

EDICTS, ORDINANCES,

DECLARATIONS AND DECREES

RELATIVE TO THE

SEIGNIORIAL TENURE,

REQUIRED BY AN ADDRESS

OF THE

LEGISLATIVE ASSEMBLY,

1851.



QUEBEC :

PRINTED BY E. R. FRÉCHETTE,

13 MOUNTAIN STREET, LOWER-TOWN.

1852.

LEGISLATIVE ASSEMBLY,

FRIDAY, 29th AUGUST, 1851.

Resolved,

That an humble address be presented to His Excellency the Governor General, praying he will be pleased to direct that Copies of all *Octrois*, Deeds of Concession or Grants made, and to be found in the Archives or Public Records of the Province, of the various Fiefs and Seignories in "*Nouvelle France*," or Canada, from the earliest settlements thereof, to the cession of the same in 1763, by the Crown of France to Great Britain, and also of those made since that period, be translated into English, printed and distributed in both languages, with all convenient despatch, among the Members of the Legislature, and to the several Municipalities throughout the Province, for public information, together with all such legal opinions, official and public documents relating to the Seigniorial or Feudal Tenure, or to the commutation or abolition thereof, of which the Executive Government may be possessed, and which His Excellency may deem necessary to the proper understanding of the relative rights of Seigniors and *Censitaires*; and to assure His Excellency that this House will make good any expense that may be incurred in consequence of his compliance with the present Address.

Ordered,

That the said address be presented to His Excellency by such members of this House as are of the Honorable Council of this Province.

Attes.

W. B. LINDSAY,

Clk. Assy.

A. Alley

[Establishment of the Canada Company, 1627 & 1628.]

*Act for the establishment of the Company of the Hundred Associates for the trade of Canada, containing the articles granted to the said company by the Cardinal de Richelieu, the 27th april 1627.**

The king, being desirous now, as the late king Henry the Great, his father, heretofore was, of causing to be sought out and discovered in the lands, regions and countries of New-France, called Canada, some fit and proper place for the establishment of a colony, for the purpose, with divine assistance, of introducing to the people who inhabit the same the knowledge of the Only God, cause them to be civilized and instructed in the Catholic, Apostolic and Roman Religion and Faith; his Eminence the Cardinal of Richelieu, Grand Master, Chief and general Superintendant of the trade and manufactures of France, being obliged by the duties of his office to forward the pious intentions and designs of their Majesties, the kings above named, has deemed that the only means of introducing these people to the knowledge of the only God, is to people these regions with french born catholics, who will by their example dispose the people to embrace the christian religion and to lead a civilized life, and by establishing therein the royal authority, be the means of creating, in his said newly discovered regions, some trade which may become advantageous to His Majesty's subjects.

Nevertheless the persons to whom these objects have been entrusted have been so little zealous in their accomplishment, that, even now, but one settlement has been effected, in which forty or fifty french subjects are maintained, rather for the interest of traders, than for the benefit and furtherance of the king's service in the said country; and so little assistance have these settlements received up to the present moment, that various complaints have been made to the king in council, and the cultivation of the country has been so little advanced, that if the surplus of grain and other commodities, necessary for so small a number of individuals had not been brought annually, these people would have perished from hunger, inasmuch as they had not wherewith to subsist upon for a month after the period at which the vessel usually arrived every year.

Those also who have up to the present period obtained for themselves all the trade of the said country, have had so little desire or have had so little power of settling and cultivating it, that in the course of fifteen years, during which their privilege was to endure, it was not their intention to bring into the country more than eighteen men;—

* Mercure François, Vol. XIV, Part II, page 232,—and Memoirs on the possessions in America, Vol. III, page 345.

and although they have now had their charter for the last seven years, they have not up to this period performed any of the duties, or complied with any of the charges they had taken upon themselves,—for although they are obliged to carry each of those who are desirous of going to the said country called New-France for thirty-six livres, nevertheless they have become so intractable, and they have so frightened the french who were desirous of living in that country, that although it seems that trading with the indians is permitted them, nevertheless such are the restrictions imposed, that if, by their labor, they have a bushel of wheat above what they require for their own consumption, it is not permitted them to assist french subjects, or others who may require it, with the same, and they are obliged to give it up to those who are privileged to carry on trade there; nor are they allowed to give it to those who could bring from France the necessaries of life and supply them with the same.

These abuses having so increased, his Eminence the Cardinal has deemed it incumbent upon him to apply a remedy, and in correcting such abuses, thereby following up the intentions of His Majesty, and acting in such way as,—assisting in the conversion of these people and establishing a powerful colony in that province;—New-France, with all its dependencies, may once for all become a possession of the crown without danger of its being taken away from the french by the king's enemies, as might be the case if precautionary measures were not taken against such a contingency. Wherefore, after having examined different proposals in relation to this matter, and it being ascertained that there were no other means of colonizing the said country but by a revocation of the privileges heretofore granted to Guillaumé de Caen and his associates, by reason of their being contrary to His Majesty's intentions, his said Eminence the Cardinal requested the sieurs de Roquemont, Houel, Lataignant, Dablon, Duchesne and Castillon to enter into an extensive association for that object, and for that purpose to assemble together, and to submit notes for the basis of such an association,—Which having been by them effected, they undertook and bound themselves, unto his said Eminence the Cardinal, to form a company of one hundred associates, and to do their utmost to colonize New-France, commonly called Canada, according to the articles hereinafter stated, while his said Eminence the Cardinal hath granted to the said de Roquemont, Houel, Lataignant, Dablon, Duchesne and Castillon, as well for themselves as for others concerned, making up one hundred associates, for the establishment of the said company for the purposes of the said colony; and in virtue of the powers vested in him, his said Eminence the Cardinal hath consented to and granted the execution of the said articles, subject to the approval of His Majesty, in manner and form following :

I. That is to say, that the said de Roquemont, Houel, Lataignant, Dablon, Duchesne and Castillon, as well for themselves as for others their associates, making up the number of one hundred, will undertake to carry over to New-France aforesaid, in the course of the ensuing year 1628, two or three hundred men of all trades, and during the next fifteen years to increase that number to four thousand of either sex, which fifteen years shall be completed in the year 1643, to provide board and lodging and all things generally which may be necessary to life, during three years only, after which period the said associates will be discharged, if they so desire it, from the obligation of providing for them, by giving to them a sufficient quantity of cleared land

to enable them to support themselves, with the necessary wheat to sow them for the first time, and to live upon the same until the next ensuing crop, or otherwise to provide for them in such way that they may, by their labor and industry, subsist in the said country and support themselves.

II. Without nevertheless, its being lawful for the said associates and others, to carry over any foreigner to the said colony, but to people the same with natural born french subjects, professing the catholic religion;—it being enjoined upon those who shall be in authority in New-France, to cause the present article to be rigidly executed according to its tenor and form, without suffering any contravention to the same, for any cause or upon any occasion whatsoever, upon pain of answering for such contravention in their own names and personally.

III. In every settlement made by the said associates, there shall be, for the purpose of converting the savage tribes and of affording the consolations of religion to the french who shall have settled in New-France aforesaid, at least three Ecclesiastics, which the said associates shall be bound to lodge, to provide with the means of subsistence, ornaments and generally with every thing necessary to life and for the exercise of their ministry, during the said fifteen years, unless the said associates shall prefer giving to the said Ecclesiastics cleared lands sufficient for their subsistence;— Moreover, a greater number of Ecclesiastics, if deemed necessary, and if found expedient by the said company, shall be sent out to New-France, either for the said settlements or for the missions; the whole at the expense of the said associates during the said period of fifteen years; and after the expiration of the said period, His Majesty will have recourse to the charity and devotion, as well of such of the said associates as of the french who may be in the said country, who will be exhorted abundantly to support, as well the said Ecclesiastics as all others who shall go over to New-France for the purpose of laboring for the salvation of souls.

IV. And for the purpose of repaying to the said company the heavy expenses and advances necessary to be made by the said company, for the purposes of the settlement of the said colony and the support and preservation of the same, His Majesty will grant to the said associates, their heirs and assigns forever, in full property, with right of seigniory, the fort and settlement of Quebec, with all the country of New-France called Canada, all along the coast, from Florida, which the predecessors of His Majesty have caused to be settled, ranging the sea shore as far as the Arctic circle for latitude, and in longitude from the Island of Newfoundland, towards the west, as far as the Great Lake called fresh water sea and beyond, together with the lands within, and along the rivers which pass therein and discharge themselves in the river called Saint Lawrence, otherwise the Great River of Canada, and in all other rivers which carry them towards the sea, together also with the lands, mines and minerals, the said mines nevertheless to be used in compliance with the terms, of the ordinance, ports and harbors, rivers, ponds, islets and islands, and generally all that extent of the said country, in length and in breadth, and beyond as far as it will be possible to extend and to make known the name of His Majesty,—His Majesty merely reserving the right of Fealty and Homage, which shall be rendered to him and to his royal suc-

cessors by the said associates or by one of them, with a gold crown weighing eight marks, upon each mutation of the crown, and the appointment of the officers of the royal court, who shall be named and presented by the said associates, when it shall be deemed proper to establish such court: with permission to the said associates to cast cannon, balls, to make weapons offensive and defensive of every description, make gunpowder, erect and fortify fortresses, and generally do in the said country every thing which may be necessary, either for the safety of the said country, or for the preservation of its commerce.

V. It will be lawful for the said associates to improve and ameliorate the said lands as they may deem it necessary, and distribute the same to those who will inhabit the said country and to others, in such quantities and in such manner as they will think proper; to give and grant them such titles and honors, rights and powers as they may deem proper, essential and necessary according to the quality, condition and merits of the individuals, and generally upon such charges, reserves and conditions as they may think proper. And nevertheless, in case of the erection of any duchy, marquise, county and barony, His Majesty's letters of confirmation shall be obtained upon the application of his said Eminence the grand-master, chief and general superintendant of the trade and navigation of France.

VI. And to the end that the said associates may enjoy what will be given and granted to them, fully and peaceably, His Majesty will revoke any gift which may have been made of the said lands, or any part or parcel of the same.

VII. Furthermore, His Majesty will grant to the said associates for ever, the trade of all leathers, furs and peltries of New-France aforesaid, for a period of fifteen years only, to commence on the first day of January 1628, and to finish on the last day of December in the year 1643, and all other trade either by sea or by land which may be made and carried on in any way or manner whatsoever, throughout the said country, and in so far as the same may be extended, with the exception however of cod and whale fishery only, which His Majesty desires should be open to all his subjects,—any concession contrary to the grant above mentioned being hereby revoked, as well as the privileges granted to Guillaume de Caen and his co-partners; and for these purposes His Majesty will forbid the said trading, as well to the said de Caen as to his other subjects, upon pain of confiscation of the vessels and merchandize therein, the effects so confiscated to belong to the said company; and his Eminence the grand-master, will not grant any leave, passport or permission to any but to the said associates, to go to and trade in the said country, or any part thereof.

VIII. It will nevertheless be lawful for french subjects settled in the said countries with their families, and who will not be supported and maintained by said company, to trade freely with the indians, provided that the beaver obtained by them be afterwards sold to the said company or to their clerks or agents, who will be bound to purchase the same at the rate of forty *sols tournois* each. His Majesty will forbid such trade with any other persons, on pain of confiscation likewise; provided the

said company shall not be bound to pay forty *sols* for each beaver skin, if it be not good and merchantable.

IX. His Majesty will further give to the said company two vessels of war, of two or three hundred tons, armed, equipped and ready for sea, without however being victualled, which vessels being now in the harbors of _____ shall as soon as possible be, by His Majesty, made ready for sea, and made over to the said company, or to their agents, to be by the said company hereafter kept in order and employed for their benefit and advantage; and in the event of the deterioration of the said vessels, from any cause whatsoever, save and except the case of the said vessels being taken by His Majesty's enemies, in open warfare, the said company will be obliged to substitute others in their place, such other vessels to be kept in a fit and proper state for the advantage of the said company.

X. It hath been further stipulated that in the event of the said company failing to carry over, in ten years of the said fifteen, fifteen hundred french subjects of either sex, the said company, by way of indemnity for the non execution of the said stipulation, will pay over to His Majesty the value of the said vessels, as ascertained by evaluation at the time; and further, if within the remaining five years of the said fifteen, the said company fails to carry over the remainder of the men and women undertaken to be carried over as aforesaid, save and except (as already said) the case of the said vessels being taken by His Majesty's enemies, the amount of indemnity as and for the value of the said vessels shall be taken out of the funds of the said company, if such funds be sufficient, and in the event of such insufficiency, the balance remaining unpaid shall be levied upon each of the associates in equal proportions, without any joint liability between them, and in such way that each of them shall pay a one-hundredth part and no more, and the said company shall be deprived of the benefit of the trade granted them by these presents.

XI. The said company will man the said vessels with such commanders, soldiers and sailors as they will deem proper; the said commanders, upon being so named by the company, nevertheless taking their commissions and appointment from His Majesty, such command to invest them with authority throughout New-France aforesaid, in the absence of his Eminence the grand-master, as also in all the forts and fortresses already erected, or which will be by them erected hereafter for the safety of the said country. Neither His Majesty or his royal successors shall confer the powers of command except upon such of the said company, as shall by his Eminence the grand-master be selected from the number presented to His Majesty every three years, by the said company; the said chiefs and commanders shall be sworn by his said Eminence the grand-master. With respect to such other vessels as may be employed by the said company, it will be lawful for them to employ, in the ordinary way, such commanders as they may think proper.

XII. His Majesty will give to the said company four culverines of cast metal, which were heretofore granted to the company of the Moluccas, and which have been since received by the said Caen from the late sieur Muisson de Rouen, to be used in the navigation of New-France.

XIII. And the further to induce the subjects of His Majesty to emigrate to the said country, and to establish therein all sorts of manufactures, His Majesty will permit that all the artisans, which the said company bind themselves to send to the said country, and who shall have exercised their trade and industry in New-France aforesaid, during six years, may be, if they desire to return to this kingdom, reputed masters of their arts respectively, and may be allowed openly to exercise their trades in Paris and other cities, by producing an authentic certificate of their having exercised their trades in the said place; and to this effect, every year, at the period of each departure, there will be deposited in the office of the Admiralty, a list of the persons so sent to New-France by the said company.

XIV. And whereas merchandize of any kind whatever, imported from the said country, and more particularly from New-France aforesaid, will be the product of the industry of french subjects, His Majesty will, for a period of fifteen years, exempt such merchandizes from New-France aforesaid, from the payment of any duties whatever, though they be carried in, brought to and sold in this kingdom.

XV. His Majesty will also declare all munitions of war, provisions, and other things necessary for the victualling of any expedition sent to New-France, free and exempt of any imposts and duties whatever, during the said period of fifteen years.

XVI. Any person or persons of any rank and quality, ecclesiastics, noblemen, officers and others, will be permitted to enter in the said company, without derogating from the privileges of their order; and the said company, if they think fit, may receive among them, associates who may offer themselves hereafter, to the number of one hundred more, if so many there be, and in case that amongst the associates there should be any that are not of noble origin, His Majesty will grant patents of nobility to twelve of the said associates, who will enjoy in future the privileges of nobility, as also their children born or to be born in lawful wedlock; and to this effect, His Majesty will deliver to the said associates twelve patents of nobility, signed, sealed and delivered in blank, such blanks to be filled up with the names of twelve of the said associates; and the said patents will be distributed by his Eminence the Cardinal and grand-master to those indicated by the said company:

XVII. His Majesty will order and declare that the children of french subjects who shall settle in the said country, and also the indians who will be brought to a knowledge of the christian faith, and who will profess the same, will be considered and reckoned natural born subjects of France, and as such will be allowed to settle in France whenever they please, acquire property therein, make wills, inherit, accept donations and legacies, in the same manner as those born in France, without being obliged to take letters of naturalization.

XVIII. In case of civil or foreign war, which would impede the execution of these articles, His Majesty will grant to the said company, such an extension of time, as will be advised by His Majesty in council.

XIX. His Majesty will cause to be issued; and notice thereof given in such places

as may be requisite, all letters necessary for the due execution of the above articles; and in case of any opposition to such notification, His Majesty will reserve to himself cognizance of such matter.

XX. If the said company hereafter think it necessary to explain or extend any of the above articles, and to add new ones, upon their demand to His Majesty to that effect, provision will be made according to the exigencies of the case. His Majesty will also grant to the said company the right of framing such articles of association, as they will think necessary for the maintenance of their society, regulations and ordinances, which being approved of by his Eminence the grand-master, authorized by His Majesty, and registered where need may be, shall be hereafter strictly observed and kept according to their tenor and form, as well by the said company, as by those who inhabit or may hereafter inhabit New-France aforesaid.

Made at Paris, the twenty-ninth day of April, one thousand six hundred and twenty-seven.

(Signed) ARMAND CARDINAL DE RICHELIEU,
DE ROQUEMONT,
HOUEL,

As well for myself as for the said DUCHESNE and LATAIGNANT,

DABLON,

Trustee of Dieppe, and

CASTILLON.

[24 February, 1663, Cons. Sup. Reg. A, Fol. 1. Ro.]

Deliberations of the Company of New-France for the surrender of Canada to His Most Christian Majesty.

The company of New-France, being informed that the king is willing to take possession of the country and seignory of New-France, and having deliberated upon what should be done in this important matter, after a meeting the most numerous possible, have determined and resolved, in order to give proof of their profound respect and entire submission to the wishes of His Majesty, that the directors and secretary of the said company do, as much as it is in their power, as well for the associates present as for those who are absent, surrender in the hands of His Majesty, the property and seignory of the said country belonging to the said company, to be disposed of by

His Majesty according to his pleasure, relying upon his justice and equity for the grant of an indemnity for the expenses incurred by the said company, for the benefit and advantage of the said country.

Executed at the office of the company, Saturday the twenty-fourth day of February 1663.

(Signed)

PERIGNY,

FLEURIAU,

ROBINEAU,

DEFORTELE,

ROY,

COBERST,

DE CHAMPFLOUR,

CASOT,

DE FAUCAMP,

DE JOUY,

FROTTÉ,

DE BECANCOUR,

BORDIER,

HOBIER,

DUVERDIER.

[24 February 1663.—Entered Cons. Sup. Reg. A, Fo. 1, Ro.]

Extract from the deliberations of the Company of New-France.—Surrender and cession of Canada to the King by the Company of New-France.

This day have appeared before the undersigned, His Majesty's notaries, Mr. Octave Périgny, His Majesty's councillor in his council, president at the Parliament of Paris, residing in Paris aforesaid, master of the Temple, St. Anastase street, parish of St. Germain, François Robineau, esquire, sieur de Fortelle, residing in Paris, in du Bourg street, master of the Temple, parish of St. Nicholas, Mr. Charles Fleuriau, seignior of Arménouville, councillor, secretary of the king, house and crown of France, and of finances, residing in Paris, de la Verrerie street, parish of St. John, Antoine Roy, esquire, councillor, secretary of the king, house and crown of France and of his finances, residing in Paris, parish of St. Paul, interested in and director of the said company, and Antoine Cheffault sieur de la Rignardiére, advocate in parliament, residing in Paris, Ste. Croix de la Bretonniére street, parish of St. John aforesaid, secretary of the company of New-France, expressly convened and assembled for these presents at the office of the said company, in the house of the said sieur Cheffault above named, who, being informed that His Majesty is willing to take possession of the property and seigniory of New-France, belonging to the said company, have, in consequence of the deliberations of the said company had this day, in order to give proof of their profound respect and entire submission to the wishes of His Majesty, prayed and hereby pray His Majesty to accept of the surrender which they hereby make, in so far as they are authorized to do so, in their respective qualities, as well in their own names as in the name of their associates in the said company, for the benefit of

His Majesty, of the property and seigniorship of New-France, to be disposed of by His Majesty as he may see fit, relying upon his justice and equity for the grant of an indemnity equivalent to the expenses incurred by the said company, for the settlement and benefit of the said country;—of all which the said parties have required act from the undersigned notaries, which has been granted them at their office aforesaid, in the year 1663, the twenty-fourth day of February in the forenoon, and the said associates have signed with us the said undersigned notaries.

N. B.—The signatures have not been inserted, the same being illegible by reason of the deteriorated state of the document.

[Entered Cons. Sup. Fol. 2, Ro.]

Acceptation by the King of the surrender or abandonment by the said company of New-France.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE.

To all to whom these presents shall come, greeting.

Since it has pleased the Almighty to restore peace to our kingdom, nothing has so much occupied our mind as the restoration of commerce, the source and principle of that wealth which we are so desirous to procure by all means for our subjects; and as the principal and most important part of this commerce is to be found in our foreign colonies, before We resolve to establish any new ones, We have thought it necessary to maintain, protect and increase those already established; and for these reasons, We have inquired particularly into the state of the country called New-France, which the late king, our glorious predecessor and father, had granted to a company composed of one hundred associates, in the year 1628. But instead of finding that this country is settled as it ought to be, after so long an occupation thereof by our subjects, We have learned with regret that not only the number of its inhabitants is very limited, but that they are every day exposed to be expelled by the Iroquois; against which evil it is necessary to provide, and considering that the said company is nearly extinct by the voluntary retirement of most of its associates, and that the few remaining associates have not the means of maintaining that country, and of sending thereto the necessary troops and settlers, both to defend and settle the same, We have resolved to withdraw it from the hands of the said company, after having the said associates, upon deliberation had in their office, named and appointed their principal officers to execute the deed of surrender and cession in our favour, which deeds have been executed the 24th day of February last, and are hereunto annexed, under the seal of our chancery. For these and other reasons us thereunto moving, We have ordered and declared, and We do hereby order and declare, will, and it is our pleasure, that all rights of property, justice, seigniorship, right to appoint to offices of the government, to appoint lieutenants general in the said country, to name officers to administer sovereign justice, and all and every other rights granted by our most

honored and glorious predecessor and father, by the treaty of the 29th April 1628, be and the same are hereby reunited to our crown, to be hereafter exercised in our name by the officers that We shall appoint in this behalf; and We do hereby require and order our well beloved and trusty councillors, holding our court in our Parliament of Paris, that they do cause these presents to be read, published and registered, and the same to execute and follow according to their form and tenor, for such is our royal pleasure;—and to insure the authenticity of these presents, We have caused our seal to be hereunto affixed, saving our own and the rights of others in matters not connected with these presents.

Given at Paris, in the month of March, in the year of our Lord 1663, and of our reign the twentieth.

(Signed) LOUIS.

By the King's command,

DE ROMERIE.

And on the one side is written *visa* SEGUER, to be used for the letters of surrender of the right of property of New-France to the crown, and sealed with the great seal.

Compared with the originals both on parchment and on paper by the undersigned notaries, the 22d day of April one thousand six hundred and sixty-three.

(Signed) LEBCEUF ET JOUIN,

MEZY,

FRANCOIS,

Bishop of Pétrée.

[May 1664.—Entered Cons. Sup. Fol. 14, Ro.]

Establishment of the West India Company.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE.

To all whom these presents shall come, greeting.

The peace which our Realm now enjoys, having given us the means of applying ourselves to the restoration of commerce, We have thought that the commerce of the colonies and navigation are the only true means of placing it upon the same footing as it is in foreign countries;—for this end and to induce our subjects to form powerful associations, We have promised them such extensive advantages, that it is to be hoped all those who take an interest in the welfare of this our Realm, and who are desirous of acquiring wealth by legitimate and honorable means, will willingly enter therein, which We have with pleasure reason to believe, from the formation, within

the last few months, of the company upon the Continent of America called Equinoctial France; but as it is not sufficient for this company to take possession of the lands We have granted them, and to cause the same to be cleared and cultivated by settlers sent thereto at vast expenses, if at the same time they are not in a position to establish commerce in the said country, to afford to such french subjects the means of communicating with the aboriginal inhabitants, by procuring for them what they want in exchange for the natural products of their soil. It is further absolutely necessary, to carry on this commerce, to equip vessels to carry on an export trade of the goods that are sold in the said country, and to import into France the products thereof, which has not been done until now by the company heretofore formed, it being known and acknowledged that Canada has been abandoned by the company formed in the year one thousand six hundred and twenty-eight, by default of sending thereto some slight assistance annually, and because in the Islands of America, where the fertility of the soil has drawn together a large number of french subjects, the members of the company to whom We had made concession of the said Islands, in the year one thousand six hundred and forty-two, instead of fostering the advancement of the colony and of establishing in that vast extent of territory a commerce that might be advantageous to them, have been satisfied with selling the Islands aforesaid to divers individuals, who have limited their operations to the cultivation of land and have since lived upon foreign supplies, so that until now, foreigners have alone benefited by the enterprize of the french subjects who first discovered and inhabited the said Islands, and have alone turned to profit the labour of thousands of persons who have cultivated the said lands. For these considerations it is We have taken from the said company of Canada the grant made to them of that country by the late king, our most honored and most glorious predecessor and father, which they have willingly surrendered by deed, dated the twenty-fourth day of February, one thousand six hundred and sixty-three, and that We have resolved to withdraw the said Islands of America that have been sold to the said individuals by the said company, by re-imbursing to such proprietors their purchase money and the value of their improvements; but as our intention is to withdraw the said Islands and to place them in the hands of a company that can possess them all, cause them to be settled and carry on therein the commerce now carried on by foreigners, We have thought it belonged to our dignity, and to the glory and advantage of the State, to form a powerful company to carry on the whole of the commerce of the West Indies, to which company We are willing to grant all the Islands aforesaid, those of Cayenne, and the whole continent of America, from the river Amazon to the river Orinoc, Canada, Acadia, the Island of Newfoundland and other Islands and continents, from the North of Canada to Virginia and Florida, together with the whole of the African coast, from Cap de Verd to the Cape of Good Hope, whether the said countries belong to us as being or having been inhabited by french subjects, or whether the said company do establish itself therein, by expelling or subjugating the indians or aboriginal inhabitants of the said countries, or other nations of Europe who are not our allies, in order that the said company having established powerful colonies in the said countries, may govern them in the same spirit, and establish therein a vast commerce with the french subjects already established, or who will establish themselves

hereafter in the said colonies, as with the indians and other aboriginal inhabitants thereof, of which commerce the said company may derive great benefits, to this end We have thought proper to make use of the said company of the continent of America above described; which being now composed of a large number of members, and having a great number of vessels, can easily form that of the West Indies; and assisted by those of our subjects who may wish to enter into it, sustain and forward this great and laudable undertaking. For these reasons and others Us thereunto moving, We do hereby make it known that after deliberation upon this matter in our council, wherein were present our beloved lady the Queen mother, our beloved brother the duke of Orleans, several princes and other members of our said council, of our certain knowledge, full power and royal authority, We have by this our present Edict, established and We do hereby establish a company, to be called the West India Company, which will be composed of the persons interested in the Continent of America above described, and others our subjects, who may be willing to enter into it, to carry on the whole of the commerce which can be carried on in the extent of territory of that portion of the Continent of America, from the river Amazon to the river Orinoc and the islands called the Leeward Islands possessed by the french, and in Canada, Acadia, Islands, Continents, and other Islands and Continents from the North of Canada to Virginia and Florida; together with the African Coast, from Cap de Verd to the Cape of Good Hope, as far as the said company may extend their establishments in the interior of the said lands, whether the said countries belongs to us, as being or having been heretofore established by french subjects, or whether the said company do establish itself therein, by expelling or subjugating the indians or aboriginal inhabitants thereof, or other nations of Europe who are not our allies, which said countries We have granted and do hereby grant to the said company in full property and seigniory with rights of justice: and having examined the articles and conditions submitted to us by the parties interested in the said company, We have approved and allowed, and We hereby approve and allow the same, such as they are hereinafter inserted:

I. And inasmuch as We have principally in view the glory of God in the establishment of the colonies aforesaid, by procuring the salvation of indians and savages, to whom We desire to make known the true religion, this company now formed under the name of the West India Company, will be obliged to send to the countries granted as aforesaid, the number of ecclesiastics necessary, to preach therein the holy gospel and instruct the people of these countries in the catholic, apostolic and roman religion, to build churches, rectories and presbyteries, with power to name to the same, for the performance of divine service on the usual days and at the usual hours, and to administer therein the holy sacraments to the inhabitants, which churches, rectories and presbyteries the said company will be obliged to keep and repair in a proper and decent manner, until the said company endow them properly, without however that the said company can change any of the ecclesiastics now established in the said countries, over whom the said company will nevertheless have the same power and authority as those of the governors and proprietors of the said Islands.

II. That the said company will be composed of all those of our subjects who will be willing to enter the same, of any rank or condition whatever, without derogating,

by reason of this, from their nobility and privileges, which are hereby preserved to them, and aliens and subjects of any prince or state whatever may also enter into the said company.

III. That all those that will be willing to enter the said company, either french or aliens, will be received therein during the space of four months, from the first day of June of the present year, by taking shares therein to any amount they please, provided it be not under three thousand livres; after which time, no person shall be admitted in the said company.

IV. All those who shall place in the funds of the said company from ten to twenty thousand livres, whether they be french subjects or aliens, will be entitled to attend any general meeting, and have therein deliberative vote; and those who shall subscribe twenty thousand and more, may be chosen general directors, in their turn, or according to the order established by the said company; and those interested in the company for the sum of twenty thousand livres; shall enjoy the rights of citizenship in the cities of the kingdom where they shall reside.

V. Aliens who shall enter the company with an interest of twenty thousand livres, shall be reckoned french and natural born subjects, during the time they will be in the said company and shall have in the same an interest for twenty thousand livres, and after twenty years, they will enjoy that privilege for ever, without there be need of other letters of naturalization, and all their relations, though they be aliens, will be capable of inheriting their property in the kingdom; and We do hereby declare unto them that We do now renounce in their behalf all rights resulting from the incapacities of aliens.

VI. Officers who shall enter the said company with twenty thousand livres, will be exempt from the residence required by the declaration of His Majesty of the month of December last, and will be entitled to their pay and privileges as if they were present at the place of their residence.

VII. The persons interested in the said company will be permitted to sell, assign and transfer their shares in the same, to whom and in the manner they may think fit.

VIII. There will be established in Paris a general board of direction, composed of nine general directors, chosen by the said company, three at least, being merchants, which directors shall remain in power during three years; and wheresoever the affairs of the said company will require special boards of direction in the provinces, such boards will be established by the said company, composed of such number of directors as the said company shall think fit, such directors to be chosen amongst merchants in the said provinces and no others; and such merchants may be directors in the said special boards, though their interests be limited to ten thousand livres, and such general or special directors will not be personally responsible nor rendered liable, either in person or in their property, by reason of the concerns of the said company.

IX. There will be, every year, a general meeting on the first day of July, to de-

liberate upon the general concerns of the company, where all those that have deliberative vote may assist; in which general meeting, the general and special directors will be chosen by the majority of votes; inasmuch as the said company cannot entirely be formed before the first day of October next, there will be, on the fifteenth day of that month, a general meeting for the election of the first nine general directors, of whom three shall go out after the expiration of three years, and in their stead three new directors shall be chosen, and the same operation shall be continued the following year, and from year to year, three directors shall go out and three shall come in, so that the said board of general direction may be always composed of nine members, to wit: six of the former board and three new ones, who will be in office during three years, save and except as to the first nine directors, three of which will be in office for four years, and the other three during five years, in order that the affairs of the company may be conducted with greater care; the same operation will be gone through with respect to the directors of special boards; and in the event of the death of any director, others shall be elected by the said company, on the first day of July.

X. The secretary and principal cashier of the company in New-France will be named by a majority of the votes of the said company, and will not be deprived of office except by a similar vote.

XI. The assets of the said company and the shares belonging to parties interested in the same, shall not be subject to be seized, by us, for any cause, pretext or occasion whatsoever, nor shall the shares belonging to aliens be liable to such seizure, by reason or under the pretext of war or reprisals, which we might be carrying on against the princes or states of which they are the subjects.

XII. Nor shall it be lawful for the private creditors of the said copartners to seize any of the assets of the said company in satisfaction of the debts of any such partners, nor shall the directors of the said company be bound to give any statement of the said assets, or to render any account to the creditors of the said copartners; it shall nevertheless, be in the power of said creditors to seize in the hands of the principal cashier of the said company, any sum of money which may be found belonging to any of the said copartners, after a settlement of accounts by the said company, which settlement they will be bound to take as conclusive; such seizing creditors will be bound to proceed to sell upon such seizures within six months from the day upon which such seizures shall have been made, in default of which such seizures shall be null and void, and the company fully discharged from the same.

XIII. The general directors at Paris, will name the commanding officers and the clerks necessary for the service of said company, either within the realm or in the countries granted, and will order the purchase of merchandize, the equipment of ships, the payment of salaries allowed to officers and clerks, and generally will order all things which may be for the benefit and advantage of the said company; provided nevertheless, that the orders for the payment of money shall be signed by at least four of the said directors.

XIV. The accounts of the boards of direction or of the agencies which will be

established in the provinces, shall be rendered every six months to the general board of direction at Paris; and those of the said general board of direction at Paris, shall be settled yearly and the profits divided, save and except as to the two first years, during which no such division will be made; which said accounts shall be rendered according to the custom of merchants; and the books of the said company, as well of the general direction as of particular directions, shall be kept by double entry, which books shall be authentic in courts of justice.

XV. The company shall alone, during forty years, carry on trade and navigation in the countries granted, to the exclusion of all other of our subjects who shall not enter into the said company; and to that end, We do forbid all our said subjects who shall not belong to the said company, to trade therein, on pain of confiscation of their vessels and merchandize, for the benefit of the said company, save and except the right of fishing which will be free to all our subjects.

XVI. And with a view of enabling the said company to meet the large expenses which will be incurred for the support of the colonies, and of the large number of vessels which will be sent in the countries granted, We undertake to cause to be paid to the said company, for each voyage of its vessels that will take in cargo and equip in french ports, and from thence proceed to the said Islands and Mainland where the said colonies shall be established, and will from thence return to the ports of the realm, thirty francs for each ton of merchandize which such vessels will carry to the countries aforesaid, and fifty francs for each such ton which they will bring back and discharge as aforesaid in the ports of the kingdom; which sums, whatever may be the amount of each voyage, We have given and hereby give, as a gratuity, without the necessity of any further grant to that effect beyond the present; it is our will and we do hereby order that the said sums shall be paid by the keeper of our royal treasury, upon the certificates of two of the directors, and allowed in his accounts without any difficulty.

XVII. Goods which shall have entered for consumption within the kingdom free from duties, and which the company will be desirous of reshipping to foreign countries shall pay no export duties, nor shall sugars which shall have been refined in France, in the manufactures which shall be established by the company, pay such export duties; provided these effects are shipped in french vessels for the purpose of export from the kingdom.

XVIII. The said company will also be exempt from any import or export duty upon any munitions of war, victuals and other necessary things for the victualling and equipment of the vessels which the said company will equip, as also upon the timber, cordage, tar, cannons of iron and metal, and other things which will be imported from foreign countries, for the construction of the company's ships in France.

XIX. All lands which the company may settle or acquire by conquest during the said forty years, within the extent of the country conceded and hereinbefore described, shall belong to the said company in full property, with the rights of seignory, &c.,

as also the islands of America known as the Antilles or Leeward Islands, inhabited by the french, which were sold to several individuals by a company formed in 1642, upon condition that the company shall reimburse to the proprietors of the said islands the amount of purchase money paid by them; as established by their deeds of purchase, and the value of the ameliorations and improvements, according to the valuation to be made by the commissioners named by us for that purpose, and permitting them the enjoyment of the settlements made by them since the purchase of the said islands.

XX. All which countries and islands, places and forts, which may have been built and established therein by our subjects, We have given, granted and conceded, and do hereby give, grant and concede to the said company, to be by the said company had and enjoyed in full property for ever, reserving to ourselves neither rights nor duties, save and except fealty and homage, which the said company will be bound to render us and our royal successors, upon each mutation of the crown, with payment of a gold crown of the weight of thirty marks.

XXI. The said company shall not be held liable to pay any indemnity to any of the companies to whom We, or our royal predecessors, may have made grants, which said indemnities, if any be due, shall be paid by us; for which purpose we have revoked and do hereby revoke any grant which We have heretofore made to them, to which grants, in so far as the same may be necessary, We have substituted the said company, to enjoy all the privileges of the same, in manner as if all such privileges were herein particularly expressed.

XXII. The said company as seignors of the said land and islands, shall enjoy the seigniorial rights which are at present established therein upon the inhabitants of the same, as such rights are now levied by the seigniors in possession, unless the said company should deem it proper to commute such rights for the relief of the said inhabitants.

XXIII. The said company shall have power to sell or dispose of the said lands by way of enfeoffment, either in the said islands or continent of America, or elsewhere in the countries granted, upon payment of and for, such *cens et rentes* and other seigniorial rights as may be deemed proper, and to such persons as the said company may see fit.

XXIV. The said company shall have the enjoyment of all the mines and minerals, capes, gulfs, ports, harbors, rivers, rivulets, islands and islets which may be found within the said granted tracts, without being obliged to pay us by reason of the said mines and minerals, any royal duty whatever, which duties are hereby remitted.

XXV. The said company may erect forts wherever the same may be deemed necessary for the defence of the country, may cast cannon with our arms thereon, under which the company may put the arms which are hereinafter granted; may also manufacture powder, cast cannon balls, forge arms, levy forces in the kingdom, to be sent to the said country, our permission having been previously obtained to that effect in the usual and ordinary manner.

XXVI. The said company will also have power to appoint such governors as may be deemed requisite, either upon the mainland, by separate sections or provinces, or in the said islands, which said governors shall be presented to us by the directors of the said company, in order that they may be provided with our commissions; with power also to the said company, where and so often as may be deemed necessary, to displace such governors and to appoint others in their place, to whom our commissions will be forthwith issued, it being lawful for such newly appointed governors to act as such, under the commission of such directors, for six months or for one year at the utmost.

XXVII. The said company shall have power to arm and equip such number of vessels as may be deemed requisite for the protection of the said countries and of the commerce thereof, upon which vessels such number of cannons may be mounted as may be thought necessary, and the white flag with the arms of France hoisted, and further to appoint such commanders, officers, soldiers and sailors as the said company will think proper, without its being in our power to employ such vessels in the event of war or otherwise, without the consent of the said company.

XXVIII. In the event of any prize being captured by the vessels of the said company, upon the enemies of the state, within the seas of the countries granted to the company, such prizes shall belong to and be adjudged upon by the officers appointed in that portion of the said country where such vessels may most conveniently be taken to, according to the ordinances regulating the navy, reserving to ourselves, upon such prizes, the rights due to the admiral, who will without hindrance grant the necessary commissions and permits for the egress of the said vessels from the ports of France.

XXIX. The said company will have power to treat of peace and make alliances in our name with the kings and princes of the countries where it will be desired to establish commercial settlements, and to agree with them as to the conditions of such, and the treaties in relation to the same which shall be approved by us; and in the event of aggression, to declare war, attack them and defend themselves by force of arms.

XXX. In the event of the said company being molested in the possession of its lands, and in its trade, by the enemies of the estate, We undertake to defend and assist the said company with our forces and our vessels at our own costs and expenses.

XXXI. The said company will have power, as seigniors dispensing justice in all the said countries, to appoint judges and officers of justice wherever need be, and to displace and dismiss them whenever found necessary, which said judges and officers shall take cognizance of all judicial matters connected with police, commerce and navigation, as well civil as commercial; and in such places as it will be necessary to establish supreme councils, the officers composing the same shall be nominated and presented to us by the directors general of the said company, and thereupon the commissions of such officers shall be issued.

XXXII. The company may take for its arms, an escutcheon with field azure,

sprinkled with *fleurs de lys* in gold, without number, two indians for support and a crown *treflée*, which arms We do hereby grant, to be by the said company used in its seal and engraved and put up upon its public edifices, and upon the vessels and cannons of the company and anywhere else where it may be thought proper.

XXXIII. The judges appointed in the said places will be held to give judgment according to the laws and ordinances of the realm, and the officers of justice bound to follow and to comply with the custom of Paris, according to which the inhabitants shall enter into contracts, without its being lawful to introduce any other custom, in order to ensure uniformity.

XXXIV. And with a view of favoring the inhabitants of the said granted countries, and to induce our subjects to settle therein, it is our will that those who go to the said countries shall enjoy the same privileges and immunities as if they were inhabiting this our kingdom, and that those who shall be born from them, and from the indians converted to the roman catholic and apostolic faith, shall be deemed and taken to be natural born french subjects, and as such capable of receiving by succession, gift, legacy or otherwise, without being obliged to be naturalized, and that the artisans who shall have exercised their art and trade in the said country during ten consecutive years, and who shall bring with them certificates to that effect from the officers of the places where they shall have resided, attested by the governor and certified by the directors of the said company, shall be reputed masters in their trades, in all the towns of our kingdom where they may settle, without any exception.

XXXV. The company shall have the power of making and enacting such by-laws and regulations for the management of its affairs, as well in Europe as in the said countries, as may be deemed necessary; which said by-laws and regulations We will confirm by letters patent, in order that parties concerned in the said company be obliged to observe them according to the tenor and effect of the same, subject to the penalties imposed by the same, to which the offending parties shall submit as to the decree of a supreme court.

XXXVI. All difficulties arising between the directors of the said company and parties interested therein, or other parties interested therein as copartners of an associate in the said company, by reason of the affairs of the same, shall be determined amicably by three other directors agreed upon by the parties, otherwise appointed, *ex officio*, immediately by the other directors, to adjudicate upon the case within one month; and in case such arbitrators should not give their decision within the month, others shall be named, to put an end by such means to the continuation of law suits and difficulties which might occur in the said company, which decisions the parties shall be bound to abide by, as if they proceeded from a superior jurisdiction, on penalty against the contravening parties of loss of their capital, which capital will be confiscated in favor of the party acquiescing.

XXXVII. And as to law suits and difficulties arising between the directors of the said company and individuals not interested therein, by reason of the affairs of the said

company, they will be adjudicated and determined upon before the consular jurisdiction, whose judgments will be executed without appeal, up to the sum of one thousand livres, and above that sum, by provision, saving a recourse by appeal before a competent tribunal.

XXXVIII. And as to criminal prosecutions in which any member of the said company shall be a party, either as prosecutor or as a party prosecuted, they will be determined before the ordinary tribunals, without however, that the criminal prosecution can give jurisdiction in the civil matter, which shall be determined and adjudicated upon as is above stated.

XXXIX. There shall be granted by us no letters, delays, evocations or exemptions to any of the purchasers of the assets of the company, who shall be liable for the payment of their debts in the manner they shall have undertaken to pay them.

XL. After the expiration of the said forty years, if it be thought fit not to continue the privileges of trade hereby granted, all lands and islands which the said company shall have conquered, inhabited or caused to be inhabited, together with the seigniorial dues and rights due by the said inhabitants, shall belong forever to the said company, as its own property, to be disposed of as the said company may deem fit, as of its property, as also the forts, arms and munitions, moveables, utensils, vessels and merchandize which the company shall have in the said countries, without being disturbed in the possession of them, and without it can be in our power to take possession of the said lands and islands, for any cause or under any pretext whatever, which We do hereby renounce, provided the said company do not sell the said lands and islands to any aliens, without our special permission.

XLI. And to make the said company understand how much We are desirous to facilitate the same, by all sorts of means, and to contribute with our monies to its establishment and to the purchase of vessels and merchandizes, to be sent to the said countries, We undertake to furnish the tenth part of all the funds subscribed by the said company, during the space of four years, after the expiration of which the said company shall pay us back the sums of money so advanced, without interest; and in case that during the said period of four years, the company should sustain any losses, and should prove such losses by correct statements, We do hereby agree that such losses be paid out of the monies so advanced by us, unless we prefer leaving such tenth part, so advanced by us, in the funds of the said company for four years more, the whole without interest; to have at the expiration of the said eight years a general account made of the assets of the said company, and in case there should be a loss in the general fund of the said company, We do hereby agree that such loss be taken out of the said tenth part, in so far as the same shall be sufficient.

XLII. Until the said company shall be entirely organized, which can only be after the lapse of time granted to all persons to join the same, those that have now an interest in the same, shall name six amongst themselves, to manage the affairs of the said company and exert themselves immediately in equipping the vessels, and in mak-

ing the purchase of merchandize it is proper to send in the said country; and to such directors, so chosen, those that wish to enter in the said company shall be bound to apply, and what shall have been done and negotiated by them; shall be approved of.

XLIII. We do hereby bind ourselves to execute on our behalf all the conditions above mentioned and cause the same to be executed wherever need shall be, and to procure to the said company the peaceable enjoyment of the same, during the period of the said commission, without any diminution, change or alteration.

And We hereby order and require our trusty and well beloved councillors, sitting in our Parliament and our boards of accounts at Paris, to cause these presents to be read, published and registered, and the same keep and observe according to their tenor and form, without suffering that any contravention whatever be made to them, such is our pleasure: and in order to insure the authenticity of the same, We have caused our seal to be affixed to these presents, saving in other matters our rights and those of others,

Made at Paris, in the month of May, in the year of our Lord one thousand six hundred and sixty-four, and of our reign the twenty-second.

(Signed)

LOUIS.

And further down, by order of the King,

DE LIONNE.

And on one side is written *visa* SEGUER, and sealed with the great seal.

[December 1674, copied from the Memoirs of the commissioners appointed by the Kings of France and England. Vol. II, page 479.]

EDICT OF THE KING

Revoking the charter of the West India Company and re-uniting to the domain of the crown the lands, islands, territories and rights of the said company, with permission to all the subjects of His Majesty to trade therein. December 1674.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE,

To all to whom these presents shall come, greeting.

The position of our kingdom, between the ocean and the Mediterranean, giving great facilities for the exportation and importation of merchandize, has given occasion to several undertakings to carry on trade in remote countries, and though the success of such undertakings has not always met the expectations that were entertained, in as much as most of these expeditions were made by individuals without the means to in-

sure success; We, moved by the affection we entertain for our subjects, were induced once more to forward commerce in the islands and continents of America, to preserve for our subjects the advantages they had acquired, by their intrepidity and industry, in the discovery of a large tract of territory in that part of the world, which foreigners had altogether turned to their profit, for upwards of sixty years; and to this effect, We, by our letters, in the shape of an Edict, of the month of May, one thousand six hundred and sixty four, had authorized the formation of a company, under the name of The West India Company, to which we granted, to the exclusion of all others, the privilege of trading, during forty years, on the continent of America: from the river Amazon to the river Orinoc, in the islands called *Antilles* or *Leeward Islands*, Canada or *New-France*, *Acadia*, in the island of *Newfoundland* and others, from the north of Canada to *Virginia* and *Florida*, together with the African coast, from *Cape de Verd* to the *Cape of Good Hope*, as far as the company might extend its establishments in the interior of the said country. This glorious and useful design has obtained the success we anticipated, and that company has most efficiently taken possession of the lands we had granted to them, and those extensive countries are now inhabited by upwards of forty-five thousand people, governed by two lieutenants-general of our armies, eight governors and four councils, exercising sovereign and supreme jurisdiction: Several lucrative rights, which produce an extensive revenue, have therein been established, and this trade now occupies nearly one hundred french ships, from fifty to three hundred tons, which give employment to a great number of pilots, seamen, artillerymen, carpenters and other mechanics, and procure the sale and consumption of the products of this country. However, being aware of the difficulties that this company has had to encounter in its establishment, and of the heavy and inevitable expenses they have incurred, by reason of the war they have had to sustain against the English, We have taken into consideration the present state of their affairs, and we have ascertained, by the accounts we have caused to be submitted to us, that the liabilities of the said company amount to three millions five hundred and twenty-three thousand livres; and although the company might hereafter cover these liabilities, by its commerce and by the possession of so great an extent of country, where the said company enjoys already several sources of revenue, tending to increase every day, as the country will settle,—Yet, as We are of opinion that most of these rights and revenues, are better in the hands of the sovereign, than in the hands of a company, which will exert itself, promptly to render its advances productive, for the benefit of the individuals composing the same, which could be realized but at a very remote period; and as We have also been informed that the individuals engaged in the said company, are afraid of incurring new expenses, and are desirous that We should reimburse them their advances and capital, by taking upon ourselves the burthen of continuing their establishments, and by vesting in the crown all their rights, such as they are.—We have willingly entertained this proposal, and caused the affairs of the company, from its first establishment up to the date of the thirty-first day of December, one thousand six hundred and seventy-three, to be examined by commissioners. And after a careful examination of the accounts, books and registers of the said company, they have ascertained that the shares belonging to individuals, who have voluntarily taken an interest in the said company, amount to twelve hundred and ninety-

seven thousand one hundred and eighty-five livres, for the reimbursement of which we have provided, to wit:—out of the monies and assets of the said company, to the amount of one million forty-seven thousand one hundred and eighty-five livres, and out of our royal treasury, to the amount of two hundred and fifty thousand livres.

And by means of such payments, the capital of their shares has been altogether reimbursed, with two dividends which have been paid them, at the rate of four per cent, notwithstanding the loss on the capital stock of three millions five hundred and twenty-three thousand livres, which we have alone assumed: by means whereof, individuals being reimbursed of what might belong to them, We have resolved to take back and reunite to our domain all the lands by us granted to the said company, (together with that portion still in the hands of the sieur Houel, namely the property and seigniority of the Island of Guadeloupe, with the seigniorial rights, rights of assessment, of weights and others which are levied for his own benefit,) by reason of the assignment and transfer unto us made by the directors and commissioners of the said company, by deed executed between them and Colbert, ordinary councillor in our royal council, comptroller general of our finances, Poncet and Pussor, also councillors in our royal council aforesaid, Hotman, superintendent of our finances, to whom We have delegated our authority on this behalf; and to make it known in what consideration We hold those that have engaged themselves in similar undertakings, which have been beneficial to our state, and also to grant to all our subjects the liberty of commerce in America, and to each and every one of them, on their own account and benefit, on condition only of taking the ordinary passports and permissions, and thereby to contribute to the welfare and advantages of our people:—To this effect, with the advice of our council, of our certain knowledge, full power and royal authority, We have revoked, abolished and suppressed, and do hereby revoke, abolish and suppress the West India Company, established by our Edict of the month of May, one thousand six hundred and sixty-four,—and We do hereby give leave and liberty to all our subjects to trade thereat, as also in all other countries under our dominion, by virtue of the reimbursement made to individuals, and of the assignment, transfer and abandonment made unto us, by the directors and commissioners of the said company, and accepted for us by the said sieurs Colbert, Poncet, Pussor and Hotman, by deeds passed before Le Bœuf and Beaudry, notaries, hereunto annexed and sealed with the seal of our chancery, We have united and incorporated, and We do hereby unite and incorporate with the domain of our crown, all the lands and countries, (together with that portion still in the hands of sieur Houel aforesaid in the property and seigniority of Guadeloupe,) which belonged to the said company, as well by virtue of our grants contained in our Edict for the establishment of the said company, as by virtue of purchases or otherwise, to wit:—the countries in the continent of America, from the river Amazon to the river Orinoc, and the islands called *Antilles* or Leeward Islands, possessed by french subjects, Canada or New-France, Acadia, Newfoundland, and other islands and continents, from the north of Canada to Virginia and Florida, together with the African Coast, from Cape de Verd to the Cape of Good Hope, and the property and settlement of Senegal, the trade of Cape de Verd and of the river Gambia, to be governed and administered as the other domains of our

crown, and to be, such rights of domain, assessments, weight, entries, exports, those of fifty *sols* per hundred weight of sugar and wax, entered in our city of Rouen, united to our revenues, according to their quality and nature; and to be levied in such manner as by us shall be ordained; the enjoyment of the revenues of the said countries, lands and rights whatsoever shall commence on the first day of January, one thousand six hundred and eighty-one, inasmuch as We have abandoned the credits of the said company during the period of six years, for the purpose of acquiting the debts of the said company remaining unpaid, and as the same is more amply detailed by the decree this day rendered in our council. And, in consequence, it is our will that those who shall be by us named and appointed for the administration and settlement of the said revenues, and the payment of the said debts, shall be bound to render an account of their said administration to our board of accounts and not elsewhere, except before the commissioners of our council, who will be appointed by us for that purpose, inasmuch as the administration and settlement of the said revenues and payment of the said debts, is a necessary consequence of the dissolution of the said company, in no wise affecting our interests. By reason of the statements of the said company, seen and examined by the sieurs Hotman and Le Vayer, commissioners by us appointed, We have approved, confirmed, ratified and declared valid, and do approve, confirm, ratify and declare valid, all the deliberations, ordinances, judgments, orders, mandates, commissions, settlements, acts of grace, concessions, leases and other acts generally, up to this day made by the said company, its general agents, secretaries, clerks, agents, cashiers, and all others its officers, as well upon the spot as in France, including the duties raised upon passports delivered by the company, and the duties paid upon the delivery of the same.

We have further, and do hereby discharge all the directors and commissioners, agents, secretaries, cashiers, book-keepers, clerks, officers and others of their agency, commission and administration, save and except the clerks of the islands, and others indebted for balances upon their accounts, their widows, children, heirs and successors, together with all seizures made in their hands, for any cause whatsoever, notwithstanding any contravention to the rules and regulations by us made for the establishment, conduct and administration of the affairs of the said company or to the particular by-laws and regulations of the same, hereby expressly forbidding all our officers and others to bring any action or make any demand by reason of these matters; and We have further declared and do declare valid, approve and confirm the grants of land made by the directors, their agents and attorneys, the sales made of any habitations, stores, lands and hereditaments in the countries by us granted, together with the remittances and compositions which may have been made by the directors, their clerks and agents, of any debts and credits; as also the engagements of the settlements of Senegal, the trade of the Cape de Verd and of the river Gambia, upon the terms and conditions contained in the deed executed by the directors and commissioners of the company, the eighth of November, one thousand six hundred and seventy-three, confirmed by decree of our council of the eleventh day of the same month; and considering the accounts rendered, the registers and documents in support whereof have been deposited with the clerk of our council; We likewise discharge the di-

rectors, commissioners, general agents, clerks, cashiers and officers from the obligation of rendering any accounts to our boards of accounts, by reasons of the monies of our treasury, those of our farms and the taxes of our courts of justice, levied under our orders and paid to the treasury of the company; seeing the accounts of the same, which have been rendered to the company, and since examined by the commissioners of our council, without prejudice, however, to the rights of the lawful creditors of the company, and of the monies to be paid by the said sieur Houel, by reason of what remains with him in the island of Guadeloupe, in relation to which and to the said debts, provision will be made in our council. And by reason of the extinction, suppression and revocation of the said company, We also take upon ourselves to provide, in the usual manner, in the places where the company was obliged to do so, to the subsistence of the rectors, priests and other ecclesiastics, and to the maintenance and repairs of churches, ornaments and other expenses necessary for divine service, and fit and proper persons will be provided by us for the services of rectories. It is also our will that the governors-general, and the governors of particular sections, and their lieutenants, be hereafter appointed by us, and be sworn in like manner as those of the provinces and places of the realm: that justice be administered in our name by the officers who will be appointed by us, and until such period all the officers of the company shall continue in the exercise of the duties of their offices, in our name, in virtue of these presents, without any innovation, for the present, in the councils and tribunals wherein justice is rendered, save and except as to the number of councillors in the supreme council of Martinique and Guadeloupe, which will not exceed ten in each island, composed of the municipal officers of the said islands, until such time as further provision be made by us in that respect, and save and except also as to the *prévôté* of Quebec for the administration of justice, which we have and do hereby suppress and extinguish; We do further order that justice be administered therein by the superior council, as it was administered previously to the establishment of the company, and the decree of the month of May one thousand six hundred and sixty-four.—And We do hereby require our trusty and well beloved councillors, holding our parliament and board of accounts at Paris, to cause our present decree to be read, published and registered, and the contents thereof kept and observed according to its tenor and effect, notwithstanding all Edicts, declarations, decrees and other things to the contrary, from which We have and do hereby derogate, for such is our pleasure; and in order to give publicity to these presents, we have caused our seal to be affixed to our present Edict.

Given at St. Germain en Laye, in the month of December, in the year of our Lord one thousand six hundred and seventy-four, and of our reign the thirty second.

(Signed)

LOUIS.

By order of the King,

COLBERT.

And then *visa*

DALIGRE.

[15 April 1676.—Entered Cons. Sup. Reg. A, Fol. 64. Ro.]

Powers granted to Messieurs de Frontenac and Duchesneau to give concessions.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE,

To our beloved the sieurs count de Frontenac, our Lieutenant-General in Canada, or New-France, and Duchesneau, intendant of justice, police and finances in the said country, greeting.

It being necessary to provide for the concession of wild lands to the inhabitants actually living in the said country, or to those who may be sent thereto by us for the purpose of settling, We have given and do hereby give you jointly our power, signed with our hand, to grant concessions of lands, as well to the old inhabitants as to those who will come to the country for the purpose of settlement, provided however, that the deeds of such concessions be submitted for approval, within a year from the day of their execution, in default of which the same are declared null and void. And it is also our will, that the said concessions be only given upon the condition of clearing the lands, and of bringing them into value within six immediate and consecutive years, otherwise the said concessions to be null; and provided that all such grants shall be made contiguous to one another. And to this effect We hereby specially authorize and command you; and in order to give authenticity to these presents for ever, we have caused our seal to be hereunto annexed.

Made at the camp of Heurtebise near Valenciennes, the 20th day of May 1674, and in the 34th year of our reign.

(Signed)

LOUIS.

And further down, by order of the King,

COLBERT.

Sealed, &c.

Registered, to be executed according to a decree of this day, at Quebec, the nineteenth day of October, one thousand six hundred and seventy-six.

(Signed)

BECQUET.

[August 1717.—Entered Con. Sup. Reg. E, Folio 7.]

Letters patent for the establishment of a trading company, under the name of "Compagnie d'Occident," The Western Company.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE,

To all to whom these presents shall come, greeting.

Since our accession to the throne, We have labored efficiently to effect a wholesome

reform of our finances, and to apply a remedy against the numerous abuses that a long course of warfare had introduced, and We have paid equal attention to the prosperity of the commerce of our subjects, which contributes as much to their welfare, as a careful administration of our finances; and having taken cognizance of the state of our North American Colonies, We have ascertained that they so much more need our protection, that the sieur Antoine Crozat, to whom the late king, our most honored predecessor, had granted, by letters patent of the month of September of the year 1712, the exclusive privilege of commerce in our colony of Louisiana, has humbly requested us to accept of the surrender of the said privilege, which surrender We have accepted by a decree of our council, of the twenty-third day of August instant, and also that the treaty made with the sieurs Aubert, Neret and Gayot the 10th of May 1706, in relation to the beaver trade of Canada, will expire at the end of the present year, We have thought it expedient for the benefit of our government, and the advantage of those colonies, to establish a company, able to maintain their trade and employ labourers upon plantations and cultivate land. For these reasons and others, us thereunto moving, with the advice of our most beloved uncle, the duke of Orleans, regent, of our most beloved cousin, the duke of Bourbon, of our most beloved cousin, the Prince of Conti, Prince of the blood; of our most beloved uncle, the duke of Mayne; of our most beloved uncle, the count of Soulange, Prince royal, and other peers of France, the great men of our kingdom, and of our certain knowledge, full power and royal authority, We have enacted and ordained, and We do hereby enact and ordain, will, and it is our pleasure,

I. That there be formed, by virtue of these presents, a commercial company under the name of "*Campagnie d'Occident*," "The Western Company," in which all our subjects of whatever rank and degree, other companies formed or to be formed, and corporations and communities, will be permitted to join and take an interest, for any sum they may deem fit, without derogating, by reason thereof, from their titles, quality and nobility, it being our intention that they do enjoy the privileges contained in the Edicts of the months of May and August 1669, August 1662 and December 1701, which we wish to be executed according to their tenor and effect.

II. We do hereby grant to the said company, during the term of twenty-five years, to commence from the day of enregistration of these presents, the exclusive privilege of trading in our province and government of Louisiana and in Canada, from the first day of January 1718, to the last day of December 1742 inclusively, the exclusive privilege of receiving all the beaver skins of any kind, which the inhabitants of the said colony shall have obtained by trading, reserving to ourselves to regulate, from the informations that we shall receive from the said country, the quantity of the several kinds of beaver skins which the said company shall be bound to buy yearly from the inhabitants of Canada, and the prices the company shall be bound to pay for the same.

III. We do hereby prohibit any other of our subjects from carrying on any trade within the territory of Louisiana, during the time of the privilege of the said company, on pain of confiscation of their goods and vessels; but this prohibition, neverthe-

less, is not to be understood as applying to the trade which may be carried on between the inhabitants of the said colony, or which may be carried on with the indians.

IV. And we do further forbid all our subjects from buying any beaver, in any portion of our government of Canada, for the purpose of exporting the same to our kingdom, upon pain of confiscation of the said beaver, in favor of the said company, and of the vessels on board of which the same may be laden; the trade in beaver skins will, nevertheless, remain free in the interior of the said colony, between traders and inhabitants, who will be at liberty to continue to buy and sell beaver as they have always done.

V. To enable the company to form a permanent settlement, and to execute all the undertakings in which it may engage, We have given, granted and conceded, and We do hereby give, grant and concede for ever to the said company, all the lands, coasts, harbours and islands in our province of Louisiana, in like manner and to the same extent as we had granted them to the sieur Crozat aforesaid, by our letters patent of the fourteenth day of September 1712, to enjoy the same in full property and seigniorly, together with the rights of justice, saving and reserving only to ourselves the right of fealty and homage, which the said company shall be bound to render unto us, and the kings our successors, on each mutation of the crown, with a crown of gold of the weight of thirty marks.

VI. The said company is authorized, within the limits of its concession, to make treaties and alliances, in our name, with all the nations of the country, other than those depending upon any power of Europe, and to settle with them the conditions under which the company will form its establishments, and carry on its trade amongst them, and in case of provocation, the company is authorized to declare war against them, to attack them, or defend itself by force of arms, and to make peace, or agree to a suspension of hostilities with such nations as aforesaid.

VII. The property in mines and mineral deposits which the company will cause to be opened and worked, pending their privilege, will belong for ever to the said company, without being obliged to pay us during that period, by reason of the said mines and minerals, any dues or rights of sovereignty, which are hereby remitted and released by these presents.

VIII. The company is also authorized to sell and transfer all the lands contained in its grant, subject to such *cens et rentes* as the company shall think proper to impose; also to grant them *in franc alev*, free and common soccage, without any seigniorial rights, or rights of justice, it being understood that the said company will not dispossess any of our subjects, who are already settled within the limits of the concession of the said company, of any of the lands granted unto such of our subjects, or of any lands upon which they have settled without title, but which they have improved. And we hereby will that such of them as have no titles or patents from us, be bound to take deeds of concession from the said company to secure unto them the property of the lands they possess, which titles they will be entitled to get gratuitously.

IX. The company is also authorized to construct such forts, castles and other places, as will be deemed necessary for the defence of the country so granted, place garrisons therein, and levy troops for the purposes of war within the realm, after obtaining our leave in the usual manner.

X. The company will appoint governors, superior officers and others, and have the command of the troops which it may require; the said governors and other superior officers shall be presented to us by the directors of the said company, to receive our commission; the company will have the power to remove them from office, when and so often as it will deem it proper, appoint others in their stead, to whom we will cause our commissions to be delivered without any difficulty, and in the interval of the issuing of our commissions, such officers may take the command and retain it during six months, or a year at the utmost, by virtue of commissions emanating from the directors of the company, and all such governors and superior officers shall be bound to take the oath of allegiance to our government.

XI. Such military officers as are now in our province of Louisiana, and who are willing to remain therein, and such other military officers as are desirous of going to the said province, under our pleasure, there to take service as captains or subaltern officers, will have permission to take such service, under commissions issued by the company, and by reason of such service, they will not lose the grade and rank that they now have, either in our navy, or land forces, it being our will that, by virtue of the permission hereby granted to them, they be considered as having continued in our service: and the services rendered by them to the said company, shall be considered as if the same had been rendered to us.

XII. The said company is also authorized to arm and equip for the purposes of war, as many vessels as the company will deem necessary for the increase and safety of its trade, upon which vessels they will place as many cannon as they may think proper, and hoist a flag at the peak and upon the bowsprit, and upon no other masts; the company may also cast cannon with our arms, under which they will place the arms hereinafter granted them.

XIII. The company, by virtue of the powers conferred upon them as seigniors, of administering justice within the limits of their grants;—are authorized to name and appoint judges and officers therein, wherever they shall be wanted, and wherever they shall think it fit, to remove and dismiss them at pleasure, which judges shall have cognizance of all judicial affairs and matters of police, and of trade, as well civil as criminal, and where it will be necessary to establish supreme councils, the officers composing these shall be named and presented to us by the directors of the company, and upon such nominations, our commissions shall be addressed to such officers.

XIV. The judges of admiralty who shall be appointed for Louisiana, shall have the same powers, shall administer justice in the same manner, and shall have cognizance of the same matters, as similar judges in our kingdom and in other countries under our dominion; and they will be by us commissioned upon their nomination by the admiral of France.

XV. The judges so appointed in the said countries shall be bound to administer justice according to the laws and ordinances of the realm, and in conformity to the custom of Paris, by which the contracts between the inhabitants shall be regulated, without any other custom being introduced, so as to insure uniformity.

XVI. All law suits which may arise in France between the company and individuals, by reason of the affairs of the company, shall be determined and adjudicated upon by the consular jurisdiction at Paris, and the judgments rendered by that tribunal shall be enforced and executed without appeal, when they will not exceed one hundred and fifty livres, and above that sum they will be executed provisionally, saving the right of appeal to the parliament of Paris, and as to the criminal prosecutions in which the company may be involved, as prosecutor or as party prosecuted, they will be carried before the ordinary judges, but in such cases the criminal jurisdiction shall have no cognizance of the civil matter, which shall be determined and adjudicated upon as is above provided.

XVII. We will grant no letters, delays, evocations and exemptions to any of the purchasers of the assets of the company, who shall be bound and liable to pay in the manner they shall have undertaken so to do.

XVIII. We do hereby engage to protect and defend the said company, and to employ, if necessary, the force of our arms to ensure the entire liberty of its trade and navigation, and to obtain for the same complete satisfaction for all wrongs and injuries they might be subjected to on the behalf of any foreign power.

XIX. If any of the directors, captains of vessels, officers, clerks and other persons in the employ of the company, are made prisoners by any foreign powers, whatever, who may be in open warfare with us, we undertake to redeem them by exchange or otherwise.

XX. The said company will not be permitted to carry on its trade but with its own vessels, or vessels belonging to our subjects, armed in the ports of our kingdom and manned with french crews; in which ports the said vessels will be bound to return; and no such vessel will be permitted to go directly from the countries so granted as aforesaid to the coast of Guinea, on pain of the repeal of the present privilege, confiscation of the vessels together with the cargoes therein.

XXI. The vessels of the company and other vessels of our subjects, authorized by the company or its directors, will be permitted to chase such vessels of our subjects attempting to trade within the limits granted to this company, in contravention to these presents, and the prizes shall be adjudicated upon according to our regulations on the subject.

XXII. All goods, merchandizes, victuals and munitions of war, shipped on board of the vessels of the company shall be considered as belonging to the same, unless it appear, by bills of lading drawn in due form, that they have been taken on board as freight, by order of the company, its directors or agents.

XXIII. It is our will that all and every our subjects, who shall go to the countries so granted to the said company, do enjoy all the franchises and privileges of those residing in our kingdom, and that the children of the french inhabitants of the said countries, and even the children of the resident European aliens, professing the catholic, apostolic and roman religion, be considered and reckoned natural french born subjects, and as such enabled to inherit, make and receive donations and legacies, and make any other dispositions whatever, without the necessity of letters of naturalisation.

XXIV. And to facilitate such of our subjects as will settle in the said country. We have exempted and do hereby exempt them, so long as the privilege of this company will last, from paying any duties, dues or imposts whatever they may become liable for, either personally or for goods, or in respect of their slaves.

XXV. The goods and merchandizes shipped by the company for the country so granted to them, and those required for the construction, equipment and victualling of their vessels, shall be exempt of export or import duties, whether they be due to us or to any of our cities, whether they be carried from one part of our kingdom to another, or from one port to another where the vessel is taking cargo: provided the agents of the company will undertake to bring back, within eighteen months, a certificate of the landing of such goods in the port of their destination, on pain, in case of contravention, of paying four times the amount of the duties, reserving to ourselves to extend such delays when we shall think fit.

XXVI. The said company shall also be exempt from the payment of the rights of toll and other dues, levied in our name, on the river Seine and the river Loire, upon empty casks, timber, vessels, timber for the construction of vessels and other constructions, and upon other goods belonging to the said company, provided the carriers and drivers do produce certificates of two of the directors.

XXVII. In case the said company is obliged, for the purposes of its trade, to import goods from foreign countries into the limits of their grant, the said goods will be free of export and import duties, provided they be deposited in warehouses belonging to our customs, or in those of the said company, under the keeping of the clerks of our receivers of customs dues and of the clerks of the company, who shall have each a key, until such goods shall be shipped on board of the vessels of the company, and in such case the company shall undertake to bring back, within eighteen months, a certificate of the landing of such goods in some port within the limits of the grant of the company, on pain, in case of contravention, of paying four times the amount of the duties; reserving to ourselves, in case the company should want to import from foreign countries, goods, the importation of which is prohibited, to grant them a permit, if we think fit, upon their demand to that effect.

XXVIII. The goods imported by the said company in the ports of our kingdom from the countries granted to it, on their own account, will only be subject, during the first ten years of this privilege, to pay one half of the duties imposed upon similar goods imported from the other islands and french colonies of America, according to our regulations of the month of April last; and if the said company do import from the

limits of their grant, goods others than those imported from the islands and french colonies of America, mentioned in our said regulations, such will only be subject to pay one half of the duties imposed upon similar goods imported from foreign countries, whether such duties belong to us or have been assigned over to individuals; lead, copper and other minerals shall be altogether free of duties; but if the said company do take on board of their ships goods by affreightment, such goods shall be reported to our revenue officers by the commanders of such ships, in the usual manner, and such goods shall pay full duties. As to the goods imported by the said company in the ports of our kingdom, named in the 15th article of the regulation of the month of April last, or in the ports of Nantes, Brest, Morlaix and St. Malo, on their account, as well from the countries granted as aforesaid as from any of the french islands of America, being the result of the sale of the products of Louisiana, intended for foreign countries, they shall be deposited in the warehouses of the customs in the ports where they shall reach, or in those of the company, as above prescribed, until they be reshipped, and when the clerks or agents of the company shall be desirous of sending such goods to foreign countries, by water or by land, by way of transit, which can only be made through the medium of the boards designated by our regulations of the month of April last, they will be bound to procure sureties that, within a certain time, they shall produce a certificate from the last board of exit, that such goods passed through, and another certificate of their landing in foreign countries.

XXIX. If the company construct vessels within the countries of their grant, We are willing, when such vessels shall enter our ports for the first time, to pay to the said company, out of our royal treasury, by way of gratification, six livres per ton for vessels of two hundred ton and upwards, and nine livres per ton for those of two hundred and fifty tons and upwards, upon the production of the certificates of the directors of the said company in the said countries, that such vessels have been built there.

XXX. The company will be allowed to grant special permits to vessels of our subjects to trade within the limits of their grant, under such conditions as they will impose, and such vessels, authorized by the said company aforesaid, shall enjoy the same rights, privileges and exemptions as those of the company, as well for their victuals, goods and merchandizes conveyed therein, as for those they will bring back.

XXXI. We shall cause to be delivered to the company, from our powder magazines, every year, during the time of the present privilege, forty thousand pounds of gunpowder, to be paid at the cost price.

XXXII. Our intention being to allow as many of our subjects as possible to participate in the trade of the company, and in the advantages to result therefrom, and in order that all classes of people may take an interest in it, according to their means, it is our wish that the funds of this company be divided into shares of five hundred livres each, the value of which shall be paid by government notes, bearing interest from the first day of the month of January of the present year, and when we shall have been informed, by the directors of the company, that a sufficient number of shares have been taken, we will cause the books of the company to be closed.

XXXIII. The notes of the said shares shall be payable to bearer, signed by the cashier of the company and examined by one of the directors; two descriptions of notes shall be issued, notes for one share and notes for ten shares.

XXXIV. Those who may desire to send any of these notes in the provinces or in foreign countries, may endorse them for greater security, without such endorsement can make them liable for the same.

XXXV. Aliens may acquire any number of shares they please, though they be not resident in our kingdom, and we have and do hereby declare such actions not subject to the laws relating to the incapacities of aliens, and also not subject to confiscation in case of war or otherwise, it being our will that they do enjoy such shares as our subjects.

XXXVI. And as the profits and losses in commercial undertakings are always uncertain, and as the shares of the said company cannot be regarded but as merchandize, We give permission to all our subjects and also to aliens, whether they be formed into associations, or trading in their own name, to buy and sell the said shares, as they will think proper.

XXXVII. Every shareholder, having in his possession fifty shares, shall have deliberative vote in the meetings of the company, and if he be the owner of one hundred shares, he shall have two votes, and one additional vote for every additional fifty shares.

XXXVIII. The notes of the government, paid out for such shares as aforesaid, shall be converted into rents at the rate of four per cent per annum, the interests upon which shall commence to run from the first day of January of the present year, and shall be paid out of the revenues arising from the control of notarial instruments, of our little seal, and of registrations, which we do hereby hypothecate and appropriate specially to the payment of such rents; and to this effect there shall be signed in our name, in favor of the said company, by commissioners of our council to be appointed to this effect, deeds or obligations for sums of forty thousand livres of perpetual and hereditary rents, being equal to a capital of one million of livres, at the rate of four per cent per annum, upon the production of receipts to be delivered by the keeper of our royal treasury in office, during the present year, who shall receive in payment, from the said company, one million of government notes, and that to the amount of shares subscribed in the said company.

XXXIX. The arrears of such rents shall be paid as follows, to-wit: those of the present year, during the last four months of the year, and those of the following years in four equal payments, to be made every three months, by the receiver of the revenue of the control of notarial instruments, of our little seal, and of registrations, to the cashier of the company, upon his receipt attested by three of the directors, who shall furnish him with a true copy of these presents, and of their appointment for the first time only.

XL. The directors may employ, in the trade of the company, the arrears due during the present year upon the deeds and obligations to be signed, as aforesaid, in favor of the said company, but We do expressly forbid them to employ, in their said trade, any portion of the interest of the following years, nor to affect the same to any contracts or engagements, it being our will that the stockholders be paid regularly the interest of their shares, at the rate of four per cent per annum, from the first day of January of next year, the first payment of such interest, for six months, to be made on the first day of July next, and so on every six months.

XLI. Inasmuch as it is expedient that, as soon as these presents shall have been registered, some persons do take the management of this undertaking, for the arrangement of the books and other preliminary details necessary to the formation of a new company, and which ought not to be delayed, We shall appoint, for the first time only, the directors of the said company, which said company, after the expiration of two years, shall choose and appoint, in a general meeting, three other directors, or continue the former ones in office for three years, if they think proper, and so on successively every three years, provided always that the said directors be chosen amongst our resident natural born subjects.

XLII. The directors will prepare, every year, about the end of the month of December, a general statement of the affairs of the company, and will call, by public notice, a general meeting of all the members of the said company, in which meeting the dividends of profits of the said company shall be established and declared.

XLIII. In consequence of the large number of stockholders composing the said company, We think it expedient, for the convenience of our subjects, to establish such an order in the payment, as well of the interest as of the dividends, that each bearer of shares may know the day he must call at the office of the company to be paid, without being delayed and retarded; and to this effect, we do hereby ordain that the rents of the said company, together with the dividends of the profits made by the company, shall be paid according to the numbers on each of the said shares, beginning by the first number, it being expressly forbidden to the company to make any alteration to this order; and we do further ordain that the directors of the said company do publish at the door of their office and in the newspapers, the numbers to be paid in each ensuing week.

XLIV. The shares of the company, together with the assets thereof and the salaries of the directors, officers and other persons in the employ of the said company, will not be subject to any attachment by seizure, under any pretext whatsoever, not even for our own dues, save and except that the creditors of any shareholder may seize and attach, in the hands of the cashier and book keeper of the company, what might appear to be due to any such shareholder, after a settlement of the accounts of the said company, by which settlement the creditors shall be bound to abide, without the directors being obliged to communicate to them the statement of the assets of the company, nor render them an account, and without such creditors being permitted to constitute guardians to such assets, every thing done to the contrary, we do hereby declare to be null and void.

XLV. It is also our will that the notes of the government, *billets d'état*, which shall be remitted to the keeper of our royal treasury, for the said company, be by them taken to the City-Hall, *Hotel-de-ville*, of our city of Paris, there, in the presence of the sieur Bignon, councillor of state, ex *Prévo*t of merchants, the sieur Trudaine, councillor of state, now *Prévo*t of merchants in office, of the sieurs de Serre, le Virloys, Harlan and Boucat, who have also signed the said notes, and in presence of the municipal officers of our said city of Paris, to be publicly burnt and destroyed, immediately after the execution of any contract or obligation, there having been previously made a *procès-verbal* containing the registers, numbers and sums of such notes, with entries in the said registers for the discharge of such notes, which said *procès-verbal* shall be signed by the said *Prévo*t of merchants and others named in the above article.

XLVI. The directors will name and appoint, by a majority of votes, all persons to be employed by the said company, masters and other officers to serve on board of their vessels, military and judicial officers and others, to be employed within the limits of their grant, and shall have power to remove or dismiss such officers when they will think proper, provided always that such appointments or removals be signed by at least three of the directors.

XLVII. The directors will not be responsible personally, nor shall their property be made liable, by reason of the affairs of the company.

XLVIII. It will be their duty to settle the accounts of the clerks and other persons in the employ of the company, either in France or in the countries of their grant, as also the accounts of their agents, which said accounts shall be signed by at least three of the directors.

XLIX. There shall be kept regular sets of books, cash book, book of the purchases and sales, and book of invoices; such books to be kept by double entry, as well by the general direction of Paris, as by the clerks, agents and officers of the company in the provinces and in the countries of their grant; the same to be attested and signed by the directors, and to be relied on in courts of justice.

L. We do hereby give and transfer to the said company all the forts, magazines, houses, cannons, arms, powder, brigantines, boats, *pirogues*, and all other goods and utensils now belonging to us in the said province of Louisiana, to be placed in the hands of the said company upon our orders to be therein transmitted by our maritime council.

LI. We do also hereby give and transfer to the said company all vessels, merchandizes and other effects assigned us by the sieur Crozat, as further appears by the decree of our council of the 23d day of the present month, of whatever nature the same may be, and to whatever sum they may amount, under the express condition that the company will send, in the countries of its grants, at least six thousand whites and three thousand blacks, during the period of the privileges granted to the said company.

LII. After the expiration of this privilege of twenty-five years, granted to the said

company, if we are of opinion not to grant a continuation of the same, all the lands and islands the company shall have taken possession of, or caused to be inhabited, with all lucrative rights, dues, *cens et rentes*, which shall be due by the inhabitants, shall belong to the said company for ever in full property, to be disposed of as they shall think fit, and we do hereby renounce now and for ever the right of taking from them, under any pretext and for any cause whatever, the said lands and islands; provided the said company do not sell them to any other person but our subjects; and in relation to the forts, arms and munitions of war, they shall be transferred to us by the said company, on our paying them the value thereof, according to valuation.

LIII. Inasmuch as in the settlement of the countries granted to the said company by these presents, we have particularly in view the glorification of God, in procuring the salvation of indians, savages and negroes, whom we are desirous of bringing to the knowledge of the true religion, the said company shall be obliged to erect churches in its settlements and to maintain the required number of ecclesiastics, either as rectors or otherwise, for the preaching of the Holy Gospel, to perform divine service, and to administer the sacraments, under the authority of the bishop of Québec, in whose diocese the said colony shall remain as heretofore, and such rectors and other ecclesiastics, to be so maintained by the said company, will be named by the said bishop and will be under his control.

LIV. The company may take for its arms an Escutcheon, field green with the extremity *ondée d'argent*, upon which will be laid a river *au naturel*, resting upon a cornucopia, *écu chef d'azur*, sprinkled with *fleurs de lys or*, supported *d'une face et demie or*, having two indians as supports and a crown *treflée*, which we do hereby grant to the said company, to be used as their seal, authorizing the said company to affix the same upon their buildings, vessels, cannons, and wherever else they will think proper.

LV. We do hereby authorize the said company to make the necessary rules and regulations for the management and direction of their affairs and their trade, as well in Europe as in the countries of their grants, which rules and regulations we shall confirm by letters patent, so that the associates in the said company may be obliged to observe the same according to their tenor and effect.

LVI. Inasmuch as our intention is not that the protection which we do hereby grant and promise to the said company, be prejudicial to any of our other colonies, which it is our intention equally to protect, We do hereby forbid the said company to send over, under any pretext whatever, in the said province of Louisiana, any of the inhabitants of our said colonies, unless they obtain a written permission to that effect from our governors general in the said colonies, attested by our intendants or commissioners; and We do hereby require our trusty and well beloved councillors, members of our parliament, board of accounts, and *cour des aides*, at Paris, to cause these presents to be read, published and registered, and their contents to be kept and observed according to their tenor and effects. All edicts, declarations, regulations, decrees and other things to the contrary notwithstanding, to which we have and do hereby derogate; and we do hereby will and ordain that such faith be given to copies of these presents

compared with the original by our trusty and well beloved councillors and secretaries, as is given to the original itself, for such is our pleasure; and in order to give authenticity to these presents, we have caused our seal to be hereunto affixed.

Made at Paris, in the month of August, in the year of our Lord one thousand seven hundred and seventeen, and of our reign the second.

(Signed)

LOUIS.

And further down, by order of the King,

LÉ DUC D'ORLEANS,

Regent, present.

PHILLIPPEAUX.

Visa D'AGUESSEAU. Examined in the council Villeroy, and sealed with the great seal, &c., then is written :—

Registered, at the request of the king's attorney general, to be executed according to its tenor and effect, without nevertheless that the statutes and regulations to be hereafter made by the said *Compagnie d'Occident*, "Western Company," may be put in execution, unless they shall have been confirmed by the king's letters patent, duly registered, and true copies of these presents have been sent to the *Bailliages* and *Senéchaussées* within this jurisdiction, to be there read, published and registered; the deputies of the attorney general are required to cause this to be done, and to report the same to the court, within one month, at Paris in parliament, the sixth day of September, one thousand seven hundred and seventeen.

(Signed)

GILBERT.

And further down :—Compared upon the original by us councillors and secretaries of the king, house and crown of France. [Signed.]

[Ord. of 1705 to 1707, No. 1, Folio 56.]

Ordinance which limits the reserve of fire-wood, which the seigniors have stipulated in their concessions, to the inhabitants of the island of Montreal.

JACQUES RAUDOT, &c.

The inhabitants of the island of Montreal having made known to us that in their deeds of concession, there is a clause by which the seigniors of said island have the right to take all the wood they want upon conceded lands, which clause, not being well understood, might justify the seigniors in taking, upon each lot conceded such a quantity of wood, that it might at once ruin the whole of the said inhabitants; by reason of which the said inhabitants having requested us to summon the sieur Caiche

to appear before us, that he might explain this clause, and to know from him, if the intention of the seigniors is to take upon each habitation all the wood and timber they may want, either for fuel or for carpenter's work, fences and other works, and the said Caiche, having appeared before us, has alleged and stated that in truth the intention of the seigniors was, inasmuch as by reason of the grant which had been asked of them, they could not preserve for themselves a sufficient quantity of wood for fuel, to take the same upon the lands of the inhabitants when they should have none elsewhere, but that until now, the inhabitants have no reason to complain, the seigniors not having as yet made use of their right; that nevertheless, the said seigniors being willing to treat the said inhabitants favorably, and in order to do away with their anxieties in that respect and the inconvenience it might subject them to hereafter, he, in the name of the said seigniors, consented to limit the right of taking fire wood to one arpent upon each land of sixty arpents, and so in proportion, upon the others, which firewood they will take upon the arpent nearest the clearings of the inhabitants where the wood shall not have been cut down, reserving to themselves the right of taking the other timber necessary for the erection of the buildings and dependencies of the seigniory, and for all other public buildings, which has been agreed to by the said inhabitants; we do hereby ordain, conformably to the offers of the said seigniors, and to the acceptance of the said inhabitants, that in respect to the fire wood, the said seigniors of Montreal shall only take it upon one arpent in each concession of sixty arpents, and so in proportion in the others, which said fire wood they will take on the arpent nearest the clearings of the inhabitants where the wood shall not have been cut down, of which fire wood, the said seigniors will dispose as they think proper, by means whereof the said seigniors are deprived of the right to which they laid claim, of taking all the fire wood they might want in the said concessions, reserving to them, however, the right of taking upon the said lands all the timber necessary for their own buildings and for public buildings.

Made in our residence, at Montreal, the 2d July 1706.

(Signed)

RAUDOT.

[Ordinance of 1708, No. 2, Folio 13.]

Judgment rendered by Mr. Raudot, in relation to the right of shooting and fishing in the seigniory of Beaupré.

JACQUES RAUDOT, &c.

The Reverend Gentlemen of the Seminary of this city, seigniors of the *Côte de Beaupré*, having informed us that they obtained, in the month of July 1689, from Mr. de Lotbinière, acting for Mr. de Champigny, intendant of this country, an ordinance founded upon another, rendered by Mr. Duchesneau, dated 21st day of October 1677, containing a prohibition to all the inhabitants of this country to enter, for the purpose

of shooting and fishing, upon the lands of the seigniory of Beaupré, under a penalty of one hundred livres, and under pain of confiscation of their arms, which ordinance remained unexecuted until this day, for want of publication, and of the said Reverend Gentlemen of the Seminary praying for a renewal of the said prohibitions under the same penalties, we, having taken the matter into our consideration, considered the petition of Mr. Tremblay, acting for and on behalf of the Seminary, in which a reference is made to the ordinance of Mr. Duchesneau, dated the 21st day of October 1677, to the ordinance of Mr. de Lotbinière, at the bottom of the petition of the 2d day of July 1689, the grant made to the Seminary aforesaid by Messrs. Denouville and de Champigny, governor and intendant of this province, of the beaches in front of the said seigniory of Beaupré and other lands in their possession, dated the 24th day of October 1657, and the confirmation of His Majesty, dated the 1st day of March 1688, registered in the office of this council the 28th day of February.—We do hereby prohibit and forbid any person of whatever quality and condition, to shoot and fish upon the beaches, flats and islands in front of the said seigniory of Beaupré, and also upon the lands within its limits, without leave from the seigniors, under the penalty of one hundred livres, and under pain of confiscation of the arms of persons found shooting or fishing upon the said lands as aforesaid; and these presents shall be read and published in the parishes of the said seigniory, at the church door, on the first sunday or holyday hereafter, after divine service, so that no person may be ignorant of these presents.

Made at Quebec, at our residence, the 16th March 1708.

(Signed)

RAUDOT.

[Ordinance of 1708, No. 2, Folio 92.]

Ordinance to authorize Mr. de Berthier to re-unite the lands of his inhabitants to his Domain.

JACQUES BAUDOT, &c.

Seeing our ordinance of the 27th January 1707, ordering the inhabitants who have taken concessions in the parish of Berthier, within a year and a day from the date of publication of our said ordinance, to reside upon the lands granted them, *tenir feu et lieu*, and satisfy all the other conditions of their said concessions, in default of which it will be adjudged upon the demand of the said seignior, of the 28th August last, that their lands be re-united to his domain, and Martin Casaubon, acting for Mr. de Berthier, having made known to us that Lagrandeur, Sava, Lavigne, Du Tremble und Charon, inhabitants of the said seigniory, have failed to comply with the said ordinance, and praying that their lands be re-united to the domain of the said seigniory;—In

consideration thereof, We do hereby re-unite to the domain of the said seigniory of Berthier, the lands of the above named inhabitants, and grant leave to Mr. de Berthier to dispose of the same as he shall think fit.

Made at Quebec, in our residence, the 31st October 1708.

(Signed) RAUDOT.

[Ordinance of 1710, No. 4, Folio 117.]

Ordinance maintaining Mr. Michel Perrot in the property and possession of a land given to him in exchange by Mr. La Rose, and ordering Mr. de Bécancourt to grant to him a deed of concession of the said land.

ANTOINE DENIS RAUDOT, &c.

Having seen and examined the ordinance rendered, after contestation, by Mr. Jacques Raudot, our father, the 15th June 1708, between Michel Perrot, as representing Louis Chedevergne dit La Rose and Mr. de Bécancourt, by which the said Perrot has been maintained in the property and possession of the land he had received in exchange from the said La Rose, and this according to the *procès-verbal* of a survey, made by Michel Lefevre the 22d February 1703, reserving one arpent and one eighth of an arpent, granted to the indians of the mission of Bécancourt, for the erection of their fort, and for which the said Mr. de Bécancourt was ordered to give him a deed of concession, according to promise made by him to that effect, the 9th September 1700, and the metes fixed by the said *procès-verbal*, and also conformably to the other clauses and conditions mentioned in the said *procès-verbal* and the deeds of concession given to the other inhabitants; and that within fifteen days of the notification of the said ordinance, in default whereof the said ordinance should operate as a valid title of concession to the said Perrot, and by which ordinance Nicholas Perrot, captain, was required to give communication thereof to Mr. de Bécancourt, and to certify the same at the bottom of the said ordinance; having also seen and examined the certificate of the said Nicholas Perrot, dated the 20th June 1708, together with the documents mentioned in the said ordinance, placed in our hands by the said Michel Perrot, together with memoirs explanatory of his pretensions; having moreover seen another ordinance of Mr. Jacques Raudot aforesaid, our father, dated the 22d February 1709, by which it has been ordained that the parties should be more amply heard upon their respective contestations, before him or before us, when on our way to Montreal we should pass by Three-Rivers, and by which ordinance, by provision and without prejudice to the rights of the parties, upon the merits of their pretensions, permission has been given to Mr. Bécancourt and to the indians of the mission of father Ralle, to sow the lot of land in question, and the said La Rose has been forbidden to disturb them; also the other documents placed in our hands by the said Mr. de Bécancourt, to wit: three deeds of concession to Claude David, Vincent Verdon and de Cado dit Poitevin, dated 4th December 1678, 28th July 1682, and 2d April 1683; a certi

ificate of Nicholas Perrot of the 6th February 1709, the certificate of the notification of the said La Rose, dated the 11th March 1709; a plan of the land in contestation by Mr. de Bécancourt, and a memoir of the same upon the case adressed to Mr. Jacques Raudot, our father, dated the 24th March 1710;—Upon the whole having maturely deliberated, and inasmuch as when we were about to adjudicate upon the matter at Three-Rivrs, on our return from Montreal, the said Mr. de Bécancourt requested us verbally to suspend our judgment until his return from a voyage he was about to make, to visit the highways in his quality of road inspector, *grand voyer*, after which immediately on his return, he would come down to this city with the said Perrot, his adverse party, and being informed that he has returned from his voyage upwards of fifteen days, and has neglected to come to this city as he had promised, although the said Nicholas Perrot, who is here since four days, has certified unto him that he had notified him to come down with him;—We, without any referencé to the last provisional ordinance rendered by default by Mr. Jacques Raudot, intendant, our father, the 22d February 1709, do hereby ordain that the ordinance rendered, after contestation, by the said Mr. Jacques Raudot, the 15th June 1708, be executed according to its tenor and effect; and in conformity with this ordinance, we do hereby maintain the said Michel Perrot in the property and enjoyment of the land he has received in exchange from the said La Rose, and this according to the *procès-verbal* of survey of Michel Lefevre of the 22d February 1703, with the exception of one arpent and one eighth of an arpent given to the indians of the mission of Bécancourt, for the erection of their fort; and we further ordain and enjoin the said Mr. de Bécancourt to execute in his favour a deed of concession, according to the promise of concession made thereof, the metes fixed by the said *procès-verbal* of survey, and the clauses and conditions of the deeds of concession he has given to the other inhabitants, and this within fifteen days of this ordinance, and in default thereof, this ordinance to operate as a valid title of concession in favour of the said Michel Perrot; we do hereby order the said Nicholas Perrot, captain, to give communication of this ordinance to Mr. de Bécancourt, and to certify the same at bottom thereof; and inasmuch as the said property has been enjoyed by the indians, we do hereby order that the parties be put out of court in relation to the claim of interest and damages, and restitution of revenue made by the said Perrot; and we further declare and ordain that, in case the said indians should have sowed the land in question this year, they shall reap the produce thereof, forbidding them and Mr. de Bécancourt, for the future, to disturb and molest the said Perrot in the property, possession and enjoyment of the said land, on pain of damages interest and costs.

Made at Quebec, at our residence, the 24th August 1710.

(Signed)

RAUDOT.

Ordinance ordering the widow Toupin to take the necessary steps upon the departure of the vessels, to obtain the ratification of a concession made to her.

JACQUES RAUDOT, &c.

Upon the representations made to us by Marie Madeleine Mezeret, widow of the late Jean Toupin, that a concession of half a league in front by two leagues in depth, to begin behind the seigniory of Belair, granted to her by the Marquis of Vaudreuil and by us, on the 20th January 1706, which said concession she has neglected to have ratified, in consequence of the representation of Mde. Dauteuil, who stated to her that the lands mentioned in the said grant had already been conceded to her, without exhibiting, however, any title of concession; and that during that year, the said dame Dauteuil had gone over to France, and the said dame widow Toupin, expecting her return every year, has taken no steps to have the said lands established, although a number of inhabitants have demanded the same, and as it would be unreasonable that the said dame Dauteuil, by her absence, should expose the said widow Toupin to lose her rights, if any she has by virtue of our concession, and inasmuch as it is the intention of His Majesty that lands shall be established, the said widow Toupin demands from us that we shall be pleased to grant her permission to concede lands to the inhabitants who demand the same, upon the same conditions lands are conceded in the seigniory of Belair, with promise to surrender the said concessions in the hands of the said dame Dauteuil, if she has obtained a previous grant of the said lands, provided nevertheless, that she will not be bound to the restitution to the said dame Dauteuil of the rents she shall have received from the inhabitants, who will be obliged to pay her the said rents, until she surrenders the same to the said dame Dauteuil;—In consideration whereof, seeing the said concession of the 20th January 1706, and inasmuch as the intention of His Majesty is that lands be immediately established, we do hereby ordain that the said widow Toupin will be prepared, at the departure of the first vessels, to apply to the king for a ratification of the grant in question, without prejudice, however, to the rights of the said dame Dauteuil; we do hereby grant her permission to concede the lands within the said half league in front by two leagues in depth behind the said seigniory of Belair, to the inhabitants who shall demand the same, upon the same conditions as lands are conceded to inhabitants already established in the said seigniory, granting to her all the rents that shall be due by the said inhabitants, until the day that the said dame Dauteuil shall establish that she has obtained a previous grant.

Made at Quebec, the 8th March 1711.

[Ordinances of 1713 to 1730, No. 6, Folio 19.]

Ordinance re-uniting to the domain of the sieur Tremblay six arpents of land out of twelve, possessed by sieur Louis Gaultier and ordering the said Louis Gaultier to take a title for the other six arpents, at the rate of twenty sols and one capon, or instead of the capon, twenty sols for each arpent in front by 40 in depth.

MICHEL BEGON, &c.

On the petition of Pierre Tremblay, presented to us, stating that he has acquired from Charles and Pierre Lessard, brothers, a seigniorie situate at Eboulements, of three leagues in front by two leagues in depth or thereabout, upon which seigniorie the said Lessards have granted to Louis Gaultier a concession of twelve arpents in front, by a written promise that the said Louis Gaultier pretends to have, who, within the last seven years that he is established upon the concession, has only cut down the trees upon three or four arpents in superficies, more or less, and cultivated the same with the hoe (*à la pioche*); inasmuch as the said concession cannot be put in value, by the said Louis Gaultier, and causes considerable injury to the said Tremblay, who humbly prays that we will be pleased to reunite to his domain, six arpents out of the twelve arpents now possessed by the said Louis Gaultier, and that he be obliged to take a title from the said Tremblay, under the condition of paying him every year, on the day and festival of St. Remy, twenty *sols* and one capon, or twenty *sols*, at the choice of the said Tremblay, for each arpent in front by forty in depth, and one *sol* of *cens* for the six arpents in front;—In consideration whereof, we have re-united and do hereby re-unite to the domain of the said Tremblay, six arpents of land in front, out of twelve arpents of which the said Louis Gaultier has taken possession, and we ordain that the said concession be limited to six arpents in front by forty arpents in depth, upon condition that the said Gaultier shall take from the said Tremblay a deed of concession, at the rate of twenty *sols* and one capon, or twenty *sols*, at the option of the said Tremblay, for one arpent in front by forty arpents in depth, and one *sols de cens* for the said six arpents in front, payable upon the festival of St. Remy, in each year, upon condition also that the said Gaultier shall reside upon the said land, and shall preserve the oak and pine timber thereon, fit for masts and the building of vessels.

Done at Quebec, the eighteenth of April 1713.

(Signed)

BEGON.

[Ordinances from 1713 to 1720, No. 6: Folio 67.]

Ordinance rejecting another ordinance of Mr. Deschambault, and which orders that the deed of concession of the common of La Prairie de la Magdelaine, shall be granted according to its tenor and effect, &c. &c.

