple. And that clear deed legally entitled Rodd to sell the land to Hall. Neither the Indian Office, nor the Government Land office, then, had any legal basis to challenge Hall’s ownership of the parcels in question. Rodd had been quite active in securing land at Isabella, ultimately getting patents on over five thousand acres between 1869 and 1879. Rodd’s entries, and his closeness to the Indians at Isabella, both as a result of himself being

209 Smith to Bogy, 24 December 1866, BIA, NAM, RG 75, M234, R. 408, f. 202-204.
210 Smith to Bogy, 24 December 1866, BIA, NAM, RG 75, M234, R. 408, f. 202-204.
212 Petition of Frederic Hall, 2 February 1869, House of Representatives, 40th Cong. 3d sess., HMD 46, 40-3. CS 1385.
213 Petition of Frederic Hall, 2 February 1869, House of Representatives, 40th Cong. 3d sess., HMD 46, 40-3. CS 1385.
Saginaw, and having served as an interpreter, undoubtedly fueled the ever-growing interest at Isabella for the Indians there to receive their patents—and they wanted that title in fee-simple.

Not wanting to lose any more land that would have been otherwise available for their individual selections, and very shortly after the news of the “Rust purchase” controversy broke at Isabella, Indian leaders in the Saginaw, Swan Creek and Black River community at Isabella got together and drafted a formal petition to the president. In total, twenty-five leaders from the Isabella community, three signing their names in full, and twenty-three others by witnessed marks. The petition chronicled the Indians’ interaction with missionaries in the 1840s and the treaties of 1855 and 1864, both of which, stated the petitioners, “we liked very much and feel thankful for it.”

They went on to describe the changes brought about by these well-liked treaties. “The majority of our people left their roving habits of life. Threw off their Blanket and tried to live as good white men do and so we have been trying to do until now, and we wish we were a better people still.” They demanded the deeds for the lands that they had taken up, cleared, and were now farming.

We have no deeds for our land and we now fear we never shall get any. Our Agent has promised them to us very many times—year after year, but they have never [come]. About fifteen thousand acres (15,000) of our reservation has been sold to White men through (C.H. Rodd & A.J. Campeau, half breeds) without our consent and contrary to our wishes.

The loss of that land, the Chippewas argued, cost them some half a million dollars in lost revenues from the pine sales. Their specific requests to the president were clear and issued in order of importance:

1. Please give us deed of our land one and all in fee-simple.

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214 Petition of Chippewa Chiefs, 4 June 1869, BIA, NAM, RG 75, M234, R. 408, f. 675-86.
215 Petition of Chippewa Chiefs, 4 June 1869, BIA, NAM, RG 75, M234, R. 408, f. 675-86.
216 Petition of Chippewa Chiefs, 4 June 1869, BIA, NAM, RG 75, M234, R. 408, f. 675-86.
2. Make us citizens in full and give us a chance for our lives-and children, and see if some of us at least cannot take care of ourselves.

3. Annul the Rust Purchase and give us our land as we have located under the Treaty of Aug. 2d 1856 & Oct. 1864.

4. We have been paid for several years in “greenbacks” – we think we should have had gold and silver – we desire you to pay us the difference between the two.

5. To defend us or help us to defend ourselves against Whiskey, and those who sell or give it our people. 217

The petition had the desired effect, at least as when it came to the issuing of title to the selected lands, as shortly after the petition arrived in Washington, the Commissioner of Indian Affairs directed Agent James Long, now serving at Detroit, to put the matter to rest as quickly and as equitably as possible.

Shortly after taking office as the first Indian Commissioner of Indian Affairs, Ely Parker carefully reviewed and clarified the status of land allotments under the 1855 and 1864 treaties. 218 In directing Long, Parker summarized the terms, procedures, and as yet unresolved issues at hand stemming from the 1855 and 1864 treaties. In the 1855 treaty, lands were “two separate tracts of land are set apart from which selections may be made . . ..“ 219 Of no surprise to the Indians at Isabella, the list selections made under the 1855 treaty originally compiled by Gilbert in 1857 was seriously flawed. Leach’s list was accepted by the Indian Office, but not without some sixty-five errors. After those errors were corrected in 1863, Leach was sent certificates for the lands selected. There were no records in the Indian Office regarding the delivery of the certificates for the 1855 treaty selections. 220

217 Petition of Chippewa Chiefs, 4 June 1869, BIA, NAM, RG 75, M234, R. 408, f. 675-86.


219 Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.

