tiffs in that judgment ask him to proceed to collect the money, and pay it over for the benefit of the plaintiff in the money judgment, and the county treasurer and the other plaintiffs in error answer that they will not, because the original judgment of mandamus against the district was for the wrong party. Who made them an appellate tribunal to review the judgments of the courts? Who ever heard that a sheriff could lawfully excuse himself from collecting an execution against the defendant on the ground that the judgment of the court which issued it should have been against the plaintiff? The fact is that under the law and the statutes in Nebraska the plaintiffs in error are the mere hands of the court in this case, the mere ministerial officers upon whom the duty has been imposed of taking the amount owing under the original judgment of mandamus from the taxpayers in school district No. 44, and paying it over to the insurance company to whom it is due. They stand in privity with both the plaintiffs and defendants in the original judgment of mandamus, and their only connection with the subject-matter of that action, or with this case, arises from that privity alone. They are, accordingly, as effectually estopped from questioning the decision of the court in that case, and from retrying the question of the legality of the levy directed by that judgment, and the question of the power of the school district to vote and certify the tax ordered thereby, as is the district itself. Nor was the railroad company which applied for the injunction against the collection of this tax in any better plight. It was a taxpayer in school district No. 44, and, as long as the judgment of mandamus against that district stood unreversed, unmodified, and unimpeached for fraud or collusion, it conclusively estopped every citizen and every taxpayer in it from questioning or retrying the extent of the power of that district to vote and certify the tax ordered by the judgment, or any other question which involved the legality of that tax. In that litigation the school district was the representative of the railroad company and of every other taxpayer in it, and the decision and the judgment, in the absence of fraud or collusion, were as conclusive upon them as upon the corporate entity itself. Freem. Judgm. § 178; 2 Black, Judgm. § 584; Clark v. Wolf, 29 Iowa, 197; Ashton v. City of Rochester (N. Y. App.) 30 N. E. 965; Railroad Co. v. Baker (Wyo.) 45 Pac. 494, 501.

It is not claimed that the injunction issued by the state court is any defense to this action, and with good reason. The circuit court of the United States had jurisdiction of the parties against whom its judgments were rendered, and of the property which those judgments charged with liens years before the suit in the state court was commenced. When it was commenced, the federal court was proceeding by its judgment of mandamus to collect its judgment for money. The former was, in effect, the writ of execution to enforce satisfaction of the latter, and the plaintiffs in error were, as we have seen, the ministerial officers charged under the law and the statutes with the duty of executing this writ. The tax of 50 mills on the dollar to pay the judgment had been voted, certified, levied, and placed upon the tax list of the county, pursuant to the command of the judgment of mandamus in that court, and the county clerk had delivered to the

county treasurer the tax list and his warrant, commanding him to collect the taxes upon it, and the statutes of Nebraska made it his duty to do so. Then it was that the railroad company and the plaintiffs in error succeeded in obtaining an injunction against the latter, forbidding them to collect the tax levied to pay the judgment by presenting to the state court a complaint without an answer, which failed to disclose the judgment of mandamus, under which the tax had been levied. No such injunction would have been granted by that court if this controlling fact had been disclosed to it. Moreover, any injunction which it could grant would, upon well-settled principles, have been without effect to stay the proceedings under the judgments of the national court. A state court cannot, by injunction, prevent a circuit court of the United States from enforcing its judgment by a mandamus to compel the levy and collection of a tax to pay it. Riggs v. Johnson Co., 6 Wall. 166; Supervisors v. Durant, 9 Wall. 415; Hawley v. Fairbanks, 108 U. S. 543, 2 Sup. Ct. 846. The injunction was, therefore, ineffectual. The railroad company was estopped from questioning the legality of the tax, and had no ground for instituting the suit in which the injunction was issued, and the plaintiffs in error had no excuse for failing to collect the tax, which had been levied in compliance with the judgment of mandamus against the school district. It was doubtless to prevent such causeless delays and evasions of duty as the record in this case discloses that the legislature of Nebraska provided, in terms, that any corporate officer whose duty it was to levy and collect the tax necessary to pay off such a judgment as that here in question should become personally liable to pay the judgment himself, if he neglected his duty (Cobbey's Consol. St. Neb. 1891, § 4116), and it is by no means certain that one who conspires to prevent such officers from discharging this duty does not thereby incur the same liability.