MICHEL BEGON,

Considering the petition presented to us by Jean Baptiste Hervieux and François

Le Bert, inhabitants of La Prairie de la Magdeleine, setting forth that the reverend Fathers of the company of Jesus, seigniors of the said place, by contract of the nineteenth day of May, one thousand six hundred and ninety-four, had conceded to their tenants a common, to be by them and their heirs and assigns enjoyed for ever, subject to the charges, clauses and conditions therein stated, by which said deed it is expressly covenanted that it shall be lawful for the said reverend Fathers, the Jesuits, and all the said tenants, to take in the said common timber for making boards, deals and other wood which may be needful to them for building, and in the event of any wood being taken by them or by others to be sold, the wood so taken shall be paid at the rate of twenty *sols* by each tree that will be cut down, the proceeds to be used for the advantage of the said common, and accounted for annually, and that upon the faith of these conditions the said Hervieux and Le Bert, to follow up the instructions of His Majesty and to contribute to the public good, have caused a saw mill to be constructed upon their lands, in the hope of enjoying the privileges mentioned in the said deed, which said mill cost them considerable sums; nevertheless, the inhabitants of the said place, in small numbers assembled, and moved by envy and jealousy and acting, so to say, furtively, have by surprise obtained from the reverend Father Vaillant, the agent of the said Jesuits, and from the lieutenant-general of the royal jurisdiction of this town, an ordinance dated the nineteenth day of January last, by which upon their mere statement and without the principal inhabitants having been heard, and without any reason whatever, the said lieutenant-general declared null and void the said article of the said contract, forbidding the said Hervieux and Le Bert from cutting and carrying away any wood, upon pain of confiscation and other greater penalties, without taking into consideration the injury done to the said Hervieux and Le Bert, who went into the undertaking upon the solicitation of the said inhabitants, and particularly of the said Father Vaillant, who for the purpose of giving the undertaking increased facilities and ensuring its success, gave them a permission to take timber upon the lands of the said seignior, dated the twelfth of December, one thousand seven hundred and twelve, and without considering also, that it is not lawful to annul a contract without a general meeting and deliberation of all the parties interested; the said Hervieux and Le Bert praying that, seeing the deed of concession of the nineteenth of May, one thousand six hundred and ninety-four, and without regard to the ordinance of the nineteenth of January last, it may be ordered that the said Hervieux and Le Bert shall be kept in the privileges to them granted under the contract, and to forbid all persons from troubling them in any manner whatsoever, inasmuch as it is the intention of His Majesty to establish manufactures for the good of trade in the colonies, our order at foot of the said petition, dated the twenty-seventh of March last, shall be communicated to the parties interested in order that they may appear before us, upon our arrival at Montreal, the said petition and order served at the instance of the said Hervieux and Le Bert to Jacques Dené Demaille, an inhabitant of the said seignior of the Prairie de la Magdeleine, as well for himself as for the other inhabitants of the said place, by Le Pailleur, a bailiff of the superior council, dated the seventeenth of this month, with notice to appear before us on the said day to answer the complaint of the said Hervieux and Le Bert, Pierre Gagné, captain of militia in the said seignior, and part of the inhabitants having appeared before us this day, the

said parties heard, and the said Hervieux and Le Bert, who have prayed that the conclusions of the said petition be granted, and incidentally have requested that the said inhabitants may be prevented from obstructing the small river which feeds their mill with water, by trees which are daily cut down without being hauled up by them, which causes them damages, on penalty of fifty *livres*, which they claim from such of the inhabitants as will so cut down trees in the said river, without cutting them up and upon the verbal demand of the said inhabitants, that the said Hervieux and Le Bert will be bound to saw the timber which they will carry to their mill, the said Hervieux and Le Bert, consent to saw the said timber, in so far as the mill will allow, upon condition that the inhabitants will give them one half of the boards and deals which will be cut, together with the slabs, as is practised in other mills in this country, upon condition, nevertheless, that the said inhabitants shall give the said Hervieux and Le Bert, in all the month of November of each year, a statement of the timber, the sawing of which they will require, in order that they may act accordingly upon default whereof, and the said period elapsed, the said Hervieux and Le Bert will be permitted to cut the timber necessary to furnish their said mill; further that permission will be granted them to saw about seven hundred logs, which are now at the saw mill, before the timber which the said inhabitants may send thereto;—Seeing the said deed of concession of the nineteenth of May, one thousand six hundred and ninety-four, the paper signed by the said Father Vaillant, dated the twelfth of December, one thousand seven hundred and twelve, the ordinance of the said lieutenant-general of the nineteenth January last, published the twenty-first of the said month, the petition of the said Hervieux and Le Bert, and the written answer furnished by the said inhabitants to the said petition, together with the plan of the said common, without regard to the ordinance of the said Deschambault, of the nineteenth of January last, we hereby order that the said deed of concession of the said common, of the nineteenth of May, one thousand six hundred and ninety-four, shall be executed according to its tenor and effect, forbidding the said inhabitants from obstructing the river which feeds the mill of the said Hervieux and Le Bert with water, by the trees daily cut down by the said inhabitants, without cutting them up, upon pain against contravening parties of a fine of ten *livres*, payable to the said parish of La Prairie de la Magdeleine, and upon the verbal request made by the said inhabitants that the said Hervieux and Le Bert shall saw the timber which shall be taken to the said mill, it is ordered that the said Hervieux and Le Bert shall be held to saw the timber which shall be carried to the said mill by the said inhabitants, in so far as the mill allows, the said inhabitants giving therefor one half of the said boards and all the slabs as is practised in other mills in this country, we also order that the said inhabitants shall notify the said Hervieux and Le Bert of the quantity of timber they will require to be sawed, in order that they may act accordingly, and not cause to be cut as large a quantity of timber as usual for the purposes of the saw mill, which declaration the said inhabitants shall be bound to make to the said Hervieux and Le Bert in the month of November of each year, in default of which, after the lapse of the said period, the said Hervieux and Le Bert shall have the right of cutting the timber required for the said mill, and of sawing it in preference to that of the said inhabitants; leave is further granted the said Hervieux and Le Bert to saw seven hundred pieces of timber now at their said mill, be-

fore they saw for the said inhabitants; and upon the representation of the said Hevieux and Le Bert, that some of the inhabitants frequently, without any great necessity, cut down the timber of the said common and allow it to rot upon the spot; for the purpose of depriving the said Hervieux and Le Bert of the same for the use of the said saw mill; we have also ordered that the said inhabitants shall abstain from cutting down any timber in the said common, which is not immediately carried off, either for the purpose of making boards or for their use, on pain of a fine of ten livres against those who shall permit timber to rot upon the spot after cutting it down, payable to the said parish; these presents shall be read and published after divine service in the said parish, in order that no body plead ignorance of the premises. So order ed &c.

Done at Montreal, the twentieth of May, one thousand seven hundred and fourteen:

(Signed)

BEGON.

[Ordinances from 1713 to 1720, No. 6, Folio 75.]

Ordinance by which the inhabitants of Bouchard Islands are dispensed from the necessity of giving their corvée labor upon consecutive days, and providing that such labor shall be given at different and at separate periods, as herein set forth:

MICHEL BEGON, &c.

Considering the petition presented to us by Michel Laliberté, Jean Gautier and Pierre Cezaré dit La Gardelette, inhabitants of the seigniory of Bouchard Islands, belonging to the sieur Desjordy, acting as well for themselves as for the other inhabitants of the said seigniory, setting forth that, although the lands which they possess in the said seigniory have been granted to them, subject to the payment of rents and other seigniorial dues, such as other seigniors in this country exact from their tenants, nevertheless the said sieur Desjordy compels them to give him daily *corvée* labor, in proportion to the extent of land possessed by each of them, and that such *corvée* labor is exacted from them during the season for sowing, and praying that we may discharge them from the said *corvée* labor, unless the said Desjordy will prefer granting a common for the purpose of grazing their cattle, which would not be prejudicial to the said Desjordy, his seigniory being extensive, and seeing our order appended to the said petition, dated the twenty-third of May last, requiring the parties to appear before us this day, touching the said petition, which said parties having appeared, the said sieur Desjordy stated that the said inhabitants had no right to claim exemption from *corvée* labor in his favor, inasmuch as by their deeds of concession they were bound thereto; that although he was not averse to granting the common which they asked for, nevertheless he would only make such grant to the inhabitants already settled and to settle hereafter in the said Bouchard Islands, on condition that the said inhabitants would fence in the said common with pickets, and that they would, by reason of the said grant, give him a day of *corvée* labor by each farm, and in the event of

there being inhabitants with two farms, such to give two days labor, and so on with respect to others, requesting us further to order that all the inhabitants shall reside upon their farms, *tiendront feu et lieu*, and shall clear their lands according to the intention of His Majesty, in default whereof such lands shall be reunited to his domain, and that it be prohibited them to shoot elsewhere than upon their own property, on pain of incurring a fine of ten *livres*,—to which the said inhabitants made answer that they cannot accept the offer of the said sieur Dejordy to grant them a common upon condition of fencing in the same, inasmuch as the said fence could not be made strong enough to resist the ice and floods, which would carry away the said fence and oblige the said inhabitants to go to considerable expense every year to keep up the same, and that in respect to the *corvée* labor, in the event of our condemning them to give such, to apportion it and to give them the alternative of giving the labor or of paying to the said sieur Dejordy, when they desire to exempt themselves from such labor, forty *sols* for each day of such *corvée*. After hearing the parties, considered the petition, examined a deed of concession and upon the whole deliberated, we order that the said inhabitants shall give to the said Dejordy the daily *corvée* labor mentioned in their deeds of concession, which said *corvée* labor, the said Dejordy will only exact from the said inhabitants but at different periods and separately, to wit: one during sowing time, one during hay making and the last during harvest time, that those who have more than three to give, shall give them during the season for ploughing, that such of the inhabitants who desire to exempt themselves from the said *corvée* labor, may do so upon payment, to the said sieur Dejordy, of forty *sols* for each day of such labor, provided payment be made forthwith to the person notifying them to furnish such labor.—We enjoin the said tenants to reside upon their farms and to cause the same to be cleared, in default whereof it is hereby declared that, upon complaint made by the said Dejordy against those who shall not reside upon their farms and cause the same to be cleared, we shall reunite the same to the domain of the said Dejordy, upon the certificate of the rector and of the captain of militia; they are prohibited from shooting upon the domain of the seignior of the said sieur Dejordy, and upon his unconceded lands, under the penalty of ten *livres* against the contravening party. The captain of militia is required to carry out the provisions of the present ordinance, and the necessary prosecutions for the recovery of the fines incurred under the same. Thus ordained, &c.

Made and ordained at Montreal, the third of June, one thousand eight hundred and fourteen.

(Signed)

BEGON.

[Ordinances from 1713 to 1720, No. 6, Folio 77.]

Ordinance which requires the sieurs Hertel and de Niverville, seigniors of Chambly, and the inhabitants of the said Seigniorie to agree upon experts to ascertain the damages suffered by the latter, by reason of the mill race of the said sieur Hertel, and the timber which is deposited upon their lands.

MICHEL BEGON, &c.

Jean Maillot dit La Roche, Adrien Charlegrain and François Besset, of Chambly, acting as well for themselves as for the other inhabitants of the said place, entrusted with their power of attorney, dated the third of the month, having represented to us that the sieur Hertel, seignior of Chambly aforesaid, has granted to Monsieur de Ramézay, governor of Montreal, permission to erect a saw mill upon the river des Hurons, which flows through the lands of several of the said inhabitants, that the waters retained by the dam of the said mill submerge a portion of the said lands, and cause them considerable injury; that the waters so retained upon their lands rapidly flowing out carry with them the saw-dust and slabs, which are deposited upon their fields, which injures them and compels them to carry off the said slabs to prevent the grass under from rotting; that a number of pine trees have been taken upon the lands granted them, which the said sieur Hertel has furnished to the said mill, without paying them the value of the same, to which they are entitled as the proprietors of the pine trees upon their farms; that by the ordinances of Monsieur Raudot, dated the 3d July 1707 and 23d of June 1710, ordering the reunion to the domain of the said Jean Hertel of a grant to them, made by the sieur St. Ours, the twenty-sixth August one thousand six hundred and ninety-seven, and approved by Monsieur le Marquis de Denonville and Monsieur de Champigny, the twenty seventh of the said month, it is provided that the said Hertel will furnish other lands, in other places, when thereunto required, the said inhabitants praying of us that the same extent of ground be awarded them, upon the same charges and conditions as those set forth in the said concession, and that permission be granted them to take timber upon the unconceded lands of the said seigniorie, and further that a common be granted them, as well for the grazing of their cattle and the taking of wood for their use, as for the purpose of making a settlement so soon as they may be obliged to do so; the sieur Pierre Hertel de Montcourt, Jean Baptiste Boucher, sieur de Niverville, as having married demoiselle Thérèse Hertel, acting for themselves and for the sieur Hertel, their father, and for the sieurs de la Fresnière, Cournoyer, Rouville, Hertel St. Louis, Beaulac and St. Michel, having been heard, they stated to us that the sieur Hertel, their father, has by deed executed before La Baume, notary at Boucherville, dated the _____ of March last, ceded to them, by way of *avancement d'oirie*, the said seigniorie in its entire, which remains undivided between them; that in their quality aforesaid, answering the demands of the said inhabitants, they are willing that the pretended damages suffered by them, in consequence of the overflowing of the waters by reason of the dam of the said mill, shall be estimated by experts, to be chosen among themselves; that they are further willing to give up to the said inhabitants all the slabs which are deposited upon their lands by the waters of the said mill, by way of compensation for the da-

mages which it is pretended they suffer, as well by reason of the said slabs as by reason of the saw-dust deposited in their fields; that as to the demand of payment made by the said inhabitants, for the pine timber cut upon their lands, the sieur de Hertel, their father, prays that our judgment may be withheld in that respect until the return of Monsieur de Ramezay here, by reason of the covenants between the said sieur de Hertel and the said sieur de Ramezay, that they agree to give them, as an equivalent of the concession to them made by the sieur de St. Ours, two arpents in front by forty in depth, upon the banks of the little river adjoining the new concession of three arpents in front, which the said sieur de Niverville has undertaken to make to Phillippes Poirier, abreast of St. Pierre Island, descending the little river, at the same rate of six *deniers* yearly for each of the said inhabitants; that with respect to the permission required by the said inhabitants, of taking timber upon the other unconceded lands of the seigniory, they can give no consent to that effect, that the sieur de Niverville offers to the said inhabitants St. Pierre Island, to him granted in its entire by the said sieur Hertel, for the purposes of a common, in which common the said inhabitants may graze their cattle and take the timber necessary, either for building or for their use, and in which said common, an extent of ground shall be set apart for the purposes of a settlement when the same shall be deemed necessary, upon condition that all the inhabitants of the said seigniory shall give him, yearly, two days of *corvée* labor, by each granted land, one during the season for sowing and the other in harvest time, upon notifying them two days beforehand, or forty *sols* for each day's labor, at their option, that the said sieur de Niverville shall have in the said settlement a lot of ground for the purpose of building, twice the size of those allotted to the said inhabitants, and will have the right of grazing his cattle in the said common, subject to his contributing, in the same way as an inhabitant, his share of the labor necessary to the said common. After examination of the deed of concession made by the said sieur de St. Ours, dated the twenty-sixth of August 1687, the ordinances of Monsieur Raudot of the third of July 1707 and of the twenty-third of June 1710, the power of attorney of the said inhabitants and their petition of the third of this month, the plan of the seigniory of Chambly, to all which due regard being had, we do order that the said sieurs Hertel and Niverville, and the said inhabitants shall agree with one another with respect to *experts*, to value the pretended damages made to the said lands by the overflowing of the water, occasioned by the mill dam aforesaid, such damages to be paid to the said inhabitants, according to the report which will be made by the said *experts*, that the slabs which the said inhabitants have collected and will collect hereafter in their fields will belong to them, by way of compensation, as well for the past as for the future, of the injury pretended to have been sustained by the said inhabitants in consequence of the deposits of the said timber and the said saw-dust, that the pine timber which has been cut upon the lands of the said inhabitants, by the order of the sieur Hertel, shall be paid to the said inhabitants, at the rate of ten *sols* for each tree, saving to him his recourse against such persons as may be liable to him, that the said ordinances of Monsieur Raudot, of the third of July 1707 and twenty-third June 1710, shall be executed according to their tenor and effect, that by reason of the premises, the sieurs Hertel and Niverville shall make a grant to the said inhabitants as an equivalent of the concession to them made, by the said sieur de St. Ours, of three arpents in front,

which the said sieur de Niverville hath undertaken to make to Phillippes Poirier, abreast of St. Pierre Island, in descending the little river, upon condition of the payment of six *deniers* annually, by each of the said inhabitants, the said inhabitants are forbidden from taking any timber upon the unconceded lands of the said seigniory of Chambly, under penalty of a fine of three *livres* against each of the contravening parties, payable to the Fabrique of the parish of the said seigniory of Chambly, and seeing the offer of the said sieur de Niverville to give to the said inhabitants St. Pierre Island, for the purposes of a common, and to build therein a settlement to protect themselves from the enemy, and the acceptation made by the said inhabitants of the said offer, it is in consequence ordered that the said sieur de Niverville shall cede and abandon to the said inhabitants of St. Pierre Island aforesaid, in its entire, to him granted by the said sieur Hertel, to be by them used as a common, and in which common the said inhabitants may graze their cattle and take the timber necessary for building and for their use, and in which an extent of ground shall be set apart for the purposes of a settlement, upon condition that all the inhabitants of the said seigniory shall give him, yearly, two days of *corvée* labor by each granted land, one during the season for sowing and the other in harvest time, upon notifying them two days before hand, or forty sols for each day's labor, at their option; that the said sieur de Niverville shall have in the said settlement a lot of land for the purpose of building, twice the size of those allotted to the said inhabitants and will have the right of grazing his cattle in the said common, subject to his contributing, in the same way as an inhabitant, his share of the labor necessary to the said common.

Made at Montreal, in our residence, this seventh day of June one thousand seven hundred and fourteen.

(Signed)

BEGON.

[Ordinances, from 1713 to 1720, No. 6, Folio 83.]

Order confirming the redemption made by Mailame de Varenne of a lot of land purchased by Alexis Bissonnet.

MICHEL BEGON, &c.

The widow lady of the late sieur de Varenne, proprietor of the seigniory of Cap Varenne, having represented to us, that having brought suit in an *action en retrait* against Alexis Bissonnet, an inhabitant of Verchères, in which suit an interlocutory order was made, the eleventh day of May last, requiring *qu'avant faire droit*, the said dame de Varenne should produce the deed of concession made to Jean Gaultier, of the land acquired by the said Bissonnet, and that being desirous of proceeding to judgment in the said suit, the sieur Deschambault, lieutenant-general, had sent the pro-

ceedings in the said action before us, by reason of his having been informed that the said Bissonnet had appealed to us in the matter in question, which compels her to pray of us, inasmuch as the determination of the said cause lies with us, to confirm the proceedings had before the said justices of this city and thereby avoid the heavy expenses which would be incurred by a new proceeding, praying of us to cause the said Bissonnet and Jean Gaultier to appear before us, and that thereupon it be ordered that the said Bissonnet shall be bound to give up and abandon to the said dame de Varenne, a lot of land situate in the said seignioriy of Cap Varenne, containing two arpents in front by thirty in depth, acquired by the said Bissonnet from the said Jean Gaultier, in compliance with the clauses of the deed of concession made by the said late sieur de Varenne, to the said Gaultier, of the said land, executed before Frerat, notary, on the last day of May, one thousand six hundred and seventy-eight, setting forth that the said sieur de Varenne, among other things, reserves to himself the right of redeeming the said land, in the event of the same being sold by the said Gaultier, upon repaying to the purchaser the price of the same, the said dame de Varenne offering to repay the said principal sum, with costs and charges, the amount being tendered *a bourse deliée et demiers découverts*, and *sauf à parfure*;—Having heard the parties and seen the deed of concession of the last day of May 1678, the petition presented by the said dame de Varenne to the said sieur Deschambault, dated the first of may last, the order at the foot of the same, bearing the same date, the service of the said petition and order at the instance of the said dame de Varenne, to the said Bissonnet, by one Senet, a bailiff, the fourth of the same month, the notification of the redemption to be made, at the instance also of the said dame de Varenne to the said Bissonnet, by the said Senet the fourteenth day of the month of May aforesaid, with summons to appear before the justices of the said city to be condemned to surrender to the said dame de Varenne, by right of seigniorial redemption, the possession of the said conceded land, circumstances and dependencies, upon the offers made by the said dame de Varenne to the said Bissonnet, of the price of sale, costs and charges *a bourse deliée et demiers découverts*, and *sauf à parfure*, according to law, the judgment rendered the said eleventh of May last,—The whole seen and considered, we have, seeing the appeal to us in this cause, affirmed the proceedings had before the said Deschambault, and have declared the redemption, (*retrait*) made by the said dame de Varenne, good and valid, and we therefore order that the said Bissonnet shall be held to surrender and deliver up to the said dame de Varenne, the land and premises by him acquired from the said Jean Gaultier, subject to the said dame de Varenne, paying forthwith to the said Jean Gaultier the sum of fifteen hundred and fifty livres, amount of the purchase money, inasmuch as the said Bissonnet has not paid the said sum to said Gaultier, we adjudge the said dame de Varenne to pay to the said Bissonnet, the sum of thirty-six livres, at which we have taxed the costs and charges, upon which the said dame de Varenne will remain and be the proprietor of the said land, and the said dame de Varenne did immediately and in our presence, pay the said sum of fifteen hundred and fifty livres to the said Gaultier, in notes, nine whereof of one hundred livres each and thirteen of fifty livres each, together with the sum of thirty-six livres, of which payments the said dame de Varenne required *acte*, which we have granted her, by reason whereof the said dame de Varenne doth remain well and duly exonerated and discharged; we adjudge the said

Bissonnet to give up to the said dame de Varenne, the said deed of sale and other titles relative to the said land and to him given by the said Gaultier.

Done at Montreal, the fifteenth day of June, one thousand seven hundred and fourteen.

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 88.]

Ordinance which condemns the sieur de Rigauville, to give titles to the inhabitants to whom he has conceded lands, and to make them place metes and bounds, and ordering him to appoint an agent to receive his rentes in the seigniory of Berthier.

MICHEL BEGON, &c.

Considering the present petition, we order the sieur de Rigauville, to cause the lands conceded in the seigniory of Berthier to be meted and bounded in all the month of March next, for which purpose the said de Rigauville will procure the attendance of a surveyor from Montreal, who will be paid by the said inhabitants, we further order the said Rigauville to grant deeds of concession to the inhabitants to whom lands have been conceded, upon their paying the costs of such deeds with a copy for the seignor and another for the grantee; and upon the complaints made to us by the said inhabitants that the said Rigauville hath neglected to appoint an agent in the said seigniory, to receive the rents of the same, we do order that the said de Rigauville shall appoint an agent in the said seigniory, to whom the said inhabitants may pay the rents due to them, and we dispense them from paying the said rents elsewhere than in the manor house of the said seigniory, or in some place within the same, at the time fixed by their deeds of concession.—The present ordinance shall be signified to the said de Rigauville, and upon his default, to cause the lands of the said inhabitants to be meted and bounded, in all the month of march next, and to grant them their deeds of concession, we have discharged and do hereby discharge the said inhabitants from the payment of any rents to the said de Rigauville, from the first day of April next until the day of the execution of the deeds of concession before notaries, which he is bound to give them, and of the *procès-verbal of bornage*.

Done at Montreal, the nineteenth day of June, one thousand seven hundred and fourteen.

(Signed)

BEGON.

[Ord. from 1713 to 1720, No. 6, Folio 92.]

Ordinance which maintains the sieur Guertin in the possession and enjoyment of a land conceded to him the 20th March 1710, without further charges than those stated in his deed of concession.

MICHEL BEGON, &c.

Paul Guertin, an inhabitant of the seignory of Contrecœur, having represented to us, that he has purchased a land from Paul Demarest in the seignory of Contrecœur, containing three arpents in front, by twenty in depth, in exchange for which he has granted the said Demarest a land to him belonging in Bouchard island, of which the sieur Dejordy is seignior, the said land belonging to the said Demarest, by purchase from Jacques Lavoix dit St. Amour, by deed executed before Abel Michon, notary, in the jurisdiction of Contrecœur, in 1710, and to the said Lavoix belonging, by purchase from Guillaume Edeline dit Labonté, by deed before Antoine Adhémar, notary in this city, dated the twentieth of March 1710, praying that we may order the sieur de Contrecœur to appear before us, to the end that he may be ordered to allow the sieur Guertin to enjoy the land so granted, according to the deed of sale of the twentieth of March 1710, in which it is stated that the land is bounded, on one side by the lands of the church of the parish of Contrecœur, and on the other side by dit Chateaubrillant, in front by the river St. Lawrence, and in the rear by unconceded lands, without reference to a survey of the said lands made at the request of the said sieur de Contrecœur, by one Basset, surveyor, about three years ago, and to the new boundaries established without reference to the survey made and the old boundaries established by one Le Rouge, a surveyor, about forty years ago, inasmuch as by following the recent survey, there would be a diminution of a quarter of an arpent in front, by the whole depth of the said concession, and that if this diminution took place, he would cease to be bounded on one side by the lands of the church, and on the other by that of the said Chateaubrillant, although these boundaries are stated in his title; the the said Contrecœur having been heard stated, that having ascertained that the survey made by Le Rouge caused him considerable loss in the whole extent of his possession, he has caused the same to be surveyed anew by the said Basset, and that in fact, by the last mentioned survey, it has been ascertained that the inhabitants of his seignory possess about five arpents of land in front, over and above the quantity set forth in their titles, and that the said Guertin is in possession of a quarter of an arpent over the three arpents conceded him, without paying rent for the said quarter of an arpent, which he deems to be unjust, inasmuch as by his deed he is only entitled to ninety arpents in superficies;—Having seen and examined the deeds of sale above dated, taken the whole into consideration, without reference to the recent survey made by the said Basset, at the request of the said Contrecœur, we do order that the said Guertin shall enjoy the said grant, which will be bounded on one side by the lands of the church, and on the other side by that of dit Chateaubrillant, as set forth in the deed of the twentieth of March 1710, and according to the survey made by the said Le Rouge, which will be followed throughout the extent of the said seignory, subject only to the payment of the charges stated in the said concession; we do hereby enjoin all persons

to abstain from changing the ancient boundaries fixed, as well by the said Le Rouge, as by other surveyors, under pretence of correcting errors which may have been made by him; the present ordinance shall be read and published in the parish of the said seignory, in order that nobody may pretend ignorance of the same.

Done at Montreal, the twenty-fourth of January, one thousand seven hundred and fourteen.

(Signed)

BEGON.

[Ordnances. 1713 to 1720, No. 6, Folio 94.]

Ordinance condemning the sieur de l'Échaillon to pay to the heirs Deguire dit Larose the sum of 131 livres, being for a like sum paid to the sieur de St. Ours, his father, for a land sold to Frs. Deguire by the said de St. Ours, the improvements upon the said land to be paid, à dire d'experts.

MICHEL BEGON, &c.

Jean Deguire and Jeanne Deguire, wife of Jean Boyer, acting as well for themselves as for Jean Baptiste, Pierre François and Marie Magdelaine Deguire, Jean Valade, as having married Marie Joseph Deguire, and the children and heirs of the late Luc Deguire, all heirs of the late François Deguire, their father, have represented to us that the sieur de St. Ours, Esquire, seignior of the place, had by a certain paper writing under his signature, dated the thirteenth of September, one thousand six hundred and eighty-two, sold to the said François Deguire dit Larose, a land and dependencies, situate in the said seignory of St. Ours, containing two arpents in front by thirty arpents in depth, which had heretofore been conceded to one Lacroix, for the sum of one hundred and thirty-one livres, as the price of sale, subject further to the payment of three livres of seigniorial rent, three live capons or fifteen pence as and for the value of each capon, and one sols of seigniorial cens et rentes, payable yearly, for the said land, at the manor-house of the said de St. Ours, at the festival of St. Martin of each year, which said sum of one hundred and thirty-one livres the said late François Deguire had paid to the said de St. Ours, upon a receipt signed by him, dated the eighteenth of April, one thousand six hundred and eighty-eight, of which land the said late Deguire had the enjoyment up to the day of his decease, which had occurred twelve years ago, having previously cleared about eight arpents of land fit for the plough, the said Jean Deguire, having since the decease of his father enjoyed the said land, up to the spring of last year, 1713, when the sieur de l'Échaillon, the son of the said sieur de St. Ours, had prevented him from ploughing and sowing in the said land, under pretence that the same belonged to him, as having been given him by the said sieur de St. Ours, his father, which had surprised the said Deguire, inasmuch as since the death of his father, he had always been in possession of the said land, praying of us that we may be pleased to order the said sieur de l'Échaillon to appear before us, to the end that he may be ordered to leave the said Deguire in the undisturbed possession and enjoyment of the said

land;—the said l'Echaillon having been heard stated, that the said sieur de St. Ours, his father, had ceded the said land to him, by deed executed before Antoine Adhémar, a royal notary, of the royal jurisdiction of this city, dated the 19th of July 1712, the said land having belonged to the said de St. Ours, by means of re-union to his domain effected by the ordinance of Monsieur Raudot, dated the 17th of July 1710, and of the sieur Raimbault, acting as his deputy, dated the 30th June 1712, by reason of the default of the said heirs Deguire to inhabit the said land, *tenir feu et lieu*, to cultivate the same, make the necessary fences for the common, perform the other public works, and to give the necessary clearings to their neighbours, the said de l'Echaillon praying that he may be kept in the possession and enjoyment of the said land;—The said Jean Deguire having represented that since the said pretended re-union, one Sanssoucy to whom he had farmed out the said land, had paid to the said de St. Ours the sum of three livres, on account of the *cens et rentes* of the said land, as appeared by a receipt of the said de St. Ours, dated the 10th of November 1712, and had made all the fences and ditches; and had given clearing to their neighbors, as appears by the certificate of the sieur de la Faye, rector of the seigniories of Contrecœur, St. Ours and Verchères, maintaining that the said ordinances cannot be invoked against them, and praying that they may be allowed to contest the same, inasmuch as the same were rendered against them by default:—Having heard the parties, seeing the sale by the said de St. Ours to the said François Deguire dit Larose, dated the 13th September 1682, the discharge of the said de St. Ours, dated the eighth of April 1688, of the purchase money, another discharge of the 17th November 1712, the deed of concession of the said land, made by the said de St. Ours to the said de l'Echaillon, the 12th July 1712, the ordinance of Monsieur Raudot of the 7th July 1710, that of the sieur Raimbault of the 30th June 1712, and having considered upon the whole, we have admitted the said heirs Deguire as parties contesting the said ordinances of Monsieur Raudot and the sieur Raimbault, and inasmuch as it doth not appear by the same, that they were informed that the said land, which was so re-united to the domain of the said de St. Ours, had been sold by him for the sum of one hundred and thirty-one livres, by his paper writing, dated the twentieth of September 1682, nor that they were informed that, since the sale of the said land considerable sums of money have been expended by the said late François Deguire to clear the same, we do hereby order that the said de l'Echaillon shall pay to the said heirs Deguire the sum of one hundred and thirty-one livres for the like sum paid to the said sieur de St. Ours, by the said late François Deguire; moreover that the said land shall be seen and examined by the inhabitants, having a knowledge of these matters, who shall be chosen by the said l'Echaillon and by the said heirs Deguire, who will estimate all the improvements made upon the said land since the thirteenth day of September 1682, to the 19th of July 1712, at which period the said l'Echaillon took possession of the said land, in virtue of the grant made to him by the said de St. Ours, by his father, after the re-union made of the same to the domain of the said de St. Ours, the 30th of June of the said year 1712, in virtue of the ordinance of the said Raimbault, which said *arbitres* shall draw up a report for the said heirs, upon which the said de l'Echaillon shall pay to the said heirs the estimated value of all the said improvements, together with the said sum of one hundred and thirty-one livres, and this within eight days after the said report shall have been served upon the said l'Echaillon,—

and in default of the said de l'Echaillon paying the said sums within the said delay, we have condemned him and do hereby condemn him, without the necessity of any further proceedings, to deliver up and surrender the said land to the said heirs, who shall enjoy the same as they have hitherto done, subject to the payment, by them to the said de St. Ours, of the arrears of *cens et rentes* now due.—We have granted *acte* to the said sieur de l'Echaillon of the nomination made by him of one Larivière, of St. Ours, yeoman, and to the said Jean Deguire and Jeanne Deguire, his sister, of the nomination made by them of one St. Martin of Contrecœur, yeoman, who will take the necessary oath before the sieur Faye, rector of the seigniories of St. Ours and Contrecœur; whom we have named for that purpose.

Done at Montreal, the twenty-seventh of June, one thousand seven hundred and fourteen.

(Signed)

BEGON.

[Ord. from 1713 to 1720, No. 6: Folio 180.]

Ordinance postponing a decision upon the petition of the sieur de Vincelotte (by which it is pretended that the oak trees upon his seigniorie belong to him, as having been given to the dame de Chavigny, his mother,) until the intentions of His Majesty upon the subject shall have been made known.

MICHEL BEGON, &c.

Between Joseph Amiot, sieur de Vincelotte, plaintiff, by petition, personally present on the one part, and Pierre Caron, Pierre Bernier, Charles Bernier, and Jean Fournier, inhabitants of the said seigniorie, acting as well for themselves as for Jean Blais, Jean Goudreaux and the widow Côté, defendants, summoned to appear this day, personally present; on the other part, the said petition shewing that Damoiselle Geneviève de Chavigny, mother of the plaintiff, wife by her second marriage of the sieur de l'Épinay, a councillor of the king, and his attorney in the *prévoté* and admiralty of this city, hath obtained from Messrs. de Frontenac and Duchesneau, heretofore governor-general and *intendant* in this country, an ordinance in virtue of which the plaintiff pretends he hath a right to take oak trees, in his seigniorie of Vincelotte, for building as well upon sea as upon land, and for these purposes he hath, about a year ago, commenced cutting down and drawing out a portion of the oak timber for a vessel which he is desirous of building; which oak timber he has so drawn from a distance of four miles and a half, with a view of preserving a few trees of like timber nearer to him, upon the lands of some of his *censitaires*, to be used as he may require the same in building, but that having been compelled by illness, during the last winter, to come hither in search of health, the said *censitaires*, notwithstanding the reserve made of the said timber upon their lands did, immediately after his departure, sell and take away all the oak timber which they had upon their lands, to defraud the plaintiff, and to derive profit from that which does not belong to them, concluding that we might be pleased to compel to ap-

pear before us, such of the said inhabitants as have clandestinely sold the said oak trees, in order that such penalties may be imposed upon them as may be thought fit by us, and that the sums of money received for the value of such timber may be paid over to the said plaintiff, as the proprietor of the said timber, and with a view of avoiding costs, that the captain of militia of the place shall read the said petition to the parties interested, and that the price agreed upon for the said oak timber shall be seized in the hands of the purchasers of the same; and by the said Caron, Bernier and Fournier, it was stated that they had sold a few oak trees which were upon their lands, to the sieur Prat, for the purposes of a vessel he is now building, but that the said oak trees do not belong to the said Vincelotte, as alleged by him in his said petition, but that the same belong to His Majesty, who has in all the grants made in this country, of lands in seignior, reserved the oak timber for the construction of vessels, and who has ordered all seigniors to make the same reserve in the grants which they would make of lands in their seignories, to the inhabitants of this country, which reserve is not made with a view that seigniors may profit by the same, but solely that oak timber being preserved in this colony, His Majesty may dispose of the same for the building of ships, that the plaintiff cannot take advantage of the permission obtained by damoiselle Chavigny, the mother of the sieur de Vincelotte, from Messieurs de Frontenac and Duchesneau, to take timber upon the conceded lands of his *censitaires* to build as well upon sea as upon land, inasmuch as the said permission is only granted upon condition that it shall not interfere with the condition set forth by the grant made by Mr. Talon, which subjects the said damoiselle de Chavigny, as well as all other seigniors of the country, to preserve and cause to be preserved, the oak timber, not for their use, but for the king's, and that though it were a favor which Messieurs de Frontenac and Duchesneau had intended to convey upon the said damoiselle de Chavigny, it could not be prejudicial to them, inasmuch as they had not been heard, the permission having been granted upon a mere petition, that if Messieurs de Frontenac and Duchesneau had intended that the said damoiselle should be more favorably treated than any of the other seigniors of the colony, by granting her the oak which His Majesty has reserved, they would have obtained a confirmation of the gift of the said timber, which the sieur de Vincelotte pretends was made to his mother, which has not been done, and which, nevertheless, was more necessary than the confirmation of grants, inasmuch as to render this gift valid, it would be necessary that His Majesty should have desisted from the reserve which has always been made of the said timber, that since the settlement of the country, the seigniors have sold the oak timber which has been found on their domains, and the inhabitants the timber found upon their lands, when occasion presented itself, without either the seigniors or the inhabitants being prevented by the governors or intendants, by reason of any contravention by the said seigniors and inhabitants, to the clause in their deeds of concession which prohibits their disposing of any oak timber, which seems to have been tolerated in favor of ship building, by reason of the advantages resulting to the colony therefrom, but that this indulgence having always been extended equally to the seignior and inhabitant, it is right that they should profit by the oak timber found upon their lands respectively, and in truth, no other seignior, except the said Vincelotte, has claimed such a privilege up to this period, that moreover they pay him forty *sols* of *rente foncière* annually, by each arpent

in front by forty in depth, besides a capon, whilst the inhabitants of the adjoining seignories only pay twenty *sols* by arpent. Praying that the action wrongfully brought against them by the sieur Vincelotte may be dismissed, and *main-levée* granted of the seizure made in the hands of the sieur Prat,—Having examined the said petition, our order dated the twentieth of April last, at foot of the same, requiring the parties to appear before us, at our residence, the first day of July next at eight o'clock in the morning, with permission to the petitioner to seize as prayed for, at his risk and peril, the certificate of the service of the said petition and order at the instance of the said Vincelotte, to the said Goudreaux, Blais, Pierre and Charles Bernier, Jean Fournier and the widow Côté, by Jean Michon, bailiff; dated the eighteenth and nineteenth days of June last, with summons to appear before us on the said day, the return of the seizure made at the instance of the said de Vincelotte, in the hands of the sieur Prat, by Rageot, a bailiff in the prévôté of this city, this day, the deed of concession dated the third of November 1672, granted by the said Mr. Talon, intendant in this country, to the said damoiselle de Chavigny, of a league of ground in front, by as much in depth upon the river St. Lawrence, from Cap St. Ignace inclusively to the unconceded lands, in which deed it is set forth that the said damoiselle Amiot shall preserve as well the oak timber fit for ship building, which may be found upon the land she will reserve to herself for her principal manor, as the oak timber of like quality upon lands conceded to, or to be hereafter conceded to her tenants,—also the petition presented to Messrs. de Frontenac and Duchesneau, their order at the bottom thereof, dated the 29th October 1680, setting forth a permit to the petitioner to take in the said seignory such timber as she may require for the building of houses and of vessels, without that the said order can be prejudicial to the clause set forth in the deed of concession of Mr. Talon, nor that the said damoiselle Amiot shall have the right to take from any one inhabitant all the timber which she may require, or to take the same from such places where they may have been preserved, either for ornament or for immediate use,—having also seen a deed of concession of a land four arpents in front by forty in depth, granted by the said damoiselle Amiot to Pierre Glonet, executed before the late Romain Becquet, royal notary in the prévôté of this city, dated the 14th October 1678, by which the said Glonet is bound to preserve standing all the oak trees which may be found upon the said land fit for ship building,—and having upon the whole maturely considered, we have suspended adjudicating upon the demand of the sieur Vincelotte, until it shall have pleased His Majesty to communicate to us his intention touching the said demand; nevertheless we have provisionally granted *main-levée* of the seizure made in the hands of the said Prat.

Done at Quebec, the fourth of July, one thousand seven hundred and fifteen.

(Signed)

BEGON.

[Ord. from 1713 to 1720, No. 6, Folio 188.]

Ordinance permitting the sieur Hamelin, seignior of a portion of Grondines, to cause the issues and profits of the land of the widow Lahais and of her children, to be sold, the proceeds of such sale being applied to the payment of the rents and arrears of rent due, the balance to be paid over to the said widow as the tutrix of her children.

MICHEL BEGON, &c.

Upon the representations made to us by sieur François Hamelin, seignior of a portion of Grondines, that the land belonging to the widow Lahais and her minor children, issue of her first marriage, situate in the said seignior, has been abandoned for the last five or six years, and the rents and arrears of the same have not been paid during that period, the said widow being in the district of Montreal, praying, as well for the purpose of securing the said arrears as for the benefit of the said minors, that he may be allowed to cause the sale of the produce of the said land, to be published by the captain of militia,—to all which having due regard, we permit the said Hamelin to cause publication of the sale of the produce of the said land by the said captain of militia, and thereupon proceed to the sale of the same to the highest and last bidder, after three publications, after divine service, at the church door of the parish, the proceeds of the said sale to be applied to the payment of the said arrears, the balance, if there be any, to be paid over to the said widow as tutrix of her said children.

Done and given at Quebec, the 22d July 1715.

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 190.]

Judgment by which certain parties called Mayot, Lavigne and Grégoire are condemned by default, to reside (tenir feu et lieu) upon the seignior of Lotbinière, and to pay to the sieur Chartier, seignior of the same, the cens and rentes due, upon pain of re-union of their lands to the domain of the said seignior.

MICHEL BEGON, &c.

In a cause wherein Eustache Chartier, Esquire, sieur de Lotbinière, councillor in the superior council of the country, plaintiff by petition, present in person, on the one part, against René Mayot, Lavigne and Grégoire, defendants, by default, acte of their default is granted to the said plaintiff, upon the summons served upon them by Dehorné, bailiff, dated the twenty-eight day of July last, returnable this day, to the end that they may be condemned to reside upon, *tenir feu et lieu*, in the said seignior of Lotbinière, and to pay the *cens et rentes* which they owe, in default whereof that the said lands may be and remain re-united to the domain of the said seignior, to be disposed of by the said sieur de Lotbinière as he may see fit; and the said Lotbinière having

prayed that the default of the said Mayot, Lavigne and Grégoire may be registered, we have granted the same with costs.—These presents to be served, &c.

Done and given at Quebec, the third August, one thousand seven hundred and fifteen.

(Signed)

BEGON.

[Ord. 1713 to 1720, No. 6, Folio 204.]

Ordinance condemning the inhabitants of the Côte de Lauzon to exhibit to the sieur Boucher, Priest and Rector of Lauzon aforesaid, the deeds and titles concerning the lands which they hold, together with the receipts of the cens and rentes they have paid to the late sieur Duplessis, in order to wind up the accounts of the estate, under the penalty of a fine of 20 livres against defaulters.

MICHEL BEGON, &c.

Having examined the present petition, we order all the inhabitants of the seignory of Lauzon to exhibit to the sieur Boucher, Priest and Rector of the said seignory, the titles and deeds of the lands they hold within the said seignory, together with the receipts for the *cens et rentes* they have paid to the late sieur Duplessis. We name and appoint the said Boucher to settle and close the accounts which the said inhabitants have with the said estate, and confirm what may be done by the said Boucher, and for that purpose, we order the said inhabitants to exhibit to the said Boucher their titles, deeds and receipts within fifteen days after the said petition, and these presents, shall have been read and published after divine service in the parishes of St. Nicholas and St. Joseph in the said seignory, under penalty of a fine of twenty livres against every defaulter, payable to the said parishes and which fines shall be recovered and sued for by the church wardens of the said parishes.

Done at Québec, the twenty-second of November, one thousand seven hundred and fifteen.

(Signed)

BEGON.

[Ord. from 1713 to 1720, No. 6, Folio 204.]

Ordinance prohibiting the inhabitants of the seignory of Neuville from cutting down timber of any description upon the unconceded lands of the said seignory, under penalty of a fine of fifty livres against any contravening parties, payable to the fabrique of the said seignory.

MICHEL BEGON, &c.

Upon the complaints made to us by the sieur Dupont, councillor in the superior

council of the country, seignior of the seignior of Neuville, that the inhabitants of the seignior, without his permission, cut down and carry away the pine and other timber upon the unconceded lands of his seignior, which has caused him considerable damage, and praying that we will be pleased to prohibit the said inhabitants from cutting or carrying away any timber upon his unconceded lands, under such penalty as we may order, and that leave be granted him to seize such timber as may have been cut down by the said inhabitants:—To all which due regard being had, we hereby forbid the inhabitants of the said seignior of Neuville, to cut any timber upon the unconceded lands of the said seignior of Neuville, under penalty of a fine of fifty livres against any contravening party, payable to the *Fabrique* of the church of the said seignior;—Leave is granted the said sieur Dupont to cause the timber cut down, without his permission, to be seized; and our present ordinance shall be read and published at the church door of the said parish, after divine service, in order that ignorance of the same may not be pretended.

Done at Quebec, the eighteenth day of December, one thousand eight hundred and fifteen.

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 210.]

Ordinance condemning the inhabitants of La Chevrotière to give their corvée labour, without it be necessary to furnish them food and tools when they will be requested so to do, except during the season for sowing and harvest time; and forbidding the seigniors of this colony to insert this clause in relation to corvée labour in their deeds of concession to be hereafter made, on pain of nullity.

MICHEL BEGON, &c.

Between François de Chavigny, seignior of the fig and seignior of La Chevrotière, petitioner, here present, aided and assisted by Mr. La Cettièrre, his attorney, on the one part, and Joseph and Louis Chapelain and Thérèze Chailé, widow of the late François Nau, the elder, and François Nau, the younger, inhabitants of the said seignior, also present on the other part, defendants;—Having, the plaintiff, prayed for judgment conformably to the conclusions of his petition, dated the second day of October last, and of his summons, dated the twenty-ninth day of the said month, by which it has been represented to us that several of his inhabitants refuse to give him annually the *corvée* labour to which they are subjected by their deeds of concession, and by the ordinance of Mr. Raudot, dated the fourth day of June, one thousand seven hundred and ten, by which said last ordinance, on the demand of Mr. Robineau, seignior of Port-Neuf, against one Marcot, for having refused to procure for himself his food, and make use of his tools, while giving the two days of *corvée* labour, which he was obliged to give every year to the said Mr. Robineau, it was ordered that the said Marcot, and the other inhabitants of Portneuf, should give to Mr. Robineau their

corvée labour without the seignior should be obliged to procure them food and their tools, and by which said ordinance it was ordained that it should extend to Mr. de la Chevrotière, and be binding upon the inhabitants of his seigniory to give him their *corvée* labour in the same manner as is ordered for the inhabitants of Portneuf, and inasmuch as the said inhabitants have refused to give to the said plaintiff the *corvée* labour which they are bound to give him, and in consequence of which refusal they have been sued before the jurisdiction of this city, and inasmuch as judgment has been rendered on the 20th February 1714; that whereas the execution of the ordinance of Mr. Raudot, and our ordinance of the 22d February last mentioned, are in question, the plaintiff be permitted to abandon his said action, and to bring the matter before us, praying that the defendants be condemned to give him the *corvée* labour he is entitled to, and to pay costs; and whereas the pretensions of the said defendants are, that by the LXXIth article of the Custom of Paris, it is expressly enacted that no seignior has a right to compel the inhabitants of his seigniory to go to his *banal* mill or oven, or to give him *corvée* labour, unless he has a valid title to that effect, which has been confirmed by several decrees and judgments, praying us to discharge them of the said *corvée* labour, and to forbid the said sieur de la Chevrotière to exact the said *corvée* labour, unless he can prove a valid title to that effect, conformably to the LXXIst article of the Custom of Paris, and to condemn him to damages, interest and costs;—Having heard the parties and having seen the said petition, withdrawing the said action of him the said sieur de la Chevrotière, our ordinance of the said second October, ordering that the said petition and our ordinance should be served upon the parties, to be heard before us on the tenth November next; such service of the said petition and ordinance to be made by the oldest captain of militia;—having also seen the service thereof to Joseph Chapelain, Thérèse Chaillé, widow of François Nau, the elder, and François Nau, the younger, made by François Gariépy, the 29th October, summoning them to appear before us on the tenth November, to be heard and to proceed upon the contents of the said petition; the ordinance of Mr. Raudot, dated the 4th June 1710, by which he has enjoined the inhabitants of Portneuf to give to Mr. Robineau their *corvée* labour, free from all expenses to the seignior, and without being obliged to procure them their food and the necessary tools, and which is declared being common and applicable to Mr. de la Chevrotière, and obliges the inhabitants of his seigniory to give him their *corvée* labour in the same manner as it is ordered for the inhabitants of Portneuf; our own ordinance of the second February 1714, by which we have ordered that the ordinance of Mr. Raudot should be executed according to its tenor and effect; a deed of concession granted by the plaintiff to the said Louis and Joseph Chapelain, executed before Chambalon, the 12th July 1694, by which the said Louis and Joseph Chapelain are bound to give every year two days of *corvée* labour each, whenever they are requested so to do, save and except during the sowing and harvest season; another deed of concession of a land of three arpents in front by forty arpents in depth, granted by the said plaintiff to François Nau, the elder, executed before Chambalon, notary aforesaid, at Quebec, the 8th August 1704, containing the same clauses and conditions as the deed of the said Chapelain; another deed of concession granted by the said plaintiff to François Nau, the younger, of a like extent of ground, executed before the said Chambalon, the said 8th August 1704,

containing the same clauses and conditions as those of the said Chapelain and Nau, the elder; a petition presented by the said Joseph Chapelain to the sieur Dartigny, intrusted with the office of *lieutenant-particulier* within the jurisdiction of the *prevôte* of Quebec, his ordinance at the bottom thereof, dated the 9th November 1714, by which for the matters and things contained in the said petition, the action brought by the said sieur de la Chevrotière against the said Chapelain, is dismissed with costs; another petition presented to the said sieur Dartigny by the said sieur de la Chevrotière, his ordinance at the bottom thereof, dated the 20th instant, by which for the matters and things therein contained, the said de la Chevrotière is admitted as a party opposing the judgment rendered on the 9th November 1714, and by reason thereof the said de la Chevrotière is sent before us, inasmuch as the execution of the ordinances by Mr. Raudot and by us is concerned, and having taken the whole into our consideration, we do hereby declare that the ordinance rendered by Mr. Raudot, the 4th June 1710, and the ordinance by us rendered, the 2nd February 1714, shall be executed according to their tenor and effect, and thereupon we do hereby condemn the defendants to give to the plaintiff their *corvée* labour, free from all expenses to the seignior, and without he be obliged to procure them their food and the necessary tools, whenever they shall be requested so to do by the said plaintiff, save and except during sowing and harvest season; we do hereby forbid the said sieur de la Chevrotière and other seigniors of this colony to introduce in the deeds of concession they will grant hereafter, the said clause of *corvée* labour, on pain of nullity: and this ordinance shall be notified to the said defendants by the oldest officer of militia of the place.

Done at Quebec, the 22d January 1716.

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 220.]

Ordinance which condemns the inhabitants of the seignory of Demaure to exhibit to the sieur Aubert, seignior of Demaure aforesaid, the titles and deeds by virtue of which they hold their lands, or their location tickets, in order that he may give them titles, without adding thereto any new charges, and which condemns them also to carry their grain to the mill of the said seignory.

MICHEL BEGON, &c.

François Aubert, Esquire, seignior of Demaure, king's councillor of the superior council of this country, heir to the late sieur Demaure, in his life time seignior of the said seignory, and assignee of the sieurs Aubert, his brothers, having represented to us that the owners of the said seignory have applied to Messrs. de Bouttrou and Raudot, then intendants in this country, to oblige the inhabitants of the said seignory to pay the *cens et rentes* which they owe for lands possessed by them in the said seignory, and to exhibit to the seignior copy of their deeds of concession, and to oblige those

who have mere location tickets, to take deeds of concession; and that a portion of the said inhabitants neglected to do so, although the said sieur Aubert, since he is in possession of the said seigniory, has notified and required the said inhabitants, at the church door, after divine service, to come and settle their accounts with him, and pay the arrears of *cens et rentes* they owe, by virtue of their deeds of concession; requesting us, (the said sieur Aubert,) as recent proprietor of the seigniory, to condemn the said inhabitants to exhibit their titles and deeds of concession, and the location tickets they have obtained from the late sieur Demaure, in order that deeds of concession may be prepared in accordance with the same; that such of the inhabitants who have neglected to furnish to the sieur Demaure copy of their deeds of concession be condemned to do so in favor of the said sieur Aubert, also to exhibit the last receipts they have obtained from the late sieur Demaure, that their accounts may be settled and adjusted, and further to pay the arrears of *cens et rentes* and *lods et ventes*, mutation fines; due by any of the said inhabitants, by reason of any deed of purchase or exchange; to condemn the said inhabitants to carry their grain to the mill of the said seigniory;—Having seen the ordinance of Mr. de Bouteroue, dated the 14th January 1669, by which the inhabitants have been condemned to pay, within eight days of the date thereof, the *cens et rentes* and other dues, and to exhibit their deeds of concession to the sieur Demaure; another ordinance rendered by Mr. Raudot, dated the 22d September 1707, by which the inhabitants of the said seigniory have been condemned to take deeds of concession in accordance with their location tickets, within six months from the publication of the said ordinance, and to reside upon the lands granted to them, within one year of the said publication, in default whereof the said concessions shall be *de plano* re-united to the old domain of the said seigniory, and which condemns the said inhabitants to pay the arrears they owe since the day they have obtained their concessions, the said ordinance published at the church door, after divine service of the forenoon, in the parish of St. Augustin, and after vespers in the seigniory of Neufville, by Ogor, a bailiff, Sunday the 9th October 1707; another ordinance rendered by Mr. Raudot, dated the 1st October, by which he orders that the inhabitants of the said seigniory, who shall refuse to pay their rents may be seized and executed.

We do hereby condemn the said inhabitants of the seigniory of Demaure to exhibit to the sieur Aubert, the titles and deeds by virtue of which they hold their lands, and those who have none, to exhibit the location tickets they have obtained from the late sieur Demaure, in order that the sieur Aubert may give them deeds, with the clauses and conditions contained in the old ones, without increasing the charges; to give to the sieur Aubert copy in due form of their deeds of concession, if they have not already done so; to exhibit to the said sieur Aubert the receipts they have obtained from the late sieur Demaure, for *cens et rentes* due upon their said lands, in order that their accounts may be settled and adjusted, and that they be made to pay to the said sieur Aubert what remains due as arrears, within fifteen days of the date of publication of this our ordinance; we do hereby further condemn the said inhabitants to carry their grain to the mill of the said seigniory; and it is further, by us, ordained that this ordinance shall be published at the church door of the parish of the said seig-

niory, after divine service in the forenoon, on the first ensuing Sunday or festival, so that none may be ignorant of its contents.

— Done at Quebec, the 15th February 1716,

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 231.]

Ordinance by which the inhabitants of the seigniory of La Chevrotière are exempted from corvée labour in favor of their seignor, by paying him twenty sols a year for each concession of three arpents in front, by forty arpents in depth, on St. Martin's day.

MICHEL BEGON, &c.

Having seen the petition presented by Henry Germain, Simon Arcan, Jean Arcan, inhabitants of the seigniory of La Chevrotière, acting as well for themselves as for Joseph and Louis Chapelain, Thérèse Chaillé, widow of the late François Nau and other inhabitants of the said seigniory, by which they have given us to understand that, by our ordinance of the 22d January last, rendered between Mr. de la Chevrotière, proprietor of the said seigniory, and the said Joseph and Louis Chapelain, the said widow Nau and François Nau, we have condemned them to give to the said de la Chevrotière their *corvée* labour, free from all expense to the seignor and without he be obliged to provide them with food and the necessary tools, whenever they shall be requested so to do, by the said Mr. de la Chevrotière, save and except during sowing and harvest seasons, with prohibition, however, to the said Mr. de la Chevrotière and other seigniors of this colony to insert, in future, in their deeds of concession clauses relative to *corvée* labour, on pain of nullity, which said ordinance was by us rendered conformably to an ordinance of Mr. Raudot of the 4th June 1710, by which, upon the complaint of Mr. Robineau, seignor of Portneuf against one Marcot, by reason of his refusal to provide his own food and necessary tools during the days of *corvée* labour he was obliged to give every year to the said Mr. Robineau, free from all expense to the said Mr. Robineau, and without he should be obliged to provide for their food and necessary tools, and which is made common and applicable to the inhabitants of Mr. de la Chevrotière, and ordering thereupon the said inhabitants to give him their *corvée* labour, in the same manner as was settled and ordered for the inhabitants of Portneuf, at the bottom of which ordinance is our own of the 2nd February 1714, by which we have ordained that the ordinance of Mr. Raudot shall be executed according to its tenor and effect; that the said sieur de la Chevrotière having sued them before the *prévôté* of this city, by reason of the said *corvée* labour, a judgment was therein rendered the 9th November 1714, by which the action of the said sieur de la Chevrotière was dismissed with costs; upon which the said sieur de la Chevrotière did apply to us the 2nd October last, and our ordinance of the 22d January last was rendered, which said ordinance the said Germain and Arcan, the elder and the youn-

ger do request us to be allowed to oppose, as also the ordinance of Mr. Raudot of the 4th June 1710, inasmuch as the former was rendered without being prayed for by the said sieur de la Chevrotière, and without the said inhabitants having had an opportunity of being heard upon its contents, and the latter also for the reason last above mentioned, and further because the said sieur de la Chevrotière has failed to comply with the said ordinances, by the action he has brought against them before the *prévôté*, upon which was rendered the judgment of the 9th October 1714; and inasmuch also as the ordinance of Mr. Dartigny of the 20th January last, by which the said sieur de la Chevrotière was permitted to oppose the judgment of the said 9th November, and sent to proceed before us, never was served upon them, the inhabitants, who however, do give their consent, to put an end to all litigation, to pay to the sieur de la Chevrotière, as an equivalent for the said *corvée* labour, twenty *sols* for each lot of land of three arpents in front by forty arpents in depth, to be paid every year on St. Martin's day; seeing also our ordinances of this day, in the forenoon, at the bottom of the said petition, summoning the parties to appear before us at two of the clock in the afternoon, to be heard upon the said petition, inasmuch as the said sieur de la Chevrotière is now in town;—Having heard the said sieur de la Chevrotière, who has declared to us that, to avoid any contestation with his said inhabitants, and although they show no good and sufficient reasons to maintain their opposition, he is willing to accept of their offers, praying us, they the said inhabitants, and the said sieur de la Chevrotière, to grant them *acte* of their offers and acceptation thereof respectively:—Wherefore, we do hereby grant *acte* to the said inhabitants and the said sieur de la Chevrotière of the said offers and acceptation, and thereupon, notwithstanding our ordinances of the 2nd February 1714 and 22d January last, we do hereby order and command that all the inhabitants of the said seignior shall pay in future, as an equivalent for the said *corvée* labour, twenty *sols* every year, for each lot of land of three arpents in front by forty arpents in depth, the payment to be made on St. Martin's day next, and shall so continue in future, by reason of which we do hereby exempt the said inhabitants from the obligation of giving the said *corvée* labour.

Done at Québec, the 15th March 1716.

(Signed)

BEGON.

[Ord. from 1713 to 1720, No. 6, Folio 237.]

Ordinance which forbids any person from tapping maple trees upon the domain of the seignior of Bellechasse and the unconceded lands of the said seignior; upon penalty of 10 livres.

MICHEL BEGON, &c.

Upon the complaint made unto us by the sieur Rigauville, seignior of Bellechasse, that many inhabitants, without his knowledge, enter every spring upon the unconceded lands of the said seignior, and even upon those of his domain, to tap the maple trees thereon and make sugar, which destroys the said trees, by causing the same to dry and

decay in the space of two or three years, and which causes a great injury to him the said sieur de Rigauville, praying that we may be pleased to forbid the said inhabitants tapping the said trees in future, upon such penalties as we shall think proper to impose: Wherefore, we do hereby forbid all persons from tapping maple trees upon the domain of Bellechasse and the unconceded lands of the seignior, for the purpose of making sugar, on pain against the contravening parties of paying a fine of ten *livres* to the church of the parish of the said seignior; and this ordinance shall be read and published in the said parish, after divine service in the forenoon, so that none may be ignorant of its contents.

Done at Quebec, this 20th March 1716.

(Signed)

BEGON.

[Ord. of 1713 to 1720, No. 6, Folio 247.]

Ordinance which condemns the inhabitants of Champlain, to carry the grain for the sustenance of their families to the mill of the said seignior and to pay to the seignior toll, droit de mouture, for such grain as they will take elsewhere.

MICHEL BEGON, &c.

Upon the complaint made unto us by Madame de Cabanac, that many of the inhabitants of the seignior of Champlain refuse to take their grain to the mill of the said seignior, to be ground there, although they are bound so to do by their deeds of concession, praying that we may be pleased to condemn the said inhabitants so to do, and to pay the *droit de mouture* for such other grain, which being intended for the sustenance of their family, they may cause to be ground in other mills than that of the said seignior, and to pay such fine as we may think proper to impose.

Wherefore, we do hereby condemn the said inhabitants to take to the mill of the said seignior the grain intended for the consumption and sustenance of their family, to be ground there, on pain of paying a fine of ten *livres* to the church of the parish of the said seignior, and also to pay to the said Madame de Cabanac the *droit de mouture* for such grain as they will cause to be ground at any other mill; and this ordinance shall be read and published in the said parish, after divine service in the forenoon, so that none may be ignorant of its contents.

Done at Quebec, this 27th May 1716.

(Signed)

BEGON.

[Ord. of 1720, No. 7, A, Folio 20.]

Ordinance by which Nicolas Bissonnet is admitted to oppose the execution of the ordinance of Mr. Raudot, of the 2nd July 1707, and that provisionally he be bound to pay one bushel and a half of wheat for rent, the seigniorial dues, and one day's work upon the common.

MICHEL BEGON, &c.

Nicolas Bissonnet, one of the inhabitants of Verchères, having appeared before us, and having represented to us, that on the 25th June 1717, he obtained from Mr. Raudot, our predecessor, an ordinance by which Madame Verchères was ordered to grant him a deed of concession upon the conditions contained in the location ticket he had obtained from the late sieur de Verchères, her husband, dated the 4th July 1685, according to which he is not bound to pay more for his land of three arpents in front, by thirty arpents in depth, than a bushel and a half of wheat, the seigniorial dues, and one day's work upon the common; and more particularly that the said Madame de Verchères, without his knowledge, has obtained another ordinance of the said Mr. Raudot, dated the 2nd July 1707, by which she has obtained that he should pay for the said land of three arpents in front by thirty arpents in depth, four livres and ten sols, and one bushel and a half of wheat, every year, which said ordinance the said Madame de Verchères has never caused to be notified to him, and which only came to his knowledge in the month of July 1719, when the said Madame de Verchères obtained a judgment to the same effect, in the jurisdiction of this city; praying that inasmuch as the ordinance last mentioned was rendered at the request of the said Madame de Verchères, without his having had an opportunity of being heard, we may be pleased to admit him as an opposant against the execution of the said ordinance, and to order that, conformably to the location ticket of the said late sieur de Verchères, he be merely bound to pay one bushel and a half of wheat for rent, every year, the seigniorial dues, and the day's work upon the common, as was ordered by the said ordinance of the 25th June 1707;—Wherefore, we do hereby admit the said Bissonnet as an opposant against the execution of the ordinance of Mr. Raudot, dated the 2nd July 1707, and we do hereby ordain provisionally that the said Bissonnet do only pay, conformably to the location ticket of the sieur de Verchères, one bushel and a half of wheat for rent, the seigniorial dues and one day's work upon the common; and we do hereby forbid the said Madame de Verchères to require more;—Whereupon the parties shall appear before us the 18th September next.

Done at Montreal, in our residence, this third day of July one thousand seven hundred and twenty.

(Signed)

BEGON.

Ordinance which obliges the sieur Neveu to grant and concede to Geneviève Ayot, wife of Jean Turcot, another lot of land in lieu of that belonging to her, and upon which he has established his domain, and to give her gratuitously the procès-verbal of the said land.

MICHEL BEGON, &c.

The sieur Neveu, proprietor of the seigniority of Dautré, Jean Turcot, one of the inhabitants of the island called St. Ignace, and Geneviève Ayot, his wife, widow of one Berard dit Lepine, acting as well in her own name as in the name of her children, issue of her marriage with the said Lepine, having appeared before us, upon the summons of the said sieur Neveu, served upon the said Turcot and his wife and her children, by Perrin, a bailiff, the first day of this month, in virtue of our ordinance of the 26th June last, at the bottom of the petition presented to us by the said sieur Neveu, the day last aforesaid; and the said sieur Neveu having represented to us that he has acquired the said seigniority by judicial sale; that having found upon the said seigniority no domain nor any other settlement, (the inhabitants who had taken concessions having left since fifteen or sixteen years,) he did apply to Mr. Raudot, our predecessor, who rendered an ordinance which he has brought before us, dated the 3rd March 1711, by which it is ordered that the inhabitants to whom concessions have been made in the said seigniority and their assigns shall reside thereon within six months from the day of notification of the said ordinance, and in default of so doing within the said period, that the said lands be re-united to the domain of the said seigniority, authorizing the said sieur Neveu to dispose of the same in favor of whom he may think fit, declaring the said concessions he may so grant good and valid as if the said lands had never before been conceded; that on the Sunday, 22d March 1711, he has caused to be published and posted up the said ordinance in this city, after divine service in the forenoon, that none may be ignorant of its contents; that having heard since that the said Berard dit Lepine had possessed a land in the said seigniority, that he had died since he had left it, and that his widow had married again with the said Jean Turcot, then of Charlesbourg, he had caused to be served and delivered to him, in person, copy of the said ordinance of the 7th April 1713, with a request to reside upon the land of the said Lepine, in default whereof the said land should be re-united to the domain of the said seigniority, in conformity with the said ordinance; that on the 29th January 1713, there was published and posted up in this city a decree of the King's Council, (*Conseil d'Etat*.) ordering all those who were possessed of seigniorial properties, upon which there was no domain in a state of cultivation, and upon which no inhabitants had settled, to put them in a state of cultivation and to cause inhabitants to settle thereupon, within a year from the day of the publication of the said decree, in default whereof, after the said lapse of time, it was the will of His Majesty that the said properties should be re-united to his domain; that to avoid being exposed to this re-union and to comply with the intentions of His Majesty, he was obliged at the beginning of the year 1714 to cause a domain to be cleared and established, and none of the old grantees having appeared, he has made choice of the most convenient place

to erect a grist mill; that he began by the erection of such a building, as being the most efficacious to induce the inhabitants to settle in the said seigniory: that having found a place where pine was in abundance, he has erected a saw-mill and other buildings, and made extensive clearings, the whole amounting together to the sum of forty thousand livres; that the facilities afforded by his mills have in fact induced a large number of inhabitants to settle in the said seigniory; that he has enjoyed his improvements until the fall of 1718, when having placed a farmer upon his domain, the said Turcot, his wife, and the children of her marriage with the said Lepine came thereto, and having borrowed ploughs, they ploughed, against the will of his farmer, a certain extent of land of his said domain, pretending that it formed part of the concession made to the said Lepine and by him abandoned; that in the spring of last year they gathered on the same spot, with force and arms, to sow the same, notwithstanding the prohibition made by the lieutenant of this city to do any work on the said land; that it is not his intention to sue for these trespasses, and that he would give them willingly the lands abandoned by the said Lepine, if things were still as they originally were, but that having established his domain upon the same, after a reunion thereto; and having spent thereon a great portion of his fortune, he is entirely prevented from doing so, but nevertheless, to show his good disposition to render them justice to a greater extent than they are entitled to, he is ready and willing to give them, in lieu of the concession of two arpents in front by forty arpents in depth, given to the said Lepine, another concession of three arpents in front by twenty arpents in depth, upon the same charges and conditions as those imposed upon lands of a like extent, such concession to be bounded in front by the river St. Lawrence, in rear by the unconceded lands, on the north-east side by one Bonin, and on the south side by one Glatus, of which said boundaries he will give them a *proces-verbal* gratuitously, when he shall give them possession of the premises, provided they take from him a deed of concession; and the said sieur Neveu further offers to cause to be cleared upon the said land a certain extent of ground, ready to be ploughed, and sufficient to receive the sowing of eleven bushels, to cause this clearing to be begun in the month of September next, to continue the same with as many hands as possible, and to demand no rents for the said concession during ten years from the day that the said clearing shall be by him put in a state to be cultivated; and that as to the other two concessions of two arpents in front each, purchased by the said Lepine, he is willing to reimburse the purchase money, amounting to ninety livres;—Praying that if the said Turcot and his wife, in her said quality, accept of the said offers, we may be pleased, in case of need, to confirm the re-union of the lands abandoned by the said Lepine to the domain of the said seigniory, which said offers the said Turcot and wife, acting as aforesaid, have accepted and have then and there, in our presence delivered to the said sieur Neveu the deeds of the said three concessions abandoned as aforesaid by the said Lepine; and having seen the said deeds of concession, the first dated 6th May 1674, being a concession to the said Lepine of two arpents in front by forty in depth, bounded on one side by the lands of Adrien Bétourné on the north-east, and by the lands of Jean Goullard on the south-west; the second, dated on the day last above mentioned, being a concession to the said Bétourné of two arpents in front by forty arpents in depth, bounded on the south-west side by the said Lepine; the third,

of the 4th May 1685, being a sale to the said Lepine of the concession of the said Bétourné; the fourth, of the 6th May 1676, being a concession to the said Jean Goullard of two arpents in front by forty in depth, that the said Ayot states to have been purchased by the said Lepine, but of which the said deed of acquisition has been destroyed by fire.

The petition presented to us by the said Ayot and Jean François Berard dit Lepine, her son, acting as well for himself as for his brothers and sisters, praying, for the causes, matters and things therein stated, that we may be pleased to order the said sieur Neveu to surrender to them the possession of the said lands, at the bottom whereof is our ordinance of the 21st August 1719, calling upon the parties to appear before us, to be heard on the 2nd October then next, at two of the clock in the afternoon; the service of the said petition and ordinance; the summons to appear served upon the said Neveu on the 3rd September then next; seeing also the said petition of the said sieur Neveu, presented to us the 30th June last, our ordinance of the same day and year last aforesaid, ordering the said Neveu to summon the said Turcot, and his wife and the children of the said late Lepine to appear before us:—

We have granted *acte* to the said Neveu of his offers, and to the said Turcot and his wife of their acceptation thereof; and we do hereby ordain that in lieu of the concession of two arpents in front by forty in depth granted to the said late Lepine in the said seigniory, the said Neveu shall grant another concession bounded as above stated of three arpents in front by twenty arpents in depth, subject to the same charges and conditions as those imposed upon lands of a like extent, the *procès-verbal* of the boundaries of which land the said sieur Neveu shall give them gratuitously, when he shall put them in possession of the same as he has agreed to do, and shall execute a deed in favor of the said Ayot and of her children issue of her marriage with the said Lepine, for their portions respectively, which deed they shall be bound to accept, upon which land the said Neveu shall begin to make a clearing in the month of September next, and shall continue the same with as many hands as possible, until there is a clearing ready for the plough and sufficient to receive the sowing of eleven bushels of grain; that the said Ayot and her children shall pay no rent for the said land during ten years from the day that the said clearing shall be terminated and shall have been put by the said sieur Neveu in a state to be sown; and that in relation to the said concessions of two arpents in front by forty in depth, acquired from the said Bétourné and Goullard by the said Lepine in the said seigniory, the said Neveu shall reimburse to the said Ayot and her children, the sum of ninety livres for the purchase money of the said lots, according to the parts and portions of and belonging to each and every one of them respectively, and thereupon We do hereby, if need there be, re-unite to the domain of the said seigniory the three lands and concessions abandoned by the said late Lepine, to be disposed of by the said Neveu as he may think fit.

Done at our residence, in Montreal, the 3rd July 1720.

(Signed)

BEGON.

[Ord. from 1720 to 1721, No. 7, B. Folio 11.]

Ordinance which recalls an ordinance of Mr. Raimbault, and which directs that another of Mr. Raudot of the 2nd July 1707 shall be executed according to its tenor and effect, and that in consequence the sieur Bissonnet will be bound to pay to Mr. de Verchères the cens et rentes in conformity with his location ticket of the fourth of July 1685.

MICHEL BEGON, &c.

Nicolas Bissonnet, one of the inhabitants of Verchères, and Mde. de Verchères, having this day appeared before us, and the said Bissonnet having brought before us our ordinance of the 3rd July last, by which, for the matters and things therein contained, we have admitted him as an opposant against the execution of the ordinance of Mr. Raudot, our predecessor, dated the 2nd July 1707, rendered against him in favor of Mde. de Verchères, and by which we have ordered provisionally that he will only pay one bushel and a half of wheat for the rent of his land in the said seigniory, the seigniorial dues and the day's work upon the common, in conformity with the location ticket he has obtained from the late sieur de Verchères forbidding Mde. de Verchères to do any thing to the contrary, and by which said ordinance the parties are ordered to appear before us on the 15th of the present month; and the said Mde. de Verchères having also stated to us, that in obedience to our said ordinance she has appeared to demand the dismissal of the opposition of the said Bissonnet against the execution of the said ordinance of Mr. Raudot, and to request the execution thereof, as also the execution of a previous ordinance by him rendered the 6th June 1706; after having heard the said Bissonnet, inasmuch as the sieur Raudot, by his said ordinances, has ordained amongst other things, as follows, to wit; by the former, that the said Bissonnet shall take a deed of concession subject to the charges and conditions contained in his said location ticket, and as to the charges and conditions omitted, such charges and conditions should be the same as those contained in the deeds of concession granted to the other inhabitants; and by the latter, that the said Bissonnet should pay her for three arpents in front by thirty in depth, being the extent of his land, the sum of four livres and ten sols every year, on St. Martin's day, besides a bushel and a half of wheat a year, notwithstanding what was ordered by another ordinance in favor of the said Bissonnet, ordering him to take a deed of concession, which said ordinances, together with a deed of concession granted by her to the said Bissonnet, and executed before Adhemar, royal notary, at Montreal, the 25th June 1704, she has produced before us, together with a judgment rendered between her and the said Bissonnet, in the royal jurisdiction of Montreal, the 18th July 1719, which judgment in conformity with the said ordinances, condemns the said Bissonnet to pay her the arrears of *cens et rentes* of his land, at the rate of four livres and ten sols, and one bushel and a half of wheat, every year:

And the said Bissonnet having answered, that in conformity with the location ticket granted by the said late Mr. de Verchères to André Berzat, whom he represents, dated the 4th July, 1685, he the said Bissonnet is merely obliged to pay for the said three ar-

pents of land in front by thirty in depth, one bushel and a half of wheat every year, the seigniorial dues, a day's work upon the common, and to help in erecting a May-pole; that the said Mde. de Verchères in the year 1707, having refused to give him a receipt for five years of rent which he owed her, at the rate of one bushel and a half of wheat every year, her prétentions being that he was bound to pay her three bushels of wheat instead one and a half; he the said Bissonnet was obliged to apply to the said sieur Raudot, who rendered his ordinance of the 25th June of the same year, by which it was ordered that the said Mde. de Verchères should execute a deed in favor of the said Bissonnet under the terms and conditions contained in the location ticket of the said late Mr. de Verchères, and should give him a receipt for the said five years of rent, in default whereof, the said ordinance should be equivalent to such receipt; that consequently under the terms of the said location ticket and of the said ordinance, he is not bound to pay to the said Mde. de Verchères four *livres* and ten *sols* of *cens et rentes* every year, but merely one bushel and a half of wheat, wherefore he concludes that, taking into consideration his opposition against the execution of the said ordinance of the said second July 1707, we be pleased to exempt him from the payment of the said four *livres* and ten *sols* of *cens et rentes*.

And the said Mde. de Verchères having replied that the said Bissonnet cannot take advantage of the location ticket granted by the sieur de Verchères, nor of the ordinance of Mr. Raudot, rendered in his favor the twenty-fifth June 1707, to avoid the payment of the said four *livres* and ten *sols* of *cens et rentes*, inasmuch as by the deed of concession which she has granted to him for the land in question, executed before the said Adhémar, the 25th June 1704, and which she is ready to deliver to him, he binds and obliges himself to pay the said *cens et rentes*, inasmuch as the said ordinance of Mr. Raudot, posterior to the one he has produced, condemns him to the payment of the said four *livres* and ten *sols* of *cens et rentes*, and to take a copy of the said deed of concession, notwithstanding the terms of the ordinance rendered in his favor and by him produced; and thereupon having seen the said location ticket granted to André Berzat, the deed of concession granted by the said Mde. de Verchères to Bissonnet, the ordinances of Mr. Raudot, together with a judgment rendered in the royal jurisdiction of Montréal, as above mentioned.

We have annulled and reversed, and we do annul and reverse the judgment of the sieur Raimbault, inasmuch as he had no power to take cognizance of the execution of the ordinances rendered by Mr. Raudot therein mentioned, and we do hereby ordain that the ordinance of Mr. Raudot of the 2nd July 1707, shall be executed according to its tenor and effect, and thereupon that the said Bissonnet shall pay to Mde. de Verchères the seigniorial *cens et rentes* for the land he is possessed of, in conformity with the location ticket of the sieur de Verchères, dated the 4th July 1615, and with a deed of concession granted to him, Bissonnet, by the said Mde. de Verchères, executed before Adhémar, notary, at Montréal, the 25th June 1785;—and we do hereby prohibit all justices from hearing any causes relating to the execution of the ordinances rendered by our predecessors and by us, declaring null, by these presents, the judgments which they may render in relation to the execution of the said ordinances, and declaring also the justices who shall have rendered such judgments respon-

sible in their own name for the costs which shall have been incurred in such proceedings; and this ordinance shall be enregistered in the office of the jurisdiction of Montreal, upon the request of the king's attorney there, who shall transmit to us, within one month, a certificate of such enregistration.

Dated at Quebec, the 14th September 1720.

(Signed)

BEGON.

[Ord. from 1720 to 1721, No. 7, B, Folio 107.]

Ordinance which condemns the Sieur Joseph Amiot, Seigneur of Vincelotte, to cause the boundary lines of the lands which he has promised by location tickets to the Inhabitants of his seignory, to be drawn, and to execute in their favor deeds of concession, without any other charges but those of annual rents or quit-rents (redevances), and under the condition mentioned in these presents.

MICHEL BEGON, &c.

Between Jean Fournier, the younger, Joseph Langlois, Ambroise Fournier and Thomas Caouët, inhabitants of the place called the *Bras de St. Nicholas*, in the seignory of Vincelotte, plaintiffs by petition, of the third april last, presented by the said Jean Fournier and Caouët, of the one part; and Joseph Amiot, seignior of Vincelotte aforesaid, personally appearing, defendant, of the other part.

The plaintiffs aforesaid having demanded the conclusions of their petition, the defendant fyled before us dilatory pleas (*fins dilatoires*), praying, for the reasons therein contained, that we should be pleased to permit him to withdraw immediately, and that we should send the proceeding in question before the natural judge of the parties, where the judicial forms of litigation would be observed, inasmuch as we have given our opinion upon the matter in contestation in the presence of witnesses; wherefore, considering that since the ninth of April last, when the defendant was summoned to appear, he has had sufficient time to prepare his defence and to appoint an attorney to act in his name, that the contestation bears merely upon the execution of the decree of the King's Council of the 6th July 1711, in relation to which jurisdiction is given to no other judges but ourselves, inasmuch as His Majesty therein commands the governor, lieutenant general in this country and ourselves to concede or grant the lands in his name, in case the seigniors should refuse so to do, and to concede them for annual rents or charges, quit-rents (*à titre de redevance*), and without requiring the payment of any sum of money, and inasmuch as we have only stated to the defendant that we should not permit him, nor any other seigniors, to levy or impose any other dues or rights than those of annual rents or charges (*redevances*), permitted by the said decree, in consequence of our orders to have the same strictly enforced.

We have dismissed and we do hereby dismiss the dilatory pleas (*fins dilatoires*) of the said defendant, as also the *evocation* by him prayed for, and we declare his reasons

of recusation impertinent and inadmissible, and in consequence we order the parties to plead to the merits *instanter*, and condemn the defendant to a fine of 50 *livres*, payable one half to the King, and the other half to the plaintiffs, and the said defendant having withdrawn, and having refused to plead as aforesaid, the said plaintiffs have prayed, conformably with their said petition, that we may be pleased to order that the said defendant shall cause the boundary lines of their lands to be drawn on each side, as seigniors are bound to do, offering to take, as soon as such boundary lines shall have been drawn deeds for their said lands;

And the said plaintiffs have declared unto us that they have offered in their said petition to execute deeds of concession similar to the one that François Richard, the nearest neighbour of the said Jean François Fournier, has executed in favour of the defendant, but that they have observed since then in that deed, a copy whereof is now produced, that there are very onerous charges and conditions, such as the obligation of baking their bread in the banal oven, when one shall have been erected, a thing which is not practicable in this country, principally during the winter season by reason of its severity and the distance between each settlement, and such other conditions contrary to the King's intention; wherefore they revoke their offers in that respect, inasmuch as the said defendant has not accepted such offers, but on the contrary has insisted that they should execute a deed in his favor, containing conditions more onerous than those contained in the deed of the said Richard, pretending that, by the location tickets signed and written by him in their favor, he has undertaken to grant them the lands they possess under the conditions contained in the deeds heretofore granted by him, and that inasmuch by reason of that cause he wants to impose upon them the same conditions that he has imposed upon Mathieu Guillet, one of the inhabitants of his seignior, by the written promise that he made him, on 21st May 1712, to grant him a land of four arpents in front, with the understanding that the said Guillet will enjoy the said land under the same conditions as those to which other inhabitants are subject to, and that moreover, the said Guillet shall not be allowed to sell or give away any kind of wood from the said land, but will only be permitted to take the same for his own use, the defendant having reserved to himself to take all sorts of wood and in any quantity he may want, under the condition also that if there is any place, along the *Bras de St. Nicolas* within the limit of the said concession, fit to build any mill, the seignior will be entitled to take the same without paying any indemnity; that it would be most injurious to the said plaintiffs if, having worked upon their said lands on the faith of the promises made to them in writing by the said defendant, in 1718, to grant them the said lands subject to the conditions of the concessions he has made previously (which can only be understood to mean annual rents or charges, quit-rents (*redevances*), which seigniors are only permitted to stipulate in their favour), they were now obliged either to abandon their work, or to submit to conditions so onerous and exorbitant, that they could not subsist upon their lands, and lastly that the refusal of the said defendant to draw their lines before they signed the deeds he requires from them, has subjected them to very serious injury, inasmuch as they have been prevented from increasing their clearings, having worked with great apprehension, and not knowing for want of boundaries, whether they were improving their own lands, or those of their neighbours;

Having seen the said petition of the plaintiffs, stating, amongst other things, that the lands that the defendant has promised in writing to grant them are, to wit: the land of Jean Fournier, of four arpents in front; of that the said Langlois of five arpents; that of Ambroise Fournier of six arpents, and that of the said Caouët of four arpents in front, all of forty arpents in depth; our ordinance of the third April last requiring the parties to appear before us on the 15th of the present month; the summons served upon the defendant the ninth April aforesaid, to appear before us on the fifteenth of the present month; the default entered by us on the day last aforesaid, in favor of the said plaintiffs, for want of an appearance by the defendant, by which we have ordered that he should be summoned again to appear before us this day, at two of the clock in the afternoon; the summons served upon the said defendant, in consequence of the said default to appear before us this day, at the hour aforesaid; the deed of concession granted by the defendant, the 8th October 1711, to the said François Richard, of five arpents in front by forty in depth, together with the right of shooting within the limits of the said concession, under the condition of paying every year, on St. Martin's Day, to the defendant, at his manor house, a live capon and thirty livres for each of the said five arpents, and to bake his bread at the banal oven, when one shall have been built, suffer the opening of roads that shall be thought necessary for the said defendant, or his officers, for public use or accommodation; to permit the draining of the adjacent lands, if necessary; to preserve the oak trees fit for the building of vessels; that in case these conditions should not be complied with, the said concession should revert to the defendant or to his assigns, without any reimbursement or indemnity for the clearings and improvements made thereon; that in case the said concession or any part thereof should be sold, the defendant or his assigns should have the right of redemption by repaying the purchase money together with all the costs and charges incident thereto, and that the grantee should be obliged to furnish to the defendant an authentic copy of the said deed; having also seen a promise of concession in writing, signed by the defendant, by which he has undertaken to concede or grant to Mathieu Guillet four arpents in front by forty arpents in depth, under the clauses and conditions mentioned in the pleadings of the plaintiffs; another promise of concession in writing, signed by the defendant, dated the 4th September 1718, by which he acknowledges to have granted to Ambroise Fournier six arpents of land on the same conditions as those imposed upon his brother Jean and others, to whom he has lately given grants; and a third promise of concession in writing, signed by the defendant, by which he has undertaken to grant to the said Thomas Caouët four arpents of land on the same conditions as those by him latterly imposed, the said three paper writings marked by us, and deposited in our office; having seen also the decree of His Majesty's Council of the 6th July 1711, and upon the whole maturely deliberated,

We do hereby condemn the defendant, within fifteen days from the notification of this ordinance, to cause the boundary lines of the lands he has promised to grant as aforesaid to the said plaintiffs to be drawn, and to cause the metes and bounds in each front division line to be placed, and similar metes and bounds in each division line in the rear, of which survey the said plaintiffs shall pay the costs; we do hereby also condemn the said defendant, within one month from the day of the notification of our ordinance, to pass deeds of concession of the number of arpents in front and in depth which

he has promised to grant by the promises in writing above mentioned, forbidding him to impose any other charges upon the said lands than annual rents and charges, quit-rents, *redevances*, and to introduce in the said deeds any other conditions than those of residence upon the lands, of preserving the oak trees fit for the building of vessels, of making the usual opening along the clearing of their neighbours, and of suffering all necessary roads; of which deeds the said plaintiffs shall respectively furnish an authentic copy to the defendant at their own costs, and in default of the defendant executing such deeds as aforesaid in favor of the said plaintiffs within a month, and this delay having expired, we do hereby authorize the plaintiffs to apply to the Marquis of Vaudreuil and to ourselves, demanding the grant of the said lands in the name of His Majesty, upon the same charges and conditions as those set forth in the decree of His Majesty in council of the 6th July 1711, and this ordinance shall be executed, notwithstanding any appeal, but without prejudice thereto.

Commanding, &c.

Done at Quebec, the 28th June 1721.

(Signed)

BEGON.

[Ordinances of 1720 to 1721, No. 7, B. folio 146.]

Act or Certificate granted to the Sieur Louis Levrard, Seigneur of St. Pierre, and to Messire Lefebvre, curate of Batiscan, and an Ordinance which reunites the land of the said Lefebvre to the Domain of the said Seignior, inasmuch as the mill of the said Sr. Levrard, is erected thereon, and that cultivation of the said land is prejudicial to the said mill.

MICHEL BEGON, &c.

Upon the petition presented to us by Louis Levrard, of His Majesty's artillery in this country, and seignior of St. Pierre, opposite Batiscan, stating that there has been granted, by the late Gilles Masson to the late Joseph Moreau a land of six arpents in front, all covered with wood, in the said seignior of St. Pierre, which land has since been sold by the widow of the said Moreau to the Sieur Lefebvre, curate of Batiscan, for the price and sum of 80 livres; that inasmuch as this land is traversed by the water-course of which he has been obliged to make use to work his mill, there being no other mill stream in the said seignior, which watercourse is formed by several natural springs that would be dried up if the said land was put in a state of cultivation which land is still all covered with wood, such as it was when granted twelve or thirteen years ago, and inasmuch as the said Sieur Lefebvre is about to cut down the wood upon the said land, which would cause a great injury to the said seignior, and to the said mill, which is the most valuable part thereof, and would induce the present settlers to leave their lands and prevent others from settling in the said seignior, which would be against public policy, praying us, for these reasons, that we may be pleased to order that the said land shall be reunited to the domain of the said seignior, offering to

indemnify the said *Sieur Lefebvre* by granting him another land covered with wood of the same extent in front and in depth as that where the said mill is built, and in case the said *Sieur Lefebvre* should refuse to agree to this and continue to cut down the wood, that he may be condemned to pay all damages, interests, and costs arising therefrom, at the bottom of which petition is our ordinance of the 28th August last, ordering that the said *Sieur Lefebvre* shall be summoned to appear before us this day at two of the clock in the afternoon, and the notification and service of the said petition and ordinance to the said *Sieur Lefebvre*, and summons to appear this day, at the hour aforesaid, to which summons the *Sieur Hazeur de Lorme*, curate of Champlain, having answered, as attorney duly authorized, by the said *Sieur Lefebvre* to make a defence to the demand of the said *Sieur Levrard*: the said *Sieur DeLorme* declared to us that he did not intend to contest the demand of the said *Sieur Levrard*, that as he thought the public good ought to be preferred to private interest, he was willing, in the name of the said *Sieur Lefebvre*, to consent to an exchange of the land in question for another of the same extent in front and in depth, in the same seigniorie, provided the said *Sieur Levrard* should permit him to choose among the unconceded lands of the said seigniorie, leaving however the matter to our judgment, and reserving to himself his recourse for other claims and demands of the said *Sieur Lefebvre* against the said *Sieur Levrard*; upon which the said *Sieur Levrard* answered that he has already made the same offers to the said *Sieur Lefebvre*, and that he consents to the exchange proposed by the said *Sieur Hazeur DeLorme*:—Having heard the parties,

We have given *acts* to the parties of their respective offers, declarations and consents, and in consequence we do hereby ordain that the said land of six arpents in front by forty in depth, belonging to the said *Sieur Lefebvre* and upon which the mill of the said seigniorie is erected be re-united to the domain of the said seigniorie, and that by way of exchange, the said *Sieur Levrard* do give him by way of indemnity, another land upon the usual charges and conditions, in such part of the unconceded lands of the said seigniorie as the said *Sieur Lefebvre* shall choose, provided the said *Sieur Lefebvre*, conformably to the offers of his attorney, *Sieur Hazeur DeLorme*, shall leave, if his land does not join those already conceded, at least four arpents in front upon the whole depth for a settlement, between his land and the nearest conceded land, without prejudice to other claims of the said *Sieur Lefebvre* against the said *Sieur Levrard*, which he may hereafter exercise as he will think fit.

Commanding, &c.

Done at Quebec, the 20th September 1721.

Signed,

BEGON.

[Ord. from 1720 to 1721, No. 7, B, Folio 187.]

Concession of a land of 5 arpents, 4 perches in front, by fifty arpents in depth, by Messieurs de Vaudreuil and Begon, to the Widow Petit (in compliance of a decree), in the seigniory of St. Ignace, belonging to the Religious Ladies of the Hotel-Dieu of Quebec, by reason of their refusal to give her a grant of the same.

PHILIPPE DE RIGAUD, &c.

MICHEL BEGON, &c.

To all to whom these presents shall come, greeting.

We do hereby make it known that, upon the petition presented to us by Dame Charlotte Elizabeth Dugué, widow of the Sieur Petit, in his lifetime councillor of the supreme council of this country, as well in her own name as *commune* with the said late Petit, as tutrix to the minor children issue of their marriage, stating that, by a decree of His Majesty's council, dated the 2nd June 1720, His Majesty has ordained that the Religious Ladies of the Hotel-Dieu of this city, should grant to the said late Sieur Petit the cleared and unclaried land, of which they have taken possession, and which formed part of their grant to the late Martin Le Pirs, of the 28th June 1698, subject to the usual charges and rents, which shall be paid by the said Dame Petit, together with all the arrears that will be due on the day of such grant; and in case the said Religious Ladies would not make such grant, when requested so to do, or at least within eight days from the day of the service of the said decree, His Majesty had ordained that the said lot of land should be united to the King's domain, by virtue of the said decree, and that a grant of the same should be made by us to the said late Petit, subject to the same rents and charges as are imposed upon the other conceded lands of the seigniory of St. Ignace belonging to the said Religious Ladies, which rents should be paid in future into the hands of the receiver of the King's domain in this city, without that the said Religious Ladies should be permitted to claim any right whatever upon the said lot, provided nevertheless that the said late Sieur Petit should pay all the arrears of *cens et rentes* that should be due up to the day of service of the said decree, and in case the said Religious Ladies should refuse to accept the said arrears, when requested so to do, that the said Sieur Petit should be authorized to deposit the same, praying of us to cause the said decree to be executed;

That since the rendering of this decree, she has attempted all conciliatory means of inducing the said Religious Ladies to grant her the land in question, in which she has failed, and has in consequence been obliged to cause the decree aforesaid to be served upon them by Rivière, a bailiff of the superior council of this country, the seventh day of August, requesting them to comply therewith, within the delay therein prescribed, offering on her behalf to do as much; that instead of complying with the said decree, the said Religious Ladies, on the 29th day of August aforesaid, have caused a notice to be served upon her to the effect that it is their intention to provide themselves before His Majesty's council against the said decree, which shows on their behalf a disposition to resist the intentions of His Majesty; that this opposition is null and void in itself and cannot be supported against the said decree;

That, nevertheless, and although she is not bound to do so, she has renewed her summons of the 7th August to the said Religious Ladies, by a summons of the 11th of this month, requesting them to comply with the said decree, and offering to pay them, in cash and ready money, 80 livres for the said arrears of *cens et rentes* and other dues up to the 7th August last, and more if necessary (the exact amount not being ascertained), which offer the Reverend Mère de la Croix, superior of the said Hotel-Dieu, has refused to accept, as appears by her refusal, signed by her at the bottom of the summons; by reason of which the said Widow Petit, in conformity with the said decree, has been obliged to deposit the said sum of 80 livres in the office of the superior council of this city, offering to pay more if necessary, as the whole appears by the receipt of the Sieur Barbel, clerk of the said council, dated the 12th day of the present month;

That, inasmuch as she has complied on her behalf with the said decree, and that the said Religious Ladies on their behalf have refused to do so, she is forced to apply to us to demand from us that, having seen the decree of the King's council aforesaid, of the 2nd June 1720, the service made of the same the 7th August last, another service thereof, with a summons of the 11th of the present month, at the bottom of which summons is the refusal of the Mère de la Croix to receive the said sum of 80 livres, for the arrears due for the land in question, in conformity to the said decree, and that without taking any notice of the opposition of the said Religious Ladies, which is null and void in itself, inasmuch as a peremptory decree (*arrêt en commandement*), must be executed, we may be pleased, in conformity with the said decree and with the intentions of His Majesty, to grant her, as aforesaid, all the extent of land cleared and uncleared, of which the said Religious Ladies have taken possession, and forming part and portion of the land granted by them to the said late Martin Le Pirs, the 28th June 1698, so that the said grant may contain altogether five arpents and four perches in front by fifty arpents in depth, adjoining at one end and in front the bye-road which leaves that of St. Bernard in coming down to the bye-road called St. Charles, on the north-east side joining one Michel Verret, and on the south-west side the little river called Shepherd's River, following all the sinuosities of this river along the said concession, so that she may have about three hundred and eighty arpents of land in superficies, in conformity with the deed of concession executed by the said Religious Ladies to the late Martin Le Pirs before Genaple, royal Notary, offering to pay to the domain of His Majesty the ground rents, or quit-rents, for the said lot of land of which the Religious Ladies have taken possession, in proportion to the whole extent of the said grant, according to the survey to be made by such land-surveyor we may be pleased to appoint;

All which we have taken into consideration, and having seen the said petition, the decree of the King's council of the 2nd June 1720, the documents therein mentioned, the service of the 7th August last upon the said Religious Ladies, at the request of the said Widow Petit, requesting them to comply with the said decree, and in conformity thereof to grant her the lot of land in question, and her offer to pay the arrears of *cens et rentes* and others dues for the past up to the said day, in default whereof she would apply to us to obtain such grant in the name of His Majesty; a document served upon the said Widow Petit at the request of the said Religious Ladies, of the 29th of August last, by which they declare that they oppose the execution of the said decree for causes and reasons to be hereafter assigned by them; another document served, at the request

of the said Widow Petit, upon the said Religious Ladies, the 11th September last, being a new summons adressed to the said Religious Ladies to grant her, in conformity with the said decree, the lot of land therein mentioned, in default whereof she would apply to us for a grant of the same in the name of His Majesty, and the offer to pay them the sum of 80 livres, in cash and ready money, for the arrears of *cens et rentes* and others dues payable for the said lot, at the bottom of which summons is written the refusal of the Reverend Mère de la Croix, superior of the said Religious Ladies, to accept the tender of the said 80 livres, consisting of two *louis d'or* of 36 livres each, a silver coin of six livres and another silver coin of forty *sols*; and the deed of the deposit made in the office of the superior council of this city by the said Dame Petit, the 12th september, of the pieces of money above mentioned, making altogether 80 livres, with the offer of paying more, if more be due, and in consequence of the default of the said Religious Ladies of the Hotel-Dieu to make a grant, in conformity with the said decree, to the said Dame Petit of the cleared and uncleared land of which they have taken possession, and forming a part of the concession by them made to the late Martin Le Pirs, the 28th June 1698:

We have granted and conceded, and we do hereby grant and concede, in conformity with the said decree, to the said Dame Petit, in her qualities aforesaid, the said lot of land containing, with the one she now possess, five arpents and four perches in front by fifty arpents in depth, being the whole of the grant made to the said Martin Le Pirs, the said lot of land adjoining at one end in front the bye-road called St. Bernard, at the other end the bye-road called St. Charles, on one side to the north-east one Michel Verret, on the other side to a small river called the Shepherd's River, following the sinuosities of the said river, by reason of which sinuosities the said grant contains, in conformity with the title of the 28th June 1698, three hundred and eighty arpents in superficies; the said lot of land to be enjoyed by the said Dame Petit, her children, their heirs and assigns, in full property for ever, under the condition of paying every year, at the usual time, to the domain of His Majesty the same *cens et rentes* and dues that she pays to the said Religious Ladies for the lands granted as aforesaid in the said seigniory of St. Ignace, and under the ordinary and usual conditions, and in proportion to the extent of land contained in the present grant, the said *cens* to produce *lots et ventes, saisine et amende* (commutation fine, seizin and fine), as the case may be, according to the Custom of Paris.

In testimony whereof we have signed these presents, have caused our seal to be affixed thereto, and have had the same countersigned by our secretaries.

Done at Quebec, the 13th October 1721.

(Signed)

VAUDREUIL, and

BEGON.

True copy,

BEGON.

[Ordinance of 1722, No. 8, folio 7.]

Ordinance disallowing the pretension set up by Jacques Hamelin, seignior of Grondines, of preventing François Hamelin, from building upon a lot of land near to the banal mill of the said seignior.

MICHEL BEGON, &c.

Jacques Hamelin, coproprietor of the seignior of Grondines, having procured the appearance before us of François Hamelin, his uncle, also a proprietor of the said seignior, requested that we would be pleased to prohibit the said François Hamelin from constructing a house, which he is about to erect upon a lot of ground near to the banal mill of the said seignior, inasmuch as the building which the said François Hamelin desires to erect, is very prejudicial to the said mill, the *banalité* of which belongs to him the said Jacques Hamelin as heir to his late father Louis Hamelin, according to the ordinance of Mr. Raudot heretofore intendant in this country, and the report of arbitrators rendered between the said late Louis Hamelin, and the said François Hamelin, in consequence of the said ordinance of the 5th August 1710, and 4th March 1711, the said report of experts homologated by the said Monsieur Raudot the first day of April 1711;—the said François Hamelin, acting as well for himself, as for his son François Hamelin, having been heard stated, that being the proprietor of an arpent and a third on the domain of the said seignior, as appears by the said report of arbitrators, that the pretension of the said Jacques Hamelin that the building he intends to erect upon the said lot of ground will be prejudicial to his banal mill is unfounded; that the reason alleged is not the true one but that his object is to take advantage of the situation of the said lot of ground, which belongs to him the said François Hamelin, and which is convenient to him for that purpose; that moreover the building which he intends erecting upon the said lot of land, will not be more injurious to the said mill than the one now used as a residence for the miller, inasmuch as it will be further from the said mill, praying for these reasons that the complaint of the said Jacques Hamelin may be dismissed, and that he may be permitted to build upon that portion of his said lot of ground which has been set apart by him; to all which the said Jacques Hamelin replied that by reason of the said ordinance of Mr. Raudot, and the report of arbitrators aforesaid, attributing to the said late Louis Hamelin his father, whom he represents, the rights assigned by the said Jacques Hamelin and which the late Jacques Aubert, their father in law, had against the said late Louis Hamelin to the extent of one fourth of the said mill, which belonged to him, as also the right of *banalité* in the said mill forever, against the inhabitants which up to that period had caused their grain to be ground thereat, he could not prevent him from enjoying the said mill; that his attempt to build so near to the said mill as he intends to do would have that effect, inasmuch as the building used as the miller's residence is inconvenient to him and he intends to cause it to be demolished; and the said François Hamelin answered that he persists in what he has already stated, having no intention to injure the said mill, his object being only to take advantage of a lot of ground which belongs to him, and upon which he believes he has a right to build in such way as will be most convenient to him, and that he is strenghtened in this belief, by the fact that

the said ordinance and the said report of arbitrators do not prohibit his building upon the said lot of ground, and that no *servitude* can exist without a title;—To all which having due regard, and seeing the ordinance of Mr. Raudot, heretofore mentioned, by which, for the reasons therein set forth, it is among other things ordered, that the said François Hamelin shall remain and be the proprietor of that portion of the seigniory of Grondines which belonged to the late Jacques Aubert, save and except, with reference to the said portion of the said seigniory, of one fourth of the mill which belonged to the said Jacques Aubert, which will remain the property of the said François Hamelin forever, with the right of *banalité* against all the inhabitants who cause their grain to be ground thereat; the report of contractors also hereinbefore mentioned, made by Messieurs Delarue, justice of the ordinary jurisdiction of Ste. Anne, François Trotaïn, royal notary of Batiscan, arbitrators named by the said Louis Hamelin and the said François Hamelin, and Mr. Ignace Dissy, judge of Champlain named as third arbitrator, the original of which report is deposited among the records of the said Mr. Trotaïn, by which, among other things, it is set forth, that the portion of the said François Hamelin in the manor of the said seigniory shall be of an arpent and a third, as heretofore enjoyed by him, according to the petition mentioned in the said report, and that the mill of the said seigniory shall belong to the said Louis Hamelin, together with the right of *banalité*, as well against the tenants of the said François Hamelin, as against the tenants of the said Louis Hamelin, in all the said seigniory of St. Charles des Roches, forever, conformably to the ordinance of Mr. Raudot; having also seen the ordinance of the said Mr. Raudot, hereinbefore mentioned, following the said report of arbitrators and confirming the same, to be executed according to its tenor and effect.

