

tion, combined with lot 5 the title to which is already allowed to him?

2. To what extent is "possession" required? How long is the possession required to be? What is the nature of the "possession" which entitles the holder to the "right of pre-emption"?

"Occupancy" or "possession" is a wide word, and of large application. In cases in the new territory in Manitoba almost any actual locating on lands, combined with residence, must be taken to have been "possession" within the meaning of the Act. I have no doubt Governments in their dealings with the "settlers" in the Province of Manitoba have always viewed the question in a liberal spirit, in favour of the settler, and not adversely to him or harshly towards him. This is evidently the spirit and meaning of the Act. The possession was to be "peaceable." Joseph Goudon had no dispute with anyone, although he lived there for years, and presuming in his case, as it has been I suppose in hundreds of others, that he held with the sanction and under the license and authority of the Hudson's Bay Company, his title would be complete. There was no adverse claim when Clarke bought, nor for seven years afterwards. There was no adverse claim filed anywhere at the time he bought from Goudon; nor has there been any since based on "possession" or any right or title in direct connection with the land. The opposition to the claim to lot 7 is simply denial of possession, or of right. The possession as far as it went was certainly "peaceable," as there was no adverse claimant—no person claiming adverse possession. There is no length of time required to bring persons in possession within the Act. All they needed was to be in "occupancy" with the sanction and under the license and authority of the Hudson Bay Company on the 8th March, 1869. The gist of the contention now made, as it appears, on behalf of the Hudson's Bay Company is, as I judge from the nature of the declarations put in on their behalf, that Goudon had not "peaceable possession" of lot 7 as he had of lot 5; or had not such "possession" of lot 7 as is contemplated by the Act to entitle him to the "freehold" under the Act. There is no doubt he was a "settler;" and that he settled on lots 5 and 7, and that he was in possession on the 8th March, 1869, on the 12th May, 1870, and on the 15th July, 1870; but was that settling as is shown by the declarations such possession of lots 5 and 7, and especially of lot 7, as brings him within the Act? To determine that the evidence must again be briefly referred to.

*Joseph Goudon* in his first declaration specifically defines the land as follows:—