

# Combined Operation: The Appropriation of Stoney Point Reserve and the Creation of Camp Ipperwash

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"Public thirsts for truth about Ipperwash."  
Headline, *Sarnia Observer*, 4 March 1997

## INTRODUCTION

The issue of Camp Ipperwash is front page news in the 1990s. The lands in question consist of the former Stoney Point Indian Reserve, approximately 2240 acres, in southwestern Ontario on the shores of Lake Huron. In early 1942, National Defence decided that the Aboriginal land was required for the establishment of an Advanced Infantry Training Centre in Military District Number One and appropriated the area under the authority of the *War Measures Act*, against the wishes of the Kettle and Stoney Point Band. The Department of Mines and Resources, responsible for Indian Affairs at the time, and the Department of Justice facilitated the action.<sup>1</sup>

This paper examines the history of the appropriation of Stoney Point Reserve and the establishment of Camp Ipperwash through the archival record. It is a subject of public and governmental interest, but has somehow avoided serious and in-depth historical scrutiny to this point.<sup>2</sup> The current information presented to Canadians in the media is controversial, often inconsistent, unsubstantiated and overly subjective. This study assesses the history of the appropriation portrayed by the media and interested parties in negotiations (the Kettle and Stoney Point Band, descendants of the former residents of the reserve, and government), and suggests that some elements of the truth about the appropriation have been obscured over the last fifty years.

One of the most persistent debates between military authorities and the Band members has been adopted by the press. Allegations that National Defence breached a promise to unconditionally return the land to the Indians at the end of the war have existed since the 1940s, and newspapers have described this commitment in various levels of detail and with very different meanings. For example, the *Sarnia Observer* of 28 May 1997 stated that the military promised to return the land when it was no longer needed. An editorial in the same newspaper dated 18 July 1997 concluded that "Camp Ipperwash was originally slated to be returned to natives after the war, but the military continued to insist it needed the base for military purposes." This was substantively different from a comment made by the *Sarnia Observer* on 14 March 1992, which stated that the Native residents were "promised [that] the return of the land would be negotiated when the armed forces no longer needed it." In the most unadorned terms, the *London Free Press* of 6 June 1997 simply stated that "the land was to be returned at the end of the Second World War."

The debate over National Defence's commitment to return the land after the war is important for several reasons. First, if allegations of improper military use at the end of the war prove correct, the Crown breached its fiduciary duty and failed to honour the terms of the appropriation. Second, the claim that the authorities illegally occupied the land continues to make a compelling argument against the military in terms of public opinion. However, the issue about the land's return is clarified by analyzing archival materials on the discussions leading up to the appropriation. It is shown that National Defence officials always intended to use the base after the war, and that while a promise to return the land to the Aboriginal residents was made it was accompanied by strong conditions that are often absent in the brief histories presented in the media.

Historians and journalists are quick to place the appropriation of Stoney Point into the course of history, attributing the tragedy of recent years to the Government's hard-handed tactics of 1942 and its inability to fulfill its obligations. In light of the conflicting perspectives on the event, there is a need to examine the government's land selection process, its interactions with the Kettle and Stoney Point Band, the structure of negotiations leading up to appropriation, and the contents of the order-in-council that authorized this severe measure.

## **BRIEF BACKGROUND ON THE HISTORY OF KETTLE AND STONEY POINT BAND**

On-going negotiations between the Anishnabek inhabitants of the Kettle and Stoney Point area in the 1990s have brought to the fore a fierce debate over the degree of historical separation between the two reserves. Testimonies from the parties involved and media interpretations of the past often sharply contrast with one another; this makes the situation difficult to understand. From one perspective, the occupants of the former military training facility and their supporters make the case that the residents of Stoney Point Reserve, historically and at present, form a separate legal entity from the Chippewas living at Kettle Point.<sup>3</sup> In contrast, other newspapers, Government press releases, and some Aboriginal groups have only recognized the existence of one band, the Kettle and Stoney Point Band, and have characterized the occupants of the base as merely a dissident group. Victor Gulewitsch, in his brief history of the Chippewas of Kettle and Stoney Point Band, stated that only one band ever existed on the two reserves, and Tom Bressette, the former elected chief of the Kettle and Stoney Point band, always maintained the Stoney Pointers were not a separate entity.<sup>4</sup> The federal and provincial governments have never accepted the legal existence of separate Stoney Point and Kettle Point bands, noting that only one entity exists in their records, contrary to the assertions of the Ipperwash occupants. Where, then, does this distinct Stoney Point Band fit into the historical record?

Contrary to the perspective articulated by the *London Free Press* and the self-proclaimed 'Stoney Point Band members,' archival material suggests that a separate "Stoney Point Band" did not exist in 1942. Instead, the emergence of a 'Stoney Point First Nation' or 'Band' appears to be an outgrowth of discontent with negotiations in recent decades. That there has been considerable confusion in this regard is not surprising, given the complex history of internal Aboriginal disputes over the administration of the Stoney Point Reserve up to 1942.

Ancestors of the current Anishnabek inhabitants of the region are historically said to have controlled the coast of Lake Huron from Blue Point to Goderich. They were hunters and gatherers, not residing in the area on a full-time basis but rather pursuing the resources of nature as the seasons allowed. The Aboriginal peoples are said to have quarried at Stoney Point for thousands of years, the trade in flint from the area for stone tool and weapon production linking the people to many other Native communities through indigenous trade routes.<sup>5</sup> Following centuries of separate Aboriginal social, cultural and political evolution, contact with Europeans beginning in the late fifteenth century ushered in a period of sustained and intense interaction that was and continues to have profound and lasting effects on both the Aboriginal and non-Aboriginal societies. During the time of the Jesuit missions in Huronia (1660s) and the 'fur wars' (which saw the destruction of the Hurons and Neutrals), the Ojibwa lived further to the north. As the Iroquois withdrew or were driven out over the next century, the Ojibwa moved into what is now southern Ontario to 'recolonize their territories.' Although academic debate persists over the exact time frame and details of the re-occupation, it is clear that by the early eighteenth century Ojibwa peoples were residing in 'widespread' regions of southern Ontario.<sup>6</sup> During the American Revolution and the War of 1812, 'His Majesty's Indian Allies' in the fledgling Loyalist colony of Upper Canada demonstrated loyal and dedication to the British Crown. Among these allies were ancestors of the Ojibwa, Potawatomi, and Shawnee peoples (including Tecumseh himself) who gathered together at Kettle and Stoney Points.<sup>7</sup>

The period following the War of 1812 was marked by the signing of treaties and the creation of reserves in southwestern Ontario. Under treaties No. 27 ½ (the Amherstburg



Treaty), and 29, the Chippewas of the area retained reserves on Walpole Island, Sarnia, Stoney Point (also called Rivière aux Saubles, 2,555 acres), Kettle Point (2,224 acres) and Moore. The reserves of Wiiwkwedong ("by the bay," now Kettle Point) and Aashoodenong ("the other side of town," now Stoney Point) were separated by a one and a half mile strip of land owned by the Canada Land Company, but were administered in a common band structure with the three other reserves.<sup>9</sup> In 1836, the Chippewas of Chenail Ecarte and St. Clair were split into two bands. The Chippewas of Walpole Island were divided from the Chippewas of Sarnia (consisting of the Sarnia, Kettle Point and Stoney Point, or River aux Saubles, reserves). Under this division, the land and other assets were split between the two bands.<sup>9</sup> However, by 1891, the Chippewas living on the Stoney and Kettle Point reserves were clearly disgruntled with the existing arrangement with Sarnia and petitioned the Department of Indian Affairs over the next three decades to separate their two reserves from Sarnia. While some historians<sup>10</sup> have suggested that the campaign to separate from Sarnia was undertaken by the Kettle Point and Stoney Point bands as separate entities, the Kettle and Stoney Point Indians always considered themselves as a single band. The Chiefs and Councillors representing the Kettle and Stoney Point Reserves explicitly stated, time and time again, that they wished to be set apart from the Chippewas of Sarnia and form a separate band, not two.<sup>11</sup> On 1 May 1919, P.C. 915 was approved by the Governor General of Canada, and the authority was "given for the division of the Chippewas of Sarnia Band and the Chippewas of Kettle Point and Stony Point Band, respectively, and for the division of the lands, capital and annuities."<sup>12</sup>

It took less than ten years for the territorial sanctity of the Kettle and Stoney Point Band's two reserves to break down. In 1927 and 1928, the Band surrendered a part of the waterfront at the Kettle Point reserve and most of waterfront of the Stoney Point reserve to private interests. In 1929, the remainder of the Stoney Point waterfront was sold to the Province of Ontario to create Ipperwash Provincial Park. The Kettle and Stoney Point Band has questioned the validity of the surrenders and the fulfillment of their associated conditions in court, alleging "tainted dealings" and breaches of fiduciary duty by Indian Affairs. In March of 1997, the Indian Claims Commission (ICC) concluded that the 1927 surrender was valid and unconditional, supporting the ruling of the Ontario Court of Appeal, but found that Canada had breached its pre-surrender and post-surrender fiduciary duties towards the Band. Consequently, the commission concluded that the claim of the Chippewas of Kettle and Stoney Point First Nation be accepted for negotiation under the Specific Claim Policy.<sup>13</sup>

The perception that these purchases were illegal, and that the Indian Agent did not have legitimate support from the whole Band, led to the armed occupation of Ipperwash Provincial Park (property alongside the former military camp). Some members of the Kettle and Stoney Point Band expressed clear distaste for the surrender of the beachfront lands by Indian Affairs at the time. In an ironic twist of fate, Cornelius Shawnoo (a former chief) wrote a letter to the DIA in February of 1928 which threatened to call upon the Department of National Defence (DND), "as their former comrades in arms" (based on the 1812 military alliance), to help them defend their treaty rights and protect their lands. DND did not intervene in 1928 and would take over a much larger piece of the Band's property a mere fourteen years later.<sup>14</sup>

## **THE SECOND WORLD WAR AND THE SELECTION OF STONEY POINT RESERVE FOR MILITARY TRAINING**

In early 1942 the phoney war was over. Continental Europe had been overrun by the Nazi war machine, the Balkans lost, the Middle East and the Suez Canal on the edge of defeat. The Japanese attacks on Hong Kong and Pearl Harbour opened the Pacific theatre, and both Canada and the United States watched an apparently invincible Japanese military pour into South-East Asia. Amongst the nearly 2,000 members of the Winnipeg Grenadiers and the Royal Rifles of Canada who became Japanese prisoners of war at Hong Kong were at least sixteen Canadian Indian and Métis soldiers, nine of whom died from wounds and injuries.<sup>15</sup> A Japanese submarine lobbed a few shells at the Estevan Point Lighthouse and fled (the first and only direct enemy attack on Canadian soil since 1814), and German u-boats began to take their toll on the merchant Navy and RCN vessels in the St. Lawrence. The war was hitting home. In November 1941, a Gallup poll found that a full sixty percent of Canadians believed the war effort should be stepped up and conscription imposed. In Ontario, Premier Mitchell Hepburn, one of King's great

enemies, toured makeshift barracks and drafty exhibition halls where army recruits were huddled, collecting evidence of scandalous unpreparedness and voicing strong criticisms of Ottawa. A shroud of uncertainty and fear was the backdrop to the military, economic and political decisions made at the time.

Infantry training in Canada, or the lack thereof, was a focal point of concern. Many shared the Ontario premier's concern that the troops were not being adequately prepared for overseas engagements. Thus, by late 1941, military authorities made it clear that training in Canada for both overseas and home fronts was a priority. From February 1941 to January 1942, C.P. Stacey noted three army officer training centres, thirty-four basic training centres, and twenty-one advanced training centres were placed on active service.<sup>16</sup> In some areas of the country this required that land be obtained and infrastructure projects undertaken to fulfill this commitment.

**Military District No.1** comprised of eleven southwestern Ontario counties, was the smallest and most compact of the many military districts in Canada. Headquartered in London, the whole area of the district was thickly populated except in the northern portion which was not easily accessible and was subject to heavy snowfall. Most of the land areas were already highly cultivated, making the cost of acquiring sufficient land to provide a rifle range and training area great, and would divert such land from productive use.<sup>17</sup> These factors, the commander of the Military District explained, were likely the reason why the district had never had a permanent training area prior to the Second World War.

From time to time before the war, reconnaissance was undertaken with interest in obtaining a training area for the District, but the difficulties mentioned above consistently arose and inhibited progress on the matter. The Pinehill area, south and east of Thedford, was considered at one time, but the challenge in providing an adequate water supply could not be overcome. In late 1941 and early 1942, with the war entering its third year and pressures mounting on the Canadian military, interest was once again generated by the commanding officer in the district to open an advanced training centre in the area.<sup>18</sup>

On 28 January 1942, the Secretary at the Department of National Defence (Army)<sup>19</sup> issued a memorandum to the Engineering Services Branch regarding the expansion of advanced training centres. Upon receipt of the letter, military authorities in London responded to the request for further study of the District. Reconnaissance was made of areas near Windsor, around Cedar Creek, and in the vicinity of Port Stanley. The neighbourhood of Chatham and Watford was also assessed. Despite these efforts, however, "nothing of a very satisfactory nature was discovered."<sup>20</sup> Then the Indian lands on the south shore of Lake Huron captured the attention of DND officials.

