

Campbell's Executors Vs. Pratt

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Court : US Supreme Court

Decided On : 1829

Appeal No. : 27 U.S. 354

Appellant : Campbell's Executors

Respondent : Pratt

Judgement :

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27 U.S. (2 Pet.) 354

APPEAL FROM THE CIRCUIT

COURT OF WASHINGTON COUNTY

SYLLABUS

The Court refused to reverse the decree of the Circuit Court of the County of Washington although an error had been committed in proceeding under the mandate from this Court, as no benefit would result to the appellant from a

reversal.

The matters in controversy in this case arose out of proceedings in the circuit court under the mandate of this Court issued at February term, 1815, in the case of [Pratt v. Campbell](#), 9 Cranch 456.

In the circuit court, the appellants in this case filed their bill alleging that they had been injured by the proceedings under the mandate, 9 Cranch 58, and that the court gave a decree against their claims as set forth in the bill. From this decree they appealed.

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MR. JUSTICE JOHNSON delivered the opinion of the Court.

This cause has its origin in the great case of *Pratt, Francis*, which appeared in this Court some years ago with the formidable bulk of nine hundred folios! The rights of the parties had become exceedingly perplexed in the progress of large and multifarious transactions, originating in the speculations of Morris, Nicholson & Greenleaf in the land of this city. Thomas Law held a mortgage of thirty-six squares from Morris, Nicholson & Greenleaf, and fourteen of the same squares were mortgaged by them to one Duncanson. Campbell acquired the equity of redemption of Morris, Nicholson & Greenleaf in thirty-two of the thirty-six squares, the four others not being included in Duncanson's mortgage. The equity of redemption in these four squares has passed by assignment to present appellees in right of Morris, Nicholson & Greenleaf. Thirteen of the

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squares included in Duncanson's mortgage were among the thirty-two in which Campbell had possessed himself of Morris, Nicholson & Greenleaf's equity of redemption, and his constant efforts have been to reduce the sum due on Law's mortgage, to put aside that of Duncanson as a satisfied encumbrance, and to obtain a precedence to Morris, Nicholson & Greenleaf's equity in the four remaining squares.

This Court established the principles on which the sum to be raised to satisfy Law's mortgage should be ascertained; decided against any precedence in Campbell as a joint holder of the equity of redemption; and sustained Duncanson's mortgage in favor of a prior equity which Greenleaf held in it. So that in effect the cause went down to the circuit court for the sole purpose of having a sale of the squares effected; the proceeds applied, first to pay off Law's mortgage, then Greenleaf's interest in Duncanson's mortgage, and the balance only, if any, to go to the equity of redemption. Substantially, this has not been done, for we now find the two squares, which form the subject of the present controversy, in the hands of Pratt *et al.*, the appellees, which could only be in the right of Morris, Nicholson & Greenleaf's equity of redemption, whereas Duncanson's mortgage to a large amount remains unsatisfied, and Campbell, with eight-ninths of the equity of redemption in him, has received nothing.

If then the appellees should be confirmed in the possession of those squares, it is obvious that Campbell would have much to complain of, since his equity of redemption in the other thirty-two squares had been in effect applied to the extinction of a common encumbrance. This would serve him at equity in eight-ninths of these two squares.

But this is a mere delusion, since the holders of the equity of redemption could rightfully receive nothing until the mortgages were both paid off. This was certainly the case with Morris, Nicholson & Greenleaf, and this Court has been constantly inculcating that Campbell stood precisely in their shoes, and was entitled to no higher equity.

All the obscurity in which the case is involved, and which has seemed so long to keep both parties from approaching

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it, arises from an error committed below, probably by the commissioner, in selling the doubly encumbered squares before those singly encumbered were disposed of, the consequence of which is that these squares, which were not in

Duncanson's mortgage, remain unsold because the sale of the thirty-four satisfied Law's mortgage, whereas, by beginning with the sale of those singly encumbered, two squares (supposing the value to be the same) would have remained to be applied to the payment of Greenleaf's interest in Duncanson's mortgage.

But there is nothing in this for Campbell to complain of, since after applying the proceeds of these squares to the payment of the second mortgage, it still remains unsatisfied to a great amount, and leaves Campbell nothing to receive in right of his equity of redemption.

The decree of the court below as against this appellant will be affirmed.

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the District of Columbia holden in and for the County of Washington and was argued by counsel, on consideration whereof it is considered, ordered, and decreed by this Court that the decree of the said circuit court in this cause be and the same is hereby affirmed with costs.

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