We have, inasmuch as by the said ordinance and the said report of arbitrators hereinbefore mentioned, it is not prohibited, nor has it been stipulated, that it would not be lawful to the said François Hamelin, to build upon the arpent and a third which belongs to him in the manor of the said seigniory of Grondines, which would be a *servitude* which cannot be established without a title, dismissed and do hereby dismiss the complaint of the said Jacques Hamelin.

Thus ordered, &c.

Done at Quebec, the sixteenth day of January, one thousand seven hundred and twenty-two.

(Signed)

BEGON.

[Ord. 1722, No. 8, Folio 46.]

Ordinance permitting the sieur Piet dit Trampe to gather in the crop produced by the grain sown upon his land by the seignor of the fief d'Orvilliers, the said Piet dit Trampe paying the cost of the grain sown, with the costs of sowing, according to the valuation of arbitrators.

MICHEL BEGON, &c.

Pierre Piet dit Trampe, an inhabitant of Berthier, having appeared before us, with Antoine Puisseron de la Fosse, a bailiff of the jurisdiction of this city, acting on behalf of Pierre François Pelletier Antaya, proprietor of the fief d'Orvilliers, in virtue of his power of attorney, the said Trampe stated that he was the proprietor of a land of five arpents in front by forty in depth, situate in the said fief d'Orvilliers, purchased by him from Thomas Duhamel dit Sansfaçon, residing in Boucharde Islands, and Angélique Bernier, his wife, by deed before Normandin, notary, the 3rd March 1716, in consideration of the price and subject to the charges, clauses and conditions therein set forth, of which deed he procured the *ensaisinement*, seizin, by the sieur d'Orvilliers, the former proprietor of the said fief, the 17th of the said month of March, as appears by the said deed, which land belonged to the said Duhamel dit Sansfaçon, as having been granted him by the said d'Orvilliers by deed executed before the said Normandin, the second of July 1710; that notwithstanding the said titles, the existence of which is perfectly well known to the said Antaya, the said Antaya has taken upon himself to sow upon the clearings of the said Trampe, on the said land, and desires to compel him to abandon the same, which being against all rule, he prays we may be pleased, inasmuch as he is in possession in virtue of titles, to order that he will re-enter into possession of the said land, that he will gather in the produce of the grain the said Antaya has sown in his clearings, and that the said Antaya may be prohibited from disturbing him in future in the possession and enjoyment of the said land, on pain of all costs, losses and damages;

The said de la Fosse, acting as aforesaid, having been heard, stated that the sieur Antaya having sold his property, to retire upon the fief d'Orvilliers, and that having done so, he was unable to find a spot whereon to locate himself and sow his grain; that the land which the said Trampe claims, and which he has thought he could use, as forming a portion of the old domain, belonging to his late father, which the said d'Orvilliers has conceded to a number of inhabitants, to deprive the said Antaya, who is burthened with a large family, of the means of subsistence, praying that it may be ordered by us that he shall remain upon the said land, as forming a portion of the old domain, reserving to the said Trampe his recourse against the said d'Orvilliers, as may be advised;—To which the said Trampe answered, that the reasons alleged by the said de la Fosse, on behalf of the said Antaya, cannot prevail against his title, which is executed in due form, whereupon he persists in his allegations. —To all which due regard being had, seeing the said deeds, the *ensaisinement* at the bottom of the last, together with the power of attorney by the said Antaya to the said de la Fosse, dated the eleventh of the present month, signed by Charles Boucher, on behalf of the said Antaya who cannot write,

We do order that the said Pierre Piet dit Trampe shall resume the possession and enjoyment of the land in question; that he will enjoy and gather in the the produce of the grain sown by the said Antaya upon his clearings, the said Piet returning to the said Antaya the grain so sown by him and paying the expenses he has incurred therefor, according to the valuation to be made by two cultivators to be named by them, who shall appoint a third arbitrator in the event of their not agreeing in respect of the said valuation; which said arbitrators and third arbitrator, in the event of such being named, shall before proceeding in the premises, be duly sworn, by the sieur Arnault, rector of l'Isle du Pas and Berthier, whom we have appointed for that purpose; the said Antaya is hereby forbidden from molesting the said Trampe in the possession and enjoyment of the said land, upon pain of all damages, interest and costs.

Thus ordered, &c.

Done at Montreal, the eighteenth day of May, one thousand eight hundred and twenty-two.

(Signed)

BEGON.

[Ord. of 1722, No. 8, Folio 90.]

Ordinance adjudging one Chanlus to pay to the Sieur L'Espinay the arrears of the seigniorial rents of a land abandoned by him 17 years ago, and obliging his son to reside (tenir feu et lieu) upon the said land as soon as he shall have attained his full age, upon pain of re-union to the domain of the seigniority.

MICHEL BEGON, &c.

The Sieur de L'Espinay, lieutenant, &c., having procured the appearance of François Chanlus, residing in this city, praying that he may be condemned to reside (*tenir feu et lieu*) upon the land conceded to him in the said seigniority, which he abandoned seventeen years ago, and upon which six or seven years of arrears of the seigniorial rents are due, and praying further that, in default of the said Chanlus residing upon the said land and paying him the arrears due, it may be ordered that the said land shall be re-united to his domain; the said Chanlus having been heard, stated that since he is the grantee of the said land, he has resided thereupon eleven years, and that he only abandoned the same seventeen years ago, by reason of the death of his wife, who left him four young children, three of which are still with him, namely: a girl aged 24 years, now married, another girl aged 22 years, and a boy aged between 19 and 20; that he so abandoned the said land by reason of his being incapable of cultivating it alone, and that his three children being still minors, and proprietors of one half of the same, he cannot dispose of that portion which belongs to them; that his son has promised to settle upon the said land next fall, and that in consideration thereof, he has given him the portion which belongs to him, in addition to the third belonging to him in the other half, the other two thirds belonging to his sisters; to which the said Sieur de L'Espinay answered that, for the last three years, he has promised to cause his son

to settle upon the said land, and that the said Chanlus admits the fact, wherefore he prays we may be pleased to re-unite the same to his domain, with permission to grant it to another inhabitant, in default of his residing thereon himself as he undertakes, without the necessity of any further proceedings and in virtue of our ordinance; to which the said Chanlus answered that it was not in his power to dispose of the property of his children, and that nobody can do so until they shall have become of age.

We have adjudged the said Chanlus, acting as aforesaid, to pay to the said Sieur de L'Espinay the arrears of the seigniorial *cens et rentes* due by reason of the lot of land which the said Chanlus possesses in the said seignory, as well those due as those which may become due in future, we order that the son of the said Chanlus, as soon as he shall have attained his full age, shall reside upon the said land, and in default thereof, one year after his full age, we shall adjudicate upon the reunion to the domain prayed for by the said L'Espinay.

Thus ordered, &c.

Done at Quebec, the 19th July 1722.

(Signed)

BEGON.

[Ord. of 1722, No. 8, Folio 111.]

Ordinance permitting Michel Laliberté, an inhabitant of Bouchard Islands, and the Sieur Dejordy, seignior of the said islands, respectively to go to proof as to the facts by them alleged touching the oak timber cut by the said Laliberté.

MICHEL BEGON, &c.

Olivier Hurgron of this city, tailor, the attorney duly named of Michel Laliberté, an inhabitant of Bouchard Islands, and the Sieur Barbel, acting for the Sieur Desjordy, major of the town of Three Rivers, and seignior of Bouchard Islands aforesaid, having appeared before us in obedience to our ordinance of the 29th July last, by which at the request of the said Laliberté, we prohibit the said Sieur Dejordy from hindering the inhabitants of his seignory, in the sale of the oak timber they cut down in making their lands, and from making any claim upon them by reason of the said timber, except as to those who might cut down such timber expressly to sell it, and without afterwards clearing the land upon which it has been so cut, in which case permission is granted him to cause such timber to be seized, with the right of applying to us to procure forfeiture of the same, without the right however, under any pretext whatsoever, of exacting anything from the said inhabitants by reason of the said timber;

And by which ordinance, and before adjudicating upon the demand of the said Laliberté by reason of thirty-six bushels of wheat which the said Dejordy detains, we have ordered that the said Dejordy should appear, in person or by his attorney, before us yesterday, the said Olivier Hurgron praying that, inasmuch as the said Sieur Barbel appears for the said Sieur Dejordy, we will be pleased to condemn the said Dejordy

to surrender to the said Laliberté the said thirty-six bushels of wheat; the said Sieur Barbel, acting as aforesaid, having been heard stated that the allegations of the petition of the said Laliberté, upon which we have rendered our ordinance were unfounded, inasmuch as the intention of the said Sieur Dejordy is not to hinder his inhabitants from benefiting by the oak timber upon their lands, as they clear and improve the same, but merely to prevent them from cutting down the oak timber at the extremity of the lands granted them, and which they do not clear, because after having stripped the said lands of the said timber, they abandoned the same, and he cannot afterwards find any inhabitants who will settle upon the said lands when the oak timber has been so cut down; consenting to execute our ordinance of the 29th July last, and offering to establish that the oak timber cut by the said Laliberté was not so cut upon his own land only, but upon the lands of other inhabitants and upon unconceded lands, and that he is therefore obliged to detain the said thirty-six bushels of wheat until such proof shall have been made; and by the said Olivier Hurgron, acting as aforesaid, was replied that the oak timber which the said Laliberté has caused to be cut down, and for which the said Sieur Dejordy detains from him the said thirty-six bushels of wheat, has been so cut down upon his own land in the progress of clearing, and not upon the lands of other inhabitants or upon unconceded lands, as asserted by the said Sieur Barbel, and which he the said Laliberté offers to prove, wherefore he persists in claiming the restitution of the thirty-six bushels of wheat which the said Sieur Dejordy detains from him; and the said Sieur Barbel persisting in requiring to be allowed to prove the contrary.

Seeing our said ordinance, and also the power of attorney by the said Laliberté to the said Hurgron without date, we, before adjudicating upon the restitution of the said thirty-six bushels of wheat, order the parties to go to proof, respectively, touching the matters of fact alleged by them, before the Sieur Raimbault, His Majesty's attorney in the royal jurisdiction of Montreal, whom we have named and appointed to hear the witnesses which the parties will produce before him to establish by evidence, respectively, namely: the said Sieur Dejordy, that the oak timber cut by the said Laliberté has not been so cut only upon his own land, but also upon the lands of other inhabitants and upon unconceded lands; and by the said Laliberté, that the said oak timber cut by him has been so cut upon his own land in the process of clearing and improving it, and not upon the lands of other inhabitants or upon unconceded lands; to be hereafter, upon such evidence as shall be laid before us, done as to law and justice may appertain.

Thus ordered, &c.

Done at Quebec, the 30th August 1722.

(Signed)

BEGON.

[Ord. of 1723, No. 9, Folio 3.]

Ordinance rejecting and dismissing the opposition made by Nicolas Bissonet to the seizure of his moveables; and ordering that the ordinance of the 14th September 1720 shall be executed, and that, within fifteen days, he do pay to the Dame de Vercheres the arrears of cens et rentes, and condemning him to a fine of 60 livres, if he does not comply with these presents.

MICHEL BEGON, &c.

Joseph de Vercheres, Esquire, Sieur de Pouligny, acting for and in the name of the widow lady of the Sieur de Vercheres, his mother, having come before us with Nicolas Bissonet, an inhabitant of Vercheres, the said Sieur de Pouligny acting as aforesaid, has informed us that the said lady, his mother, having obtained our ordinance of the 14th September 1720, made between her and the said Bissonet, she has, in default of payment of the *cens et rentes* to her due by the said Bissonet; to which payment we have condemned him by the same, caused the moveables of the said Bissonet to be seized and taken in execution, as appears by the return of Dorien, bailiff, bearing date the 5th december last; that the said Bissonet in a litigious spirit, and in order to avoid the payment of his debt, has thought proper, on the day of the said seizure, to make an opposition thereto, as well in his own behalf as on behalf of his wife, grounded upon the pretended torts and grievances which he intends to particularize, and has caused the said Dame de Vercheres to be summoned to appear before us, this day, to proceed upon the said opposition, and that not seeing upon what ground the said opposition has been made, unless it be to vex the said Dame de Vercheres, he prays that it may please us to dismiss the said opposition, made by the said Bissonet and his wife, to the seizure of their moveables, and that in consequence, in default of the said Bissonet paying the aforesaid arrears of *cens et rentes*, the moveables aforesaid may be removed and sold.

Having heard the said Bissonet who stated to us that he had made the said opposition merely because the said Dame de Vercheres exacts from him the payment of four *livres* and ten *sols* of *cens et rentes* for the land which he owns in her seignior, and one bushel and a half of wheat yearly; and that he is only bound to pay her, according to the location ticket of the said land, granted by the Sieur de Vercheres to André Berzat whom he represents, one bushel and a half of wheat yearly, the seigniorial dues, a day's work, and to assist in planting the May-Pole, and that, in consequence, it may please us to discharge him from the payment of the four *livres* and ten *sols*, which the said Dame de Vercheres demands of him yearly; and the said Sieur de Pouligny, acting as aforesaid, having replied that the defence of the said Bissonet is the same as the one by him set up, at the time of the making of our ordinance of 14th September 1720, and which we have disregarded, praying, moreover, the said Sieur de Pouligny, acting as aforesaid, that inasmuch as the said Bissonet is in bad faith and only seeks to elude the payment of his debt, it may please us to order that our ordinance of the 14th September 1720 be executed.

Considering all which, and seeing our said ordinance of the 14th September 1720, the said seizure and the opposition thereto made, as aforesaid, we, without regard to the opposition made by the said Bissonet to the seizure of his moveables, which opposition we hereby dismiss, order that our said ordinance of the 14th September 1720 shall be executed; that, to that effect, the said Bissonet do, within fifteen days from the service of the present ordinance, pay to the said Dame de Vercheres all the arrears of *cens et rentes* to her due by reason of the said concession; and that he will take the deed of concession to him granted and passed, by the said Dame de Vercheres, before Adhémard, notary, on the 25th June 1704; and, in default by him to comply with the present ordinance, and the delay above mentioned having expired, we have condemned him to a fine of sixty livres payable to the *fabrique* of the parish of Vercheres, and the recovery of which shall be enforced at the diligence of the said Dame de Vercheres, or of the acting churchwarden of the said *fabrique*, who shall be held to enter the said sum in his account of the present year.

Thus ordered, &c.

Done at Quebec, on the fifteenth day of January one thousand seven hundred and twenty-three.

(Signed)

BEGON.

[Ord. of 1723, No. 9, Folio 14.]

Ordinance condemning Jean Boutin, Pierre Guignard and Guillaume Lemieux, to work within a year, to the clearing of their lands; and allowing a default against Antoine Guillemet and the widow Guignard, they not having appeared.

MICHEL BEGON, &c.

Seeing the petition to us presented by the sieur de Rigauville, seignior of Bellechasse, an officer in the navy in this country, stating that he has conceded lands in the seignior of Bellechasse, to François La Croix, Jean Fradet, Antoine Guillemet, Jean Provençal, Sébastien Morin, Guillaume Lemieux, Louis Fortin, Jacques Destroismaisons, Joseph Fortin, Pierre Guignard, Augustin Guignard, Jean Boutin, Antoine Morin, Simon Fournier, Jean-Baptiste Daigneau, Louis Destroismaisons, Simon, Jacques and Joseph Talbot, Timothé Paré and Prisque Paulin, who do not actually reside, (*ne tiennent pas feu et lieu*) on the said lands, and do not clear them, although they have been, for a long time, conceded to them, to his prejudice and damage, and to the prejudice and damage of the other inhabitants settled in the said seignior, inasmuch as most of the said grantees do not pay their rent, do not bring their grain to the mill of the said seignior, do not contribute to the public works, and do not make the ordinary clearing to which they are bound towards their neighbors, and praying that it may please us to order that the said inhabitants or grantees do appear before us, to hear it declared that their lands are forfeited or re-united to the domain of the said

seigniory. Our ordinance being at the bottom of the said petition, and bearing date on the thirtieth day of January last, to the effect that the parties be called to appear before us this day, and that the said petition and ordinance be served upon the grantees; following which said last mentioned ordinance is the notice thereof and of the said petition, by Lemieux, officer of militia of the said seigniory of Bellechasse, given to the said Jean Boutin, Pierre Guignard, Guillaume Lemieux, widow Guignard and Antoine Guillemet, inhabitants of the said seigniory, and the said Boutin, Guignard, and Guillaume Lemieux having appeared before us, in obedience to our said ordinance, have stated, to wit :—The said Jean Boutin, that it is true that some time has elapsed since the sieur de Rigauville has conceded to him the land of which he demands the forfeiture or re-union, but that when he requested the grant of it he told the sieur de Rigauville that he took it to settle one of his children thereon, who is now arriving at an age to enable him to work upon it; that the said sieur de Rigauville does not suffer any damage from the want of a settlement upon the said land since he is a grantee of the first range of concessions, and has paid him the *cens et rentes* due to this day, by reason of the said concession, upon which he will cause the required work to be done during the present year.

The said Pierre Guignard who stated to us, that he has already cleared four arpents and a half of his said land, that he is ready to go and reside thereupon and to continue to clear the same, and that he now resides in the said seigniory; that as regards the *cens et rentes*, he has paid them up to this day.

And the said Guillaume Lemieux, who also stated to us, that the said sieur de Rigauville cannot complain of his not having commenced the clearing of his said land, it having been conceded to his father, for him the said Guillaume Lemieux when he was yet very young; that during the present year he will commence to work upon it; and that the *cens et rentes* have been paid to this day to the said sieur de Rigauville, who persisted in the conclusions of his said petition.

We order that the said Jean Boutin, Pierre Guignard and Guillaume Lemieux, shall be held to work at the clearing of their said lands, in a year and a day, from the notice to them given of the present ordinance by the captain of militia, who shall affix his return at the bottom thereof; and that in default thereof, and the said delay having expired, we shall proceed upon the petition of the said sieur de Rigauville as may be fitting, and we have granted a default against the said Antoine Guillemet and widow Guignard, who have not appeared either in person or by attorney, and we declare our present ordinance executory against them.

Thus ordered, &c.

Done and given at Quebec, the first of March one thousand seven hundred and twenty-two.

(Signed)

BEGON.

[Ord. of 1723, No. 9, Folio.24.]

Ordinance obliging Adam and Rivard to settle and continue the clearings upon their lands; condemning the sieur Levrard, seignior of St. Pierre, to return to Massicot and Carignan the rents which he has received during five years that he has been in possession of their lands, and to concede, to each of them, another land of four arpents by forty, in such part of his unconceded lands as they may select and at the same rate of cens et rentes.

MICHEL BEGON, &c.

Seeing our ordinance of the 29th June 1721, made between the sieur Levrard, master gunner, in this country, owner and proprietor of the seigniory of St. Pierre, on the one part, and St. Marc and Pierre Rivard, farmers of Batiscan, the said St. Marc acting as well for himself as for Jean Baptiste Adam and one Guillet, his sons in law, on the other part, enjoining the said grantees of the said seigniory of St. Peter; actually to settle and reside upon their lands within a year from that day, and in default of their so doing, and the said delay having expired, permitting the said sieur Levrard to summon them to appear before us, that it may be ordered that the forfeiture or reunion of the lands which they hold in the said seigniory to the domain thereof, shall take place; and that the sieur Levrard shall be permitted to concede them to others, at the same rate of rents and dues; also the return of Normandin, bailiff, residing at Batiscan, at the bottom of the said ordinance, and bearing date on the twenty-second September following, by which it appears that he has read, published and posted up a copy of the said ordinance, at the church door of Batiscan, where all the said grantees reside;

Another return of the said Normandin, bearing date on the twenty-fifth of February last, that at the request of the sieur de Levrard, he has summoned the said Pierre Rivard, St. Marc, Adam and François Frigon, François Du Clos dit Carignan, Luc Proteau, Madelaine Guillet, widow of Robert Rivard dit Loranger, and Jean Baptiste Braussard dit Langevin, to appear before us this day, at two of the clock P. M., to the end that it may be ordered that their lands shall be re-united to the domain of the said seigniory of St. Pierre, in consequence of their having neglected to occupy the same, (*d'y tenir feu et lieu*) within a year, in conformity with our said ordinance; and only Jean Baptiste Adam having appeared, in obedience to the said summons, who stated to us, namely, the said Adam, that he appeared as well for himself, as for Jacques Massicot and François Carrignan, farmers of Batiscan aforesaid; in virtue of their power of attorney, dated the second day of the present month, which he exhibited to us, and stated also that, as to himself, he had cleared five arpents of his said land, and had erected a hut, until he had the means of erecting a house thereon, and that early next spring, he intends to cross the river, and to continue his clearings, offering moreover to pay the rents and dues, (*cens et rentes*) as he has heretofore done.

And, with regard to the said Massicot and Carrignan, that since five or six years, the said sieur Levrard has taken possession of their lands, without their consent, to construct his mill; that in consequence they have not been able to comply with our ordinance of

the 20th June 1721; praying that they may be permitted to re-enter upon their lands, in order to settle upon the same; and that it may please us to condemn the said sieur Levrard to return and reimburse to them the rents of the said lands, during the time he has had possession of the same, and which they have paid to the agent of the said Masson, until the year 1722, at which time she died.

The said sieur Rivard being also heard, stated that, last year he erected upon his said grant, a log-house of twenty-five feet, at which he is now working, and sawing some boards to make the roof and floors; that he has cleared two arpents of his said land and hopes to make it productive this very year, offering also to pay the *cens et rentes* as he has done heretofore.

And the said sieur Levrard answered that upon the representations of the grantees of lands in his said seignory, that the erection of a mill would induce them to settle on their lands, he had built a mill in his said seignory five years ago; that the said mill is in good order, and that he suffers considerable damage from the refusal of the said grantees to settle on their said lands.

That with regard to the defence set up by the said Massicot and Carrignan, und the demand by them made of the restitution of *cens et rentes* which they have paid to the attorney of the said Masson up to 1722, the period at which she died, he stated that being under the necessity of building a mill in his said seignory, at the request of the grantees, and not finding a more convenient place to erect the said mill, than the lands of the said Massicot and Carrignan, upon which they had made no clearings whatever, he was compelled for the sake of public utility to build his said mill there, as being the most convenient place in his seignory, but that he is ready and offers to give to each of them, in lieu of this said grant, a concession of four arpents by forty, in such part of the unconceded lands as they may select, on payment by them of the same *cens et rentes* as the other grantees pay; offering moreover, to reimburse to them such *cens et rentes* as they shall prove they have paid to the said widow Masson by reason of their said grants, during the five years he has been in possession of their said lands, until the decease of the said widow; persisting however, the said Levrard, in the conclusions and objects of his said petition.

We order that the said Adam and Rivard shall continue the clearing of their lands, and that they shall immediately settle on the same; and in default of their working at the clearing of their said lands, within a year from the service upon them of our present ordinance, we authorize the said sieur de Levrard to cite them before us, to be dealt with as may be proper; we have granted *acte* to the said Massicot and Carrignan of the offers of the said Levrard, and in consequence have condemned him to reimburse the *cens et rentes* which they shall prove they have paid to the said widow Masson, by reason of their said lands during the five years that he has had possession of it, until her death, and to concede to them, in exchange for the said land which the said Levrard has retaken, a land of four arpents in front by forty arpents in depth, in such part of the unconceded lands of his seignory as they may select, at the same rate of *cens et rentes* as the other grantees of the said seignory, which concession they shall

be held to choose within three months at the latest, from the date of the service upon them of our present ordinance, and upon condition that they shall actually settle and reside (*tenir feu et lieu*) upon the said concession within a twelve months; and in default of settling and residing upon the same, within a year, and the said delay having expired, we permit the said sieur Levrard to cite them before us; to abide our further order. We grant default against the said Saint Marc, François Frigon, Luc Proteau, Madelaine Guillet, widow Robert Rivard dit Loranger, and Jean Baptiste Braussard dit Langevin, defendants who have not appeared, either in person or by attorney, and we declare our present ordinance executory against them.

Done and given at Québec, the 11th March 1723.

(Signed)

BEGON.

[Ordinance of 1723, No. 9, Folio 46.]

Ordinance compelling the inhabitants of Longueuil who have a right in the common to contribute one day's work, each year, to clear the addition to the said common made by the Baron de Longueuil, without any further charges.

MICHEL BEGON, &c.

It having been represented to us, by Mr. le Baron de Longueuil, governor of Three-Rivers, that with a view to enable the inhabitants of the seigniorie of Longueuil to pasture their cattle, he has enlarged the common of the said seigniorie by adding to it eighty arpents, without any other rent or charges than those contained in their deeds of concession; that as the said enlargement is advantageous and beneficial to them, he prays that it may please us to order that each of the inhabitants who have a right of common, shall contribute one day's work to clear the addition to such common.

We, in consequence order that all the inhabitants of the said seigniorie of Longueuil, who have a right of common, shall, on the day to be fixed by the said sieur de Longueuil, perform a day's work, each and every year, to clear the aforesaid eighty arpents of land added to the said common.

Ordered, &c.

Done at Québec, the twenty-fourth day of April, one thousand seven hundred and twenty-three.

(Signed)

BEGON.

Ordinance prohibiting the sieur St. Denis, acting for dame Duchesnay, his mother, and all other seigniors, to exact the rents stipulated in livres tournois, monnaie de France, otherwise than after a reduction of a quarter; and condemning those who have received them in full, to return the difference, or carry it to the credit of those concerned.

MICHEL BEGON, &c.

Upon the petition presented to us by Jean Marcou, Ignace Toupin, Vincent Rodrigue, René Toupin, Jacques Avisse et Michel Chevalier, old inhabitants of the parish of Beauport, alleging that they own in the seigniorie of Beauport, belonging to the widow, children and heirs of the late sieur Duchesnay, lands acquired by themselves, and others left to them by their fathers and mothers, the rents of which lands the said widow Duchesnay exacts, at the rate of twenty livres, *monnaie de France*, money of France, per arpent in front, without explaining the *cens*, under the pretence that in the deeds of concession of the said lands, it is stipulated that twenty *livres tournois* of rent shall be paid for each arpent in front; that the said widow Duchesnay cannot avail herself of the word *tournois*, which was formerly used by notaries, because since that period, the rents of the said lands have been paid to her, and she has received them at the rate of "*la monnaie de cartes*," deducting one quarter; and praying that it may please us to order that the said dame veuve Duchesnay give her explanations respecting the word *tournois*, and declare whether she intends to make them pay the said rents, at any other rate than that upon which she has received them during the time of the *monnaie de cartes*.

At the bottom of the said petition is found our ordinance of the 14th instant, to the effect that the parties be called to appear before us this day; as also the summons given, in consequence, to the said dame Duchesnay, as well in her own name, as in the name of her children, minors and of age, by Dessaline, bailiff, on the 18th instant.—To which summons, the sieur Juschereau de St. Denis, son of the said dame Duchesnay, acting as well for himself, as for his said mother, tutrix to his brothers and sisters, still minors, and also for his other brothers and sisters, who are of age, has appeared and stated to us, that he will abide by our decision upon the present contestation; praying that if we consider that he is not well founded in his demand, we may be pleased to order that those, to whom grants have been made, since the suppression of the *monnaie de cartes*, at the rate of twenty livres per arpent in front, shall be held to pay the said twenty *livres* in specie, as it is stated in their deeds that they shall pay 20 livres, *monnaie de France*; and the said petitioners have persisted in their demand;

Having heard the parties, and seeing the said petition, our ordinance and summons subjoined hereto, we, considering that the said rents which have been stipulated in *livres tournois* have, with the consent of the seigniors, been received with a deduction of one quarter, until the suppression of the *monnaie de cartes*; and that, on the contrary, those which have been stipulated *monnaie de France* have been paid without any

reduction; and considering also, that by the 9th article of the king's declaration respecting the *monnaie de cartes*, of the 5th July 1717, His Majesty has ordered that the *cens et rentes*, dues, farm and house-rents, and other debts contracted before the enregistrement of the said declaration, whenever *monnaie de France* is not stipulated, might be paid with *la monnaie de France*, deducting one quarter, which is the difference between the currency of France and of this country.—We prohibit the said sieur de St. Denis, in his said quality, and all other seigniors, from exacting the *rentes* stipulated in *livres tournois*, and others not stipulated *monnaie de France*, from receiving them, otherwise than with a reduction of one quarter; and we order all those who have received them in full, to return the difference, or to carry it to the credit of their *ténants*, to be deducted from the rents due and to accrue hereafter; and adjudicating upon the demand of the said sieur de St. Denis, in his said quality, that the rents of the grants made in the seigniorship of Beauport, since the suppression of the *monnaie de cartes*, and which have been stipulated, at the rate of 20 livres per arpent in front, without stating that *monnaie de France* was meant,—

We order that the said rents shall be paid at the rate of 20 *livres, monnaie de France*, in full and without any reduction of one quarter; inasmuch as by the 8th article of the said declaration, His Majesty has abrogated the currency of this country, and has, in consequence, ordered that all contracts, stipulations, dues, rents and all other transactions whatsoever shall be made and stipulated in *monnaie de France*, from the enregistering of His said declaration.

Thus ordered, &c.

Done at Quebec, this 21st June 1723.

(Signed)

BEGON.

[Ord. of 1723, No. 9, Folio 93.]

Ordinance which sets aside and dismisses the pretensions of the sieurs Marcot and Chastelay to arrogate to themselves the right of fishing in front of their land, reserved by Mr. Robineau, seignior of Portneuf, and which permits the sieur de Croisille, son in law of the sieur Robineau, to farm the said right to them, at the rate of four hogsheads (barriques) of Eels per annum.

MICHEL BEGON, &c.

The sieur Croisille, an Ensign in the company of the naval force in this country, as having married Miss Marie Anne Robineau, acting also for Miss Marguerite Renée Robineau, his sister-in-law, universal legatées of the said late sieur Jacques Robineau, and in that quality proprietors, each for one half, of the lands and barony of Portneuf, having cited before us, Henry Marcot and Jean Baptiste Chastelay, inhabitants of Portneuf aforesaid, as representing Jean François Marcot, to the end that

they may be prohibited from setting nets to catch Eels in front of their residence, inasmuch as they have no right so to do, and that they never have exercised the said right, nor the said Jean François Marcot whom they represent, the right of fishing having always been reserved and farmed out by the said late Jacques Robineau, and since his decease by the said sieur de Croisille acting as aforesaid.

We have heard the said Marcot and Chastenaye, who informed us that the said sieur de Croisille has no right to hinder them from fishing as aforesaid, since they ought to have the same privileges as the other inhabitants of the locality, who have the right to fish in front of their lands; that it is true that in the location ticket of the land they own, granted by the said late Jacques Robineau to the said Jean François Marcot, and addressed to the sieur La Cétière, a notary of this town, in order to prepare a deed thereupon, no mention is made of the said right to fish; but that it is therein stated that the said sieur de la Cétière shall make and prepare the deed with the same clauses, and upon the same conditions, as the other inhabitants of the place. That the deed was accordingly prepared by the said sieur de la Cétière, which deed, however, the said late sieur Jacques Robineau refused to sign; that nevertheless, they have acquired the said land from the said Jean François Marcot, solely in the hope of enjoying the right of fishing, as aforesaid, inasmuch as the greater part, or almost the whole of the said land is worthless, they are thereby exposed to great damage and loss, having incurred considerable expense to establish the said fishery, never anticipating any trouble in the enjoyment of the right in question; that the said sieur de Croisille has no right to hinder them from enjoying the said privilege of fishing, since the intention of the said late sieur Jacques Robineau, was that the deed for the said land should be passed with the same clauses and upon the same conditions as those of the other inhabitants who enjoy the privilege of fishing in front of their lands. Wherefore they pray that it may please us to order that they shall have and enjoy the right to fishing in front of the said land, and that the sieur de Croisille be prohibited from disturbing them in the enjoyment thereof.

To which defence, the said sieur de Croisille replied, that it is easily perceived that the said Marcot and Chastenaye are acting under the influence of bad advice, and that their demand to enjoy the said right of fishing, is the effect thereof, inasmuch as the said sieur Robineau has always reserved to himself the said right, and that he never intended to give it up to the said Jean François Marcot, it being the most considerable revenue of the seigniory, and that to indemnify the said Marcot for the privation of the said right, he, the said Robineau, granted him six arpents of land in front, which are only charged with the rent of four arpents.

That the proof that the said Jean François Marcot never enjoyed the right of fishing, is made evident by their defence, since they agreed themselves that the said late sieur Robineau would not sign the contract which was drawn by the said sieur de la Cétière, because it was therein stated that the grantee would have the right of fishing; that what establishes more strongly that the defendants have no right to the said fishery and never pretended to have any, and that the said right has not been conceded to the said Jean François Marcot, and that they have never enjoyed the same, is

that to their knowledge the said late sieur Robineau has always farmed it out, and the said Jean François Marcot never enjoyed it, neither have they since their residence on the said land; the said Henry Marcot not being even able to deny that he did not last year offer to give to the said Croisille, five barrels and a half of Eels, per annum, for the rent of the said fishery: that in consequence, their demand to enjoy the said fishery on the same footing with the other inhabitants is absurd; that nevertheless, and whereas it is more natural that the said defendants should have the lease of the said fishery, in preference to any other, on account of its being situate in front of their lands, he consents to give them the lease and privilege thereof, for the said five barrels and a half of Eels, which the said Henry Marcot offered him last year.

To which the said Henry Marcot replied, that it is true that he knew that the said fishery had always been leased, and that he had the preceding year offered five barrels and a half of Eels per annum, but that he had since been informed that the said sieur de Croisille could not deny him the right of fishing, since all the other inhabitants of Portneuf enjoyed the same, in front of their lands: wherefore he persisted, as well as the said Chastenaye in their said defences.

We, inasmuch as it appears that the said late sieur Robineau has always enjoyed the right of fishing in front of the land by him conceded to Jean Marcot, and that he has not specifically conceded the said right:—

Order that the said sieur de Croisille, acting as aforesaid, shall continue to use and enjoy the said fishery, and by his consent, that the said Marcot and Chastenaye may use and enjoy the same for the space of two years, on their giving him, for each of the said two years, four barrels of Eels, that is to say, two barrels per annum each, and they shall be held to make their option within eight days from the notification which will be made to them of the present ordinance, in default of which, and the said delay expired, we permit the said sieur de Croisille to dispose of the said fishery as he may see fit.

It is hereby further ordered that, at the expiration of the said two years, of the enjoyment by the said Marcot and Chastenaye of the said fishery, they may, if they think proper, continue to enjoy the same, on paying to the said sieur de Croisille the same annual rent of four barrels of Eels.

Thus ordered, &c.

Done at Quebec, this 25th July 1723.

(Signed)

BEGON.

[Ord. from 1723, No. 9, Folio 112.]

Ordinance which condemns the Sieur Gachet, agent for the seignior de la Durantaye, to cause the lands of the inhabitants of the said seignior to be bounded without delay, and which suspends the payment of the lands until boundaries shall have been placed, &c., &c.

MICHEL BEGON, &c.

Upon the petition to us presented by Jacques Quénet, Antoine Couppy, Pierre Jovin, Jean Pasquier and Joseph Denis, inhabitants of St. Michel de la Durantaye, acting as well in their own name as in the names of the other habitants of the said place, alleging that, during several years past, they have paid to the Sieur Gachet, the authorized agent of the Sieurs de la Durantaye and Widow Cadran, absent from this country, the rents of the lands which they possess in the said seignior, which said lands have never been measured nor bounded, notwithstanding their numerous applications to the said Sieur Gachet, so that they do not know the extent in depth of their lots, and praying that we may be pleased to condemn the said Gachet in his said quality to deliver to them the extent of land which they ought to have, as well in front as in depth, according to their location tickets, and a necessary road, upon the offer by them made to pay their rents at the same rate as the other inhabitants of the said seignior as also that he shall be held to compel the other inhabitants in front of them to reside upon their grants in order to give them the ordinary clearing; at the bottom of which petition is our ordinance of yesterday to the effect that the parties be called to appear before us this day, at ten o'clock in the morning.

And the summons in consequence given to the said Gachet by Rageot, bailiff, yesterday, and the said Gachet having appeared and stated to us that, in his quality of agent of the said Sieur de la Durantaye and Dame widow Cadran, he does not intend to oppose the demand of the said Quénet, Couppy and others, and that he will abide by the order by us given;

Considering which, and seeing the said petition, our order and the summons at the bottom of it dated as aforesaid, we condemn the said Gachet, in his said quality, to cause the boundaries of the plaintiffs' said lands to be drawn without delay by a surveyor, as well in front as in depth, according to their location tickets, in presence of the said parties or after due notice given to them, the cost of which survey shall be paid by the plaintiffs, and we do hereby suspend the payment of the rents of the lands until the said survey shall have taken place; condemning also the said Gachet, in his quality, to furnish to the said plaintiffs the road by them demanded, and as to their rents, we order that they bring back their location tickets, in order to pay them at the same rate as the other inhabitants of the seignior de la Durantaye.

Thus ordered, &c.

Done at Quebec, on the sixteenth November one thousand seven hundred and twenty-three.

(Signed)

BEGON.

[Ord. of 1724, No. 10, Folio 11.]

Ordinance condemning the Sieur Pierre Tremblay to concede to the Sieur Gontier 12 arpents of land in front by 40 arpents in depth, upon the conditions that he do pay the arrears of rent at the rate of 6 livres currency of the country, or 4 livres 10 sols currency of France, and 6 capons or 4 livres, 10 sols and 9 deniers of cens per arpent, each year, and to give him a deed of concession thereof.

MICHEL BEGON, &c.

Seeing our ordinance of the 3rd February 1717, made between Pierre Tremblay, proprietor of the seigniorie of Eboulemens, and Louis Gontier, residing in the said seigniorie, enacting that, without regard to our ordinance of 1713, made in favor of the said Pierre Tremblay, and by which we have reduced the land of the said Gontier from 12 arpents to 6, upon the statement made to us by the said Pierre Tremblay, that the said grant was too extensive to be effectually cultivated by the said Gontier alone, without informing us that he had previously been condemned by Mr. Raudot, by his ordinance of the 8th March 1710, to concede the said twelve arpents, by which we have ordered that the said ordinance of Mr. Raudot should be executed, according to its tenor and effect, and that, consequently, the said Tremblay should be compelled to allow the said twelve arpents which he had been condemned to concede to him, upon the same conditions as those mentioned in the deeds of the other grantees of lands of the Petite-Riviere, and upon condition of the payment of the said rents, from the 8th March 1710.

Another ordinance by us made, on the 28th June last, between the said parties, by which, to establish the depth which the said land should have, we have given act to the parties of the nominations by them made to settle the same, namely: the said Tremblay, of Louis Tremblay, his brother, and the said Gontier, of Jacques Fortin; and in case they should differ, they might call in an umpire; that the said arbitrators should go on the premises to examine the same, after having been duly sworn before the Sieur de Chavigny, whom we have authorised to that effect, as also to reduce the report of the said arbitrators to writing, which report should be brought before us, that thereupon we might order what should be right respecting the depth of the said land.

Seeing also the return of the said Sieur de Chavigny, dated on the 29th August last past, establishing that the said Louis Tremblay and Jacques Fortin had been duly sworn to make the said visit, after which the said arbitrators differing in opinion and not having agreed upon the nomination of an umpire, and the said Tremblay and Gontier differing also as to the nomination of such an umpire, the said Sr. de Chavigny should have named as such umpire Joseph Poulin, agent of Bay St. Paul's farm, who, after being duly sworn well and truly to visit and examine the said farm, has declared that he had well examined the same in several parts thereof, and had observed that it was composed of nothing but red earth, which is rather sand than earth, having a stony bottom with large rocks, impracticable in consequence of the height of the land which rises very rapidly; that it is impossible to make roads through it; that the

upper part is covered with bad fir and cedar trees; that he does not believe that more than five arpents in depth of the said land, in the widest part of the same, are fit for cultivation and sowing, and that even, as to that depth, a part of it tumbled every year; and that, during the last five or six years, half an acre had been thus destroyed.

We, considering the return made by the said Poulin, umpire as aforesaid, have condemned the said Pierre Tremblay to concedé to the said Louis Gontier 12 arpents in front by 40 in depth, in his seigniory, upon the same conditions and at the same rate mentioned in the concessions made to the inhabitants of the Petite-Rivière, and as it has been heretofore ordered by the ordinance of Monsieur Raudot of the 8th March 1710, and by that which we have made in consequence on the 3rd February 1717.

And being informed that the inhabitants of La Petite-Rivière pay, according to their deeds of concession ten sols currency of this country, per arpent in front, and the half of a capon, we condemn the said Gontier to pay to the said Tremblay the arrears of rents of his said land, in specie, to begin on the 8th March 1710, at the rate of 6 livres currency of this country, being in currency of France 4 livres, 10 sols and 9 deniers of cens per arpent, yearly.

And we order that the said Tremblay shall execute a deed of concession to the said Gontier, upon the conditions and at the rate above mentioned, and in default by the said Tremblay to comply with these presents within one month from this day, and the said delay being expired, we further order that our present ordinance shall be to the said Gontier equivalent to such deed of concession.

Thus ordered, &c.

Done at Quebec, the twelfth day of April one thousand seven hundred and twenty-four.

(Signed)

BEGON.

[Ord. of 1724, No. 10, Folio 34.]

Ordinance compelling the Sieur Beaudoin to clear, for the Widow Beaudoin, his sister in law, as much land upon the new grant to her made, as there is on the lot cut off from her farm by the seignior of Repentigny, and of which the said Beaudoin is now in possession.

MICHEL BEGON, &c.

Marie Rivière, widow of Jacques Beaudoin, of the River of L'Assomption, in the seigniory of Lachenayo, having appeared before us with Guillaume Beaudoin, her brother in law, and her neighbours, to settle the difficulties existing between them in relation to the execution of our ordinance of the 7th July 1720, the said widow pretending that the land which the Sieur de Repentigny wishes to give her to indemnify her for the land of which the fixing of proper boundaries has deprived her, and by

which the said Beaudoin has been benefitted, is not acceptable by reason of the great expences to be incurred in draining the same by means of ditches at least fifteen feet deep; and therefore praying that she may be placed in the same situation as she was previous to our said ordinance.

And the said Beaudoin maintaining that she cannot avail herself of that reason or disturb him, having voluntarily agreed with him that, in lieu of the work which he was to do on the new grant to her promised by the said Sieur de Repentigny, he would clear the same quantity of land upon her old grant, according to the *procès-verbal* of Beaudry, a land-surveyor, wherein the said agreement is mentioned, and which he has exhibited unto us as bearing date the 16th May 1721;

Whereupon, and having heard the said Sieur de Repentigny who stated that the said widow has accepted the said land which he offered her, at the time of the making of our said ordinance, and that he has no other to give in the said seigniory; seeing our ordinance of the 7th July 1720, and the report of the said Beaudry of the 16th May 1720, and upon the whole deliberated, without reference to the said covenant alleged by the said Beaudoin, which we declare to be null,

We have ordered that our said ordinance of the 16th May 1720 be executed between the said parties, and that, in consequence, the said Beaudoin shall be held to clear, upon the new grant to the said widow, as much land as there is upon the land cut off from her farm and of which the said Beaudoin is in possession, according to the survey thereof made by the said Beaudry; the said clearing to be made at the place indicated by the said widow, upon the said new grant, which indication she will be bound to make within two years from this day, during which time and until the said Beaudoin shall have made the said clearing, she will remain in possession and enjoy the said ground cut off from her farm, according to our said ordinance.

Thus ordered, &c.

Done at Montreal, in our residence, this ninth day of June one thousand seven hundred and twenty-four.

(Signed)

BEGON.

{Ord. from 1725 to 1726, No. 11, Folio 22.}

Ordinance between the sieur Gastin and the sieurs Peyre and Bequet, respecting the Cod fishery in the river de la Magdelaine, in the Grande-Vallee-des-Monts-Notre-Dame and at L'Anse à l'Etang, leased to the sieur Gastin alone, by Messieurs Sarrazin and Lajus.

MICHEL BEGON, &c.

Upon the petition to us presented by the sieur Gastin, Merchant of this city, alleging, that having leased from the sieur Sarrazin, member of the superior council of

this city, and of sieur Jourdain Lajus, in his own name, and as agent for the sieurs Thierry Hazeur, common and grand Penitentiary of the Cathedral Church of this city, and Pierre Hazeur de Lorme, also Cannon and first Chorister of the said church, the land, seigniories and fiefs of La-grande-vallée-des-monts-Notre-Dame, of the river de la Magdelaine and of l'Anse du Grand-Etang, to them belonging in common, with the rights of trading, hunting and fishing through all the extent of the said lands and seigniories, upon the conditions mentioned in the deed of lease; and among others, to make upon the said seigniories the necessary establishments for trading, hunting and fishing, as appears by the said lease, passed before M^{re}. Barbel, notary of the Prévosté of this city, on the fifth of April last.

That by reason of the said lease, he has made the necessary preparations and disbursements to commence the said establishments for a permanent cod fishery, and is about to dispatch, for that object, three vessels of forty tons each, with fourteen fishing boats and sixty-five men, inasmuch as he intends to occupy the whole extent of the said seigniories, as representing the proprietors thereof, in virtue of the said lease, and by our order of the fourteenth of the said month of April, by which we have permitted him, in his said quality, to establish in the said seigniories a permanent fishery, and forbidding all other persons to molest him.

That nevertheless, he has been informed that the sieurs Peyre and Becquet, merchants of this city, having obtained a passport from the admiralty in this city, for a boat, which they declared they wished to send to the said Anse-du-Grand-Etang, did, on the ninth of the said month of April, send a canoe with five men, to retain, in their name, a certain extent of beach for cod fishing, which undertaking of the said Peyre and Becquet, is in contravention to the marine ordinance of one thousand six hundred and eighty-one, contrary also to our said ordinance of the fourteenth of the said month of April and against the rights of the said sieurs Sarrazin and Hazeur, proprietors, who ought to have the exclusive privilege of fishing upon as much space as they may occupy, which said right they have ceded to the petitioner, praying that inasmuch as the said undertaking would cause him considerable damage, we may be pleased to confirm our said ordinance of the fourteenth of the said month of April; and seeing the said lease, to forbid the said sieurs Peyre and Becquet, as well as all others, to make any establishments whatsoever for fishing, hunting or trading upon the said lands and seigniories of the Grande-Vallée-des-Monts of the river de la Magdelaine and of l'Anse du Grand-Etang, to the prejudice of the petitioner, and to cause him any trouble or hindrance, under such penalty, costs and damages as we may be pleased to order,—the said petition signed "Gastin", at the bottom of which is our ordinance of the twenty-third of the said month of April, to the effect that the parties be called to appear before us on the following day, at eight o'clock in the forenoon, and the summons in consequence given to the said sieurs Peyre and Becquet, by de Saline, bailiff, dated on the same day; the defence set up against the said petition, served at the request of the said sieurs Peyre and Becquet, upon the said sieur Gastin, by the said de Saline, on the twenty-seventh of the said month of April; by which they allege, amongst other things, that the pretensions of the said sieur Gastin are not only

new, but contrary to justice and tend to ruin the commerce of this country; that they do not pretend to raise the question, whether the titles given for a number of years for such a large extent of the country, as are the tracts leased to the said sieur Gastin, which contain nearly twelve leagues of the beach along the sea coast which have not been settled by the proprietors, in any manner whatsoever, can now have their effect, after so many declarations by His Majesty and orders from the Council of State, for the remainder of the non-established grants; but that he takes the liberty of stating that it is useless for the said sieur Gastin to represent the heavy expenses, which he states he has incurred for the establishment of permanent fisheries, which he intends to form on the said lands by him leased, inasmuch as it is notorious that the two largest of three vessels which he states he has equipped for the said fisheries are by him intended for his trade with Isle Royale; that no other expenses are to be incurred than those of the ordinary equipments, greater or smaller, according to the intention and the means of the parties; the stages, shanties and clearings, the privilege of which he asks, having been erected and made by the different merchants who have carried on the fishing business during every year since seventeen hundred and fourteen, period at which the said harbors have been found fit and convenient for fishing, and even admitting that those leases were in full force, the right of fishing, thereby granted, can only extend to such lakes or rivers contained in the said conceded lands, or to such fish as can be taken along the beach, which is left dry at low tide, and that it cannot extend to the cod fishery, since the king's intentions are absolutely to the contrary to such pretensions.

That this is proved by the concessions granted at Labrador, to the sieurs de Courtemanche, de la Valterie and Constantin, by which, though the exclusive seal fishery is granted to them, nevertheless His Majesty expressly reserved in their deeds the cod fishery for all his subjects; that this reserve has always been the king's intention, as fully appears by His ordinances.

That the ordinances of the year one thousand six hundred and eighty-one, respecting the navy, set forth in the fifth book, title first, article first, that His Majesty declares the sea fishing free to all his subjects.

That it would be useless for His Majesty to grant such right, if his subjects could not dry their fish on the beach, and thereby enjoy the said right.

That the second article of the said title, only obliges such of his subjects as shall carry on the cod fishing in the seas along the coast of America, where it can be carried on, to obtain a clearance from the admiral for each voyage.

That lastly, the title sixth, which treats solely of cod fishing, prescribes the rules which ought to be observed in such fisheries, the privilege given to the first arrival, the distribution which should take place of the beach and the rules to be observed during the said fishing.

That it was with a view of complying with the said ordinance, that the petitioners despatched a boat on the ninth of the said month of April, with a permit from the ad-

miralty for six boats, not only to retain a site, but also to make and repair the stages and shanties which are deteriorated during the winter, so that nothing could delay or impede their fishing.

That in so doing they have only done what is customary in this country.

That the said sieur Gachet has done so several times and namely last year.

That they understand that the clause in the said deeds, which grants the right of fishing, hunting and trading, can only have reference to cod fishing.

That they believe they are right in maintaining that, if the deeds, in question, mentioned cod fishing in plain terms, the sieurs Gastin and his authors not having given notice of the new privilege, either by registration or publication; and being desirous of exercising the same, after other individuals, upon the faith of a received and uncontradicted custom, have incurred considerable expense in equipping six boats and a sloop, carrying forty men, ought to be dismissed and their pretensions rejected, for the present year at least, because the defendants have in their favor the ordinances and their good faith.

That, although the southern coast of the river St. Lawrence, from Matanne where the cod fishing commences, is very extensive, there are but few spots where the fish can be prepared, inasmuch as the places where boats can be hauled on shore are very scarce. That, however, the inhabitants of Canada can only fish for cod in the river St. Lawrence, for many reasons, the first of which is that the opening of the navigation being very tardy, and the wind from the sea blowing during all the month of May, they only reach the bay of Canada long after the fishing has commenced, and they would be obliged to go beyond l'Isle Percée to find out new spots to dry their fish, which is not possible, since all the harbors from Cap d'Espoir to the bottom of Baie des Chaleurs, although conceded to several individuals of this country, as those leased to the said Gastin, are occupied by vessels from France, whose crews exercise there, as well as in all the other harbors known, north and south of the St. Lawrence, the privilege granted by His Majesty, to the first comer, in the same manner as within the limits prescribed by the ordinance, from the Cap-des-Rosiers, to Cap d'Espoir which limits were, at that time, considered alone fit for fishing cod.

The second reason is, that the Canadian fishermen not being yet perfectly acquainted with the fishing business, could not fish on the open sea, as the french fishermen do, but can fish very well in the river.

That finally, those who fish in the river only, dispatch their vessels after sowing time, because the fishing commences late there.

That, if the pretensions of the said sieur Gastin were maintained, very few individuals could carry on the fishing business, because the southern coast of the St. Lawrence having been conceded to some ancient families, and the northern coast being the property of the king, the Islands Maingan, Anticosti and the main land in front of them to the limits of the said king's property, to the families of the sieurs Jolliet and

Bissot, which extent of ground, the Isle Maingan excepted, is without any establishment whatever; should each of the said proprietors wish to exercise the same privilege of fishing granted to them, that branch of trade would have to be abandoned, although it is now carried on without the least prejudice to the proprietors of the fiefs; that on the contrary, it is very useful to them and to all the colony, inasmuch as it attracts a great number of vessels yearly, in search of codfish; and for all those reasons they conclude that the demand of the said sieur Gastin ought to be dismissed, as to the present year, at least, and that he be prohibited from causing any trouble or impediment to the people employed by the defendants, upon pain of a fine and the payment of the loss and damages suffered by the said defendants.

Seeing also the replications of the said sieur Gastin, served upon the said sieurs Peyre and Becquet, by the said Dessaline, bailiff, on the second of the present month, by which the said Gastin maintains amongst other things, that the allegation of the said Peyre respecting the right of fishing, which he says cannot be understood to mean the right of cod fishing, but only the right of fishing in the lakes and rivers within the extent of the conceded lands, or of taking the fish which can be caught upon the banks left dry by the tide, militates against him and shows the justice of the pretension set up by the said Gastin, because without inquiring whether the right of fishing, which he has leased, may or may not mean the right of cod fishing, it is certain that by virtue of the naval ordinance, by which His Majesty has declared cod fishing upon the high seas free and common to all his subjects, he has the right to it, as being one of His Majesty's subjects; that he does not ask that the said sieur Peyre and his associates be prevented from fishing for cod in the river, in front of the grants by him leased.

That there now only remains the question relative to the beach necessary to dry the fish; that it is but just that, having taken a lease of seigniories, containing in all, four leagues in extent, (instead of twelve, as stated by the sieur Peyre) and having incurred considerable expense in establishing upon each of the said seigniories permanent fishing establishments, he should have the choice of the extent of beach which he requires, since the sieur Peyre agrees that the right of fishing means the privilege to take all the fish that can be caught on the banks which are left dry at low water; and that he, Gastin, consents that when he shall have chosen the extent of beach which he requires, they the said Peyre and his associates may also take what they require.

That the clearance which they allege they have taken at the admiralty office, for six boats, is contrary to the regulations, such clearance being only deliverable to vessels actually in the stream and ready to sail with the first fair wind.

That by the 10th article of the 4th title of the regulation of the 12th January 1714, concerning the establishment of admiralty jurisdictions, in all the ports in the colonies, it is expressly enacted that the permits for fishing shall only be delivered with the consent of the governors, and that it is certain that the sieurs Peyre and Becquet have not obtained the consent of Mr. le Marquis de Vaudreuil to the said permit, which they allege that they have obtained from the admiralty office, which invalidates the said permit.

That the naval ordinance, book 5th, title 6th, grants the privilege of cod fishing in the Baye du Canada, only to him who arrives first with his vessels; that consequently he who only sends a canoe, as the said sieur Peyre and his associate have done, or even a boat, cannot enjoy that privilege even if he is the first comer, to the prejudice of one who would reach the ground with his vessel.

Secondly, that the permission to fish, as to Canada, is, by the 5th article of the 6th title of the said book 5, limited from Cap d'Espoir to the Cap des Rosiers, which is the nearest to the mouth of the river St. Lawrence, in the Bay of Canada, so that the said seigniories leased by the said sieur Gastin, being in the river St. Lawrence, and at a distance of twelve leagues from the Cap des Rosiers, and beyond the limits of cod fishing in the Bay of Canada, it is through kindness only that the said sieur Gastin is willing to allow the said Peyre and his associate to use the beach of the said seigniories, after he shall have selected the extent which he shall require and the most commodious spot to erect a house and stores for his permanent fisheries; wherefore he persists in the conclusions of his petition.

And the answers of the said Peyre and Becquet, served upon the said Gastin, by the said de Salline, bailiff, on the eighth instant, by which they persist in maintaining the validity of their said permit, and their right to fish and to use the beach which they shall select, in front of their grants, the banks of the St. Lawrence being free to all fishermen; seeing also, the lease granted to the sieur Gastin, and dated as aforesaid, together with an ordinance of the 14th April aforesaid; and having heard the said parties, we, with the consent of the said parties, order that the sieur Gastin shall alone enjoy the right of fishing at the Grand-Etang and at the river de la Madelaine; and as to the Grande Vallée-des-Monts Notre-Dame, the sieur Gastin shall take beach enough, the shanties, stages and sheds for seven boats, and shall give up the remainder to the said Peyre for his fishery; and in case the crew, sent by the said Peyre to the said Grand-Etang, shall have commenced the erection of huts and stages, the like work will be performed for him by the crew of the said Gastin, at the Grande-Vallée aforesaid; and we do forbid all other persons, besides the said Gastin and Peyre, from going to fish in the said localities, during the present year, or to molest or trouble them on pain of a fine of four hundred livres, applicable as follows: one half to the general-hospital, and the other moiety to the Hotel-Dieu of this city, without prejudice to the costs, damages and interests suffered by the said Gastin and Peyre.

And we further order provisionally, and until His Majesty shall have made known his will, that the said sieur Gastin may, during the ensuing year and the three following years of his lease, send, in the extent of the said three fiefs of the river de la Madelaine, de la Vallée-des-Monts and de l'Étang, such number of boats as he may see fit, to carry on cod fishing, and shall enjoy the preference as to the beach, huts and stages necessary, without trouble or hinderance from any one whomsoever, upon the same penalty above mentioned, and further order that our present ordinance be posted up, read and published wherever need be, so that no one may plead ignorance in relation thereto. Thus ordered, &c.

Done at Quebec, the 10th May 1725.

(Signed) 1

BEGON.

[Ord. from 1725 to 1726, No. 11, Folio 29.]

Ordinance maintaining the Sieur Gosselin in the possession of the domain of Mont-Louis, in preference to all others; and prohibiting the Sieur de la Coudraye to disturb him therein, on pain of a fine of one hundred livres applicable to the Hotel-Dieu.

MICHEL BEGON, &c.

Upon the petition to us presented by Louis Gosselin, merchant of this city, as well in his own name, in his quality of donee (*donataire entre vifs*) of the late Mr. Pierre Haynard, judge of Notre-Dame des Anges, and as such, he, the said Gosselin, proprietor for one half of the fiefs of Mont-Louis and Paspebiac, as in his quality of agent of Louise Guillot, his mother, widow, by her third marriage, of the said late Sieur Pierre Haynard; alleging that the said fiefs have been granted to them for the purpose of establishing permanent fisheries, and namely Mont-Louis, with the right of fishing, hunting and trading, upon which said fief settlements have existed for the last thirty years, and upon which there are two domains, one, on a point at the mouth of the river Mont-Louis, on the eastern side thereof, containing about fifteen arpents in front by about one arpent in depth, with a house and another building twenty feet square, used as a store for salt, thereon erected, which domain has been cleared at the expence of the petitioner, acting as aforesaid, to serve as a place to dry fish; that, within a few years, individuals of this country who go to fish at Mont-Louis aforesaid, have, of their own authority, constructed huts for their crews, and other buildings to store their provisions and fishing utensils, which takes up the best spot on the said domain, which is required to pile the fish in the open air; that the said individuals go at night to fish for trout, by torch-light, in the said river, by which great damage is occasioned to his men, who are often left without bait, owing to the large number of persons who fish the said trout;

And praying, the said petitioner, that taking into consideration his right of fishing in the said fief, it may please us to permit him to demolish the huts and other buildings erected on the said domain, and to forbid any person to make any settlement on the said domain in future, but on any other part of Mont-Louis which they may select, and to go and fish for trout in the said river, on such penalty as it may please us to order.

At the bottom of the said petition is found our ordinance of the 7th instant, to the effect that the parties be called to be heard on the said petition; and the summons in consequence given on the same day, by Dubreuil, bailiff, to the Sieur Jean Baptiste La Coudraye to appear before us this day, who having appeared, stated to us that it is true that he has caused huts and other buildings to be erected on the said domain of Mont-Louis, for the purpose of fishing, as he has done for several years; that nevertheless, as he does not intend to deny or contest the right and preference which the said Sieur Gosselin ought to have upon his said domain, for the fishery which he intends to establish there, he consents to remove his huts, etc. to the spot which shall be left vacant, after the said Sieur Gosselin shall have selected a place as being commodious for his fishing-boats.

Which offer having been accepted by the said Sieur Gosselin, we grant act to the parties of their said consent and acceptance, and do, in consequence, order that the said Sieur Gosselin shall enjoy, by preference to all others; such portions of the said domain of Mont-Louis as he shall have selected for his fishery, and that, according to his consent, the said Sieur de la Coudraye shall afterwards take the unoccupied ground, provided that he reach the spot in time and before any other shall have taken possession of it; prohibiting the said Sieur de la Coudraye and all others to disturb the said Sieur Gosselin in the occupation and enjoyment of the extent of ground by him occupied for his boats, on pain of a fine of one hundred livres, applicable to the Hotel-Dieu of this city, and without prejudice to the damages by him incurred.

Thus ordered, &c.

Done at Quebec, on the eighth day of June one thousand seven hundred and twenty-five.

(Signed)

BEGON.

[Ord. from 1725 to 1726, No. 11, Folio 45.]

Ordinance reuniting to the domain of the Sieur de Varennes the land of one Lapalme, and condemning the said seignior to indemnify the said Lapalme for the work by him done on the said land, to be estimated by experts, and prohibiting the said Lapalme to disturb the said Sieur de Varennes in the enjoyment of the said land.

MICHEL BEGON, &c.

Seeing the ordinance made by the Sieur Raimbault, King's attorney of the jurisdiction of Montreal and our deputy in that part of the country, bearing date the 20th September 1724, between the Sieur de Varenne, lieutenant in the navy, seignior of the fief de Varenne situated on the south bank of the river St. Lawrence, of the one part; and Christophe Lapalme, farmer of L'Isle-Jesus, of the other part; granting act to the parties of their appearances, statements, demands, tenders and pleas enunciated in the said ordinance; to avail the parties before us in so far as may be right; nevertheless prohibiting the said Lapalme from working on the land in question until it shall be otherwise ordered; the said statements, demands, tenders and pleas of the parties being as follows, that is to say:

On the part of the said Sieur de Varenne, that, notwithstanding the verbal and written prohibitions by him made to the said Lapalme to work or cause work to be done upon the said land, situated in the domain of the said fief de Varenne, at the distance of forty arpents in depth from the river St. Lawrence, the said Lapalme wishes to take possession of the said land against the will of the said Sieur de Varenne, under the pretence of a certain survey and measurement thereof (*procès-verbal d'arpentage*), which he has caused to be made by a land-surveyor in his absence and which he, the said Sieur de Varenne, has refused to sign; wherefore he prays that it may please us to

prohibit the said Lapalme from working upon the land which the said Sieur de Varenne requires to draw his fuel therefrom, and therefore can not grant to the said Lapalme, because the line which has been drawn to divide the said fief de Varenne from the fief de Martigny, takes away the greater portion of his said domain and all which he had reserved for a wood land, insomuch that he has been compelled to buy lands from an inhabitant of that fief for the purpose of procuring fire-wood ;

That, moreover, the said Lapalme is liable to the effect of the ordinances, even if he had a deed of the said land, inasmuch as he has not actually resided or settled upon the said land, he having resided at L'Île-Jésus for several years ; that he offers to pay to the said Lapalme the value of the work which he had performed on the said land, if any he had done, previous to the defense to him signified by Thibaut, bailiff, on the 9th September 1723, and which he has exhibited unto us ; although, strictly speaking, he ought to loose his said work, because he was notified about six months after the survey above mentioned, when the Sieur de Varenne perceived that his domain was cut off, as aforesaid, by the line since drawn, as above stated, and that, at that time, the said Lapalme had incurred no expense on the said farm.

And on the part of the said Lapalme it was stated that, although the said Sieur de Varenne has always refused to sign the said certificate of survey of the land in question, and to grant him a deed of the same and to receive rents therefore, he is, nevertheless, proprietor of the said land, having been in possession thereof for a year previous to the said survey which he exhibited, bearing date on the 14th September 1720 ;

That it is true that the said Sieur de Varenne has, verbally and in writing, prohibited him from working on the said land ; but that did not hinder him nor will it stop him from working thereupon, and that he is acquainted with the King's ordinance.

We, considering that the said Lapalme has not obtained a deed for the said land, and that, even if he had, he would be deprived of the benefits resulting from it, inasmuch as he has not actually settled and resided upon the said land, and that the said Sieur de Varenne has not received any rents in consideration of the said grant, that on the contrary the said Sieur de Varenne has, verbally and in writing, prohibited him from working on the same, order that the said land shall be and remain re-united to the domain of the said fief de Varenne, so that the said Sieur de Varenne may enjoy the same, upon his reimbursing to the said Lapalme the costs and value of the work by him done upon the land in question, if any he had done, the said work to be valued by experts named by the parties before the Sieur de Raimbault, our deputy in that part of the country, and in default of the parties to name such experts, our said deputy shall name them *ex officio* ; and we forbid the said Lapalme to disturb the said Sieur de Varenne in the possession and enjoyment of the said land, on pain of all costs and damages, and of a heavier penalty if the case required it.

Thus ordered, &c.

Done at Quebec, on the twenty-fifth day of July one thousand seven hundred and twenty-five.

(Signed)

BEGON.

[Ord. of 1726, No. 12, A, Folio 51.]

Ordinance prohibiting all seigniors and all inhabitants, carters, carpenters, wheelwrights, coopers, joiners, gunsmiths and other tradesmen, to cut, fell and carry away any wood upon and from the lands and seigniories of others, on pain of a fine of 100 livres against the contravening party, and of corporal punishment against those who shall not have it in their power to repair the damages by them occasioned.

CLAUDE THOMAS-DUPUY, &c.

Upon the petition to us presented as well by the Gentlemen of the Seminary of this town of Quebec, the Reverend Fathers of the Order of Jesus, the Sieur Sarrazin, member of the Superior Council of New France, the Sieur Lanouiller, also a member of the said Superior Council, as by Dame Marie-Anne Beccart de Granville, widow of the late Pierre Jacques Joibert, Esquire, seignior of Soulange, Marson and other places, in his lifetime captain of a company in the naval service in this country, in her own name as Dame of the fief and seignior of L'Islet-du-Portage contiguo to the fief of Kamouraska, alleging that the neighbouring seigniors and their tenants, and those to whom she has granted lands in her own seignior, are in the daily habit, and particularly at this season of the year, without any permission and notwithstanding the prohibition which she has made and caused to be made to them on the spot, of cutting and destroying the timber, as well upon her reserved domain as upon lands yet unconceded, which is very prejudicial to her, inasmuch as the said unconceded lands being bared and deprived of timber fit for building and other purposes, such as maple-trees, the individuals who might be inclined to settle upon the said unconceded lands will abstain from so doing if such an abuse is permitted to continue, and if we do not adopt the means of putting an end to it;

Allging further, the said petitioner, that she can no longer find people who will lease and preserve the maple-trees which are found upon the said unconceded lands and upon her own domain in the said seignior, and that inasmuch as it is necessary to preserve the timber, fit for building, still to be found on the said lands, she prays that it may please us to prohibit the seigniors, her neighbours, their tenants and all other persons whomsoever, to cut or cause to be cut or take away any timber, make notches or holes to cause the sap of trees and the juice of maples to run, on any of the said unconceded and reserved lands where the timber is still to be found, in the said seignior of L'Islet du-Portage, without having previously obtained permission in writing to that effect from her or from her representative.

Considering the said petition, and inasmuch as it is indispensably necessary to preserve the timber of all kinds in the extent of each seignior, as well for the use of the seigniors upon the lands of whom there is such timber and wood, as for the preservation of that part of it which is to be preserved for the King, by virtue of each deed of concession; and considering also the complaints made to us by several other individuals,

that their wood and timber are stolen, and that other misdeeds are daily committed in their forests by carpenters and other tradesmen who go and cut the timber necessary for the carrying on of their trade, and by sleigh-drivers who carry it away when ready cut and piled, or who go on the said lands to cut fire-wood to sell in the towns; and in order to prevent all trespasses, discussions and contestations which might arise out of such abuses and misdeeds in the woods, and also to the end that the inhabitants of the seigniories may no longer take the liberty of cutting timber indiscriminately and beyond the limits of their grants, or cause any damage to the trees of their seigniors or of their neighbours,

We do expressly prohibit all seigniors to go or send people to cut any wood beyond the extent of their seigniories, and also all inhabitants to cut or cause to be cut any wood, nor make any notches or holes in the trees, without a written permission from the seigniors or other individuals to whom such timber belongs; as also all carters or persons driving sleighs, all carpenters, wheel-wrights, coopers, joiners, armorers and other tradesmen, and all other persons of what rank or condition soever, to fell or cut and carry away any timber which has been blown down, on pain by the contravening party of a fine of one hundred livres, one half of which to be applicable to the fabrique of the parish in which such trespass shall have been committed, and the other half to the informer, and moreover upon pain of confiscation, to the profit of the injured party, whom we authorize to seize and stop all cattle, carriages, sleighs, axes and other utensils or things used or fit to cut down timber or draw wood, which seizure shall however be reported together with a complaint, within twenty-four hours, to the judges or militia officers, and we also condemn to corporal punishment the trespassers unable to repair the damages they shall have done.

And we order that the crown judges as well as those of the seigniors, and the captains and other militia officers shall assist in the execution of our present ordinance; as also to reduce to writing their report against those who shall have been by them found trespassing in the woods, without having a right to cut timber therein, that, upon such their reports, we may order what may be right; we further order that, at the diligence of the judges of the seigniors and of the captains and other officers of militia, this our ordinance shall be read, published and posted up wherever need be, that no person may plead ignorance in respect thereof, and further that our said ordinance shall be deposited in the offices of the clerks of the different royal and seigniorial jurisdictions, where communication thereof may be had whenever necessary.

Done and rendered in our residence at Quebec, on the fifth day of April one thousand seven hundred and twenty-seven.

(Signed)

DUPUY.

[Ordinances of 1726, No. 12, folio 70.]

Ordinance which reunites to the domain of the Sieur Levrard, the lands of several inhabitants therein named, in consequence of their not having actually settled and resided thereon ; and which permits him to grant the said lands to others ; and moreover, condemning the said inhabitants to pay to the said Sieur Levrard, the costs and expences, by him incurred in the premises, &c., &c.

CLAUDE THOMAS DUPUY.

Upon the petition presented to us, by the Sieur Levrard, master gunner in this country, as well in his own name, as in his capacity of father and natural guardian to the minor children, issue of his marriage with the late Catherine Becquet, his wife deceased ; the said Catherine Becquet being the heiress and representative of the late Marie Becquet, her sister, deceased without issue. The said Sieur Levrard, in his qualities aforesaid, being proprietor of the seigniorie of St. Pierre, alleging that lands have been granted, in the said seigniorie, to several inhabitants of this country, namely, to Jean-Baptiste Adam, a land of eight arpents in front, by forty arpents in depth, in the year 1705 ; to Joseph Moreau, a land of six arpents ; to Jean François Frigon, one of five arpents ; to the Widow Moreau, one of four arpents, in the year 1706 ; to Joseph Guillet or Masson, one of ten arpents ; to Luc Proteau, one of six arpents, in 1708, the said Luc Proteau being now represented by Mathieu Lemay, since 1723 ; to Madame Lorange, one of four arpents, in 1715 ; to Pierre Perrot, one of four arpents, in 1721 ; to Jacques Courteaux, one of four arpents ; to Antoine Troitié, one of eight arpents, in 1722 ; to Augustin Moreau, one of four arpents ; to Paul L'Ecuier, one of four arpents, in 1723 ; to one Touville, one of four arpents ; to Joseph Rouillard, one of four arpents ; to François Rouillard, one of four arpents in 1724, all the said grants being of forty arpents in depth.

That the said grantees do not actually reside on their said respective grants, although bound so to do by their deeds ; and they enjoy the said lands, without having settled upon the same, and without having made any clearing, or at least very little work thereupon, their intention being merely to deteriorate the wood of the said lands ; that, by reason of their neglect to settle upon them, he is unable to maintain the mill which he erected, in the year 1717, and which cost him more than fifteen thousand livres ; and he is exposed to complete ruin, inasmuch as he derives no profit at all from the works which he has made on his said seigniorie, the said grantees refusing to settle therein, as aforesaid, which is contrary to the King's intention and to the decree of the State Council, of the 11th July 1711 which orders that the inhabitants who possess lands in the seigniories, shall actually settle and reside thereupon, within a year and a day ; and that, in default thereof, their lands shall be reunited to the domains of the seigniories, upon the certificate of the Curates of the localities and of the Captains of Militia.

That he has applied to Messieurs Raudot & Begon, Intendants in this country, to the effect that they would order the reunion to his domains, of the lands upon which

no actual settlement had taken place ; that he has, to that end, obtained several ordinances, from those gentlemen, and namely one from M. Begon bearing date on the 11th of March 1723, by which it has been ordered, that the grantees then present should actually settle and reside on their said grants, within a year and a day ; and that in default of so doing, and the said delay being expired he would be permitted to summon them, before the said Sieur Begon to have it ordered, as to right might appertain. And the said Sieur Begon has further granted a default against several other grantees who had not appeared, and in what might be advantageous, the said ordinance was declared to be executory against them, the said Sieur Levrard praying that inasmuch as the said grantees have not complied with the said decree of the King's Council of State, nor with the ordinances of the Sieurs Raudot and Begon, it may please us to permit him to cite, before us, on such day as it may to us seem fit to indicate, all the said grantees, to the end that it may be ordered that the lands which they possess in the said seigniory shall be reunited to his domain, that he may dispose of the same, in favor of others now earnestly applying for them.

Seeing the said petition, at the bottom of which is an ordinance of the fourth of April last, by which we have permitted the said Sieur Levrard to summon the grantees named in the said petition, to appear in our residence, on the first day of this month, without any other delay.

Also the services of the said petition and ordinance, made by Rouillard St. Sire, bailiff, in the jurisdiction of Three-Rivers, on the twelfth and sixteenth of the said month of April, upon each of the said grantees, with a summons to appear before us, on the said first day of the present month, to answer the demand contained in the said petition and to receive our judgment thereon.

Seeing also the deed of concession, bearing date on the 27th of April 1683, by which Messieurs de la Barre & Demouilles, governor-general and intendant in this country, have given and granted to the said Misses Marie and Catherine Becquet a tract of land of about two leagues on the River St. Lawrence, on the southern side thereof, and all the land which is found between the seigniories of Gentilly and Deschaillons, with the islands and banks in front of the said grant, as a fief and seigniory, with (*haute, moyenne et basse-justice*) criminal and civil jurisdiction, with the right of fishing and hunting through the whole extent of the said tract of land, to be enjoyed by them, their heirs, executors and assigns ; subject however to the charges mentioned in the said deed, and namely, subject to actual residence and to cause their grantees actually to reside and settle upon their respective grants, within a year and a day ; and in default of so doing, that they the said seigniors should, as of right, re-enter into possession of the grants by them so made.

Seeing also the ordinance of M. Raudot, intendant of this country, and bearing date on the 9th of March 1708, by which upon the *demande en déguerpissement*, action of ejectment of this said Sieur Levrard, by which the said Sieur Raudot condemned Gilles Masson and Jeanne Gautier, his wife to quit and abandon the said land, fief and seigniory of St. Pierre and dependencies, also all the land to be found between the

seigniories of Gentilly and Deschaillons, belonging to the said late Catherine Becquet, wife of the said Sieur Levrard, and the late Marie Becquet, her sister, both deceased, according to the deed of concession to them granted by the Sieurs de la Barre and De-mouilles; above mentioned, of which he has declared the Sieur Levrard to be owner and proprietor, subject however to the right of usufruct thereof in favor of the said Masson and his wife, and subject also to the condition that the farm of ten arpents in front, by them given to Pierre Masson, their son, would continue to be his property, upon the conditions stated in his deed of concession. To which the said Sieur Levrard consented, prohibiting the said Masson from granting any more concessions in the said seignior for the future, without the consent of the said Sieur Levrard to whom leave was granted to concede lands to whomsoever he pleased.

Also another ordinance, made by the said Sieur Raudot, on the 24th June 1711 by which, upon the representations of the said Sieur Levrard, that the said Gilles Masson fancying himself proprietor of the said seignior, had granted to his said son, Pierre Masson, two farms, one of twenty-one arpents in front and the other of ten arpents, upon the depth of the said seignior, of which grants the said Sieur Levrard was ignorant at the time of his *denuude en deguerpissement*, before the said Sieur Raudot, as above stated, the wife of the said Pierre Masson having then stated that they had only given to their son, Pierre Masson, a concession of ten arpents, upon which false statement, it has been ordered, by and with the consent of the said Sieur Levrard, that the said grant of ten arpents should remain the property of him, the said Pierre Masson, upon the conditions enumerated in his deed of concession; that the said Sieur Raudot, in explaining his said ordinance, of the 9th March 1708, aforesaid, and in addition thereto, has ordered that the said concession of ten arpents, granted to the said Pierre Masson, and the grant of twenty-one arpents, (which he has, with the consent of the parties reduced to six arpents) now belonging to Luc proteau, as representing the said Pierre Masson, should continue to be their property, (after however having reduced the depth of each said farm to forty arpents) on condition that they shall remain charged, according to their extent, with the same *cous et rentes* as are paid by the tenants of the seignior of Batiscau.

Seeing also the decree of the King's State Council of the 6th of July 1711, registered in the Superior Council in this country, on the 5th of December 1712, by which it has pleased the King to order that, within one year from the publication of the said decree, and no longer, the inhabitants of New France who do not reside upon the lands granted to them, should be held actually to reside and live upon their said grants, and to make clearings upon the same; and that in default of so doing, within the said delay, His Majesty ordered that, upon the certificates of the curates and captains of militia, of the respective localities, to the effect that the inhabitants who have not, within a year, actually settled and resided, and improved their said grants, should be deprived of the right of property in the same; and that they should be reunited to the domains of the seigniories, upon the ordinances to be made by the Sieur Begon intendant; a copy of which decree has been read, published and posted up, at the request of the said Sieur Levrard wherever it was necessary, after morning service

at Batiscau, on the 30th of January 1718, by Trottain, royal notary, at the said place, there being no bailiff, in the said locality.

Also an ordinance of M. Begon bearing date on the 25th of February 1714, upon the petition presented to him, on the same day, by the said Sieur Levrard, by which ordinance, upon the statement therein contained, the said Sieur Begon ordered that all the lands conceded by the said Gilles Masson in contravention and disobedience to the said ordinance, made by the said Sieur Raudot, bearing date on the 9th of March 1708, should be reunited to the domain of the said seigniory, and condemned the inhabitants, (grantees, to take new deeds of concessions, from the said Sieur Levrard, upon the only charge of twenty sols and one live capon, for each arpent in front by forty arpents in depth, and six *deniers* of *cens* for all the said grant, and upon condition of actual settlement and residence upon the grants to them made, according to His Majesty's intentions, and that, in default thereof it would be permitted to the said Sieur Levrard to reunite them to his domain.

A petition presented to the said Sieur Begon, on the 10th of March 1719, by which the said Sieur Levrard prays that in as much as a long period of time has elapsed, since the inhabitants therein named, have been in possession of lands without having resided or caused clearings to be made thereupon, it might please the said Sieur Begon, to prevent the petitioners complete ruin, to order that, in conformity with the King's intentions the said inhabitants should within such delay as he should see fit to assign, actually settle and reside upon their said grants, in default of which and the said delay expired, the said lands should of right be reunited to his domain, that he might grant them to others who are desirous of taking them, upon the conditions mentioned in the said State Council. At the bottom of which said petition is found the ordinance of the said Sieur Begon, of the 10th of March 1719, ordering the parties to be summoned to appear before him on the twentieth of June then next to answer the demand of the said Sieur Levrard.

Another petition presented to the said Sieur Begon, on the 14th of May 1721, for the same object, at the bottom of which is the ordinance of the said Sieur Begon, dated on the same day, that the parties be also summoned to appear on the 20th of June, according to the ordinance made by the said Sieur Begon, on the 20th of June 1721, by which the said Sieur Begon ordered that, within a year, from the said day twentieth of June, the grantees of lands of the said seigniory of St. Pierre should settle and actually reside on their said grants; and in default of so doing, and the said delay having expired, the said Sieur Levrard would be authorized to summon them before the said Sieur Levrard to see it ordered that the reunion thereof to the domain of the said seigniory shall take place; and that the said Sieur Levrard should be permitted to grant them to others, at the same rate of rents and dues; which said ordinance was read and published at the church door of the parish of Batiscau, after high mass, on the 21st of September of the same year 1721, by Normandin, notary of the locality, in default of a bailiff.

Also the summons given to divers inhabitants, by the said Normandin, on the said day, 20th of June 1721.

Another ordinance made by the said Sieur Begon, on the 11th of March 1723, by which, upon the statement of the said Sieur Levrard and the answers of Jean-Baptiste

Adam and Pierre Rivard who alone then appeared; the said Sieur Begon ordered that the said Adam and Rivard should continue to work at the clearing of their lands, and that they should immediately settle and reside thereon; and in default of their so doing, within one year, from the date of the service upon them, of the said ordinance, the said Sieur Levrard should be permitted to summon them before the said Sieur Begon, that he might order as to right and justice might appertain; by which ordinance a default has been recorded against the other inhabitants therein named, in favor of the said Sieur Levrard; and the said ordinance has been declared, inasmuch as it is beneficial to the said Sieur Levrard, common to the other persons summoned; the said ordinance served upon the parties, at the request of the said Sieur Levrard, on the 20th of April 1723, by the said Normandin, with an injunction to comply with the contents thereof.

The returns of the summons served, by the said Normandin, at the request of the said Sieur Levrard, on the first day of July 1726, upon Jean Adam and Joseph Guillet St. Marc, to appear before the said Sieur Begon, within fifteen days, from the ensuing tuesday, for the purposes of the said petition; and a list of the names of the inhabitants who possess lands in the said seigniory, and who neither reside or settle thereon; following which list are the certificates of Messire Lefebvre, Curate of Batiscan, and missionary of the said seigniory of St. Pierre and of the Sieur Marchand, captain of militia of Batiscan aforesaid, bearing date on the 30th and 31st of August 1726, stating that the persons named in the said list, and who possess lands, in the said seigniory of St. Pierre, since fifteen to twenty years, have neither settled nor actually resided upon them.

Having seen and considered all the above mentioned documents; and inasmuch as the persons named in the said Sieur Levrard's petition, (and cited to appear before us to answer the contents of the said petition, on the first of the present month of May, in virtue of our ordinance, of the 4th of April preceding, by the above mentioned summons of the 12th and 16th of the said month of April, at the bottom of the said petition and ordinance); have not appeared either in person or attorney; and that notwithstanding all the extraordinary delays to them granted to come and settle on their said lands, they have not deigned to do so, or even, to answer the summons served upon them, we have granted to the said Sieur Levrard, the benefit of a default against them, and in consequence, order that, in conformity with the said decree of the State Council of the 11th of July 1711, registered in the Superior Council of New France, on the 5th of December 1712, the lands granted, as well by the said Sieur Levrard, acting as aforesaid, as by his predecessors, to the said Jean-Baptiste Adam, Joseph Moreau, Jean François Frigon, to the Widow Moreau, Joseph Guillet or Masson, Luc Proteau, now represented by Mathurin Lemay and to Mrs. Lorange, Piere Perrot, Jacques Courteaux, Antoine Trotier, Augustin Moran, Paul Lescuyer, to one Fonville, Joseph Rouillard and François Rouillard, be from this day, reunited to the domain of the said seigniory of St. Pierre, by reason of their neglect and refusal to settle and actually reside on their said grants, in conformity with the decree of the State Council aforesaid.

And we declare the deeds and all other writings, which they may obtained from the said Sieur Levrard, in relation to such grants, to be null and void.

And we further order that, in consequence of the present reunion, the said *Sieur Levrard*, or his representatives, may again concede the said lands, in conformity with the said decree of the State Council of the 11th of July 1711, and upon the conditions therein contained; and also that, in conformity with the the said decree the new grantees shall be held to settle and actually reside on their said lands, within one year and shall also commence to clear and cultivate them, during the first year; in default of which we, by these presents, declare the deeds that may be granted of the said lands to be null and void; and that, according to the King's intentions and as explained in the said decree of the State Council, we do, most expressly, prohibit the persons in default as aforesaid, to oppose, in any manner whatsoever, the said *Sieur Levrard* whilst placing the new grantees of the said lands, in possession of the same, on pain of being responsible for the damages and interests incurred, as well by the said *Sieur Levrard*, as by the said new grantees; and we condemn the persons so in default, as aforesaid to pay the expenses legally incurred by the said *Sieur Levrard*, acting as aforesaid, to compel them to settle on the said lands, and also to pay the expenses by him incurred to obtain the present reunion.

Thus ordered, &c.

Done in our residence, at Quebec, the 5th May 1727.

Signed, DUPUY.

[Ord. of 1727, No. 13, Folio 33.]

Ordinance made between the sieur de Rigauville seignior of Bellechasse and his tenants who are condemned to pay their cens et-rentes conformably to their deeds, instead of paying them with a deduction of one quarter as they pretend, in consequence of the reduction of the monnaie de cartes.

CLAUDE THOMAS DUPUY, &c.

The sieur *Nicolas Blaise des Bergères de Rigauville*, Esquire seignior of Bellechasse, lieutenant in a company of the troops stationed in this country, for the service of His Majesty, in this colony, having prayed us to grant him our order to summon before us, *Antoine Blay*, *Jean Nadeau*, the widow of *Augustin Guignard*, *Pierre Gagnier*, *Pierre Blay*, the father, and *François Butteaux*, all inhabitants of Bellechasse, which order we granted him on the sixth of the present month, to the effect that the above named should come to this town and should appear in our residence before us, this day, to answer the demands of the said sieur de Rigauville, which said order has been served upon them by *Michon*, a bailiff, in the jurisdiction of Quebec, on the tenth of this month.

In consequence of which said order, two of the said inhabitants only appeared, namely, the said *Pierre Blay*, the elder and the said *Antoine Blay*, by his son, before us, in presence of the said sieur de Rigauville, who upon the refusal, by all the above

named to pay him the arrears of the seigniorial rents due him, by virtue of their deeds of concession of the lands which he has granted to them, or which have been to them conceded by his predecessors, prayed that we might condemn them to the payment of the said arrears, to this day, according to their said deeds, as well in money as in capons.

To which said demand, the said Pierre Blay, the elder, and the said Antoine Blay, by his son, answered that up to the present time, they have not refused to comply with all that is stipulated in their said deeds of concession to them granted of the lands they possess, and to pay yearly to their seignior what is stated in their said contracts.

That they have paid the arrears thereof in full, up to the time of the discontinuance of the *monnaie de cartes*, which ceased to be current in this country in consequence of the king's declaration of the 5th July 1717, made for the extinction of the said *monnaie*, and registered in the *Conseil Supérieur* of New-France aforesaid, on the eleventh of October of the same year; but, as they have been informed that His Majesty orders, among other things, by his said declaration, that the arrears of the said rents, payable in future, in French money, as the only one to be now current in this colony, may be paid and acquitted with the deduction of one fourth; they pray that it may please us to order that they shall pay the said arrears due and to become due, with a deduction of one fourth, that is from the year 1717, and as part of their answer to the said petition, they produce an extract of the king's declaration:

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE,

To all to whom these presents shall come, greeting.

The inconveniences caused in our colony of Canada, by the *monnaie de cartes* have induced us to have it withdrawn, at the rate of one half of its value, as it has already been done since the year 1714. We have also determined to order, for the last time, in our said colony of Canada, the making of a certain quantity of *monnaie de cartes*, to meet the expenses payable by the treasurer-general of the navy, during the last six months of the last year, and the first six months of the present year; as also to reduce the value of all the *monnaie de cartes*, to the rate at which it shall be received by the said treasurer; and to order further, that the specie of France shall, in future, have the same value in our said colony, as in our kingdom; and to abolish in the said colony the *monnaie* called *la monnaie du pays*, it being equally advantageous to the welfare of our kingdom as to our said colony and to commerce in general.

Article 8.

As the currency of the country, *la monnaie du pays*, which has been introduced in Canada, is of no utility to the said colony, and as the existence of two currencies in which stipulations can be made, tend to embarrass trade, We have abrogated, and We do hereby abrogate in Canada, the currency called *monnaie du pays*; and in consequence it is our pleasure, and We order that all stipulations by contracts, for dues, rents and all other transactions, whatever, be, from the date of the registration of these presents, in the *Conseil Supérieur* of Québec, made in *monnaie de France*, which cur-

rency shall be mentioned in the deeds or notes, after the sum for which an obligation shall be contracted, and that the specie of France have in our said colony, the same value as in our kingdom.

Article 9.

It is our pleasure, and We order that the *cens*, rents, dues, and all other debts stipulated and contracted before the registering of these presents, and with regard to which the *monnaie de France* has not been stipulated, may be acquitted and paid with french specie, deducting one fourth, which is the reduction of the currency into the currency of France.

And the said sieur de Rigauville, said in reply that the king's declaration, by his tenants alleged, and of which they have exhibited an extract, does not justify their pretensions to the reduction of one fourth from the *cens et rentes* which they owe him.

That His Majesty has by no means ordered it by that declaration, or by any other to his knowledge.

That it is true that, by the 9th article of the declaration of the 5th of July 1717, His Majesty, in enumerating the different liabilities which may be stipulated by deeds, such as *cens*, seigniorial rents, *rentes foncières*, arrears of constituted rents, *de rentes constituées à prix d'argent*, house and farm rents, obligations, notes and all other undertakings of what nature soever, has ordered that all such debts and obligations, and any other whatsoever, should in future, be paid in french currency, with the reduction of one fourth, that is to say, in that currency brought back to its primitive and legal value, divested, diminished and deprived of one fourth beyond the said value, which had been added to it in Canada, which is perfectly explained in the said 9th article, by the following words, to wit:—"In which the reduction of the currency of the country into the currency of France consists", which words indicate nothing but the reduction and diminution of the currency, and in no manner whatever the funds of the debts and obligations, it being obvious, as well by the title of the said declaration, as by its preamble, and the disposition of its articles, and particularly by the 8th article of the said declaration, that it was promulgated for the purpose of suppressing the *monnaie de cartes* only, and to abolish the difference of one fourth which had been introduced between the value of the currency in France and its value in the colony, but not with a view of making any reduction, or of discharging in any manner whatever, in part or in full, the debts contracted in the colony, a matter with which the king never interferes, His Majesty considering the respective debts of his subjects as their own private affairs between them, and as resulting from contracts or quasi-contracts, which are sacred among men, and which, none but the parties interested can, by mutual consent, alter or destroy; the obligations which result from them being the more inviolable and their fulfilment the more indispensable, as at the time of the undertaking the greatest freedom to contract or not to contract, such undertaking existed, and that all the laws enacted by men, and which are duly used in the administration of justice, are only made to give to the obligations which men have imposed upon themselves, all their effect, and to insure their full execution; and that is so true, that the king ne-

ver grants the benefit of his interference, but for the purpose of delaying prosecutions, and not for the discharge or restitution of any debt, unless fraud, surprise or deceit have been practised. The sieur de Rigauville, who respects the king's authority, and knows the full extent of it; not meaning, however, to say that he has any doubt that the sovereign may, in certain cases, and for most weighty reasons, and under important circumstances, such as the entire ruin of a country devastated and desolated by wars, after which none could pay their debts, make remission of such debts; but that even in such a case, the nature of the debts would be considered, in order not to assimilate those respecting which the creditor might have taken advantage of the pressing wants of his debtor to those which arise from so legitimate, so simple and so favorable a source as the origin of the seigniorial dues; which dues may be called respectable, and even more so than all others, since it is the stipulation and condition without which the seignior could not have parted with his lands, and in doing which he always benefits his tenants, since in transferring to them an object precious in itself and having a price certain and a sure value, the seignior never obtains from his tenants a proportionate acknowledgment for the objects of which he divests himself; hence it is that the reductions, sometimes made in law, of excessive rents, have never taken place respecting the rents of immoveables or respecting seigniorial dues; it being an acknowledged principle that things immoveable are not subject to reduction.

That, as to the Royal Letters Patent granted to those whom he employs, or whom he sends upon his special service, even on the most pressing and interesting occasions, which letters are, however, merely letters of *surséance*, it has been expressly ordered, by the declaration of the 23rd October 1702, that they should have no effect as to the rents of immoveables called *rentes foncières*, and to seigniorial rents which ought to be viewed more favorably in Canada than in any other part of the world; inasmuch as, with a view of obtaining a more prompt establishment of the country, the King obliged the seigniors to give their lands at low prices: hardly any land being granted at a rate of more than one *sol* per arpent in superficies, and one *denier* of *cens*; that, on the contrary, a great number of them are granted at the rate of six *deniers* per arpent only, although they are covered with fine forests, the produce of which is the first fruit reaped by the tenants, in a country where fire-wood sells, even now, at a considerable price per cord, independantly of the timber fit for building and other timber, which are the principal produce of the country and which they obtain for nothing; so that it would not be just or natural to reduce by one fourth, as it is asked, so small a rent which is given rather *in recognitionem Domini* and as a sign of the *dominium directum* than to create a revenue of any importance in favor of the seignior, who is himself subject to much heavier charges than his tenants, inasmuch as, on pain of seeing his land reunited to the King's domain, he is obliged to erect and keep in good repair a grist-mill for the convenience of his tenants, and moreover held to contribute to the erection and maintenance of a church, to the keeping of the roads in good repair; to contribute towards the salaries of judges and other officers, and to other charges resulting from the *dominium directum*; so that considering all the charges and obligations imposed upon the seignior, the propositions this day made to deduct one fourth from the seigniorial rents, may be considered as not being serious, the said rents consisting of one *sol*

per arpent, and even, in many cases, of six *deniers* only; the only thing to be done, should such an injustice take place, would be to give the lands for nothing, which, certainly, never was the King's intention, who, on the contrary, had in view the distributing and granting of lands in fief, in Canada, as it has been done in France; to establish in the said colony some *fiefs de dignité*, and to form therein a faithful nobility devoted to His Majesty's service, ever ready to take up arms for the defense of the country, and capable of sustaining and of retaining the people in the persons of their vassals;

The second proposition of the Sieur de Rigauville is that, had it been the King's intention to reduce the rents in Canada, in consequence of the suppression of the *monnaie de cartes*, and of the reestablishment of uniformity between the currency of Canada and that of France, His Majesty would have done so, not by a simple declaration, as it is pretended, but by an edict, the only act emanating from the royal authority, capable of producing such an effect, it being necessary to distinguish in what manner His Majesty expresses his will and his sovereign authority whenever he is desirous of introducing or suppressing anything in his realm, as he undoubtedly has the power of doing, which power is vested in His Majesty by God; but, inasmuch as this right of introducing or suppressing, resembles the supreme power, the King, in such cases, is obliged to exercise the most effectual means at his disposal.

And, as it is well known that the most powerful act of the sovereign is an edict; that it is, of all his mandates, that which most eminently bears the character of his full power and royal usefulness; that it is always by an edict that he creates or destroys; that he authorizes or revokes, so also is it well known that he never does either for any cause whatever without first making known his intention in the preamble of his edicts, which contain the reasons of Justice or of indispensable necessity for which he makes his laws and his regulations; as to the King's declarations, their name explains their use; they serve to explain more particularly the King's will in relation to the execution or the modification of his edicts and ordinances; they are given after the edicts to explain, change, restrict or enlarge them, in the same manner as the decisions (*arrêts*) of the council are made and given in consequence of the edicts and ordinances which decide, between individuals, doubtful or unforeseen cases, and the particular circumstances which may arise respecting those whom the execution of the edicts and declarations concern: it is thus that the King, by different kinds of mandates which are never confounded, establishes his laws, gives the means of executing and of causing them to be obeyed.

It is by an edict that the King introduces a new currency; it also by an edict that he establishes new jurisdictions, and creates commissions and offices; it is by an edict that he establishes rents, and fixes their rates; each of these things necessitates a new edict of the King whenever he is desirous of abrogating, suppressing, revoking, extinguishing and annulling them, because everything must be dissolved by the same means which have given it existence; and as the rate of interest at which individuals have contracted debts and established rents, are so many laws which individuals have received from the King, or which they have made for themselves, the King has never changed or reduced the rate of any rent, except by edicts, and never by simple declarations.

It is thus that the rents constituted to the *denier* 12 and to the *denier* 14, in the jurisdiction of Normandy, have been reduced to the *denier* 18 by the edict of 1667; and that by an edict of 1670 all the rents of the province have been reduced to the *denier* 20 (to 5 per cent); and that, necessarily, all the rents of that province have been reduced to the *denier* 12, to the *denier* 16, to the *denier* 18, and to the *denier* 20, and to other rates by the edicts of 1567, 1601, 1634, 1635, and others which it is not necessary to mention.

Therefore, if the simple reduction of the rates of rents (*rentes constituées*), which are only one species of transactions in a kingdom, compels the King to use the greatest part of his authority to alter their conditions, and to remodel their undertakings, how can it be prevented that the King, by a simple declaration such as the declaration of the 5th June 1717, which is not *ad hoc*, but which is made for quite a different object, that is to suppress the *monnaie de cartes*, and to abolish the difference of one fourth between the value of one currency and another, two things which, had they been established by the King (as it is necessary to observe), would not have necessitated an edict for their revocation?

How can it be pretended that, by that same declaration which had only those two objects in view, the King, without announcing it, without assigning a reason for it, when no one expected it, without having been solicited by any one, without the existence of any necessity for it, or of any reason of state, could have had the intention to subvert, in one and the same day, the whole internal economy of Canada, destroy its commerce, affect all sorts of liabilities, to remodel all the undertakings and obligations, and to reduce them to sums other than those which are written and stipulated in deeds, a measure however the most important that has ever been adopted in Canada, a measure which would indicate the general ruin of a country, which, it is well known, has not experienced any calamity; a measure of which but one parallel exists in the kingdom, namely: when, after the troubles in 1695, Henry IV by two edicts, one of the year 1595, and the other of 1596, went no further than to discharge the debtors of *rentes constituées à prix d'argent*, in Paris, from one third of the five years arrears of the said rents, which by law could be claimed and which could not be recovered during the war, but no portion of the principal, or any part of the stipulated rates?

The Sieur de Rigauville does not hesitate to assert that it was not sufficient, in this case, for the King, by his declaration of the 5th July 1717, to order that reduction in general terms, without specifying the mode of effecting it.

The King's justice, which induces him to descend into the most minute details when he gives any commands respecting the fortunes of his subjects, necessitated something more, namely, that His Majesty would indicate, as it is usually done, the means of effecting the said reduction, and to establish it between individuals, another article, at least, should have been added to the said declaration to explain the details of it, in fact to state whether the said reduction was simply of the rates of the said rents, or whether it was to apply to the principal also.

Would it not have been necessary, for the purposes of the said declaration, to order the production of the deeds, in order to alter them, or to enter the said reduction in the margin of the said contracts?

Would not the deeds of lease, of constitution of rents, the obligations containing terms of payment, have to be amended? without such a precaution, there would exist many means of eluding such a declaration, for, a deed unchanged always expresses the same tenor; it ever retains its primitive effect; and, when the recollection of such declaration should begin to fade, the seigniors would have the right to exact his rents, at the original rate.

Those different features tend to show how groundless such a pretension is, and inasmuch as the King never expresses his will imperfectly, and as those particulars are warranted by expressed terms in his said declaration, no other conclusion can be arrived at than this: the King has not so ordered it, and that it was not his will so to do.

