tor, unreservedly to guarantee to the grantee the quiet possession of his grant. As grantor, I am not to get the value of the land I grant. My price for my land, the law is to limit. But my liability, as having granted it, the law is to leave unlimited. Tied down as to quantity, and conditions, and price,—not alienating my land, —in fact having it taken from me,—I am to be just as unreservedly liable to the man who takes it from me, if he is troubled in his possession, as though I had sold or granted it to him for a fair value, of my own free will. And, as if to keep up throughout, the style of satire in which the whole is drawn, my rent, (of blank amount,) I am told, is to be "considered for all legal puposes "as a constituted rent (*rente constituée*) redeem- "able at any time, representing the value of the "the immoveable charged therewith." It is to be *considered* to represent such value. Why is it not to do so? Why am I not to have that value? My predecessors had it, under the French Crown. My right is, to have it now.

Once more I say; clauses like these could not have entered into the mind of man, unless by reason of the doctrine, in all its length and breadth and fulness that the Seigniors are wrong-doing trustees, to whom no mercy is to be shown. That doctrine disproved,—and disproved it is,—these clauses, one and all, admit of no word of defence or apology.

But there is more to come. The Seventh and Eighth Sections read:—

"VII. All sales, concessions, agreements or sti- "pulations hereafter made, contrary to the prece- "ding provisions, shall be null and of none effect.

"VIII. Every Seignior who shall receive, di- "rectly or indirectly, any sum of money or any "other valuable thing as and for the price or con- "sideration of the concession of a quantity of wild "and unimproved land, over and above the an- "nual rents and dues, or over and above the ca- "pital they represent, shall repay such surplus "to the party who shall have so paid or given the "same, or to his representatives; and any per- "son who shall so pay or give any sum of money "or any other valuable thing, shall have an ac- "tion for the recovery thereof with costs in any "Court of competent jurisdiction."

Again, no restoration of anything that was law before the cession. The one nullity in those days ever thought of, as I have shewn, was that threatened by the *arret* of 1732,—the nullity of every sale of wild lands, by *censitaire* or Seignior. The sale of land not absolutely wild,—the grant of land, in any state, at high rates or under onerous charges,—were never threatened with nullity. There was one remedy and but one, for the one complaint that the *censitaire* might make; and that remedy was by appeal to the Governor and Intendant, and the obtaining from them of the concession, which the arbitrary will of the King had committed to them (on such complaint made, and not otherwise) the right of granting. But by this threatened legislation, I am told the size of the grants I am to make; they are neither to be too large nor too small; all freedom as to conditions and price of grant, is taken from me; and if any man for any cause agree to let me have the advantage of other and to my mind better terms of any sort, such agreement—no matter how freely made—is to be "null and of none effect." I cannot bind him to his word. He cannot bind himself. Nay, in the case, even, of his having given me any kind of consideration whatsoever, to induce me to prefer him to another, for any lot that may chance to have been particularly in demand, I must give it back to him, or his representatives, whenever he or they shall see fit to ask some to do. There is such a thing as immoral legislation; and, as one instance of it, I must say that the law that wantonly enables men of full age and sound mind to unsay their word, to get back what they may have feely given, or keep what they may have agreed to give, for that which at the time was an honest consideration, is not moral. The less we have of such law, the better.

I proceed to the ninth section:—

"IX. Every Seignior who possesses within his "*censive* any wild lands, shall be entitled to dis- "member from such wild lands and to preserve for "his own private use, without being obliged to con- "cede any part thereof, a domain which shall not "consist of more than superficial ar- "pents; Provided always, that Seigniors who have "already domains within their *censives*, intended for "their private use, of the said quantity of "arpents or more, shall not have the right of re- "serving for such use any part of the wild and un- "conceded lands in the same *censive;* and that Seig- "niors whose domains already reserved for their "private use, are under the said quantity of "arpents, shall have the right to reserve only so "much of the wild lands in the said *censive* as will "complete the said quantity of arpents."

Innovation, still.—The old law of the Feudal Tenure, as we have seen, required the grantee of land *en fief* to keep such land himself. Every permission to sub-grant was a relaxation of the rule. And that relaxation was carried in Canada to its utmost length, by the *arrêt* of Marly; under which the granting of land was not merely permitted, but in general terms, and without specification of any particular extent of reservable domain, directed. But there could have been, at the time of the framing of this *arrêt*, no idea of preventing a Seignior from reserving any extent of domain, no matter what, that he could make use of. When the King granted a seigniory of six leagues square, to noblemen of high rank,—as for instance, he did Beauharnois—was it to be supposed that the Marquis de Beauharnois, the Governor of the country, and his brother, men of their position and pretensions, were meant to be limited to a blank number of arpents for their domain? Never. —And the grantees of seigniories were, in the great majority of instances, men of mark and consequence; many were of noble family; many were to be rewarded for valuable service rendered; many rendered special service as a consideration for their grants; some had their seigniories (the *Comtés* of St. Laurent and D'Orsainville, and the *Baronneries* of Portneuf and Longueuil, for example,) so specially ennobled as to give rank to their owners in the peerage of France itself; as a body, all were meant to be the nobles of New France. Was it ever meant to say to them, that they must not hold and use for themselves, more than some fixed *maximum* fraction of the vast grants of land, which by its letters patent the Crown gave them in full property for ever? The *arrêt* of Marly could have meant to threaten no more