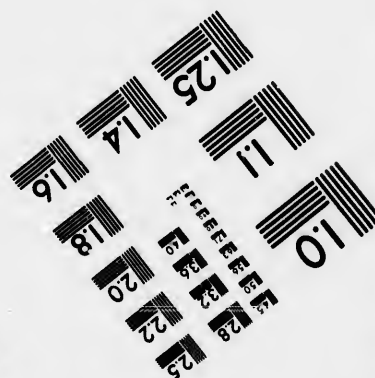
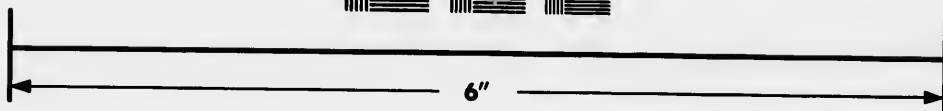
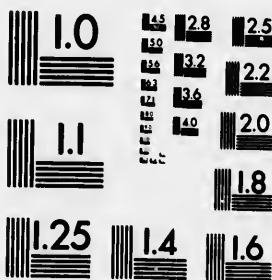


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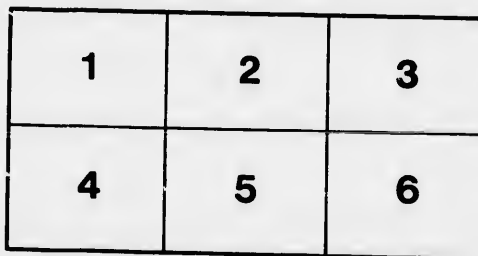
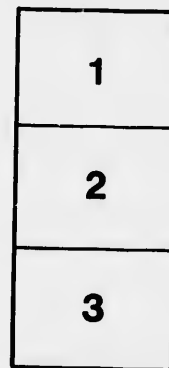
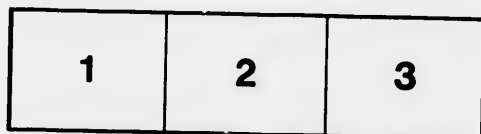
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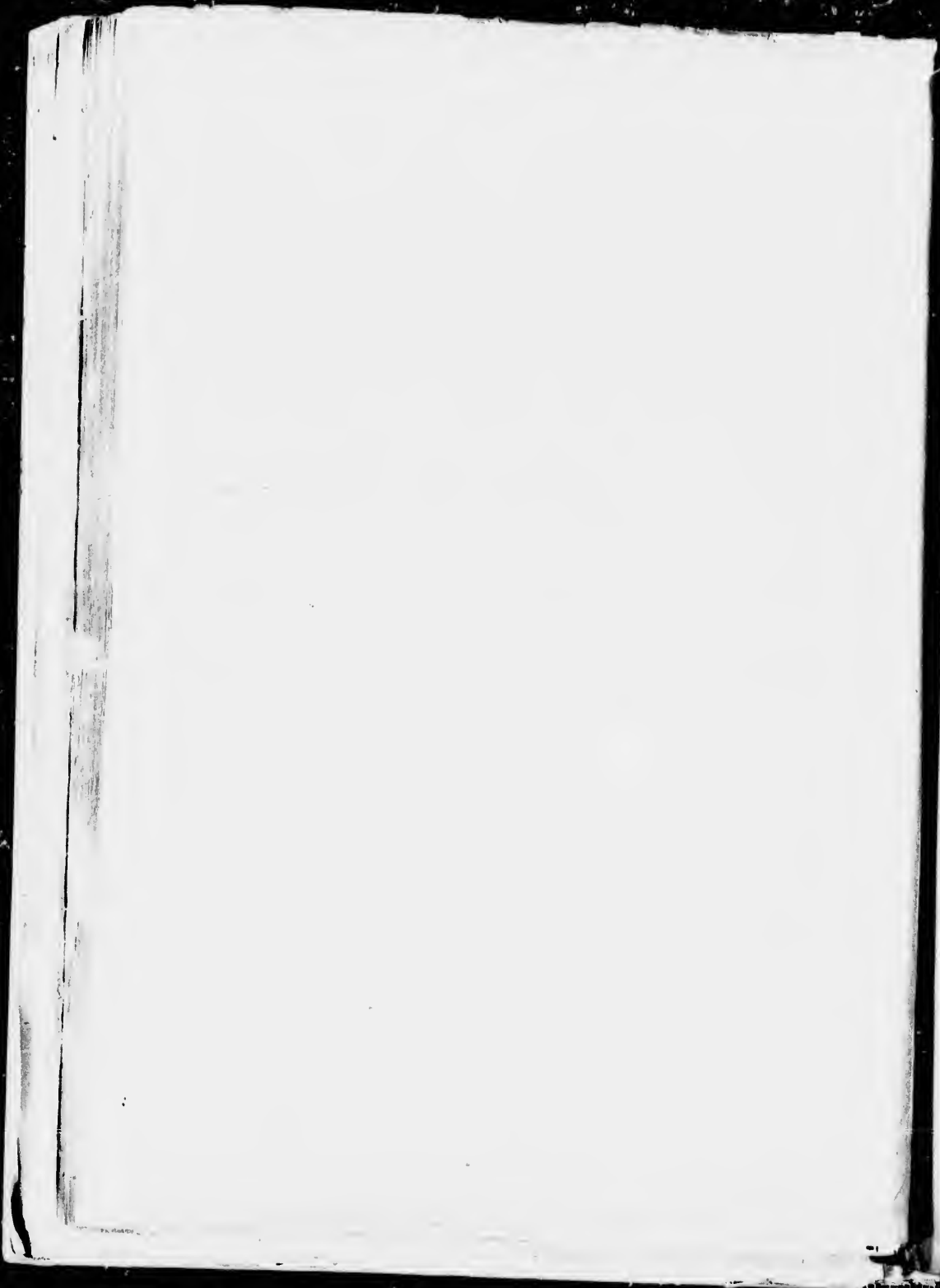
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(No. 58.)

## RETURN

To an address of the Legislative Assembly dated the 26th February, 1883,  
praying His Honor the Lieutenant Governor to be pleased to cause to  
be laid before this House :

Copies of all correspondence exchanged between the Government and  
Alexander Dennistoun and others, with respect to the ownership of "The  
Terrâ Firmâ of Mingan," with copies of titles forwarded to the Govern-  
ment in support of their claims ;

Copies of the Report of the Order in Council, granting to Alexander  
Dennistoun and others, the privilege of working during twenty-five  
years the deposits of magnetic sand, on the said "Terrâ Firma of  
Mingan."

J. BLANCHET,  
Secretary.

Secretary's Office,  
Quebec, 14th March, 1883. }

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DEPARTMENT OF CROWN LANDS,

Ottawa, 13th December 1866.

Colonel Denny one of the heirs }  
of the Hon. John Richardson, }  
&c., &c., &c.

SIR,

The purchase of a certain tract of the waste lands of the Crown situate on the North Shore of the Gulf of Saint Lawrence in the County of Saguenay, having been applied for under the departmental regulations relating to mineral lands, and inasmuch as part of the Public Domain comprising the tract lies conterminous with the eastern limit of the Seigniority of "Terrâ Firmâ of Mingan" belonging, agreeably to the Seigniorial Schedules (Cadastrés) deposited in this Department in conformity to the 25th clause of the 41st ch. of the Con. Stat. for L. C. to the heirs Richardson, I have the honor of intimating to you, as one of the heirs to the estate of the late Hon. John Richardson that it has become indispensably necessary to establish the line of separation between the said Seigniority of Terrâ Firmâ de Mingan at its eastern boundary and the Public Domain, with the co-operation of the Crown and the proprietors of the said Seigniority.

To that effect it will be requisite for them to appoint at an early day on their behalf a sworn land surveyor to co-operate with the one to be named from this Department for the due and permanent establishment of the line of separation abovementioned, at the joint expense of the Crown and the Seigniors, as customary in such surveys *en bornage*.

Your early attention to the subject is requested.

I have, &c., &c.,

(Signed)

A. RUSSELL, A. C.

True copy.

Department of Crown Lands,  
Quebec, March 1883.

E. E. TACHÉ,  
Assist.-Commissioner

## DEPARTMENT OF CROWN LANDS.

Ottawa, 31st January 1867.

Col Denny, Belle-Rive, Sorento- }  
 Dalkey, Near Dublin. }  
 &c., &c., &c. }

SIR,

There being an urgent necessity to establish, in a permanent manner, by stone monuments, in due form of law, not only the easterly limit of the Seigniory of Terrâ Firmâ de Mingan, but the divisional lines of boundary between that Seigniory and the adjoining waste lands of the Crown, in the County of Saguenay, I beg to draw your earliest attention to the subject of the Departmental letter, dated, 31st December last, addressed to you as one of the heirs Richardson to whom the said Seigniory belongs, as appears by the Schedule of the Seignioral Commissioners No. 108, deposited in this Department, agreeably to the 25th clause of the 41st ch. of the Con. Stat. for L. C. to which letter no reply has yet been received.

I take the present occasion to bring under your notice the description of the boundaries and extent of the Seigniory of Terrâ Firmâ de Mingan contained in the said schedule, published in the Canada Gazette on the 26th March 1864 pursuant to the 27th clause of the said Act.

I have, &amp;c.

(Signed),

A. RUSSELL.

A. C.

True Copy,

Department of Crown Lands.

Quebec, March, 1867.

E. E. TACHÉ,

Assist. Comm.

Montreal 15th March, 1867.

SIR,

Your letter of the 31st January last, addressed to Col. Denny, has just been sent to me, by that gentleman, who desires me to state that he never received the communication from the Department therein referred to, and was not aware of the publication in the Canada Gazette of the Schedule

mentioned in it, and the other proprietors of the seignory of *La Terre Ferme de Mingan* of which Col. Denny only represents five eightieth parts have hitherto been equally ignorant of the Schedule in question.

I now beg to state on behalf of the other proprietors and myself that they are also desirous to have the boundary lines between the Seignory and the waste lands of the Crown duly and permanently established.

The western boundary of the Seignory is described as Cape Cormorant which is doubtless correct, and if the exact point of division has not already been fixed, the extreme point of the Cape might be adopted as constituting it. The northern boundary might be established without actual continuous survey, by taking the average coast line for fixed distances and establishing the depth of the Seignory from high water mark at each of the selected points.

The proprietors, however, are at a loss to understand on what grounds a river called in the Schedule the Goynish (which by the way does not appear on any map to which they have had access) has been selected by the Seigniorial Commissioner as the easterly limit of the Seignory. The eastern boundary is plainly indicated in the description of the Seignory to be found of record by the words "*la grande anse vers les Esquimaux où les Espagnols font ordinairement la pêche.*" And the Baie des Esquimaux, where are also the Esquimaux Islands and the Esquimaux River, is designated in various authentic maps as that at which the Spaniards were in the habit of resorting to fish. They have had no difficulty in tracing back for nearly a century, through every map or plan of note made during that period, having reference to the North Coast of the Gulf the confirmation of this claim as to the eastern boundary and a large portion of the Seignory, down to the Oromane or Lower Romaine River, has been occupied and enjoyed by them through their lessees for the last sixty-four years; while their title to the remainder, lying between the River Oromane or Romaine and the Baie des Esquimaux, is established by a Sheriff's title obtained in September, 1304. If the "Goynish" means the "Agwanus," as they presume it does, it does not include much more than one half of the Seignory so held under lease and not more than one third of the extent of territory to which they are entitled.

The proprietors therefore, while readily concurring in the desire of the department to establish the eastern boundary of the seignory and desiring me to express their entire willingness to take immediate steps to fix upon the exact point at which their eastern line is to be drawn, most respectfully but earnestly protest against the pretention contained in the schedule in ques-

tion, as despoiling them of a large portion of their property and the part of which they would thus be unjustly deprived is in reality the most valuable. It is however, they trust, premature to speculate upon the possibility of their rights of property being disregarded by the government.

The proprietors therefore claim the Baie des Esquimaux as the eastern limit of the seigniory and they hope to receive the concurrence of the department in that view, in order that the boundary may be fixed in the coming season of navigation. This expense however might be avoided by adopting longitude  $57^{\circ} 40'$  as the division line which would enable a permanent boundary mark to be put down, whenever a competent person may chance to be there. If there should be any difficulty experienced in acceding to this view, the proprietors are prepared to concur in the appointment of arbitrators to settle the question, or even to the remission back of the schedule to the seigniorial commissioner, that they may be heard before him; though, doubtless, arbitration would be the most equitable mode of deciding the difficulty, and they are the more anxious to have the matter determined, as they are informed that certain persons are endeavoring to obtain the sanction of government to their taking possession of a valuable tract near Natashquan River, which the proprietors are determined to resist to the uttermost extent known to the law, and if the question remains open, a vast amount of trouble and litigation will probably be the consequence.

Your obedient servant,

T. B. ANDERSON,

True copy,

E. E. TACHÉ,

Assist. Commis.

D. C. L., Quebec, March, 1883.

Montreal 29th March 1867.

SIR,

Mr. T. B. Anderson of this city, has communicated to me his letter addressed to you last week on the subject of the Seigniory of Mingan, and I have the honor to state that, as proprietor of ten sixteenths of that Seigniory, I entirely concur in his statements and representations as to the eastern

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boundary, after a thorough investigation of the titles and instruments appertaining thereto.

And I would respectfully urge upon the Department the reference of the question of the eastern boundary, if disputed, to some competent person or persons, being equally resolved with Mr. Anderson to protect my property from encroachment by any one until a proper investigation and adjustment of the difficulty have been arrived at.

I have the honor to be,

Sir,

Your obedient servant,

J. J. C. ABBOTT.

The Hon. the Commissioner of Crown Lands.

True copy,

D. C. L. Quebec, March 1883.

E. E. TACHÉ,

Assist.-Commissioner.

DEPARTMENT OF CROWN LANDS,

Ottawa, 16th April, 1867.

The Hon. J. J. C. ABBOTT,

Montreal, C. E.

SIR,

In reference to your letter of the 29th ultimo, intimating that, as proprietor of ten sixteenths of the seigniory of Mingan, you entirely concurred in the statements and representations contained in the letter of T. B. Anderson, esquire, addressed to this department, on the subject of that seigniory, as to the eastern boundary, after a thorough investigation of the titles and instruments appertaining thereto, I have now the honor, in furtherance of the departmental letter to Lieut.-Col. Denny, dated 31st January last, to inform you that this department is prepared, as a preliminary measure to the actual borning of the boundaries of the seigniory of Terra Firma de Mingan, to investigate into the titles and instruments upon which

the heirs Richardson rest the proprietary of the said seigniory and more especially the extent and limits thereof with the adjacent lands of the Crown. In that view, I would beg to suggest that the proprietors of the seigniory do transmit, at an early or convenient day, those titles and instruments for examination at this office, accompanying the same with such explanations and remarks as will conduce to a clear understanding of those documents, the originals of which must necessarily be of record in the public archives, or, as the case may be, in the courts of justice, in Lower Canada.

I have, &c.

A. RUSSELL,  
A. C.

True copy,

E. E. TACHÉ,

Asst.-Commissioner.

Department of Crown Lands,

Quebec, March, 1883.

Montreal, 30th April 1867.

SIR,

I have the honor to acknowledge the receipt of your letter of the 16th instant and to say that I have communicated its contents to the heirs Richardson and my other co-proprietors of the seigniory, and that I have been entrusted by them with the task of preparing a memorial of our claim and of the titles and instruments upon which it rests. As, however, such memorial will doubtless be required, not only to satisfy the department, but also to withstand the scrutiny of parties who are understood to be seeking to procure from the government a grant of a portion of the seigniory for a nominal sum, it will necessarily take some time to prepare it with the requisite amplitude and accuracy.

In the mean time, in common with my co-proprietors I feel it to be incredible that the Department could contemplate entirely disregarding a possession under a title of above a hundred years with the sanction of the Crown and selling the property so possessed without notice to its holders.

And we also disbelieve the assertion that the Department has consented to permit individuals to exercise the rights of the Crown in an action against us, with the promise of obtaining the property of which they might succeed in depriving us, although it is freely asserted that what we thus discredit is actually true. Yet in justice to ourselves, we must respectfully record our protest against the adoption of either of such courses of action on the part of the Government, feeling confident that by so bringing our position under your notice, we shall ensure from you every consideration consistent with justice. And moreover we join in respectfully submitting to you that in the establishment of our rights we cannot be deprived of the use of any legal evidence of title, wherever it may be found; and we must venture to solicit a reconsideration of the declaration in the communication from the Department to which this is a reply, that the originals of all documents we produce must necessarily be of record in the Public Archives of the Province or "in the Courts of Justice in Lower Canada."

I have, &c,

(Signed)

J. J. C. ABBOTT.

The Honorable  
The Commissioner of Crown Lands. }

True copy.

Department of Crown Lands,

Quebec, March 1883.

E. E. TACHÉ,

Assist.-Comm.

DEPARTMENT OF CROWN LANDS,

Ottawa 8th May, 1867.

The Hon. J. J. C. Abbot, }  
Montreal, }  
C. E. }

SIR,

I have the honor to acknowledge the receipt of your letter under date the 30th ult, received the 6th instant, in reply to the Departmental letter of the 16th ult, and in reference to the subject of your protest, beg to inform

you that this Department has given permission to no "individuals to exercise the rights of the Crown in an action against you," in any manner whatsoever; whilst in requesting you, in view of the required "bornage," to produce at this office the titles you may have in support of your claim to the Seigniorship of Terra Firma de Mingan, the originals of which documents must necessarily be of record, &c., it is not intended to deprive you of setting forth or using any legal evidence of title, provided it be satisfactorily established that such title has emanated from the Crown and which can be substantiated on reference to the Public Records of the Province.

I have, &c.,

(Signed), A. RUSSELL,

True Copy.

Department of Crown Lands.

Quebec, March, 1883.

E. E. TACHÉ,

Assist. Comm.

Quebec, 12th May, 1867.

TO THE HONBLE. SIR NARCISSE BELLEAU,

Prime Minister of Canada.

DEAR SIR,

While forwarding to the Government the petition signed by Messrs Langlois, Duval and myself, setting forth our pretensions respecting the pretended seigniorship of Mingan, we were preparing to sustain them by a more complete memorial. But, before finishing such memorial, we waited for the copy of a document which the would-be Seigniors of Mingan had promised us, in support of their supposed rights and which you had ordered Mr. Bouchette to forward us.