Brigadier-General D.J. MacDonald (the District Officer Commanding or D.O.C.), and other high ranking officers of Military District No. 1 visited the Indian Agent at Sarnia, George W. Down, on 5 February 1942. The military officials had been surveying lands in the County of Lambton for a possible military camp, and indicated to him that they were considering the possibilities of the Stoney Point Reserve. From MacDonald's perspective, the reserve land appeared to be ideally suited for the military's purposes. The southern portion of the territory was cleared and levelled, the soil was light and "indifferently cultivated by the Indians"; although the land required draining, the existing ditches and creeks appeared to function. The central portion of the reserve was found to be scrub brush growing over large sand dunes, accompanied by some "swampy bits," with a dry and sandy portion of land near the beach. It was also noted that the Canadian National Branch line was only nine miles away at either Forest or Thedford, making the area accessible. An ample water supply could be obtained from the Artesian well in the Town of Forest (surface wells in the vicinity were deemed unsatisfactory and a deep well might not be satisfactory because of underlying salt beds) by constructing a pipe line. From his preliminary observation, MacDonald estimated the value of the land at \$15.00 per acre for the cleared portion and \$10.00 per acre for the remainder, making the total cost "possibly \$30,000."<sup>21</sup>

For training purposes the reserve offered tremendous potential in the eyes of the D.O.C.. It contained "ample and suitable training area for all types of individual training required at an advanced infantry

training centre, including driving instruction in Bren carriers and lorries." Furthermore, "open country" in the vicinity would be suitable for manoeuvres. A rifle and battle practice range, Brigadier MacDonald envisioned, could be located firing in a north-easterly direction, having the danger zone entirely within the area, and the best camp site would be situated in the south portion adjoining the Blue Water Highway. The climate would be "delightful" in the summer, with winter conditions "moderate compared with most parts of Canada." The scrub and sand dunes in the area, he observed, would offer protection to the actual training area from winds blowing in off Lake Huron. In summary, MacDonald perceived that:

This area, if acquired now, would be suitable for a district training camp - other arms than Artillery - when peace is re-established.

It would also, it is thought, provide suitable facilities for advanced engineering training at the present time.<sup>22</sup>

Both short- and long-term potential in the area made the reserve an appropriate site. The D.O.C., in his letter to the Secretary at DND, considered the Stony Point area to be so "much more suitable than other areas reconnoitred" that he made no other recommendations as to where a Military District No. 1 camp should be established.<sup>23</sup>

During their meeting on 5 February, MacDonald asked Indian Agent Down what procedure the army would have to follow to acquire the Stoney Point Reserve from the Indians to establish a training centre. National Defence was informed that the consent of the fourteen families living on the reserve would be required prior to acquisition. Down believed that obtaining this consent would be possible, given that the families could be given allotments at Kettle Point. In fact, he saw it as "a wonderful opportunity to gather a few straggling Indians and locate them permanently with the main body of the band at Kettle Point" to cut down on band and Department expenses for schools, roads and visits by the agent. The Indian Agent advised the General that the proper procedure was to call a general meeting of all adult males to vote on the proposed purchase, including those working in the war industries in Sarnia. There the proposal would be explained and the decision rendered as to whether the voters wished to lease, temporarily surrender or permanently surrender the lands in question. With the consent of a majority of voting band members the proposal would then be submitted to the Department of Indian Affairs for approval. Down also assured General MacDonald that he would strive to encourage a favourable decision from the Band.<sup>24</sup>

Several important notions held by the government were already clear. National Defence was immediately committed to the idea that the Stoney Point Reserve possessed the most ideal land for training in the area. This seemingly objective conclusion was derived from detailed reconnaissance of numerous sites throughout the area, and substantiated in discussions with the Indian Agent. The responses given by Down provided the military with the impression that the land would be obtained with the Band's concurrence and little complication. Furthermore, the Indian agent found some very practical reasons why the sale of the land could benefit his department. It would reunite Band members on a single reserve, a situation which he saw as favourable given the small group living on Stoney Point, and would be fiscally sound by reducing departmental expenses.

On the same day the military officials first visited his Sarnia office, Down wrote a letter to the Secretary at Indian Affairs, T.R.L. MacInnes, informing him of the possibility that National Defence might apply to use the Stoney Point Reserve for military purposes. In his reply, MacInnes confirmed the information given by Down to MacDonald, stating that the discussed procedure was that which "invariably followed in connection with such matters." However, if the proposition was one of "extreme urgency," the Secretary informed his agent, DND "would have authority to expropriate any lands required, but such action is rarely necessary."<sup>25</sup> Even in the initial exchange of information between Indian Affairs' officials, the reality that National Defence could obtain the land with or without the Band's consent was understood.

National Defence authorities were content with MacDonald's choice of location. In a memorandum dated 18 February 1942, the Directorate Engineering Services (D.E.S.) informed the Quartermaster-General

that the Minister had approved the construction of a training centre in M.D. 1, with the location to be chosen by Brigadier MacDonald (the D.O.C). MacDonald had recommended the Stoney Point Reserve, and the Directors of Military Training, Mobilization and Recruiting, and Staff Duties concurred with his decision. Under these circumstances, the D.E.S. sought the authority to enter into negotiations with the Department of Indian Affairs for the acquisition of the Indian land. A sum of \$500.00 was requested from N.D.H.Q. Reserve so that a test well could be constructed and the necessary expenses to prepare the design and survey of the site would be covered.<sup>26</sup>

At this point, the bureaucrats in Ottawa began frequent interdepartmental communication regarding the Stoney Point initiative. On 21 February, the Acting Deputy Minister of the Department of Mines and Resources (DMR, responsible for the Department of Indian Affairs branch since 1936) received a letter from National Defence about the reserve. Lieutenant Colonel Goodwin Gibson, DND's Real Estate Adviser, reiterated that the military was anxious to establish the infantry training centre in the area as the reserve was "admirably suited for the purpose." Gibson stated that he would appreciate it if Mines and Resources could "see its way clear to implement the disposal of the Stony Point Reserve" to DND and indicate a purchase price. The colonel also brought up the issue of the test well, suggesting that if the DMR agreed in principle to implement the transaction, DND would appreciate that the authority be given to proceed with drilling, leaving the negotiating of price until a later time.<sup>27</sup> On February 23, the Deputy Minister forwarded Colonel Gibson's letter to Dr. McGill, the Director of the Indian Affairs Branch, to prepare a draft reply.<sup>28</sup>

Discussions continued within the DMR. Just after noon hour on that very day, McGill sent a telegraph to G.W. Down, the Indian Agent at Sarnia, requesting an update on the negotiations with DND. Down replied immediately, informing the Director that no further conversations had taken place with the military since the beginning of the month, but that he would keep headquarters informed of any updates. On 26 February, the Indian Agent followed up with new information as promised. He had spoken with MacDonald on the phone regarding the Stoney Point Reserve, and recognized that DND and Indian Affairs had a "difference of opinion" as to the procedure necessary to open negotiations. National Defence suggested that negotiations should commence with the Indian Affairs Branch, but Down replied that (while this could be done) it deviated from the usual procedure and did not lend itself to smooth negotiations. MacDonald rested the matter there, pausing to converse with his superiors in Ottawa before proceeding.<sup>29</sup>

## **OFFER AND REJECTION**

Acting on the instructions of the DND Real Estate Advisory Department, the military District Engineer Officer and a real estate agent visited the Stoney Point reserve to appraise the property on Friday, 27 February. Colonel William Vietch and Bert Weir made personal calls to six "owners" and inspected the land and buildings on fourteen properties along Highway 21 (formerly known as the Blue Water Highway). From the Colonel's standpoint, both Weir and himself were well received by the families they visited, and it was apparent that the residents were "aware of the negotiations pending." Furthermore, it was believed from their conversations that the Indians would give up their land for war purposes and move to a new location.<sup>30</sup>

In his appraisal report, Mr. Weir furnished a fairly detailed assessment of the Stoney Point Reserve. The location and size of the property was noted, followed by a description of all the buildings on the property, their owner, and their approximate value. In Weir's estimation, the 25 lots of about 80 acres (2240 acres in total) were "well worth fifteen dollars per acre; this the price that one Indian could sell to another Indian for," and the buildings were worth approximately \$8000 in total. From this information, the value of the land and buildings was appraised at approximately \$41,600.<sup>31</sup> This assessment was important as it formed the basis for DND's eventual offer to purchase the Stoney Point land from the Band. Not all would agree that it was an appropriate value.

After inspecting the properties, Weir and Colonel Vietch drove to Sarnia and met with Indian Agent George Down at his office. Down provided both visitors with "considerable information regarding this band of Indians, known as Pottawatamies," and once again reiterated his opinion that no difficulty would be encountered in having the Indians vacate the reserve. Furthermore, the agent stated that \$15 per acre was the price agreed upon in that location for the sale of land between Indians and he expressed his surprise that the Band members had mentioned this price to Mr. Weir.<sup>32</sup>

The estimation of the land, based upon "the price that one Indian could sell to another Indian for," proved important for several reasons. Due to the very nature of the reserve system, where the market for selling reserve land is limited to agreements between Band members, prices were deflated when compared to the open market off reserve. While this makes reserve land attractive because it is cheaper to buy, it also raises questions of fairness. In re-assessments of Crown monies paid to Indian Bands in land purchase contracts, the Bands often expressed the view that compensation paid by the Crown or private parties was insufficient. Stoney Point was no exception. The figures suggested as common by the Band members provided the basis for the Government's dealings throughout 1942, though the Indians felt the proposed compensation (which was eventually the amount paid) was unfair. This has been a source of contention in negotiations between the Band and federal government since the 1970s. A [1981 agreement](#) between the Kettle and Stoney Point Band and the federal government promised to return all of Camp Ipperwash to the Band, including the beachfront property obtained from non-Aboriginal interests in 1944, and led to cash compensation paid to the Kettle and Stoney Point Band in 1982. As such, the verdict of history vis-à-vis land claim negotiations, has determined the amount paid to be unfair.<sup>33</sup>

The meeting between Mr. Down and the military authorities yielded several other important considerations. To proceed, the agent reiterated that it would be necessary to call a Band Meeting, after seven days' notice, for discussion of the matter. Once a "stamp of approval" (the Band's consent) was received for the location, DND alone would determine the amount of time necessary to complete the purchase. Down explained that the Band meeting required the authorization of the Director of Indian Affairs in Ottawa, and he also recommended that DND representation from the London Headquarters should be present at the gathering. During the discussion, Colonel Vietch observed that the establishment of a training facility could actually benefit the Band:

I suggested the employment of able-bodied Indians on the construction of the Training Centre, more specially in the clearing of the bush, etc. Mr. Down strongly recommended that the fact that the Indians could be employed be stressed at the meeting. This employment can be arranged.<sup>34</sup>

DND officials obviously showed some interest in the well being of the Band members. Whether this concern was pragmatic or genuine, and how far this interest extended, especially in light of opposition, was perhaps best answered in later correspondence and actions.

As a final note, the Indian Agent informed the officers that the following day he was moving to another reserve but that he would continue to offer his services in any negotiation with the Kettle and Stoney Point Band as the members "were personally known to him." On 2 March, M.W. McCracken replaced Down as the Indian Agent in Sarnia, however the new agent made it explicitly clear that he felt the Stoney Point issue "was too much of a proposition to hand over to him" at that time. Down informed McCracken and his superiors at Indian Affairs that he would call the meeting and carry out negotiations if the Department so desired. Otherwise, having made no commitments or promises of participation, Down said he could discontinue negotiations and drop from the field altogether.<sup>35</sup>

As expected, the Director of Indian Affairs replied several days later, expressing his satisfaction with Down's cautious approach. Negotiations had not developed as fast as anticipated, and an offer had not yet been received from National Defence. Down was told that nothing could be done at the moment, but that when "matters progress to the point where we are faced with the necessity of a submission to the band that the actual submission should be entrusted to you rather than to Mr. McCracken who will not yet

have found his feet at Sarnia." The Director recognized that Down's acquaintance with the Band would be crucial in any future dealings, and requested that the former agent remain prepared to "take up the detail of these negotiations" when called upon by the Department.<sup>36</sup>

On 4 March 1942, Lieutenant-Colonel Goodwin Gibson, DND's Real Estate Adviser, sent a memorandum to the Quartermaster-General (Q.M.G.) updating him on the proposed training centre at Stoney Point. DIA had recently advised DND that the "Indians were unwilling to lease the property but would be agreeable to sell," and consequently outright purchase was recommended as the desired course of action. The residents would be allowed to remove all their buildings and chattels within a "given time," allowances would be granted to the current owners of Reserve lands for moving expenses, "disturbance, forcible taking<sup>37</sup>, and compensation in the way of re-establishing the various small Indian farmers." Total compensation was not expected to, and should not, exceed \$50,000 according to Gibson. The real estate adviser commented on the future use of the property after the war, an issue that would become a point of repeated discussion and controversy. The importance of this provision to the future debate over the former reserve requires that it be stressed and presented as it appeared:

In taking up the matter with the Deputy Minister of the Department of Mines and Resources, it was suggested by him that the Department of National Defence purchase the property for an Advance Training Centre, and in the event that at the termination of the War *no further use could be made of this property*, that negotiations could again be entered into with the Department of Mines and Resources *to transfer the land back to the Indians at a reasonable price*, which would be decided at that time. [italics mine]

In time, this clause would be construed, by the Band and government authorities, to mean that DND had always assured the Indians that their land would be returned as soon as hostilities ceased. Clearly the wording never stated anything so explicit. As a final note, Gibson requested that the Q.M.G. reply quickly given the urgency of the matter, and that (if he concurred in the recommendation) instructions be given to prepare the necessary Order-in-Council authorizing the purchase.<sup>38</sup>

A memorandum was sent to Colonel McKenna (DND's Director of Engineering Services - D.E.S.) by the Departmental Real Estate Adviser on 18 March, updating the colonel on the status of negotiations with the Department of Mines and Resources regarding the reserve. The ADM(Army) and Q.M.G. had approved the purchase, and DMR had appeared to agree with the inclusion of several specific terms. The suggested purchase price, including compensation for moving Band members and all of their buildings and chattels, was seen as reasonable. Furthermore, the clause providing for the return of the land to the Indians when no longer required by DND (at a reasonable price to be determined at that time) was to be included. The D.E.S. branch was requested to draft a complete submission to Council detailing the purchase offer (because they had all the particulars as to cost)<sup>39</sup>. In the motion was of high priority so the draft was completed by the following day.

