

III

Gymnastic Denure book

From 723 to 770

Montreal Sept. 20.

"customary rights and dues"

all of them and needs no com-
ment. The clause about
(droits et redevances accom-
times) being paid to the
grantor began to be very
much shortened and
the words (par parentères)
provision) were left out.
The clause I settled at
last into a very short
form, and was then very
frequently omitted. The
mention as to the preser-
vation of oak trees, is
perhaps, the most inter-
esting of all, and on that
I have to make some
marks. Talons form
was that which made
mention of the manor as
well as of the land which
were to be granted together
; but I showed that as
early as the time of Roche-
mac that form was great-
ly curtailed, and during
the period to which we have
now reached there are but
five or six instances
where the ~~say~~ original
word are to be found.
In these cases I presume
that the person who drew
the deed had Talons form
under his eyes. I can only

No registry was

account for the discrepancies by supposing that each grantee drew up his own ~~man~~ deed and submitted it for signature, for I can not see how there could be such a diversity of style in any ~~preffe~~ or Chancery. It is certain at least that they kept, for the letters of the King's Officers here & the authorities at home show that they knew not that number of grants they had made. They were all under seing privé; and when the Intendants informed the King that they had made grants they usually did more than send an extract instead of a copy. In about half of the first oak tree ~~of~~ clauses the word whatever the tenants were left out, so that ~~they~~ was evidently unimportant. In others the whole phrase, "and shall cause to be preserved by the tenants to whom he shall make grants" was also left out. Sometimes again in the latter part of the period the word usemed was only such

as should be fit for building
His Majesty's ships. In a
few cases the reserve was
made larger by adding
red pine or some other
woods, as for trees proper
for making pitch. The
most common form will
be found on reference to
Nos 343 and 356 (Bourville
and Cormoyer) — "Reserve
"and cause to be preserved
"the oak trees proper for the
"construction of His Majesty's
"ships" — "Reserve and
"cause to be preserved by his
tenants the oak trees &c."

That was what it settled to;
but men owing the latter
period, as there was no
regularity in the wording.
This in No 328 (St Jean)
which was commented on
by Mr. D'oranger, there hap-
pens to be a larger clear
form of the clause than usu-
al, which arises from the
fact that the conception is
made in main-mante, so
that they went out of the
usual ~~to~~ style to provide
for the particular circumstance.
Here it ran thus. — "Reserve
"and cause to be preserved
"by those to whom they may

made w/17

"grant concessions in their
concessions he oak has proper
"for the construction of the
vessels of his property." The
word concessions here is in the
plural; so that we must
suppose that they ~~are~~ were
thought likely to have more
than one manor, with the
towns &c. The next title to
which I draw attention is
in 1711 No 364 (Promises) and
here we have the essential
obligation expressed in the
most concise form. The
grantees are obliged to
"preserve and cause to be
"preserved the oak trees." In
fact that they ~~were~~ are to
keep the wood by all means.

I take up next the
same clause, and must
here make a remark very
important as for the correct
interpretation of these grants,
though I have no idea that
no circumstance to which
I am about to call attention
occurred from any intention
to help us in ^{our} interpretations.
In Blois from the clause
is not a double one. It
is only "He (the grantee) shall

"preserve the oak trees which
"shall be found in said

give notice immediately to the
King, or the Royal Company of the
Rivers, rivers and minerals, if
any shall be found"

"Leignoyx" had a word
about making the comi
tives do so. It was suppo
sed that the Seignior resi
ding on his property could
always attend to this duty
himself of informing the
Crown of mineral resou
rces in order that it might
otherwise look after its rights.
But in 1688 they ^{and you too} began to
make this clause analogous
to the one about the oak
trees, and not only bound
the Seignior as to what he
was to do himself; but also
obliged him also to bind
his constables to do the
same thing. No 192^x is the
first in which I find in which
I find this peculiarity, the
two :- to give notice to His
"Majesty or to the Governor of
the Country of the mines,
"ores and minerals, of any
"ore found; and to insert
"the like condition in the
concession that he ^{will} be
allowed to make on the said
"land". There are fifteen or
sixteen titles with the same
which they will be allowed to make
idea, though not always
with the same form of and
similar expressions ~~was~~
are to be found extending

over a period of seven years.
You will think it was by
pure accident that this
occurred; for it was the
settler policy of the govern-
ment to bring all the inhab-
itants of the country into
towns and villages; and
I shall show that at one
period this policy was stro-
ngly enforced, until
the seignors were able with
truth to tell the King that
they had really succeeded
in carrying out the design.
To do so they made seigniorial
titles from their lands, they
prohibited for some time
the settlement of certain
nations, and indeed of all
the country above Montreal.
~~It was~~ ^{so} the seigniors
were not only not permitted
to clear their land at a
distance from the towns—
they were forbidden to do so
and the penalty was for
non-compliance was corporal
punishment, or a fine
of 200 hundred livres
livres, unless the party
or person had first bought
a permission, not equal
ways to be had even for
money. At the time of

As grant the government was beginning to give not only the privilege of trading with the Indians; but the permission to make settlement ^{notwithstanding} mostly in places, and the lands which he shall before all "owed & grant" arise from his relaxation having commenced. When ~~then~~ ^{when} ~~so soon as~~ they came to change the original shape of the condition it was quite natural under the circumstances of the time to express themselves in some such way as this. Whether my explanation be the right one or not may be of course a question; but it is I think not an improbable one and it is ~~at least~~ ^{at least} consistent with doctrine which I hold.

