

Spalding Vs. Manasse

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Court : US Supreme Court

Decided On : May-13-1889

Appeal No. : 131 U.S. 65

Appellant : Spalding

Respondent : Manasse

Judgement :

Spalding v. Manasse - 131 U.S. 65 (1889)

U.S. Supreme Court Spalding v. Manasse, 131 U.S. 65 (1889)

Spalding v. Manasse

Nos. 278-282, 284-285

Argued April 25, 1889

Decided May 13, 1889

131 U.S. 65

ERROR TO THE CIRCUIT COURT OF THE UNITED

STATES FOR THE NORTHERN DISTRICT OF ILLINOIS

SYLLABUS

No error can be examined in the rulings of the court at the trial of a cause by the court without a jury by agreement of parties if there is no allegation in the record that the stipulation was in writing, as required by the statute. *Bond v. Dustin*, [112 U. S. 604](#) , and *Dundee Mortgage Co. v. Hughes*, [124 U. S. 157](#) , followed.

These were suits against a collector of customs to recover back duties paid under protest. Judgment in each case for plaintiff, to which defendant sued out a writ of error. The case is stated in the opinion.

MR. CHIEF JUSTICE FULLER delivered the opinion of the Court.

Page 131 U. S. 66

All of these cases were tried by the court without a jury by agreement of the parties, as alleged in the record, but there is no allegation that the stipulation was in writing, as required by the statute, and under the ruling in *Bond v. Dustin*, [112 U. S. 604](#) , and *Dundee Mortgage Company v. Hughes*, [124 U. S. 157](#) , no error can be examined in the rulings of the court at the trial. We can only inquire whether the declarations were respectively sufficient to sustain the judgments. As there appears to be no error in this regard, the judgments are severally

Affirmed.