

Imperial Government, that in this capacity and without advice of the local Government, he dealt with an Imperial officer for Imperial purposes, and consequently had no right, as he certainly had no intention of conferring a benefit on the Province at the expense of an individual, who, acting in good faith, confided in the honour of the Crown he represented. And here it may be allowable to quote an expression of Lord Sydenham's, a few days before his death, to Mr. Montizambert, the Assistant Secretary, whose place he also required. I am sent out here, said His Lordship, for the purpose of carrying out some measures of reform, and it is not my intention nor is it the practice of the English Government to carry out measures of this kind at the expense of individuals.

Mr. Fortescue afterwards proceeds to state that a proposal having been made by the Noble Lord, the Member for London, that the matter should be referred to a distinct and impartial Arbitration, the person chosen for this duty was Chief Justice Carter of New Brunswick, and that though Mr. Ryland did not give in any written statement of his claim, yet he acted very fully on the proposal, and put into Chief Justice Carter's hands such papers and information as he thought proper, and that when that gentleman gave his award Mr. Ryland accepted it and took the amount so awarded.

Here again are assertions in direct opposition to facts which should have convinced the House of Commons of the necessity of a Committee to investigate the case.

Not only did Mr. Ryland give in a written statement of his claims, but it forms a part of the appendix to Mr. Carter's report which was printed by order of the House.

Mr. Ryland also placed in that gentleman's hands papers and information shewing the losses to which he had been subjected by the nonfulfilment of Lord Sydenham's arrangement with him which Mr. Carter states he was "prevented from entering into by the nature of his Instructions from the Colonial Office."

Then as regards the £9,000, one moiety only of it was paid about a year after the report was made, which Mr. Ryland's necessities compelled him to take under a distinct