

"you have no means at your disposal of performing its stipulations, and that you are advised that a reference to the Provincial Parliament would be unsuccessful," I am compelled, by a sense of duty to my family, to bring the matter under your Excellency's further consideration, and I trust that your Excellency will receive it as an excuse, if not a justification, for my addressing myself directly to your Excellency, that my claim, as I view it, is one for the satisfactory adjustment of which I am not bound to look ultimately to any merely provincial authority.

My object is to lay before your Excellency several alternatives, any one of which I conceive that I am justified by the pledge given to me by Government in expecting that the Government will adopt. I shall state and ask nothing but what appears to me to be plainly consistent with and enjoined by those universal and unchangeable principles of rectitude and good faith the obligation of which is I believe as binding upon a Government as between man and man; and I am sure that I shall need no excuse with your Excellency, if, having sustained from Government an injury that brings me to the verge of ruin, I point out the mode of redress in the briefest, simplest, and most forcible terms consistent with the respect I owe and feel towards your Excellency.

I beg permission to premise a few observations upon an expression in the Provincial Secretary's letter, in which the guarantee given to me is described as being "Lord Sydenham's guarantee."

I respectfully submit that Lord Sydenham acted in the matter as something more than the mere administrator of provincial authority; that I had a right to look upon him as invested with extensive powers to carry through a great measure of the national senate and government, and that he acted as and was the representative of the Sovereign whom I also served; that therefore, on even viewing him as merely a provincial governor, his public acts became binding on those who should succeed him in the exercise of the same powers. That accordingly his two immediate successors in the administration have not only adopted but given effect to his acts in regard to me, so far as was then necessary, or for the advantage of Government; and that now his guarantee cannot, I respectfully submit, be converted into a leonine contract, of which I shall bear the whole ruinous loss, and the Government retain the whole advantage.

The Provincial Secretary's letter informs me that "your Excellency is advised that a reference to the Provincial Parliament would be unsuccessful."

I respectfully urge that a party with whom an agreement is made, and who has performed his part of it, has an indefeasible right to require of the other party who enjoys the benefit agreed upon to make every exertion and exhaust every expedient to fulfil his obligation, whatever may be the seeming probabilities of success or failure. But if I might be permitted to appeal to principles sanctioned by your Excellency's adoption, that human nature, the same everywhere, will ultimately yield to justice and reason calmly enforced, and that even those who have been in the wrong will ultimately, under that influence, put themselves right, it ought not to be supposed beforehand that the Provincial Parliament, not yet applied to on the subject, will reject a claim founded in justice and reason, especially when the filling the vacancy created by the guarantee of which I claim the fulfilment has been one of the measures of that policy, the adoption of which by your Excellency's predecessor has called forth an expression of confidence and satisfaction from the representatives of the people.

But should your Excellency decline adopting this course to obtain the means of doing me justice, I then pray that my claim may be brought in all its circumstances before her Majesty's Government, as one in which the faith, honour, and justice of the Crown are principally concerned, and inseparably bound up to procure me redress in some way or other. Here again it does not concern me, to whom the guarantee given has been ineffectual, to consider the probabilities of success, or to point out the way of redress; sufficient it is for me to know that the person who gave me the guarantee acted in that respect as the depositary of the authority of the Crown, that the stipulations entered into with me have not been fulfilled, and that his acts have not only not been repudiated by the Crown, but that the Crown now enjoys the benefit of the arrangement to which I consented when I was not compellable to do so.

And this leads me to the third alternative which it is in the power of Government to adopt, in order to do that simple justice which the case admits.

Whether the guarantee given to me is or is not likely to be affirmed and executed by the Provincial Parliament, whether it was or was not originally binding upon the Provincial Government through all its changes, or on the Crown, it has been carried into effect to my detriment. The situation I vacated to give effect to the views of the representative of the Crown has been filled up by the Crown; but it is still as much in the power and disposal of the Crown as the office of Commissioner of Crown Lands was in September last. Where an agreement of exchange is made and executed on one side, but broken on the other, the party who has received benefit by it is bound, I humbly conceive, by every obligation of force among men, to restore the thing he has received, if still in his power, with all the advantages that belonged to it when the exchange was agreed upon, whatever inconvenience or embarrassment it may cause him to do so, or whatever claims on the part of others it may bring upon him. If my case is one in which public justice, honour, and good faith are concerned, these considerations will not be overborne by reasons of inconvenience or inexpediency; and here I crave leave to call your Excellency's particular attention to the fact,