We have waited and written in time to this gentleman, but we have received no answer from him.

We therefore beg of you not to form a definite opinion in this matter before we have had the means of finishing our memorial and to be kind



enough to renew the instructions you have already given Mr. Bouchette, in so far as we are concerned. And oblige.

Yours very truly,

L. J. C. FISET.

True copy,

E. E. TACHÉ,  
Assis. Commis.

D. C. L., Quebec, March, 1883.

MY DEAR SIR,

You will probably think it proper to favor the views of the persons interested in the subject of the above letter by forwarding them what they demand.

Your &c.,

N. F. BELLEAU,

Quebec, 18th May, 1867.

JOS. BOUCHETTE,  
D. A. C.

True copy,

E. E. TACHE,  
Assis. Comm.

Department of Crown Lands,  
Quebec, March, 1883.

DEPARTMENT OF CROWN LANDS.

Quebec, 29th May, 1867.

L. J. C. FISET, esq.,  
Prothonotary,  
Quebec.

SIR,

Your letter of the 12th instant, forwarded to the Honorable Sir N. F. Belleau, having been by him transmitted to this office, I have the honor to

state that the Honorable Mr. Abbott, having by his letter dated the 30th April last, informed this office that he was busy preparing a memorial of the title-deeds, in virtue of which the heirs Richardson claimed to establish their right to the ownership of the seigniory called Terra Firma of Mingan, the commissioner should, in consequence wait a reasonable length of time for the reception of the memorial before reporting on the petition of Messrs. J. Langlois, G. Duval and others.

I have the honor, &c.,

A. RUSSELL,

A C.

True copy,

Department of Crown Lands,

Quebec, March, 1883.

E. E. TACHÉ,

Assist. Commis.

DEPARTMENT OF CROWN LANDS.

Ottawa, 12th June 1867.

The Hon. J. J. C. ABBOTT,

Montreal,

SIR,

In your letter under date 30th April last, you were pleased to inform this department that you had been intrusted by the heirs Richardson with the task of preparing a memorial of the titles and instruments upon which they and yourself, as one of the co-proprietors, rest your claim to the "seigniory of Mingan"! Inasmuch as a considerable time has now elapsed, I am to request that you will be so good as to transmit the memorial to this department with the least possible delay, as the parties interested in the

lands of the Labrador Coast are urgent for a decision from the government in the matter.

I have, &c.,

A RUSSELL,

A. C.

True copy,

E. E. TACHÉ,

Assist. Commis.

Department of Crown Lands,

Quebec, March 1883,

ESQUIMAUX POINT

25th July 1897.

MY DEAR MR. BOUCHETTE,

The opportunities of communication between this and the civilized world are so few and far between that I have hitherto been prevented from giving you the information you desired me to obtain for you respecting the old post of Mingan.

The post is and always has been on the mainland. As you are of course aware, the Islands are private property belonging exclusively to the Company, the mainland being rented by them from the Seigniors. This trifling information, which has given me much pleasure to obtain for you, was given me by the Chief Factor, Donald Smith, Esq. who has been in the Hudson Bay Company's employment for many years and consequently can be considered reliable. Any other information I can obtain for you will be sent by the first occasion and it will always afford me a sincere pleasure to be in any way useful to you.

Yours &c.

(Signed)

H. J. G. PERCHARD.

True copy.

D. C. L., Quebec, March 1883.

E. E. TACHÉ,

Assist. Comm.

## DEPARTMENT OF CROWN LANDS,

Quebec, 18th September, 1867.

The Hon. J. J. C. ABBOTT,  
Montreal.

Sir,

No reply having been received from you to the Departmental Letter of the 12th June last, in reference to the memorial which you signified, in your letter to this Department, under date 30th April last, you were preparing in support of the claims of the heirs Richardson and other co-proprietors of the seigniory of Mingan, I beg to call your attention to the subject, inasmuch as, moreover, the organization of that section of the Crown Lands of the province of Quebec into townships is urgently demanded.

I have, &amp;c.,

J. C. BEAUBIEN,

C. C. L.

True copy,

E. E. TACHÉ,

Asst.-Commissioner.

Department of Crown Lands,

Quebec, March, 1882.

---

 Montreal, 19th September 1867.

Sir,

I have the honor to state that when I proposed to submit to you a memorial on behalf of the proprietors of the Mingan Seigniory I expected to be able to do so authoritatively as representing all of them. But, as I have been disappointed in this respect, I must respectfully refer you to Mr. Okill Stuart and Mr. Errol B. Lindsay, of Quebec, each representing the present owners of one fourth of the Seigniory and to Mr. E. A. Prentice, of this city, to whom I understand the heirs Richardson, or the greater portion of them have assigned their rights. Mr. Weir, of West Flamboro, and Mr. John Blackwood, of London, England, are the present owners of the remaining fourth of the Seigniory.

At the same time I must express my hope, as being indirectly interested in the Seigniorship that titles among the most ancient in the Province will not be disregarded without a thorough investigation nor without a hearing of the actual proprietors in possession.

I have, &c.,

(Signed)

J. J. C. ABBOTT.

The Honorable  
The Commissioner of Crown Lands. }

True copy.

Department of Crown Lands,

Quebec, March 1883.

E. E. TACHÉ,

Assist.-Comm.

Montreal, 20th September, 1867.

SIR,

The Honble. J. J. C. Abbott has communicated to me your letter of the 18th September instant, of the following import:

"No reply having been received from you to the Departmental letter of the 12th June last, in reference to the memorial which you signified, in your letter to this Department under date 30th April last, you were preparing in support of the heirs Richardson and other co-proprietors of the Seigniorship of Mingan, I beg to call your attention to the subject, in as much as moreover the organization of that section of the Crown Lands of the Province of Quebec into Townships, is urgently demanded."

As representing Mr. Andrews one of the heirs of the late Honorable John Richardson. I trust I may not be out of place if I lay before you some remarks respecting your letter to Mr. Abbott, and particularly as regards the latter part of it, having reference to the erection of townships you allege as urgently demanded.

I cannot entertain the idea that in the organization of that section of the Crown Lands for the purpose of erecting Townships, the Government of the Province of Quebec can have in view, or that any part or portion of

the Seigniori of the Terra Firma de Mingan can be included in such erection. Any concession or grant once made I take to be irrevocable in every sense of the word.

I am perfectly aware, as stated, the organization of Townships is "urgently demanded" in a certain Section of the Province of Quebec, and the Seigniori of Mingan, or certain parts of it, have been disingenuously represented by certain parties as forming waste or ungranted lands of the Crown, and these representations have been made with a view of obtaining grants of certain portions of such pretended waste lands.

At the same time I distinctly state that the parties, "so urgent in their applications," and so willing to obtain grants of their neighbor's property, are parties who, from interested motives, have taken great pains and used much sophistry to impugn the title of the Seigniors and co-proprietors of Mingan, which Seigniors have been in uninterrupted and peaceable possession of that Seigniori for upwards of a century.

The grant of the Seigniori of Mingan is of great antiquity and its limits and boundaries well established by title and charters in possession of the Government, to which easy reference can be had.

Under the circumstances it is to be hoped that the Government will not entertain for an instant any applications for grants of land, or any unbecoming representations that may be made against the title and property of the Seigniors of Mingan, but, on the contrary, will discourage the applications and representations of parties notoriously interested and dishonorably engaged in the pursuit of impugning the title of others.

I may be permitted to say that in France and also in England such a proceeding by any party, so far from being entertained, would be frowned down by either government, governments always considering themselves bound to uphold and carry out the grants and acts of their predecessors.

I have, &c.,

H. O. ANDREWS.

Messrs. Errol B. Lindsay and A. Lemoine, Esq, represent  $\frac{1}{4}$  of the seigniori of Mingan, and G. O. Stuart, Esq., another  $\frac{1}{4}$ ; perhaps these gentlemen, residents of Quebec, might consider themselves entitled to some communication similar to Mr. Abbott's on the part of Crown Lands department.

H. O. A.

True copy,

E. E. TACHÉ,

Assist. Commis.,

Department of Crown Lands,

Quebec, March 1883.

## ATTORNEY GENERAL'S OFFICE P Q.

Quebec, 8th January 1868.

DR. BOURGEOIS,  
City.

DEAR SIR,

I enclose herewith Mr. Stuart's letter and beg you to forward him the  
the documents which he solicits. Mr. Bouchette knows all about the matter

Yours truly,

(Signed) GÉDÉON OUMET.

True copy,

Department of Crown Lands,  
Quebec, March 1883.

E. E. TACHÉ,  
Assist. Comm.

Quebec, 6th January 1868.

SIR,

I have the honor to acknowledge the receipt of your letter of yesterday,  
dated the 4th instant, and beg to mention that I shall be prepared in the  
matter of Mingan on the day you mentioned. Perhaps you will be so good  
as to facilitate the communicating to me of documents from the Department  
of Crown Lands which the Commissioner on the 29th of October last gave  
directions to have prepared, but of which the material ones have not been  
sent.

I have, &amp;c.,

G. O. STUART,

True copy,

Department of Crown Lands,  
Quebec, March 1883.

E. E. TACHÉ,  
Assist. Comm.

Montreal, March 25th, 1882.

SIR,

I have the honor to state that I am instructed by the proprietors of the Mingan seigniory to represent that they have just heard a report that an application has been made to the Government at Quebec, for a lease, for a nominal sum, of the beach lots on the entire coast of Labrador; and that the subject is under the consideration of the Government. In consequence of this rumor, the proprietors caused inquiry to be made at Quebec, and have satisfied themselves that no such lease has actually been executed; but, of course, they are unaware of what representations may have been made to the Government in furtherance of such application.

For the last six months, the proprietors who are amongst the largest capitalists in this Province, have been investigating the methods of utilizing the iron sand, which is to be found on the banks of the Gulf, and in the beach lots in question. Their inquiries, both in England and in the United States, point to the conclusion that their original opinion of the value of the sand, which alone induced them to purchase the seigniory, is likely to be fully justified, and they have been for some time past in correspondence with persons, both in this country and in Europe, respecting arrangements for establishing manufactories of iron, from the sand in question, which before long they hope to place in operation.

They have been advised, that although there may be no positive statute or law conferring pre-emption rights upon holders of property bordering on the sea, yet that the universal practice of the government of the late Province of Canada, and of the Province of Quebec, has been to give the preference of a lease or sale of such lots to the riparian proprietors. And the proprietors have also been informed that notice was given to persons claiming to have purchased near the Natashquan River, that if they desired to exercise this right of pre-emption with regard to beach lots in front of their property, they might do so, at any time, within three months. Upon the whole, therefore, the proprietors believe that the rumour which has reached them is not deserving of belief, partly by reason of the enormous privileges which have been said to be asked for, and also because of their regarding it as incredible that the government would lease the beach lots in front of their property, without giving them the opportunity of applying for them. And they are confirmed in their disbelief of the rumour that such an act on the part of the government would be an injustice of the grossest character to the proprietors individually and would be most injurious to the interests of the country, in giving a property of such enormous mineral deposits to one person.



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Notwithstanding that the proprietors cannot attach much importance to the report in question, they have instructed me to call the attention of the Government to it, to request the favor of a copy of any application that has been made and of any order or proceeding that has been taken up by the Government upon such application and further to request that if it is the intention of the Government to lease or sell the beach lots in question the seigniors of Mingan as the riparian proprietors may be allowed the usual privilege of becoming the purchasers or lessees.

I have the honor to be,

Sir,

Your obedient servant,

ALEXANDER DENNISTOUN,

To the Honorable  
The Provincial Secretary,  
Quebec.

True copy,

E. E. TACHE,  
Assist. Commissioner.

Department of Crown Lands,  
Quebec, 15th March, 1883.

Montreal, 10th April, 1882.

SIR,

I have the honor to apply for a lease for ninety nine years of a portion of the deep water or beach lots, to the extent of one hundred and twenty miles in all, along the front of the Seigniorship of Mingan, extending from the Cap de Cormorants, along the northern shore of the St Lawrence, Eastward, to the great bay towards the Esquimaux, where the Spaniards usually exercised the right of fishing called the Baie des Espagnols or the Baie Phillippeau. The precise lots to be leased to be selected and designated by me, within a period of two years, from the date of the lease now applied for.

The purpose for which I wish to obtain the foregoing lease, is the excavation of the magnetic iron sand which exists at certain points upon the

said Seigniory and upon the beach lots along the front of Seigniory, and it is my intention forthwith to bring such sand ore into practical use, with a view to which I have been making costly and extensive investigations, among the iron masters of the United States and Europe.

I beg to offer, as a consideration for such lease, a sum of five hundred dollars, together with a royalty of five cents per ton on all the purified sand ore obtained from the said beach lots.

I have the honor to be,

Sir,

Your obedient servant.

(Signed), ALEXANDER DENNISTOUN,

Acting as trustee for the proprietors of the Mingan Seigniory.

To the Hon. Commissioner of Crown Lands, }  
Province of Quebec. }

True Copy,

E. E. TACHÉ,

Asst. Commissioner.

Dept. Crown Lands,

Quebec, 15th March.

"CORRECTED APPLICATION."

Montreal, 10th April 1882.

SIR,

I have the honor to apply, as one of and on behalf of the proprietors, and riparian owners of the Seigniory of Mingan, for a lease for ninety nine years of a portion of the water or beach lots, to the extent of one hundred and twenty miles in all (120) along the front of the said Seigniory on the Northern shore of the Gulf of St. Lawrence, extending from the Cap Cormorant to the Great Bay towards the Esquimaux, where the Spaniards usually exercised the right of fishing, called the Baie des Espagnols or the Baie Philippeau.

The precise lots to be so leased to be selected and designated by me, from time to time, within a period of two years from the date of the lease.

now applied for, and leases to be issued, from time to time, on lots as designated. The purpose for which I wish to obtain the foregoing lease is to extract and manufacture or otherwise dispose of the magnetic iron sand which exists at certain points upon the Seigniorie in question, as well as upon the beach lots fronting the same, and it is my intention forthwith to put my scheme into execution, with a view to which I have been making costly and extensive investigations among the iron masters of the United States and Europe.

I beg to offer, as a consideration for such a lease, and as a guarantee of my earnestness in the matter, the sum of five hundred dollars (\$500) to be paid on the signing of the lease, together with a royalty of five cents per ton, on all purified sand ore obtained from the said beach lots.

I would also state that I will agree to commence mining operations within a period of sixteen months from the date of the signature of said lease and continue said mining operations for at least six months in each year, during the continuance of the lease in question, failing which for any two consecutive years the lease to become null and void.

I have the honor to be

Sir.

Your obedient Servant,

(Signed), ALEXANDER DENNISTOUN,

Acting as trustee for the proprietors of Mingan Seigniorie.

To the Hon. Commissioner of Crown Lands,  
Province of Quebec.

True Copy.

E. E. TACHÉ,

Asst. Comm.

Department of Crown Lands,

Quebec, 15th Mars, 1883.

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Quebec, April 29th 1882.

HON. E. J. FLYNN,

Commissioner of Crown Lands,

DEAR SIR,

Referring to correspondence I had with your Department on the subject of that part of the shore of the River St. Lawrence fronting the Seigniory of Mingan, between Cap Cormorant and the River Agwanus, on which I have been granted the right to mine for iron said for a period of 15 years, I now beg leave to inform you that I hereby relinquish my right to mine on the said property (between Cap Cormorant and the River Agwanus) and agree not to hold the Government responsible for any damage resulting to me therefrom.

Very respectfully,

Your obt. servt.,

(Signed)

SAM. E. ST. O. CHAPLEAU

True copy.

E. E. TACHÉ,

Assist.-Commissioner.

Department of Crown Lands,

Quebec, 15th March 1883,

Montreal, 13th May, 1882.

SIR,

Referring to my application of 20th April last, I now beg leave to apply for a lease of the following beach lots, viz: 1st. For five miles commencing at the east bank of the river Manitou, near Cape Cormorant, and extending eastward along the shores of the St. Lawrence said five miles.

2nd. For ten miles, commencing at the east bank of the river St. John, near the post of Mingan, and extending eastward along the shore of the St. Lawrence, said ten miles.

3rd. For five miles, commencing at the east bank of the river Natashquan, and extending eastward along the shore of the St. Lawrence, being twenty five miles in all.

I have the honor to be,

Sir,

Your obedient servant,

ALEXANDER DENNISTOUN.

The Honorable

Commissioner of Crown Lands,

Province of Quebec.

True copy,

E. E. TACHÉ,

Asst.-Commissioner.

Department of Crown Lands,

Quebec, 15th March, 1883.

Montreal, 31st May, 1882.

Sir,

In the prospect of having extensive operations carried out in developing iron lands of the North Shore of the St. Lawrence, I desire to purchase sufficient land to secure a good water power at the first falls on the River St. John, near Mingan post.

I enclose a rough sketch of the river at this point, showing, within the red lines, the extent of land required, containing probably from 600 to 800 acres.

The distance from the St. Lawrence is about 25 miles following the course of the river or probably about 20 miles in a direct line. Rafts of sawn timber can descend the river without interruption.

Will you inform me on what terms the Department will sell this location and what steps are necessary to secure it.

I have the honor to be

Sir,

Your obedient Servant,

(Signed), ALEXANDER DENNISTOUN,

The Hon. Commissioner of Crown Lands,  
Province of Quebec.

True Copy.

E. E. TACHÉ,  
Asst. Comm.

Department of Crown Lands,  
Quebec, 10th March, 1883.

DOMINION TELEGRAPH COMPANY.

Department of Crown Lands, 17 May 1882.

MR. ALEXANDER DENNISTOUN,  
Montreal.

As I informed you verbally on the 15th instant, the order in Council respecting the lease for magnetic land must be modified. Take no action in respect thereto but come down or send some person to meet Government. By order of the Commissioner of Crown Lands.

E. E. TACHÉ,

Assist. Commissioner.

True copy,

E. E. TACHÉ,  
Assist. Comm.

Dept. C. Lands,  
Quebec, 15th March 1883.

Montreal, 2nd June 1882.

SIR,

Will you be pleased to cause a lease to be prepared for me in terms of the Order in Council, in my favor dated the 31st May 1882 and inform me here when it is ready. I shall then proceed to Quebec to comply with the said Order in Council and receive the lease.

I have the honor &c.,

Your Obedient Servant,

ALEXANDER DENNISTOUN.