On 19 March 1942, McKenna sent a memorandum, accompanied by the draft submission to Council, to the legal wing of DND for appraisal. The Judge-Advocate General replied two days later that the document should explicate that the Indian Affairs Branch had agreed to the terms and conditions mentioned, if this was the case. Furthermore, the JAG noted that, since the Indian band on the Reserve had "some interest in the property," certain formalities had to be complied with required under the *Indian Act*. In view of the large capital expenditure that was intended, JAG suggested that a formal statement should be obtained from the Indian Affairs Branch (on behalf of itself and the Indians) stating their willingness to convey the property and assuring that all the requirements of the *Indian Act* pertinent to the matter had been met. The D.E.S. quickly passed this information on to the DND Real Estate Adviser, pushing him to have the matter immediately adjusted with the Director of Indian Affairs. Construction was to proceed as soon as possible, and options to "expedite the case" should be explored; it was understood that expropriation proceedings could be undertaken "if necessary." However, in JAG's opinion, the



correspondence he had seen suggested that an "amicable arrangement" could be reached with the Band.<sup>40</sup>

The surrender offer was submitted to the Deputy Minister of Mines and Resources on 21 March, accompanied by a copy of Weir's appraisal. The Deputy Minister of DND (Army) noted that a representative had already promised that DMR would "implement the disposal of the Stoney Point Reserve" to DND to establish an advanced training centre, and that DND was anxious to begin the process as soon as possible. It was officially requested that the necessary Band meeting be called as soon as possible. Furthermore, DND's offer included compensation for the land and buildings (\$41,600) and an additional \$3,400 for further expenditures in re-establishing the Indian families on other Indian lands. At this point, DND anticipated that \$45,000 would cover the total costs associated with purchasing the Stoney Point Reserve.<sup>41</sup> This figure was eventually upped to the "even sum" of \$50,000 at the request of DMR officials who believed that the moving cost estimates were too low.<sup>42</sup> DND did not object.

While military officials corresponded internally, the bureaucrats at Mines and Resources were concurrently developing their own strategy. On 23 March, the Chief Executive Assistant of DMR, C.W. Jackson, spoke with the Director of Indian Affairs and forwarded DND's offer and appraisal report. The next day the Director responded to Jackson's memorandum. Steps had been taken to submit a surrender to the Kettle and Stoney Point Band at a meeting to be held on the tentative date of Tuesday, 31 March. Mr. Down and Mr. McCracken had received instructions by phone, and were forwarded copies of a note to "assist them in answering questions [about the proposed purchase] by the band and individual band members." Furthermore, since the Indians of the Kettle and Stoney Point Band who were working in Sarnia might require transportation to get to the meeting, the agent at Sarnia was authorized to provide the necessary transportation at his discretion.<sup>43</sup>

In a letter to McCracken dated 24 March 1942, the Superintendent, Reserves and Trust (D.J. Allen) discussed the positive effects of the proposed sale of Stoney Point reserve to National Defence:

With respect to the list of white owners [on Kettle Point], this would appear to us to be a golden opportunity not only for us to get rid of these white trespassers but to give the said white trespassers an opportunity to sell their interests on the reserve to bona fide band members and get a fair price.

In the judgement of this office considerable pressure should be put on these whites at this time to get them off the reserve, and the room they are taking should provide for at least some of the fourteen families that have to be moved onto Kettle from Stoney.

Allen also looked at the sale of the land as an opportunity for Aboriginal employment "in the preparation of the military field," as MacDonald had earlier suggested. He saw National Defence as "generous employers of labour" and expressed his personal belief that "Indians who need jobs can get them if they are alert and make their applications early -- to the right people."

The Superintendent also forwarded to McCracken reference material and suggestions to aid in preparing the Agent and the Band for DND's proposed offer. Surrender documents and instructions, voters lists, and affidavits were provided, with a copy of a letter indicating people of white status who owned property and resided at Kettle Point. A departmental record of Location Tickets for the Kettle Point Reserve was furnished for planning purposes. Furthermore, copies of the appraisal report (indicating the compensation allowed for each owner at Stoney Point) and suggestions for guidance in presenting the proposal to the Band were provided to the agent and Mr. Down. As for the appraisal report, Allen suggested that McCracken use it with discretion, "possibly to the extent that a man's own case should be discussed with him and not his neighbors." While this might not have been a very important consideration, Allen noted, it could start "comparisons and hatch up all kinds of funny ideas about comparative values that it may be well to avoid." The information was to be used to make the necessary arrangements for the Band meeting, which the Branch requested be held at the "earliest practical date," and to ensure that once a

vote was registered (which one assumes, by the letter, that Allen took for granted would be favourable) the Stoney Point residents could be moved immediately to Kettle Point. If buildings were to be removed or demolished, a "very definite promptness" would be needed to effect these actions since "the army will not wait on their convenience and any shack that is not removed promptly might conceivably have a match touched to it to get it out of the road."<sup>44</sup> Indian Affairs recognized that the military was impatient, and planning could not wait until after the surrender was made.

The response of officials at DMR to the developments that had already taken place is intriguing for several reasons. The Indian Affairs representatives knew that the *War Measures Act* afforded the military appropriation powers but they maintained the belief that these would not be required. The bureaucrats were confident in their abilities to convince the Band members that the offer was in their best interests. Furthermore, while the Indian Affairs Branch and DND had a difference of opinion regarding negotiating procedures, the military's negotiating process was adopted. DND wanted negotiations to commence immediately with the bureaucrats, not with the Band, and Indian Affairs officials recognized that this deviated from the usual procedure and did not lend itself to smooth negotiations. Representatives from Mines and Resources were charged with the responsibility of espousing the merits of the purchase offer and procuring a favourable vote. The structure of the negotiations between the Band, DMR, and the military offers insight into the perplexing role played by Indian Affairs. Bureaucrats with the Indian Affairs Branch had a "double duty," attempting to convince the Kettle and Stoney Point Band to accept the purchase offer and responsible for ensuring that the Band members were treated fairly as legal guardians of the Indians under the *Indian Act*.

The positive ramifications, cited by Indian Affairs, that would accrue to the Indians through a land sale may be assessed with a degree of skepticism. Indian Agent Down saw the establishment of a military facility as a chance for increased Aboriginal employment. His efforts to obtain favourable concessions for the Kettle and Stoney Point Band were commendable, but did not address the reality that Indian ownership of the land would be lost. Furthermore, the optimism expressed by DIA officials that the sale would provide an impetus to rid the Kettle Point reserve of White inhabitants was not necessarily perceived as positive by the Band members. Whether the Indians had a problem with these non-Aboriginal residents was not clear in the archival record. It was never stated who these 'White' inhabitants were, and they may have been closely identified with the Band in some form. For example, Indian women who married non-Indian men lost their status, and some of these non-status Aboriginal families might have been amongst those present on the reserve. Lastly, the expediency with which the bureaucrats advised that the Stoney Point residents be moved to Kettle Point after a favourable vote showed a concern for the safeguard of the Indians' possessions. More telling, perhaps, it also demonstrated that the government's primary concern was catering to a timely military takeover, not an easy and smooth transition for the displaced Band members and those already living at Kettle Point.

The two departments kept one another abreast of developments. The Real Estate Adviser at DND drew upon the rationale circulating within his department and made contact with C.W. Jackson at the DMR. The Judge Advocate General had suggested in an earlier memo that discussions should be entertained regarding the proposed price of the property and the written consent of the DMR should be obtained regarding the transaction. Jackson informed DND that "it would be quite in order" for them to put forward the Submission in Council asking for authority to negotiate with the DMR; in other words, the submission (insofar as price was concerned) was to be treated like dealings with any private individuals. Jackson stated that this was a quite acceptable position that had been taken in other cases, and he quoted Ministerial authority under Section 48 of the *Indian Act* to consent to "a fair and reasonable price" if necessary. As for the issue of the DMR's consent, the Secretary stated that it was impossible for him to confirm definitively the amount by letter until the meeting had been held with the Indian Band advising them to accept the purchase. The JAG was informed of this new information, was given a copy of a Submission-in-Council reflecting these developments, and was asked to pass the submission as to form.<sup>45</sup>

DND's legal adviser immediately accepted the points raised by Jackson. It is understandable that, before dealing with the Kettle and Stoney Point Band, the Indian Affairs Branch wanted a firm offer from DND so that an authoritative proposal could be conveyed to the Indians. Given this reality, JAG advised the Real Estate Adviser at DND that Cabinet authority needed to be obtained, and that the third paragraph of the submission should be amended to accurately and specifically reflect the DMR position.<sup>46</sup> The first Submission to Council, in its final form, was signed off by the Minister of National Defence on 26 March 1941. The next step was to have the Band agree to the terms.

On Tuesday, 24 March 1942, the former Indian agent of the Sarnia agency (Down) paid a visit to his replacement (McCracken) to discuss the Stoney Point purchase. They proceeded to the Kettle and Stoney Point reserves and "personally supervised" the posting of notices for the upcoming Band meeting. Recognizing that the visit would "afford an opportunity of picking up the odd piece of gossip," Down sensed that members of the Band were not in agreement with the proposed surrender, and that, as he had expected, the offer was "going to meet some opposition." While he felt that the depth of opposition was difficult to determine because most of the men were away, it appeared that the ladies' branch of the Red Cross and the Women's Institute were agitating against acceptance of the proposition. Furthermore, "this agitation was indirectly being fanned by the white section" -- those individuals who would lose their homes on Kettle Point without compensation if the deal went through.<sup>47</sup>

The government cause was also hampered by the fact that military drilling operations for the test well had been progressing without band permission. Though this may have seemed a minor detail to some authorities, "to a Band of Indians ... at such a time when all our efforts are centred upon smooth co-operation" the activity had strongly symbolic connotations. Most regrettable was the fact that permission from the Band was not requested, although Down was certain that it would have been "readily" granted. In his words, the Stoney Point residents were developing an "I told you so" kind of attitude due to indiscrete government behaviour.<sup>48</sup>

Indian Affairs did all that it could to inform Kettle and Stoney Point Band members of the upcoming meeting and encouraged a strong turnout. Notices had been posted in "all conspicuous places" on both reserves. The former Indian agent had ascertained the number of voting members (adult males only) absent from the reserve, obtained their addresses, and had each one personally informed. To make "doubly sure" that every Band member was aware of the meeting, he mailed a notice to every voting member residing on the reserves. Down did not believe that transportation would be necessary, but decided to call an evening meeting so that it would "not then interfere with their working hours." The meeting was set to take place at the General Council's chambers on 1 April 1942 at 7:00 p.m.<sup>49</sup>

On 25 March, Down wrote the Secretary of Indian Affairs in Ottawa and reported on his progress to date. He suggested that, if possible, an official representing DMR headquarters should come from Ottawa. This idea was accepted, and the Inspector of Indian Agencies attended the meeting. He added that during his last interview with Brigadier MacDonald the question of timber disposal and land clean-up had arisen. Down noted that, while these details "might appear incidentals from [the Departmental] angle," they could have a "soothing effect on a Band of Indians." He informed his superiors that MacDonald agreed to make work available to the Indians wherever possible, and that they could have all the timber not required by DND. This position would officially be adopted by DND. Down wanted the Secretary's advice on whether or not he should contact MacDonald and have him answer these questions in official correspondence and extend an invitation to him to attend the meeting.<sup>50</sup>

The same day, sixty members of a "Kettle and Stoney Point War Workers Organization" sent a passionate letter to Ottawa. They stressed their labours on behalf of the war effort, and their contributions of money ("even the children that pick up the odd nickel use it for our defence") and young men to fight overseas. They were concerned, however, that the "Stoney Point reservation is being taken over by the military department without consulting the members and owners of the reserve." What would the boys in active service think "when they hear that their homes have sold and their lands and find no home and

land to fall back on when they return home after the war?" This was ancestral land, they proclaimed, and many of the "members and owners" of the reserve were descendants of warriors who fought for Canada in 1812. They clarified:

we are not against this war we heart and soul in the work of hoping this was soon but we hope and desire to hold this reservation which our forefathers fought for and for which our boys are fighting in present war being the Second time this reservation is fought for so it is not our desire to sell this reservation or lease it so please take this as final [*sic*].

Accompanying the letter were hand drawn copies of medals that had been given to the Chippewas, as they understood it, as a pledge that they were never to be molested on their land.<sup>51</sup>

The War Workers Organization also cited inappropriate activities by the Government on the Kettle and Stoney Point Reserves. Its members were disturbed that ex-Indian agent Down and "McCracken the fire sent Indian agent" posted notices on the doors of both Churches on reserve. This was not lawful, according to the signatories, and people went to church "for the purpose they are there for and that is to worship God, and not to have their minds occupied on the surrender of their beloved homes and lands." Furthermore, the fact that the military had "brought in their machinery and started drilling operations without consulting anyone on the reservation" and the Indian agent (after being notified) said he would not do anything about it infuriated the signatories. Therefore, it was their expressed desire to have the "Department of Indian Affairs call off this General Council and cancel the surrender of this reserve," and they wished that this decision be taken as final. This document eventually reached Ottawa, but did not pass by the Deputy Minister of DND's desk until 7 April, the day that the Order in Council authorizing the appropriation of the reserve was accepted by the Privy Council.<sup>52</sup>

The letter was important because it demonstrated several salient reasons for the Band members' opposition to the sale of their land. They stressed that they had already contributed a tremendous amount to the war effort, and that as ancestral land the Stoney Point Reserve had importance beyond its physical presence. Furthermore, the Kettle and Stoney Point respondents articulated their disgust at the arrogance and impropriety of the Government officials in their actions on the reserve.

