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*Commissioners of Knox County, Indiana, v. Wallace.*

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to do so on certain conditions. Finding that the authority might be made complete by a resolution, he would have a right to infer the fact of a resolution authorizing that which, on the face of the document, appeared to be legitimately done." (See also 5 Ellis and Bl., p. 245, S. C., and 25 E. L. and Eq., p. 114, *Macle v. Sutherland*.) The principle we think sound, and is entirely applicable to the question before us.

A question was made upon the argument, that the suit could not be maintained upon the coupons without the production of the bonds to which they had been attached. But the answer is, that these coupons or warrants for the interest were drawn and executed in a form and mode for the very purpose of separating them from the bond, and thereby dispensing with the necessity of its production at the time of the accruing of each instalment of interest, and at the same time to furnish complete evidence of the payment of the interest to the makers of the obligation.

Some other minor points were made in the case upon the argument, which we have considered, but which it is not important should be particularly noticed. We are satisfied the judgment below is right, and should be affirmed.

Mr. Justice DANIEL dissenting.

In the case of the Knox County Commissioners *v. Aspinwall et al.*, it is my opinion, in the first place, that the Circuit Court had not jurisdiction of the cause, one of the parties being a corporation; and, secondly, I think that the commissioners being known to be a party, it was the duty of those who dealt with them to ascertain the extent of their powers.

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THE BOARD OF COMMISSIONERS OF THE COUNTY OF KNOX, PLAINTIFFS IN ERROR, *v.* DAVID C. WALLACE.

The decision of the court in the preceding case again affirmed.

THIS case was brought up by writ of error from the Circuit Court of the United States for the district of Indiana.

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It was similar, in most of its aspects, to the preceding case. In this case there was no notice whatever of the increase of the stock made by the board at their meeting on 26th February, 1849, and also it was shown that less than a majority of the whole vote of the county was polled.

It was argued by *Mr. R. W. Thompson* for the plaintiffs in error, and *Mr. McLean* for the defendant.

Mr. Justice NELSON delivered the opinion of the court.

This is a writ of error to the Circuit Court of the United States for the district of Indiana.

The suit was brought by Wallace against the board, upon several coupons, for instalments of interest which had been attached to certain bonds issued by the defendants to the Ohio and Mississippi R. R. Co. The coupons were owned by the plaintiff, and had been duly presented for payment, which was refused. The defendants plead the general issue, and six special pleas, to which there were replications, except the second and sixth pleas, to which there were demurrers.

The court sustained the demurrers. There were afterwards amendments and demurrers to pleadings not very intelligible in the record, and seem not to have been relied on by either party. The case was tried upon the general issue, and the facts disclosed upon the trial were substantially the same, *mutatis mutandis*, as those which were proved or admitted in the previous case of *Aspinwall* and others against these same defendants. After the evidence was closed, the defendants presented ten prayers to the court, upon each of which instructions were given. It is unnecessary to go through them; the questions involved have already been examined in the case above mentioned, and the result there arrived at affirms the judgment in this case.

Judgment affirmed.

Mr. Justice DANIEL dissented.