At the same time I am pretty tolerably sure that no very special meaning was attached to the word, and my reason for saying so this. A great number of grants ~~from~~^{No} 192 to No 205 contained this form of running clause, after which there was a lapse of several years during which the mining

condition was not made now
bl^e, but again ^{out of} the titles has
231, & 232, and 233, by
de Fontenac and Champlain
say, in 1693, two contain the
clause obliging the grantee to
"insert the like conditions in
the concessions that he shall
grant". Here & there are
the words in two of the titles,
but in the third they are
"insert the like ~~concessions~~^{concessions} and
them in the grants which he
"shall be allowed to grant."
I conclude from this that
these forms were perfectly
identical in meaning, and
of the latter were not the re-
sult of pure accident, it
arose from the circumstance
that the person who drew the
deed had in his mind the
idea that now concession
was to be permitted.

I go on to the ~~first~~ ^{second} tenth
and home clause, which some
times merely stipulated that
the grantee should live himself
~~on the land~~ ^{and} at other times that he
should cause his tenants to
do so; ~~and~~ in default of their
~~compliance~~ ^{compliance} the seignior
was to reenter upon the land.
It was an obligation on the
vassal but only to keep

* give notice of the names

hearth and home house off
but to cause all who live on
his land to do so. The occasion
nally has appeared in such
a form as to lead us to
suppose that the meaning
is in default of the keeping
hearth and home by the
consilium the King will
re-enter; but it is plain
that what is intended is
that the seignior shall
re-enter. Dr Doranger de
marked on this clause in
the title of Attomine No 235,
as if he thought it supported
his pretensions. These are
the words

hearth

and his successors or assigns shall cause to be kept *house* and home (*feu et lieu*) by
inhabitants whom they may place thereon, on condition of paying *cens et rentes*, other-
wise in default thereof they shall re-enter *pleno jure* into the possession of the lands
they shall have granted them.

For my own part I think I
coming as theee word do
after the raining and all
the clauses, I need say very
little about them expressin
"the inhabitants whom they
"may place there." If the
word had been instead,
"whom they are obliged to
"place there", I should have
greater difficulty; but while
the condition is so plainly
capable of ~~one~~ interpretation
so favorable to me view

I must be allowed to adopt that one. And this is the more so in this case because it is evident that the two above inhabitants have no thing to do with the true force of the clause. In 1621, for instance the whole obligation is "to keep hearth and home"; in 328 (th Plan) it is "to reside and cause their tenants to reside." In some of the latest grants the clause reads thus, after saying that the party granted is to obtain confirmation.

"After the said confirmation", in default of keeping hearth and home within the year shall be, the said concession, unannexed to the domain of his Majesty." Since in about half the titles of this period instead of the clause here is substituted one that I may call the "clearing" (répudlement) clause, and sometimes they are added to the other. The first title in which it occurs is at No 167 (Boucherville) granted by De la Barre and Denonville, another example of the fact that with each new superior a considerable change occurs.

(Francois Pichot)

on the clause from which was followed. And accordingly with Dela Barre we have this form, of new clause - the last of the conditions. That "this or condition shall be null": "cause the said land to be cleared and inhabited and provided with buildings and animals in two years to count from the day of the date hereof, if at the present occasion will be null and of none effect." No doubt the first form of the first of their condition was considered loose, and they therefore adopted this word to make it more stringent. Going a little farther we find that all these conditions seem to have been pointed out by some special circumstances of the moment. So in No 177 (same month) we find substantially the same clause; but instead of saying that it must be fulfilled within two years it fix as no time at all.

The grant of Madawaska made in the month following the last mentioned grant. It concedes

the said extent of land of three leagues along each side of the river Madoueska, near the river St. John, with the lake called Ceu-miscouta, by two leagues in depth, as above specified, the whole under the title of fief and seigniory, superior, mean and inferior jurisdiction (*haute, moyenne et basse justice*), with the right of hunting and fishing within the limits of the said tract of land.

— certainly be it said on passing ~~off~~ a grant of the Lake,
— ~~the term~~ is fixed within
which clearance must be
made is five years. In No 192 (Draquel) the condition is not
that the grantee shall clear
; but that he shall commence
to clear. In No 234, a
~~just & reasonable~~ if is to
commence in six years, and
in No 243 (Rouville) it is to
commence immediately the
war should be finished.

Mondelet pr I find in all
the grants the word tenant.

