

**Opaskwayak Cree Nation
(Manitoba)
Town Cemetery Claim**

**"Successful Claims"
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**Adapted from a submission by John L. Taylor, Ph.D.
Prepared in 1996 on behalf of the T.A.R.R. Centre of Manitoba**

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Summary of the Claim

In January, 1915, The Pas Band agreed, after prolonged opposition, to surrender 31.84 acre of their Reserve 21A to provide a cemetery for the Town of The Pas. The terms of sale were ninety dollars per acre for the twenty acres of the cemetery site payable one-fifth down and the balance in equal annual instalments at 5% interest. The allowance of 11.84 acres for the access road was to be given free of charge. Under these terms, payment should have been completed four years from the date of the surrender for sale. However, by 1935, twenty years after the agreement had been made, approximately half of the principal amount remained unpaid along with accrued interest for nearly fifteen years. The Town then offered to pay the outstanding principal amount, which they calculated as seven hundred and forty-seven dollars (\$747.), if the Department of Indian Affairs would waive the accrued interest. The Department rejected this proposition. However, a little more than a year later, the Minister of Indian Affairs wrote to the Town. He not only reversed the Department's decision by agreeing to waive the accrued interest, as the Town had previously proposed, but he suggested that all interest payments made to date be credited as capital as well. As a result, the Minister ignored the Town's offer of seven hundred and forty-seven dollars (\$747.) As payment in full and offered to accept instead the reduced sum of three hundred and sixty-four dollars (\$364.). The Town immediately sent a cheque to the Department for that amount.

By Order in Council P.C. 1280 of May 29, 1936 patent for the 31.73 acres* of the cemetery and access road was granted to the Town of The Pas. The Town was informed of this by letter of August 27, 1936 and was also informed in the same letter that the patent had been sent directly to the Registrar of Title of Neepawa.

* The extent of the road allowance had been changed in 1928 when the road was re-surveyed. The original total had been 31.84 acres.

The Pas Band's Town Cemetery Claim

In 1907, a town site for the Town of The Pas was laid out on Indian surrendered land and in the following years the Town grew in response to railway building and lumbering. At first, the Town's dead were buried in the Indian cemetery. By 1912, the Town informed the Department of Indian Affairs that it needed its own cemetery. The Secretary of The Pas Board of Trade (Clark) wrote to the Secretary of the Department of Indian Affairs, J.D. McLean, on March 1, 1912, explaining that there were six hundred white people in The Pas with another four hundred working in the lumber camps and three hundred working on railway construction. He thought this number would increase in the spring to one thousand or more. "The Indians have absolutely refused to allow any more outsiders to be buried in their cemetery, and they are within their rights in so doing." Therefore, he expressed a need for a town cemetery. He had consulted the local Indian Agent, Mr. Fischer, and had selected a location.¹

The first site selected was within the town site which had been surveyed into blocks and lots for sale. However, shortly after this site had been requested, the Secretary-Treasurer of the Town pointed out that under provincial law cemeteries were not permitted within town limits.² Accordingly, a new location was selected outside the town site but within Reserve 21A. The Department was asked (virtually ordered³) by the Secretary-Treasurer of the Town to make the land available. The site was estimated to comprise about forty acres.⁴ When the site was finally determined, the amount applied for was twenty acres.^{5**6}

The site selected was subsequently surveyed, on the instructions of the Department,⁷ by a surveyor acting for the Town, without consulting The Pas Band. The plans were sent to the Department of Indian Affairs in October, 1913. The land described contained 20 acres with an additional 11 and 84/100s of an acres, for the road allowance. The Chief Surveyor told the Deputy Superintendent General of Indian Affairs (DSGIA) that the proposed site was land that had not been surrendered and that a surrender would be necessary before a transfer to the Town could take place. He included a description of the land for the purpose of a surrender.⁸

* The Council has already notified you through me of the choice it has made of land for cemetery purposes. You are not in a position to sell the land once, but what steps have you taken to secure the consent of the Indian Council here? Burials have been made in the land as there was not other land available for that purpose. The Town must have a Cemetery. Kindly make a note of this fact and do not forget it.