It is not unworthy of notice in this connection that the question which the plaintiffs in error have vainly sought to raise in this action appears to have been settled against them on the merits by the highest judicial tribunal of the state of Nebraska, whose decision as to the extent of the powers of the municipal and quasi municipal corporations of that state, under its statutes, is controlling in the national courts. Madden v. Lancaster Co., 27 U. S. App. 528, 12 C. C. A. 566, and 65 Fed. 188. In Jackson v. Washington Co., 34 Neb. 680, 683, 686, 52 N. W. 169, 171, the contention was that the act to provide for the payment of judgments against municipal corporations, which took effect February 18, 1867, was repealed or modified by section 77 of the general revenue law of 1879, which prescribed and limited the amount of taxes that could be levied for county purposes. But the court held otherwise, and said:

"We will assume, as do counsel, that in 1879 the legislature passed a general law for the levy and collection of taxes without expressly repealing the act making provision for collecting revenue to satisfy judgments by means of a special levy. The rule is that repeals by implication are not favored, and, when acts upon the same subject can be harmonized by a fair and liberal construction, it will be done. Sedg. Const. 98; Lawson v. Gibson, 18 Neb. 137, 24 N. W. 447; State v. Babcock, 21 Neb. 599, 33 N. W. 247. And this rule has especial application to cases where the subsequent statute treats of a sub-

ject in general terms, but not expressly contradicting the more particular and positive provision with reference to the same subject in a prior act. State v. Village of Perrysburg, 14 Ohio St. 486; Brown v. County Com'rs, 21 Pa. St. 43. In State v. Dwyer, 42 N. J. Law, 327, the court says: 'Where a general law and a special statute come in conflict, the general law yields to the special, without regard to priority of date, and a special law will not be repealed by a general statute unless by express words or necessary implications.' * * * There being no necessary conflict between the statutes under consideration, it follows that the appellants did not exceed their authority in making the special levy for the purpose of satisfying the judgment against the county."

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

E. H. ROLLINS & SONS v. BOARD OF COM'RS OF GUNNISON COUNTY

(Circuit Court of Appeals, Eighth Circuit. May 3, 1897.)

No. 856.

1. REVIEW ON ERROR—PEREMPTORY INSTRUCTIONS—BILL OF EXCEPTIONS.
When a peremptory instruction is given in favor of either party, the only question with respect to the charge which is open for consideration by an appellate tribunal, though the charge discusses the case at length, is whether the direction to find for one party or the other is right, when considered in the light of the pleadings and all the evidence; and, if the bill of exceptions fails to disclose that it contains all the evidence, that question cannot be noticed.

2. COUNTY BONDS—LIMIT OF INDEBTEDNESS—BONA FIDE PURCHASERS—COUNTY RECORDS.
The county of G. issued certain funding bonds, which bore upon their face recitals that they were issued to fund valid floating indebtedness, under a certain act of the legislature, in that behalf enacted, that all the requirements of law had been fully complied with in the issuing of the bonds, and that the total amount of the issue did not exceed the limit prescribed by the constitution. The statute under which the bonds were issued required the county commissioners to determine the amount of the county indebtedness at the time of the institution of proceedings for issuing the bonds, and to place a certificate thereof on record. Such certificate was duly recorded in this case, but it did not disclose that the constitutional limit of indebtedness had been passed, or that the bonds were invalid. Another law of the state required statements of the aggregate county indebtedness to be made and published every six months. *Held*, (1) that a purchaser of the bonds, in view of the recitals, was not bound to examine the semiannual statements; (2) that, if the statement of the county debt which was entered of record when the bonds were issued did not show that the bonds were invalid, a bona fide purchaser was entitled to assume that they were valid; (3) that bonds issued to fund "valid floating indebtedness" do not create a new debt, but simply change the form of an existing indebtedness; and (4) that said semiannual statements and evidence, showing the time when the floating debt was contracted, were inadmissible, as against such a purchaser, for the purpose of showing that the bonds did exceed the constitutional limit.

3. SAME.
A purchaser of negotiable securities from a bona fide holder thereof is entitled to all the rights of such holder, though himself having notice of defenses.

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

This was a suit which was brought by E. H. Rollins & Sons, a corporation of New Hampshire, the plaintiff in error, against the board of county commissioners of the county of Gunnison, state of Colorado, the defendant in error. The action was founded on coupons attached to 10 county bonds, each of which was in the following form:

"No. ——. Series A. $1,000.

