

Mason Vs. Haile

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Appeal No. : 25 U.S. 370

Appellant : Mason

Respondent : Haile

Judgement :

Mason v. Haile - 25 U.S. 370 (1827)

U.S. Supreme Court Mason v. Haile, 25 U.S. 12 Wheat. 370 370 (1827)

Mason v. Haile

25 U.S. (12 Wheat.) 370

ON CERTIFICATE OF DIVISION OF OPINION AMONG THE

JUDGES OF THE CIRCUIT COURT OF RHODE ISLAND

SYLLABUS

The states have a right to regulate or abolish, imprisonment for debt as a part of the remedy for enforcing the performance of contracts.

Where the condition of a bond for the jail limits in Rhode Island required the party to remain a true prisoner in the custody of the keeper of the prison and within the limits of the prison

"until he shall be lawfully discharged, without committing any manner of escape or escapes during the time of restraint, then this obligation, to be void, or else to remain in full force and virtue,"

held that a discharge, under the insolvent laws of the state, obtained from the proper court in pursuance of a resolution of the legislature and discharging the party from all his debts &c.; "and from all imprisonment, arrest, and restraint of his person therefor" was a lawful discharge, and that his going at large under it was no breach of the condition of the bond.

This was an action of debt brought in the Circuit Court of Rhode Island upon two several bonds given by the defendant, Haile, to the plaintiff, Mason and one Bates, whom the plaintiff survives, one of which bonds was executed on 14 and the other on 29 March, 1814. The condition in both bonds was the same except as to dates and sums, and is as follows:

"The condition of the above obligation is such that if the above bounden Nathan Haile, now a prisoner in the state's jail in Providence, within the County of Providence, at the suit of Mason and Bates, do, and shall from henceforth continue to be a true prisoner in the custody, guard, and safekeeping of Andrew Waterman, keeper of said prison, and in the custody, guard, and safekeeping of his deputy, officers, and servants, or some one of them, within the limits of said prison until he shall be lawfully discharged, without committing any manner of escape or escapes during the time of restraint, then this obligation to be void, or else to remain in full force and virtue. "

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To the declaration upon these bonds the defendant pleaded several pleas, the substance of which was that in June, 1814, after giving the bonds, the defendant presented a petition to the Legislature of Rhode Island praying for relief, and the

benefit of an act passed in June, 1756, entitled "an act for the relief of insolvent debtors," and that in the meantime all proceedings against him for debt might be stayed, and he be liberated from jail on giving bonds to return to jail in case his petition shall not be granted. Upon this petition, the legislature, in February, 1815, passed the following resolution:

"On the petition of Nathan Haile, praying, for the reasons therein stated, that the benefit of an act entitled, 'An act for the relief of insolvent debtors,' passed in the year 1756, be extended to him, voted that said petition be continued till the next session of this assembly and that in the meantime all proceedings against him, the said Haile, on account of his debts be stayed, and that the said Haile be liberated from his present confinement in the jail in the County of Providence on his giving sufficient bond to the sheriff of said county conditioned to return to jail in case said petition is not granted."

That on 28 February, 1815, he gave sufficient bond with surety to the sheriff, conditioned to return to jail in case the petition should not be granted, and thereupon the sheriff did liberate and discharge him from his said confinement, in said jail and permit him to go at large out of said Waterman's custody, and the custody of the keeper of said prison, his deputy, officers, and servants, and out of the limits of said jail and jail yard, and he, said Haile, did, upon being so liberated, depart and go at large out of the same accordingly, and so continued at large and liberated until the prayer of said petition was granted by the legislature at the February session, 1816, and ever since, as lawfully he might. That in February, 1816, the legislature, upon a due hearing, granted the prayer of the defendant's petition and passed the following resolution:

"On the petition of Nathan Haile, of Foster, praying for the reasons therein stated that the benefit of an act passed in June, 1756, for the relief of insolvent debtors may be extended to him, voted that the prayer of the petition be

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and the same is hereby granted."

That the defendant afterwards, in pursuance of the above resolution and of the laws of the state, received in due form from the proper court a judgment

"that he should be and thereby was fully discharged of and from all debts, duties, contracts, and demands of every name, nature, and kind outstanding against him debts due to the state aforesaid, and to the United States, excepted, and from all imprisonment, arrest, and restraint of his person therefor."

To the pleas so pleaded the plaintiff demurred; there was a joinder in demurrer, and, on the argument of the cause, the opinions of the judges of the court below were opposed upon the question whether the defendant was entitled to judgment on the ground that the matters set forth on his part in his pleas were sufficient to bar the action or whether the plaintiff was entitled to judgment upon the demurrers and joinders. The question was thereupon certified to this Court for final decision.

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MR. JUSTICE THOMPSON delivered the opinion of the Court.

