FEDERAL RECOGNITION OF INDIAN FISHING RIGHTS IN BRITISH COLUMBIA

THE FORT FRASER AGREEMENT OF JUNE 15, 1911

THE FORT ST. JAMES AGREEMENT OF JUNE 19,1911

PREPARED FOR

THE UNION OF B.C. INDIAN CHIEFS

BY

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INTRODUCTION

In 1911 the Government of Canada asked a number of Indian Bands in central British Columbia to agree to give up their traditional fishing weirs or barricades in exchange for a federally sanctioned right to fish with nets in non-tidal waters (notwithstanding the Fisheries Act), bi-annual provision of fishing equipment, and other forms of compensation.

The Indians agreed, but required additional provisions including, among other things, securing to them of a number of traditional fishing stations throughout their area. All of the Indian demands were agreed to by the two federal government departments involved -- the Department of Marine and Fisheries and the Department of Indian Affairs.

Two formal agreements were signed. The Fort Fraser Agreement of June 15, 1911 was signed by Chief Antoine, representing the Stoney Creek Band, Chief George, representing the Fort Fraser Band, and Chief Isidore, for the Stella Band.

The Fort St. James Agreement was signed June 19, 1911 by Chief Joseph, representing the Nakazle Band, Chief Dominic on behalf of the Pinche Band, and Chief Alexis for the Tacha Band.

The language of the written agreements was drafted by the government. Each agreement begins with "We, the undersigned . . . acting in the capacity of chiefs and representing our respective Bands . . . do hereby agree that for and in consideration of the following concessions or demands, herein enumerated we will abandon the method known as barricading . . ."

The federal government, in seeking the agreements, recognized that the traditional fishing practices of the Indians in British Columbia are aboriginal rights which cannot be altered or extinguished except with the consent of the Indians and with payment of compensation for the rights which may be relinquished.

The Fisheries Act of Canada prohibits the construction of barriers which prevent salmon from freely ascending rivers to the spawning areas. The Indian barricades obstructed the free passage of fish, delaying them so that they could be taken in basketry traps associated with the barricades, or by spear or dip net. If there had not been recognition of special Indian fishing rights, the barricades could simply have been disallowed under the law.

The fact that the federal government undertook to secure Indian consent by formal written agreements and undertook to provide compensation through the same legal instruments shows that the Government of Canada recognized the existence, legitimacy, and the value of Indian fishing rights.

The federal government, by the language it used in these written Agreements, recognized the separate Bands as sovereign entities to be treated with by the Government of Canada with respect to fishing rights. The chiefs were recognized in the Agreements as representing their respective Bands and acting for them.

In dealing with the Bands as sovereign groups, the Government of Canada was able to secure lasting arrangements which are binding upon all members of the Bands which are parties to the Agreements.

The Fort Fraser Agreement and the Fort St. James Agreement are not unique or anomalous. They were patterned after the agreement made with the Babine Indians in 1906.

The Babine Indians agreed to stop building fish weirs or barricades in exchange for the right to fish with nets in non-tidal waters, provision of nets and other fishing equipment as needed, and other compensation including agricultural lands which the Government of Canada secured on their behalf from the Province of British Columbia.

The Agreement with the Babine Indians was reached in 1906 after two years of consultation and negotiation. The Government of Canada initiated the Fort Fraser and the Fort St. James Agreements five years later.

The Agreements made with all of these Dene Indian Bands in 1906 and 1911 had the approval of both the Minister of Marine and Fisheries and the Minister of Indian Affairs.

The Department of Marine and Fisheries undertook to secure to these Indian Bands the right to fish with nets in non-tidal waters although this is contrary to the provisions of the Fisheries Act. In so doing, the Department of Marine and Fisheries recognized special Indian fishing rights.

The Department of Indian Affairs undertook to provide new nets on a continuing basis as needed, to acquire for the use of the Indians lands held by the Province of British Columbia, and to bear other expenses in implementing the provisions of the agreements. The Department of Indian Affairs assumed these financial obligations because the Indians were asked to forego a recognized right.

The Agreements and their provisions reflect the recognition on the part of the Government of Canada that the Indians of British Columbia have fishing rights which have never been ceded or diminished by treaty and which cannot be altered or extinguished legally without the consent of the Indians concerned.

Government recognition of Indian fishing rights is attested to not only by the Agreements themselves, but also by the official correspondence of the Department of Marine and Fisheries and the Department of Indian Affairs relating to these Agreements.

This correspondence and other official records of the Federal Government are reviewed here in order to provide a history of the Agreements, to show why they were made, the manner in which their provisions were put into effect, and subsequent Indian reactions.

Before proceeding with the history of the Agreements, it is important to note their present status. While the Indians have abided by the terms of the Agreements, the Government has defaulted on a number of specific commitments.

In 1961 the North American Indian Brotherhood wrote to Prime Minister Diefenbaker asking that the matter be investigated. The North American Indian Brotherhood was advised that the Agreements were not legally binding upon the Government although the Department of Indian Affairs recognized a moral obligation to assist the Indians on a basis of need.

Review of the original record reveals that the legal advisor to the Department of Indian Affairs gave his opinion that the Agreements might not be binding. He noted that the Government apparently had not formally ratified the Agree-

ments and he argued that there was a "complete absence of valuable consideration" which is generally essential to formation of a contract.

The failure of the government to formally ratify the Agreements by signing the documents must be weighed against the clear intent to ratify as documented in the official correspondence, some of which is reproduced in this report.

In addition, the government did, in fact, carry out its obligations under the Agreements for some years subsequent to the negotiations. This is also documented in a later portion of this report.

Government files do not reveal why the Department of Indian Affairs discontinued the promised supply of nets. Some of the relevant files have been destroyed.

The Indians continued to meet their commitments under the terms of the Agreements. Generally, the performance of the parties is taken into consideration when determining whether an agreement or contract is valid.

The second point raised by the government legal advisor was that there was no "valuable consideration." His argument was that the government gained nothing by the Agreements because the Indians were not required to do more than what was already prescribed by law.

Examination of the internal correspondence at the time reveals that this argument was rebutted by a high-ranking

officer of the Department of Indian Affairs. This official argued that there had, indeed, been a "valuable consideration." In the course of his argument the officer noted that an attempt by the then Department of Marine and Fisheries to enforce the provisions of the Fisheries Act against the Indians would have involved that Department, "in all probability, with this Department in a serious dispute regarding the aboriginal rights of the Indians."

The question of whether the Agreements of 1906 and 1911 are legally binding upon the Government of Canada is a matter which the courts might decide differently from the opinion given by the legal advisor to the Department of Indian Affairs.

Regardless of how that question might be decided by the courts, the fact remains that the Agreements were sought by the Government of Canada because the Indians of British Columbia were recognized to have aboriginal fishing rights which cannot be abrogated legally by the mere passage of federal legislation.

In recognizing these aboriginal rights the government of the day was acting consistently with previous governments of Canada and with policy set down by Great Britain in the Royal Proclamations of 1762 and 1763.