The Honorable  
Commissioner of Crown Lands,  
Quebec.

True copy,

E. E. TACHÉ,  
Assist. Comm.

Dept. C. Lands,  
Quebec 15th March 1883.

(By telegraph from Montreal.)

14th June, 1882.

E. E. TACHE,  
Department of Crown Lands.

When can you send draft of lease to Dennistoun. Answer. Hurry matter if you can.

J. A. CHAPLEAU.

True copy,

E. E. TACHE,  
Assist. Commissioner.

Department of Crown Lands,  
Quebec, 15th March, 1883.

(By telegraph from Montreal.)

Quebec, 20th June, 1882.

To E. E. TACHE,

Department Crown Lands.

Will commissioner authorize Government notary here to prepare lease and to sign it to morrow, if so name notary.

ALEXANDER DENNISTOUN.

True Copy.

E. E. TACHE,

Assist. Commisioner,

Department of Crown Lands.

Quebec, 15th March, 1883.

Montreal, 11th August 1882.

SIR,

In conformity with the eighth clause of the lease, granting to me the right of taking iron sand from the beach in front of the Seigniory of Mingan, dated the 21st June last, I hereby give and denounce to you the names of the present proprietors of the Seigniory of Mingan or "Terra Firma de Mingan," viz :

Sir Hugh Allan, Knight,

Andrew Allan, Esquire,

John James Redpath, Esquire,

George Alexander Drummond, Esquire,

Alexander Dennistoun, Esquire,

all of the City of Montreal.

Also the heirs of the late Honorable Joseph O. Beaubien, of Montmagny, viz : Octave Vincelas Beaubien, gentleman, residing in the Parish of



St. Thomas, and Mrs Alif. Beaubien, wife of Jules Joseph Taschereau Fremont, of the City of Quebec, advocate.

I have the honor to be,

Sir,

Your obt. servant,

(Signed)

ALEXANDER DENNISTOUN.

The Honorable  
Commissioner of Crown Lands,  
Province of Quebec.

True Copy.

E. E. TACHÉ,  
Assist.-Comm.

Dept. C. Lands,  
Quebec, 15th March 1883.

Copy of the Report of a Committee of the Honorable the Executive Council dated the 29th May, 1882, approved by the Lieutenant-Governor, on the 31st May, 1882.

No. 18.

Present :

The Honorable Mr. Lynch, ~~Chairman~~,

“ “ “ Flynn,

“ “ “ Paquet,

“ “ “ Würtele.

In Council.

The committee has had under consideration the report hereunto annexed of the honorable Commissioner of Crown Lands dated the twenty ninth May instant, (1882), respecting the granting to Alexander Dennistoun, Esquire, of a permit to work the deposits of magnetic sand on the beach

of a part of the north shore of the River St. Lawrence and submits it for the approval of the Lieutenant-Governor.

(Signed). GUSTAVE GRENIER,  
Dep. Clerk, Ex. Council.

To the Honorable Commissioner of }  
Crown Lands. }

True Copy,

E. E. TACHÉ,  
Assist Comm.

Dept. Crown Lands,  
Quebec, 15th March, 1883,

Upon the request of Alexander Dennistoun, for a permit to work the deposits of magnetic sand on the beach of a part of the north shore of the river St. Lawrence.

The undersigned, Commissioner of Crown Lands, has the honor to represent:

That, by his letter of the 10th April, 1882, Alexander Dennistoun, esquire, acting for and in the name of persons styling themselves proprietors of the Mingan seigniory, requests a permit or lease granting him the privilege of working, during ninety nine years, the deposits of magnetic iron sand, on the beach of the north shore of the river St. Lawrence, over an extent of about one hundred and twenty five miles, to be chosen and taken "between Cap Cormorant and Great Bay, towards the Esquimaux, where the Spaniards usually exercised the right to fish."

That Samuel E. St. O. Chapleau, esquire, has, by his letter of the 23rd instant, given up to the Crown all the rights which he might have on such beach, by and in virtue of an Order in Council, dated the 15th March last.

That the undersigned, without admitting in any way the existence of the rights of the persons who claim to be proprietors, as Seigniors, of the territory bordering on the said beach, but at the same time desiring to encourage the working of the deposits of magnetic sand, recommends that

the Commissioner of Crown Lands be authorized to grant and sign in favor of the said Alexander Dennistoun, esquire, a lease or permit giving him the privilege of working, during 25 or 99 years as it may be hereafter stipulated, dating from this day, the iron ore or magnetic sand, over an extent of beach not exceeding one hundred and twenty five miles to be chosen between Cap Cormorant and the River Agwammus or Goynish, and this only between low water mark and high water mark.

That the said lease or permit be granted on the following conditions :

1o. The said extent of beach to be chosen and described by the said Alexander Dennistoun and notice of the choice and description to be given to the Commissioner of Crown Lands in the course of the two years following the date of the lease ;

2o. Mr. Dennistoun shall pay in cash, before the passing and signing of the lease, to the Commissioner of Crown Lands, a sum of five hundred dollars ;

3o The said Dennistoun shall be obliged to pay annually to the said Commissioner of Crown Lands, on the first day of November, of each year, a rent equal to five cents for each ton of magnetic sand in its natural state taken during the year, whatever may be the amount extracted the said Alexander Dennistoun being obliged to furnish the Commissioner of Crown Lands, every year, on the first of November, with a statement sworn to by the persons managing the work ; such statement to show the number of tons of magnetic sand taken during the preceding twelve months ; —moreover the Commissioner of Crown Lands may, as often as he deems fit, and by whomsoever he pleases, have the working of the sand deposits inspected, and in such case, the employees of the said Alexander Dennistoun, shall give the Inspector all the necessary information and help which he may require ;

4o Taking into account the number of tons of magnetic sand taken during the year, the five cents payable for and upon each ton would not make the sum of at least five hundred dollars, the minimum annual lease stipulated, it should be agreed and settled that the said Alexander Dennistoun shall be obliged to pay at least the said sum of five hundred dollars a year ;

5o. Finally the undersigned recommends that this lease be granted upon the express condition that in the course of the eighteen months dating from this day, the said Alexander Dennistoun, shall erect, establish put in and operation within the limits of this Province, either by himself or

by means of a company organized for that purpose, a furnace for the smelting of the said magnetic sand into pig-iron, or ductile and malleable iron; the said furnace to be kept at work in connection with the work of extraction of the said magnetic sand, during at least six months each year while the lease exists, if it is established and proved that such smelting can be accomplished in the Province;

60. But it is agreed that if after trials made in good faith it is found to the satisfaction of the Lieutenant-Governor in Council, that it is impossible to establish in this Province smelting furnaces to make pig or malleable iron at a net price that which permit competition with foreign manufactured iron, the said Alexander Dennistown or the company which he may organize, may export the magnetic sand in its crude state.

70. The undersigned also recommends that should the said pretended seigniors of Mingan establish their title and rights in and to the said seigniori and should it be established that the eastern limit thereof is beyond the said River Agwanus or Goynish, the Government will grant them the same privileges with reference to mining rights as those above-mentioned, for the same rent of five cents per ton of magnetic sand taken in its crude state as aforesaid upon all such additional extent of beach as Mr. Dennistown may select, provided always that the entire extent of the beach so leased does not exceed one hundred and twenty miles in all. He further recommends that it be stipulated in the said lease that if the Government should grant to owners of lots to the east of the said River Agwanus or Goynish, similar licenses or leases, giving them the right to work the deposits of magnetic sand on the beach in front of their respective lots, the condition be inserted in the said leases or licenses; that in case the Seigniors of Mingan should establish their right and title to such lots, the said leases and licenses should from that time become null and void for the future;

80 The undersigned further specially recommends that, in order to render justice to the persons who claim to be the Seigniors and proprietors of the territory adjoining the said beaches and commonly called "Seignory of Mingan" the said Alexander Dennistown, will, without delay, make known to the Government the names and corporate title, if any, of the persons who thus claim to be proprietors of the said territory; and judicial proceedings, with the object of deciding the question of the pretended rights and titles of the said persons to the property of the said territory may be instituted by the Government of Quebec, within a delay of twelve months and continued with diligence until a final judgment. And in

case it should be adjudged that such persons are really the proprietors of the said territory, as they claim to be, then, the present permit to work the deposits over the extent of beach between high and low water mark, will extend over a period of ninety nine years, and if, on the contrary, such persons do not establish, and if their rights and title to the said property are not recognized by the tribunals seized with such suit, then, the present permit shall be limited to a period of twenty five years. If, on the other hand, it be decided that a part only of the territory claimed by the would be Seigniors of Mingan, belongs to them, the present permit will be for ninety nine years for such part of the territory and for twenty five years for the part of which they are not recognized as proprietors ;

90. This lease will in all cases be subject to all the rights and privileges which now exist or will in future exist in virtue of the laws and regulations of this Province in favor of all riparian occupants or proprietors ; the intention of the Government in granting the lease being only to grant to the said Alexander Dennistoun the exclusive right of working the deposits of magnetic iron sand over an extent of beach which he has a right to choose in virtue of these presents.

In default of the said Alexander Dennistoun fulfilling any of the clauses or conditions hereinabove imposed, the said lease or permit shall become null and void ; and in such case the said Alexander Dennistoun shall not have the right to claim the reimbursement of any money he may have paid in virtue of the said lease to the Commissioner of Crown Lands, nor of any sums which he may have expended in improvements in the execution of the said lease.

Respectfully submitted,

(Signed),

E. J. FLYNN,

Commissioner of Crown Lands.

(Signed),

GUSTAVE GRENIER,

Dep. Clerk Ex. Council.

Department of Crown Lands,  
Quebec, 29th May, 1882.

Adopted 29th May, 1882.

(Signed), W. W. LYNCH.

True Copy of the Copy.

E. E. TACHÉ,

Asst. Comm.

Department of Crown Lands,  
Quebec, 15 March, 1883.

On this day the twenty first of June, one thousand eight hundred and eighty-two.

Before me, the undersigned Notary Public for the Province of Quebec, residing at the City of Montreal, in the said Province.

Personally came and appeared :

The Honorable Edward James Flynn, of the City of Quebec, acting in his quality of Commissioner of Crown Lands for the Province of Quebec, duly authorized to the effect thereof, under an order in Council dated the thirty-first day of May one thousand eight hundred and eighty-two.

Of the one part.

And Alexander Dennistoun, of the City of Montreal, Esquire,—of the other part.

Which said parties, acting as aforesaid, have declared and agreed as follows, that is to say :

The said Edward James Flynn, in his said quality, for the consideration hereinafter mentioned, did and doth hereby grant and make over unto the said Alexander Dennistoun, hereof accepting, the right and privilege of exploring and working during the term of twenty-five or ninety-nine years, to be computed from the twenty ninth day of May last, the magnetic iron sand ore upon the beach of the North Shore of the River St. Lawrence upon an extent not exceeding one hundred and twenty miles, to be chosen between the Cap Cormorant and the River Agwanus or Goywish and this between the high and low water marks only.

It is understood by and between the said parties :

1o. That the said extent of beach shall be chosen and designated by the said Alexander Dennistoun and that notice of the choice and designation shall be given to the Honorable Commissioner of Crown Lands in the course of the two years next ensuing the date of these presents.

2o. That the said Alexander Dennistoun shall pay at the passing and signing of these presents unto the Honorable Commissioner of Crown Lands a premium of five hundred dollars ; the receipt whereof is hereby acknowledged.

3o. That the said Alexander Dennistoun shall be obliged to pay unto the Honorable Commissioner of Crown Lands annually on the first day of November, a rent or sum of five cents for each and every ton of the said

magnetic iron sand in its natural state (*d l'état brut*) gathered during the year, whatever the quantity so gathered or collected may be; the said Alexander Dennistoun binding himself to furnish to the Honorable Commissioner of Crown Lands every year on the first day of November a statement sworn to and signed by the person conducting the works of exploitation; said statement establishing the number of tons of magnetic ore gathered during the last twelve months; it being also understood and agreed that the Honorable Commissioner of Crown Lands may cause to be made, as often as he will judge proper and by whomsoever he may be pleased, an inspection of the said works of exploitation and in every such case the employees of the said Alexander Dennistoun shall be bound to give to the Government's inspector all the information and the assistance which the latter shall require from them.

40. That in case the five cents exacted for each ton of said magnetic sand should not bring the amount of five hundred dollars the minimum amount of the annual rent agreed upon (should the number of tons gathered in any of the said years not be sufficient to produce that amount) then and in every such case, the said Alexander Dennistoun shall pay at least the said sum of five hundred dollars for every such year.

50. That the said Alexander Dennistoun shall in the course of eighteen months from the twenty ninth day of May last, erect, establish and put into operation and working order, within the limits of the Province of Quebec, either by himself or by a company organized to that effect a manufactory (*usine*) to cause the reduction of the said ore or magnetic sand to be made into cast iron and into ductile or malleable iron or steel; the said manufactory (*usine*) to be kept working and in operation, with regard to the works of extraction of said magnetic sand, during at least six months in each year of the term and existence of the present lease, provided it is established and proved that such reduction can be done in this Province.

60. It is understood that if after *bond fide* trials and experiments shall have been made, it is established and proved to the satisfaction of the Lieutenant Governor in Council, that it is impossible to establish in this Province processes of reduction capable of producing cast iron or malleable iron for a remunerative price able to sustain the competition of metallurgic products from abroad, the said Alexander Dennistoun or the Company which will be organized shall then have the right to export said magnetic sand in its natural state.

70. It is agreed that in case the pretended Seigniors of Mingan shall establish their titles and rights to the said Seigniorry and that it is proved

that its limit towards the East is beyond the said River Agwanus or Goynish, then the Government shall grant unto them the same privileges, as to mining rights, as those herein granted and for the same price or rent of five cents for each ton of magnetic iron sand gathered in its natural state (*a l'état brut*) as aforesaid, upon all such additional beach that the said Alexander Dennistoun shall choose, provided however that the whole extent of said beach so leased shall not exceed one hundred and twenty miles in all.

It being also stipulated and agreed that in case the Government should grant to proprietors of lots on the east side of said River Agwanus or Goynish similar licenses or leases granting them the right of exploring and working the magnetic sand upon the beach in front of their respective lots; such licences or leases shall be so granted under the express condition, that in case the Seigniors of Mingan shall establish their rights and titles to such lots, the said licenses or leases shall become null and void and of no effect from thence and for ever in the future.

So It is further agreed and understood that in order to act rightly towards the persons who pretend to be the Seigniors and proprietors of the territory contiguous to said beach and commonly called the "Seignory of Mingan" the said Alexander Dennistour, shall denounce and give without delay to the Government the names and corporate titles, if they have any, of the parties who so pretend to be the proprietors of the said territory, and legal proceedings, the object of which will be to decide the question of said pretended rights and titles of said persons to the ownership of said territory, may be instituted by the Government of Quebec, in a delay of twelve months and continued with diligence until final judgment.

And in case it should be adjudged that these parties are really proprietors of said territory, as they do assert, or if the said Government do not cause the said proceedings to test their title to be taken within the said period, then the present grant of exploitation of the extent of the beach between the high and low water mark shall exist for a period of ninety nine years and if on the contrary the said parties do not establish their rights and titles to the ownership of the said property and do not cause the same to be acknowledged and admitted by the legal tribunal entrusted with the said suit, then the present grant shall be limited to a period of twenty five years.

If, however, it was decided that part only of said territory so claimed by the pretended Seigniors of Mingan does belong to them, the present grant shall be for ninety nine years for that part of the said territory, and for



twenty five years for the other part for which they will not be acknowledged as Seigniors thereof.

So. The present grant or lease is thus made subject to all the rights and privileges actually existing or which shall exist in the future under and by virtue of laws and regulations of this Province in favor of all riparian occupants or proprietors; the intention of the Government in making this grant or granting this lease, being only to grant unto the said Alexander Dennistoun the exclusive privilege of exploring and working the ferruginous magnetic sands upon the extent of beach which he has the right to choose in virtue of these presents.

In default by the said Alexander Dennistoun to fulfil all and every the clauses and conditions hereinabove imposed, the present grant or lease shall become null, void and of no effect whatever; and in such case the said Alexander Dennistoun shall not have the right to claim the reimbursement of any sum or sums of money which he will have paid, in virtue hereof, unto the Honorable Commissioner of Crown Lands, nor of any sum or sums of money which he will have spent in ameliorations, works and improvements in the execution of the present grant or lease:

And for the due execution hereof the said parties have made election of domicile at the Crown Lands office in the City of Quebec, where &c. For thus etc.

Done and passed at the said City of Montreal, at the Windsor Hotel, on the day and year first above written under the number five thousand six hundred and eighty one, the said parties acting as aforesaid, having signed these presents, first duly read according to law.

(Signed,) E. J. FLYNN, Com. C. L.  
 " ALEXANDER DENNISTOUN,  
 " LS. N. DUMOUCHEL, N. P.

True copy of the original hereof remaining of record in my office.

(Signed,) LS. N. DUMOUCHEL, N. P.

To Ad

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(No. 58.)

## RETURN

To Address of the Legislative Assembly praying for :

A copy of the factum of the Honorable G. Okill Stuart, in favor of persons who claim the ownership of the Seigniory of Mingan ; commonly called " Terra Firma of Mingan ".

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DEPARTMENT OF CROWN LANDS.

Quebec, 19th May, 1868.

The undersigned respectfully begs leave to submit for the information of the Honorable J. O. Beaubien, Commissioner of Crown Lands, the accompanying memorandum, on the subject of the stated Seignior of Terra Firma of Mingan, prepared specially in reference to the printed memorandum over the name of G. Okill Stuart, esquire, referred to the undersigned in connection with the report he had the honor of submitting to the Commissioner in December last, on the subject of the proposed survey "en bornage" to establish the boundaries between the said stated Seignior, described in the Seigniorial Schedule No. 108, as in possession of the heirs Richardson and the adjacent waste lands of the Crown.

The printed memorandum abovementioned in the margin of which are inserted in red ink the corresponding number opposite such of the paragraphs therein, as have called, for the remarks and observations of the undersigned in his memorandum, is herewith returned.

(Signed), JOSEPH BOUCHETTE,  
Depy. S. Genl.

MEMORANDUM.

Respecting the Seignior of Mingan, or Terra Firma de Mingan.

