

Opinion of the Court.

It does not detract from the force of this conclusion that the guaranty recites that it was authorized by a public meeting of the citizens thereof, as if it were the case of bonds issued under the act of 1856, which required the recommendation of such a meeting. But if the fact is immaterial, the recital is not injurious. And the official record of the transaction shows that such a meeting was held for the purpose of quieting doubts, and not to raise them. The authorities of the city at that time were only anxious to omit nothing which the most critical might regard as important in securing for its obligations all the weight and value properly belonging to an unquestionable pledge of its faith and credit; and certainly now, after the lapse of twenty years, in which no such question has been raised, it would, in the language of Mr. Justice Grier, in *Mercer County v. Hacket*, 1 Wall. 83, "be contrary to good faith and common justice to permit them to allege a newly discovered construction of an equivocal power." *Van Hostrup v. Madison City*, 1 Wall. 291; *Meyer v. City of Muscatine*, 1 Wall. 384; *James v. Milwaukee*, 16 Wall. 159.

In our opinion the act of 1838 authorized the guaranty made by the city of Savannah upon the bonds of the railroad company, and it constitutes a valid and subsisting liability. This disposes of the only question in the case deserving serious consideration; and the judgment of the circuit court is therefore

Affirmed.

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CITY OF SAVANNAH *v.* MARTIN.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF GEORGIA.

Decided April 2d, 1883.

MR. JUSTICE MATTHEWS delivered the opinion of the court. This case is identical in its circumstances with that of the mayor and aldermen of the city of Savannah, plaintiffs in error, against Eugene Kelly.

Judgment affirmed.