HISTORY OF THE 1911 AGREEMENTS

The first correspondence with respect to eliminating Indian fish weirs in the Stuart Lake Agency appears in reports and letters of Fishery Guardian H.P. Horan in the summer of 1910. Mr. Horan informed his superior, C.B. Sword, Inspector of Fisheries at New Westminster, that the Indians built weirs across the rivers at both ends of Fraser Lake. (1)

In December 1910 Horan wrote to Sword alleging that Indian fish weirs in Stuart River impeded the ascent of salmon to Stuart Lake and interfered with the hatchery operations there. (2)

This information was duly transmitted to Ottawa with the suggestion that it might be well to make arrangements with the Fraser Lake and Stuart Lake Indians similar to the Agreement with the Babine Indians. (3)

Fishery Guardian Horan contacted Father Coccola who had assisted in the negotiations with the Babine Indians and asked his assistance in making a similar arrangement with the Indians of the Fraser Lake and Stuart Lake areas. Horan also asked Mr. W.J. McAllan, the Indian Agent for the Stuart Lake Agency to help to persuade the Indians to discontinue building the weirs.

In a letter to J.D. McLean, Assistant Deputy Minister of Indian Affairs in Ottawa, McAllan reported Horan's re-

quest and asked for instructions. The Indian Agent remarked,

"I had concluded that the Fishery Department must have been well aware long ago that the Indians here fished wth fences and baskets, and that the Government recognized their claims in this respect when they compensated the Babine Indians with land etc. to abandon the barricade method of fishing at that point.

The Indians in my Agency claim that 2/3 of their food supply is fish; that they have always fished salmon with fences and baskets and that they know of no other method of obtaining sufficient supply for their purposes." (4)

In February 1911 Father Coccola reported to Fishery Guardian Horan that he had discussed the government proposal with the chiefs and leading men of the local Bands. Father Coccola noted that the Indians depended on the salmon not only for food, but also for bait in trapping fur bearing animals. He further noted that there were no large game animals in the country, that farming efforts had been nullified by frost and drought, and that the influx of white people had resulted in forest fire and had driven fur game out of the country. He then set out the conditions under which the Stuart Lake people said that they would agree to discontinue the building of fish weirs.

The conditions set by the Stuart Lake people were the following:

"1st. That the Government will consent to open and provide a boarding school for their children, boys and girls, where at least their offspring would be free from starvation, and let parents free to go to their trappings as far as game can be found, which they could not do if all the family had to be packed or follow.

2nd That nets of 1st class quality, 250' long 9' wide, and twine enough for mending same, would be handed to each family or to each person alone providing for himself, these nets to be renewed at reasonable intervals.

3rd Fishing with nets on a rocky or rough bed or bottom being very uncertain, three fishing stations should be secured by the Department for them. The first fishing station to be on the Pelgha small lake, northwest of Tachi village, not far from Stuart Lake. The second on Tess-Rha Lake, north of Pinche village, and the third on Nehoumi li Lake on the McLeod's trail, about seven miles from Stuart Lake.

4th Farm implements of all descriptions and seeds to be given to all those who like to make serious use of them."

Father Coccola further advised Mr. Horan that the Fraser Lake and Stoney Creek people would likely be willing to make a similar arrangement. Father Coccola then offered to assist in any negotiations. He noted that the Stuart Lake Bands were prepared to negotiate an Agreement on the stated terms at any time. (5)

The list of conditions set by the Stuart Lake people was forwarded April 18, 1911 by the Inspector of Fisheries in New Westminster to the Department of Marine and Fisheries in Ottawa. The Inspector described the Indian fisheries in detail, but he was either misinformed, confused, or else he exaggerated about certain points. His description of the Stuart River weirs and the weirs in the Little Nechako and Stellako rivers are reproduced here in full.

"The barricades are located in the Stuart river, about 3/4 of a mile from the lake of the same name, and extend right across the stream, blocking it entirely to the ascent of any fish. These barricades are placed in shallow water,

about 3' in depth, and on the upper side of the barricades, large willow baskets or crates are placed, and connected with the barricade by a flume in the shape of a funnel, which is about 3' in diameter. These baskets or crates are sunk in about 10' of water, so that the length of the funnel would depend upon the distance at which 10' of water would be found above the barricade. These baskets will contain anywhere from five to ten thousand fish, and the only means the Indians have of removing the fish therefrom are by the use of spears. These barricades are in position, and ready to capture fish about the end of August, and remain in position right through the Season, and are not even removed by the Indians, this work being done by the Spring freshets. This is not the case with the baskets or crates, which are removed when the fishing cease, as they take considerable time to make, and are of some value.

The Stuart river is about forty miles in length, taking its rise in the Stuart Lake, and emptying into the Nechaco, and it is estimated that 1/3 of the Sockeye run up the Nechaco, continue on up Stuart river, and the balance of the run head for Fraser lake.

The Indians look upon the use of these barricades as a moral right, and state that their living depends upon the capture of fish by this means and they view with displeasure, any suggestions made to prohibiting the use of the same by them.

. . .

Coming to the question of the Fraser Lake Indians, it appears there are two bands interested here, viz, The Fraser Lake band and the Stoney Creek band. Fraser Lake is one of a chain of lakes, and empties into the main Nechaco river, through what is known as the little Nechaco, a small stream of about two miles in length. The barricades are placed in this small stream at the east end of the Lake by the Fraser Lake band, and in the Stelako river at the west end, by the Stoney Creek band, thus you will notice that what few fish escape the barricades at the east end, are captured by the barricades at the west end. It is not however, possible for Salmon to ascend the Stelako river for any great distance, as there are natural obstructions which prevent the Salmon ascending to Francois Lake, but there is no question that such Salmon as are caught by the barricades in this river, are ascending for the purpose of spawning in the river, after having ripened in Fraser Lake, and are therefore captured practically right on the spawning beds.

The barricades of the Fraser Lake are precisely the same as those described as being used in the Stuart river, and they may possibly be a little more destructive, as the streams are smaller, and the barricades can be made more

effective.

> My information is to the effect that there is a fairly large run of Sockeye to the Fraser Lake spawning grounds, but of course the results are rendered practically nil by the use of these barricades. There is no wonder that the Sockeye run of the Fraser river, is decreasing year by year, when this slaughter of parent fish is considered, and the only feasible reason that can be given for such fish as do reach the spawning grounds, is that they have ascended the river before the barricades have been placed in position." (6)

If the Indian method of fishing really had the effects alleged by the writer of the passages quoted above, the salmon runs would have ceased long before 1910.

Indian fishermen used weirs on all suitable salmon streams of the Pacific coast for untold generations before the arrival of non-Indians. It is a matter of record that the salmon stocks survived far better under Indian fishing methods than they have during the past sixty some years since the building of weirs has been discontinued.

The weirs did not completely block the upstream migration of salmon. Because the stream bottoms were uneven, some fish were always able to find their way under the weirs to continue their upstream journey. More importantly, Indian fishermen periodically opened passages through the weirs in order to allow for adequate escapement to the spawning grounds and so that fishermen above them would have an opportunity to harvest fish at locations farther upstream.

The assertion that the basketry traps on Stuart River

"will contain anywhere from five to ten thousand fish" is patently incorrect. If the average sockeye weighed five pounds, ten thousand fish would weigh 50,000 pounds or 25 tons. It is difficult to imagine a basketry trap which would contain 25 tons of fish and which could be removed for seasonal use.

