

Aamjiwnaang Chief and Council;

Late summer of 2015, I was told of a document that was found at a local Goodwill that would be of interest to Aamjiwnaang. The elderly couple that had found it knows a community member and offered it to her and it was casually it was given to myself, Dennis Plain. I decided to make digital copies and suggested that it should be presented to Chief and Council and the community by the people it was given to. The envelope containing the document reads; "Indian Agreement" and appears to be a land and timber deal dating to 1852 in Moore Township. I have urged that the original document be submitted so long as the whole community can enjoy the historical importance of the document. Many of our original treaties and or Crown/Industry agreements were lost in the band hall fire in the 1980's and to have a true original land agreement come back to the community in this way is fantastic.

I spent a few moments transcribing the agreement word-for-word and hope that when the document is finally submitted that it is properly preserved, stored, copied and known to all community members. After a period of some time waiting for the document to be put on Chief and Council minutes, I spoke with Chief Rogers expressing my excitement about the document finding its way back to the community after so long. I will inquire again about having the original document presented to the community as I feel it does not belong to any individual community member, it belongs to Aamjiwnaang First Nation.

Miigwech,

Dennis Plain

A handwritten signature in blue ink, appearing to be 'Dennis Plain', written over the typed name.

Know all men by these presents, that I Robert Brown, of the township of Moore, in the county of Lambton, and province of Canada; am hereby firmly bound to William Johnston, Thomas Johnston, John Johnston, Solomon Johnston, James Au-ne-ne-qwaaom, Ansou Au-ne-ne qwaaom, Solomon Adams, John Halfday, James Halfday, John Sau-we-he-wau-big, & Peter Sau-we-he-wau-big;-Indians of the Chippewa tribe- of the township, country, and Province aforesaid: in the sum of two hundred thousands of lawful money of this Province; to be well and truly paid to the said Indians: in which said sum I bind myself, my heirs, Executors, Administrations, and assigns, firmly by their presents, sealed with my deal, and dated this fifteenth day of April, one thousand eight hundred, and fifty two.

The conditions of this obligation are such, that if the above named Indians shall jointly or severally, faithful and punctually pay to the above founder Robert Brown, at his residence on lot number nine, in the fifth concession of the township of Moore, in the Country, and Province aforesaid; the sum of eight hundred dollars- or two hundred hundred thousand, of lawful money of this Province , namely, twenty eight dollars and seventy cents to be paid down on the date of the above Bond, and the hundred pounds, of lawful money of this Province, namely, twenty eight dollars and seventy cents to be paid down on the date of the above Bond, and one hundred dollars on the first day of October, one thousand, eight hundred, and fifty two; and the balance in four equal, annual instalments, each instalment payable annually with intent hereon, from the date of the above Bond; that is to say, the hundred and sixty seven dollars, and eighty two, and eighty two, and a half cents; on the fifteenth day of April, one thousand, eight hundred, and fifty three, with interest;- one hundred and sixty seven dollars, and eight toward a half cents; on the fifteenth day of April, one thousand, eight-hundred, and fifty four, with interest;- one hundred and sixty seven dollars, and fifty four, with interest;-one hundred and sixty seven dollars, and eight two and a half cents; on the fifteenth day of April, one thousand, eight hundred, and fifty five, with interest;- and one hundred and sixty seven dollars and eighty two and a half cents, on the fifteenth day of April, one thousand, eight hundred, and fifty six, with interest;- each of paid instalments to bear interest from, and after the fifteenth day of April, one thousand, eight hundred, and fifty two.~

In consideration of which said sum of eight hundred dollars,with interest; being faithfully, punctually, and truly paid as before stated; the before bounder Robert Brown, will give to the said Indians, or any, or either of them; a good and sufficient deed free from all incumbrance, for all that parcel or track offend; known as lots numbers six and number five, in the fourth concession of the township of Moore, in the County and Province aforesaid; containing by admeasurement four hundred acres; be the same more or less: all expenses of registering Bonds, deeds, tc. To be bourne and defrayed by the said Indians: Then this obligation to be null, void, and of non effect.