** It should be noted that the first location, selected within the town site, was only ten acres in extent.

The DSGIA sent a draft surrender form to W.R. Taylor, the new Indian Agent, with the necessary authorization to "submit the surrender to the Indians, under and in accordance with the provisions of the Indian Act".⁹ Taylor was also asked to advise "what consideration the Indians consider they should receive for the property in question".

The agent was unable to comply immediately because the Indians were away hunting. Councillors Cook and Constant, with whom he discussed the matter, "were anything but pleased", however, because the survey had been taken before anyone in the Band had been approached about a surrender. The Agent also commented that "the price will no doubt be high, as property on this side has jumped some 600% in the last two years."¹⁰

The agent later met informally with the Chief and Council and a minority of the Band. The complaints surveying before they were approached was brought again.

The Chief asked, by whose authority this land was surveyed on our reserve, our Agent having once stopped the town from surveying. Are we not to be first approached when desposition [sic] is to be made of any portion of our lands? Should we not be first consulted before permission is granted to the town to survey any portion of our land, with a view to purchase?

I might say that the whole sentiment of the meeting held yesterday was against surrendering this piece of reserve. The Indians say there is lots of room outside the reserve which can be used for a cemetery without going on the reserve, which is true. The Chief was once asked if they would surrender a piece of the reserve for a cemetery, but he refused to surrender, or even to permit them to bury there, telling them there was much good land outside the reserve which could be used for this purpose.¹¹

When the first formal surrender meeting was held on January 2nd, 1914, the same complaints were made as before the meeting. Chief Constant and the Councillors addressed the Band speaking against surrendering the land for a cemetery. Several of the older Indians also spoke against the surrender. They maintained that there was sufficient land outside their reserve available for cemetery purposes without taking a piece in the centre of their reserve. "Out of a voting membership of 98, eighty were present, and when a show of hands was taken in favor, no hands were raised, while the whole eighty were raised against the surrender"¹²

It is clear from the information in the record that the Town had decided it needed a cemetery, that they chose to place it on reserve land, and that the Town had initiated the surrender proposal and pushed hard for its realization. It is also clear that the Band did not think the Town needed reserve land for a cemetery, that the resident Indian Agent agreed with that opinion and had communicated to the Department before the first surrender meeting, and that the Department had ignored that information.

Up to this time, no mention had been made of any benefit to the Band.

In spite of all this, the Department did call a second surrender meeting. Why did the Department persist in attempting to effect a surrender which was not necessary to the Town, carried no expressed benefits to the Band, and had been unanimously rejected by the Band's voting members? Perhaps that question can be answered in conjunction with two others which arise from an examination of the second surrender meeting.

A year passed before the next recorded surrender meeting and vote. We have no information from the correspondence and other records of these intervening months about anything that may have happened to change the thinking of the Band on the subject of the surrender. What we do know is that the outcome of the second surrender meeting was a complete reversal of the first with a unanimous vote in favor of the surrender. In spite of the outcome of the first meeting, Agent Taylor was able, only a little over a year later (January 11, 1915), to send to the Department the completed surrender forms and, even more surprising, to report that there were 60 voting members out of 103 and that "all were in favor of this deal." ¹³

What had happened in a year to turn a unanimous vote against the surrender into a unanimous vote in favor of it? This complete reversal of position, with no comment or explanation, should at least have aroused the curiosity of the Department, unless, of course, they already knew the answer. In summary then, we raise two questions. Why was there such a total reversal of position on the part of the voting members of the Band from one year to the next? Why did no one in the Department either offer or ask for an explanation of this dramatic turn of events?

In attempting to answer these two questions, we should also consider the question previously asked. Why did the Department persist in attempting to get a surrender? There is one answer which satisfies all three questions. The Department put the surrender to a vote the second time because, in the meanwhile, it had negotiated with the Town terms of sale which it considered beneficial to The Pas Band in spite of the fact that the motive for the surrender was to benefit the Town. These beneficial terms of sale had been required in order to get a surrender at all. The Pas Band members voted unanimously for the surrender the second time because they were voting for terms which they also considered beneficial to themselves. The Department had no need to ask why such a drastic reversal had taken place in the voting pattern because they had negotiated the terms which had brought the change about. This is made clear in the second excerpt from the Departmental correspondence quoted

below which states that the terms of sale "had already been agreed upon between the Department and the Municipality" prior to the second surrender meeting.