Mr Rankin It is omitted
as often as it is inserted: and
my rule is never inserted with
a view to obliging the grantee
to have tenants. I proceed
now with the clause of
clearing, and in this there
is surely to be found that
unfortunate word "tenant",
in other respects ~~its~~ ^{form} is
as various as it can be. Some
time the clearing is to be done
in three years, at others ⁱⁿ five
years, and at others in six
years; still often after
the war. In one it is so the
phrasa is "after the war shall
be finished and it shall please
God to give us a firm and

"lasting peace". Latterly from 1697 and onwards the usual form is ~~to employ~~ the word "defricher" and sometimes "deserte". In other grants it is "deserte" and faire "deserte" is clear and cause to be cleared. As to the meaning of the word deserte or defricher, I find some explanation in ~~An~~ ⁱⁿ French an instrument which is in Gaultier's manuscript. It is an application for the ratification of a grant made to the Sieur Berger in 1633 by St Francis de Sales. By this instrument the colonial authorities had consolidated certain grants and made them into one, in favour of this Mr. Berger. A copy of the concession so made was forwarded to the King by the governor and intendant ^{depuis 1700}, of and ~~of~~ ^{the} said ^{depuis 1700} have cleared and placed in a good condition these various lands, of which it is further stated that his wife and family still remain in possession. I shall show presently that at the time when this

Butterman was said thus
to have cleared his land
and put it in a good state
of cultivation hardly any
seignior had consent
on their lands, and that
it is very improbable
that there were a dozen
people on the Seigniory
in question. I shall show
that thirty people on one
Seigniory ~~was~~ ~~was~~ were
considered a large num-
ber, yet with the trifling
amount of ~~one~~ settle-
ment, which it is all
that Mr. Brewster can be
supposed to have made
he had perfectly satisfied
the authorities with the
performance of his duty
of clearing.

I now pass to the consid-
eration as to leaving space
for roads. In the grants
made by Talon the di-
rection has simply been
"to necessary roads and
"passages." After a time
it came to be "to leave
~~can't be kept~~
~~and can't be left~~ the
"necessary roads and
"passages"; but whatever
slight regulation was to
make in the word the

The meaning of the clause
 was always the same. Odd
 enough in a report on
 the subject of the tenure
 made by one of the ablest
 lawyers in the country -
 the late Mr A. Stewart -
 who however, was writing
 with a political object for
 the House of Assembly, it
 is said no doubt in refer-
 ence to this clause that
 the seigniors were obliged
 to maintain roads, from
 Seignior to Seignior,
 whereas it is certain that
 no such obligation was
 ever imposed on them
 except in two or three
 grants which I shall
 refer to later, where the
 land was given in con-
 sideration of great houses
 and buildings constructed
 by the grantee, and
 then to make them once
 for all, and all after-
 wards to keep them in
 pair, but put them into
 the hands of the public.
 This shows how easy it is
 for the best men to fall
 into errors on subjects of
 points of this kind, when
 they determine without

and how such statements
sitting in the mind of
the people & are supposed
& represent the truth. No
doubt Mr Stewart thought he
was right; but as the fact
^{circumstances} that he was wrong proves
that authority is not itself
sufficient to establish
anything, if when the
fact is at variance with
the authority]

Thorough examination & when
the word ten "and cause back to"
"roads" are used it is evident
that it implies nothing more
than the ordinary municipal
law which compels all
parties to keep up roads
passing in front of their
properties — an obligation im-
posed upon the tenant as
well as upon the seignior.
Another clause was introduced
into these deeds of concession
in the year 1702, which bound
the grantees to cede land
to the King for the purpose
of building fortifications and
also to allow him to take
road for running his
garrisons; and still later
there was a new obligation
inserted to allow the track
to be free to fishermen, ex-
cept in so far as the seignior
might require the track for
his own fishery. The clause
relative to the fortifications
was first inserted in the title
of Laval and Vandenhulst
, which being both greater
above Montreal, no doubt
suggested the idea that
fortifications might be
wanted. In this first
form to the charge is to

air arpent to be taken, and
 it was imposed more and
 more till it came at last
 to allowing the King to take
 whatever he might please
 for fort and magazines,
 together with whatever wood
 might be required either
 for erecting the buildings
 or warming the garrison.
 The free beach clause
 was introduced not in the
 interest of the Crown, but
 in that of the people. The
 framing of such a condi-
 tion proves two things —
 first that no such obliga-
 tion existed previously,
 and secondly that if the
 seignior were master of
 the fishery, without this con-
 dition, he might grant it
 or not grant it as he pleased.
 This clause began to appear
 in 1705, and conformed to
 the seignior the right of
 taking whatever beach
 he might want for his own
 purposes leaving other
 people free to fish in other
 places. This is precisely
 the same kind of idea as
 that which suggested by the late
 free clause in the
~~Charter~~^{Grant} — though you

not before Randot came
 out /

are propo with you must
not destroy the oak trees
— so here it is said, though
you are proprietor, you
must allow people to fish
freely on your beaches. In
fact before this time it was
very common to grant the
right of fishing for a low
rent or none at all, and
this clause has doubtless
introduced & rendered the
usage which has beginning
& prevail still more com-
mon.

I come to some grants now
which may be termed extra-
ordinary. Of these twelve
are augmentations of old
grants at the same con-
ditions as the original title,
merely while the ^{of New France} ~~Habitation~~
Company still had power
for all the grants clauses
I have hitherto been spe-
king of are new ones. The
fact that the alterations
at the very time they were
inserting the stricter provi-
sions in new grants, gave
augmentations on the same
terms as the old ones, proves
to me ~~some~~ that we must
adopt a very different
^{interpretation} rule from the one which

and moreover

wallgrd and my friend
on the other side seem des-
irous of adopting so far
these grants — that of ma-
king every new deed the
~~key~~^{explaining} means of interpreting all
that have gone before it. It
is certainly not because I
give lands to day upon cer-
tain conditions that I bind
to the same conditions all
those to whom I have be-
fore made grants ~~so~~ with
out conditions; still less
when I give ~~so~~ the same
very lands so charged with
certain obligations can these
obligations apply to augmen-
tations of old grants given
on the same day with the
old conditions? This is the
rule of law and of
common sense. Any
contract with A. cannot
change the one made grant
before with B.

