

Davenport Vs. Paris

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Court : US Supreme Court

Decided On : 1890

Appeal No. : 136 U.S. 580

Appellant : Davenport

Respondent : Paris

Judgement :

Davenport v. Paris - 136 U.S. 580 (1890)

U.S. Supreme Court Davenport v. Paris, 136 U.S. 580 (1890)

Davenport v. Paris

No. 268

Submitted April 8, 1890

Decided April 14, 1890

136 U.S. 580

ERROR TO THE CIRCUIT COURT OF THE UNITED

STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS

SYLLABUS

Glenn v. Fant, [134 U. S. 398](#) ; *Raimond v. Terrebonne Parish*, [132 U. S. 192](#) ; *Andes v. Slauson*, [130 U. S. 436](#) , 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. "

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"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. 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.

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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