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DEBATE

IN THE

House of Commons

ON

MR. RYLAND'S CASE,

WITH

DOCUMENTARY EVIDENCE AND MEMORANDA REFUTING
MR. FORTESCUE'S STATEMENT.

"Non enim tam Auctoritatis in disputando quam rationis momenta querenda sunt."

Montreal :

PRINTED BY JAMES STARKE & CO., No. 59 ST. FRANCOIS XAVIER STREET.

1860.

Henry J. Morgan

DEBATE

By Mrs. Kaulbach
IN THE

House of Commons ¹⁹⁰¹

OR

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WITH

**DOCUMENTARY EVIDENCE AND MEMORANDA REFUTING
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1860.



PREFATORY REMARKS.

It is a notorious fact, reflecting no credit on the authorities at home, that, with the exception of the favoured class who openly revolted against Her Majesty's authority, a British Colonist arriving in England labours under greater disadvantages than the subjects of any other power.

If he has a claim on the Government for services rendered, heaven pity the poor man. He is received with chilling coldness and marked discourtesy by the Minister whose duty it is to protect him, and at once becomes an object of rabid hostility to all the subordinates of the different Departments in Downing Street, who take every opportunity of impressing upon him that he is not entitled to the same privileges or justice as other Her Majesty's subjects born or residing on the banks of the Thames.

The case of Mr. Ryland affords no exception to the general rule, further than that he had the good fortune to enlist the sympathy of a nobleman, —conspicuous among his Peers for birth, talent and great goodness of heart—whose influence and representations procured for his claims a consideration which, with justice only on his side, Mr. Ryland might long have sued for in vain.

But even this powerful support, it will be found, was insufficient to protect Mr. Ryland against the malevolent and obstructive influence of an individual who, occupying the post of legal fence to the Colonial Department, has brought

infinite discredit on Her Majesty's Government throughout the whole of the North American Provinces.

It was on a brief drawn up by this person that Mr. Fortescue—only three hours after he had written to Mr. Gregory, saying that the Government had not made up their minds whether they should grant this Committee—made his statement, going over, with slight embellishments, the same objections which had been so fully refuted by the Duke of Argyle, in his correspondence with Sir John Pakington, and winding up with the astounding declaration that he had been authorized by Mr. Murdoch to make an assertion in direct contradiction to that gentleman's written evidence on the subject.

That the House, under the influence of such a statement, made by Mr. Fortescue, in his official capacity, should have been carried away, and led to an adverse decision on Mr. Gregory's motion for a Committee, is not to be wondered at. Mr. Ryland's own friends, including Mr. Bouverie, who had kindly consented to second the motion, were deceived, and voted against him.

Mr. Ryland utterly disclaims any intention of accusing Mr. Fortescue of any wilful perversion of truth, or of taking advantage of his official position, for the mere purpose of influencing the House, by a statement at variance with facts; nor is it his purpose here to comment on his uncourteous conduct to the Member in charge of the motion on that occasion.

But what he does complain of is, that neither he nor His Grace the Duke of Newcastle condescended to go personally into the case with him or Mr. Gregory, which, considering that the claim

was one involving the honour of the Crown, he had a right to expect.

Had they done so, instead of adopting the version of Mr. Merivale, Mr. Ryland feels assured they would have revolted at the bare idea of evading the question by a sleight-of-hand or exercise of official authority.

In concluding these prefatory remarks, Mr. Ryland would refer to the memorandum and correspondence appended to Mr. Fortescue's statement, as fully refuting every argument used by that gentleman against his claim.

DESPATCH FROM LORD JOHN RUSSEL.

(Copy.)

Downing Street, 20th July, 1855.

No. 52.

SIR,

The attention of Her Majesty's Government has again been called to the case of Mr. G. H. Ryland, formerly Clerk and Registrar of the Executive Council of the United Province of Canada.

This case has been repeatedly brought under the consideration both of the Imperial and of the Colonial Governments, but no decision has been arrived at which can be considered satisfactory; because, whilst both Governments have admitted that the claims of Mr. Ryland have in themselves a just foundation, each of those Governments has contended that the obligation of satisfying those claims rests with the other.

In 1846, the case was very carefully investigated by a Committee of the Colonial Legislature appointed for that purpose. The report of the Committee was—"That Mr. Ryland's claims, the justice of which has been recognized by the late Governor General Lord Metcalfe, ought not to be overlooked; and that he has a right to expect that the contract entered into between him and the Government, of which he has performed his part, should be carried out according to its terms; or, as that may now be impossible, that he should be fully compensated for the non-fulfilment thereof."

In the same year, Lord Grey, then Secretary of State for the Colonies, replied to an address founded on this Report, that "neither he nor his predecessor disputed Mr. Ryland's claim to compensation for whatever loss he may have sustained by the surrender of his office of Clerk of the Executive Council;" and "Lord Grey directed Lord Cathcart, then Governor General, strongly to urge on the House of Assembly the necessity of their providing for the reasonable compensation of the claimant."

It appears, therefore, from these, as well as from other facts connected with the case, that Mr. Ryland has failed hitherto in securing the satisfaction of his claims, not from any dispute as to their justice, but from difficulties in adjusting the manner in which compensation should be found.

Considering the peculiar circumstances under which Lord Sydenham was sent as Governor General of Canada, and the large powers with which, for special purposes, he was invested, Her Majesty's Government are prepared to admit that the promise

which he made, he had sufficient authority to make. * They admit, farther, that that authority came from the Imperial Government and belonged to his position as representative of the Crown. On the other hand, it will not be disputed that the arrangement which he proposed to Mr. Ryland, and which that gentleman was induced to accept, was one exclusively connected with Colonial affairs, and that whatever advantages attended, or were expected to attend it, were derivable by the Colony alone.

The peculiarity of Mr. Ryland's case does not depend wholly on the specific written promise given by Lord Sydenham. It is farther distinguished by the circumstance that that promise was given in order to induce Mr. Ryland to take a step which, on the faith of that promise, he did take, and which, otherwise, he would not have taken. He was induced to resign an office of which he was in actual possession at the time. † Thus the loss to which he has been since exposed has arisen, not merely from disappointed expectations, but from the sacrifice voluntarily made of advantages which he had actually enjoyed, and of which he might have retained possession.

It cannot be satisfactory either to the Imperial or to the Colonial Government that an individual should be placed in such a position from such a cause; and Her Majesty's Government hope that the Colonial Government will readily co-operate with them in finding a solution of the difficulty which has hitherto impeded a satisfactory settlement of the case.

It appears to Her Majesty's Government that this object would be best attained by the appointment of a commission to examine and report upon the fair amount of compensation which would be due to Mr. Ryland, under the terms of Lord Sydenham's guarantee.

Should it appear from their report that a certain amount of compensation is still due to Mr. Ryland, Her Majesty's Government would be prepared to propose to Parliament to share equally with Canada the burden of providing for the payment of that amount to Mr. Ryland.

I have, &c.,

(Signed,)

J. RUSSEL.

Governor

EDMUND HEAD, Bart., &c., &c.

* Particular attention is directed to this and the following passage.

Lord John Russel having gone into the Colonial Office for the express purpose of enabling the Governor General to carry out the Act of Parliament for reuniting the Canadas, his evidence is conclusive, not only as to the authority vested in Lord Sydenham, but as to the liability of the Imperial Government, to redeem the promises and expectations held out to Mr. Ryland by their Agent.

† It is compensation for this loss which Mr. Ryland claims of the hands of the British Government, with whose Agent he treated for the surrender of his Office.

CASE OF MR. RYLAND.

HOUSE OF COMMONS,

TUESDAY, July 5th, 1859.