"United States of America.

"County of Gunnison, State of Colorado.

"Funding Bond.

"The county of Gunnison, in the state of Colorado, acknowledges itself indebted and promises to pay to —— or bearer one thousand dollars, lawful money of the United States, for value received, redeemable at the pleasure of said county after ten years, and absolutely due and payable twenty years from the date hereof at the office of the treasurer of said county in the city of Gunnison, with interest thereon at the rate of eight per cent. per annum, payable semiannually, on the first day of March and the first day of September in each year, at the office of the county treasurer aforesaid, or at the Chase National Bank in the city of New York, at the option of the holder, upon the presentation and surrender of the annexed coupons as they severally become due. This bond is issued by the board of county commissioners of said Gunnison county in exchange, at par, for valid floating indebtedness of the said county, outstanding prior to September 2, 1882, under and by virtue of, and in full conformity with the provisions of, an act of the general assembly of the state of Colorado entitled 'An act to enable the several counties of the state to fund their floating indebtedness,' approved February 21, 1881; and it is hereby certified that all the requirements of law have been fully complied with by the proper officers in the issuing of this bond. It is further certified that the total amount of this issue does not exceed the limit prescribed by the constitution of the state of Colorado, and that this issue of bonds has been authorized by a vote of the majority of the duly-qualified electors of the said county of Gunnison voting on the question at a general election duly held in said county on the 7th day of November, A. D. 1882. The bonds of this issue are comprised in three series, designated A, B, and C, respectively; the bonds of series A being for the sum of one thousand dollars each, those of series B for the sum of five hundred dollars each, and those of series C for the sum of one hundred dollars each. This bond is one of series A. The faith and credit of the county of Gunnison are hereby pledged for the punctual payment of the principal and interest of this bond.

"In testimony whereof, the board of county commissioners of said Gunnison county have caused this bond to be signed by their chairman, countersigned by the county treasurer, and attested by the county clerk, under the seal of the county, this first day of December, A. D. 1882."

The coupons attached to said bonds were in the following form:

"$40.00. County of Gunnison. $40.00.

"In the State of Colorado.

"Will pay the bearer forty dollars at the office of the county treasurer in the city of Gunnison, or at the Chase National Bank in the city of New York, on the first day of March, 188–, being six months' interest on funding bond.

"No. ——. Series A.

"————,

"County Treasurer."

The answer to the complaint, which was very lengthy, pleaded, in substance, that the bonds to which the coupons in suit were attached had been issued in an attempt to fund a pretended floating indebtedness of the county of Gunnison, which was evidenced by county warrants; that said floating indebtedness was contracted under, and subject to the provisions of, section 6, art. 11, of the constitution of Colorado (Laws Colo. 1877, p. 62); that when said indebtedness was contracted and said warrants were issued the county of Gunnison already had an outstanding indebtedness exceeding $6 per $1,000 of the assessed

valuation of the property in the county, exclusive of debts contracted before the adoption of the constitution, and exclusive of debts contracted for erecting public buildings and in making and repairing roads and bridges; that the indebtedness to fund which said bonds had been issued when such indebtedness was created, or pretended to be created, was in excess of the amount of lawful indebtedness which could be created by the county of Gunnison under the provisions of section 6, art. 11, of the constitution of the state; and that the bonds issued to fund warrants representing such illegal indebtedness were themselves wholly illegal and void.