A department memorandum twenty years later, describing the "facts and circumstances" of this surrender, contains the following statement. "In conclusion, I should like to add that when this matter was first brought to the attention of The Pas Band, they were very much opposed to giving any such surrender..."¹⁴ The outcome of the second surrender meeting, however, was entirely different. The reason for this appears in the same memorandum.

This matter dates back to the year 1915 when, following an application made by the Municipality of The Pas, the Department succeeded in obtaining after prolonged opposition, a surrender from The Pas Band of 20 acres of land in the Reserve for the purpose of establishing a cemetery. When this matter was submitted to The Pas Indians for consideration, it had already been agreed upon between the Department and the Municipality that the price for this twenty acre parcel would be \$90.00 per acre, and the surrender was given on this understanding, the terms of sale being one-fifth cash and the balance in four equal, annual instalments with interest at 5%.

This explanation is derived from the best sources available, is fully consistent with everything else that we know, and provide a satisfactory answer to all three questions. It gives added force to the Town's use of the term "sanctity of the contract"¹⁵ and the Department's references to the "violation of our understanding with the Indian owners."¹⁶

The terms of sale were formally reported to the Department by the Indian Agent, W.R. Taylor, when he submitted the completed surrender documents a few days after the meeting. "The terms are \$90 per acre for the 20 acres of cemetery, payable 1/5 down, and the balance annual instalments at 5%. The road, the Indians have given free."¹⁷

It is very clear from the correspondence which passed between the officials of the Town and the department of Indian Affairs that the reason for the surrender was to provide a cemetery for the Town rather than to benefit the Indians. The members of The Pas Band knew that and they had opposed the surrender until they were offered what they considered to be adequate compensation. The terms of sale agreed upon between the Town of The Pas and the Department of Indian Affairs had been the deciding factor in obtaining the surrender of the cemetery site from The Pas Band. Because of those terms, the Band had reversed its stand from unanimous opposition to unanimous approval.

- Underlining added.

The surrender was accepted by the Governor General in Council as required by law on the strength of the Minister's assurance that it had been made in order that "the land covered thereby may be sold for the benefit of the band."¹⁸ That benefit had been specifically defined in the terms of sale reported by the Indian Agent after the surrender meeting and repeatedly referred to in departmental correspondence thereafter. These terms of sale had been agreed upon between the Town of The Pas and the Department of Indian Affairs and were accepted by The Pas Band as part of the surrender agreement. These circumstances made it very clear that the Department of Indian Affairs had every legal and moral reason to ensure that the terms on which the Town of The Pas had acquired the cemetery site were fulfilled, including prompt and full collection of payments.

What is the actual record? The Town made its initial payment of three hundred and sixty dollars (one-fifth of the full sale price of eighteen hundred dollars) and, in 1916, made a second payment of the same amount towards principal with an interest payment of seventy-two dollars.¹⁹ If the Town had continued to adhere to the terms of sale, the full purchase price would have been paid down by January, 1919 in three more annual instalments of three hundred and sixty dollars each with appropriate amounts of interest. However, after 1916, the Town made no further payments under the terms of sale agreed to by the Band at the time of surrender.*

What was the Department of Indian Affairs doing about the arrears during this lengthy period?

Between 1917, when the Town first fell into arrears, the 1920 there is no record that anything was done. If we assume that best, the Indian Agent may have attempted to collect payments and the Department may have sent regular reminder letters which have not survived. Certainly, no more was done. At worst, the Department did nothing.

When the record begins again in 1920, the information that we have about the Department's handling of its responsibilities does not encourage us to assume the best. In 1920, the new Indian plan of the cemetery in his office did not agree with the amount of land sold to the Town. He also asked if the Department had made any agreement regarding the timber on the land since the Town was clearing and he understood was selling the wood. The available correspondence does not indicate what reply, if

* The only payment made until the terms of sale were changed in 1936 was a single payment of five hundred dollars in January, 1921 which was credited in the Band's trust fund ledger as \$296.70 towards capital and \$203.32 towards interests. This payment will be referred to again in the detailed account of arrears given below. There is also a reference to a payment of one hundred and forty-four dollars (two years' interest) said to have been made on January 16, 1918, but it cannot be verified from the trust fund ledger.

