

as Lord John Russell admits, he might have retained. He had no wish to get rid of it and had therefore a right to attach conditions to its surrender, and it was for Lord Sydenham or his successor, who wanted the office, to accept or reject these conditions.

The Under Secretary of State, however, entirely ignores this important feature in the case, and jumping at once *in medias res* he accounts for the want of a reply to Mr. Ryland's official communication of the 3rd September, 1841, by the fact of Lord Sydenham's accident, and, with that peculiar obliquity which sometimes afflicts gentlemen of Mr. Merivale's honourable profession, he conveniently loses sight of Mr. Ryland's subsequent communication to Lord Sydenham's successor of the 17th December, 1841, in which he reiterates the conditions under which he is willing to complete the arrangement for the surrender of his office, the Income of which he continued to enjoy.

Now as according to Mr. Fortescue's own words it takes two parties to make a bargain, it is absurd to argue that in a transaction between two parties where one was in possession of and might have retained a thing which the other wanted, the guarantee or offer of a consideration on the part of the one wanting could be binding on the other without his expressed consent.

The terms of acceptance then of Mr. Ryland, the party of the second part, closed the transaction. The proof of this is found in the fact that the Provincial Secretary's letter of the 23rd December, in reply to Mr. Ryland's of the 17th raises no objection to the conditions of acceptance which were thus implicitly admitted. But in order to remove any doubt in regard to the real nature of the affair, Mr. Ryland, on the 23rd of August, when the transaction was still fresh in the memory of Mr. Murdoch, addressed the following letter to him as the living witness and Agent employed in the business by the representative of the Sovereign desiring his evidence on the point now at issue.