The fishery officer noted that the flumes and traps were removed after the Indians had secured the salmon they required. He failed to note that this would have left openings three feet wide in the weir permitting free passage of the remaining salmon even if the weir itself were not dismantled.

The description of the fish weir at Stuart River given by the fisheries officer does not agree with the account given by John McLean when he was in charge of the Hudson Bay Company post at Stuart Lake in 1834. McLean's account was based on close observation while resident in the area. According to McLean, the Indians dismantled the weir at the end of the fishing season.

"The salmon (the New Caledonian staff of life) ascend Frazer's River and its tributaries. . . . The natives display a good deal of ingenuity in catching them. Where the current and depth of water permit, they bar it across by means of stakes driven into the bottom with much labour, and standing about six inches apart; these are strongly bound to a piece of timber, or "plate," running along the top; stays, or supporters, are placed at intervals of ten or twelve feet, the upper end bearing against the plate so as to form an angle with the stream. Gaps are left in the works of sufficient size to admit the varveaux, or baskets, in which the fish are taken. After the whole is finished, square

frames of wicker-work, called keys, are let down against the upper side, to prevent the fish from ascending, and at the same time to allow the water a free passage. The keys must be kept entirely free from filth, such as branches, leaves, &c., otherwise the whole works would soon be swept away. The baskets are of a cylindrical form, about two and a half feet in diameter at the mouth, and terminate in a point of four or five inches. When the fishing is over, all the materials are removed, and replaced the ensuing year with equal labour. (7)

In blaming the decrease in the sockeye run of the Fraser River on "this slaughter of parent fish," the fishery officer omits any mention of the "parent fish" taken by the canneries at the mouth of the river and the wasteful slaughter by commercial fishermen.

The omission is particularly notable in that in the year just previous, 1909, the commercial catch had been particularly large. In addition, the Report of the British Columbia Commissioner of Fisheries for 1909 had reported on the waste of Fraser River sockeyes in 1901.

"The catch that year (1901) was so great that every one of the canneries on both sides of the international line filled every can they had or could obtain; and in addition to the millions of fish they packed that year, many millions more were captured, from both the Canadian and American waters of the Fraser River District, which could not be used, and were thrown back dead into the water. The waste of sockeye of our own catch and of that of the Americans in 1901 is believed to have been greater than the number caught and packed by all the canners on the waters mentioned in any year since, with the exception of 1905 and this year." (8)

Despite the patent causes of the decline in the Fraser River sockeye run, the Indians were blamed for the decline and the fisheries officials continued their battle to eliminate the fish weirs.

The allegations about the destructiveness of Indian fishing gear and methods were forwarded to Ottawa where a memorandum was prepared for the information of the Superintendent of Fisheries. A few excerpts will illustrate the tone of the document.

> "This most nefarious method of fishing is exceedingly difficult to stop, as the Indians in these remote portions of the country have never practiced any other, and on account of the comparatively little work involved after the barricades are erected, they are not anxious to avail themselves of more modern methods.
>
> . . .
>
> In cases where the fish are in great numbers the quantity which the Indians require for their food would not matter so much if they could be depended upon to carry on the fishing in a sane way; but owing to their indolent habits when they catch sufficient fish for their own purposes they simply stop fishing, sometimes removing the baskets, which are more difficult to make than the barricades, so that they may save them for another year; but they leave the barricades themselves, which block the fish and prevent them from reaching their spawning grounds.
>
> . . . . if these are not allowed to spawn the extermination of the salmon fishery must necessarily be only a matter of time, and therefore the method is clearly not in the permanent interests of the Indians themselves, as the result will be that in the course of time they will have to find some other means of obtaining supplies of food." (9)

The Deputy Minister of Marine and Fisheries immediately contacted the Deputy Minister of Indian Affairs relaying the information in the above memorandum and representing that the Indian weirs prevented adequate spawning in Stuart and Fraser lakes. The Deputy Minister of Marine and Fisheries represented that the Fraser salmon were endangered by the Indians and urged that an Agreement be made with the Stuart Lake and Fraser Lake Indians similar to that which had been

made with the Babine Indians. The Department of Marine and Fisheries offered the following special Indian fishing arrangements.

". . . while this Department views with no little apprehension even limited net fishing in the head waters of the salmon producing streams, under all the circumstances it would be prepared, as in the case of the Babine Indians, to waive the condition of the Fisheries Act, requiring that no net fishing should be allowed above the ebb and flow of the tide, and to permit the use of nets by the Stuart Lake and Fraser Lake Indians, in the capturing of such quantities of Salmon as they may require each year for their needs." (10)

The Deputy Minister of Indian Affairs acceded to the request on the understanding that discontinuance of weir fishing by Indians was vital to the survival of the salmon. The Deputy Minister of Indian Affairs wrote:

". . . the Department realizes the importance to the Indians of securing sufficient salmon for their requisite food supply, and also realizes what it means to them to give up their traditional manner of gaining their livelihood by a method of fishing, which has not before, so far as they are concerned, been interfered with. At the same time the Department understands the importance of securing a free run of the salmon to their spawning grounds, and to this end is prepared to assist your Department in the abolition of the barricades on the river."

The letter advised the actions being taken by the Department of Indian Affairs to meet the conditions set by the Fraser Lake and Stuart Lake Indians.

"Mr. McAllan will be written to and instructed to have the fishing stations located that are desired by the Indians in order that an effort may be made to obtain them from the British Columbia Government."

The Fisheries Department was asked to purchase ten nets for the Indians concerned. (11)

The Department of Indian Affairs agreed to pay for the nets. (12, 13, 14)

With the approval of the Department of Indian Affairs and the Department of Marine and Fisheries, Fishery Guardian H.P. Horan negotiated an Agreement with three Chiefs representing the Stoney Creek, Fraser Lake, and Stella Bands of Indians at Fort Fraser, June 15, 1911. The Agreement was witnessed by Father E.M. Bunoz.

A copy of the handwritten document which was signed by Father Bunoz and which bears the X marks of the Chiefs is attached to this report as Appendix 1.

The text of the Fort Fraser Agreement is as follows:

Fort Fraser, B.C. 15 June, 1911

We, the undersigned, acting in the capacity of Chiefs, and representing our respective bands, in the Stuart Lake agency, do hereby agree, that for, and in consideration of the following concessions herein enumerated, we will abandon the method known as barricading the rivers of the Northern interior for the taking of salmon, and also to refrain from using nets on all the fresh water lakes and also to refrain from taking fish of all kinds that are at present protected by the Fisheries Act of Canada in the creeks when on their way to the spawning-grounds and also on the spawning-grounds except by means of angling with hook and line.

We further agree that, from Saturday six P.M. to Sunday at twelve midnight, salmon fishing with nets shall be prohibited.

List of concessions or demands:-

(1) The Government will be required to furnish one net to each family. Length of net 100 feet long, 9 ft. deep, and twine in sufficient quantities to keep them in repair. Nets to be renewed about every two years. The number of families to be determined from official census 1911.

(2) Garden seeds of all kinds to be supplied to each family. Also farm or field seeds, viz:- Timothy, Oats, Barley.

(3) Farming implements of all kinds to be given to those of the Indians who will make use of them.