Agent, J.W. Waddy, wrote to headquarters on the subject of the cemetery site.²⁰ He said that the only it any, was made in the light of this latter information. A map was sent to the Agent later that month showing the twenty acres surrendered instead of the larger area on the only map Waddy had possessed until then.²¹

The Department was also notified in Waddy's letter that "the payments are away behind on this sale and the town does not take any notice of requests for payment, I think a letter from the Department to them would assist in the matter." Waddy was correct. A departmental letter produced the only payment of principal made by the Town between 1916 and 1936.

The Department wrote to the Town Treasurer informing him that the payments had been very unsatisfactory and that the purchase price in full should have been received by February, 1919.²² This letter was written nearly two years after full payment should have been received and four years since the Town had made any payments at all! This is an astounding record of irresponsibility on the part of the Town and an even more astounding record of both irresponsibility and breach of trust on the part of the Department of Indian Affairs. The worst is yet to come, however.

The Town's Treasurer was informed that the amount of principal credited towards this sale was seven hundred and fifty-six dollars (\$756.)* leaving a balance of principal to be paid of one thousand and forty-four dollars (\$1,044.). In addition, there would be due on January 15, 1921, the sum of \$203.30 interest for a total debt of \$1,247.30. "The Department will expect payment, without fail, of the total due, on receipt of this communication", the Treasurer was told.²³

The Department's letter to the Town seemed to have served its purpose. The following month, the Town Clerk of The Pas sent a cheque for five hundred dollars (\$500.) as payment on account of the cemetery grounds. "The Balance of \$747.30 will go forward sometime in February."²⁴ It never arrived. Nor did the Department do anything about it.

At this point, payments and correspondence come to an abrupt halt for a further five years. Then, in

I have to call your attention to the purchase covering the sale of the Cemetery Grounds to the Municipality, made in February, 1915,* for the sum of \$1,800.00. Our records show only the

The trust fund ledger shows only two payments towards principal of three hundred and sixty dollars (\$360.) each, making a total of seven hundred and twenty dollars (\$720.). The interest also seems low. Was it simple or compound?

sum of \$1,052.70 has been paid on account, with interest paid to the 15th of January, 1921. Kindly give this matter your immediate attention.²⁵

August, 1926, a polite reminder was sent to the Town.

This letter too was ignored. For the next eight years, no payments were made, nor is there any record of any follow-up by the Department in spite of some business over the cemetery road in 1928. In that connection, a handwritten paper in the departmental file refers to the surrender of the cemetery site and notes that the balance of principal to complete the purchase was \$747.30 with interest owing from January 15, 1921.²⁶ Still no action was taken.

Correspondence about the Town's debt does not resume until November, 1934 when the Town acknowledged a recent communication from the department on the matter.²⁷ By this time, new personnel were in charge at the Municipal Offices of The Pas and they appeared to know little or nothing about the arrangements made nearly twenty years previously. Town Council's investigation must have satisfied them that the liability was legitimate. They tacitly accepted that conclusion when they attempted to have the amount of the debt reduced. "The Council, on investigation and discussion of this matter, have signified their willingness to pay the principal in full of this liability amounting to \$747," the Town's Secretary-Treasurer told the Department, "if arrangements can be made to waive interest charges accruing for the last fifteen years past."²⁸ If this was an extraordinary proposition, the Council's reason for making it was even more bizarre.

