

A P P E N D I X.

CHIEF JUSTICE CARTER'S AWARD.

To the Right Honourable *H. Labouchere*, one of Her Majesty's Principal Secretaries of State, &c. &c. &c.

Sir,

In compliance with instructions received from you through his Excellency the Lieutenant-governor of New Brunswick, I proceeded to Canada for the purpose of "examining and reporting upon the fair amount of compensation which would be due to Mr. Ryland under the terms of Lord Sydenham's guarantee."

While there I received from his Excellency the Governor-general and the public officers every facility for procuring such information as I required. I have examined, I believe, all the written documents relating to this matter during the last 15 years.

In personal interview, I heard all that Mr. Ryland wished to state in furtherance of his claims, and I received from him two statements of the modes which he thinks would be proper for estimating the compensation due to him. These will be found annexed to this report (Statement, No. 1, and Statement, No. 2.)

I required from him a statement of the annual expenses and emoluments of the registry offices of Quebec and Montreal, during the time they were held by him, which has been made up partly from returns made to the Provincial Government, and, where those were wanting, from the books of the registry office. This statement I also annex (Appendix).

The circumstances of Mr. Ryland's case have been so often brought under the notice of yourself and your predecessors, that I deem it unnecessary to enter into them at any length, more especially as the basis of my report is the guarantee given by Lord Sydenham in 1841, as an inducement to Mr. Ryland to relinquish the office of Clerk of the Council.

This guarantee is in the following terms: "In regard to the Registrarship of Quebec, his Excellency will be prepared to appoint you to that situation whenever the ordinance under which it is created shall be brought into operation, and in the interval you will continue to receive the salary attached to the office of clerk of the council. But as it is possible that the emoluments of the registrarship of Quebec may fall very far below those of your present office, his Excellency is willing to guarantee to you an income equal to the sum to which you would be entitled as a retiring allowance, were your employment in the public service altogether discontinued. Assuming your income, on an average of the last three years, to be 1,030 *l.* currency, and your length of service as a public officer to be 24 years, you would be entitled, under the scale established by the 4 & 5 Will. 4, c. 24, to a retirement equal to one-half your emoluments, or 515 *l.* currency. That amount, therefore, his Excellency is willing to guarantee to you by making up your emoluments from the employment in the public service which may hereafter be assigned to you to that extent, should they be insufficient of themselves to do so. Should they exceed it, you will, of course, be entitled to the excess."

The construction of this guarantee is perfectly clear and free from any doubt. It guarantees to Mr. Ryland an annual income of 515 *l.* currency, to be derived from the emoluments of some public office, or to be made up from some other source, in the event of these emoluments not being equal to that amount, and in furtherance of such guarantee the registrarship of Quebec is offered to Mr. Ryland.

Mr. Ryland appears to take a different view of this guarantee, considering that the terms of his letter, accepting the registrarship of Quebec, should be incorporated into it. In that letter he says, "In regard to the registrarship of Quebec, I have to request that you will convey to his Excellency my acceptance of this office, but with the perfect understanding that in the event of its not proving nearly equal in value to my appointment of registrar and clerk of the Executive Council, the sum guaranteed is not to be considered as compensation in full, either for the loss of that office or of my claim upon Government."

Considering his acceptance of the office, with the "understanding" thus expressed by himself as introducing that "understanding" into Lord Sydenham's guarantee, Mr. Ryland, in Statement No. 1, estimates the amount of his claim for compensation, on the supposition that the annual income of 1,030 *l.* was guaranteed to him by Lord Sydenham.

In this, I think, he is entirely mistaken. Lord Sydenham's proposal was plain and definite. It was for Mr. Ryland to accept or refuse it as he might have thought expedient, but he could not accept it on totally different conditions or understandings, and make these