This Seignior, extending from Cape Cormorant along the Northern Shore of the St. Lawrence, to the Bay "des Espagnols," has been held by the present proprietors, and those through whom they derive title for upwards of two hundred years; and their possession has been uninterrupted until the last few weeks, when attempts appear to have been made to disturb this possession by an officious intermeddling of persons desirous of raising disputes and controversies between the Executive Govern-

ment of the country and the proprietors, and this with a view to their own speculative projects and purposes.

It may not be altogether immaterial to premise that, at a very early period in the history of this country, the Spaniards, as well as the French, had their settlements, and fishing establishments in Newfoundland, Acadia, Gulf of St. Lawrence. The fishermen of France and Spain, but more particularly the French, prosecuted the business with great vigor and success. It appears that when Cartier made his first voyage, the design of the King of France was merely to found a Colony for the mastery of the fishing grounds, where disputes had long before continued among the subjects of European countries; but the information obtained by him, confirming the opinions that had been previously expressed by the fishermen of France induced a more extended plan, and the possession, for permanent colonization, of Canada and Nova Scotia.

The right to this extensive region, after the earlier disputes with European nations having being settled, under a royal grant to the Company of New France, bearing date the 29th of April, 1627, His Majesty gave to the Company, in absolute property, all the country of New France or Canada, therein described, with the ports, harbors, rivers, and waters, islands, and generally whatever might be found included therein, reserving only the right of tealty and homage, with power to distribute the same to those who should inhabit the said country and to others, in such quantities and in such manner as the Company might think proper to give; and grant them such titles and honors, rights and powers as they might think fit. The Company became proprietors of this part of America in virtue of the grant which gave it to them for ever in full property, justice and Seigniorly. The feudal institution throughout the whole of New France derives its origin from the Royal grant of 1627. It was the first charter given to the inhabitants of the country.

The Company, while in possession of the Country under the said grant, on the 25th of February 1661, granted to Sieur François Bissot, all the land extending from Cape Cormorant, along the Northern Shore of the Labrador channel to the Great Bay towards the Esquimaux where the Spaniards usually exercised the right of fishing, by two leagues in depth or in the language of the grant itself: "*La terre ferme de Mingan, à prendre depuis le Cap des Cormorans à la côte du Nord, jusqu'à la grande anse vers les Esquimaux, où les Espagnols font ordinairement la pêche, sur deux lieues de profondeur.*"

Two years after this grant, the Company of New France surrendered the country of New France to His Most Christian Majesty who, in the

month of March, 1663, accepted the surrender, when the Government ceased to be a proprietary and became a Royal Government, which was followed by the Edict of the month of May, 1664, establishing the West India Company, granting to it Canada, Acadia, the islands of Newfoundland and other islands and main land, from the North of the said country of Canada as far as Virginia and Florida, in all Seigniory, property and jurisdiction. The Edict of the month of December, 1674, suppressing this company, re-established the Royal Government of Canada, which was preserved from that time until the cession of Canada to the Crown of Great Britain. In the interim between the surrender of the company of New France and that of the West India Company, viz. : on the 11th of February, 1668, fealty and homage was rendered by the grantee or proprietor of the Seigniory of Mingan, as established by the most undisputable testimony in the ordinance of the 12th May, 1733, when it will also be seen that the original grant of 1661 was destroyed by a fire in the Lower Town of Quebec about fifty two years before that ordinance, say about the year 1681.

It having become necessary to establish the limits of the *Domaine du Roi* better known in modern days as the "King's Posts," in the Saguenay County, and with a view to vest in the Farmer-General the possession of that extensive tract of country, proceedings were instituted in the name of Pierre Carler, Farmer-General of France, against the family and descendants of the above named grantee and proprietor, François Bissot, in reference to so much only of the property in question as they possessed between the *Ile-aux-Enfs* and a short distance (four or five leagues) below it; and a reference to these proceedings will shew that the representatives of the above named grantee, François Bissot, gave up or surrendered all the land to the west of Cap Cormorant which they had occupied under the original grant of 1661, part of that for which they had rendered fealty and homage on the 11th of February, 1668, and this portion was under the ordinance in question, re-united to the *Domaine du Roi* or "King's Posts."

Whether a *titre nouvel* was or was not taken out for the remaining portion of the original grant of the Seigniory in 1661, it is difficult, after the lapse of nearly a century and a half, now to say; but a familiarity with the law and practice on subjects of this nature renders apparent that the taking out of a new title is merely confirmatory of a pre-existing one and, in no manner, affects or impeaches the first; it is, in fact, a mere recognition and confirmation of the old one; and the reference to such a step quite strengthens the title as it had previously existed, and in this instance, the object to be attained would seem to be to secure, on the one hand, the feudal rights of the Crown and, on the other, evidence of the contents of the burned title.

Beyond all doubt the family of François Bissot had from 25th February, 1661, to the 12th of May, 1733, undisturbed possession of the property in question, including the *Isle-aux-Ceufs*, and as far as the River Moisie and four or five leagues below it and, it being no longer desirable that they should retain this latter portion : that is to say : between the *Isle-aux-Ceufs*, and the four or five leagues below it, or to Cape Cormorant, they, for reasons known to themselves, and to meet the views and wishes of the Government of the day, surrendered the same ; their title to the remainder of the grant continuing unimpaired and unquestioned.

As incident to the grant of the Seigniorship of the Terre ferme de Mingan, a subsequent grant of the Seigniorship of the Isles et Islets de Mingan, upon the same coast and immediately in front of and of the same extent as the main Seigniorship of Mingan, may be given at full length. It bears date the 12th day of March, 1679, eighteen years after the grant of the Seigniorship of Mingan, and with it, as well in public as in private authentic instruments, as well by the crown as by the proprietors, the two Seigniorships have been recognized as co-existing Seigniorships in possession of the present proprietors, and their *auteurs* for more than 200 years without trouble or molestation.

The concession or grant of this Seigniorship is as follows :

“ Jacques Duchesneau, Chevalier du Roi en ses conseils, Intendant de la Justice, Police et Finances en Canada, Acadie, Terre Neuve, et autres pays de la France Septentrionale.

“ A tous ceux que ces présentes lettres verront, Salut,—A savoir :  
 “ Faisons que sur la requête à nous présentée par les Sieurs Jacques de Lalande et Louis Joliet, demeurant à Québec, à ce qu'il nous pleust leur vouloir accorder en titre de fief, seigneuries, haute, moyenne et basse justice, les isles et islets appelées Mingan, estant du côté du nord et qui se suivent jusques à la baie appelée l'Anse aux Espagnols, auxquels lieux ils désireraient faire des établissemens de pêche de morue et loups-marins. Nous, en vertu de pouvoir, à nous donné par Sa Majesté, conjointement avec monsieur le Comte de Frontenac, conseiller du Roi en ses conseils, Gouverneur et Lieutenant Général pour Sa Majesté en ce pays, avons, au dits Louis Lalande, fils, et Joliet, donné, accordé et concédé, donnons, accordons et concédons par ces présentes les dits isles et islets Mingan, étant du côté nord, et qui se suivent jusques à la Baie appelée l'Anse aux Espagnols, pour en jouir avec eux leurs hoirs et ayant cause ; seront tenus de porter au Château St. Louis de Québec, duquel ils relèveront, aux droits et redevances accoutumées, et au désir de la coutume de la Prévotté, Viscomté de Paris, qui sera suivie pour cet égard par



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“ provision en attendant qu'il en soit établi un plus proche des dites isles et  
“ islets de Mingan, comme aussi qu'ils tiendront et feront tenir feu et lieu  
“ par leurs tenanciers sur les concessions qu'ils leur accorderont, et faute  
“ de ce faire qu'ils rentreront de plein droit en possession d'icelle, et conser-  
“ veront les, dits Sieurs de Lalande et Jolliet, et feront conserver par leurs  
“ tenanciers, les bois de chêne qui se trouveront propres pour la construction  
“ des vaisseaux dans l'étendue des isles et islets, et qu'ils donneront inces-  
“ sament avis au Roi ou a nous, des mines, minières et minéraux, si aucuns  
“ s'y trouvent, et laisseront et feront laisser tous chemins et passages néces-  
“ saires, le tout sous le bon plaisir de Sa Majesté de laquelle ils seront tenus  
“ de prendre la confirmation des présentes dans un an. Au témoin de quoi  
“ nous avons signé ces présentes, à icelles fait apposer le sceau de nos armes,  
“ et contresigné par notre secrétaire. Donné à Québec le 10me jour de  
“ mars 1679.

(Signé)

DUCHESNEAU.

“ Régistré suivant l'arrest du Conseil du 4 octobre 1680, intervenu en  
“ conséquence d'arrest du conseil d'Etat du Roi, donné à Fontainebleau le  
“ 29 mai, au déclaré portant confirmation de la concession ci-dessus par moi,  
“ greffier-en-chef, au dit conseil soussigné.

(Ainsi signé)

PEUVRET.”

The next document to which it may be proper to advert is an ordinance of M. Gilles Hocquart, Intendant of Justice, Police and Finance, of the 12th of May, 1773. The object of this ordinance, as may be seen in a subsequent ordinance of the said month of May, which precedes it in the 2nd volume Edits et Ordonnances, p. 87, was altogether passed to establish the limits of the King's Domain, known afterwards as the “King's Posts.” This ordinance of the 12th of May, however, establishes several most important points :

1. The recognition by the Intendant of the grant to François Bissot, Sieur de la Rivière, of the 25th of February, 1661.

2. The act of Foi et Hommage of the 11th of February, 1668, during the existence of the West India Company.

3. The quiet and undisturbed possession of Bissot and his representatives for a period of seventy two years, viz : from 1661 to 1733.

4. The surrender by the grantees of that portion of the grant which lies to the westward of Cape Cormorant, la pointe des Cormorans, and the reunion thereof to the King's Domain, or “King's Posts.”

5. The recognition of the eastern boundary at the Baie des Espagnols, since called la Baie Philippeau, and including all the tract between that bay and Cape Cormorant, as the western Boundary.

6. A recognition of the loss of the original grant by a fire in the Lower Town, fifty two years before the date of this ordinance, or about the year 1681.

7thly. A recommendation by the Intendant that the proprietors should apply for a *titre nouvel*, for that portion of the Seigniorie between Cape Cormorant and the above mentioned Bay.

Three years later, M. Hocquart still occupying the high office of Intendant of Justice, Police and Finance, we find a formal judgment rendered by him bearing date the 2nd May, 1736, prohibiting any trading with the Indians in the Seigniorie, Terre Ferme de Mingan. (3 *Edits et C.ordonnances*, page 315, 8vo. edition.)

The following is a copy of this important document :

“ Jugement qui, sur la requête des Seigneurs et du Fermier de la Seignerie et Terre Ferme de Mingan, fait défenses au Sieur Brouague et tous autres, de ne traiter qu'avec les Sauvages qui se trouveront sur la concession de ce dernier, du deuxième mai, mil sept cent trente six.

“ Gilles Hocquart, Etc..

“ Vu la requête à nous présentée par le Sieur Volant d'Haudebourg, contenant qu'étant sur le point de partir pour le poste de Mingan, dont il est propriétaire, tant parce qu'il a épousé la Demoiselle Marie Mars, veuve de feu Sieur Jolliet Mingan, que pour l'avoir affermé pour neuf années du Sieur François Bissot, bourgeois de cette ville, par acte par devant M. Barolet, notaire, en date du mars dernier; il aurait appris que le Sieur Martel de Brouague aurait formé le dessin de s'arrêter, et de faire descente au poste de Mingan, pour aller depuis le dit poste jusqu'à Labrador en canot, afin d'avoir lieu de faire la traite le long de son chemin et de débaucher les Sauvages du dit poste de Mingan, pour se les attirer à Labrador, ce qui ne lui serait pas difficile à faire, d'où il arriverait que le poste de Mingan se trouverait vide de sauvages, et que le suppliant, qui est obligé de faire de gros frais pour s'équiper dans le dit poste se trouverait hors d'état de satisfaire à ses engagements ;

“ Pourquoi il nous aurait requis qu'il nous plût faire défenses au dit Sieur Brouague et à tous autres de faire aucunes traites au dit lieu de Mingan et dépendances, et de débaucher les sauvages du dit poste pour

“ les attirer à Labrador ou ailleurs, sous telle peine et amende qu'il nous  
 “ plaira arbitrer et permettre au suppliant de faire lire, publier et afficher  
 “ l'ordonnance qui interviendra, partout où besoin sera, à ce que personne  
 “ n'en puisse prétendre cause d'ignorance ;

“ La requête signée “ Volant d'Haudebourg ” au bas de laquelle  
 “ est notre ordonnance, en date du dix-neuf avril dernier, portant, soit  
 “ communiqué au Sieur Brouague, pour en venir devant nous le lendemain,  
 “ à dix heures du matin ;

“ La signification des dites requête et ordonnance, faite au Sieur  
 “ Brouague par Clesse, huissier, en date du vingt du dit mois d'avril, avec  
 “ assignation à comparaitre pardevant nous au dit jour, etc. ;

“ Les parties ayant comparu, icelles onies, et après que par le dit Sieur  
 “ de Brouague a été dit qu'il n'entend point traiter avec d'autres sauvages  
 “ qu'avec ceux qui sont et qui viennent sur sa concession et sur celle  
 “ appartenant au Sieur La Valtrie, à vingt-deux lieues de la baie Phelypeaux,  
 “ qu'il a affirmée du dit Sieur La Valtrie, et que ce n'est uniquement que  
 “ pour arriver plutôt chez lui qu'il prend le parti de s'y rendre en chaloupe ;  
 “ Nous avons donné acte au Sieur Volant de la déclaration du dit Sieur de  
 “ Brouague, en conséquence, faisant défenses au dit Sieur de Brouague et  
 “ à tous autres de traiter avec les sauvages, autres que ceux qui se trouve-  
 “ ront sur leurs concessions, à peine de tous dépens, dommages et intérêts.  
 “ Mandons, etc.

Fait à Québec, le deux mai mil sept cent trente-six.”

(Signé), HOCQUART.

By deed of lease before Panet and colleague, dated the 18th October, 1771, the proprietors of the Seigniorie of the *isles et islets de Mingan* and of the island of Anticosti leased this property from Cape Cormorant to the Bay Espagnols or Bay Phelipeaux. The following are extracts from this deed :

“ Par-devant les notaires publics de la province de Québec, y résidant  
 “ soussignés, furent présents, François Joseph Cugnet, écuyer, seigneur de St.  
 “ Etienne, au nom et comme ayant épousé Demoiselle Josephite de Lafontaine,  
 “ et comme chargé du pouvoir de Joseph de Lafontaine ; François Lévesque,  
 “ écuyer, au nom et comme chargé de la procuration de Gilles de Lafontaine ;  
 “ Pierre Marcoux, au nom et comme chargé de la procuration d'Antoine de  
 “ Lafontaine, faisant tant pour eux et se portant fort pour Marie de Lafontaine,  
 “ Madeleine de Lafontaine et François de Lafontaine, auxquels ils promettent

" de faire ratifier les présentes, tous seigneurs et propriétaires par indivis d'une  
 " moitié comme héritiers de feu Louis de Lafontaine, leur père légataire, et  
 " héritiers de Jacques de Lalande, et des deux vingtièmes deux tiers dans  
 " l'autre moitié comme usufruitiers de la part de la baronne de Castelneau  
 " de la seigneurie des isles et islets, de Mingan, situé au Nord, dans le fleuve  
 " et golfe St. Laurent, depuis le Cap des Corps Morants et qui se suivent  
 " jusqu'à l'anse aux Espagnols ou Baie Phelippeau, vulgairement appelée  
 " Labrador ; Veuve Volant d'Hautebourg, en qualité d'usufruitière, comme  
 " épouse en premières noces, de défunt Jolliet Mingan ; et Gabriel Tusche-  
 " reau, écuyer, faisant tant pour eux et se portant fort pour veuve de Lagor-  
 " gendière ; Joseph Deschambault, écuyer ; Duty Desauviers, comme ayant  
 " épousé Demoiselle Thomas de Lagorgendière ; Rigaud de Vandrenil, écuyer  
 " comme ayant épousé Demoiselle Lisette de Lagorgendière, Mrs. Marin,  
 " écuyer, comme ayant épousé Demoiselle Charlotte de Lagorgendière ; et  
 " Ignace Fleury de Lagorgendière au nom et comme héritiers de défunte  
 " Claire Jolliet auxquels ils permettent de faire ratifier les présentes, et aussi  
 " comme représentant les héritiers du défunt Jolliet Anticosti, au nom et  
 " comme créancier par obligation du dit Jolliet Anticosti, tous seigneurs et  
 " propriétaires par indivis du restant de l'autre moitié de la dite Seigneurie  
 " des isles et islets de Mingan, et aussi comme seigneurs et propriétaires de  
 " la seigneurie de l'isle d'Anticosti située à l'embouchure de la dite rivière  
 " et golfe Saint Laurent, propriétaires chacun d'eux pour leurs parts et por-  
 " tions comme héritiers de Jacques de Lalande et Louis Jolliet propriétaires  
 " chacun pour moitié de la dite seigneurie des isles et islets de Mingan, en  
 " vertu du titre de concession qui leur en a été accordé par Messieurs De  
 " Frontenac et Duchesneau, Gouverneur-Général et Intendant de la Nouvelle  
 " France, le dix mars de l'année 1679, ratifié par Sa Majesté très chrétienne  
 " le vingt neuf mai 1680, et aussi pour leurs parts et portions comme  
 " héritiers de Louis Jolliet, propriétaire de la seigneurie de l'isle d'Anticosti,  
 " en vertu du titre de concession qui lui en a été accordé par mes dits Sieurs  
 " De Frontenac et Duchesneau, dans le mois de mars de l'année 1680, ratifié  
 " par Sa Majesté très chrétienne le vingt neuf mai de la dite année. Les  
 " dites deux seigneuries situées dans l'étendue de pays reconnu appartenant  
 " à la Couronne de France par l'article 13 du traité de paix conclu à Utrecht le  
 " 11 Avril 1711. Les dits deux titres et ratifications dûment enrégistrés  
 " dans les Régistres des insinuations du Conseil Supérieur, à celui numéro  
 " B., folios trois et quatre, et dont ils ont toujours jouis paisiblement et sans  
 " aucune interruption, depuis les dites années 1679 et 1680, et sur lesquelles  
 " dres deux seigneuries leurs ancêtres ont toujours tenu feu et lieu, et y  
 " ont fait depuis le dit tems la pêche sédentaire et tuerie de loups marins,  
 " tant par eux-mêmes que par leurs fermiers. Lesquels parties, ont par ces

" présentes volontairement donné à titre de bail à ferme pour le tems et  
 " espace de quinze années consécutives, et dévolues, à compter du 1er août  
 " de l'année prochaine, 1772, jour auquel ils entreront en jouissance, jusqu'à  
 " pareil jour de l'année que l'on comptera 1788, à l'honorable Thomas Dunn  
 " et Guillaume Grant, écuyers, à ce présents et acceptant, preneurs pour eux  
 " leurs hoirs et ayans cause pendant les dites quinze années au dit titre de  
 " bail à ferme, la dite seigneurie des isles et islets de Mingan, depuis le Cap  
 " des Corps-Morans, et qui se suivent, jusqu'à l'Anse des Espagnols ou Baie  
 " Phelippeau, vulgairement appelée Labrador." Here follows a statement of  
 the rent to be paid, and then the following : " Trois pour cent sur le produit  
 " entier des huiles et peaux de loup marins, que les dits preneurs exploite-  
 " ront ou feront exploiter dans les dites deux seigneuries, soit par eux ou par  
 " d'autres de Redevance en nature, ainsi qu'il a été fixé par le Règlement  
 " de Messieurs de Beauharnois et Hocquart, Gouverneur-Général et Inten-  
 " dant, fait en conséquence des ordres du Roi, Sa Majesté, très Chrétienne,  
 " en date du 4 octobre 1743, enregistré au Régistre des Jugemens d'Inten-  
 " dants, numéro 21, folio 99, verso, etc."

