

whereas we know that at no period had an Indian the right to give a valid deed to a white man. The deed in question reads as follows:—

“Before the undersigned, notaries public of the Province of Lower Canada, residing at the village of La Prairie de la Madeleine, in the district of Montreal.

“Appeared Ignace Mikanawaha, one of the principal chiefs of the Iroquois nation of Sault St. Louis, authorised hereunto, by a resolution of all the chiefs of the said Nation, in Council assembled yesterday, the twenty-sixth April instant.

“Who did voluntarily admit and declare by these presents, that he hath given and conceded à titre de cens et rentes *seigneuriales*, unredemable, henceforth and forever, and free from all disturbance and impediments whatsoever resulting from acts and promises of the said chiefs, their successors or administrators, to Jacques Patenaude, laborer, of the parish of St. Constant, hereunto present and accepting, lessee, for himself, his heirs and assigns forever, a land and concession situated in the Seigneurie of Sault St. Louis, measuring two arpents in front by about seven arpents in depth, bounded in front by the land of the said lessee, in rear by the limits laid down by M. Archambault; on the one side Alexis Henry to the south, and on the other side Paul Chaperon to the north; without any warranty of precise measurement, but in accordance with return of metes and bounds prepared by M. Archambault, surveyor, which the said lessee declares he well knows, having seen and examined the same, and is content and satisfied therewith, the said lessee to enjoy, use, work and dispose of the said land, himself, his heirs and assigns, on the charges, clauses and conditions following, that is to say: the lessee, his heirs and assigns shall pay each year to the seigniors their successors, administrators and assigns, at their accounting place in the said seigniorie or to their receiver or agent, two *Sols Tournois*, French money, for each arpent in superficies and one bushel and a-half of wheat, all good, dry, clean and merchantable, for each twenty arpents in superficies; and three *Sols Tournois* of cens for the whole of the said concession; the whole cens et rentes, *seigneuriales* payable each year, the first payment shall fall due and be payable on St. Martin's day, 11th Nov. next year; but the lessee binds himself to pay to the seigniors next St. Martin's day for all seigniorial rights, one *écu* or three *livres* for each arpent in the place and stead of the aforesaid cens et rentes of the present year only, and shall continue thenceforward, while and so long as the said lessee, his heirs and assigns shall be holders in whole or in part of the said land; with power, nevertheless, to the said chiefs to alter the term of payment; the said cens et rentes to carry profit of *lods et ventes* seizure and fines, on occasion, together with all other seigniorial and feudal rights, in accordance with the original title deed of the said seigniorie; the said concession to be subject to the common mill thereof, under pain of confiscation, arbitrary fine and payment for the grinding of any grain ground elsewhere; lessees to occupy the said land within a year and day from date hereof, give *décount* to their neighbors as it is required by them, and make party ditches with them (the said seigniors not being in any way bound thereunto as regards their unconceded land) and suffer all roads, bridges, ditches and discharge for watercourses suitable for public convenience, keep the same in good condition, and help with the other tenants to make roads and bridges on the *domaine* of the seigniorie and to maintain the same; work and cultivate the said land, keep it in a good condition, so that the said cens et rentes may easily be collected therefrom year by year.

“The said seigniors, lessors, reserving to themselves the right of redemption in case of the sale or other equivalent alienation of the whole or part of the said land, on repaying to the purchaser of the principal money of his purchase, costs, and true outlay.

“Right of *reconnaissance* and declaration at each change of seignior, by succession or otherwise, at the cost of the holder; nor shall the lessee his heirs or assigns have the right to give, cede or otherwise alienate the whole or part of the said land to any holder in mortmain, nor any community impose cens on cens of the said seigniors the lessors, who shall be entitled to take from the said lands all kinds of timber, stone, lime, sand, and other materials required for building churches, priests houses, mills and other public works, manors or other houses, or enclosures on the *domaines* of the said seigniorie without in any way paying anything to the said lessee, his heirs and assigns, and if the said seigniors wish to build water-mills, windmills, or saw-mills, they reserve the right, for the building thereof, to take, occupy, or cut lands for the passage of water in such places as they think proper, on paying for the clearing,

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as estimated by experts, and reducing the cens et rentes in proportion to the land cut or taken, and the lessee shall not nor shall his heirs and assigns have power to build on the said concession any mill whatsoever, under pain, &c. And should the common mill of the seigniorie be burnt, or the dam thereof carried away by flood, in that case only the lessee, his heirs or assigns, shall be bound to give two days labor, in order to assist the other tenants in restoring the said mill or dam.

“To all which clauses, conditions, servitudes and reservations, the lessee hath submitted himself, for himself, his heirs and assigns, hath promised to comply therewith, and the whole thereof will follow out and execute and well and duly pay the said cens et rentes to the said seigniors at the time and place aforesaid; with hypothecary lien on his estate, movable or immovable, and specially on the land above conceded, and the one obligation shall not derogate from the other.

“And if the lessee, his heirs and assigns, fail to comply with the conditions aforesaid, in such case the said seigniors may re-enter *de plein droit* the said land, and restore it to the domain of the said seigniorie, and dispose thereof in favor of any person as they think proper, and they shall not be bound to adopt any form of process whatsoever in so doing. The lessee shall be bound to have the said land measured by a sworn surveyor, and before planting bounds shall furnish the surveyor's report thereof to the seigniors at his own cost and expense, together with a copy of these presents within eight days.

“And for the execution hereof, the lessee hath elected his domicile on the land herein above conceded, at which place, &c.

“Notwithstanding, &c., for, &c., promising, &c., binding, &c., renouncing, &c.

“Done and passed at the village of La Prairie, at the office of the undersigned notary, in the year 1819, the 26th April, in the afternoon; and the said Ignace Mikanawaha hath signed with the notaries; the said lessee, on enquiry, having declared his inability to write, hath made his mark, these presents having first been read.

(Signed) “IGNACE MIKANAWAHA,

bis

“JACQUES x PATENAUDE,

mark

“Ls. BARBEAU & R. F. DANDURAND, N. P.

“As set forth in the minutes hereof preserved at the office of the undersigned notary.

“One marginal reference good.

“R. F. DANDURAND, N. P.”

This deed is sufficient to create a strong presumption that the reserve has been illegally dispossessed and diminished by similar proceedings. Moreover, the present Government has threatened with legal process some of the *censitaires* who have occupied these lands for many years, and who have not paid any seigniorial rents, for the benefit of the Indians, for over 25 years in many cases. These *censitaires* who have been threatened by the Government are located at La Prairie, St. Constant and St. Isidore, and are now proprietors of these lands. These threats have not been generally put in execution, but I learn that the Government have prosecuted two of the richest and largest proprietors of St. Constant, in order to make their case a test case. I know not how the matter stands now; but in any case the fact of the farmers who occupy these lands being compelled to pay certain *rentes*, would not prove that the Indians had a right to sell these lands, whether they were sold by them, or by others who held them for their exclusive benefit; for the deeds of grant from the French kings declare that these lands were given to the Reverend Jesuit Fathers for the benefit and education of the Indians. It is also declared in the said deeds that the said lands shall revert to the Crown only in the event of the Indians abandoning the reserve. It is perfectly clear that the Indians have not abandoned their reserve, for they still occupy it; but they only occupy it in part, having been dispossessed of the rest. Mr. Speaker, I desire specially to call the attention of the Government