(4) The Government will be required to locate, erect, maintain and operate a school within the Stuart's Lake agency.

(5) The establishment of fishing stations at convenient points.

(6) Nothing in the above agreement is to be used to the detriment of the Indians in famine years or in special cases of destitution, but that the Government, will, in the future, as in the past, provide the necessaries of life to the worthy destitute.

(7) It is expressly understood that this agreement, or settlement, must, first be endorsed by the Department of Indian Affairs at Ottawa.

In witness whereof we have this day set our hands and seals in the presence of

Initial			Name	Seal	Witness
N.C.	Chief	X	Antoine of Stoney Creek		E.M. Bunoz
N.C.	Chief	X	George of Fort Fraser		E.M. Bunoz
N.C.	Chief	X	Isidore of Stella		E.M. Bunoz

Judging from the fact that they were unable to write their names, it seems safe to assume that the Indian parties to the Agreement were unable to read the written document and relied on a verbal explanation of its provisions.

These provisions differ in several respects from those of the Fort St. James Agreement which was negotiated a few days later.

The Fort Fraser Agreement provides that the nets to be supplied will be 100 feet long, whereas the nets to be provided under the Fort St. James Agreement are to be 200 feet long. There appears to be no explanation in the related correspondence which would account for this discrepancy.

The Fort Fraser Agreement provides that there will be no net fishing in any of the lakes. This contrasts with the Fort St. James Agreement which provides for net fishing in Stuart Lake.

The Fort St. James Agreement was signed June 19, 1911. A copy of the hand written document is attached to this report as Appendix 2. The text of the Agreement is as follows:

Fort St. James, B.C., June 19th, 1911

We, the undersigned, Chiefs Joseph, Nakazle, Dominic, Pinche, Alexis, Tacha, acting in the capacity of chiefs, and representing our respective bands, within the Stuart's Lake Agency, do hereby agree that, for, and in consideration of the following concessions or demands, herein enumerated, we will abandon the method known as barricading the rivers of the Northern Interior of British Columbia, and more particularly those known as the Stuart River, Middle River, Tacha River and the Pinche Creek, and also to refrain from killing all kinds of fish on their natural spawning grounds that are protected by the Fisheries Act of Canada except by means of angling by hook and line.

We further agree that, in Pinche Creek and Tacha River, nets shall be prohibited entirely and that nets shall be used only in Stuart's Lake, and not closer than one quarter of a mile from the mouth or discharge of the said streams into Stuart's Lake.

We also agree, that from Saturday 6 P.M. to Sunday at twelve midnight, salmon fishing with nets shall be prohibited.

No shortage in the nets supplied, such as floats, shall constitute a violation of this agreement on the part of the Government of Canada.

Old nets, in all cases must be produced for inspection by the applicants before a new one will be furnished.

Seeds, both garden and field, to be supplied to bona fide applicants.

Farming implements to be supplied only to those who will make proper use of them.

List of concessions or demands:-

(1) The Government will be required to furnish one net to each family, length of net to be two hundred feet long and nine feet deep, and twine sufficient to keep them in repair. Nets to be renewed about every two years. The number of families affected to be determined from Official Census of 1911 and the annual report of Indian Affairs to constitute basis of population of ensuing years.

Nets to be furnished, complete, with floats, etc.

(2) Seeds of all kinds, adapted to climatic conditions, both field and garden, to include Timothy, Oats, Barley, etc., to be furnished each family in sufficient quantities.

(3) Farming Implements of all kinds and necessary for proper cultivation to be supplied to those who will make proper use of them.

(4) The Government will be required to locate, erect, maintain, and operate a school within the Stuart's Lake Agency, providing, of course, that the necessary grant from Parliament can be secured or obtained.

(5) Fishing Stations to be located at convenient places throughout the agency, for the taking of fish, providing, always, that the Fisheries Act of Canada shall be respected at the said stations with regard to the spawning grounds.

(6) Nothing in this agreement is to be used to the detriment of the Indians in famine years as in special cases of destitution, but that the Government of Canada, shall, in the future, as in the past, provide the necessaries of life to the worthy destitute. This in consequence of the loss of our barricades.

(7) It is expressly understood that this agreement or settlement must first be endorsed by the Department of Indian Affairs at Ottawa, before becoming operative.

In witness whereof, we have this day set our hands and seals in the presence of

Initial	Name	Residence	Witness
N.C.	Chief X Joseph	Nakazle	E.M. Bunoz
N.C.	Chief X Dominic	Pinche	E.M. Bunoz
N.C.	Chief X Alexis	Tacha	E.M. Bunoz

The Fort St. James Agreement is a more carefully worded document than the Agreement made a few days earlier at Fort Fraser.

The Fort St. James Agreement was negotiated at the Hudson Bay post in the presence of Mr. Murray, the post manager. Mr. Murray provided Fishery Guardian Horan with a letter, apparently at Mr. Horan's request.

The letter reveals that the Indians took an active part in negotiating the terms of the Agreement. Evidently the Indians were still attempting to convince the fishery officer that the weirs were necessary. Like the Fraser Lake Indians, they rejected the Government offer of ten nets and insisted on one net for each family.

It is also clear from the letter that Mr. Murray had doubts that the Indians would be able to secure sufficient salmon for their needs by means of the nets. Mr. Murray's letter, written the same day that the Agreement was signed, is reproduced here in full.

The Hudson's Bay Company

Fort St. James, B.C. 19 June 1911

H.P. Horan Esqre.
Fishery Inspector

Dear Sir,

After being at your meeting with the Indian Chiefs in my office today, it is with pleasure that I can say you dealt with them in regard to their fishery rights most fairly. And it pleased me much to note how reasonably you discussed with them their arguments against stopping them from barring and putting traps in the rivers. The Indians on their side did well in standing out for one net to each family, and I trust our Government will be pleased to grant this. With only a certain number of nets to the tribe there would be continual trouble, while the fishing season lasted amongst themselves, and they would be bringing their grievances to Mr. Indian Agent McAllan, and in his absence to me to settle, and such matters would be very difficult to adjust.

I cannot say how these nets will work as compared with their barriers and traps, but if they cannot provide as many dried fish for their Winter's consumption as formerly I fear the Government will have more destitute Indians to provide for during the severe weather.

I am glad to have made your acquaintance, and if this letter can be of any use to you whatever you are at perfect liberty to use it.

Yours faithfully

A.C. Murray
Manager

(15)

Apparently Fishery Guardian Horan was concerned that the Department of Indian Affairs might not agree to provide one net per family as insisted upon by the Indians before they would sign the Agreements.

In addition to soliciting the letter of support from

the Hudson Bay Company post manager, Horan asked for a similar letter from Indian Agent McAllan. McAllan provided him with such a letter, noting that in view of the "limited resources of the Indians I am of the opinion that the compensation proposed is fair. In the matter of nets it is absolutely necessary to allow one to each family. . .". (16)

The Indian Agent had been away from the area at the time that the Fort Fraser and Fort St. James Agreements were negotiated. The Agreements were signed 15 June and 19 June. McAllan returned to Fraser Lake 22 June at which time he met with the Fishery Guardian and received copies of the Agreements.