MR. GREGORY—Sir,—I deeply deplore that the duty of bringing forward this motion for a Committee to enquire into the case of Mr. Ryland should have devolved upon me. I am sorry on account of Mr. Ryland, because I think it would have been dealt with far more satisfactorily by the gentleman who brought forward this motion in the late Parliament, and I am also sorry because the circumstance of its having devolved upon me to bring forward this motion has arisen from the fact of that gentleman being no longer a Member of this House. I am certain there are many here present who remembered the industry and ability which were shewn by that gentleman. I refer to Capt. Vivian. Now Sir, the way in which this motion has come into my hands I am about shortly to state. When Capt. Vivian found that he was to be no longer a Member of this House, he wrote to me, as a friend, enclosing certain papers connected with the case of Mr. Ryland; and begging of me, if I saw that Mr. Ryland's case was one of extreme hardship, to take his place and to bring the entire question before the House. I knew nothing, Sir, of Mr. Ryland, at the time; but I did look over these papers, and I am bound to say that I do consider this case to be one of the most extreme injustice. And though I am averse at all times to bring a case of individual grievance before the House—though I think such a course ought, if possible, to

be avoided ; yet I must say that when a case of gross injustice has been existing for so long a time as this has been suffered to continue, and when I see that I can have recourse to no other tribunal than the House of Commons—then, I think, I am perfectly justified in asking for a Committee of Enquiry to investigate, to give a verdict, and, if possible, to effect a settlement, once and for all, of this most distressing case.— (Hear.) Now Sir, I will enter, as briefly as I possibly can, into the circumstances connected with Mr. Ryland's claim, and as they extend over a period of upwards of eighteen years, I trust the House will bear with me in my endeavors to make this case as clear as possible. So far back as the year 1841, Lord Sydenham, then Lord High Commissioner of Canada, being intent on effecting administrative reform on the union of the two Provinces of Upper and Lower Canada, communicated with Mr. Ryland, who, at that time, held the office of Clerk of the Council, his desire that Mr. Ryland should surrender that post. The office was a patent office, and its emoluments, which were derived partly from fees, amounted to £1030 a year, and by the provisions of the 4th and 5th of Wm. IV., Mr. Ryland was entitled to a retiring allowance, on being removed from the post which he then held, of £515 per annum. Mr. Ryland replied that he did not wish to be any impediment in the way of Lord Sydenham's reforms ; but he stipulated at the time, that on the surrender of his office, he should either be remunerated with an office equal in amount to the one he then held, in regard of emoluments, or that he should get due compensation for any loss which he might sustain. Lord Sydenham, in return, offered him the Registrarship of the District of Quebec ; but intimated, at the same time to Mr. Ryland, that he was willing to guarantee to him that he would make good all the deficiency that might arise under the new office, so far as the amount to which he would be entitled on his retiring allowance was concerned, viz., £515 per annum. Lord Sydenham added, however, at the end of his letter to Mr. Ryland :—
 “ Should the emoluments arising from the employment

which may hereafter be conferred on you exceed this amount, you will be, of course, entitled to the excess." Lord Sydenham very properly made this stipulation, as the office which he was about to confer on Mr. Ryland was an office that, if it had been continued to Mr. Ryland in the condition in which it was given to him by Lord Sydenham, would have proved to have been of very considerable value. It was an office, the emoluments of which were derived from fees ; and both Lord Sydenham and Mr. Ryland, I believe, were perfectly aware that if, as I say, the office had been given, or, rather, had been continued to him as it stood at the time it came into his possession, it would have produced to him, in the course of the first year, a very considerable sum of money, amounting to no less than £20,000. Lord Sydenham was, therefore, perfectly justified in making the stipulation that Mr. Ryland should possess whatever might exceed the amount of the retiring allowance of £515, inasmuch as Lord Sydenham was fully of opinion, as well as Mr. Ryland, that any deficiency which might hereafter arise between the amount of his former salary and the amount which he then enjoyed, he would have amply recompensed by the large sum which he would derive in the first year of his new office. One thing, at all events, is perfectly clear, —that if Mr. Ryland had stood on his rights, he might have called on Lord Sydenham at that moment to have dismissed him from his office, and he might then have retired upon £515 per annum for the remainder of his life. Well, the proposition was made to Mr. Ryland, and Mr. Ryland replied and accepted the office of the Registrarship of Quebec, *with the perfect understanding that in the event of that office not proving nearly equal to the profits of his former post of Registrar or Clerk to the Council, the sum guaranteed was to be considered as compensation in full, either for the loss of that office, or as affecting the other.* Mr. Ryland forwarded a letter in which these views were distinctly set forth. There was no reply whatever given to this letter on the part of Lord Sydenham. But the House will observe, from the whole^d tenor of these conversations, that it was

Lord Sydenham's full intention, from the beginning to the end, that Mr. Ryland, in consequence of the wish which he had so freely shewn to oblige the Government, should be placed in possession of an office fully equal in emoluments, in one shape or the other, to the office which he had relinquished. Allow me now to call attention to a letter written by Mr. Murdoch, the Chief Secretary to Lord Sydenham, which gives a sort of inkling as to the views which his Lordship entertained of this transaction. That letter contained a paragraph to the following effect :—" Having notified to His Excellency your willingness to accept the Registrarship of Quebec, His Excellency will be prepared to appoint you to that situation whenever it shall have been created by the Legislature ; and in the interval you shall continue to receive the salary attached to the office of Clerk of the Council." That was to say, until he was placed in the new office, he was to receive the full amount attached to the office which he had vacated, namely, £1030 per annum. Lord Sydenham died while these negotiations were going on, and Sir R. Jackson shortly after came out in his place. Mr. Ryland, in order that there might be no mistake about the matter, made the same complaint to the new Governor, and here is his letter to that effect, dated the 17th December, 1841 :—" Having already stated to His Excellency the late Governor, my willingness, under certain conditions, to accept the office in question, I take it these conditions must be considered as binding." No answer was again returned to this communication. But it is perfectly clear that Mr. Ryland made his terms with Lord Sydenham—which I consider were exactly in accordance with the letter of Mr. Murdoch—that he repeated these terms, and made the same application to Sir R. Jackson ; and again subsequently to Sir Charles Bagot, and that in no case was his appeal questioned or contravened. He surrendered his post of £1030, and accepted the office of Registrarship of Quebec. But hardly had he entered into that office when he found that his condition was entirely changed. By an Act of the House of Assembly, introduced by the Gov-

ernment, the clause on which Mr. Ryland relied mainly—in fact, on which he relied altogether for bringing in those fees, which both he and Lord Sydenham had originally contemplated—was repealed and done away with. A certain class of fees were exempted from the operation of the law, and were not required to be registered; and, in the year 1843, the office itself was contracted, from being the Registrarship of the District of Quebec, to be merely the Registrarship for the County of Quebec. Against this, Mr. Ryland very naturally protested, and from the year 1841 to the year 1850, that gentleman was perpetually engaged in protesting against the injustice to which he had been subjected. The Colonial Government acknowledged that Mr. Ryland was most unjustly treated; but they threw the responsibility on the Imperial Government. The Imperial Government also acknowledged that Mr. Ryland had been most unjustly treated; but they threw the responsibility on the Colonial Government. In the mean time, during these several years that Mr. Ryland was engaged in pressing his claim, the amount of salary which he received was almost nominal; in some years, in fact, he was actually out of pocket, by the expenses of the office which he had undertaken. So far as acknowledgements and condolence went, Mr. Ryland received them both in abundance from the Colonial as well as the Imperial Government; but Mr. Ryland wanted something more substantial than acknowledgements—he wanted restitution. In the year 1846, Mr. Ryland succeeded in obtaining the appointment of a Committee, to whom the circumstances were referred for investigation; that Committee reported entirely in favor of Mr. Ryland, and the question was then referred to the House of Assembly. The House of Assembly, however, refused to take on itself the responsibility of indemnifying Mr. Ryland for the loss which he had sustained, because that body considered it to be an Imperial question. But, at the same time, while they refused themselves to be bound by the acts of the servant of Lord Sydenham, they passed a unanimous resolution in favor of the claim of Mr. Ry-

land; and acknowledged the hardship to which that gentleman had been exposed. Lord Grey was, at the time, Secretary of State for the Colonies; and Lord Grey wrote a despatch in which he confuted the reasoning of the Colonial Government, and threw the responsibility on them. Mr. Ryland then passed from pillar to post, from the Colonial to the Imperial Government, and back again from the Imperial to the Colonial Government, and this state of things continued till the year 1850. In that year Mr. Ryland was enabled to bring his case under the consideration of Lord Lyndhurst. Lord Lyndhurst took it up most warmly and earnestly, and it was his intention to have brought the matter under the consideration of the House of Lords; but, in consequence of indisposition, Lord Lyndhurst was unable to fulfil that duty, and the Duke of Argyle took it up in the warmest, and, I may say, generous manner. On the 18th of May, 1850, the Duke of Argyle brought forward a series of resolutions before the House of Lords; and as these resolutions were carried, and as they expressed the opinion of the House of Lords on the unworthy and unfair treatment which Mr. Ryland had been receiving, I shall read the three resolutions that were adopted. These were the resolutions passed by a vote of the House of Lords, although they were opposed by the Government:—

“That it is the opinion of this House that the case of George H. Ryland, as set forth in his petition, is one of great hardship and injustice.”

