

1852, contains a transcript of the original grants of most of the Seigniorics of Lower-Canada, and is referred to by Ch : J. Lafontaine, in his Seigniorial Judgment, as *Titres des Seigneuries* ; — volume 2, also printed in 1852, contains Edicts, Ordinances, Declarations of the King and Judgments of the French Courts, of Canada, on Seigniorial matters, and are cited by the same learned and lamented Judge, as *Documents Seigneuriaux*, vol : 2 ; — volume 3, published in 1853, We find cited no where. We shall cite it as volume 3, *Documents Seigneuriaux*, following the Chief Justice. That opinion touches the question at issue between the Defendants and ourselves in three important particulars ; we quote from the authorized translation, (*Doc : Seign : vol : 2, P. 256 ; it states at the outset :*

“ The undersigned counsel, who have seen the memorial submitted for their opinion touching the *legality* of various clauses contained in the patents or grants of land in Canada, emanating from His Majesty, and now subjected to the dominion of His Britannic Majesty, are of opinion that they are called upon to consider, in the first place, what effect the patents in question would have had under the dominion of His Majesty, the King of France ; in the next place, to examine whether the transmission of the Sovereign power to other hands has changed the principles upon which such decision must be based.”

In reviewing that opinion, we shall shew its application to the present case, while we incidentally point out how the gentlemen who delivered it have erred in their statement of the contents of the ordinance of 1413.

Sec. 225.—The opinion adverts to the fact that the same. The reservations as to timber are variously worded in the different patents, and concludes from thence that the intention of His Majesty must have varied in each case ; that such reservations do not make the King proprietor of the timber. The opinion then states the following conclusive argument, that bears powerfully on some points of the present case :

“ The King treats with his subjects in this respect only as an *enfiefing Seignior*, and not as a *Sovereign*. They must both be judged by the laws regulating contracts, laws which bind the monarch as well as his subjects ; —but if there could be any doubt as to the meaning of the clause, the fundamental principle in this matter is, that the decision must be in favor of the grantee, because it is he who is bound, and all laws require that we should invariably favor the party bound by such obligations.”

On three important points, that opinion bears upon this case. 1^o It shews that in the matter of mines, the King's rights were a feudal burthen, since the “ King treated with his

OWNERSHIP
OF MINES.
DOCUMENTS
SEIGNEURIAUX
DE BEAUMONT.
TARGET.
BOUCHET.