And further providing; that if the said Indians, shall fail, or neglect in any particular to fulfil the conditions herein agreed to be fulfilled by them; then and immediately this Bond to be null, void, and of none effect; and the before bounder Robert Brown to be then and immediately at full and perfect liberty to enter into, retain, resell, or otherwise as he may think prober, the above mentioned Lots numbers five and six in the fourth concession of the Township of Moore, in the Country and Province aforesaid; without repayment of monies paid by; or compensation to; or hindrance from said Indians, or any, or either of them, or any person or persons, in or on their behalf.

And the before bounder Robert Brown also further agrees to purchase all the merchantable oak timber on the said Lots numbers five and six in the Township of Moore,

in the Country and Province aforesaid; at the rate of six dollars per thousand cubic feet, of square timber: and the monies arising from the purchase of such timber, shall be allowed by the said boulder Robert Brown, on the instalment next due,- to be paid by the said Indians to the boulder Robert Brown,- after the removal of said timber, from said Lands by the said boulder Robert Brown: and the said Indians hereby agree to allow the said boulder Robert Brown to cut down, manufacture, and remove, all the merchantable oak timber on said Lands, at the rate of six dollars per thousand cubic feet of square timber.

Signed, sealed, and delivered in presence of
H.P.C Base.
David Frawanash

Robert Brown

Williams Johnson
Thomas Johnson
John Johnson
Solomon Johnson
James Aunemeqwaaom
Ansou Aunemeqwaaom
Solomon Adams
John Halfday
John Sauwepewaubig
Peter Sauwepewaubig
Shaw-won-nan-quahon

April 15th 1852
1853 Oct 6 -- By cash 64 --
Parcel 23 by cash 20 dollars 22 dollars for timber merchantable \$42
1854 April 21 by cash 100 dollars \$100
January 1 1855 11
April 18=100

Know all men by these presents, that I Robert Brown, of the Township of Moore, in the County of Lambton, and Province of Canada, am hereby firmly bound, to William Johnston, Thomas Johnston, John Johnston, Solomon Johnston, James Au-ne-me-gwaam, Anson Au-ne-me-gwaam, Solomon Adams, John Halpday, James Halpday, John Pau-we-he-wau-big, & Peter Pau-we-he-wau-big; - Indians of the Chippewa tribe, of the Township, County, and Province aforesaid; in the sum of Two hundred Pounds of lawful money of this Province; to be well and truly paid to the said Indians; in which said sum I bind myself, my Heirs, Executors, Administrators, and Assigns; firmly by these presents, sealed with my seal, and dated this fifteenth day of April, one Thousand, eight hundred, and fifty two.

The conditions of this obligation are such, that if the above named Indians shall jointly or severally, faithfully and punctually pay to the above bounden Robert Brown, at his residence on Lot number nine, in the fifth Concession of the Township of Moore, in the County, and Province aforesaid; the sum of Eight hundred dollars - or two hundred pounds, of lawful money of this Province, namely, Twenty eight dollars and seventy cents to be paid down on the date of the above Bond, and one hundred dollars on the first day of October, one Thousand, eight hundred, and fifty two; and the balance in four equal annual instalments, each instalment payable annually with interest thereon, from the date of the above Bond; that is to say, one hundred and sixty seven dollars, and eighty two, and a half cent; on the fifteenth day of April, one Thousand, eight hundred, and fifty three, with interest; - One hundred and sixty seven dollars, and eighty two and a half cent; on the fifteenth day of April, one Thousand, eight hundred, and fifty four, with interest; - One hundred and sixty seven dollars, and eighty two and a half cent; on the fifteenth day of April, one Thousand, eight hundred, and fifty five, with interest; - and One hundred, and sixty seven dollars, and eighty two and a half cent, on the fifteenth day of April, one Thousand, eight hundred, and fifty six; with interest: each of said instalments to bear interest from, and after the

fifteenth day of April, one thousand, eight hundred, and fifty two.

In consideration of which said sum of Eight hundred dollars, with interest, being faithfully, punctually, and truly paid as before stated; the before bounden Robert Brown, will give to the said Indians, or any, or either of them; a good and sufficient Deed, free from all incumbrances, for all that parcel or tract of Land; known as ^{lots} number six and number five, in the fourth Concession of the Township of Moore, in the County and Province aforesaid; containing by admeasurement Four hundred acres; be the same more or less: all expenses of registering Bonds, deeds, &c. to be borne and defrayed by the said Indians: Then this obligation to be null, void, and of none effect.

