

FORMERLY SECRETARY TO EXECUTIVE COUNCIL, CANADA. 11

fact, that when I claimed of the Government, in July last, the fulfilment of this guarantee, the situation I had surrendered was still vacant and at the disposal of the Crown; that the adjustment of my claims, the justice of which was impliedly admitted, was deferred till the *end of the year*; and that the filling up of the vacancy in the intermediate period must be taken as subject to and not as barring my right to restitution if my claim was not satisfied; and I would also solicit your Excellency's consideration of the fact, that when the patent for the situation I now hold was first accepted by me under the temporary administration of Lieutenant General Sir Richard Jackson, I expressly stipulated * that on ceasing to hold it I should be allowed to return to that which I before filled.

But there is still a fourth alternative in the power of Government.

The office given to me in exchange for that I surrendered, and in lieu of and as a security for a retiring allowance of 515*l.* a year, to which I was acknowledged to be entitled under the 4 & 5 W. 4. c. 24., is not only of no advantage to me, but is involving me in increasing embarrassment every day that I hold it, so that I am incurring debt to pay its expenses, and am in the degrading situation of being sued in a court of justice for the current rent of the building in which this public office is kept.

The Government declares its inability to redeem the guarantee under which I accepted the office, or to give me redress.

Reserving my claim and right to a full indemnity for the actual loss I have sustained by the nonperformance of the guarantee, as well as for the loss of those advantages which I should still have reaped from the office, such as it was, if it had not been made worse by the legislature after I accepted it, but before it went fully into operation, I claim to be allowed to surrender the office at the end of the present year, when my engagement with the officers of the department will have expired rather than be involved in worse ruin, and to receive, until an opportunity occurs for placing me in a situation equivalent to that I originally gave up, a retiring allowance on the established pension fund, or otherwise to the amount to which, by Mr. Secretary Murdoch's letter of the 23d August † 1841, I was declared to be entitled.

I trust that, a grievous wrong having been done me, I shall not be driven into the dilemma of suffering on the one hand daily increasing loss, of which no end can be seen, by retaining the office after the period above specified, or of sacrificing or being considered to sacrifice, on the other hand, my claims on Government for an equivalent or redress by divesting myself of it.

I am indeed informed in the Provincial Secretary's letter, that "my claim will be kept in view, to be considered as occasions may arise for benefiting me consistently with the public interests." If this assurance has reference to my hereafter receiving other appointments, the arrangement might answer for the future; but there is no appointment in the gift of the Crown in this province that could fully indemnify me for the sacrifice I have made, and the heavy losses I have already incurred, and am still daily subjected to, besides the responsibility which will attach to me for years after I have left my present office, to say nothing of the disgraceful position in which I am now placed, with a prosecution against me in the Court of King's Bench for rent of the building occupied as a registry office, and other expenses relative to that department. But supposing that I could afford to wait, and to continue making advances out of my private resources for the public use, and was content to receive, through other appointments in the public service, such an income as would in the process of years remunerate me for the past, your Excellency will allow me most respectfully to suggest, that if a solemn pledge given to me at the important period of the granting a new constitution to the country, and with a view of perfecting that measure, is not to be considered and fulfilled as sacred, I do not see what greater security can be given, that a general promise of ultimate good, such as that held forth in the Provincial Secretary's letter of the 7th instant, would not be subject to the same casualties and difficulties which are now considered as preventing the fulfilment of the stipulation formerly made to me. For your Excellency, with the best possible intentions towards me, which I never will doubt, may be advised, when an occasion for benefiting me occurs, that it is not consistent with the public interests to do so, or before any such opportunity shall offer your Excellency may have left the country, or other unforeseen circumstances may intervene to render the fulfilment of your intentions impossible, and in the meantime loss after loss would be allowed to accumulate till inextricable ruin overtook me and my family.

I have only, in conclusion, to entreat your Excellency's serious reconsideration of the case, as it stands not only in its general merits but as admitted and strengthened by Mr. Secretary Murdoch's letter of the 14th July last ‡, at which late date not only was the guarantee given to me recognized by the Government of your Excellency's predecessor, but my claim for indemnity for non-fulfilment of it was entertained as fit to be considered at a future fixed time, so soon as the contingency contemplated by the guarantee should have arisen, which period had passed when I laid my claim before your Excellency.

I have, &c.

(Signed) G. H. RYLAND.

His Excellency
The Right Hon. Sir Charles Metcalfe,
&c. &c. &c.

* See my official letter, 17th December 1840, in answer to Sir R. Jackson's circular of the 8th Dec. 1841. (Page 17. of this Paper.)

† Page 16.

‡ Page 20.