

conditions or understandings binding on Lord Sydenham, unless they had been subsequently assented to by his Lordship, which never appears to have been done.

That mode of calculation adopted by Mr. Ryland, resulting in Item 1, Schedule (A.), in Statement No. 1, founded on the supposition that the guarantee extended to an annual income of 1,030 L., I must consider quite inadmissible.

It would seem that at the time Mr. Ryland accepted the registrarship of Quebec, he must have thought the arrangement most advantageous for himself. He certainly must have entertained a more favourable opinion of its probable emoluments than did Lord Sydenham.

According to Item No. 1, Statement No. 2, put forward by Mr. Ryland as one mode of estimating the amount of compensation, half the emoluments he anticipated from the first year's receipts as registrar of Quebec would have amounted to 12,500 L., whereas Lord Sydenham, in his guarantee, contemplates the possibility of the emoluments of the registrarship of Quebec falling very far below those of the office previously held by Mr. Ryland, and therefore, up to a certain definite amount, guarantees him against loss. Had the system of registration and the division of districts remained as they were when Mr. Ryland accepted the registrarship of Quebec, it is very probable that office might have proved amply remunerative. It is evident that in consequence of a change in the law of registration, and the sub-division of the district, by which his office was limited to the county of Quebec, the emoluments of the office were materially reduced. But, however it is to be regretted that Mr. Ryland's expectations of the emoluments of the office were disappointed, that cannot extend Lord Sydenham's definite guarantee to one of a general and indefinite nature against the effects of changed circumstances and changed legislation. The Item 1, Schedule (E.), in Statement No. 2, must, I think, be put aside altogether.

You will perceive, sir, in Statement No. 1, an Item 2, made up from Schedule (B.), in which Mr. Ryland claims a very large sum as compensation for losses alleged to have been sustained by him in consequence of the great expenses and small returns of his office, and the non-fulfilment of Lord Sydenham's guarantee. Had I considered this item one which I could properly take into account within the instructions under which I was acting, I should have required a much more detailed statement, and a minute investigation of each particular case, in order to ascertain the necessary connexion of each specified loss with Mr. Ryland's official circumstances.

This course I did not adopt, because, although from a most unfortunate concurrence of circumstances (among which may be included the disappointment in the value of his offices, and delay in obtaining any redress from the Imperial or Canadian Governments), Mr. Ryland may have been embarrassed in his private affairs and suffered loss, still, in ascertaining what may be due under the guarantee of Lord Sydenham, I do not consider I can properly entertain such a claim. That guarantee is for a specified amount, beyond which neither its terms or meaning reach.

When one man guarantees the payment of a certain sum of money to another, and that payment is delayed beyond the time agreed upon, he is bound to make good the payment, with interest; but he is not, beyond this, bound by such guarantee to answer for everything which may have incidentally befallen the creditor from the non-payment at the time.

For these reasons, I have not felt justified in taking this item into account. Having thus disposed of these claims, as put forward by Mr. Ryland, I proceed to state the principle on which it appears to me the amount due to Mr. Ryland, under Lord Sydenham's guarantee, should be ascertained, and the result of the application of that principle. I have already stated what appears to me the plain and obvious construction of that guarantee, viz., to secure to Mr. Ryland a clear annual income of 515 L. currency. It was therefore necessary to ascertain, in each year since the giving of the guarantee, whether the profits of his office have been equal to that amount; and if not so, how much has been the deficiency. Wherever there has been such deficiency, I think Mr. Ryland should be allowed such an amount as would have made up his income for the year to 515 L., and interest on such amount from the end of each year. Mr. Ryland has received, since his relinquishment of the office of Clerk of the Executive Council, the annual sum of 111 L. from the Canadian Pension Fund, which I think ought, *pro tanto*, to be taken as fulfilment of the guarantee. This payment did not commence till 1845, when three years' arrears were paid; and I think Mr. Ryland should be allowed interest on 111 L. for those years. This allowance seems to have been suspended from the end of 1845 till the commencement of 1851, when the arrears were paid; and I think interest should be allowed for that period. In ascertaining the amounts of annual receipts and expenditure in the offices held by Mr. Ryland at Quebec and Montreal, I have been of necessity obliged to rely on the returns made to the Canadian Government and the books of the offices; nor have I the least reason to doubt the correctness of the statements derived from these sources.

In the course of the various discussions of this case it has been alleged by some that the expenses of the offices have been too great, while others have not deemed them greater than were required, and have borne testimony to the correctness of the system established by Mr. Ryland, and the efficiency of the manner in which that system has been carried out. This would have been a question of very considerable difficulty for me to determine, had I deemed it necessary to do so, and especially to determine (if there had been an excess of expenditure) the precise amount of such excess. Considering, however, that there is no cogent evidence of such excess; that, if such excess ever existed, it could have been of no benefit to Mr. Ryland, and would tend rather to increase than impair the efficiency of the office;