On the 1st of June 1772, by deed executed before Panet and colleague,  
 notaries, Marie Bissot, widow of the late François Védérique, sold to Thomas  
 Dunn, described as one of the Judges of the Prerogative Court of Quebec,  
 one fourth of the Seigniorship of Mingan, under the following description :  
 " C'est-à-savoir, le quart appartenant à la dite dame veuve Védérique dans  
 " la Seigneurie et fief de Mingan, ci-devant affermé à Monsieur Isbester, et  
 " par lui cédé à sa veuve à mon dit Sieur Dunn et compagnie, et à eux  
 " affermé, avec tous les droits de cens, rentes seigneuriales, traite avec les  
 " sauvages, part de bâtimens construits sur la dite seigneurie. Et enfin  
 " généralement tous les droits et prétentions que la dite venderesse a dans  
 " la dite seigneurie comme héritière pour un quart de feu Monsieur Fran-  
 " çois Bissot, et Dame Marie Lambert Dumont, ses père et mère."

After the passing of this deed, the late Thomas Dunn obtained saisine  
 and possession of one fourth of the fief and Seigniorship of Mingan from the  
 Crown, as appears from the following receipt of the Deputy Receiver Gene-  
 ral, written upon a notorial copy of the deed :

" Received of Thomas Dunn, eight pounds, six shillings and eight  
 " pence currency, being the *quint* due to His Majesty, the third abated as  
 " customary, on the foregoing purchase of the rights by succession of Mrs  
 " Mary Bissot, widow Védérique in the Seigniorship of Mingan. And I do  
 " hereby put the said Thomas Dunn, esq., in saisine and possession thereof.

" Quebec, 20th May, 1781.

" WILLIAM GRANT, D. S. G."

The following instrument, taken from the Public Records of the Province, known in the French law as an acte de notoriété, passed before two notaries at Quebec, on the 4th of October, 1776, proves an immemorial possession of the Seigniorship of the main land of Mingan by the heirs of François Bissot and Louis Jolliet :

“ Aujourd'hui quatre Octobre après midi, 1766, sont comparus devant les notaires à Québec, y résidants, soussignés.

“ A la réquisition de monsieur François, Joseph Cugnet, écuyer, seigneur de St. Etienne, au nom et comme ayant épousé demoiselle Marie, Joseph Bissot de Lafontaine, et de monsieur Jean Taché, bourgeois de la ville de Québec, au nom et comme ayant épousé demoiselle Marie Anne Jolliet de Mingan, tant en leurs noms que comme fondés de pouvoir des autres héritiers et co-seigneurs du fief et seigneurie de la Terre ferme de Mingan, (desquels les dits sieurs Cugnet et Taché se font forts, présents comme absents ; ) lesquels es-dits noms demeurants en cette ville.

“ TÉMOINS.—Messieurs Charles François Terrien, écuyer, Sieur de Lanau-dièrre de St. Louis, Michel d'Amours, écuyer, Sieur de Plaine, Midard Valette de Chevigny, Jean-Baptiste Amiot, Jacques Perrault, Louis Parent, Etienne Desaulniers, René Cartier, père, Michel Cûreux dit Saint-Germain, Barthélemy Cotton, Noël Voyer et Jean-Bte. Francheville, tous anciens bourgeois et notables de cette ville, y demeurants.

“ Lesquels sus-nommés, ont par ces présentes, déclaré et attesté aux dits notaires soussignés en présence que dit est, et à tous qu'il appartiendra, sincère et véritable, qu'ils ont une parfaite connaissance que les héritiers de François Bissot sont conjointement avec les héritiers de Louis Jolliet de Mingan, réellement propriétaires de la dite terre ferme de Mingan, communément appelée la seigneurie et poste de Mingan, et qu'ils en ont toujours joui paisiblement et sans interruption depuis un temps immémorial ; qu'ils ont toujours tenu feu et lieu, l'ont fait valoir et y ont fait faire la pêche et la traite avec les sauvages en vertu de titres primordiaux, que messieurs Cugnet et Taché, es-dits noms et qualités leur ont déclaré avoir été perdus, et dont ils ne peuvent avoir des copies à cause d'un incendie arrivé au Palais de cette ville le cinq janvier 1713, qui a consumé les voutes du Palais où étaient déposées les registres dans lesquels étaient enregistrés tous les titres de propriété des particuliers de cette colonie ; c'est pourquoi il se trouve une lacune dans les archives du conseil supérieur qui met les dits héritiers dans le cas de ne pouvoir produire aucuns titres originaux enregistrés dans les registres du dit conseil ; mais ils prouvent une possession immémoriale.

“ qui est bien suffisante, étant appuyée par le témoignage des douze notables et anciens bourgeois de cette ville sus-nommés, qui ont de plus affirmé et par surabondance, qu'ils se rappellent que les voutes du Palais où étaient enfermés les registres dans lesquels étaient enrégistrés les titres de famille ont été consumé par le feu le cinq janvier 1713, et qu'il est à présumer que les titres de propriété de seigneurie de la terre ferme de Mingun, faisaient partie des dits registres. Desquelles déclarations les dits sieurs Cugnet et Taché, ès-dits noms, ont requis acte aux dits notaires soussignés à eux octroyé pour leur servir et valoir, ce que de raison après lecture faite, et ont tous, les sus-nommés, signé avec les dits notaires.

“ Ainsi signé à la minute restée entre les mains de Saillant l'un des Notaires soussignés : F. J. Cugnet, Taché, René Cartier, De La Naudière, D. M. De Plaines, Francheville, Cureux, Perrault, Amiot, Chevigny, Voyer, E. Desaulniers, Parent, Cotton, Sanguinet, N. P., et Saillant, soussignés, ce qui la rend authentique.”

To the above the following certificate is subjoined :

“ Provincial Registrar's Office,  
Ottawa, 25th November, 1865

“ I hereby certify the within to be a true and faithful copy of the record of the original act of *notariété*, as entered in lib. A of Imperial Commissions and Miscellaneous Documents.

GEO. H. LARUE,  
Dep. Prov. Registrar.”

By deed of sale dated 20th November, 1777, executed before A. Panet and colleague, Delle, Magdelaine Belcourt de Lafontaine, daughter of the late Jacques Belcourt de Lafontaine, *Conseiller au Conseil Supérieur de Québec*, and of Charlette Bissot, deceased, sold to the said Honorable Thomas Danuher rights of inheritance in the islands of Mingun and in the *Terre Ferme* conceded to François Bissot de la Rivière, *par un titre qui n'a pu nous être représenté, mais qui a été dit être daté du 18 février 1662, etc.*

On the 21st of January 1779, James Shepherd, Esq., Sheriff of the District of Quebec, sold to William Grant, in virtue of an execution issued out of the Court of Common Pleas at Montreal, at the suit of Joseph Fleury Deschambault, Esquire, and others, against the goods and chattels, lands and tenements of Marie Josette Jolliet Anticosti, widow of Pierre Sert and Charlotte Jolliet Anticosti, widow of Vital Caron, and other coheirs, in the succession of the said Charles Jolliet d'Anticosti, and Jane Lemelin, deceased, undivided portions in several seignories, and among others, the share of the

said Charles Jolliet d'Anticosti in the seigniory of the main land of Mingan, as coheir of his mother, the late Claire Bissot d'Anticosti. For safe keeping this Sheriff's title was deposited with Berthelot d'Artigny on the 6th of August, 1784, by the said William Grant, Thomas Dunn and Peter Stuart.

On the 28th of May, 1781, Foi et Hommage was, in due form, rendered by proprietors of the Seigniories of *les îles et islets de Mingan*, the Seigniory of the *Terre ferme de Mingan* and Anticosti. In this document, which was received at the time and placed among the public records, the following is the description of Mingan :

“ Quant au fief et seigneurie de la terre ferme de Mingan, les dits com-  
 “ parans nous ont déclaré que cette seigneurie commence au Cap des Corps-  
 “ Morans, à la côte du Nord, jusqu'à la Grande Ance, vers les Esquimaux,  
 “ où les Espagnols faisaient ordinairement la pêche, sur deux lieues de pro-  
 “ fondeur, qui a été concédée par la compagnie le vingt-cinq février 1661 à  
 “ François Bissot de la Rivière, dont le titre est adhiré et qu'on croit avoir  
 “ été brûlé dans l'incendie du Palais d'Intendance il y a cinquante ou  
 “ soixante ans, mais dont ils jouissent depuis plus de cent ans sans aucuns  
 “ troubles ni empêchement, tant par leurs auteurs que par les fermiers à  
 “ qui ils ont loué et affermé la dite seigneurie pour y faire la pêche de loup-  
 “ marin et la traite avec les sauvages.”

By a deed of sale executed before A. Panet and colleague notaries, on the 12th October, 1781, François Belcourt de Lafontaine, a son of Jacques Belcourt de Lafontaine, a member of the Superior Council at Quebec, and of Charles Bissot, deceased, sold to François Joseph Cugnet, esquire, his brother-in-law, all his rights of inheritance, as well *en ligne directe* as collateral, “ dans les îles et islets de Mingan, anciennement concédés au  
 “ sieur Jacques de Lalande et Louis Jolliet, par un titre daté du 18 mars  
 “ 1679, and in the Terre Ferme formerly conceded to Mr. François Bissot de  
 “ la Rivière, par un titre qui n'a pu nous être représenté, mais qui a été dit  
 “ être daté du 18 février 1662, lesquelles îles et terre ferme sont indivises  
 “ entre les co-propriétaires, et sont situées au Nord du fleuve St. Laurent.”

By a deed of sale bearing date the 17th day of February, 1874, executed before A. Panet and colleague, notaries, between the vendors therein described, as follows :—

“ Nicolas Gaspard Boisseau, Ecuier, demurant actuellement à St.  
 “ Pierre, île d'Orléans, au nom et comme ayant épousé Dame Claire Jolliet  
 “ Mingan, pour laquelle il se fait et porte fort, l'autorisant de ratifier ces  
 “ présentes, et dont il s'oblige fournir la ratification d'hui en vingt jours,



" à peine contre lui de tous dépens, dommages et intérêts sous l'hypothèque  
 " de tous ses biens présents et à venir; le Sieur Jean Marie Allain, habitant  
 " de l'ancienne Lorette, comme fils aîné et l'un des donataires des biens de  
 " Sieur Noël Allain demeurant au dit lieu de l'Ancienne Lorette, et de  
 " Dame Marie Geneviève Jolliet Mingan, son épouse, ses père et mère,  
 " suivant la cession et abandon passés devant M. Geneste, notaire, en date  
 " du 4 juillet 1771, insinués le trente janvier 1782, encore le dit Sieur Jean  
 " Marie Allain comme se faisant et portant fort tant pour les dits Sieurs  
 " Noël Allain et Dame Marie Geneviève Jolliet Mingan, que pour le Sieur  
 " Pierre Allain, autre donataire avec lui ainsi que pour ses frères et sœurs  
 " intéressés en la donation sus-datée; desquels ses père et mère, frères et  
 " sœurs, le dit Sieur Jean Marie Allain se porte fort et s'oblige fournir, d'hui en  
 " vingt jours, la ratification des présentes, à peine contre lui de tous dépens,  
 " dommages et intérêts sous l'hypothèque de tous ces biens, spécialement  
 " de ceux désignés, et qui lui appartiennent en vertu de la dite donation.  
 " Les dites Dames Claire Jolliet Mingan, épouse de Monsieur Boisseau, et  
 " Marie Geneviève Jolliet Mingan, épouse du Sieur Noël Allain, filles et  
 " héritières par tiers du feu Sieur Jean Jolliet Mingan, second fils du feu  
 " Sieur Louis Jolliet.—Encore présent le Sieur Charles Tasché, demeurant à  
 " St. Thomas, côte du sud, tant en son nom que comme fondé de la procu-  
 " ration de Delle Angélique Tasché, sa sœur, fille majeure, demeurant à  
 " Déchambault, suivant la procuration passée devant M. J. Perrault,  
 " notaire, résidant à Déchambault le 14 de ce mois, quoique la date y ait  
 " été omise; la dite procuration certifiée sincère et véritable par le dit Sieur  
 " Charles Tasché, paraphé des notaires soussignés, et demeurée ci-annexée;  
 " s'obligeant, le dit Sieur Charles Tasché, de fournir la ratification des pré-  
 " sentes par la dite Demoiselle Angélique Tasché, d'hui en vingt jours;  
 " encore le dit Sieur Charles Tasché, comme curateur, à l'absence du Sieur  
 " Pierre Tasché, fils aîné, son frère, suivant l'acte, etc., et le dit Sieur Charles  
 " Tasché aussi se portant fort pour le Sieur Paschal Tasché, son frère, de  
 " présent à Chicoutimi, dépendances de Tadoussac, duquel il s'oblige fournir  
 " la ratification des présentes dans le cours de juillet prochain, à peine contre  
 " le dit Sieur Charles Tasché de tous dépens, dommages et intérêts et aussi  
 " présent, Demoiselle Marie Joseph Tasché, fille majeure, demeurant à l'Ancienne Lorette.

" Les dits Sieurs Pierre, Charles, Paschal, Marie, Joseph et Angélique  
 " Tasché, seuls enfans et héritiers chacun pour un cinquième de Dame Marie  
 " Anne Jolliet Mingan, décédée, veuve de Sieur Jean Tasché, laquelle dite  
 " Dame Marie Anne Jolliet était fille et héritière pour l'autre tiers du dit feu  
 " Sieur Jean Jolliet Mingan, second fils du dit feu Sieur Louis Jolliet  
 " Lesquels, etc."

And the purchasers in which deed, are described as follows :

" Thomas Dunn, écuyer, membre du Conseil Legislatif de la Province de Québec, et l'un des juges des Cours de Plaidoyés Communs et des Prérrogatives du district de Québec, demeurant en cette ville, et Pierre Stuart, écuyer, demeurant à Beauport, acceptant pour eux par moitié leurs hoirs et ayant cause, le dit honorable Thomas Dunn à ce présent."

By this deed the vendors sold 5-20ths and 3rds in the half of the whole of the *isles et islets de Mingan* therein described and also all their rights as descendants of Claire Bissot, who was the wife of Louis Jolliet, their grandfather, and greatgrandfather by reason of the share which the said Claire Bissot had, as a daughter of the said François Bissot, Sieur de la Rivière, in the said Seigniory of Mingan, which in this deed of sale is described as follows :

" La Terre Ferme du côté du nord du fleuve St. Laurent, district de Québec, à prendre depuis l'Ile-aux-Œufs, jusqu'à la baie des Espagnols, qui est Labrador, concédée au dit feu Sieur François Bissot, Sieur de la Rivière, leur ancêtre, par la Compagnie des Indes Occidentales, alors propriétaires du Canada, suivant le titre de concession de la dite Terre Ferme en date du 18 février 1662, que les cédans n'ont pu, quant à présent, exhiber, déclarant que le premier brevet en a été brûlé par l'incendie du Palais arrivée le 5 janvier 1712, quoique plusieurs actes de notoriété, et un arrêt d'intendant de ce pais du 30 décembre 1743, et la paisible possession que les cédans et leurs auteurs ont eu jusqu'à présent les ayant maintenus comme propriétaires pour leur part de la dite Terre Ferme."

This deed was followed by a ratification d'accord by Noël Allain, his wife and children, on the 3rd March, 1784, and by Madame Boisseau, on the 18th of the same month.

By deed of ratification executed before Deschenaux and colleague notaries public on the 17th December. 1787, Josephite Belcour de la Fontaine, wife of François, Joseph Cugnet, Esquire, ratified a deed made by the husband on the 18th January, 1786, to Thomas Dunn, William Grant and Peter Stuart of her share in the Seigniory of the islands of Mingan, and in the Seigniory of the Terre Ferme.

On the 12th December, 1789, by deed executed before Deschenaux and colleague between the parties thereto, described as follows: "*L'Honorable William Grant, écuyer, demeurant en cette ville de Québec, rue des Fauvres, et Dame Marie Anne Catherine Fleury Déchambault, Baronne Douai*

"rière de Longueuil, son épouse, du dit Sieur son mari autorisée à l'effet des présentes ; encore le dit honorable *William Grant*, au nom, et comme se portant fort pour les héritiers *Fleury Déchambault*, représentant Dame Claire Joliette, conjointement avec la dite Dame Grant de la première part, l'honorable *Thomas Dunn*, écuyer, demeurant en cette ville, rue St. Louis, de la seconde part et Peter Stuart, écuyer, demeurant en cette ville, rue St. Pierre, de la troisième part," an adjustment of accounts upon the several purchases made by the co-proprietors was made.