To remove all possible doubt in this respect, it is merely necessary to examine the terms of that declaration which, by their context and their union, can not give room to the least ambiguity whereupon to ground such an opinion.

The 9th article enacts that the debts may be paid in French currency, with a deduction of one fourth. Who does not, by those words, understand that it is with the reduction of the currency? since that fourth is abrogated by the said declaration, and not with a reduction of one fourth of the debt; and are not the following words: "which is the reduction of the currency of the country into the currency of France," explained clearly enough, and are they not sufficient to determine and to make a just application of the said word "reduction," and to render it only applicable to the word "currency," as was the King's intention, and not to the debt, of whatever nature it might be?

If, however, those words had been applied otherwise than they are in the said declaration, and, if in the text, it had been stated that the debts might be paid and acquitted with a reduction of one fourth, in the currency of France, etc., this transposition of the word "reduction" which would then follow immediately the words "debts acquitted," and not the word "currency," as it does in the declaration, might well have given rise to an ambiguity and created a doubt, which if not legitimate, would have been sufficient to pray the King to explain his intention; but that ambiguity would not have been sufficient to conclude, as of right, that the pretended reduction was really and effectually established, as it has been shown, by him the Sieur de Rigauville who believes that he has sufficiently demonstrated that something beyond a mere ambiguity, in the terms of a declaration, was necessary to produce such an alteration in all the transactions of a colony; how then, in the absence of even the least ambiguity in the expressions, can a disposition be imagined to exist in the said declaration, which is not found in the text and which can not be added thereto without destroying the faith of contracts and the most substantial principles of the common law; without endangering the concord existing among the people, which is based upon a strict fulfilment and execution of promises and undertakings; without subverting the principles of justice which are: "leave and give to each his own," and without esta-

blishing an ill judged preference in favor of the tenant who would enrich himself by having it in his power to sell his produce and his labour at the same rate, and even at a higher price, whilst his seignior would see his property and income diminished by the reduction of his rents: a preference which would, finally, operate disadvantageously to the tenant inasmuch as the gentleman, finding his income declining in consequence of the reduction of so considerable a portion, as would be the fourth of the rents, would in proportion restrict his expenses and consume less, thereby diminishing the general commerce of the country, which is the source of individual welfare, for it behoves the farmer to produce as it behoves the nobility to consume.

To the above, the Sieur de Rigauville desires to add one more observation, equally fit with the others, to prove that the declaration of the 5th July 1717 never enacted the said reduction of the capitals and of the rents; it is that it never occurred to any one in the country, at the period at which the declaration was made, nor has occurred to any one since, that the King intended to make any reduction, and that the said superior council, to whom the said declaration was sent for registration, having deemed it proper to remonstrate with the King respecting the said declaration, previous to its regulation, did not allude, in their remonstrances, to the subject in question, although it certainly was one of the most important events which could occur in Canada, and was certainly worthy of being noticed; indeed it would have been the desire of the public, that it should have been noticed in the said remonstrances, had it for one moment been supposed that the said reduction was intended by the King.

It is, therefore, only necessary to inquire whether in 1717, when the declaration of the 5th July arrived in Canada, any one ever reckoned upon the said diminution of capitals and rents, or if it was thought of, even in 1718, when the King, upon the remonstrances of the said council, sent back a second declaration explanatory of the first, which remonstrances are to be found in the said second declaration wherein they are reported and relate merely to the time at which the payments in the reduced *monnaie de cartes* should commence; or was it even thought of, one year after the registration of the said second declaration of the 21st March 1718, which said second declaration still more clearly establishes the reduction of the said fourth from the *monnaie de cartes*, inasmuch as it states that the *carte* of 4 *livres* shall, in future, be worth only 2 *livres*, and as to the abrogation of the fourth in addition, that the same *carte* of 4 *livres* only be worth 1 *livre* and 10 *sols* of the currency of France; it is thus that the said declarations explaining each other, leave not the least doubt on the subject.

If the superior council had registered the said first declaration immediately and without any delay, it might be said at present that the council had seen therein the pretended reduction of debts, without saying anything; that the said council had felt the whole extent of the law, and had submitted to it; but nothing can be more convincing that such was not the law, and that it was not so understood;

That the silence of the council upon a matter which necessitated their most respectful but most pressing remonstrances, on the behalf of a country exposed to great suffering by it, whilst the same body addressed remonstrances respecting another enactment

of the said declaration certainly much less important than would be the reduction in question, shows that if the council was silent on the subject, it was because the law said nothing about it.

That the attorney general of the superior council, who was acquainted with the principles of public law and with the mode in which the King usually explains his intentions by his edicts and declarations, should have added his remonstrances to those of the said council to obtain from His Majesty, if such was the King's pleasure to convey his intention otherwise than by a declaration; and to do it by an edict, which alone could innovate respecting individual obligations, and derogate from the common law, and effect a change in the covenants of parties; but nothing of the kind has been done. Why? because such a reduction was not in question, and because the King had ordered nothing to necessitate such remonstrances.

But when was it that this opinion was first expressed? by what means was it propagated for so disgraceful a purpose? One is not surprised to find advantageous things received and promulgated with favor; but who can by a forced interpretation (which is never permitted) extend the dispositions of a law unfavorable in its provisions?

And since the reduction of the rents was not thought of in 1717 or even in 1718; when the two regulations in question were registered in the superior council of Quebec, by what title has it been established since? or under what pretext is it, that individuals have imagined it existed?

The Sieur de Rigauville prayed us to observe moreover that, far from this being a common opinion, some of his tenants who entertain it, are so uncertain as to the principle upon which they rest it, that they are ready to pay him his rents in full, whilst others only tender a part of them;

That, however, this uncertainty or popular error, which increases daily, is very prejudicial and demands a remedy the more prompt, as the seigniors experience great difficulties in collecting their rents, and are reduced to grant their tenants merely receipts on account.

But the seignior and the tenant having, as to the said rents, but one title which is common to both; namely the deed by which the said rents are established, this deed is a law which can not have been altered as to its effects, as he, the Sieur de Rigauville, believes he has demonstrated it, and therefore he prays the full execution of the same.

Considering the above and seeing the deeds exhibited as well by the said Sieur de Rigauville as by some of the tenants of the seignior of Bellechasse,

We condemn the said Pierre Blay, the father, and the said Antoine Blay to pay the arrears of *cens*, *rentes seigneuriales* and the capons by them due respectively, as they are stipulated in their deeds; and we further condemn them jointly and severally to pay the costs of the present suit and of the service of the present ordinance, and we discharge them from the seigniorial penalty (*amende seigneuriale*) for this time only;

and we grant default against Jean Nadeau, the widow of Augustin Guignard, Pierre Gangnier and François Butteaux above named, tenants of the said seignior of Bellechasse, who have not appeared, and we condemn them by default to pay the *cens et rentes seigneuriales* and the capons, as stipulated in their deeds, and we condemn them, jointly with the said Pierre and Antoine Blay, to pay the costs of the present suit, and personally to pay the seigniorial penalty of five sols each.

And we permit the said Sieur de Rigauville to cause this, our present ordinance, to be published and posted up in all the extent of his said seignior, and wherever it shall be necessary.

Thus ordered, &c.

Done and granted in our residence at Quebec, on the sixteenth day of November one thousand seven hundred and twenty-seven.

(Signed)

DUPUY.

[Ordinance of 1727, No. 13, folio 43.]

Ordinance by which Thimothée Parré, Prisque Poulin and Etienne Morel are condemned, by default, to pay to the Sieur de Rigauville the arrears of cens et rentes they owe him, and to a seigniorial fine of five sols.

CLAUDE THOMAS DUPUY, &c.

The Sieur Nicholas Blaise Desbergères de Rigauville, Esquire, seignior of Bellechasse, lieutenant of a company of troops for the King's service in this colony, having applied to us for an order to summon before us Thimothée Parré, Prisque Poulin and Etienne Morel, residing at the place called Côte Beaupré, in the parish of Chateau-Richer, which order was delivered to him on the sixth of the present month, summoning the above named inhabitants to appear before us in this city, on this day, at eleven of the clock in the forenoon, to answer the demand of the Sieur de Rigauville, which order was served upon them by thereon, a bailiff, in the jurisdiction of Beaupré the 4th of this month, which demand of the said Sieur de Rigauville is to the effect that the said Thimothée Parré, Prisque Poulin and Etienne Morel be by us condemned to pay him the arrears of *cens et rentes* that they owe him by reason of the lands he has granted them, as appears by the deeds of concession, submitted to us by the said Sieur de Rigauville, relating to the concession of the said lands to each of the said inhabitants.

To which summons none of the said inhabitants having answered, nor any person for them, having seen the said deeds of concession, we have entered a default against the said Thimothée Parré, Prisque Poulin and Etienne Morel, and inasmuch as they cannot have any legitimate grounds for refusing to pay the said arrears of *cens et rentes* according to their deeds of concession, we have condemned them to pay to the said

Sieur de Rigauville the arrears of *cens et rentes* due up to this day; we have also condemned each and every one of them to pay a seigniorial fine of five sols, and jointly to pay the costs of the summons, and of the service that will be made of this our ordinance.

Thus ordered, &c.

Done at Québec, the 20th November 1727.

Signed, DUPUY

[Ordinance of 1728, No. 15, folio 1.]

Ordinance which confirms another ordinance of Mr. Raudot relating to the boundary lines of the seigniority of Ste. Anne; which orders that the island called St. Ignace and all the other islands in front of the said seigniority, shall belong to the Sieur de la Pérade, and which condemns the Sieur Dorvilliers, the proprietor of part of the said seigniority, to pay the cens et rentes, for the lands he owns in the said Island of St. Ignace, to the said Sieur de la Pérade, and to take a deed of concession, &c., &c.

CLAUDE THOMAS DUPUY, Knight, King's Councillor in his Councils, *Maitre des Requêtes*, Intendant of Justice, Police and Finances throughout New France, islands and other adjoining dependencies.

Between Pierre Thomas Tarieu, Sieur de la Pérade, part owner of the seigniority of Ste. Anne, lieutenant of the troops in this country, appearing at our residence by Dame Magdelaine Jaret de Verchères, his wife, duly authorized by power of attorney to us exhibited, dated the 11th March 1728, plaintiff by petition presented to us the 16th of the month and in the year aforesaid, of the one part; and the Sieur Morel Dorvilliers, also seignior of part of the said seigniority of Ste. Anne, defendant, not appearing nor represented by any other person; by which petition the said Sieur de la Pérade has given us to understand that having a law suit, which has been pending several years, with the said Sieur Dorvilliers, we granted him, in the month of March 1727, an order commanding the said Sieur Dorvilliers to appear before us in this city to the end that their contestation might be adjusted by us, but that the said Sieur Dorvilliers did not comply with the said order under false pretences.

That having waited with patience for a whole year, he the said Sieur de la Pérade applied to us to grant him a new order, which he obtained on the 2nd March last, again commanding the said Sieur Dorvillier to appear before us on the 16th of the said month of March for the same object, with which latter summons, though duly served upon him, on the 8th of the said month of March, by the Sieur Rouillard St. Cir, a bailiff, residing at Batiscan, he has also failed to comply, as he had done with the former.

That it being for the benefit of the said Sieur de la Pérade to obtain a judgment, which will settle the differences existing between him and the said Sieur Dorvilliers, he has requested us by his petition, that, by reason of the defaults of the said Sieur Dorvilliers to appear as aforesaid, we would give judgment and grant the conclusions of his petition which are, first, that the said Sieur Dorvilliers be condemned to pay him the seigniorial *cens et rentes* which he owes him for eight arpents of land he owns in the Island of St. Ignace, at the rate of *six deniers* of *cens*, and twenty *sols* of annual rents, and a live capon per arpent, and this from the 9th March 1697, when the said Island of St. Ignace and others were granted to Dame Marguerite Denis, Widow of the late de la Naudière, mother of the said Sieur de la Pérade.

That the said Sieur Dorvilliers be condemned further to take a deed of concession for the said eight arpents, inasmuch as he is in possession of the same without title.

That the four arpents of land in front, by their depth, in the said island, sold by the said Sieur Dorvilliers to one Pierre Lanouctte, a resident in the said island, be declared to be within that portion of the seigniority belonging to the said Sieur de la Pérade and not within that of the said Sieur Dorvilliers, reserving his recourse against any one he may wish to exorcise it against, for the *lods et ventes* due by reason of the sale of the said four arpents.

That the *procès-verbal* of survey of the extent of the first seigniority of Ste. Anne on the shore of the River St. Lawrence, made by Hilaire Bernard de la Rivière, surveyor appointed by Mr. Raudot, heretofore intendant, homologated by the ordinance of the said Raudot of the 29th March 1710, shall be executed and followed, and in case any difficulty should arise between the said Sieur de la Pérade and the said Sieur Dorvilliers in relation to the possession of the said lands, the boundary line shall be settled according to the ordinance of the said Sieur Raudot.

That the said Sieur Dorvilliers shall be forbidden to encroach upon the lands of the said Sieur de la Pérade such as they are bounded by means of the said survey.

That the five arpents of land sold by the said Sieur Dorvilliers to one Julien Lanouette, which, according to the said survey, are situate within that portion of the said seigniority belonging to him the said Sieur de la Pérade, shall be held to be within his domain and subject to the payment, to the said Sieur de la Pérade, of the *lods et ventes* and *cens et rentes*, and arrears thereof, and that the said Sieur Dorvilliers be condemned to pay the costs, even those of the said Dame de la Pérade, incurred upon different occasions last year and this year when she came to this city touching the said matter; upon which petition it is ordered as follows:

We have, in compliance with the prayer of the said petition, granted default to the said Sieur de la Pérade, the said default to be served upon the said Sieur Dorvilliers; certificate of service of which default upon the said Sieur Dorvilliers made by Rouillard St. Cir, bailiff, dated the 16th June last, with command to the said Sieur Dorvilliers to appear before us on the tenth of July instant is exhibited to us, which parties having appeared before us on the said day, and the said Sieur de la Pérade, the plaintiff,

appearing as aforesaid, and persisting in the demand and conclusions of his said petition, upon the ground that the said Island of St. Ignace and all other islands in front of the said seigniory are not comprised in the first concession made to the Sieur Suève and de la Naudière, and that they have been granted to the said Dme Marguerite Denis, Widow of the late Sieur de la Naudière, his mother, by Mr. de Callière, governor general in this country, and by Mr. de Champigny then intendant in the said country, the said grant or concession dated the 30th October 1700, and the patent of confirmation of the 22nd day of May 1701; and that in relation to the other new contestations relating to the division line and partition of the said seigniory of Ste. Anne between the said Sieur de la Pérade and the said Sieur Dorvilliers, that point is settled altogether by the ordinance of Mr. Raudot rendered between the parties then present the 28th and 29th March 1710, which ordinance has established and adjusted their rights and pretensions, and which ordains that the report, *procès-verbal*, by Hilaire Bernard de la Rivière, appointed by the said Sieur Raudot to that effect, be executed, with which said ordinance and *procès-verbal*, the said Sieur de la Pérade has always complied, and which he invokes this day, although he is the party who has most suffered by the partition in question, but with a view to obtain that peace and tranquillity which procure the termination of law suits, he the said Sieur de la Pérade demands that the said Sieur Dorvilliers, for his renewal of the contestations adjusted between them by the ordinance of Mr. Raudot, be condemned to pay all his damages, interests and costs, and more especially the costs incurred by the said Sieur de la Pérade and his wife, upon two occasions when they were obliged to come to this city in obedience to our orders, which the said Sieur Dorvilliers, on his part, refused to obey.

That the said Sieur Dorvilliers be again forbidden to disturb the said Sieur de la Pérade from enjoying what was allowed him by the ordinance of the said Mr. Raudot of the 28th and 29th March 1710, and that in consequence and in execution of the said ordinance the said Sieur Dorvilliers be condemned to pay to the said Sieur de la Pérade the *cens et rentes* of five arpents out of the eight arpents which he owns in the said Island of St. Ignace, having remitted him willingly the *cens et rentes* of three arpents, as is stated in the said ordinance of the said Sieur Raudot, the said *cens et rentes* payable since His Majesty has granted him the said islands, or at least since the date of the ordinance of the said Sieur Raudot of the year 1711, at the rate of 20 *sols* each arpent, and six *deniers* of *cens* and a live capon also for each arpent, praying thereupon that the said Sieur Dorvilliers be held to take a deed of concession from the said Sieur de la Pérade, as seignior of the said island, and further that the said Sieur Dorvilliers be ordered not to prevent the said Lanouette and others inhabitants, who might have purchased lands from him, from acknowledging the said Sieur de la Pérade as their seignior, and from paying him the *lods et ventes* due upon such purchases together with the *cens et rentes* in future at the rate of twenty *livres* and one live capons and six *deniers* of *cens* for each arpent.

And it has been stated by the said sieur Dorvilliers, that the original grants made to the said sieur de Suève and sieur de la Naudière, must be understood as comprising the islands in front of the said seigniory, and that consequently those islands which are in front of the portion allotted by the partition to the said sieur Dorvilliers do be-

long to him, and being called upon by us to produce his titles, he has answered that he had none.

Having seen the deed of concession of the said islands, granted to the said dame Marguerite Denis, widow of the said late sieur de la Naudière, by the late Mr. de Callières, governor-general and Mr. de Champigny, Intendant for the whole of New-France, dated 30th October 1700, the patent of confirmation thereof, dated the 21st May 1701, the ordinance of Mr. Raudot, our predecessor, rendered between the parties the 28th and 29th March 1710, relating to the boundary line and partition of the said seigniory of Ste. Anne,

We have ordaind and do hereby ordain that the said ordinance shall be followed and executed according to its tenor, and that the said island of St. Ignace and others in front of the said seigniory of Ste. Anne shall be the property of the said sieur de la Pérade, and we do hereby forbid the said sieur Dorvilliers to disturb him in the enjoyment thereof.

We do further ordain that the lands which the said sieur Dorvilliers owns in the said island of St. Ignace, as well as those belonging to other inhabitants, be considered as being in the domain of the said sieur de la Pérade, to whom they shall pay the *cens et rentes* at the rate above mentioned, and they, the said Dorvilliers and others, shall be held to take deeds of concession from the said sieur de la Pérade,—

And leave is granted to the said sieur de la Pérade to claim *lods et ventes* from any persons who have purchased lands from the said sieur Dorvilliers.

We also condemn the said sieur Dorvilliers to the costs of this suit, and also to the costs incurred by the said sieur de la Pérade, upon coming to this city on two occasions last winter, as appears by his declaration upon oath to that effect, which costs we tax at thirty livres for each occasion.

Dated at Quebec, the 11th July 1728.

(Signed)

DUPUY.

[Ord. of 1728, No. 15, Folio 10.]

Ordinance which maintains as good and valid the seizure of the grain of the curate and inhabitants of Ste. Anne (de la Pérade) in the hands of the miller of St. Pierre (des Becquets), and which forbids them to take their grain to any other mill than that of the seigniory of Ste. Anne, on pain of confiscation of the same and of the payment of a fine, and of paying toll, droit de mouture, and which condemns them to costs of seizure, summons and travelling, and to a fine, which has been remitted them upon the present occasion.

CLAUDE THOMAS DUPUY, &c.

Upon the petition presented to us by the sieur de la Pérade, seignior of Ste. Anne, stating that a large number of the inhabitants of his seigniory do not bring their grain

to his mill, although they are bound to do so by their deeds of concession, and that having had a contestation in that respect in 1707, Mr. Raudot, then intendant, by his ordinance condemned the curate and inhabitants of the said seigniory to carry their wheat to the mill of the said sieur de la Pérade, prohibiting them to go elsewhere upon pain of confiscation and payment of a fine.

• That notwithstanding these obligations and prohibitions, the said inhabitants continue to take their grain to other mills, and that he has been obliged recently to cause a seizure to be made at the mill of Pierre Brisson, miller of the sieur Levrard, seignior of St. Pierre, praying that the said inhabitants to whom the said wheat belongs, be summoned to appear before us, as well as the said Brisson, to declare the quantity of wheat or flour he has in his possession, belonging to the said inhabitants; upon which petition, it is ordered as follows:

Let the said sieur de la Pérade summon before us the said curate of Ste. Anne, and the other inhabitants who have acted in contravention to the ordinance of Mr. Raudot, to hear their reasons, and to be present at the judgment upon the seizure and confiscation in the event the same should take place, and let also the miller of the said seigniory of St. Pierre, to whom the said wheat has been brought, appear before us, and the wheat and flour attached in his hands to remain, to be accounted for by him.

Upon which ordinance the said inhabitants have appeared with the said sieur de la Pérade, represented by his wife, duly authorized to that effect, and represented to us, in writing, that the mill of the said sieur de la Pérade is out of order, so much so, that since the beginning of the proceedings in this matter, the said sieur de la Pérade has employed carpenters to repair the said mill.

That the miller who has the said mill is a dishonest man and well known as such to the said sieur de la Pérade, who has been obliged to expel him for that reason; that although, this mill is insufficient to grind the grain required for the maintenance of their families, the miller moreover receives the grain of strangers, to whom he gives a preference, inasmuch as having one half of the profits of the said mill, he is interested in satisfying the said strangers, and in attending to them in preference to the inhabitants of the said seigniory, who are bound by law to come to the said mill, and may be compelled by him to come there or to pay toll upon the grain they will carry elsewhere; alleging that for the better regulation of the said mill, and to protect them against any wrongs to which the miller might subject them, the said sieur de la Pérade ought to be compelled to have in the said mill weights and scales, to enable the said inhabitants to weigh their wheat and flour.

Alleging further, the said inhabitants, that far from having any objection to go to the said mill, it is their advantage not to be obliged to go to any other mill, and if they have done so, they have been forced to it by necessity, and that they would never fail to frequent the said mill if we were to decide upon their complaints.

And to this, the said sieur de la Pérade answered that this complaint of his inhabitants proceeded from a spirit of insubordination; that his mill has always been in good

order, a fact which he is ready to prove when thereunto required, by means of a survey thereof; that the work he is now doing to the said mill, is merely by precaution and to prevent the said mill from being stopped, that the said work consists in making a set of spindles and cogs.

That in relation to the complaint made against the honesty of the miller, it proceeds from a spirit of ill-will and caprice, inasmuch as they, the said inhabitants have never made a precise and formal complaint in that respect, but have made nothing but vague allegations, to which the said sieur de la Pérade had paid no attention; that to satisfy them he has had fourteen different millers during eighteen years, and has not been able to please them.

That when they say that a preference is given to strangers who go to the mill for the purpose of having their grain ground, there is not one of them but would say, were he to speak the truth; that the sieur de la Pérade recommended nothing more strongly to his miller, in their presence, than that he should serve the inhabitants in preference to all others, with due diligence and fidelity; that by their complaint, they themselves prove how unreasonably they looked for unfounded grounds of complaint against the said mill, by alleging in their petition, that for a long time it has been out of repair, since they say that strangers, who as a matter of course, are not bound to do so, come to it and are attended to, when they themselves cannot get served.

That when they say they are out of flour for their every day wants, they must only blame themselves, as they would never take the proper means, although they had been often requested to do so, which would have been to have grain constantly at the mill, which would depend entirely upon themselves, as they could bring a bag of wheat to the mill when coming to take away a bag of flour, and so by adhering to this rule, they would always have grain at the mill, and by that means would always be certain of having flour there also; but they follow a very different line of conduct, as there are some who often wait till they have eaten their last loaf, before starting for the mill, and in consequence of their negligence, in not taking advantage of the proper winds, which are sufficient to furnish flour to the whole concession, they wait till calms come on, which causes them to run out of flour; but the fault is purely their own and not that of the miller or the mill.

As to the scale and weights which they wish to have placed in the mill, they know very well that one had been placed there before, which, far from giving satisfaction and causing less suspicion, had given rise, as it would do again, to innumerable disputes, quarrels and useless difficulties, because to make such a thing of any use, the people would be obliged to have a clerk who, as they arrived at the mill, would take down in writing the weight of their grain, so as to balance the quantities received and sent out, for it is out of the question to say they would abide by the marks they would make themselves, this would be another source of difficulty, they have tried it before and have seen it by their own experience.

They merely make this request to day because they imagine it would perplex him, but this is a mistake; there would be another expedient which would be much better

more suitable and less embarrassing, it would be this, when an inhabitant found such a great difference, as they say there is, between the flour given to them at the mill and the grain they have taken there, they should not receive it, and should inform him of it, so that he might ascertain the fact and see who was in default.

The said Sieur de la Pérade praying, inasmuch as his mill has always been and still is in a fit state to make good flour, he being willing to submit to an inspection of the said mill, the costs whereof shall be paid by whomsoever it shall appertain, and if the said inhabitants have been elsewhere, as it has been proved and established they have, it was from a spirit of opposition and disobedience to their contract and to the ordinances which oblige them to go there, and not for any of the reasons given by them.

That the seizure made in the hands of one Brisson, miller of the seigniory of St. Pierre, which belongs to the said Sieur Levrard, of the grain which his tenants had taken to his mill, be declared good and valid.

And that the said Brisson be condemned to return the said grain or flour according to the memorandum he gave us of it.

That we be pleased to condemn all the inhabitants, who have taken their grain to any but the seigniorial mill to which they are obliged to go, to pay toll in proportion to the quantity used by their families.

That they be again prohibited, under the same penalties, of the seizure of their grain, from absenting themselves from the said mill without leave in writing from the said Sieur de la Pérade, and that those who have infringed the rule be condemned to such penalty as we may think proper, and also that the said inhabitants be condemned to pay the costs and expenses incurred, both for travelling and for board and lodging.

In consequence of which; and taking into consideration the deeds of concession of the said inhabitants, by which deeds they are indispensably obliged to take their grain to be ground to the mill of the said seigniory, an ordinance of Monsieur Raudot passed in consequence of a like difficulty, on the 30th August 1707, which obliges them so to do, under penalty of the confiscation of the grain they might carry elsewhere and of such fine as might be thought proper.

We have declared that the said seizure, made in the hands of the said Brisson miller of the seigniory of St. Pierre, upon the curate of the said seigniory of Ste. Anne, and upon the other inhabitants thereof, is good and valid, and we therefore ordain that the said Brisson shall return the grain and flour, seized in his hands, into the possession of the said Sieur de la Pérade according to the returns given of the same by him, upon receipt of which he will be well and duly discharged.

We again prohibit both the curate of the said place and all the other inhabitants from taking their grain to be ground elsewhere than to the *banal* mill of the said seigniory, under penalty of confiscation of the grain, and of such fine as we may think proper, and of paying toll for the grain they may have taken elsewhere and to

prevent the abuses which are committed at the mill by the said inhabitants who take each others flour instead of their own.

We prohibit them in the most express manner from taking back any grain or flour which has not been given to them by the miller upon pain of being looked upon and being prosecuted, as having caused an injury to the others who may have grain or flour in the said mill, and also from going into the mill unless the miller shall be there; and in case any person has reason to complain of any injury he may think has been done him in the said mill, as to the produce of the grain he may have taken there, and as to the flour that the miller should return to them, if less than they should receive; we ordain that complaint shall be immediately made to the Sieur de la Pérade, and before taking away the flour, he shall be requested to go to the mill to examine into the fact, and cause justice to be rendered to whom it may belong; but after the flour shall have been removed, no person shall have any right to complain.

We have condemned the inhabitants to pay the costs of the seizures and summons, together with the travelling expenses of the said Sieur de la Pérade, which we have taxed at thirty *livres*, and which are to be borne by those of the inhabitants against whom the seizures of grain were declared good and valid, but whom we exempt from paying the fine, the Sieur de la Pérade having signified his willingness to remit it to them for this time; all which will be executed notwithstanding any opposition or appeal whatever.

Thus ordered, &c.

Done at our residence, in Quebec, this tenth of July, one thousand seven hundred and twenty-eight.

Signed, DUPEY.

[Ordce. of 1728, No. 15, Folio 10.]

Judgment rendered upon the complaint of the inhabitants of Grondines, ordering that the wind mill of the said Parish of Grondines be examined by men of skill, and which names Messrs. Proteau and Perrault to fulfil that duty.

CLAUDE THOMAS DUDUY, &c.

Upon the petition presented to us by Jacques Drolet, Jacques Renaud, Baptiste Joabin, Alexis Sauvageon, François Brunet, Nicolas Rivard and other inhabitants, of the Sieur Amelin, of the parish of Grondines, setting forth that as they are obliged to go to the windmill in the said seigniory, it is both grievous and hurtful to them to take their grain there, inasmuch as the mill only breaks their wheat, both because the mill is absolutely spoilt by the different persons who have worked it heretofore, and because the Sieur Amelin who now works it, not being a miller by trade, increases the defects in the flour made by him, and praying us, for the purpose of

proving what they state in their petition, to order that the said mill be visited and examined by men of skill.

And the said Sieur Amelin, being present, answered that his mill is in good order, that it is true he has had no miller for some time, because his miller was a soldier, and the general has taken him away, but that having hired, in his place, a man who is able to work the mill, he persisted in stating that his mill makes good flour and is provided with every thing that is necessary for it ; he also requested that it should be examined by men of skill and experience in such things.

We, considering the respective complaints and demands of the parties, have ordered and do order that the said mill be visited by two desinterested persons of skill, to be agreed upon by the parties, in default of which they will be named ex-officio, and the Sieur Amelin having named as his arbitrator one Proteau of Batiscan, the above named inhabitants chose for themselves one Perrault, a miller, also of Batiscan, which nominations we have confirmed ; and we order that the said Proteau and Perrault, arbitrators named by the parties, do repair to the said place called Grondines, to the wind mill there built, belonging to the Sieur Amelin, for the purpose of examining into the condition in which the mill stones are at present, making the mill work so as to see the quality of the flour, and then raising the mill stone to examine its surface and ascertain the cause of the evil, and the inhabitants shall then continue to go to the mill as they are obliged, under penalty of a fine and of the confiscation of the grain that may be taken elsewhere, which grain we allow the said Sieur Amelin to follow and seize.

We do also forbid the said inhabitants to threaten or illtreat those who may be put to work in the said mill under penalty of being prosecuted and punished in an exemplary manner, which will be done notwithstanding any opposition or appeal whatever.

Thus ordered, &c.

Done at our residence in Québec this 10th July 1728.

Signed,

DUPUY.

[Ordce. of 1728, No. 15, Folio 24.]

Ordinance which reunites to the domain of the seignory of the Sieur Charles Legardeur, called Portneuf, the farm of Robert Germain, by reason of his not residing upon it, in conformity with the decree of the Council of State of the 11th July 1711, and which permits the said seignior to concede it to whom he may please, and which forbids all persons from opposing his being put in possession thereof.

CLAUDE THOMAS DUPUY, &c.

Upon the representation made to us by the Sieur Charles Legardeur, Esquire, Sieur de Croisy and Miss Marguerite René Robineau, seigniors and proprietors of

the fief and seignory of Portneuf, that the late Sieur Robineau, their uncle, heretofore seignior of the said seignory, from whom they inherited, had, about sixteen years before, granted a concession in the said seignory of six arpents in front by forty in depth, to one Robert Germain, upon the charge and condition that he would immediately pass a deed of the same; that the said Germain neglected to have the said deed passed, and having merely made a clearing of about an acre upon the said land, left for the purpose of travelling through that part of the country situate behind the coast of Louisiana, where he died about seven or eight years ago without being married, as attested by the certificate of the Revd. Father St. Pé, Jesuit and missionary of that place, dated the 13th of July of the present year, and produced before us by the said seigniors; praying the said seigniors that in conformity with the decree of the King's Council of State, of the 11th July 1711, registered in the superior council of this country the 5th December 1712, by which decree the King wills and ordains that the inhabitants who shall have been one year without residing, (*sans tenir feu et lieu*) upon the lands conceded to them, be deprived of their property and that the same be reunited to the domain of the seigniors, in obedience to the ordinances which shall be made by the Governor of New-France;

In consideration of which, and of the decree of the State Council of the 11th July 1711, registered at the Superior Council of New France on the 5th December 1712, and also the attestation of Father St. Pé, Jesuit and missionary in the above-mentioned country, dated 13th July 1728 which certifies that it is to his knowledge, according to the uniform report of several travellers and also by letter, that the said Robert Germain died at Louisiana in 1722, and also considering that it is proved that the said Robert Germain never resided upon the land (*tenir feu et lieu*) nor paid any rent and that he did not cultivate the said land, otherwise than by cutting down about an acre of wood which is now grown up in brush.

We ordain that the said land, from this day, shall belong to the domain of the said seignory, in consequence of the said Robert Germain having failed to reside thereon (*tenir feu et lieu*) in conformity with the said decree of the State Council, and we declare the deeds and other writings, which may have been given him by the said late Sieur Robineau or his ancestors, granting him the said land, null and void.

We further ordain that, in consequence of the present reunion, the said seigniors or their heirs, shall have the right to reconcede the said land in conformity with the decree of the State Council of the 11th July 1711, and also that pursuant to the said decree the new grantee shall be bound to, reside (*tenir feu et lieu*) upon the said land within the year, and shall also commence to clear and cultivate within the same period, in default of which we declare the deeds which may be given of the said land to be null and void from this day, the whole in obedience to the intentions and will of the King explained in the said decree of his State Council.

We expressly forbid any body from hindering in any manner the person to whom the said seigniors may again give a grant of the said land, from taking possession

of the same under pain of becoming responsible for damages and interest therefor towards both the seigniors and new grantee.

Thus ordered, &c.

Done at our residence in Quebec, the 14th July 1728.

Signed, **DUPUY.**

[Ordinance of 1728, No. 15, Folio 26.]

Ordinance prohibiting the sieur Hamelin, seignior of St. Charles-des-Roches des Grondines, from disturbing the sieur Nicolas Rivard, inhabitant of his seignior, in the possession and enjoyment of a farm which he has sold to him, on account of the right of fishing, under pain of all costs, damages and interests.

CLAUDE THOMAS DUPUY, &c.

Between Nicolas Rivard, inhabitant of Grondines, plaintiff, personally present, and sieur Jacques Amelin, proprietor of the seignior of St. Charles des Roches des Grondines, defendant, also personally present, of the other part, and after the said Rivard had stated to us, that he had bought from the said sieur Amelin a lot of land, situate in the said seignior of St. Charles des Roches, of three arpents in front by forty in depth, according to the deed passed before Normandin, royal notary, the 11th August 1722, in which it is stated that the said lot shall be bounded towards the north-east by the said sieur Amelin, towards the south-west by François Dubois, in front by the river St. Lawrence, and in the rear by the said depth, with right of fishing and hunting, the said vendor making over to the purchaser all rights of property in the soil, seizin and possession, which he might have or pretend to have upon the said three acres, being willing that he be put in possession and enjoyment of the same, by means of these presents; the said sale made subject to the charge of forty-five *sols* and three capons, of *rente foncière*, not redeemable, and three *sols* of *cens*, and also for and in consideration of the sum of two thousand one hundred and seventy-five livres, which he has paid to the said sieur Amelin.

That notwithstanding the said sale was made without any reserve on the part of the sieur Amelin upon the said three acres of land; he nevertheless pretends to have a right of possession upon the frontage of the said land, contrary to the conditions and tenor of the said deed of sale; and as the said Rivard has a small clump of trees upon the front of his land, among which are some maple trees, the said sieur Amelin taps them, notwithstanding the frequent notices given him by Rivard to abstain from taking his property, and as the said sieur Amelin has not paid any attention thereto, he, Rivard has been under the necessity of bringing his complaint before us, and praying us to command the said sieur Amelin to leave him in the peaceable enjoyment of his land, and to forbid him, from henceforth, to make any claim upon the frontage of the said three acres of land, to which he has the entire right of property, not being bounded

otherwise than by the river St. Lawrence, and consequently the owner of every thing comprised within those limits as far as the edge of the said river, under pain of all costs, damages and interest.

To which the said sieur Amelin replied, that by his deed, he had only sold forty acres in depth, and that if the said Rivard wished to enjoy the possession of the front of the said land, he must begin to take the said depth from low water mark, otherwise he was under the impression that he had a right to dispose of the surplus which might be upon the said front, and which was not included within the said forty acres, as he deemed fit.

To this, the said Rivard again answered that his boundary had been marked out in the presence and with the consent of the said sieur Amelin; that it is from that point that his depth must begin, and consequently from there that his frontage must start, and go to low water mark; that this frontage has been left open to all the inhabitants; not only of Grondines, but of all the country, as a useless beach that is covered with water or dry as the tides rise and fall; that the inhabitants have never been bounded but by the highest water mark, all the remainder being what is called their frontage; that the idea of the sieur Amelin is not warrantable, for if the inhabitants were bounded by low water mark, more than half would not possess any thing, there being many places where there are three miles of beach, but that the general rule in relation to lands having a beach in front, is to take the boundary from the highest spring and fall tides, and also to give them possession of the beach, as otherwise it would be useless to insert the following clause in the deeds between the seigniors and the inhabitants, that they grant them the right of fishing, supposing they have a right to do so, of disposing of and re-selling the frontage which may have been already conceded to them by their deeds; that certainly the sieur Amelin is the first in the country who has had a like difficulty; that he, Rivard, can also say, without going beyond proper bounds, that he has bought this land twice over, since he pays annually the same *rente foncière*, not redeemable, as the other inhabitants, and has also paid to the said sieur Amelin two thousand one hundred and seventy-five livres, without possessing more rights or privileges than another.

To this the sieur Amelin answered, that if the land was thus sold to him, it was on account of its being cleared and cultivated.

We, having examined the deed of sale by the sieur Amelin to Rivard, by which the sieur Amelin makes over to the said Rivard all rights of property, *fond, très-fonds* and possession which he might have, or pretend to have, upon the said three acres of land so sold, without in any manner reserving or retaining any thing thereon.

That by the said deed, it is stated that the said three acres of land are bounded towards the north-east by the land of the said sieur Amelin, towards the south-west by François Dubois, in front by the river St. Lawrence and in rear by the said depth, with the right of fishing and hunting:

We prohibit the said sieur Amelin, under pain of all costs, damages and interest from henceforth disturbing the said Rivard in the entire and perfect enjoyment of the

said three acres of land in front, by forty in depth, according to his deed of sale, which depth of forty acres will be taken and commence at the old boundary which was placed by and known to the said sieur Amelin, and which has always been and still is today, looked upon as the established boundary, from which as far as low water mark shall be the frontage of the said land, and beyond which boundary the said Rivard shall enjoy all the ground that may be found, as far as the river, the said sieur Amelin not having made any reserve upon the beach which forms, as it were, a stepping stone to rivers.

Thus ordered, &c.

Made at our residence, at Quebec, the fiftenth day of July, one thousand seven hundred and twenty-eight.

(Signed)

DUPUY.

[Ord. of 1728, No. 16, Folio 2.]

Execution against one Brisson, miller of the seigniory of St. Pierre, condemning him to a fine of five livres, with costs and expenses, for having refused to obey the ordinance of the 10th July last, enjoining him to return to the sieur de la Perade the grain and flour seized in his possession, belonging to the curé and inhabitants of the seigniory of Ste. Anne (Laperade.)

CLAUDE THOMAS DUPUY, &c.

Upon the complaint to us made by the sieur de la Perade, an officer in the troops of this country, that one Brisson, miller in the seigniory of St. Pierre, has refused obedience to our ordinance of the tenth of July, ordering him to give up the grain and flour seized in his hands, to the said sieur de la Perade, according to the memorandum he gave us, upon receipt of which he would be discharged therefrom.

Seeing also the notice given to the said Brisson, at the request of the said sieur de la Perade, by Rouillard St. Cyr, royal bailiff, on the eleventh of this month, who read our said ordinance to him, and presented the receipt of the said sieur de la Perade, in presence of two witnesses, to which he refused to submit.

We do order the said Brisson, upon the first demand that shall be made him by the said sieur de la Perade, to return the twenty bushels of wheat or flour which he declared he had in his possession, belonging as well to the rector as to the inhabitants of the said seigniory of Ste. Anne, by reason whereof we have declared the present ordinance executory against him, in virtue whereof he will be compelled to restore the said effects, in like manner as a guardian or depositary of effects seized under legal process, on pain of arrest and imprisonment; we condemn him to the payment of all the costs which may be incurred in the premises, and to the payment of all damages,

as the same shall be ascertained by arbitration, and in a fine of five *livres*, by reason of his disobedience, payable to the parish of the said seigniory of Ste. Anne, the recovery of which fine shall be made by the church-warden of the said parish, who shall be responsible for the same, in his own private name.

Thus ordered, &c.

Done at Quebec, in our residence, the 20th August 1728.

(Signed)

DUPUY.

[Ord. from 1729 to 1730, No. 17, Folio 4.]

Ordinance prohibiting all persons from molesting the sieur Sarrazin and his associates, as well in respect of the working of a quarry of slate, as in respect of the cod fisheries in his seigniory.

GILES HOCQUART, &c.

Upon the petition presented to us, by the sieur Sarrazin, acting as well for himself as for his co-heirs, proprietors of the lands and seigniories of the river de la Magdelaine, Grande Vallée and Anse des Etang, situate on the south shore of the river St. Lawrence, at a distance of one hundred leagues from this town, by which he sets forth that, with a view of complying with the intentions of His Majesty, upon the discovery made last year of a quarry of slate at Grand Etang aforesaid, confirmation of the existence of which has been obtained from the mechanic sent there this spring, he has formed a co-partnership with the sieurs Lepage and Ribu, proprietors of the lands and seigniories of Rimousquy and Trois-Pistoles, for the working, in the ensuing spring, of this quarry of slate, and inasmuch as there are fisheries in that place, where codfish is caught every year, and moreover he, the said sieur Sarrazin, in his quality aforesaid, having an establishment there since several years, some individuals, under the provisions of the admiralty laws, might, as the first discoverers, equip vessels to come there, under pretence of fishing, and working the said quarry of slate, and thereby disturb him in the working of the said quarry and in the enjoyment of the said fishing ground; in which he has engaged with his said partners, a thing which occurred in 1725, and was regulated by Mr. Begon, the then intendant, by his ordinance of the 10th May of the said year;—Requesting us thereupon to prohibit all persons of any quality, from disturbing him or his associates in the enjoyment of the fishing ground and dependencies which they have and ought to have in the said places, for the permanent fishing operations had there for a number of years, and from even setting there before they have taken possession of the extent of ground necessary for the proper working of the quarry, of which quarry the said sieur Sarrazin is the sole proprietor.

Thereupon having considered, and seeing the ordinance of Mr. Begon, formerly intendant in this country, dated the 10th May 1725, ordering that the sieur Gastin, hav-

ing the same rights as those of the said sieur Sarrazin, should alone enjoy the fisheries of the Grand Etang, and of the river Magdelaine, and as to the Grande-Vallée des Monts-Notre-Dame, the said sieur Gastin should only fish thereat with bait, and have the smoking and drying apparatus necessary for smoking and drying the fish he might catch with seven boats, and should give up the rest for the fishing operations of the sieur Peyre, the defendant in the matter.

We forbid all and every person or persons, of any rank or quality, to disturb the said sieur Sarrazin, or his associates in the choice they have made in the said places for their fishing operations, or to settle in the place until after they shall have taken the extent of ground they may want, or further to disturb them and interfere in the working of the quarry of slate belonging to the said sieur Sarrazin, on pain against the contravening parties of a fine of fifty livres, and of a greater penalty if thought fit.

Thus ordered, &c.

Done at Quebec, this 14th October 1729.

(Signed)

HOCQUART.

[Ord. from 1729 to 1730, No. 17, Folio 34.]

Ordinance which declares that the inhabitants of the seigniorj of Bellechasse have lost their lands, and that the said lands shall be re-united to the domain of the said seigniorj, unless they reside on the same within the time prescribed by the said ordinance, and which orders that the said ordinance be read at the door of the church of the said seigniorj.

GILLES HOCQUART, &c.

Upon the petition to us presented by the Sieur Nicolas Blaise de Rigauville, Esquire seignior of Bellechasse, a lieutenant in the troops kept up in this country for the King's service, assistant major of the city and government of Quebec, stating that he had for several years conceded lands, in the fief and seigniorj of Bellechasse, to a number of persons who have taken no steps to reside thereon and to improve the same, although they had undertaken to do so, within a year and a day, by their deeds of concession, and as they are bound to do by virtue of the decree of the King's council of the 6th July 1711, which decree has been sufficiently made known in the said seigniorj of Bellechasse by the publication the petitioner has caused to be made thereof at the door of the parochial church of the said place, after divine service of the forenoon, the 7th June 1718, by Meschin a bailiff, which said neglect is contrary to the intentions of His Majesty, and prejudicial to the interests of the said Sieur de Rigauville and to the other inhabitants who have settled in the said seigniorj; praying, the said Sieur de Rigauville, that we may be pleased to order the said inhabitants, within such delay as may be thought proper, to comply with the said decree of the King's council and with their

deeds of concession, and that in default of their residing on their lands within such delay, the said lands be taken from them and re-united at once to the domain of the said petitioner, to be by him again granted to whom he pleases.

Having seen the said petition, the decree of the King's council of the 6th July 1711, the certificate of publication made thereof by the said Meschin, and upon the whole deliberated,

We have ordered and do hereby order that, from the day of the publication of the present ordinance to the 10th day of the month of November, and without further delay, all the inhabitants who have taken grants in the said seigniory of Bellechasse, shall be bound to reside thereupon, conformably with the decree of His Majesty's council of the 6th July 1711, in default whereof, and after the expiration of the said delay, we declare them to have forfeited all right of property in the said lands, which we will reunite to the domain of the said Sieur de Rigauville, upon the production by him of the certificate of the rector of the said parish of Bellechasse and of the captain of militia, to the effect that the said inhabitants have failed to reside upon their said lands (*tenir feu et lieu*), as it is enjoined by the said decree of His Majesty's council.

The present ordinance shall be read, published and posted up at the church door of the said seigniory, after morning service in the parish, and shall be by the said Sieur de Rigauville signified to every one of his tenants affected by the same, in order that they may be made acquainted with the effect thereof.

Thus ordered, &c.

Done in our residence at Quebec, on the twentieth day of January one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. from 1729 to 1730, No. 17, Folio 77.]

Ordinance by which Louis Durand and Nicolas Huyot dit Saint-Laurent, and others, inhabitants of the seigniory of Tilly, are declared to have forfeited their properties, and the same re-united to the domain of the said seigniory, in default of their residing upon the same within the delay prescribed by these presents, and which orders the reading of the said ordinance at the church door of the said seigniory.

GILLES HOCQUART, &c.

Upon the petition presented to us by the Sieur Charles Le Gardeur, Esquire, an officer in the naval force in this country, acting as well for himself as for his mother, the widow of the late Sieur Pierre Noël Le Gardeur, Esquire, a captain in the same service, seignior of Tilly and of Bonsecours, setting forth that, within the last eight years, they have granted several lands to different individuals, and particularly to Louis

Durand and Nicolas Huyot dit Saint-Laurent, now absent, who have not as yet taken any means of residing upon their grants and of improving the same, although thereunto obliged, by the provisions of the decree in council of the 6th July 1711, which has been duly published in all the seigniories of the colony, which neglect, independently of its being contrary to the intentions of His Majesty, is prejudicial to the interests of the petitioners and of the inhabitants of lands in the neighborhood of the lands that are uninhabited, and not cleared or improved, as well by reason of the proprietors of such lands not contributing their portion of labor necessary to the maintenance of the church, the parsonage house and the roads, as by reason of the seigniors being deprived of their right of toll upon grain (*droit de mouture*), which all the inhabitants are bound to pay, and of their default to give their neighbors the necessary clearing; praying that we may be pleased to appoint a certain delay within which such individuals shall be bound to comply with the said decree in council, under penalty of forfeiture of the right of property of the lands granted them as aforesaid, which shall be re-united to the domain of the said seignior to be conceded anew.

Seeing the said petition signed: "Le Gardeur," the decree in council of the 6th July 1711, the certificates of the rector and of the captain of militia of the said seignior of Tilly, by which it appears that the said inhabitants above named have not resided upon their said lands, and having thereupon considered:

We have ordered and do hereby order that, from this day to the festival of St. Martin, and no later, the said Louis Durand and Nicolas Huyot, and all others who have taken lands in the said seignior of Tilly, shall be bound to reside upon and improve the same, in conformity with His Majesty's decree in council above dated, in default whereof and after the expiration of the period above fixed, we shall declare them to have forfeited all right of property in the said lands, and we shall reunite the same to the domain of the said seignior of Tilly, upon the production by the said Sieur Le Gardeur and wife of fresh certificates of the rector and captain of militia, to the effect that the said inhabitants have neglected to reside upon their said lands within the delay we have, by favor, granted them, to comply with His Majesty's said decree in council.

The present ordinance shall be read, published and posted up at the church door of the said seignior, after morning service of the next ensuing sunday, and served, at the instance of the said Le Gardeur and wife, upon the said Louis Durand, Nicolas Huyot and other inhabitants affected by the same, in order that they may not be ignorant of the contents thereof, certificates of which publication and service shall be produced before us, together with the said certificates of the rector and captain of militia, to be thereupon proceeded to the reunion of the said lands, if the same should be necessary.

Thus ordered, &c.

Done at Quebec, on the first day of April one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. from 1729 to 1730, No. 17, Folio 83.]

Ordinance obliging the widow and heirs Gonthier, and other inhabitants, to take titles from the Sieur Tremblay, seignior of Eboulements, subject to the same charges as those mentioned in the ordinance of Monsieur Begon of the 18th of April 1713, and seth forth in these presents, under penalty of re-union to the domain of the said seignior.

GILLES HOCQUART, &c.

Upon the *vivâ voce* request made to us by the Sieur Tremblay, touching several of the inhabitants of his seigniory of Eboulements, who refuse to take titles from him for lands which he has granted them, and more particularly touching the widow and heirs of the late Louis Gonthier, who are in possession of a lot land in the said seigniory, of six arpents in front by forty in depth, which forms part of a lot of twelve arpents heretofore possessed by the said late Louis Gonthier, one half whereof was re-united to the domain of the said Sieur Tremblay by the ordinance of Mr. Begon of the 18th April 1713; the said Tremblay praying that we may be pleased to compel the said widow and heirs to take a title for the said land of six arpents, conformably to the said ordinance, that is to say at the rate of 20 sols and a capon by each arpent, or forty sols without capons, at the option of the said Sieur Tremblay, and 1 sol of *cens* for the said six arpents.

Seeing the said petition, and the whole being considered, we do hereby order that the said widow and heirs Gonthier shall be held to take a title from the said Sieur Tremblay, for the said land of six arpents which they hold from him, at the rate and according to the terms of the said ordinance of Monsieur Begon of the 18th April 1713, under penalty, in default thereof, of the reunion of the said land of six arpents to the domain of the said Sieur Tremblay, which reunion shall likewise take place in respect of the other inhabitants of the said Sieur Tremblay, who shall refuse to take titles for their lands.

Thus ordered, &c.

Done at Quebec, on the twenty-second day of April one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. from 1729 to 1730, No. 17, Folio 114.]

Ordinance confirming a former ordinance of Mr. Begon of the 25th July 1723, prohibiting the sieurs Marcot and Chastenay, inhabitants of the barony of Portneuf, from molesting the sieur Croisille, seignior and proprietor of the same, in the enjoyment of the right of fishing which he has in front of their lands, under penalty of a fine of five livres, with damages, interest and costs.

GILLES HOCQUART, &c.

Upon the complaint made to us, by the sieur de Croisille, an officer in His Majesty's troops in this country, proprietor of the lands and barony of Portneuf, against Henry Marcot and Jean Baptiste Chastenay, his tenants at Portneuf aforesaid, representing that notwithstanding the ordinance of Mr. Begon, heretofore intendant in this country, dated the 25th of July 1723, ordering that the said sieur Croisille shall continue to enjoy, as his predecessors have always done before him, the right of fishing in front of the land conceded by him to Jean François Marcot, not having specifically granted that right, the said Croisille having nevertheless consented that the said Marcot and Chastenay, should enjoy the right of fishing as aforesaid, during two years only, upon payment by them of five barrels of Eels per annum; nevertheless the said Marcot and Chastenay pretend that they have the said right of fishing without the permission of the said Croisille, to whom they have latterly refused to pay the said five barrels of Eels, and have even gone so far as to treat him disrespectfully, and to use insult towards him, upon the occasion of his having personally gone to them to request the payment of the arrears due for the past years, which has induced the said Croisille, proprietor of the said right of fishing, to let the same to one René Cuillerie and to one Jean Baptiste Groleau, by a paper writing, setting forth the conditions of such lease, bearing date the 26th January last; upon which complaint we have caused an order to be served upon the said Henry Marcot and Jean Baptiste Chastenay, to appear before us, and after having heard their defence, and upon their admission that they had refused to pay the said four barrels of Eels; seeing the said ordinance of Mr. Begon of the 25th July 1723, and having considered upon the whole:

We do hereby order that the said ordinance shall be executed according to its tenor and effect, and in consequence that the said sieur Croisille shall continue to enjoy the right of fishing in front of the said land, which at present belongs to the said Henry Marcot and Jean Baptiste Chastenay, as being in the stead and place of Jean François Marcot, to whom the same was granted by the sieur Robincau, in the same manner as the predecessors of the said Croisille have always enjoyed the said right.

We do hereby expressly prohibit the said Marcot, Chastenay and all others from molesting the said Croisille, or those to whom he has let the said right of fishing, in the works and setting of nets which they may deem proper for the enjoyment of the said right.

We likewise prohibit the said Marcot and Chastenay from fishing upon the extent of ground, from low-water mark to the boundary of their lands in front, going towards

the depth of the same; the said right of fishing to extend from the north-east line of the said Chastenay up to the fishing establishment of Simon Frenay, under a penalty against the said Marcot and Chastenay, should they be guilty of contravention to our present ordinance, of a fine of ten *livres*, and of all damages, interest and costs towards the said sieur Croisille, or those who hold under him.

We further order that our present ordinance shall be served upon the said Marcot and Chastenay, by the captain of militia upon the spot, who shall certify such service upon the said ordinance.

Thus ordered, &c.

Done at Quebec, the 2nd of July 1730.

(Signed)

HOCQUART

[Ord. of 1793, No. 18, Folio 8.]

Ordinance which, upon the representation of the seigniors of Isle Jesus, adjudges that their tenants shall pay their rents in live capons, or twenty sols for each capon, at the option of the said seigniors and not of the said tenants.

GILLES HOCQUART, &c.

Upon the representations made to us, by the seigniors of Isle Jésus that the inhabitants of the said Island, whose deeds of concession set forth that they shall pay their seigniorial rents in live capons or twenty *sols* for each capon, at the option of the said seigniors, refuse to abide by the choice made by the seigniors, pretending to choose for themselves and to pay in capons.

Having due regard to such representations, we do order that, in compliance with the terms of the said deed, the said seigniors shall have the right of choosing whether their rents shall be paid them in money or in capons, as they may deem proper.

Thus ordered, &c.

Done at Montreal, the twenty-seventh of June, one thousand seven hundred and thirty.

(Signed)

HOCQUART

[Ord. of 1739, No. 18, Folio 8.]

Ordinance confirming the ordinance of Messrs. Raudot, the elder and the younger, of the 26th June 1707 and 11th June 1709, homologating the report of Mr. Raimbault, and enjoining Jean Lamoureux and others, inhabitants of the seigniory of Boucherville, to fence in the common, under penalty of a fine of ten livres against contracting parties.

GILLES HOCQUART, &c.

Upon the petition presented to us, by Adrien Lamoureux, an inhabitant of l'Isle Ste. Marguerite, seigniory of Varenne, praying, for the causes therein set forth, that we may be pleased to order that the ordinances of Messrs. Raudot, the elder and the younger, heretofore intendants in this country, dated the 26th June 1707 and 11th June 1709, shall be executed, and to homologate the report of Mr. Raimbault, the deputy of Mr. Dupuy, also an intendant in this country, of the 9th June, 1727, by which said ordinances the inhabitants of Boucherville are prohibited from allowing their hogs to go at large, and are enjoined to fence in the common opposite the land of the petitioner; and the said Lamoureux having represented to us, that Jean Lamoureux, his brother, and several other inhabitants, have paid no kind of regard either to the ordinances of the said Messrs. Raudot, or to the report of the said Mr. Raimbault, the said Adrien Lamoureux praying we may be pleased to fine those who have not obeyed the same, to all which due regard ought to be had, inasmuch as the said Lamoureux suffers considerable damage therefrom.

We have therefore ordered that the ordinances of Messrs. Raudot shall be fully executed; we homologate the report of Mr. Raimbault, to the end that it may be fully carried out; we further order that the said Jean Lamoureux and others, inhabitants of the said seigniory, shall immediately fence in the said common, where it abuts upon the said Adrien Lamoureux, under penalty of a fine of ten livres, payable to the said Adrien Lamoureux.

We require the captain and other officers of militia to serve the present ordinance upon the said Jean Lamoureux, and to publish the same after divine service in the morning.

Done at Montreal, in our residence, the twenty-seventh of June one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ordee. of 1730, No. 18, Folio 34.]

Ordinance requiring all the inhabitants of the seigniories of Boucherville and of Montarville, to exhibit, within three months from the date of the last publication, to the Sieur Boucher, their seignior, the location tickets and deeds of concession of the lands in their possession in the said seigniories, and those who have none to take them within the same period.

GILLES HOCQUART, &c.

Upon the representation made to us by the Sieur Pierre Boucher, Esquire, seignior of Boucherville and of Montarville, that since the ordinance rendered by Monsieur de Champigny, the thirtieth of August one thousand seven hundred, setting forth that those who possess lands in the seignior of Boucherville should be bound to exhibit to the late Sieur Boucher, their seignior, upon All Saints Day then next ensuing, the titles of concession and location tickets which he had granted them, and that those to whom he had granted deeds should be bound to furnish him with copies of the same duly compared; that since the last mentioned period very few of the inhabitants had complied with the said ordinance, that since the decease of the said Boucher the elder, the last seignior, none of the said inhabitants had exhibited to the said petitioner the titles in virtue of which they possess the lands which they have in the said seignior, as they are obliged to do at each change of seignior under the Custom, that there are some among the said inhabitants that have no deeds, which prevents the petitioner from proceeding to the completion of his rent-roll (*papier-terrier*), of the said seignior, and ascertain the extent of ground possessed by the said inhabitants and the rents, *cens et rentes*, due by them; wherefore he has prayed we may be pleased to give such order as may be necessary in the premises.

Having due regard to the petition of the said Sieur Boucher, we have ordered and do hereby order, that within three months from the day of the third publication of the present ordinance, and no later, all the inhabitants of the said seigniories of Boucherville and of Montarville shall be bound to produce and to exhibit to the said Sieur Boucher, the location tickets, deeds of concession and other titles of the lands which they possess in the said seigniories, of which deeds and titles they will be bound to furnish to the said Sieur Boucher a copy duly compared by the notary of the place.

We further order that such of the said inhabitants as have no titles of their lands, shall be held, within the same delay, to take such titles, in default whereof they may be compelled so to do by legal means, the present ordinance shall be published in the accustomed manner during three consecutive sundays.

Thus ordered, &c.

Done at Montreal the fourteenth day of July, one thousand seven hundred and thirty.

Signed,

HOCQUART.

[Ordee. of 1730, No. 18, Folio 35.]

Ordinance condemning Etienne Dumay, Jean Lesueur and Baptiste Poirier to pay to Nicolas Boucher, priest, and Demoiselle Louise Boucher, his sister, the cens et rentes of the lands conceded to them by way of constituts, together with the arrears thereof up to this day.

GILLES HOCQUART, &c.

Upon the representation to us made by the Sieur René Boucher de la Perrière, captain of a company of the detachment of marine, in the name and as the attorney of Sieur Nicolas Boucher, priest, rector of the parish of St. Jean in the Isle d'Orléans, and of Dlle Louise Boucher, his brother and sister, that Etienne Dumay, Jean Lesueur and Baptiste Poirier have for a long time refused to pay to the said Sieur and Dlle Boucher the *cens et rentes* of the lands conceded to them and the arrears of *constituts* granted by them in favor of the said Sieur and Dlle Boucher, praying that such order may be made in the premises as may be thought proper.

The parties being heard and every thing considered, we have ordered and do order that the said Etienne Dumay, Jean Lesueur and Baptiste Poirier shall immediately pay to the said Sieur and Dlle Boucher, the *cens et rentes* due by them to this day together with the arrears and *rentes* owing by them for the *constituts* consented in favor of the said Sieur and Dlle Boucher, which *cens et rentes seigneuriales* and *rentes constituées* they shall continue to pay regularly for the future.

Thus ordered, &c.

Done at Montreal, the fourteenth day of July, one thousand seven hundred and thirty.

Signed, HOCQUART.

[Ordee. of 1730, No. 18, Folio 39.]

Ordinance enjoining the inhabitants of the seigniory of Belœil and barony of Longueuil, to exhibit, within three months from the last publication of this ordinance, to Charles Lemoine, baron of Longueuil, their seignior, the location tickets and deeds of concession of the lands they hold in the said seigniory and barony, and those who have none to take them within the same delay.

GILLES HOCQUART, &c.

Upon the representation to us made by Charles Lemoine, baron of Longueuil and seignior of Belœil, that since the death of the late Baron of Longueuil, his father, none of the inhabitants of the said seigniories have exhibited to him the titles in virtue of which they enjoy their lands in the said seigniories, as all tenants are bound to do at each mutation, according to the Custom of Paris followed in this country; that some of

the inhabitants have no deeds, which prevents the petitioner from going on with the completion of the rent-rolls, *papiers-terriers*, of the said seigniories, and knowing what quantity of land each inhabitant holds, and what *cens et rentes* are due by him, wherefore he prays us to afford him a remedy in the premises.

Therefore, we have ordered and do hereby order, that within three months from the last publication of the present ordinance, all the inhabitants of the barony of Longueuil, and seigniory of Belœil, shall be bound to exhibit to the baron of Longueuil the location tickets and deeds of concession and other titles to the lands held by them in the said seigniories, and to furnish copies of the said deeds and contracts.

We further ordain that all the inhabitants who have no deeds of their lands, shall be bound to take them within the same delay, under pain of being forced to do it by law and by the reunion of their lands to the domain of the seignor, which said ordinance shall be published in the usual manner during three consecutive sundays, so that no body shall be ignorant thereof.

Thus ordered, &c.

Done at Montreal, the seventeenth day of July, one thousand seven hundred and thirty.

Signed, HOCQUART.

[Ordinance of 1730, No. 18, folio 44.]

Ordinance prohibiting the inhabitants of the seigniories of the Dame de Thiersan, from cutting wood or tapping the maple trees upon the said seigniories, without her leave, under a penalty of twenty livres against the offenders to be paid to the fabrique of the parish of Masca.

GILLES HOCQUART, &c.

Upon the complaints to us made by the Dame de Thiersan, that several inhabitants have taken upon themselves to cut wood in her seigniories without her leave, and that they are injuring the maple trees by tapping them for making sugar.

We prohibit all the inhabitants of the said seigniories and of the neighbouring seigniories from cutting or taking away any wood within the limits of the said seigniories, and tapping any maple trees to make sugar, without the leave of the said Dame de Thiersan, under a penalty of twenty livres, in favor of the fabrique of the parish of Masca, to be paid upon the certificate of Father Peter, Recolet, missionary in the said parish and of the captain of militia, to whom we look for the due execution of the present ordinance, which shall be read and published at the issue of divina service in the morning in the ordinary manner.

Thus ordered, &c.

Done at Montreal, the nineteenth day of June, one thousand seven hundred and thirty.

Signed, HOCQUART.

[Ordce. of 1730, No. 18, folio 45.]

Ordinance allowing the Sieur Jean Louis de Lacorne to have the land of the heirs of the late Antoine Emery Caudère sold to the highest and last bidder, inasmuch as they do not put it under cultivation.

GILLES HOCQUART, &c.

Upon the representation to us made by Jean Louis de Lacorne, knight, seignior of Chaptes, knight of the military order of St. Louis, lieutenant of the King and commandant of the town and government of Montreal, that in his seignior of Lacorne, there is a farm of two acres in front by thirty in depth, which has been conceded by the late Antoine de Pecaudy, knight, seignior of Contreccœur, father of Dame Marie de Pecaudy, wife of the petitioner, to one Langoumois who has gone to France several years back, and has given the said farm to the late Antoine Emery Caudère which now belongs to his children issue of his marriage with Marie Devaux, his first wife, and of Marianne Fayreau his second wife, who, trusting to each other, do not cultivate the same and neglect to pay to the petitioner the *cens et rentes* owing to him, amounting to the sum of one hundred and five *livres* one *sol*, according to the memorandum given us by the said children and heirs of the said Antoine Emery Caudère, wherefore he prays that the same may be looked into, more particularly, as the said farm is not cleared and consequently is detrimental to the neighbours; in consequence of which the said heirs of the said Caudère appearing before us, being heard and having consented to the sale of the said farm, and everything considered,

We have ordained and do ordain that the sale of the said farm shall be advertized during three consecutive Sundays, at the door of the parish churches of Contreccœur and Saint-Ours, as being for sale to the highest and last bidder in presence of the Sieur Mignac, rector, and Pierre Mesnard, captain of militia in those parts, so that out of the price thereof the said Sieur de Lacorne may be paid the sum of one hundred and five *livres* and one *sol*, arrears of *cens et rentes* due to him and accrued up to next St. Martin's day, and the remainder of the price to be paid by the purchaser to the said captain of militia, to be distributed to the widow and heirs of the said Sieur Caudère, according to the share coming to each, the whole to be done in the presence of the said rector and captain of militia.

Thus ordered, &c.

Done at Montreal, the twentieth day of July, one thousand seven hundred and thirty.

Signed, HOCQUART.

[Ord. of 1730, No. 18, Folio 48.]

Ordinance which, upon the complaint of the Dame de Ramezay, prohibits the inhabitants of Saurel from sending their grain to be ground elsewhere than at her mill, until they shall have waited forty-eight hours at her said mill, under penalty of a fine of 10 livres to be paid to the fabrique.

GILLES HOCQUART, &c.

Upon the complaint made to us by the Dame de Ramezay, that some of the inhabitants of her seigniority of Saurel do not send, and refuse to send, their grain to her mill, although obliged to do so by their deeds,

Seeing the regulations upon that subject, made by the superior council of this country, we prohibit the said inhabitants from carrying their grain to be ground elsewhere than at the said mill, under a penalty of a fine of 10 livres to be paid to the fabrique of the parish; we only allow them, in case the said mill should not be working and in case their grain shall not have been ground within twice twenty-four hours after being taken to the said mill, to carry it to such mill as they may think proper.

Thus ordered, &c.

Done at Montreal, the twenty-second day of July one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. of 1730, No. 18, Folio 49.]

Ordinance allowing the Sieur Louis Lepage, of Ste. Claire, seignior of Terrebonne (representing the Sieur Daulier Deslandes), to continue his settlements to the depth of two leagues beyond the depth of his said seigniority, to take out timber and make such roads as may become necessary for the taking out of the same, with prohibition to all persons to trouble him.

CHARLES MARQUIS, &c.

GILLES HOCQUART, &c.

Upon the petition presented to us by the Sieur Louis Lepage, of Ste. Claire, seignior of Terrebonne, by which he sets forth that he acquired the said seigniority some years ago, when it was almost all in forest lands, and that since then he has spent considerable sums which are not yet entirely paid, as well for the clearing of the lands established by him and for those that he has had established throughout the whole of the said seigniority, as for the grist and saw mills and churches he has had built, and of which

we have a perfect knowledge; that the petitioner has made a contract with His Majesty to furnish boards and planks of pine and oak for ships, which contract he has faithfully fulfilled up to this time, although at great expense, on account of the roads he was obliged to open through, to the very depth of the forests, so as to draw out the wood suitable for such boards and planks; that for the purpose of closely following the intentions of His Majesty, which are that, in this country, his subjects should apply themselves to all kinds of work beneficial to the colony, the petitioner has undertaken to make pitch and tar which require a great quantity of wood; that the establishments opened up to this time, both by himself and his tenants, to whom he has conceded everything he possibly could, have considerably diminished the quantity of timber fit for sawing and for other contracts entered into by him, so that in a short time he will be unable to meet his engagements.

Wherefore, the said petitioner has requested us, if consented to by His Majesty, to grant him a prolongation of three leagues upon the depth of his seigniory of Terrebonne, by the whole front thereof, with the right of building all and such mills as he shall deem necessary for the establishment of the place, so as, in some sort, to indemnify him for the large amounts laid out by him on his establishments, and to prevent any other person from benefitting by the works already begun by him, and which he would not dare continue unless under an assurance of not being disturbed.

We, not regarding the said petition, but seeing the deed of concession of the said seigniory of Terrebonne of two leagues in front on the river Jesus, starting on the north side from the boundaries of the farm of La Chenoye, by two leagues in depth,—the said deed given to the Sieur Daulier Deslandes by the old company, on the 23rd of December 1673, to whose rights the said Sieur Lepage has succeeded; and waiting the order of His Majesty, and under his good will and pleasure, we have allowed and do allow the said petitioner to continue his settlements to the depth of two leagues beyond that of his said seigniory, to take out pine and oak timber, and to make such roads as may be necessary for the drawing out of the same, and we prohibit all persons from molesting or disturbing him until the will of His Majesty be known.

Thus ordered, &c.

Done at Montreal, on the twenty-second day of July one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. of 1730, No. 18, Folio 52.]

Ordinance which, upon the representation of the *Sieur J. Bte. Boucher, seignior of Chambly*, enjoins 39 inhabitants of the said seignior to reside (*tenir feu et lieu*) upon the lands conceded to them in the said seignior, and to cultivate them within eight months from this day, after which time they will be reunited to the domain of the said seignior.

GILLES HOCQUART, &c.

Upon the representation made to us by *Jean-Baptiste Boucher, Esquire, seignior of Chambly*, that he has conceded farms to a number of individuals in his said seignior, within the last four years, upon which farms they do not reside (*ne tiennent ni feu ni lieu*), and have not made any clearance, contrary to the ordinance of His Majesty, which, in that case, orders the reunion of the said farms to the domain of the seigniors, upon the certificates of the rectors and captains of militia; also that the said inhabitants, for the purpose of avoiding such a reunion, and to discharge themselves from paying the *cens et rentes* due to the seigniors, transfer their deeds of concession, or *procès-verbaux* of the boundaries of their farms, to different persons, which afterwards causes contestations and prevents the seigniors from knowing their tenants; the said *Sieur Boucher* praying us to provide some remedy.

In consequence of which and seeing the list of the names of the said persons to the number of thirty-nine, to wit: *Marianne Le Beau, Lespine, Nicolas Favereau, Michel Carbonneau, André Languedoc, Joseph Labrie, Etienne Petit, Antoine Roy, Pierre Marie, Jean Archambault, Jean Laron, Jean Miette, André Archambault, François Chrestien, Pierre Gira, Paul Brunel, François Faucion Lespagnol, Pierre Auré, Cousinace, Jean Giban, Ignace Mathieu, Etienne Lamarche, René Lafleur, Latulipe, Louis Antoine Languedoc, Louis Languedoc, François Languedoc, Jassemmin, Jean-Baptiste Cousina, Jacques Racicot, François Voyé dit Labrie, Pierre Grou, François Serat, Antoine Laurion, René Laurion, Noël Cousineau, Louis André Archambault and Demarest, the widow Latulipe*, also the certificate of the rector and captain of militia of the said place, of the 20th of the present month; that the above named have not made any clearance upon the said farms,

We have ordained and do ordain that all the above named inhabitants shall be bound to reside (*tenir feu et lieu*) upon their farms, and clear them within eight months from this day, after which time, upon the certificates of the said rector and captain of militia of the place, that they have not resided upon them nor made a clearance, we shall proceed to reunite the said farms to the domain of the said *Sieur Boucher*; we prohibit the said inhabitants from conceding, exchanging or selling their farms without notifying their seignior, so as to obtain his ratification and avoid all frauds, and the present ordinance shall be published in the usual manner during three consecutive sundays.

Thus ordered, &c.

Done at Montreal, on the twenty-fourth day of July one thousand seven hundred and thirty,

(Signed)

HOCQUART.

[Ord. from 1730 to 1731, No. 19, Folio 16.]

Ordinance condemning, by default, Godin, Lefèvre, François and Jean Le Rocher and Vesines, inhabitants of Neuville, to carry their grain to be ground to the mills of the said seignior, and to pay the toll of the grain they may have had ground elsewhere within the last two years, according to estimation, and prohibiting them from henceforth carrying their grain to be ground elsewhere, under penalty of a fine of ten livres and paying toll (droit de mouture) upon such grain.

GILLES HOCQUART, &c.

Seeing the petition presented to us by one Savarit, an inhabitant of Pointe-aux-Trembles, proprietor of the wind and water mills in the seignior of Neuville, sold to him with the right of *banalité* by the Abbé de Lotbinière, acting as well for himself as for his co-heirs, by deed before Du Breuil, royal notary, in the *prévôté* of this town, the 29 June 1720, praying us to allow the petitioner to bring before us certain persons named Godin, Lefèvre, François and Jean Le Rocher and Vesines, to explain their reasons for not bringing their grain to be ground at the mills of the petitioner, although they are bound to do so, instead of going to that of the Sieur Dauteuil, and to have them condemned to pay to the petitioner toll upon the grain they may have carried to the said mill within the last two years, with prohibition to them, and to all others of the said seignior, to carry their grain to be ground elsewhere than at the mills of the petitioner, and condemn them to the customary fine and to all costs, damages and interests;

Our ordinance of the 18th of the present month, ordering the parties to be summoned before us on the wednesday next ensuing, at nine of the clock in the forenoon, being at the bottom of the said petition, the said ordinance to be served by the first officer of the place, without costs;

The notice thereof given by Jean Baril, on the 19th of the same month, to the persons named in the said petition, and as none of them have appeared on the day and hour indicated, the said Savarit requested us to note the default and to adjudicate in his favor upon the demand;

Seeing which, we have noted the default of the said Godin, Lefèvre, François and Jean Le Rocher and Vesines to appear, and we have condemned them to pay him, the said Savarit, toll upon all the grain they shall have had ground elsewhere than at his mills, during the last two years, according to the estimation to be made by the rector and captain of militia of the place, forbidding them, and all other inhabitants of the said seignior, from henceforth carrying their grain to be ground elsewhere than to the mills of the said petitioner, under penalty of paying the same dues as those they would be bound to pay if they had it ground there, and also of paying a fine of 10 livres.

Thus ordered, &c.

Done at Quebec, on the twenty-second day of November one thousand seven hundred and thirty.

(Signed)

HOCQUART.

[Ord. from 1740 to 1731, No. 19, Folio 11.]

Ordinance allowing the inhabitants of St. Michel de la Durantaye, to build a mill to grind their grain, in default of the sieur Dauteuil, agent of the seignior of the said place, immediately making the necessary repairs to the old mill.

GILLES HOCQUART, &c.

Seeing the petition presented to us, by Louis Marie Fortin, Ignace Chamberlan and Gabriël Lacroix, acting both for themselves and for the other inhabitants of the fief de la Durantaye, parish of St. Michel, praying, for the reasons therein set forth, that we should be pleased to call before us the sieur Dauteuil, whom they now understand to be agent of the heirs of the late sieur and dame de la Durantaye, for the transaction of all the business they may have in this country, concerning their lands and property, that he may be held, in his said quality, to have a mill built to grind their grain, at the bottom of which petition is an ordinance of the 24th January last, ordering the same to be communicated to the said sieur Dauteuil, in his said capacity, so that he may give an answer in writing, within the shortest possible time.

The statement of the said sieur Dauteuil of the said 24th January, by which he offers to have the mill repaired by next spring, if we will authorize him to do it, and his request to us, to summon before us the sieur Gachet, for the purpose of condemning him to return the sums he has received for *cens et rentes* due on last St. Martin's day, and even the *lods et ventes* he may have received since the notice given him of the new power of attorney to the said sieur Dauteuil, which cancelled that of the said Gachet, for the purpose of being applied to the repairs of the said mill, which repairs the petitioner will have done without prejudice to the account to be rendered him by Gachet, of his administration during the time his power of attorney was valid.

And after having heard the said Gachet, who acknowledges the validity of the power of attorney of the sieur Dauteuil, and that his own powers have ceased from the day of the signification of the same,

Seeing the said power of attorney to the sieur Dauteuil, made at Nantes, the 21st May 1720; by dame Françoise Geneviève Morel, widow of the sieur Louis de Cadavan, as well in her own name, as acting for Charles Alexandre Morel de la Chaussée, and François Morel, her brothers, all children and heirs of the late sieur and dame de la Durantaye, and which power of attorney revokes the one they had given to the said sieur Gachet, and the whole being considered,

We do ordain that in conformity with his offers, the sieur Dauteuil, in his said quality, shall immediately repair the mill de la Durantaye, and in default on his part, we do allow the said inhabitants to build one at their own expense, upon the conditions stated in the decree of the king's council of state, of the 4th June 1686, enregistered at the superior council of this country the 24th October following; and as to the other

demands of the said sieur Dauteuil, we have sent the parties before the ordinary judges.

Thus ordered, &c.

Done at Quebec, the eighteenth day of February, one thousand seven hundred and thirty-one.

(Signed)

HOCQUART.

[Ord. from 1730 to 1731, No. 19, Folio 58.]

Ordinance condemning the inhabitants of Port-Joly, to pay the arrears of cens et rentes since 1725 and a capon, in kind or in money, according to the choice of the sieur de Gaspé, seignior of the said Port-Joly, for each acre, according to their location tickets or deeds of concession, and ordaining that all the inhabitants who have no deeds, shall be bound to obtain such deeds and furnish copies to the seignior.

GILLES HOCQUART, &c.

Between François Duval dit Dupont Lot, as well in his own name as for four of his children, François Pierre Jean, Pierre Chouinart, another Pierre Chouinart, his brother, the widow Chouinart, the widow Leclerc, Etienne Leclerc, Pierre Fortin, Louis Martin, Eustache Chouinart, François Durand, Joseph Fortin, all inhabitants of Port Joly, plaintiffs and defendants, appearing by Augustin Duval, Pierre Chouinart, the younger, the wife of Jean Belanger, Joseph Fortin and Eustache Chouinart, of the one part ;

And Pierre Aubert de Gaspé, seignior of Port Joly aforesaid, defendant and plaintiff, of the other part.

After it had been stated by the said inhabitants that they ought only to be held to pay their *cens et rentes*, to the said sieur de Gaspé, from the day upon which their lands were meted and bounded, in compliance with an article of a by-law of the superior council, an extract of which they submitted to us, signed by the sieur Daine, chief clerk of the said council, and that with respect to the capon, payable upon each arpent in front, it ought to be paid in kind and not in money, praying we may be pleased to give our order to that effect.

And after it had been, by the sieur de Gaspé answered that the said inhabitants having peaceably enjoyed their lands before the same were meted and bounded, the pretension to be dispensed from the payment of the arrears of *cens et rentes* due by them was unfounded ; that they could not deny that he had caused their lands to be bounded in 1725, and that the by-law of the council by them mentioned, only meant that the seigniors could not compel their tenants to pay their *cens et rentes* until such time as they should have caused their lands to be bounded ; and that the said council had by

no means declared grantees of lands free from the payment of the arrears of *cens et rentes*, up to the time that the boundaries should be given; that with respect to the capon due upon each arpent in front, the said de Gaspé was entitled under the terms of all the deeds of concession and location tickets which he had given to the said inhabitants, to take the said capon either in kind or in money at his option, which appeared to us upon reading the said deeds and location tickets, which were here exhibited to us, as well by the said de Gaspé as by the petitioners.

The said defendant further requiring that such of his said inhabitants who have not as yet furnished him with the titles of their lands, as they are obliged to do, shall be forthwith held to do so, and that they may also be ordered to reside upon their lands, within such delay as we may be pleased to fix, and in default of such residence, and after the expiration of such delay as aforesaid, that the lands of those who may be such defaulters, be re-united to the domain of the said sieur de Gaspé, conformably to the decree of His Majesty's council of the 6th July 1711.

That moreover, the said sieur de Gaspé is willing to procure the attendance of a surveyor upon the spot, to draw the lateral lines of each of the said inhabitants, if they are not satisfied with the lines and boundaries he has caused to be drawn at the time of the survey of each land, provided it be at their own costs and charges, according to the regulations of the council.

And having heard the parties, and having seen the deeds and promises of concession, together with an abstract of the said regulation of the council, dated the 11th May 1676, and upon the whole maturely deliberated :

We have ordained, and we do hereby ordain, that the said inhabitants shall be bound to pay to the said sieur de Gaspé, all the arrears of *cens et rentes* which have become due since the date of their promises and deeds of concession until this day, inasmuch as their lands have had boundaries since 1725, and that they have no reason to refuse to pay for the same; and also, inasmuch as they are not exempted from doing so by the decree of the superior council. And as to the capon which they are bound to pay for each arpent, we do ordain that the said inhabitants shall pay the same or its value in money, at the option of the said sieur de Gaspé, conformably with their promises and deeds of concession, to wit :—at the rate of fifteen *sols* for all the promises or deeds anterior to 1717, with a reduction of one fourth, according to the terms of the declaration of the king of 1730, and at the rate of twenty *sols* for the lands acquired since 1717; and adjudicating upon the demands of the sieur de Gaspé, we do hereby ordain that all the inhabitants who have no deeds, shall be bound, at once, to execute the same in his favor; and moreover that they shall reside upon their lands within a year and a day, as it is ordered by the decree of the King's council above mentioned; and in order that they may comply with the said decree, we are willing to grant them a new delay, which will run from the day of publication of these presents till next year, which delay having expired, we will declare that the lands of those who shall not then reside upon the same, be re-united to the domain of the said sieur de Gaspé, to whom we have granted *acte* of his offers to have the lateral lines of each inhabitant drawn, when

required, at their own costs and charges; and this ordinance shall be read and published in the usual manner.

Thus ordered, &c.

Done at Quebec, this 21st February 1731.

(Signed)

HOCQUART.

[Ordce. of 1730 to 1731; No. 19, folio 62.]

Ordinance which reunites to the domain of the Sr. de Rigauville, seignior of Bellechasse, the lands of several inhabitants, for having neglected to reside upon the lands conceded to them, within the time prescribed by the ordinance which had granted them a delay of nine months to do so.

GILLES HOCQUART, &c.

Having seen the decree of the King's Council, dated the 6th July 1711, by which His Majesty has ordered that, in default of the inhabitants of New France improving their lands and residing upon the same within one year after they shall have obtained the concession thereof, they shall be divested of their right of property, and such lands shall be reunited to the domain of the seignior by the intendants, upon the certificate of the rectors and captains of militia, establishing that such inhabitants have allowed more than a year to elapse, without improving the said lands, and residing thereupon; our ordinance of the 20th January 1730 by which, notwithstanding the complaint of the said Sieur Nicolas Blaise de Rigauville, Esquire, Seignior of Bellechasse, lieutenant of the troops and assistant major of the town and government of Quebec, now commanding in the name of the King at Niagara, that several individuals to whom he had conceded lands in his seignior since a number of years, did not reside thereupon, and had not improved the same, we were willing however to grant them a new delay of nine months that they might comply with the said decree of the King's Council, under the penalties therein mentioned; the publication and notification of our said ordinance, made at the church door of the church of Bellechasse after divine service in the forenoon, the 22nd february 1730, by Michon, bailiff; and upon what has been again represented to us that Timothé Paré, Prisque Poulin, Joseph Beausoleil, the widow Fortin, Jean Mercier dit le Frisé, the widow Guegnard, Joseph Lessard, the heirs of the Sieur Chabot, priest, Charlotte Emon, Lemarié and Guillaume LeRoy, who possess lands in the said seignior have taken no steps during the delay so granted to them to improve their lands, and to reside thereupon; as it appears by the certificates of the Sieur Grenet, rector, and of the Sieur Lemieux, captain of militia of the said seignior, dated the 20th January last, produced before us by Mde. de Rigauville, acting in the name of her husband in virtue of a power of attorney; having also seen the petition of the said Mde. de Rigauville, by which she requires that, inasmuch as the said delay by us granted to the said inhabitants has expired, we may be pleased to reunite the said lands to the domain of the said seignior, and having upon the whole maturely deliberated.

We, in virtue of the powers unto us granted by His Majesty, and in execution of the said decree of the King's Council, have declared and do hereby declare all the above named inhabitants divested of their right of property in the lands conceded to them as aforesaid, and situated in the said seigniory of Bellechasse, as having neglected to reside thereupon and to improve the same within the period assigned for that purpose, and we do hereby reunite the said lands to the domain of the said Sieur de Rigauville; and this ordinance shall be read, published and posted up at the church door of the church of the said seigniory after divine service of the forenoon, that the inhabitants therein named may not be ignorant of its contents.

Thus ordered, &c.

Done at Quebec, the twenty-fifth February, one thousand seven hundred and thirty-one.

Signed, HOCQUART.

[Ordce. of 1730 to 1731, No. 19, folio 70.]

Ordinance prohibiting all persons from shooting upon the Islands called Isles aux Oies, aux Grues, au Canot, Ste. Marguerite and Grosse-Isle, on pain of a fine of 10 livres and of confiscation of their arms and canoes to the profit of the Sieur de Tonville, seignior of the said island.

GILLES HOCQUART, &c.

Upon the complaint made us by the Sieur de Tonville, assistant major of the troops, seignior of Isles-aux-Oies, aux-Grues, au Canot, Ste. Marguerite and Grosse-Isle, that several inhabitants, as well of this city as of the said islands and neighboring parishes, take the liberty of shooting upon the said islands, although the seignior alone has that privilege by his titles; to all which he has requested a remedy:

We do hereby expressly prohibit any persons to shoot within the extent of the said islands and Seigniories, under any pretext whatever, without the permission of the Sr. de Tonville, under pain of a fine of 10 livres against the contravening parties and confiscation of their arms and canoes for the profit of the seignior.—And the present ordinance shall be read, published and posted in the usual manner.

Thus ordered, &c.

Done at Quebec, the twentieth day of March, one thousand seven hundred and thirty-one.

Signed, HOCQUART.

[Ordce. of 1731, No. 19, folio 123.]

Ordinance prohibiting any person from shooting and fishing upon the property of the Sieur de Senneville in the island called St. Paul, under a penalty of 10 lbs. payable to the General Hospital of Montreal, and on pain of confiscation of their arms and fishing tackle to the profit of the said Sieur de Senneville.

GILLES HOCQUART, &c.

Upon what has been represented to us by the Sr. Jacques LeBert, Esquire, Sieur de Senneville, captain of a company of marines in this country, seignior of the greater part of the Island called St. Paul, near Montreal, that a number of persons of the neighborhood take the liberty of shooting upon the land of the petitioner, and of fishing upon the beaches of the said island, to the prejudice of the petitioner, whose crops are trodden down, whose trees are stripped of their fruit by the sportsmen, and whose timber is exposed to be burnt by the fishermen, independently of the risk of his buildings being destroyed by fire by the negligence of such sportsmen, as has already happened, requesting us that inasmuch as, by the deed of concession of the said island and seignory, the right of shooting and fishing is granted to him by His Majesty, we may be pleased to prohibit any person from disturbing him in the enjoyment thereof; wherefore considering the complaint aforesaid and having seen the ordinances of our predecessors on similar complaints,—

We do hereby expressly prohibit any person from shooting or fishing in the extent of the property of the said Sieur de Senneville, situated in the Island called St. Paul, on pain of 10 *livres* fine, payable to the General Hospital of Montreal, and of confiscation of their arms and fishing tackle, to the profit of the said Sieur de Senneville;

And this ordinance shall be published wherever it may be necessary.

Thus ordered, &c.

Done at Quebec, the 6th July 1731.

Signed,

HOCQUART.

[Ordce. of 1730 to 1731, No. 19, folio 131.]

Judgment granting a certain right of fishing to the Widow Vachon, provided it be not prejudicial to the seignior, and condemning her to pay two thirds of the expenses, and Noel Giroux to pay the other third.

GILLES HOCQUART, &c.

Having heard the parties, we have ordered and declared that the said Widow Vachon shall enjoy the right of fishing in front of her land, but only between two parallel

lines, running north east and south west, one of which lines is marked A. B. on the annexed plan, without however causing any prejudice to the rights of the seignior, in case that by the deeds of concession, which have not been produced before us, the said parties have not the right of fishing.

We do further condemn the said Widow Vachon to paid two thirds of the expenses and Noel Giroux the other third, taxed against the latter at three *livres*, six *sols*, and eight *deniers*, and at six *livres* thirteen *sols* and four *deniers* against the Widow.

Thus ordered, &c.

Done at Quebec, the twenty-ninth day of July, one thousand seven hundred and thirty-one.

Signed, HOCQUART.

True copy,

HOCQUART.

[Ordee. of 1730, to 1731, No. 19, folio 151.]

Permission granted to the Sieurs LePage and DeBleury to cause to be cut down upon several seigniories 2000 cubic feet of oak timber to build a ship of 500 tons for the King's service.

GILLES HOCQUART, &c.

Permission is given to the Sieur LePage to cause to be cut down in the seigniories of Berthier and Daütray 2000 cubic feet of oak timber, according to the specifications and models we have caused to be given, to build a ship of 500 tons which the King wishes to be constructed in Quebec, which said timber shall be conveyed in rafts in the River St. Charles, in front of the Palace of this city, to be received and inspected in the usual manner.

This permission is granted conformably with the reservation of such timber, for the uses of His Majesty, on the lands and seigniories of this colony ;

We do hereby request and order the captains and other officers of the place, and all others it may concern, to help and assist, if necessary, the said Sieur LePage in the cutting of the said timber, on his paying a reasonable salary to those he may employ.

Done at Quebec, the 5th October 1731.

Nota—Similar permission has also been given to the Sr. DeBleury in the seignior of Chambly, and in the rear of the seignior of Longueuil, adjoining the said seignior of Chambly, and also along the River Sorel, on each side thereof, for a space of three leagues from the seignior of Chambly, down the said River Chambly.

Signed, HOCQUART.

[Ord. of 1732, No. 20, Folio 33.]

Ordinance which maintains the Sieur de St. François in the enjoyment of the right, granted to him and his predecessors, by deeds dated the 20th April 1662 and 28th October 1678, and which prohibits any person from fishing within the limits of his lands, islands and beaches, the islands called Isles Percées, and those in the chanel called Chenal du Moine, &c., on pain of 10 livres fine against the contravening parties, and of confiscation of their nets, canoes and other fishing implements.

GILLES HOCQUART, &c.

Between Claude Pinard, captain, and Jacques Gamelin, lieutenant of militia, of St. François du Lac, together with Pierre Abraham, Louis Pinard, Veronneau, the elder, La Boterie, Guillaume Cartier, Eustache Gamelin and Veronneau, the younger, all inhabitants of St. François aforesaid, plaintiffs, of the one part;

And the Sieur Joseph Crevier, as well in his own name as in the name of his co-heirs, proprietors of the fief and seignior of St. François, defendants, of the other part.

Having seen the petition presented to us by the said officers of militia and inhabitants above named, in which they state that the said Sieur de St. François has prohibited them, since the fall of 1730, from fishing as they were in the habit of doing since 40 years and upwards, in lake St. Peter; that he has leased the right of fishing in a portion of the said lake to one single individual, which they pretend not to be within his domain, to the prejudice of the other inhabitants of the said seignior, who used to support their families by their fishing; that the said Sieur de St. François has founded his pretensions in that respect upon an ordinance of the late Mr. Demeule, intendant in this country, dated 1st August 1683, prohibiting every person of whatsoever rank and quality from fishing and shooting in the river St. François and within the dependencies of the said seignior, under the penalties therein mentioned; the said inhabitants stating moreover that the said seignior has no right to prevent them from fishing on the spot in question, which is the uppermost portion of the lake, on the south side, where the rivers of St. François, d'Yamaska and of the Chenal du Moine empty themselves.

The said petition having for its object, for the reasons therein contained, that we may be pleased to restore to the said inhabitants the right of fishing in the said lake, and namely in that portion thereof above described, without it be in the power of the seigniors of St. François and Yamaska to prevent them from doing so, nor without their being obliged to demand the permission of the said seigniors or to pay any rent, which the said seigniors, for several years, have exacted.—The conclusions of the said petition based upon four different grounds:

The first ground being that the ordinance of Mr. Demeule never concerned the inhabitants of St. François, but only those of Three Rivers and others, who used to come to fish and shoot near the residence of the late Sieur Crevier, the first seignior, and within a territory undoubtedly forming part of his seignior;

The second is that the fishing ground wherein the said Sieur Crevier pretends now to prevent them from fishing is not within his domain, it being beyond the fourth of a league granted to him by the King in the river St. Lawrence; but that it belongs to the King who is willing to leave it free to every one of his subjects for their maintenance, and that, in lieu of one fourth of a league, the said Sieur de St. François enjoys more than five leagues;

The third is that even if this spot is within the domain of the seigniority of St. François, the seigniors could not interdict the fishing to those inhabitants who are willing to pay a certain duty;

Lastly, that they are sufficiently burthened with a heavy rent for a common which is overflown almost every year until mid-summer, and which causes them such injury by the overflowing of the water which prevents the sowing of lands in the spring, that it is but just they should be indemnified for these disadvantages by the right of fishing, which they have enjoyed until now.

The said petition signed by the above named inhabitants of St. François, the 22nd April 1731.

At the bottom of which petition is our ordinance dated the 5th May of the year aforesaid, ordering that communication should be given of its contents to the parties interested, to be heard before us the 25th June next, and service thereof made to the said Sieur de St. François the 25th May 1731, by De la Fosse, a bailiff, together with a summons to appear before us the 25th June.

The written defence made in answer to the said petition by the said Sieur Joseph Crevier, in his quality aforesaid, founded upon two different grounds:

The first, that the proprietors of the fief and seigniority of St. François have a right of fishing within the limits of their seigniority, to establish which fact they have produced the following titles, to wit:

The title of the said seigniority granted by the late Mr. de Lauzon, councillor of state, to the late Sieur Boucher de Gros-Bois, as having the tutorship of his grand children, the said title dated the 20th April 1662; in whose rights the grandfather of the said Sieur de St. François stood, and by which title, was granted to the said Sieur Boucher, the river St. François and all that portion along the St. Lawrence, half way to the mouth of the river called *Rivière des Iroquois*, which empties itself in the St. Lawrence, and one league in depth in the seigniority of La Cytière, belonging to the said children, in New France, together with the islands and beaches opposite the said seigniority, with the right of fishing within the limits of the said grant, to the distance of a quarter of league in the river St. Lawrence, between the said islands and the main land;

The ordinance from Mr. Duchesneau of the month of September 1677, by which all persons are prohibited from shooting upon the lands of the said seigniority of St. François, and from fishing in that part of the river of that name, which belongs to the said Sieur Jean Crevier, being two leagues in front and one quarter of a league in the river St. Lawrence, on pain of 100 livres fine, etc.;

Two titles written on parchment, of the 8th and 10th October 1678, by which Messrs. Le comte de Frontenac, governor general, and Duchesneau, intendant, have granted to the late Sieur Crevier, the grandfather of the defendant, an augmentation of land of one league in depth along the river St. François, together with the islands opposite the same, and one league in front on the north side of the said river, to run from the extremity of the land of Mr. de la Lussaudière, and also the lands which lie on the south side of the said river, to run from his seigniory of St. François until it reaches the property of the Sieur de la Vallière, to enjoy the same together with the right of administering justice (*haute, moyenne et basse justice*), right of shooting and fishing within the limits of the said grant;

The patents of confirmation of His Majesty in favor of the said defendant for the said concessions, dated the 23rd May 1701, by which the right of shooting and fishing is also granted in conformity with the said deeds of concession.

The second ground alleged by the Sieur de St. François in his defence is that the place wherein the said inhabitants pretend to have the right of fishing, is comprised in his title and belongs to him.

To prove this fact he alleges that the predecessors of the said inhabitants were well aware of the situation of the place, and well knew that the river St. François is about the extremity of lake St. Peter, that there are beaches or *battures* between the islands, and there are also bays and a great number of islands formed by channels, the most considerable of which is what may properly be called the St. Lawrence and is known under the name of "Chenal des Barques," and from this the said Sieur de St. François argues that the plaintiffs have no right to contend for the right of fishing within the limits in question, inasmuch as by the title granted to him by Mr. de Lauzon, bearing date the 20th April 1662, the right of fishing is given to him to be exercised upon the beaches and *battures* to one quarter of a league in the St. Lawrence, and that those *battures* extend to the Chenal des Barques, which is in fact the St. Lawrence, which extent of ground, in summer, is left dry and can be crossed on foot.

And the said Sieur de St. François further alleges that, if the entry of the bays of St. François and Yamaska is between the river St. François and the river Yamaska and the channel called "Chenal Lemoine," it cannot be contended that this portion of territory is not within the limits of the seigniory of the river St. François, and to establish this fact, he produces two letters, to wit:

The *procès-verbal* written on parchment, made by Mr. Duchesneau, intendant, the 28th October 1678, of the admission to fealty and homage of the late Sieur Crevier, grandfather of the defendant, and in which is comprised the ordinance of the said Sieur Duchesneau, ordering that the said Sieur Crevier, his heirs and assigns, shall enjoy the said river St. François from the channel called "Chenal Tardif" to the river Yamaska, otherwise called "Rivière des Savanes," with the islands opposite the Chenal Lemoine and those called "Isles Percées," in the place granted to him by the said Comte de Frontenac and Mr. Duchesneau, together with the right of fishing within the

limits thereof to the distance of one quarter of a league in the river St. Lawrence, between the islands and the mainland.

The other document produced by the said Sieur de St. François is an ordinance of Mr. Demeule, intendant, successor to Mr. Duchesneau, dated the last day of August 1683, and rendered upon the complaint of the late Sieur Crevier, grandfather of the defendant, by which all persons are prohibited from shooting upon the lands of the said seignior and from fishing within the territory which is laying from the Chenal Tardif to the river Yamaska, otherwise called "Rivière des Savanes, Isles Percées," and those in the channel called "Chenal Lemoine," under a penalty, against the offenders, of a fine of 100 livres and the confiscation of their arms, nets and canoes.

And the defendant, in answer to that portion of the plaintiffs' petition concerning the amount claimed by him from his inhabitants for leave to fish within the limits of his concession, observed that they were compelled to admit that the highest charge made by him, up to this day, was only six livres a year, which is a very moderate price, but which most of the inhabitants have nevertheless refused to pay, pretending that such leave ought to be granted them free of charge, and this had obliged the said Sieur de St. François, for the purpose of preserving his rights, of letting the whole fishery to one individual.

For all the reasons above stated, the defendant prayed for the dismissal of the conclusion of the plaintiffs' petition, and that we should maintain the defendant and his co-heirs in the possession and enjoyment of the said right of fishing, throughout the whole extent of their concessions to which that part of the lake claimed by the inhabitants belongs, according to their said titles and to the confirmation thereof granted them by His Majesty the 23rd May 1701; and that we should order the judgements given by our predecessors, in relation to the said right of fishing and hunting to be put in execution under the penalties therein mentioned, and also that the plaintiffs be condemned to pay the costs of the action and the travelling expenses of the defendant.