220 Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.
The 1864 treaty in Parker’s estimation, never set aside a contiguous block of land to be held in trust for the signatory Indians as a reservation, but rather served to protect from sale unsold lands within the six townships at Isabella identified by the 1855 treaty so that those moving from the Saginaw Bay townships could make their selections at Isabella, and so those who turned twenty-one years of age after the treaties were negotiated would also have lands from which to make selections.\(^{221}\) To rectify the situation, Parker directed Long to get those Indians who had not already done so but were eligible to make selections at Isabella complete the process as soon as possible. Parker made special note that the selections must be made individually and in “legal subdivisions.”\(^{222}\) In an attempt to quiet fears that those who had made and improved selections might lose their lands, Parker made it clear that they would indeed have the “privilege of retaining such selections, if they desire to do so, provided there are no confictions…”\(^{223}\) Long was hence ordered that “Extraordinary diligence should be used to have selections made for all persons named in the lists and have the work completed and forwarded to this office at the earliest date practicable.”\(^{224}\) This work, Parker hoped, would “form an accurate basis for the issue of patents…” and put the matter to rest.\(^{225}\)

In February 1870 Long had completed the arduous task of compiling and correcting the lists of those who had take up their selections. As a result of his work, Long believed, patents could finally be issued, without certificates. In his thorough research by which he compiled this new list at Parker’s direction, Long found “most of the Indians competent. They are hard at

\(^{221}\) Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.

\(^{222}\) Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.

\(^{223}\) Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.

\(^{224}\) Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.

\(^{225}\) Parker to Long, 30 July 1869, BIA, NAM, RG 75, M21, R. 91, f. 216-223.
work,” he continued, “on well tilled farms which I have no doubt they will keep.” But in spite of Long’s work to straighten out the matter of land selections under both treaties, the issue of the “Rust purchase” resurfaced as a sticking point with the Isabella Indians. Unsatisfied with the handling of the matter by previous agents, the Government Land Office, or the Indian Office, the Isabella Indians gathered in a special council to make a deal by which they would have the land purchased by Rodd and Campeau for Ezra Rust available for their selections in severalty. Long stumbled on the Indian initiative, reading about it almost accidentally in the *Detroit Post*. The deal, brokered by George Bradley but agreed to in the Isabella council, effectively sold the Isabella pinery to lumber barons Timothy Jerome and George Williams. In return, the Indians would have the lands purchased by Rodd and Campeau available for their future selection. To be sure, the agreement entered into by the Indians at Isabella created more complications than resolution. There were now two pressing issues facing them—the legality of the original Rust purchase, and the legality and enforceability of the Jerome/Williams contract. But in the absence of certificates for other lands, little faith in the Indian Office to resolve the issue positively, and with ever-increasing outside interest in the land, those Isabella Indians concerned about access to land within the limits described by the 1855 and 1864 treaty decided it was time to take action.

From Long’s perspective, the solution to all of this was an old one. “I would respectfully request,” he urged “that patents may be issued on the corrected list as soon as practicable, as the Indians have waited a long time for them, and are very eager to obtain them, and are, I think, capable of taking care of their land.” In late 1870, the United States District Court finally declared invalid the Rust purchase, although that did little to convince the Isabella Indians that their troubles regarding land selections were behind them. Likewise, Long, not wanting further

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226 Long to Parker, 4 February 1870, BIA, NAM, RG 75, M234, R. 409, f. 121-133.
227 Long to Parker, 4 February 1870, BIA, NAM, RG 75, M234, R. 409, f. 121-133.
“conflictions” over selections within the purchase area, in reality some 10,000 acres, refused further Indian selections there.228 “Let the patents be given to them at the earliest possible day,” urged Bradley. He concurred with Long that the Chippewas at Isabella were well able to manage their own affairs.

While the cancellation of the Rust deal certainly made the Chippewas at Isabella happy, one matter, more than any other to be sure, weighed on their minds. They wanted free and clear title to the lands on which they had individually settled. To this end, they now petitioned the Secretary of the Interior in December 1870. Fifteen years had passed since the 1855 treaty and still they had not received patents on their land. They had individually made substantial investments in time and effort clearing, improving, and farming the land on which they lived and wanted assurance in the form of patents that those investments had been worthwhile. “We ask again for our patents so we can feel these are our lands, and be sure our homes are our own.”229

The earliest patents for lands selected under the 1864 treaty were recorded on 27 May 1871. Later that summer, the Indian Office assigned the task of delivering those patents to Special Agent Jno. J Knox. Sadly, by the time the patents were finally issued, more than two hundred of those owed the documents were already dead. The 1855 treaty certificates circulated by Leach were exchanged for the patents Knox delivered.230 In delivering the patents, Knox made special note of a pattern that had become gradually become more and more evident over the several years prior to the final issuance of fee-simple title.

