

Diggs and Keith Vs. Wolcott

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Court : US Supreme Court

Decided On : 1807

Appeal No. : 8 U.S. 179

Appellant : Diggs and Keith

Respondent : Wolcott

Judgement :

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APPEAL FROM THE DISTRICT

COURT OF CONNECTICUT

SYLLABUS

A court of the United States has no jurisdiction to enjoin proceedings in a state court.

The appellants, Diggs and Keith, had commenced a suit at law against Alexander Wolcott, the appellee, in the County Court for the County of Middlesex in the State of Connecticut upon two promissory notes given by Wolcott to one Richard Matthews for the purchase of lands in Virginia, and by him endorsed to the appellants, whereupon Wolcott filed a bill in chancery in the superior court of the state against the appellants Diggs and Keith and also against Robert Young and Richard Matthews, praying that Diggs and Keith might be compelled to give up the two notes to be cancelled or be perpetually enjoined from proceeding at law for the recovery thereof, &c.;

This suit in chancery was removed by the appellants from the state court into the Circuit Court of the United States for the District of Connecticut, where it was decreed that Diggs and Keith should, on or before a certain day, deliver the notes to the clerk of the court, and in default thereof should forfeit and pay to Wolcott \$1,500, and that they should be perpetually enjoined, &c.;, and that Robert Young should repay to the appellee the amount of principal and interest which the latter had paid on account of the purchase of the lands, and that the appellee should deliver up to the clerk the surveys of the lands, and the bond of conveyance, and in default thereof should pay to R. Young the sum of \$20,000.

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Reversed the decree.