After which defence and conclusions, the said Sieur de St. François having become, in his said quality, incidental plaintiff; prayed that the said inhabitants should be held to give the day's work they had been condemned to give by the ordinances of Messrs. Demeule and de Champigny, dated the 3rd May 1685 and 8th November 1688, to put the common in good order, and make a clearing round the mill of the seignior;

And seeing all the above mentioned titles and papers, and the plans of the places in question, given us by each party, and, for the purpose of coming to a clearer understanding, having prayed of Monsieur de Bécancourt, governor of Three Rivers, to go upon the ground and ascertain if the lake above designated, in which the plaintiffs contest the right of their seigniors to fish, is really within the limits of the concessions made to the ancestors of the defendant, as he pretends it is, and for that purpose having sent to the said Sieur de Bécancourt the petitions, titles and papers of the parties, authorizing him to obtain the assistance of a surveyor, if necessary;

Seeing the *procès-verbal* of Antoine Le Pellé dit Desmarets, sworn surveyor chosen by the said Sieur de Bécancourt for the purpose of verifying, in his presence and in that of the parties, the said *procès-verbal*, dated the 17th August 1731, which states, among other things, that from the end of *L'Isle aux Cochons* as far as some reeds which appear to form a bank, there are about 30 acres, the said *procès-verbal* signed by us *ne varietur*; seeing also the opinion of Mr. de Bécancourt, governor of Three Rivers, who went upon the spot;

The parties on both sides being heard, and everything considered:

We have maintained the said Sieur de St. François, in his quality aforesaid, in the enjoyment of the right of fishing granted to him and to his ancestors by his titles of the 20th April 1662 and 28th October 1678.

Having done which, we prohibit the said inhabitants and all others from fishing within the limits of the said concessions, isles, islets, *battures*, Isles Percées and those of the Chenal du Moine, as above mentioned and described, and within the limits of a quarter of a league granted to the seignior of St. François, according to the said titles, which state that the said quarter of a league shall begin at the end of the said *battures*, isles and islets, and run towards land, the whole under the penalty of a fine of 100 livres against the offenders, and the confiscation of the nets, implements, canoes and fishing utensils belonging to them.

The said inhabitants shall however be at liberty to fish in the water beyond the said above mentioned quarter of a league, commencing at the most southerly out let of the river St. François and going towards the Chenal Tardif, and in the river St. Lawrence beyond the said *battures*, isles and islets above mentioned, without however making a pretext thereof to trouble or disturb the said Sieur de St. François in the fisheries he may establish in the places we have declared to belong to him;

And as to the incidental demand of the said Sieur de St. François to have the inhabitants bound to give the *corvées* and *découvertés* upon the common, we shall withhold giving judgement until he has proved the titles upon which he rests his demand.

Thus ordered, &c.

Done at Quebec, on the twenty-seventh day of March one thousand seven hundred and thirty-two.

(Signed)

HOCQUART.

[Ord. of 1733, No. 21, Folio 32.]

Ordinance which establishes the limits of the right of fishing of the sieur Crevier, seignior of St. François, and which gives permission to his inhabitants to agree with him for an annual rent for the privilege of fishing within the said limits.

GILLES HOCQUART, &c.

Upon the contestation again arising between Claude Pinard, captain, and Jacques Joseph Gamelin, lieutenant in the militia of the river St. François, acting both for themselves and for the other inhabitants of the said river; and the sieur François Crevier, seignior of the said place, concerning the execution of our ordinance of the 27th March 1732, which settles the right both of the sieur de St. François and of the inhabitants, in relation to the fishing at that place.

The parties having appeared before us this day, and after coming to a conclusion as to the execution of our ordinance, and the said Pinard and Gamelin, acting as aforesaid, having complained that the sieur de St. François had changed the disposition of our ordinance, first, by not commencing the boundary at the *Pointe des battures*; secondly by starting from any point of the compass he pleased, and then changing it at his will, without observing any line; thirdly, in not having put up a permanent boundary, as he should have done, and that the said sieur de St. François wishes to take away one of the four outlets of the river St. François, and particularly the most southernly one.

In answer to which, the sieur de St. François exhibited to us a *procès-verbal* of measurement made by the sieur Desmarets, sworn surveyor, dated the ninth December last, by which the limits of the fishery granted to the said sieur de St. François are marked out in conformity with our ordinance, in presence of the parties or after due notice given.

We have homologated the said *procès-verbal*, and have signed it, *ne varietur*, so as to give it full force and entire execution, and the said sieur de St. François shall be bound to place and maintain posts and pickets along the said limits, and for the explanation, as far as necessary, of our ordinance of the 27th March 1732, we order that the most southernly outlet of the river St. François is the nearest to the Bay St. François, and our said ordinance of the 27th March 1732 shall be executed according to its tenor and effect, without which the said inhabitants would rather settle amicably with the said Sieur de St. François, for an annual sum or by paying according to the quantity of fish taken, so as to have full liberty of fishing in all the places conceded to or belonging to the said sieur de St. François.

Done at Quebec, the 10th March 1733.

(Signed)

HOCQUART.

[Ord. of 1733, No. 21, Folio 43.]

Ordinance enjoining the sieur Savarit to place a regular miller in his mill, to keep scales and stamped weights therein, and allowing the inhabitants to carry their grain to be ground elsewhere, after leaving it at the said mill for twice twenty-four hours. &c.

GILLES HOCQUART, &c.

Seeing the petition presented to us, by Pierre Savarit, inhabitant of Pointe-aux-Trembles and proprietor of the banal mill, worked by wind and water, situate in the seigniory of Neuville, stating that he had heretofore presented us a petition to be allowed to bring before us certain persons, named Godin, Lefevre, François and Jean Le Rocher and Vezina, that they might give their reasons for not bringing their grain to be ground at the mill of the petitioner, although obliged so to do; that the above named not appearing to answer our order at the bottom of the said petition and of which they had received notice, we have allowed default to be recorded on the 22nd November 1730 and condemned them to pay the petitioner the toll, *mouture*, of all the grain they have caused to be ground elsewhere than at his mills for about two years last past, with prohibition to them and all others, inhabitants of the said seigniory to go elsewhere than to the mills of the petitioner, under pain of paying the same toll and also a fine of ten *livres*, which condemnation the said Godin and Lefevre had not satisfied, although the other three have; that since the said condemnation, the other inhabitants, far from fulfilling their duty, do more than ever carry their grain to other mills, and among the number are François Pelletier, Pierre Lauriau, the younger, and Joseph Pluchon, the petitioner praying, inasmuch as he pays every year a rent of one hundred and eighty bushels of wheat, has a large family dependant upon him, and for the other reasons stated in his said petition, that we may be pleased to order the said Godin and Lefevre to pay the toll of the grain they have had ground elsewhere than at his mill, and to a fine of ten *livres*, and that the said François Petit, Pierre Lauriau, the younger, and Joseph Pluchon, do also pay the toll of their grain and a fine of ten *livres*, in default of having taken it to the petitioner's mill, and to order that all those who shall come there henceforth, be condemned to the same penalties.

Our ordinance following the said petition of the 24th December last, ordering it to be communicated to the parties, that they might appear before us on the Wednesday after Epiphany at nine o'clock in the morning.

Our preceding ordinance rendered by default, the 22nd November 1730, together with the said petition, a paper writing given as an answer to the petition of the said Savarit, and presented to us the 7th January last, the day of the appearance of the parties, by the said Godin and Pelletier, the said paper writing made in the name of eight of the inhabitants of the said seigniory of Neuville, and containing all the heads of complaint of the said inhabitants against the said Savarit, and their reasons in answer to his demand, praying us to admit them as opposants against the default obtained in his favor on the 22nd November 1730, and to order, in the event the said Savarit should deny the facts stated by the petitioners, which are that his mills, worked by water, do not at present make flour, and that his wind-mill is not in good order

so as to supply the want of the public; that an examination be made of the said mill by such person as we shall be pleased to name, which person shall prepare a report of the state of the said mills, so that from the report made thereof, we may know the truth of the statement made by the petitioners: that if the said Savarit agrees that his mills are in the state mentioned by the petitioners, we may be pleased to dismiss the demands made upon them by the said Savarit, granting them the liberty of taking their grain to be ground elsewhere, and that he be condemned to pay the costs and also their travelling expenses, the said petition signed by Jean Godin and François Pelletier.

Our ordinance of the 7th January last, by which, before proceeding to judgment, and seeing the conclusions taken by the defendants, we had ordered the sieur Boiscler, grand-voyer, to go upon the spot and prepare a report of the state in which the mills of the said Savarit are at present, if they are supplied with scales and stamped weights and to obtain the other necessary knowledge relative to the respective demands and complaints of the parties, and for that purpose to obtain the assistance of the captain and two officers of the militia of the place, so that a report being had, we may make the necessary orders, the travelling expenses being first advanced by the defendants, saving to them their recourse for such expenses; the report, dated the 13th of January last, upon the visit of the grand-voyer to the mills of the said Savarit, made in execution of our said ordinance, all being considered:

We ordain that the said Savarit shall be bound to place in his wind-mill a miller by trade and no other, who shall live in the neighborhood of the said mill, so that he may at all times, take care of it, receive the wheat from the inhabitants and return them the flour when it is ground, and also to keep in one of his mills worked by water and in his wind-mill, a scale and stamped weights of iron, and not of stones of which the weight is not known, and to keep the said mills in good order so that they can grind when there is wind or water.

And as to the inconvenience brought under our consideration by the inhabitants, to the effect that when the wind fails for the wind-mill, or water for the other mill, the said Savarit wishes them to carry their grain from one mill to the other, as often as three different times;

We ordain that in that case the said Savarit shall be bound to carry the wheat at his own cost and expense, and in default of his doing so, we allow the inhabitants to carry their grain to be ground where they please.

We also order the said inhabitants to carry the grain they may require for their own subsistence, to be ground at the mills of the said Savarit, as being in the place and stead of the seignior, and to leave it there during twice twenty-four hours in either of the mills, after which time they will be at liberty to take it away and carry it where they please, without the said Savarit or his representative having any right to demand toll; in conformity of the decree of the superior council of this country of the 1st July 1675, in relation to banal mills.

We charge the said Savarit faithfully and promptly to serve the said inhabitants, in preference to all citizens and traders, and to keep his mills provided with all necessary implements, under penalty of an arbitrary fine and heavier penalties if necessary.

As to the other demands of the parties respectively, we have discharged them therefrom without day.

We condemn the said Savarit to pay the travelling expenses of the grand-voyer.

We command the officers of militia in the said place to look to the execution of the present ordinance and that the rules of police be observed in relation to it, and that these presents be read and published in the usual manner, so that no person may be ignorant of the same.

Done at Quebec, at our residence, the 20th March 1735.

(Signed) HOCQUART.

[Ordce. 1733, No. 21, folio 95.]

Ordinance condemning the inhabitants of Portneuf to furnish to the Sieur Charles LeGardeur de Croisille, copies of their deeds of concession within a month, and those who have none to take them within the same delay and also furnish copies, under the terms therein contained, and condemning them also to pay the arrears of cens et rentes, according to the old deeds, the corvées being only demandable for the current year.

GILLES HOCQUART, &c.

Upon the petition presented to us by the Sieur Charles LeGardeur de Croisille, seignior of Portneuf praying us for the reasons therein mentioned, to order all the inhabitants of the Seignior of Portneuf to give him copies in due form, of the concessions they hold from him or from his ancestors, and that such of the said inhabitants who have no deeds or location tickets, be bound to procure deeds of concession before notaries, in conformity with the old titles, with the clauses of *corvée* and *cens et rentes* therein contained, and of paying the eleventh fish for the right of fishing upon their *frontage*, and that the said inhabitants be also held to pay him the arrears of *cens et rentes* due; we have caused Pierre Moriset, Jean Charles Brière, Adrien Pichet and Pierre Richard, all inhabitants of Portneuf, acting both for themselves and for the other inhabitants of the said seignior, to appear before us, and after hearing their defence, and seeing the deed of concession to Jean Catelan, in the barony of Portneuf, dated 3rd November 1684.

And another to Mathurin Cormeau, also inhabitant of the said seignior, dated 23rd April 1615, and the whole considered

We have condemned those inhabitant of the said seigniory, who have deeds of concession, immediately to furnish to the said Sieur de Croisille, copies of the same in due form, during the present month, and not later. And as to those who have not taken them, they shall be bound to procure them within the same delay, and also to furnish copies to the said Sieur de Croisille, and under the same clauses and conditions as those contained in the two deeds above cited, unless they would rather submit to the rent of thirty *sols* and one capon for each arpent in front by forty arpents in depth, of six *deniers* of *cens* and the eleventh fish, which choice they will be bound to make at the passing of the deed, or leave the choice to the said Sieur de Croisille,

We also condemn all the said inhabitants to pay the arrears of *cens et rentes* due by them according to their deeds, without however obliging them to pay the arrears of the *corvées*, but merely those due the present year.

Thus ordered, &c.

Done at Quebec, the 20th July 1733.

Signed, HOCQUART,

[Ordinance of 1733, No. 21, folio 109.]

Ordinance prohibiting the Sieur Joseph Roy from receiving the inhabitants of the seigniory of Beaumont at the mill built by him in the seigniory of la Dame de Vincennes, unless they have permission in writing from the Sieur de Beaumont, under a penalty of ten livres, and enjoining the said Sieur de Beaumont to put his mill in a condition to make good flour, and have scales in it.

GILES HOCQUART, &c.

Seeing the petition presented to us by Charles Couillard, seignior of Beaumont, stating that for more than sixty years he has been in possession of this fief without interruption and of the right of *banalité* in the mill built there;

That recently one Joseph Roy, one of his inhabitants, has built a mill in the seigniory of the Dame de Vincennes of whom he is also an inhabitant.

That the petitioner is ignorant of the title under which the said Roy has undertaken this, but as several proprietors of fiefs are about to bring their complaints before us in relation to this, he will merely state to us the injury which he in particular suffers, which is that the said Joseph Roy, being an inhabitant of this petitioner and of the Dame de Vincennes, induces a portion of the petitioner's inhabitants to go his mill, which is contrary to the right of the petitioners, to the custom in relation to banal mills, and to the clauses contained in the deeds of concession of the petitioner's inhabitants, which expressly oblige them to carry their grain to be ground at the seigniorial

mill, which most of them have not done for more than a month, which causes him considerable injury.

For these causes the petitioner prayed us to grant him an order calling upon the said Roy to appear before us that he might be condemned to pay such fine as we would please, for having received the said inhabitants of Beaumont at his mill and grinding their grain in it, to prohibit him from doing the same in future, under such penalty as we should please to inflict, and to order the said Roy to declare the names of the inhabitants of Beaumont whose grain he had ground and the quantity of the grain so ground saving to the petitioner his right of proving more, and to condemn the inhabitants of Beaumont who have been to the mill of the said Joseph Roy to pay the petitioner, their seignor, and who has a right of *banalité*, the toll of the grain they have taken there, with such fine as we should be pleased to impose;

And further to prohibit them from henceforth taking their grain to be ground to any but the seigniorial mill, under penalty of the seizure of their grain, of a fine and such other condemnation as we shall be pleased to order; that the said Sieur de Beaumont be allowed to publish and post up at the church door of the said place, the ordinance to be made in the premises, so that no body may be ignorant of its effect.

The said petition signed by the petitioner, and having at the bottom of it our ordinance of the third of this month, to the effect that the same might be communicated to the said Joseph Roy, and that he might answer and appear before us on thursday, the 15th of this month, upon which day, the parties having appeared, the said Joseph Roy, in defence, stated that the mill of the seignioriy of Beaumont being unable to turn out good flour on account of the millstones, the said Sieur de Beaumont had allowed his inhabitants to take their grain elsewhere to be ground;

That it was only upon this verbal permission that the defendant had received the said inhabitants at his mill and that he had not induced them to come to it.

That he was further persuaded that it was not against the mill of the Sieur de Beaumont; that he had acted, because he the defendant being an inhabitant of his, had never had his grain ground at the banal mill, the said Sieur de Beaumont having always allowed him to have his grain ground where he pleased, in consequence of the bad state his mill was in and inasmuch as it had no scales;

Further that as the Sieur de Beaumont disapproves of his inhabitants going to the defendant's mill, he will not receive any more of them without permission in writing given to them by the said Sieur de Beaumont.

The parties being heard and every thing considered, we prohibit the said Joseph Roy from receiving any of the inhabitants of the seignioriy of Beaumont in the mill he has lately caused to be built in the seignioriy of the Dame de Vincennes, without the consent in writing of the said Sieur de Beaumont, under a penalty of ten *livres*, we also prohibit the said inhabitants of Beaumont, under the same penalties, from taking their grain to be ground elsewhere than the banal mill of the said seignioriy.

We command the said Sieur de Beaumont to have his banal mill put in order so as to make good flour, and to have scales and stamped weights therein.

Thus ordered, &c.

Done at Québec, the 15th of December 1733.

Signed, HOCQUART

[Ordinance of 1734, No. 22, folio 2.]

Ordinance prohibiting all the inhabitants from cutting down and carrying away any wood for their own use, upon the unconceded lands of the seigniorie of Beaumont and Vincennes, other than the quantity necessary for the building of the church of Saint Etienne de Beaumont.

GILLES HOCQUART, &c.

Upon the information given us that, under pretext that the rector, churchwardens and inhabitants of the parish of St. Etienne de Beaumont, had intended to ask leave to take pine and cedar timber from the unconceded lands in the said parish, beyond the depth of the seigniorie of Vincennes, for the building of the church of the said seigniorie of Beaumont, some of the said inhabitants had commenced, before hand and without leave, to cut down pine and cedar trees for their own use, and even for the purpose of trading, an abuse which it is important to put an end to;

In granting leave to the said rector and churchwardens, as requested, to take pine and cedar timber from the places above mentioned, for the building of the said church of Beaumont:—

We expressly prohibit all the inhabitants of the said place to take any timber for their own use, under the penalties set forth in the ordinances made by our predecessors and by ourselves; we enjoin the said churchwardens to prepare a statement of the quantity of each kind of timber that may be necessary for the building and finishing of the said church, so as not to exceed that quantity; the said timber to be drawn out by the said churchwardens and according to the portion allowed to each inhabitant.

We command the captain and other officers of militia in the said place to look closely to the execution of the present ordinance, which shall be read and published in the ordinary manner so that no person may be ignorant of the same.

Done at Québec, the ninth of January 1734.

Signed, HOCQUART

[Ord. of 1734, No. 22, Fôlio 21.]

Ordinance granting to the Dame widow Poisson, proprietress of the fief of Gentilly, a delay of 2 years to build a banal mill in the said fief.

GILLES HOCQUART, &c.

Seeing the petition to us presented by Jean and Michel Billy, Joseph Viens, Joseph Beaufort and François Rivard dit Lavigne, inhabitants of the fief of Gentilly, which is situate opposite to Champlain; the said Lavigne acting for the other above named inhabitants, for the purpose of inducing us, for the reasons therein mentioned, to command the widow Poisson, proprietress of the said fief of Gentilly, in the name and as tutrix to the Sieur Poisson, her eldest son, immediately to build a grist mill in the said fief for the use and advantage of her tenants, otherwise and in default thereof, that she be deprived, in her said quality, of the right of *banalité*, and that the said Rivard Lavigne, one of the petitioners, be allowed to build a mill, which he offers to do at his own expense, and keep the same in good order and condition, himself, his heirs and assigns for ever, so that it will supply the wants and necessities of all the inhabitants of the said fief; and, in that case, the said Rivard shall enjoy the right and privileges of a banal mill;

Our ordinance of the 3rd February last, being at the bottom of the said petition, ordering it to be communicated to the said Dame Poisson, so that she might answer the same in the course of the said month, otherwise and the said delay expired, that the demand of the said inhabitants may be complied with; the said petition and ordinance being notified to the said Dame Poisson by Pollet, a bailiff, on the 17th of the said month of February, the answers in writing of the defendant not being served;

The parties in their said qualities having appeared before us, and being heard respectively, everything considered, with the consent of the said Rivard Lavigne, acting as aforesaid, we have granted to the said widow Poisson, acting also as aforesaid, a delay of two years from the day of the signification of the present ordinance, to procure the means to build the banal mill, as required by the said inhabitants of the seigniory of Gentilly, after which period we shall order what may be right and proper.

Thus ordered, &c.

Done at Quebec, the 10th March 1734.

(Signed)

HOCQUART.

(Ord. of 1735, No. 23, Folio 47.)

Ordinance prohibiting the inhabitants living near the farm of Michel Billy, at Gentilly, and other persons, from fishing in front of the said farm, upon penalty, against the offenders, of all costs, damages and interests, and of a greater penalty if it be found necessary.

GILLES HOCQUART, &c.

Upon the complaints made to us by Michel Billy and Marie-Jeanne Rouillard, his wife, inhabitants of the seigniority of Gentilly, that a number of inhabitants, their neighbours, particularly François Rivard, Joseph Vien and others, disturb them in the fishery in front of their lands, which belong to them in virtue of their deed of concession passed before Normandin, notary at Three Rivers, the 15th July 1707, and on their own authority spread nets there, notwithstanding the prohibitions and resistance of the petitioners, by which the petitioners are greatly injured; and as the said inhabitants have no right to fish in the limits of the petitioners' concession; they pray us to remedy the same by prohibiting the said inhabitants and others from fishing, at any time, in front of the land of the said petitioners;

Regard to all which being had, and seeing the deed of concession above mentioned, we expressly prohibit all the inhabitants in the neighborhood of the land of the said petitioners, and all others, to put out nets or lines in front of the said land, or to disturb them in the possession and enjoyment of the fishery granted to them there by the deed above mentioned, on pain of all costs, damages and interest, against the offenders, and of a greater penalty if the like occur again.

Thus ordered, &c.

Done at Quebec, the 18th June 1735.

(Signed)

HOCQUART.

(Ord. of 1736, No. 24, Folio 122.)

Ordinance declaring the offers made by Pierre Lanouette to Mr. de la Pérade, seignior of Ste. Anne, good and valid, and in default of the said seignior accepting the lods et ventes, arrears of cens et rentes offered, the said Lanouette well and duly discharged therefrom, and the present ordinance to be a titre-nouvel and seizin to him.

GILLES HOCQUART, &c.

Seeing the petition presented to us by Pierre Lanouette, an inhabitant of Ste. Anne, praying for the reasons therein contained, and the tender and notification annexed to it, and the answers of the Sieur de la Pérade, that we would be pleased to declare the said offers good and valid, and to order that, within eight days, he shall be bound to

accept the said tender, with the deduction, however, of the sum of 33 *livres*, 12 *sols*, 6 *deniers*, which he owes the petitioner for costs adjudged to him by us, before this time; also that the said Sieur de la Pérade do receive the capons, chickens and wheat, in conformity to the said tender, that he be also bound to register (*ensaisiner*) the deed of acquisition by the petitioner of the said farm, dated the 20th September 1723; and in default of doing so, that our ordinance of the 25th September last be held equivalent to such seizin, and also that, in default of the said Sieur de la Pérade receiving the said sum so tendered, with the deduction above mentioned, with the said *cens*, capons, chickens and wheat, the petitioner be fully and entirely discharged, and the said Sieur de la Pérade condemned to pay such travelling expenses of the said Lanouette, both going and returning, as may be assessed by us.

The signification made to the said Sieur La Pérade of our ordinance of the 25th September last, by Polet, a bailiff, on the 8th of the present month; the offers made by the said Lanouette to the said Sieur La Pérade, by means of the said Polet, bailiff, on the said 8th day of the present month, to pay him immediately, in execution of our ordinance, to wit: the sum of 116 *livres*, 13 *sols*, 4 *deniers* for the *lods et ventes* of the land acquired by the said Lanouette from the Sieur and Dame Dorvilliers, the arrears of rent of the said land for thirteen years, to be computed from the 20th September 1723, date of the said deed of purchase, the said arrears consisting of 26 capons, 13 chickens, 6½ bushels of wheat; 1 *livre* and 6 *sols* of *cens*, deducting however from the above sum that of 33 *livres*, 12 *sols* and 6 *deniers* for costs adjudged by us in favor of the said Lanouette, against the said Sieur de la Pérade, by our ordinance of the 20th February 1731, and without prejudice to other costs adjudged in favor of the said Lanouette by decree of the superior council on the 20th March 1732, but which have not yet been taxed; the said Lanouette praying that, in consequence of his said offers to the Sieur de la Pérade, he be obliged to grant him seizin, and immediately grant *titre-nouvel* of the said land, etc.

The answer of the said Sieur de la Pérade, signed by him and given to the bailiff at the time the said offers were made, in which he states that the said Lanouette had been thirteen years without recognizing him as seignior of L'Isle St. Ignace, and without paying any *cens et rentes* in virtue of the ordinance of Mr. Dupuy, which has been signified to the said Lanouette by a bailiff, with a demand of payment; that he rejects the said offers made to him this day, and will accept them when he thinks proper, and that he will not receive either capons, chickens or wheat;

Another statement of a tender made in the afternoon of the said day, by the said Lanouette to the said Sieur de la Pérade, by the hands of the same bailiff, calling upon him to receive the money, capons, chickens, wheat and *cens*, the same as in the preceding tenders made the said day by the same bailiff, all which the said Sieur de la Pérade has declared to be null, the said Lanouette stating that, on the morrow, he would leave for Quebec, at the same time protesting touching all costs, damages and interest, on account of his departure for St. Anne, sojourn at Quebec and return;

Another answer of the said Sieur de la Pérade to the said bailiff, at the time of the signification of the second summons, in which answer the said Sieur de la Pérade states

he has no other answer to give the said Lanouette, than the one already given, that in the event he should accept our ordinance, the said Lanouette must pay for the capons at the rate of 15 sols a piece, that the said Lanouette may go to Mr. l'Intendant, and that it will be a matter of pleasure to him ;

Seeing and considering all which, in consideration of the said petition and in execution of our said ordinance of the 25th September last, we have declared the said tender above named to be good and valid, and in consequence thereof ordain that, in case the said Sieur de la Pérade should not accept the said *lods et ventes*, arrears of *cens et rentes* so tendered to him by the said Lanouette, between this and next Saint Martin's Day ; that, after the said period, the said Lanouette shall be well and truly acquitted and discharged therefrom up to next St. Martin's Day, and our said ordinance of the 25th September last, and also the present one shall be a *titre-nouvel* and seizin in his favor.

Thus ordered, &c.

Done at Quebec, on the thirteenth day of October one thousand seven hundred and thirty-six.

(Signed)

HOCQUART.

[Ord. of 1738, No. 25, Folio 8.]

Ordinance condemning the inhabitants of the seigniory of Ste. Anne to pay to the Sieur Dauteuil, the cens et rentes and lods et ventes they owe him, within one month from the signification of these presents, and condemning those interested in the porpoise fisheries, established in the said seigniory, to give him the tenth part of the oil produced from the said fisheries, under penalty, &c.

HONORÉ MICHEL DE LA ROUVILLIÈRE, &c.

Seeing the petition presented to us by the Sieur Dauteuil, heretofore attorney general of the superior council of this country, stating that there are due to him, by most of the inhabitants of the seigniory of La Pocatière, of which he is seignor, several years of *cens et rentes seigneuriales*, which he cannot make them pay, as well as *lods et ventes* due to him by several purchasers of land in the said seigniory ; that over and above these seigniorial dues and *lods et ventes*, he gave to one Quimper and his partners, Noël Lizot and the Sieur Roy de Laussière and others, leave to establish porpoise fisheries in front of the said seigniory, upon condition of their paying the tenth part of the produce of the said fisheries, which the above named have failed to do, and have sent the oil produced from the said fisheries to town, and have sold it to different individuals, and among others to one Dupérez, without the said Sieur Dauteuil having received the tenth part coming to him from the produce of the said fisheries ;

The said Sieur Dauteuil concluding that we may be pleased to condemn the said inhabitants to pay the said *cens et rentes* and *lods et ventes*, and the said Quimper, Noël

Lizot, the Sieur Roy de Laussiere and others to give an account of the tenth part of the oil produced by the said fisheries, both for the time past and for the future, and that, in consequence, he be allowed to seize and arrest the goods and effects that may be sent to this town by and belonging to the said inhabitants, in the vessels coming here from the said place called La Pocatière for the purpose of being sold :

Seeing the statement of the amounts due to the Sieur Dauteuil by the said inhabitants, and the submission of the parties interested in the said fisheries, and the whole being taken into consideration,

We have condemned the inhabitants of the said seignory of La Pocatière to pay the said Sieur Dauteuil the *cens et rentes* and *lods et ventes* they may owe him, within one month from the signification of these presents ; we also condemn those interested in the porpoise fisheries of the said seignory, to pay the said Sieur Dauteuil the tenth part of the produce of the said fisheries, both for the time elapsed and for the future ; otherwise and in default of so doing, we allow the said Sieur Dauteuil to seize and attach the said oil and other effects belonging to the said inhabitants, which they may send to town or anywhere else, to be afterwards disposed of, as may be fit and proper.

And the present ordinance shall be read and published after divine service in the morning, at the parish church of the said parish of La Pocatière, so that nobody may plead ignorance thereof.

Thus ordered, &c.

Done at Quebec, on the tenth day of November one thousand seven hundred and thirty-seven.

[Ord. of 1738, No. 26, Folio 27.]

Ordinance dismissing the petition of the sieur François Antoine Pecaudy de Contrecoeur, seignior of part of the seignory d'Eschailions, and maintaining the sieur François Courtois in the possession and enjoyment of the land conceded to him, under the terms, cens et rentes stipulated in his deed of the 17th of January 1724.

GILES HOCQUART, &c.

Between the sieur François Antoine Pecaudy, Esquire, seignior of Contrecoeur, captain of a company of the detachment of marines, maintained by His Majesty in this country, proprietor of part of the seignory of d'Eschailions, plaintiff, for the purpose of his petition, answered by us on the eighteenth of September last, appearing by Mr. de la Tour, royal notary of the *prévosté* of this town, his attorney, of the one part; and François Courtois, an inhabitant of the seignory d'Eschailions, defendant, appearing in person, of the other part ;

Seeing the petition presented to us by the said sieur de Contrecoeur, containing amongst other things, that by the division of the said seignory d'Eschailions, there has

fallen to his share sixteen arpents, eight perches in front, of which the petitioner having taken possession, he found that François Courtois possessed ten arpents and eight perches of land in front by about forty in depth, and the said petitioner pretended that the deed of concession which had been granted to the said Courtois was defective or null in law, inasmuch as it is not proved that Pierre Mailhot, by whom it was granted, was authorized to give it by the late sieur Pierre de St. Ours; that it does not appear that the said sieur de St. Ours, nor those in his place and stead, have directly or indirectly approved of the said concession, which approval, according to the said sieur de Contreccœur, it was necessary to have obtained, by reason of the difference there is between the *rentes* of the said land and those of the other inhabitants; lastly, that upon examining the said deed of concession, we perceive that the said Mailhot only intended conceding three arpents, since the term "*situées*," which in the said deed, is found placed after the words "*entre les concessions de Baptiste Le Bœuf et Jean Courtois*," his brother, which are written in a different hand and with different ink from the remainder of the deed, supposes a number of arpents which were to be expressed in the blank that had been left, and which not having been mentioned, the amount of the *rente* should establish them, as there is nothing to show a desire to favor the said Courtois; the said sieur de Contreccœur concluding that the said Courtois be condemned to pay the arrears of the *rentes* of the said ten arpents and eight perches of land in front by forty in depth for the time of his possession, at the same rate as the other inhabitants of the said seigniory d'Eschailions, and further that the said pretended deed of concession be declared null, as being granted by a person having no power of attorney, authority or order to give it, and as it also appears that it was only intended to concede the number of *arpents* which the *rente* stipulated by the contract would lead to presume, if we look upon the other concessions in the said seigniory as a rule, with costs; the said petition signed "Contreccœur", at the bottom of which is our ordinance of the eighteenth of September 1737, ordering it to be communicated to the said François Courtois, that he might give his answer thereto and appear before us on the tenth of the present month, at ten o'clock in the forenoon; signification of the same being made to the said Courtois, on the thirteenth of October following, by the captain of militia and certified by the sieur Abrat, priest, *cure* of the said seigniory, the documents annexed to the said petition being four in number, to wit:

A declaration to the sieur de Contreccœur made by the said Mailhot, in presence of the captain of militia of the place and of another inhabitant, on the thirteenth of October last, and received by the said sieur Abrat, by which the said Mailhot declares that he has never been the attorney of the sieur de St. Ours, and that he never granted a deed of concession to any inhabitant;

A deed of concession passed before Michel Roy, notary in the jurisdiction and seigniory of Ste. Anne, on the tenth of October 1669, by which the late sieur Pierre de St. Ours, seignior d'Eschailions, grants to Jean Baptiste Le Bœuf a farm and concession, upon condition of the payment of *cens et rentes foncières*, at d'Eschailions aforesaid, of four arpents in front by forty in depth, upon payment of one *sol tournois* of rent by each arpent of land, of one live capon by each arpent of land in front or thirty *sols* as and for the value of each capon, and of six *deniers* of *cens*;

Another deed of concession executed before François Trottin, notary in the jurisdiction of Three-Rivers, Ste. Anne and Grondines, to Jean Baptiste Le Bœuf, the younger, by the said Pierre de St. Ours, of a land of five arpents in front, in the said seigniory d'Eschaillons, by forty in depth, on payment of four livres in money of *rente seigneuriale*, five *deniers* of *cens* and three live capons, or their actual value in money, &c.

Also another deed produced by the said sieur de Contrecoeur, of the concession granted to the said François Courtois, by the said Pierre Mailhot, in the name and as the attorney of the sieur Pierre de St. Ours d'Eschaillon, of the extent of land in front which may be found between the lands of Baptiste Le Bœuf and Jean Courtois, his brother, situate in the said seigniory d'Eschaillons, for the annual; perpetual and unredeemable rent of four live capons, or their value in money, and six *livres* in money, and one *sol* of *cens*, for the whole of the said concession, &c., the said deed passed before Daniel Normandin, royal notary at Three-Rivers, on the seventeenth January 1717.

The answers in writing of the said Courtois, to the petition of the said sieur de Contrecoeur, in which he states, among other things, that the sieur de Contrecoeur is not right in trying to make him lose part of his land, nor in increasing his *rentes* which he has always paid regularly, as the receipts produced by him will prove, several of which are signed by the said Mailhot, as attorney of the seigniors d'Eschaillons; that he has been in possession of his land, in virtue of a deed, for fourteen years.

That the land is bad, and that there was a quantity of stones and bad wood upon it when it was conceded, which he offers to prove, if necessary, by the old inhabitants who know what work he was obliged to perform to put a part of it under cultivation and take away the stones;

That he would not have taken the farm, had it not been for the smallness of the rent stipulated by his deed, and he adds that as to the names to be found in the deed after these words, "*le terrain et la terre qui se trouvera de front entre les concessions des nommés, &c.*" which the sieur de Contrecoeur finds fault with, and pretends have been written in the blank that had been left to fill up, by another hand and with different ink from the remainder of the deed, we cannot come to any other conclusion than that the said Mailhot, acting as the attorney of the said late sieur de St. Ours, did not remember, at the time of the passing of the deed, the names of the two inhabitants whose lands bounded the one conceded to the defendant, and that the said names were filled up by the clerk of the notary, which is the more naturally to be presumed from the defendant not having been disturbed as to the extent of the front of his land since the time of his possession; praying for proof of his statement, that we may be pleased to order that the original of the said deed or a copy of it duly compared by the *greffier* of the jurisdiction of Three-Rivers, depositary of the original deeds of the said late Normandin, notary, be produced, and the defendant concludes verbally, that the demands of the said sieur de Contrecoeur be dismissed, and that the defendant be maintained in the possession and enjoyment of his land, according to the terms of his deed.

Seeing also the papers produced to us by the defendant, to the number of five, to wit :— a copy of the deed of concession to the defendant, made by the said Pierre Mailhot, in the name and as attorney of the said Sieur Pierre de St. Ours, on the 17th of January 1724, of the land which is to be found between the concessions of Jean Baptiste Le Bœuf and that of Jean Courtois, his brother, which copy is, in every thing, like the one produced by the sieur de Contreœur ;

A receipt dated the eight of November 1723 for *cens et rentes* paid by defendant and “ Pierre Mailhot for Mr. Deschaillons.”

Another receipt also signed, “ Pierre Mailhot for Mr. Deschaillons,” dated the eleventh November 1724, for the same *cens and rentes* paid by the defendant :

Another receipt given to the defendant by the said Mailhot, acting for Mr. de Contreœur, dated the eighth of September 1736, for the sum of twenty four *livres* for five years arrears of the said *rente* ;

A note of the said sieur de Contreœur, dated the thirteenth of October 1737, stating, “ I will give crédit to François Courtois for twenty-four *livres*, amount of an order I have received from Jean Courtois, his brother.”

The parties having appeared as above, being heard respectively, and every thing being considered,

We have dismissed the conclusions of the plaintiff's petition, and consequently maintained the defendant in the ownership and enjoyment of the land conceded to him under the terms, *cens, rentes* and dues contained in the said deed of the seventeenth of January 1724.

Thus ordered, &c.

Done at Québec, the 10th January 1738.

(Signed)

HOCQUART.

[Ordce. of 1738, No. 26, folio 31.]

Ordinance dismissing the conclusions of the petition of the Sieur François Gosselin and maintaining the Sieur Pierre Neau dit Bernard in the possession and enjoyment of a fishery he had reserved to himself in the deed of sale of his land in favor of the said Gosselin.

GILLES HOCQUART, &c.

Between François Gosselin, an inhabitant of the seigniory of Beaumont, plaintiff, praying for the conclusions of his petition, answered by us on the twenty-first of November last, appearing by Mr. Delatour, his attorney, of the one part ;

And Pierre Neau dit Bernard, inhabitant of the said seignior, defendant, appearing in person, of the other part;

Seeing the petition presented to us by the said Gosselin, stating in substance that he had acquired from Pierre Neau a farm and habitation in the seignior of Beaumont, of three arpents in front upon the River St. Lawrence, by forty in depth, that being desirous of establishing a fishery in front of the said farm, he had been disturbed by the said Neau, his vendor, under pretext that by the deed of sale in favor of the petitioner, he had reserved the said fishery to himself, in virtue of which reserve he pretended that it belonged to him; the said Gosselin contending by his petition that the right of fishing being a favor granted by the King, it cannot, by any stipulation, be separated from the land to which it is attached; the petitioner concluding that we may be pleased to allow him to summon the said Neau before us, that he may be prohibited from disturbing the petitioner in his fishery, under the penalties we may be pleased to order;

Our ordinance of the twenty-fist of November last, being at the bottom of the said petition, and ordering the parties to appear before us on the twelfth of January then next at nine of the clock in the morning.

The parties having appeared before us as above, it was stated by the said Neau, that before passing the deed of sale of the land in question to the said Gosselin, he had clearly explained to him that he reserved to himself the right of fishing which was attached to the said land, with a road to go and come at the proper times; that he would only sell upon that condition, and the said Gosselin having agreed thereto the deed was made with that reserve, in consequence of which the said Neau had given the land to the said Gosselin for a less price; that for the fishery he pays the eleventh part to the seignior, with which tax the said Gosselin was not charged by the deed of sale; that further he is willing to take the land back and return the price received from Gosselin, if he is not satisfied with his purchase; the said Neau concluding, for these reasons, that we may be pleased to maintain him in the possession and enjoyment of the fishery in question, according to the terms of the said deed of sale, and to prohibit the said Gosselin from disturbing him, under such penalty as we may be pleased to order.

The parties being heard and seeing the said deed passed before Pichet, notary, at the Island of Orleans the seventh of October 1733, by which the said Neau sells to the said François Gosselin a lot of land and habitation, situate in the seignior of Beaumont, on the River St. Lawrence, of three arpents, three perches and twelve feet or thereabouts in front, by a depth of forty arpents, without reserving, excepting or retaining any thing, unless it be the right of fishing upon the beach of the said land, as stated in the deed of concession, and a foot path from the King's highway to the said beach, along the land of Pierre Garant, and another road to go to a dell, *carree*, which is at the foot of the mill, with a place to put the implements for the said fishery above high water mark, &c., the whole for the price and sum of four hundred livres.

The whole duly considered—

We have dismissed the conclusions of the plaintiff's petition and maintained the defendant in the possession and enjoyment of the fishery reserved by him, according to the terms of the deed of sale above cited, with prohibition to the plaintiff to disturb him under the penalties imposed by law ;

We have given *acte* to the plaintiff of the defendant's offer to take back the land and return the price received for it, which the said plaintiff will be bound to accept within fifteen days of the notification of the present ordinance, after which time he will be foreclosed from the right of so doing.

Thus ordered, &c.

Done at Quebec, the twelfth of January 1738.

Signed, HOCQUART.

[Ordce. of 1738, No. 26, folio 32.]

Ordinance granting to the Sieur Jean Des Roches, an inhabitant of Demaure, a delay of eight days to produce the title of his land, and in default of his doing so within the said delay, condemning him to pay one year of arrears, due by him, at the rate of one sol for each arpent in superficies, and one capon for each arpent in front by thirty in depth, &c., &c.

GILLES HOCQUART, &c.

Seeing our order of the eighth of the present month obtained by the Religious Ladies of the Hôtel-Dieu of Québec, appearing by Mr. Pillard, their attorney, summoning before us Jean Des Roches, Antoine Rasset, — Gilbert and — Galarneau, all inhabitants of the seigniori of Demaure belonging to the poor of the said Hotel-Dieu, to be condemned to pay to the said Religious Ladies the *cens et rentes* due to them, and the seigniorial rights from those who owe them, the said order duly notified to the above named.

The said Jean Des Roches having alone appeared, prayed us to grant him delay to look for the title of his land, by which he pretends he should not pay such heavy *rentes* as the said Religious Ladies demand from him ; in consequence of which we have granted to the said Des Roches a delay of eight days from the day of the notification of our present ordinance, to produce the pretended title in question, after which time and in default of his doing so, we have condemned him as well for the present as for the past to pay one year's arrears due by him, at the rate of one *sol* for each arpent in superficies and a capon for each arpent in front by thirty in depth ;

And we have recorded a default in favor of the said Religious Ladies, appearing as above, against the said Rasset, Gilbert and Galarneau not appearing, and we order them to appear before us also eight days after notice of the present ordinance, after which

time, and in default of their appearing, they will be bound to pay their *rentes* to the said Ladies at the rate settled above.

Thus ordered, &c.

Done at Quebec, the fifteenth of January, one thousand seven hundred and thirty-eight.

True copy,

Signed, HOCQUART.

[Ordee. of 1738, No. 26, folio 41.]

Ordinance homologating the report of the the Sieur Boiscler, Grand-Voyer, and ordering Pierre, Jean and André Robitaille, and other inhabitants to take from Miss. Peuvret their deeds of concession of the lands granted to them in the seigniory of Gaudarville, subject to the cens et rentes ordered by His Majesty, to wit: one sol of cens for each arpent in front, and one sol of rente for each arpent in superficies, and one capon or twenty sols, according to the choice of the said Miss Peuvret, for each arpent in front.

GILLES HOCQUART, &c.

Seeing the petition presented to us by Jean, André & Pierre Robitaille, Noël Beaupré & François Dion, inhabitants of the Côte de St. Joseph, in the seigniory of Gaudarville, parish of Ancienne Lorette, praying for the reasons therein stated that we would be pleased to summon before us Miss. Peuvret, for the purpose of condemning her to grant them titles, in due form, of the lands conceded to them by her, the same as the deeds of concession of the other lands in the said seigniory;

Our ordinance of the 25th of November last, being at the bottom of the said petition, ordering it to be communicated to Miss. Peuvret, that she might appear before us on the fourth of December following at nine of the clock in the forenoon;

Notice of the said petition and ordinance being given to the said Miss. Peuvret, on the twenty-eighth of the same month and year by Dubreuil, a bailiff, and the parties having appeared, the said Miss. Peuvret, by the Sieur Latour her attorney duly named.

It was stated, by the said attorney, that the said Miss. Peuvret offered and agreed to give and grant to the said inhabitants, plaintiffs, deeds of the new lands she had conceded to them immediately behind the first concessions of the said seigniory, and at the *cens et rentes* and seigniorial rights we would be pleased to order.

And by the said inhabitants it was stated that the lands conceded to them should commence in front at the line of Boutin which is the continuation, of the line of St. Joseph in the seigniory of St. Gabriel, belonging to the order of Jesuits;

And that the lands at the end of the first range, are nothing but a swamp for about thirteen arpents, quite unfit for cultivation; that consequently the new lands granted to them by Miss Peuvret in the second range, should only begin at the end of the said swamp, and then run to a depth of thirty arpents.

To this the said Sieur Latour, acting as aforesaid, replied, that the lands should be taken as they are found, otherwise great injury would arise to the seignior, if upon pretext of there being bad pieces of land, they were obliged to leave large spaces between the ranges of the seigniories.

That the statement of the said inhabitants is the less founded, inasmuch as Miss Peuvret, to carry out the plans laid out of the said seigniory, had conceded lots in the third rang commonly known as the Côte Sainte-Anne, to several inhabitants who have deeds and have made clearances, and laid down meadows; which Côte Sainte-Anne is to begin, according to the said plans, at sixty arpents from the end of the habitations of the Côte de Champigny.

In relation to which disputes and contestations, we, by our ordinance of the fourth of December last at the foot of the petition of the said inhabitants, referred to the Sieur Grand-Voyer, that he might make an examination upon the ground, in presence of the parties or after due notice given them, as to the limits of the lands in question, and that, upon the report of the said Sieur Grand-Voyer, we might order what is necessary; the petition presented to the said Sieur Grand-Voyer, by Miss Peuvret, praying him to name the day and hour of his going upon the ground, and to appoint any surveyor he should think proper, to proceed with the verification and examination ordered.

The ordinance of the said Grand-Voyer, of the eleventh of the said month of December being at the end of the said petition.

Notice of the said petition and ordinance being given to the said inhabitants, plaintiffs, by Dubreuil, bailiff, on the twelfth of the same month, and seeing the *procès-verbal* of the said Grand-Voyer, made on the thirteenth of December and on the following days in virtue of our ordinance of the fourth of the same month;

The figurative plan of the ground, made by the said Sieur Grand-Voyer, in relation to the said *procès-verbal*, and signed by us this day, *ne varietur*, the said plan remaining in the hands of our secretary with the said *procès-verbal*;

Seeing also the location tickets given both by the Dame Duchesnay, and by Miss Peuvret to Jean Hamel and Pierre Boivin, the younger, of three arpents in front by thirty arpents in depth, to commence in front at the end of the lands of the Côte de Champigny, together with several deeds granted by Miss Peuvret to the inhabitants of the third range, otherwise called Côte Ste. Anne, whose lands are described as taking their front at the end of the sixty arpents which commence at the line terminating the Côte de Champigny, and every thing being considered:

We have homologated and do homologate the said *procès-verbal* of the Grand-Voyer bearing date the thirteenth of December and following days; we therefore ordain that the said Pierre, Jean & André Robitaille, Noël Beaupré, and François Dion, shall take deeds of concession from Miss Peuvret, of the lands that have been granted to them, of thirty arpents in depth, the front of which lands shall begin at the end of thirty arpents from the line terminating the said Côte de Champigny, at the rate of *cens et rentes* ordered by His Majesty, to-wit: one *sol* of *cens* for each arpent in front and one *sol* of *rente* for each arpent in superficies, and one capon or twenty *sols* according to the choice of the said Miss Peuvret, for each arpent in front:

We have condemned the plaintiffs to pay the costs estimated by us at thirty-four *livres* ten *sols*, not including the travelling expenses and charges of the said Grand-Voyer.

Thus ordered, &c.

Done at Québec, the twenty-third of January 1753.

Signed,

HOCQUART.

[Ord. of 1738, No. 26, Folio 55.]

Ordinance prohibiting all persons from hunting or cutting and carrying away wood and hay from l'Isle aux Oies, belonging to the Religious Ladies of the Hotel-Dieu of Quebec, under pain of a fine of ten livres and of a heavier penalty for the second offence.

GILLES HOCQUART, &c.

Seeing the petition presented to us by the Religious Ladies of the Hotel-Dieu of this city, stating that they are proprietors of the fief and seigniory of Grosse-Isle-aux-Oies, upon which several persons, both of the town and places adjoining to the said island, go to shoot partridges, wild geese and other game, and even cut down wood and hay and commit other depredations which cause considerable injury to the petitioners, and that as the farmer who is upon the island is unable, of himself, to stop these depredations, the said Nuns pray we will be pleased expressly to prohibit all persons of whatsoever quality and condition they may be, from hunting upon the said Isle-aux-Oies and its dependencies, under pain of a fine of ten *livres*, and also to prohibit, under pain of the same penalties, all persons from cutting wood on the said island and taking hay therefrom, and from doing any other damage; due regard to all which being had,

We expressly prohibit all persons of whatever condition and quality they may be, from shooting partridges, wild geese or other game, within the extent of l'Isle-aux-Oies, under penalty of a fine of ten *livres* for the first time, and of a greater penalty in case of a second offence; we also prohibit in like manner, all persons, under the

same penalties, from cutting and carrying away wood and hay; and these presents shall be read and published where necessary, so that no person may plead ignorance.

Thus ordered, &c.

Done at Quebec, the 21st of February 1738:

(Signed)

HOCQUART.

[Ord. of 1738, No. 25, Folio 66.]

Ordinance enjoinning the sieur Charles Couillard, seignior of Beaumont, upon a report of experts, immediately to place in the mill of the said seignior, a miller skilful in his trade, and until that time, allowing the inhabitants to take their grain to be ground where they please.

GILLES HOCQUART, &c.

Between the inhabitants of the seignior of Beaumont, plaintiffs, appearing by Charles Lecourt, one of them, of the one part; and the sieur Charles Couillard, seignior of Beaumont aforesaid, defendant, of the other part.

Seeing our ordinance of the thirteenth of February last, stating that upon the agreement made between the parties, to leave it to two persons of experience to judge whether the miller who at present is in the mill of the said seignior is skilful in his trade or not, we gave *acte* of the nomination made, to wit:—On the part of the sieur de Beaumont, of one Joseph Nadeau, and on the part of the plaintiffs, of one François Fournier; which *experts* should first be sworn before the sieur *curé* of Beaumont, well and truly to examine if the said miller is capable or not, of which they would prepare a report, which being given to us, we should order what was necessary; and in case the said *experts* should not agree in opinion, they would choose a third *expert*, who being first duly sworn before the said *curé* faithfully to give his opinion as to the capacity or incapacity of the said miller; as to the new demand made by the said inhabitants that the miller of the said mill should be bound not only to grind the wheat belonging to the inhabitants, but also their other grain, the sieur de Beaumont having agreed to the justice of the demand and consented to it, we have given *acte* thereof to the plaintiffs, and in consequence order that their other grain be ground in the said mill, as well as their wheat;

The oath taken before the sieur Chasle, priest, *curé* of Beaumont, on the twenty-third of the said month, by the said Joseph Nadeau and François Fournier, the declaration made on the said day by the said Nadeau and Fournier, by which it appears that the said miller of Beaumont is not at all skilful, which the said arbitrators declare they know by the experience of several years; the notice given of the said ordinance, the oath taken and the declaration of the above named arbitrators, made to the sieur de Beaumont, at the request of the said inhabitants, through Jacques Viel; the parties having been heard, to wit: the said sieur de Beaumont in person, and the

said inhabitants, as above stated, by Charles Lecourt, one of them, intrusted with the documents, and seeing our order of the fourth of the present month, calling upon the said sieur de Beaumont to appear for the purpose of placing a good miller in his mill, or allowing his inhabitants to have their grain ground where they please; all which being duly considered,

We order the sieur de Beaumont immediately to place in his mill a good miller by trade, other than the one at present there, and until it is so done, we allow the said inhabitants to have their grain ground where they please.

Thus ordered, &c.

Done at Quebec, the 12th March 1738.

(Signed)

HOCQUART.

[Ord. of 1739, No. 27, Folio 134.]

Decree touching the contestations between the proprietors of the Isles Mingan, and the inhabitants on the mainland, opposite the said islands.

CHARLES MARQUIS DE BEAUHARNOIS, &c.

GILLES HOCQUART, &c.

Upon the contestations which have arisen between the sieur Fleury de la Gorgendière, agent of the India Company, as having married miss Claire Joliet, Marie Mars, widow of the late Jean Joliet Mingan, now wife of Jean Louis Volant Dhandebourg, the said Mars in the name and as tutrix of the minor children of the said late Jean Joliet Anticostie, all heirs of the late Louis Joliet, proprietors of the isle and islets of Mingan, which are on the north side and follow each other as far as the Bay called l'Anse aux Espagnols, in virtue of the grant made to the said Louis Joliet, on the 10th of March 1679, by Mr. Duchesneau, heretofore intendant in this country, of the one part; and the sieur Jacques de la Fontaine de Belcourt, councillor of the superior council, proprietor of a concession on the north side of the river St. Lawrence, by virtue of a title from us, dated first September 1733, and the sieur Pomereau, writer, employed in the king's store, proprietor of another concession, also situate on the said north side, in virtue of another title from us, dated the second of May 1738, of the other part.

The said contestations having arisen in relation to the isles and islands in front of the said concessions, of which the said sieurs Lafontaine and Pommereau demand the use, and that they may have concessions granted them by the proprietors of the said islands, so as to enable them to carry on their permanent seal fishing establishments, which they have commenced on the mainland, and to prevent them from being disturbed therein.

Having heard the parties, and having given a statement to His Majesty, of the differences between them, and having proposed that, in maintaining the said sieur de la Gorgendière and his co-heirs in the possession of the said islands, he should oblige them to concede, for a certain amount, to the individuals who have concessions upon the mainland, the islands they may require, reserving however to the said proprietors concurrently with the inhabitants of the mainland, the right of shooting seals throughout the whole of the islands, after the time has passed for the regular fishery.

In consequence of which His Majesty has given us his orders, contained in the letter addressed to us by Mr. le comte de Maurepas, minister and secretary of state, dated the twenty-first of April; in obedience to which we order :—

10.

That the proprietors of the islands in question shall be bound, upon the first requisition, to concede to the inhabitants of the mainland, the islands situate in front of their lands, which they may require for the establishment of their permanent fisheries, upon payment of twenty-five *livres* of *rente*, payable to the sieur de la Gorgendière and his co-heirs, for each league conceded in front of the said islands, with the reserve however, that the grantors shall have, as heretofore, concurrently with the new grantees, the right of shooting seals after the time is past for the regular fishing.

20.

The concessions upon the mainland having been granted to the sieur de la Fontaine and Pommereau, only for a certain time, the said rent of twenty-five *livres*, for each league of the islands, shall only be exacted during the time they shall enjoy the said concessions, or so long as they shall use the fisheries; and the sieur de la Gorgendière and his co-heirs shall re-enter into possession of their rights. And in case His Majesty should concede to other individuals the same concessions upon the mainland, the new grantees shall acquire the same rights as the old ones and shall be bound to the same conditions towards the heirs Joliet.

30.

The sieurs de la Fontaine and Pomereau shall also be bound, between this and the of September next, to demand from the proprietors of the said islands, concessions of the quantity of land they may require upon the front of the said islands, to continue their fishing establishments in safety and without hindrance, and in default of the proprietors conceding the same, titles shall be given to them in the king's name.

40.

If concessions are hereafter granted upon the mainland to other individuals besides the said sieurs de la Fontaine and Pomereau, and that there should be, in front of the said concessions, islands forming part of those conceded to the late sieur Joliet, the sieur de la Gorgendière and his co-heirs shall conform, on their part, to the present ordinance.

We prohibit the sieur de la Gorgendière and all others, under the penalties imposed by law, directly or indirectly to disturb the grantees of the mainland in the fisheries established by them and which they may establish until the return of next fishing season, when they shall have determined upon the number of islands required by them, and of which they shall demand concessions.

Made and done, according to His Majesty's pleasure, at Quebec, the twentieth of September 1739.

(Signed)

HOCQUART.

[Ordce. of 1740, No. 23, folio 24.]

Ordinance prohibiting the proprietors of the seigniories of the Lac des Deux-Montagnes, l'Isle Bizard, and others in the neighbourhood, from cutting down the oak fit for the building of the King's ships, upon the said seigniories under pain of a fine of ten livres for each oak tree they may have cut.

GILLES HOCQUART, &c.

Having been informed that on l'Isle Jésus, in the seigniories of the Lac des Deux-Montagnes, belonging to Madame Dargentueil and to Mr. de Vandreuil, and l'Isle Bizard, there is a considerable number of oak trees fit for the building of the King's vessels, we expressly prohibit the proprietors of whatsoever quality or condition they may be, from cutting or causing to be cut any oak trees, until we shall have had the same examined and marked, so as to preserve those trees which may be fit for building His Majesty's ships, under pain, against the offenders, of the confiscation of the wood cut, and of a fine of ten livres for each oak tree they shall thus have cut down.

The said fine payable to the informers.

We charge the judges of the place, the officers of militia, and others to whom it may appertain, to see to the execution of our present ordinance, which is to be read, published and posted up wherever necessary so that no person may plead ignorance of the same.

We enjoin them to give us notice, or to give notice to our deputy at Montreal, of all infringements of these presents.

Done and given at Quebec, the twentieth of March 1740.

Signed,

HOCQUART.

[Ordec. of 1740, No. 28, folio 55.]

Ordinance for the preservation of red pine trees, (fit for the masts of His Majesty's vessels), growing in the neighborhood of Lake Champlain, and on the banks of the River Richelieu, in the seigniorie of Sorel; and prohibiting the cutting of any such trees, under a penalty of fifty livres for each tree so cut; and of double that sum in the case of a second offence.

GILLES HOCQUART, &c.

As it is necessary to provide proper materials for the construction of the vessels which His Majesty has ordered to be built in this country, and of those which may hereafter be built therein; and as we have noticed, during our visit on the borders of Lake Champlain and elsewhere, the various pine forests fit for that use, and particularly one of a league in extent in the seigniorie of Sorel, on the banks of the River Richelieu, commencing half a league above fort Sorel on the left side, ascending the River, in which is found a considerable quantity of red pine of good quality and fine proportions, very suitable for ship's masts, we have thought it proper, for the good of the King's service, to make the following ordinance, which will not only attain that object, but will be advantageous to Dame de Ramesay, seignior and proprietress of Sorel whom we have heard on the subject, and also to the tenants that we have met on the spot. That is to say:

Firstly.

We prohibit any whomsoever, from felling or causing to be felled, any red pine trees in the extent of the forest above described, without our express and written permission, under a penalty of fifty *livres*, for each tree so felled, and of double that sum in case of a repetition of the offence, which penalties shall belong to the informer.

Secondly.

And, with a view more effectually to induce the owner of the said seigniorie and the tenants thereof, in the extent above mentioned to preserve the said trees, we hereby promise that, whenever we shall order some of the said pines to be cut down, we will cause the following sums to be paid to them, that is to say:

Three *livres* for each red pine tree, measuring when stripped of its bark, twenty-four inches and more in diameter at the large end, taken standing; thirty *sol's* for those measuring twenty-three inches and less, down to nineteen inches; and twenty *sol's* only for those measuring from eighteen inches to fifteen.

We also prohibit all inhabitants either residents or not, from making any fire in the said forest, except in such places as shall be pointed out to them, by Jean Mandeville, residing at the said place, and whom we have appointed to that effect, under a penalty of ten *livres* against the offending parties; who are hereby ordered to extinguish their said fires when they leave them.

And we enjoin all the captains and other militia officers of the place, to contribute to the execution of the present ordinance, and we particularly charge the said Jean Mandeville with the preservation of the said pine forest, and to see that the fire does not spread therein; and we order him to notify us, in case of contravention to these presents, on pain of being made personally responsible for the same.

The present ordinance shall be read and published, on the first of May, of each year, at Sorel, at the issue of divine service, in the morning, so that no one may plead ignorance thereof.

Done at Montreal, on the twentieth of June 1740.

Signed, HOCQUART.

[Ordce. of 1742, No. 30, folio 4.]

Ordinance which, upon the petition of the Missionaries and tenants of the seignory of Contreccœur, grants act to the Sieur de Contreccœur, the younger, co-seignior, of his offer, and permits him to erect a grist-mill, in the said seignory, the right of banalité, in all the said seignory having been transferred to him, by all the other co-seigniors.

GILLES HOCQUART, &c.

Between the missionaries and tenants of the parish and seignory de Contreccœur, plaintiffs, by petition answered by us, on the 28th of March last past; of the one part;

And François Antoine de Pecaudy, Esquire, seignior of Contreccœur aforesaid, captain in the detachment of marine; and Dame Marie Françoise de Contreccœur, widow of the Sieur Jean Louis de la Corne, Esquire, Sieur de Chapt, in his life time knight of the military order of St. Louis, the King's Lieutenant in the town of Montreal, defendant, summoned to answer the said petition; of the other part;

And Sieur Jean François Volant de Fosseneuve, seignior, of part of the said seignory of Contreccœur, also defendant; of the other part;

And the Sieur Pecaudy de Contreccœur, the younger, Esquire, ensign in the said troops, intervening party, by petition, by us answered on the said day 28th March last past, of the other part.

Seeing the petition of the said missionaries and tenants of Contreccœur, praying, for the reasons therein contained, that it may please us, to order that the co-seigneurs of Contreccœur shall, within the delay to be by us fixed, build a public grist-mill, *un moulin banal*, in the said seignory, and that, in default of so doing within the said delay, it be declared that they have forfeited their said privilege of *banalité*; and that it be granted

to any of the inhabitants or others of the said seigniry desirous of building such mill within a year and a day.

The said Sieurs de Contreccœur, father and son, having declared that they will not erect such a mill, in consequence of the multiplicity of joint-seigniors who have the same privilege with them; seeing also our ordinance of the 28th of March last, at the bottom of the said petition, to the effect that it should be communicated to the said seigniors of Contreccœur, for them to appear before us, within the delay of the said ordinance, and the service of the said petition and ordinance made at the request of the said plaintiffs upon the Sieurs de Contreccœur, the father and son, and upon the said Dame Widow de la Corné, by Decoste, a bailiff of Montreal, on the twenty-sixth of April also last past, together with a summons to appear before us, on the twenty-eighth day of June following, at nine of the clock, in the forenoon; also another service of the said petition and ordinance, made at the request of the said plaintiffs, upon the Sieur Volant de Fosseneuve, by Monmerqué, a bailiff, at Contreccœur, on the eighth day of May also last past, with summons for the same day.

The petition in intervention of the said Sieur de Contreccœur, the younger, to the effect that, for the reasons therein enumerated, it may please us to allow him to intervene in the demand made by the said missionaries and tenants of Contreccœur; and that adjudging upon his said intervention, we may order that, in consequence of his offers, of which he prays act, he will, within such delay as it may please us to grant, erect the mill in question, upon the charges, clauses and conditions that he will be and remain the proprietor thereof, and that the right of *bannlite*, in all the extent of the said seigniry of Contreccœur shall belong thereto exclusively; at the bottom of which said last mentioned petition is found our ordinance of the 28th of March last past, to the end that it should be communicated to the proprietors and joint-seigniors of the said seigniry de Contreccœur, to appear before us within the delay fixed by the ordinance.

Our ordinance made between the parties on the said twenty-eighth of June last past, by which we ordered that the parties should be heard before us, in fifteen days from the service of our ordinance, during which time, the parties were held to communicate to each other, the deeds, documents and papers of which they intend to make use, in order that, upon the whole being submitted to us, justice may be done between the said parties, and act is granted to the Sieur de Fosseneuve, of the appointment by him made of the Sieur Poulin, gentleman, of this town, as his attorney, at whose residence, he has elected his domicile, for the purpose of all services to be made, in relation to the present case.

Seeing also, the deed passed, on the fourth of May last, before Me. Latour, Royal notary, in the jurisdiction of this town, and authorized to exercise the same fonctions, at Montreal, by which deed, the said Sieur de Contreccœur, the father, and the said Dame Widow de la Corné, agree that the said missionaries, or tenants, or any other person be authorized to erect a banal mill, in the said seigniry of Contreccœur; and

to that effect they consent that the privilege which they have of erecting a mill, and the right of *banalité* which belongs to them, in all the extent of the said seignory be transmitted to whomsoever will undertake well and duly to build a grist-mill in the said seignory, giving up and desisting from the said rights and privileges which they abandon, cede and transfer to whomsoever shall be authorized to build the said mill, upon condition that he will bind himself to erect the said mill, and place the same in a state to make flour, within one year from the date of the said deed, or from the date of the ordinance which may be made, on pain of payment of all costs, damages and interest and to be compelled thereto, by all lawful means.

Also the service of the said deed, at the diligence of the said missionaries and tenants of Contrecoeur, upon the said Sieur Volant de Fosseneuve, and to the late Sieur Volant de Henault, in his lifetime, joint-seignior of the said seignory of Contrecoeur; and the power of attorney bearing date on the 28th of June last, by which the said Sieur de Fosseneuve, authorizes the Sieur Poulin to do all things necessary to put an end to the suit which is now pending before us, between him and the said missionaries and tenants of Contrecoeur, respecting the *banalité* of the mill, either by compromise, acceptance of the whole of the said mill, annual rent, or sum of money once paid.

And our order of this day to compel the Sieur Poirier, agent for the said plaintiffs as well as for the said Sieur de Contrecoeur, the father, and the said Dame Widow de la Corne; the said Sieur Poulin, in his capacity aforesaid, and the said Sieur de Contrecoeur, the younger, to appear before us.

Having heard the parties, now present, and the statement of the said Sieur Poulin, in his said capacity, that the said Fosseneuve offers to build the said mill, to put it in a fit state to make flour, within two years, from this day; and the offer made by the said Sieur de Contrecoeur, the younger, here also present, to build the said mill, within the present year; and that, even if the said Fosseneuve will have it built, during the same delay, he consents thereto; and is willing that the *banalité* be transmitted to him, in all the extent of the said seignory of Contrecoeur.

And considering the whole, we have granted act to the parties of their respective offers and consents; and adjudging as well upon the demand of the said missionaries and tenants, as upon the intervention of the Sieur de Contrecoeur, the younger, we do authorize him, the said Sieur de Contrecoeur, the younger, to build the said mill, within one year; unless the said Sieur de Fosseneuve do, within fifteen days after the service upon him of our present ordinance, make his declaration at the office of the clerk of the jurisdiction of Montreal that he consents to build the said mill, in the same delay of one year, on the conditions and with the same obligations and privileges mentioned, as well in the edict of the King's State Council, of the 4th June 1686, as in the petition in intervention of the said Sieur de Contrecoeur, the younger, and in default by the said Sieur de Fosseneuve making his said declaration, within fifteen days, as aforesaid, he will not be allowed to erect the said mill; and by virtue of the present ordinance, the said Sieur de Contrecoeur, the younger, shall be held to erect

the same within one year; as he is hereby authorized to do, on pain of all costs, damages and interest, in favor of whomsoever it may appertain.

Thus ordered, &c.

Done at Quebec, on the 13th of February 1742.

Signed, HOCQUART.

[Ord. of 1742, No. 30, Folio 24.]

Ordinance forbidding the inhabitants of Beauport to pass on the domain of the Sieur Duchesnay, under a penalty of three livres, and ordering them to pass through the old road, without, however, cutting or carrying away any wood upon the lands on either side, on pain of the penalty established by law.

GILLES HOCQUART, &c.

Upon the petition presented to us by Antoine Juchereau, Esquire, seignior of Beauport, alleging that he has reserved for himself a certain domain, at the extremity of which he has granted several concessions, and that, with a view to facilitate the traveling of his tenants, during winter, from their lands to this town, a road has been granted to them, of which a small portion was on the fief of the Sieur de la Valtrie, and the remainder on the fief of the petitioner, which said road has been used by the said inhabitants for more than forty years;

That about three years ago, the inhabitants not finding any more wood to carry away, either on the right or on the left side of the said road, as they were wont to do whilst they made use of it, having destroyed the wood upon more than 100 superficial arpents of ground; and finding the road too long to carry on the same business, without being detected, they have opened a new road in the centre of the petitioner's domain, where they cut and carry away wood, as they have done all along the old road;

That, if this is tolerated, the said petitioner's domain will soon be denuded of timber, inasmuch as the said inhabitants carry on no other business than that of bringing wood to town for sale, taking good care, however, of the timber growing on their own lands, and keeping it for themselves; so that in a short time the petitioner will be compelled to buy wood for his own use, unless the injustice complained of be provided against:

Wherefore he prays that it may please us to prohibit all the inhabitants of the seignory of Beauport to pass, in future, at any season whatever, through the road which they have made in the middle of the petitioner's domain, about three years ago, under such penalty as it may please us to impose; and to order that the said inhabitants shall, for the future, as they have done for forty years, use the old road which was granted to them to facilitate the communication between their lands and the town; also to forbid them to cut and carry away any wood which may be found on either side.

of the said old road, on pain of the fine imposed by the ordinance, and that our ordinance in the premises shall be read and published at the church door of Beauport aforesaid, at the issue of divine service in the morning, so that no one may plead ignorance thereof.

Considering all which, we expressly prohibit all the inhabitants of the seigniory of Beauport hereafter to pass, at any season whatever, through the road which they have made in the centre of the domain of the said Sieur Duchesnay, under a penalty of three livres, over and above the payment of all costs and damages incurred by the said Sieur Duchesnay;

And we order that the said inhabitants do, in future, use the old road granted to them to facilitate the communication with their lands, and we prohibit their cutting or carrying away any wood that may be found on either side of the said old road, on pain of the fine imposed by the ordinance made on that subject;

And that our present ordinance be read and published at the church door of the parish of Beauport, at the issue of divine service in the morning, so that none of the inhabitants of the said parish of Beauport may plead ignorance thereof.

Thus ordered, &c.

Done at Quebec, the eighth day of March one thousand seven hundred and forty-two.

(Signed)

HOCQUART.

[Ord. of 1742, No. 30, Folio 55.]

Ordinance condemning all the inhabitants of the seigniory of Argentenay to have their grain ground at the mill of the said seigniory, under a penalty of 10 livres against the contravening parties, the said penalty payable to the fabrique of the parish of St. François; and also condemning several inhabitants therein named to pay to the Sieur Jolin, miller, toll (mouture) for the space of time during which they have abstained from having their wheat ground at the said mill, the said toll to be paid either in wheat or in money, at their option.

GILLES HOCQUART, &c.

Between Simon Jolin, miller of the mill of Argentenay, plaintiff by petition, of the one part; and Jacques Asselin, farmer of the said place, defendant: both parties appearing personally.

Seeing the said petition alleging that the said Jacques Asselin and other inhabitants of Argentenay aforesaid, have, for several years, refused to bring their wheat to be ground at the said mill, under the pretext that the plaintiff manufactures bad flour, although it is notorious that he has always made it very good, as he offers to prove by disinterested witnesses;

Alleging further that the defendant has, by his assertions, induced other inhabitants to abstain from carrying their grain to be ground at the said mill, and among others, Jean Bolduc, Michel Campagna, Jacques Labbé, Jean Asselin, one Plante, Langels, Joseph and Simon Campagna; that this conduct on the part of the said defendant and the above named, is the more reprehensible as, by the regulations of police and by an edict of His Majesty's state council, pronounced on the subject of banal mills, they are bound to carry their wheat to the said mill;

And concluding that it may please us to cause the said Jacques Asselin to be summoned before us, in order that he be condemned to pay the said Jolin the quantity of wheat due to him for the toll (*mouture*) to which he is justly entitled for the period of time during which he has failed to bring his wheat to be ground at the said mill; and further that the said Asselin be held to have his wheat ground there in future, under the penalties imposed by our ordinance of the 1st day of the present month, at the bottom of the said petition, by which it was ordered that the whole should be communicated to the said Asselin, in order that the said parties might be heard thereon before us, on the 4th instant;

Also our order of the same day, by which, after hearing the parties, it was ordered that the following individuals, to wit, Drouin, Louis Golin, Claude Dion and Jean Baptiste Martineau, would be heard this day on the subject in question.

The petition presented to us by the said defendant, praying that it may please us to cite before us Jean Asselin, Joseph Guyon, Jean Emond, Simon Campagna, one Langelier, Jean Bilodeau, Pierre Plante, Jacques Labbé, Louis Allaire, Augustin Landry, Augustin Marsan, François Emond and Joseph Dompierre, and any other inhabitant of Argentenay aforesaid, to be heard as witnesses before us, respecting the allegations of the said plaintiff's petition, without prejudice to other facts respecting which he reserves his right to examine the said witnesses.

Our order at the bottom of the said last mentioned petition, granting him leave to summon before us the above named witnesses, for this day; also the notification of the said petition and order to the said witnesses, at the diligence of the said defendant, by Joseph Beaudoin, a militia officer; a paper writing presented to us by the plaintiff, by which he declares that he persists in the conclusions of his said petition.

Seeing also our ordinance of the 23rd June 1736, made in consequence of the petition presented to us by several of the inhabitants of the said seigniory of Argentenay, and having heard the parties and their witnesses,

We order that all the inhabitants of Argentenay aforesaid shall be held to have their grain ground at the said mill, under a penalty of 10 livres against each of the contravening parties, the said fine payable to the fabrique of the parish of St. François, in the Island of Orleans, to which the said inhabitants belong;

We further order the said Jolin, miller, to keep his said mill always in good order, and moreover to comply with the regulations made in respect to banal mills, under the penalties imposed by the same.

We condemn the inhabitants hereinafter named to pay to the said miller the tolls (*moutures*) due to him for the time during which they have failed to bring their corn to be ground at the said mill, as they have confessed it before us, to wit:

The said Jacques Asselin to pay 5 minots; Jean Bilodeau, 2 minots and 2 *moutures*; Michel Campagna, 1 minot; Jacques Labbé, 3 minots; Jean Asselin, 2 minots; Pierre Plante, 2½ minots; Langelier, 2 minots; Joseph Campagna, 1 minot; and Simon Campagna, absent, 4 minots;

Which said reimbursement, the said inhabitants shall be held to make in wheat or in money, at the rate of 3 livres per minot, at their option.

The costs to be equally divided; in consequence the said Jolin shall pay to the said Drouin, Dion, Martineau and Golin, witnesses by him summoned, 3 livres each; and the said Asselin shall pay to the said Gervais, Emond, Dompierre, Landry, Bissonet, François and Michel Emond, witnesses by him produced and heard, a like sum of 3 livres to each, for their travelling expenses from the Island of Orleans to this town.

Thus ordered, &c.

Done at Quebec, on the eleventh day of July one thousand seven hundred and forty-two.

(Signed) HOCQUART

[Ord. of 1742, No. 30, Folio 58.]

Order given to Noël Langlois dit Traversy and Pierre Abraham dit Desmarests, to go to the head of the River St. François, for the purpose of examining the timber fit for the building of vessels and masts; and to make a written report thereon.

GILLES HOCQUART, &c.

Noël Langlois dit Traversy is ordered to depart immediately with Pierre Abraham dit Desmarests, and go to the head of the river St. François, for the purpose of examining the wood growing there, either red pine, oak or any other timber suitable for the building of vessels for His Majesty, and for making masts.

The said Traversy and Desmarests shall attentively observe the quality of the said timber, its size, diameter and length, and whether it is knotty; they shall examine the nature of the soil, the conveniences or difficulties to be met with in drawing the said timber to the banks of the river, of all which they shall make a detailed written report.

Done at Quebec, on the eighteenth day of July one thousand seven hundred and forty-two.

(Signed) HOCQUART

[Ord. of 1739, No. 30, Folio 68.]

Second regulation between the proprietors of the Islands Mingan and the grantees on the mainland, opposite the said islands.

CHARLES MARQUIS DE BEAUHARNOIS, &c.

GILLES HOCQUART, &c.

Upon the contestations existing between the heirs of the late Sieurs Joliet and Lalande, proprietors of the Islands and Islets Mingan, in virtue of the grant to them made, or to their predecessors, on the 19th March 1679, by Mr. Duchesneau, heretofore intendant in this country; and the owners of several concessions on the mainland, opposite to the said islands and islets, with respect to the seal fisheries which have been established by the latter, we did, as far back as the 30th September 1739, make a regulation which, among other provisions therein contained, fixes the rents to be paid by the said grantees to the said Sieurs Joliet and Lalande, for the use of the islands situate in front of their lands and which they should require to carry on the fisheries aforesaid;

But the said regulation not having been carried into effect, we have communicated to His Majesty the new representations made by the heirs of the said Sieurs Joliet and Lalande, upon which His Majesty has sent us his orders contained in the despatch which the Count de Maurepas has written to us, on the 12th April last, and in execution thereof;

We, not regarding the regulation of the 30th September 1739, which we have revoked and annulled, and maintaining the said heirs Joliet and Lalande in their right of property, have ordered as follows, to wit:

1o.

The proprietors of islands and islets shall be held, on the first application to that effect by the tenants on the mainland, to grant them the islands and islets situate opposite to and along their grants on the mainland, and which they shall require for the establishment of their permanent fisheries; the said grant to be for and during the time they shall be in possession of their grants on the mainland, subject, in favor of the proprietors of the islands and islets aforesaid, to the payment of one and a half per cent of the annual produce of the said fisheries, in oil and seal skins.

2o.

The said rent shall be paid to the proprietors of the said islands in kind, at Quebec, on the arrival of the vessels from the fishing grounds;

3o.

The proprietors of the said islands and islets shall, as heretofore, be allowed to hunt the seals with guns, concurrently with the grantees of the mainland, upon the said

islands and islets, at the expiration of the season of permanent fishery; they shall not, however, be allowed to establish any permanent fishery, in consideration of the above rent, inasmuch as two fisheries can only injure each other by being too close.

40.

Should any grant of land on the mainland be made hereafter to other individuals besides the present grantees, the owners of the said islands shall be held to grant them the islands and islets upon the terms mentioned in the first and second articles of this regulation; and, in default of so doing, deeds shall be granted to them in the name of His Majesty.

50.

As to the arrears due by the Sieur Pommereau up to this day, we have established them at the rate mentioned in the said first article, and order that he shall pay them, in money, to the said heirs Joliet and Lalonde, from the year 1740 (the date of the certificate of ratification of his grant on the mainland), according to the prices at which seal oil and seal skins were sold in the year 1742 by him, the said Sieur Pommereau, who will be bound to declare and attest it.

We order that the present regulation be executed between the parties, according to its tenor and effect.

Done at Quebec, on the twenty-seventh day of August one thousand seven hundred and forty-two.

(Signed) BEAUHARNOIS, and
HOCQUART.

Countersigned and sealed.

True copy,

(Signed) HOCQUART.

[Ord. of 1743, No. 31, Folio 160.]

Ordinance annulling another ordinance in the form of a regulation, of the month of September 1739, and which puts an end to the difficulties and contestations which have arisen between dame widow Pommereau, one of the heirs Joliette and Lalonde, proprietors of the Islands Mingan.

CHARLES-MARQUIS OF BEAUHARNOIS, &c.

GILLES HOCQUART, &c.

In consequence of the contestations which have arisen between the late sieur Pommereau, now represented by his widow, owner and proprietor of a space of ground,

having five leagues in front, on the coast of Labrador, at a place called *Gros Mecatina*, and the heirs Joliet and the sieur Jacques Lalande, owners and proprietors of the islands Mingan, situate on the said coast, in virtue of the said grant to them made, and to their successors, by the late sieur Duchesneau, intendant, on the tenth of March 1679, we have, as early as the month of September 1739, made our ordinance in the form of a regulation, which, among other things, fixed a rent of twenty-five *livres* for each league of islands which the proprietors should be obliged to concede to the owners of lands on the mainland, to enable them to carry on their permanent seal fisheries; and having informed His Majesty that new representations had been made to us by the said heirs and representatives of the sieur Lalande, respecting the insufficiency of the said rent, it has pleased His Majesty to send us last year His orders on the subject, together with these presents.

We, in consequence of the said orders, and setting aside our said ordinance, which is hereby annulled, and with a view to maintain the said heirs and the said sieur Lalande, as much as is necessary, in the ownership and possession of the said Mingan Islands, order as follows, to wit :

10.

That the heirs Joliette and Jacques Lalande, or his representatives, shall be held on the first demand, to concede to the grantees of lands on the main, or those who shall obtain such grants hereafter, the islands, islets and banks laying opposite to, and along their said lands, and which they shall require for the benefit of their permanent fisheries, the said grantees to enjoy the said islands, &c., as long as they shall remain in possession of their lands on the main, and for and in consideration of a rent of three per cent upon the total amount of the seal oil and seal skins produced by the said fisheries, the said rent payable either in kind or in money, at the option of the proprietors of the said islands, islets and banks, on the arrival of the produce of the said fisheries, or if the said produce is shipped directly from the fishing grounds for France, the said rent shall be payable in money, in the course of October in each year, according to the current prices of the said produce at Quebec.

20.

And we prohibit the proprietors of the said islands to establish any permanent fishery between the islands so conceded, or even on those that they may still retain, near enough to disturb or interfere with those that may be established by the proprietors of lands on the main, within the extent of their grants, under the penalties imposed by law.

30.

The proprietors of the said islands may, however, hunt the seals with guns, jointly with the said grantees of the mainland, after the expiration of the period of permanent fishing.

40.

And, as to the rent due by the said widow Pommereau, for the use and occupation of the islands opposite her concession on the main, from the first year thereof to wit :

from the year 1739 to 1742, we have fixed it as follows, to continue from year to year, during all the time she shall possess her land on the main, to wit, three per cent of the produce of the said fisheries in oil and skins. She will, however, pay the said rent in money only, for the four years of her said occupation, that is to say, from the year 1742 to the present year inclusively, according to the prices by her obtained for the said produce.

Done at Quebec, the fourth day of October 1743.

(Signed)

BEAUHARNOIS, and
HOCQUART.

Countersinged and sealed.

A true copy.

(Signed)

HOCQUART.

[Ord. of 1745, No. 33, Folio 53.]

Judgment rendered between the sieurs Gourdeaux, proprietors of the fiefs Beaulieu and Lagrossardière, in the Island of Orleans, and the sieur Noël, an inhabitant, proprietor of several lands in the said fief; and condemning the latter to pay to the said Gourdeaux, twenty-one years of arrears of cens et rentes, with a deduction of one fourth as therein specified, and to renew his deed and acknowledgment, passer titre nouvel et reconnaissance, in favor of the said Gourdeaux.

GILLES HOCQUART, &c.

Between the sieurs Jacques and Pierre Gourdeaux, and demoiselle Marie Anne Gourdeaux, wife of Nicolas François Langlois, Esquire, seignior of Crébœuf, councillor in the parliament of Rouen, heirs, subject to the benefit of an inventory *héritiers sous bénéfice d'inventaire* of the sieur Jacques Gourdeaux, their father, and in that quality, proprietors of the fiefs of Beaulieu and Lagrossardière, situate at the point of the Island of Orleans, plaintiffs, by petition, by us answered on the 8th of April 1741, and also defendants in the incidental demand of Pierre Noël, hereinafter mentioned, the said sieur Jacques Gourdeaux *attorney ad negotia* for his said brother and sister, and appearing in person, of the one part; and Pierre Noël, inhabitant and proprietor of several lands in the said fief, defendant on the petition aforesaid, and incidental plaintiff, according to the written document by him presented on the 12th of the said month of April, and also personally present, of the other part.

Seeing the said petition, alleging that the said Pierre Noël owns in the said fiefs, several lands described in a statement annexed to the said petition, respecting the rents of which the said sieur Gourdeaux, in his qualities aforesaid, is desirous of settling with him, and that he has not been able to do so, in consequence of certain diffi-

culties raised by the said Pierre Noël, who pretends that the *cens et rentes* of the lands which he possesses in the said fiefs, are subject to the reduction of one-fourth, although the greater number of the grants made to his predecessors are dated in 1652 and 1659.

That the said sieur Gourdeaux is desirous of renewing his deed with the said Pierre Noël, *désire passer titre nouvel et reconnaissance*, for the said lands; wherefore he prays that, as the enumeration of the said lands is contained in a statement annexed to the said petition, and as the deeds of concession of the same are therewith produced, it may please us to summon the said Pierre Noël before us, and to order him to bring his deeds respecting the said lands by him possessed as aforesaid, which he has promised to justify and prove; and that he be condemned to pay to the sieur Gourdeaux in his said qualities, twenty-four years of *cens et rentes* for the lands which he possesses in the said fief of Beaulieu and Lagrossardière, either in money or by exhibiting receipts for the same, according to the conditions made with him or with his predecessors; and moreover to renew his deeds, *passer titre nouvel et reconnaissance* for the said lands, and in default of his so doing, that the judgment to be pronounced in this cause shall be equivalent thereto, in favor of the sieur Gourdeaux, in his said qualities, with costs.

Seeing also our ordinance of the 8th April of the said year 1741, to the end that the said petition be communicated to the said Pierre Noël, to appear before us on the following Wednesday, the twelfth of the said month, and that he be held to produce the deeds by virtue of which he possesses lands in the said fiefs of Beaulieu and Lagrossardière; and the service of the said ordinance and petition upon the said Pierre Noël, by Clesse, a bailiff, on the 10th of April last, at the request of the said sieur Gourdeaux, in his said qualities, the said service accompanied by a summons to appear before us on Wednesday, the twelfth of April instant, to answer and proceed upon the said petition and ordinance.

Seeing moreover a written defence by the said Pierre Noël, to the petition of the said sieur Gourdeaux, not served, dated on the said twelfth day of April, alleging, among other things, that he is indebted to the sieur Gourdeaux in a sum of one hundred and thirty-nine *livres* four *sols*, and also forty-eight capons, for *cens et rentes*, but that the said sieur Gourdeaux owes him the following items, to wit,

1o.—For work done to his house, a sum of one hundred and thirty-seven *livres* ten *sols*, as per account now exhibited, and for the amount of which he brings an incidental demand, unless the said sieur Gourdeaux prefers to have the said work estimated by *experts* to be named by the parties or by us *ex officio*.

2o.—Twenty pounds of pork, at three pence per pound.

3o.—Twenty bundles of straw, at ten *livres* per hundred.

4o.—And eight capons to be deducted from the forty-eight, by him due to the said sieur Gourdeaux, amounting together the said four sums, to one hundred and thirty-nine *livres* ten *sols*, and eight capons, whereby it appears that he owes to the said sieur

Gourdeaux forty capons, and that the latter owes him ten *sols* in money. And the said Pierre Noël produces a receipt in full, from the late sieur Gourdeau, his father, dated on the 20th of November 1716; that consequently he can only be indebted for the rents accrued since that day. He also produces another receipt in full, from the sieur Parlier, brother of the sieur Gourdeaux, by his mother's side, acting for his mother, in her capacity of agent for her husband, the said sieur Gourdeaux, the elder, dated on the 18th of November 1724; the said last receipt discharging the said Noël from all dues, excepting the rents of a certain land called "Dufort", whereby it appears that the rents of all the lands by him possessed, can only run from the 15th of November 1724, excepting, however, the rents of the land "Dufort", which run from the 20th of November 1716; that this being established, it is now necessary to show the quantity of lands possessed by the said Noël and the rents and dues with which they are charged.

That he owns, firstly, three arpents of land in front, charged with a rent of twenty *sols* per arpents, and with three capons for the four arpents, one of which four arpents is possessed by his son who is bound to pay all rents and dues, either due or to accrue, namely, twenty *sols* and a capon per annum: showing that the said Noël only owes, for said land, three *livres* of *monnaie de cartes*, reducible to forty-five *sols*.

2^o One arpent in front, forming part of four arpents, each of which is charged with a rent of twenty *sols*, *monnaie de cartes*, reducible as aforesaid, and one capon per annum; three arpents of which said last mentioned four, he has sold to his son who is liable for all the rents due and to accrue thereon.

3^o Two arpents in front of a land called "Jean de Paris," the rent of which is twelve *sols*, *monnaie de cartes*.

4^o One hundred superficial arpents of the land called "Dufort," the rent of which is one *sol* *monnaie de cartes* per arpent.

That it is notorious that according to His Majesty's declaration, by which the *monnaie de cartes* is reduced by one fourth, the *cens et rentes*, and the obligations contracted previously to the said declaration and not stipulated to be paid in *argent tournois* of France or *Paris* are liable to the said reduction; that the deed concerning the "Dufort" land, is a contract for sixty of the one hundred arpents which it contains; that as it is not stipulated that the rents for the said land shall be paid in *monnaie tournois*, they are to be paid in *monnaie de cartes*; that if the rents of sixty of the one hundred arpents which the said land contains, are payable in *monnaie de cartes*, can it be supposed that the rents of the other forty arpents are to be paid in *argent tournois*, unless a deed containing a special stipulation to that effect, is produced, and as to the land of Jean de Paris, it is true that it was formerly charged with a rent of ten *sols* for each superficial arpent, but the Sieur Gourdeaux, the father, reduced that rent to twelve *deniers*, which not being stipulated in currency of France, *tournois* or *Paris*, are to be reduced, by one fourth. The said Noël produces four deeds justifying his prétensions.

And the said Noël, in his said written defence prays that act be granted him of his tender to deliver to the said Sieur Gourdeaux, in the proper season, forty capons;

and that the latter be condemned to pay him, six *sols* in money ; as a final settlement of all accounts between them ; also of his offer to affirm that the twenty-five days work of his teams, and sixteen days work by his men, for which he prays payment are due to him ; unless the said *Sieur Gourdeaux* prefer to swear that he never gave any orders for the said work ; and that he does not owe the twenty pounds of pork, sixty bundles of straw and the six capons, above mentioned ; and that, should the said *Sieur Gourdeaux* acknowledge that he has given orders, to the said *Noël*, for the work aforesaid but denies the value of it, the said work be estimated by *experts*, named by the said parties or by us, *ex-officio*, so that upon their report, justice may be done between them.

That in case the said *Gourdeaux* denies having given the said orders, or having received the pork, straw and capons in question, the said *Noël* prays act of his offer to pay the forty capons above mentioned, at the proper season, and the one hundred and thirty-nine *livres* and four *sols* of rents, in one year from this day, payable in two instalments ; the first of which at the expiration of six months and the last at the end of the year, he also prays act of the offer now made by him to renew his titles, *passer titres nouveaux*, for seven *livres* and ten *sols* of rent, *monnaie de cartes*, reduced to five *livres* seven *deniers* in money and two capons per annum.

Seeing also, our ordinance of the twelfth of April 1741, aforesaid, by which it was ordered that the parties would be heard before us, in eight days from the service of the said order ; and that in the interval, the said parties should be held to deposit, in our office, the deeds and papers which they intended to make use of, as also their demands and respective pleas, so that having examined the whole we might do justice between them, costs reserved.

The said order served at the request of the said *Sieur Gourdeaux*, upon the said *Noël*, by *Thibault*, a bailiff, on the fourteenth of the said month of April, with a summons to comply therewith ; the statement of *cens et rentes* and other dues for the lands possessed by the said *Noël*, in the said fief *Beaubien*, produced by the said *Sieur Gourdeaux*, as follows, to wit :

1^o For four arpents of land contiguous to the domain of *Beaubien*, and for two other arpents belonging to the said *Noël*, charged with a rent of twenty *sols* per arpent with a double *cens* and three live capons ; the whole payable at Michaelmas as per deed of concession, granted by the late *Sieur Gourdeaux*, the elder, to one *Gabriel Gosselin*, on the 30th of November 1652, and passed before *Andouart*, notary, the said rents payable from the 29th of September 1716, up to which time they have been paid by the said *Noël* to the said late *Sieur Gourdeaux*, as appears by the receipt by him produced, bearing date on the 29th of November 1716.

2^o For one hundred superficial arpents of land, called the lands of the Fort, charged with twelve *deniers*, according to two deeds of concession, sixty arpents of which were conceded by *Dlle. Eléonard de Grandemaison*, to *Jacques Levrier*, and

ratified by the said late Sieur Gourdeaux, by deeds passed before Audouart, notary, on the 3rd of April 1652; and the remaining forty arpents, as appears by the contract of sale made by Mr. Feuvret and wife, to Gabriel Gosselin, Widow of the said Pierre Noël, on the 12th of November 1671; the said Feuvret representing the Sieur de Lauzon de la Citére, who had acquired the said forty arpents from Pierre Lepetit & wife, as appears by the deed of sale consented by them to the said Sieur de Lauzon, and passed before Rouer, notary, on the 3rd of March 1657 a copy of which is produced by Noël: the said rents reckoned from the first of October 1716, aforesaid, until the same day in 1740.

3^o For two arpents in front, charged with ten *sols*, per superficial arpent, and three live capons per annum, and three *deniers* of *cens* for all the said grant, as appears by the deed of concession granted to Jacques Bernier alias Jean de Paris, by the said late Sieur Gourdeaux, on the 19th of March 1659, before Audouart, notary, which said land the said Noël purchased from Antoine Vignault, and Marie Magdelaine Pichet, his wife, in the qualities mentioned in the said deed; at the rate of ten *sols*, per superficial arpent, as stipulated in the contract, whereof Noël produces a copy, and passed before Pichet, notary, on the 27th of April 1717, and which land Ignace and François Gosselin gave up and abandoned, on the same day, upon the charges aforesaid.

Nota.—This article shall remain unsettled, as to the rents at that rate until the exact superficies of the said land be ascertained. The said Sieur Gourdeaux merely asking the seventy-two capons and the three *deniers* of *cens*, due for twenty-four years of arrears, saving his recourse for the rents.

4^o For four arpents in front, charged with twenty *sols*, one capon and one *sol* of *cens*, per each arpent, as appears by the deed of concession granted by the said late Sieur Gourdeaux, to the said Pierre Noël, and passed before Pichet, notary, on the 18th of November 1716, the said rents payable on All Saint's Day, each year, and reckoned from the 1st day of November 1716, to the like day of the year preceding 1740.

5^o And for two other arpents of land in front, granted to the said Pierre Noël, by the said late Sieur Gourdeaux, and situate in the said fief, on the River St. Lawrence, at the southern landing on the said island, charged with the payment of one *sol* yearly, per each arpent, on All Saints Day, as stipulated in the deed of concession, passed before Pichet, notary, on the tenth of November 1716, a copy of which is produced by the said Noël; the said rent to be reckoned from the said day 18th of November 1716 to the same day in 1740.

From the amount of all which said rents the said Sieur Gourdeaux agrees to deduct firstly, the amount of the receipt given by the said Sieur Porlier, to wit, the sum of eight *livres* and eight capons, valued at fifteen *sols* each; also for the amount of day's work and of work performed by teams, as agreed between the said Noël and the Sieur Gourdeaux, the sum of fifty *livres*; and to avoid the difficulties which might arise respecting the said Sieur Porlier's receipt, bearing date on the 8th of November 1724,

the said *Sieur Gourdeaux* further agrees to deduct from the balance remaining, a sum of fifty seven *livres*, twelve *sols*, for eight years rent, from the 20th of November 1716 to the 18th November 1724, date of the said receipt, including thirty two capons, at fifteen *sols* a piece; also four *sols* of *cens*, for the *cens et rentes* of the land containing four arpents, granted to the said Noël, in 1716, by the said late *Sieur Gourdeaux* as above stated; it being all the benefit which the said Noël can derive from the said receipt given by the said *Sieur Porlier*.

All of which, however, without prejudice to the rents due and excepted, for the land of two arpents acquired from *Jacques Bernier*, dit *Jean de Paris*, and to all other rents, dues, rights, actions and pretensions of the said *Sieur Gourdeaux*. The above statement bearing date on the twentieth of April 1741; and signed " *Jacques Gourdeaux*."

A paper writing of the said *Sieur Gourdeaux* being an answer to the document produced by the said Noël, stating among other things that he offers to deduct, from his claim against the said Noël, what he owes him; but that the said Noël must recollect that the sum of fifty *livres* has been agreed upon between them, as the value of the day's work mentioned in the account produced by the said Noël; and that in case of a denial on the part of Noël, the said *Sieur Gourdeaux* leaves the amount to be settled by us.

That as to the rents and dues owing by the said Noël, for the lands which he possesses, the said *Sieur Gourdeaux* has only made out his account from 1716, date of the receipt in full given, by the said *Sieur Gourdeaux*, his father, to the said Noël who erroneously asserts that the *Sieur Porlier's* receipt of 1724 is in full. That the reading of the said document will easily show that the sum of eight *livres* and eight capons therein mentioned can only be considered as a payment on account of what is due by Noël; and that it can, by no means, interfere with the *Sieur Gourdeaux's* demand from 1746; inasmuch as the receipt does not specify for what years the rents therein mentioned are due.

That the said Noël wishes to pay the rents by him due to the plaintiff, with a deduction of one fourth, to which he states that he is entitled by His Majesty's declaration ordering the reduction of the card currency, by one fourth, maintaining that the *cens et rentes* and obligations anterior to 1714 and to the King's said declaration, which have not been stipulated *Tournois* or *Paris* currency, are subject to the said reduction. That this is agreed upon; but that the said reduction has a retroactive effect to the establishment of the card currency, in this country only, but not to a period much anterior thereto, nor to the time when the money had the same value in this country as it had in France, as must be presumed for the years 1652, 1653, and 1659 and as it is easy to perceive.

That it is during those years that the greater part of the lands owned by Noël, have been granted to his predecessors.

That, in the two first items of his account, in which he mentions the lands by him possessed, the said Noël refers the *Sieur Gourdeaux* to his, Noël's children, for the payment of the *cens et rentes* of four arpents of land which, he states, he has sold to them, and with the payment of the arrears of rent with which he has charged them; that the said Noël should have notified the said *Sieur Gourdeaux* of that transaction, which has not been done, with a view, no doubt, to defraud him of the *lods et ventes* to him due; that the said Noël can not refer the said *Sieur Gourdeaux* as aforesaid, unless he proves his plea.

That the third item in which the defendant declares that he possesses two arpents of land originally granted to and coming from *Jean de Paris*, and which he states are only charged with one *sol* of *monnaie de cartes* per each arpent, shews that he evidently confounds the said land with another of two arpents which has been conceded to the said Noël at the rate of one *sol* per arpent, and subject to other charges enumerated in the deed of concession to him granted by the said late *Sieur Gourdeaux*, the elder, and passed before *Pichet*, notary, on the 13th November 1716, whereof Noël produces a copy, and in which no mention is made of *Jean de Paris* or of any other, which proves the mistake he has committed.

That the demand of rents for the two arpents coming from *Jean de Paris*, is established by a deed of concession of the 19th March 1659, of which Noël also brings a copy; that he contradicts himself by the deed of sale to him made thereof (and of which he produces a copy), having acquired the said land from *Antoine Vignault* and *Marie Magdeleine Pichet*, his wife, the said *Vignault* acting as tutor to the minor children of *Gabriel Gosselin*, representing *Bernier* alias *Jean de Paris*, and transferred to Noël for the consideration of ten *sols* per superficial arpent, and three live capons and three *deniers* of *cens* per annum, as appears by the said deed of the 19th March 1659.

That he, the said *Sieur Gourdeaux*, is obliged to leave this last item in suspense, until he shall have ascertained the superficies of the said land, excepting, however, the three live capons which must be paid to him, according to his account.

That the fourth item of the said Noël's account relates to the one hundred arpents to him granted by the said late *Sieur Gourdeaux*, by deed of the 13th November 1716, at the rate of one *sol* of *cens* per each arpent, which said land the said Noël confounds with that of *Jean de Paris*, as it appears by the copy of the act passed before *Pichet*, notary, produced by the said Noël.

That he persists in his demand, as contained in his account and proved by the documents produced as well by him as by Noël, and that, in case the said Noël should deny the agreement with the said *Sieur Gourdeaux*, respecting the sum of fifty livres, as being the amount due him for all the objects mentioned in his incidental demand, the said *Sieur Gourdeaux* refers the whole to our decision, and persists in his prayer that the said Noël be condemned to pay him the full amount of the *cens et rentes*, for the lands by him possessed, and mentioned in the statement by him (the *Sieur Gourdeaux*) produced, without any deduction whatever, and reserving his recourse for the

rents due him for the land of two arpents, coming from Jacques Bernier alias Jean de Paris, and without prejudice to all others dues, rights, actions and pretensions of the said Sieur Gourdeaux; further praying for costs, the said paper writing dated the 20th April of the said year 1741, signed "Jacques Gourdeaux," not served upon his adverse party.