There was published, in the year 1803, an official statement of the different titles of the ancient concessions of land *en fief et seigneurie* in Lower Canada, taken from the Registers in the Provincial Secretary's office, by William Vondenvelden, formerly Assistant Surveyor General of the Province and Louis Charland, Provincial Surveyor, certified to be correct by Sir George Pownall, then Secretary and Registrar. This work was dedicated to His Excellency Robert Prescott, Governor General.

From this work the following is an extract shewing the boundaries of this Seignioriy :

"Terra ferma de Mingan. Concession du 25 février 1661, faite par la compagnie au Sieur François Bissot de la Rivière, de la terre ferme de Mingan ; à prendre depuis le Cap des Cormorans, à la côte du Nord, jusqu'à la Grande Anse vers les Esquimaux ou les Espagnols font ordinairement la pêche sur deux lieues de profondeur."

In a topographical description of the Province of Lower Canada by Joseph Bouchette, Esquire, Surveyor General of the Province, published in London in the year 1815, the Seignioriy of Terra Firma of Mingan is described as "extending from Cape Cormorant, along the northern shore of the Labrador Channel to Goynish river, granted, February 25th, 1661, to sieur François Bissot." p. 566. And at page 31 of appendix it is described as follows : "Terra Firma de Mingan. Concession du 15 février 1661, faite par la compagnie au Sieur François Bissot de la Rivière de la terre ferme de Mingan ; à prendre depuis le Cap des Cormorans, à la côte du Nord, jusqu'à la Grande Anse vers les Esquimaux, où les Espagnols font ordinairement la pêche, sur deux lieues de profondeur."

It may be observed that the Surveyor General inadvertently gives as the Eastern boundary the river Goynish in the text of his work, while in his appendix, the correct description of the boundary is given in accordance with all previous public documents as the *Baie des Espagnols* near the Esquimaux, called also Phelippeau bay. This is repeated in Mr. Bouchette's

work on the British Dominions in North America, published in London in 1882, from which the following extract is made.

" *Mingan* or *Terra Firma de Mingan*, seigniory, extends from Cape Cormorant, along the northern shore of the Labrador channel, to the River Goynish, granted, February 25th 1661, to Sieur François Bissot. From Cape Cormorant to Ance Sablon is the only part now contained in the Province of Lower Canada, and is in the Co. of Saguenay. The land is very indifferent and wholly uncultivated, indeed unfit for agriculture. The group of islands lying off the shore, called the Mingan islands, are advantageously situated for carrying on the fisheries, and were conceded, March 10, 1677, to Messrs. Lalande, jur., and Louis Jolliet.

" *Titre Terra Firma de Mingan*. Concession du 25ème Février 1661, faite par la compagnie au Sieur François Bissot, de la Rivière de la terre ferme d' *Mingan*, à prendre depuis le Cap des Cormorans, à la Côte du Nord, jusqu'à la Grande Ance vers les Esquimaux, où les Espagnols font ordinairement la pêche, sur deux lieues de profondeur."

The Bay des *Esquimaux*, as shewn in the map of *Monsieur N. Bellin*, *Ingénieur de la Marine*, of France in 1744, to be found in the first volume of Charlevoix's history, published in the same year, is a very short distance to the west of the Baie Phelippeau, or as called in various of the public instruments already referred to, the *Baie des Espagnols*.

The first notice to be found of the *Baie des Esquimaux*, after the cession of the country by France to Great Britain is in the Proclamation of the 7th of October, 1763, by which all the coast of Labrador, from the river St. John's to Hudson's straits, together with the islands of Anticosti, and Madeleine, and all smaller islands lying upon the said coast, were put under the care and inspection of the Governor of Newfoundland. We next find more particular mention of this tract of country in the instructions for Sir James Murray, Governor of the Province of Quebec, dated 7th December, 1763. "Justice and equity," these instructions state, "demand that the real and actual property and possessions of the Canadian subjects on that coast should be preserved entirely, and that they should not be molested or hindered in the exercise of any sedentary fisheries they may have established there."

The Imperial Act 14 Geo. 3, c. 83, (1774,) commonly called "the Quebec Act" annexed the Country which from the 10th of February 1763, had made part of the Government of Newfoundland to the Province of Quebec. By the statutes of the Imperial Parliament 49 Geo. 3, c. 27, and 5 Geo. 4,

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c. 67, the coast of Labrador from the river St. John to Hudson's straits, and the Island of Anticosti all the adjacent islands, except the islands of Madeleine, were annexed to and made to form part of the Government of Newfoundland. But by the statute 6. Geo. 4, c. 59, s. 9, so much of the said coast as lies to the west-ward of a line to be drawn due north and south from the bay or harbor of *Ance Sublon*, included as far as the 52nd degree of North Latitude with the island of Anticosti, and all other islands adjacent to such part, as last aforesaid are re-annexed to and made a part of the Province of Lower-Canada. In Mr. Bouchette's first mentioned work, (1815,) he states that "from Cape Cormorant to St. John's river" was the only part of the Seigniory of Terra Firma of Mingan then in Lower-Canada, and this may account for his having limited the Seigniory to the river Goynish.

The posts occupied by the proprietors through their lessees the Hudson's Bay Company, are to be found distinctly marked on a map, compiled by *Joseph Bouchette*, esquire, the "present Deputy Surveyor General of Lower-Canada, from the latest and most approved astronomical observations, authorities and Surveyors." These posts are to be found mentioned on this map at various points between Cape Cormorant and the Bay des Esquimaux, as follows:

Mingan.....	
Quetachoo, Manicougan Bay.....	(Oydhcehou.)
Nabessepi River.....	(Napisipi.)
Natashquan River.....	(Natachguoin.)
Kegashka.....	(Quegasca.)
Mus-quarro.....	(Nas-quiron)
Washsheecoutai Bay.....	
Clonianosheebo.....	
Coacocho Bay.....	
Esquimaux Bay.....	

While the text of the useful work of the Surveyor General, the late Mr. Bouchette, refers to the river Goynish as the eastern boundary of the Seigniory of Mingan, the present Deputy Surveyor General, gives on his map as the eastern boundary the river Kegashka mentioned in the map in *Charlevoix* as the *Quegaska*, at which as is above mentioned, the proprietors have one of their stations.

The map of the present Deputy Surveyor General was originally published by him in 1846, and a new edition in 1852, in both of which the Kegashka river is stated to be the eastern boundary.

William Sax Provincial Land Surveyor, on the 18th of February, 1829, was examined before a Committee of the House of Assembly of Lower Canada, and at the request of the committee, produced a figurative plan of the river St. Lawrence and its principal tributary streams from Kingston, in Upper Canada, to Ance Blanc Sablon, on the Labrador coast, then the eastern extremity of the Province of Lower Canada. This plan exhibited also the Seigniories in Lower Canada, including the Seigniory of Terra Firma of Mingan, and the Seigniory and island of Anticosti.

The western limits of the Seigniory of Mingan, in this as in all other public documents, will be found at some distance to the east of Natashquan river, and clearly below the Kegashka.

Very much the same limits of the Seigniory of Mingan or Terra Firma are given by the Commissioner of Crown Lands, the Honorable Joseph Cauchon, in a Map of Lower Canada, published at Toronto, on the 12th of March, 1857, and annexed to his report laid before the Legislature of Canada.

Previous to the 1st of February, 1806, Mr. Matthew Lymburner, a merchant at Quebec, purchased the Seigniory of the Isles et Islets de Mingan and upon his property being brought to sale by the Sheriff of the District of Quebec, the Attorney General for the time being, the Honorable Jonathan Sewell afterwards Chief Justice of Lower Canada, filed with the Sheriff an opposition for the Crown dues as mutation fines upon the several purchases made by Mr. Dunn and the other proprietors of the fiefs and Seigniories of the Isles et Islets de Mingan and of the Seigniory of the *Terre Ferme de Mingan*, and it being difficult to establish the amount of the Quint due to the Crown upon the several deeds of distinct and separate portions of the Seigniories a reference to a skilful advocate, Mr. Panet, afterwards Speaker of the House of Assembly of Lower Canada was agreed upon by the Attorney General on behalf of His Majesty King George the Third and the proprietors.

The following is the deed of reference :

“ Pardevant les Notaires publics en la Province du Bas-Canada, rési-  
 “ dants à Québec, soussignés, furent présents l'Honorable Thomas Dunn,  
 “ Président de cette province et Administrateur du Gouverneur d'icelle,  
 “ demeurant en son hôtel, rue St. Louis, en la haute-ville de Québec, et  
 “ Monsieur Mathieu Lymburner, négociant à Québec, ci-devant en société  
 “ avec feu Sieur John Crawford, sous les noms de Lymburner et Crawford ;  
 “ encore Monsieur Jean Guillaume Woolsey, encanteur et courtier, à Qué-  
 “ bec, au nom et comme curateur à la succession vacante du dit John Craw-  
 “ ford. Lesquels, pour faciliter le cour des affaires de la masse des dits

February, 1829,  
Assembly of Lower  
Executive plan of  
from Kingston,  
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of Natashquan

or Terra Ferma  
Honorable Joseph  
on the 12th of  
ture of Canada.

Lymburner, a  
lets de Mingan'  
of the District  
Honorable Jonathan  
the Sheriff an  
eral purchases  
Seigniories of  
Terre Ferme de  
Quint due to  
portions of the  
wards Speaker  
y the Attorney  
the proprietors.

-Canada. rési-  
Thomas Dunn,  
neur d'icelle,  
de Québec, et  
nant en société  
et Crawford ;  
urtier, à Qué-  
dit John Craw-  
masse des dits

" Sieurs Lymburner et Crawford, suspendu par une opposition logée entre  
" mains des Shérif de ce District par Jonathan Sewell, écuyer, Procureur-  
" Général de cette Province, afin de conserver sur le prix de la vente par  
" décret de certaines parts des Seigneuries des Isles et Islets de Mingan et  
" de la Terre Ferme de Mingan, les droits de Quint ou autres qui peuvent  
" être dûs à Sa Majesté par les dits Lymburner et Crawford et le dit Hono-  
" rable Thomas Dunn, ont, par ces présentes, nommé et appointé Jean  
" Antoine Panet, écuyer, avocat, à Québec, auquel ils donnent pouvoir de  
" régler le montant des dits droits, que chacune des dites parties doit res-  
" pectivement sur les objets susmentionnés, promettant et s'obligeant s'en  
" rapporter entièrement au dit M. Panet, avocat, qui délivrera le dit compte  
" ainsi réglé d'hui en deux mois. Et par ces présentes, le dit Honorable  
" Thomas Dunn, et les dits Sieurs Mathieu Lymburner et John William  
" Woolsey, savoir : le dit Honorable Thomas Dunn en son nom, et les dits  
" Lymburner et Woolsey, savoir : le dit Lymburner et Crawford, et aussi  
" en leurs propre et privé noms, et solidairement l'un pour l'autre, un  
" d'eux seul pour le tout, promettant et s'obligeant payer et acquitter au  
" Receveur-Général de cette Province, le montant des droits par eux dûs  
" respectivement, et chacun pour la part et portion qui sera déterminée par  
" le dit M. Jean Antoine Panet, écuyer, avocat, et ce quinze jours après que le  
" dit M. Panet les aura réglés. A ce faire était présent, Jonathan Sewell,  
" écuyer, Procureur-Général en cette Province, demeurant en la Haute-  
" Ville de Québec, rue St. Louis. Lequel en sa dite qualité a par ces pré-  
" sentes, accepté pour Sa Majesté la présente promesse et obligation, et au  
" moyen de laquelle promis lever immédiatement l'opposition sus-men-  
" tionnée.

" Car ainsi, le promettant et obligeant, etc., fait et passé à Québec, en  
" l'hôtel du dit Honorable Thomas Dunn, l'an 1806, le 1er février après-  
" midi ; et ont les parties, signé, lecture faite. Signé à la minute demeurée  
" en l'étude de M. Planté, l'un des dits notaires. Thomas Dunn, M. Lym-  
" burner, J. W. Woolsey, J. Sewel, R. Lelièvre, not. pub., et du notaire  
" soussigné, J. H. Planté.

On the 16th of May 1806, the time for the liquidation and adjustment  
of the rights of the Crown had expired, and on that day the reference to  
Mr. Panet was, by deed before the same notary between the same parties,  
extended a further period of four months.

And on the 19th day of September, a further extension of the reference  
to Mr. Panet was consented to before the same notary until the 22nd of the  
same month inclusive, because in the language of this instrument, " les

" titres sur lesquels M. Jean Antoine Panet, écuyer, avocat, avait à régler  
 " les droits, n'ont pu être trouvés et expédiés des archives qu'après le délai  
 " fixé par le dit compromis et la prolongation expirées."

And on the 22nd of September, 1806, Mr. Panet who had by that time completed his researches among the public archives adjusted the seigniorial rights of the Crown as appears by the following award :

" Etat des droits de Quint dûs à Sa Majesté par l'honorable Thomas  
 " Dunn pour lui et Pierre Stuart, écuyer, ensemble, et par M. Mathew  
 " Lyburner, séparément, sur leurs acquisitions dans les fiefs de la Terre  
 " ferme de Mingan, des Isles et Islets de Mingan et de l'isle d'Anticosti.

" Dressé par M. Jean Antoine Panet, avocat, à Québec, en conséquence  
 " du compromis passé devant M. J. Plante, Notaire, du 1er Février, et des  
 " actes étant ensuite, des seize mai et dix neuf septembre 1806, dont minute  
 " restée en l'étude du dit notaire."

#### TITRES DES DITS FIEFS.

Février 1661.

" Concession de la terre ferme de Mingan au Sieur. François Bissot de  
 " la Rivière, *vide* Registre des foies et hommages, No. 78, folio 355, et le livre  
 " des extraits des anciennes concessions en fief imprimé à Québec en 1803,  
 " page 69.

Mars 1679.

" Concession des isles et islets de Mingan à Messieurs Jacques De  
 " Lalande et Louis Jolliette enregistré au conseil de Québec selon l'arrêt du  
 " 24 Octobre 1680, en conséquence de l'arrêt du conseil d'Etat du Roi du  
 " 29 mai même année portant confirmation Royale."

Mars 1680.

" Concession de l'Isle d'Anticosti à M. Jolliet. Vide le dit livre d'ex-  
 " traits imprimé page 184.

Avril 1725.

" Acte de foi et hommage des trois fiefs y énoncés rendu au Roi par M.  
 " Joseph Fleury de la Gorgendière, comme ayant épousé demoiselle Claire  
 " Jolliet, fille et héritière du dit Sieur Louis Jolliet, et de Dame Marie  
 " Claire Bissot son épouse.

18 Avril 1725.

" Aveu et dénombrement des dits fiefs.



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 PROPRIÉTAIRES ACTUELS.

" Moitié à feu M. William Grant, tant comme ayant épousé Dame Marie  
 " Anne Catherine Fleury Deschambault, descendante des Sieurs Bissot et  
 " Jolliet, premiers concessionnaires qu'ayant acquis de ses co-héritiers des  
 " parts propres à la dite Dame, et jouissant du résidu de la dite moitié pour  
 " ce qui concerne les co-héritiers Fleury, Deschambault et autres, ainsi qu'il  
 " est expliqué par le contrat de déclaration et de division passé deyant  
 " Mtre. Ls. Deschenaux, notaire, le 12 décembre 1789, qui cite leurs titres  
 " et qualités.

" Un quart acquis par Monsieur Thomas Dunn, savoir :

1 juin 1772.

" Devant feu M. Claude Panet, notaire, vente par Dame Marie Bissot,  
 " veuve de M. Thomas Védérique,, au prix de quinze cent livres de vingt  
 " sols. cy..... 1,500 0 0

20 Novembre 1777.

" Mtre. A. Panet, Notaire, Cession de droits successifs indivis par Dlle.  
 " Magdeleine Belcourt de Lafontaine, descendante de M. Bissot, concession-  
 " naire et représentant son frère légataire de M. Jacques de Lalande, aussi  
 " concessionnaire..... 1.500 0 0

18 Octobre 1781.

" Mtre A. Panet, Notaire, cession par M. François Belcourt de Lafon-  
 " taine à François Joseph Cugnet, écuyer, son beaufrère, de tous droits  
 " indivis moyennant £100 Halifax. Il n'en est dû, aucun quint, n'y ayant  
 " alors aucun partage entre les parties parentes et co-proprétaires néces-  
 " saires."

17 Février 1784.

" Mtre. A. Panet, Notaire. Vente par M. Boisseau, Dame Claire Jolliet  
 " Mingan, son épouse, et autres descendants des concessionnaires, à Mes-  
 " sieurs Thomas Dunn, et Pierre Stuart, par moitié indivis entr'eux au prix,  
 " etc..... 12.000 0 0

6 Août 1784.

" Mtre. Berthelot Dartigny, Notaire. Acte de dépôt de l'adjudication  
 " faite par le Shériff du 21 Janvier 1779 à M. Wm. Grant, des droits de  
 " Marie Jolliet Anticosti et autres co-héritiers, au prix de 12,7000, portant

"déclaration par M. Grant que la dite adjudication était moitié pour lui,  
 "un quart pour M. Dunn, et un quart pour M. Pierre Stuart. Or Messieurs  
 "Dunn et Stuart, non co-proprétaires nécessaires en ce cas, doivent payer  
 "le quint sur la moitié du prix." ..... 6,350 0 0

18 Janvier 1786.

"Mtre. A. Panet, notaire, Cession par M. François Joseph Cugnet,  
 "comme ayant épousé Dame Joseph Belcourt de Lafontaine, à Pierre Stuart,  
 "écuyer, et aux honorables William Grant et Thomas Dunn, chacun pour un  
 "tiers indivis de tous les droits successifs indivis des héritiers de Lafontaine  
 "et Bissot y énoncés, moyennant 10,000. Mais le contrat de déclaration  
 "et de division passé entre les dits acquéreurs devant Mtre. Ls. Deschénau,  
 "notaire, le 12 décembre 1789, constatant que M. William Grant était pour  
 "moitié au lieu d'un tiers, dans leurs acquisitions, la moitié de M. Grant  
 "ne paraît devoir de Quint à cause de Dame Marie Anne Catherine Fleury  
 "Déchambault, son épouse, descendante des Sieurs Bissot et Jolliet, conces-  
 "sionnaires et co-proprétaires nécessaires de droits indivis entre elles et les  
 "co-héritiers, même les descendants du sieur Jacques de Lalande, aussi con-  
 "cessionnaire par indivis. Et les deux autres quarts de Messieurs Dunn et  
 "Stuart, nouveaux acquéreurs, doivent le quint sur leur acquisition, quoi-  
 "qu'ils n'en doivent pas sur la cession de l'un à l'autre après qu'ils sont  
 "devenus co-acquéreurs de droits indivis-cy.....5,000.00

22 Juin 1789.

"L'autre quart, cédé par M. Pierre Stuart à Monsieur Thomas Dunn,  
 "devant Mtre. Ls. Deschenaux, notaire, échangé entre eux, par lequel en  
 "contr'échange de trois emplacements, maison etc., en la basse-ville de  
 "Québec, rue St. Pierre, relevant du Séminaire, moitié échangée et moitié  
 "vendue, Monsieur Pierre Stuart et son épouse cédant à titre d'échange à  
 "M. et Madame Dunn, tous les droits indivis dans les isles et islets de  
 "Mingan, tant en fonds que revenus et accessoires qui seront constatés par  
 "le partage à faire, une petite partie exceptée des isles et islets de Mingan,  
 "terre ferme de Mingan et de l'isle d'Anticosti, non comprise dans le dit  
 "échange, ce que le contrat de déclaration et de division du 12 décembre  
 "1789 paraît expliquer. Laquelle cession par le dit échange est faite  
 "moyennant £250 d'Halifax, de Soutte et Retour, en faveur de M. et Madame  
 "Dunn. Comme les droits indivis dans Mingan et les revenus d'iceux  
 "avaient été acquis par Messieurs Dunn et Stuart, par moitié indivise de  
 "M. et Madame Boisseau et autres, selon la vente du 17 février 1784, déjà  
 "chargé de quint, il n'est dû ni quint ni droit d'échange pour la cession  
 "que M. Stuart en a fait à M. Dunn, co-acquéreur et co-proprétaire avec  
 "lui.

moitié pour lui,  
Or Messieurs  
doivent payer  
..... 6,350 0 0

vier 1786.

