

Mr. MACKAY: No. Of course I understand that the question of title, whether legal or equitable, is not to be discussed now. It is arranged, I believe, that there shall be test cases.

Judge WESTON: No doubt every claimant would like to make his own explanation. Each case must stand upon its own merits where the claimants are not willing as a body to have the question decided in one argument. My colleague and I have already discussed the matter, and if the claimants thought fit we would be willing to hear one argument, and one only; but at the same time, if each claimant desires to express his own views upon the subject, we must hear him.

Mr. MACKAY: I see that rent upon this section was only paid up to December, 1873, whereas the time at which rent ceased to be payable, in accordance with my instructions, was December, 1874. Now, Mr. Cooper got his title in November, 1874, and I wish to know whether the Commission will rule, in the event of the question of equitable title being raised, whether or not the non-payment of rent for the period ending December, 1874, will form a legitimate objection to the giving of an equitable claim.

Judge WESTON (to claimant): You paid your rent up to December, 1873?—The former owner of the section did.

Have you paid since?—I tendered the rent to the Clerk of the Court, but he refused to accept it. When did you tender it?—About a year ago; the end of November, I think.

Judge WESTON: What is the point you wish to raise, Mr. Mackay?

Mr. MACKAY: I desire to know whether the non-payment of the rent which the Superintendent of the province said would be charged, and which was legally payable up to the end of December, 1874, will act in any way against these claims in an equitable point of view.

Judge WESTON: In this instance the claimant tendered the rent, but he says it was refused. At whose instance?

Mr. MACKAY: At my instance, on behalf of the Crown.

Judge WESTON: Then who is to blame?

Mr. MACKAY: I should say, as far as the refusal is concerned, the Crown is to blame. At the time I gave the instruction I was not in a position to give an opinion on the subject—as to the legal as well as the equitable position of the claimants—and to guard the interests of the Crown I thought it necessary to give a general order.

Judge WESTON: That would form an argument on the part of the claimants to equitable relief.

Mr. MACKAY: There are some claimants who have tendered rent, as Mr. Cooper has done, but those who have never tendered any rent at all are, I apprehend, in a different position.

Judge WESTON: We must deal with that matter when we arrive at it. Do you wish to obtain evidence upon any other point?

Mr. MACKAY: No. I wish now to make an objection on legal and equitable grounds to the title.

Judge WESTON: I will ask Mr. Cooper to satisfy the Commissioners whether he has any legal or equitable right to the section.

Mr. COOPER: It is not my intention to make any statement with reference to what took place many years ago, because really I have no knowledge of it; but there are a large number of persons here who can produce complete evidence as to what transpired when the sections were originally taken up.

Judge WESTON: You will have to show that this case is in a similar position to those which may be successfully proved.

Mr. COOPER: I think I can establish the fact that this section was granted by Mr. Commissioner Sharp, and that I am in exact affinity with other allottees. The only point that remains is to prove the allotment by Commissioner Sharp.

Mr. MACKAY: I admit the allotment.

Mr. COOPER: In that case I have nothing further to say.

Judge WESTON: What is the character of this building?

Mr. COOPER: It is a wooden dwelling-house.

Judge WESTON: What is its value?—I paid £140 for it originally, and I have spent £70 upon it since.

Mr. BEETHAM: Have you any objection to say what you think the property would let for?—I think it would let for 15s. or £1 a week.

[Case closed.]

#### SECTIONS 4 AND 5, RINTOUL STREET.—GEORGE CARRUTHERS, CLAIMANT.

CLAIMANT appeared in person, and was sworn and examined: I claim sections 4 and 5, Colliery Reserve. The paper sent in by me is a true abstract of my claim. Both sections were allotted by Mr. Commissioner Sharp, one to Mr. Thomas Anslow and one to Mr. Munro. The statement in my claim that one of the sections was allotted to me is an error. I bought section 4 from Mr. Anslow for £5, on the 17th October, 1872, and section 5 from Mr. Munro for £10, on the 1st November, 1872. Both sections were covered with bush at that time, and improved in no way whatever. I have paid one year's rent upon them from January, 1873, to January, 1874. I also tendered rent for the next year, but it was refused. I have erected a cottage upon the sections and cleared them, and am in possession of them now. I have let the property for as much as £1 a week, but I cannot expect to get that now, as property is not so valuable. Things have gone down. When I bought the sections I was under the impression I should get a lease from the Superintendent. We were all under that impression. Fourteen years was mentioned as the term of the lease. We were to pay £1 a year for two years, £2 10s. a year for five years, and £5 a year for the succeeding seven years. I cannot say that I was aware when I bought the sections that the sellers had no direct title in themselves. If I had been I probably should not have bought them. I knew that the sections had been allotted by Commissioner Sharp, and I regarded that as sufficient.

By Mr. MACKAY: I am not aware of the number of the Native Reserve section which Mr. Anslow