If by "the Council at that time" the Secretary-Treasurer meant the Council which accepted the terms of sale, then they should not have accepted those terms if they believed they were paying more than a fair price for the property. The Indians had no wish to sell. The entire transaction had been initiated and pushed through by the Town. If the terms of sale agreed upon had been necessary to get Indian agreement, then market forces would suggest that the price was right. In any case, once the Town Council of 1915 accepted those terms of sale, the opinion of any subsequent council is irrelevant. By using the words "the sanctity of the contract" in connection with its proposition, the Town was reversing the very meaning of the words. The Town was attempting to re-negotiate terms made twenty years

- This is the date of the Order in Council ratifying the surrender and sale. While they recognize the sanctity of the contract, they would wish to point out that over \$1,053.00 was paid on principal which the council at that time recorded as being more than a fair price for the purchase of the property, and since that date subsequent Councils have felt more or less of the same frame of mind. The actual fact of the sale, as far as we know, was the purchase of twenty acres of ground at \$90.00 per acre, whereas it has been well established that land adjoining and surrounding the cemetery can be purchased for \$10.00 to \$20.00 per acre, and they would ask for your consideration on this point, in view of the fact that they are willing to pay the original price as agreed upon if, as aforesaid, the past due interest can be waived.²⁹

previously and which should have been completely fulfilled within four years of the sale!

In making its response, the Department identified the flaw in the argument. It was pointed out that the price agreed upon was a condition of the surrender. The Band had been told the price at the time that the surrender proposal was submitted to them "and on this understanding" the Band had agreed to release the parcel for sale".³⁰

The Department gave the Town a better reply than it deserved - a polite refusal. A.F. Mackenzie, Departmental Secretary, told the Town's Secretary-Treasurer, J.R. Symington, that

The price involved being to all intents and purposes a condition of the surrender, the Department would not be justified in consenting to any reduction, even though we considered we had authority to do so. Any alteration in the terms and conditions of this particular contract would be a violation of our understanding with the Indian owners in this matter.³¹

After twenty years of dereliction of its trusteeship responsibilities towards The Pas Band in respect of the cemetery surrender, the Department at least stood its ground in the face of the Town's audacious and absurd proposition. Had this departmental position been applied consistently until the Band had received its due, this course might have mitigated the Crown's breach of trust to some degree. Instead, subsequent action, less than a year later, not only reversed this position, but went even further in damaging the interests of The Pas Band. This action occurred at the political level.

There had actually been political involvement from the first but it had been conducted with the Minister and his Department in full accord. About the time that Symington wrote the Department proposing a waiver of the accrued interest, Mr. B.M. Stitt, M.P. for Churchill, wrote to the Minister on the subject. The Department's rejection of the Town's request for a waiver of interest had originally been sent by the Minister himself, who at that time was the Conservative, Thomas Murphy. The Minister replied on February 18, 1935 telling Stitt exactly the same thing that the Department later told Symington.³² In fact, the letter to Stitt from the Minister had been intended as the reply to the Town's proposition. MacKenzie later wrote to Symington only because the Secretary-Treasurer complained that his letter had not been answered.

Several months later, in October, 1935, a general election changed the political structure in Canada and in The Pas. The Conservative government was defeated and was replaced by the Liberals. Thomas

* Emphasis added.

Murphy's successor as Minister of Indian Affairs was Thomas A. Crerar. In the meanwhile the Town again took up the matter of a waiver of interest payments on the cemetery purchase. This time, the Town wrote directly to the Minister.³³

By January, 1936, the Director of the Indian Affairs Branch had produced a memorandum for the Deputy Superintendent General relating all of the pertinent facts of the matter including the reason why the department had refused to waive accrued interest. He also refuted on additional grounds the Town's attempted justification of its request by pointing out that the Municipality had received 31.84 acres while only paying for twenty" and on this basis it will be seen that the price which the Municipality agreed to pay cannot at all be considered excessive.³⁴

The new Minister's reply to the Town ignored this additional point while distorting the original grounds on which his predecessor and his Department had refused the Town's request in the first instance. He pointed out that it was unfortunate that the matter had been allowed to drift until a large amount of interest arrears had accumulated. In view of the purpose for which the twenty acres was acquired, he was anxious that some final adjustment should be made shortly. He agreed that "it was very clearly understood by the Indians at the time the surrender was given, that they would receive a price of \$90.00 per acre for this parcel".³⁵ Having repeated a part of the justification for his predecessor's and the Department's earlier refusal of the Town's proposition, the Minister had prepared the way for its reversal.

