

as destitute of clauses of restriction on the grantee as the original grants. A great number specially grant particular rivers, or all the rivers within their limits, as the case may be. Others set forth as the object of the grant, that it is to endow religious bodies, or to reward services to the state. Some carried with them rank in the peerage. Others, again, were granted as an inducement to the establishment of Fisheries. These, of course, granted the rivers; and contained no expression hinting at the idea of the land being sub-granted at all. The thing intended was the creation of fisheries, not of agricultural establishments. One grant was made with a view merely to the establishment of a slate quarry, at *Anse de l'Étang*; the only condition being that the grantee was to give notice to the King, of the mines and minerals, which he might find.

I might heap proof on proof of the absence of any intention to compel the grantee to sub-grant. It is even certain that several grants, as large as Seigniories, were made *à titre de cens*—that is to say without the faculty to regrant, because the holder *à titre de cens* could have no *censitaire* under him. I repeat, during several years grants were repeatedly made, of an extent of from two to four leagues, *à titre de cens*, at the rate of six *deniers de cens*; which grants it was legally impossible for the grantee to dispose of either *en fief* or *à cens*. Numbers of grants, in this way or otherwise, are utterly inconsistent with the idea of an obligation to sub-grant. One, indeed, that of Isle aux Coudres, to the Seminary of Quebec, (to be found on page 322 of the First of the Volumes laid before Parliament, was made upon express condition that the Seigniorie granted should not be settled upon, except by persons belonging to the Seminary. So far from obliging the grantees to sub-grant, with a view to the settlement of the country, it actually prohibited them from so doing. The ecclesiastics were to use their grant, for the education and conversion of the Indians; and none but ecclesiastics were to live in their settlement there, lest the work of education and conversion should be interfered with by lay irregularities of any kind.

I have felt anxious to be able to support these statements, by a much fuller and more precise detail of facts. Had time permitted, I would have drawn up and laid before this Honorable House, a complete *factum*, setting forth my clients' case; in which I would have set forth as succinctly and clearly as I could, the precise tenor of all these varying forms of grant. This, however, I have been unable to do; and can only say that I purpose yet to do what I can towards supplying this omission, by laying before the public in print, with as little delay as possible, such a statement as to these grants. In the meantime, all I can do, is to state results in general terms, and cite occasional instances, as I am now doing.

The only kind of reference in any of these grants, to their probable settlement by tenants or sub-grantees of any kind, is to be found in certain clauses upon which I proceed to remark; and which clauses, as I have said, are by no means to be found in all of them.

I cite them first, in their longest and most stringent form,—from the grant of Ste. Anne de la Pérade, by Talon, made in 1672, and to be found on pages 10 and 275 of the First Volume so often mentioned. They there read thus:

“On condition that they” the grantees “shall continue to keep or cause to be kept hearth and home (*feu et lieu*) on their said Seigniorie; and that they shall stipulate in the contracts they may make with their tenants (*tenanciers*), that these latter shall be held to reside within the year, and keep hearth and home on the concessions that may be or may have been accorded to them, and that in default of this, they shall re-enter of full right (*de plein droit*) into possession of the said lands;—that they shall preserve the oak trees, fit for ship-building, that may be found on the land which shall be reserved for their principal manor house, and also that they shall reserve the said oaks in all the extent of the particular concessions made to their tenants, (*tenanciers*.)

It is evident, however, that these are not clauses to oblige the grantee to have *censitaire* tenants. The very word *tenancier* is an ambiguous one: it may mean *censitaires*, or it may mean something else; it is applicable to *censitaires*, *fermiers*, holders under *bail à rente*—tenants of any kind. But apart from this, I repeat that