“That it appears, from the papers laid on the table of this House, that this hardship and injustice have been acknowledged, both directly and indirectly, by successive Governors General of Canada, by both Provinces of the Legislature of that Colony, as well as by the Imperial Government.”

“That it is the opinion of this House that the claim of the said George H. Ryland, which it appears was officially acknowledged, ought not to be overlooked; and that the said George H. Ryland has a right to expect that the agreement made between himself and the Governor General of Canada—of which he has performed

his part—shall be carried into effect according to the terms of that agreement ; or, as that is now impossible, that he shall be fully compensated for the non-fulfilment thereof.”

Lord Grey, on the part of the Government of the day, opposed the resolution, which was supported by Lord Derby, who pronounced the case to be “one of gross and grievous hardship;” it was also supported by Lord Brougham and by Lord Glenelg, who declared that “in his opinion this case was one of clear and *entire Imperial responsibility*, and that the Colonial Legislature had nothing to do with it.” But, as Lord Grey continued to be Colonial Secretary, nothing came of these resolutions passed by the House of Lords, in May, 1850. In the year 1852, however, a change of Government took place, and the Right Hon. Baronet the Member for Droitwich became the head of the Colonial Department. In the course of that year, the Duke of Argyle opened a correspondence with the Right Hon. Baronet ; and I must say, with regard to that correspondence, that it is as able a one as ever I read, and that those letters are well worth reading in themselves *as models of perspicuity and reasoning*. The Right Hon. Baronet, at first seemed to consider that there were insuperable difficulties in the way of dealing with this case ; but at last, with a candour which really does him credit, he acceded to the reasoning of the Duke of Argyle, and acknowledged that a full recognition of Mr. Ryland’s claim against the Provincial Government was the only course that could be adopted. The Duke of Argyle took an entirely different view. The Duke argued, and, in my opinion, argued most justly, that this was an Imperial responsibility ; and the Duke of Argyle shewed that at the time when Mr. Ryland was pressing his case on the Legislature, there was a fund in existence which was provided expressly for the purpose of dealing with cases of this kind. This fund, amounting to £5000 a year, had been reserved by the Colony for this purpose, but was surrendered, by Lord Grey, to the Colonial Government ; and, consequently, the Crown had no longer the power to obtain remuneration

for Mr. Ryland out of that fund, as they might otherwise have done. And when this fund had been once surrendered to the Colonial authorities, and when no terms had been made with them on behalf of a servant of the Crown—that being the light in which they regarded Mr. Ryland—the Colonial authorities were of opinion that they had nothing more to do with the matter. The Minister had surrendered the fund unreservedly to them, and as the representative of the Crown of England had not provided for any emergency which might arise; and, therefore, the Duke of Argyle contended that the responsibility of any such provision should rest on the Imperial Government. However, in spite of the acknowledgement of Sir John Packington, nothing further was done in the case till the year 1854, when the Noble Lord the Member for the City of London succeeded to the seals of the Colonial Office. The Noble Lord the Member for London saw at once how the matter stood, and determined to act with promptitude and precision in this case of grievous hardship. He communicated, without delay, with Sir Edmund Head, and as the dispatch which was forwarded concedes the whole of the position which I wish to establish with regard to this case, I shall trouble the House by reading an extract from it:—The Noble Lord the Member for London says: “Considering the peculiar circumstances under which Lord Sydenham was sent as Governor General to Canada, and the power with which, for special purposes, he was invested, Her Majesty’s Government are prepared to admit that the promise which he made, he had sufficient authority to make; and they will admit further that that authority came from the Imperial Government, and belonged to his position as representative of the Crown. On the other hand, it cannot fail to be acknowledged that the arrangement which was proposed to Mr. Ryland, and which he was induced to accept, was one exclusively connected with the Colonial affairs; and that whatever advantages were derivable from it were derivable by the Colony alone.” The despatch goes on to say that “the peculiarity of Mr. Ryland’s case is that it does

not depend wholly on the promise of Lord Sydenham, but is further distinguished by the circumstance that the promise was given in order to induce Mr. Ryland to take a step, *which on the faith of the promise he did take, and which otherwise he would not have taken.* He was induced to resign the office, of which he was in actual possession at the time; and thus the loss to which he has since been exposed has arisen—not merely from disappointed expectations, but from a sacrifice voluntarily made, of advantages which he had actually enjoyed, and of which he might have retained possession.” The Noble Lord the Member for the City of London then proposed that a Commissioner should be appointed to enquire into the case of Mr. Ryland, and Chief Justice Carter was appointed for the purpose. He examined and he went into it up to a certain extent, and he reported that up to that time—the time being fixed by the date at which he made his report—a sum of £9000 was due to Mr. Ryland. Here is the proof that, for 14 years, that gentleman had not been advancing unjust demands; here is the proof that, for 14 years, he had been treated with the greatest hardship and injustice, or rather mockery of justice—simply because he, as a believer in the honor and in the promise of the British Lord High Commissioner, had shewn his readiness to oblige that Lord High Commissioner by assisting in his own person to carry out the arrangements for the benefit of the Province of Canada. Now, Sir, the case from this day forth assumes a different aspect. The £9000 has at last been paid. “But,” says Mr. Ryland, “you have done something, but you have not done all. You have made restitution, but you have not restored all. I stand on my original agreement which I made with Lord Sydenham at the time when I accepted the Registrarship of Quebec. I might, at that period of my life, have had my retiring allowance of £515 per annum; and, therefore, do you think it possible that I should have taken an onerous and responsible office at the same amount, unless there had been other advantages held out to me?” Mr. Ryland says also, with regard to Chief Justice Carter’s

“award,” as it is called, but which I do not recognise by that name, viewing it rather in the nature of a report—Mr. Ryland says: “I demur altogether to the basis of that report.” And Mr. Ryland takes exactly the same view of Chief Justice Carter’s character in these proceedings, as Chief Justice Carter does himself. He writes to Mr. Ryland to this effect: “I was not an arbitrator mutually chosen by Her Majesty’s Government and yourself; but a mere Commissioner or Agent appointed by the Secretary of State, for the purpose of reporting what amount might appear due to you under Lord Sydenham’s guarantee. And my report, I suppose, is not binding on anybody.” Mr. Ryland demurs to the basis on which this report was founded, and he demurs to the basis of the enquiry itself, which went solely as to the amount of loss which he had sustained under the £515 guarantee. Mr. Ryland says: “judging from the context, judging by the inference which you should draw from the letters that I have laid before you, and the facts which I have stated—your calculations ought to have been based on the full amount of the office I have surrendered.” It is perfectly clear, from the fact of Lord Sydenham’s having conceded to Mr. Ryland the full salary of his office, between the time of his relinquishing the first post and being appointed to the second, that it was Lord Sydenham’s intention to guarantee to him the whole amount of that first official salary. It is also perfectly clear, from the context, that Lord Sydenham expected there would be a surplus from his new office beyond the £515 which he had given him; and it is also perfectly clear to me, as the sun at noon day, that no man in his senses would have surrendered a pension of £515 per annum, with nothing whatever to do for it, to take on himself a laborious and responsible post for the rest of his days without a farthing of additional remuneration. I may illustrate the case by an example taken from private life. Supposing any gentleman in this House succeeded to a property, and that he found a rent-charge had been placed in favor of some old servant connected with his predecessor; do you think that he would have the

face to come to that man and say to him, "I wish you would surrender that rent-charge to me; if you do, I will give you a laborious and responsible place of exactly the same amount, for the rest of your life?" That is precisely the case of Mr. Ryland; but I will not deal any more with inferences and parallel cases. I am prepared to call into Court a living witness of the whole transaction. The four successive Governors General of Canada who succeeded Lord Sydenham, have passed away from among us; but there remains still alive one gentleman who was a witness to all that took place, and who was a most prominent actor in the whole of this transaction—a gentleman who is perfectly impartial, who has no feeling for Mr. Ryland beyond the feeling of justice which one man has for another. That gentleman is Mr. Murdoch, the Colonial Secretary to Lord Sydenham, who wrote this letter, who is alive at the present moment, and who is prepared to testify and give evidence before you—if you will receive that evidence—that he (Mr. Murdoch) is entirely of opinion that Mr. Ryland's views of the case is the correct one, and that the basis on which Chief Justice Carter has made his report is an unjust one. I am not advancing anything which I am not prepared to give evidence of—here is the letter which Mr. Murdoch, the Secretary to Lord Sydenham, wrote to Mr. Ryland; it is dated the 17th September, 1844:—