He then claimed that "the Department now suggests that it might be possible to waive the payments of the interest which has accumulated".³⁶ As we have seen from the Director's memorandum, this suggestion was the exact opposite of the advice the Minister had received from his senior official. How did the Minister make that leap of logic? He did it by confirming only one of the three items in the terms of sale, the price per acre. Then, by ignoring the fact that there were two other items which held equal status as part of the surrender agreement, he made it appear as though nothing beyond the ninety dollars

* In an unsigned draft of the Minister's letter dated two weeks before the version that was sent, this statement is followed by "and of course, in view of that circumstance, the Department would have no right or authority to amend the contract terms below that figure".³⁶ It is interesting to speculate why the Minister removed those words. Did he realize that the logic of his argument against reduction of the principal amount applied in equal force to his own offer to waive the interest? If the interest was not part of the surrender agreement, why did he have the waiver ratified by order in council?

** As we have seen from the Director's memorandum, this suggestion was the exact opposite of the advice the Minister had received from his senior official.

per acre sale price was part of that contract. Presto! Anything else can be changed! Had the Minister been building a logical argument, his next step would have been to confirm the other two terms of sale. Unfortunately for him, that would have led him in the opposite direction to the course he had decided upon. By omitting the inconvenient facts, he was able to reach his desired conclusion.

The interest charged was as much a part of the surrender agreement as the principal amount, contrary to the Minister's implied suggestion that it was not.* This is quite clear from the fact that all three terms were included without distinction in the agent's report immediately after the surrender was taken. It is also clear from the way the Department had responded the previous year to the Town's request for a waiver of interest. The Town had not asked for a reduction of the principal amount in spite of their solitary argument that it had been too much. They asked the Department only to waive the interest. Yet, this suggestion had been firmly rejected on the grounds that "Any alteration in the terms and conditions of this particular contract would be a violation of our understanding with the Indian owners in this matter."³⁷ This response would have made no sense at all unless the interest payments also constituted part of the surrender agreement.** By ministerial commission and distortion of the facts, the "violation of our understanding with the Indian owners" had been made to appear reasonable.

The minister had now prepared the way to accede to the Town's proposition in the final paragraph of his letter. He had already claimed the "the Department now suggests that it might be possible to waive the payments of the interest which had accumulated." This is what the Town had suggested when they had offered to pay as full payment for the cemetery site the remaining balance of principal which they had calculated at seven hundred and forty-seven dollars (\$747.).

The Minister did not stop there, however. In the final paragraph of his letter, he said, "As this cemetery property is of great importance to the public of the Municipality of The Pas and the surrounding district, I am of the opinion that the Department would be justified in waiving entirely the collection of interest and crediting all payments made against principal."³⁸

* It should not be forgotten that all of the terms of sale stand on the same authority. If the interest payments are not part of the surrender agreement, that neither is the free grant of 11.84 acres for a road allowance and the Town still owes the Band for it.

** Legal counsel will no doubt point out the significance of the fact that in 1916, at least, the Town made a payment that consisted both of principal and interest. See The Pas Band's trust ledger for 1916-17 at the National Archives of Canada.

The Minister not only violated the surrender agreement, but offered the Town even more than they had asked for! The Town had asked for a waiver only of the interest which had accrued over the preceding fifteen years. The Minister, however, offered to waive all interest, and therefore to credit towards principal, interest already paid as well. In this way, he reduced the Town's liability from seven hundred and forty-seven dollars to three hundred and sixty-four dollars (\$364.) And this is the sum he asked for and received from the Town as full payment.

Accordingly, the Town of The Pas paid only the principal amount of the sale price agreed to in 1915 and not one cent of interest for the twenty-one years of outstanding payments which remained until 1936!

