

Jacobs Vs. Adams

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Court : US Supreme Court

Decided On : 1781

Appeal No. : 1 U.S. 52

Appellant : Jacobs

Respondent : Adams

Judgement :

JACOBS v. ADAMS - 1 U.S. 52 (1781)

U.S. Supreme Court JACOBS v. ADAMS, 1 U.S. 52 (1781)

1 U.S. 52 (Dall.)

The Claim of Jacobs v. Adams Executor

Supreme Court of Pennsylvania April Term, 1781

This case had been argued on the 3rd of July by Lewis for the Claimant, and Bradford for the estate of Adams. The former cited 2 P. Will. 157, 154. Pract. Reg. Barn. 151. 3 Wils. 206. 2 Burr 1083. The latter cited 10 Mod. 277. 6. Mod. 167.

And now, the 8th of July, the CHIEF JUSTICE stated the question, and delivered the opinion of the Court, to the following effect:

M'KEAN, C. J. The Testator, Flowers, and Jacobs, entered into an agreement for the sale of certain lands; soon after which Flower's died, and Jacobs paid the purchase money to his executors. The will, however, which appointed these executors, was afterwards set aside, having been obtained by undue influence; and Jacobs filed the present claim to recover the money that he had thus improperly paid.

The only question submitted to the consideration of the Court, is, whether under these circumstances, interest should be allowed?

If there appeared, on the part of the executors, any thing like a *suppressio veri*, or *suggestio falsi*, our decision would, perhaps, be different from that which we have formed. But on the present complexion of the transaction, we think no interest ought to be allowed.

In *Ventris*, it is said, that no interest is lawful, and, in many other cases, that it cannot be recovered, unless given by a positive statute. When the St. of H. 7. c. was passed, a question arose, whether interest might be allowed pending a writ of error; and it was refused. In the case of promissory notes, however, where a day certain is fixed for payment, interest is allowed from the day of payment; and, where no day is fixed, it is payable from the time of demand. But in the instance before us, the money was received, as well as paid, in a mistake, and neither fraud or surprize can be imputed to either party. Therefore,

Let the claim be allowed for the principal sum which Jacobs had paid, without interest.[*Jacobs v. Adams* [1 U.S. 52](#) (1781)]

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