The act of February 21, 1881, referred to in the foregoing bond, contained, among others, the following provision: "Section 1. It shall be the duty of the county commissioners of any county having a floating indebtedness exceeding ten thousand dollars, upon the petition of fifty of the electors of said counties [county] who shall have paid taxes upon property assessed to them in said county in the preceding year, to publish for the period of thirty days in a newspaper published within said county, a notice requesting the holders of the warrants of such county to submit in writing to the board of county commissioners, within thirty days from the date of the first publication of such notice, a statement of the amount of the warrants of such county which they will exchange at par, and accrued interest, for the bonds of such county, to be issued under the provisions of this act, taking such bonds at par. It shall be the duty of such board of county commissioners at the next general election occurring after the expiration of thirty days from the date of the first publication of the notice aforementioned upon the petition of fifty of the electors of such county who shall have paid taxes upon property assessed to them in said county in the preceding year, to submit to the vote of the qualified electors of such county who shall have paid taxes on property assessed to them in said county in the preceding year, the question whether the board of county commissioners shall issue bonds of such county under the provisions of this act, in exchange at par for the warrants of such county, issued prior to the date of the first publication of the aforesaid notice; or they may submit such question at a special election, which they are hereby empowered to call for that purpose at any time after the expiration of thirty days from the date of the first publication of the notice aforementioned, on the petition of fifty qualified electors as aforesaid; and they shall publish for the period of at least thirty days immediately preceding such general or special election, in some newspaper published within such county, a notice that such question will be submitted to the duly qualified electors as aforesaid, at such election. The county treasurer of such county shall make out and cause to be delivered to the judges of election in each election precinct in the county, prior to the said election, a certified list of the taxpayers in such county who shall have paid taxes upon property assessed to them in such county in the preceding year; and no person shall vote upon the question of the funding of the county indebtedness, unless his name shall appear upon such list, nor unless he shall have paid all county taxes assessed against him in such county in the preceding year. If a majority of the votes lawfully cast upon the question of such funding of the floating county indebtedness, shall be for the funding of such indebtedness, the board of county commissioners may issue to any person or corporation holding any county warrant or warrants issued prior to the date of the first publication of the aforementioned notice, coupon bonds of such county in exchange therefor at par. No bonds shall be issued of less denomination than one hundred dollars, and if issued for a greater amount, then for some multiple of that sum, and the rate of interest shall not exceed eight per cent. per annum. The interest to be paid semiannually at the office of the county treasurer, or in the city of New York, at the option of the holders thereof. Such bonds to be payable at the pleasure of the county after ten years from the date of their issuance, but absolutely due and payable twenty years after date of issue. The whole amount of bonds issued under this act shall not exceed the sum of the county indebtedness at the date of the first publication of the aforementioned notice, and the amount shall be determined by the county commissioners, and a certificate made of the same and made a part of the records of the county; and any bond issued in excess of said sum shall be null and void; and all bonds issued under the provisions of this act shall be registered in the office of the state auditor, to whom a fee of ten cents

shall be paid for recording each bond." Laws Colo. 1881, pp. 85–87. Section 6, art. 11, of the constitution of Colorado, referred to in the defendant's answer, is as follows: "No county shall contract any debt by loan in any form, except for the purpose of erecting necessary public buildings, making or repairing public roads and bridges; and such indebtedness contracted in any one year shall not exceed the rates upon taxable property in such county, following to-wit: Counties in which the assessed valuation of taxable property shall exceed five millions of dollars, one dollar and fifty cents on each thousand dollars thereof. Counties in which such valuation shall be less than five millions of dollars, three dollars on each thousand dollars thereof. And the aggregate amount of indebtedness of any county for all purposes, exclusive of debts contracted before the adoption of this constitution, shall not at any time exceed twice the amount above herein limited, unless when in manner provided by law, the question of incurring such debt shall, at a general election, be submitted to such of the qualified electors of such county, as in the year last preceding such election, shall have paid a tax upon property assessed to them in such county, and a majority of those voting thereon shall vote in favor of incurring the debt; but the bonds, if any be issued therefor, shall not run less than ten years, and the aggregate amount of debt so contracted shall not at any time exceed twice the rate upon the valuation last herein mentioned; provided that this section shall not apply to counties having a valuation of less than one million of dollars." Laws Colo. 1877, p. 62.

The case was tried to a jury, and at the conclusion of the trial the court directed a verdict for the defendant. To reverse the judgment entered on such verdict, the plaintiff below sued out a writ of error.

H. B. Johnson and E. F. Richardson (Willard Teller was with them on the brief), for plaintiff in error.

C. S. Thomas and T. C. Brown (J. R. Hinkle, W. H. Bryant, and H. H. Lee were with them on the brief), for defendant in error.

Before SANBORN and THAYER, Circuit Judges, and LOCHREN, District Judge.

THAYER, Circuit Judge, after stating the case as above, delivered the opinion of the court.