I shall say nothing a-
bout the manner in which
hunting and fishing were
conferred upon grantees.
They were mere grants of
circumstance. But I turn
at once to No 303 ~~as~~ ~~which~~
is an instrument by which
certain lands belonging to

the Fabrique of Lachee were
granted into a fief in
the year 1697. To the recital
set forth that the Fabrique
had obtained ~~some~~^{these} lands
in 1658 at Cape Diamond
which they had exchan-
ged for eight a like quantity,
at the same place, of
which latter they had been
deprived of a part to make
the government garrison and
for the purpose of fortifica-
tion. It was therefore to com-
pensate the fabrique for
the loss thus sustained by
them that their land has
thus changed into a fief,
from having been a mere
lottery or censive. Now
why did the Fabrique ~~desire~~
desire to have their land
thus converted into a fief?
Can any one suppose it
was in order that they
should become fidei
communissaries? Certainly
that would have been poor
compensation. What they
wanted was the right to
receive lods et ventes.
Eight arpents in Lachee
in ^{with this right} fief were very different
things from eight arpents
in censive which could

only be made available by
a sale and which when
sold would be gone fore
ver. It was not the liberty
to sell that was demanded
as a privilege; but the
liberty to ~~not~~ grant by
accusement. The best
^{in pre} extraordinary grants to
the priests, South St Louis
No 165, and No 183 (in tholl.
L.) on terms so unusual
as to make it uncertain
upon what tenure they were
to be held. The same may
be said of the grant No 285
on the Chaudron, ^{for} to the
same religious body, on
behalf of the Abenakis
Indians, which is so ta
ded as that we cannot tell
whether it is given en fee
or à coups — an ambiguity
that could hardly
have taken place, if it were
supposed that one tenure
involved a trust. In
other respect, as the grants
were left in mortmain
it made little difference
upon what tenure it was
held. No 214 a grant also
to the priests within the say
mury of Dawson ~~was~~ called
from some remarks from

In Louanger. It contains one
of those assumptions # of right
which need only to be looked
at in order that it should
be seen that they are the
gal. By this instrument
heys Denonville and De
Champlain make a grant
to the French under the fol
lowing circumstances, the
latter:-

They had acquired an extent of land containing fifteen arpents in front on the River St. Lawrence, by forty arpents in depth, in the seigniory called *la Côte de Lauzon*, to establish thereon a Mission for the Abenakis Indians, who in order to be instructed in the Christian Religion, have left New England, and have in great number come to reside thereon; that Indians of the said nation are daily arriving for the same purpose, and that they now perceive that the said land is not so good as it had seemed to them at first; moreover that it

according the former and
ultimately granted:-

de to the said Fathers of the Society of Jesus, one fourth of a league in front, that is to say : twenty-one arpents, the said one fourth of a league to commence at the line which bounds the depth of the concession of the said Jesuit Fathers, and also the depth of the neighbouring concessions, so that the said one fourth of a league shall have the same rhumb-line (*rumb de vent*) and depth as the whole of the seigniory, and the twenty-one arpents shall be contiguous, leaving the whole of the River *Chaudière* on the north-east : To have and to hold and dispose of the same on the same conditions as the aforesaid fifteen arpents ; and although we might have granted of our own authority the aforesaid fourth of a league, there having never been any work done on the said concession, nevertheless, in order to satisfy and indemnify in some manner the Seignior in possession of the said *Côte de Lauzon* for the curtailment of the aforesaid seigniory of *Côte de Lauzon*, we have granted and conceded, and do hereby grant and concede to him one fourth of a league in front of ungranted land along the River St. Lawrence, by the same depth as the said seigniory of the *Côte de Lauzon*, as now possessed by him, and also hereby re-unite the said one fourth of a league of land to the said seigniory ; the said tract of one fourth of a league, joining on one side the said seigniory of the *Côte de Lauzon*, and on the other side, towards the north-east, approaching the land called *Montapeine* : the whole subject to the same dues and privileges as those subject to which he now holds the said seigniory of the *Côte de Lauzon*.

I can only describe this act
as the exercise of power
without law — a right
handed ~~act~~ stretch of au-
thority, without any sha-
dow of legality in it. But
in spite of this grant
to it will not be reju-
iced that the limits of
Sangor have never been

