

gation, had thereby acquired no claim to the favourable consideration of the Government.

3d.—Because it would be prudent to avoid the necessity in all future interventions of the Crown in the matter in litigation, by disposing of the property *without* “*garantie.*”

That Your Memorialists would beg to remark upon these reasons in their order :—

1st.—The Crown at the time in 1839, when promise was made to Jean Baptiste Laporte of a lease of the property in question, was under the apprehension, *that the whole property as well above as below high water mark was in the Government*, and although Your Memorialists conceive that it was unfair to wrest the property from your Memorialists, who had been in quiet possession thereof for a century and a half, to give the same to Jean Baptiste Laporte, their refractory tenant, who stood pledged by a solemn engagement to give them possession at the end of the lease, yet they could not contend against might, but when by the Judgment in Appeal, an appeal, which the Crown consented might be gone into, the property in rear was declared not to be the Crown's but theirs, they had entertained a reasonable and well founded hope, that as, in all like cases, which have ever taken place in the late Province of Lower Canada, no impediment whatever would, or could, be thrown in the way of their acquiring the beach in front of their property from the Crown, that property having been put in *Commercio* in the sale made by them to the Messrs. John and John Malcolm Fraser.

2d.—The promise given to Jean Baptiste Laporte of a lease, as that promise implies, was made under the supposition *that he had made large outlays or improvements upon the property.* It will be found on enquiry, that the allegations of Laporte in this respect are utterly untrue, and that such outlay was