Joseph Cugnet,  
Pierre Stuart,  
chaque pour un  
de Lafontaine  
de déclaration  
s. Deschénau,  
tant était pour  
de M. Grant  
erine Fleury  
colliet, conces-  
re elles et les  
de, aussi con-  
eurs Dunn et  
ision, quoi-  
s qu'ils sont  
..... 5,000.00

ain 1789.

Thomas Dunn,  
par lequel en  
asse-ville de  
ée et moitié  
d'échange à  
et islets de  
onstatés par  
de Mingan,  
dans le dit  
12 décembre  
age est faite  
L. et Madame  
enus d'iceux  
e indivise de  
r 1784, déjà  
r la cession  
riétaire avec

" Total des prix des acquisitions faites par Messieurs Dunn et Pierre	
" Stuart, qui doivent le quint.....	26,350 0 0
" Le quint monte à.....	5,3000
" Dont un tiers peut-être déduit.....	1,766 68
" Reste à payer par Monsieur Dunn, pour lui et pour M. Pierre Stuart.....	£3,533 13 4
" Egal à l'argent du cours du Bas-Canada.....	£ 147 13 0½
" Enfin M. Mathieu Lymburner pour ses acquisitions.	

" 15 Mai 1788.

" M<sup>re</sup>. J. Pinguet, notaire. Cession par M. Joseph Belcour de Lafon-  
taine et son épouse de tous ces droits successifs indivis dans les isles et  
" islets de Mingan et dans la Terre Ferme, moyennant.....£333 6 8

31 Décembre 1792.

" M <sup>re</sup> . Ls. Dechenaux, Notaire. Vente par l'honorable	
" Thomas Dunn et Dame, son épouse, à M Mathieu Lymburner,	
" de tous leurs droits dans la seigneurie des isles et islets de	
" Mingan, fruits et revenus y énoncés, avec les revenus de	
" 3 pr. cent des vendeurs depuis la pêche de l'année 1791	
" inclusivement, moyennant, cy.....	£1,050
" A déduire pour les revenus qui ne doivent pas	
" de quint, cy.....	50
Reste.....	£1,000 cy. 1,000 0 0
	£1 333 6 8
" Dont le quint est.....	266 13 2
" Un tiers à déduire par remise.....	88 17 8½
" Reste dû par Monsieur Mathieu Lymburner.....	177 15 5½ cy
" Total des cours du Bas Canada	£325 8 6

" Délibéré à Québec, lundi, le 22e jour de Septembre avant midi, 1306,  
" en conséquence du compromis ci-devant mentionné par

(Signé.) A. PANET.

" Déposé pour minute à M<sup>re</sup> Planté, Notaire, par Jean Antoine Panet,  
" écuyer, avocat, suivant l'acte de dépôt de ce jour, 22 Septembre 1806, et  
" a signé. Signé à la minute demeurée en la dite étude—A. Panet, R. Le-  
" lièvre, Notaire public, et du Notaire soussigné.

" JH. PLANTÉ."

In 1802, the North West Company entered into arrangements for forming a new association to continue for twenty years from the year 1803. At the same time it became possessed of the "Domaine du Roi" or "King's Posts" on the north side of the St. Lawrence, under a lease from the Crown. The contiguous properties of Mille Vaches and Mingan, the latter extending very near to the straits of Belle Isle, then in possession of and used by the proprietors for the purposes of trade, as had been the case for more than a century and a half before, became quite an object for the North West Company and by obtaining them they would exclude all competition in their trade along the coast as far as the Bay des Esquimaux. They accordingly, as, appears by the lease hereinafter next mentioned, entered into treaty with Mr. Grant, who for himself, and his co-proprietors, leased Mingan and the several posts upon it, and at the same time sold and delivered to the company their stock in trade at their several trading posts and gave up to them their wares, merchandise, houses, store, houses and other buildings at the several posts.

On the 9th of September, 1803, by deed of lease executed before Beek and colleague, notaries, at Montreal, between William Grant, of St. Roch, in the District of Quebec, Esquire, acting for himself and on the part, and behalf of Peter Stuart and Thomas Dunn, Esquires, residing in the City of Quebec, and Province aforesaid, proprietors of the undivided Seigniory of Mingan, that is to say, the said William Grant for one half, the said Peter Stuart for one quarter, and the said Thomas Dunn, for the remaining quarter, of the one part, and Simon McTavish, John Gregory, William McGillivray, Duncan McGillivray, William Holland and Roderick McKenzie, of the City of Montreal, merchants and co-partners in trade under the name, and firm of McTavish, Frobisher and Company, of the other part, the above mentioned William Grant for himself and his co-proprietors, leased to the above firm of McTavish, Frobisher & Company (better known as the North West Company,) for the period of nineteen years, to end on the 1st day of October, 1822, their Seigniory or Post of Mingan, in which were included the establishments or Posts of Cormorans, Mingan, Napensipen, (Nabessippi) and Masqueron, (the three last of which are marked on the map of Mr. Bouchette, Deputy Surveyor General, abovementioned) and all the stores, houses, and buildings thereon erected, &c. In the same lease it appears that the lessors who had down to that time, used the goods above mentioned, for the purposes of their trade with the Indians had also large stocks of goods at these posts on the Seigniory, for the disposal of which a special agreement was entered into between them and the Company.

At the expiration of this lease, viz: on the 13th June, 1825, the above named lessors and their representatives, (the share of Mr. William Grant, —one half,—having in the meantime, been acquired by Mr. Blackwood and Mr. Richardson) renewed the same, substituting the Hudson's Bay Company, as lessees until 1st October, 1862.

At the expiration of this lease in 1862 it was renewed from year to year, and the Hudson's Company still hold the Post of Mingan, under lease from the proprietors.

On the 9th of October, 1837, the titles abovementioned were formally recognized by Her Majesty's representative Lord Gosford, then Governor General, *Foi et Hommage* for the said fief and seigniory of Mingan or the *Terre Ferme de Mingan*, and for other seigniories held by the heirs Peter Stuart, was rendered and the loss of the original grant of the seigniory by fire was again admitted. The following are extracts from this formal recognition by the Crown of the titles aforesaid and of the grant of the Seigniory of the *Terre Ferme*, in 1661.

" Du neuf octobre mil huit cent trente-sept.

" En procédant à la confection du Papier Terrier du Domaine de la Reine dans la Province du Bas-Canada, est comparu au Château St. Louis de Québec, et pardevant nous Archibald Comte de Gosford, Baron Worlingham de Beules, dans le comté de Suffolk, Capitaine Général et Gouverneur en chef dans et sur les Provinces du Haut-Canada et du Bas-Canada, Vice Amiral d'icelles, et un des Très Honorables Conseillers de sa Majesté, etc., etc., etc. L'Honorable John Stewart, écuyer, un des membres du Conseil Législatif pour la dite Province du Bas-Canada, au nom et comme procureur spécial de Mary Stuart, James T. S. Stuart, écuyer, et William Taylor Peter Short, écuyer, tous en qualité d'héritiers de feu Peter Stuart, écuyer, seigneur et propriétaire du fief St. Joseph, d'un tiers indivis de la Seigneurie de Mille Vaches, et d'un quart indivis des fiefs et seigneuries de la Terre Ferme de Mingan et dans l'Isle d'Anticosti, suivant procurations, etc. Lequel Sieur comparant nous a dit qu'il vient pardevant nous pour rendre et porter au Château St. Louis de Québec Foi et Hommage lige que les dits constituants sont tenus de rendre à Sa Très Excellente Majesté la Reine Victoria, à cause des fiefs et seigneuries, et nous a représenté " pour titres de sa propriété, savoir : "

Here follows, as respects the Seigniory of Mingan, a recital of the principal documents and titles already referred to.

The description of the Seigniori itself is thus given : " The fief and Seigniori of the *Terre Ferme de Mingan* commencing at the Cape Des Corps Morans, on the North Shore going as far as the Great Bay towards the Esquimaux, where the Spaniards generally carried on their fishing, by two leagues in depth, which was conceded by the company on the 25th February, 1661, to the Sieur François Bissot de la Rivière, the title to which is lost and is supposed to have been burned at the fire of the Intendant's Palace about fifty or sixty years before, but of which Seigniori the parties had been in possession, without trouble or disturbance, through those from whom they derived title, and through their tenants, to whom they had leased and farmed the said seigniori for seal fishing and for the carrying on trade with the Indians, for more than one hundred years." This document concludes as follows : " Qui sont tous les titres que le dit Sieur comparant aux dits noms a dit avoir à nous représenter, nous suppliant qu'il nous plaise le recevoir aux dits noms à la Foi et Hommage lige du dit fief St. Joseph et des dites portions indivises des fiefs et seigneuries de Mille-Vaches, de la Terre Ferme de Mingan et de l'isle d'Anticosti, relevant en pleine fief de Sa Majesté, et à l'instant s'étant mis en devoir de vassal, tête nue, sans épée ni éperons, et un genou en terre, il aurait dit à haute et intelligible voix qu'il reindait et portait entre nos mains la Foi et Hommage lige que ces dits constituants sont tenus de rendre et porter au Château St. Louis de Québec, à Sa Très Excellente Majesté la Reine Victoria, à cause du dit fief St. Joseph et des dites portions indivises la seigneurie de Mille-Vaches, de la seigneurie de la Terre Ferme de Mingan et de l'isle d'Anticosti à laquelle Foi et Hommage nous l'avons reçu et recevons par ces présentes sauf les droits de la Reine en autres choses, et de l'autrui en toutes. Et le dit Comparant aux dits noms fait et souscrit entre nos mains le serment de bien et fidèlement servir Sa Majesté et de nous avertir et nos successeurs, s'il apprend qu'il se fasse quelque chose contre son service et s'est obligé aux dits noms de fournir ses aveux et dénombrement dans le temps prescrit par les lois, usages et coutumes de cette province, et de tout il nous a requis acte, ce que nous lui avons accordé et a signé avec nous.

GOSFORD,

Gouverneur en chef.

J. STEWART.

F. W. PRIMROSE.

G. P. J.

The above is extracted from the *Registre de foi et hommage* tome 4, p. 22, and certified by Joseph Laurin A. D. C.

The foregoing instrument is as formal and as binding a recognition of the grant of 1661, which was followed by the *Foi et Hommage* of 1668 and that of 1781, as it was possible for the Queen to give, and is an acknowledgment of title and possession from the year 1661 to the year 1837, a period of one hundred and seventy-six years. Added to this the period of time during which the proprietors of Mingan have since held possession of it, publicly, and in good faith, as seigniors, acknowledged as such by the Crown and the public, viz: from 1837 to 1867 a period of 30 years, gives an entire and complete possession of 206 years, which possession the proprietors continue to hold.

In a carefully prepared case on the part of the Seigniors of Lower Canada, submitted to the Judges for Lower Canada, under the Seigniorial Act of 1854, by Christopher Dunkin, M. A., Advocate, now the Honorable Treasurer for the Province of Quebec, the grant by the Company of New-France of the 25th February 1661, to François Bissot, Sr. de la Rivière, is adverted to, and the description there given is as described by Mr. Bouchette, a grant "De la terre ferme de Mingan, à prendre depuis le Cap des Cormorans à la côte du Nord, jusqu'à la Grande Ance vers les Esquimaux, où les Espagnols font ordinairement la pêche, sur deux lieux de profondeur." In the same case the grant by the Intendant Duchesneau, of the 10th of March, 1679, to Sieurs Jacques de Lalonde and Louis Jolliet, of the "Isles et Islets de Mingan, étant du costé du Nord, et qui se suivent, jusques à la Baie appelée l'Anse aux Espagnols," is also referred to.

The following is the certificate of Henry Judah, esquire, in his proceedings as Commissioner under the Seigniorial Tenure Act, under the heading of *Cadastré de la Seigneurie de Mingan*:

"Cadastré de la Seigneurie de Mingan.

"La Seigneurie de Mingan ou de Terra Ferma de Mingan est située dans le comté et district de Saguenay, et est toute non concédée; elle est de la contenance de cinquante lieues de front sur deux lieues de profondeur, à prendre depuis le Cap des Cormorans, jusqu'à la Rivière Goynish, formant une superficie de 705,400 arpents, et est bornée pardevant au fleuve St. Laurent, et en profondeur et des deux côtés au Domaine Public.

" PROVINCE DU CANADA, }  
 " BAS CANADA. }

" Je soussigné, Henry Judah, un des commissaires en vertu de l'acte  
 " Seigneurial Refondu, certifié avoir fait, conformément à la loi, le présent  
 " cadastre de la Seigneurie de Mingan ou de Terra Ferma de Mingan.

" Je certifie que la valeur totale de la dite Seigneurie se monte à la  
 " somme de soixante et dix-mille cinq cent quarante piastres... \$70,540 00

" Je décide qu'il n'y a aucune différence entre la valeur de cette  
 " Seigneurie en franc alleu roturier et sa valeur en fief, et que les droits de  
 " la Couronne dans la dite Seigneurie consistent dans le droit de Quint; et  
 " je certifie que le dit droit de Quint, compté en formant une année com-  
 " mune sur le Quint, accru dans le Bas-Canada, pendant les vingt-cinq  
 " années immédiatement antérieures à la passation de l'acte Seigneurial de  
 " 1854, et reparti sur la dite Seigneurie en vertu des dispositions du dit  
 " acte, se monte à une somme annuelle de cinquante deux piastres et  
 " quatre-vingt onze centins..... \$52 91

" Je constate, conformément à la 65e section de l'acte Seigneurial  
 " Refondu, que la valeur des droits de la Couronne dans la dite Seigneurie  
 " se monte partant à la somme de huit cent quatre-vingt une piastres et  
 " et quatre-vingt centins..... \$881 83

" Et maintenant je clos finalement le dit Cadastre. En foi de tout ce  
 " dessus, j'ai signé. Daté à Québec, ce 23 janvier 1864.

" HENRY JUDAH,  
 " Commissaire."

It is not and cannot be denied that a grant in 1661 was made, nor that Fealty and Hommage for the property thereby granted was rendered in 1668 for the whole extent of the Terre Ferme de Mingan from the King's Posts, joining Cape Cormorant, as far as the Bay Des Espagnols or Phelippeau Bay. It is equally certain that another seigniorial grant of a like extent was made eighteen years afterwards, by the Crown of France, along the same line and coast, of the *Isles et Islets de Mingan* to precise by the same place as the limits of the seigniority of the *Terre Ferme de Mingan* on the east, namely: the Bay des Espagnols. Indeed, it may be inferred that the original grant of Mingan was taken as a precedent for the grant of the *Isles et Islets de Mingan*. The dues under the latter were to be regulated by the Custom of Paris until further provision and so it may be presumed of the former also. It is quite certain too that from 1661 to 1733, François Bissot, and



his legal heirs or representatives held quiet and undisturbed possession of the property and the most public act to be had, the ordinance of 1733, establishes the fact, and further, the title also by the limitation which it contains.

But it is represented by the persons who have been referred to at the commencement of this statement, that this ordinance, or, as termed by them, [judgement de l'Intendant Hocquart] "*deprived the heirs Bissot of all their pretensions upon the North Shore.*" This ordinance (or judgment) was made on the 12th of May, 1733. If it had revoked the original grant, is it to be supposed, that three years afterwards the same Intendant would have given effect to it in his judicial capacity:—that upon the Statute Book of the country, the heirs Bissot would have been recorded so far back as one hundred and thirty years ago, as the Seigniors, and their tenant as the Fermier of the Seigniorship of the "Terre Ferme de Mingan;" that the Intendant would have recognized the title of Seigniors, and his tenant also to the same possession;—that the same Intendant would have enforced the title of the heirs Bissot to the Seigniorship, not only as far as Phelippeau Bay or the Bay des Espagnols; or would have protected them by preventing an approach within twenty leagues of it, or that the French Government would have continued the heirs and legal representatives in their possession of the Seigniorship until the cession of the country to Great Britain?

