

he could think it a proper course as regarded himself, or the Corporation, that he should, while certain measures were yet to be considered by the Council, and before he had proposed them, he engaged in a negotiation from which he hoped to derive a private gain, though the success of it must materially depend upon the adoption of measures by the Council which he was yet to propose to them, and which ought only to have been proposed by the Council, and disposed of by them on public grounds.

1856.

Bowes
v.
City Toronto.

I can readily believe, and indeed it is my impression from the evidence, that neither the defendant nor Mr. *Hincks* desired or imagined that the effect of the agreement which they were entering into with Messrs. *Story & Co.*, or what they proposed to do under it, would be injurious to the city, or to any one. There was no good ground, I think, for such an apprehension. I do not believe that they were contriving to procure a gain for themselves at the expense of the city; or that they have done so; nor do I infer from the evidence that the defendant intended or desired to draw the Council into any measure adverse to the best interests of the city; or that it can now, after we have seen everything, be imputed to him with any justice that he has done that, or attempted to do it. The evidence appears to me to shew the contrary very clearly.

Judgment.

But I must still say that, taking the transaction in all its parts, it was one which had far better not have taken place; and it is probable the defendant may have now the same opinion of it, seeing the suspicions, the discussions and contentions to which has given rise—the unfavorable inferences which have been drawn from the silence which he thought necessary to observe; and knowing, as we all must, the importance of mutual confidence and harmony in conducting the proceedings of these municipal bodies.