On June 23, 1911 McAllan transmitted the Agreements to the Assistant Deputy Minister of Indian Affairs in Ottawa with a cover letter urging that they receive favorable consideration. However, McAllan noted that he had reservations with respect to the clause in the Fort Fraser Agreement which prohibits net fishing in any of the lakes.

"The agreement has my entire endorsation, except the concluding part of the first paragraph in the Fraser Lake agreement which says -- "and also to refrain from fishing using nets in all the fresh water lakes" etc. -- but on this point I have the assurance of Mr. Horan that this condition will not be insisted on, and I concluded it was best to leave it that way, than to re-open the whole negotiation." (17)

Later the same day McAllan had second thoughts about the matter and sent another letter to Ottawa urging that the

clause in the Fort Fraser Agreement which prohibited net fishing in lakes should be deleted.

The full text of the second letter is reproduced here.

Stuart Lake Agency
Fraser Lake June 23 /11

Sir --

Referring to a letter from me on above date, which went out in this morning's mail and particularly to the fourth paragraph which begins -- "the agreement has my entire endorsation except" -- I would point out to the Department that it is very desirable to secure the elimination of this clause, rather than trust to its non-enforcement. You will observe it is not present in the Stuart Lake agreement and its enforcement would mean very serious loss to the Indians in food supplies. I have reason to believe that no serious objection will be raised by the Fisheries Dept. to its elimination from Fraser Lake agreement. Trusting this can be arranged

I have etc
respectfully yours

W.J. McAllan
Ind Agt

(18)

There appears to be nothing in the subsequent correspondence between the Department of Indian Affairs and the Department of Marine and Fisheries to indicate that the elimination of the clause was ever discussed.

On July 5, 1911, F.H. Cunningham, Chief Inspector of Fisheries at New Westminster transmitted copies of the Agreements to the Department of Marine and Fisheries in Ottawa urging that they receive Departmental approval. He sent a six page report discussing each of the provisions in some detail.

With respect to the number of nets required to supply each family and their cost, Cunningham wrote:

"It is, of course, impossible for me to say on what grounds the Department of Indian Affairs decided on the number of ten nets as being sufficient to provide fish food for these Indians and to be used as a means of capturing such fish instead of barricades. It would be an impossibility to apportion ten nets, as such apportionment would cause endless trouble and dispute which would go a long way towards rendering this proposed agreement inoperative. From the information obtained by Officer Horan, it would appear absolutely necessary that each family, composing the Stoney Creek band, Fraser Lake and Stella bands, should be supplied with one net 100 feet long, 9 feet deep, 5 3/4 inch mesh, leaded and corked ready for use, with sufficient twine to keep them in repair. This will mean about 83 nets.

. . . .

The bands of Indians known as "Pinche" and "Tacha" have been in the habit of erecting barricades in the Tache River and Pinche Creek, and owing to the swift current in these streams, it is impossible to operate nets, so it was agreed with Officer Horan, subject to the Department's approval, to allow these Indians, numbering 39 families, to fish in Stuart's Lake where they would do infinitely less harm than their barricades will do in the streams mentioned.

. . . . The nets should be 200 feet long, 9 feet deep, 5 3/4 inch mesh, leaded and corked ready for use. . . .

The Nakazle and Mission bands, numbering about 43 families, have in the past erected barricades in Stuart River, and they will require 43 nets, 200 feet long, 9 feet deep, 5 3/4 inch mesh, leaded and corked, ready for use, with sufficient twine for repairing, to be operated at the outlet of Stuart Lake. As the river is not less than three-quarters of a mile wide at this point, it will be readily appreciated that nets of this size will be as nothing when compared with the barricades stretching right across the river.

. . . .

It will be remembered the Indians have agreed to remove their nets from the water from Saturday at 6 P.M., to Sunday at 12, midnight, of each week, and also there will be many days when they will not be able to operate their nets, which will allow of a much greater number of salmon reaching their spawning beds, than under the old system of barricades. The average cost of a net 100 feet long is about $13.00, and for

200 feet, about $26.00."

Cunningham discussed the provision regarding fishing stations and explained why they were needed.

"In connection with this Clause, I may explain that the use of the term "fishing station" means a small piece of ground reserved for the use of the Indians on the bank of a certain river or lake as the case may be, to which the Indians can go and camp unmolested when on their hunting and fishing expeditions. Under existing conditions, this part of the country is being rapidly staked, and once the Indian gets off the reservation, there is no place where he can camp without running the danger of being told to move on. This is a question that could be left with safety to Indian Agent McAllen, and it is not expected there would be any trouble with the Provincial Government in this connection." (19)

As it happened, some of the traditional Indian fishing stations had already been included within claims registered at the Land Office in Victoria. A number of fishing stations were eventually secured to the Indians in conformance with the provisions of the Agreements.

Indian Agent McAllan had suggested that the Agreements should not be put into effect until 1913 when the next large run of Fraser River sockeye was due. His reasoning was that if the Indians began using nets during the off-years and were unable to harvest sufficient salmon for their needs, they would lose confidence in the possibilities of the nets.

Correspondence was exchanged in June and July 1911 regarding this proposal, but the Department of Marine and Fisheries insisted that the Agreements should go into effect

On August 28, 1911 the Deputy Minister of Marine and Fisheries reminded the Assistant Deputy Minister of Indian Affairs that the Fisheries Department held the view that the Agreements should be put into effect in 1912. He requested that the Department of Indian Affairs inform him as to whether that Department approved the Agreements. (20)

Finally, on April 16, 1912 J.D. McLean, Assistant Deputy Minister of Indian Affairs, wrote to the Deputy Minister of Marine and Fisheries as follows:

"With reference to your letter of the 28th August, and previous correspondence, I beg to say that the Department is now in a position to agree to the proposed arrangement with regard to the discontinuance by the Indians of the Stuart Lake Agency of barricading the upper waters of the Fraser and Stuart Lakes. The question of the expenditure necessary under the terms of the arrangement will be taken up with the Indian Agent, Mr. McAllan. An amount to cover the expenditure called for has been provided in the Estimates of this Department for the current year." (21)

Under date of May 20, 1912 Indian Agent McAllan sent the Assistant Deputy Minister of Indian Affairs a list of families affected by the Agreements and advised the destinations to which the nets should be sent.

Band	No. families	Destination nets
Stuart Lake	35	H.B.Co. Ft.St.James
Pinche	8	" "
Tatcie	10	" "
Yautece	7	" "
Bear Lake (Skeena Waters)	14	" "
Fraser Lake	14	H.B.Co. Fraser Lake
Stella	23	" "
Stony Creek & Laketown	42	Chief Antoine Lampitt's Landing Nechaco River

(22)

McAllan's count of families does not agree with the figures contained in Cunningham's report of July 5, 1911 (see page 25 of this report). Cunningham reported a total of 165 families. McAllan reported 153 families, but this included 14 families from Bear Lake who were not included in Cunningham's count.

McAllan reported 79 families under the Fort Fraser Agreement, as against 83 families reported by Cunningham. The larger discrepancy relates to the number of families included in the Fort St. James Agreement. Excluding the Bear Lake people, McAllan reported only 139 families to Cunningham's 165. The major discrepancy relates to the Pinche and Tache Bands. McAllan reported only eight families at Pinche and ten at Tache, whereas Cunningham reported 39 families for the two bands combined.