Another writing of the said Noël, neither dated nor served, headed: "contestations as to a pretended account and replies to answers in writing," stating, among other things, that the receipt of the Sieur Porlier of the 18th November 1724, whether it be general or not, can not form the subject of a dispute, because *cens et rentes* are not considered as being due from the date of a special or general receipt, which are new and unknown terms among the inhabitants, that such *cens et rentes* are only reckoned as being due from the date of the last receipt, and that the receipt of the Sieur Porlier for the lands held by Noël, belonging to the domain of Beaulieu, with the exception of Dufort's land, must be looked upon as such.

It is pretended that, as to the memorandum produced by the said Noël, and the articles asked for by him, he did not demand more than fifty livres, which statement he denies and offers to swear that he only said he would demand that sum, if the Sieur Gourdeaux agreed to a settlement upon the terms proposed by him, which being refused by the latter, the parties remain in all their rights;

That, as to the farm of two arpents originally coming from Jacques Bernier, alias Jean de Paris, charged with ten *sols* for each arpent in superficies, this sum cannot be looked upon as a rent (*redeevance*), but merely as a redeemable rent, the King only allowing the lands to be conceded and not to be sold, with which the said Noël complied by redeeming the said rent, and paying the principal to the Sieur Porlier, acting for Dame Gourdeaux, herself acting as attorney to her husband, as stated in the deed of the 11th June 1717, produced as fourth and last exhibit marked D, which annuls a preceding deed of concession, with the exception of one *sol* of *cens* per arpent, and a receipt for twenty-five *livres de cartes simples*;

That it is plainly set forth that the reimbursement made was for the rent charged upon the land of Jean de Paris, that it is impossible to prove that the said land was charged with another *rente* of ten *sols* for each arpent in superficies, that as to the *cens et rentes* reference may be had to the execution of a preceding contract of the 18th November 1716, by which the said land is only charged with one *sol* for each arpent in front, as acknowledged in his receipt of the 18th November 1724, which is not contested; judging then from the reserve shown by the Sieur Gourdeaux, he is wrong in having a law suit and making himself a creditor for seventy-two capons, when the land owes him none.

The said Sieur Gourdeaux did not perceive that by the receipt of the Sieur Porlier of the 18th November 1724, Dufort's land was reserved; that, consequently, as to that land reference must be had to the receipt of the Sieur Gourdeaux, the elder, dated the 20th November 1746, and that the rents of the other farms run only from the day of the receipt given by the Sieur Porlier.

The Sieur Gourdeaux agrees to give him credit for the day's work with a horse, but does not say anything about the eight capons which Noël pretends he has given without getting a receipt, the twenty pounds of pork and sixty bundles of straw, which he demands upon his acknowledgment; that the said Sieur Gourdeaux offers him the sum of fifty livres for the day's work with men and horses, but he is not satisfied with it, and demands the amount of his bill, unless the said Sieur Gourdeaux would rather pay him by the toise, according to a valuation to be made by *experts* to be chosen by the parties and appointed by us *ex officio*, and concludes by the said paper writing, that upon so altering his conclusions, the said Sieur Gourdeaux be condemned to pay him five *livres* and fourteen *sols*, instead of six *sols*, and as to the remainder, persisting in his former conclusions.

A debit and credit account between the parties, not dated, by which the said Noël makes himself debtor to the said Sieur Gourdeaux for forty capons, and his creditor for the sum of five *livres* and fourteen *sols*, only taking the amounts due upon the lands up to the year 1740, and in which he does not include the four arpents given and sold to his son, in relation to which he refers the said Sieur Gourdeaux to the amounts due before.

Seeing also the other papers produced by the parties, to wit, by the said Sieur Gourdeaux:

A copy certified by Mr. Boisseau, clerk of the *prevôté* of Quebec, on the 17th March 1741, of a deed of concession by the late Sieur Jacques Gourdeaux to Gabriel Gosselin, of four arpents in front, in the seigniory of Beaulieu, Island of Orleans, by the depth which may be found, upon condition of paying, upon St. Michael's Day, twenty *sols* for each arpent in front, and twice the amount of *cens* and three live capons for the whole of the said concession, the said deed passed before Audouart, notary, the 13th November 1652;

A copy certified by the said Mr. Boisseau, on the said 17 March 1741, of a deed of concession by the said Sieur Gourdeaux, the elder, to Jacques Bernier alias Jean de Paris, of two arpents in front, upon the river St. Lawrence, adjoining the land of the said Gosselin, upon condition of paying for each arpent of land contained in the said concession, both cultivated land and wood land, three live capons a year, with three *deniers* of *cens* for the whole of the said concession, the said *cens et rentes* payable in produce of the country at the current price, the said deed passed before the said Audouart, notary, the 19th March 1659;

A rent roll made by Duquet, notary, of the lands of the seigniory of Beaulieu, dated the 6th August 1668;

A deed of concession by the said late Sieur Gourdeaux to the said Pierre Noël, of four arpents of land in front, in the said fief of Beaulieu, on the south side, by a depth extending to the middle of the said Island of Orleans, on condition of paying each year, on All Saints' Day, twenty *sols*, one live capon and one *sol* of *cens* for each arpent, and upon other conditions in the said deed mentioned, passed before Pichet, notary, the 18th November 1716;

Another rent roll of the lands of the seigniories of Beaulieu and De Lagrossardière made by the said Pichet, notary, on the 28th March 1735, at the request of the said, Sieur Gourdeaux, acting in his said quality, and in virtue of our ordinance of the 24th January preceding.

And the papers produced by the said Noël, to wit : four deeds marked C, concerning the land of the said Jean de Paris :

The first being a concession by the late Sieur Gourdeaux, of two arpents of land in front, on the south side of the said Island of Orléans, by the whole depth which may be found between the river St. Lawrence and the line running through the middle of the island from point to point, joining on one side, towards the north-east, to the habitation of the said Noël, on the other side, towards the south-west, to the lands called Lands of the Fort, upon condition of paying, on the part of the said Noël, each year on All Saints' Day, one *sol* for each arpent, for all seigniomal rights and other charges enumerated in the said deed, which was passed before the said Pichet, notary, on the 18th November 1716 ;

The second being an abandonment by Ignace and François Gosselin, in favor of the said Noël, of all rights they might have or pretend to have, upon a farm situate in the county of St. Laurent, parish of St. Pierre, known as the farm of Jean de Paris, containing two arpents in breadth by the depth it might have, described by its limits and by the deed of concession of the eighteenth of November 1716, above mentioned, upon the condition of the payment, on the part of the said Noël, of ten *sols* of *rente* for each arpent in superficies with which the said land is charged, arrears of *rente* and other debts, if any there be, to which the right and pretensions of the vendors might be subject : the said land belonging to them and their co-heirs, by inheritance from the late Gabriel Gosselin and Françoise Lelièvre, their father and mother, who had acquired it from—— Bernier, as the said vendors have declared by the said deed, passed before the said Pichet, notary, the twenty-seventh of April 1717.

The third deed being a sale by Antoine Vignault and Marie Anne Pichet, his wife, acting for themselves, and he, the said Vignault, as tutor to the minor children of the late Gabriel Gosselin, the first husband of the said Pichet, to the said Pierre Noël, of the rights which they, and the said minors, might have or pretend to have upon a farm and habitation, situate in the county of St. Laurent, seigniorie of Beaulieu, known as the farm of Jean de Paris, described by its limits as in the deed of concession of the eighteenth of November 1716, the said farm originally coming from the said Jean de Paris, as more fully explained by the said deed ; the said sale made upon condition that the said Noël would pay the ten *sols* of *rente* for each arpent in superficies, to which the said farm is subject, together with the arrears and other debts due upon the same, and also for and in consideration of the sum of thirty *livres* ; the said deed passed before the said Pichet, notary, on the said twenty-seventh of April 1717.

The fourth and last deed, passed before the said Pichet, on the sixteenth of June following, between the Sieur Claude Porlier, merchant of Quebec, acting for Miss

Marie Bissot, wife and attorney of the Sieur Jacques Gourdeaux, the elder, proprietor of the fiefs Beaulieu and de Lagrossardière, of the one part;

And the said Pierre Noël, inhabitant of the county of St. Laurent, of the other part;

By which it appears that the said Sr. Porlier, acting as aforesaid, stated that the said Sr. Gourdeaux, the elder, had, the year before, granted a deed to the said Noël of a farm situate in the said seignior, known as the farm of Jean de Paris, upon condition that the said Noël would build him a house in the place to be shewn him and after the manner stated in the said deed, which farm formed part of the lands belonging to Michel Gosselin and Marie Minville, father and mother in law to the said Noël, and was charged with a large rent, both for seigniorial rights, and for a redeemable rent (*rente*) of twenty-five *livres*; that after the death of the said Gosselin the said farm was reunited to the domain of the seignior of Beaulieu, no person being willing to undertake to pay such a large rent, which caused the said Sr. Gourdeaux to reconcede it to the said Noël upon the conditions above mentioned; that the said Noël having learnt that some of the Gosselin family were desirous of disturbing him, with the hope of regaining possession of the said farm as there was no deed of the reunion of it to the domain, although the said Noël offered to pay the arrears of the said rents; he was consequently obliged to demand the rescission of the said deed, or that the said Sieur Gourdeaux should give him all necessary security; and having afterwards learnt that the said deed was null, the reunion having only been verbal, which was the reason of the parties coming forward to have a deed of rescission passed;

That the said concession from the Sieur Gourdeaux to the said Noël, granted before the said notary on the eighteenth of November 1716, with the consent of the said Sieur Porlier acting for the said Miss Marie Bissot, wife and attorney of the said Pierre Noël should henceforth be null and void as if it had never been granted; and in consequence of the said nullity the said Sieur Porlier, acting as aforesaid, acknowledged to have received from the said Noël the sum of five hundred *livres* for the purchase and redemption of the entire principal of the said rent of twenty-five *livres*, and twenty-five *livres* for nine years arrears of *cens*, from which the said Porlier acquits and discharges the said Noël and from the arrears for the time past to the date of the said deed, and thereupon agrees that the said deed of concession of the eighteenth November 1716 of the said farm of Jean de Paris, be null and void, and consents that mention of the said deed be made in the said settlement.

Three deeds, marked D, relating to the farm called "*la terre du Fort*," of one hundred arpents, owned by the said Noël.

The first being a grant by Miss Elconore de Grandemaison to Jacques Lecrier, of six arpents in front by ten in depth situate at the said Island of Orleans, upon condition of paying twelve *deniers* for all rents by each arpent, either in work or "*en pré*" and two live capons or chickens of the season, the said deed passed before Audouart, notary, the third of April 1652, at the bottom of which is the ratification of the late Sieur Gourdeaux, the elder, then husband of the said Miss de Grandemaison, before the same notary, dated the sixth of December of the same year.

The second, being a sale by Pierre Le Petit and his wife to Louis de Lauzon Sieur de la Citérie, of four arpents in front by ten in depth, charged with *cens et rentes*, the amount of which the parties could not state; the said sale made for the sum of four livres, and upon the condition stated in the said deed which was passed before Rouer, on the 23rd March 1657.

The third and last deed passed before Rageot, notary, on the 12th November 1671, by which Jean Baptiste Peuvret Sieur de Menu and his wife sell to Gabriel Gosselin one hundred arpents of land in one piece, called "*Les terres du Fort de la Pointe de l'Isle*," the said land charged with *cens et rentes*, the amount of which the parties could not state; the said sale made for and in consideration of the sum of 65 *livres tournois* of *rente foncière* not redeemable.

A receipt from the late Sieur Gourdeaux, in these terms: "I, the undersigned, acknowledge that I hold Pierre Noël discharged from all the dues upon Beaulieu's land, and from all transactions in general that we have had together up to this day, without prejudice to the deeds passed by me in his favor on the 18th November 1716.—(Signed) Gourdeaux."

Another receipt from the Sieur Porlier, also in these terms: "I have received from Pierre Noël, on account of the lands he holds belonging to the seigniorship of Beaulieu, eight capons, and he is to pay me the money according to the agreement to be made at the rate of twenty or fifteen sols per arpent. At Québec, the 19th November 1723.—(Signed) Porlier."

Another receipt from the said Sieur Porlier, which is as follows: "I have received from Pierre Noël, for the land he holds belonging to the seigniorship of Beaulieu, not including Dufort's land, the sum of 8 livres and 8 capons, *dont quittance*. At Québec, the 18th November 1724.—(Signed) Porlier." And on the side is written: "And one sol for the land called 'Jean de Paris.'"

A receipt from the said Sieur Gourdeaux, dated the 19 November 1739, to Pierre Noël, the younger, for 3 livres and 3 capons for three years rent of one arpent of land which he got from his father, and from which he is discharged for the said year.

And after again hearing the parties this day, seeing the King's declaration given at Versailles the twenty-fifth of March 1720, rendered in interpretation of the one of the 5th July 1717, by which, in explanation of the ninth article of the above declaration and without having regard to the ordinances of Messieurs Bégon and Dupuy, heretofore intendants in this country, of the twenty-first of June 1723, of the sixteenth of November 1727 and of the thirteenth of January 1728:

It is ordered that the *cens et rentes*, dues and other debts contracted before the registration of the said declaration of the said fifth of July 1717, and which have not been stipulated to be paid in *monnaie de France*, or *monnaie tournois* or of Paris, shall be paid with the *monnaie de France*, with a deduction of one fourth, which is the difference between the french currency and the currency of the country, and that those

which it has been agreed should be paid in *monnaie tournois* or of Paris shall be paid at the rate of the french currency without any deduction.

The whole being considered—

And as, in the titles of the lands held by the said Noël in the said fiefs of Beaulieu and de la Grossardiére, it is not stated that it shall be *monnaie tournois*, of France or of Paris.

We do ordain that one fourth shall be deducted from all the *cens et rentes* in money stipulated in the said deeds, and we therefore condemn the said Noël to pay them, at that rate, to the said Sieur Gourdeaux from the eighteenth of November 1724, date of the receipt given by the said Sieur Porlier to the said Noël, with the exception of Dufort's land and the *cens et rentes* of which said land the said Noël shall pay to the said Sieur Gourdeaux from the twentieth of November 1716, date of the receipt in full from the late Sieur Gourdeaux, the elder, the whole in money or otherwise, saving to the said Noël his right to call upon his son for the *cens et rentes* of four arpents from the time he sold or gave them to him.

We dismiss the demand of the said Sieur Gourdeaux in relation to the reservation made by him in his account of the twentieth of April, and in the paper writing dated the same day, of the *cens et rentes* of two arpents which he says were conceded to Jean de Paris in 1659, under a charge of ten *sols* per each arpent in superficies, inasmuch as he makes a double charge for the said farm and for the one conceded to the said Noël in 1716, which is the same as the one left to him by the descendants of the said Jean de Paris, and of which he redeemed the *rente* of ten *sols* for each arpent in superficies, together with nine years arrears of the said *rente* paid to the Sr. Porlier, acting for Miss Marie Bissot, wife and attorney of the said late Sieur Gourdeaux, the elder, as the whole appears by the three deeds of the twenty-seventh April and sixteenth of June 1717, above mentioned.

We therefore order that the said Noël shall settle with the said Sieur Gourdeaux for the *cens et rentes* of the four lots of land belonging to him in the said fiefs at the rate above mentioned, and for each year according to the terms heretofore stipulated, as follows, to wit:

1^o For the lot of four arpents granted to Gabriel Gosselin, predecessor of the said Noël on the thirtieth of November 1652, the sum of three *livres*, and three capons of *rentes* and eighteen *deniers* of *cens*.

2^o For the lot called "Dufort," of one hundred arpents in superficies, granted in 1652 and 1653, the sum of three *livres* and fifteen *sols* of *rentes*.

3^o For the lot of four arpents granted to the said Noël on the eighteenth of November 1716, the sum of three *livres* and four capons of *rentes*, and three *sols* of *cens*.

4^o And for the lot of two arpents first granted to Jean de Paris in 1656, then to the said Noël in 1716, and acquired by him in 1717, only the sum of eight *deniers*.

And the said Noël shall be bound to pass a *titre nouvel* and acknowledgement for the said lands to the said Sieur Gourdeaux, acting as aforesaid, at the rates above mentioned; and to furnish him copies thereof in due form, and to state what portions he may have disposed of or sold, in default of which the present ordinance shall be equivalent to such *titre nouvel* and acknowledgement.

We also order that the said Noël shall settle with the said Sieur Gourdeaux, acting as aforesaid, for the sum of six *livres*, for the *rentes* in money for the year 1723, of the eight arpents of land owned by him, according to the reservation contained in the receipt of the said Sieur Porlier, dated the nineteenth of November of the same year.

Having acknowledged the said Noël as incidental plaintiff, and proceeding to adjudicate upon his said demand, we, with the consent of the parties, do condemn the said Sieur Gourdeaux to settle with him for the sum of seventy *livres*, in full of all the demands stated in the account furnished to the said Noël; we also condemn the said Sieur Gourdeaux to pay the costs, amounting to the sum of eighteen *livres*.

Thus ordered, &c.

Done at Québec, the thirteenth of April 1745.

Signed,

HOCQUART.

[Ordce. of 1746 to 1747, No. 34, folio 7.]

Ordinance condemning the Sieur Etienne Charest to build a grist mill upon the River Etchemin, at the village Ste. Genevieve, in the seignior of Lauzon, and obliging the Sieur Charly to contribute to the cost of it according to the share belonging to his minor children, co-heirs of the said seignior.

GILLES HOCQUART, &c.

Between Augustin Gatarneau, Pierre Tardif and several other inhabitants, to the number of about sixty, all grantees of the lands in the rear of the seignior of Lauzon, plaintiffs by petition, answered by us on the ninth of the present month, appearing by Charles Marois, one of them, of the one part;

And the Sieur Charest, first seignior of the said seignior of Lauzon, defendant, appearing in person, of the other part;

Seeing the said petition stating that two years previously they had presented us another petition, to explain the unfortunate situation they were in, being at a distance of more than three leagues from the river, without a mill and without being able to educate their children, for want of roads; that the Sieur Charest, their first seignior, to contribute to the clearing of the land and to give necessary assistance to his tenants,

in conformity with His Majesty's intentions; had caused the millstones and a part of the machinery necessary for a grist mill to be taken to the place, but that he had been unable to complete the work on account of the opposition of his co-heirs in the said seigniory, which was still undivided; that the inhabitants would, in consequence, be reduced to the necessity of abandoning the lands upon which they had already done considerable work.

Wherefore the plaintiffs, in conclusion pray that we may be pleased to condemn the said Sieur Charest to build a grist mill upon the River Etchemin, in the village Ste. Geneviève, unless he would rather cede the right of *banalité* to one of the plaintiffs, or to the whole of them, they being unable any longer, to withstand the fatigue endured in carrying their grain more than three leagues through impassable roads for the purpose of having it ground at Pointe-Lévy.

Our ordinance of the ninth of the present month following this and ordering the same to be communicated to the parties, that they might appear before us this day at nine of the clock in the forenoon. The said petition and ordinance served upon the defendant by Pilote, a bailiff, on the tenth of the said month.

The parties being heard.

And after it had been stated by the said Sieur Charest, that in consequence of a like demand made to him two years before by the plaintiffs, he had caused the millstones to be carried to the place with part of the materials and machinery necessary for the building of the mill in question; that he could not complete the building on account of the difficulties always thrown in the way by the Sieur Charly, a merchant of Montréal, in the name and as the tutor of the minor children issue of his marriage with the late Miss Therese Charest, the said minors being co-heirs of the said seigniory of Lauzon which is yet undivided; that the said Charest, in his own name and in the name of Dufils Charest his brother, now absent from the country, offers to build the mill in question, upon the River Etchemin, in the village of Ste. Geneviève, in the course of next summer, for the convenience of the plaintiffs, upon condition that the said Sieur Charly, acting as aforesaid, be obliged to share the expense according to the share he may have as aforesaid, in the said seigniory of Lauzon, the whole according to the statements of expenditure which the defendant shall prove he has made for the said work; in consequence of which the said Sieur Charly shall receive his share of the profits arising from the said mill; unless the said Sieur Charly would rather renounce his rights of *banalité* in the said mill, of which he will be bound to make the option within one month from the day of the signification to be made upon him of the present ordinance; after which renunciation made in due form the said Sieur Charest obliges himself together with his said brother, to build the said mill at his own cost and expense.

We have condemned the said Sieur Etienne Charest, in his own name and as acting for the Sieur Dufils Charest his brother, pursuant to the offers by him made, to build a grist mill upon the River Etchemin, in the village of Ste. Geneviève, at the most suitable place of the river for the convenience of the inhabitants of the said village and

those established in the back parts of the said seignory of Lauzon, during the course of next summer, one thousand seven hundred and forty-six ; and the said Sieur Charly shall be bound to contribute to the said building, according to the share of the said seignory belonging to him and the minor children he represents ; unless he would rather give up his right of *banalité* in the said mill, in which case the right of *banalité* shall belong solely to the said Sieurs Charest, on account of the expense to be incurred by them in building the said mill ; and the said Sieur Charly shall be bound to make his choice within six weeks from the signification of these presents, after which time in virtue of our present ordinance, he will be deprived of the right of making any choice.

Thus ordered, &c.

Done at Quebec, the twelfth of February, one thousand seven hundred and forty-six,

Signed, HOCQUART.

[Ord. of 1746 & 1747, No. 34, Folio 24.]

Ordinance which maintains Augustin Roy dit Lauziers, inhabitant of Ste. Anne de la Pocatière, in the possession and enjoyment of his porpoise fishery, under the charges, clauses and conditions contained in the deed of agreement between him and the Sieur Dauteuil, seignor of a part of the said seignory, and which prohibits one Antoine Gagnon and others, from disturbing him in the possession of the said fishery, &c.

GILLES HOCQUART, &c.

Between the Sieur Augustin Roy dit Lauziers, captain of militia in the seignory of La Pocatière, plaintiff by a petition answered by us on the 8th July last, of the one part ;

Antoine Gagnon, inhabitant of the said place, of the other part.

Seeing the said petition stating that, by our ordinance of the 31st March 1738, he had been maintained in the possession and enjoyment of the porpoise fishery in the river St. Lawrence, throughout the extent of the domain of the said seignory, under the charges, clauses and conditions contained in the agreement (*sous seing privé*) between the Sieur Dauteuil, seignor of a part of the said place, and the plaintiff, dated the 10th February 1738, with prohibition to all persons to disturb him in carrying on the said porpoise fishery ;

That, in virtue of the said ordinance, the plaintiff has carried on the said fishery without molestation up to the time that one Antoine Gagnon, neighbour of the said domain, has thought proper, without any title, to spread nets upon three or four

arpents of the said fishery, without leave and against the will of the plaintiff, which causes him a considerable damage;

Wherefore he prays that we may be pleased to summon the said Antoine Gagnon before us, for the purpose of ordering that the plaintiff be maintained in the possession and enjoyment of the fishery in question throughout the extent of the domain of La Pocatière, according to our said ordinance and to the deed of partnership above mentioned; that the said Gagnon be prohibited from disturbing the plaintiff in the enjoyment of the said fishery, and that he be condemned, for having done so, to such damages and interest as it will please us to order, and also to the payment of costs.

Our order of the 8th day of July last being at the bottom of the said petition, the said ordinance to the effect that the said petition should be served upon the parties to appear before us the 1st day of August next; service of the said petition and order upon the defendant at the instance of the plaintiff, by Dionne, a bailiff, the 14th day of July, with notice to appear before us on the said 1st day of August next.

The answer in writing to the said petition served upon the plaintiff, at the instance of the defendant, the 31st July, by which answer the defendant prays that, without reference to the demand of the said Loziers, the dismissal of which he demands that he be permitted, as well as his neighbours Joseph Huyot and St. Amant, to set a fishery for taking porpoise in front of their lands, according to their deeds of concession and in preference to the plaintiff, that the said plaintiff may be prohibited, as well as all others employed by him, from molesting the parties above named, or from hindering them to set the said fishery, and using and enjoying the same, upon pain of all costs, losses and damages, the whole with costs against the plaintiff.

Our interlocutory judgement in the premises, dated the said 1st of August, by which it is ordered that the matter should remain over for consideration during a fortnight, during which period the parties should be held to place in the hands of our secretary the documents they intended to use, and the plaintiff would be bound to produce the agreement which he alleges was made between the Sieur Dauteuil de Monceaux and several of the inhabitants of the said seignory, and more particularly with the defendant in relation to the front of their lands, the said order served upon the said defendant, by the Sieur Bouchard, an officer of militia of the said place, the 1st September following.

A paper writing containing observations, served upon the defendant, the 5th of the said month of September, by which the plaintiff persists in the preceding conclusions:

Seeing also a paper writing or agreement, between the late Mr. Dauteuil, the elder, and the said defendant, dated the 16th October 1736, by which he undertakes to sell to the defendant a portion of his domain of two arpents of land in front by thirty in depth, the said two arpents to be taken above the King's highway, and from thence running in depth, joining on the south-west side to Charles Minville, and on the north-east side to the unconceded land of the said domain.—The said sale made subject to the charges, clauses and conditions set forth in the said agreement, and in which neither the right

of fishing nor the beach are mentioned, it being merely stated that the said Gagnon shall take a deed of concession subject to the same clauses and conditions as in the other deeds in the said seignory, the said agreement signed "Ruelle Dauteuil."

Seeing further the deed of copartnership between the said Sieur Dauteuil, the younger, and the said plaintiff, of the 10th February 1738, containing the leave granted by the said Sieur Dauteuil to the plaintiff, to carry on a porpoise fishery upon the whole extent of his domain, and other stipulations touching the said fishery; our ordinance of the said 31st March 1738, with a certificate of Joseph Dionne, notary, on the south shore of the river, produced by the defendant, dated the 5th day of August last, by which it is attested that he never executed any deed of renunciation or abandonment by the defendant in favor of Mr. Dauteuil, of the front of the land sold him by Mr. Dauteuil, the elder.

Everything considered, and after due deliberation thereon, we have maintained the plaintiff in the possession and enjoyment of the fishery in question, throughout the extent of the domain of La Pocatière, conformably to the deed of copartnership between the said Sieur Dauteuil and the said plaintiff; we forbid the said Gagnon, and all others, to molest him in the enjoyment of the said fishery, under the penalties imposed by law, the whole without prejudice to the rights which His Majesty may have to the said fishery.

We condemn the defendant to the payment of costs taxed at four livres, ten sols.

Thus ordered, &c.

Done at Quebec, on the eighteenth day of March one thousand seven hundred and forty-six.

(Signed)

HOCQUART.

[Ord. of 1748, No. 35, Folio 10.]

Ordinance compelling the Sieur Courthiau, acting for Dlle Lestage, proprietress of the seignory of Berthier, to grant a title to the fabrique of the parish of Berthier, of a lot of land given by Madame de Villemur, according to a location ticket of the 3rd November 1710, without any charge, save and except in the event of the said lot passing into the hands of third parties, in which case such third parties shall be held to pay to the seignior one sol of rent by each arpent in superficies, three capons for the whole of the grant, and two sols of cens.

GILLES HOCQUART, &c.

Between Father Michel Levasseur, a Friar of the Religious Order of Recollets, discharging the duties of rector of Berthier, and Joseph Lafrenière, an inhabitant of the same place, in his capacity of church-warden in office of the fabrique of the church

of the said parish, plaintiffs by way of petition, by us answered yesterday, the said Lafrenière personally present, and assisted by the Sieur Dauré, royal notary, the bearer of certain documents, of the one part;

And Dlle Marie Joseph Esther Sayer, widow of and *commune en biens* with the late Sieur Pierre Lestage, in his lifetime trader of this town, and Dlle Marie Lestage, spinster of full age, residing at Bayonne, sister and only heiress at law of the said late Sieur Lestage, in possession of the lands and seigniorship of Berthier, defendants, appearing by the Sieur Courthiau, a trader of this town, their attorney duly constituted, of the other part.

Seeing the petition setting forth that, on the 3rd day of November 1710, Madame de Villemur, then proprietress of the said seigniorship of Berthier, gave authority to one Causabon to execute the deed of grant of the land in the said seigniorship which she had given to the church there; that under and by virtue of the said location ticket, the fabrique of the said parish of Berthier took possession of the said land, and caused a church and parsonage house to be erected, and a cemetery to be laid out, thereon, and have had the enjoyment of the said land since the said year 1710, without hindrance or molestation, and without any other title than the said location ticket; that, notwithstanding that prescription alone is now sufficient to insure to the said fabrique the free and undisturbed possession of the said land, nevertheless to avoid any difficulty which might arise hereafter by reason of the said land, the said fabrique is desirous of obtaining a title, but as the declaration of His Majesty of the 25th November 1743, which prohibits religious and other corporations, who can only acquire in mort-main (*en main morte*), from so acquiring immoveable property, seems to be an obstacle in their way,

Praying that, inasmuch as the fabrique of the said fabrique of Berthier has been in possession of the said land for more than thirty-seven years, we will be pleased to allow them to summon the said widow Lestage, the now proprietress of the said seigniorship of Berthier, to appear before us, to the end that it may be ordered that she shall be held to give to the said fabrique of Berthier a title, in due form, of the lot of land above mentioned, which contains two arpents in front by ten arpents in depth, where the said land has three arpents in front by thirty-four in depth, bounded in front by the river St. Lawrence, in the rear by Jean Baptiste Rivière, on one side by François Généreux, and on the other side partly by the lands of the domain of the said seigniorship, and partly by Pierre Généreux; and in default thereof that our ordinance in the premises shall be equivalent to such title, the said petition signed "Frs. Michel Levasseur," the said Lafrenière being unable to write;

Our order being at the foot of the same to the effect that the said petition should be served to the widow Lestage and to the Sieur Courthiau, the attorney duly named of the said Dlle Lestage, of Bayonne, proprietress of the said seigniorship of Berthier, in order that they might give their answer to the same in writing, and appear before us this day, at nine o'clock in the morning.

The written answer without date, by which the Sieur Courthiau, acting as aforesaid, after having taken communication of the said petition, and of the letter of attorney in

question, admits that the fabrique of Berthier aforesaid is in possession of the land mentioned and described in the said petition; that the said fabrique, since the making of the writing above mentioned, has always been in possession of the said land; that he does not contest the right of the said fabrique to obtain a title to the same, having frequently offered such title; that he is willing to abide by what we may order upon the subject; praying, nevertheless, that we will order that, in the event of the said fabrique selling or otherwise disposing of the said land, the purchaser of the same may be held to pay the same rents as the other inhabitants of the said seigniory are bound to pay, namely: two *sols* of *cens*, one *sol* per each arpent in superficies, and half a bushel of wheat by each twenty arpents; that the said fabrique shall be prohibited from parceling out the said land, in future, into building lots for a village, and that the seignor will have the right of taking upon the said land all the timber necessary for the building of a church, the principal manor-house and other public works.—The said paper writing signed “Courthiau.”

Seeing also copy of the power of attorney given by the said Dlle Marie Lestage, residing at Bayonne, sister and heiress of the late Pierre Lestage, the said copy duly compared with the original thereof remaining of record with the Sieur Dauré, by which power of attorney she gives to the said Sieur Courthiau all the necessary authority in relation to the estate of the said late Sieur Lestage, as appears by the said power of attorney executed before Jean Hapé de Mouho, royal notary of the said town of Bayonne, the seventeenth of May one thousand seven hundred and forty-four, and duly certified by Mr. Salvart de Liespés, lieutenant general in the jurisdiction of the town of Bayonne, aforesaid, the eighteenth day of the said month of May.

Another power of attorney given by the said Dame Widow Lestage, residing in this town, to the said Courthiau, by which she confers upon him the power of administering all, each and every her affairs and property, present and future, to grant to such persons as he may see fit lands in the seigniory of Berthier, subject to such charges, clauses and conditions as he may think proper, as the whole is fully explained in the said power of attorney executed before Dauré and Adhémar, royal notaries of this jurisdiction, the twentieth of January one thousand seven hundred and forty-five, and the letter or power of attorney of the said Dame de Villemur, signed by her and dated the third of November one thousand seven hundred and ten, by which she authorises the said Casaubon, to execute the title of the land she gives to the church, the said power being duly authenticated with our initials.

Having heard the parties so appearing: we have granted them *acte* of the matters alleged by them, and of the matters they agree to by consent; and in consequence:—

We order that by the first notary who may be thereunto required, the said Courthiau, acting as aforesaid, shall be held to grant a deed of concession to the fabrique of the parish of Berthier of the land in question, subject only to the condition that in the event of the said *fabrique* selling or otherwise disposing of the same, the purchaser of the same shall be bound to pay to the proprietor of the seigniory the ordinary *cens*

et rentes of one sol of rent per each arpent in superficies, three capons for the whole of the land, and two sols of cens, and in default of the said Courthiau granting the said deed of concession, within fifteen days from the service of the ordinance, our said ordinance shall be equivalent to such title.

Thus ordered, &c.

Done at Quebec, the twenty-third of February, one thousand seven hundred and forty-eight.

Signed, HOCQUART.

[Ordee. of 1749, No. 36, folio 34.]

Ordinance permitting the inhabitants of Cap St. Ignace to pay the rents which they owe to the Sieur de Vincelotte, in the current coin of the country, with a reduction of one quarter, and which orders that they shall furnish fat live capons, or the sum of 22 sols 6 deniers in money for each, at they may choose.

FRANÇOIS BIGOT, &c.

Between Louis Guyon and Joseph Richard inhabitants of the seigniory of Cap St. Ignace, plaintiffs by way of petition, answered by us the twentieth of December last, personally present, of the one part ;

And the Sieur Vincelotte du Hautmenil, seignior of the said Cap St. Ignace, defendant, also personally present, of the other part ;

Having seen the said petition, setting forth that the said plaintiffs are tenants of the said seigniory, together with their co-heirs, and others for whom they are acting, and proprietors of seven arpents of land in front by forty in depth, charged with thirty sols of reduced rent, by each arpent in front, and of a capon by each arpent, as appears by the deed of concession granted by the Widow of the Sieur Charles Amiot in favor of the late Nicolas Gamache, the predecessor of the plaintiffs, by reason of which charges the plaintiffs on the eleventh of November last, called upon the said Sieur Vincelotte for the purpose of paying the same, who refused the rents due upon the said land and the capons, pretending, as he said, that they were obliged to pay in money, which cannot be done, as money is not plentiful enough in this country ; wherefore, in conclusion, the plaintiffs pray that by reason of the said deed of concession before Bequet, notary, dated the tenth of July 1675, we may be pleased to summon the said Sieur Vincelotte before us, in order that he may be enjoined to take payment from the plaintiffs of the rents and amounts due him, in the current notes of the country.

Our ordinance of the twentieth of December last following, ordering the same to be communicated to the Sieur Vincelotte that he might appear before us this day. The said petition and ordinance served upon the said Sieur Vincelotte, on the thirtieth of the same month, together with a summons for this day.

Seeing also the above deed of concession, by which the said Dame Victoire Amiot, proprietress of the said seigniority of Vincelotte, has granted to to the said Nicolas Gamache, a lot of land of seven arpents in front by forty in depth, upon condition of paying each year the sum of fourteen *livres* in money and seven good fat live capons of seigniorial rents, and two *sols* of *cens* for the whole of the said grant.

The parties being heard, and after the defendant had stated that his only reason for refusing to receive the rents of the land in question from the plaintiffs, was because they wished to pay him with a reduction of a fourth; that he the defendant believes he is right in demanding the said rents without any reduction, inasmuch as it is stated that they shall be in money (*argent monnoyé*) which means and is equivalent to the currency of France, wherefore he prays that the plaintiffs be bound to pay him the said rents agreeably to the said deed, and to give him the fat live capons as therein stipulated.

The plaintiffs replied that the old rents have been reduced by one fourth in virtue of the different declarations from the King, and they maintain that these rents ought to be reduced likewise, in consequence of His Majesty's declaration of the twenty-fifth of March one thousand seven hundred and thirty, rendered in explanation of the one of the fifth of July one thousand seven hundred and seventeen, and inasmuch as it is not stated in the deed in question, that the rents shall be payable in the current money of France or *Tournois* or *Paris*.

We ordain that the said plaintiffs and their co-heirs shall pay the rents they owe to the Sieur Vincelotte, in the currency of this country with the reduction of a fourth,—

We order them, in pursuance of the said deed to furnish fat live capons or the sum of twenty-two *sols* six *deniers* in money for each, according to their choice; each party to pay his own costs.

Thus ordered, &c.

Done at Quebec, the fourth of January 1749.

Signed,

BIGOT.

[Ordce. of 1749, No. 36, folio 44.]

Ordinance commanding the inhabitants of the Côte Beaupré to exhibit to their seigniors the titles of ownership to the lands held by them, and ordering each of the said inhabitants to furnish to their said seigniors a copy in due form of each of the said titles, under a penalty of ten livres against those who may refuse, &c., &c.

FRANÇOIS BIGOT, &c.

Seeing the petition presented to us by the Superior and Director of the seminary of the *missions étrangères* established at Quebec, stating that as seigniors of the seigniority of Beaupré, they have a right to *lods et ventes*, according to the Custom of Paris, upon all sales of lots of land or portions of lots belonging to the said seigniority; that it is almost the only due or revenue they can collect, as by the distribution of the lands, they are let or conceded for very small rents; that they are deprived of the privilege of collecting *lods et ventes* which are legitimately due them by the care persons take to conceal their deeds of purchase, and by even refusing to exhibit them and furnish copies, the result of which has been that, up to this time, they have been unable to know their rights, and demand or sue for them, wherefore the petitioners conclude that we may be pleased to order that each of the inhabitants of the said seigniority of Beaupré, who is owner of any portion of land in it, shall be bound, within one month from the day of publication of the present ordinance, to bring to the petitioners, at their residence in the seminary of Quebec, their titles to the lands held by them in the said seigniority, from the grant given of the said land or part thereof, up to and including the title in virtue of which they pretend to be owners and proprietors;—

That they be also further bound to furnish, at their own cost, to the petitioners, a copy in due form of each of the said deeds from the deed of concession of the said lands, and that they be immediately obliged to pay the petitioners the *lods et ventes* which may be owing to them, with *saisine et amende*, and other debts, and in default of so doing, and by reason of the negligence and refusal of several of them, that they be compelled thereto by the seizure of their lands and crops, and by being deprived of them in favor of the petitioners; that they be obliged to pay the interest of the amounts due for *lods et ventes* from the expiration of the twenty days which the Custom allows them to exhibit their title-deeds of purchase.

In consequence of the said petition we order each of the inhabitants of the said seigniority of Beaupré to exhibit to the petitioners, at their residence in Quebec, within one month from the day of the publication of the present ordinance, their titles to the lands owned by them in the said seigniority, from the deed of concession originally made of the said land or portion thereof, down to the title in virtue of which they pretend to be owners.

We also ordain that each of the said inhabitants shall, at his own cost, furnish the petitioners with a copy in due form of each of the said deeds of sale, since the deed of concession, under a penalty of ten *livres* against those who may refuse, reserving to

the petitioners their recourse, through the ordinary means, for the *lochs et ventes* which may be acknowledged as due to them ;

And our present ordinance shall be read and published in each of the said parishes of the seignior of Beaupré, after divine service in the morning, by any bailiff thereto required who shall give a certificate thereof, which publication shall answer the purpose of a service, so that the said inhabitants may not plead ignorance.

Thus ordered, &c.

Done at Montreal, the 10th February 1749.

Signed, BIGOT.

[Ord. of 1749, No. 36, Folio 61.]

Ordinance dismissing the demand of the sieurs Dupéré et Le Bel, against one François Lévêque of Kamouraska, by which they pretend that the fishery of the said Lévêque extended too far out, that it might cause disastrous accidents to small vessels and boats, and that it was prejudicial to his neighbours.

FRANÇOIS BIGOT, &c.

Seeing the judgment rendered in the *prévosté* of this town on the 5th of March 1678; between the sieur Jean Baptiste Dupéréy, merchant of this town, and Jean Le Bel, inhabitants of Petit Kamouraska, plaintiffs : and François l'Evesque, inhabitant of the said place, defendant, by which, before final judgment, reference was had to us, inasmuch as the beach in question belongs to the king ; the costs reserved, the said judgment not signified.

The petition presented to Mr. Hocquart, heretofore intendant in this country, by the said Dupéréy and Le Bel, praying, for the reasons therein stated, that in consequence of the said judgment, he would wish to summon the said l'Evesque, that the petitioners might have the conclusions taken in their petition and summons of the 9th and 18th of February preceding, granted to them ; in support of which conclusions they state the reasons contained in the said petition, and they further observe that if the said l'Evesque were allowed to extend his fishery to low water mark, which in that place runs two leagues out, very dangerous accidents might happen to small vessels or boats, which would be wrecked or upset in trying to anchor or run into the bay during bad weather.

Then follows the ordinance of the 6th April 1748, ordering it to be communicated to the parties, that they might appear on the Tuesday next following, at nine o'clock in the morning, service of the whole being made upon the said l'Evesque, on the same day, by Vallet, a bailiff, at the request of the petitioners ; seeing also the default ob-

tained on the ninth of the said month, by the said Dupérey and Le Bel against the said l'Evesque, served upon him on the twentieth, with notice to appear on the Wednesday following.

Seeing also the petition presented to the lieutenant-general of the *prévôté* of this town by the said Dupérey and Le Bel, stating that the custom always followed in this colony was, for the inhabitants who have a right to fish in front of their land, to place their fisheries so as not to incommode their neighbours, and deprive them of the small advantages accruing to them from their fisheries as a livelihood, a custom which is so just and so well established that were it otherwise, the first inhabitant, owner of a grant of land, would extend his fishery to low water mark, and thus deprive all those coming after him of an advantage which should be common to them all, and more particularly in places where the land forms a cove; that the said François l'Evesque wished to do away with, and overthrow this custom, and for the purpose of doing so, has rented the fishery of one Dumont, an inhabitant of Petit Kamouraska, and far from being satisfied with placing his fishery as the said Dumont was in the habit of doing, and as all the other inhabitants, his neighbours do, he had placed a second fishery, then a third one, and was about placing a fourth which would extend as far as *l'Islet aux Harengs*, according to the annexed plan, so that if the pretensions of the said l'Evesque were allowed, he would stop all the fisheries of his neighbours, who would be unable to profit by the advantages given them by their deeds, while the said l'Evesque would carry on a considerable trade in fish; finally, if his pretensions were listened to, the first inhabitant of Petit Kamouraska would only have to follow his example, and all the others might then take away their fisheries.

Wherefore the petitioners, in conclusion, pray that the said l'Evesque may be bound to conform to the custom established in this colony, in relation to the placing of fisheries in front of the lands of the inhabitants; that he be prohibited from placing several fisheries in front of one another, as he has done, and that he be bound to place his fishery as his neighbours do. The said judgment containing the statements of the parties, in which the said l'Evesque contends that he has never placed his fisheries so as to be in the way of other persons' rights, having only placed them upon the ground belonging to him as grantee of the said Dumont; that what appears to hurt the said Dupérey and Le Bel, is merely the shape of his fishery, in which more fish are caught than in those of his neighbours; that the fisheries in question may, however, be examined by *experts*, to be agreed upon by the parties, or named *ex-officio*, to ascertain if they are prejudicial to the rights of the parties.

Wherefore the said l'Evesque demands the dismissal of the present action, and after seeing the plan of the place and having deliberated, we have dismissed the demand formed against the said l'Evesque, each party paying his own costs.

Thus ordered, &c.

Done at Quebec, the 26th March 1749.

(Signed) BIGOT.

(Ord. of 1749, No. 37, Folio 15.)

Ordinance enjoining the inhabitants of the county of St. Laurent to exhibit to Messire Gaillard, priest and seignior of the Island and county of Orleans, their title-deeds, to the lands held by them in the said seignior, and ordering them to give their said seignior a copy of the same at their own cost, under penalty of a fine of ten livres against those who may refuse.

JEAN VICTOR VARIN, &c.

Seeing the petition presented to us by the sieur Joseph Ambroise Gaillard, priest, seignior of the Island and county of St. Laurent, stating that he is under the absolute necessity of rendering fealty and homage to the King, according to the clauses contained in the deed of concession of this seignior; that he is further bound to furnish his acknowledgment, (*aveu et dénombrement*) according to law, and within the time appointed by the custom in this respect; that he is unable to accomplish that duty, inasmuch as since the making of his last register, a large number of properties have passed into other hands, and that such new possessors are unknown, avoiding and taking care not to be known, in order to avoid the payment of *quint, relief* and *lods et ventes* and other seigniorial dues, which is almost the only revenue of the said seignior, inasmuch as the said lands are conceded at the lowest rate, and that this obligation of giving to the King an acknowledgment as aforesaid, compels the petitioner to apply to us.

Wherefore, the petitioner concludes that we may be pleased to order the inhabitants of the county of St. Laurent to exhibit, within fifteen days of the publication of this our ordinance, to the petitioner, in his seigniorial manor-house, their titles of property, namely the original titles of concession and those by virtue of which they have become proprietors: that they will be bound moreover to furnish to the petitioner at their own costs, an authentic copy of the said titles; that they will be at once condemned to pay to the said petitioner the right of *relief, quint*, fines and other dues established by the custom, and that publication of this ordinance be made at the church door of each church in the said county of St. Laurent, by the bailiff of the place.

Having taken the said petition into our consideration, we order every one of the inhabitants of St. Laurent, to exhibit to the said petitioner, in his manor-house, within one month from the publication of this our ordinance, his titles of property for the land they possess in the said seignior, from the date of the original grant to the date of the titles by which they have become purchasers of such lands; we do hereby moreover ordain the said inhabitants to furnish to the said petitioner, at their own expense, an authentic copy of the said deeds or titles, under a penalty of ten *livres* against the parties refusing to do so, reserving to the petitioner his recourse for his right of *relief, quint*, fines and other dues established by the custom;—

And this our ordinance shall be read and published in each of the parishes of the said county of St. Laurent, after divine service, by the bailiff of the place, so that none of the said inhabitants may be ignorant thereof.

Thus ordered, &c.

Done at Quebec, the 20th August 1738.

(Signed)

VARIN.

[Ord. from 1750 to 1751, No. 38, Folio 33.]

Ordinance prohibiting the inhabitants of St. Augustin to fish anywhere else but in front of their lands, and not to meet together in the meadows of the domain of the poor, along the river Cap-Rouge; nor to make fires there and break the fences, on pain of 50 livres fine, payable to the fabrique of St. Augustin.

FRANÇOIS BIGOT, &c.

Having seen the petition presented to us by Dame Marie Josephe Geneviève Regnard Duplessis, de l'Enfant-Jésus, a Religious Lady, depositary of the property of the poor of the Hotel-Dieu of this city, to whom the seigniority of St. Augustin belongs, stating that she has agreed with one Jean Meunier, an inhabitant of the said place, to make a dam upon the said land for the preservation of the mill thereon erected, and to convey thereto the water of the river Cap-Rouge; that, since this dam has been built, which retains fish below it, a great number of the inhabitants of the said seigniority, instead of fishing in front of their property, as they were wont to do, come and fish there, disturbing the miller in the enjoyment of his property; which does considerable injury to the said Hotel-Dieu by the deterioration caused to the said mill and to the land adjoining the same, by digging for worms to be used as bait, and inasmuch as the said seigniors of St. Augustin have the exclusive right and privilege of making use of the discharge and outlet of the said dam, they applied to us that we may be pleased to prohibit all the inhabitants of the said seigniority of St. Augustin from fishing in the said river Cap-Rouge, near the dam built upon the property of the said Jean Meunier, on pain against the contravening parties of paying such fine as we shall think fit;

And also to forbid, under the same penalty, the said inhabitants from gathering together in the meadows belonging to the poor, along the said river Cap-Rouge, to make fires there and to break the fences put up to keep out the cattle, without which the said poor will lose a great portion of the revenues of the said seigniority, people going on Sundays, even during divine service, in the said meadows and destroying the grass, which causes great prejudice to the poor.

Having taken the said petition in our consideration, we do hereby prohibit the inhabitants of the said seigniority of St. Augustin from fishing anywhere else than in front of their lands, under a penalty against the contravening parties of fifty livres payable to the said parish;

And we do prohibit all persons from gathering together in the said meadows and domain of the poor, along the river Cap-Rouge, to make fires there and to break down the fences which keep out the cattle.

And this ordinance shall be read and published in the said parish, after divine service in the forenoon, so that the inhabitants thereof may not be ignorant of the same.

Thus ordered, &c.

Done at Quebec, on the twenty-fifth day of May one thousand seven hundred and fifty.

(Signed) BIGOT.

[Ord. from 1750 to 1751, No. 38, Folio 55.]

Ordinance which, at the request of the inhabitants of Beaupré, liberates them from the obligation of procuring to their seigniors copies of their titles of property, or an abstract thereof, &c.

FRANÇOIS BIGOT, &c.

Upon the representation made to us by the majority of the inhabitants of Beaupré, in relation to our ordinance of the 10th February 1749, which condemns them to give to the Seminary of Quebec, proprietor of the seigniorship of Beaupré, authentic copies of their titles of property; that these copies are very numerous and expensive, inasmuch as they ought to be made by notaries; that the Seminary has no right to exact such copies, according to the provisions of the Custom of Paris, nor even an abstract thereof, and can only demand from the said inhabitants exhibition of their titles, that the Seminary may take communication of them, and know the persons who owe them *lods et ventes*;

Wherefore the said inhabitants pray us to liberate them from this obligation.

We, having taken the matter into our consideration, do hereby exonerate and discharge the inhabitants of Beaupré from the obligation imposed upon them by our ordinance of the 10th February 1749, of furnishing to the said Seminary authentic copies of their titles of property or an abstract thereof;

And we do hereby, in consequence, liberate them from the judgment rendered in that respect against them by the judge having jurisdiction in the said seigniorship of Beaupré, reserving to the said Seminary to take the necessary proceedings to oblige their tenants to exhibit their titles, that they may know the persons who owe *lods et ventes*, and have them condemned to pay the same;

And it is our will that this ordinance be read and published at the church door of Chateau-Richer, after divine service, and that it be registered in the office of the clerk of the court there, of which registration our fiscal agent shall transmit us a certificate.

Thus ordered, &c.

Doné at Quebec, on the sixth day of March one thousand seven hundred and fifty-one

(Signed)

BIGOT

[Ord. of 1752, 1753 & 1754, No. 39, Folio 56.]

Ordonnance which maintains Séraphim Desrochers in the possession and enjoyment of two lands in the seigniory of Sorel, of three arpents in front by twenty arpents in depth, charged with a rent of 4 livres and 10 sols each. granted to him by location tickets, in opposition to the pretensions of Mr. de la Colonnierie, the agent of the said seigniory, who wanted to have them reunited to the domain of the heirs Ramezay, proprietors of the said seigniory, &c.

FRANÇOIS BIGOT, &c.

François Desrochers, residing in the parish of the Immaculée Conception, plaintiff by petition by us answered the 23rd February, personally appearing, of the one part;

And the Sieur de la Colonnierie, as agent of the seigniory of Sorel, belonging to the heirs of the late Mr. de Ramezay, defendant, also personally appearing, of the other part.

Having seen the said petition, alleging that the said defendant, in his quality aforesaid, wishes to deprive the said plaintiff of the possession and enjoyment of two lands in the said seigniory of Sorel, of three arpents in front, each, by twenty arpents in depth, because he has no deeds of concession for the same, but only a location ticket for each of them, and the *procès-verbaux* of survey, upon which lands the plaintiff has always worked, having cleared a portion thereof, and enjoyed the same in good faith and without being disturbed;

Wherefore he concludes that we may be pleased to order that the said plaintiff be maintained in the possession and enjoyment of the said lands, conformably to his location tickets;

At the bottom of which petition is our ordinance of the said 23rd day of February last, ordering that communication be given to the said Sieur de la Colonnierie to be heard before us saturday the 3rd day of this month;

Having also seen the default obtained by the plaintiff against the defendant, notice of which has been given to him, to be heard this day;

Having moreover seen the location ticket, dated the 19th March 1742, given to the plaintiff by Mr. Denys de Ramezay, one of the said heirs, for a land of 3 arpents in front by 20 in depth, situate in the said seigniory of Sorel, joining the line of the seigniory of St. Ours, subject to a rent of 4 livres and 10 sols; another location ticket, dated the 2nd February 1744, given to the plaintiff by one Antoine Dutremble, acting for the heirs de Ramezay, for another land of 3 arpents in front by 20 arpents in depth, joining the one above mentioned, subject also to a rent of 4 livres and 10 sols; the *procès-verbaux* of the boundaries of the said lands, made at the instance of the plaintiff by Piladeau, a sworn land-surveyor, dated the 28th June 1752, and a certificate signed by François Pichet dit Dupré and Pierre Mucteil, dated the 11th Nov. last, by which it appears that, on the said day, the said plaintiff offered to pay to the

defendant the rents of the said two lands, which the defendant refused to accept, alleging that the said location tickets are null and void, while the said plaintiff maintains that he is considered as one of the inhabitants of Sorel, and is made to contribute to the building of the church thereof;

Having heard the parties, and the defendant having admitted that he has refused to receive the said rents, because the said plaintiff, since the grants made to him of the said lands, has not resided thereon, nor worked upon the same, by reason of which Mr. de Ramezay, one of the said heirs, has been induced to concede the same to others, and demands the dismissal of the action of the said plaintiff, who has answered that he has caused work to be done upon the said lands, has been considered as the proprietor thereof, and has been made to contribute to the building of the church of the said parish;

And upon the whole having maturely deliberated, and inasmuch as the said heirs de Ramezay have not demanded, within the delay required by law, the reunion to their domain of the lands in question,

We have maintained the plaintiff in the possession of the said two lands conformably to the location tickets above mentioned, which will be replaced by regular deeds, at the expense of the plaintiff, when required to do so, and provided the said plaintiff do pay the *cens et rentes* of the said lands from the date of the said location tickets, and do reside upon the same within six months from this date; in default whereof, and the said delay having elapsed, the reunion of the said lands to the domain will be proceeded with, upon certificates furnished by the rector and captain of militia of the place, that the said plaintiff has not availed himself of the delay granted him by this our ordinance, and the said plaintiff shall be in consequence deprived of his right of property in the said lands.

Thus ordered, &c.

Done at Montreal, the fourteenth day of March one thousand seven hundred and fifty-three.

(Signed)

BIGOT.

True copy,

(Signed)

BIGOT.

[Ord. of 1752, 1753, and 1754, No. 39, Folio 77.]

Ordinance prohibiting the heirs Gaillard, the sieur Jéhanne and others, pretending to be proprietors of the fiefs Miramichi, Nipissiguit and Ristigouche, in the Baie des Chaleurs, from exacting dues and seigniorial cens et rentes from fishermen and others, inhabitants of the said places, on pain of being considered as guilty of extortion and under a penalty of 500 livres, payable to the Hospitals of Quebec.

FRANÇOIS BIGOT, &c.

The parties now represented by the heirs Rey Gaillard having obtained three different letters patent from His Majesty, dated the 16th March 1691, granting to them the fiefs Miramichi, Nipissiguit and Ristigouche, in the Baie des Chaleurs, in the gulf of St. Lawrence, of thirty-nine leagues in front and varying in depth, subject to the clearings and occupation mentioned in the said letters patent, they the said heirs Rey Gaillard have imagined that they were entitled to resume the property of the said lands by means of the fealty and homage which they have rendered before us in July last, although neither they nor their predecessors have made any establishments upon the said lands, conformably to the requirements of the said letters patent; and being informed that this renewal of possession is made for the purpose of taking codfish and obtaining rents from fishermen for beaches, and not for the purpose of making settlements, conformably to the said letters patent; the said heirs having sold their pretensions to the sieur Jéhanne, who enjoys them in the same manner; and being informed of the intentions of His Majesty, who is willing to dispose otherwise of the said lands now re-united to his domain, by reason of the grantees not having complied with the conditions contained in the said letters patent;

We, notwithstanding the rendering of fealty and homage as aforesaid, and until the pleasure of His Majesty in this respect be known, have annulled and rescinded the rights of property and possession in the said three fiefs;

And we hereby prohibit the said Rey Gaillard, the said sieur Jéhanne, and all others claiming right of property in the said fiefs, from receiving any dues, cens et rentes from fishermen and others settling within the said grants, on pain of being held guilty of extortion and of five hundred livres fine, payable to the Hospitals of this city:—

And this ordinance shall be read, published and posted up in this city, and copies thereof shall be sent to Miramichi, Nipissiguit and Ristigouche, to be there published, so that none may be ignorant of its contents.

We do also hereby require the sieur Bellefeuille, our deputy at Pabo, to cause this ordinance to be executed and apprise us of any contravention thereto.

Done at Quebec, the 1st September 1753.

(Signed)

BIGOT

(True copy)

(Signed)

BIGOT

[Ord. of 1752, 1753 and 1754, No. 29, Folio 37.]

Ordinance maintaining the sieur Jean Baptiste Dumont in the possession and enjoyment of a land he has acquired from Louis Lozières, the proprietor thereof, by virtue of a location ticket from the sieur Dauteuil, seignior of the fief La Pocatière, upon the condition of his taking an authentic deed of concession at his own expense, paying the arrears of cens et rentes, &c.

FRANÇOIS BIGOT, &c.

Between Jean Baptiste Dumont, an inhabitant of Sté. Anne, seignior of La Pocatière, plaintiff by petition, answered by us the 16th February last, appearing for the sieur Lozières, the younger, of the one part;

And the sieur Dionne, notary, as the agent of the said seignior, defendant, personally appearing, of the other part:—

Having seen the said petition, stating that he has been in possession for upwards of six years, of a land of four arpents in front by forty-two in depth, in the second range of the said fief, upon which he is established; that this land has been sold to him by Lozières, to whom it belonged by virtue of a location ticket of the 16th July 1731, granted by the sieur Dauteuil, co-seignior of La Pocatière; that the plaintiff having applied to the defendant to obtain a title of concession in due form, the said defendant has refused to give him one;—at bottom of which petition is our ordinance of the 16th February last, ordering that communication thereof be given to the said Dionne, to be heard before us the 9th day of March following; also the default obtained on the said day by the plaintiff against the defendant, to be proceeded upon, on the first day of April last;

Our ordinance of the said first day of April, by which we have ordered, before adjudicating upon the merits of the said petition, that the defendant should produce the ordinance of Mr. Hocquart, intendant, by him cited, and that the parties do appear before us this day at nine of the clock in the forenoon;

Seeing also the promise of concession in the following words:—“ I do hereby concede to Louis Lozières a land of four arpents in front by forty arpents in depth in the second range, joining François Paradis, subject to the conditions, dues and charges imposed upon the inhabitants of the same range, of which conditions he shall sign a deed, and give copy thereof to the seignior, at his own costs.

“ La Pocatière, 16th July 1731.

(Signed)

DAUTEUIL.”

The sale by the said Louis Lozières in favor of the plaintiff, of the 22nd May 1732, Mr. Parlier, a priest, acting for the said Lozières, who declares he cannot sign, the ordinance of Mr. Hocquart above mentioned; the power of attorney given by the plaintiff to the said Lozières, signed by the said Parlier, dated the 28th May last, that he might appear before us;

The parties being heard, we do hereby ordain that the plaintiff do take possession of the land in question, in conformity with the said promise of concession, for which land the said Dionne shall be obliged to give him a title, in default whereof this our ordinance will avail as a good and valid title, provided however, the said plaintiff do pay to the said defendant the *cens et rentes* of his land, since the 16th July 1731, date of the said promise of concession, at the rate paid by the inhabitants of the same range; and in case the said plaintiff should fail to pay the said *cens et rentes* and reside upon the said land within two months, we do hereby declare that the said plaintiff shall be deprived of all rights upon the said land, each party paying his own costs.

Thus ordered, &c.

Done at Quebec, the 1st June 1754.

(True copy)

(Signed)

BIGOT.

(Signed)

BIGOT.

[Ord. of 1752; 1753 and 1754, No. 39, Folio 109.]

Ordinance which permits the sieur Labrouche, of Gaspé, to take possession of the beach which is situate at the extremity of Pointe Verte, and to enjoy the same himself, and not otherwise.

FRANÇOIS BIGOT, &c.

Having seen the ordinance of the 22nd October last, in matters of police regulations, applying to Gaspé, by which, inasmuch as the sieur Barré, an inhabitant and fisherman, has taken, without any right, several fishing places already fitted up, we have ordered that he should select one, and that the others should be given by Mr. Bellefeuille, our deputy, to such fishermen as should want them; and being informed that the said sieur Barré possessés three fishing places, one where he fishes himself, and the two others, which he leases to strangers who come to fish there, or to people residing in the place, and the said Mr. Bellefeuille not having put our ordinance in execution,

We do hereby ordain that the said sieur Labrouche do take possession of the fishing ground situate at the extremity of Pointe Verte, belonging to the said Barré, which said fishing ground the said Labrouche shall occupy himself and not otherwise, and whenever he shall cease to occupy the same himself, our deputy shall dispose of it in favor of fishermen who may require it.

We do moreover command the said Barré to comply with our ordinance, on pain of all costs, damages and interests.

Thus ordered, &c.

Done at Quebec, the 10th October 1755.

(True copy)

(Signed)

BIGOT.

(Signed)

BIGOT.

[Ordce. of 1755 to 1760, No. 40, folio. 7.]

Prohibition adressed to Jean Barré of Pointe Verte and others, forbidding them to exact any seigniorial rights and dues from the inhabitants of Pashébiak, and the ships coming from France.

FRANÇOIS BIGOT, &c.

Prohibition is hereby made to Jean Barré, inhabitant of Pointe Verte of the Grande Rivière and to all others, forbidding them to exact any seigniorial dues from the inhabitants of Pashébiak, from ships coming from France for the fishing of cod fish; this place as well as the greatest portion of Baie des Chaleurs being re-united to the King's domain, on pain of being sued for restitution and of being declared guilty of extortion;

And we do hereby require the Sieur Bellefeuille, our deputy, to cause these presents to be published wherever it may be needed, and to cause the same to be executed.

Done at Quebec, the 23rd October 1755.

Signed,  BIGOT.

[Ordce. of 1755 to 1770, No. 40, folio 19.]

Ordinance resiliating the concession of the building lot, of Amable Beaudry, in the parish of St. Charles de Chambly, granted to him by the Sieur Joseph Marchand, seignior of the said place, and condemning the said Sieur Marchand to 200 livres damages in favor of the said Amable Beaudry, with interest and costs.

FRANÇOIS BIGOT, &c.

Between Amable Beaudry, of the parish of Saint Charles, in the seigniory of Chambly, blacksmith, plaintiff by petition, answered by us on the thirtieth of July last, appearing in person, of the one part;

And the Sieur Joseph Marchand, seignior of the said parish, defendant, appearing by his wife, of the other part;

Seeing the said petition which states that by deed before Duvernai, notary, on the 2nd of August 1754, the defendant had conceded to the plaintiff an *emplacement* of sixty-one feet in front by one hundred and seventy-nine in depth, on condition of paying thirty *livres* of *rente* and building a house upon it; that the plaintiff had built a house upon it which we ordered should be demolished, by reason of the contravention to the King's ordinance of the 6th of February 1755, which prohibits from building upon

less ground than one arpent and a half in front, by thirty or forty m depth ; that the Sieur Marchand, who was aware of the ordinance, should not have obliged him to disobey it, inasmuch as no town had been erected in the parish ;

Wherefore, he concludes that we may be pleased to allow him to summon the defendant before us, to have it ordained that, inasmuch as he has disobeyed the King's ordinance, by conceding a small piece of land and obliging the plaintiff to build a house upon it, the deed of concession above mentioned is null and void, and the plaintiff discharged from the clauses and conditions contained in it, and further that the defendant be condemned to reimburse to the plaintiff the amount it cost him to build the said house, according to the report of *experts*, and to fifteen hundred *livres* of damages and interest, for the injury caused to the plaintiff, and the costs.

Our ordinance of the 30th of July last being at the bottom of the said petition, ordering it to be communicated to the said Sieur Marchand, that he might appear before us this day, the said petition and ordinance served upon the defendant by LeBrun, a bailiff, on the third of this month, together with the notice to appear on the said day.

The defence in writing of the said Sieur Marchand, stating among other things, that when he conceded the said building lot to the plaintiff, he was not aware of the King's ordinance above mentioned, that he was the more excusable in being ignorant of it, inasmuch as he had nothing to do with it, the punishment being only imposed upon those inhabitants who established themselves upon less ground than was mentioned in the ordinance, and not against the seigniors ; that the plaintiff should have been cognizant of the ordinance, and that it was not for the purpose of leading him into error that the deed obliged him to build a house, that it was merely to facilitate his means of gaining a livelihood by his trade, as he then had no place to live in.

Wherefore, the defendant concludes that the demand of the plaintiff be declared unlawful and unfounded, and that it be dismissed with costs, consenting however that it should be effective as to the clause of the resiliation of the deed of concession which of necessity becomes null by reason of our judgment ordering the demolition of the house ; and that the defendant be relieved for the future only from the charges, clauses and conditions of the said deed.

Seeing also the above mentioned deed by which the defendant concedes to the plaintiff a building lot of about sixty-one feet in front by about one hundred and seventy-nine in depth, adjoining the ground belonging to the church of the place, on condition of the payment of thirty *livres* of *rente* and of building a tenantable house, and keeping it in good repair, so that the seigniorial dues (*cens et rentes*) may be easily collected ; and our ordinance of the 27th of July last ordering the demolition of the said house, and condemning the said plaintiff to a fine of one hundred *livres* ;

Having heard the parties present,

Inasmuch as there is no village or town erected within the said parish of St. Charles, we have cancelled and do hereby cancel the grant of the building lot in question in

virtue of the deed of the second of August 1754, which deed shall have no effect, and we therefore discharge the plaintiff as to the clauses and conditions contained in it.

We allow the defendant to dispose of the said emplacement as he may think proper, and we condemn him only to two hundred *livres* for damages and interest in favor of the plaintiff, and to the costs amounting to seven *livres*, the signification of these presents not included.

Thus ordered, &c.

Done at Montreal, the 7th of August 1756.

Signed, BIGOT.

[Ordee. of 1755 to 1760, No. 40, folio 31.]

Ordinance declaring a wind mill built in the seigniorie of Contrecoeur, by the Sieur Claude Pecaudy de Contrecoeur, to be a banal mill, in virtue of the ordinance of the 13th February 1742, and prohibiting the Sr. Martel, proprietor of the fief St. Antoine in the said seigniorie, to receive at his mill any wheat belonging to the inhabitants, either of the said seigniorie or of the said fief, and even to grind that coming from his own domain for the subsistence of his family and servants.

FRANÇOIS BIGOT, &c.

Between Claude Pecaudy, Esquire, seignior of Contrecoeur, captain of infantry, plaintiff in a petition answered by us on the twelfth of January last appearing by Mr. Panet, notary of the *prevoste* of Quebec, of the one part ;

And the Sieur Martel, formerly one of the King's store keepers at Montreal, seignior of the fief St. Antoine, situate in the said seigniorie of Contrecoeur, as having acquired the same from the co-heirs of the late Widow of Jean Louis de Chapt, Esquire, Sieur de la Corne, defendant, appearing by Mr. Decharnay, notary, his attorney, of the other part ;

Seeing the said petition stating that by an ordinance of Mr. Hocquart, heretofore intendant in this country, rendered on the 13th of February 1742, between the missionaries and inhabitants of the parish and seigniorie of Contrecoeur, of the one part ;

And François Antoine Pecaudy, Esquire, seignior of Contrecoeur, and father of the petitioner, and Dame Marie Françoise de Contrecoeur, Widow of the late Jean Louis de la Corne, Esquire, Sieur de Chapt, of the other part ;

And Jean François Volant de Fosseneuve, seignior of part of the said seigniorie of Contrecoeur, and the plaintiff admitted as an intervening party in the said cause, the

said plaintiff had been authorised to build and construct a banal mill in the seigniorie of Contreccœur, within one year, unless the said Fosseneuve would rather, within fifteen days after the notification of the said ordinance, give security at the *greffe* of the jurisdiction of Montreal, to build the said mill within a like delay;

That after the requisite notices the said Fosseneuve did not think proper to give security at the *greffe* at Montreal, as ordered by the said ordinance, so that in obedience to it, the plaintiff had the mill in question built within the year and day; that by deed passed before Latour, Notary, on the 4th of May 1741 the said François Antoine de Pecaudy de Contreccœur, his father, and the said Widow de la Corne, doubtless not wishing to participate in the right of *banalité* in the said mill, had given up all their rights and pretensions to it in favor of the person authorised to build it, in virtue of the ordinance of the intendant; that in contradiction to these titles the defendant, acting as aforesaid, had thought proper, during the absence of the plaintiff, to construct and build a mill upon the piece of land acquired by him, and every day ground the grain of the inhabitants of the seigniorie of Contreccœur, and particularly that of the plaintiff's tenants, wherefore he concludes by the said petition, that we may be pleased to allow him to summon the said Sieur Martel before us, that he be condemned to demolish the mill which he has unlawfully built in the said seigniorie of St. Antoine, otherwise, and in default of his so doing, within fifteen days after the notification of our ordinance, that the plaintiff be authorized to demolish the said mill, at the cost and charges of the said defendant and that for the injury which the erection of the said mill has caused to the plaintiff by reason of the tolls (*mouture*) received by the defendant, that he be condemned to such damages and interest as we shall please to order, together with costs.

Our ordinance of the said 12th of January last, ordering it to be communicated to the said Sieur Martel, that he might appear before us on saturday the 25th of February last, at nine of the clock in the forenoon.

The notice given of the said petition and ordinance, at the request of the plaintiff, to the defendant, by the bailiff Houlier, on the 25th of the said month of January, with the order to appear on the said 26th of February.

The writ of summons given to the defendant on the 21st April last, with the declaration that the above summons was to be continued over to saturday the 23rd of the said month;

Another writ of summons served upon the said defendant on the 20th of this month, to appear the next day, saturday;

The written defence of the said Sieur Martel, stating that the mill built by the plaintiff cannot be considered as a *moulin banal*, according to the terms of the 71st & 72nd articles of the Custom of Paris; that by the ordinance made by the Intendant, Mr. Hocquart, between the plaintiff, Madame de la Corne and the inhabitants of Contreccœur, on the 13th February 1742, the said plaintiff was authorized to build, within one year, in the fief of Contreccœur, a banal mill, according to the terms of the same

ordinance which was a title in his favor, but that he had lost the right acquired in virtue of such title, for want of compliance with the terms of the said ordinance within the time prescribed, which non-compliance still continues, as no mill has been built, which can be considered as a banal mill under the terms of the said articles of the Custom, which decide that a wind mill cannot be considered as a banal mill, without a title or acknowledgement in writing, therefore the plaintiff's mill cannot be looked upon as such;

That even, if the plaintiff had the right of *banalite*, he could merely prevent people from hunting on his lands, and could not proceed to demolish a mill that the defendant did and could build upon his own ground, for himself and for the inhabitants of his seignory, and which is not established for those of the plaintiff;

Finally he relies upon this essential clause, that the plaintiff has no right of *banalite*, and that his wind mill cannot be considered as such, according to the terms of the 71st and 72nd articles of the Custom; that the plaintiff cannot take advantage of the renunciation of his predecessors, to whose rights he has succeeded; that the said renunciation cannot be of any use, as the defendant has not taken advantage of it; concluding that the action be dismissed with costs;

The said paper writing served upon the plaintiff on the 21st May of the said year, the summons to appear served upon the defendant yesterday, together with a declaration that the summons heretofore given would be continued over to this day, at nine of the clock in the morning.

The plaintiff's answers in writing, stating that the defendant had been careful not to cite the 71st and 72nd articles of the Custom, which alone would be a sufficient refutation of his pretensions, that by the 71st article, no seignior can oblige his tenants to go to the oven of the banal mill, unless he has a valid title; that the plaintiff has a valid one which is the ordinance of Mr. Hocquart, which the defendant himself approves by his defence, to which must be added the compliance of all the inhabitants of the plaintiff's seignory who have submitted to it; that by the renunciation of the defendant's predecessors to the right of *banalite*, the said defendant had no right to build a banal mill without the consent of a seignior who has that right, persisting in his conclusions with costs;

The said paper writing signified to the defendant on the 25th day of the said month of May.

Seeing also the deed passed before Latour, notary, on the 4th May 1741, by which Mr. de Contreœur, the elder, and the widow of the late Jean Louis de la Corne, after having examined the petition of the 25th March last, presented to Mr. Hocquart by the curate and inhabitants of the parish and seignory of Contreœur, and after having deliberated upon their demands, have consented that the said curate and inhabitants, or such person as the said Sieur Hocquart might see fit, should be authorised to build a banal mill in the said seignory of Contreœur, and for that purpose the said Sieur de Contreœur and the said widow de la Corne have agreed that the right they

have to build a grist mill, and the right of *banalité* belonging to them throughout the said seignory, shall accrue and belong to the person who will oblige himself to build a grist mill in the said seignory, and the said Sieur de Contrecoeur and widow de la Corne have abandoned and surrendered all mill rights and rights of *banalité* to the person who shall be authorized to build the same, upon condition of his agreeing to do it within a year from the day of the ordinance to be rendered;

The said deed signified to the Sieurs Volant de Fosseneuve and Charles Vallerand dit Henault, co-seigniors of the said seignory, on the 18th day of the said month and year, by the bailiff Monmerqué.

The ordinance of Mr. Hocquart, dated the 13th February 1742, by which the plaintiff is authorized to build the mill in question within one year, unless the said Fosseneuve shall, within fifteen days after signification of the present ordinance, file his consent at the *greffe* of the jurisdiction of Montreal, to build the said mill within the same delay of a year, and under the conditions contained both in the decree of the King's council of state of the 4th June 1686, and in the petition in intervention of the Sieur de Contrecoeur, the younger; and in default of the said Fosseneuve filing the said consent within the said delay of fifteen days, after that period the said Fosseneuve shall not be allowed to build the said mill, according to our present ordinance, and the Sieur de Contrecoeur shall be bound to build it within the year, as above authorised, the whole under pain of all costs, damages and interest in favor of those concerned;

The said ordinance signified to the said Sieur de Fosseneuve, on the 3rd March of the said year, by the bailiff Monmerqué.

Having heard the parties appearing, we have declared and do declare that the mill built by the plaintiff in the said seignory of Contrecoeur, in obedience to the ordinance of Monsieur Hocquart of the said 13th February 1742, is a banal mill;

We therefore prohibit the Sieur Martel from receiving in his mill any wheat of the inhabitants, either of the seignory of Contrecoeur, or of the fief St. Antoine which belongs to him, and even to grind the grain grown upon his domain, destined for the use of his family and servants upon the said domain, pursuant to the Custom of Paris, under pain of all costs, damages and interest in favor of the said plaintiff, and as to the other demands of the said seignior of Contrecoeur, we dismiss him out of court.

We condemn the defendant to pay the costs amounting to the sum of 14 *livres* and 18 *sols*.

At Quebec, the 25th May 1757.

(Signed) BIGOT.

[Ord. from 1755 to 1760, No. 40, Folio 47.]

Ordinance fixing the cens et rentes, in the town and suburbs of Quebec, at 5 sols, 6 deniers a year, for each lot of ground, and 1 denier of cens for each arpent in superficies, within the banlieue.

Seeing the petition presented to us by the director of the King's domain in this town, stating that, in execution of our judgement of the 8th October 1754, enjoining the proprietors of lots and houses acquired from His Majesty in the *censive* of Quebec, to bring all the titles, in virtue of which they possess the said lots and houses, to the office of the said domain, for the purpose of being registered by extracts, he has proceeded with the said registration; that, upon examining the said titles, he has found that the *cens et rentes* of three fourths of the said lots are unknown and have to be settled, as the first titles are lost; that he has discovered, by the first titles of the other fourth, that all the grants of lots of ground in the said town, have been given by the governors and intendants, upon condition of paying every year 5 sols, 6 deniers of *cens et rentes* to the said domain, for each lot whether large or small; that he has also perceived that the grants of lands, within the said banlieue of Quebec, have been given upon condition of paying 1 denier of *cens et rentes* for each arpent in superficies, and that it would be right to see to the settlement of those *cens et rentes*;

Concluding that we may be pleased to establish the rate of the said *cens et rentes* at 5 sols, 6 deniers a year for each lot of ground in the town and suburbs, and 1 denier for each arpent in superficies within the said banlieue, to order the recovery of twenty-nine years of the said *cens et rentes*, and settle that they be collected every ten years.

We ordain that all the lots of ground acquired from His Majesty's domain in the town and banlieue of Quebec, shall be charged with 5 sols, 6 deniers a year of *cens et rentes*, and 1 denier of *cens* for each arpent in superficies within the said banlieue.

We allow the director of the said domain to sue for the recovery of the said *cens et rentes* for the said twenty-nine years.

We further ordain that, from this day, payment thereof shall be exacted every ten years.

And these presents shall be read and published wherever necessary.

Thus ordered, &c.

Done at Quebec, on the twenty-seventh day of May one thousand seven hundred and fifty-eight.

(Signed)

BIGOT.

[Reg. Ins. Sup. Coun. 1714 to 1718, D. No. 4, Folio 36.]

Letters patent cancelling all the grants made by the sieur de la Mothe Cadillac, at the straits of Lake Erie, and allowing the governor and lieutenant-general to give new grants to those who have enjoyed in good faith and have conformed to the conditions to which they were obliged.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARRE,

To all whom these presents shall come, greeting.

Having been informed that the sieur La Mothe Cadillac, heretofore commandant at the foot of Detroit, on Lake Erie, has given grants of lots and farms which have not been made in the usual manner, we have come to the conclusion of revoking all the said grants. However, as the inhabitants who have had these grants are in good faith, and may have complied with the conditions contained therein, we have come to the resolution of giving new grants to those who have done so.

For these and other causes, with the advice of our dear and well beloved uncle, the duke of Orleans, regent; of our dear and well beloved uncle, the duke of Maine; of our dear and well beloved uncle, the count of Toulouse, and other noblemen of France, great and distinguished personages of our kingdom, and of our certain knowledge, full power and royal authority, we have revoked and do hereby revoke all the concessions of lots and lands at the straits of Lake Erie, granted by the said sieur de La Mothe Cadillac; it is our will, however, that new grants be given by our governor and lieutenant-general of New-France and the intendant of the said country, to those inhabitants who have complied with the conditions to which they were obliged, to which grants we will give our sanction.

We command our well beloved and faithful councillors and the members of our superior council at Quebec, to have these presents read, published and registered and to comply with the same, according to their tenor and effect. For such is our pleasure, and that the same may be firmly established, we have had our seal affixed to these presents.

Given at Paris in the month of April 1716, and in the first year of our reign.

(Signed)

LOUIS.

And lower down, by the king, "Phelipeaux", with signature, and alongside *visa* "Voisin", and sealed with the great seal with green wax and with red and white silk tape; registered according to the decree of the superior council of this country on the first of December 1716.

(Signed)

DE MONSEIGNAT.

[Reg. Ins. Sup. Coun. 1715 to 1722, E. No, 5, Folio 38.]

Letter of His Majesty Louis, King of France, of the 16th of April 1719, addressed to the Superior Council at Quebec, in relation to the banalité of the Mill of the seigniory of Vincelotte (Cap. St. Ignace.)

BY ORDER OF THE KING.

Our beloved and faithful,

We have caused examination in our council of the decree of the fourth of June, one thousand six hundred and eighty-six, in relation to the *banalité* of the mills in New-France, and also of the decree rendered in our superior council of Quebec, on the seventh of March, one thousand seven hundred and eighteen, in relation to the wind-mill built by the sieur Joseph Amyotte in his seigniory of Vincelotte, whose right of *banalité* was disputed by Jean Fournier, an inhabitant of the said seigniory, by which decree you have suspended rendering judgment on the principal matter in issue until you should be informed of our intentions in relation to the *banalité* of wind-mills, and you have, however, ordered in the meantime, that the said Fournier and other inhabitants of the said sieur Amyotte shall carry their grain to be ground at the wind-mill of his seigniory of Vincelotte.

We have also had explanation given us touching the articles of the custom of the *prévosté* and *vicomté* of Paris, which treats of the *banalité* of mills, and by the advice of our dear and well beloved uncle, the duke of Orléans, regent, we send you this letter to inform you that our intention is, that you should declare the wind-mill belonging to the said sieur Amyotte, in the seigniory of Vincelotte, to be a *banal* mill, and that nevertheless you will permit the tenants of the said seigniory to have their grain ground elsewhere, when the said mill shall be stopped in any manner and for any cause whatsoever.

We recommend you also to prevent the said sieur Amyotte from molesting his vassals in relation to this matter, to which you shall pay particular attention, without therein making default; for such is our pleasure.

Given at Paris, the sixteenth of April one thousand seven hundred and nineteen.

(Signed) LOUIS.

And lower down,

FLEURIAU.

And sealed with the small seal.

His Majesty's letter above written, addressed to the superior council of Quebec, has been registered in the *greffe* of the said council, by me the undersigned, clerk of the said council, at the request of the King's attorney-general, according to his decree of this day.

At Quebec, the second of October, one thousand seven hundred and nineteen.

(Signed) RIVET.

[Judgment and deliberation of the Superior Council, part second, 1671 to 1676, Folio 460.]

Deliberation of the Superior Council by which it appears that the mills, whether they be water-mills or wind-mills, which seigniors have built, shall be considered as seigniorial or banal mills.

Having seen the petition presented to the council, by Charles Morin, the miller of the mill of the seignior of De Maure, praying that Pierre Lefebvre dit Ladouceur, one of the lessees of the mill of the seignior of Dombourg, be condemned to restore him the flour he has taken from the said Morin; and inasmuch as the mill of Dombourg is not a *banal* mill and cannot supply with flour the inhabitants thereof, the said Morin be allowed to grind for the said inhabitants, and that the said Ladouceur be forbidden from disturbing him in that respect; at the bottom of which petition is an ordinance of the council of the 21st June last, ordering that communication should be given to the attorney-general.

Having also heard Pierre Lafayé dit Mouture, co-lessec of the said mill of Dombourg, appearing for the said Ladouceur; seeing the conclusions taken by the said attorney-general; and having upon the whole maturely deliberated:—

The council has dismissed the demand and pretensions of the said Morin; and adjudicating upon the said conclusions, hath ordained and doth hereby ordain, that the mills, whether they be water mills or wind-mills, which the seigniors have built, or will build hereafter in their seigniories, shall be seigniorial or *banal* mills; and that their tenants, who shall be bound by their deeds of concession to this effect; shall carry their grain to such mills, and leave it there at least forty-eight hours, after which if not converted into flour, they will be allowed to take it elsewhere, without paying toll to the miller of the seignior; it is moreover expressly forbidden to proprietors of mills, as aforesaid, to induce the tenants of another proprietor to come to their mills, under a penalty of one *écu*, (half a crown) in favor of the seignior, and on pain of confiscation of the grain and vehicles containing the same.

And it is further ordered that copies of this regulation shall be sent by the attorney-general, to all the jurisdictions of this country, to be registered, and to be published and posted up in the usual manner, at the request of the king's attorneys, or fiscal attorneys, so that none may be ignorant of its contents.

(Signed)

F. F.

[C.—Edicts, Decrees and Declarations, 1720 to 1736, folio 142, Vol. 3.]

Declaration of the King of the 25th March 1730, explanatory of a former declaration of the 5th July 1717 in relation to the cens et rentes, and other debts and dues.

Louis, by the Grace of God, King of France and Navarre.

To all to whom these present shall come, greeting.

By the eighth article of our declaration of the fifth day of July 1717, we have abrogated, in Canada, the currency of the colony, the value of which was one fourth under that of our kingdom, and we have thereupon ordered that all covenants, dues, leases and all other transactions, should be made, from the day of the registration of the said declaration in the Superior Council of Quebec, according to the currency of France, which currency should be mentioned in deeds or notes, next after the sum for which the debtor should make himself liable, and that the coinage of France should have, in the said colony, the same value as in our kingdom ;

And by the ninth article we have also ordered that the *cens*, dues, rents, and other debts incurred previously to the registration of the declaration, and not made payable in the currency of France, should be paid in the said currency of France, and we have since been informed that, upon contestations which have arisen between the seignior of Beauport and several of his inhabitants, in relation to their seigniorial rents made payable in the currency called *livre tournois*, Mr. Begon, heretofore intendant in the said colony, rendered an ordinance on the 21st June 1723, declaring that in conformity with the said article of the said declaration, the rents made payable in the currency called *la livre tournois*, and not made payable in the currency of France, should be paid with a reduction of one fourth ; that in 1727, upon another contestation which arose between the seignior of Bellechasse and some of his inhabitants, on the same subject, Mr. Dupuy, the successor of Mr. Begon, rendered an ordinance, the 16th November of the same year, declaring that tenants should pay the arrears of *cens et rentes* and other dues according to the tenor of their deeds, and that this latter ordinance, contrary to the former, has induced the seignior of Beauport to apply once more to Mr. Dupuy, who rendered another ordinance on the 13th of January 1728, condemning the inhabitants of Beauport to pay their *cens et rentes* according to the tenor of their deeds without any reduction or diminution,—and making the ordinance by him previously rendered in favor of the seignior of Bellechasse, common to the inhabitants of Beauport.

This diversity of opinions has induced proprietors of seignories and fiefs, in the said colony, to represent to us that justice required that we would ordain that all *cens et rentes*, and other seigniorial dues, should be paid in full in the currency of our kingdom, except such as are made by express stipulations payable in the currency of the country, which must be, in conformity with the said ninth article of our said declaration, paid with a reduction of one fourth ;—

On the other part, the inhabitants of the said colony, who are liable for the said *cens et rentes*, have prayed us to annul the ordinances rendered by the said Sieur Dupuy, and consequently to order that the ninth article of our said declaration shall be strictly executed, inasmuch as it expressly enacts that the *cens et rentes*, seigniorial dues and other debts, incurred before the registration of the said declaration, and which are not made payable in the currency of France, shall be paid in the said currency of France with a reduction of one fourth, which is the difference between the currency of the country and that of France; and being willing to put an end to these contestations, and thereupon declare our intentions, for these and other causes us thereunto moving, in explanation of the ninth article of our said declaration of the fifth day of July 1717, and without reference to the ordinances of the said Sieur Begon and Sieur Dupuy of the 21st June 1723, 15th November 1727, and 13th January 1728,

We have declared and ordered, and we do hereby declare and order, under our hand and seal, that the *cens et rentes*, dues and other debts incurred before the registration of our said ordinance of the fifth day of July 1717, and which are not made payable in the currency of France, or in the currency called *la livre tournois* or *parisis*, shall be paid in the said currency of France with a reduction of one fourth, which is the difference between the currency of this country and that of France, and such as are made payable in the currency of France, or in the currency called *tournois* or *parisis* shall be paid in the currency of France, without any reduction.

We do further ordain that our said declaration shall be executed according to its tenor and effect.

And we do further require our trusty and well beloved, the members of our Superior Council of Québec, to cause these presents to be read, published and registered, and the same to keep and observe according to their tenor and effect, notwithstanding what is contained in the said ninth article of our said declaration of the 5th July 1717, from which we have derogated and do hereby derogate, in that respect only, in order to remove all obstacles in relation to its execution, for such is our will.

In testimony whereof we have caused our seal to be affixed thereto.

Done at Versailles the 25th day of March of the year of our Lord 1730, and of our reign the fourteenth.

Signed, LOUIS.

And further down :—

By the King's command,

PHÉLIPEAUX.

With a flourish.

Sealed with the great seal.

Registered, at the request of the King's attorney general, in conformity with a decree of the Superior Council of this day, by us, councillor, King's secretary, and registrar of the Superior Council.

Quebec, 7th August 1730.

[F.—Edicts, Decrees and Declarations, 1644 to 1727, folio 15, Vol. 6]

Decree of the King's Council of the 4th June 1686, ordering all the seigniors, proprietors of Fiefs in New France, to erect banal mills in their Fiefs, and in default of their so doing, permitting all individuals to build any such mills, and granting them the right of banalite.

His Majesty, the King, sitting in council, having been informed that most of the seigniors who are proprietors of fiefs in New France, neglect to erect the banal mills necessary for the subsistence of the inhabitants of the said country, and in order to remedy an evil so prejudicial to the welfare of the colony, has ordained, and doth hereby ordain, that all the seigniors who are proprietors of fiefs within the territory of New France, shall be bound to erect therein banal mills, within one year after the publication of the present decree; and after the expiration of this delay, in default of their having done so :

His Majesty doth permit all individuals of whatever condition and rank to erect such mills, granting to them in that respect the right of *banalite*, and prohibiting any person to disturb them in the enjoyment thereof.

His Majesty doth require the members of the Superior Council of Quebec to cause the said decree to be duly executed, and to be registered, published and posted up wherever need be.

Done in the King's Council, in presence of His Majesty, at Versailles, the 4th June 1686.

Signed, COLBERT,

Louis, by the Grace of God, King of France and Navare.

To our trusty and well beloved councillors of our Superior Council of Quebec, greeting :

We do hereby require and order you, by these presents under our hand and seal, to cause the decree, an abstract of which is hereunto annexed under the seal of our chancery, this day rendered in our council, in our presence, to be strictly executed accord-

ing to its tenor and effect, and to have the same registered, published and posted up wherever need be :

Hereby ordering any one of our bailiffs, forthwith, upon being thereunto required, to do that which may be necessary for the execution thereof, without further order, for such is our will.

Done at Versailles, the 4th June in the year of our Lord 1686, and of our reign the fourteenth.

Signed, LOUIS.

And further down :—

By the King's command,

COLBERT.

Sealed with the great seal and countersigned, &c.

Registered the 21st October 1686.

Decree of the King's Council, requiring seigniors to make their tenants to reside upon their seignories, and prohibiting them from selling wood lands, (terres en bois debout) of the 15th March 1732, Ins. Cons. Sup. Rég. G., Folio 20.

EXTRACT FROM THE REGISTER OF THE KING'S COUNCIL.

The king having caused the production before him, in his council, of the decree rendered therein the 6th July 1717, ordering that the inhabitants of New-France, to whom lands or fiefs have been granted, and who have not yet cleared any portion thereof as a domain, nor caused the inhabitants to settle therein, should be held to put them in a state of cultivation and to place settlers thereon, within a year from the publication of the said decree, after the expiration of which delay, such fiefs should be re-united to the domain of His Majesty, and that the said seigniors should also be held to concede to the inhabitants, demanding them, subject to the usual seigniorial dues, (*à titre de redevances,*) and without exacting any sum of money, in default whereof, the said inhabitants, in case of a refusal on the part of the seigniors, after demand to that effect, are permitted to apply to the governor and lieutenant-general and intendant of the said country, to obtain concessions of such lands, subject to the dues imposed upon the lands already conceded, which dues should be paid to the receiver of the domain of His Majesty, without the seigniors being allowed to claim any thing upon the lands so conceded, and another decree of the same day, 6th July 1711, ordering that the tenants of lands *et vôturé* should be held to reside thereon, *tenir feu et lieu*, and to put them in a state of cultivation within a year from the day of publication, on pain of re-union to the domain of the seigniors by virtue of the ordinances of the intendant.

And His Majesty being informed that, in contravention to those two decrees, there are seigniors who have reserved for themselves, in their seigniories, extensive domains, which they sell as wood-lands, instead of conceding them merely subject to the usual seigniorial dues, (*à titre de redevances*) and that inhabitants who have obtained concessions of lands from the seigniors, sell such lands to others who do as much, which gives rise to a system of bartering contrary to the welfare of the colony, and it being necessary to put a stop to abuses so prejudicial, His Majesty, sitting in council, has ordained and doth ordain that within two years from the day of the publication of the present decree, all proprietors of seigniories not yet in a state of cultivation, shall be held to put them in a state of cultivation, and to locate inhabitants therein, in default whereof and after the expiration of such delay, the said seigniories shall be re-united to the domain of His Majesty, by virtue of the present decree, and without any other proceeding being required:—

His Majesty expressly prohibiting all seigniors, or other proprietors, from selling any wood-land, on pain of nullity of the deed of sale, and of restitution of the price of lands sold as aforesaid, which lands shall, in the same manner, be re-united by force of law to the domain of His Majesty, and furthermore the said two decrees of the 16th July 1711 shall be executed according to their tenor and effect, and the present decree shall be registered in the registry office of the superior council of Quebec, and shall be read and published wherever it will be necessary.

Done in the King's Council, in presence of His Majesty, at Versailles, the 15th March 1732.

(Signed)

PHELIPPEAUX.

Registered at the request of the King's attorney-general, in conformity with a decree rendered this day, by us councillor, King's secretary, and chief clerk of the superior council.

Quebec, 4th September 1732.

(Signed)

DAINE.

[17th July 1743.—Ins. Sup. Coun. R. 1, Folio 23 to 70.]

Declaration of the King concerning concessions in the Colonies.

LOUIS, BY THE GRACE OF GOD, KING OF FRANCE AND NAVARE,

To all to whom these presents shall come, greeting.

Following the example of the kings, our predecessors, we have authorised the governors and intendants of our colonies of America, not only to make, of their own au-

thority, concessions of lands to such of our subjects as are desirous of making settlements therein, but also to re-union to our domain the conceded lands which are subject to such re-union, by reason of their not having been put in a state of cultivation; and they are also authorized, in preference to the ordinary judges, to hear and determine all contestations arising between grantees (*concessionnaires*) or their assigns, as well in relation to the validity and to the execution of their concessions, as in relation to their position, the extent of their grants and the boundaries thereof; having been informed that there has been, until now, nothing certain either in the manner of proceeding to the re-union of concessions, or in the manner of proceeding and adjudicating in contestations arising between grantees or their assigns, and in the proceedings to be adopted to obtain redress against the ordinances rendered in the matter, by the governors and intendants, so much so that different usages have been introduced in the several colonies, and even frequently in one and the same colony:—

In order to put an end to this uncertainty in matters so interesting to the peace and tranquillity of families, we have resolved to establish by precise enactments, fixed and invariable rules, to be followed in all the colonies, as well in the manner of proceeding to the re-union of lands to our domain, when such re-union ought to take place, and to the hearing and trial of contestations arising therefrom, as in the mode of redress required by those who think they have been wronged by the judgments that may have been rendered:—

For these and other reasons us thereunto moving, with the advice of our council, and of our certain knowledge, full power and royal authority, we have declared and ordained, and by these presents, under our seal, we do hereby declare and ordain, will, and it is our pleasure, as follows, to wit:—

Article I.

The governors, lieutenants-general and the intendants in our colonies, or the officers representing them, when such are unable to act or are absent from the colony, shall continue jointly to concede lands to the inhabitants who will be willing to have them, to put them in a state of cultivation, and shall grant them titles under the usual terms and conditions.

II.

They shall proceed in the same manner to re-union to our domain the lands which are subject to such re-union, at the request of our attorneys in the ordinary jurisdictions within which such lands shall be situate.

III.

They shall not concede lands already conceded, though they are subject to be re-unioned to the domain, until such re-union has been ordered and effected, on pain of nullity of such new concessions, without prejudice nevertheless to such re-union, which may always be ordered against the first grantee.

IV.

The governors, lieutenants general and intendants in our colonies, or the officers representing them, when unable to act, or when absent from the colonies, shall continue to hear, to the exclusion of the judges of the ordinary tribunals, all contestations arising between grantees or their assigns, as well in relation to the validity and execution of concessions, as in relation to the position, extent and boundaries of their grants; and in case minors should be concerned in such contestations, the latter shall be communicated to our attorneys before the ordinary tribunals, that they may act in the matter as if such contestations had been brought before the said jurisdictions; in the provisions of this article shall be comprised, however, contestations arising out of partitions between co-heirs, which contestations shall continue to be carried on before the judges of such ordinary tribunals.

V.

We do hereby declare null and void all and every concession which shall not be made jointly by the governor and intendant, or by the officers representing them respectively, as also the reunions which shall not be ordered, and the judgments which shall not be rendered by them jointly, or by their representatives. We, however, authorize one of them, in case of the death of the other, or of his absence from the colony, and in case there are no officers to represent the one who shall have died or will be absent, to make alone concessions of land, to proceed to the reunions to our domain, and to render judgments in the contestations arising between grantees, after calling to the rendering of the said judgments, such officers of the superior council or of the jurisdiction, as he may think fit to call; and he shall be obliged to mention as well in the deeds of concessions as in the reunions, and in the judgments upon such contestations, the reasons which have compelled him to proceed in such manner, upon pain of the nullity of such proceedings.

VI.

In cases where the governors and intendants shall be of a different opinion upon the demands made to them of concessions of lands, we require them not to grant the titles of such concessions, until we have given them our orders, upon the report they shall make to us of their several opinions; and in case of a division of opinion between them in relation to reunions to the domain, or in relation to the judgments to be rendered in contestations between grantees of lands, it will be their duty to call to such proceedings the oldest officer of the superior court, or in his absence, or in case of any impediment, the next oldest officer on the list, the whole without prejudice to the casting vote of the governors in matters concerning our service, wherein it ought to prevail.

VII.

In matters wherein an examination of the places in contestations shall be ordered, or wherein experts shall be appointed and shall make reports, the provisions contained in the 21st and 22nd articles of the ordinance of 1667, in that respect, shall be adhered to, on pain of nullity.

VIII.

The parties may appeal before our council from the judgments rendered by the governors and intendants, in relation to contestations between individuals, and to reunions to the domain. The said appeals may be instituted by a mere declaration, and the petitions presented in consequence shall be delivered with the documents filed by the parties in the hands of the secretary of state for the marine service, to be determined by us upon the return of the same by such officer in our council.

We do hereby require our trusty and well beloved the members of our superior council of Canada, to cause these presents to be read, published and registered, and the contents thereof to keep and observe, and cause to be executed, according to their tenor and effect, all edicts, declarations, decrees, ordinances and regulations to the contrary notwithstanding, to which we have derogated and we do hereby derogate; for such is our pleasure.

In testimony whereof we have caused our seal to be thereunto affixed.

Done at Versailles, on the seventeenth day of July in the year of our Lord one thousand seven hundred and forty-three, and of our reign the twenty-eighth.

(Signed) LOUIS.

And further down:

By the King's command,

(Signed) PHELIPPEAUX.

[Reg. Français, letter G, p. 260.]

Opinion of three eminent lawyers in the Parliament of Paris, as to the legality of certain clauses and conditions contained in seigniorial titles, duly registered at Quebec, the 28th August 1782.

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

In some of these patents it is said: "On condition also of preserving and of causing his tenants to preserve the oak timber fit for the building of His Majesty's ships."

In more recent patents, it is said: "In case His Majesty should hereafter require any portion of the said land for the purpose of building forts thereon, batteries, armories, magazines or other public works, he may take the same, as well as the trees

which may be necessary for the said public works, and fuel for the garrisons of the said forts, without being held to pay any indemnity."

In other patents, again, it is set forth: "His Majesty also reserves to himself the liberty of taking from the land so conceded the oak timber, timber for masts, and generally all the timber fit for use in the building and equipping of his ships, without being bound to pay any indemnity."

It is manifest that these patents, by their very discrepancies, exhibit a marked diversity in the right of His Majesty: some are more onerous to the grantees, others less; and in each case, the rule contained in the deed of concession is to be observed.

The clause inserted in the first patents, obliging the grantee to preserve, and cause his tenants to preserve, the oak timber fit for the building of His Majesty's ships, by no means reserves to His Majesty a right of property in such timber—1st. because a grantor reserves to himself no more of the thing granted than he formally expresses his intention to reserve. He can lay claim to no more, and the concession is an actual transfer of title which conveys the whole property to the grantee, subject only to the conditions set forth in the deed of concession.