Representatives of DND and DIA continued to discuss the situation and seek ways to encourage a favourable vote. On 27 March, George Down visited the district headquarters in London to inform the military officials of the upcoming Band meeting and to discuss ways in which the deal could be sweetened and negotiations improved. Down believed that, in addition to DND's offer of cash, granting the Indians the privilege to cut firewood would better his chances of a successful negotiation with the Band. General MacDonald did not oppose this suggestion, stating that the timber on the land was "without commercial value from the ordinary standpoint," consisting of second growth scrub birch and poplar. It would not be economical for the Department to hire labour to cut, store, and transport the wood, and the training centre to be constructed would use coal burning equipment for heating and cooking. While MacDonald recognized that the timber was useful in preventing sand-drifting and as a wind break, and that clearing it all away would not be desirable, thinning it out from time to time (and at no cost to the Department) could actually be advantageous for both parties. Certainly, he believed, the Indians would benefit from this activity by clearing extra timber for their own use. On 30 March, he received a telegraph from the D.E.S. in Ottawa advising him to arrange for the privilege of wood-cutting while Council approval was being sought.<sup>53</sup>

For several days prior to the vote, the former Indian Agent (Down) and the Inspector of Indian Agencies (W.S. Arneil) visited every member of the Band who was available "and discussed the entire matter personally and, without undue influence, placed the facts of the suggested surrender before them." They found that some Indians voiced their opposition to the surrender, others appeared to be in favour of it, and many more remained undecided in their conversations with the government representatives<sup>54</sup>.

As planned, the Wednesday night meeting was chaired by Down, and was "well attended by the Indian population." For three hours the necessity and terms of the proposed surrender of the Stoney Point reserve to DND were "very carefully explained" to the meeting by military and DIA officials. A lengthy question period followed, where Chief Frank Bressette and both Band Councillors (Bruce Milliken and Wellington Elijah) addressed the meeting and covered all the points under discussion, speaking strongly against accepting the offer. Arneil argued that their voices had a strong impact as many voters would not oppose the Council's stated position:

This is especially true of the new members of the Band who had been advised in private that to vote in favour of the surrender would result in their being put out of the Band. While Mr. Down carefully corrected the impression, it did not reflect in the voting.

72 votes were cast that evening out of the 83 voting members in the Band. The final tally was 59 votes against and 13 votes for surrender. The government proposal was soundly defeated.<sup>55</sup>

In a memorandum prepared the next day, Arneil captured the disappointment of military officials in the defeat of their offer. They had determined the reserve land to be "by far" the most suitable in the entire military district for advanced infantry training. Other purchases in the area would deprive producing farmers of their land, and about 22 farms with complete sets of farm buildings would have to be affected to procure 2200 to 2400 acres. By contrast, the purchase of the reserve would not affect agricultural production that served the war effort from a supply point of view:

The 14 houses and families which would require to be moved [*sic*] appears a very minor matter and one that can be effected within a most reasonable cost and at the same time improve the housing conditions of the families concerned. The military authorities advance many other reasons for the selection of this site and are of the opinion that the War Measures Act might be brought to bear to the effect this purchase.

In the opinion of the Inspector of Indian Agencies, the reasons expressed by the Kettle and Stoney Point Band members in private meetings and interviews hardly seemed adequate to oppose the surrender for military purposes. Reasons like "We have our land so long as the sun shines and the grass grows," "It is our heritage and we must retain it," and "In the last surrender we did not get enough money" were summarily discredited. To Arneil, it seemed "fairly obvious that had they been offered a cash distribution of around 25% to 50% of the purchase price, the 'heritage' thought would have quickly disappeared."<sup>56</sup>

The memorandum was telling in several respects. First, it reiterated that one of the key reasons why the Stoney Point reserve could be justified by the Government as a most favourable choice was because it would not affect commercial agricultural production. The acquisition of White-owned farmland in the area, whether it was more densely populated or not, was perceived to detract from the war effort. The rationale of selecting uncultivated land was understandable from two perspectives, namely the importance of foodstuffs in the wartime economy and the relatively 'unspoiled' and diversified terrain the reserve offered for training. The reason why the land was not "productive" by government standards is another story. Peter Schmalz, in his study on the Ojibwa in Ontario, noted that Indian Affairs discouraged lumbering and fishing and that this resulted in economic stagnation on a reserve.<sup>57</sup> Further research into the original designation of this particular piece of property as Indian land may also offer insight, as has been the experience in other cases.<sup>58</sup> Furthermore, while the Government acknowledged the use of neighbouring lands for commercial farming, it did not recognize the Band members' use of reserve lands for gardens.<sup>59</sup> Whether this serves as another case of institutionalized racism is debatable, but it could serve as a compelling argument of injustice. Clearly, fear over the loss of productive agricultural land - held by the non-Aboriginal farmers in the area - was paramount to the sustenance needs of the Stoney Point residents in the minds of the administrators.

The government officials lacked a capacity to conceptualize the desires of the Kettle and Stoney Point Band members and their world view. This is not surprising, given the prevailing notions amongst the Crown's Indian administration at the time. A fundamental goal of the Indian Department was to lead its "wards" to economic and social self-sufficiency, and many aspects of Indian life and culture were seen to impede these efforts. Enfranchisement, or the legal 'graduation' of an individual from Indian status to full Canadian citizenship, was still the ultimate goal of Indian policy and demonstrated that the Crown maintained a patriarchal and patronizing role in Indian life.<sup>60</sup> As such, there was little room for the notions of an Aboriginal collective memory, ancestral ties to the land, and inherent rights derived from treaties that differed from Western concepts of society and citizenship. The Government officials believed that the invocation of "heritage" ideas by the Band members was merely calculated posturing for more money, and summarily discarded them as invalid. Although dismissed, these Band sentiments did not disappear.

## APPROPRIATION

Immediately following the vote, at least for the very short term, DND officials once again tried to entertain the idea that another piece of land might serve their purposes. In a telephone conversation between General Mackenzie and Brigadier-General MacDonald immediately after the vote was known to be lost, the two military officials discussed their options. There was not enough room to put up a camp at Cedar Spring, the land around Windsor was too productive to be purchased, the Wardsville suggestion had already been rejected (and would be once again)<sup>61</sup>, and construction of a camp around Connaught would cause too much distaste amongst the people in that part of Ontario.<sup>62</sup> Something had to be done, and fast:

Major-General Mackenzie (Q.M.G. at N.D.H.Q.): We have to have that training centre right now.... The time is the thing that is hurting me. We can't let anyone stand in our way.... Time is the essence of the whole thing.

Brigadier-General Macdonald (D.O.C., M.D. 1): I will get in touch with the Indians and see what they will take. I feel that my recommendations of the 5th of February should have been taken care of right away.

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Something could be done, and the stern tone of the telephone conversation foreshadowed heavy-handed tactics to come. Brigadier MacDonald called back later in the day. As usual, the military had spoken with DMR to execute a deal; he had not contacted the Indians. MacDonald informed the Q.M.G.: "If you will get in touch with Clarence Jackson, Executive Assistant, Dept. Of Mines and Resources - they are prepared to approve any measures taken by us and they are not going to ask for any more money."

The rejection of the proposal to purchase the Stoney Point Reserve denied DND their desired course of action to obtain the necessary land for their training centre. It did not, however, extinguish the possibility of DND obtaining the land. Another means of acquiring the land, which had already been raised internally amongst government officials prior to the vote, was available to the Crown during wartime. Section 3 (1)(f) of the *War Measures Act*<sup>64</sup> empowered the Governor-in-Council (Cabinet) to make those orders deemed necessary by reason of war for the security, peace, order, and welfare of Canada, including "appropriation, control, forfeiture and disposition of property and the use thereof." Section 7, with respect to the quantification of compensation, provided that:

Whenever any property, or the use thereof has been appropriated by His Majesty under this Act, or any order in council, ....and compensation is to be made thereof and has not been agreed upon, the claim shall be referred by the Minister of Justice to the Exchequer Court of Canada, or to a superior or county court of the province within which the claim arises, or to a judge of any such court.<sup>65</sup>

As documented above, DND was well aware of this option for use with the Stoney Point Reserve well before the proposal was defeated by the Chief-in-Council on 1 April. The morning after the vote, Brigadier

MacDonald telegraphed the Quartermaster General with the news of the defeat, adding that the Chief, councillors, and elders had spoken out against the proposals, some basing their objection on alienable hereditary rights and others on the notion that the appraisal was too low. In MacDonald's opinion, the appraisal had been fair and reasonable, and therefore prolonged negotiations to obtain the band's consent were bound to be problematic with dubious results. Therefore, the recommendation was made that, if possible within the law, steps be taken to acquire the land by "expropriation."<sup>66</sup>

On 2 April, Lieutenant-Colonel Campbell (writing for the Real Estate Adviser) sent a memo to the Acting Deputy Minister (Army) advising him that the Indians had voted down DND's proposal but that he had spoken with C.W. Jackson, Secretary of DMR, and all was not lost. Jackson advised Campbell that DMR was prepared to co-operate with DND in obtaining the property under the provisions of the *War Measures Act*. Furthermore, he noted that there was a provision in the *Indian Act* to allow the government to obtain possession of Indian lands required for public utility purposes; Jackson did not believe, however, that the Department of Justice would interpret the legislation in a way that would include the training requirements of the military. Campbell had then spoken with the Director of Engineering Services, who pointed out that the provisions of the *War Measures Act* "might only [make it] possible to obtain the property for the duration of the war and that, if the Advanced Training Centre [wa]s to remain in active operation following the cessation of hostilities, the matter should be considered from that viewpoint." However, the DND Real Estate branch was advised that the Quartermaster-General felt "the existing circumstances are of such urgency" that the *War Measures Act* would have to be used immediately. The necessary submission to Council would require "most careful consideration," and therefore the matter should (and would) be referred to the Judge-Advocate General (JAG) to draft the necessary documents. Mr. DesRosiers, the ADM(Army), stamped his approval on the memo that very day.<sup>67</sup>

Discontent was evident at the regular monthly Council Meeting of the Kettle and Stoney Point Band held at Kettle Point on 9 April. A resolution was passed decreeing:

that this Council request the Indian Agent to write to the Indian Department regarding the results of the Band Meeting held on April 1st, with the object of clarifying the situation and to secure definite information regarding the intention of the Department of National Defence of using land on Stony Point.

Since the vote had been decidedly negative, the Band considered the whole matter to be closed. However, military officials had recently been seen on the Reserve surveying and inspecting lands, drilling operations continued, and these "trespassers" (who did not, from the Band's understanding, have Council or DMR permission) were causing tremendous unease. Those growing gardens or pursuing agricultural activities questioned the agent as to whether they should cease their spring planting, and were told to continue until the Department of Indian Affairs gave them a definite word otherwise. Furthermore, the rumour was floating around that "the Department of National Defence intends to take the Stony Point Reserve regardless of the old Treaty," and the general feeling of the Band members was that, if this was indeed being contemplated, legal action would be pursued as far as necessary to prevent the takeover. McCracken, the Indian Agent, had already been confidentially informed that appropriation would likely take place, but did not divulge this to the Indians or even imply that this option was being considered.<sup>68</sup> Whether the feelings of concern evident amongst Band members were the product of common sense, keen intuition, or a Government leak, they were well founded. Progress was well underway to obtain the land through the *War Measures Act*.

In the nation's capital, it was decided that DND would prepare the necessary submission to Council to acquire the Reserve. The Department of Mines and Resources requested that DND take the initiative, stating that while they were quite prepared to co-operate they were the "ward" for the Indian Band and DND's lead would be preferable.<sup>69</sup> National Defence did not seem to have any problem with becoming the 'bad guy,' and promptly began drafting the paper work.

The correspondence between Indian Affairs and the military appeared to have ended any debate about the future of the property. Both government parties seemed to be fully satisfied with the new circumstances. On 7 April 1942, the Minister of National Defence submitted to the Governor General in Council the necessary documentation required to approve and effect the appropriation of Stoney Point Reserve. The text had been approved by the JAG and was sent to the Committee of the Privy Council as per the proper process. In the submission, the Minister officially recommended, by virtue of the *War Measures Act*, Chapter 206 Revised Statutes of Canada 1927, and "notwithstanding the provisions of any other act, law or regulation, that the Stony Point Indian Reserve be appropriated for National Defence purposes." Furthermore, it requested that the Governor in Council order that the Real Estate Adviser, DND, be authorized to continue negotiations with the Indian Affairs Branch respecting the compensation to be payable to the Indians on the Reserve who would be required to vacate. If the predetermined maximum amount (\$50,000) was disputed the amount payable would be determined by the Exchequer Court as explained in the *War Measures Act*<sup>70</sup>. The submission became an order-in-council at the Committee of the Privy Council the following week.

Before appropriation was approved, however, the rubber stamp of Cabinet was hammered on some unfinished (and by this point irrelevant) business. On 8 April 1942, by Order in Council P.C. 2652, the Governor in Council approved the purchase offer that had already been offered to the Band by DND. The requirements contained therein had all been met, but of course the Band had rejected the offer that this belated legislation authorized. P.C. 2652 was accepted without comment by Cabinet; this suggests that the initiative for the appropriation resided entirely with the bureaucracy rather than at the elected, political level of government. The Ministers of National Defence (Army) and Mines and Resources, Ralston and Crerar respectively, were both powerful Cabinet ministers, and would have been far too busy with major war issues to worry about seemingly minor, legal matters like the appropriation of a sparsely populated Indian reserve; they did not seem to be aware that the Band members rendered the legislation unnecessary. Cabinet was, after all, bitterly divided and preoccupied with the issue of conscription and the two ministers focused on this massive issue facing the nation as a whole.<sup>71</sup> Within the next week, however, Ralston, Crerar and the other members of Cabinet would offer their blessing to another piece of legislation -- one with much more historical relevance and weight.