Inasmuch as the bill of exceptions fails to show that it contains all the evidence which was produced at the trial of the case, the point is well made, in behalf of the defendant, that the action of the lower court in directing a verdict for the defendant cannot be reviewed. Nor can any of the exceptions which were taken to the charge be reviewed, for, while the charge was somewhat lengthy, yet, as it concluded with a peremptory direction to the jury to return a verdict for the defendant, it must be treated by this court precisely as it would have been had the trial court, without any explanation of its views, simply directed a finding for the defendant. When a peremptory instruction is given, either in favor of the plaintiff or the defendant, the only question with respect to the charge which is open for consideration by an appellate tribunal is whether the direction to find for the one party or the other, when considered in the light of the pleadings and all the evidence, was right; and, if the bill of exceptions fails to disclose that it contains all the evidence, that question, for obvious reasons, cannot be noticed. Taylor-Craig Corp. v. Hage, 32 U. S. App. 548, 16 C. C. A. 339, and 69 Fed. 581; Association v. Robinson, 36 U. S. App. 690, 20 C. C. A. 262, and 74 Fed. 10.

It results from this view that the only question which can be considered on the present record is whether errors were committed in the

admission or exclusion of testimony. The first error of this sort which is assigned and argued consists in the action of the trial court in admitting in evidence the assessment lists of the county of Gunnison for the years 1880, 1881, and 1882, which were offered by the defendant. An examination of the record shows, however, that, while these assessment lists were objected to generally for immateriality when they were offered, yet no exception was saved when they were admitted. For this reason the objection to the assessment lists was waived, and cannot be noticed.

In addition to the assessment lists last mentioned, the defendant county also offered in evidence three statements purporting to be financial statements of Gunnison county, Colo., for the six months ending, respectively, on December 31, 1881, June 30, 1882, and December 30, 1882. To each of the aforesaid statements was appended a certificate of the board of county commissioners to the effect that it was a true, full, and correct statement of the financial condition of Gunnison county for the period which the statement purported to cover. Each statement, when offered in evidence, also bore a certificate, made by the county clerk of Gunnison county under his hand and seal, to the effect that the aforesaid statement was a full, true, and correct copy of the financial statement of Gunnison county for the period which it purported to cover, as the same appeared "in the records of Gunnison county, in Book of Statements," at certain designated pages. These statements showed the total indebtedness of Gunnison county, consisting of bonds and warrants, to have been as follows: On December 31, 1881, $77,559.01; on June 30, 1882, $118,691.49; and on December 30, 1882, $284,763.05. They also showed on what account debts had been incurred by the county during the period covered thereby, and the names of many persons and firms in whose favor warrants had been drawn. The financial statements in question seem to have been prepared by the board of county commissioners for the purpose of complying with section 30 of an act passed by the legislature of the state of Colorado on March 24, 1877, entitled "An act concerning counties, county officers and county government, and repealing laws on these subjects." Laws Colo. 1877, pp. 218, 237. The thirtieth section of said act, in substance, required the various boards of county commissioners throughout the state to make semi-annual financial statements at their regular sessions in January and July of each year, showing, among other things, the total indebtedness of their respective counties at such periods, of what the indebtedness consisted, and the rate of interest paid thereon, which statements were required to be entered of record by the clerk of the county board in a book kept for that purpose, and to be published in some weekly paper, or to be posted in three conspicuous places in the county, if no newspaper was published therein. Another document which was offered in evidence by the defendant was a duly-certified copy of the record of proceedings of the board of county commissioners of Gunnison county, which had been taken under the act of February 21, 1881, quoted in the statement, by virtue of which proceedings certain floating indebtedness of the county had been funded, and the bonds in controversy had been issued. These proceedings contained, among other things,