"I have always thought and felt that yours was a case of peculiar hardship. I have never failed, when I had an opportunity, to say so; and to bear testimony to the correctness of your interpretation of the agreement between yourself and Lord Sydenham."

Vide also Mr. Murdoch's letter of the 7th July, 1859, where he speaks of the amount of guarantee as the minimum, not the maximum, income as stated by Mr. Fortescue, in his reply.

Now, Sir, I ask—when you have a chief actor in this transaction ready to appear before a Committee of this House, ready to appear in a case in which your honor is at stake—ought you not to hear the evidence of this impartial gentleman? Mr. Ryland has two claims to be enquired into, if the Committee which I propose, be granted. The first claim is, as to what is the proper view that should be taken of the original agreement with Lord Sydenham? The second claim is

whether Mr. Ryland be not entitled to interest on the sum of money that was adjudged to him by Chief Justice Carter, from the day on which that adjudication was made? For it is perfectly clear that if that adjudication had been made on the 5th day of July, Mr. Ryland's claim would have been computed down to the present time. And, Sir, there is also another reason why I wish that this enquiry should take place. Hard words have been made use of with regard to Mr. Ryland; he has been called a "pertinacious man"—he has been accused of making inordinate demands—he has been considered a kind of burr in the sight of the Colonial Office; and a person who, to make use of an Irish expression, was always endeavoring "to have a pull at the Exchequer." Now, Mr. Ryland is an honest man, and, consequently, he is a proud man; Mr. Ryland is an injured man, and, consequently, Mr. Ryland has spoken out the opinion he entertains that he has received—honestly, frankly and fairly. And, no doubt, that some of his expressions have not been as polite and as agreeable as might be considered desirable by Colonial Office Clerks, and the petty dignitaries of Downing Street. I have no doubt that the poor Widow was no great pet with the unjust Judge. And, therefore, if my honorable friend below me thinks to put him off with a few compliments and condolences as to the injuries he has received, I can only say that the people of Canada expect a different course of conduct from this House of Commons—they expect neither compliments nor condolences, but they look for an enquiry into the case. Now, Sir, as I do not wish to occupy the time of the House lightly, I propose to deal with two or three objections that I suppose my honorable friend will make with regard to this Committee of Enquiry. I have no doubt that the first objection he will make will be that this report of Chief Justice Carter's has completely determined the case, and, therefore, that the thing is at an end for ever. Perhaps he will say, that in accepting the Registrarship of Quebec, Mr. Ryland was entering into some speculation, and as his speculation turned out an unfortunate one, that he is very sorry for Mr. Ry-

land, but really that he is unable to go any further. Perhaps he will say—for he may take the Colonial line—that this being purely a Colonial question, it is utterly unnecessary to occupy the attention of the House by entering into the subject; and that, even presuming that the House did report in favor of Mr. Ryland, we should be unable to get the Colonial Government to come to the same conclusion, or to give any effect to our recommendation. Now, Sir, I demur first of all, to the supposition that Chief Justice Carter's award has settled the case. Mr. Ryland, in accepting the £9000, accepted it under protest—he has accepted it *pro tanto*; and it is no condonation—if I may use that expression. Mr. Ryland has accepted the £9000, because he has been ruined by the injustice to which he was subjected, and because he has been naturally glad to obtain the means of subsistence. But in accepting it, it is perfectly clear that he did not bind himself to take no further steps. I am obliged to recapitulate in order to endeavor to impress my case—this case of a private grievance—on the House; because I know how difficult it is so claim your attention for matters of this sort. But, as I said before, he demurs to the award, because, in the common straightforward view of the case, no man in his senses would have surrendered a pension of £515 per annum to obtain an office of considerable difficulty and responsibility, for which he was to receive only the same amount. He also objects to that award from the context of the whole of these letters with which I have ventured to trouble this House; he objects to it from the fact of his having received his full salary in the interval which elapsed, thereby shewing what was Lord Sydenham's view of the original agreement; and he likewise objects to it because Mr. Murdoch, who was a chief actor in this transaction, might have been called into Court, and would have given testimony to Chief Justice Carter which would have shewn him that the basis of his computation ought to have been entirely different and greatly more enlarged. And then, with regard to the allegation that Mr. Ryland was entering into a speculation in accepting the office of Registrarship

of Quebec, there never was anything which was less like a speculation. By a clause in the Act regulating that office there were certain fees which were to be levied : Mr. Ryland knew what these fees were to be, and Lord Sydenham also knew what they were to be. That clause was repealed by the Colonial Legislature after Mr. Ryland's acceptance of the office, and before he had entered into the receipt of the emoluments attaching to it, and, therefore, I contend, that there was never anything less like speculation than the acceptance by Mr. Ryland of that office. And, last of all, with regard to its being a Colonial and not an Imperial question, I can only say that if Mr. Ryland be granted the Committee of Enquiry which, through me, he now seeks to obtain ; whatever the verdict of that Committee may be, I, on his part, shall be satisfied with it ; I do not wish to pack that Committee in the slightest degree ; I only wish to get nine gentlemen to come in and examine this case. Even if they report that nothing is due to Mr. Ryland, I shall be content ; and, on the other hand, if they report that this is a Colonial liability, I shall say to him, " Go back to the Colony and do the best you can with your own people there." But if, looking at this case in the point of view in which I look at it—in which the Duke of Argyle looked at it, and in which, I believe, a Committee of the House of Commons will look at it ; then I say—considering that Mr. Ryland was originally a servant of the Crown, and that the Clerkship to the Council was an Imperial office, and was held under letters patent—considering that the fund providing for the remuneration of cases of this kind was an Imperial fund, and was surrendered by a servant of the Crown, the Colonial Secretary, to the Colonial Parliament—considering that the whole of his negotiations with Mr. Ryland were conducted solely by the Imperial Lord High Commissioner, without any reference whatever to the Colonial authorities—considering also, that Mr. Ryland has obtained an opinion from one of the most eminent Counsel in this country, Mr. Welsby, that a petition of right would be against the Crown—I maintain that, taking all these consider-

ations into account—the House is bound in justice to grant the Committee for which I am now about to move. Before I conclude, I shall read to the House Mr. Welsby's opinion, which is conveyed in a very few words. Mr. Welsby says "he is of opinion that Mr. Ryland is entitled to maintain a petition of right against the Crown," but Mr. Welbsey observes that petitions of right are "very costly, very dilatory and complicated with many difficulties," and he advises Mr. Ryland "to refrain for the present from resorting to such a proceeding, and to content himself with bringing the fact that he is advised that he has such a remedy, in aid of the moral force of the negotiation on his behalf which is in progress with the Government." I say then, considering all these circumstances calmly and dispassionately, that the case in my mind assumes clearly an Imperial aspect. And may I not suggest that the House of Commons is bound by the circumstances to which I have already referred to grant him this Committee, which he seeks at their hands. *If for 14 years you persist in a long continued course of injustice towards Mr. Ryland*, which you have acknowledged at length by the mouth of the Secretary of State for the Colonial Department, the Noble Lord the Member for the City of London, is it any offence to suppose that my motion may on the present occasion encounter opposition? May I not presume that my honorable friend is rather predisposed to the *traditions of the Colonial Office than to an enquiry into the truth and justice of this case?* May I not also presume—and am I not justified in supposing that the House will presume with me—that the tradition of the Colonial Office *may be a tradition of stubborn injustice?* Mr. Ryland, Sir, has no friends in this country, except those few friends who feel deep sympathy with him, in consequence of all that he has undergone, and who have taken the trouble of looking into his case. Mr. Ryland has not the assistance of the Press in this country to put forward throughout the land the statement of his case; but I do trust that, however weak may be its advocacy—wherever a case of hardship such as has been inflicted on Mr. Ryland is