The appropriation request was sent to the Clerk of the Privy Council by DND and on 14 April 1942, [\*\*Order-in-Council P.C. 2193\*\*](#) authorized the appropriation of Stoney Point Indian Reserve for military purposes. National Defence moved in soon after this authority was received and commenced construction of their training facility. Title to the land, however, had yet to be obtained by the Department. P.C. 2193 only authorized appropriation and a formal process to obtain clear ownership lay ahead.

The most confusing and heavily debated clause of P.C. 2193 has been the reference to the return of the land to the Band after the war.<sup>72</sup> In nebulous fashion, the order-in-council stipulated that, if after the war ended and the property was no longer required by the military, negotiations would be entertained, presumably with the Kettle and Stoney Point Band and Indian Affairs, to return the land at a mutually acceptable, reasonable price. The Statement of Claim submitted by the Kettle and Stoney Point Band to the Federal Court of Canada (Trial Division) in April 1995 stated that:

according to the preamble to Order-in-Council No. 2913, the lands at Stony Point were required for the establishment of an 'advanced training centre' for the 'efficient prosecution of the war'. The Plaintiff states that pursuant to the terms of Order-in-Council 2913, the Defendant was entitled to use the Plaintiff's Reserve lands at Stony Point only until the conclusion of World War II which officially ended on January 1, 1946. The Plaintiff pleads and relies upon Section 5 of the National Emergency Transitional Powers Act, 1945, *Supra*. Further, or in the alternative, the Plaintiff states that the Defendant was entitled to use the Plaintiff's Reserve lands at Stony Point only for the purposes of an advanced training centre for the efficient prosecution of the war, and the Plaintiff was entitled to the return of those lands when the lands were no longer required for that use.<sup>73</sup>



However, interpretation of the clause referring to a conditional return of the land is difficult because it is unique. No other appropriation or expropriation during the Second World War had any accompanying stipulation for the return of property to its original owners when no longer required for stated purposes. As such, there is no benchmark with which to compare the provision in the Ipperwash Order-in-Council. Legal proceedings undertaken by the Kettle and Stoney Band since the war, especially in recent decades, have been based on the notion that there was no intent on the part of the military to keep Stoney Point after hostilities ceased. With respect to the Government's real intentions, earlier correspondence demonstrated that National Defence had an expressed long-term interest in obtaining land that would serve as a district training camp after the war. Military officials and Indian Affairs authorities seemed content and cooperative with respect to future use at the cessation of hostilities. This point was further confused by certain DND officials who, after the war, were unclear as to the Department's obligations and appeared to have shared the Band's interpretation. The legal status of this return clause is perhaps even more complicated. The reference to a return of the land made in P.C. 2913 was included as part of a section of the legislation which summarized the purchase offer made in P.C. 2652. The offer outlined in P.C. 2652 had, however, been rejected by the Band by their vote. In P.C. 2913, the clause was once again reiterated, but not as a condition to the appropriation. Appropriation was legally effected by the last two paragraphs of the Order in Council, and the assurance that the land would be returned when no longer required was not included in this section.

On 24 April 1942, Mrs. Beattie Greenbird, a member of the Kettle and Stoney Point Band, wrote [an impassioned letter to Ottawa](#), appealing to history, culture, current sacrifices, democratic process and common decency in the hope that the Government decision to appropriate the Reserve would be reversed. A more heartfelt and historically aware declaration than that contained in this letter is hard to imagine. Within the words of Mrs. Greenbird and the earlier correspondence from the "War Worker's Organization" it is possible to determine some of the roots of the contemporary movement for self-government and Aboriginal rights in Canada. The Band members were not prepared to be assimilated, and held fast to their own sources of historical and cultural consciousness.

The response to the concerned Band member reflected a very different conception of history and the acceptable demands on citizens in light of the war effort. On 4 May 1942, T.A. Crerar, the Minister of Mines and Resources and Superintendent General of Indian Affairs, replied to Mrs. Greenbird. His response was designed, in the words of the official who drafted it, "to allay if possible the feeling of resentment among the Indians at Stony Point" toward the Government appropriation of the Reserve against their wishes. Copies were sent to the Indian Agent at Sarnia and the region's M.P. (Mr. Ross Gray)<sup>74</sup>. The Minister had read her letter with "interest and sympathy," and was so impressed by the "earnestness, sincerity, and moderation" of her presentation that he decided to circumvent the established practice to communicate with the Indians only through the Indian Agent (local representative) and, through her, to explain the governmental position to the people of her "tribe" directly. Crerar began with a glowing tribute to the Stoney Point residents and the generosity of Canada:

The Indian people at Stony Point are Canadians and loyal subjects of His Majesty. And such, and in accordance with their rights as Canadian citizens, and quite regardless of any so-called treaty obligations, you have been treated fairly and generously for upwards of one hundred years. In common with all other Canadians you have enjoyed full liberty, freedom of speech, and freedom of worship. Educational facilities have been placed at your disposal and in time of need your material wants have been supplied. You have been given a measure of self-government<sup>75</sup> through your headmen whom you yourselves select, and under them the uninterrupted use and enjoyment of your good lands. These lands and your money and personal property have been safeguarded on your behalf. In other words irrespective of any treaty you have been treated in every way as the good Canadians you are.

In addition, the Minister noted, the Band enjoyed privileges not accorded to the "great bulk" of Canadian citizens. Indians enjoyed complete "freedom" from taxation, and "freedom" from legal process, "protecting" them "from exploitation by unscrupulous persons who might seek to take advantage of your unfamiliarity with business practices." The irony in the latter statement is unmistakable; a cynic might

argue that the government itself was being unscrupulous and exploitative in its handling of the land transfer. Crerar voiced that the Band members did "not complain that the Government of Canada has in the years gone by treated you unfairly as you must be aware what has been done for your people by Canada far exceeds anything stated or contemplated in the treaties to which you refer."<sup>7670</sup>

To say that the picture Crerar painted of Canada in its relationship with the Band was flawed and patronizing is undeniable. "Full liberty" did not include the right for Status Indians to vote in federal elections until 1960, or the right to consume alcohol like other Canadians. Educational facilities, such as residential schools, open to Indians at the time did not cater to distinct cultural, linguistic and spiritual needs and were plagued by a plethora of problems. Although the elected Band councils represented Aboriginal interests, they were a product of the *Indian Act* and under the strict regulation of Indian Affairs. The self-government that Crerar referred to did not account for the almost omnipotent power of Indian Agents to dispense monies and control Aboriginal life. The so-called "freedom from legal process" that Crerar claimed existed to protect them from unscrupulous businessmen also prohibited Status Indians from borrowing money or taking out loans. Consequently Aboriginal economic development was inhibited and the Indians were placed increasingly under the control of the Indian Agents.<sup>77</sup> The government did not act as the 'good father' Crerar described. The respect and cooperation embodied in the original treaties had not been maintained or bettered as federal officials tended to believe.

Crerar continued his letter with an appeal to the urgency of the situation and the chaos of the times. He phrased his thoughts in powerful and patriotic terms that sought to strike a chord in the Band members:

Today nothing in this world is normal. Canada is at war. The interests of every Canadian citizen must of stern necessity give way to the needs of our country if the liberties of her people, our way of life, the existence of Canada and the very lives of her people are to be preserved. Rules and laws governing private property and the rights and privileges of private individuals have to be relaxed or even temporarily suspended for the common good. Further, due to pressure exerted by the aggressor nations every act of government becomes an emergency act which cannot wait for the operation of the leisurely processes of peaceful times. We cannot meet a situation which is in itself irrational by strictly rational measures. This the people of Canada realize and the good citizens of Canada have responded willingly and cheerfully to any personal sacrifices demanded of them or imposed upon them in this desperate struggle for existence.

I am sure the Chippewas of Stony Point and Kettle Point are no exception. Two thousand acres of your land, the greater part which you have chosen to leave unproductive, was ideal for the purposes and urgently required for the accommodation of thousands of troops whose training in arms is urgently and desperately needed for the defence of our shores. As Superintendent General of Indian Affairs I will see to it, as will I assure you my successors in office, that your band and your returning sons will be fairly treated in the period of readjustment which must inevitably follow the successful issue of the struggle in which Canada is engaged.

Sacrifices were deemed to be required from 'good Canadian citizens,' and the Chippewas were asked to regard the appropriation as a necessary step in the war effort.

The Superintendent General concluded with the same appreciative and patriotic vibrance found in the rest of the letter. He asked what value the Band could place on treaty obligations, or in what comfort they could enjoy possession of their reserves, should "the Dictators and their hordes of cutthroats ever obtain a foothold on Canadian soil." Crerar once again voiced Canada's appreciation for the loyalty and service demonstrated by the boys from the band and "the other eleven hundred Indians who have voluntarily mustered in the cause of freedom." He expressed hope that the "old folks at home" might regard the use of the Stony Point Reserve by Canada in her struggle for freedom "as adding lustre to the service and sacrifice of her Indian sons in the field."<sup>78n</sup>

That the substance of Crerar's letter was contentious is an understatement. His perspectives on the past and the present were at odds with many of the prevailing views held by Kettle and Stoney Point Band members. The Indians, who were undoubtedly no longer satisfied that their voice was being heard much less respected, embarked on a new path: soliciting legal help.

The formal appropriation of Stoney Point Reserve was finalized as the warm summer season once again came to southwestern Ontario. On 1 June 1942, P.C. 4579 was signed by the Clerk of the Privy Council on behalf of the Governor in Council which set out the metres and bounds description of the property to be appropriated as authorized by P.C. 2913; on 7 July 1942, the Notice of Appropriation dated 14 June was registered with Bosanquet Township. From the government's perspective, the Stoney Point Indian Reserve ceased to exist, and the territory it once occupied officially became the advanced infantry centre of Camp Ipperwash.<sup>79</sup>

The Kettle and Stoney Point Band's interest in the land, however, did not cease. Concerned Band members consulted B.J. Spencer Pitt, a Toronto solicitor, as to the courses of action available. The legal exchange between Pitt and the Government over Ipperwash was a lengthy and interesting process, but in the end the Band's legal actions in the 1940s did not amount to much more than correspondence and threats. Accusations of breaches of fiduciary duty, disregard and disrespect for history and ancestral ties, of racist land selection processes (based on allegations that more suitable land was available elsewhere), and of general discrimination were levelled at Government officials.<sup>80</sup> These accusations proved to be the basis of the legal wrangling between the Band, the Government, and other interested parties that continues to this day.

## CONCLUSIONS

It is important in a study of this kind to maintain historical perspective. In 1942, Canada was engaged in a struggle that was perceived to threaten her very being. As the Minister of Mines and Resources described, the war had fundamentally upset the 'normalcy' of Canada and the world. Every act of government was seen as an 'emergency act' and thus had to be executed with efficiency. To Crerar, an irrational situation could not be overcome by strictly rational measures. In a nation of law, however, certain legal obligations must be met, even in wartime. In a democracy, the means have to be balanced with the ends they seek to reach.

The Department of National Defence's selection of the Stoney Point Reserve to build their training facility was not arbitrary or replete with overtly racist intent as some sources have alleged.<sup>81</sup> From all military accounts, the land was chosen on the overriding basis that it was the most favourable location for their desired purpose in Military District No. 1, this conclusion being derived from detailed reconnaissance of various sites throughout the area. Research into accusations of discriminatory intent substantiated DND's claim that the reserve was selected based on an assessment of terrain that was the most ideal for a training centre. Nevertheless, the issue is not black and white.

The notion that the land selection process was wrought with discrimination, or "systematic racism," is not entirely unfounded. As Jean Leonard Elliot and Augie Fleras have explained, this "impersonal, unconscious, unintentional, and covert" form of discrimination entrenched within the institutional framework of society is subtle yet powerful. Priorities, policies and programs may not be inherently discriminatory nor racist in intent; however with systematic racism the consequence is what counts, not the intent. As such, a discriminatory effect on certain groups excludes them from equal treatment.<sup>82</sup> Certainly the military authorities did note that the land was less expensive than elsewhere, a result of the system of separate Indian land tenure established by treaty and the provisions of the *Indian Act*. Furthermore, the fact that Stoney Point was not cultivated was seen as a bonus, given that other possible sites in the area were being used for agriculture. That Government officials did not recognize the small-scale, subsistence agriculture by band members living on Stoney Point as a "productive use" may have

been "systematic discrimination" if this was a result of the original reserve site selection and Indian Affairs' efforts to discourage large-scale Aboriginal enterprise.

By presenting the Kettle and Stoney Point Band with the original offer for a vote, Government officials insinuated that democratic process would prevail. Had the offer been accepted, appropriation would not have been necessary. However, the rejection of the proposal by the Indians illustrated another, perhaps sinister dynamic to Government powers under the *War Measures Act*. Democratic decision making, clearly expressed during the vote, was overturned under the authority of this Parliamentary Act and through the structure of governance detailed by the *Indian Act*. The results of the band meeting were not binding from a legal standpoint, but from an ethical perspective the verdict is less clear. There was no doubt that the band members did not support the sale of the reserve, for several reasons.