In conclusion, the Town wrote to the Department of Indian Affairs as follows:

We note with pleasure that the Department has decided to accept in full payment of this liability the amount of \$364.00 and in this connection we beg to enclose our cheque in that sum together with the sincere thanks of the Council of this Municipality to your Department for their consideration.³⁹

Shortly afterwards, the alteration in the terms of sale was ratified by order in council (although there is no evidence that The Pas Band gave it consent or was even consulted) and in due course a patent for the land comprising the cemetery site and access road was issued.⁴⁰

In this way, the trustee for the Indians of Canada violated an understanding with The Pas Band of Indians which formed part of a legal surrender agreement. This was done in response to a request from the Town of The Pas which presented not valid reasons to support the request as pointed out by departmental official at the time they rejected it. No valid reasons were offered by the Minister to justify his action in reversing his own Department's earlier decisions. There is certainly no justification in the open record that could satisfy the judgement of a reasonable person, if only the interests of The Pas Band and the Government's legal and moral responsibility are taken into account. The explanation for Crerar's apparently irrational behavior must be sought elsewhere.

A glance at the altered political situation throws considerable light upon the mystery. B.M. Stitt, the Conservative Member of Parliament who had advanced the Town's request for a waiver of interest, had been unsuccessful in convincing his party's Minister of Indian Affairs to agree to the proposal. However, Stitt was defeated in the general election of 1935 by a Liberal. The Liberal member had no difficulty convincing his Minister of Indian Affairs to accept the Town's proposal, because the new Member for the Town of The Pas was Thomas A. Crerar himself.

Endnotes

All endnote references but one are to Record Group 10 (RG10) in the Public Archives of Canada, volume 4063, file 406, 698. For this reason, references will be cited only by writer, addressee, and date. The exception had been appropriately cited. This complete file has been photocopied and the copies retained in my office. They have been numbered consecutively as they appear on the microfilm reel. In addition, copies of documents quoted have been attached to this report.

1. Clark to the Departmental Secretary, March 1, 1912.
2. David Clapp to J.D. McLean, December 9, 1912.
3. Ibid.
4. Frank Pedley, Deputy Superintendent of Indian Affairs (DSGIA), to David Clapp, February 8, 1913 and DSGIA to the Lands Branch (internal memorandum) January 24, 1913.
5. McLean to the Lands Branch, August 1, 1913.
6. Clark to the Departmental Secretary, March 1, 1912.
7. McLean to H.H. Elliott, Town Clerk of The Pas, August 5, 1913.
8. S. Bray, memorandum to DSGIA, November 5, 1913.
9. DSGIA to W.R. Taylor, November 10, 1913.
10. Taylor to the Assistant Deputy and Secretary, November 21, 1913.
11. Same to same, December 17, 1913.
12. Same to same, January 9, 1914.
13. Same to same, January 11, 1915.
14. Director, Indian Affairs Branch to the DSGIA, January 23, 1936.
15. J.R. Symington, Secretary-Treasurer to the Department of Indian Affairs, January 25, 1935.
16. A.F. MacKenzie, Secretary, to J.R. Symington, May 30, 1935.
17. Taylor to the Assistant Deputy and Secretary, January 11, 1915.
18. W.J. Roche to the Governor General in Council, February 18, 1915.
19. Public Archives of Canada, The Pas Band's trust fund ledger.
20. J.W. Waddy to the Assistant Deputy and Secretary, December 10, 1920.
21. McLean to Waddy, December 22, 1920.
22. W.A. Orr, in charge of Land and Timber Branch, to the Treasurer, Municipality of The Pas, December 28, 1920.
23. Ibid.

24. Town Clerk to the Indian Department, January 18, 1921.
25. H.G. Caldwell, in charge of Land and Timber Branch, to the Town Clerk, Municipality of The Pas, August 23, 1926.
26. J. Bradley, no date.
27. Symington to the DSGIA, November 9, 1934.
28. Symington to the Department, January 25, 1935.
29. Ibid.
30. MacKenzie to Symington, May 30, 1935.
31. Ibid.
32. Memorandum of January 30, 1935 and reply to B.M. Stitt, M.P., February 18, 1935.
33. See the Director's memorandum to the DSGIA, January 23, 1936.
34. Ibid.
35. TAC (T.A. Crerar) to Symington, March 25, 1936.
36. Unsigned draft dated March 10, 1936.
37. MacKenzie to Symington, May 30, 1935.
38. TAC to Symington, March 25, 1936.
39. Symington to the DSGIA, April 29, 1936.
40. P.J. O'Connor, Acting Director, Lands and Timber Branch, to Symington, August 27, 1936.