The question in this case arises upon the following certificate of a division of opinion of the judges of the Circuit Court of the United States for the District of Rhode Island:

"This cause came on to be heard and was argued by counsel on both sides, and thereupon the following question occurred, *viz.*, whether, upon the amended pleas in this case, severally pleaded to the first and second counts of the

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plaintiff's declaration and to which there are demurrers, and joinders in demurrer, the defendant is entitled to judgment on the ground that the matters set forth therein on the part of the defendant are sufficient to bar the action, or whether the plaintiff is entitled, upon said demurrers and joinders, to judgment. Upon which question the court was divided in opinion."

It is not understood by this Court that any question as to the sufficiency of the pleas in point of form is drawn under examination, but simply whether, upon the merits, the matter thereby set up is sufficient to bar the action. The action is founded upon two several bonds given by the defendant to the plaintiff and one Bates, whom the plaintiff survives, one dated 14 and the other 29 March, 1814. The condition in both bonds is the same except as to dates and sums, and is as follows:

"The condition of the above obligation is such that if the above bounden Nathan Haile, now a prisoner in the state's jail in Providence within the County of Providence, at the suit of said Mason and Bates do and shall from henceforth continue to be a true prisoner in the custody, guard, and safekeeping of Andrew Waterman, keeper of said prison, and in the custody, guard, and safekeeping of his deputy, officers, and servants or some one of them within the limits of said prison until he shall be lawfully discharged without committing any manner of escape or escapes during the time of restraint, then this obligation to be void, or else to remain in full force and virtue."

The defense set up by the pleas to show there has been no breach of the condition of the bond is substantially that in June, 1814, after giving the bond in question, the defendant presented a petition to the Legislature of Rhode Island praying relief, and the benefit of the Insolvent Act of 1756, and that in the meantime all proceedings against his person and estate for the collection of debts might be stayed and he be liberated from jail on giving bonds to return in case his petition should not be granted. Upon this petition, the legislature, in February, 1816, passed the following resolution:

"On the petition of Nathan Haile praying for the reasons therein stated that the benefit of an act entitled 'An act for the relief of insolvent debtors,' passed in the year

1756, be extended to him, voted that said petition be continued until the next session of this assembly and that in the meantime all proceedings against the said Haile on account of his debts be stayed, and that the said Haile be liberated from his present imprisonment in the jail in the County of Providence on his giving sufficient bond to the sheriff of the county conditioned to return to jail in case said petition is not granted."

The defendant, after the passing of this resolution, gave the bond required by it and, on the 28th of the same month, was discharged from imprisonment, and has ever since been at large, out of the custody of the sheriff. In February, 1816, the legislature, upon a due hearing, granted the prayer of the defendant and passed the following resolution:

"On the petition of Nathan Haile of Foster praying, for the reasons therein stated, that the benefit of an act passed in June, 1756, for the relief of insolvent debtors may be extended to him, voted that the prayer of the said petition be and the same is hereby granted."

By the granting of the prayer of the petition, the condition of the second bond given to the sheriff was complied with, and the bond became extinguished.

The defendant afterwards proceeded to take the benefit of the insolvent act revived in his favor according to the statute provisions, and received in due form from the proper court a judgment

"that he should be and thereby was fully discharged of and from all debts, contracts, and demands of every name, nature, and kind outstanding against him, debts due to the state aforesaid or to the United States excepted, and from all imprisonment, arrest, and restraint of his person therefor."

The insolvent act of 1756 is not considered in force as a general and permanent law, but the Legislature of Rhode Island has been in the constant habit of entertaining petitions like the present, and has by the general law of 1798 (now in force) prescribed the mode by which such petitions are to be regulated, and in case of granting the prayer of the petition, the course is to pass an act or

resolution, giving the benefit of the act of 1756 to the petitioner, and thus, in effect, reviving it for his particular benefit. So that the mode pursued to obtain the discharge of the defendant as set out in the pleas, was according to the established course

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of proceeding in cases of insolvency and in conformity to the laws of Rhode Island by which the defendant was discharged from all his contracts and from imprisonment.