The arguments that the band cited in rejecting DND's original purchase offer were multifaceted. Chief among these appeared to be a sense of historical attachment to Stoney Point, a desire to maintain its ancestral ties to the land and the understanding that the treaty with the Crown had assured them the Stoney Point Reserve for eternity. The Government officials did not treat these concerns as valid in the face of the crisis at hand. Perceived necessity, given the military situation, took precedent over "so-called treaty obligations" (to borrow the words of Crerar in his letter to Mrs. Greenbird). Statements made in 1942 by government authorities, especially Indian Affairs officials, about the historical commitments between the Crown and Chippewas are disturbing. Patronizing mindsets and policies dominated Indian Affairs at the time, and this was evidenced on numerous occasions in this case study. Whether the Ipperwash situation represents a breach of the fiduciary relationship between the Crown and Aboriginal peoples is less clear. Appropriations and expropriations by governments of land from Aboriginal and non-Aboriginal Canadians for public works and services are generally distasteful and can overturn previous legal rights to a piece of land. It is the responsibility of the courts to decide whether the powers to appropriate reserve land, protected by treaties and constitutional guarantees (like the Royal Proclamation of 1763), were and are legal.

In certain ways the federal government, namely the Departments of National Defence and Mines and Resources, believed the appropriation of Stoney Point could actually benefit the Band members. Not only would it rid the Band of 'Whites' living on reserve land, but it would offer opportunities for Aboriginal employment. From one perspective, this seemed to indicate that the Government had a genuine interest in the well-being of the Band members. From another view, and one that is perhaps more compelling, it showed how misguided were the prevailing notions on Aboriginal peoples in 1942. The Band did not seem to want the jobs that were offered; they wanted to keep their land above all else.

The process of appropriation utilized by the Government is important and enlightening for several reasons. It showed a commitment on the part of all departments involved to expedite a process seen as necessary for the war effort. Co-operation was maintained throughout the procedure by the Departments of National Defence, Mines and Resources, and Justice. It was clear that Indian Affairs not only supported National Defence in its decision to acquire the land, but actually encouraged the purchase and appropriation of the Reserve. Research did not suggest that this encouragement and support was the product of political pressure; rather it was a bureaucratically-conceived and maintained process. Furthermore, the co-operation between departments in obtaining the reserve, especially that of DND and DMR, means that responsibility for the appropriation decision must also be shared. DND takes the brunt of criticism for the appropriation in the press and at the negotiating tables; responsibility should really be attributed to the government as a whole.

The negotiations surrounding the purchase offer and appropriation indicate discrimination against the Band. The process by which National Defence officials negotiated with fellow bureaucrats at Mines and Resources to obtain the land, and not the Band directly, was avowedly unconventional and unlike later negotiations conducted with non-Aboriginal land owners in the area.<sup>84</sup> A concern was raised by an Indian

Affairs' official in March 1942 that this did not lend itself to smooth negotiations with the Indians. He was correct.

The advanced infantry training centre was constructed and used to train soldiers in various roles. Veterans recall firing artillery from the Camp at targets floating in Lake Huron, an exercise that would not have been possible at an inland location of similar dimensions. Mortars and phosphorous grenades were used in several areas of the Camp, one veteran recalled aircraft doing Strafing Runs along the beach, and a former gunner recalled bags of flour being dropped in place of bombs during exercises at Ipperwash. During the war the training facility fulfilled the role for which it was intended. Whether the benefits derived from the military use of Camp Ipperwash can be seen to offset the costs that were incurred by the members of the Kettle and Stoney Point Band who lost their reserve land is a more perplexing issue.

"It is undeniable that our views of the relevance of past experiences are largely dependent upon our perceptions of present circumstances, and our conception of the distant past is inevitably coloured by the influence of more recent events.<sup>85</sup>" Ipperwash has evolved into one of the most oft-quoted and infamous media examples of twentieth-century government injustice towards an Aboriginal group in Canada. This paper does not intend to exculpate nor blame any one individual, department, or party involved in the appropriation of Stoney Point reserve. Based on the archival record, Stoney Point Reserve was selected by the military as an ideal location for an infantry training centre in Military District No. 1. For residents of the Stoney Point reserve who lost their homes and all of the members of the Kettle and Stoney Point Band who lost a part of their heritage, the Draconian powers available to the federal government under the *War Measures Act* dramatically changed their lives forever.

## AFTERWORD

Although the emphasis of this paper is on the legal status of the Kettle and Stoney Point Band and the "Stoney Pointers" occupying the former military camp and the criteria, process and mechanisms used to appropriate Stoney Point Reserve in 1942, many additional themes and variables have been raised. More research would be beneficial on: the role of Indian organizations in coordinating and spearheading opposition to ill-perceived Government initiatives; the socio-economic ramifications of appropriating reserve land; the difference between expropriation/ appropriation processes used with respect to other Aboriginal and non-Aboriginal landholders;<sup>86</sup> and the impact of personalities, whether public servants, military officials, lawyers, or Aboriginal peoples on actions taken. The Department of Munition and Supply leased Caradoc Indian Reserve lands in Ontario from 1941-1946 for bombing range purposes. The military also acquired or leased Aboriginal land on the Goose Spit (Comax), Liard River, Soowahlie, Union Bay (Tseycum), Tzeachton, Penticton, Stoney, Stoney Plain, Sarcee, Blood, Six Nations, Tyendinaga, Glebe Farm, and Chippewas of the Thames Indian Reserves during the war, as well as land from the Fort Simpson and Fort Good Hope Settlements in the Northwest Territories. Little academic research has been devoted to any of these cases.<sup>87</sup> One very important theme, the way the government has interpreted its "trust" responsibility as prescribed in treaties and the *Indian Act*, must be further investigated.

Controversy over the appropriation of the Stoney Point reserve continues. Since the end of World War II, there has been mounting pressure from the Kettle and Stoney Point Band and some of its members to have the land returned. In 1980, a settlement was reached between the Government and the Band which included a cash payment of \$2.5 million in recognition that the original settlement had underestimated the real value of the land, mineral and timber rights on the property, and the assurance that the land would be returned when no longer required for military purposes at no cost (as opposed to market values as provided for in the 1942 Order-in-Council which authorized appropriation). The Kettle and Stoney Point Band voted in favour of this agreement by a majority of eighty percent in a referendum.

In 1992, the House of Commons Standing Committee on Aboriginal Affairs reviewed the Camp Ipperwash situation and recommended that the land be returned to its original inhabitants and their descendants. Since that time, the Government and the Band have been negotiating the return of the military base as promised in the 1994 budget when Camp Ipperwash was closed. A September 1995 Memorandum of Understanding (MOU) between the Kettle and Stoney Point First Nation and the federal government provided that the federal government was committed to transferring the Camp Ipperwash land to the First Nation as reserve land.

The situation was complicated, however, when a faction led by descendants of the original Stoney Point locatees (calling themselves the Stoney Point First Nation) occupied Camp Ipperwash in May 1993 and proclaimed it their territory. Although the Department of National Defence (DND) is dedicated to returning the land, the government is faced with the question of who the land should be returned to. The self-proclaimed Stoney Point First Nation purports to be the rightful owners of the land, not the Kettle and Stoney Point Band; other Band members maintain the occupants are oppressive (keeping other people off the land) and believe that the Band Council alone should represent their interests. Tensions ran high in the area, between some Aboriginals and non-Aboriginals living in the area, amongst Band members (and other Aboriginal peoples occupying the Camp and Ipperwash Provincial Park), and in negotiations with the government. The situation was tedious for all parties involved.

In early September 1995, one of the occupants (Dudley George) was shot and killed in a tragic confrontation with the Ontario Provincial Police. In late April 1997, an OPP officer was charged with negligence causing death in connection with the shooting and found guilty.

On 18 June 1998, Indian Affairs Minister Jane Stewart, Kettle and Stoney Point chief-elect Norman Shawmoo, and other band leaders signed an agreement-in-principle to return [the former Camp Ipperwash](#). Following two years of intense negotiations, both sides welcomed the development. A final agreement is impending; until it comes the history of Stoney Point Reserve/Camp Ipperwash is still in the making.

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## ENDNOTES

The author wishes to acknowledge the valuable comments of certain DND officials on a draft of this study completed in the summer 1997, of Professor Geoffrey Hayes of the University of Waterloo on another study submitted during the Fall 1997, of members of the audience at the Tri-University History Conference hosted at the University of Guelph in November 1997, and of anonymous reviewers. Of course, all errors of fact and interpretation that remain are his alone.

1. Note on terminology. Throughout the paper, the terms "Indian" and "Indians" are often used in place of more 'politically correct' terminology. This is not intended to be offensive or derogatory in any way, and in fact remains consistent with terminology defined in the *Indian Act*. It is rather an attempt to keep the episode in its historical context and to hold true to the language used by individuals (Aboriginal and non-Aboriginal) at the time the appropriation occurred. Variations in the names used to identify the Aboriginal communities under study are confusing. "Stoney Point" and "Stony Point" refer to the same Reserve. The two spellings seemed to be used interchangeably, the first in most Band correspondence, the second in most Government correspondence. The Stoney Point Reserve was commonly known as Aux Sable or Sable in early nineteenth-century records. During the early post-treaty period, most documents referred to the "Aux Sable Indians," the "Sable Indians," the "Indians at Kettle Point," or the "Bosanquet Indians" to describe the Band and its component groups at the Stoney and Kettle Point Reserves. In recent years, the use of the term "Stony" has been linked to the Kettle and Stony Point First Nation, the band

recognized by the federal and provincial governments. "Stoney" has been linked to the Stoney Point group/band/First Nation occupying the former Camp Ipperwash and neighbouring provincial parks who claim to be a separate band but are not recognized by the federal government. The terms "Anishnabek," "Ojibwa" and "Chippewa" (a corruption of Ojibwa, itself not an aboriginal term) refer to the same Aboriginal linguistic/ethnic/culture group located around the Great Lakes in the United States and Canada. For the purposes of this essay they will be used interchangeably.

2. There are numerous sources available that deal with the appropriation of Stoney Point reserve. Most of these have been completed by parties involved in negotiations; while this does not preclude the fact that these documents may provide valid historical perspectives, they are nonetheless formulated to support a negotiating position. Canada, House of Commons, *Minutes of Proceedings and Evidence of the Standing Committee on Aboriginal Affairs*, Issue 8: Study on Claim from the Stoney Point Reserve (12 December 1991) includes presentations by both the Department of National Defence and 'Stoney Point Band members' on the appropriation of Stoney Point and its continued use since the war. Maynard George's "Factum: The History of the Chippewa of Stoney Point First Nation #43" (June 1993) expands on the "The Case of the Stoney Point Reserve No. 43: A Brief of Fact and Argument," the paper submitted to the Standing Committee on Aboriginal Affairs (11 December 1991) detailing the perspective of some Stoney Point locatees on the subject with the purpose of securing the return of Camp Ipperwash to the former locatees (with cash compensation). Victor A. Gulewitsch's brief booklet *The Chippewas of Kettle & Stony Point: A Brief History* (Forest, ON: Chippewas of Kettle and Stony Point Historical Claims Research Office, 1995) reflects Gulewitsch's belief that the Chippewas of Kettle and Stony Point are represented by one band council and tells the story of the appropriation from this perspective. Gulewitsch had a fist fight with a member of the 'Stoney Point sect' during negotiations in early 1997, so one should not presume that his history represents the views of all Kettle and Stony Point Band members. Gulewitsch also maintains the Kettle and Stony Point First Nation homepage at "<http://www.netroute.net:80/~victor/>," which often contains interesting documents geared towards justifying on-going claims from the Band's perspective. Many of these documents refer to some of the same sources as I have used in this paper. Since my conclusions are drawn from an independent appraisal of the archival material, I have not cited each occurrence where another individual has used the same source, but I am indebted to these previous contributions for pointing me in the right direction. Furthermore, when someone has made a point about the archival evidence not immediately evident in the source itself due notation is made. DIAND is also in receipt of a Joint Historical Research Report commissioned by the Band and the Crown during recent negotiations, although the report cannot be released to the public until after an agreement has been reached between the parties currently involved in negotiations. The format of the report, consistent with DIAND regulations, will consist mainly of a collection of primary materials, using as much of the original language as possible. The writers of the report are not allowed to comment on the material included, and are not responsible for putting the research into historical context. Even when accepted by the Crown and Band and eventually released, the report will certainly not provide the final word on the subject.

3. See, for example, *London Free Press*, 15 August 1992; *Ibid*, 10 May 1993: "22 Stoney Point families [had] ceased to exist as a separate first nation so that their lands could be used for Camp Ipperwash. They were uprooted from their land and consolidated with the Kettle Point band a few kilometres away on Lake Huron"; *K-W Record*, 20 May 1997: "the base is on land the federal government confiscated from local bands [*note: plural*] during the Second World War"; *London Free Press*, 7 April 1992: "the Stoney Point First Nation" argues that they were "reluctantly grafted" to the Kettle Point band; *Toronto Star*, 14 June 1993, called the occupants "a splinter group from the Stony Point and Kettle Point bands" using "Stony Point band" repeatedly; the *Globe and Mail* referred to the "Stoney Point people" on 15 July 1995; and *Sarnia Observer*, 30 June 1993, referred to "Chief Maynard George" of "The Stoney Point Indian band." See also Janet Davison, "We Shall Remember: Canadian Indians and World War II" (MA thesis, Trent University, 1993), 192-195.

4. Victor A. Gulewitsch, *The Chippewas of Kettle & Stony Point: A Brief History* (Forest, ON: Chippewas of Kettle and Stony Point Historical Claims Research Office, 1995); *London Free Press*, 12 August 1995.

5. Gulewitsch, 2-4.

6. RCAP, *Report of the RCAP, Volume 1: Looking Forward, Looking Back* (Ottawa: Supply and Services, 1996), 99; Gulewitsch, 5.

