of the country this was impossible, and hence the more liberal and comprehensive term "*possessory rights*," was adopted, a term including all kinds of possession with their appurtenant rights, and making the *possideo quia possideo* a sufficient substitute for any other title. This is the plain common sense signification of the words in the Treaty, and it cannot be frittered away by any stretch of perverted ingenuity.

2. In order to give any show of support to the 3rd and 4th propositions stated above, the counsel for the Respondents has found it necessary to cast about for a new form of expression, and a new meaning, as a substitute for the words and meaning of the treaty, and he thinks he has found them in the words, "rights of possession." This he says is what "possessory rights" mean and this only was guaranteed. The distinction of meaning between the two forms of expression is somewhat shadowy and fine drawn, partaking of the extreme subtlety and hair splitting which run through the whole argument; but if the new words are intended to substitute for the meaning of the words "possessory rights," anything less than all the rights of whatever description actually possessed by the Claimants at the date of the treaty, they must be rejected as insufficient. The treaty without doubt guarantees the "rights of possession," but the guarantee also covers the possessions themselves and all rights of an appreciable character then actually held and exercised by the Company.

3.–4. The propositions 3 and 4 may be treated together. The assertion that nothing can be possessed which has not a physical existence, as a house, or a book, is only true in the very narrowest technical sense. But it is not true in any sense which makes it a possible test for defining the rights of the Claimants under the treaty. Even the possession of corporeal things is not necessarily an actual possession, it may be a symbolic one, and the latter is as effectual in law as the former; but a symbolic possession will apply as well to rights as to corporeal things. To give one familiar example among many; a debt not represented by any written title may be assigned. (I write under the civil law.) But the assignment does not of itself transfer possession to the assignee; that is only given by a notice to the debtor, and, until such notice is given the title to the debt is in one party, and the possession of it in