brought under its notice, redress will not be refused by the House of Commons and by the Government. I do trust that this stigma which now attaches to us in the minds of our Colonists in Canada, that we are persisting in injustice merely because we are strong, may be done away with, by granting me this Committee of Enquiry; and in the justice of the decision of that Committee I feel confident that the Colonists will acquiesce. Now, Sir, having concluded what I had to say, I place in your hands my motion for a Committee “to enquire into the case of Mr. Ryland, the circumstances under which he was induced to resign the Patent Office of Clerk of the Council in Canada; whether that step was taken under a distinct guarantee by the Lord High Commissioner (Lord Sydenham), and, if so, whether that guarantee has been fully and fairly carried out by the Imperial Government” I shall conclude the observations which I have had to make in bringing this motion before you, by the words of the Right Hon. Gentleman the Member for Rochdale, when the case was brought before him, in 1849. In writing to the gentleman who had submitted the case for his perusal, he commenced his letter by saying:—“that it was a case of hardship; and though he was always in favor of retrenchment, yet that, in his opinion, retrenchment did not mean dishonesty.” (Cheers.)

Mr. JACKSON seconded the motion.

The SPEAKER having put from the Chair, the motion for the appointment of a Select Committee,

Mr. CHICHESTER FORTESCUE (*under Secretary for the Colonies*) said:—Sir, I think the House will agree that my hon. friend has done very full justice to the case of the very respectable gentleman whom he has this day taken as his client. In doing so he has taken occasion to treat and to anticipate some of the principal points which I shall have to touch on. He was quite right in thinking that I should be very likely to answer that this was an old question which is now renewed. This is an old question—an old Colonial question;

well known to the Colonial office, well known in the House of Lords, and well known also, I must add, in this House. But it stands now, I must beg to observe, on an entirely different footing from what it ever did before; and I do think that my hon. friend has shewn great gallantry in coming forward to take up the case of Mr. Ryland at this eleventh hour of the day. The fact is, as I said, the case now stands on an entirely different footing from what it did when these papers were published, from what it did when these resolutions were passed—by a very small majority—in the House of Lords, by the Duke of Argyle, or from any which it has ever occupied at any period before the present time. A few years ago a reference was made of this case to an impartial authority, and an award made by that authority. That award has been acted on both by the Imperial and Colonial Governments, and it is after having—I was going to say assented to—but, at all events, received the proceeds of that award, that Mr. Ryland has succeeded in persuading my honorable friend to take up the case. But, before I go to that which is the real answer to the question of my hon. friend, I will trouble the House with a very few words as to the original question. I must say that I view that original question in a somewhat different light—and I believe the House will also view it in a somewhat different light—from that in which it appears in the eyes of my hon. friend, and in which he has described it to the House. Mr. Ryland was Clerk to the Executive Council of Lower Canada, and had been appointed by Lord Durham to that post. On the union of the Provinces being effected by Lord Sydenham, the original office of Mr. Ryland was absolutely abolished and done away with. It was abolished by an Act of the Imperial Parliament; and there was an end both of the Executive Council of Lower Canada, and of Mr. Ryland's office as Clerk to that Executive Council. A great change was made at the time; the Provinces were united, and one Executive Council for the entire of Canada was constituted. The question then was—what was to be the nature of the office of Clerk to the

There was no award but merely a one-sided report, suggesting two modes of arranging Mr. Ryland's claim.

Mr. Welsby's opinion is as follows: "Such letters Patent could, in my opinion, be revoked only by the issuing of new letters Patent, under the same authority. Mr. Ryland, therefore, continued in possession of the office under the original grant thereof to him, until his resignation thereof, made on the faith of Lord Sydenham's guarantee."

With whom was the arrangement made?

new Council, and who was to fill it? Lord Sydenham, in the interest of the Colony, made an arrangement according to which the office of Clerk of the United Council was to be on a very different footing from that of the old Province of Lower Canada; and in the course of his arrangement it appeared advisable that the office should be filled by a new official—and, in point of fact, it was considered desirable that Mr. Ryland should not fill that office. Mr. Ryland, I will say at once, I have every reason to believe is a gentleman of the highest character—a gentleman, I know, who has many friends, and is much valued and loved by his friends. There is nothing in this whole case—in spite of anything my honorable friend may have insinuated—there is nothing whatever in this whole case, reflecting so far as I myself know in any way—the slightest slur on the character of Mr. Ryland. But there were reasons, and very good reasons why he should not fill the office of Clerk of the Executive Council of Canada. I believe it is certain that he was a very strong politician of that day in Canada; and that the party which then succeeded to power, the party in favor of responsible Government, which was carried at that time—and in the carrying out of which this was one of the minor, but necessary arrangements—that party would have been very much dissatisfied if Mr. Ryland had remained Clerk of the Council of Canada as it was then constituted. It was solely in the interest of Canada, and without any view whatever to the advantage of the home Government, that it was considered advisable that Mr. Ryland should not fill that new office; and it was in this view altogether that Lord Sydenham entered into negotiations with Mr. Ryland, and that Mr. Ryland consented to accept another office in lieu of the one which he had got—that office being the Registrarship of the District of Quebec. Well, Sir, my hon. friend has said a good deal about this office—this new office, which Mr. Ryland willingly accepted; and he has told us that it seems a very extraordinary and mysterious thing that any man in his senses should take an office much worse than the one which he had.

Mr. Ryland never was a strong politician, nor did the party then in power object to his continuing in the Council Office.

But my honorable friend forgets that he himself has admitted that at the time when Mr. Ryland willingly and gladly gave in his assent to that arrangement, his full expectation was that the office would turn out to be far more lucrative than the one which he originally held. It was his expectation as well as that of many others in Canada, that the office which he then accepted would have proved a very lucrative matter indeed. And my honorable friend seemed to think that he was urging something greatly in favor of his view—but which, I think tells the other way—when he said there was reason to suppose that in the first year of that office there would be such an influx of fees as would amount to a very considerable sum indeed. I do not mean to say that the Governor General entertained the same view of the office; but these were Mr. Ryland's expectations and speculations; and it certainly turned out that these speculations were not very sound. But nobody can for a moment maintain that the Governor General guaranteed Mr. Ryland against any future changes to be made by Provincial legislation in the nature of the office which he had accepted, beyond the terms which were set forth in the guarantee which was given to him on his first acceptance of it. And, now, as to this guarantee; and I am not aware that my honorable friend read the exact terms of it to the House. These were the words of an extract from Lord Sydenham's private Secretary, conveying the guarantee to Mr. Ryland: "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 have been carried into effect." I beg my hon. friend here to observe that had Mr. Ryland continued attached to the Clerkship of the Council of Canada, he must have received whatever salary the Government, or the Legislature of Canada, chose to attach to that office; and so far from that office being now, or at any time since, equal in value to £1030 a year, it has never been worth more than £530. Lord Sydenham continues: "And as it is possible that the emoluments of the Registrarship of Quebec may fall

Mr. Gregory made no such assertion. For Mr. Ryland's whole correspondence shewed that he would have no speculation.

This is altogether incorrect, it is £600 per annum.

