

my belief I did not. I knew the railway was coming somewhere about there, but where I could not say.

Mr. MACKAY :—(Maps exhibited showing course of railway in town of Westport)—It was well known that the railway would go in this direction and would pass this section, and you therefore went in the face of the letter of the Borough Council, and erected this store which you now claim for.

The COMMISSIONERS :—Did you erect this store in the face of such knowledge?—As regards the letter, I did not consider it anything.

But did you know that the survey had been made, and that the railway would pass the section?—I was not aware of it.

Then when you erected that building you had no knowledge whatever that the railway would pass the section?—I did not think the Government would require the section. They had left the right-of-way between the store and the wharf for some distance, and I do not think this section would be required.

Mr. MACKAY : Don't you think the Provincial Government of Nelson would have acceded to the request of the Borough Council?—I don't think the Provincial Government even took the slightest notice of the letter. They knew they had already dealt with the land.

Mr. MACKAY : You have no right to assume that at all. The General Government had the right to take that section at any time.

The COMMISSIONERS : You are now touching upon the legal right. Did you serve him with notice?

Mr. MACKAY : I served him with notice last year.

WITNESS : The store had been erected six or nine months. I erected it in February or March.

The COMMISSIONERS : How did you get section 52?—It was given to me for the section taken.

Mr. FISHER : But it was understood that the section given was not to interfere with the claim for compensation. The consideration was that Corr should allow the store to be removed.

Mr. MACKAY : The agreement between Corr and myself sets forth fully the arrangement between us. There is nothing whatever said about compensation one way or the other. Here is the agreement, witnessed by yourself :—

MEMORANDUM OF AGREEMENT.

" I hereby agree to accept from Her Majesty the Queen the sum of ninety pounds, being in full for the cost of removal of the premises or buildings now standing on section No. 47, Colliery Reserve, Westport, and of the goods stored therein ; and I further agree to remove the said buildings before the 20th day of January, 1875, to section 52, Colliery Reserve, Westport, and to occupy said section subject to whatever terms of rent and tenure as the General Government may hereafter determine.

" JOHN CORR.

" Witness to signature—

" J. Bickerton Fisher, Solicitor, Westport."

The COMMISSIONERS : You claim £900 as rental of the place for six years. That is at the rate of £150 a year. Who would have given you £150 a year?—I cannot say now, but I would have had no trouble in getting it.

What do you mean by good-will of the business?—It was a free store, which brought in a revenue of £300 a year.

Can you tell us what your receipts were?—I do not keep any account. I know some days I made £5 or £6, but it was not often I could make so much as that.

That would be in addition to your own business?—Yes.

When you rented the property from Bayfeild were you aware of the nature of Bayfeild's holding?—I was aware that it had been allotted to him by Mr. Commissioner Sharp.

Do you claim this sum as if you were giving up business in that locality, or are you claiming for the loss of your store?—I claim for loss of business. The store I have now is not of the slightest use as a receiving store.

Do you ever use it as a receiving store?—Yes.

Then you have not altogether lost your business?—No.

Then you claim for the difference in the value of the two places. If the Government gave you a section in lieu of the one taken, where is your damage?—In the former section I had 132 feet frontage, whereas now I have only 33 feet frontage.

Mr. MACKAY : Section 47 had only 33 feet frontage and 99 feet depth.

WITNESS : I have measured it, and I ought to know.

Mr. MACKAY : All the Wakefield Street sections have only 33 feet frontage.

The COMMISSIONERS : This claim, as you put it in, does not contemplate the utter extinction of your business. It is merely an allowance for the difference in the sites?—That is all.

Mr. FISHER : Do you remember Mr. Evans coming here?—Yes ; he made the new road.

Did he give you any notice that your section would be required?—No. The first notice I got was from Mr. Mackay.

Mr. MACKAY : I wish to state that section 47 was allotted to a person named Martin, by Mr. Commissioner Sharp, upon certain conditions none of which were ever fulfilled.

Mr. FISHER : I object to such statements as being very irregular.

Mr. MACKAY : These sections were to be cleared, and a building erected upon them of the value of £50, within six months after allotment.

The COMMISSIONERS : Where does that appear?

Mr. MACKAY : Mr. Sharp stated it at the meeting of claimants which he convened.

The COMMISSIONERS : Can you prove that?

Mr. MACKAY : I think any one can prove it who was present at the meeting.

Mr. FISHER : The statement is wrong.