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been altered — that the parts never took possession where either because they feared opposition, or whether because they did not choose to proceed with their enterprise I do not know. It was added —
The grant at any rate was not executed, and this favour ~~granted~~ ^{conferring} on a powerful body at the expense of the Seignior of appealed against must have been disallowed; for whatever right there may have been to reduce the land it is certain that it could only have made available by a regular legal procedure. The instrument has been added to show what the law was. I say it is merely a proof of what the seignior and Intendant presumed to be contrary to law. I now cite another & title indicative like the last of the power of the religious body who obtained that gift. No 312 is a second to the of Sillery. It will here be remembered that this property was granted in the first instance to the Indians under the direction of the

of the presents. After some time the latter ~~having~~^{desiring} removed the Indians ~~overboard~~
desired to obtain Sillery ~~for~~ their property and accordingly obtained
a final title from M. de L'Estoile, M. de Champigny

and conceded to the said Jesuit Fathers as their own property the said fief, land and seigniory of Sillery, of one league in width on the River St. Lawrence, by one league and a half or thereabouts in depth, running as far as the seigniory of St. Gabriel which bounds it in the rear, commencing on the north east side at the Pointe de Puisseaux and on the south west side at a line which divides it from the fief Gaudarville, which lines have been drawn, the one about twenty five years ago, and the other about forty, with all the rights and privileges formerly granted to the said Indians, to enjoy the whole as a true fief, held only of the King, with the right of superior, mean and inferior jurisdiction (*haute, moyenne et basse justice*), as they now hold all the other lands which His Majesty has been pleased to grant them in this country;

There was no condition of concession there. Certainly the fathers did not think in effecting this arrangement they were merely exchanging one fiduciary commission for another. They wanted in stead of trustees to be proprietors and they got the property. In the same way and by the same instrument they acquired the property of the fief Packigny a little bit of land of a few perches, which had been held by an Indian Chief under the direction of the presents, and which they petitioned for ~~mid January~~ after his death, and obtained at the same conditions as I have already quoted in

the case of Bellary. These were simply that appeals should be from their justice to the Lieutenant Gov. of the Province of Quebec, and that they should obtain ratification from the King within a year. This ratification was obtained ^{accompanied by} with a statement of a very remarkable character, saying that it was given although the King was very unwilling to do large large the property of religious bodies.

Truth. f. Had the Governor and Intendant the power to make these concessions?

In Dunkin. ^{& strictly} I think he had not; but I suppose the Bourgeois, if inclined, had very little power to prevent anything that was asked for by their protectors. Another extraordinary grant is at No 180 (Isle Bizard) again a grant to a religious body or ecclesiastical body — indeed it is worthy of remark that by far the largest proportion of annual grants ~~were~~ were made to these corporations, who

obtained favours that would probably have been refused to other persons. In this case the gift has a little addition to the seignory of Beauport, useful only for the seal fishery,
en franche eumone
"and main-male, with
"prohibition to all persons
"of what quality or condition
"they might be to hunt or
"fish in the place". By the
title no 188 the same body
the Seminary of Quebec,
are shown to have obtained
a grant, as some other
seignors of the time, impos-
ing to the property in a
beach. In this connection
I might ~~too~~ have directed
attention to an expression
description of the property
in a grant already com-
menced on ~~which~~ in which
it is said "and even the
"bed (pêts) where the ~~sea~~
"tide rises and falls. But
I go at once to the con-
sideration of title no 188. It
appears from it that the
Seminary had become
proprietors through purchase
main de Sault of Beauport,
Sault au Matelot, etc.

d'Orléans, besides Condroz
and St Michel, now repre-
sented that they had unmit-
tigably given away ^{some} ~~the~~ beaches
which they found on exam-
ination were not in their
titles. They therefore applied
for a new and special
grant of all the beaches
of the Seignories they possessed
seb. On the same day the
Sommarin got a concession
of Le Lac aux Canards, on con-
dition that there should
be no trade with the Indians
or with the Hurons, nor any
incident except the per-
sons belonging to the Se-
nary. So far from there
being any obligation to
grant, nobody was to
live in this fief, but per-
sons sons of the grantee's
own body. These were all
concessions of circumstance.
The Sommarin were probably
desirous of carrying out
the benevolent plan for
the Indians, and thereof
desirous to keep them away
from the deteriorating influ-
ences of the trade and es-
pecially of the can de vin;
but if all grants on fiefs were
grants with the obligation

of conception, and that all these grants had become null according to the doc
time of my learned friend
~~had~~ become null from the
fault of complying with the
conditions. No 3313 (A.C.
Jans) is also a little singular. It was obtained by the
Seminary of Quebec by
two titles; but as they were
not very sure of either of
them, they got a confirmation
and about the same
period the Ursulines of

Quebec received a small
grant No 204 A, about which
there is a doubt whether it
were a carré or en fief.

No 200 and 204, on the
Labrador and Newfoundland
coasts respectively, are
peculiar grants, made to
trading Companies, with
large prerogatives as re-
pects trade and fishing.

In the same style, but not
so remarkable as the grants
to the Companies of New France
and the West Indies. In the
Labrador grant there is a
clause obliging the Company
to bring all their posts,
to Quebec, another binds
them to preserve all the

and had no ^x forfait of confirmation
from the King
from the governor and later
Rant.

They are ^x in

oak timber found on their concession; and a third says requires notice of the mines which the grantees may discover, and the insertion of a similar obligation in all the other deeds of concession "which they shall be at liberty to make". No 302 is the title to Ross's Reservation "full property forever," and the conditions are:-

...on that they shall immediately commence to make the said fixed settlement for fishing and seal hunting; reserving, however, to ourselves the right of granting them to others if they discontinue the said fishing, granting the same only on that condition; subject moreover to the condition that the Sieur de Grandville only shall have the right of seal hunting therein, to whom we do hereby grant it; that they shall give notice to the King of the mines, ores and minerals if any be found within the limits of the said extent; and that they shall have these presents confirmed by His Majesty within one year.