The effect of this discharge upon the original judgment against Haile is not now drawn in question. The only inquiry is whether he has violated the condition of his bonds of March, 1814, by going at large under the authority and sanction of the resolutions of the legislature as before stated. His bond required him to remain a true prisoner until he should be lawfully discharged, without committing any manner of escape during the time of restraint. The bond is not that he shall remain a true prisoner until the debt shall be paid. Nor is there anything upon the face of the bond, or if we look out of it, to the known and established laws and usages in that state, calling for such a construction. A lawful discharge, in its general signification, will extend to and be satisfied by any discharge obtained under the legislative authority of the state. And it is not unreasonable to consider such prison bonds as given subject to the ordinary and well known practice in Rhode Island, for the legislature to entertain petitions in the manner pursued by the defendant, to obtain the benefit of the insolvent act of 1756, in the manner in which these petitions are received and proceeded upon as prescribed by the act of 1798. And indeed this cannot strictly be considered a private contract between the parties, but rather as a statute engagement imposed by an act of the legislature and as a part of the process under which the defendant was held as a prisoner. And with the full knowledge of this regulation and practice, it is hardly to be presumed that such discharges were not understood to be lawful discharges. And the same remarks will apply to the term escape in the bond, which can mean no more than a departure from the limits without lawful authority. Suppose the legislature, after the execution of this bond, had enlarged the jail limits? It surely would not have been

an escape for the defendant to have availed himself of the enlarged limits and gone beyond his former bounds. And yet, if the limits prescribed at the time the bond was executed are to govern the effect and operation of the bond, it would be an escape. Such bonds may well be considered

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as an enlargement of the prison limits, and a mere modification of the imprisonment according to the provisions of the laws of Rhode Island.

Can it be doubted but the legislatures of the states, so far as relates to their own process, have a right to abolish imprisonment for debt altogether, and that such law might extend to present as well as future imprisonment? We are not aware that such a power in the states has ever been questioned. And if such a general law would be valid under the Constitution of the United States, where is the prohibition to be found that denies to the State of Rhode Island the right of applying the same remedy to individual cases? This is a measure which must be regulated by the views of policy and expediency entertained by the state legislatures. Such laws act merely upon the remedy, and that in part only. They do not take away the entire remedy, but only so far as imprisonment forms a part of such remedy. The doctrine of this Court in the case of [Sturges v. Crowninshield](#), 4 Wheat. 200, applies with full force to the present case. "Imprisonment of the debtor," say the Court

"may be a punishment for not performing his contract, or may be allowed as a mean for inducing him to perform it. But a state may refuse to inflict this punishment, or may withhold it altogether, and leave the contract in full force. Imprisonment is no part of the contract, and simply to release the prisoner, does not impair its obligation."

In whatever light, therefore, the question is viewed, no breach of the condition of the bond, according to its true sense and interpretation, has been committed. The liberation of the defendant from confinement, on his giving bond to the sheriff to return to jail in case his petition for a discharge should not be granted, was

sanctioned by the due exercise of legislative power, and was analogous to extending to him more enlarged jail limits, and would not be considered an escape. And both this and the final discharge, so far, at all events, as it related to the imprisonment of the defendant, affected the remedy in part only, and was in the due and ordinary exercise of the powers vested in the Legislature of Rhode Island, and was a lawful discharge, and no

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escape, and of course, no breach of the condition of the bond in question.

It must accordingly be certified to the circuit court that the matters set forth in the defendants amended pleas are sufficient to bar the plaintiff's action.

MR. JUSTICE WASHINGTON dissented.

It has never been my habit to deliver dissenting opinions in cases where it has been my misfortune to differ from those which have been pronounced by a majority of this Court. Nor should I do so upon the present occasion, did I not believe, that the opinion just delivered is at variance with the fundamental principles upon which the cases of *Sturges v. Crowninshield*, and *Ogden v. Saunders* have been decided. A regard for my own consistency, and that too upon a great constitutional question, compels me to record the reasons upon which my dissent is founded.

The great, the intelligible principle upon which those cases were decided is that a retrospective state law, so far as it operates to discharge or to vary the terms of an existing contract, impairs its obligation and is, for that reason, a violation of the tenth section of the first article of the Constitution of the United States, but that a law which is prospective in its operation has not this effect, and consequently is not forbidden by that instrument. But if I rightly understand the opinion pronounced in this case, and the facts upon which it is founded, this principle is subverted, and the distinction between retrospective and prospective laws in their application to contracts is altogether disregarded. The facts are that the bond upon which this action is brought bears date 14 March, 1814, and the condition is that the

defendant, then a prisoner in the state's jail in Providence, at the suit of the plaintiff, shall continue to be a true prisoner in the custody and safekeeping of the keeper of the said jail within the limits of the said prison until he shall be lawfully discharged. Upon the petition of the defendant to the Legislature of Rhode Island to extend to him the benefit of a certain act passed in the year 1756, an act was passed in February, 1815, which liberated him from his confinement in the jail aforesaid, on his giving a bond to return

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to the said jail in case his petition should not be granted, and, by a subsequent act passed in the following year, he was discharged from his debts upon a surrender previously made of all his estate for the benefit of his creditors. The plea admits that the defendant did depart from the limits of the jail, and justifies the alleged escape under the above acts of the legislature. The opinion considers those acts as constitutional and decides that the defendant was lawfully discharged within the terms of his bond.

