

To this action the Defendant pleaded :

1. That the land described in the Plaintiff's declaration and in the deed of concession mentioned, before and at the time of the passing of the said deed, consisted of unconceded forest land, and formed part of the Seignior of Bourg Louis, also called New Guernsey, and of the domain thereof, having never been conceded nor charged with Seigniorial rights and dues.

2. That by the law of the Country and the titles and grants of the said Seignior, the Seignior thereof, and especially the Plaintiff, acting as Seignior of a portion thereof, was bound to concede the lands of the said portion of the Seignior, subject to the payment of *cens et rentes* or Seigniorial dues, according to the legal rate acknowledged in this Province, and according to the rate of *cens et rentes* recognized at and before that time in the said Seignior; the said rate being one *sol* for each arpent in superficies; but that the Seignior or the Plaintiff were forbidden to sell the said lands for a price or sum of money.

3. Now the Defendant alleges that by the deed of concession in the Plaintiff's declaration mentioned, he, the said Plaintiff, did sell the said land and establish a price to be paid for the concession thereof, as follows: that the said concession is made subject to the payment by the said Defendant to whom the land is conceded, to the said Plaintiff, the Seignior conceding the same, of one *sol* or halfpenny currency perpetual and irredeemable Seigniorial *cens et rentes*, and seven *sols* or three *pence* halfpenny currency, annual and constituted rent at the rate of six per cent per annum, redeemable at pleasure, for each arpent in superficies of the said land; the said *cens et rentes* carrying *lods et ventes*, and being payable, as well as the said constituted rents, on the first of November in each year.

4. That consequently, so much of the said deed as stipulates a price of sale, or the payment of seven *sols* annual and constituted rent, redeemable at pleasure, over and above the ordinary *cens et rentes*, is null, illegal and of none effect, inasmuch as by the laws of the country, and especially by the *arrêts* and ordinances of the sixth of July, one thousand seven hundred and eleven, and of the fifteenth of March, one thousand seven hundred and thirty-two, the Seignior is forbidden to sell the unconceded lands in his Seignior, in any form or under any pretext whatsoever, on pain of the said sale being null, and of reimbursing the Censitaire, the sums of money so illegally demanded of him for such sale.

5. Wherefore, in consideration of the premises, the Defendant hath a right to pray and doth pray, that so much of the said deed as stipulates a price for the sale of the said land, namely: seven *sols* annual and constituted rent, redeemable at pleasure, for each arpent in superficies, be declared null and of none effect, illegal and void, and that by the judgment of this Court the Plaintiff's action be dismissed with costs.

6. And the Defendant doth further allege, as another perpetual peremptory exception in law, in answer to the Plaintiff's *demande*, that the rate of *cens* and Seigniorial rents and dues at which the Plaintiff was bound to concede the said land, was the old and ordinary rate at which lands were and have been formerly conceded in the said Seignior of Bourg Louis.

7. That the said rate was no more than one *sol* of Seigniorial *cens et rentes* for