The Department of Indian Affairs used McAllan's figure of 153 families in advising the Department of Marine and Fisheries of the number of nets to be ordered. However, despite the fact that the terms of the Fort St. James Agreement specified that the nets were to be 200 feet long, instructions were issued to order 153 nets 100 feet long.

These instructions were issued by J.D. McLean, Assistant Deputy Minister and Secretary of Indian Affairs to H. Cunningham, Chief Inspector of Fisheries, New Westminster, under date of 13 June 1912. The full text of the communi-

cation is as follows:

"On the 7th June the Department telegraphed you as follows:- "Kindly purchase nets for Fraser and Stuart Lake Indians and arrange for delivery. Number required not known here. Communicate direct with Indian Agent McAllan. Send accounts to this Department".

Since the telegram was sent, the Department has received a communication dated the 20th May from Agent McAllan, in which he gives a list of the Indian families affected by the barricade settlement. I enclose herewith copy of the letter in question, as you will require the information therein contained when purchasing the nets and arranging for delivery. You will observe that the number of families is 153. Kindly make purchase etc. without any delay. One net, 100 ft. long and 9 ft. deep is to be provided for each family together with twine in sufficient quantities to put it in repair. You will observe that Mr. McAllan states that all nets should be shipped via Ashcroft and Quesnel. You should forward to this Department accounts in detail and in duplicate duly certified for the purchases made under the authority above granted. Kindly attach to the accounts the receipted shipping bills." (23)

Evidently 153 nets were ordered, but the quality of the nets must have been something less than that stipulated by the Indians and contemplated by Inspector Cunningham when he prepared estimates for the Department of Marine and Fisheries the previous year.

The Indians had stipulated "nets of first quality" and 250 feet long (see page 10 of this report). Inspector Cunningham had reported that nets 100 feet long would cost $13.00 and that nets 200 feet long would cost $26.00 (see pages 25 and 26 of this report).

According to the Auditor General's Report for 1912-1913, the following expenditures were incurred for the Stuart Lake Agency by an order placed with J.Leckie, Com-

pany, Vancouver:

Salmon nets, 60 at $15, 93 at $8; salmon twine 28 lb. at 90c.; floats, 5 M, $150; sacks, 44, $11. $2,123.55

A report entitled "Summary of Indian Fishing for Stuart Lake and Nechako Regions" which appears to have been compiled from records held by the Department of Fisheries contains further details regarding purchases made by that Department for the Indians of the Stuart Lake Agency.

The following is an abbreviated version of a tabular statement contained in the report.

Table 1

DETAILS OF THE NETS ORDERED FOR STUART LAKE AND NECHAKO INDIANS IN 1912

Band	Number Families	No. Nets	Length	Destination of Nets
Stuart Lake	35	60	200'	H.B. Co. Ft. St. James
Pinchi	8			
Tatcee	10			
Yawtcee	7			
Fraser Lake	14	37	100'	H.B. Co. Fraser Lake
Stoney Creek	42	42	100'	Chief Antoine, Lampett's Ldg. Nechako River

From the above table it appears that the Department of Fisheries purchased nets 200' long for the Stuart Lake Indians in conformity with the provisions of the Fort St. James Agreement.

Putting together the information in the Auditor General's report with the data in Table 1, it appears that the 60 nets at $15 were the 200' long nets supplied to the Bands that were included in the Fort St. James Agreement.

The 93 nets at $8 are evidently the 100' long nets supplied to the parties to the Fort Fraser Agreement and to the Bear Lake Indians. The apparent discrepancy in Table 1 which shows 37 nets supplied to 14 Fraser Lake families results from the omission in Table 1 of the Stella Band with its 23 families. This was undoubtedly a typist's oversight. (Compare McAllan's list of families at page 27 of this report.)

The apparent discrepancy between the 79 nets 100' wide in Table 1 and the 93 nets listed in the Auditor General's report is no doubt explained by the 14 nets ordered for the Bear Lake families.

The report from which Table 1 is taken contains this additional information regarding the shipment of nets in 1912.

"A sufficient quantity of lead, corks, mending line and ropes were placed in each bundle, and were shipped from Vancouver via Ashcroft on July 3, 1912 and arrived in the Nechako and Stuart Lake districts about August 21st to be distributed to the Indians as soon as possible. Because of the late arrival of the nets a great part of the run to this district reached the spawning grounds: the Indians only taking the later run fish."

It seems clear from the above that despite the late arrival of the nets, the Indians upheld their part of the

Agreements by not erecting fish weirs.

In 1914 in accord with the promise to renew nets every two years, the government again supplied nets to the concerned Indian Bands.

According to the "Summary of Indian Fishing for Stuart Lake and Nechako Regions,"

"These were ordered from J. Leckie as before and included not only the nets, but also a sufficient amount of cotton line and seine twine. The nets were shipped via the Grand Trunk Line which was in its first year of operation. The Indians were fully satisfied with the nets furnished last time but they did desire the nets to be 150 feet long by 6 feet deep instead of 100 feet long by 9 feet deep as were supplied in 1912. The details of the shipment are given in Table 2.

TABLE 2

DETAILS OF THE NETS ORDERED FOR STUART LAKE AND NECHAKO INDIANS

Band	Number Nets	Length	Cost	Destination of nets
Stuart Lake	35	100'	$307.50	H.B.Co.
Yacutcee	7	100'	61.80	Ft. St. James
Tatcee	10	100'	87.00	
Pinci	8	100'	70.20	
Fraser Lake	14	100'	123.60	Indian Agt,
Stella	23	100'	201.00	Fort Fraser
Total	97		$652.10	

Shipped on June 5, 1914.

(24)

The above is an abbreviated version of the table as it appears in the original report.

There would seem to be an inherent contradiction in the statement that the Indians were "fully satisfied" with the nets furnished in 1912, but wanted nets of different dimensions. However that may be, they were again supplied with nets 100' wide by 9' deep.

More important, the Indians included in the Fort St. James Agreement which stipulated nets 200' wide and who in 1912 had received nets 200' wide, were now sent nets 100' wide. This is clearly not a clerical error or a typist's error in the table. Comparison of the figures in the cost column with the number of nets per Band shows a fairly consistent unit price per net of between $8.70 and $8.82.

There is no explanation in the available record to show why the reduction in net width was made contrary to the provisions of the Fort St. James Agreement. There is also nothing to indicate why the alteration in net dimensions requested by the Indian parties to the Fort Fraser Agreement was not implemented.

Finally, the report, "Summary of Indian Fishing for Stuart Lake and Nechako Regions" contains statements to the effect that the "conditions of the treaty must have been agreeable to the Indians for there was no complaint for the remainder of 1912 or during 1913" and in 1918 "there has not been the slightest trouble between the Government and the Indians in regard to their fishery."

These are clearly self-serving statements made by those with an interest in making it appear that the substitution of net fishing in place of weir fishing was acceptable to the Indians and that net fishing provided an adequate harvest for Indian needs.

Nothing could be farther from the truth. The Indians agreed to discontinue the use of weirs with the greatest reluctance and misgivings. As recorded by Mr. Murray, the Hudson Bay post manager at Fort St. James, the Stuart Lake people were still trying to convince Fishery Guardian Horan of the need for the weirs at the time that they signed the Agreement. It is clear that both the Indians and Mr. Murray had serious doubts that an adequate food supply could be obtained by means of net fishing.

