

DEPARTMENT OF INDIAN AFFAIRS

AGREEMENT between

HIS MAJESTY THE KING

and

Rt. REV. D.J. SCOLLARD, D. D.

Bishop of the Diocese of Sault Ste. Marie

regarding the Wikwemikong Industrial School.

This Agreement made this First day of April, one thousand nine hundred and eleven, by and between His Majesty The King, represented by the Superintendent General of Indian Affairs of Canada of the first part, (hereinafter called the "Superintendent General") and Right Reverend D.J. Scollard D.D. Bishop of the Diocese of Sault Ste. Marie, of the second part, (hereinafter called the "Management").

Witnesseth that the said parties have covenanted and agreed, and by these presents do covenant and agree, to and with each other as follows: -

I. The Management for and in consideration of the compensation hereinafter named agree: -

1. To support, maintain and educate, in a manner satisfactory to the Superintendent General, at the Boarding School at Wikiwemikong on Manitoulin Island in the Province of Ontario and Dominion of Canada, Known as Wikwemikong Industrial School, not more than One Hundred and Forty (140) Indian pupils, and not to allow more than an excess of one pupil for every twenty or fraction of twenty of the above number of pupils to remain in the said school at any one time.

2.(a) That no child shall be admitted to the said school who is under seven years of age.

(b) That no child shall be allowed to remain in the said school who is over eighteen years of age unless by special permission of the Superintendent General.

3. That no child shall be admitted to the School by the Management, until, where practicable a physician, to be named by the Superintendent General, has reported that the child is in good health and suitable as an inmate of said school, and the Superintendent General has authorized the acceptance of such child.

4. (a) That no child shall be admitted to the said school without the special authority of the Superintendent General unless he or she is the child of a duly enrolled member of a recognized Band of Indians of the Province of Ontario.

(b) That no Half breed child shall be admitted to the said school unless Indian children cannot be obtained to complete the number authorized by Article I, Sec. 1, and Sec. 4 (a) of this agreement, in which event the Superintendent General may in his discretion permit the admission of any Half-breed child, but the Superintendent General will not pay any grant for any such Half-breed pupil provided under Article II, sec. 1 of this agreement nor any part of the cost of its maintenance or education whatever.

5. That no child who has been in attendance at any other boarding school during the twelve months preceding the date of the application for admission to the said school, though otherwise eligible, shall be admitted to the said school without special authority from the Superintendent General.

6. That the said school shall be conducted under such regulations as may from time to time be approved of by His Excellency the Governor General in Council.

7. To provide for the said school such sufficient number of teachers, officers and employees as may in the opinion of the Superintendent General be necessary for its satisfactory conduct and management.

8. Not to employ except on probation for a period not exceeding six months at said school any teacher or instructor until evidence satisfactory to the Superintendent General has been submitted to him that such teacher or instructor is able to converse with the pupils under his charge in English and is able to speak and write the English language fluently and correctly and possesses such other qualifications as in the opinion of the

Superintendent General may be necessary.

9. To provide at the said School teachers and officers qualified to give the pupils religious instruction at proper time; to instruct the male pupils of the said school in gardening, farming, and care of stock, or such other industries as are suitable to their local requirements; to instruct the female pupils in cooking, laundry work, needlework, general housewifery and dairy work, where such dairy work can be carried on; to teach all the pupils in the ordinary branches of an English education; to teach calisthenics, physical drill and fire drill; to teach the effects of alcoholic drinks and narcotics on the human system, and how to live in a healthy manner; to instruct the older advanced pupils in the duties and privileges of British citizenship, explaining to them the fundamental principles of the government of Canada, and training them in such knowledge and appreciation of Canada as will inspire them with respect and affection for the country and its laws.

10. To supply the pupils of the said school to the satisfaction of the Superintendent General with suitable and sufficient clothing, subsistence, lodging accommodations, and all other articles necessary to their personal comfort and safety; also to supply the said school with mechanical tools, seeds and all other articles and equipment necessary for its proper conduct except as hereinafter otherwise provided.

11. To keep the pupils clean and free from vermin both in their clothes and persons.

12. To keep and maintain the school buildings and premises, to supply proper sanitation appliances, and to keep the buildings free from flies insects and vermin.