No 305 (Aile de l'Etang) has granted in much the same way to enable the grantees to work a slate quarry. Ayerstamb, no 162, was undoubtedly a fief; but at the time of the grant it has prohibited to settle lands above Montreal, and the fish concession was a simple promise to grant when the restriction should be removed.

I now leave the extraordinary grants on fief of this period and go to the consideration of the seven grants a census made during the course of it. One of these given in

1688 was l'Ance et Rivière Cap
Chah 189 cens 10. It was of

in six

arpents of land only on each side of the said river, so that he may build thereon all necessary and convenient buildings and stores for the fishery which he intends to commence there next spring, together with the rights of hunting, fishing and trading with the Indians within the limits of the said grant; to have and to hold the same, unto the said Sieur Rivérin, his heirs and assigns, as his own and indefeasible property, charged with and subject to the payment of two *sols de cens*, payable each and every year, to the receiver of the King's Domain in this Country, at Quebec, and to keep ~~house~~^{earth} and home (*tenir feu et lieu*) on the said grant; to preserve and cause to be preserved the oak timber which may be found within the limits of the said tract of land, and to give immediate notice to the King of the mines, ores and minerals which may be discovered within the limits thereof, and to leave therein all necessary roadways and passages; the whole under the will and pleasure of His Majesty, and in conformity with his ordinances and regulations, from whom he shall be bound to obtain the confirmation of these presents within a year from the date of the same.

In 1685, Cens 11 is a grant in Acadie of the river La port of the River Locomonches; viz: "one league of front by one league of depth in the River", with trade, hunting and fishing. That was in 1689.

No 220 cens 12. in the year 1691 is also in Acadie on the River St John ^{the} ~~for~~ leagues in front by two leagues in depth, with hunting, fishing, and trade. The large size of these grants is not unimportant when we are told that people who held fiefs must have had consistories, and were therefore bound to encedo. à cens. Here were people with equally large grants, without a possibility of granting à cens. The man who had the large concession I have just mentioned knew that he could not make anything of his land except by selling, and at such sale

Maricadeony

lots et ventes were of course payable. The King has a great disadvantage. The grantee might have had reason to accept it in that way; but at any rate he was under no obligation to concede in spite of the size of his grants. Title to 254 Cens 13 ~~et~~ is conferred on the grantee two square leagues of land, which has since been erected into the seigniory of Le Plain, the proprietor having assumed to make himself into a seignior by some means of which we know nothing. However we have nothing to do with that. All that is important is that these two square leagues were originally granted à cens. Another grant is numbered 309 cens 15. Dated 1698, it is of a square league at six deniers of cens, and is now I think the seigniory of Lessard, the proprietor having held himself out as a seignior. The next is a grant not very interesting for its size being only of forty arpents; but it makes a new title for a person.

them who had before obtained Isle Marguente. It is at no 332 cens 18, under date of 1702, and the land was situated somewhere near Bic, & the title is à cens of five sous six deniers ^{off land} with a cent of five sous annually for the whole. I have therefore produced five grants of the size of seigneuries, all undoubtedly conceded in censue.

Here is another of land near Paspe with the river included, and I have here adduced enough evidence which must be fatal to the idea that all large concessions must have been made with the emotion of sub granting.

Yet these grants like those in first were made en frif à la charge de les établir; so that settlements must have been contemplated as possible by other methods ^{other than} concessions in censue. Coming nearer and nearer to the King himself, I find a grant by the attorney made at the special order of ~~the King~~ His Majesty

ty, of No 216, and this will
 serve to show what the royal
 intentions were ~~to~~, not in
 deed in 1711, but at an
 early period. ~~The~~ land ~~thus~~
~~granted~~ is situated in the
 neighbourhood of Mira
 Richi, was given by Mr. de
 Champsigny in virtue of an
 order of the Council of
 State, to the Sieur Denis,
 I suppose a son of one
 of the ~~two~~ conflicting claim-
 ants for the possession of
 Acadie. The recital sets out
 that the grantor having
 "the arrêt and the commis-
 sion obtained the same day
 "by which he was ordered
 "to allot and divide to the
 "Sieur St Denis an extent
 "of land on the footing of
 "the most considerable
 "concession accorded in
 "the country and on the
 "conditions herein inserted,
 "conformably thereto has
 "allotted and divided the
 "concession of the said land
 "of fifteen leagues of front on
 "fifteen leagues of depth, to
 "begin at Front River com-
 "prising the river, and
 "extending ~~a~~ ^{one} league to the
 "South East and the other

"fourteen to the North West,
 "with the points, etc and islets
 "which shall be found
 "in the said fifteen leagues
 "of land." On the following
^{among them.}
 conditions; viz: "That he
 "shall clear it, one third
 "in three years to commence
 "from this day, and the
 "rest in the three following
 "years, or default
 "of which and the said
 "time being passed, he
 "shall remain defrauded
 "thereof and the said had
 "shall be deemed to
 "the domain of his master
 "to be disposed of at
 "his pleasure." This was
 indeed a condition which
 it was quite impossible to
 fulfil, for who could clear
 a third of ^{nearly five} fifteen square
 leagues of land in three
 years? The only other conser-
 tation is that the grantee is
 not to trade with the Indians
 iron & fish except within
 his own boundaries, nor
 to trouble those persons
 whom he may find li-
 ving there - not a single
 word about lot grants. I
 suppose that this exception
 was made to stop the

the complaints of a troublesome man, who had been putting forward old claims, and who was got rid of by an order to go out and get a emigrant in Canada.