Mr. Ryland refused to accept on these terms.

far below those of your present office, His Excellency is willing to guarantee to you an income equal to the sum of the retiring allowance you would enjoy were your employment in the public service entirely discontinued; and calculating that according to the scale laid down in the 4th and 5th William IV., it shews that you would be entitled to the annual amount of £515 Canadian currency. That amount, therefore, namely £515 Canadian currency, His Excellency is willing to guarantee to you, by making up your emoluments from your employment in the public service, whatever that may be, to that extent should they fall short of it; and should they exceed that amount, you will, of course, be entitled to the excess." Chief Justice Carter, in his award, refers to this arrangement, and adds these words: "The construction of this guarantee is perfectly clear; there can be no doubt that it guarantees to Mr. Ryland an annual income of £515 Canadian currency; to be derived from the emoluments of some public office, or to be made up from some other source, in the event of his public emoluments not being equal to that amount." That was the whole of the guarantee given by Lord Sydenham. It is true, as my hon. friend has said, that Mr. Ryland, in accepting this arrangement, accepted it under protest. In accepting the office, I grant that he said, in writing to Lord Sydenham, that his acceptance must not be considered as debarring him from urging any future claim which he might have on the Government of Canada; but I need hardly point out to my hon. friend that there are two sides to every bargain, and that a protest of that sort made by a gentleman who was accepting an office under such circumstances—a protest to which the other side was no party whatever—never could be considered binding on Lord Sydenham, or on any other person whatever. But concerning the silence of Lord Sydenham, with regard to that note of Mr. Ryland's, I may as well tell my hon. friend and the House a circumstance which will fully account for the manner in which the silence occurred at that particular time. At the time that protest or remonstrance of Mr. Ryland reached Lord

No mention was made of the Government of Canada.

True, there are two sides to every bargain, and as the Government wanted what Mr. Ryland held, and might have retained, the latter had a right to insist on his own terms of surrender.

Sydenham his Lordship was already suffering from that accident which within a few days afterwards was the cause of his death. I have reason to know from the best authority that the accident 'happened to Lord Sydenham on the 4th of the month, and that Mr. Ryland's letter was received the next day. Within a week or ten days from that time Lord Sydenham died, and, in the interval which elapsed, no public business was brought before him, but that of the most pressing and urgent character. This circumstance will fully account for the want of an answer to that protest of Mr. Ryland. But, as Chief Justice Carter says, and everybody admits, "the guarantee must stand on its own terms, and must be taken as it exists in writing; and no authority, whether Provincial or Imperial, can be bound by anything but the terms of that guarantee." After these transactions, a series of years went on, during which Mr. Ryland continually urged his claim both on the Colonial and the Imperial Governments. He certainly urged this claim, I will not say unjustly, nor will I use the word "pertinacious" in any offensive sense; I do not take quite that view that my honorable friend takes, that Mr. Ryland is open to any very great blame for the amount of trouble which he has given the Colonial office. Mr. Ryland's income from the office which he accepted turned out to be much less than he had expected, and he applied to successive Governors General and successive Secretaries of State, for a reimbursement under the terms of Lord Sydenham's guarantee. Three Secretaries of State in this country, one after another, decided in most positive language that the responsibility was entirely Provincial, and not Imperial. This was decided first of all by the present Lord Derby; next by my right hon. friend the Chancellor of the Exchequer, and afterwards by Lord Grey. Each of these Secretaries of State, and each in language stronger than the other, affirmed that the responsibility of carrying out Lord Sydenham's guarantee rested entirely and solely on the Colonial Executive. They all agreed entirely in the opinion which was expressed in writing by the eminent Governor General of Canada,

On the contrary the arrangement is governed by the act of the acceptor reenacted in Mr. Ryland's letter of the 17th Decr., 1841.

Three wrongs never made one right.

Lord Metcalfe: "It has always appeared to me that Mr. Ryland's claim rests exclusively on the status of the agreement entered into with the late Lord Sydenham; which ought, I conceive, if at all, to be binding on the Colonial Government. I am not at present able to say whether the emoluments of the office are sufficient to cover the prescribed amount; but I am of opinion that the local Government of the Colony are the responsible parties, and that the arrangement was made for political purposes connected with the new system of Government established to meet the views then entertained by Parliament." I must say that I entirely concur in the view thus taken by Lord Metcalfe, and the three Secretaries of State; and that it would, in my opinion, have been more generous on the part of the Canadian Parliament to have acknowledged the claim for compensation in the case of an arrangement which had been made solely and entirely with a view to Canadian interests—and with a view to carry out the new system of Government which was hailed with pleasure in Canada. Nobody had insinuated from the first that English interests were to be served in the slightest degree by the change; it was solely and entirely a part of that great arrangement for the union of the Provinces, and the establishment of responsible Government. This was the state in which the case stood in the year 1855, when, as my hon. friend has said, the case took an entirely different turn. In that year, my noble friend the Member for the City of London did take action in the case of Mr. Ryland. The Noble Lord, who was then Secretary for the Colonies, did, as I think, stretch a point, and do a very handsome thing on the part of the Imperial Government by making a proposal to Mr. Ryland, on which that gentleman acted. That proposal was that the whole case should be deferred to a distinct and impartial arbitrator, that the arbitrator or Commissioner should make his award, and that whatever amount of compensation he decided to be due to Mr. Ryland, should be liquidated in equal proportions by the Imperial and Colonial Governments. That proposal made by the Noble Lord the Member for

Whose interests were consulted on the Union of England and Ireland.

Mr. Ryland denies that any proposal was made to him.

the City of London, was acted on by Mr. Ryland and my right hon. friend the Member for Taunton. The question then was—who should be the Commissioner? It was thought inadvisable that the Commissioner should be Canadian—it was thought inadvisable that he should be an Englishman—it was, therefore, thought best that he should be a distinguished person with Colonial feelings and acquainted with Colonial views and interests. And accordingly the Noble Lord secured the services of a very eminent person, Chief Justice Carter, of New Brunswick. In the course of time, that gentleman reported, his award is in the papers now before the House, and that award has been fully carried into effect. In the first place I must tell the House that, although Mr. Ryland had not given in any written statement of his claim to be arbitrated upon, yet acted very fully upon the proposal. He appeared before Judge Carter and put into his hands such papers and information as he thought proper; he had the fullest opportunity of making any statement he pleased; and when Chief Justice Carter gave in his award for a sum of £9000 Canadian currency, Mr. Ryland accepted it and took the amount which was so awarded. When that award was first made, the Canadian Government, still held out and refused as they had all along refused to recognize their responsibility for any portion of this compensation; or to pay the moiety which Lord John Russell proposed that they should pay. The Home Government, however, without waiting for the decision of Canada, or the payment of their moiety, at once paid our moiety of £4500. My hon. friend the Member for Taunton used his utmost influence to persuade the Canadian Parliament to pay their part of the award, but my hon. friend did not succeed in doing so. The hon. Member for Wiltshire, however, subsequently succeeded in doing so, and that hon. gentleman, the late Secretary of Colonies did, by his influence and his representations to the Canadian Government, induce them to pay their £4500. That sum, I am now aware has been paid, and received by Mr. Ryland. I think, therefore, I was right in saying that this case now stands on a very different

Vide memorandum at the foot of this statement.

One year after.

footing from what it did before this reference was made by the Colonial office, and before Mr. Ryland had approved of that proposal. It is in this state of things that my hon. friend has the courage to ask the House of Commons to re-open the whole question: and on what grounds does my hon. friend propose that we should do so? He demurs, he says, to the award of Chief Justice Carter. Chief Justice Carter was instructed, and I think most properly, to enquire solely into the terms of Lord Sydenham's guarantee, and what amount of compensation might be due to Mr. Ryland under those terms. But my hon. friend seems to think it necessary that he should have ranged over a much wider field, and that this country or the Colonies might have been determined liable in some vague and indefinite sum quite beyond the limits of that guarantee. That is a view in which I cannot think the House of Commons will agree with my hon. friend; but if the House of Commons were to grant this Committee to my hon. friend, may I ask what information he could expect to give beyond laying before the Members of it those papers which are now before the House? Everything which can be known about the case is contained in those papers which I hold in my hands, and the larger papers already laid before the House. But he says: "*I want to examine Mr. Murdoch.*" *I must tell my hon. friend that if he expects to put a different construction on the guarantee of Lord Sydenham than any other man would put upon it—and plainer English I never read—if he thinks that, he is entirely mistaken. I am authorised by Mr. Murdoch himself to say that he interprets that guarantee in the strict and literal sense, precisely as any ordinary man would do. Mr. Murdoch has no idea whatever of any construction other than what I say is the only possible one to be put on that guarantee. Mr. Murdoch will state positively that Lord Sydenham never had any intention whatever of guaranteeing anything to Mr. Ryland beyond what appears by the language of the letter to which Mr. Murdoch's name is signed. My hon. friend quoted a note of Mr. Murdoch's, which is published in these papers, in which he*

The Colonies have nothing to do with the case. In a spirit of great liberality, they contributed £4,500, but the debt is entirely an Imperial one.

