

There can be no doubt, we think, that if the claimant had at the time of receiving the money made his protest to the Right Hon. the Prime Minister, and had then declared his intention of again presenting a petition to Parliament claiming further compensation, this sum of £500 would not have been paid to him.

The position, therefore, was that at the time of this payment there was a disputed claim pending between the claimant and the Government of the colony, the claimant alleging that he had been wrongfully convicted, and the Government denying that position. In this state of the facts the Government of the colony were willing to pay to the claimant the sum of £500, to which they considered the claimant was not entitled, upon condition that the claimant accepted that sum in final settlement of all claims, real or fancied, which he had in respect of the matters of which he complained, and the claimant accepted that sum upon those terms.

If the claimant had had a cause of action against the Crown, or against any person representing the colony, in respect of the matters of which he complains, there could be no doubt that the payment made to and accepted by him would have bound him legally, and, in our opinion, morally also.

The essence of the settlement of a disputed claim by the payment of a sum of money, which the person paying it denies to be owing, is that on the one hand the person paying the money in effect purchases peace for all time from being further harassed by the disputed claim, and the person accepting the money in settlement of the claim in effect sells his claim for that sum, and binds himself both legally and morally not to agitate that claim again. In such circumstances, if the claim should afterwards prove to have no foundation whatever, the person paying the money can make no claim to have it refunded—so, on the other hand, if the claim should prove to be well founded, and to be of much greater value than the sum paid in settlement of it, the person who has accepted a sum of money in settlement is not allowed afterwards to agitate the matter, or to set up the claim which he has in effect sold to his adversary. The same rule of law applies as between the Crown and a person making a claim upon the Crown, as well as between two private persons.

There is nothing unjust or inequitable in setting up such a settlement as an answer to the claim which has been settled.

On the contrary, if injustice or want of equity there be, it is on the part of the person who, having received from his adversary the price of peace, seeks to harass him again in respect of the same matter. It has always been considered to be a rule of high public policy that such settlements fairly and honourably arrived at should never afterwards be allowed to be disturbed, no matter how bad the bargain which either party has made may turn out in the long-run to be.

The claimant, however, had no cause of action against the Crown; he had, in fact, no grievance either against the Government or against any officer of the Crown. His grievance, if he was wrongfully convicted, was against certain persons whom he alleges to have committed perjury upon his trial. No attempt has been made to impugn the fairness of that trial, and no suggestion has been put forward that the claimant's conviction was procured by any erroneous ruling of the learned Judge who presided at the trial, or by any miscarriage upon the part of any officer of the Crown.

The claimant's claim, therefore, cannot be put higher than as an appeal to the bounty of the State.

There can be no rules to regulate the bestowal of bounty, save such rules as the donor of the bounty may choose to make for himself.

We are unable, therefore, to answer that part of the fifth question which asks us whether, apart from legal considerations, the settlement made with the claimant should be treated as final. That question can only be answered by Parliament, which alone has the power to regulate the bestowal of its bounty in such manner as it thinks fit.

We can only report that if the claimant had had a legal cause of action against the Crown he would have been held in all Courts where the rules of English law prevail, and, we believe, in the Courts of all civilised countries, to be both legally and morally bound by the settlement made with the Government of the colony on the 15th December, 1897, and evidenced by the receipt of that date.

We may, however, properly call attention to some matters which appear to us to deserve the earnest consideration of those who have the control of the finances of the colony.