

Wis. 326, 41 N. W. Rep. 335; *Pireaux v. Simon*, 79 Wis. 392, 48 N. W. Rep. 674; *Kopplitz v. Gustavus*, 48 Wis. 48, 3 N. W. Rep. 754; *Wood, Frauds*, 27, note 5. The performance of the verbal agreement, while it remained executory, could not have been enforced by either party against the other; but it has been mutually performed by the parties in every part, except only in the refusal of the tenant, after having enjoyed the demised premises and building, to pay the stipulated rent therefor. This he cannot avoid by interposing the statute of frauds as a defense.

We have concluded, though not required to do so, to examine and decide the questions argued by counsel as though they had been properly saved in the record. Only a general objection to the admissibility of the evidence was made at the trial. The grounds now advanced were not called to the attention of the court below by any objection directing its attention to them. The general rule is that every objection to evidence must, in order to avail the party making it, specify the grounds on which it is made, and, if the evidence is received over a general objection specifying no grounds, its reception cannot be alleged as error in this court, unless it appears that the same was incompetent in the case for any purpose. *State v. Norton*, 46 Wis. 332, 1 N. W. Rep. 22, and cases there cited; *Burton v. Driggs*, 20 Wall. 125; *Belk v. Meagher*, 104 U. S. 279.

The judgment must be affirmed, and it is so ordered.

FARWELL v. STURGES.

(Circuit Court of Appeals, Seventh Circuit. January 18, 1893.)

No. 67.

REVIEW ON APPEAL—FINDINGS OF FACT.

In actions at law, findings of fact by the court are not reviewable on appeal. *Reed v. Stapp*, 3 C. C. A. 244, 52 Fed. Rep. 641, followed.

In Error to the Circuit Court of the United States for the Northern District of Illinois.

Action by Bessie M. Sturges against John V. Farwell. Plaintiff obtained judgment. Defendant brings error. Affirmed.

George F. Westover and James L. High, for plaintiff in error.

Henry S. Monroe, for defendant in error.

Before WOODS, Circuit Judge, and JENKINS and BAKER, District Judges.

PER CURIAM. In this case a jury was waived, and the court below made a special finding of the facts. The finding is in all respects supported by evidence, though in some particulars the testimony is conflicting. Questions of fact only are urged upon our consideration. It is well settled that findings of fact by the court, in cases at law, like the verdict of a jury, cannot be re-

viewed on appeal or writ of error. *Reed v. Stapp*, 3 C. C. A. 244, 52 Fed. Rep. 641, and cases cited. The judgment below is therefore affirmed, with interest and costs, and with 2 per cent. damages.

SKINNER v. FRANKLIN COUNTY.

(Circuit Court of Appeals, Seventh Circuit. May 17, 1893.)

No. 93.

1. REVIEW ON APPEAL—FINDINGS OF JUDGE.

Where, in an action tried by the court without a jury, no proposition of law is submitted to the court, no special finding is made or asked, and no exception is taken to any ruling of the court during the trial, no appeal will lie from the judgment, since the finding of a trial court upon questions of fact is not reviewable on appeal.

2. JUDGMENT—RES JUDICATA—PARTIES.

Upon suit brought against public officers to enjoin the payment of certain county bonds the holders were described as unknown, and notice to them was given by publication. A decree was rendered, holding that some of the bonds were valid and some invalid. On appeal by bondholders who had appeared to the action the decree was affirmed, the supreme court holding that all the bonds were invalid, but that, as no appeal had been taken by the county, the decision that some of the bonds were valid should not be disturbed. After this, a bondholder, who had not been a party to the suit, but who owned some of the bonds declared valid by the decree, petitioned the court to dissolve the temporary injunction as to its bonds, and obtained an ex parte order of dissolution. *Held*, that such bondholder did not thereby become a party to the suit, or entitled to any benefit under it.

3. SAME—COUPON BONDS.

A judgment in favor of a bondholder upon certain interest coupons is not conclusive of the validity of other interest coupons on the same bonds where such judgment is rendered upon no other evidence than the coupons themselves, no defense having been made to the suit.

Appeal from the Circuit Court of the United States for the Southern District of Illinois.

Action by Elizabeth Skinner against the county of Franklin upon the interest coupons on certain county bonds. Defendant obtained judgment. Plaintiff appeals. Appeal dismissed.

G. A. Sanders, for appellant.

D. M. Browning, for appellee.

Before WOODS and JENKINS, Circuit Judges, and BAKER, District Judge.

WOODS, Circuit Judge. The parties having waived a jury, the court below made a general finding for the defendant, and gave judgment accordingly. After stating the evidence adduced, the bill of exceptions says: "Plaintiff excepted then and there to the conclusions of law announced by the court, and prayed an appeal. Judgment rendered September 30, 1892, to which action of the court plaintiff then and there excepted." No proposition of law was submitted to the court, no special finding upon any question of law or fact was made or asked, and no exception taken to any ruling or