

**Rowan Vs. Runnels**

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**Court :** US Supreme Court

**Decided On :** 1847

**Appeal No. :** 46 U.S. 134

**Appellant :** Rowan

**Respondent :** Runnels

**Judgement :**

Rowan v. Runnels - 46 U.S. 134 (1847)

U.S. Supreme Court Rowan v. Runnels, 46 U.S. 5 How. 134 134 (1847)

**Rowan v. Runnels**

**46 U.S. (5 How.) 134**

*ERROR TO THE CIRCUIT COURT OF THE UNITED*

*STATES FOR THE SOUTHERN DISTRICT OF MISSISSIPPI*

## **SYLLABUS**

In the case of [Groves v. Slaughter](#), 15 Pet. 449, this Court decided that the Constitution of Mississippi did not, of itself, and without any legislative enactment, prohibit the introduction of slaves as merchandise and for sale.

This constitution went into operation on 1 May, 1833, and on 13 May, 1837, a law was passed to provide for the case.

This Court adheres to the construction of the Constitution which was given in the case of *Groves v. Slaughter*, and enforces contracts made between the two days above mentioned, although the courts of the State of Mississippi have, since the decision in the case of *Groves v. Slaughter*, declared such contracts to be void.

These cases were brought up, by writ of error, from the Circuit Court of the United States for the Southern District of Mississippi. Rowan and Harris were citizens of Virginia, and Runnels was a citizen of Mississippi.

Both cases depended upon the same principle, and differed only in this -- that in one Runnels executed to Rowan & Harris his own note, and in the other endorsed over to them a promissory note executed by George W. Adams. Both notes were due on 1 March, 1840, one being for \$2,950.70 and the other for

\$8,671.33. At maturity the notes were protested for nonpayment, and suits brought upon them.

At the trial, the defendant offered in evidence a transcript of the record of a suit pending in the Supreme Court of Chancery of the

Page 46 U. S. 135

State of Mississippi, wherein Rowan & Harris were complainants, and George W. Adams and others defendants, one object of which was to show that the consideration for the notes was a sale of slaves by Rowan & Harris to Runnels. Whereupon the defendant moved the court to instruct the jury that if they believed from the evidence that the original consideration of the note sued on was the sale by plaintiffs to defendant of slaves introduced into the State of Mississippi for sale and as merchandise by plaintiffs since 1 May, 1833, that then said note was void and they should find for the defendant. Which instruction the court gave to the jury as moved for by the defendant. To the giving of which instruction the plaintiffs excepted, and upon this exception the case came up to this Court.

MR. CHIEF JUSTICE TANEY delivered the opinion of the Court.

This action was brought in the Circuit Court for the Southern District of Mississippi by the plaintiffs upon a promissory note made to them by the defendant for \$2,950.70, dated March 27, 1839, and payable on 1 March, 1840.

The defendant offered in evidence that the only consideration of this note was certain slaves sold by the plaintiff to him in Mississippi in the year 1836, this note being given to take up former securities which had not been paid, and that the said slaves were introduced and imported into the state in the year last above mentioned by the plaintiffs as merchandise and for sale.

Upon this evidence, the court instructed the jury that if the slaves were so introduced after 1 May, 1833, the note was void and their verdict must be for the defendant. The plaintiffs excepted to this instruction, and the verdict and judgment being against them, they have brought the case here by writ of error.

The circuit court held this contract to be illegal and void under the following section of the Constitution of Mississippi, adopted in 1832.

"The introduction of slaves into this state as merchandise or for sale shall be prohibited from and after 1 May, 1833, provided the actual settler or settlers shall not be prohibited from purchasing slaves in any state in this Union and bringing them into this state for their own individual use till the year 1845."

The question presented in this case is precisely the same with that decided by this Court in the case of [Groves v. Slaughter](#), reported in 15 Pet. 449. And the Court then held, after hearing a very full and elaborate argument, that the clause in the Constitution of Mississippi relied on by the defendant, which went into operation on 1 May, 1833, did not of itself prohibit the introduction of slaves as merchandise and for sale, and that contracts for the purchase and sale of slaves so introduced, made before the passage of the law of that State of May 13, 1837, were valid and binding upon the parties. The reasoning, upon which that opinion was

founded, is fully set forth in the report of the case, and need not be repeated here.

