

cession should prejudice the liberty of navigation which shall be common to all the inhabitants of New France." This clause was to be found in the grant of Montreal in 1640 (p. 365 *pieces et documents*); and similar provisions were to be found in other grants, shewing clearly how perfect was the property intended to be given, when it was thought necessary to reserve such rights as these. In several of these grants this clause goes on to provide that the seigniors should charge no duty on ships passing their lands on the St. Lawrence. Were not men, in whose grants it was thought requisite to reserve even the great rivers of the country, intended to be proprietors of something? These grants were from 1640 to 1659, and were in all no less than nine, which in various ways reserved the navigation of the St. Lawrence. They were the grants of Deschambault; part of Montreal, & St. Sulpice; Rivière du Sud; D'Autré, augmentation; Portneuf; Repentigny, Lachenaie & L'Assomption; Becancour, augmentation of Deschambault; and the remainder of Montreal. Besides these nine, other similar remarkable reservations of which I cannot mention, every detail, occur in others of these thirty-five grants. Among these reservations, some forbid the erection of forts; and a number of the grants imply the intention of the grantee to apply for titles of honour. The Company of New France could not grant this privilege to its cessionaires without application to the crown, and the grants, therefore provided for the grantee applying for that favour.

There is of course no question but that all these grants implied the duty of settlement and clearing of the land—that when the crown granted land, the grantee was to take possession of, and make use of it. If not, the contract was not fulfilled; and either the crown, or the company—in case the Company were the grantor—might take it back, as if it had never been given. This I admit; all I contend for is, that the grantees were not bound to settle the land in any particular manner—that they were lords and masters, not obliged to concede *en arrière fief* nor yet *d cens*. There were physical difficulties in the state of the new country which rendered it impossible to carry out in it the manners of the old; but these were circumstances of geographical position, not restrictions of law. The law imposed no restraint whatever; and as to the grants, very few indeed made any mention whatever of the amount or kind of settlement to be effected by the grantees. In the grant of Deschambault, *Pieces et documents* p. 375, it was provided the grantee "shall send at least four working men to commence the clearing, besides his wife and servant-maid, and this by the first ships that shall sail from Dieppe or La Rochelle, together with the goods and provisions for their support during three years, which shall be gratuitously brought and carried for him to Quebec in New France, on condition that he send the whole on board of the ships of the said company at Dieppe or La Rochelle." There was thus a consideration for this grant—not however an obligation to take out emigrants by the hundred—not to concede to all and sundry who might come and demand the land. You could not in those days have induced a man of substance to come out and settle, with-

out giving him a large quantity of land, and no man would have thanked you for such a grant unless he were to be the master of it.

The grant of Montreal shows a similar kind of expectation that the grantees would bring out settlers; but none imply obligation as to the terms on which land should be given to these settlers. Some of them positively limit the power of granting land in a very whimsical manner. Thus in the grant of Beauport in 1634, the land is given "without the said Sieur Giffard, his successors or assigns, having the right to dispose of the whole or part of the lands hereinabove granted to him without the will and consent of the said company, during the term and space of ten years." So far then from its being the duty of the Seigneur to concede, his grant restrains his power to concede. The grant of D'Autré provides that concessions shall be made only to persons residing in New France, or who shall go out there. That of Montreal & St. Sulpice on the contrary limits them to persons not inhabitants of New France, but who shall bind themselves to emigrate there. This shows how various were all these grants, and how adverse to the ideas that then prevailed, must have been the notion that the grantees were bound to subgrant their lands, *d cens*, or otherwise.

Besides, a number of these grants *en fief*, were of tracts of land too small for sub-granting to have been possibly thought of. Isle des Ruaux was a small island granted for purposes of pasturage to the Jesuit Fathers. Another grant was made to one Boucher of two hundred arpents, *en fief*; and another on the Cap Rouge Road, called Becancour, was but ten arpents by one. It appears also that one Bourdon had a house which he called St. Jean, and which was held *en roture*. This the company erected, with sixty arpents of land adjoining it, into a *fief*; no doubt to gratify the proprietor by making his tenure that of a man of rank.

Under such circumstances, can it be imagined that the owner of the *fief* was necessarily bound to concede? No, he was the proprietor, only with a higher social rank and superior privileges than were possessed by the holder *en roture*. It was impossible that such a condition should be thought of. The grantees must sometimes bring people out from France; but the Company could not require them, after they had done so, to make any other bargain than they and the emigrants thought fit to make. The Seigneur could grant or not, as he thought proper. The beginning, middle and end of his obligation was, to take possession of his land and settle on it; when he had done this, he might do whatever else he pleased. Again, several of these grants were made to religious bodies for the purpose of securing to them a revenue; a notion altogether adverse to the idea that they were to concede at very low rates.

I have now considered the titles of three tenths of the land held *en fief* in Lower Canada. I pass next to the period between 1663, the date of the dissolution of the Company of New France, and the year 1712, when the *Arrets* of Marly were published. The Company was dissolved because it did little for the settlement of the country; the majority of the Seigniories were not settled, and the French King revoked his grant of 1627, and took the Colony again into his own hands. About the same time several *arrets* were issued