It is estimated by the best judges that not more than one-fifth of the number to whom patents have been issued or those for whom selections have been made will for any great length of time retain possession of their lands, and at the same time

228 Bradley to President Grant, 31 October 1870, BIA, NAM, RG 75, M234, R. 409.
229 Chippewa Chiefs at Isabella to the Secretary of the Interior, 19 December 1870. BIA, NAM, RG 75, M234, R. 409.
it is almost the universal opinion of all classes of citizens of the State of Michigan that the sooner the reservations are disposed of including the one in Isabella County set apart under the Treaty of October 18th 1864, the better it will be for the Indians—the counties in which the lands are located, and the State at Large.

The Indians of Michigan are civilized have been voters in said State for the past eight years and are capable of taking care of themselves.231

Knox hit on precisely what the Chippewas themselves wanted. In fact, on the eve of the date on which the first patents were finally issued, the Chippewas demonstrated a clear understanding of the treaty history and their relationship to the United States, as well their hopes for the future. In addition to their requests that Long be appointed special commissioner to handle the final patent details, they urged the Indian Office to understand that:

The time has now arrived when our condition as wards of the Government should cease hereby request that Steps be at once taken to close those relations as such wards. By the conditions of the treaty of 1855 our tribe dissolved its tribal relations and under the provisions of the constitution of the State of Michigan we are citizens of the State capable of voting and holding office and do vote at the State, County, town and school elections and hold offices under the laws of the State.232

Those forwarding the petition wanted to make clear their case that they no longer wanted to be treated as a distinct or separate class of citizens. To that end, they explained to the commissioner that:

The conditions of the treaties have been fulfilled, or so nearly fulfilled as to no longer require the offices of an agent. … So long as we are under the control of an agent we feel in an unsettled and uncertain condition. But as soon as we shall be relieved of the Guardianship of the Government we shall feel our independence and manhood and a new era of prosperity and enlightened civilization will begin to dawn for us.233

Several chiefs and headmen signed the petition.

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231 John Knox to F.A. Walker, 8 December 1871, BIA, NAM, RG 75, M234, R. 409, f. 682-692.
232 Petition of Chippewa Chiefs to Ely Parker, 8 May 1871, BIA, NAM, RG 75, M234, R. 409, f. 456; 462-464.
233 Petition of Chippewa Chiefs to Ely Parker, 8 May 1871, BIA, NAM, RG 75, M234, R. 409, f. 456; 462-464.
Long, disappointed that he was not appointed to the task of finally delivering the patents, resigned from the Indian Office in the fall of 1871 and immediately moved to Isabella County, purchased land, and platted the town of “Longwood.” In his new village, well within the bounds of the 1855 and 1864 treaty lands, he opened a “drug store” but was within a few years was driven out of business by the local temperance organizations. Had Long, very familiar with the pattern of land holdings and land status in Isabella County understood the county to be an Indian reservation, he would certainly not have invested heavily in the lands that would become Longwood. By the early 1870s then, Long, as did those familiar with the 1855 and 1864 treaties, knew Isabella County to be just that, one of Michigan’s counties—one in which Indian residents lived in numbers along side white settlers, shopkeepers and farmers.

Conclusion

The Saginaw, Swan Creek and Black River bands had, at long last received what they so desperately wanted—title to their land in severalty. Absent from all the Indian petitions, requests and complaints over the fifteen years since the conclusion of the 1855 treaty is any mention of or demand for a reservation to be held in trust or in common. The single most frequent concern stated by the Indians involved in both the 1855 and 1864 treaties concerned with their obtaining title to the lands they selected individually in fee-simple. There can be no doubt that the Indian Office was slow in producing concrete evidence of individual land ownership in the lands set aside for the Indians in 1855, and further protected from public sale for further selections by the treaty of 1864, but neither treaty contemplated or ever intended to create a contiguous

reservation land base to be held in common by or for the Indians signatory to those treaties. Rather, the use of the term reservation in the case of the Isabella County clearly meant lands to be held back from public sale so that the Indians signatory to those treaties would have the privilege of selecting lands in severalty for their individual ownership and use.

In the years following the 2 August 1855 treaty, the language of “reserve” or “reservation” gradually crept into the dialogue between the Indian Office and the Government Land Office, and that language was picked up by local agents and other officials in Washington and Detroit and Mackinac. Even so, that language was never intended to describe a defined piece of land set aside to be held in common for Indians signatory to the 1855 and 1864 treaties. The treaty commissioners would not have drafted a treaty, nor would the Indians involved agreed to a document which dissolved their “tribal organization,” (as well as a second treaty upholding that dissolution) while simultaneously creating a reservation land base to be held in common by that dissolved entity.