13. To maintain the buildings at the said school and the school premises when they are the property of the Management in

good condition and repair, the whole to the satisfaction of the Superintendent General.

14. To observe appropriately the King's Birthday, Victoria Day ,Dominion Day and Thanksgiving Day At the said School.

15. To have school-room exercises on five and industrial exereises on six days each week, legal holidays excepted, and excepting also a vacation not to exceed one month between the first day of July and the first day of October in each year, unless some other course is expressly sanctioned by the Superintendent General . During the vacation the pupils may, in the discretion of the Management be permitted to visit their homes, but the Superintendent General will not pay any part of the cost of transportation either going or returning.

16. To make to the Superintendent General such reports upon the said school as he may from time to time require.

17. To permit the Superintendent General and any person or persons named by him for that purpose to inspect the said school, school buildings and premises, and to afford the Superintendent General and such person or persons every facility for making such inspection thorough and complete.

18. To make any change or alteration in the school building or premises or in the management or control of the said school rendered necessary to comply with the intent and spirit of the agreement, and to remove for cause from the said school any teacher, officer, employee or pupil when required so to do by the Superintendent General.

19. Not to assign this contract or any interest therein without first obtaining the written consent of the Superintendent General.

II. The Superintendent General, in consideration of the faithful performance by the Management of the above covenants and stipulations, agrees: -

1. To pay the Management at the rate of One Hundred Dollars (\$100.00) per annum for each pupil, but the number of pupils so to be paid for shall not exceed One Hundred and Forty (140) in accordance with the restriction hereinbefore set out; the payments shall be made quarterly and each quarterly payment shall be computed on the average attendance of each pupil; provided, however, that the said grant shall be allowed and paid during the vacation; but no payments will be made until returns have been received by the Superintendent General duly certified by the Indian Agent for the Manitowaning Agency that the said school has been maintained and managed according to the true intent and meaning of this contract.

2. To provide the pupils of the said school with medicines, school-books, stationery and school appliances.

3. To maintain the buildings at the said school and the school premises, when they are the property of the Government, in good condition and repair, and provide for proper sanitation and sanitary appliances.

III. The Superintendent General shall have the right to cancel and rescind this contract if in his opinion the Management has failed to comply with any of the covenants and stipulations of this contract by giving six months' notice in writing to the Management and such notice shall be sufficiently served by sending it by registered mail addressed to the Right Rev. D.J. Scollard, D.D., at North Bay, Ontario.

IV. Pursuant to the statute in that behalf, it is hereby expressly agreed that no member of the House of Commons of Canada shall have any share or part in this agreement or any benefit to arise therefrom.

V. Should the amount voted by Parliament and applicable towards payment by the Superintendent General of the grant for each pupil in the said school hereinbefore provided for or towards payment of anything to be supplied, provided or done by the Superintendent General under this contract, be at any time expended during the continuance of this contract, the Superintendent General may give the Management notice to that effect, and thereafter the Management shall not be entitled to any payment under this contract, and the Superintendent General and His Majesty shall not be liable to supply, provide or do anything under this contract for which the expenditure of money may be necessary, until the necessary funds shall have been voted by Parliament in that behalf, and in no event shall the Management have, make or prefer any claim against the Superintendent General or His Majesty for any damages or compensation.

VI. In this contract the word Management shall mean and include the Rt. Rev. D.J. Scollard, D.D. and his successors and assigns.... and the words "Superintendent General" shall mean the Superintendent General or acting Superintendent General of Indian Affairs for the time being; and the words "His Majesty" include His Majesty's heirs and successors.

VII. This contract, unless rescinded by the Superintendent General under the provisions hereinbefore mentioned, shall continue in force for a term of Five (5) years to be computed from the First day of April. A.D. 1911.

In witness whereof the undersigned have hereunto subscribed their names and affixed their seals the day and year hereinbefore written.

Witness:

Margaret H. Brennan
for the party of the First Part.

Frank Pedley
Deputy Superintendent-
General of Indian Affairs

Peter J. Monahan
for the party of the second part.

D.J. Scollard.
Bishop of S.S. Marie.