7. See Robert S. Allen, *His Majesty's Indian Allies: British Indian Policy in The Defence of Canada, 1774-1815* (Toronto: Dundurn Press, 1993). Chippewas had been well established in southern Ontario since the early eighteenth century, but other nations were also present in the region. An influx of Potawatomi, Ottawa, Chippewa, Shawnee and members of other Aboriginal groups migrated from south of the Great Lakes following the American Revolution. In 1837, the British announced they would no longer give presents to Indian allies residing in the United States, and this encouraged thousands of Aboriginals (mostly Potawatomi) to relocate to Upper Canada during the late 1830s and early 1840s. The absence of specific treaty provisions for the newcomers left them little choice but to wander, become squatters, marry into existing bands, or assimilate into settler society. Indian Claims Commission (ICC), *Inquiry into the 1927 Surrender Claim of the Chippewas of Kettle and Stony Point First Nation* (Ottawa: ICC, March 1997), 7-8; James A. Clifton, *A Place of Refuge for All Time: Migration of the American Potawatomi into Upper Canada, 1830 to 1850* (Ottawa: National Museum of Man, 1975), 32-36, 65-68, 86-87. A sizeable number of Kettle and Stony Point band members have their origins in this migration. See also Peter Schmalz, *The Ojibwa of Southern Ontario* (Toronto: University of Toronto Press, 1991), 200-204.

8. Memorandum, L. Vankoughnet, Deputy Superintendent General of Indian Affairs, to Hon. E. Dewdney, M.P. Superintendent General of Indian Affairs, Department of Indian Affairs, 16 May 1891, File No. 114,487, in Stony Point Band, "The Case of the Stony Point Reserve No. 43: A Brief of Fact and Argument" (Paper submitted to the Standing Committee on Aboriginal Affairs, 11 December 1991), 2.

9. Memorandum, Vankoughnet to Dewdney, 16 May 1891, in Stony Point Band, "The Case of the Stony Point Reserve," 2-3.

10. See, for example, Janet Davison, "We Shall Remember."

11. The rejection of the 'Kettle and Stony Point as separate bands' myth by Band members is clearly articulated by Victor Gulewitsch in *The Chippewas of Kettle and Stony Point: A Brief History*. Statements like "On April 16, 1942, 22 Stony Point families ceased to exist as an independent first nation" (John Ivison, *London Free Press*, 10 March 1993) are purely fallacious in the face of documentary evidence.

12. P.C. 915, 1 May 1919, RG 10, Vol. 2568, File 115,678, Pt. 2, National Archives of Canada (hereafter NAC).

13. The ICC was established in 1991 to assist First Nations and the Crown in the "negotiation and fair resolution of specific claims. ICC, *Inquiry into the 1927 Surrender Claim of the Chippewas of Kettle and Stony Point First Nation* (Ottawa: ICC, March 1997), 3, 9-93.

14. Gulewitsch, *The Chippewas of Kettle & Stony Point*, 25.

15. Fred Gaffen, *Forgotten Soldiers* (Penticton, B.C.: Theytus Books, 1985), 40; Janice Summerby, *Native Soldiers, Foreign Battlefields* (Ottawa: Veterans Affairs, 1993), 31.

16. Colonel C.P. Stacey, *Six Years of War* (Ottawa: Queen's Printer, 1957), 528-533. Stacey noted that Camp Ipperwash went on active service on January 28, 1942. Given that military authorities had not even visited the site by that point, this fact is incorrect.



17. Military District One was deemed the most populous of the many military districts in Canada relative to its size. Letter, Brigadier-General D.J. MacDonald, D.O.C., M.D. No. 1, to Secretary, DND, 5 February 1942, London, No. L. 24-8-2, Department of National Defence Director General Aboriginal Affairs (hereafter DGAA), File 1003-Ipperwash.
18. *Ibid.* The fact that other land was considered is important, given that some historians have alluded the Stony Point Reserve was the only site examined by the Government for a training facility. See for example Gulewitsch, *The Chippewas of Kettle & Stony Point*, 27.
19. During the Second World War, the Department of National Defence was broken down into three branches with three respective ministers for each of the armed services (Naval, Air Force, and Military/Army). Included in appendix A is a breakdown of the Cabinet and the Ottawa bureaucracy in early 1942.
20. Letter, Brigadier D.J. MacDonald to Secretary, DND, 5 Feb 1942, London, No. L. 24-8-2, DGAA, File 1003-Ipperwash.
21. Brigadier D.J. MacDonald, "Stony Point Indian Reserve," reconnaissance report on use of the reserve for DND training purposes, 5 Feb 1942, London, Ontario, DGAA, File 1003-Ipperwash.
22. MacDonald, "Stony Point Indian Reserve," reconnaissance report on use of the reserve for DND training purposes, 5 Feb 1942, London, Ontario, DGAA, File 1003-Ipperwash.
23. Letter, Brigadier D.J. MacDonald to Secretary, DND, 5 Feb 1942, London, No. L. 24-8-2, DGAA, File 1003-Ipperwash.
24. *Ibid.*; Letter, George W. Down, Indian Agent to T.R.L. MacInnes, Esq, Secretary, Indian Affairs Branch, DMR, February 5, 1942, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC.
25. Letter, George W. Down, Indian Agent to T.R.L. MacInnes, Esq, Secretary, Indian Affairs, 5 February 1942; letter, T.R.L. MacInnes, Secretary, to G. Down, Indian Agent, Indian Affairs Branch, DMR, 9 February 1942, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC.
26. Memorandum, D.E.S. to Q.M.G., DND, 18 February 1942, H.Q. 6974-A29-3 (Engrs W), Department of National Defence Directorate of Real Property Management (DRP MGT), File 7806-J35 Vol. 1 Box #140.
27. Letter, LtCol Goodwin Gibson, Real Estate Adviser, DND, to Mr. C.W. Jackson, Acting Deputy Minister, DMR, 21 February 1942, Re: Stony Point Indian Reserve near Ravenswood, Lambton Co., Ontario, H.Q.6974-A29-3, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
28. Memorandum, Deputy Minister, to Dr. McGill, DMR, 23 February 1942, Re: Stony Point Indian Reserve, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
29. Telegraph, Dr. H. McGill, Director IAB, to Mr. G.W. Down, Indian Agent, DMR, 23 February 1942; Letter, Down to Secretary, IAB, DMR, 23 February 1942; Letter, Down to Secretary, IAB, DMR, 26 February 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
30. Memorandum, Brigadier-General D.J. MacDonald, D.O.C., M.D. No. 1, to Secretary, DND, 2 March 1942, No. L. 24-8-2, DGAA, File 1003-Ipperwash.

31. "Appraisal Report from Bert Weir & Co. Realtors, London, Canada - Property Stoney Point, Ontario." Prepared for Col. Goodwin Gibson, DND, 29 February 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
32. Memorandum, Brigadier D.J. MacDonald, D.O.C., M.D. No. 1, to Secretary, DND, 2 March 1942, No. L. 24-8-2, DGAA, File 1003-Ipperwash.
33. P.C. 1981-499, 26 February 1981, in DGAA, 1003-Ipperwash.
34. Memorandum, MacDonald to Secretary, DND, 2 March 1942, No. L. 24-8-2, DGAA, File 1003-Ipperwash; Letter, G.W. Down, Indian Agent, Sarnia, to T.R.L. MacInnes, Secretary, IAB, DMR, 28 February 1942, RG 10, Vol 7754, File 27029-2, Pt. 1, NAC.
35. Memorandum, MacDonald to Secretary, DND, 2 March 1942, No. L. 24-8-2, DGAA, File 1003-Ipperwash; Letter, G.W. Down, Indian Agent, Sarnia, to T.R.L. MacInnes, Secretary, IAB, DMR, 28 February 1942, RG 10, Vol 7754, File 27029-2, Pt. 1, NAC.
36. Letter, Dr. McGill, Director, to G.W. Down, Indian Agent, Muncey, IAB, DMR, 5 March 1942, RG 10, Vol 7754, File 27029-2, Pt. 1, NAC.
37. What was meant by "forcible taking" is not known.
38. Letter, LtCol G. Gibson, Real Estate Adviser, to Quartermaster-General, DND, 4 March 1942, Re: Proposed Advanced Training Centre, Stony Point Indian Reserve, H.Q. 6974-A29-3, DGAA, File 1003-Ipperwash.
39. Memorandum, G.M. Bowes, for Real Estate Adviser, to Col. McKenna, D.E.S., DND, 18 March 1942, H.Q. No. 6974-A29-3, DGAA File 1003-Ipperwash.
40. Memorandum, JAG, to DES, DND, 21 March 1942, re: Stony Point, Ontario Advanced Training Centre, H.Q. 6974-A29-3 (JAG), DRP MGT File 7806-J35, vol. 1, box #140; Memorandum, DES, to REA, DND, 23 March 1942, re: Stony Point, Ontario Adv. Training Centre, H.Q. 6974-A29-3(Engrs.)(L), DGAA, File 1003-Ipperwash.
41. Letter, H. DesRosiers, Deputy Minister, DND, to Deputy Minister, DMR, 21 March 1942, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC.
42. When the Deputy Minister of the DMR replied the following week, he was able to confirm that a meeting had been scheduled with the Band, and that Indian Affairs Branch would be attending in the hope that the Indians would approve of the surrender. The DM also raised doubt as to whether the \$3,400 proposed to cover moving expenses would be adequate; he noted that it had already been suggested to a DND officer that an "even sum" of \$50,000 be provided for the purchase (allowing up to \$8,400 for relocation costs). Letter, Charles Comsell, DM, DMR, to Col. DesRosiers, DM, DND (Army), 27 March 1942, re: Proposed Advanced Training Centre, Stony Point Indian Reserve, Ontario, DGAA, File 1003-Ipperwash.
43. Memorandum, Mr. C.W. Jackson, Chief Executive Assistant, DMR, to Dr. H.W. McGill, Director, IAB, DMR, 23 March 1942, re: Proposed sale of Stony Point Indian Reserve; Memorandum, Dr. H.W. McGill, Director, IAB, DMR, to Mr. C.W. Jackson, Chief Executive Assistant, DMR, 24 March 1942, re: Proposed sale of Stony Point Indian Reserve, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
44. Letter, Allen to McCracken, 24 March 1942, RG 10, Vol 7754, File 27029-2 Pt.1., NAC.

45. Memorandum, G.M. Bowes for REA, to JAG, 25 March 1942, re: Stony Point, Ontario, Advanced Training Centre, H.Q. 6974-A29-3, DRP MGT File 7806-J35, vol. 1, box #140.
46. Memorandum, JAG, to REA, DND, 26 March 1942, re: Stony Point, Ontario Advanced Training Centre, H.Q. 6974-A29-3 (JAG), DRP MGT File 7806-J35, vol. 1, box #140.
47. Letter, George W. Down, Indian Agent, to Secretary, Indian Affairs Branch, Department of Mines and Resources, 25 March 1942, RG 10, Vol 7754, File 27029-2 Pt.1, NAC.
48. *Ibid.* Victor Gulewitsch referred to the situation where military engineers began drilling test wells on the Reserve in March, 1942, prior to the acquisition of the reserve, and without Band permission. Although this situation lacked diplomacy and tact, and was cited as a source of grievance by Band members, it would be wrong to conclude that it represented particular disrespect for Aboriginals; similar situations occurred elsewhere. For example, in 1916, before Camp Borden was expropriated from White landowners living near Lake Simcoe, the military began construction of a facility at that location. William E. Chajkowsky, *The History of Camp Borden, 1916-1918* (Jordan Station, ON: Station Press, 1983), 22. These local non-Aboriginal landowners faced a situation similar to that of the residents of Stoney Point twenty-six years later. The military was no better or no worse in the Ipperwash case.
49. Letter, Down to Secretary, IAB, DMR, 25 March 1942, RG 10, Vol 7754, File 27029-2 Pt.1, NAC.
50. *Ibid.* Some of these questions/proposals were reiterated in a memorandum from M.W. McCracken to D.J. Allan dated March 26, RG 10, Vol 7754, File 27029-2 Pt. 1, NAC.
51. Letter, Kettle and Stoney Point War Workers Association (60 signatories) to Sirs, 25 March 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.
52. Letter, Kettle and Stoney Point War Workers Association to Sirs, 25 March 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC; Letter plus enclosures, Acting ADM(Army), to Deputy Minister, DND, April 14, 1942, No. H.Q.6974-A29-3 FD.5 (REA), DGAA, File 1003-Ipperwash. On 7 April, a week after the voting Kettle and Stoney Point Band members rejected DND's offer, the Real Estate Adviser at DND forwarded a copy of the letter to JAG accompanied by a memo. JAG responded that the communication "in no way alter[ed] the legal situation with respect to the acquisition of this property," but "may, of course, advance certain reasons which, from the standpoint of policy, ... have a bearing on the matter." The Quartermaster General, in marginalia, was informed that, since appropriation measures were in progress, the letter from the Kettle and Stoney Point workers served only to reinforce that they were unwilling to dispose of the property. The Q.M.G. accepted this rationale. Memorandum and marginalia, LtCol B.B. Campbell for Real Estate Adviser, to JAG, 7 April 1942, and JAG, to REA, on the same form, 9 April 1942, re: Advanced Training Centre - Stoney Point, Ontario, H.Q. 6974-A29-3 FD.5. (REA), DRP MGT, File 7806-J35, vol. 1, box #140.
53. Letter, B-G MacDonald, D.O.C., M.D. No. 1, to Secretary, DND, 27 March 1942, No. L. 24-8-2, DGAA, File 1003-Ipperwash; Telegraph, Colonel Lambert, D.E.S., for Q.M.G., to D.O.C., M.D. No.1, DND, 30 March 1942, H.Q. 6974-A29-3(Engrs)L, DGAA, File 1003-Ipperwash.
54. Memorandum, W.S. Arneil, Inspector of Indian Agencies, to T.R.L. MacInnes, Esq, Secretary, Indian Affairs Branch, DMR, 2 April 1942, Re: Surrender of the Stony Point Reserve for the purpose of establishing a Military Advanced Infantry Training Centre, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC; "Indians Reject Offer to Sell Reserve," *Globe and Mail*, 2 April 1942. The fact that the current Indian agent, Mr. McCracken, did not accompany the Indian Affairs' officials said something about his immediately negative relationship with the Band. The DIA was obviously confident that Down was still the most capable and liked official in the eyes of the Kettle and Stoney Point Band members.