This conclusion is consistent with the historical record surrounding the lands set aside in Isabella County by the 1855 treaty, and reaffirmed in the 1864 treaty. No treaty created an Indian reservation in Isabella County, but rather the treaties of 1855 and 1864 only intended to protect unsold lands from public sale in favor of individual Indian selection and entry. The language of a reservation, and specifically of the “Isabella reservation,” gradually came into a more common use in describing the lands set aside for allotment according to the 1855 and 1864 treaties. In spite of that common language, however, neither the Indians immediately party to these treaties, nor the federal commissioners, agents, or missionaries ever understood there to be a reservation land base to be held in common by or for the Saginaw, Swan Creek or Black River Indians in Isabella County, Michigan.
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Education

Ph.D. History, Areas of Concentration: Western Canada, General Canada, and British Empire and Commonwealth with an emphasis on Canadian and American Indian-white relations and Indian policy, University of Saskatchewan, Saskatoon, Saskatchewan, September 1997.
   Dissertation is entitled “In Whose Interest?: Government-Indian Relations in Northern Saskatchewan and Wisconsin, 1900-1940.”

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B.A. with distinction, Cum Laude, major in secondary education, emphasis in history, Wisconsin teaching certifications in broadfield social studies, history, geography, and political science, University of Wisconsin-Eau Claire, Eau Claire, Wisconsin, December 1989.

Experience

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   Courses taught: Native American History

Graduate Assistant, University of Wisconsin-Eau Claire, Department of History and Office of Graduate Studies and Research, August 1990 to August 1991.
   Courses assisted: Native American History; Nazi Germany; Western Civilization

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Developed UW-Whitewater course web pages, *Blackboard and Desire to Learn (D2L)* companion web pages for U.S. Experience in a World Context; American Indian History; and North American Environmental History <http://facstaff.uww.edu/guliga>

Provided technical support for Western Washington University's Academic Advising and Tutorial Center computer and computer program-related needs, 1996-1999

Developed Western's Academic Advising Center's web page, 1998.

Maintained and updated Western's printed and on-line *Degree Planning Guide* and *GUR/Scheduling Guide*, 1996-1999

Supervised the development of *ClassFinder*, Western's on-line registration assistance tool, 1997.


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“‘Determined to Burn off the Entire Country:’ Prospectors, Caribou, and the Denesuline in Northern Saskatchewan, 1900-1940,” in *The American Indian Quarterly* 26 no. 3 (Summer 2002): 335-359.
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Other Publications


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University Graduate Scholarship, University of Saskatchewan 1992-1995.


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Presentation, “Native Americans and the American Dream,” part of the Fairhaven “A Primer on American Democracy” lecture series, Whitewater, Wisconsin, 20 September 2002


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Presentation “Indigenous Rights and Natural Resources in Canada,” West Virginia University College of Law, Morgantown, West Virginia, 8 November 2000


Paper, “Law Conservation, and Indians in Saskatchewan’s North After the Transfer,” Canadian Historical Association Learned Societies Conference, Memorial University of Newfoundland, St. John’s Newfoundland, 6 June 1997.

Round Table/Table ronde, “Graduate Students and H-Net Participation,” Canadian Historical Association Learned Societies Conference, Brock University, St. Catharines, Ontario, 3 June 1996.


Workshop Instructor/Organizer, “H-Net and Media Technology on the Classroom: Humanists Using the Internet,” University of Saskatchewan, Saskatoon, Saskatchewan, 5-6 May 1995.


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College of Letters and Sciences Curriculum Committee, University of Wisconsin-Whitewater, 2000-2006.
College of Letters and Sciences, Advising Award Committee, University of Wisconsin-Whitewater, 2000.
Exempt Professional Staff Employment Relations Committee, Western Washington University, 1998.
Association for Canadian Studies in the United States, 1997-present.
American Historical Association, 1993 to present.
Vice-President, Exempt Professional Staff Organization, Western Washington University, 1997-1998.
President, History Graduate Students’ Committee, University of Saskatchewan, 1993 to 1994.
Chair, Graduate Student Search and Screen Committee, Department of History, University of Saskatchewan, 1995.
Vice-President, History Graduate Students’ Committee, University of Saskatchewan, 1992 to 1993.
Department of History Graduate Committee, University of Wisconsin-Eau Claire, 1990 to 1991.
Phi Alpha Theta, 1988 to present.
Expert Witness Statement

I, Anthony G. Gulig, have been retained by the defendant to provide a report, and if necessary, expert testimony in the case Saginaw Chippewa Indian Tribe v Granholm.

A signed copy of the report is attached to this statement and cites documents and record sets on which I relied in forming the opinions and conclusions included in this report.

My qualifications as an expert witness are highlighted by my curriculum vita, which is also attached here.

I have been compensated at the rate of $80.00 per hour while preparing this report.

During the last four years I have not provided expert testimony.