Again, if the assertion made by the persons already referred to, that the ordinance (Judgement de l'Intendant Hocquart,) "*deprived the heirs Bissot of all their pretensions on the North Shore,*" or in other words repealed the grant of 1661, is it to be supposed that the possession of the property in the representatives of the heirs of Bissot, would have been allowed to continue, or that Mr. Dunn would have purchased one fourth of it so shortly after the cession of the country, as the year 1772? That in 1779, the Sheriff of the District of Quebec would have been allowed by the Executive Government to take in execution and sell, at Sheriff's sale, a portion of the Seigniorship of the main land of Mingan, and afterwards take the mutation fines on the sale of the property? That in 1781, preparatory to the rendering of Fealty and Homage, the Seigniorial dues, the Quint, upon the purchase of 1772, would have been received by the Crown? That in 1781, Foi et Hommage would have been rendered, Sir James Monk afterwards Chief Justice being then Attorney General, by all the proprietors at the time, namely, by François Cugnet, as having married Marie Joseph de la Fontaine, Nicolas et François Lafontaine, William Grant and Thomas Dunn, as seigniors and proprietors of the Fief of Mingan? That the twelve persons above named, whose high standing is had in remembrance at the present day, deliberately

testified to a falshood when they made mention of the destruction of the public registers, and to the public possession of the heirs and representatives of Bissot and of the Terre Ferme de Mingan, as a fief and Seignior, known as the Seigneurie et Poste de Mingan, from a time that the memory of men went not to the contrary? That in a work published by Mr. Vondenvelden, Deputy Surveyor General of Lower Canada he would have stated that the Terre Ferme of Mingan was a seignior known by specific limits if it were not: and that Sir George Pownall, the Secretary of the Province, could have participated in a false statement, or that the Governor General would have countenanced it? That so distinguished a lawyer as the late Chief Justice Sewell, when Attorney General of Lower Canada, could be so ill-informed as to sue for the mutation fines by the filing of an opposition for them upon a seignior that had no existence; or that a French lawyer of the high standing of Mr. Jean Antoine Panet did not know the difference between land held in fief and that held *en roturè*? That a person of the long experience, great skill, and one actuated by the strongest desire to give the most accurate state of the country, as was the late Colonel Bouchette committed so grave an error, as in two editions of his most useful work, to place the Seignior of the Terre Ferme de Mingan among the seigniories of Lower Canada, when it was not one? That the present Deputy Surveyor General could have been so ill-informed as to give the limits of the Seignior as a seignior with the Kegashka river as its eastern boundary, when it was not a seignior? That the House of Assembly in Lower Canada, in 1829, and the Legislative Assembly of Canada in 1837, twenty-eight years afterwards,—would have received and placed on journals, official maps, upon which a seignior having no legal existence was designated; or that the high officials from whom such maps proceeded could have committed any such mistake? That for sixty-three years after 1803, the Crown would have allowed the present proprietors of the Seignior to hold possession of the property as a seignior with their trading posts above named as their property, the initials of their lessees being marked, not only on the official maps of the country but on all public maps published within the present century?

If with such titles and such a possession as the proprietors of Mingan now have, either could be shaken by adventurers from any quarter, few titles in Lower Canada would be safe from attack. Any encouragement may be held out to such parties to benefit themselves by appropriating to their own use the lawful possession of property of any person without his consent, a right which the proprietors of Mingan cannot be deprived of, unless by the judgment of a competent legal tribunal.

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In addition to what precedes, it may be added that the rendering of Fealty and Homage alone, in 1837, thirty years since, without referring to the Cadastre of the Seigniorial commission, and even without the other foregoing overwhelming evidence, as to title and possession would be conclusive evidence as to the right of the proprietors to hold the Seignory of the Terre Ferme de Mingan, against any one who might attempt to disturb their title or possession.

In the language of the French law: "L'Acte de prestation de Foi et Hommage est un titre pour le Seigneur Féodal, mais c'est aussi un titre pour le vassal," and again. "L'Acte de Foi et Hommage suivi d'une possession de trente ans, est suffisant pour établir la féodalité contre le Seigneur." So far is this doctrine extended, that under the custom of Paris it has been considered that the mere act of Foi et Hommage, followed by a possession of thirty years, will convert the tenure "censuel" into the tenure "féodale."

In relation to the title of the Seignory of Mingan now in possession of the present proprietors, and those through whom they derive title, as has been shewn for more than two hundred years, the following remarks from the standard work of Hervé may not be considered inapplicable:

"La possession est presque toujours la ressource unique, non pas seulement des gens d'église, mais même de tous les Seigneurs et de tous les propriétaires indistinctement. Si les titres originaux et constitutifs étaient nécessaires aux Seigneurs pour la preuve et la conservation de leurs droits, il n'y en aurait peut-être pas un seul qui pût compter sur la qualité de Seigneur, ou du moins il ne fut facile de réduire sensiblement les redevances, les prestations et les droits. On sait combien de causes dépeuillent les propriétaires de leurs titres les plus précieux. Le feu, la guerre, la négligence, la mauvaise foi, le temps surtout, telles sont les causes qui ont détruit et dissipé dans tous les siècles, les actes et les monuments les plus respectables."

"De là l'idée et la nécessité d'y suppléer par divers moyens. De là la prescription qui, dans un nombre infini de cas, dispense de tout titre, et l'emporte même sur les titres les plus précis. De là enfin, la foi qu'on accorde à tous les actes qui rappellent l'idée des titres primordiaux, quoiqu'ils n'en soient, presque jamais, ni la copie ni l'image fidèle."

"Sans ce supplément nécessaire, les droits et les propriétés seraient dans une incertitude perpétuelle. Pas un héritier ne pourrait se flatter de jouir paisiblement et intégralement de ce que son auteur lui aurait transmis."

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"Théorie des Matières Féodales et Censuelles par M. Hervé, avocat au Parlement. Tome I, p. 335."

The first rule laid down by the same writer, as respects evidence to be derived from titles, is stated in the terms following :

"Le plus puissant de tous les titres est une possession centenaire bien établie. Elle l'emporte même sur le titre original d'inféodation ; elle équipolle à un titre, *habet vim constituti* ; elle fait présumer qu'il est intervenu entre le seigneur et son vassal quelqu'acte qui a dérogué au titre primordial, et qui s'est égaré par l'injure des temps. Si la possession centenaire est plus favorable au vassal que le titre primitif, il est censé, ou s'être rédimé d'une partie des droits, ou en avoir été déchargé par le Seigneur. Si au contraire, ce dernier a été reconnu pendant cent ans, pour des droits non compris dans l'ancien titre d'inféodation, on présume qu'il y a eu une nouvelle concession de sa part, à la charge des droits dont il est en possession."

It is not attempted, even by those who have ventured to question the title of the present proprietors, to shew that the Crown, at any time, exercised any acts of possession in this Seigniory, or the land within its limits, as forming a part, or claimed to form a part, of the ungranted lands of the Crown. On the other hand, exclusive of the possession of the grantées and their representatives under the French Government, an uninterrupted possession has been shewn by the present proprietors and their immediate predecessors from the time of the cession of the country down to this time that possession including the whole extent from Cape Cormorant to the Bay des Espagnols or Bay Phelippeau. The leases above mentioned from the proprietors to the North West Company of Montreal, subsequently continued to the Governor and company of Adventurers of England trading to Hudson's Bay, cover the whole extent of the Seigniory ; and during the several terms mentioned in those leases, these Companies, and the persons in their employ, or acting under their authority, had the exclusive occupation and enjoyment of the same, posts being established at different places for the management and carrying on of the fur trade with the Indians. No adverse possession to these public acts of ownership is shewn or attempted to be shewn, and without repeating any of the grounds already stated, it may be added that the validity and construction of the original grant cannot be considered apart from the enjoyment that has been had under it during upwards of two centuries, and the recognition made of the rights of the proprietors in various acts of the Government, as well under the Crown of France as under the Crown of Great Britain.

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The public character of the possession of the proprietors and their title, is so strong that they have no doubt of their being able to maintain both; but, at the same time, they have conceived it to be their duty not to court litigation, and with this view the foregoing statement has been prepared

GEORGE OKILL STUART, Q. C.

Quebec, 14th December, 1867.

Since the above memorandum was printed, the undersigned has had communication of a Report furnished by Mr. Bouchette, Deputy Surveyor General, dated the 30th of November last, and of a Map of the North Shore of the St. Lawrence accompanying the same, dated the 13th of the present month. The theory of Mr. Bouchette is based upon the supposition that the original grant of the 25th February, 1661, had been revoked by the ordinance of the Intendant, M. Hocquart, of the 12th May, 1733. An attempt is made to support this view, and public documents, of which it is difficult to suppose he was ignorant, are studiously suppressed. He says: "after an attentive and careful examination of the *Edits et Ordonnances, the arrêts et réglemens du Conseil Supérieur de Québec*, and of the *Ordonnances et Jugemens des Gouverneurs et Intendants du Canada*," the result of his investigation is, that no such Seigniorly or Fief as the Seigniorly called Mingan or Terra firma de Mingan exists; and that the grounds and reasons for this statement are to be found in the volumes above cited. It is remarkable that he should have abstained from noticing the judgment of the same Intendant, M. Hocquart, of the 2nd of May, 1736, rendered three years after the Ordinance he has copied into his Report, was passed,—to be found in the same collection of Edicts and Ordinances,—recognizing the existence of the Seigniorly; and yet Mr. Bouchette says, that nothing has been found subsequent to 1733. Had he extended his researches to other departments, as the documents under his own supervision seem to be so limited in number, he might have made himself acquainted with numerous public acts and documents and other evidence recognizing the title of the present proprietors, most of which are noticed in the foregoing memorandum. Had he referred to the History of Charlevoix, he would have found the precise situation of the Bay Phelippeau or Bay des Espagnols. Had he looked at the official statement of Mr. Vondenvelden, assistant Surveyor General of the Province, published in 1893, and certified to be correct by Sir George Pownall, Secretary and Registrar of the Province,—of which it is scarcely to be

supposed that Mr. Bouchette can be ignorant,—he would have found the boundaries of Mingan distinctly given.

Mr. Bouchette's present report is, it is believed, the first occasion on which the truth and accuracy of the statements of the late Surveyor General of the Province, Colonel Bouchette, published in the year 1815, and repeated by him in his second work published in London in the year 1832, have been questioned, or that the truth and accuracy of the maps of the same able and scientific gentleman, have been found to be of doubtful reliance. He has also wholly omitted any reference to his own maps, published in 1846 and in 1852, and compiled as he states, upon the face of them: "from the latest and most approved astronomical observations, authorities and surveys." He ignores the labors of Mr. Sax, well known as an upright, industrious and scientific surveyor, for a very long time chief assistant in the office of the late Surveyor General, and also, the map published by the Commissioner of Crown Lands in 1857. On the maps published by himself, not only the Seigniory itself, limited by him on the east side by the Kegashka river,—but also the several posts of the lessees of the proprietors, held by them when he made these maps, are given; and, instead of his report being accompanied by these maps, he has sent one taken from a chart of the river drawn by Captain Bayfield, not a topographical map of the country. This result shews that the memory and powers of research of Mr. Bouchette have not improved by the lapse of the last twenty years. None of the ancient maps of Canada, Mr. Bouchette says, represent or mention the Seigniory of Mingan, and of these the only one he mentions, is what he calls the celebrated Mitchell's map, published by authority in 1755. Now he must have known, or should have known that Mitchell's map, was compiled from reports made to the Plantation office by the Governors of the different English Colonies, concerning the limits of their several Governments under the superintendance of Governor Pownall, whose signature will be found to it. It was published on the 13th of February, 1775, whilst Canada belonged to the Crown of France, and without any reference to the Governors of Canada. It was chiefly composed from draughts, charts, and actual surveys of different parts of His Majesty's colonies and plantations in America; great part of which had had been then lately taken by order of the Lord's Commissioners for Trade and Plantations and transmitted to the Plantation office by the Governors of such colonies and others. In 1775, when Mitchell's map was published, the British Possessions in North America did not extend north of the St. Lawrence, and as a matter of course, nothing there was placed on it. Nor does it purport to be a topographical map of that portion of North America. The French Government had nothing to say to this map, and what

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ever use may have been made of it by the Commissioners who formed the Treaty of 1783, or by the American Government in the subsequent negotiations respecting the south western boundary line between the British Provinces and the United States, it is now, for this first time, referred to in reference to matters such as that upon which Mr. Bouchette has ventured to offer the result of his inquiries. When Mitchell's map was made, the whole of the north shore, above and below Quebec, was granted in Seigniories ; none of these are to be found on it, and yet Mr. Bouchette finds it extraordinary that Mingan alone is omitted. The other ancient maps he refers to, in general terms, have not been specified. Had they contained anything to support his position, it is not at all unlikely that he would either have produced or have particularly referred to them. The omission of Surveyor General Holland's map, if there be one, that of Assistant Surveyor General Vondenvelden, those of the late Surveyor General, those of himself, and those which, he says, have been published since 1781, exhibiting the seigniorie, as variously bounded on the east, is a peculiar feature in the report of Mr. Bouchette. In recent maps contained in every modern Atlas, published here, in England, or in the United States, the Seigniorie of Mingan is to be found as extending from Cape Cormorant downwards, and none of these again are noticed by Mr. Bouchette. Then it seems unaccountable that he should, in his anxiety to get at results have passed over the *Foi et Hommage* in 1837, while objecting to that of 1781 upon a supposed clerical omission. But what is still more extraordinary is the fact that he should have suppressed the Legislative title to the seigniorie of 1856, one higher and stronger even than a title from the Crown. This title from the Legislature is contained in the 65th section of the Consolidated Seigniorial Act, referred to in Mr. Judah's certificate, mentioned in the above memorandum. It may not be altogether useless to give the enactment which is as follows :

“ And inasmuch as the following Fiefs and Seigniories, namely :  
“ Perthuis, Hubert, Mille-Vaches, Mingan and the Island of Anticosti, are  
“ not settled, the tenure under which the said seigniories are held by the  
“ proprietors of the same, respectively, is and has been, since the passing of  
“ the Act 19, 20 V. C. 53, changed into the tenure of franc-alleu roturier ;  
“ The difference in value between each of the said seigniories as heretofore  
“ held, and the same seigniorie when held in franc-alleu roturier, and also  
“ the value of the casual and other rights of the Crown in the said seigniories,  
“ shall be ascertained and entered in the schedule of the seigniorie and the  
“ amount of the whole shall, upon the filing of the said schedule, become  
“ due and payable by the seigniors to the Crown, and shall form part of

"the fund appropriated in aid of the censitaires."—Consolidated Statutes for Lower Canada (1861), page 428.

The Seigniorial amendment Act of 1856 from which the above provision is taken, was introduced into the Legislature of Canada by Mr. Attorney General Drummond, and was carried through the Legislative Assembly in the same session, by Mr. Attorney General Cartier, and received the Royal assent on the 19th of June, 1856. On this occasion the Crown officers did no more than had been done at intervals by other distinguished lawyers before them, such as Mr. Sewell, Mr. Monk, Mr. Panet and Mr. Ogden.

The remaining and only difficulty seems to be the question of the geographical extent of land granted by the Company of New France in 1661, and in what manner the eastern boundary can be ascertained. Mr. Bouchette has stated that the proprietors have unexceptionally acquiesced in the description contained in the cadastre or schedule prepared by Mr. Judah, a statement which they most emphatically deny. They have never relinquished the right to any portion to the west of the Grand Ancres vers les Esquimaux. Their lessees have their posts established thus far, and the proprietors claim it as their boundary. In the case of grants of considerable age such as this, when the words, as is often the case, are indefinite or ambiguous, the rule is that they are to be construed by usage and enjoyment, including, in these latter terms, the assertion of ownership by the proprietors, as has been so often done in relation to this seignioriy, and as often recognized by public authority. No more public act of ownership, and no more public recognition of this extent of land as a Seignioriy, can be had than that it has stood as such, independent of title altogether, among the laws and statutes of this country since 1736, and until the tenure was changed into franc-alleu roturier by the provision of the law above cited.

Mr. Bouchette dates the occupation of the heirs Richardson from the year 1803, and says that there is a lapse of 142 years from 1661 to 1803 unaccounted for. The same want of information and accuracy which pervades the rest of this Report will be found by an examination of the continued acts of possession distinctly shewn in the above memorandum, from 1661 until 1733, as admitted by the ordinance of that year, and by the Intendant in 1736,—and as shewn by lease to Mr. Isbister assigned to Mr. Dunn and Company before 1772,—by the deed of sale to Dunn from Marie Bissot in 1772, by the acte de notoriété in 1776 establishing an immemorial possession of the grantees, by a Sheriff's sale in 1779, by the receipt of



the Quint paid to the Crown in 1781 on Mr. Dunn's purchase and the putting of him in possession of the premises,—by the Foi et Hommage in 1781, by deed of sale from Nicolas Gaspard Boisseau of 1784, by another from William Grant to Thomas Dunn and Peter Stuart of 1789, the lease of 1803 and succeeding leases until this time, the Foi et Hommage of 1837 intervening, and finally the statute of 1856 recognizing the title and right of the present proprietors.

With such overwhelming evidence as to the existence of the Seigniorie, it is difficult to conceive how Mr. Bouchette can justify his endeavouring to disturb the repose of the proprietors, and the unusual amount of zeal and feeling exhibited in his Report, throwing the weight of his office on the side of those who, without any right to Mingan, are endeavouring to procure titles which would, most certainly, involve a troublesome and most serious litigation.

Not having had access to some documents by Mr. Bouchette said to exist, and being of the nature of short leases which terminated more than a century since,—in his report stated to be annexed to it, but which are not,—it is difficult to understand how they can affect the established possession of the proprietors. Not one of these leases has any reference to land above the Kegashka river which, in Mr. Bouchette's plan of 1846, as well as in that of 1829 of Mr. Saxe,—who is supposed to have taken his boundary on the East from the map of Mr. Vondenvelden,—is stated to be the eastern boundary of the Seigniorie. How it was that this boundary was encroached upon between the Bay des Espagnols and the Kegashka river does not appear, and no adverse possession is shewn; but, on the contrary, a quiet and continuous unmolested occupation by the proprietors, through their lessees, of the whole Seigniorie, has been established.

Mr. Bouchette has, in his report volunteered an opinion upon legal questions which are scarcely within the province of a Deputy Surveyor General to decide. If instead of merely citing the following principle of law from an opinion of the Honorable Sir Narcisse Belleau, "*comme règle, la Couronne ne doit pas interpréter strictement la loi de manière à enlever au sujet une propriété ou partie d'icelle en possession de plus de cent ans en 1781. Au contraire, la plus grande latitude d'interprétation favorable à l'intérêt privé doit prévaloir,*" he had acted up to the spirit of it, his report would have been a much more safe guide for those whom it is intended to influence.

GEORGE OKILL STUART,

Q. C.

Quebec, 21st December, 1867.