2nd—Because the special declaration made by His Majesty in other patents of concession, that he would not be bound to pay any indemnity for the timber which he might cause to be taken for building his ships, affords proof that such declaration on the part of His Majesty was thought necessary, in order to secure him a power so derogatory to the common law, as that of taking the property of a subject, without paying him for it. Therefore, inasmuch as no declaration was made of this in the earlier patents, it is not possible to pretend that the king can have a right to take all or any portion of such timber without indemnity. The king treats with his subjects in this respect, only as an infeoffing seignor and not as a sovereign. They must both be judged by the laws regulating contracts, laws which bind the monarch as well as his subjects;—but if there could be any doubt as to the meaning of the clause, the fundamental principle in this matter is, that the decision must be in favor of the grantee, because it is he who is bound, and all laws require that we should invariably favor the party bound by such obligation.

The meaning of the clause in the earlier patents is then, merely to subject the proprietors of oak timber to certain rules which are in force in France, in order to ensure to the king that he shall always, and in preference to all others, find in the woods belonging to his subjects such timber as he may require for building his ships, and maintaining his navy.

It is in this spirit that the second article of the title concerning timber for the use of the Royal houses and vessels, in the ordinance of Woods and Forests, enacts, "if, however, any pieces should be wanted of such length and thickness as are not to be met with at ordinary sales, in that case the grand master, upon estimates thereof, agreed upon in our council and letters patent verified, may mark such trees in the least disadvantageous places in our forests, and cause them to be cut down, and if he should find

none there, he shall cause them to be chosen and taken in the woods of our subjects, as well ecclesiastics as others, without distinction of rank, and on condition of paying the fair value thereof, which shall be estimated by skilled persons, to be agreed upon between our attorney in the rangership and the parties, before the grand-master, who shall name them *ex officio*, in case of default or refusal."

The woods near the sea and navigable rivers are subject to a peculiar regulation, by reason of the need which the king may have of them for the building of vessels; and when any trees are marked with the stamp of the navy hammer, the owners cannot have those trees cut down, inasmuch as that is forbidden them on pain of forfeit ~~tree~~ and of a fine of three thousand *livres*, by a decree of the council, dated the 23rd July 1748.

This is what the right of the king is reduced to in France; it is a right of preference and pre-emption over his subjects, for the service of his navy, or of his royal houses, but a right which is exercised only on payment of the fair value, according to the finding of arbitrators chosen on both sides, as might be done with private individuals: and moreover, we live under laws so just and under sovereigns so beneficent, that we are enabled to say, that it would be contrary, both to their wish and to their lawful authority, to take the property of a subject in their names, without payment, under any pretext whatever of public necessity, of the service of the state, or otherwise, the payment of the price of what the king requires being always taken for granted, unless we repeat, there be an express and positive obligation in the deed of alienation or concession which exempts him from so doing.

This obligation of the king became that of the king of England, when the sovereignty of Canada passed into his hands. The natural equity which protects property has continued to be, under that government, the first title of the concessions. The treaty of peace, which expressly reserves the rights of each subject, has become a second title much to be respected. In fine, the laws of England furnish the undersigned with a decision in point, to which also due respect must be rendered, and which makes for them. We find it in the excellent work of Mr. Blackstone, on the laws of England, in his introduction, section 4, in which he treats of the countries subject to the laws of England. He speaks of the colonies, and he distinguishes the colonies into national and conquered or ceded. The former are those founded by Englishmen, established by means of improvement and prior occupation, which have been, from the moment of their formation subject to the laws of England. "But in conquered or ceded countries that have already laws of their own, the king may indeed alter and change those laws; but till he does actually change them, the ancient laws of the country remain, unless such as are against the laws of God, as in the case of an infidel country. Our American plantations are principally of this latter sort, being obtained in the last century, either by right of conquest or by treaties; and therefore, the common law of England, as such, has no allowance or authority there, they being no part of the Mother Country, but distinct (though dependent) dominions. They are subject, however, to the control of parliament, though (like Ireland, Man, and the rest) not bound by any act of parliament unless particularly named."

According to these principles, the whole right of the King under the concessions in which the grantees have only been bound to reserve their oak trees, without its being expressed that no indemnity shall be due to them, is reduced to being able to take those oak trees for naval purposes, on payment of their value, according to the estimate of persons skilled in like matters. If the government does not take them, and it becomes indispensably necessary to cut them down for the purpose of preventing their decay or for the use of the proprietor, the latter must present a petition to those who are entrusted with the exercise of the royal authority in this behalf, asking permission to do so; such should be the clause in his contract. If the King cannot take without paying for it, still less can the colonial authorities arbitrarily bestow it upon any one they please, and they cannot do so even with respect to the timber on lands in the concessions of which the King has inserted the clause not to indemnify, for so onerous a clause ought to be restricted to the precise case, and the right given by it can only be exercised with respect to timber really destined, and which shall be actually employed for the King's ships. As to trees growing on the lands of vassals, if the seignior has expressly reserved to himself the right of property in them, there is no doubt that the vassals can neither cut them nor sell them, because they form no part of the grant.

If the seignior has only reserved to himself a right of pre-emption, the vassals can sell them, on giving notice to the seignior in order that he may substitute himself in the place of the purchaser, if he thinks fit, as is the practice with us with respect to the feudal pre-emption (*retrait féodal*). So that this depends upon the terms of the contracts which have not been placed before us in the case submitted for our opinion.

The patent of concession contain also the following clause: "On condition of giving notice to His Majesty of mines and minerals, if any should be found in the said concession."

In the case submitted it is asked whether this clause is to be understood as constituting the King joint proprietor of the mines and minerals which may be found upon the property granted, or merely as shewing a desire, on the part of His Majesty, to be informed of their existence, in order to have it in his power to provide for the security of these treasures, and protect them from conquest, for the benefit of the state; and whether under any circumstance the King would not owe the grantee an indemnity, or be held to give him a considerable share in the profits of the mines; or whether the proprietor of the land is not, in virtue of his title to it, proprietor of the mines also, and whether companies could be formed, with privilege or otherwise, who could dispute his right.

The counsel answer that this question also ought to be decided by the laws of France, according to what has been said above. Now by the ordinance of Charles the sixth of the 30th of May, 1413, which is the most ancient law we have concerning this matter, "gold mines belong to the King, and to him, and not to any other, belongs the tenth part of all metals when purified and refined, without being bound

“to pay anything, but only to protect the workmen.” This ordinance styles private parties, masters of the soil, and proprietor of the mines.

Charles the tenth ordained by an edict of the 26th May, 1563, that the mortgagees of the domain could not pretend to any right over mines unless that right had been expressly mortgaged to them. Henry the fourth, by an edict of the ninth of June 1601, registered the 31st of July, 1603, after having ordained by the first article that a tenth part in kind free and clear, and attested on oath to be so, should be paid on all the said mines, excepted by the second article and exempted from the duty of a tenth, the mines of sulphur, saltpetre, iron, ocre, petroleum, coal, slate, plaster, chalk, and other sorts of stones for building and for making mill-stones.

A legislative decree of the council has ordained in its first article, that in future no one should be at liberty to open or work mines of pit-coal without having obtained the permission of the controller general of the exchequer, whether those who desired to work such mines were seigniors, having the superior jurisdiction, or proprietors of the land on which such mines were found. The eleventh article of the decree in question ordains, that those who will undertake the working of coal mines, in virtue of the permission they shall have obtained shall be obliged to indemnify the proprietors of the lands on which they shall open such mines, either by amicable arrangement or according to the estimate of *experts* or persons skilled in such matters, agreed upon between the parties; or in default thereof, appointed by the intendants and commissary *ex-officio*. Sometimes the King grants patents to individuals to open and work mines but generally the patents set forth that they shall be opened by agreement with the proprietors, and upon payment of indemnity previously made to them.

Such is the public law of France with respect to mines, and such is the reason of the obligation to give notice to His Majesty of mines and minerals, not that the King may at once become the master of them, but that he may exercise over them, according to their nature, the rights arising from the laws of the kingdom.

Lastly, it is asked, what will be the effect of the following clauses contained in the grants made by the seigniors to their tenants—“the said tenants bind themselves to cultivate and improve their lands immediately, and to reside thereon at the latest within a year and a day from the date of these presents, and in case the said grantees shall fail to fulfil the conditions set forth in the said contract, it shall be lawful for the seignior to re-enter *ipso jure* into the possession of the said lands, without being bound to pay any indemnity for the labor which the said grantee may have performed thereon.” It is asked whether the seignior cannot, by a simple publication of notice at the door of the parish church after high mass, re-enter *ipso jure* upon the lands the conditions of the grants of which have not been fulfilled, whether he is not even the proprietor thereof *ipso facto*, and whether the grantee can return to the land afterwards and install himself therein afresh.

The counsel answer, that it is much more regular, and also safer in many respects, notwithstanding the *ipso jure* clause, to send the tenant in default a summons to

fulfil the conditions of his contract, serving him at the same time with a declaration to the effect that in case of his failing to do so by a given day, the seignior will, on that day, take possession of the land granted according to the terms of his contract, wherefore he summons him to appear, if he thinks fit, upon the premises, in order to be present at the said entry into possession and to see the report (*procès-verbal*) thereof drawn up. And in effect on the appointed day, two notaries repair to the spot with the seignior, draw up a report of the state in which the land and premises are found, and of the things which may be found there belonging to the tenant, and re-establish the seignior in possession, without any one being able to accuse him of having embezzled or abstracted the effects of his vassal, and of having rather committed an invasion than performed an act of justice. If the tenant is absent, the notaries will draw up their instrument by default.

Deliberated at Paris the 14th February 1767.

Signed, ELIE DE BEAUMONT,
 " TARGET,
 " ROUCHET.

We, the mayor and Aldermen of the city of Paris, certify to all whom it may concern that Messrs. Elie de Beaumont, Rouchet and Target, who have signed above, are advocates of the parliament of Paris, and that faith is to be given to their signatures, judicially, as well as extra-judicially.

In witness whereof we have signed these presents, and have caused the seal of the city of Paris to be affixed thereto.

Given this twenty-fifth day of March, one thousand seven hundred and sixty-seven.

Signed, BEGUON,
 " LARSONNYER,
 " CHARLIER,
 " BIGOT.

Sealed the said day,

Signed, ROYEURD,

[Reg. Fran. 28th March 1774 to 28th April 1846, letter G, p. 260.]

Erection of the land and seignior of Longueuil into a barony.

Louis, by the grace of God, King of France and Navarre,

To all present and to come, greeting.

Whereas it consists with our greatness and our justice to recompense those who, by their merit and their courage, have achieved remarkable actions; and taking into consideration the services which have been rendered to us by the late Charles Le Moyne, esquire, Sieur de Longueuil, who, in the year 1640, removed from France to Canada for the purpose of settling there, where he gave, on all occasions of war with the Iroquois, so many proofs of courage and fidelity in our service, that he was employed by our governors and intendants general of the said country in all the military expeditions, and in all the negociations and treaties for peace, in which he always acquitted himself to their satisfaction;

And, afterwards, Charles Le Moyne, esquire, his son, wishing to follow the example of his father, has served ever since he has been capable of bearing arms, both in France, in the capacity of lieutenant in the regiment of St. Lawrence, and in Canada since 1687, in the same capacity of lieutenant, and in that of captain of a company of the detachment of marines, in which service his arm was shattered, by a musket shot from the Iroquois, in the action which occurred at the place called Lachine;

And seven of his younger brothers, wishing to follow the same example, betook themselves to the profession of arms;

Jacques Le Moyne de St. Helene, by his services on several occasions, obtained a company in the detachment of marines, and was afterwards killed in combat against the English, when they besieged Quebec, being at the head of the Canadians with the said Charles Le Moyne, his brother, who was also wounded;

The Sieur Le Moyne d'Iberville, captain of a frigate, has served and commanded, both by land in the capture of the forts which are at the extremity of Hudson's Bay, and in that of Fort Corlard, and by sea, in his said capacity of captain of a frigate, in which he is serving at present;

The Sieur Joseph Le Moyne de Bienville was made an ensign in the said marine forces, and he was killed by the Iroquois in the assault of the place called Repentigny;

The Sieur Louis Le Moyne de Chateauguay, doing duty as an ensign under the Sieur d'Iberville, his brother, was killed at the taking of Fort Bourbon in the Hudson's Bay;

The Sieur Paul Le Moyne de Maricour is second lieutenant of a man of war, and captain of a company of the detachment of marines, serving as second lieutenant under the Sieur d'Iberville, his brother.

The said Charles Le Moyne, the eldest son, in order to comply with our designs for the settlement of Canada, has incurred considerable expence in placing settlers on the estate and seigniory of Longueuil, which contains about two leagues on the river St. Lawrence, by three and a half in depth, which he holds of us with jurisdiction (*haute, moyenne et basse justice*), in which he labors to establish three parishes, and for protection of the settlers in time of war, he has built, at his own expence, a fort flanked with good towers, the whole of stone masonry, with a guard-house, several large detached buildings, and a very fine church, the whole decorated with all the badges of nobility, with a fine stable-yard in which there is a barn, a stable, a sheep-fold, a dove-cot, and other buildings, all of masonry, enclosed within the said fort, alongside of which there is a banal mill and a fine brewery, also of masonry, very useful to the colony; and added to the whole a considerable number of servants, horses and equipages; all which buildings together have cost him more than 60,000 *livres*, so that the said seigniory is at present one of the finest in the whole country, and the only one with fortifications, and built in such manner as to have contributed very much to the protection of the settlers in the neighboring seigniories; which estate yields a considerable revenue, in consequence of the great clearings and immense works which he has caused to be performed, and which he is still carrying on, usually keeping 30 workmen employed thereon, all which he is able to afford, at the same time that he is qualified to occupy a station of distinction, founded on merit and virtue.

For which reasons we have thought that it consisted with our justice to bestow, not only upon his estate and seigniory of Longueuil a title of honor, but also upon himself, some mark of honorable distinction, which should descend to posterity and afford to his children a motive of laudable emulation, inducing them to follow his example.

Wherefore, of our special grace, full power and royal authority, we have created, erected, elevated and decorated, and by these presents signed by our hand, do create, erect and decorate the estate and seigniory of Longueuil, situate in our country of Canada, with the title, name and dignity of a barony, to be enjoyed by the said Sieur Charles Le Moyne, his children, successors and assigns, and their descendants born in lawful wedlock, fully and peaceably holding under us in right of our crown by an act of fealty and homage and by acknowledgment and enumeration (*aveu et dénombrement*), as required by the law of our kingdom, and the Custom of Paris, followed in the said country;

According to which title, name and dignity of barony, we will that they may call, name and style themselves barons in all deeds and proceedings, as well in courts of justice as elsewhere; that they should enjoy the same rights of wearing and blazoning coat of arms, and the same honors, prerogatives, ranks, pre-eminence in point of war and at the meeting of nobles and others, as the other barons of our kingdom; that the vassals, under-vassals and others holding lands in the said seigniory of Longueuil by noble tenure or *en roture*, acknowledge them for barons, and render to them their acknowledgments, enumerations and declarations, as occasion requires, by the said title; which title we likewise will should be inserted in the judgment which shall be rendered by the officers employed in the administration of justice to the said vassals and others

amenable to the jurisdiction ; the whole under the aforesaid title of baron de Longueuil, without, however, that the said vassals shall be held, by reason of anything contained in these presents, to other or greater dues or duties than those which they are charged with at present, and without any change or infringement upon the jurisdiction of cases reserved for the consuance of the royal courts.

Therefore, we give it in command to our beloved and faithful counsellors the members of our sovereign council in our country of Canada, that they cause these presents to be registered, and what is hereby granted to be used and enjoyed by the said Sieur Charles Le Moyne, his children, posterity and lineage, successors and assigns fully, peaceably and perpetually, forbearing from and causing all disturbances and hindrance contrary to the same to cease ; for such is our pleasure.

And in order that the thing may be certain and lasting for ever, we have caused our seal to be put to these presents.

Given at Versailles, on the twenty-sixth day of the month of January, in the year of grace one thousand seven hundred, and of our reign the sixty-seventh.

(Signed) LOUIS.

And on the fold:

By the King's command,

PHÉLIPEAUX.

And alongside: "*Visa* Phelipeaux, for the erection of a barony in Canada;" and on the back there is written: "Registered the 9th March 1700."

(Signed) TOUFFLOT,

With a flourish.

The said letters patent sealed with the great seal in green wax, on crimson and green silk ribbons, registered in pursuance of the decree of the sovereign council of Quebec, to that effect rendered the 25th day of the present month, by me the undersigned counsellor, secretary to the King and chief Clerk thereof.

At Quebec, this twenty-eighth day of April one thousand seven hundred and one.

(Signed) A. PEUVRET.

[C. Reg. Français of the 23rd Oct. 1765 to the 27th May 1766, Folio 643.]

Ratification of a concession in favor of the sieur Longueuil.—Registered in the office of the Registrar the 31st March 1766, at 6 of the clock P. M.

On this day, the eighth of February, one thousand seven hundred and thirty-five, the king being at Marly, and being willing to confirm and ratify the concession made of a seigniory, the twenty-first day of April, one thousand seven hundred and thirty-four, by the sieurs the Marquis of Beauharnois, governor and lieutenant-general of His Majesty in New-France, and Hocquart, intendant in the said country, to the sieur Joseph Lemoyne, Chevalier de Longueuil, captain in the forces maintained there, of the extent of land which is to be found on the river St. Lawrence, at the place called the Cascades, from the boundary of the seigniory of Soulanges to the Pointe au Baudet, inclusively, making about two leagues in front by three leagues in depth, with the islands, islets, and shoals adjacent thereto;—His Majesty has ratified and confirmed the said concession, being willing that the sieur de Longueuil, his heirs or assigns, shall enjoy the same for ever as their own property, by right of fief and seigniory, with superior, mean and inferior jurisdiction, (*haute, moyenne et basse justice*) with the right of hunting and fishing and trading with the indians throughout the extent of the said seigniory, without being required to pay for the same to His Majesty or the king's successors any tax or indemnity, of which, to whatever sum it might amount, he makes him a gift and remission, upon condition of rendering fealty and homage at the castle of St. Louis, at Quebec, to which the said fief will be subordinate, and of paying the other accustomed dues, according to the custom of Paris in force in the said country; and that an appeal shall lie from the judge who shall be established there, to the royal court at Montreal; on condition also, of preserving and causing to be preserved by their tenants, the oak trees fit for the construction of His Majesty's ships; of giving notice to His Majesty, or to the governor or intendant of the said country, of mines and minerals, if any be found in the said concession; to clear it and reside upon it, and cause their tenants to reside upon it, in default of which it will be re-united to His Majesty's domain; to leave sufficient roadway for the use of the public; and also, to leave the beach free to all fishermen, with the exception of that part thereof which they may require for their own fishery; and in case His Majesty should hereafter require any part of the said land for the purpose of building Forts, Batteries, Magazines and other public works thereon, he shall be at liberty to take the same, as well as the trees which might be required for the said public works, and fuel for the garrisons of the said forts, without being bound to pay any indemnity for the same. It being His Majesty's pleasure that the said concession should be subject to the conditions above expressed, without any exception under the pretext that they have not been stipulated in the said concession. And in testimony of his will, he has ordered me to draw up the present patent, which shall be registered in the office of the clerk of the superior council at Quebec, in order that recourse may be had thereto when required, and which he has been pleased to sign with his own hand, and caused to be countersigned by me, his counsellor, secretary of state and of his household and treasury.

(Signed)

LOUIS.

PHELYPEAUX.

The present patent has been registered in the registers of the superior council of New-France, after hearing the attorney-general, in pursuance of the decree of this day, by us, the undersigned counsellor, secretary to the king, chief clerk of the council at Quebec, the twenty-sixth September, one thousand seven hundred and thirty-five.

(Signed)

DAINE.

The present patent of ratification hereinbefore transcribed is a true copy taken from the original registered and compared by me.

(Signed)

GOLDFRAP,

Deputy Registrar.

[Reg. of the Int., Books 5 and 6, Folio 571.]

Ratification in favor of Madame de Soulange of a grant made to the late sieur Pierre Jacques Marie Joibert de Soulange, her husband, on the 12th October 1702, of an extent of land situate at the Cascades.

MADAME SOULANGE.

On this day, the fifth of May, one thousand seven hundred and sixteen, the king being at Paris, and being willing to confirm and ratify in favor of the widow of the late sieur de Soulange, captain in Canada, the concession made by the sieurs de Callière and de Beauharnois, formerly governor-general and intendant in New-France, the twelfth of October, one thousand seven hundred and two, in His Majesty's name, to the said late sieur Pierre Jacques Marie Joibert de Soulange, of an estate in the said country; His Majesty, by the advice of Monsieur d'Orléans, regent, has confirmed and ratified the said concession, being willing that the said dame de Granville, widow of the said late sieur de Soulange, her heirs or assigns, shall enjoy the same forever as their own property, by right of fief and seignior, superior, mean and inferior jurisdiction, with the right of hunting, fishing and trading with the indians throughout the extent of the said concession, without being held to pay to His Majesty, or to the kings his successors, any tax or indemnity for the same, of which, to whatever sum they may amount, His Majesty has made him a gift and remission, on condition of rendering fealty and homage, at the castle of St. Louis at Quebec, to which it will be subordinate, and of paying the ordinary dues; of preserving and causing to be preserved by her tenants, the oak trees fit for the construction of the king's ships; of giving notice to His Majesty, or to the governors and intendants of the said country, of all mines and minerals, if any there should be found within the said concession; that an appeal shall lie from the judge who shall be appointed there, to the royal court at Montreal; of residing there, and causing her tenants to reside there, in default of which it will be re-united to His Majesty's domain; of clearing the said land or causing it to be cleared immediately; of leaving the necessary road-way for the use of the public; of leaving the beaches free to all fishermen, with the exception of those parts thereof which she may

require for her own fisheries; and in case His Majesty should hereafter require any part of the said estate for the purpose of building forts, batteries, magazines, or other public works, His Majesty shall be at liberty to take the same, as well as the trees which may be required for the said public works, and fuel for the garrisons of the said forts, without being bound to pay any indemnity; and it is His Majesty's pleasure that the said concession shall be subject to the conditions above set forth, without any exception under the pretext that they were not stipulated in the said concession, and that the present patent be enregistered in the office of the clerk of the superior council of Quebec, for the purpose of being referred to as occasion may acquire. And in testimony of such his pleasure, His Majesty has commanded me to draw up the said patent, which he has been pleased to sign with his own hand, and to order to be countersigned by me, counsellor, secretary of state and of his household and treasury.

(Signed)

LOUIS.

And lower down,

PHELIPPEAUX.

After that there is written:

On this day, the deed of concession granted to the late sieur Soulange, the twenty-third of October, one thousand seven hundred and two, and the above patent of confirmation were registered in the office of the clerk of the superior council of Quebec, in pursuance of its decree of this day, by me, the undersigned councillor, secretary to the king, chief clerk of the said council at Quebec, the seventh December, one thousand seven hundred and sixteen.

(Signed)

DE MONSEIGNAT,

“

M. ANNE GRANVILLE
SOULANGE.

“

BEGON.

Nota.—The title of this concession is inserted at page 334 of the first part of this work.

[Reg. A.—Ins. Sup. Coun. 1663 to 1682, No. 1, Folio 84.]

Decree which confirms the concessions made by Monsieur the governor and Monseigneur the intendant, to several persons therein named, from the 12th October 1676, to the 5th September 1679.

EXTRACT FROM THE REGISTERS OF THE COUNCIL OF STATE.

The king in his council, having taken into consideration His Majesty's letters patent of the twentieth of May 1676, conveying authority to the sieur comte de Frontenac,

His Majesty's governor and lieutenant-general in Canada, and to the sieur Duchesneau, intendant of justice, police and finances in the said country, jointly, to grant concessions of lands, as well to the ancient inhabitants of the said country, as to those who shall newly arrive there to reside, upon condition that the concessions shall be presented to His Majesty within one year from their date, for confirmation, and that the lands conceded shall be cleared and brought into a state of cultivation within six years from the day of their concession, on pain of nullity; the said letters registered in the superior council of Canada, the nineteenth October 1676. And having seen the statement of the concessions made by the sieur de Frontenac, jointly with the said sieur Duchesneau, from the twelfth day of October 1676 to the fifth day of September 1679, inclusively, of fiefs, lands, islands and rivers, to Pierre de Foybert, damoiselle de Soulange et de Marfon, Randin, de la Vallières, de Repentigny, Berthier, damoiselle Marie Anne Juchereu, widow of the sieur de la Combe, de Bécancourt, Marie Guillemette Robert, widow of the sieur Couillard, damoiselle Couillard, Nicholas Rousselot alias la Pruiſier, Noël Langlois, François Bélanger, d'Amours, Deschaufour, Crévier, de Verchères, Bigarre, Romain, Becquet, de Boquinet, Jacques de Lalande, Louis Joliet, Nicholas Juchereau de St. Denis for Joseph Juchereau, his son, André de Chaume, Antoine Caddé, Charles Marquis, Jean Levrard, and the Superiors and Ecclesiastics of St. Sulpice of Paris; and His Majesty being willing to confirm the said concessions, in order to render the enjoyment thereof by the above named, their heirs and assigns, peaceable and perpetual, after hearing the report of the sieur Colbert, His Majesty's councillor in ordinary in his royal council, and comptroller-general of the finances, the king being in his council, has confirmed and does hereby confirm the concessions made to the said Foybert, Randin, de la Vallières, de Repentigny, Berthier, widow la Combe, de Bécancourt, widow Couillard, Geneviève Couillard, Rousselot, Langlois, Bélanger, d'Amours, Deschaufour, Crévier, de Verchères, Bizarre, Becquet, de Boquinet, Lalande, Joliet, de St. Denis for Joseph Juchereau his son, de Chaume, Caddé, Marquis, Levrard, and the Superior and Ecclesiastics of the Seminary of Paris, by the said sieur comte de Frontenac, jointly with the said sieur Duchesneau, and directs that they and their heirs and assigns, shall enjoy the same in manner and form as set forth in the deeds of concession, and also that the said Langlois, his heirs and assigns, shall enjoy the house which he has caused to be built, without being liable to be disturbed in the possession and enjoyment thereof for any cause or reason whatsoever, subject to the condition of clearing the lands granted to them, and bringing the same into good condition in six years, reckoning from the date of the said concessions, on pain of nullity thereof, and also subject to the payment of the dues with which they shall be charged.

And it is His Majesty's will that the present decree, with the said concessions, be enregistered in his sovereign council in New-France, sitting in the city of Quebec, in order that recourse may be had thereto as occasion may require.

Done in the king's council of state, His Majesty being present, held at Fontainebleau, the twenty-ninth of May, one thousand six hundred and eighty.

(Signed)

COLBERT

[Reg. B.—Ins. Sup. Coun. from 1679 to 1705, No. 2, Folio 18.]

Decree of the Council of State, confirming the concessions made by the Governor and Intendant to several persons therein named, from the 4th January 1682, to the 17th September 1683, inclusive.

The King, in his council, having taken into consideration His Majesty's letters patent of the twentieth of May, one thousand six hundred and seventy-six, giving power to the governor and lieutenant-general of His Majesty in Canada, and the intendant of justice, police and finances, in the said country, jointly, to grant concessions of land, as well to the old inhabitants of the said country, as to new settlers there, on condition that the concessions shall be presented to them within a year after their date, for the purpose of being enregistered, and that the lands conceded shall be cleared and brought into good condition, within six years from the date of their concession, on pain of nullity; the said letters patent having been registered in the sovereign council of Canada, the nineteenth of October, one thousand six hundred and seventy-six, and the list of the concessions made by the sieur de la Barre, governor and lieutenant-general, and the sieur des Meulles, intendant of justice, police and finances in the said country, from the fifteenth of January, one thousand six hundred and eighty-two, to the seventeenth September, one thousand six hundred and eighty-three, inclusive, of fiefs, farms, islands and rivers, to Denis Derome, Anne Aubert, Guillaume Bonhomme, Pierre du Pré, Martel, Jean le Chasseur, the two daughters of the late Becquet, a notary, Jean Amiot, Charles Amiot, René Pasquier, the reverend Jesuits, Dauteuil, de Lamothe, de Lucière, Laurent Philippe, Jacques Lefèvre, de Vitré, the Ursuline Nuns of Quebec, Dubuc and de Pominville, and His Majesty being willing to confirm the said concessions, in order to render the enjoyment thereof by the above named, and their heirs and assigns, peaceable and perpetual, His Majesty, in his council, has confirmed and hereby confirms the concessions made to the said Derome, Aubert, Bonhomme, du Pré, Martel, Le Chasseur, the two daughters of Becquet, deceased, Jean Amiot, Charles Amiot, Pasquier, the reverend Jesuits, Dauteuil, de Lamothe, de Lucière, Laurent Philippe, Lefèvre, de Vitré, the Ursuline Nuns, Dubuc and de Pominville, by the said sieur de la Barre, jointly with the said sieur des Meulles, and does ordain that they and their heirs and assigns, shall enjoy the same in manner and form as set forth in the deeds of concession, without being liable to be disturbed in the possession and enjoyment thereof for any cause or reason whatsoever, upon condition of clearing and bringing into good condition the lands conceded to them, within six years, reckoning from the date of the said concessions, on pain of nullity thereof, and subject also to the payment of the dues with which they shall be charged. And for the execution of this decree, all necessary letters shall be despatched; and His Majesty desires that the present decree, together with the said concessions, may be enregistered in the superior council of New-France, sitting in his city of Quebec, in order that recourse may be had thereto in case of need.

Done in the king's council of state, His Majesty being present, held at Versailles, the fiftenth April, one thousand six hundred and eighty-four:

(Signed)

COLBERT.

[Reg. B. Ins. Sup. Coun. from 1679 to 1705, No. 2, Folio 106.]

Decree creating a Royal Court at Montreal.

Louis, by the grace of God, King of France and Navarre,

To all to whom these presents may come, greeting.

The French colony established on the Island of Montreal, in New-France, having greatly increased, as well from the care which we have taken of establishments of this kind for the propagation of the faith and the benefit of commerce, as from the spiritual and temporal aid which the Ecclesiastics of the Seminary of St. Sulpice, of our good city of Paris, have given to the French inhabitants, and to the Indians during the period of about 50 years, that their zeal for religion prompted them to spend there, whereby the proprietors of the said island were induced to make over to them the entire seignory thereof, together with all their rights, in order to afford them increased means of continuing their progress in the conversion of the Indians, and the instruction of the French, and for holding which we have granted them a licence of mortmain by our letters patent of the month of May 1677;

We have thought fit to establish there a royal court of justice, as we have done in the other colonies, and the said Ecclesiastics having entirely agreed with us, and having merely intreated us to be pleased to indemnify them for the loss of the emoluments which they derive from the administration of justice, which form a considerable portion of the endowments of their seminary in the said island, and of their missions among the Indians; and we being desirous of making provision for this, and affording them the means of continuing the spiritual aid which they bestow upon the inhabitants of both races:

For these reasons, we, by these presents signed by our hands, have accepted and approved, and do accept and approve the resignation into our hands by the said Ecclesiastics of the jurisdiction belonging to them in the said island; and for the exercise thereof in future, we have created a royal judge from whose decisions an appeal will lie to the sovereign council of Quebec, an attorney for us, a clerk, four bailiffs and also four attorneys to act for suitors, and four royal notaries to execute deeds and contracts for the inhabitants.

And in order that the Ecclesiastics of the Seminary of St. Sulpice established in the said island, may not suffer any detriment from these changes, and for the purpose of indemnifying them for the loss of the emoluments which they derive from the exercise of the said jurisdiction, we have granted to them the nomination, in the first instance, of the royal judge, and accordingly we shall cause a commission to be made out in favor of Maitre Jean-Baptiste Migeon, Sieur de Branssac, advocate in our Parliament of Paris, whom they have named to us, so that he may enjoy the said office of our royal judge in like manner as others invested with similar offices, and may exercise it throughout the whole extent of the said island, with the exception of the enclosed premises of the said Ecclesiastics at Villé-Marie, and their farm of St. Gabriel, over which

we have reserved to them the right of superior, mean and inferior jurisdiction, subject in like manner to our sovereign council of Quebec;

And we have granted to them, as their incommutable property for ever, the registry of the newly erected court, so that they may cause it to be held by competent persons, who shall be accepted by our royal judges on their presentation, all the necessary writings being made out for that purpose;

And, likewise, we have released them for ever from the obligation of paying the salaries which shall be assigned to the newly created officers, and from being responsible and liable in damages for their illegal decisions, and from the expenses of criminal prosecutions, and from furnishing supplies for the gaols and bread for prisoners, and food for foundlings, and generally from all the charges incident to the administration of justice.

And we do hereby command our beloved and faithful the members of the sovereign council of Quebec, and all other our officers to whom it may appertain, to cause these presents to be registered, and the said Ecclesiastics of the said seminary to use and enjoy the rights hereby conveyed fully and peaceably for ever, forbearing from and putting a stop to all hindrances and disturbances in that behalf; for such is our pleasure.

And in order that this may be a settled and permanent thing for ever, we have caused our seal to be set to these presents.

Given at Versailles in the month of March, in the year of grace 1693, and of our reign the fiftieth.

(Signed) LOUIS.

And on the fold:

In the King's name,

(Signed) PHELIPPEAUX.

And *visa* Boucherat: Letters patent for the establishment of a royal court at Montreal; and sealed with the great seal in green wax, and crimson and green ribbons.

Read, published and registered in the registry of the sovereign council, after hearing the King's attorney general, and on his requisition to that effect, to the end that it may be carried into execution in every respect, according to its form and tenor, pursuant to the decree of this date.

At Quebec, the 5th October 1693.

(Signed) PEUVRET.

[Reg. C. Ins. Sup. Coun. from 1704 to 1714, No. 3, folio 74, vo.]

Decree of the King directing that the lands which have been conceded be brought into cultivation and occupied by inhabitants.—6th July 1711.

The King being informed that, among the tracts of land which His Majesty has been pleased to grant and concede in seigniority to his subjects in New France, there are some which have not been entirely settled, and others on which there are as yet no settlers to bring them into a state of cultivation, and on which also those to whom they have been conceded in seigniority have not yet commenced to make clearings for the purpose of establishing their domain thereon;

And His Majesty being also informed that there are some seigniors who refuse, under various pretexts, to concede lands to settlers who apply to them with the hope of being able to sell the same, and at the same time impose upon the purchasers the same dues as are paid by the inhabitants already settled on lands, which is entirely contrary to His Majesty's intentions, and to the clauses and conditions of the concessions, by which they are merely permitted to concede lands at an annual ground rent; whereby very great detriment is done to the new settlers, who find less land open to settlement in the places best adapted to commerce;

For remedy whereof His Majesty, being in his council, has ordained and ordains that, within one year at the farthest from the day on which the present decree shall be published, the inhabitants of New France to whom His Majesty has granted lands in seigniority, who have no domain cleared and who have no settlers on their grants, shall be held to bring them into cultivation and to place settlers thereon, in default of which it is His Majesty's will that the said lands be reunited to his domain after the lapse of the said period, at the diligence of the attorney general of the superior council of Quebec, and on the orders to be given in that behalf by the governor and lieutenant general of His Majesty, and the intendant in the said country;

And His Majesty ordains also, that all the seigniors in the said country of New France shall concede to the settlers the lots of land which they may demand of them in their seigniories, at a ground rent and without exacting from them any sum of money as a consideration for such concessions; otherwise, and in default of their so doing, His Majesty permits the said settlers to demand the said lots of land from them by a formal summons, and in case of their refusal, to make application to the governor and lieutenant general and intendant of the said country, whom His Majesty enjoins to concede to the said settlers the lands demanded by them, in the said seigniories, for the same dues as are laid upon the other conceded lands in the said seigniories, which dues shall be paid by the new settlers into the hands of the receiver of His Majesty's domain, in the city of Quebec, without its being in the power of the seigniors to claim from them any dues of any kind whatever.

And this decree shall be registered in the registry of the superior council of Quebec, and read and published wherever need shall be.

Done in the King's council of state held at Marly, His Majesty being present, the 6th day of July 1711.

(Signed)

PHÉLIPPEAUX.

[Reg. 6, Ins. Sup. Coun. from 1704 to 1717, No. 3, folio 76.]

Decree of the King which declares against the settlers a forfeiture of the right of property in the lands which have been conceded to them, if they do not bring them into a state of cultivation by residing thereon (en y tenant feu lieu) within a year and a day from the publication of the said decree, of the sixth of July 1711.

The King being informed that there are lands conceded to the inhabitants of New France which are neither settled nor cleared, and on which these inhabitants content themselves with cutting down some trees, thinking by this means, and by means of the concessions thereof made to them by those to whom His Majesty has granted tracts of the said lands in seigniorly, to secure to themselves the right of property therein, which prevents these lands, being conceded to other and more laborious settlers, who might occupy them and bring them into a state of cultivation, and which is also very prejudicial to the other inhabitants settled in those seigniories:—

Because those who do not reside upon their lands nor bring them into a state of cultivation, do not contribute their share of labor to the public works which are ordered for the good of the country and of the said seigniories, which is quite contrary to the intentions of His Majesty, who only permitted those concessions to be made with a view to the settlement of the country, and on condition that the lands should be settled and brought into a state of cultivation; and it being necessary to remedy such an abuse:—

His Majesty being in his council, has ordained and ordains, that in a year and a day at the furthest from the date of the publication of the present decree, the settlers in New France who do not reside upon the lands which have been conceded to them, shall be held so to reside thereon (*d'y tenir feu et lieu*) and to bring them into a state of cultivation, in default of which, and after the lapse of the said time, it is His Majesty's will that on the certificates of the curates and of the captains of militia in the settlement, (*Capitaines de la Côte*), to the effect that the said settlers have been a year without keeping house and home on their lands, and have not brought them into a state of cultivation, they shall be declared to have forfeited the right of property therein; and the same shall thereupon be reunited to the domains of the respective seigniories, in pursuance of orders to be pronounced by the Sieur Bégon, intendant in the said country of New France, whom His Majesty commands to see to the execution of the present decree, and to cause it to be enregistered in the registry of the superior council of Quebec, and published and posted up wherever need shall be, so that no one may be ignorant thereof.

Done in the King's Council of State, held at Marly, His Majesty being present, the sixth day of July, one thousand seven hundred and eleven.

Signed,

PHILIPPEAUX.

[Reg. D, Ins. Sup. Coun. from 1714 to 1718, No. 4, folio 67.]

Letters Patent in the form of an edict concerning the jurisdiction of the Island of Montreal and the Côte St. Sulpice, of the month of July 1714.

Louis, by the Grace of God, King of France and Navare.

To all to whom these presents may come, greeting :

The ecclesiastics of the seminary of Saint Sulpice have represented to us that on their petition we pronounced a decree of our council, on the twenty-second day of the month of April, 1704, by which, interpreting as far as might be necessary, our edict of the month of March 1693, creating a royal jurisdiction in the Island of Montreal in New France, upon the surrender which had been made to us by the said ecclesiastics of the jurisdiction which belonged to them in the said island, we declared that we had not intended to include therein the inferior jurisdiction of the Island of Montreal which takes cognizance of questions concerning the *cens et rentes*, and other rents of the houses and lands situate within the censive of the fiefs holding under the seigniorship of Montreal, which jurisdiction might be exercised by the bailiff and officers of the superior jurisdiction of the precincts of the seminary of Ville-Marie, and the farm of Saint Gabriel reserved for the said ecclesiastics :

And that in consequence of their resignation of the superior jurisdiction belonging to them on the estate of Côte St. Sulpice, and on the Courcelles Islands attached to their seigniorships, we ordained that they should be and remain reunited to the royal jurisdiction of the said Island of Montreal.

And in order to indemnify the said ecclesiastics and afford them advantages which might contribute to their establishment, we granted to them the seigniorial dues on all mutations of lands and tenements, held of their said seigniorship, conformably to the edicts and declarations of the twentieth of March 1673, and twentieth of February 1674, and other edicts and declarations in that behalf; the whole upon condition that the said ecclesiastics of the seminary of St. Sulpice should not have it in their power to claim anything from the communities of the Frères Hospitaliers of the General Hospital of Montreal, of the Religieuses Hospitalières of the Hôtel-Dieu, and of the Ladies of the Secular Congregation of Notre-Dame, established on the said island, either by way of indemnity or by way of mutation fine in respect of lands and tenements possessed by them, as well in virtue of concessions from the said ecclesiastics of the seminary, as by other modes of acquisition either *en fief* or *en roture*, including all those which they might acquire in future ;

That this exception which was introduced into that decree, upon a petition presented, without the knowledge of the memorialists, by the said three communities, not only of the lands and tenements as well *en fief* as *en roture*, which these three communities possessed in the Island of Montreal, which are very considerable, but also of all the property which they might acquire and possess in future, can only be presumed to have been conceded by us to the said three communities, on the supposition that it was a thing agreed upon between them and the said ecclesiastics, since the

latter made no objection to the said petition, which being found annexed to that of the memorialists, it seemed as if it could not have been concealed from them ;

But that in truth it had never been communicated to them, nor had they known of it previous to the promulgation of the said decree ; that if they had foreseen this they would not have failed to have opposed it, as they now beg of us to allow them to do, if necessary, inasmuch as it is clear that the greatest favor which those communities were entitled to ask, and which they had on several occasions asked from the said ecclesiastics, had always been a remission of the indemnity due in respect of the lands which they possessed at the time, without their having ever thought of asking for a remission of the indemnity, or of other seigniorial dues in respect of lands which they might take or acquire in future, as some of these communities have since declared ; that such a purely gratuitous, vague and indefinite remission being unprecedented, the memorialists beg of us to modify it, although the said remission is authorized by the said decree, of which they had no knowledge until long after its date, and which has not yet been put into execution, because the copies thereof having been sent to New France direct, without having passed through their hands, were lost with the vessels carrying them ;

That the said decree, by which we intended to favor them, would be more prejudicial than advantageous to them if allowed to subsist, because it does not confirm the licence of mortmain which we were pleased to grant them by our letters patent of the month of May, 1674, in respect of the donation made to them of the said Island of Montreal, of the said estate now called Côte St. Sulpice, and of the Courcelles Islands and their dependencies which they enjoy, free from any obligation in future to pay any fine or other duty, by reason of the said mutations and conversion into mortmain, (*amortissement*) nor to appoint a substitute and replace him from time to time (*donner homme vivant et mourant*) as set forth in the said letters patent ;

That they expected from our goodness that we would be pleased to release them from this obligation, and to grant to them the confirmation of the licence of mortmain which we gave them gratuitously by our letters patent of 1677, and which they have reason to expect now, even by right of purchase, (*à titre onéreux*) as well in consideration of the immense expenditure which they and their predecessors have incurred for the establishment, improvement and preservation of the said Island of Montreal, Côte St. Sulpice, the Courcelles Islands and their dependencies as by way of indemnity for the loss of the superior, mean and inferior jurisdiction of the Côte St. Sulpice, the Courcelles Islands and their dependencies, which they have made over to us, and of the mean jurisdiction of the said Côte St. Sulpice and the said Courcelles Islands and their dependencies, which they offer to make over to us, and also for a mill and all the adjacent ground belonging to them on the hill at Ville-Marie, taken for the fortifications of the said city, and for the remission of considerable sums due to them by way of indemnity, by the three communities mentioned in the said petition, if His Majesty should think fit that such remission should be granted to them for the past only, as the memorialists consent it should, provided the said licence of mortmain be confirmed ;

And as it is important for them that all these requests and those which have already been granted to them by our said decree of the 22nd of April, should be determined upon by the same letters patent, they beseech us to be pleased, in interpretation, so far as may be necessary, of our edict of the month of May 1693, creating a royal jurisdiction in the Island of Montreal, to declare that we did not intend to include therein the inferior jurisdiction of the said island, which should be and remain reserved to them; which inferior jurisdiction may be exercised by the bailiff and officers of the superior jurisdiction of the precincts of the seminary of Ville-Marie, and farm of St. Gabriel, reserved to them by the said edict, or such other officers as they may think proper to appoint for that purpose, to whom they beg of us to grant power to decide all the contestations, which may arise on the subject of the recovery of *cens et rentes*, ground-rents, *lods et ventes*, quint and relief, and all other seigniorial dues which may be claimed by the said ecclesiastics, whatever may be the sum to which the same may amount;

That in consequence of the surrender which they made to us of the Côte St. Sulpice, Courcelles Islands and dependencies, which we have accepted by decree of our council of the twenty-second of April, one thousand seven hundred and four, and which they renew, as well as of the inferior jurisdiction of the said Côte St. Sulpice, Courcelles Islands and dependencies, which they offer to us at present, they besought us to grant to the officers who shall exercise the inferior jurisdiction which they reserve to themselves, in the said Côte St. Sulpice, Courcelles Islands and dependencies, power to decide also all the contestations which may arise on the subject of the recovery of the *cens et rentes*, ground rents, *lods et ventes*, quint and relief, and all the seigniorial dues and duties which shall be claimed by the said ecclesiastics by reason of the said Côte St. Sulpice, Courcelles Islands and their dependencies, and to release them from the obligations to remit the indemnities and other seigniorial dues which are or shall be payable by the Frères Hospitaliers, the Religieuses Hospitalières of Hôtel-Dieu and the Ladies of the Secular Congregation of Montreal, or that, if we wished to confer a favor on these three communities, we would be pleased to declare that the said gratuitous remission should take place only with respect to the indemnity due for the lands and tenements which were possessed by the said three communities, at the time when the same was asked for in their name, and not with respect to the indemnity and other seigniorial dues, for lands and tenements, which they have acquired since, or may take or acquire in future, by any title whatsoever, for which they shall be held to pay the indemnity in full, and the other accustomed seigniorial dues and duties;

And lastly, that as will in consideration of the great expenditure which the said ecclesiastics and their predecessors have incurred down to his time for the establishment, improvement and keeping up of the Island of Montreal, the Côte St. Sulpice, the Courcelles Islands and their dependencies, as in exchange for and by way of indemnity for the loss of the jurisdictions over the said localities surrendered by them, their mill at Ville-Marie, taken for the fortifications, and the considerable sums due to them for indemnity by the three communities above named, if we should think fit that the same should be remitted to them for the past only, we should grant to them by right of purchase (*à titre onéreux*) the confirmation of the licence of mortmain of the said Island

of Montreal, Côte St. Sulpice, Courcelles Islands and their dependencies, which licence of mortmain we have already granted to them gratuitously by our letters patent of the month of May 1677, and to grant to them the seigniorial dues payable in respect of all the mutations of property situate within the limits of the said places, to receive the said dues for their own use forever, conformably to the edicts and declarations of the twentieth of March 1673, and twentieth of February 1674, and to other edicts and declarations in that behalf, without being at any time hereafter liable to pay any tax or duty to us or the Kings our successors, on account of our fines on mutations or conversions into mortmain, or to appoint a substitute and replace him from time to time (*donner homme vivant et mourant*); the whole notwithstanding all edicts and declarations, decrees and other things to the contrary;

For these and other consideration Us thereunto moving, we have by these presents, signed by our hand, said and declared and do hereby say and declare, that we did not intend our Edict of the month of March 1693, to extend to the inferior jurisdiction of the Island of Montreal, which it is our pleasure should be and remain reserved throughout the whole extent of the said Island, to the said Ecclesiastics of the Seminary of St. Sulpice, who may cause it to be exercised by such officers as they may think proper, even by the bailiff and other officers of the superior jurisdiction of the precincts of the Seminary of Ville Marie and farm of St. Gabriel, reserved to them, in the said Island, by the said Edict, to which officers we give and grant power to take cognizance, in the first instance, of all the contestations which may arise out of claims for the recovery or acknowledgment of the *cens et rentes*, ground rents, *lods et ventes*, quints, reliefs, and all other seigniorial and feudal dues and duties, whatever may be the sum to which the same may amount, made by the said Ecclesiastics on account of their estate, fief and seigniority of Montreal and their dependencies, on condition that all appeals from the said jurisdiction shall be directly to our judges in the said Island of Montreal; and by these presents we have re-united and do re-unite to the royal jurisdiction of the said Island of Montreal, the superior and mean jurisdiction of the said Côte St. Sulpice and Courcelles Islands and their dependencies, belonging to the said Ecclesiastics, it being our pleasure that they should enjoy only the inferior jurisdiction of the said Côte St. Sulpice and Courcelles Islands, and their dependencies, with power to them to establish judges there to exercise it, to whom we give and grant power to take cognizance in like manner, of all contestations which may arise in suits for the recovery or acknowledgment of *cens et rentes*, ground rents, *lods et ventes*, quints and reliefs, and all other seigniorial and feudal dues and duties, whatever may be the sum to which they may amount, which may be claimed by the said Ecclesiastics, on account of their estate, fief and seigniority of Côte St. Sulpice and the Courcelles Islands and their dependencies aforesaid, on condition that all appeals from the said jurisdiction shall lie in like manner to the judges of the Island of Montreal;

And we have also granted and do grant to the said Ecclesiastics of the Seminary of St. Sulpice, the seigniorial dues owing by all the inhabitants of lands and tenements in their said seigniority of the said Island of Montreal, Côte St. Sulpice, Courcelles Islands and their dependencies, on condition, however, that it shall not be in their power to demand any thing from the communities of the Frères Hospitaliers of the

General Hospital of the Island of Montreal, from the Religieuses Hospitalières of the Hôtel-Dieu, or from the Ladies of the Secular Congrégation of Notre-Dame, established in the same island, for indemnity of mutation fines, in respect of the lands and tenements heretofore possessed by them, as well by virtue of concessions from the said Ecclesiastics of the Seminary, as by other modes of acquisition, either in fief or *en roture*, it being our pleasure that the said Ecclesiastics should enjoy the dues payable on all mutations of lands, seigniories and other real estate in their said seignior of the Island of Montreal, Côte St. Sulpice, the Coucelles Islands and their dependencies, conformably to the terms of our Edicts and declarations of the twentieth of March 1673, and the twentieth of February 1674, and other Edicts and declarations in that behalf;

And we have moreover, by these presents, confirmed, as by right of purchase (*à titre onéreux*), in consideration of the dues which would accrue to the said Ecclesiastics, by way of indemnity for what they have surrendered to us in the seignior of Montreal and Côte St. Sulpice, and for other considerations hereinbefore explained, the license of mortmain which we granted to them by our letters patent of the month of May 1677, for the said Island of Montreal, the estate at present called Côte St. Sulpice, and the Courcelles Islands and their dependencies, which then belonged to them, without their being liable at any time to pay to us, or to the kings our successors, any fine or indemnity, or other dues whatsoever, on account of the said mutation or conversion into mortmain, or to name a substitute and replace him from time to time.

And we do hereby command our beloved and faithful the members of our superior council at Quebec, to cause these presents to be enregistered, published and executed according to their tenor and effect, notwithstanding all Edicts, declarations and orders to the contrary, which we have derogated from and hereby do derogate from; and in order that this may be a settled and permanent thing for ever, we have caused our seal to be set to these presents.

Given at Marly, in the month of July, in the year of grace one thousand seven hundred and fourteen, and of our reign the seventy-second.

(Signed)

—LOUIS.

And lower down, in the King's name,

(Signed)

PHELIPPEAUX.

(With a flourish.)

And on one side, *visa*, Voisin, and sealed with the great seal in green wax, on red and green ribbons.

The letters patent above transcribed, have been registered in the registry of the superior council of Quebec, in pursuance of the decree of this day, by me, the un-

dersigned counsellor to the king, registrar in chief of the said council, at Quebec, the twentieth of September, one thousand seven hundred and seventeen.

(Signed)

DE MONSEIGNAT.

[Ord. of 1732, No. 20, Folio 110.]

Ordinance reuniting the lands of the individuals therein named, to the domain of the Sieur Boucher de Niverville, in virtue of the ordinance of the 24th July 1730, which binds them to reside upon the said lands (tenir feu et lieu), and in order to prevent frauds, forbids them, as well as others, to sell, assign or exchange their lands. Dated the 27th July 1732.

GILLES HOCQUART, &c.

Considering our ordinance of the 24th July 1730, made at the request of the Sieur Jean-Baptiste Boucher de Niverville, esquire, seignior of Chambly, by which we did ordain that all the inhabitants therein named, should keep house and home (*tiendront feu et lieu*) on their lands, and should be held to make clearings thereon (*y faire du désert*) within eight months at furthest, reckoning from the date of our said ordinance to the 1st April 1731, inclusive, after the lapse of which period, and upon the certificates of the said curate and captain of militia of the locality, to the effect that they have not kept house and home, nor made clearings on their said lands, we should proceed to reunite the said lands to the domain of the said Sieur de Niverville, and by which we did also prohibit the said inhabitants and all others from assigning, exchanging or selling their lands without having given notice thereof to their seignior for the purpose of having the said assignments, exchanges or sales ratified by him, in order to prevent frauds; the said ordinance published on three consecutive sundays, beginning with the 30th July in the said year, by one Laloire and one Lavallée, officers of militia.

Seeing also the petition presented to us by the said Sieur de Niverville, setting forth that, since the granting of the said delay by our foregoing ordinance, which delay expired more than a year ago, the said inhabitants therein named, have not set about keeping house and home on their said lands, and praying that we would be pleased to pronounce the re-union thereof to his domain, according to the certificates of the curate and captain of militia of the said seigniory, attached to the said petition; and praying that, conformably to the decree of the King's council of state of the 6th July 1711, in order that the petitioner may dispose of or deal with the same, as he may think fit, and that we would moreover condemn the said inhabitants to pay to the said petitioner the *cens et rentes* which they owe him for the whole of the period of their possession.

And seeing the said statement certified by the missionary and captain of Chambly, the 12th of the present month, by which it appears that, since the publication of our foregoing ordinance, the said inhabitants therein named have not kept house and home, nor performed any works on their lands, to wit :

Marien Lebault, for 3 arpents in front by 30 in depth; L'Epine, for a lot of similar extent; Nicholas Favereau, for 3½ arpents by 30 in depth; Michel Charbonneau, also for 3½ arpents by 30 in depth; André Languedoc, Joseph Labrie, Etienne Petit, Antoine Roy, Pierre Marié, Jean Archambault, Joseph Larion, Jean Milet, André Archambault, François Chrétien, Pierre Groux, François Serat l'Espagnol, Pierre Avare, Jean-Baptiste Cousineau, Ignace Martin, each for 3 arpents in front by 30 in depth; René Lafleur, for 3 arpents by 40 in depth; the widow Latulipe, for 4 arpents in front by 40 in depth; Louis Languedoc, Antoine Languedoc, François Languedoc, each for a lot of 3 arpents in front by 30 in depth; Jean-Baptiste Cousineau, for two lots of 3 arpents by 30 in depth; François Voyer alias Labrie, for 3 arpents by 30 in depth; Pierre Groux, for two lots of 3 arpents by 30 in depth; François Serat, also for two lots of 3 arpents in front by 30 in depth; Antoine Larion, for 3 arpents by the same depth; René Larion, for 3 arpents by 30 in depth; Louis and André Archambault, each for 3 arpents by 30 in depth.

And having taken the whole into consideration, we, in virtue of the power given to us by His Majesty, and in execution of the said decree of the council of state of the 6th July 1711, have declared all the said individuals hereinabove named to have wholly and entirely forfeited all right of property in the said lands conceded to them by the Sieur de Niverville, and situate in the said seigniory of Chambly, in consequence of their having failed to keep house and home thereon, and to perform any work thereon within the periods prescribed, as well by the said decree of the council of state, as by our said ordinance of the 24th July 1730, and we have reunited the same to the domain of the said Sieur de Niverville.

And the said ordinance shall be read and published in the usual manner, so that none of those who are therein named, may be ignorant thereof.

Thus ordered, &c.

Done at Montreal, the twenty-seventh day of July one thousand seven hundred and thirty-two.

(Signed)

HOCQUART

[Ord. of 1722, No. 8, Folio 25.]

Ordinance prohibiting the inhabitants of Grande-Anse from laying fisheries to catch herring and salmon in front of the fief St. Denis, inasmuch as the proprietors are about establishing a fishery to catch porpoise, on pain of all damages against the contravening parties.

MICHEL BEGON, &c.

It having been represented to us by Dame Thérèse Lalande, wife of the Sieur Aubert, counsellor in the superior council in this city, acting as well for herself as for the

propriétors of the fief St. Denis, that several inhabitants of Grand Bay, and other places, have taken upon themselves, for several years past, to set up herring and salmon fisheries in front of the said fief, and that, being on the point of establishing a porpoise fishery at the same place, in conjunction with Charles Gagnon and Pierre François, inhabitants of Beaupré, they could not succeed, if the said inhabitants should continue to set up their fisheries, as they have done in times past; and it being her interest to prevent this, she has prayed us to be pleased to prohibit all persons from setting up fisheries upon the said fief St. Denis, or to disturb the said Gagnon and François in the establishment which they are about to make of a porpoise fishery;

In consideration whereof, we hereby prohibit the said inhabitants of Grand Bay, and all others, from setting up in future herring or salmon fisheries in front of the fief St. Denis, and from troubling the said Charles Gagnon and Pierre François in the establishment which they are about to make of a porpoise fishery in the said place, on pain of all costs and damages against those who may offend in the premises.

Thus ordered, &c.

Done at Quebec, on the twenty-fourth day of March one thousand seven hundred and twenty-two.

(Signed)

BEGON.

[Ord. of 1743, No. 31, Folio 121.]

Ordonnance which condemns dame widow Pommercau to pay to the sieur de Lafontaine, in his qualities, the sum of 1808 livres, 13 sols and 9 deniers, for half of the rents due by her for the Islands of Mingan, which she occupies, provided the sieurs Lalande and Jolliet give her a concession of the isles, islands and beaches (battures) in front of her concession on the mainland.

CHARLES MARQUIS DE BEAUHARNOIS, &c.

GILLES HACQUART, &c.

Between demoiselle Françoise Boucher de Boucherville, widow of the sieur Pommercau, proprietor of the post called Great Mécatina, appellant from the seizure made of her moveables, the thirty-first of October and fourth of November last, of the one part;

And the sieur Jacques de Lafontaine, counsellor in the superior Council of Quebec, and demoiselle Charlotte Bissot, his wife, in the name and as donee of the sieur Jacques Lalande Gayan, captain of the ships of His Catholic Majesty, owner of half the Mingan islands; the said sieur Lafontaine in the said name, also as attorney of dame Louise de Grignon, widow of the late sieur Pierre Lalanne, baron of Castelnau, and of the sieur Charles Jolliet, the sieur Fleury de Lagorgendière, agent of the India Company, in the name of; and as having married demoiselle Claire Jolliet, the sieur Vo-

lant d'Hautebourg, in the name of and as having married the widow of the sieur Jean Jolliet, the sieur Jean Taché, stipulating for the latter in virtue of his power of attorney from demoiselle Volant, as attorney of her husband, all heirs in part of the late sieur Jolliet, respondents, of the other part :

Having seen the *procès-verbal* of seizure of the moveables of the said appellant made at the request of the said respondents, on the thirty-first of October last, by Courtin and Thibault, bailiffs, at foot of which is the answer of the said appellant, that she is ready to pay the rent specified in our order of the fourth of October last, which she has never refused to do, provided the said respondents give her a good and valid discharge, and a deed of concession of the isles and islets which are in front of her concession on the mainland, and of which she has need for the success of her local fishery, with a protest for all costs, damages and interest incurred and to be incurred;

Another *procès-verbal* of continuation of seizure of the moveables of the said appellant, at the same request and by the same bailiffs, the fourth of November last, an acknowledgment by the sieur Foucault, counsellor in the superior council aforesaid, dated the fourth of November last, by which he acknowledges that the said appellant has intrusted to him the sum of three thousand six hundred and seventeen *livres* seven, *sols* and six *deniers*, together with seventy-five seal skins, by way of deposit in his hands, to be delivered to the heirs Jolliet and Lalande, (respondents) according as he may be commanded by us, the said acknowledgment served upon the said sieur Lafontaine in his said capacities, by Clesse, a bailiff, on the fifth of the said month of November.

Having seen a written pleading of the said appellant, in which she prays that the seizure and taking in execution of her moveables may be declared null, unjust, tortious and illegal, and in consequence that the said sieur Lafontaine, one of the respondents, may be condemned to pay her two thousand *livres*, or such other sum as we may be pleased to assess, by way of damages, together with all costs, wherefore she constitutes herself an incidental plaintiff, saying to herself the right of adopting such other conclusions as she may be advised, and reserving all her rights, claims, actions and pretensions; the said written pleading served upon the said sieur Lafontaine, in his said capacities, by Clesse, a bailiff, the fifth of November last;

The answer forthwith made by the said sieur Lafontaine, in which it is said, among other things, that the deposit which the said appellant has made in the hands of the said sieur Foucault not having been ordered by any superior authority, nor by any competent party, he, the said sieur Lafontaine, will not mind it; that she is free to deposit her own money in the hands of whomsoever she thinks fit, but not that which ought to accrue to him as one half of the rent ordered by us to be paid;

A petition presented to us by the said widow Pommereau, praying, for the reasons therein contained, that we would be pleased to admit her as an appellant from the seizure and taking in execution of her moveables, and from all that preceded and followed it, maintain her appeal, declare the deposit made in the hands of the sieur Foucault, of the sum of three thousand six hundred and seventeen *livres*, seven *sols* and

six *demers*, and of the seventy-five seal skins, good and valid; that in consequence he shall deliver the same to whomsoever the court shall direct, and that the order to be given in this matter may avail as a deed of concession to the said appellant, of all the isles, islets and shoals which may be found to belong to the heirs Jolliet and Lalande, in front of the grant of the said appellant on the mainland, and that, pronouncing on the seizure and execution taken out against the said appellant, by the sieur Lafontaine and the heirs Jolliet, we may declare it unjust, tortious and illegal, and condemn them in damages to the amount of two thousand livres, with all the costs;

Our order of the eighth November last, following the said petition, to the effect that she is admitted as an appellant, and permitted to summon the opposite parties to come before us on the then next Tuesday, at three o'clock in the afternoon; service of the said petition and order, made at the request of the said appellant on the said respondents, by Clesse, a bailiff, on the ninth of the said month of November, with summons to appear before us on the said day, Tuesday, the twelfth of the same month.

Having seen the written answer of the said sieur Lafontaine, in the capacities in which he acts, served on the said appellant, the eleventh of the said month, by which the said sieur Lafontaine prays that we may be pleased to declare the deposit made in the hands of the said sieur Foucault null and void, in consequence of not having been authorized, and the conservative seizures made and commenced of the goods and chattels of the said appellant good and valid, for want of her having complied with the said order for the rendering of an account of the sale in question, which she furnished afterwards, to condemn the said appellant to pay to the heirs Jolliet, as well as to the said sieur Lafontaine, as donee of the sieur Lalande, the sum of five thousand and ninety-six *livres* and sixteen *sols*, in money or receipts, in which sum she acknowledges herself to stand indebted towards the said sieur Lafontaine, in the said capacities, giving, if we should deem it necessary, security for the half of the said sum accruing to him, in case his titles should not appear to us sufficient; to grant him a certificate of his consent on behalf of the said sieur Lalande, and those for whom he is attorney, that the order to be given in this matter should avail as a deed of concession to the said widow Pommereau, of all the islands she may require which are opposite her own, according to our order, to which moreover he offers to conform himself; to dismiss the said appellant's unfounded demand for damages, and to condemn her in all the costs;

The written replication of the said appellant, not served, bearing date the twelfth of the said month of November, by which she persists in the conclusions which she took in her petition of the eighth of the said month of November;

Our order of the said day in the said month of November, by which we directed that this case should be taken in consideration before the intendant that day week, for which purpose the parties should be held to deliver to him the papers they intend to make use of, as well as the titles on which they found their claims, in order that having seen and examined these, we may pronounce between the parties as to justice may appertain; reserving the question of costs.

Having seen also the power of attorney on stamped paper dated the twenty-third of March one thousand seven hundred and forty, passed before Desloris, a notary, in the parish of Castelnaud in the see of Saint Severus, by Dame Louise de Grignon, Widow of the Sieur Pierre de Lalanne, baron of Castelnaud, authorising the possession and enjoyment of the Mingan Islands belonging to the said Lady, the said power of attorney authenticated by the Sieur Jean Marie Plantier, royal judge of Monfort, on the same twenty-third day of March one thousand seven hundred and forty, and served upon the said appellant the said thirty-first day of October last ;

Together with the letter written by the said Lady de Castelnaud, to the wife of the said Sieur Lafontaine, the tenth of May one thousand seven hundred and forty-one, the power of attorney in the spanish language containing a donation of the usufruct of the islands called Mingan, by the said, Sieur Jacques Lalande de Gayon in favor of Dame Charlotte Bissot and the said Sieur Lafontaine, her husband, to be enjoyed by them *ad interim*, and until the said Sieur Lalande should otherwise dispose thereof by sale or donation, which he reserves to himself the right of doing whenever he may think proper ;

The said donation being on stamped paper, dated the eighth of April one thousand seven hundred and forty, passed before Pierre Lopes de Santiago, public notary and principal of the department of Serrol in Spain, and translated into french ; this donation being also authenticated on the seventeenth of the said month of April, one thousand seven hundred and forty, by Joseph Prado y Andras and Vano Antonio Lepanto, public and royal notaries, residing in the Kingdom of Galicia and Diocese of Mondónedo, in the jurisdiction of the city of Ventanjos ;

The french copy of the said donation served at the request of the said Sieur Lafontaine, in his said capacities, upon the said appellant the thirty-first of October last ;

Our order made between the said parties the fourth of October last, served on the said appellant the fourteenth of the said month ; ✓

A power of attorney, dated the eighth of October last, granted by the said Sieur Charles Jolliet, as well for himself as for the other heirs of the late Sieur Jolliet, his father, to the said Sieur Lafontaine, to receive from the said appellant the sums in which she may be found in arrear for the moiety of the rent of the Mingan Islands accruing to the said heirs Jolliet.

Having seen the consent, dated the tenth of the said month of October, given by the said Sieurs Lagorgendière and Volant, in the names of those for whom they act, to the said Sieur Lafontaine, by which they agree that the said appellant should pay to the said Sieur Lafontaine the half of the rent which the court has fixed this year for the right which the Sieur Lalande has in the Mingan Islands, notwithstanding the seizures made by the Sieur Lagorgendière, as well on the said Widow as on the Sieur Estebe ; the aforesaid power of attorney and consent having been served upon the said appellant the thirty-first of October last ;

And the statement of the produce of the post called Great Mecatina, belonging to the said appellant, from one thousand seven hundred and thirty-nine to one thousand

seven hundred and forty-three, signed by her and certified as correct the twenty-fifth of the said month of October last, by which it appears that there has accrued to the said heirs Jolliet and Lalande, for rent at the rate of three per cent during the said years, the sum of five thousand and ninety-six *livres*, sixteen *sols* and seventy-five seal skins, on account of which the said heirs have heretofore received the sum of fourteen hundred and seventy-nine *livres*, eight *sols* and six *deniers*, leaving a balance of three thousand six hundred and seventeen *livres*, seven *sols* and six *deniers*, due to them; the said statement served on the said appellants.

And having taken all these things into consideration,—

We, pronouncing upon the respective pretensions of the parties, without minding the seizure in question, which we have declared null, and without regard to the deposit made by the said Widow Pommereau in the hands of the Sieur Foucault, have condemned the said Widow to pay to the said Sieur Lafontaine, in his said capacities, the sum of eighteen hundred and eight *livres*, thirteen *sols* and nine *deniers*, being the half of that of three thousand six hundred and seventeen *livres*, seven *sols* and six *deniers*, remaining as a balance of the five thousand and ninety-six *livres*, sixteen *sols*, total amount of the rent in question for four years of the produce of the Post belonging to the said Widow Pommereau, and also to deliver to him thirty-seven seal skins and a half being the moiety of seventy-five skins remaining in kind, upon the said Sieur Lafontaine's giving good and sufficient security to return and restore to those who may be entitled to the same, the sums which he may have received by reason of the said donation, in the event of the said Sieur Lalande having disposed of the said Islands by sale or donation, as he reserved to himself the right to do:

And we do moreover condemn the said Widow Pommereau to pay to the heirs Jolliet, or to the holders of powers of attorney from them, a like sum of eighteen hundred and eight *livres*, thirteen *sols* and nine *deniers*, and to deliver also to them thirty-seven seal skins and a half, being in proportion to the share falling to them in the succession of the said late Sieur Jolliet;

In consideration whereof, the said Sieurs Lalande and Jolliet shall be held to grant a deed of concession to the said Widow Pommereau of the isles, islets and shoals opposite and alongside of her grant on the main land, in the terms of the first clause of our order of the said fourth day of October last; and in default of their so doing, these presents shall avail as such deed.—Costs compensated.

Thus ordered, &c.

Done at Quebec, the thirtieth day of February, one thousand seven hundred and forty-three.

Signed, BEAUHARNOIS, and
HOCQUART.

Countersigned and sealed,

True copy,

Signed, HOCQUART.

[Commissions & grants to & subsequent to the Conquest, folio 271.]

Clauses and conditions in the grants of lands. Rights and reservations, contained in the concessions, in favor of the King; and charges in the grants of such concessions.

CLAUSES AND CONDITIONS IN THE GRANTS OF LANDS.

- 1^o To reside, (*tenir feu et lieu*) within one year, at the farthest, from the date of the concession, under pain of re-union.
- 2^o To cut down their timber along their neighbours clearances, as they shall require it and to cultivate their lands.
- 3^o To allow all roads necessary for the public, and to make the line fences as it may be ordered.
- 4^o To have the lines, metes and boundaries of the said concessions drawn and placed at their own costs; and to obtain letters patent from His Majesty within two years.

RIGHTS AND RESERVATIONS IN FAVOR OF THE KING IN CONCESSIONS.

1^o To pay each year, on St. Martin's day, to the receiver of the King's domain, or to the person appointed by him, one *sol* of *cens* for each arpent in front and 20 *sols* of *rente* for each twenty arpents in superficies, and half a bushel of wheat for each two arpents in front. The said *cens* bearing *lods et ventes, défaut et amende*, with all other royal and seigniorial rights, (*which are the rights of exchange, inheritance, counter inheritance established by the King's edict of the 20th March 1673, which seigniors have no right to enjoy without having acquired such right from His Majesty*) as the case may be according to the Custom of the *prévosté* and *viscomté* of Paris.

2^o His Majesty reserves the right of taking from the said lands, all the timber he may require for the frame work and construction of the forts and buildings he may hereafter put up, and the property of the mines and minerals, if any should be found upon the said lands.

3^o To preserve all oak trees and others fit for the building of His Majesty's vessels.

CONDITIONS IN THE GRANTS OF CONCESSIONS.

That they should carry their grain to be ground at the banal mill when one shall be built, under pain of the forfeiture of the grain, and of a fine.

[Commissions and grants, &c., to and subsequent to the Conquest. Folio 274.]

Form of a grant or concession from a seignior to an inhabitant.

Before——, the undersigned notary, residing at——, and the witnesses hereinafter named,

Was present A. B., original seignior of——, who has acknowledged and confessed to have granted and conceded from henceforth and for ever, *à titre de cens et rentes foncières et non rachetables*, the said *cens et rentes* bearing *lods et ventes, défaut, saisine et amende*, when the case shall occur, from——, with promise of guarantee from all troubles and other hindrances whatever, into——, present and accepting hereof for himself, his heirs and assigns, to wit:

A piece of land situate in the said seignior, &c., as the whole now stands, without any exception or reserve, and of which the said purchaser declares he has a perfect knowledge, having seen and examined the same, and being content and satisfied therewith; the said lot of land being within the *censive* of the said seignior of——, and by these presents charged, in favor of the seignior of the said seignior, with 4 *livres*, 2 *sols tournois* and 2 bushels of good, merchantable wheat, with one day's work, when it may be required, or payment of 40 *sols*, according to the choice of the said seignior, the whole of *cens et rentes foncières*, not redeemable, payable each year on St. Martin's Day, 11th November, the first payment of which rents, &c., will become due and shall be made in the year 1779, with all other seigniorial rights, when the case shall occur, according to the custom of the country.

The said grant to be subject to the right of *banalité*, under penalty of a fine and of paying to the miller the toll (*mouture*) of the grain that may have been ground elsewhere; the said seignior reserving to himself the right of *retrait* in preference to all relations, in case of sale, or other alienation equivalent to a sale, of the whole or of any part of the said land, by repaying to the purchaser the price of sale with his lawful costs and charges.

The said grantee shall not transfer, make over or otherwise alienate the whole or any part of the said land to any community or mortmain, *ni mettre cens sur cens*.

The said seignior shall have the right to take from the said land all the timber that may be necessary for the mills, manor-houses, parsonages and other public works, also all building stone, sand and other materials, without paying anything for the same to the said grantee, his heirs or assigns, who shall be bound to allow, and to make and keep in repair, all roads and bridges that may be useful and necessary, to cut down the wood alongside of their neighbours' clearings, make the line fences in common with them, and cultivate the said land, in such manner that the *cens et rentes* agreed upon may be easily collected each year; also to preserve the oak trees fit for the building of His Majesty's vessels; and the said grantee shall not build any mill upon the said land without the express permission of the said seignior, who reserves to himself all mill stones that may be found upon the said land.

To all which the said grantee, both for himself and his heirs, agreed and became obliged under hypothec of all his goods, and more particularly and by privilege, of the said land, neither mortgage doing away with the other;

And in default of the said grantee fulfilling the above conditions, the said seignior shall re-enter into full possession of the said land, without being obliged to have recourse to any legal formalities, in which case these presents shall have their full force and effect in relation to the *cens et rentes* then accrued and become due.

The said grantee shall furnish a copy of these presents to the said seignior.

Thus done, &c.

[Commissions and grants, &c., to and subsequent to the Conquest. Folio 24.]

Explanation of the means employed by the seigniors of Canada, in the time of the French Government, to re-visit to their domains the farms of such of their tenants as neglected to cultivate them, according to the conditions contained in their deeds of concession.

Extract from a memorial on that subject, presented to lieutenant-governor Carlton by Mr. François Monnier, a member of the council, and a judge of the court of common pleas, who had resided in that province during the time of the French Government.

When an inhabitant or Canadian peasant, who had obtained from a seignior a grant of land in his seignory, neglected to cultivate it, according to the conditions of his deed of concession; the seignior had a right to demand that it should be taken from him, and reunited to his own domain. This was done under the authority of the intendant, without cost to the seignior; the seignior presenting a petition to the intendant, stating the default on the part of the inhabitant to cultivate the land that had been conceded to him, and praying the intendant, for that reason, to order the reunion of it to his domain.

Upon this the intendant sent an order to the inhabitant to fulfil the conditions of his deed within a delay of six months, eight months, one year, or any other stated time that the intendant thought reasonable, under pain of seeing his land reunited to the domain of the seignior.

This order of the intendant had to be published during three consecutive sundays, at the parish church of the seignory, at the issue of divine service, and the delay, given to the inhabitant to fulfil the conditions of his deed, was counted from the last of these three publications. If, at the expiration of the delay so granted to the inhabitant, by order of the intendant, the curate of the parish and the captain of militia certified to him that the land in question was still uncultivated; the intendant rendered a second décret by which he reunited the land to the domain of the seignior.

This custom was looked upon as being very useful to the province in general, and also to the seigniors, inasmuch as it greatly tended to increase the cultivation and establishment of the whole country.

[Reg. F, No. 6. Ins. Sup. Coun. from 1722 to 1731, Folio 129.]

Grant to Charles, Marquis of Beauharnois, and to Claude de Beauharnois de Beaumont, of 6 leagues in front by 6 leagues in depth, of the place called Villechauve (Beauharnois), adjoining the seigniorie of Chateauguë.

This 12th day of April 1729, the King being at Versailles, His Majesty being pleased with the services which the Sieur Charles Marquis of Beauharnois, governor of, and his lieutenant-general in New-France, renders him and with those which he has rendered as captain of his vessels during the last wars; and wishing to favor his plan of forming, together with the Sieur Claude de Beauharnois de Beaumont, his brother, also captain of a vessel, a large establishment which would be advantageous to those of his subjects who would be desirous of settling there, His Majesty has granted to him and to the said Sieur de Beaumont a concession of 6 leagues in front by 6 leagues in depth, running north-east and south-west, adjoining the seigniorie of Chateauguë along the river St. Lawrence, with the adjacent islands; to be possessed jointly by the said Sieurs Marquis de Beauharnois and de Beaumont, his brother, during their lifetime, and the whole of it by the survivor, and their children born in wedlock and their heirs for ever as their own, with right of *sef et seigneurie, haute, moyenne et basse justice*, and right of hunting and fishing and other seigniorial rights, without being bound to pay His Majesty, or his successors, any tax or indemnity, of which, to whatever sum it might amount, His Majesty has made them a gift.

The said concession of Villechauve granted upon condition that they shall render fealty and homage at the Castle of St. Louis in Quebec, according to the customary rights and duties, when the case shall occur, pursuant to the Custom of Paris; that they shall preserve and make their tenants preserve the oak timber fit for the building of His Majesty's vessels; that they shall inform His Majesty, or the governors and intendants of the country, of the mines and minerals, if any should be found in the said concession; that the appeals from the judgments given by the judge established there, shall be to the royal court at Montreal; that they shall reside (*tendront feu et lieu*) and make their tenants reside upon the said grant, in default of which it shall be reunited to His Majesty's domain; to clear the land and have it cleared immediately; to leave the roads necessary for the public; to leave the beaches open to all fishermen, with the exception of those parts which may be required for fishing purposes;

And in case His Majesty should require any part of the said land for the erection of forts, batteries, armories, magazines and other public works, he shall take it, as well as the timber necessary for the said public works, and the fire-wood for the garrisons of the said forts, without giving any indemnity therefor.

The whole in virtue of the present ordinance, which is to be registered in the office of the superior council of Quebec, and for guarantee of his will, His Majesty has signed these presents with his own hand, and I, his counsellor and secretary of state and of his commands and finances, have countersigned.

(Signed) LOUIS.

And lower down :

PHELYPEAUX.

The grant above, and on the other side writtch, has been registered on the sixth of September 1729.

(Signed) DAINE.

ANNO TERTIO, GEORGI IV.

CAP. CXIX.

An Act to regulate the trade of the provinces of Lower and Upper Canada, and for other purposes relating to the said provinces.

[5th August 1822]

Lands held in fief and seigniorie may, on petition of the owners to His Majesty, &c. be changed to the tenure of free and common soccage.

XXXI. And whereas doubts have been entertained whether the tenure of lands within the provinces of Upper and Lower Canada holden in fief and seigniorie can legally be changed : And whereas it may materially tend to the improvement of such lands, and to the general advantage of the said provinces, that such tenures may henceforth be changed in manner hereinafter mentioned ;

Be it therefore further enacted and declared, that if any person or persons holding any lands in the said provinces of Lower and Upper Canada, or either of them, in fief and seigniorie, and having legal power and authority to alienate the same, shall, at any time from and after the commencement of this act, surrender the same into the hands of His Majesty, his heirs or successors, and shall, by petition to His Majesty or to the governor, lieutenant governor, or person administering the government of the province, in which the lands so holden shall be situate, set forth that he, she or they, is or are desirous of holding the same in free and common soccage, such governor, lieutenant governor, or person administering the government of such province as aforesaid, in pursuance of His Majesty's instructions transmitted through his principal secretary of State for colonial affairs, and by and with the advice and consent of the executive council of such province, shall cause a fresh grant to be made to such person or persons of such lands, to be holden in free and common soccage, in like manner as lands are now holden in free and common soccage in that part of Great-Britain called England ; subject nevertheless to payment to His Majesty, by such grantee or grantees, of such

sum or sums of money, as and for a commutation for the fines and other dues which would have been payable to His Majesty under the original tenure *and to such conditions* as to His Majesty, or to the said governor, lieutenant governor, or person administering the government as aforesaid, shall seem just and reasonable; Provided always, that on any such fresh grant being made as aforesaid, no allotment or appropriation of lands for the support and maintenance of a protestant clergy shall be necessary; but every such fresh grant shall be valid and effectual without any *specification of lands* for the purpose aforesaid; any law or statute to the contrary thereof in anywise notwithstanding.

His Majesty may commute with persons holding lands at *cens et rentes*.

XXXII. And be it further enacted, That it shall and may be lawful for His Majesty, his heirs and successors, to commute with any person holding lands at *cens et rentes* in any *censive* or fief of His Majesty within either of the said provinces, and such person may obtain a release from His Majesty of all feudal rights arising by reason of such tenure, and receive a grant from His Majesty, his heirs or successors, in free and common soccage, upon payment to His Majesty of such sum of money as His Majesty, his heirs or successors, may deem to be just and reasonable; by reason of the release and grant aforesaid, and all such sums of money as shall be paid upon any commutations made by virtue of this act, shall be applied towards the administration of justice, and the support of the civil government of the said province.

ANNO SEXTO GEORGH IV REGIS.

CAP. LIX.

An Act to provide for the extinction of feudal and seigniorial rights and burthens on lands held *à titre de fief* and *à titre de cens*, in the province of Lower Canada; and for the gradual conversion of these tenures into the tenure of free and common soccage; and for other purposes relating to the said province.

[22nd June 1825.]

3, G. 4, C. 119. **W**HEREAS in and by an act passed in the third year of His Majesty's reign, intituled: *An Act to regulate the trade of the provinces of Lower and Upper Canada, and for other purposes relating to the said provinces*, certain provisions were made for a change of the tenure of lands held at *cens et rentes*, in the *censive* of His Majesty in the provinces of Lower and Upper Canada; and whereas the said provisions, in so far as they relate to the change of tenure of lands in fief and seigniority, cannot, in the said province of Lower Canada, receive execution where such lands, or parts thereof, have, under grants of the seigniories become the property of persons who hold the same *à titre de fief*, in *arrière-fief* or *à titre de cens*; and further provision in this behalf is necessary: Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of

the lords spiritual and temporal, and commons, in this present parliament assembled, and by the authority of the same. That whenever any person or persons, holding of His Majesty as proprietor or proprietors any fief or seigniority in the said province of Lower Canada, and having legally the power of alienating the same, in which fief or seigniority lands have been granted and are held *à titre de fief*, in *arrière-fief* or *à titre de cens*, shall by petition to the King, through the governor, lieutenant governor, or person administering the government of the said province, apply for a commutation of and release from the *droit de quint*, the *droit de relief*, or other feudal burthens due to

His Majesty on such fief or seigniority, and shall surrender into the hands of His Majesty, his heirs or successors, all such parts and parcels of such fief or seigniority as shall remain and be in his possession ungranted; and shall not be held as aforesaid, *à titre de fief*, in *arrière-fief* or *à titre de cens*, it shall and may be lawful for His Majesty, or for such governor, lieutenant governor, or person administering the government as aforesaid, in pursuance of His Majesty's instructions transmitted through one of his principal secretaries of state, by and with the advice of the executive council of the said province, to commute the *droit de quint*, the *droit de relief*, and all others feudal rights and burthens due to His Majesty upon or in respect of such fief or seigniority, for such sum of money or consideration, and upon such terms and conditions, as to His Majesty, or to such governor, lieutenant governor, or person administering the government as aforesaid, in pursuance of such instructions, and by and with such advice as aforesaid, shall appear meet and expedient; and thereupon to release the person or persons so applying, his, her, and their heirs and assigns, and all and every the lands comprized in such fief or seigniority, from the said *droit de quint*, *droit de relief*, and all other feudal burthens due or to grow due thereupon to His Majesty, his heirs or successors, of whatsoever nature or kind, for ever; and to cause a fresh grant to be made to the person or persons, so applying, of all such parts and parcels of such fief or seigniority as shall as aforesaid remain and be in his, her or their possession ungranted, and which shall not be held *à titre de fief*, in *arrière-fief*, as aforesaid, or *à titre de cens*, to be thenceforward holden in free and common soccage, in like man-

Such fief or seigniority may be re-granted to the proprietor in free and common soccage.

ner as lands are now holden in free and common soccage in that part of Great Britain called England, without its being necessary for the validity of such grant, that any allotment or appropriation of lands for the support and maintenance of a protestant clergy should be therein made; any law or statute to the contrary thereof notwithstanding.

Feudal and seigniorial rights on the granted parts of such seigniority not to be affected until a commutation thereof shall be obtained as hereinafter provided.

II. Provided always, and be it further enacted, That where such fresh grant as aforesaid shall be made, nothing in this act contained shall extend or be construed to extend, to take away, diminish, alter, or in any manner or way affect the feudal, seigniorial or other rights of the seignor or person in whose favour such grant shall be made, upon and in respect of all and every the lands held of him *à titre de cens*, or *à titre de fief*, or in *arrière fief*, as aforesaid, making

part of him, her or their fief or seignior, on which a commutation of the *droit de quint*, or *droit de relief*, shall have been obtained as aforesaid, but that all and every such feudal, seigniorial, and other rights shall continue and remain in full force upon and in respect of such lands so held *à titre de fief*, in *arrière-fief* as aforesaid, or *à titre de cens*, and the proprietors and holders of the same, as if such commutation or grant had not been made, until a commutation, release, and extinguishment thereof shall have been obtained in the manner hereinafter mentioned.

Persons holding lands in fief and obtaining a commutation as aforesaid, shall be bound to grant the like commutation to those holding under them, if required.

III. And be it further enacted, That in all cases where any seignior or seigniors, or person or persons holding lands *à titre de fief* in the said province of Lower Canada, shall by reason or means of a commutation with His Majesty, or of a surrender of his, her, or their fief or seignior, or any part thereof, to His Majesty, or by reason or means of a commutation with his or their immediate superior lord or seignior, or otherwise howsoever, have obtained or shall or may hereafter obtain, for himself, herself, or themselves, his, her, or their heirs or assigns, from His Majesty, or from the governor, lieutenant governor, or person administering the government of the said province of Lower Canada, or from his, her, or their immediate superior lord or seignior, a release from and extinguishment of the *droit de quint*, or *droit de relief*, due and payable by him, her, or them, his, her, or their heirs and assigns, for or in respect of lands so held *à titre de fief*, such seignior or seigniors, person or persons aforesaid, his, her, and their heirs and assigns, shall be held and bound, when thereunto required by any of his, her, or their *censitaires*, or the persons who now hold or hereafter may hold the said lands, or any of them, or any part thereof, *à titre de fief*, in *arrière-fief* as aforesaid, or *à titre de cens*, to consent to, grant and allow, to and in favour of such *censitaires*, or other person or persons as aforesaid, requiring the same, a commutation, release, and extinguishment, of and from the *droit de quint* and *droit de relief*, or *droit de loîs et ventes*, as the case may be, and all other feudal and seigniorial rights and burthens to which such *censitaire* or other person or persons, his or their heirs and assigns, and his and their lands so held by him or them, may be subject or liable to such seignior or seigniors, person or persons aforesaid, his, her, or their heirs and assigns, for a just and reasonable

For such price or indemnity as shall be fixed by experts.

price, indemnity, or consideration, to be paid for the same, which price, indemnity, or consideration, in case the parties concerned therein shall differ respecting the same, shall be ascertained and fixed by *experts* to be in that behalf nominated and appointed, according to the due course of law in the said province of Lower Canada, regard being had to the value of the said lands so held *à titre de cens* or *à titre de fief*, in *arrière-fief* as aforesaid.

Seigniors or others refusing to grant such commutation may be implored in a court of Law, and such commutation may be awarded by such court to the party requiring the same, on payment of the price or indemnity.

IV. And be it further enacted, that if any seignior or seigniors, person or persons holding lands *à titre de fiefs*, who shall so as aforesaid have obtained a release of and from the *droit de quint*, or *droit de relief*, shall when thereunto required by any person or persons holding any of the said lands *à titre de fief*, in *arrière fief*, or by any *censitaire* or *censitaires* holding any of the said lands *à titre de cens* as aforesaid, upon the payment or lawful tender of the price, indemnity, or consideration in that behalf hereinbefore provided, refuse

or neglect to consent and allow to and in favor of such person or persons holding such lands *à titre de fief*, in *arrière fief*, as aforesaid, or of such *censitaire* or *censitaires*, a commutation, release and extinguishment of the *droit de quint* and *droit de relief*, or of such *censitaire* or *censitaires*, as the case may be, an instrument in writing, before two notaries, or a notary and two witnesses, containing such commutation, release and extinguishment as aforesaid, it shall and may be lawful to and for such person or persons, holding such lands *à titre de fief*, in *arrière fief* as aforesaid, or for such *censitaire* or *censitaires*, as the case may be, to implead such seignior or seigniors, person or persons as aforesaid, in any of His Majesty's court of competent jurisdiction in the said province of Lower Canada; for the purpose of compelling him or them to accept the price, indemnity or consideration herein before provided, to be ascertained and fixed as aforesaid, for the commutation, release, and extinguishment of the *droit de quint*, and *droit de relief*, or *droit de cens* and *droit de lods et ventes*, as the case may be, and of all other feudal and seigniorial rights and burthens required and demanded by such *censitaire* or *censitaires*, or other person or persons as aforesaid, and to obtain the full and entire benefit of such commutation, release and extinguishment, and upon the payment or lawful tender and deposit of the price, indemnity, or consideration payable by such person or persons as aforesaid; or such *censitaire* or *censitaires*, in the hands of the prothonotary or clerk of the said court, for the use of the said seignior or seigniors, person or persons so impleaded as aforesaid in such court, it shall and may be lawful for the said court, and the said court is hereby required, by their judgment in that behalf, to award and adjudge to such person or persons as aforesaid, or to such *censitaire* or *censitaires*, the benefit of such commutation, release or extinguishment, for and in respect of the lands for which such payment or tender and deposit shall have been made, as fully and effectually, to all intents and purposes whatsoever, as if such commutation, release and extinguishment had been voluntarily consented to be granted and allowed by the said seignior or seigniors, person or persons so impleaded as aforesaid.

Such commutation having been voluntarily agreed upon or awarded by a court of law, all feudal rights and burthens shall cease upon the lands for which the same shall be granted.

V. And be it further enacted, that in all cases where such commutation, release and extinguishment as aforesaid, shall have been voluntarily agreed upon by and between any seignior or seigniors, person or persons holding lands *à titre de fief*, who shall have obtained a release of the *droit de quint*, or *droit de relief*, as aforesaid, and his or their *censitaire* or *censitaires*, or other person or persons as aforesaid, in and by any written agreement or instrument in writing, executed before two notaries, or a notary and two witnesses, and also in all cases where such commutation, release and extinguishment shall have been declared awarded, and adjudged by any court of competent jurisdiction, by their judgment in that behalf as aforesaid, in favour of any person or persons as aforesaid, all and every *droit de quint*, and *droit de relief*, *droit de cens* and *droit de lods et ventes*, and mutation fines of every description, *droit de retrait*, *casuel*, and *conventionel*, *droit de banalite*, *droit de corvée*, and every feudal and territorial right and burthien whatsoever, upon or in respect of the lands for which such commutation, release and extinguishment shall have been agreed upon, declared, awarded or adjudged as aforesaid, shall from and after the making of such agreement or instrument in writing, or the rendering of such judg-

ment as aforesaid, be absolutely and for ever taken away, extinguished and discharged, as well in respect of such *censtaire* and *censtaires*, or other person or persons as aforesaid, his, her, and their heirs and assigns, as in respect of the said lands; and the tenure of the said lands shall thenceforth be converted into free and common soccage, and the said lands be held and be taken and considered to be held in free and common soccage, in like manner as lands are holden in free and common soccage in that part of Great Britain called England, any law, usage or custom to the contrary notwithstanding.

Nothing herein contained to extend to discharge arrears.

VI. Provided always, and be it further enacted, that nothing herein contained shall extend or be construed to extend to discharge any arrears of *censt et rentes* or any *lods et ventes*, or dues that may have accrued before such commutation as aforesaid shall have been required by any *censtaire* or *censtaires*, or in anywise to destroy, alter, or affect the recourse which the seignior or seigniors to whom such arrears, *lods et ventes*, or rights, shall be due, might lawfully have had or taken for the recovery of the same, if such commutation had not been made.

Persons applying for such commutation to give public notice to mortgagees and others having claims on such lands.

VII. Provided nevertheless, and be it further enacted, that in all cases where such application for a commutation, release and extinguishment of feudal or seigniorial rights, dues or burthens shall be made in respect of lands held either immediately of the crown, or as an *arriere fief*, as aforesaid, public notice thereof shall be given by the person so applying, for the space of three calendar months, in the *Quebec Gazette*, published by authority, and in two other newspapers published respectively in the cities of Quebec and Montreal, thereby calling on all persons who may have or claim to have any present or contingent right, interest, security, charge or incumbrance, either by mortgage (*hypothèque*) general or special, express or implied, or under any other title, or by any other means whatsoever; in or upon the lands in respect to which such commutation, release and extinguishment of feudal and seigniorial rights, dues, or burthens, shall be so applied for, to signify in writing, within three calendar months from the date of such notification, their assent to or dissent from the surrender, regrant and change of tenure of such lands and the commutation, release and extinguishment of the feudal and seigniorial dues and burthens so applied for; which consent or dissent in writing shall, in case of an application made by petition to His Majesty, as hereinbefore mentioned, be lodged within the said last mentioned period of three calendar months (and access shall be by all persons freely had thereto) in the office of the executive council of the said province, and in the case where such commutation, release and extinguishment of feudal and seigniorial dues, rights and burthens shall be required of a seignior, for and in respect of lands holden *à titre de fief*, in *arriere fief*, such consent or dissent in writing shall be lodged within the said time (and access shall be by all persons freely had thereto) in the office of the prothonotary or clerk of the superior court of original jurisdiction, holding civil pleas in the district where such lands shall be situate; and provided further, that no such surrender, regrant, change of tenure, or commutation, release and extinguishment of feudal and seigniorial dues, rights and

burthens, shall be good, valid or effectual to any purpose whatsoever, unless such notification shall have been previously made, and the consent of all such persons having holding, or claiming any right or interest, security, charge, or incumbrance in or upon the said lands, shall have been signified and deposited as aforesaid, or until the person applying for such commutation, release or extinguishment of feudal or seigniorial dues, rights, or burthens, shall show, to the satisfaction of His Majesty's executive council, or of his immediate superior lord or seignior, as the case may be, that no such claim hath been made or signified, or that having been made, it hath been satisfied or discharged, or been declared by a judgment of a competent court of law to be unfounded.

Lands holden in free and common soccage in Lower Canada to be subject to the laws of England.

VIII. And whereas doubts have arisen, whether lands granted in the said Province of Lower-Canada by His Majesty, or by any of His Royal Predecessors, to be holden in free and common soccage, shall be held by the owners thereof, or will subsequently pass to other persons according to the rules of descent and alienation in

force in England, or according to such rules as where established by the ancient laws of the said province, for the descent and alienation of land situate therein; be it therefore declared and enacted, that all lands within the province of Lower-Canada, which have heretofore been granted by His Majesty, or by any of His Royal Predecessors, to any person or persons, their heirs and assigns, to be holden in free and common soccage, or which shall or may hereafter be so granted by His Majesty, his heirs and successors, to any person or persons, their heirs and assigns, to be holden in free and common soccage, may and shall be, by such grantees, their heirs and assigns, held, granted, bargained, sold, aliened, conveyed and disposed of, and may and shall pass by descent, in such manner and form, and upon and under such rules and restrictions, as are by the law of England established and in force in reference to the grant, bargain, sale, alienation, conveyance, disposal, descent of lands holden by the like tenure therein situate, or to the dower or other rights of married women in such lands, and not otherwise, any law, custom, or usage to the contrary in anywise notwithstanding: Provided nevertheless, that nothing herein contained shall extend to prevent His Majesty, with the advice and consent of the Legislative Council and Assembly of the Province of Lower-Canada, from making and enacting such laws or statutes as may be necessary for the better adapting the before mentioned rules of the law of England, or any of them, to the local circumstances and condition of the said Province of Lower-Canada, and the inhabitants thereof.

Certain parts of the Coast of Labrador and adjacent islands, reannexed to Lower Canada. 49, Geo. 3, c. 27. 5, Geo. 4, c. 67.

IX. And whereas under and by virtue of a certain act passed in the forty-ninth year of the reign of His late Majesty King George the Third, intituled: "An act for establishing courts of judicature in the Island of Newfoundland, and in the islands adjacent, and for re-annexing part of Labrador, and the islands lying on the said Coast, to the government of Newfoundland," and of the act passed in the fifth year of the reign of His present Majesty, intituled: "An act for the better administration of justice in Newfoundland, and for other purposes," the Coast of Labrador, from the river St. John to Hudson's Straights, and the Island of Anticosti and all the islands adjacent to the said Coast, except the Islands of Madelaine, are annexed to and form

part of the government of Newfoundland; and it is expedient that certain parts of the said Coast of Labrador should be re-annexed to and form part of the province of Lower Canada, be it therefore enacted, That so much of the said coast as lies to the westward of a line to be drawn due north and south from the bay or harbour of Anse-Sablon inclusive, as far as the 52nd degree of north latitude, with the Island of Anticosti and other islands adjacent to such part, as last aforesaid, of the Coast of Labrador, shall be and the same are hereby re-annexed to and made a part of the said province of Lower Canada, and shall henceforward be subject to the laws of the said province, and to none other; and so much of the said recited acts passed in the forty-ninth year of the reign of His Majesty King George the Third, and in the fifth year of the reign of His present Majesty, as relates to such part of the Coast of Labrador, as last aforesaid, and the said Island of Anticosti and other adjacent islands, shall be and the same is hereby repealed.

Court of Escheats may be constituted in the said province to try forfeitures of uncultivated lands liable to escheat to the Crown. X. And whereas it is necessary to enable His Majesty more easily to resume from time to time such uncultivated lands within the said province, held in free and common soccage, as now are or hereafter may be liable to escheat and become forfeited to His Majesty by escheat, by reason of the non-performance of the conditions of settlement and cultivation, or other conditions mentioned and contained in the letters patent or grants thereof heretofore made by His Majesty, either in virtue of this act or otherwise; be it enacted, That it shall and may be lawful for the governor, lieutenant governor or person administering the government of the said province, with the advice of the executive council thereof, to constitute and appoint, by a commission under the great seal of the said province, one or more person or persons to be a commissioner or commissioners of escheats and forfeitures of land within the said province, which said commissioner and commissioners is and are hereby authorized and empowered from time to time, on information being made and filed before him or them by the attorney general or solicitor general of the said province, or other person appointed for that purpose on behalf of His Majesty, his heirs or successors, concerning the performance or non-performance of the conditions of any grants or letters patent by which any such land as aforesaid shall at any time have been held, to enquire, on the part and behalf of His Majesty, by the oaths of twelve good and lawful men, to be duly summoned for that purpose by the sheriff, upon a precept to be issued and directed to him from the office of the secretary of the province, whether the lands mentioned in the said information, are or shall be liable to escheat, and be forfeited to His Majesty, by reason of the non-performance of any of the conditions of the respective grants or letters patents thereof; and the said commissioner or commissioners shall proceed in the cognizance of the matters aforesaid as nearly as circumstances will admit, according to the rules, course and practice of the law of England, in the like cases, and shall have power and authority to summon witnesses to attend and give evidence before the said inquest; and the testimony on oath of one or more competent witness or witnesses, either before the said inquest, or taken in writing before a person or persons to be appointed for that purpose by the said commissioner or commissioners, and returned and exhibited before the said inquest, shall be good and sufficient evidence of the matters alleged in such information; and the said commis-

Inquest to be returned. sioner or commissioners shall duly return the inquisition which he or they shall, from time to time, take by virtue of this act, under his or their seals, and the seals of those by whose oaths he or they shall have taken the same, into the office of the secretary of the province within thirty days after the taking thereof, and also within the same time return a transcript thereof, and of the whole proceedings relating to the same, into the supreme court of original jurisdiction holding civil pleas in the district in which the lands and premises comprised in the information shall be situate, and thereupon such lands and premises, as are thereby found to be forfeited to His Majesty for non-performance of any of the conditions on which the same shall have been granted, shall be and they are hereby declared to be re-vested in His Majesty, his heirs and successors, any former grant or letters patent thereof notwithstanding: provided always, that no new grant of such lands shall be made for the space of one year from the date of such inquisition, except to the person or persons holding or claiming the same under the former letters patent thereof, or by a lawful title derived under the same.

