

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.*

MR. JUSTICE STRONG delivered the opinion of the court.

Twenty-six errors have been assigned in this case, not one of which can be sustained. All which have the least plausibility have been considered and declared unfounded in *Town of Venice v. Murdock, supra*, p. 494; and the others might well be dismissed without special notice. The thirteenth complains that the circuit judge decided that the plaintiffs could recover interest upon the coupons from the time they fell due. That the ruling was correct is perfectly plain. It was in entire accordance with the decisions generally of the State courts and also of this court.

The other assignments have either been answered in *Town of Venice v. Murdock*, or they are totally without merit.

*Judgment affirmed.*

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

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#### CONVERSE *v.* CITY OF FORT SCOTT.

Pursuant to the authority conferred by the act of the legislature of the State of Kansas, and by virtue of a popular election thereby authorized, the mayor and council of the "City of Fort Scott" were empowered to issue \$25,000 of bonds of the city for the purpose of procuring the right of way for the Missouri, Kansas, and Texas Railway Company through that city, and also procuring grounds for dépôts, engine-houses, machine-shops, and yard-room, and donating the same to the company, provided that the company, in the judgment of the mayor and council, had first given evidence of their intention to comply with certain specified conditions. The company did comply with the conditions. The mayor and council did then, upon an understanding with the company, agree to deliver to it the \$25,000 of bonds in lieu of said grounds and right of way, and in full satisfaction of all the obligations resting on the city in relation thereto. Thereupon the bonds were duly issued, and registered in the office of the State auditor, who certified upon each bond that it had been regularly and legally issued, that the signature to it was genuine, and that it had been duly registered in accordance with the State law. The bonds were thereupon delivered to the railroad company. *Held*, that the bonds were binding on the city.

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

This was an action to recover the interest on certain bonds