Read Mr. Murdoch's letters.

says that he appears to confirm the view taken by Mr. Ryland himself of his own claim. But I beg the House to observe that this short note of Mr. Murdoch's, written a good many years ago, is in answer to a letter which is not given; and that the sense of Mr. Murdoch's words must depend entirely on the letter to which that is an answer. Mr. Murdoch has not the letter to which he wrote that answer, and on applying to Mr. Ryland he stated that he kept no copy of it, and, consequently, that letter is not to be had. I need only point out, therefore, that no conclusion worth anything can be deduced from these words of Mr. Murdoch, which depend, as I have already said, altogether on the words to which they formed a reply. Well, Sir, such is the state of this case at present. I must say it appears to me, and I hope it will appear to the House, that the Imperial Government in dealing with this case has gone even beyond the bounds of strict and equitable justice. I think they were right in doing so, and, I think that in so doing they have treated Mr. Ryland with a generosity beyond that which they were absolutely called on to apply to the case; and the arrangement proposed by Lord John Russell has been carried out in a way which I believe leaves neither to Mr. Ryland nor to anybody else a right to complain. Reference was made to a most eminent and impartial gentleman, and the proceeds of the award made by him have been received by Mr. Ryland in part payment from the Imperial Government, and part by that of Canada. The question for this House now to consider is whether it is the duty of the Colonial office to reopen this question by the appointment of a Select Committee; and, Sir, I think that such is not our duty. I think we have no business to imply by any such compliance with the terms of this motion that there is any doubt whatever in our minds as to the course already pursued. I think we have no right to imply that we have any belief—that we have any idea whatever that we ought to call on the Imperial Treasury again to tax the rate-payers of this country for the purpose of making further contributions towards the

Mr. Ryland never stated any thing of the kind. The letters are given below in extenso. Let Mr. Murdoch explain them away if he can.

Canada has nothing to do with the debts of the Imperial Government.

case of Mr. Ryland. I think further that it would be unfair to Canada as well as to this country if we consented to such a course. I should like to know what the Canadian Government and Parliament would say if they heard that the House of Commons in this country had re-opened the question by the appointment of a Committee. Canada, at last, has stretched a point, as you have heard, by the payment of the moiety: are we now to tell the Canadians, having before told them to consider this as a final settlement of the question—my noble friend at the head of the Colonial office having used that argument for the purpose of inducing them to comply with the terms of the compromise—are we now to tell them, having induced them to pay the moiety on the faith of that understanding, that they are now to consider the whole question re-opened, and that the Canadian Government will be liable to further demands. It is true that a decision of a Committee of the House of Commons may not have much effect on the Canadian Parliament, but that is the consideration which this House will have to entertain. And now, Sir, before I sit down, I must say to my honorable friend, that if Mr. Ryland wishes for a Committee for any other purpose than with a view of obtaining further compensation—a view which I cannot but think most unjustifiable—if he wishes for a Committee with that other view hinted at by my honorable friend the Member for Galway, for the purpose of restoring his own character, or getting rid of the imputations under which he seems to think that he lies, I would say that I think that is perfectly unnecessary. I should not have alluded to this, if my honorable friend had not put it in that way; but if my hon. friend thinks that Mr. Ryland needs a Committee of the House of Commons for the purpose of clearing his character as a man of honor and a gentleman, it is my belief, having gone through the whole case—and it must be the belief of any body who knows anything of the case, that no Committee is needed for the purpose. The only thing that can be properly said against Mr. Ryland, the only hard word that it is possible to use—if that be a hard word at all

—is that he has been somewhat pertinacious in urging his claim. My honorable friend says he has been regarded as a “bur” in the eyes of the Government and the Colonial office. It is possible that in time I may learn to think that a great crime—(laughter)—but at present I have not learned to think that a very heavy accusation against a man who conceives that he has rights—if it be an accusation at all. Still I do not think that the House will be of opinion that Mr. Ryland needs a Committee of this House to clear his character. I think Mr. Ryland may be perfectly satisfied with the able statement made by my honorable friend, with the care and attention paid to his case by the Home Government, with the reference made to several distinguished Secretaries of State, with the decision made by the able and distinguished Arbitrator, with the substantial testimony of the award of £9000 which was liquidated in equal portions by the Canadian and Home Governments. And with these observations I must put it to my honorable friend whether he thinks it advisable to press his motion. I am quite satisfied that even if he gains his Committee, the result can be to gain no good to his client; and with respect to his client’s character, he may consider that already cleared. (Hear, hear.)



No person acquainted with Mr. Ryland’s case could read the above statement without coming to the conclusion that Mr. Fortescue had not himself personally examined the documents connected with the affair. Had he done so, and perused the Despatches of Lord John Russell to the Right Honourable C. P. Thompson, of the 7th September and 16th October, 1839, it is more than probable that he would have seen quite sufficient grounds for granting a Committee of Enquiry, whose verdict would have disposed of the question at once and for ever.

Adopting the course pursued by that gentleman it may be

well, before replying to his statement to ask, whether, supposing Lord Sydenham to be now alive and still Governor of Canada, could he of his own authority or with the authority of the Queen but without the authority of the Canadian Legislature, touch a fraction of the Treasure of the Province to pay the debt to Mr. Ryland? Most assuredly not. No man knew better the principles of the Constitution he was the means of establishing in Canada, and that they forbid any such right or power.

Was he then a man of that character that would use the influence of his position to induce a public officer to relinquish an honourable and lucrative office, upon a guarantee of indemnity to be fulfilled by a body which had in no way participated in or assented to it, and which he must have known they never would acknowledge. If so, then he was not the man on whom the highest honour the Crown could bestow ought to have rested. But no, he acted in this particular as became him, as became the high character of his position as representing the Sovereign in endeavouring to give effect to Her Majesty's wishes and those of the people of England.

With a view then to a right understanding of the question at issue it must be borne in mind that Mr. Ryland was an Imperial Officer paid out of Imperial funds and entitled under an Imperial Act to a retirement of £515 per annum.

Lord Sydenham, for public purposes, required his office, and in his official capacity, representing the Crown, negotiated with him for its surrender.

This negotiation was primarily a verbal one followed by a memorandum submitted by special request.

The letter of guarantee and the conditional acceptance therefore were the result of the aforesaid negotiation. Had the guarantee been as explicit as Lord Sydenham intended there would have been no conditional acceptance, nor could there at this moment have been a doubt as to the true nature of the transaction.

Chief Justice Carter has said that it was only competent to Mr. Ryland to accept or refuse, and this might have been correct if the proposition to surrender his office came from him but it did not. Mr. Ryland held an office, which,

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.

MOUNT LILAC, BEAUPORT,
28th August, 1844.

MY DEAR MURDOCH,

I send you a printed copy of the official correspondence and papers connected with my claims. I am told that you are not likely to interfere in my behalf: but as you were the official channel through whom my negotiation with Lord Sydenham was afterwards carried into effect, I consider that you are bound to stand by me and to assist in *extricating* my family from their undeserved and humiliating position. I have therefore unhesitatingly referred to you on the subject.

You may remember that Daly lectured me for insisting on a written assurance, which, considering that my arrangement with Lord Sydenham was entirely of a verbal nature, I deemed necessary to protect me against the possibility of ultimate loss. You also thought the precaution a useless one, implying a doubt of his Lordship's sincerity, but as things have turned out where should I have been if I had not guarded myself at every point. Whatever may be said of Lord Sydenham, I am sure he had no desire to act unfairly by any one, and that neither he nor you wished to inveigle me into an arrangement by which I was to be cheated out of an office conferred on me in reward of my own and my father's public services. The testimony then which I want from you is simply to the effect, whether I am not right in maintaining that Lord Sydenham's intention was to secure me a full equivalent for the income of the office, I consented on public grounds to place in his hands. As to his authority it was sufficient to enable him to pension off Antrobus and others who never held commissions such as mine and whose offices were really defunct, but on this head no one knows more than you do, and being on the spot, one word from you will be of more avail than any thing I can write from this side.

