

that the debentures were bought with the money of the corporation—it is clearly proved that they were not to any extent—that the corporation had not at the time any funds which could have been used for the purpose, and that if they had, they would not have been under the control of the defendant, but of the city chamberlain, and could not have been so applied by the defendant.

1856.

Howes
v.
City Toronto

It seems to have been at one time suspected, while a mystery hung about the case, and before the facts were elicited, that the credit of the city had in some way been made use of for obtaining that advance to the contractors which made them content to part with the debentures; and that either the bank or the government had in some way enabled the mayor, on behalf, as they supposed and intended, of the city, to make an arrangement by which he had put five or ten thousand pounds into his own pocket.

Judgment..

Whatever would have been the consequence of such a transaction, the surmise turns out to have been unfounded. The government had nothing to do with the matter, though one of its members was a party to it on his own account; and so far as the bank was concerned, it is distinctly proved that the defendant was not looked upon as engaged in any negotiation with them as mayor, or in any respect on behalf of the city, and that the credit of the corporation was not conceived to be in any manner pledged or intended to be pledged to them; but that the transaction took the shape of an ordinary transaction of an advance of money to individual parties upon their bills—which bills were drawn upon a previous understanding with a banking firm known to be of undoubted credit in London, so as to make the transaction a perfectly safe one. In fact, in the conclusion, it came to be a mere purchase by the bank of exchange; and was transacted, it seems, as such matters, when of