It is likely however, that if it were the constant intention in the King's mind that the seigneurs ~~were~~ ^{should go} be fidei - commissaries that he would have first told it altogether when he was granting five leagues by five leagues of territory.

I now come to the intentions of the King how as expressed by himself in his own ratifications. I shall not trouble the Court with differences in the form. There in the ratification of any be grants are not important. ~~so~~ ^{regularly} These instruments are wanting in systematic precision. In some of

whether by defect in the original or the copy I know not, /

Now it is said merely in the King wishing to ratify and then ^{the paper} goes on to recite the ~~ratification~~ description of the grant without any cancellation of the fact that he does ratify. In the majority of cases the

sense is complete, and the form is, "The King being at such and such a place, and willing to ratify such and such concessions, and so forth, does ratify and confirm them. Besides those ratifications by which conformed grants to single individuals, there were five ~~that~~^{which} confirmed much several concessions en bloc. These five are at nos 139, 163, 183, 223, 355; and the last on the same day as the avis of March 6th July 1711. No 139 differs from the rest in this that it is evident some of the grants confirmed by it were in cass, and that the says details of their grants are not given. I have frequently not been able therefore to find the concessions referred to it, probably because the persons who obtained them do not make use of them. Some however may possibly be confounded with the titles of existing seigneuries, still held by virtue of that to those instruments. grants Nos 139, 163, 223. The rest are pasta

all by all confirmations of
seigniorial grants. No 139
confirms ^{and} in the terms of
the original grants, with the
addition however of the
following: "to discharge
"it the charge of paying
"the due redemeances, with
"which they shall be char
"ed". In 366 the confirma
tion ^{refers to concessions which}
mentions especially
the rivers, so far as being
conferred upon the grantees,
so that the King did not
think it more difficult to
give a man than to give
anything else. Two other of
these confirmations mention
that the lands conceded
are to be cleared in six
years, and that the
redemeances are to be paid.
The first of these conditions
is of impossible fulfilment
and like the arts of a
trenchment only a profit,
but little to people in France
, like other people the other
side of the water, knew
of the affairs for which
they presumed to legislate.
No 366 is in a form different
from all the rest. It is in
these words: - "it the charge
"of rendering for et homage

"at the Chateau St Louis from
"which they will take revenue,
"and other ordinary uses
"dues (redecorances)

"3rd To preserve and cause
"to be preserved the oak trees
"fit for the construction
"of the King's ships."

"4th To give notice to His Majesty
"by or to the Governors and
"Intendants of the said
"Country of the mines, ores or
"minerals, if any are found
"within the extent of these
"concessions.

"5th To keep earth and
"stone and cause them to be
"kept by their tenants, in
"default of which they shall
"be reannexed to the Domaine
"of His Majesty.

"6th To clear and cause
"to be cleared the said land
"immediately.

"7th To leave the beaches free
"all fishermen, except such
"as the grantees shall require
"for their own fisheries."

"8th And in case that hereafter
"His Majesty may have need
"of any part of the said land
"in order to construct fortifications,
"batteries, places of arms,
"magazines and other fortifications
"His Majesty may

+
7th To leave ^{such} road ~~roads~~ as
are necessary for the public
utility

to do so, as well as the
hers, which may be necessary
for such public works
, without he held for the
payment of any damages.
His Majesty wherefore
that all the concessions con-
tinued in the present charte
should be subject to the
conditions above announced
without any exception or
insuperiority that they
have not been stipulated
in the said concessions.

This then was the form adopted
by the Crown, no doubt as
wisely, on the ~~day~~^{very day} of the
~~first~~ enactment of the
2nd of March, and which
from that moment was
continued to be in use till
the cession of the Country
to the British monarch.
Before that time the ratifi-
cation had ~~ever~~ always been
made at the charges men-
tioned in the original
concessions, but heraf-
ter there was a precise
enumeration of the charge.
For some reason the King
no longer trusted to the
conditions given by his
agents and tenants; and for while
on the other hand there

after this date

xxv, several of the clauses ^{were} put into one or other of the concessions which he do not find again in the ratifications of those grants. Again it will be found in looking over the ratifications subsequent to the date that some of them do not contain all these clauses, especially, the last which was then considered the most important. Others had not the free beach clause; but whatever conditions were there they formed the obligation upon the grantees, as in terminis that obligation went no farther.

I have now finished a part of the King & proprio nota at No 141, bearing date 1675. In it after a recital which we cannot read without a smile concerning the magnificence of the estate about the

Bailliage of Desilets and its capacity supporting the rank of a Comte

converted into a ~~bailliage~~
~~and its capacity for man~~
goes on to give permission for its name to be changed together with its title, which is to be for the future. The comte

Pat of Comte

of this instrument like that
of others we have examined
do not lead at all to the
conclusion that the land
for the future was to be
anything less property than
before! The conditions are
that there shall be no
charge of appeal, nor
of the rights dues which are
to be payable to the Crown,
~~by his partie or his tenant;~~
without derogation of any
dues payable to the Crown
or to others; and without
any reunion to the domain
of the Crown for any cause
whatever. Of course it was
supposed by that the
Count had and would
have tenants; but he was
not obliged to have them.
The next proprio motu is
at 148, and concerns a
property much more bor-
ing of the complement. By
this instrument the Island
of Orleans was made into
a County, in favour of one
Berthelot, the same who is
mentioned by Talon, in
his petition for the first
& more ennoblement of
~~Désiré~~ Des Islets, as a
person from whom he held
10000 livres for investment.