And further providing; that if the said Indians, shall fail, or neglect in any particular, to fulfil the conditions herein agreed to be fulfilled by them; then and immediately this Bond to be null, void, and of none effect; and the before bounden Robert Brown to be then and immediately at full and perfect liberty to enter into, retain, resell, or otherwise as he may think proper, the above mentioned Lots numbers five and six in the fourth Concession of the Township of Moore, in the County and Province aforesaid; without repayment of monie paid by; or compensation to; or hindrance from the said Indians, or any, or either of them, or any person or persons, in or on their behalf.

And the before bounden Robert Brown also further agrees to purchase all the Merchantable oak timber on the said Lots numbers five and six in the Township of Moore, in the County and Province aforesaid; at the rate of six dollars per thousand cubic feet, of square timber; and the monies arising from the purchase of such timber, shall be allowed by the said bounden Robert Brown, on the instalment next due, - to be paid by the said Indians to the said bounden Robert Brown, - after the removal of said timber, from said Lands, by the said bounden Robert Brown; and the said Indians hereby agree to allow the said bounden Robert Brown to cut down, manufacture, and remove, all the merchantable oak timber on said Lands,

at the rate of six dollars per thousand cubic feet of square timber.


Signed, sealed, and delivered
in presence of
H.P.C. Case,
David Hawnash


Robert Brown

William Johnson 

Thomas Johnson 

John Johnson 

Solomon Johnson 

James Aune me gwano 

Amos Aune me gwano 


Solomon Aune

John Halfday 

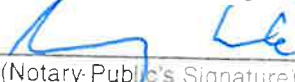
Amos Halfday

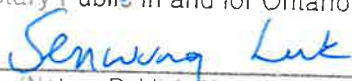
John Saw me pe wan big 

Peter Saw me pe wan big 

Amos Saw me pe wan big 

I certify that this photocopy is a true and faithful copy of the original, and that it has been carefully examined by me, compared with the said original, and found to agree with it word for word and figure for figure.


(Notary Public's Signature)
A Notary Public in and for Ontario


(Notary Public's Name)
23 Nov 2015
(Date)

My Notary Public Appointment Expires NIA

CREDEM SALE OF FARM STOCK, Implements, &c.

THE Effects of the late JOHN BROWN, will be sold by Public Auction, without reserve, at his late residence, Lot 10, 5th Concession of the Township of Moore, on

Friday, 3rd October, next,

Consisting of the following Stock, Implements, &c.

12 good Milch Cows; 5 three years' old Cattle; 6 two years' old Cows; 5 Calves; 1 good Mare, 1 Double Buggy; 1 Waggon; 1 pair Bob-Sleighs; 2 sets Double Harness; 1 Mower and Reaper; 1 self-raking Reaper; 1 Thrashing Machine; 1 Cultivator; 1 Iron Plough; 1 pair Harrows; 1 Fanning Mill; with blades, Scythes, Forks, &c. Also, 1 Cooking Stove; 1 Box do.; Chairs, Tables, &c., and a great variety of articles required about a Farm or dwelling house, too numerous to mention.

Likewise, large quantities of Wheat, Barley, Pease, and Oats; and a Stack of Straw. The whole of the above will be sold; and as most of the Implements are new, bargains may be expected.

TERMS.—Twelve months' credit will be given on all sums over \$10, upon furnishing approved joint Notes; except for the Grain, which will be sold for Cash.

 Sale to commence at 10 o'clock, A. M.

PHILIP RHEILLEY, Auctioneer.

BEAR CREEK, SEPT. 18, 1873.

"Observer's Steam Press."

I certify that this photocopy is a true and faithful copy of the original, and that it has been carefully examined by me, compared with the said original, and found to agree with it word for word and figure for figure.



(Notary Public's Signature)

A Notary Public in and for Ontario

Sewing Luk

(Notary Public's Name)

23 Nov 2015

(Date)

N/A

My Notary Public Appointment Expires _____