These doubts were well founded and the Indian statements made in 1915 to the Royal Commission investigating Indian Affairs in British Columbia described the suffering and privation that had resulted from the discontinuance of weir fishing.

All of the chiefs who had signed the Fort Fraser Agreement testified that their Bands were unable to secure sufficient salmon for winter food stores since they had discontinued the use of weirs.

The Commissioners met June 4, 1915 at the Stellaquo Reserve. Chief Isidore, who had signed the Fort Fraser

Agreement on behalf of the Stella Band, wanted the government to allow the Band to put a weir across the Stellaquo. He also asked for government intervention to save the beaver from extermination by white hunters. Excerpts from Chief Isidore's speech are reproduced here along with Commissioner Shaw's reply.

> CHIEF ISIDORE. . . . The principal food of these Indians were salmon, potatoes and beaver. Since four years ago they could get but a small supply of fish. The nets supplied them by the Government were practically useless. The Stellaquo and Endako rivers met at this reserve, and the Indians desired to make a weir across the Stellaquo and asked that the Government help them to do this. Again, with respect to the beaver, the practice of the Indians from time immemorial had been to conserve them or farm the beaver colonies, keeping up the stock at all times. The white people came in, however, and killed the beaver indiscriminately, without regard to the preservation of the stock, and this could not but have the result of exterminating the beaver in a short time. . . In this matter also the Indians asked the help of the Government. . . .
>
> MR. COMMISSIONER SHAW informed the Chief and Indians . . . . With regard to the extermination of the beaver, the Commissioners could not prevent white men trapping the beaver, as it was their right to do so. As to the proposed fish fence across the Endako, the Government, for the preservation of the fish, prevented anyone making or using such a contrivance." (25)

Two days later the Commission met with the Fort Fraser Band. Chief George, who had signed the Fort Fraser Agreement on behalf of his Band, attributed the greatly diminished salmon supply to the canneries at the mouth of the Fraser. Chief Thomas indicated the Indian dissatisfaction with the nets issued by the government.

> CHIEF GEORGE . . . Since the use of the barricade had been prohibited these Indians could not get sufficient sal-

mon for their requirements; they had not enough during the past two years. The year before last he (the Chief) had secured only five salmon, and last year he had had only 25 salmon for the winter supply. The Indians were now using nets supplied them by the Government; all the people were similarly situated as to the shortage of salmon for winter food -- the Cheslattas, Stony Creeks and other tribes were in the same position as to the insufficiency of fish food.

In the olden days there had been many salmon at the Hudson's Bay Co. post; in some years 1500, or 2000 or even more were secured. Now there were practically no fish. The canneries near the mouth of the Fraser were what prevented the fish coming up; before these canneries were established there had been an abundance of salmon for the supply of the Indians of this country.

SECOND CHIEF THOMAS also referred to the stoppage of the fishing by barricade. He held that, the fishing by barricade having been prohibited by the government, to the great loss of the Indians, the Government should extend further aid to the Indians in the form of rations and tools for working their lands. The nets that had been supplied by the Government were of little help to the Indians; they took very few fish. Also if the Indians were to be compelled to use these nets in their fishing operations, they asked that twine be supplied them instead of made nets, and they would make nets for themselves." (26)

On June 10, 1915 the Commission visited the Stony Creek Reserve. Chief Antoine, who had signed the Fort Fraser Agreement on behalf of his Band, said

"There were now no salmon left in the country; the Government had, it was true, supplied the Indians with nets, but these nets took no fish, and the Government should therefore further assist the Indians, providing food for the poorer people. In the winter the Government would also have to help even the stronger Indians with some food for a while.

. . . In olden days the Indians had the all the country to themselves and could hunt and kill the beaver at any time. They, however, took great care of the beaver, so that there was always an abundant supply. Now the beaver had been practically exterminated by the unwise methods of the white hunters and trappers." (27)

The meetings of the Commission with the Bands who were included in the Fort St. James Agreement resulted in similar depositions.

The Commission met with the Pinche Band on June 14th. Chief Dominick, who had signed the Fort St. James Agreement representing the Pinche Band, told the Commissioners

"These Indians were very poor; they desired the Commissioners to know how poor they were in order that some assistance might be rendered them. In the summer the members of the band got enough fish for immediate requirements but not a sufficient winter supply." (28)

Similar statements were made by the chief of the Necausley Band and by spokesmen for other Bands in the area.

The evidence is clear that the Indians experienced a severe reduction in salmon harvest after they discontinued fishing with weirs. Despite the hardship entailed, the Indians observed the terms of the Agreements and did not rebuild their weirs.

The government was not as faithful in observing its obligations to supply nets and related fishing equipment. The government supplied the requisite number of nets in the widths prescribed by the Agreements in 1912, although the nets arrived too late in the season to be of much use to the Indians that year.

The nets supplied in 1914 to the Indians who are parties to the Fort St. James Agreement were not of the prescribed width. The nets were not of the quality stipulated by the Indians.

Apparently nets and related fishing equipment were not supplied after 1914. The reason why the government discontinued supplying nets is not known. As noted earlier, some of the relevant government files have been destroyed.

Despite its failure to live up either to the spirit or the letter of the Agreements, the Government of Canada clearly sought the Agreements and performed some of its obligations under the terms of the Agreements.

The Fort Fraser Agreement of June 15, 1911 and the Fort St. James Agreement of June 19, 1911 are significant not in terms of benefits accruing to the Indian parties, but because the Agreements document legal recognition by the Government of Canada of the aboriginal fishing rights of the Indians of British Columbia.

REFERENCES

Note: Copies of the correspondence cited in this report are deposited in the files of the Union of British Columbia Indian Chiefs,

The originals are located in Department of Fisheries File No. 583 in the Public Archives of Canada, Ottawa and Department of Indian Affairs File No. 208/202-2 at the Department of Indian Affairs, Ottawa.

(1) H.P. Horan to C.B. Sword, August 28, 1910

(2) H.P. Horan to C.B. Sword, December 27, 1910

(3) C.B. Sword to F.H. Cunningham, December 23, 1910 and C.B. Sword to F.H. Cunningham, December 31, 1910

(4) W.J. McAllan to J.D. McLean, January 22, 1911

(5) Father N. Coccola to H.P. Horan, February 11, 1911

(6) F.H. Cunningham to Department of Marine and Fisheries, April 11, 1911

(7) McLean, John — John McLean's Notes of a Twenty-five Year's Service in the Hudson's Bay Territory. Edited by W.S. Wallace. Champlain Society Publication XIX. Toronto. 1932. Facsimile Edition. Greenwood Press. New York. 1968. Quoted material at page 152.

(8) B.C. Commissioner of Fisheries — Annual Report for 1909. Quoted in Rounsefell, G. and G. Kelez, "The Salmon and Salmon Fisheries of Swiftsure Bank, Puget Sound, and the Fraser River. U.S. Department of Commerce. Bureau of Fisheries, Bulletin No. 27. Washington, D.C. 1938. Quoted material at page 775.