55. The government representatives present were Down, McCracken, W.S. Arneil (the Inspector of Indian Agencies, the Departmental representative requested by the Indian agents), Brigadier MacDonald, Colonel Kippen and Lt. Colonel Vietch. Memorandum, Arneil to MacInnes, 2 April 1942, Re: Surrender of the Stony Point Reserve for the purpose of establishing a Military Advanced Infantry Training Centre, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC.

56. Memorandum, Arneil to MacInnes, 2 April 1942, Re: Surrender of the Stony Point Reserve for the purpose of establishing a Military Advanced Infantry Training Centre, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC. See also Telegraph Check# LC 1514, Brigadier D.J. MacDonald, D.O.C., M.D. No. 1, to Quartermaster General, DND, 2 April 1942, DGAA, File no. 1003-Ipperwash.

57. Peter Schmalz, *The Ojibwa of Southern Ontario* (Toronto: University of Toronto Press, 1991), 224-225. Schmalz explained that the land at the Nawash reserve was never suitable for farming, and this may have held true at Stoney Point as well.

58. See, for example, Sarah Carter's *Lost Harvests: Prairie Indian Reserve Farmers and Government Policy* (Montreal and Kingston: McGill-Queen's University Press, 1990).

59. See Ronald George to House of Commons Standing Committee on Aboriginal Affairs, *Minutes of Proceedings and Evidence of the Standing Committee on Aboriginal Affairs*, issue no. 8: Study on Claim from the Stoney Point Reserve, 12 December 1991, 8:29.

60. John Leonard Taylor, "Canadian Indian Policy During the Inter-War Years," research report (Ottawa: DIAND, 1984), 89,135,143.

61. On April 4, Brigadier-General MacDonald, D.O.C., M.D. 1, informed National Defence Headquarters that he again reconnoitred a proposed site for a training centre in the vicinity of Wardsville (Middlesex County) as per instructions of the Q.M.G. He assessed that the average value would be \$15.00 per acre, as was the case at Stoney Point, plus improvements, which he suggested were not very valuable. The topography was described as sandy, light soil atop water-logged ground, with about two-thirds of the area covered with scrub woodland that would be dense with undergrowth in the summer. If standard and battle practice rifle ranges were to be established, the danger area would cover two public highways which would have to be purchased. Furthermore, the flatness of the land in the area "causes lack of variety," rendering it unsuitable for all phases of advanced training. MacDonald noted that the area would be excessively hot and humid in summer. Water supply would pose a large problem, with the ample water reported in shallow wells likely to be contaminated, the digging of a deep well likely penetrating a strata "very liable to be impregnated with gas and oil," and no municipal water systems nearby from which a supply could be drawn. In addition, a sewage disposal plant would be required. It is not surprising that MacDonald concluded his report by remarking that "I do not consider this would provide a training area satisfactory in all respects for the advanced training of Infantry." MacDonald to Secretary, DND, 4 April 1942, London, No. L. 24-8-2, p. 1., DGAA, File 1003-Ipperwash. With this location considered to be the next best option to Stoney Point, it is not surprising that DND chose to move on obtaining the latter even after the Band rejected their offer.

62. This point was not elaborated upon, but can be interpreted to mean that, while the Government officials were willing to upset the Kettle and Stoney Point Band, they were not willing to upset non-Aboriginal landowners in the vicinity. Obviously, it was a very telling document.

63. Telephone Conversation, Major-General J.P. Mackenzie and Brigadier-General MacDonald, DND, 2 April 1942, DGAA, File 1003-Ipperwash.

64. The *War Measures Act* is a statute (1914, 2nd session, c.2, s.1) "conferring emergency powers on the federal Cabinet, allowing it to govern by decree when it perceives the existence of 'war, invasion or

insurrection, real or apprehended.' The Act was proclaimed in force, with detailed regulations limiting the freedom of Canadians, during both world wars." Denis Smith, "War Measures Act," *The Canadian Encyclopedia*, 2nd ed., (Edmonton: Hurtig, 1988), vol. IV, 2274.

65. "An Act to confer certain power upon the Governor in Council in the event of War, Invasion, or Insurrection," War Measures Act, Dominion of Canada, *Revised Statutes*, 1927, 4085-87.

66. Telegraph Check# LC 1514, Brigadier-General D.J. MacDonald, D.O.C., M.D. No. 1, to Quartermaster General, DND, 2 April 1942, DGAA, File 1003-Ipperwash. The legal terms "appropriation" and "expropriation" are often used interchangeably in the context of this case study. "Appropriation" can be defined as the act of "selecting, devoting or setting apart land for a particular use or purpose," in this case reserving it for military use at the exclusion of all others. In some cases, "appropriating" land refers to the taking private property for public use (it is closely related to the American concept of "eminent domain," which guarantees "the right of the state, through its regular organization, to reassert, either temporarily or permanently, its dominion over any portion of the soil of the state on account of public exigency and for the public good"). In Canada, "expropriation" can refer to the forced sale of land to a public authority (similar to the second definition of appropriation and synonymous with the US doctrine of eminent domain). Joseph R. Nolan and Jacqueline M. Nolan-Haley, *Black's Law Dictionary*, 6<sup>th</sup> ed. (St. Paul, MN: West Publishing, 1990), 101, 523, 582. Both terms thus seem to be interchangeable, at least in spirit, in some contexts. However, in this particular case study, "appropriation" appears to be the more suitable term to employ. The order-in-council (P.C. 2193) that approved the "appropriation" of Stony Point I.R. did not mention "expropriation." The legal provisions for appropriation seemed based on the notion that, since reserve lands are described as lands for which the legal title ("ownership") is "vested in Her Majesty" according to the *Indian Act*, the Crown (federal government) did not need to expropriate the reserve as it normally would private property held in "fee simple." Obviously the government concluded that the Indians did not hold "estate in fee simple" to the land as private individuals (which they did not in a strict legal sense under the provisions of the *Indian Act*). Some of the broad considerations and complexities regarding the nature of the Band's legal interests in reserve lands are described by William H. Henderson in "Land Tenure in Indian Reserves" (Research Branch, Policy, Research and Evaluation Group, Department of Indian and Northern Affairs, 1978).

67. Memorandum, LCol Basil B. Campbell, for Real Estate Adviser, to ADM(Army), DND, 2 April 1942, Re: Stony Point, Ontario Advanced Training Centre, HQ 6974-A29-3 (REA). The following day, the Minister of Mines and Resources, T.A. Crerar, reaffirmed that he "would not oppose a move to take the Reserve under the *War Measures Act* if [DND] decide to expropriate. Handwritten note, K.J.A.[?] to Dr. McGill, 4 April 1942, RG 10, Vol. 7754, File 27029-2, Pt.1, NAC.

68. Letter, M.W. McCracken, Indian Agent, to T.R.L. MacInnes, Secretary, IAB, DMR, 13 April 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.

69. Memorandum, LCol G. Gibson, Real Estate Adviser, to Quartermaster-General, DND, 11 April 1942, re: Advanced Training Centre, Stony Point Indian Reserve, Stony Point, Ontario, H.Q. 6974-A29-3, DGAA, File 1003-Ipperwash. The chronology suggested in this memo does not seem to correspond with the date stamps on other official documents as to when the submission was signed by the Minister, submitted to Council, and approved by the Governor General. Gibson suggested to the Q.M.G. that the Minister's office had told him it was still awaiting the Minister's signature that afternoon, which conflicts with Privy Council minutes saying the submission had been carried on April 8. In all likelihood, the Real Estate Adviser was simply not up-to-the-minute on what had transpired, or the memorandum cited here was improperly dated.

70. Submission to Governor in Council, Minister of National Defence, 7 April 1942, DGAA, File 1003-Ipperwash.

71. See J.L. Granatstein, *Canada's War: The Politics of the Mackenzie King Government, 1939-45* (Toronto: Oxford University Press, 1975) and C.P. Stacey, *Arms, Men and Governments: The War Policies of Canada, 1939-45* (Ottawa: Information Canada, 1970).

72. During the summer of 1997, two different papers gave three different interpretations of this issue. On 28 May, the *Sarnia Observer* stated that the military only promised to return the land when it was no longer needed. However, the same paper on 18 July concluded that "Camp Ipperwash was originally slated to be returned to natives after the war, but the military continued to insist it needed the base for military purposes." In contrast, the *London Free Press* of 9 April 1997, simply stated that "Ottawa promise[d] to return land after war."

73. 1995 Statement of Claim, Kettle and Stoney Point Band, <http://www.netroute.net/~victor/socipp.htm>, accessed 12 October 1997.

74. Memorandum and marginalia, Superintendent, Reserves and Trusts, to Director, IAB, DMR, 30 April 1942, and response, 2 May 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.

75. An earlier draft of the letter stated that the Indians had "been given *full* measure of self-government ..." [emphasis mine], but this had been deleted from the letter at the request of the Director of the IAB who recognized that this statement would certainly have been challenged. Allan thus used "a measure" in place of "full measure of self-government" in the final version sent to the Minister for signature. Memorandum and marginalia, Superintendent, Reserves and Trusts, to Director, IAB, DMR, 30 April 1942, and response, 2 May 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.

76. Letter, T.A. Crerar, MMR, to Mrs. Beattie Greenbird, 4 May 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.

77. The discriminatory provisions of the *Indian Act* are noted in all general texts on Aboriginal history in Canada. The best existing source on the development of this core document to understanding Native/non-Native relations in Canada is John Leslie and Ron Macguire, eds., "The Historical Development of the Indian Act," 2nd edition (Ottawa: DIAND, Treaties and Historical Research Centre, 1979).

78. Letter, Crerar to Greenbird, 4 May 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC.

79. DND Army - Freehold Land Card, Ipperwash, DGAA, File 1003-Ipperwash.

80. Letters, B.J. Spencer Pitt, Solicitor, to Secretary of State, Minister of National Defence, His Excellency The Right Honourable Earl of Athlone (Governor General), and Prime Minister Mackenzie King, 7 May 1942; letter, Undersecretary of State to Pitt, 12 May 1942; letter, H.R.L. Henry, Private Secretary of the Prime Minister, to Pitt, 13 May 1942; letters, Pitt to Minister of Mines and Resources, 22 and 23 May 1942; letter, Director Indian Affairs to Pitt, 9 June 1942, RG 10, Vol. 7754, File 27029-2, Pt. 1, NAC. Letter, J.L. Ralston to Pitt, 2 June 1942; letter, Pitt to the Attorney General of Canada and Minister of Justice, 16 June 1942, DND file 7806-J35 vol. 1.

After hostilities ceased, several DND officials privately concurred that the Camp would be given back to the Band on the basis that it was "no longer needed for its original purpose." It is not clear in the archival record why discussions over a return of the land to the Indians were abandoned by Indian Affairs and National Defence in 1948. A note to file by the Indian Agent re: Kettle Point Indian Reserve, dated 15 March 1952, referred to the date of 30 January 1948 when a DND offer to return a large part of Ipperwash to Indian ownership was "left in abeyance." The simple reason given was that "this proposal was unacceptable to the Indians," but there is no further evidence of a formal offer or rejection by the Band

members. Memorandum, J.H. Gordon, Acting Director Indian Affairs, to John C. Munroe, Parliamentary Secretary, 20 June 1963, File 471/30-8-43, vol. 1, NAC.

81. For example, in a press release the Kettle and Stoney Point Band suggested that: "Although there were other equally suitable locations, the Military selected the Reserve lands at Stony Point to avoid the cost, time and political repercussions of negotiating for or expropriating non-Aboriginal lands. Indian lands were considered to be "non-productive" compared to more "productive" agricultural lands, though we depended on our farms and gardens for our survival. The options, of utilizing nearby Crown lands or of accepting the Pinehill offer, were not mentioned in any correspondence." "The Chippewas of Kettle & Stony Point - Camp Ipperwash" <http://www.netroute.net/~victor><img src="FLYER8-1.HTG, 26 August 1997.

82. Jean Leonard Elliot and Augie Fleras, *Unequal Relations* (Scarborough, ON: Prentice-Hall, 1992), 64.

83. In 1944, the beachfront properties of J.A. White and Grace H. Wright were acquired by DND and incorporated into Camp Ipperwash under P.C. 7820 dated 6 October 1944.

84. Memorandum, LCol A.L.D. Macdonell, for Cmdr CF Base London, 5 Mar 71, re: Investigation of Danger Areas Camp Ipperwash, Wolsely Barracks File 4500-1, in DGAA, File 1003-Ipperwash.

85. Daniel, Tyler, Wright & Daniel, *A History of Native Claims Processes in Canada, 1867-1979* (Hull, PQ: Research Branch, DIAND, February 1980), 220.

86. For example, the Suffield Block was expropriated from non-Aboriginal farmers on 11 April 1941 using the *War Measures Act*. The land had been declared unfit for farming under the Special Areas Act of 1938, however 452 people were ordered off the land in 1941. BATUS et al., *Dinosaurs to Defence: A Story of the Suffield Block* (Great Britain: Purnell Book Production Ltd., n.d.), 104-105. As stated earlier, further research is required on the expropriation/purchase of the White-owned beachfront property at Ipperwash in 1944.

87. John Leslie, head of the Treaties and Historical Research Centre at DIAND in Hull, PQ, raised a similar need in the introduction to Daniel, Tyler, Wright & Daniel, Ltd., *A History of Native Claims Processes in Canada*, vii.