The deed recites that the King had believed he could "do no anything more than
tagons than to erect within
into a County the said
land and Seigniory of
Ile d'Orléans, which is com-
posed of all the qualities
required for that purpose
and to maintain for the
future that title and
quality; also to change
the name from Ile d'Or-
léans into that of St. Léonard
the then proceeds to erect
the said County according
by giving at the same time
all the honours, prerogatives,
arms, blazons ranks and
preminence, such and
as as the other Counts of
our Empire". The right
of administering justice is
then conformed, with the
declaration that he may make
such process, and formules
particularies with four pillars.

No 172 is the instrument
by which the Seigniory of
Portneuf was erected into
a Barony in favour of M.
Robineau one of the one
hundred associates, who
is stated to have had a
very fine manor. No 126

is the record of the bestowal
of the same favour upon
the Seignior of Longueuil.
and here I daresay the
magnificence of the Barony
is not so much exagge
rated as in the case of
Les Islets. It would seem
that the Seignior of Longueuil
a great man among the
men of those days had
rendered much service
to the State both in war
and peace, and that of
his eight sons two had
been killed and two woun
ded in action, and that
~~one~~ of his sons and successor
of this distinguished person,
having come into the proper
ty had built a
church a mill, and a
fort, and for in consi
deration of all these good
deeds his property was as
we see raised to a Barony.
The King also conferred
upon R^e de Beauchamois, of
towards Marquis de Beau
Lemois a grant in fee simple
called Fort Point Pointe,
on conditions similar to those
to be found in the ratifica
tions of that day, and by
a grant No 352 soon after

he erected it into the Barony
of Beauville, always without
any hint that the owners
were to be less than proprie-
tors. No 140 is a very peculiar
grant of Fort Frontenac,
dated 1675, and giving
the property to M. de la
Salle, while No 223 is an
~~her grant to the same~~
~~holder~~ of Fort St Louis in
Illinois made to the heirs
de la Salle and Conty after
the death of La Salle. I
have only No 223 in my
summary is however only
one clause of the ^{now grant} ~~satisfaction~~
and we have no particu-
lars of that to La Salle;
but we know from other
sources that that gentle
man came out to this country
and having greatly distroyed
asked himself had won
the favour of de Frontenac
while by the same acts
he had made enemies of
other persons. Towards the
end of De Frontenacs first
government he went
to France, and there made
his discoveries and his
commissary of ^{as commandant of} former of Fort
Frontenac avail him so
well that he obtained a

a concession of the fort
 then lately built, with four
 leagues of land by half a
 league deep, with all the
 islands in front. The condi-
 tions of this grant was
 very onerous and pre-
 cise in the clauses affect-
 ing the interests of His
 Majesty, but were much
 looser when they affected
 other people only. LaSalle
 had not much money of his
 own; but he thought he could
 borrow, and so he under-
 took to go out and pay
 10,000 livres, which had been
 expended on the construction
 of the fort; to maintain it
 and its garrison; to keep the
 twenty men during two
 years for the clearing of the
 lands conceded to him, and
 until he had built a church
 to entertain a priest or monk
 to perform divine service
 and administer the sacra-
 ments, all which expenses
 "he shall make out of
 "afford from his own resources,
 "and if some ^{other} individuals with
 "similar concessions shall
 "it have been established
 "above the Long Sault, in
 "which case those who shall

have obtained such concession
 shall be held to contribute
 to the said charges in proportion
 to the lands which shall
 be conceded to them." In
 consideration of all this
 La Salle was to have the
 government of the fort
 if. His avocats on the
 subject have been friends
 here, who one of them,^{of} the
Conseil d'état, and it was
 that upon which the
 grant issued. Besides
 the conditions already
 mentioned, the grantee
 was to take out all his
 property to Canada, which
 it was said could not
 be less than 10000 livres
 "and to cause the savages
 "to come to the neighbourhood
 "of his fort and there give
 them habitations and form
 "villages for them together
 "with the French to whom
 "he shall give part of
 the ^{said} ~~same~~ lands to clear.
 "All the said land shall
 be cultivated
 be rendered valuable ~~houses~~
in value of desirables in
 "the time and space of
 twenty years to count from
 "sixth year 1576, otherwise
 "the said time being

"passed His majesty may dispose of the lands which shall not have been cleared or rendered valuable." This is the first time that any obligation of this kind is to be found in a grant by the Procuror and Intendant or the King, and in this one there is nothing very definite, for it is not said how much land he is to grant & such no signal nor alteration what terms. We cannot suppose that the words mean that he shall give the land in the absolute and unrestricted sense of that word; but nevertheless the condition certainly bound the grantee to attract the Indians to settle and to give them an interest in the soil,
 together with the French.

together with the French

The object was to keep people here beyond the new frontier & strengthen the fort; but though this was the idea at the moment I shall soon show that the government did its best to prevent dissidence from having any people there French or Indian.