

We have treated the case thus far on the assumption that the plaintiff below was a *bona fide* holder of the bonds which he put in suit. That he was such abundantly appears, and nothing that was offered at the trial tended in the slightest degree to show the contrary. Even the railroad company itself, when it took some of the bonds and gave its stock therefore, could have had no reason to suppose that every condition precedent to their issue had not been performed; and a subsequent purchaser, at any time prior to the time fixed for their final payment, must be regarded as a *bona fide* purchaser.

We have thus considered all the assignments of error that deserve particular notice, and all that were much pressed at the argument. The others are without the least merit. In our opinion, the law and the plainest dictates of justice demand an affirmance of this judgment. *Judgment affirmed.*

MR. JUSTICE MILLER, MR. JUSTICE DAVIS, and MR. JUSTICE FIELD, dissented.

NOTE.—The cases of *Town of Venice v. Woodruff et al.*, *Same v. Watson, Same v. Edson*, error to the Circuit Court of the United States for the Northern District of New York, were argued at the same time, by the same counsel, as *Town of Venice v. Murdock*.

MR. JUSTICE STRONG delivered the opinion of the court. These cases are, in all essential particulars, like the case of *Town of Venice v. Murdock, supra*, p. 494; and the judgments are affirmed for the reason given in that case. *Judgment in each case affirmed.*

MR. JUSTICE MILLER, MR. JUSTICE DAVIS, and MR. JUSTICE FIELD, dissented.



#### TOWN OF GENOA *v.* WOODRUFF ET AL.

1. The judgment in this case was affirmed upon the authority of *Town of Venice v. Murdock, supra*, p. 494.
2. The holder of a coupon is entitled to recover interest thereon from the time it fell due.

ERROR to the Circuit Court of the United States for the Northern District of New York.

*Mr. H. L. Comstock* for the plaintiff in error.

*Mr. David Wright, contra.*