It now appears, however, that the question has since been brought before the courts of the state, and it has been there settled by its highest tribunals that the clause in the Constitution above referred to did, of itself and without any legislative enactment, prohibit the introduction of slaves as merchandise and for sale; and rendered all contracts for the sale of such slaves, made after May 1, 1833, illegal and void. And it is argued that inasmuch as this Court adopts the construction given by the state courts to their own Constitution and laws, we ought to follow the decisions in Mississippi, and declare the contract before us to be void, notwithstanding the case of *Groves v. Slaughter*.

But we are not aware of any decision in this Court which presses the rule so far or that would justify this Court in declaring contracts to be void upon this ground which upon the fullest consideration it has so recently held to be good. It will be seen by a reference to the opinion delivered in the case of *Groves v. Slaughter* that the court were satisfied not only that the construction it then placed on the Constitution of Mississippi was the true one, but that it conformed to the construction upon which the Legislature of the state had acted, and that the validity of these sales had not been brought into question in any of the tribunals of the state until long after the time when this contract was made, and that as late as the beginning of the year 1841, when *Groves v. Slaughter* was decided, it did not appear from anything before the Court that the construction of the clause in question had been settled either way by judicial decision in the courts of the state.

acting under the opinion thus deliberately given by this Court, we can hardly be required by any comity or respect for the state courts to surrender our judgment to decisions since made in the state and declare contracts to be void which upon full consideration we have pronounced to be valid. Undoubtedly this Court will always feel itself bound to respect the decisions of the state courts, and from the time they are made will regard them as conclusive in all cases upon the construction of their own Constitution and laws.

But we ought not to give to them a retroactive effect, and allow them to render invalid contracts entered into with citizens of other states which in the judgment of this Court were lawfully made. For if such a rule were adopted and the comity due to state decisions pushed to this extent, it is evident that the provision in the Constitution of the United States which secures to the citizens of another state the right to sue in the courts of the United States might become utterly useless and nugatory.

We are of opinion, therefore, that the decision in the case of *Groves v. Slaughter* must rule this case, and consequently that the judgment of the circuit court must be

*Reversed.*

Page 46 U. S. 140

The same judgment must also be given in the other case before us between the same parties, as it depends on the same principles.

MR. JUSTICE DANIEL dissented.

From the decision of the Court pronounced in these causes I feel myself constrained to dissent. The rule heretofore announced and uniformly observed by this Court with respect to the construction to be given to the constitutions and statutes of the several states has been this: that the interpretations put upon those Constitutions and statutes by the supreme tribunals of the states respectively should be received and followed as the true interpretation. This rule, so reasonable in itself, so inseparable from every idea of the competency, or indeed the very being of the systems of which those constitutions and statutes make an essential part, is not even now denied, but whilst it is in general terms assented to in the decision of these causes, it is in effect, if not in terms, by the same decision utterly overthrown. In the case of [\*Groves v. Slaughter\*](#), 15 Pet. 449, this Court, as it was constrained to do in the absence of any interpretation by the state courts, gave its own construction to the Constitution of Mississippi. Since the decision in

*Groves v. Slaughter*, decisions of the Supreme Court of Mississippi giving an interpretation to the constitution of that state have become generally known -- they are familiar, unequivocal, uniform, numerous. That any or all of these expositions may have been made posterior to the decision of the cause of *Groves v. Slaughter* I hold to be perfectly immaterial so far as this circumstance can affect their force and validity. If these expositions establish the meaning of the Constitution of Mississippi, such meaning must have relation to the period of the consummation of that instrument. The Constitution has always been the same thing from the time of its adoption. It could not have been some other thing than the Constitution because it had not been interpreted to this Court, and subsequently have become the Constitution merely because its interpretation was then generally declared. The decision of the causes now before this Court gives to the Constitution of Mississippi different meanings at different periods of its existence and deduces those meanings from circumstances wholly unconnected with the intrinsic signification of the terms of the instrument itself. Such a rule of interpretation involves, in my view, a contradiction which I am wholly unwilling to adopt.

## **ORDER**

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Southern District of Mississippi, and was argued by counsel. On consideration whereof, it is ordered and adjudged by this Court that the judgment

Page 46 U. S. 141

of the said circuit court in this cause be and the same is hereby reversed with costs, and that this cause be and the same is hereby remanded to the said circuit court with directions to award a *venire facias de novo*.