(9) W.A. Found — Memorandum to Fisheries file. April 26, 1911

(10) A. Johnston to Deputy Minister of Indian Affairs, May 1, 1911

(11) J.D. McLean to A. Johnston, May 5, 1911

(12) Superintendent of Fisheries to F.H. Cunningham, May 9, 1911

(13) A. Johnston to Deputy Minister of Indian Affairs, May 8, 1911

(14) J.D. McLean to Deputy Minister of Marine and Fisheries, May 15, 1911

(15) A.C. Murray to H.P. Horan, June 19, 1911

(16) W.J. McAllan to H.P. Horan, June 23, 1911

(17) W.J. McAllan to J.D. McLean, June 23, 1911

(18) W.J. McAllan to J.D. McLean, June 23, 1911

(19) F.H. Cunningham to Department of Marine and Fisheries, July 5, 1911

(20) A. Johnston to Secretary, Department of Indian Affairs, August 28, 1911

(21) J.D. McLean to Deputy Minister of Indian Affairs, April 16, 1912

(22) W.J. McAllan to J.D. McLean, May 20, 1912

(23) J.D. McLean to F.H. Cunningham, June 13, 1912

(24) Anonymous. "Summary of Indian Fishing for Stuart Lake and Nechako Regions" Supplied by J. Tuyttens, Fishery Officer, Prince George. Located in DIA file.

(25) Royal Commission on Indian Affairs for the Province of British Columbia 1913-1916
Evidence presented to the Commission. Central Microfilm Bureau. Department of the Provincial Secretary, Victoria. Box No. 461. Quoted material at page 57 and page 60.

(26) ibid. Quoted material at pages 70 and 71.

(27) ibid. Quoted material at pages 75 and 76.

(28) ibid. Quoted material at page 91.

APPENDIX 1

COPY OF HANDWRITTEN AGREEMENT

MADE AT FORT FRASER, B.C.

JUNE 15, 1911

WITH THE

STONY CREEK BAND

FORT FRASER BAND

AND

STELLA BAND

Fort Fraser, B.C 15 June, 1911

We, The undersigned acting in the capacity of Chiefs, and representing our respective bands, in the Stuart Lake agency, do hereby agree, that for and in consideration of the following concessions herein enumerated we will abandon the method known as barricading the rivers of the Northern interior for the taking of salmon, and also to refrain from using nets on the fresh water lakes and also to refrain from taking fish of all kinds that are at present protected by the Fisheries Act of Canada in the creeks when on their way to the spawning-ground and also on the spawning-grounds except by means of angling with hook and line.

We further agree that, from Saturday six P.M. to Sunday at twelve midnight, salmon fishing with nets shall be prohibited.

List of concessions or demands:-

(1) The Government will be required to furnish one net to each family. Length of net 100 feet long, 9 ft deep, and twine in sufficient quantities to keep them in repair. Nets to be renewed about every two years. The number of families to be determined from Enrolment as at 31st Dec 1911.

(2) Garden Seeds of all kinds to be supplied to each family, also farm or field seeds viz. Timothy, Oats, Barley.

(3) Farming Implements of all kinds to be given to those of the Indians who will make use of them.

(4) The Government will erect a suitable Church, each reserve with [illegible] to be [illegible] by the Indians, [illegible]

(5) The establishment of fishing stations at convenient points.
(6) Nothing in the above agreement is to be used to the detriment of the Indians in famine years as in special cases of destitution, but that the Government will, in the future, as in the past, provide the necessaries of life to the over-the destitute.
(7) It is expressly understood that this agreement, or settlement must first be endorsed by the Department of Indian Affairs at Ottawa.

In witness whereof we have this day set our hands and seals in the presence of

Indian	Name	Witness
N. C.	Chief. [illegible] Shoam of Long Ca	[illegible]
N.C.	Chief. [illegible] George of Fort Fraser	[illegible]
N. C.	Chief. [illegible] Isadore of Stella	[illegible]

Rev. E. M. Bruny, O. M. I.
Prince Rupert
B. C.

APPENDIX 2

COPY OF HANDWRITTEN AGREEMENT

MADE AT FORT ST. JAMES, B.C.

JUNE 19, 1911

WITH THE

NAKAZLE BAND

PINCHE BAND

AND

TACHA BAND

Fort St James B.C. June 14th, 1911

We, The undersigned, Chiefs, Joseph Kakogie, Dominic Pinchi, Alexis Jacko, acting in our capacity of chiefs, and representing our respective bands, within the Stuart Lake Agency, do hereby agree that, for, and in consideration of the following concessions or demands, herein enumerated, we will abandon the method known as barricading the rivers of the Northern Interior of British Columbia, and more particularly those known as the Stuart River, Middle River Jacko River and the Pinchi Creek, and also to refrain from fishing all rivers in or flowing into Stuarts Lake, grounds for the protection of the Indians for the Dominion Government by means of Dams, weirs, Rock slides &c.

We further agree, that on Pinchi Creek, and on Jacko River, nets shall be prohibited entirely, and that nets shall be used only in Stuarts Lake, and not closer than one quarter of a mile from the mouth or discharge of the said Streams into Stuarts Lake.

We also agree, That from Saturday 6 P.M. to Sunday at Twelve midnight, Salmon fishing with nets shall be prohibited.

No Shooting in the nets prohibited, such as floats shall constitute a violation of this agreement on the part of the Governments Guardians.

Said nets, in all cases must be produced, for inspection by the officials before a new one will be furnished.

Seeds both garden and field, to be supplied to benefit

applicants.
Farming Implements to be supplied only to those who will make proper use of them
List of concessions or demands:-
(1) The Government will be required to furnish one net to each family, length of net to be two rods more or less than the average length of the meshes in use by Indians, and twice sufficient to knit them in rods. Nets to be renewed about every two years. The number of families affected to be determined from Official Census of 1911 and the annual report of Indian Affairs to constitute basis of population of ensuing years.
Nets to be furnished complete, with floats, etc.
(2) Seeds of all kinds, adapted to climatic conditions, both field and garden, to include Timothy, Oats, Barley, etc., to be furnished each family in sufficient quantities.
(3) Farming Implements of all kinds and necessary for proper cultivation to be supplied to those who can make proper use of them.
(4) The Government shall be required to locate, erect, maintain, and operate, as shall meet with the approval of the Agency, Dwellings, Stores, Churches, Schools, provided always that the necessary grant from Parliament can be secured or obtained.
(5) Fishing Stations to be located at convenient places throughout the agency, for the taking of fish, Dwellings, always subject to the Fisheries Act of Canada, shall be erected at the said stations with regard to the Spawning grounds.
(6) Nothing in this agreement is to be construed to the detriment of the Indians in future years as existing cases of destitution, but the Government of Canada shall, in the future, as in the past provide the necessaries of life to the worthy destitute, this in case of failure of crops and hardships

(7) It is expressly understood that this agreement or settlement must first be endorsed by the Department of Indian Affairs at Ottawa, before becoming operative.

In witness whereof we have this day set our hands and seals in the presence of

Initials	Name	Residence	Witness
N.C.	Chief his mark Joseph	Nakazle	E. M. Sinnott
N.C.	Chief his mark Dominic	Pinche	E. M. Sinnott
N.C.	Chief his mark Alexis	Cacha	E. M. Sinnott