Notice to be given. XI. And be it further enacted, that the clerk of the said court of escheats and forfeitures, to be appointed in like manner as the said commissioner or commissioners, shall, within fourteen days after the filing of such information, insert in the *Quebec Gazette*, published by authority, a notice signed by him, and shall as soon thereafter as may be, cause the same to be posted upon a public place as near to the lands mentioned in the said information as circumstances will admit, thereby notifying all persons interested in such lands, that such information has been filed for the purposes aforesaid, and of the time and place of holding an inquest of office before the said commissioner or commissioners, concerning the matters therein alleged, which time shall not exceed four or be less than two calendar months from the publishing of such notice; and such notice being so published, and proof thereof made to the satisfaction of the said commissioner or commissioners, shall be instead of all other notice, process, writ, summons, or other proceeding whatever, for the notification and appearance of the person or persons interested in such lands, and shall conclude all such persons for ever: provided, that it shall be lawful for all persons interested in or entitled to such lands as are comprised in any office or inquisition so made and re-

Parties interested may traverse inquests. turned as aforesaid, to traverse the same in the court into which it shall have been returned, within three calendar months from the date thereof; and the notice hereinbefore required, and the inquisition so to be taken in pursuance thereof, shall be deemed sufficient and conclusive notice to the traverser, and all others concerned in such traverse; and such court shall thereupon hear, try and determine the said traverse, as nearly as circumstances will admit, according to the rules, course and practice of the law of England in the like cases, and the judgment of the said court thereon shall be final.

Certain parts of the clergy reserves in the said province may be surrendered, exchanged, and re-granted for certain public uses and other purposes. XII. And whereas divers persons within the said province of Lower Canada, hold or claim by occupancy, lawful prescription, or transfer, or by doubtful titles, divers of the lands which, in pursuance of the act of parliament made in the thirty-first year of the reign of His said late Majesty King George the Third, have been appropriated within the said province of Lower Canada, for the

maintenance of a protestant clergy: And whereas divers parts of the land so appropriated as aforesaid for the support of a protestant clergy, are from time to time required as the site of public buildings and other works carried on at the public expence within the said province: And whereas divers parts of such appropriated lands so aforesaid, which have not been brought into cultivation by or for the benefit of the protestant clergy within the said province, are sometimes required to enable His Majesty to complete the settlement of other waste lands in the immediate vicinity thereof, but by reason of the said lands being so appropriated as aforesaid, it is impossible, except by the consent of parliament, to quiet the possession of such persons so claiming the same by such titles as aforesaid, or to obtain a surrender and conveyance, or to effect an exchange of such parts thereof, as may be so required as aforesaid for the public service, or for the completion of any such settlements as aforesaid; be it therefore enacted, that whenever and so often as it shall appear to the governor, lieutenant governor, or other person administering the government of the said province, that the surrender and cession of any part of the lands so appropriated as aforesaid for the benefit of a protestant clergy in the said province, is necessary for quieting the titles of any of His Majesty's subjects to lands held or claimed by them by occupancy, lawful prescription, transfer, or by doubtful titles, as aforesaid, or is necessary or would be convenient for the carrying on of any public buildings or works, or for the more effectual settlement of any district or tract of land within the said province, or otherwise, for His Majesty's service or for the benefit of the said province, or of His Majesty's subjects therein resident, then, and in any or either of the cases aforesaid, it shall and may be lawful for the bishop of Quebec, for the time being, on behalf of the said protestant clergy, in compliance with any requisition in writing to him for the purpose made by such governor, lieutenant governor, or other person administering the government of the said province, and he is hereby required, by a deed under his hand and seal, duly attested by two or more credible witnesses, to surrender, yield up, and convey to His Majesty, his heirs and successors, the lands comprized and described in any such requisition as aforesaid, in exchange for other lands situate in the said province, of equal extent and value, to be by His Majesty appropriated and set apart for the support and maintenance of a protestant clergy therein; and which deed, so executed by the said bishop of Quebec for the time being, shall be valid and effectual in law, to vest in His Majesty, his heirs and successors, all the land therein included and comprized; and such lands shall and may, by His Majesty, his heirs and successors, be re-granted and re-conveyed to any other person or persons, for quieting their possession and titles, or otherwise, as may from time to time be expedient or necessary, without any further appropriation of land being thereupon made for the benefit of a protestant clergy.

PROCLAMATION.

DALHOUSIE, GOVERNOR.

GEORGE THE FOURTH, by the Grace of God, of the United-Kingdom of Great-Britain and Ireland, King, Defender of the Faith.

To all our loving subjects whom these presents may concern, greeting.

Whereas by an act of the parliament of our United Kingdom of Great-Britain and Ireland, passed in the sixth year of our reign, intituled: "An act to provide for the extinction of feudal and seigniorial rights and burthens on lands held *à titre de fief* and *à titre de cens* in the province of Lower Canada, and for the gradual conversion of those tenures into the tenure of free and common soccage, and for other purposes relating to the said province," it is amongst other things enacted:

"That whenever any person or persons holding of us, as proprietor or proprietors, any fief or seigniority in the said province of Lower Canada, and having legally the power of alienating the same, in which fief or seigniority lands have been granted and are held *à titre de fief*, in *arrière-fief* or *à titre de cens*, shall by petition to us through the governor, lieutenant-governor or person administering the government of our said province, apply for a commutation of and release from the *droit de quint*, the *droit de relief* or other feudal burthens due to us on such fief or seigniority, and shall surrender into the hands of us, our heirs or successors, all such parts and parcels of such fief or seigniority as shall remain and be in his possession ungranted, and shall not be held, as aforesaid, *à titre de fief*, in *arrière-fief* or *à titre de cens*, it shall and may be lawful for us, or for such governor, lieutenant-governor or person administering the government as aforesaid, in pursuance of our instructions transmitted through one of our principal secretaries of state, by and with the advice of the executive council of the said province, to commute the *droit de quint*, the *droit de relief* and all other feudal rights and burthens due to us upon or in respect of such fief or seigniority, for such sum of money or consideration, and upon such terms and conditions as to us, or to such governor, lieutenant-governor or person administering the government as aforesaid, in pursuance of such instructions, and by and with such advice as aforesaid, shall appear meet and expedient, and thereupon to release the person or persons so applying, his, her or their heirs and assigns, and all and every the lands comprized in such fief or seigniority, from the said *droit de quint*, *droit de relief* and all other feudal burthens due or to grow due thereupon to us, our heirs or successors, of whatsoever nature or kind for ever; and to cause a fresh grant to be made to the person or persons so applying of all such parts and parcels of such fief or seigniority, as shall as aforesaid remain and be in his, her or their possession ungranted, and which shall not be held *à titre de fief*, in *arrière-fief*, as aforesaid, or *à titre de cens*, to be thence forward holden in free and common soccage, in like manner as lands are now holden in free and common soccage in that part of Great Britain called England, without its being necessary for the validity of such grant, that any allotment or appropriation of lands for the support and

maintenance of a protestant clergy, should be therein made, any law or statute to the contrary thereof notwithstanding.”

And whereas in pursuance of the said act heretofore in part recited, and in execution of the powers thereby in us vested, we have transmitted through the right honorable the Earl Bathurst, one of our principal secretaries of state, having the department of the colonies, to the right honorable the Earl of Dalhousie, our captain general and governor in chief in and over our said province of Lower Canada, our royal instructions for and concerning the commutation of the *droit de quint*, *droit de relief* and all other feudal burthens due to us, whereof the commutation in and by the said act is provided for, and concerning the sum of money or consideration, terms and conditions on which such commutation is to be granted and allowed according to the provisions of the said act;

Know ye, therefore, that, for the purpose of making known our said royal instructions in this behalf, and in order that persons intitled to and desirous of the benefit of the commutation provided for in and by the said act, in what respects lands held of us *à titre de fief*, may avail themselves of such benefit, we have thought fit, with the advice of our executive council of our said province, to issue this, our royal proclamation, hereby to publish and declare to our loving subjects whom the same may concern, that whenever any person or persons holding of us, as proprietor or proprietors, any fief or seigniority in the said province, and having legally the power of alienating the same, in which fief or seigniority lands have been granted and are held *à titre de fief*, *arrière-fief* or *à titre de cens*, shall apply for the commutation in and by the said act provided for, in the manner therein mentioned, and shall actually have paid into the hands of our receiver general of our said province, a sum of money equal to one-twentieth part of the value of such fief or seigniority; then and in every such case, our governor, lieutenant governor or other person administering the government of our said province, shall and will, with the advice of our said executive council in pursuance of our said royal instructions, proceed to commute all and every the *droit de quint*, *droit de relief*, and other feudal rights and burthens, which thenceforward, if such commutation were not made and granted, would accrue and become due to us upon and in respect of such fief and seigniority, and release for the future such person or persons, his, her or their assigns, and all and every the lands comprised in such fief or seigniority from the several burthens aforesaid, and to cause to be made to such person or persons a fresh grant in the manner in and by the said act hereinbefore recited prescribed;

And in case such person or persons as aforesaid should not agree with the governor, lieutenant governor or person administering the government of our said province, acting by and with such advice as aforesaid, as to the value of any such fief or seigniority, and the amount of the sum to be paid in consideration of such commutation, should not be determined by and between them, then and in every such case, in pursuance of our said royal instructions, we do will and require that our said governor, lieutenant governor or person administering the government of our said province, by and with such advice as aforesaid, do concur in the nomination and appointment of *experts* for ascertaining the value of such fief or seigniority, according to the course of law in our said province.

Provided always, and we do hereby declare that such commutation, so to be made and granted as aforesaid, shall not have the effect of extinguishing or affecting the recovery of any *droit de quint*, *droit de relief*, or other feudal rights and burthens, or any arrears thereof, previously accrued and become due to us upon and in respect of the fief or seigniority for which such mutation shall have been granted; but that all such *droit de quint*, *droit de relief* and other feudal rights and burthens and the arrears thereof so accrued and become due to us before the making and granting of such commutation, shall be recoverable by the same remedies, and in the same manner and form as if such commutation had not been made or granted;

And we do hereby expressly reserve to us, our heirs and successors, the power of revoking and altering from time to time, as occasion may require, the terms and conditions on which commutations are to be granted as aforesaid.

In testimony whereof, we have caused these our letters to be made patent, and the great seal of our said province of Canada hereunto affixed.

Witness our trusty and well beloved GEORGE EARL OF DALHOUSIE, Knight Grand Cross of the most honorable Military Order of the Bath, our captain general and governor in chief in and over our said province of Lower Canada, vice-admiral of the same, &c., &c., &c.

At our Castle of Saint Lewis, in our city of Quebec, in our said province, the fourteenth day of April, in the year of our Lord one thousand eight hundred and twenty-six, and in the seventh of our reign.

D.

D.

LOUIS MONTIZAMBERT,

Actg. Prov. Secy.

ANNO OCTAVO VICTORIÆ REGINÆ.

CAP. XLII.

An act the better to facilitate optional commutation of the tenure of lands *en roture*, in the seigniories and fiefs in Lower Canada, into that of *franc-aleu roturier*.

[29th March 1845.]

Preamble. **WHEREAS** it is expedient to facilitate, when the parties find it to their mutual advantage, and optionally agree upon the terms, commutation of the tenure of lands held *en roture* in the several fiefs and seigniories in Lower Canada, into that of *franc-aleu roturier*, and the extinguishment of all feudal dues, charges and incumbrances thereupon, as well in those fiefs and seigniories whereof the respective seigniors or proprietors may not already have commuted with the crown in respect of its rights and interests therein, including also fiefs and seigniories in mort

main, as in those with respect to which a commutation by the seigniors or proprietors thereof with the crown has been or shall be effected: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the legislative council and of the legislative assembly of the province of Canada, constituted and assembled by virtue of and under the authority of an act passed in the parliament of the united kingdom of Great Britain and Ireland, and intituled, *An Act to reunite the provinces of Lower and Upper Canada, and for the government of Canada*, and it is hereby enacted by the authority of the same, that whenever any

When the *constitutive* and seignior shall have agreed on the terms of commutation before notaries.

constitutive or owner of land held *en roture* in any fief or seignior in that part of this province known as Lower Canada, fiefs and seigniorics in mortmain also included, shall be desirous to commute the tenure thereof into the tenure *en franc-aleu roturier*, and for this purpose shall have made and concluded an agreement, in writing before notaries, with the seignior or proprietor of the fief or seignior wherein the land is situate, his agent, attorney, or other lawful representative, as to the value or indemnity to be

The commutation shall free the land from all seigniorial burthens whatever.

given or paid to such seignior or proprietor, for the release of the land in question from all such feudal or seigniorial dues, charges and incumbrances affecting the same, and its commutation from the tenure *en roture* into the tenure *en franc-aleu roturier*, and such agreement in writing shall have been duly enregistered in the registry office of the county wherein the land is situate, the commutation of the tenure of such land or lands *en roture* into the tenure *en franc-aleu roturier*, shall, to all intents and purposes, be held and taken to be perfect and accomplished, and the tenure of the said land or lands forever thereafter deemed and considered to be *en franc-aleu roturier*, and as such shall accordingly be disincumbered and free of all feudal and seigniorial dues, charges, liabilities and incumbrances of any and every kind and description whatsoever for ever thereafter, as are the lands holden in free and common soccage in the townships in Lower Canada.

Manner in which the commutation money may remain secured on the property, the tenure whereof shall be commuted.

II. And be it enacted, That the commutation money or indemnity agreed upon may, if it be the option and pleasure of the parties, remain secured, *à titre de constitution de rente, à rente foncière*, or otherwise, according to the stipulation between the parties, upon the land or real property, the tenure whereof shall have been so as aforesaid commuted, with the same privilege, *ex causâ*, and as *bailleur de fonds*, and preference thereupon, over all other hypothecary claims affecting the same, as such seignior or proprietor would by law be entitled to for the recovery of any seigniorial dues upon or arising out of such land previous to commutation of the tenure thereof.

The seignior who commutes with respect to any lands in his fief or seignior, shall give into the receiver general a copy of the *acte*, and pay 5 per cent. commutation money.

III. And be it enacted, That each and every seignior or proprietor of any fief or seignior in this province, who, pursuant hereto, shall have commuted with respect to any land or lands in his fief or seignior, shall be held to give in to the receiver general of the province, in the course of the first ten days of January, next after the commutation, an authentic copy of the notarial agreement or *acte* of each and every such commutation that he shall during the

preceding year have agreed to, accompanied by an attestation on oath (which oath any and every justice of the peace is, when demanded, hereby authorized and required to administer,) endorsed upon the same, that such notarial *acte* specifies the whole and sole terms upon which the commutation mentioned in it has been made, and each and every seignior or proprietor having so accounted for the commutations with respect to any land or lands, or other real property in his fief or seignior, shall, in conformity thereto, be liable to pay over, on or before the first day of July next ensuing, the actual receipt of the sum principal agreed upon as the commutation money, (unless the same shall, as hereinafter provided, be remitted to him,) into the hands of the receiver general of the province for the public uses thereof, an amount equal to one-twentieth of, or five per cent, upon the total amount of commutation money or indemnity he shall have received or agreed upon as aforesaid, as the proportion thereof, due to the crown as seignior *suzerain* or *dominant*.

Proprietors of *arrière-fiefs* committing to give an authentic copy of the *acte* of commutation, and 5 per cent to the seignior *dominant*.

IV. And be it enacted, that each and every seignior or proprietor of any *arrière-fief* in this Province, holding under any *dominant* seignior or seigniors other than the crown, who, pursuant hereto, shall have commuted with respect to any land in his *arrière-fief*, shall be held to give in to his said seignior *dominant*, in the course of the first ten days of January next after the commutation, an authentic copy of the notarial agreement or *acte* of each and every such commutation that he shall, during the preceding year, have agreed to, accompanied by an attestation on oath, (which oath any and every justice of the peace is hereby authorized and required to administer,) indorsed upon the same; that such notarial *acte* specifies the whole and sole terms upon which the commutation mentioned in it has been made, and each and every seignior or proprietor of any such *arrière-fief*, having so accounted for the commutations with respect to any land or lands or other real property in his *arrière-fief*, shall, in conformity thereto, be liable to pay over, on or before the first day of April then next ensuing, (unless the same shall have been remitted for the whole or in part to him by the seignior *dominant*,) into the hands of the said seignior *dominant*, an amount equal to one-fifth of the total commutation money or indemnity he shall have received or agreed upon as aforesaid, as the proportion thereof due to the said seignior *dominant*.

Seignior *dominant* to account to the crown for one fifth of his receipts.

V. And be it enacted, that the seignior *dominant* shall in like manner in his turn be liable to pay over, on or before the first day of July then next ensuing, (unless the same, as hereinafter mentioned, shall have been remitted to him,) into the hands of the receiver general of the province, for the public uses thereof, an amount equal to one-twentieth of the total amount of commutation money or indemnity to which, pursuant hereto, he shall be entitled, or shall have agreed to receive as the proportion or amount due him as seignior *dominant*, and such seignior *dominant* shall, at or before the time of paying over such sum of money to the receiver general, make an attestation under oath, (which oath any and every justice of the peace is hereby authorized and required to administer,) that the said sum of money is the one fifth of the total amount of commutation money or indemnity, by him received or agreed upon as such seignior *dominant*: Provided always, that nothing in this and the next preceding section shall extend or

be construed to extend to prevent any seignior or proprietor of any *arrière fief*, holding under any other seignior, to make and conclude an agreement in writing before notaries with his said seignior *dominant*, for the total extinction of all feudal and seigniorial dues, charges and incumbrances affecting the same, and belonging to such seignior *dominant*, previous to commutation by him with his own *censitaires*, and to agree and stipulate for the payment of a certain fixed sum, and for a *rente constituée* or *rente foncière*, or otherwise, as the commutation money or indemnity to such seignior *dominant* for all his rights and title therein; and such seignior *dominant* shall, on receipt of such sum of money so agreed upon and stipulated for, be held to pay over to the receiver general the one-twentieth part thereof at the same time, with the same formalities and with the same attestation on oath, as hereinbefore mentioned and required:—

Provido Provided always, that in all cases of immediate payment by the seignior *servant* to the seignior *dominant*, for the commutation agreed upon between them, or for the one-fifth part of the consideration of any commutation between the seignior *servant* and his *censitaires*, the seignior *servant* shall, in the manner hereinafter provided in the like case as to *censitaires*, deposit the amount coming to the seignior *dominant* in the office of the prothonotary, and with the like observances, and that the same proceedings shall be had thereupon, as is in that case by this act required, with the view of saving the rights of third parties, and with the like effects as respects the land, the tenure of which shall have been commuted.

Penalty on refusal or neglect to comply with the preceding sections.

VI. And be it enacted, that any seignior or proprietor of a seignior having commuted, who shall neglect or refuse to transmit an authentic copy or copies of the notarial agreement or agreements of any such commutation or commutations as aforesaid, within the appointed time according to the requirements of this act, shall, for every such neglect or refusal, forfeit to Her Majesty, her heirs and successors, double the sum which by reason of any and every such commutation, he would, according to this act, be liable for.

The governor may remit the indemnity due the crown.

VII. And be it enacted, that it shall be lawful for the governor, or person administering the government of the province for the time being, to remit, in all cases of commutation effected under this act, if to encourage and facilitate the commutation hereby intended he shall see fit, the proportion hereinabove fixed as the indemnity which by reason of such commutation will be payable, and may be claimed on the part of the crown; and in like manner it shall be lawful, if he see fit, whether in consideration of the loss or disuse of any seigniorial rights from whatsoever cause, formerly appertaining to fiefs and seigniories in Lower-Canada, or solely with a view to ease, expedite and promote the commutation intended by this act, to abandon and give up to any seignior or proprietor of any such fief or seignior, desirous of promoting a commutation of the tenure of lands within his fief or seignior, all claim to and every indemnity as aforesaid, coming to, or that might be due or claimed on the part of the crown, or to accept of a smaller proportion than that hereinabove (in the third section) mentioned as the indemnity to the crown on such commutations, and such indemnity being abandoned and given up, or the sum determined and fixed as the indemnity to the crown, being paid into the treasury of the province,

the seignior or proprietor in whose favor such abandonment shall have been made, or who shall have paid such indemnity, shall thereafter, in all time to come, be free to commute for any and all lands within his fief or seigniori, without being therefor, or in respect to the same, in any manner accountable to the crown.

Commutation monies, to be immoveable property.

VIII. And be it enacted, That all monies arising from the commutation of the tenure of any land under this act, whether the same be paid to the seignior as aforesaid, or remain as the principal of a *rente constituée* or *rente foncière*, or otherwise, shall be held to be immoveable property by fiction of law, and deemed to be *propre* belonging to any party, to whom the seigniori in which such land is situate shall be *propre*, and shall accordingly be subject to investment, and being so invested *bonâ fide* with a proper declaration of *remploi*, shall be substituted for the rights they represent, and shall have the same destination as such rights would have had.

Preamble.

IX. And whereas it is expedient, in the case where the *censitaire* commuting for the tenure of any such land *en roture* into the tenure *en franc-aleu roturier*, shall prefer making immediate payment of the commutation money or indemnity agreed to be given to the seignior or proprietor aforesaid of the fief or seigniori wherein the land is situate, to provide that due and reasonable notice of the commutation be given, to the end that all concerned, whose interests might in any wise be thereby prejudiced or affected, may avail themselves of such notice, and

Indemnity agreed upon to be deposited in the office of the prothonotary to abide the judgment of the court

take their recourse accordingly; be it therefore enacted, that the amount agreed upon by the *censitaire* and seignior, as the indemnity to such seignior for the commutation of tenure as aforesaid, of any land *en roture* in his fief or seigniori into the tenure *en franc-aleu roturier*, shall, when to be paid, be, at the diligence of the *censitaire* or land-owner deposited within thirty days next after the day of commutation, together with an authentic copy of the notarial agreement or instrument in writing relating thereto, in the office of the prothonotary of the court of Queen's bench for the district wherein the land is situate, (and of which deposit it shall be the duty of the prothonotary to grant him *acte*), there to abide the order or judgment of the court disposing thereof, in case any hypothecary claim, or claims affecting the same shall arise and be presented before the said court: provided always, that such seignior or proprietor may be allowed to take up and retain the said commutation money or indemnity so deposited, on giving a bond (and for the taking of

Proviso.

Prothonotary's fee.

which bond the prothonotary shall be entitled to a fee of one shilling and three pence, and no more,) or security to the satisfaction of any one of the judges of the said court, that the amount will, within twenty days next after the rendering of any order or judgment by the said court, (whether notice of such order or judgment be or be not served upon or given him, directing the distribution and payment thereof to any hypothecary claimant or claimants upon the same, be forthcoming and repaid into the prothonotary's office, to be disposed of according to such order or judgment.

Prothonotary to give notice of commutation, in gazette and other newspapers to be named by the court.

X. And be it enacted, That it shall be the duty of the prothonotary to cause notice to be given three times at least in the course of the four months next after the day of such deposit aforesaid, in the english and french languages, in the gazette and in some other newspaper or newspapers to be named by the court, or any of the judges thereof; printed in the district wherein the land commuted is situate, of such commutation; and, by *criée* or proclamation as in the case of *décrot* or sheriff's sale three times during the aforesaid term, at the church-door of the parish wherein as aforesaid such land is situate, immediately after the issue of the divine service thereat in the forenoon and if there be no church, then at the most public place in the seigniory, designating the land or lands or other real property, and requiring all persons having any hypothecary claim or claims that may any wise, affect such commutation money or indemnity, to present and fyle the same at his office within the fifteen days after the expiration of the said four months notice, to the end that the same be taken in consideration by the court and disposed of in due course of law; and that in default of presenting and fying the same within the appointed time, all such claims will thereafter be foreclosed; and accordingly all claims that might by law in any wise have affected such commutation money or indemnity, that shall not be presented within the time appointed, shall be foreclosed, and those presented collocated for payment according to their order of priority or privilege, by judgment of the court, and be paid from and out of the said amount of commutation money, in so far as the same shall suffice therefor.

Fee of prothonotary on fying agreement, and for enregistering the same.

XI. And be it enacted, That for the fying of such notarial agreement or instrument in writing, the prothonotary shall be entitled to the fee of one shilling and no more, and for enregistering the same in a register *paraphé*, (which it shall be his duty to keep for the purpose), at the rate of three pence per hundred words, and no more, and at the same rate for certified copies thereof; and to which register any and every person requiring it shall at all times, during office hours, have access gratis; and that the said fee and charges, and all costs and expenses of printing pursuant hereto, shall be taxed in each case at the lowest rate at which, consistently with justice, the same can be fixed, by some one or more of the judges of the said court before whom the proceeding is pending, and shall be defrayed by the parties commuting in equal proportions, unless it shall be otherwise stipulated by and between themselves in the *acte* or agreement of commutation; but that all costs and charges upon, or incidental to, any claim upon such commutation money or indemnity, shall be at the expense of the claimant or of the seignior or proprietor having commuted as aforesaid, as to justice it shall appertain, and by the court seized of the case it shall be awarded.

If no hypothecary claim be fyled, a memorandum thereof shall be entered upon the register, and the bond given by the seignior discharged.

XII. And be it enacted, That if no hypothecary claim as aforesaid be, pursuant to the notice hereinbefore required to be given, presented and fyled within the appointed time, a memorandum to that effect, shall be entered upon the aforesaid register to be kept for the purpose, and the bond given as aforesaid (when such may have been the case) by such seignior or proprietor, shall be discharged

and deemed cancelled, and a memorandum to that effect be accordingly indorsed upon the same by the prothonotary, and be in like manner entered upon the aforesaid register and the proceeding shall thereby be closed; and it also shall be the duty of the prothonotary to pay all monies that, by any order or judgment of court in any case within the meaning and provisions of this act, shall be directed to be paid to any claimant, and to take the necessary receipts and discharges therefor, making mention of the same on the said register, and of the respective dates thereof, for future reference thereunto in case of need, and for which service he shall be entitled to such compensation as shall be allowed by the court.

After the filing of notarial agreement and deposit of commutation money, the owner of land shall not be subject to any hypothecary claim created by the seignior.

XIII. And be it enacted, that from and after the filing as aforesaid of such notarial agreement or instrument in writing, and deposit of the commutation money or indemnity agreed upon as aforesaid in the office of the prothonotary, the actual, and every future owner (*detenteur*) of such land, the tenure whereof shall have been so commuted, and in like manner the land also, shall thenceforward for ever cease to be liable or subject to any hypothecary claim of any and every description, created or caused by the seignior or proprietor of the seignior, wherein such land is situate, or by any of his *ancurs* or predecessors, having owned such seignior.

Redemption of *rente constituée*, subject to be deposited in court.

XIV. And be it enacted, that whenever any *rente constituée* or *rente foncière* created under this act between seignior and seignior, or between seignior and *casitaire*, shall be redeemed by actual payment, whether by operation of law and in a compulsory manner, or by mutual agreement, as the case may be, such redemption shall become subject to the same deposit of the price or principal thereof in the court of Queen's Bench as hereinbefore provided to protect the rights of third parties, and the same proceeding shall be had thereon at the diligence of the person having to pay the said price or principal: provided always, that such *rente constituée* or *rente foncière* shall be considered in matters of succession, and in judicial proceedings, and to all other intents and purposes whatever, as being a territorial right attached to the domain of the seignior, to the seignior or proprietor of which it is payable, and shall not be liable to be transferred, seized, sold, alienated, hypothecated or mortgaged apart from the said seignior, but shall form part of the same, and shall also be transferred, seized, sold, alienated, hypothecated, mortgaged and otherwise legally dealt with, along with the said seignior, and the register to be kept by the seigniors as hereinafter mentioned shall be considered as one of the titles of the said seignior.

Religious communities in Lower-Canada, may invest sums of money accruing to them from any commutation,

XV. And be it enacted, that it shall be lawful for the several religious or ecclesiastical communities in Lower-Canada, holding in mortmain fiefs and seigniories therein, to invest from time to time, as they shall see fit, in any lands or tenements in this province, or in any public or private securities in the United Kingdom or in this province, which they shall deem the most advisable or advantageous to their res-

pective communities or corporations, every sum or sums of money that may accrue to them from any commutation made in pursuance of this act.

Any *rente constituée* as consideration for the commutation may be redeemed by the owner, subject to the requirements of this section.

XVI. And be it enacted, that any rent constituted (*rente constituée*) as the consideration for such commutation as aforesaid, shall be redeemed at the option of the land owner, by one payment, or as agreed upon, including all arrears, in cases where the seignior has the right of alienating such rent, and observing the formalities and requirements hereinbefore mentioned with respect to the ready payment for the liberation of all hypothecary claims; but if the seignior be entailed (*substituée*) or held in mortmain, or by a corporation, or the commutation be made on the part of the seignior, by a tutor, curator, or administrator, the rent and arrears only shall be received, and the principal sum shall only become payable in the cases by law provided, or when the party to whom the rent is payable shall have power of alienating the seignior wherein it may be due: provided always, that in all cases where the party with whom, as the seignior or representative of the seignior, the commutation is effected, shall not have the power of alienating any seigniorial right commuted, the commutation of such right shall be made for an annual rent, and not for a sum payable at once.

Commutation of any seigniorial rights to be accompanied by the same formalities as the alienation of any immovable property.

XVII. And be it enacted, that the commutation of any seigniorial right held in mortmain, or by any corporation, shall be accompanied by the same formalities as the alienation of any immovable property of the same party, would be; and tutors, curators, and administrators of any kind, shall be thereunto authorized, in the manner required by law to enable them to alienate the real property of the parties they represent; and the owners and possessors of any entailed seigniorial rights, the absolute property whereof is entailed on their children or descendants, born or to be born, or on the children or descendants, born or to be born of their collateral relatives, descendants of the party by whom the entail was created, or on other persons born or to be born, may commute such rights on an advice of relatives (*avis de parents*) duly homologated according to law; but if the absolute property of such rights be entailed on persons not descendants of the then possessor, then no such commutation shall be effected without the consent of a curator to the entail duly appointed in the usual form: provided that in all cases mentioned in this section the commutation shall be made for an annual rent, and not otherwise.

Penalty to which seigniors, or any person holding in mortmain or any tutor, &c., may be condemned in certain cases.

XVIII. And be it enacted, That any person or persons representing any party holding in mortmain or any corporation, and any tutor, curator or administrator, or the possessor of an entailed estate, who shall on account of any such commutation collusively receive for his or her advantage, or for that of any third party, any sum of money, promise or valuable consideration, over and above the rent stipulated, and any seignior in possession who, in effecting any such commutation shall have assumed to alienate rights with regard to which he has no power of alienation, and shall under such pretence have received any principal sum for such commutation, when in fact

such principal sum ought to have been received by some other party or converted into annual rent, such person or seignior may, on being legally convicted of such offence before any court of competent jurisdiction, be condemned to pay a penalty equal to double the amount which he shall have so received collusively under such false pretence, and any possessor of any land *en roture* or *censtaire*, who shall collusively pay to any such person or seignior any sum of money in order to obtain any such commutation, as aforesaid, with intent to defraud any other party, may be condemned to a penalty equal to double the sum so received to be imposed in like manner by the court before whom such offender shall have been convicted.

Directors of any community or corporation, and other, shall take necessary measure for the conservation of any rents, in which the parties they represent may be interested.

XIX. And be it enacted, That the directors and principals of any community or corporation holding estates in mortmain, and all curators, tutors and administrators, and all possessors of entailed estates, shall be bound to take all necessary precautionary measures for the conservation of any such rents as aforesaid in which the parties they represent may be interested; and in any case of compulsory redemption of such rent, shall be bound within one year thereafter to reinvest the principal sum in a secure and profitable manner, for the benefit of the corporation or persons therein interested.

When a commutation shall have taken place, all arrears due on the property, to be commuted and extinguished, unless the contrary be stipulated.

XX. And be it enacted, That whenever any such commutation shall have taken place, all arrears due on the property to which it relates, shall be held to be commuted and extinguished, unless the contrary be stipulated; and in the case last mentioned, or where such arrears shall be valued apart, or shall remain as a charge upon the property, the precise amount shall be ascertained and mentioned in the deed of commutation; but no such arrangement shall affect any arrears on any other property held by the same party: Provided also, that when any such commutation shall be affected on a part only of any land *en roture* or grant, a proportionate part of the arrears due on the whole, shall be held to be commuted and extinguished:

Proviso.

Proviso.

Provided further, that when a part only of any such land *en roture* or grant shall be so commuted, the seigniorial charges and dues on the part uncommuted shall be proportionally reduced.

Proviso.—Nothing in this act to affect any commutations effected by ecclesiastics of Saint Sulpice.

XXI. Provided also and be it enacted, That nothing in this act contained shall extend to affect any commutation of tenure effected in any seigniority held by the ecclesiastics of the seminary of Saint Sulpice, under the ordinance in that behalf made and provided.

Commutation to be in all cases full and perfect.

XXII. And be it enacted, That no commutation shall be effected for a part only of the seigniorial rights affecting any property; but such commutation shall be in all cases full and perfect, so as to produce a change of tenure as aforesaid.

Extinguishment of *lods et ventes* only.

XXIII. Provided always and be it enacted, That in cases where the parties, seignior and *censtaire*, may, without intending commu-

tation of the tenure of any such land; be desirous only of transacting for the extinguishment of *lods et ventes* upon all future sales or mutations thereof, and of liberating such land from the liability therefor in time to come, it shall be lawful for them so to do, and to agree and stipulate, by *acte* before notaries in this behalf, as they may be advised and think proper, the requirements of this act, for preserving the right of others when payment of the indemnity or composition money agreed upon is made, being always duly observed.

Persons holding in mortmain, corporations, tutors, &c., who possess property held *en roture* may commute by paying consideration out of the monies of those whom they represent, &c.

XXIV. And be it enacted, That those who hold in mortmain, and corporations, tutors, curators and administrators, possessing property held *en roture*, the tenure whereof may be commuted with advantage to those whom they represent, may effect such commutation by paying the consideration out of the monies of those whom they represent, or may validly bind them to the payment of the rent stipulated in the deed of commutation, provided they observe the formalities required by law in the alienation of the property of such parties holding in mortmain or corporations, or of those whose rights such tutors, curators or administrators represent.

Seignior shall keep a register, with an index.

XXV. And be it enacted, That the seignior shall keep a register, in which shall be entered at full length, all deeds of commutation, and all receipts for principal sums received for the redemption of any rent constituted, as the consideration of any commutation, and all judgments relating to any such commutation, with a proper index; and such register shall be open to all persons at all reasonable times; and the seignior, or the person in whose keeping such register shall be, may demand six pence currency for each communication of any such register; and copies of all entries in such registers shall be delivered to any party interested, by the seignior or his agent, on payment of three pence currency, for each hundred words; and such register shall be held to be a public memorial made for the common benefit of the seignior and his *censitaires*, and placed in the keeping of the seignior.

Accounting clause.

XXVI. And be it enacted, That all monies paid to the receiver general under the authority of this act, shall form part of the consolidated revenue fund of this province, and shall be accounted for to Her Majesty, her heirs and successors, through the lords commissioners of Her Majesty's treasury for the time being, in such manner and form as Her Majesty, her heirs and successors shall be pleased to direct.

ANNO DECIMO ET UNDECIMO VICTORIÆ REGINÆ.

CAP. CXL.

An act to facilitate commutation of the tenure of lands *en roture*, in the Queen's domain, into that of free and common soccage, and to avoid the unnecessary delays and expense heretofore incidental to such commutations.

[Reserved for the signification of Her Majesty's pleasure, 28th July 1847.—The royal assent given by Her Majesty in council, on the 30th October 1847; and proclamation made thereof by His Excellency JAMES, EARL OF ELGIN AND KINCARDINE, in the *Canada Gazette* of the 11th December 1847.]

Preamble:

WHEREAS the process heretofore followed in commuting the tenure of land, held *à titre de cens* or *en roture*, of the Crown in Lower Canada, into the tenure in free and common soccage, pursuant to an act of the Imperial Parliament, passed in the third year of the reign of His late Majesty King George the Fourth, intituled: "An act to regulate the trade of Lower and Upper Canada, and for other purposes relating to the said provinces," has been found, by reason of the various references to the different public functionaries whose ministry it has been in such cases customary to require, exceedingly dilatory, expensive and onerous, insomuch as to be an obstacle to the commutation of tenure which by the said act it was intended to promote; to remedy all which, and to facilitate the working of the said act, by introducing a summary and less expensive process of commutation than heretofore practised: be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the legislative council and of the legislative assembly of the province of Canada, constituted and assembled by virtue of and under the authority of an act passed in the parliament of the United Kingdom of Great Britain and Ireland, intituled: "An act to reunite the provinces of Upper and Lower Canada, and for the government of Canada," and it is hereby enacted by the authority of the same, that whenever, pursuant to the aforesaid act, passed in the third year of the reign of His late Majesty King George the Fourth, by the Imperial Parliament, intituled: "An act to regulate the trade of the provinces of Lower and Upper Canada, and for other purposes relating to the said provinces," any person holding land, real or immoveable property *à titre de cens et rentes*, within the censive of any fief or seigniority of Her Majesty in this province, or in any of the estates of the late Order of Jesuits, shall be desirous to obtain a release from Her Majesty of all feudal or seigniorial rights arising therefrom, and to commute the tenure of such land, real or immoveable property, from that *en roture* into free and common soccage, and shall apply for this purpose to the officer or agent thereunto as hereinafter mentioned, specially appointed and authorized by the governor or person administering the government of the province for the time being, on the part of the crown, for the fief or seigniority in which such land, real or immoveable property is situate, setting forth in his application by writing the description, according to his titles, of the land, real or immoveable property, the te-

Persons desirous of commuting, may apply to the proper local agent, stating certain particulars, exhibiting titles, &c.

And paying the commutation money, paying or securing, &c.

nure whereof he is desirous of commuting, exhibiting also there- with his titles, and requesting commutation of the tenure of such land, real or immoveable property, and shall have made payment of the sum that shall have been mutually agreed upon by such officer or agent on the part of the crown and the applicant, as the commutation fine, indemnity or consideration in that behalf, to be paid to Her Majesty on the intended commutation, or that shall have been fixed, ascertained and determined in the manner hereinafter provided, and have also duly paid or secured the payment of all arrears of seigniorial rights, dues and duties which he, she or they owed or may owe Her Majesty thereupon, or with which the said land, real or immoveable property in respect whereof such commutation, release and extinguishment may be sought or required, had

Such agent to execute a deed commuting the tenure. officer or agent shall be and he is hereby authorized to execute a release by *acte* duly executed before notaries as nearly as may be in the form prescribed in the schedule of this act (and for which the notary shall be entitled to a fee of twenty shillings and no more from the applicant), in the name of Her Majesty, of the said land or real property, from all feudal or seigniorial rights, dues and incumbrances arising and accruing thereupon to Her Majesty by reason of the tenure thereof *à titre de cens et rentes* or *en roture*, declaring also the tenure of the said

Effect of such deed. land to be in virtue of such for ever thereafter commuted into that of free and common soccage, and which release and *acte* or deed of commutation shall be deemed, held and taken, to be to all intents and purposes, tantamount and equivalent to a grant of such land from Her Majesty, her heirs and successors, as provided by the above recited act of the imperial parliament of the third year of the reign of His late Majesty George the Fourth, and the commutation of tenure of the said land or real property shall thereby be perfect and accomplished, and the land to which such commutation shall relate be for ever thereafter held in free and common soccage, according to the true intent and meaning of the said act.

Governor to appoint proper agents, and make rules for their guidance, &c. II. And be it enacted, that the governor, or person administering the government for the time being, shall have power to nominate and appoint in and for each and every fief and seigniority in this province, appertaining to Her Majesty, a fit and proper person to be agent for the purposes of this act, and to give such directions for his or their guidance in the performances of his or their duties respectively under this act, as by and with the advice of Her Majesty's executive council he shall deem expedient and conducive to the purposes thereof.

Fees to be taken by such agents. III. And be it enacted, that for all the duties which any such officer or agent on the part of the crown shall perform with respect to any such commutation, he shall be entitled to a fee of thirty shillings currency, and no more, from the person or party applying for the commutation, but for whom he shall not in any case of commutation act as agent.

Rates of commu-
tation.

IV. And be it enacted, that the commutation fine, indemnity and consideration to be paid by any *censitaire*, person, body politic or corporate for such commutation, release and extinguishment with regard to his or their land, real or immoveable property situate within any fief or seigniory appertaining to Her Majesty, shall be at and after the rates following; that is to say: that the said *Cens et rentes*, commutation of all *cens et rentes* within all and every the said fiefs and seigniories shall be had and obtained on the payment of such capital or sum of money, as the said *cens et rentes* reckoned at the legal rate of interest shall or may represent; that the said commutation of the *droit de lods et ventes* upon or in respect of any lot, piece or parcel of land in any such fief or seigniory, included in whole or in part in the city of Quebec, the town of Three Rivers or William Henry, having buildings upon it, and being with such buildings of the value of five hundred pounds currency, or upwards, shall be had and obtained for and during the first seven years which shall elapse after the passing of this act, upon payment of not more than one twentieth part of the value of such lot, piece or parcel of land and buildings, and at any time at and after the expiration of seven years subsequent to the passing of this act, and before the expiration of fourteen years from the said time, upon payment of not more than one eighteenth part of the value of such lot, piece or parcel of land and buildings, and at any time after the expiration of fourteen years from the said time upon payment of not more than one sixteenth part of the value of such lot, piece or parcel of land and buildings; and that the said commutation of the said *droit de lods et ventes* upon or in respect of any lot, piece or parcel of land in any such fief or seigniory whereupon there may be buildings of which the value shall be less than five hundred pounds and more than one hundred pounds currency, shall be had and obtained during the first period above mentioned of seven years after the passing of this act, upon payment of not more than one sixth part of the value of such lot, piece or parcel of land and buildings, and at any time after the expiration of the said seven years subsequent to the passing of this act, and before the expiration of fourteen years from the said time, upon payment of not more than one fourteenth part of the value of such lot, piece or parcel of land and buildings; and at any time after the expiration of the fourteen years from the said time, upon payment of not more than one twelfth part of the value of such lot, piece or parcel of land and buildings; that the said commutation of the said *droit de lods et ventes* upon, for or in respect of any lot, piece or parcel of land situate in other places, in any of Her Majesty's fiefs or seigniories, and without the limits of the said city of Quebec, town of Three Rivers or borough of William Henry, or for or in respect of any lot, piece or parcel of land within the said city of Quebec, town of Three Rivers or borough of William Henry, upon which there shall be no buildings of the value of one hundred pounds, shall be had and obtained for and during the said first period of seven years after the passing of this act, upon payment of not more than one twelfth part of the value thereof; and at any time after the expiration of this period of seven years subsequently to the passing hereof, and before the expiration of fourteen years from the said time, upon payment of not more than one tenth part of the said value; and at any time after the expiration of fourteen years from the said time, on the payment of not more than one eighth part of the value of such lot, piece or parcel of land or buildings.

If the agent and the proprietor cannot agree, the value of the property to be fixed by arbitration.

V. And be it enacted, that in all cases where the said officer or agent on the part of the crown and any of the *censitaires* of Her Majesty, or other person or persons, body corporate or politic so requiring a commutation, release and extinguishment in manner aforesaid,

of and from all *droits de lods et ventes, cens et rentes*, and all other feudal or seigniorial burthens to which any land or immoveable property, he or they respectively may hold in any fief or seigniori appertaining to Her Majesty may be subject, shall not by voluntary agreement settle and determine the value of any such lots, pieces or parcels of land and property with reference to which the said price, consideration money and indemnity according to the rates hereinbefore established shall be reckoned, such value thereof shall be fixed, ascertained and determined by the award of arbitrators Mode of appointing in manner following, that is to say: the said agent shall, on behalf arbitrators

of Her Majesty, nominate an arbitrator, being an indifferent and disinterested person, and the said *censitaire*, person or persons, or body corporate or politic, respectively, shall and may on his or their behalf also nominate and appoint one other arbitrator being also an indifferent and disinterested person, and the court of Queen's Bench for the district, in term, or any two judges thereof in vacation, upon a petition or summary application to it or them made in that behalf, shall and may nominate one other arbitrator, being also an indifferent and disinterested person, which Proceedings of arbitration said three arbitrators, after having been previously sworn before arbitrators:

any one of the justices of the said court of Queen's Bench (who is hereby authorized to administer such oath) well, truly and honestly to execute the trust and duty of arbitrators as aforesaid, and after notice to the parties respectively of the time and place of their meeting, shall proceed to fix, ascertain and determine the value of the lots, pieces or parcels of land and property in respect whereof such commutation, release and extinguishment shall be required: Provided always, that the costs and Costs of arbitration expenses of such arbitration, which shall not in any case exceed limited and by ten pounds currency, shall be borne by the parties in equal shares, and that the arbitrament and award of the said arbitrators to be named and appointed as aforesaid, or any two of them, in and respecting the premises, shall be final, and the same shall be duly returned into, filed and en-rolled in the said court of Queen's Bench for the district, and shall Award of two arbitrators to be valid.

by such court be duly confirmed, and for the filing thereof the prothonotary shall be Filing of award. entitled to a fee of two shillings and six pence, and for enrolling the same in a register to be kept for the purpose, at the rate of six pence per hundred words.

All seigniorial rights to be extinguished after payment of commutation or declaration of option that the same form the capital of a *rente constituée*, and the execution of the deed of release.

VI. And be it enacted, that from and after the voluntary settlement or adjustment as aforesaid, touching the said commutation fine, price, consideration money and indemnity, and payment thereof (or tender of the same) to the proper officer, reckoned according to such award in that behalf, or from and after a declaration signified to the agent of such seigniori, by the said *censitaire*, person or persons, body politic or corporate, of his, her or their option, that such commutation fine, price, consideration money and indemnity, mutually agreed

upon, as aforesaid, or reckoned according to such award, shall be and remain upon and charge and affect such lot, piece or parcel of land and property at and for a redeemable quit rent (*à rente constituée et rachetable*) in manner aforesaid, and execution conformably thereto of the release by *acte* before notary as hereinabove provided, all and every the *droits de cens et rentes, lods et ventes, droit de banalité de moulin, droit de retrait, exhibition de titres*, and all other feudal or seigniorial rights whatever of Her Majesty upon, for or in respect of the lot, piece or parcel of land or property, as to, and concerning which such commutation, release and extinguishment may be sought and required, shall accordingly be and be held to be taken and considered for ever commuted, released and extinguished; and such lot, piece or parcel of land shall be holden and be deemed and considered as holden thenceforth, for ever, by the tenure of free and common soccage according to the above recited act of the Imperial Parliament, and shall never again be granted, surrendered or holden by any *seigniorial* or feudal tenure Proviso; saving of whatsoever: Provided always, that nothing hereinbefore contained shall extend or be construed to extend to discharge the lots, pieces or parcels of land, the tenure whereof may be so converted into that of free and common soccage, from the rights, hypothecs, privileges, reservations demands of Her Majesty, charged in and upon the same for the security and recovery of the commutation fine, price, consideration money and indemnity, which, by reason of the adjustment with the *censitaire*, or person or corporation who required such commutation, release and extinguishment, may remain as a charge and incumbrance on such land or property at a redeemable quit rent as aforesaid, (for the security and recovery of which commutation fine, price, consideration money and indemnity, Her Majesty shall have the same legal recourse, privilege and priority of hypothec as Her Majesty would have had for any right extinguished by such commutation, or for the security and recovery of any arrears of seigniorial dues accrued before such commutation, release and extinguishment may have been required) or in any wise to destroy, alter or affect the remedies and recourse at law which Her Majesty, her heirs and successors might lawfully have had or have taken for the recovery of the same if such commutation, release and extinguishment had not been made and obtained, but that all and every the lawful rights, hypothecs, privileges, actions, demands, recourse and remedies in that behalf of Her Majesty, her heirs and successors, be and the same are hereby saved and maintained.

Rate of *lods et ventes* past and future limited.

In Quebec.

erected, the value shall be or exceed the sum of five hundred pounds, be demanded or exacted more than one twentieth of the price and consideration for each sale or conveyance of any such lands and tenements; nor for each and every mutation in the ownership of any lands or tenements in any censive of the crown out of the limits of the said city, shall there be exacted or demanded

Out of Quebec.

VII. And be it enacted, That there shall not, for arrears of *lods et ventes* accrued and due to Her Majesty at the time of the passing hereof, or hereafter to become due according to law for each mutation in the ownership of any lands and tenements situate within the city of Quebec, and of which, with the buildings thereon

more than one sixteenth part of the price and consideration of the sale and conveyance of such last mentioned lands and tenements; nor for each and every mutation in ownership in any lands or tenements situate within the limits of the said city of Quebec, of which with the buildings thereon erected the value shall be less than five hundred pounds currency, shall there be exacted or demanded more than one sixteenth part of the price and consideration for each sale or conveyance thereof; and further,

Time allowed for the payment of *lods et ventes* in Quebec, exceeding £40.

that all and every such arrears of *lods et ventes* accrued and due within the said city to Her Majesty at the time of the passing of this act, according to the respective rates aforesaid, shall not be demandable from any person or persons owing the same personally, or hypothecarily, nor shall any such person or persons indebted as aforesaid to a greater amount than forty pounds currency be compellable to pay the same, except within seven years from the day when this act shall come into effect, in seven equal and annual instalments: Provided always, that in default of any person or persons to pay any instalment or instalments after the same shall become due, the whole of such arrears of *lods et ventes*, according to the rates aforesaid, or the remaining unpaid instalments thereof, shall become and be immediately payable to, and demandable on the part of Her Majesty by the proper officer, from the person or persons who shall owe the same.

Proviso as to default in payment of instalments.

become due, the whole of such arrears of *lods et ventes*, according to the rates aforesaid, or the remaining unpaid instalments thereof, shall become and be immediately payable to, and demandable on the part of Her Majesty by the proper officer, from the person or persons who shall owe the same.

Commutation monies to form a separate fund: accounts to be laid before the legislature.

VIII. And be it enacted, That all monies arising from commutations pursuant to this act shall go to and constitute a separate fund to be called "The Commutation of Tenures Fund" (those arising from the Jesuits Estates being kept always apart and distinct) and accounted for, and funded in such manner as may be provided; and that an annual report of all such commutations in detail shall annually be laid before both houses of the legislature at each session thereof, and that the first report shall be made at the next ensuing session of the same.

Lands commuted into free and common soccage to be subject to the same provisions of law in certain cases as if held in *franc-aleu roturier*.

IX. And be it enacted, That all lands, real and immoveable property, the tenure of which shall have been so as aforesaid commuted under this act, or any other law in force in this province, into the tenure in free and common soccage, shall be subject to the laws heretofore in force in that part of the province formerly Lower Canada with respect to testamentary dispositions, and to the grant, bargain, sale, alienation, conveyance, disposal of, and descent of lands therein, and to the partitioning thereof among co-heirs when the same are not devised by last will and testament, dower and other rights of married women in such lands, in the same manner and to all intents and purposes as if held *en franc-aleu roturier*; any law heretofore to the contrary in anywise notwithstanding.

Rights of the crown and of other parties not to be affected, unless specially mentioned.

X. And be it enacted, That nothing herein contained shall apply to or affect, or be construed to affect in any manner the rights of Her Majesty, her heirs or successors, or of any person or persons, body corporate or politic, other than such as are specially mentioned in this act, it not being thereby intended to alter or disturb any incumbrance, charge

or liability of any kind other than such as are hereinabove specified, to which the land or real property, the tenure whereof shall have been so as aforesaid commuted, may, previous to and at the time of commutation, have been subject.

SCHEDULE.

Form of the acte or deed of commutation referred to in this act.

Before us, the undersigned notaries public for that part of the province of Canada heretofore Bower Canada, residing at _____ in the said province, came and appeared _____, residing in the _____, the officer duly appointed for the purposes hereinafter mentioned (or the _____, agent for the fief and seigniori of _____, appertaining to Her Majesty (as the case may be), who, on the request to him made by (name, occupation and residence), a party to these presents, and appearing also before us the said notaries, to grant him (or them), in conformity with the act hereinafter mentioned of the Imperial Parliament, and of the act of the legislature of this province, passed in the _____ year of Her Majesty's Reign, and intituled (title of this act), a commutation, release and extinguishment of and from the *droit de lods et ventes, cens et rentes*, and all feudal and seigniorial burthens whatsoever to which he (or they) may be subjected in respect of a lot of land (or the several lots of land) whereof he is (or they are) proprietor and possessor (or proprietors and possessors) situate in the seigniori of _____ and described in the title-deed of him (or them) the said _____ as follows: (Take in a description of the lot or lots.)

The said (lot or lots) appertaining to the said A by whom (it was or they were) acquired from B by deed, &c., and free from arrears of seigniorial dues up to this date (or being charged with the sum of £ _____ for arrears of *cens et rentes* and *lods et ventes*, according to account this day adjusted), by these presents acting for and in the name of Her Majesty, pursuant to the aforesaid act of the legislature of this province, hath, from this day, for ever acquitted, released and discharged the said (lot or lots) of land of and from all *droits de lods et ventes, cens et rentes, droit de banalité de moulin, de retrait*, and all the feudal and seigniorial rights whatsoever, to which the said (lot or lots) may be subject or liable, so that by these presents the tenure of the said (lot or lots) of land is from this day for ever converted into that of free and common soccage, in conformity with the act passed by the parliament of the United Kingdom in the third year of the reign of His late Majesty King George the Fourth, intituled: "An act to regulate the trade of the provinces of Lower and Upper Canada, and for other purposes relating to the said provinces," and shall never again be held and possessed by the said A, (his or their) heirs and assigns under any other tenure whatsoever.

The said commutation, release and discharge were thus made and granted for and in consideration of the sum of (for instance, one hundred and eight pounds, six shillings and eight pence) lawful current money aforesaid, to wit: (eight pounds, six shillings

and eight pence) current money aforesaid, the principal sum representing the sum of ten shillings current money aforesaid, the amount of the *cens et rentes* payable in respect of the said lot or lots by virtue of and under the deed of concession, and the sum of (one hundred pounds) current money aforesaid, being the proportion due to the crown of the sum of (two thousand pounds) current money aforesaid, at which the said lot was (or lots were) estimated by private agreement sanctioned by His Excellency the governor general (or person administering the government of this province for the time being), or according to estimate of C. and D., arbitrators chosen by the parties, as will appear by their report dated _____, filed and of record in the office of the prothonotary of Her Majesty's court of Queen's Bench for the district of _____ which said sum of (one hundred and eight pounds, six shillings and eight pence) was forthwith paid, and the receipt whereof is hereby acknowledged (or is to remain at a quib rent (*rente constituée rachetable à toujours*), redeemable in payments of not less than (twenty-five pounds or fifty pounds) each (or is payable at the end of two, three, four, &c., years), with legal interest to be paid thereon annually.

As to the arrears above mentioned, the said A obliges himself (or oblige themselves) to pay them (describe the terms of payment) with legal interest or without interest (as the case may be).

For the security of the payment of the said arrears and commutation money to Her Majesty, her heirs or successors, reserve is hereby made, without any novation or derogation whatever, of the same legal recourse, privileges and priority of hypothec as Her Majesty, her heirs and successors would have had for any *droit de lods et ventes, et cens et rentes*, or other rights extinguished by the present commutation and represented by the said sum.

Done and passed in the year one thousand eight hundred and _____ on the _____ day of the month of _____

The said _____ having signed with us notaries, these presents being first duly read.

CAP. XLIX.

An act to amend the act passed in the eighth year of Her Majesty's reign, intituled, "*An act the better to facilitate Optional Commutation of the tenure of land en rôtûre, in the seigniories and fiefs in Lower-Canada, into that of franc-alleu rôturier.*"

[30th May, 1849.]

Preamble.

WHEREAS by the law of Lower-Canada, a fine has always been payable to the sovereign, upon the acquisition, by any religious or ecclesiastical community, or other corporate body of any seigniory or fief therein, as an indemnity for the loss of the casual profits of such seigniory or fief, in conse-

quence of the same being thereafter held in mortmain; and whereas it is neither just nor expedient that such religious or ecclesiastical community, or other corporate body, after having paid such fine or indemnity, or after the same having been graciously remitted to them by Her Majesty or any of her royal predecessors or successors, should be liable to pay a further fine or indemnity upon the commutation of the tenure of any land held *en rôtûre* in any such seigniority or fief; and whereas it is expedient to amend

Act 8 Vic. c. 42 cit- ed. an act passed in the eighth year of Her Majesty's reign, intituled, *An act the better to facilitate optional commutation of the tenure of lands en rôtûre, in the seigniorities and fiefs in Lower-Canada, into that of franc-alleu rôturier*, in this particular, and also in so far as the same unnecessarily imposes upon the vassals (*censitaires*) of such religious or ecclesiastical communities or other corporate bodies, holding seigniorities or fiefs in mortmain in Lower-Canada, conditions and restrictions as to the commutation of the tenure of their lands, more onerous than those imposed upon the vassals (*censitaires*) of other seigniorities: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the legislative council and of the legislative assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An act to re-unite the provinces of Upper and Lower-Canada, and for the government of Canada*, and it is hereby enacted by the authority of the same, that so much of the

Certain parts of the said acts relating to seigniorities and fiefs held by religious communities and corporate bodies repealed. said act as requires, or may be construed to require, that any religious or ecclesiastical community, or other corporate body in Lower-Canada, holding in mortmain seigniorities or fiefs therein, should give in to the receiver-general of this province any authentic copy of any notarial agreement executed in virtue of the provisions of the said act, or be liable to pay over into the hands of the said receiver-general, any portion of the indemnity, commutation money, or consideration received or to be received in pursuance of any such agreement, or incur any penalty or forfeiture for neglecting or refusing so to do, and also so much of the said act as enacts that the commutation of any seigniorial rights held in mortmain shall be accompanied by the same formalities as the alienation of any immoveable property of the same party, and provides that such commutation shall be made for an annual rent, and not otherwise, be and the same are hereby repealed.

Further provision as to commutation of seigniorial rights held in mortmain. II. And be it enacted, that the commutation of any seigniorial rights held in mortmain, or by any corporation in Lower-Canada, may be made without having previously obtained authority for so doing, and that no other formality need be observed than such as is required in the transfer of real property from one person to another; and that such commutation may be made for any consideration that may be agreed upon; and that no portion of such consideration shall be payable to Her Majesty, her heirs and successors.

TABLE

OF THE PRINCIPAL MATTERS CONTAINED

IN THIS VOLUME.

| | PAGE. |
|---|-------|
| Act for the establishment of the Company of the Hundred Associates for the trade of Canada, containing the articles granted to the said company by the Cardinal de Richelieu, the 27th April 1627..... | 5 |
| Deliberations of the Company of New-France for the surrender of Canada to His Most Christian Majesty..... | 11 |
| Extract from the deliberations of the Company of New-France.—Surrender and cession of Canada to the King by the Company of New-France..... | 12 |
| Acceptation by the King of the surrender or abandonment by the said Company of New-France..... | 13 |
| Establishment of the West India Company..... | 14 |
| Edict of the King revoking his charter of the West India Company, and reuniting to the domain of the crown the lands, islands, territories and rights of the said company, with permission to all the subjects of His Majesty to trade therein, &c., of the month of December 1672..... | 24 |
| Powers granted to Messieurs de Frontenac and Duchesneau to give concessions.. | 29 |
| Letters patent for the establishment of a trading company under the name of "Compagnie d'Occident," the Western Company..... | 29 |
| Ordinance which limits the reserve of fire-wood which the seigniors have stipulated in their concessions to the inhabitants of the Island of Montreal..... | 40 |
| Judgment of Mr. Raudot in relation to the right of shooting and fishing in the seigniority of Beaupré..... | 41 |

| | PAGE |
|--|------|
| Ordinance authorizing Mr. de Berthier to re-unite the lands of his inhabitants to his domain..... | 42 |
| Ordinance maintaining Mr. Michel Perrot in the property and possession of a land given to him in exchange by Mr. Larose, and ordering Mr. de Bécancourt to grant him a deed of concession of the said land..... | 43 |
| Ordinance obliging the Widow Toupin to take the necessary steps, upon the departure of the vessels, to obtain the ratification of a concession made to her. | 45 |
| Ordinance re-uniting to the domain of the Sieur Tremblay 6 arpents of land out of 12, possessed by the Sr. Louis Gaultier, and ordering the said Louis Gaultier to take a title for the other 6 arpents, at the rate of 20 sols and 1 capon, or instead of the capon, 20 sols for each arpent in front by 40 in depth..... | 46 |
| Ordinance rejecting another ordinance of Mr. Deschambault, and which orders that the deed of concession of the common of La Prairie de la Magdelaine shall be granted according to its tenor and effect..... | 46 |
| Ordinance by which the inhabitants of Bouchard Islands are dispensed from the necessity of giving their <i>corvée</i> labor upon consecutive days, and providing that such labor shall be given at different and at separate periods, as set forth in the said ordinance..... | 49 |
| Ordinance which requires the Sieurs Hertel and de Niverville, seigniors of Chambly, and the inhabitants of the said seigniory, to agree upon <i>experts</i> to ascertain the damages suffered by the latter, by reason of the mill race of the said Sieur Hertel, and the timber which is deposited upon their lands..... | 51 |
| Order confirming the redemption made by Mde de Varenne, of a lot of land purchased by Alexis Bissonnet..... | 53 |
| Ordinance which condemns the Sieur de Rigauville to give titles to the inhabitants to whom he has conceded lands, and to make them place metes and bounds, and ordering him to appoint an agent to receive his rents in the seigniory of Berthier..... | 55 |
| Ordinance which maintains the Sieur Guertin in the possession and enjoyment of a land conceded to him the 20th March 1710, with no further charges than those stated in his deed of concession..... | 56 |
| Ordinance condemning the Sieur de L'Eschaillon to pay to the heirs Deguire dit Larose the sum of 131 livres, being for a like sum paid to the Sieur de St. Ours, his father, for a land sold to Frs. Deguire by the said de St. Ours, the improvements upon the said land to be paid <i>à dire d'experts</i> | 57 |
| Ordinance postponing a decision upon the petition of the Sieur de Vincelotte (by which it is pretended that the oak trees upon his seigniory belong to him, as having been given to the Dame de Chavigny, his mother), until the intentions of His Majesty upon the subject shall have been made known..... | 59 |

- Ordinance permitting the Sieur Hamelin, seignior of a portion of Grondines, to cause the issues and profits of the land of the widow Lahais and of her children, to be sold, the proceeds of such sale being applied to the payment of the rents and arrears of rent due, the balance to be paid over to the said widow as the tutrix of her children. 62
- Judgment by which certain parties called Mayot, Lavigne and Grégoire are condemned by default to reside (*tenir feu et lieu*) upon the seignioriy of Lotbinière, and to pay to the Sieur Chartier, seignior of the same, the *cens et rentes* due, upon pain of re-union of their lands to the domain of the said seignioriy. 62
- Ordinance condemning the inhabitants of the Côte de Lauzon to exhibit to the Sieur Boucher, priest and rector of Lauzon aforesaid, the deeds and titles concerning the lands which they hold, together with the receipts of the *cens et rentes* they have paid to the late Sieur Duplessis, in order to wind up the accounts of the estate, under the penalty of a fine of 20 livres against defaulters. 63
- Ordinance prohibiting the inhabitants of the seignioriy of Neuville from cutting down timber of any description upon the unconceded lands of the said seignioriy, under penalty of a fine of 50 livres against any contravening parties, payable to the fabrique of the said seignioriy. 63
- Ordinance condemning the inhabitants of La Chevrotière to give their *corvée* labor, without it be necessary to furnish them food and tools, when they will be requested so to do, except during the season for sowing and harvest time, and forbidding the seigniors of this colony to insert this clause in relation to *corvée* labour in the deeds of concessions to be hereafter made, on pain of nullity. 64
- Ordinance which condemns the inhabitants of the seignioriy of Demaure to exhibit to the Sieur Aubert, seignior of Demaure aforesaid, the titles and deeds by virtue of which they hold their lands, or their location tickets, in order that he may give them titles, without adding thereto any charges, and which condemns them also to carry their grain to the mill of the said seignioriy. 66
- Ordinance by which the inhabitants of the seignioriy of Lachevrotière are exempted from *corvée* labour in favor of their seignior, by paying him 20 sols a year for each concession of 3 arpents in front by 40 arpents in depth, on St. Martin's Day. 68
- Ordinance which forbids any person from tapping maple trees upon the domain of the seignioriy of Bellechasse and the unconceded lands of the said seignioriy, upon penalty of 10 livres. 69
- Ordinance which condemns the inhabitants of Champlain to carry the grain for the sustenance of their families to the mill of the said seignioriy, and to pay

| | |
|---|----|
| to the seignor toll (<i>droit de mouture</i>) for such grain as they will take elsewhere..... | 70 |
| Ordinance by which Nicolas Bissonnet is admitted to oppose the execution of the ordinance of Mr. Raudot, of the 2nd July 1707, and that provisionally he be bound to pay 1½ bushel of wheat for rent, the seigniorial dues, and 1 day's work upon the common..... | 71 |
| Ordinance which obliges the Sieur Neveu to grant and concede to Geneviève Ayot, wife of Jean Turcot, another lot of land in lieu of that belonging to her, and upon which he has established his domain, and to give her gratuitously the <i>procès-verbal</i> of the said land..... | 72 |
| Ordinance which recalls an ordinance of Mr. Raimbault, and which directs that another of Mr. Raudot, of the 2nd July 1707, shall be executed according to its tenor and effect, and that in consequence the Sieur Bissonnet will be bound to pay to Mr. de Verchères the <i>cens et reutes</i> in conformity with his location ticket of the fourth of July 1685..... | 75 |
| Ordinance which condemns the Sieur Joseph Amiot, seignor of Vincelotte, to cause the boundary lines of the lands which he has promised by location tickets to the inhabitants of his seigniority, to be drawn, and to execute in their favor deeds of concession, without any other charges but those of annual or quit-rents (<i>redevances</i>), and under the condition mentioned in these presents..... | 77 |
| Act or certificate granted to the Sieur Louis Levrard, seignor of St. Pierre, and to Messire Lefebvre, curate of Batiscan, and an ordinance which reunites the land of the said Lefebvre to the domain of the said seigniority, inasmuch as the mill of the said Levrard is erected thereon, and that cultivation of the said land is prejudicial to the said mill..... | 80 |
| Concession of a land of 5 arpents, 4 perches in front by 50 arpents in depth, by Messieurs de Vaudreuil and Begon, to the widow Petit (in compliance of a decree), in the seigniority of St. Ignace, belonging to the Religious Ladies of the Hotel-Dieu of Quebec, by reason of their refusal to give her a grant of the same..... | 82 |
| Ordinance disallowing the pretensions set up by Jacques Hamelin, seignor of Grondines, of preventing François Hamelin from building upon a lot of land near to the banal mill of the said seigniority..... | 85 |
| Ordinance permitting the Sieur Piet dit Trampe to gather in the crop produced by the grain sown upon his land by the seignor of the fief d'Orvilliers, the said Piet dit Trampe paying the cost of the grain sown with the cost of sowing, according to the valuation of arbitrators..... | 87 |
| Ordinance adjudging one Chanlus to pay to the Sieur L'Espinay the arrears of the seigniorial rents of a land abandoned by him 17 years ago, and obliging his | |

- son to reside (*tenir feu et lieu*) upon the said land as soon as he shall have attained his full age, upon pain of re-union to the domain of the seigniority... 88
- Ordinance permitting Michel Laliberté, an inhabitant of Boucharde Islands, and the Sieur Dejordy, seignior of the said islands, respectively to go to proof as to the facts by them alleged touching the oak timber cut by the said Laliberté..... 89
- Ordinance rejecting and dismissing the opposition made by Nicolas Bissonet to the seizure of his moveables; and ordering that the ordinance of the 4th September 1720 shall be executed, and that, within fifteen days, he do pay to the Dame de Vercheres the arrears of *cens et rentes*, and condemning him to a fine of 60 *livres*, if he does not comply with the said ordinance..... 91
- Ordinance condemning Jean Boutin, Pierre Guignard and Guillaume Lemieux, to work within a year, to the clearing of their lands; and allowing a default against Antoine Guillemet and the Widow Guignard, they not having appeared..... 92
- Ordinance obliging Adam and Rivard to settle and continue the clearings upon their lands; condemning the Sieur Levrard, seignior of St. Pierre, to return to Massicot and Carignan the rents which he has received during five years that he has been in possession of their lands, and to concede, to each of them, another land of four arpents by forty, in such part of his unconceded lands as they may select and at the same rate of *cens et rentes*..... 94
- Ordinance compelling the inhabitants of Longueuil who have a right in the common, to contribute one day's work, each year, to clear the addition to the said common, made by the Baron de Longueuil, without any other charges..... 96
- Ordinance prohibiting the Sr. St. Denis, acting for Dame Duchesnay, his mother, and all other seigniors, to exact the rents stipulated in *livres tournois, monnaie de France*, otherwise than after a reduction of a quarter; and condemning those who have received them in full, to return the difference, or carry it to the credit of those concerned..... 97
- Ordinance which sets aside and dismisses the pretensions of the Srs. Marcot and Chastenay to arrogate to themselves the right of fishing in front of their land, reserved by Mr. Robineau, seignior of Portneuf, and which permits the Sieur de Croisille, son in law of the Sieur Robineau, to farm the said right to them, at the rate of four hogsheads (*bariques*) of eels per annum..... 98
- Ordinance which condemns the Sieur Gachet, agent for the seignior de la Durantaye, to cause the lands of the inhabitants of the said seignior to be bounded without delay, and which suspends the payment of the rents until boundaries shall have been placed, &c., &c..... 101
- Ordinance condemning the Sieur Pierre Tremblay to concede to the Sieur Gontier 12 arpents of land in front by 40 arpents in depth, upon the condition that he

- do pay the arrears of rent at the rate of 6 *livres* currency of the country, or 4 *livres* 10 *sols* currency of France, and 6 capons or 4 *livres*, 10 *sols* and 9 *deniers* of *cens* per arpent, each year, and to give him a deed of concession thereof..... 102
- Ordinance compelling the *Sieur* Beaudoin to clear, for the *Widow* Beaudoin, his sister in law, as much land upon the new grant to her made, as there is on the lot cut off from her farm by the seignior of *Répentigny*, and of which the said *Beaudoin* was in possession..... 103
- Ordinance between the *Sieur* Gastin and the *Sieurs* *Peyre* and *Becquet*, respecting the cod fishery in the *River* de la *Magdelaine*, in the *Grande-Vallée-des-Monts-Notre-Dame* and at *L'Anse à l'Etang*, leased to the *Sieur* *Gastin* alone, by *Messieurs* *Sarrazin* and *Lajus*..... 104
- Ordinance maintaining the *Sieur* *Gosselin* in the possession of the domain of *Mon-Louis*, in preference to all others; and prohibiting the *Sieur* de la *Coudraye* to disturb him therein, on pain of a fine of one hundred *livres* applicable to the *Hôtel-Dieu*..... 110
- Ordinance reuniting to the domain of the *Sieur* de *Vareennes* the land of one *Lapalme*, and condemning the said seignior to indemnify the said *Lapalme*, for the work by him done on the said land, to be estimated by experts, and prohibiting the said *Lapalme* to disturb the said *Sieur* de *Vareennes* in the enjoyment of the said land..... 111
- Ordinance prohibiting all seigniors and all inhabitants, carters, carpenters, wheelwrights, coopers, joiners, gunsmiths and other tradesmen, to cut, fell and carry away any wood upon and from the lands and seigniories of others, on pain of a fine of 100 *livres* against the contravening party, and of corporal punishment against those who shall not have it in their power to repair the damages by them occasioned..... 113
- Ordinance which reunites to the domain of the *Sieur* *Levrard* the lands of several inhabitants therein named, in consequence of their not having actually settled and resided thereon; and which permits him to grant the said lands to others; and moreover, condemning the said inhabitants to pay to the said *Sieur* *Levrard*, the costs and expenses, by him incurred in the premises, &c., &c... 115
- Ordinance made between the *Sieur* de *Rigauville* seignior of *Bellechasse* and his tenants, who are condemned to pay their *cens et rentes* conformably to their deeds, instead of paying them with a deduction of one quarter as they pretend, in consequence of the reduction of the *monnaie de cartes*..... 120
- Ordinance by which *Timothé* *Parré*, *Prisque* *Poulin* and *Etienne* *Morel* are condemned, by default, to pay to the *Sieur* de *Rigauville* the arrears of *cens et rentes* they owe, and to a seigniorial fine of five *sols*..... 129

- Ordinance which confirms another ordinance of Mr. Raudot relating to the boundary lines of the seignior of Ste. Anne; which orders that the island called St. Ignace, and all the other islands, in front of the said seignior, shall belong to the Sieur de la Pérade, and which condemns the Sieur Dorvilliers, the proprietor of part of the said seignior, to pay the *cens et rentes*, for the lands he owns in the said Island of St. Ignace, to the said Sieur de la Pérade, and to take a deed of concession, &c., &c..... 130
- Ordinance which maintains as good and valid the seizure of the grain of the curate and inhabitants of Ste. Anne (de la Pérade) in the hands of the miller of St. Pierre (des Becquets), and which forbids them to take their grain to any other mill than that of the seignior of Ste. Anne, on pain of confiscation of the same and of the payment of a fine, and of paying toll, *droit de mouture*, and which condemns them to the costs of seizure, summons and travelling, and to a fine..... 133
- Judgment rendered upon the complaint of the inhabitants of Grondines, ordering that the wind mill of the said parish of Grondines, be examined by men of skill, and which names Messrs. Proteau and Perrault to fulfil that duty..... 137
- Ordinance which reunites to the domain of the seignior of the Sieur Charles Legardeur, called Portneuf, the farm of Robert Germain, by reason of his not residing upon it, in conformity with the decree of the Council of State of the 11th July 1711, and which permits the said seignior to concede it to whom he may please, and which forbids all persons from opposing his being put in possession thereof..... 138
- Ordinance prohibiting the Sieur Hamelin, seignior of St. Charles-des-Roches des Grondines, from disturbing the Sieur Nicolas Rivard, inhabitant of his seignior, in the possession and enjoyment of a farm which he has sold to him, on account of the right of fishing, under pain of all costs, damages and interests..... 140
- Execution against one Brisson, miller of the seignior of St. Pierre, condemning him to a fine of five livres, with costs and expenses, for having refused to obey the ordinance of the 10th July last, enjoining him to return to the Sieur de la Pérade the grain and flour seized in his possession, belonging to the curate and inhabitants of the seignior of St. Anne (Lapérade)..... 142
- Ordinance prohibiting all persons from molesting the Sieur Sarrazin and his associates, as well in respect of the working of a quarry of slate, as in respect of the cod fisheries in his seignior..... 143
- Ordinance which declares that the inhabitants of the seignior of Bellechasse have lost their lands, and that the said lands shall be re-united to the domain of the said seignior, unless they reside on the same within the time prescribed by the said ordinance, and which orders that the said ordinance be read at the door of the church of the said seignior..... 144

- Ordinance by which Louis Durand and Nicolas Huyot dit St. Laurent, and others, inhabitants of the seignior of Tilly, are declared to have forfeited their properties, and the same re-united to the domain of the said seignior, in default of their residing upon the same within the delay prescribed and which orders the reading of the said ordinance at the church door of the said seignior..... 145
- Ordinance obliging the Widow and heirs Gonthier, and other inhabitants, to take titles from the Sieur Tremblay, seignior of Eboulements, subject to the same charges as those mentioned in the ordinance of Monsieur Begon of the 18th of April 1713, and set forth in the said ordinance, under penalty of re-union to the domain of the said seignior..... 147
- Ordinance confirming a former ordinance of Mr. Begon of the 25th July 1723, prohibiting the Sieurs Marcot and Chastenay, inhabitants of the barony of Portneuf, from molesting the Sieur Croisille, seignior and proprietor of the same, in the enjoyment of the right of fishing which he has in front of their lands, under penalty of a fine of five *livres*, with damages, interest and costs..... 148
- Ordinance which, upon the representation of the seigniors of Isle Jesus, adjudges that their tenants shall pay their rents in live capons, or twenty *sols* for each capon, at the option of the said seigniors and not of the said tenants..... 149
- Ordinance confirming the ordinances of Messrs. Raudot, the elder and the younger, of the 26th June 1707 and 11th June 1709, homologating the report of Mr. Raimbault, and enjoining Jean Lamoureux and others, inhabitants of the seignior of Boucherville, to fence in the common, under penalty of a fine of ten *livres* against contravening parties..... 150
- Ordinance requiring all the inhabitants of the seigniories of Boucherville and of Montarville, to exhibit, within three months from the date of the last publication, to the Sieur Boucher, their seignior, the location tickets and deeds of concession of the lands in their possession in the said seigniories, and those who have none to take them within the same period..... 151
- Ordinance condemning Etienne Dumay, Jean Lesueur and Baptiste Poirier to pay to Nicolas Boucher, priest, and Demoiselle Louise Boucher, his sister, the *cens et rentes* of the lands conceded to them by way of constituts, together with the arrears thereof up to this day..... 152
- Ordinance enjoining the inhabitants of the seignior of Belcail and barony of Longueuil, to exhibit, within three months from the last publication of the ordinance, to Charles Lemoine, baron of Longueuil, their seignior, the location tickets and deeds of concession of the lands they hold in the said seignior and barony, and those who have none to take them within the same delay..... 152

- Ordinance prohibiting the inhabitants of the seigniories of the Dame de Thiersan, from cutting wood or tapping the maple tree upon the said seigniories, without her leave, under a penalty of twenty *livres* against the offenders to be paid to the fabrique of the parish of Masca..... 153
- Ordinance allowing the Sieur Jean Louis de Lacorne to have the land of the heirs of the late Antoine Emery Caudère sold to the highest and last bidder, inasmuch as they do not put it under cultivation..... 154
- Ordinance which, upon the complaint of the Dame de Ramezay, prohibits the inhabitants of Saurel from sending their grain to be ground elsewhere than at her mill, until they shall have waited forty-eight hours at her said mill, under penalty of a fine of 10 *livres* to be paid to the fabrique..... 155
- Ordinance allowing the Sieur Louis Lepage, of Ste. Claire, seignior of Terrebonne (representing the Sieur Daulier Deslandes), to continue his settlements to the depth of two leagues beyond the depth of his said seignior, to take out timber and make such roads as may become necessary for the taking out of the same, with prohibition to all persons to trouble him..... 155
- Ordinance which, upon the representation of the Sieur J. Bte. Boucher, seignior of Chambly, enjoins 39 inhabitants of the said seignior to reside (*tenir feu et lieu*) upon the lands conceded to them in the said seignior, and to cultivate them within 8 months, after which time they will be re-united to the domain of the said seignior..... 157
- Ordinance condemning, by default, Godin, Lefèvre, François and Jean Le Rocher and Vesines, inhabitants of Neuville, to carry their grain to be ground to the mills of the said seignior, and to pay the toll of the grain they may have had ground elsewhere within the last 2 years, according to estimation, and prohibiting them from thenceforth carrying their grain to be ground elsewhere, under penalty of a fine of 10 *livres* and of paying toll (*droit de mouture*) upon such grain..... 158
- Ordinance allowing the inhabitants of St. Michel de la Durantaye to build a mill to grind their grain, in default of the Sieur Dauteuil, agent of the said place, immediately making the necessary repairs to the old mill..... 159
- Ordinance condemning the inhabitants of Port-Joly to pay the arrears of *cens et rentes* since 1725, and a capon in kind or in money, according to the choice of the Sieur De Gaspé, seignior of the said Port-Joly, for each acre, according to their location tickets or deeds of concession, and ordaining that all the inhabitants who have no deeds, shall be bound to obtain such deeds, and furnish copies to the seignior..... 160
- Ordinance which reunites to the domain of the Sieur de Rigauville, seignior of Bellechasse, the lands of several inhabitants, for having neglected to reside

- upon the lands conceded to them, within the time prescribed by the ordinance which had granted them a delay of 9 months to do so..... 162
- Ordinance prohibiting all persons from shooting upon the islands called "Isles-aux-Oies, aux Grues, au Canot, Ste. Marguerite and Grosse-Isle," on pain of a fine of 10 livres, and of confiscation of their arms and canoes to the profit of the Sieur de Tonville, seignior of the said islands..... 163
- Ordinance prohibiting any person from shooting and fishing upon the property of the Sieur de Senneville in the island called St. Paul, under a penalty of 10 livres payable to the General Hospital of Montreal, and on pain of confiscation of their arms and fishing tackle to the profit of the said Sieur de Senneville.. 164
- Judgment granting a certain right of fishing to the widow Vachon, provided it be not prejudicial to the seignior, and condemning her to pay two thirds of the expenses, and Noël Giroux to pay the other third..... 164
- Permission granted to the Sieurs Le Page and De-Bleury, to cause to be cut down upon several seigniories 2000 cubic feet of oak timber, to build a ship of 500 tons for the King's service..... 165
- Ordinance which maintains the Sieur de St. François in the enjoyment of the right granted to him, and his predecessors, by deeds dated the 20th April 1662, and 28th October 1678, and which prohibits any person from fishing within the limits of his lands, islands and beaches, the islands called "Iles Percées," and those in the chanel called "Chenal du Moine," &c., on pain of 10 livres fine against the contravening parties, and of confiscation of their nets, canoes and other fishing implements..... 166
- Ordinance which establishes the limits of the right of fishing of the Sieur Crevier, seignior of St. François, and which gives permission to his inhabitants to agree with him for an annual rent for the privilege of fishing within the said limits..... 171
- Ordinance enjoining the Sieur Savarit to place a regular miller in his mill, to keep scales and stamped weights therein, and allowing the inhabitants to carry their grain to be ground elsewhere, after leaving it at the said mill for twice twenty-four hours, &c..... 172
- Ordinance condemning the inhabitants of Portneuf to furnish to the Sieur Charles Le Gardeur de Croisille, copies of their deeds of concession within a month, and those who have none, to take them within the same delay, and also furnish copies, under the terms therein contained, and condemning them also to pay the arrears of *cens et rentes*, according to the old deeds, the *corvées* being only demandable for the current year..... 174
- Ordinance prohibiting the Sieur Joseph Roy from receiving the inhabitants of the seignior of Beaumont at the mill built by him in the seignior of the Dame

- de Vincennes, unless they have permission in writing from the Sieur de Beaumont, under a penalty of 10 livres, and enjoining the said Sieur de Beaumont to put his mill in a condition to make good flour, and have scales in it. 175
- Ordinance prohibiting all the inhabitants from cutting down and carrying away any wood for their own use, upon the unconceded lands of the seignior of Beaumont and Vincennes, other than the quantity necessary for the building of the church of St. Etienne de Beaumont..... 177
- Ordinance granting to the Dame widow Poisson, proprietress of the fief of Gentilly, a delay of 2 years to build a banal mill in the said fief..... 178
- Ordinance prohibiting the inhabitants living near the farm of Michel Billy, at Gentilly, and other persons, from fishing in front of the said farm, upon penalty, against the offenders, of all costs, damages and interests, and of a greater penalty, if it be found necessary..... 179
- Ordinance declaring the offers made by Pierre Lanouette to Mr. de la Pérade, seignior of Ste. Anne, good and valid, and in default of the said seignior accepting the *lods et ventes*, arrears of *cens et rentes* offered, the said Lanouette well and duly discharged therefrom, and the present ordinance to be a *titre-nouvel* and seizin to him..... 179
- Ordinance condemning the inhabitants of the seignior of Ste. Anne to pay to the Sieur Dauteuil the *cens et rentes* and *lods et ventes* they owe him within one month from the signification of these presents, and condemning those interested in the porpoise fisheries established in the said seignior, to give him the tenth part of the oil produced from the said fisheries, under penalty, &c.. 181
- Ordinance dismissing the petition of the Sieur François Antoine Pecaudy de Contreœur, seignior of part of the seignior d'Eschaillons, and maintaining the Sieur François Courtois in the possession and enjoyment of the land conceded to him, under the terms, *cens et rentes* and stipulated in his deed of the 7th January 1724..... 182
- Ordinance dismissing the conclusions of the petition of the Sieur François Gosselin, and maintaining the Sieur Pierre Neau dit Bernard in the possession and enjoyment of a fishery he had reserved to himself in the deed of sale of his land in favor of the said Gosselin..... 185
- Ordinance granting to the Sieur Jean Des Roches, an inhabitant of Demaure, a delay of 8 days to produce the title of his land, and in default of his doing so within the said delay, condemning him to pay one year of arrears due by him, at the rate of 1 sol for each arpent in superficies, and 1 capon for each arpent in front by 30 in depth, &c..... 187
- Ordinance homologating the report of the Sieur Boiscler, grand-voyer, and ordering Pierre, Jean and André Robitaille, and other inhabitants, to take from

- Miss Peuvret, their deeds of concession of the lands granted to them in the seignior of Gaudarville, subject to the *cens et rentes* ordered by His Majesty, to wit: 1 sol of *cens* for each arpent in front, and 1 sol of *rente* for each arpent in superficies, and 1 capon or 20 sols, according to the choice of the said Miss Peuvret, for each arpent in front..... 188
- Ordinance prohibiting all persons from hunting, or cutting and carrying away wood and hay from l'Isle-aux-Oies, belonging to the Religious Ladies of the Hotel-Dieu of Quebec, under pain of a fine of 10 livres, and of a heavier penalty for the second offence..... 190
- Ordinance enjoining the Sieur Charles Couillard, seignior of Beaumont, upon a report of experts, immediately to place in the mill of the said seignior a miller skilful in his trade, and until that time, allowing the inhabitants to take their grain to be ground where they please..... 191
- Decree touching the contestations between the proprietors of the Mingan Islands and the inhabitants on the mainland, opposite the said islands..... 192
- Ordinance prohibiting the proprietors of the seigniories of the Lac des Deux-Montagnes, l'Isle Bizard, and others in the neighbourhood, from cutting down the oak timber fit for the building of the King's ships, upon the said seigniories, under pain of a fine of 10 livres for each oak tree they may have cut.. 194
- Ordinance for the preservation of red pine trees (fit for the mast of His Majesty's vessels), growing in the neighborhood of Lake Champlain and on the banks of the river Richeliéu, in the seignior of Sorel, and prohibiting the cutting of any such trees, under a penalty of 50 livres for each tree so cut, and of double that sum in the case of a second offence..... 195
- Ordinance which, upon the petition of the missionaries and tenants of the seignior of Contrecoeur, grants act to the Sieur de Contrecoeur, the younger, co-seignior, of his offer, and permits him to erect a grist-mill in the said seignior, the right of *banalité*, in all the said seignior, having been transferred to him by all the other co-seigniors..... 196
- Ordinance forbidding the inhabitants of Beauport to pass on the domain of the Sieur Duchesnay, under a penalty of 3 livres, and ordering them to pass through the old road, without, however, cutting or carrying away any wood upon the lands on either side, on pain of the penalty established by law... 199
- Ordinance condemning all the inhabitants of the seignior of Argentenay to have their grain ground at the mill of the said seignior, under a penalty of 10 livres against the contravening parties, the said penalty payable to the fabrique of St. François, and also condemning several inhabitants, therein named, to pay to the Sieur Jolin, miller, toll (*mouture*) for the space of time during which they have abstained from having their wheat ground at the said mill, the said toll to be paid either in wheat or in money, at their option... 200

- Order given to Noël Langlois dit Traversy and Pierre Abraham dit Desmarets, to go to the head of the River St. François, for the purpose of examining the timber fit for the building of vessels and masts; and to make a written report thereon..... 202
- Second regulation between the proprietors of the Mingan Islands and the grantees on the mainland, opposite the said islands..... 203
- Ordinance annulling another ordinance in the form of a regulation, of the month of September 1739, and which puts an end to the difficulties and contestations which have arisen between Dame Widow Pommereau, one of the heirs Joliette and Lalande, proprietors of the Mingan Islands..... 204
- Judgment rendered between the Sieurs Gourdeaux, proprietors of the fiefs Beau-lieu and Lagrossardière, in the Island of Orleans, and the Sieur Noël, an inhabitant, proprietor of several lands in the said fief; and condemning the latter to pay to the said Gourdeaux, twenty-one years of arrears of *cens et rentes*, with a deduction of one fourth, as therein specified, and to renew his deed and acknowledgment, *passer titre nouvel et reconnaissance*, in favor of the said Gourdeaux..... 206
- Ordinance condemning the Sieur Etienne Charest to build a grist mill upon the River Etchemin, at the village Ste. Geneviève, in the seigniorship of Lauzon, and obliging the Sieur Charly to contribute to the cost of it according to the share belonging to his minor children, co-heirs of the said seigniorship..... 219
- Ordinance which maintains Augustin Roy dit Lauziers, an inhabitant of Ste. Anne de la Pocatière, in the possession and enjoyment of his porpoise fishery, under the charges, clauses and conditions contained in the deed of agreement between him and the Sieur Dauteuil, seignior of a part of the said seigniorship, and which prohibits one Antoine Gagnon and others, from disturbing him in the possession of the said fishery, &c..... 221
- Ordinance compelling the Sieur Courthiau, acting for Dlle Lestage, proprietress of the seigniorship of Berthier, to grant a title to the fabrique of the parish of Berthier, of a lot of land given by Madame de Villemur, according to a location ticket of the 3rd November 1740, without any charge, save and except in the event of the said lot passing into the hands of third parties, in which case such third parties shall be held to pay to the seignior one *sol* of rent by each arpent in superficies, three capons for the whole of the grant, and two *sols* of *cens*..... 223
- Ordinance permitting the inhabitants of Cap St. Ignace to pay the rents which they owe to the Sieur de Vincelotte, in the current coin of the country, with a reduction of one quarter, and which orders that they shall furnish fat live capons, or the sum of 22 *sols* 6 *deniers* in money for each, as they may choose..... 226

- Ordinance commanding the inhabitants of the Côte Beupré to exhibit to their seigniors the titles of ownership to the lands held by them, and ordering each of the said inhabitants to furnish to their said seigniors a copy in due form of each of the said titles, under a penalty of ten *livres* against those who may refuse, &c. &c..... 228
- Ordinance dismissing the demand of the Sieurs Dupéré et Le Bel, against one François Lévêque of Kamouraska, by which they pretend that the fishery of the said Lévêque extends too far out, that it might cause disastrous accidents to small vessels and boats, and that it is prejudicial to his neighbours..... 229
- Ordinance enjoining the inhabitants of the county of St. Laurent to exhibit to Messire Gaillard, priest and seignior of the Island and county of Orleans, their title-deeds to the lands held by them in the said seignory, and ordering them to give their said seignior a copy of the same at their own cost, under penalty of a fine of ten *livres* against those who may refuse..... 231
- Ordinance prohibiting the inhabitants of St. Augustin to fish anywhere else but in front of their lands, and not to meet together in the meadows of the domain of the poor, along the River Cap-Rouge, nor to make fires there and break the fences, on pain of 50 *livres* fine, payable to the fabrique of St. Augustin..... 232
- Ordinance which, at the request of the inhabitants of Beupré, liberates them from the obligation of procuring to their seigniors copies of their titles of property, or an abstract thereof, &c..... 233
- Ordinance which maintains Séraphim Desrochers in the possession and enjoyment of two lands in the seignory of Sorél, of three arpents in front by twenty arpents in depth, charged with a rent of 4 *livres* and 10 *sols* each, granted to him by location tickets, in opposition to the pretensions of Mr. de la Colonnerie, the agent of the said seignory, who wanted to have them reunited to the domain of the heirs Ramezay, proprietors of the said seignory, &c..... 234
- Ordinance prohibiting the heirs Gaillard, the Sieur Jehanne and others, pretending to be proprietors of the fiefs Miramichi, Nipissiguit and Ristigouche, in the Baie des Chaleurs, from exacting dues and seigniorial *cens et rentes* from fishermen and others, inhabitants of the said places, on pain of being considered guilty of extortion and under a penalty of 500 *livres*, payable to the Hospitals of Quebec..... 236
- Ordinance maintaining the Sieur Jean-Baptiste Dumont in the possession and enjoyment of a land he has acquired from Louis Lozières, the proprietor thereof, by virtue of a location ticket from the Sieur Dautenil, seignior of the fief La Pocatière, upon the condition of his taking an authentic deed of concession at his own expense, paying the arrears of *cens et rentes*, &c..... 237

- Ordinance which permits the Sieur Labrouche, of Gaspé, to take possession of the beach which is situate at the extremity of Pointe Verte, and to enjoy the same himself, and not otherwise..... 238
- Prohibition adressed to Jean Barré, of Pointe Verte, and others, forbidding them to exact any seigniorial rights and dues from the inhabitants of Pasbébiak, and the ships coming from France..... 239
- Ordinance resiliating the concession of the building lot of Amable Beaudry, in the parish of St. Charles de Chambly, granted to him by the Sieur Joseph Marchand, seignior of the said place, and condemning the said Sieur Marchand to 200 livres damages in favor of the said Amable Beaudry, with interest and costs..... 239
- Ordinance declaring a wind-mill built in the seigniority of Contrecoeur, by the Sieur Claude Pecaudy de Contrecoeur, to be a banal mill, in virtue of the ordinance of the 13th February 1742, and prohibiting the Sieur Martel, proprietor of the fief St. Antoine in the said seigniority, to receive at his mill any wheat belonging to the inhabitants, either of the said seigniority or of the said fief, and even to grind that coming from his own domain for the subsistence of his family and servants..... 241
- Ordinance fixing the *cens et rentes*, in the town and suburbs of Quebec, at 5 sols; 6 deniers a year, for each lot of ground; and 1 denier of *cens* for each arpent in superficies, within the *banlieue*..... 245
- Letters patent cancelling all the grants made by the Sieur de la Mothe Cadillac, at the straits of Lake Erié, and allowing the governor and lieutenant-general to give new grants to those who have enjoyed in good faith, and have conformed to the conditions to which they were obliged..... 246
- Letter of His Majesty Louis, King of France, of the 16th of April 1719, addressed to the Superior Council at Quebec, in relation to the *banalité* of the mill of the seigniority of Vincelotte (Cap St. Ignace.)..... 247
- Deliberation of the Superior Council by which it appears that the mills, whether they be water-mills or wind-mills, which seigniors have built, shall be considered as seigniorial or banal mills..... 248
- Declaration of the King, of the 25th March 1730, explanatory of a former declaration of the 5th July 1717, in relation to the *cens et rentes*, and other debts and dues..... 249
- Decree of the King's Council of the 4th June 1686, ordering all the seigniors, proprietors of Fiefs in New France, to erect banal mills in their fiefs, and in default of their so doing, permitting all individuals to build any such mills, and granting them the right of *banalité*..... 251

| | PAGE |
|---|------|
| Decree of the King's Council, requiring seigniors to make their tenants reside upon their seignories, and prohibiting them from selling wood lands, (<i>terres en bois debout</i>) of the 45th March 1732, Cons. Sup. Reg. G, folio 20..... | 252 |
| Declaration of the King concerning concessions in the Colonies..... | 253 |
| Opinion of three eminent lawyers in the Parliament of Paris, as to the legality of certain clauses and conditions contained in seigniorial titles, duly registered at Quebec, the 28th August 1782..... | 256 |
| Erection of the land and seignory of Longueuil into a barony..... | 262 |
| Ratification of a concession in favor of the Sieur de Longueuil.—Registered in the office of the registrar the 31st March 1766, at 6 o'clock P. M..... | 265 |
| Ratification in favor of Mde. de Soulange of a grant made to the late Sieur Pierre Jacques Marie Joibert de Soulange, her husband, on the 12th October 1702, of an extent of land situate at the Cascades..... | 266 |
| Decree which confirms the concessions made by Monsieur the governor and Monseigneur the intendant, to several persons, therein named, from the 12th Oct. 1676 to the 5th September 1679..... | 267 |
| Decree of the Council of State confirming the concessions made by the governor and intendant to several persons therein named, from the 4th January 1682 to the 17th September 1683, inclusive..... | 269 |
| Decree creating a royal court at Montreal..... | 270 |
| Decree of the King directing that the lands which have been conceded, be brought into cultivation and occupied by the inhabitants—1711..... | 272 |
| Decree of the King which declares against the settlers a forfeiture of the right of property in the lands which have been conceded to them, if they do not bring them into a state of cultivation by residing thereon (<i>en y tenant feu et lieu</i>) within a year and a day from the publication of the said decree, of the 6th July 1711..... | 273 |
| Letters patent in the form of an edict concerning the jurisdiction of the Island of Montreal and the Côte St. Sulpice, of the month of July 1714..... | 274 |
| Ordinance re-uniting the lands of the individuals therein named, to the domain of the Sieur Boucher de Niverville, in virtue of the ordinance of the 24th July 1730, which binds them to reside (<i>tenir feu et lieu</i>) upon the said lands, and in order to prevent frauds, forbids them, as well as others, to sell, assign or exchange their lands.—Dated the 27th July 1732..... | 279 |
| Ordinance prohibiting the inhabitants of Grande-Anse from laying fisheries to catch herring and salmon in front of the fief St. Denis, inasmuch as the pro- | |

| | |
|---|-----|
| prietors are about establishing a fishery to catch porpoise, on pain of all damages against the contravening parties..... | 280 |
| Ordinance which condemns Dame widow Pommereau to pay to the Sr. de Lafontaine, in his qualities, the sum of 1808 livres, 13 sols and 9 deniers for half of the rents due by her for the Islands of Mingan, which she occupies, provided the Sieurs Lalande and Jolliet give her a concession of the isles, islets and beaches (<i>battures</i>) in front of her concession on the mainland..... | 281 |
| Clauses and conditions in the grants of lands, rights and reservations, contained in the concessions, in favor of the King; and charges in the grants of such concessions..... | 286 |
| Form of a grant or concession from a seignior to an inhabitant..... | 287 |
| Explanation of the means employed by the seigniors of Canada, in the time of the French Government, to re-unite to their domains the farms of such of their tenants as neglected to cultivate them, according to the conditions contained in their deeds of concession..... | 288 |
| Grant to Charles, Marquis of Beauharnois, and to Claude de Beauharnois de Beaumont, of 6 leagues in front by 6 leagues in depth, of the place called "Villechauve" (Beauharnois), adjoining the seignory of Chateaugu ..... | 289 |
| Act to regulate the trade of the provinces of Lower and Upper Canada, and for other purposes relating to the said provinces..... | 290 |
| An act to provide for the extinction of feudal and seigniorial rights and burthens, on lands held <i>  titre de fief</i> and <i>  titre de cens</i> , in the province of Lower Canada, and for the gradual conversion of these tenures into the tenure of free and common soccage; and for other purposes relating to the said province.. | 291 |
| Proclamation.—Dalhousie, governor..... | 300 |
| An act the better to facilitate optional commutation of the tenure of lands <i>en roture</i> , in the seigniories and fiefs in Lower Canada, into that of <i>franc-aleu roturier</i> ... | 302 |
| An act to facilitate commutation of the tenure of lands <i>en roture</i> , in the Queen's domain, into that of free and common soccage, and to avoid the unnecessary delays and expense heretofore incident to such commutations..... | 312 |
| Form of the <i>acte</i> or deed of commutation referred to in the aforesaid act..... | 318 |
| An act to amend the act passed in the eighth year of Her Majesty's reign, intituled: "An act the better to facilitate optional commutation of the tenure of land <i>en roture</i> , in the seigniories and fiefs in Lower Canada, into that of <i>franc-aleu roturier</i> | 319 |