

## Statement of the Case.

PER CURIAM. It is conceded by counsel for plaintiff in error that this case is governed by *Wright v. Roseberry*, 121 U. S. 488, and the judgment is, therefore, upon the authority of that case, *Affirmed.*

*Mr. Assistant Attorney General Maury* for plaintiff in error.

*Mr. George A. Nourse* for defendants in error.

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DAVENPORT *v.* PARIS.

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

No. 268. Submitted April 8, 1890. — Decided April 14, 1890.

*Glenn v. Fant*, 134 U. S. 398; *Raimond v. Terrebonne Parish*, 132 U. S. 192; *Andes v. Slauson*, 130 U. S. 435; and *Bond v. Dustin*, 112 U. S. 604, affirmed and applied to the stipulation filed in this case by counsel, the jury being waived.

THIS was an action to recover on bonds and coupons issued by the defendant, a municipal corporation, in aid of the construction of a railroad. The record contained the following stipulation "as to facts, etc." being signed by the counsel:

"It is stipulated in the matter of *Charles Davenport v. The Town of Paris*, in assumpsit, now pending in the U. S. Circuit Court for the Southern District of Illinois, that the instruments sued on, being bonds numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 23, 24, 25, 31, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 and 80, with coupons now attached, which purport to be the bonds of the town of Paris, were signed, respectively, by Henry Van Sellar and James A. Dittoe on the dates of said instruments, and that the said Henry Van Sellar was on that date supervisor of said town of Paris, and that the said James A. Dittoe was on said date the town clerk of said town of Paris.

## Syllabus.

"It is also agreed that a jury is waived in said matter. The above coupons are as *are as* follows: 61 of series 8, 9 and 10 and 51 of series 7, being 234 coupons.

"It is further stipulated that said bonds and coupons are identical in character with the bonds and coupons in the matter of *Skinner v. Town of East Oakland*, tried in this court and appealed to the U. S. Supreme Court, tried there and reported in 94 U. S. 255, and issued in same manner, the only difference being that these bonds and coupons were issued by the town of Paris instead of the town of East Oakland.

"In case of appeal to the U. S. Supreme Court this case may be submitted under rule 20 on written briefs."

Judgment below for the defendant, to review which the plaintiff sued out this writ of error.

*Mr. George A. Sanders* for plaintiff in error.

*Mr. R. B. Lamon* for defendant in error.

PER CURIAM. The judgment in this case is affirmed on the authority of *Glenn v. Fant*, 134 U. S. 398; *Raimond v. Terrebonne Parish*, 132 U. S. 192; *Andes v. Slauson*, 130 U. S. 435; and *Bond v. Dustin*, 112 U. S. 604, and cases cited.

*Affirmed.*

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MASON v. UNITED STATES.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE  
NORTHERN DISTRICT OF ILLINOIS.

No. 214. Submitted May 5, 1890. — Decided May 19, 1890.

A postmaster and the sureties on his official bond being sued jointly for a breach of the bond, he and a part of the sureties appeared and defended; the suit was abated as to one of the sureties who had died; and the other sureties made default, and judgment of default was entered against them.