The case of *Sturges v. Crowninshield* arose upon a contract for the payment of money from which the debtor was discharged under a subsequent state insolvent law, and this discharge was plead in bar of the action upon the contract. This Court decided the plea to be insufficient upon the ground that the law upon which it was founded impaired the obligation of the contract, which was entered into previous to his discharge. The obligation of the contract upon which the present suit was brought is not to pay money, but to continue a true prisoner within the limits of the jail in which he was then confined. A subsequent act of the legislature discharges him from his confinement and authorizes him to go at large, of which law he availed himself, and under which the justifies the alleged breach of the condition of his bond.

A contract, we are informed by the above case, is an agreement by one or more persons to do or not to do a particular thing, and the law which compels a performance of such contract constitutes its obligation. The thing to be done in that case was to pay money, and in this it is to continue a true prisoner, and at the time

it was concluded, the existing law of Rhode Island required him to perform this engagement. A discharge from his debts in the former case, by a subsequent law of the state, impaired that obligation, but this obligation, it is said, is not impaired by a subsequent law which discharges him from confinement as well as from all his debts. If the principle which governs the two cases can be reconciled with each other, the course of reasoning by which it is to be effected is quite too subtle for my mind to comprehend it.

It was stated in the case alluded to that imprisonment of

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the debtor forms no part of the contract, and consequently that a law which discharges his person from confinement does not impair its obligation. This I admit, and the principle was strictly applicable to a contract for the payment of money. But can it possibly apply to a case where the restraint of the person is the sole object of the contract, and continuing within the limits of the prison the thing contracted to be done?

I admit the right of a state to put an end to imprisonment for debt altogether, and even to discharge insolvent debtors from their debts, by the enactment of a bankrupt law for that purpose. I am compelled by the case of *Sturges v. Crowninshield* to make this latter admission, and I voluntarily make the former. But what I insist upon is that if the law in either case is made to operate retroactively upon contracts, to do what the law discharges the party from doing, it impairs the obligation of the contract, and is so far invalid.

I will now briefly consider the reasons which are assigned for distinguishing this case from that of *Sturges v. Crowninshield*.

It is said that the bond in this case is not in point of law a contract, since there is but one voluntary party to it, and a contract cannot exist unless there be at least two parties to it. My answer is that the law of Rhode Island which authorized the giving of the bond made the creditor the other party, as much so as creditors and legatees are made parties to a bond, which the law requires an executor to give. If

this answer be not considered as satisfactory, I will add another, which is that the creditor has adopted it as his contract by putting it in suit.

Again it is said that the acts which discharged this defendant from his imprisonment, and even from the debt altogether, are not retrospective in their operation and are not so considered in the state where they were passed.

How they are considered in that state is more than this Court can judicially know, and consequently that circumstance cannot here form the basis of a judicial determination.

All that we do judicially know is that the act of 1756

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was a temporary law, and expired nearly half a century ago. It was then, in the year 1815, as if it had never existed. An act in this year to revive it, either as a general law or for the purpose of benefiting a particular individual, is the enactment of a new law, which derives all its force from the will of the legislature which enacts it, and not from that of the legislature to which the expired law owed its temporary existence. Is it possible that argument or authorities can be required to prove this proposition? Would the argument upon which the contrary proposition is founded have been adopted in the case of *Sturges v. Crowninshield*, if the discharge had been under an act passed subsequent to the contract, which revived an old expired insolvent or bankrupt law? And am I to understand, that contracts for the payment of money, as well as for the restraint of the person of the debtor, may now be discharged in the State of Rhode Island at any time, by an act to revive the act of 1756 in favor of debtors for whose benefit it may be revived? If this be the effect of the present decision (and I confess I cannot perceive how it can be otherwise), the decision in the case of *Sturges v. Crowninshield* will avail nothing in that state, or in any other of the states in whose code an old deceased insolvent law can be found, which, in the days of its existence, authorized a legislative discharge of a debtor from his debts, or from his prison bounds bond.

Lastly it is said that this law does no more than enlarge the limits of the prison rules within which the defendant bound himself to continue. And can it be contended that a law which has this effect does not vary (and if it does so, it impairs) the terms of the contract entered into by the defendant? For what object was he restricted to certain limits, if not to coerce him to pay the debt for which the plaintiff had a judgment and execution against him? And is not this object defeated, and the whole value of his prison bounds contract destroyed, by enlarging the limits to those of the state, of the United States, or of the four quarters of the globe? I shall add nothing further. I have prepared no written opinion, my object in declaring my dissent from that which has been delivered being not so much to prove

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that opinion to be wrong, as to vindicate my own consistency.

Certificate that the matters set forth in the defendant's pleas are sufficient to bar the plaintiff's action.

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