

or forbidding the Censitaires to pay any such *redevances* whatsoever agreed upon between them and the Seigniors, have always, since the conquest, so far as I have been enabled to ascertain, determined that a voluntary convention agreed to between the Seignior and the Censitaire, regulating the price of the *redevance*, cannot be annulled on the grounds that the said *redevance* is higher than those imposed in 1711 and 1732, or than those formerly imposed in the Seignior in which the Censitaire asking for the reduction of his concession, is settled. This doctrine has been applied in several causes in which I was myself employed as an Advocate. In 1840, I brought several actions in the Court of Queen's Bench at Montreal, at the suit of the representatives of the late Gen. N. C. Burton, against censitaires in the Seigniories of Bleury, DeLéry, Lacolle and Noyan for arrears of *cens et rentes* the rate whereof was higher than in the present case. These Censitaires and some other persons, interested in the question, joined together in contesting the legality of those demands, and for that purpose secured the professional services of the first lawyers of the Montreal Bar. Four of these cases (*Hamilton vs. Fortin*; the same *vs. Chouinard*; the same *vs. Lamoureux*; the same *vs. Brouillette*; ) were brought to judgment. The sole question submitted to the Court was this: "Can the reduction of the *cens et rentes* stipulated in a deed of concession be demanded?" This proposition was supported in the affirmative with great ability but without success. The judgment in one of these cases, and the reasons on which it is founded, are detailed at length in the Report of the Commissioners on the Seigniorial Tenure.

The question of appealing these cases was mooted, but that idea was abandoned; and similar judgments were rendered in all the other cases. At that period, the researches which I was obliged to make had convinced me that those judgments were correct, and now, after a new examination of the question, I can find no reason to set aside the doctrine which those decisions has laid down. I concur, therefore, in the judgment, which is in support of the Plaintiff's action.

The judgment is as follows:—

The Court, considering that the *arrêt* of the King of France, dated the 6th of July, 1711, cited by the Defendant in support of his plea, only applies to the case in which the Seignior has refused to concede to the inhabitants the lands which they require of him, and that the *arrêt* of the King of France, dated the 15th of March, 1732, also cited by the Defendant in support of his defence, orders all proprietors of lands in Seigniories, yet uncleared, to put them in a state of cultivation and place settlers thereon, and that, by the said *arrêt*, His Majesty expressly prohibits all Seigniors, or other proprietors, from selling any wood land, on pain of nullity of the deed of sale, and of restitution of the price of lands sold as aforesaid, which lands shall be re-united by force of law to the domain of His Majesty; considering that it is established that the Plaintiff in this cause, Seignior of the north-east half of the Seignior of Bourg Louis, now called New Guernsey, did, in and by a deed made and executed before Mtre. Panet and his colleague, Notaries, at New Guernsey, on the 17th September, in the year 1839, concede, but not sell, to the Defendant, the land therein described, subject to the several charges, clauses and dues therein mentioned, which concession of the said land, and the said land, he hath held since the passing of the said deed until this day; considering that the allegations contained in