

loan of £100,000, and the same was effected according to, and in pursuance of the offer made through Mr. Ridout, and hereinbefore mentioned. That the old Debentures were returned to the Chamberlain as part of the loan, at par, and the said Bank passed the remaining £50,000 to the credit of the City agreeably to the said statute. That the Debentures so issued were immediately sent to England, and either immediately, or before, sold to other persons at or above par for the joint benefit of the said Bowes and Hincks. That there was a profit made by the said Bowes and Hincks on the purchase aforesaid, after deducting disbursements of nearly £10,000, one half of which was retained by the said Hincks for his agency in the matter, and the other half, or the sum of nearly £5,000 was received by the said Bowes, which the said Bowes improperly and illegally, and in breach of his duty in that behalf to the City as Mayor thereof, paid into the funds of the firm of Bowes & Hall, of which the said Bowes is the principal partner, instead of paying the same over to the said City. That the said Mayor persists in illegally holding the said sum to his own use and for his own benefit, without any account to the said Corporation therefor, and will do so unless prevented by the decree of this Court, to be pronounced in this suit.

That throughout the whole of the said transactions the said Defendant Bowes was an active party, and used the influence he had, and which was considerable as Mayor, and otherwise, to procure the passing of the several Resolutions and By-laws of the Council hereinbefore mentioned, and to procure the several acts and proceedings hereinbefore mentioned, to be performed and taken on the part of the Council and its officers, respectively as aforesaid: in all which the said Mayor had it in view to facilitate the making of the said profit, but that through the contrivance of the said Mayor, the said Common Council, until long after the several matters hereinbefore mentioned had taken place, was kept wholly ignorant, and did not even suspect, that the Mayor had any such private interest therein as hereinbefore appears, or had or expected having any part or interest whatever in the negotiation or sale of any of the said Debentures or in the profit thereof; but, on the contrary, the said Council believed that, in the advice and recommendations he from time to time gave to the