withdrawal by congress of its assent to the maintenance of a bridge, when properly made, is equivalent to a positive enactment that from the time of such withdrawal the further maintenance of the bridge shall be unlawful, notwithstanding the legislation of the several states upon the subject. If modifications are directed, assent is in legal effect withdrawn unless the required changes are made. Where congress licensed the erection of a bridge over a navigable stream, and in express terms reserved to itself the power to revoke the franchise or require alterations in case experience proved that the structure which was to be erected substantially and materially interfered with navigation, it may withdraw its assent, or direct such modification or alterations in the structure in its own discretion, and the United States will not be liable for the expenses incurred in making such modifications or alterations.

William M. Ramsey, for appellant.

S. F. Phelps, Solicitor General, for the United States.

Cases cited in opinion: As to the power of congress over bridges, Wilson v. Blackbird Creek Marsh Co. 2 Pet. 252; The Wheeling Bridge Case, 18 How. 421; Gilman v. Philadelphia, 3 Wall. 729; The Clinton Bridge Case, 10 Wall. 462; Railroad Co. v. Fuller, 17 Wall. 569; Pound v. Turck, 95 U. S. 464; Wisconsin v. Duluth, 96 U. S. 387.

City Bonds in Aid of Manufacturing Company.

CITY OF OTTAWA *v.* NATIONAL BANK, U. S. Sup. Ct., Oct. Term, 1881. The decision in this case was rendered by the supreme court of the United States on April 24, 1882. Mr. Justice *Harlan* delivered the opinion of the court affirming the judgment of the circuit court.

Where a city council had power, the voters consenting, to issue negotiable securities for certain municipal purposes, if the purchaser, under some circumstances, would have been bound to take notice of the provisions of the ordinances whose titles were recited in the bonds, he was relieved from any responsibility or duty in that regard by reason of the representation upon the face of the bonds that the ordinances provided for a loan for municipal purposes. Such a representation by the municipal authorities of the city would estop the city, as against *bona fide* holders for value, to say that the bonds were not issued for legitimate or proper municipal or corporate purposes. By the decisions of the supreme court of Illinois, municipal bonds, payable to bearer or to some named person or bearer, were excepted from the rule that notes payable to a person or bearer could not be transferred or assigned by delivery only, so as to authorize the holder to sue in his own name.

C. B. Lawrence, for plaintiff in error.

G. S. Eldredge, for defendant in error.

Cases cited in the opinion: Roberts v. Bolles, 101 U. S. 120; Hilborn v. Artus, 4 Ill. 344; Roosa v. Crist, 17 Ill. 450; Garvin v. Wiswell, 83 Ill. 217; Turner v. Railroad Co. 95 Ill. 143; Wall v. Monroe Co. 103 U. S. 77; Johnson v. Stark Co. 24 Ill. 75; Brush v. Reeves, 3 Johns. 439; Dean v. Hall, 17 Wend. 214; Cox v. United States, 6 Pet. 200; Andrews v. Pond, 13 Pet. 77; Bell v.

Bruen, 1 How. 169; People v. Tazewell Co. 22 Ill. 151; City of Pekin v. Reynolds, 31 Ill. 531; Prellyman v. Tazewell Co. 19 Ill. 406; Sherlock v. Winnetka, 68 Ill. 535.

County Bonds—Nebraska.

DAVENPORT *v.* DODGE Co., U. S. Sup. Ct., Oct. Term, 1881. Error to the circuit court of the United States for the district of Nebraska. The decision in this case was rendered in the supreme court of the United States on March 20, 1882. Mr. Chief Justice *Waite* delivered the opinion of the court reversing the judgment of the circuit court.

A precinct is a mere subdivision of a county, and not a separate political entity, and bonds issued by authority of a vote of the precinct for public purposes must be issued in the name of the county of which the precinct forms a part; and suit on such bonds must be against the county, the judgment to be paid by a tax levied only on the taxable property of the precinct. A suit to obtain such a judgment is maintainable, although the state statute authorizing the issue of the bonds provides the special remedy by *mandamus* for their enforcement; yet inasmuch as a suit to obtain judgment on bonds or coupons is part of the necessary machinery of the federal courts in enforcing the writ of *mandamus*, which is in the nature of an execution, it will not be issued until judgment is obtained.

W. H. Munger and E. Wakely, for plaintiff in error.

William Marshall, for defendant in error.

Cases cited in opinion: State v. Dodge Co. 10 Neb. 20; Cass Co. v. Johnston, 95 U. S. 360; County Com'rs v. Chandler, 96 U. S. 205; Greene Co. v. Daniel, 102 U. S. 195; Graham v. Norton, 15 Wall. 427; Bath Co. v. Amy, 13 Wall. 244.

Bonds in Aid of Railroads—Liability of Town.

AMERICAN LIFE INS. CO. *v.* TOWN OF BRUCE, U. S. Sup. Ct., Oct. Term, 1881. Error to the circuit court of the United States for the northern district of Illinois. The decision of the supreme court of the United States was rendered in this case on April 24, 1882. Mr. Justice *Harlan* delivered the opinion of the court reversing the judgment of the circuit court.

Where a statute authorizes a town to make a subscription in aid of a railroad, to be paid in bonds of the town, subject to the conditions that the road be so constructed as to pass through the town, and that a depot be located and maintained in the town, it cannot, after the bonds have been signed, sealed, and delivered by its constituted authorities to the railroad company, and have passed into the hands of *bona fide* holders for value, escape liability by showing that the conditions, or some of them, imposed by popular vote have not been complied with upon the part of the railroad company, even though the statute authorizing their issue especially provides that they shall not be valid till such conditions are complied with.

Henry Hazlehurst, Isaac Hazlehurst, and G. L. Fort, for plaintiff in error.

Phelps & W. Hallet Phelps, for defendant in error.

Cases cited in the opinion: Town of Eagle v. Kohn, 84 Ill. 292, distinguished; Brooklyn v. Insurance Co. 99 U. S. 370, followed.