

HIST 408  
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Upper Canada Land Surrenders: Head of the Lake Treaty No. 14<sup>1</sup>

I took this opportunity to analyze the treaty that my hometown of Oakville, Ontario was settled on. I am thus analyzing the nuances, significances, and discrepancies that a document like this may produce, while remembering that Treaties are often used as tools of land dispossession in Settler-colonial contexts. This was an incredible learning opportunity, as the Sixteen Mile Creek mentioned in the text is very near to my home and now contains a recreational trail that I use frequently. I think it is necessary to consider this treaty in the context after the Toronto Purchase No. 13 that was ratified in 1787. It had the effect of displacing the Anishinabeek Mississaugas further west away from the new settlement. Thus treaty No. 14 continues this process of relocation, and abolishing their title to the land. But unlike I had assumed, it had not erased their presence fully. The tract of land in question ranges west of the Etobicoke River, past the Credit River, encompassing the land around Sixteen Mile Creek, to Burlington Bay and concluding on the other side of the head of Lake Ontario at Twelve Mile Creek before Niagara.

Primarily, the relevance of a text of this nature for a historian is that it documents the supposed land transfer. We should of course question the document for its Western understandings and function as a legal treaty. For example, was this a reciprocal relationship, or a one time land deal, and did both sides understand the nature of the agreement? The land appeared

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<sup>1</sup> <http://www.aadnc-aandc.gc.ca/eng/1370372152585/1370372222012#ucls14> (date of last access February 6 2016)

to be leased in 1805 for the rental payment of “one peppercorn” along with five shillings. The land was then “purchased” in 1806.

Chechalk, Quenepenon, Wabukanyne, Okemapenesse, Wabenose, Kenonecence, Osenego, Acheton, Patequan and Wabakagego... have bargained, and sold, and by these presents do, and each of them doth bargain and sell unto His said Majesty, His heirs and successors, all that parcel or tract of land situate in the Home District of the Province of Upper Canada, containing by admeasurement (sic) eighty-five thousand acres... (they) have granted, bargained, sold, aliened, released and confirmed, and by these presents do and every of them doth grant, bragin, sell, alien, release and confirm unto His said majesty.

Some fundamental ideas such as the understanding of land as property and title to the land being surrendered indefinitely should be questioned here. Likewise we should question the coercive nature of land dispossession treaties in Settler-colonial contexts. This text preserves only one side, one understanding, one interpretation of the events of the negotiation. With that being said, an oral history of the event would most likely differ drastically from the textual document, since what was orally ratified and what was drafted in documents have not always been the same. Oral history accounts may have preserved what the Mississauga perceived and will most likely differ from the narrative preserved in the Treaty. In the settlement frontier, negotiations could not have happened only with British practices, we have no known record or easily accessible information of Mississauga governance laws or ceremony that British delegates might have undergone and what those legal implications were for the Mississauga worldview.

The document has a clear bias towards a settlement project as evidenced by clauses that make room for settler expansion: “to the allowance for road between the second and third concession south of Dundas street.” Even though reserve lands were negotiated into this 1806 agreement, the clear mention of roads for purposes of travel, trade, and expansion are noteworthy. The contradictory thing about treaties, is they recognize Indigenous or more

specifically Mississauga title to the land, but try to exterminate it and overlay colonial sovereignty. It is no doubt interesting that the treaty negotiators felt it necessary to guarantee road allotments in this negotiation of the Mississauga's land. Interesting to me, is that fishing and harvesting rights were negotiated into the treaty. The Mississaugas appear to not have been so hastily removed from the area, but held reserves and "sole" fishing rights at the mouth of Sixteen Mile Creek, Twelve Mile Creek, Credit River and Etobicoke River. Multiple statements outline the span of reserve lands: "the reservation on the Sixteen Mile Creek, commencing on the shore or Lake Ontario at an oak post squared and marked "M.I.R. N. 45° W...." This guaranteed that the Mississauga could remain in the area, and continue their means of substance or at least fishing. The text reads

the sole right of the fisheries in the Twelve Mile Creek, the Sixteen Mile Creek, the River Credit and the River Etobicoke, together with the lands on each side of the said creeks and the River Credit as delineated and laid down on the annexed plan, the said right of fishery and reserves extending from the Lake Ontario up the said creeks and River Credit the distance hereinafter mentioned and described and no further.

The fact that these harvesting sources were protected from Settler encroachment is noteworthy and complicated the pessimistic approach I had towards this treaty, and the colonial treaty text as a genre. I will elaborate on this more below but it appears early on the pressure of "civilization" and pastoral agriculture were not being legally forced onto the Mississauga. I was surprised that originally, the negotiators felt the Mississauga could remain on their land, in very close proximity to settlers and carry on their ways of life and adapt as they felt necessary.

I was intrigued to read that reserve lands were mentioned in this treaty because currently the suburban Toronto area has absolutely no Indigenous presence. However, some more careful digging from a pair of local historians revealed that in 1818 the Crown began buying up these

reserves inside the treaty territory.<sup>2</sup> Supposedly, about a decade after the treaty was ratified the bargaining and political power of the Mississauga had been diminished as their numbers dwindled and they were no longer needed by the British as military allies: “at that time they retained the Sixteen Mile Creek and other river reserves, these were subsequently surrendered in treaties dated 1820.”<sup>3</sup> There was a strong pressure to adopt a sedentary agrarian lifestyle and conversion. One such pressure was Peter Jones who was Welsh and Mississauga Metis and converted to Methodism and became a missionary to his own people.<sup>4</sup> I felt this extended digging was necessary—not only out of my own curiosity—but as the Treaty is not the end of the lands local history. The common mass land dispossession and elimination of Indigenous title appear not to have been leveraged with this document. Instead other treaties would work as tools to continue this project. And it is perhaps those texts that also require a close reading to develop a full understanding of my home on Native land.

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<sup>2</sup> Sheila Campbell and Betty-Jean Lawrence “The Treaty Period (1801-1847)” <http://www.oakville.ca/culturerec/firstnations-essay6.html> (date of last access February 6 2016)

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