But supposing that Lord Sydenham had not sufficient authority to negotiate with me, I am told by a high legal authority, that his Estate could be made answerable. Will

you therefore call on Poulett Scrope and tell him this : The knowledge that an action could be instituted against him as his brother's heir might induce him to lend his assistance at any rate in so far as establishing the exact nature and extent of the powers vested in Lord Sydenham by the Imperial Government. I send you a Gazette with remarks on the new Colonial Cabinet. The times you will perceive are changed since I first encountered you in that memorable pea jacket on the Lower Town hill of Quebec.

Trusting that you will use your friendly offices in setting matters right in Downing Street, believe me,

Yours ever truly,

G. H. RYLAND.

BRIGHTON, *17th September, 1844.*

MY DEAR RYLAND,

I received here this morning your letter of the 28th August, I am away from the Office for my annual holidays and do not expect to be back there till the end of next month.

I do sincerely hope that your remonstrance to Lord Stanley may be successful. I have always thought and felt that yours was a case of peculiar hardship, and have never failed where I had the opportunity to say so, and to bear testimony to the correctness of your interpretation of the agreement between yourself and Lord Sydenham, at the same time you know that I have less than no influence with any of the authorities of the Colonial Office, that I am never consulted upon any point or even informed of what is going on, and it has therefore been only accidentally that I have heard what was going on in your case. You may feel quite confident that whenever an opportunity arises, I shall not fail again to urge your claim as far as I possibly can, but I fear that any volunteer advocacy on my part,

would not only not advantage, but would actually damage your case, at the same time I hope you will continue to believe, that whoever insinuated to you that I had been otherwise than your friend slandered me most grossly. I may not be able to do much for your profit, but at least I have never failed to do my best.

As to communicating with Mr. Poulett Scrope, I really must leave that to yourself. I have no intimacy with him and should certainly not wish to be the medium of informing him that you are about to bring an action against him, as Lord Sydenham, representative, nor indeed have I the information necessary to explain to him the circumstances of the case, for of what has occurred since I left Canada, I know nothing. Of course I cannot tell the nature of the legal opinions which you have obtained, but it certainly does appear a startling doctrine, that a man should be made personally responsible for the non-fulfilment of a promise made by him in his official capacity, over which, unfortunately, he could exercise no control whatever.

The only ground I presume on which such an opinion could proceed, is that Lord Sydenham had not sufficient authority to make the promise to you, which must be a question depending on the terms of his commission, and on many other circumstances which it is unnecessary to advert to.

I see a list of your new Ministry in the papers. It appears to me impossible that it can go on for a day unless indeed J. J. Papineau goes over to support it. D. B. Papineau never had any influence in my day, and as to Mr. Chabot, I never heard his name while in Upper Canada. I cannot conceive William Morris and Hamilton Merritt going on together, or any Ministry in fact putting up with Merritt as Inspector General, however, things are in such a constant state of transition in Canada, that it is impossible to trust to one's recollection of any man. Pray remember me to Mrs. Ryland and your family and believe me,

Very sincerely yours,

T. W. C. MURDOCH.

Can any thing be more explicit or further removed from ambiguity than this, or will any one pretend to say that a mere verbal authority given through Mr. Merivale 18 years after the transaction in question, was sufficient to warrant Mr. Fortescue in making the Statement he did to the House of Commons in the force of such evidence as this.

Further evidence than the above may not perhaps be requisite to prove Mr. Ryland's case, but referring to Mr. Murdoch's letter of the 7th July, 1859, when his torpid memory appears to have wakened up a bit, we find these words: "I said that I had stated that you were to receive " an income from official sources of £515, of course there-
" fore that was to be your Minimum Income."

So then there was a minimum and a maximum, for without a maximum there could not have been a minimum.

According to Mr. Fortescue's statement, however, the £515 per annum was the Maximum Income secured to Mr. Ryland, and he proceeds to state, Mr. Ryland gladly entered into the arrangement as a speculation.

It is really astonishing, that a gentleman holding a high official position should venture, in the British Senate, upon such perversion of facts, and that, too, in the presence of Lord John Russell, whose despatch of the 20th July, 1855, deposing to the contrary, was in his hands at the time. That Lord Sydenham or rather his zealous secretary (for his Lordship was incapable of prostituting his high office for so base a purpose) might have desired to speculate on Mr. Ryland's gullibility is exceedingly probable. Not so Mr. Ryland, his whole correspondence shews that he wanted no speculation, acting himself in good faith, he wished to leave nothing to chances, and therefore at every stage of the proceedings reiterated the terms of the contract.

But continues the Under Secretary of State, with charming simplicity, "The arrangement was made for the benefit of Canada, consequently the Colonial Government are alone responsible, and it was an act of extraordinary liberality on our part to give him anything."

This is certainly a curious mode of reasoning and scarcely worthy of a reply.

It has been shown that Lord Sydenham represented the

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

protest also on record among the papers before the House.

It was nearly three years after the date of Mr. Carter's report that Mr. Ryland received the other moiety, in obtaining which he was subjected to further loss and expense amounting to upwards of £2000, so that in point of fact instead of £9000, which, if paid at once, might have been of some service, Mr. Ryland in reality got only about £7000, being less than a sixth of what he has actually lost by the transaction.

This is the extreme liberality on which Mr. Fortescue plumes the Government," who, for the benefit of Canada, have robbed a public officer to an amount of £42,000.

The fact, however, must not be lost sight of that there was no Arbitration—no award.

Chief Justice Carter, in a note to Mr. Ryland, dated 1st November, 1856, thus distinctly denies the presumption, he says :

"I yesterday received your letter of the 22nd October. "I think you mistake the character in which I acted with "reference to your case. I was not an Arbitrator mutually chosen by Her Majesty's Government and yourself, but "merely a *Commissioner* or *Agent*, appointed by the Secretary of State, &c., &c. *My Report*, unlike the Award of "our Arbitrator, will not, I imagine, be binding on any "Party.

Language cannot more clearly express a negative than this.

The Report of Mr. Carter suggests two modes of settling Mr. Ryland's claims—one of which the Secretary of State, without reference to Mr. Ryland, arbitratorily adopted and then forsooth boasts of the liberality of the Government.

Now if Mr. Carter, as stated by Mr. Fortescue, had been an Arbitrator, Mr. Ryland could have compelled him to go into the whole of his claim for losses "consequent on the "surrender of his office, to which Earl Grey, as well as the House of Lords, declared him entitled, and it may further be remarked, that even supposing for the sake of argument only that Mr. Ryland was bound by the strict letter of the guarantee signed by Mr. Murdoch, he would have a right to complain of the amount recommended by Mr. Carter as altogether inadequate—for inasmuch as the guaran-

tee was not from year to year redeemed but shamefully kept open for 18 years, during which Mr. Ryland was stripped of the whole of his property, besides two valuable policies of life Assurance, (on one of which he had paid £1500,) pledged to enable him to carry on the duties of his office, those amounts should have been taken into the account as forming a portion of his expenditure, in carrying out the arrangement between Lord Sydenham and himself.

It is ever difficult to follow a man who argues in a circle. As regards Mr. Fortescue's Statement, Mr. Ryland has not attempted to do so further than to prove that whatever effect it may have had on the House as carrying with it the impress of official authority, it is altogether unsupported by the essential evidence of facts, whilst the statement made by Mr. Gregory remains unshaken and incapable of refutation. Might maketh not right and though Mr. Ryland's appeal for justice has for a moment been silenced, he has too much faith in the honour of the Duke of Newcastle, as well as the integrity of Mr. Fortescue to believe that when they severally have looked into his case they will allow themselves to be biased by Mr. Merivale or any other party to the further prejudice of one whose misfortune it has been to rely too absolutely on the justice of the British Government.