a certificate made by the board of county commissioners showing that the floating indebtedness of the county of Gunnison was $174,115.29 on August 21, 1882, when the first publication was made of the notice to warrant holders which was required to be given by the provisions of said act. The plaintiff objected to the admission of the financial statements and the record of the proceedings of the board, but they were admitted in evidence over such objection, and an exception was duly saved to their admission. This exception presents the question of chief importance which arises upon the record. We are constrained to hold that the financial statements to which reference has been made were not admissible in evidence against an innocent purchaser for value, before maturity, of funding bonds containing such recitals as those contained in the bonds in controversy. The funding act of February 21, 1881, made it the duty of the board of county commissioners to determine the amount of the county indebtedness, and make a certificate thereof, and spread the same upon the records of the county, as one of the initial steps towards an issuance of funding bonds. The record discloses that such a determination was made and duly entered of record before the bonds in controversy were issued; and, such determination having been made by the board of county commissioners in obedience to the mandate of the statute, it is certainly entitled to as much credit as the semiannual statements made by the same board in pursuance of the provisions of the act of March 24, 1877. Indeed, when it is borne in mind that the board was required to determine the true amount of the county debt, as of the date of the first publication of the notice to warrant holders, if the county proposed to issue funding bonds, and when it is also borne in mind that the indebtedness of the county was liable to great fluctuations between the dates of the several semiannual statements, it is fair to presume that the statement of the total county debt for which provision was made in the funding act was the only authentic statement of such indebtedness which the legislature intended should be consulted, either by warrant holders, or other persons who might be concerned in the issuance of funding bonds. In the case of Sutliff v. Commissioners, 147 U. S. 230, 13 Sup. Ct. 318, it was held that a purchaser of bonds issued by a county of Colorado under section 21 of the act of March 24, 1877, supra, was charged with the duty of examining statements of the financial condition of the county which had been made by the board of county commissioners pursuant to section 30 of the same act, notwithstanding a recital contained in the bonds "that all the provisions of said act have been fully complied with by the proper officers in the issuing of this bond." But the two cases—the one at bar and that case—are not parallel, in this: that the bonds involved in the present suit were not issued under the act of March 24, 1877, but under an act which, in the very first section conferring the power to issue funding bonds, also made provision for a judicial determination of the amount of the county indebtedness, before such bonds were issued, and also required such determination to be made as of the date of the proposed issue. We do not understand the decision in the Sutliff Case to go to the extent of holding that a bond purchaser must, at his peril, examine every record of

county indebtedness which has been made by county officials, pursuant to the provisions of a statute, with a view of satisfying himself that the constitutional limit of indebtedness has not been exceeded. Even if such is the rule where, in cases like the Sutliff Case, the bonds do not contain an express recital that the issue does not exceed the constitutional limit, yet it ought not to be applied to a case like the one in hand, where the bonds do contain a certificate "that the total amount of this issue does not exceed the limit prescribed by the constitution of the state of Colorado." When, as in the present case, it appears that there are two acts, passed at different times, each making provision for an official statement of the county indebtedness to be made at different times, one of which statements is required to be made with express reference to an issue of bonds, and as one of the preliminary steps to that end, we think it is reasonable to conclude that a purchaser of the bonds is, at most, only charged with the duty of examining the latter statement. If a discrepancy exists between the two statements, it is clear, we think, that that statement should govern and control which was made with express reference to an issue of bonds, and presumably for the information of the bondholder, and that the bondholder should only be charged with the duty of examining the statement on which he has a right to rely.

It is contended on the part of the plaintiff that a purchaser of the funding bonds in controversy, in view of the recitals therein contained, was not even chargeable with notice of the certificate made by the board of county commissioners, showing the county indebtedness on August 21, 1882, to have been $174,115.29; but we have not found it necessary to consider that proposition, and shall express no opinion thereon. It may be conceded, though not decided, that a purchaser of the bonds in question was affected with notice of all the facts disclosed by the record of the proceedings of the board which culminated in the issuance of the bonds; but, notwithstanding this concession, we are of opinion that the record made by the board of county commissioners disclosed no facts rendering the bonds void in the hands of an innocent purchaser for value. These bonds contained a recital, heretofore quoted, to the effect that the amount issued did not exceed the constitutional limit of indebtedness; and the certificate made by the board, showing the total county indebtedness, as of August 21, 1882, did not pretend to state when that indebtedness was created. Moreover, the bonds on their face purported to be funding bonds issued "for valid floating indebtedness," which would not create a new debt, assuming the warrants for which they were issued to have been valid, but would simply change the form of an existing indebtedness. In re State Bonds (Me.) 18 Atl. 291; Powell v. City of Madison, 107 Ind. 110, 8 N. E. 31; City of Los Angeles v. Teed (Cal.) 44 Pac. 580; Commissioners of Marion County v. Commissioners of Harvey County, 26 Kan. 181, 201; Hotchkiss v. Marion, 12 Mont. 218, 29 Pac. 821; Miller v. School Dist. No. 3 (Wyo.) 39 Pac. 879. A purchaser of the bonds, therefore, who examined one of them, or the whole issue, for that matter, in the light of the constitutional provision and the certificate made by the board, would have been unable to say that the aforesaid recital was false, and that the bonds were void, for