when the King was here creating Seigniors *Haut Justiciers*, and raising some of them to high rank in the peerage; that he gave the grantees what only purported to be property and was really a public trust, and this trust to be executed in behalf of a class for whose welfare the king cared nothing? The idea is natural to us, because we associate the power of the crown with the happiness and welfare of the people governed. We are so sensitive that we almost shrink when speaking of the lower orders, from calling them by that name; but this was not so then. Then the people were emphatically the lower orders, or rather they were hardly an "order" at all. This was the state of things here at the time of making these grants.

Now, under the French system, there were four principal modes of holding real estate. It was sometimes held under certain limitations. All who did not hold by the noblest and freest tenure, may be said (if one wants to use a modern term) to have held in trust; but not for the behoof of those below, but for that of those above them. Some property in France and in Lower Canada was held in *franc aleu noble*—free land held by a noble man—held by a noble tenure, of no one, and owing no faith nor subjection to any superior. There was again another kind of property held in *franc aleu roturier*—a property incapable of the attributes of nobility, but in other respects free. A third description was that held in *fief* or *seigneurie*; and lastly there were lands held *en roture* or *en censive*. But all these kinds of property were alike real estate held by proprietors. The holder in *franc aleu noble* held by the most independent tenure possible, which admitted of their disposing of their land in whatever way they pleased. The holder in *franc aleu roturier* held as freely; with this reservation only, that he could not grant to inferiors retaining feudal superiority. The holder *en fief* was bound to his superior, and could grant to inferiors under him; and the holder *en roture* or *censive* was bound to his superior, but could have no inferior below him.

As to the essential character of the contract involved in the granting of land *en fief*, I refer here to one authority only, that of Hervé, the latest and perhaps most satisfactory writer on the whole subject of the Seigniorial Tenure. In his 1st vol. p. 372, he says, speaking of this contract: "*il doit être définie une concession faite à la charge d'une reconnaissance toujours subsistante, qui doit se manifester de la manière convenue*"; "it "must be defined to be a concession made "subject to the charge of an always subsisting "acknowledgment, *which must be manifested in "the manner agreed upon.*" This then is the essential of the contract—a superior holding nobly grants to an inferior who admits his inferiority and acknowledges it—how? Why, observe—*in the manner agreed upon*. The kind of acknowledgment is the creature of the agreement between the parties. Here, again, is the definition of the holding *à titre de cens* taken from the same author, vol. 5, p. 152. "*Cést le bail d'une "portion de fief ou d'alleu à la charge par le preneur de conserver et de reconnâitre, de la manière convenue, un rapport de sujétion toujours "subsistant entre la portion concédée et celle qui "ne l'est pas, et de jouir roturièrement*;" it is "the grant of a portion of a *fief* or *aleu*, subject to "the charge upon the taker of maintaining and "recognising, *in the manner agreed upon*, a relation of subjection ever subsisting between the "part conceded and that not conceded, and of "holding as a *roturier*." The holder *en roture* was a proprietor, but he must always recognize his chief—he was a commoner, while the holder *en fief* held as a noble. Both tenures were creatures of contract. In some parts of France some customs, in others other customs prevailed, and in the silence of contracts the customs governed the relations between the parties. That custom which regulated everything in Lower Canada is well known to be the *Coutume de Paris*; and under that, as indeed under most customs, the grantor was at liberty to grant on all kinds of conditions, and the appeal was only made to the regulations of the Custom in the absence of contract. Particular customs prohibited certain conventions; but in general men granted whether *en fief* or *en censive*, as they pleased, only observing not to transcend certain conditions of the custom to which they belonged.

I admit, of course, that during a long period of dim antiquity neither land held *en fief* nor that held *en censive* was really and truly property. In those days such grant of land was merely the grant of its use, and the holder could not leave it to his children or in any other way dispose of it. But in process of time it became the rule that holders of land *en fief* could part with it by will, or by any contract known to the law—by sale, lease, grant *à cens* or *à rente*, or in any other way. If the holder did thus part with his land, the Lord of the land might claim his certain amount of dues: if it was a *fief* that was sold, the buyer had to pay a *quint*. But I repeat, subject to these payments the holder could sell his *fief* or any part of it; only in the latter case he could not make such part a new *fief*. The purchaser would merely become a co-proprietor with himself.

Indeed, subsequently, still further relaxation came to be allowed. Within varying limits the holder *en fief* became entitled to alienate without dues accruing to the Lord. According to the custom of Paris this point was regulated in a very precise manner; the holder of a *fief* being at liberty to sell, grant or otherwise alienate two thirds of his *fief*, if he only reserved the *foi* to himself—that is to say, if he held himself still as the master of the whole, and retained some real right, large or small, over the land. He might take the value either in yearly payments or one sum of money, provided he only retained something payable annually in token of his feudal superiority and provided also he did not dispose of more than two thirds of his holding. In Brittany and elsewhere the whole of this system of disposing of *fiefs* was unknown. There the lord could not sell part of his *fief*. He could either grant it nobly or *en roture*; but could take only a small cash payment; and supposing he had ever granted land at a particular amount of rent, he could never afterwards grant it at a less rent, and this for the reason that the interests of his superior in the land was affected by the amount of the permanent rent. Thus he had the right to demand that the holder below him should not make away lightly with his property—that the value of his property should be