

Hungerford Vs. Sigerson

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Court : US Supreme Court

Decided On : 1857

Appeal No. : 61 U.S. 156

Appellant : Hungerford

Respondent : Sigerson

Judgement :

Hungerford v. Sigerson - 61 U.S. 156 (1857)

U.S. Supreme Court Hungerford v. Sigerson, 61 U.S. 20 How. 156 156 (1857)

Hungerford v. Sigerson

61 U.S. (20 How.) 156

APPEAL FROM THE DISTRICT COURT OF THE UNITED

STATES FOR THE DISTRICT OF WISCONSIN

SYLLABUS

Where a bill in chancery was filed for the purpose of enjoining a judgment at law obtained upon a promissory note, and the bill did not allege that adequate relief could not be had at law and did not contain any charges of fraud, neither did it

aver that it was owing to the contrivance or unfairness of the defendant that an adequate remedy could not be had at law, nor did it show the necessity of interference by a court of equity to obtain a discovery, the bill must be dismissed.

The facts of the case are stated in the opinion of the Court.

Page 61 U. S. 160

MR. JUSTICE Mc LEAN delivered the opinion of the Court.

In his bill, the complainant states that prior to the 1st of December, 1851, he had numerous business transactions with the defendant, who had made advances of money to him on divers occasions, and payments had been made to him by the complainant. In a conversation in relation to their accounts, the defendant admitted the complainant was indebted to him only in about the sum of four thousand two hundred dollars, and on that day the defendant proposed to the complainant that he should execute to the defendant a promissory note for the sum of ten thousand dollars, payable one day after date, which he wished to use as a collateral security on which to raise money, and he agreed not to sell or dispose of the same or urge the complainant for the payment of the note, but would indulge him until he could make collections. And having unlimited confidence in the defendant, and feeling under many obligations to him for his various acts of kindness, the complainant made and delivered to the defendant, on the 1st of

Page 61 U. S. 161

December, 1851, a note of hand for \$10,000, payable one day after date, to the order of John Sigerson, for value received, without defalcation or discount, negotiable and payable at the Bank of the State of Missouri. And the complainant avers that the note was given under the circumstances and for the consideration stated, and on no other or different account; that since the date first above stated, he and the defendant have had no dealings whatever.

And the complainant alleges that on the 10th of August, 1852, the defendant caused a suit to be brought against him on the above note, and on the 11th of

January, 1854, a judgment was recovered for \$11,258.33 and costs. And the complainant says the judgment is unjust insofar as it exceeds in amount the sum of four thousand two hundred and seventy-five dollars and interest.

And the complainant prays the defendant may be enjoined from collecting such part of the judgment as exceeds the sum he owes to the defendant, and this sum he offers to pay. Numerous interrogatories to the defendant are stated in the bill designed to show the money transactions between them and the amount due by the complainant to the defendant.

A demurrer was filed to the bill which, on argument, was sustained and the bill dismissed at the costs of the complainant, on which an appeal was allowed.

The subject matter of this controversy arises out of mutual dealings between the parties and the consideration on which the note stated in the pleadings was given. There is no allegation in the bill that adequate relief could not be had at law. There is no charge of fraud or that the note had been assigned contrary to the agreement, nor that, by the contrivance or unfairness of the defendant, a remedy was not had at law, nor is there anything in the bill from which the court can infer a discovery is necessary to reach the justice of the case.

Where a party has failed to make a proper defense at law through negligence, equity will not aid him. If by accident or fraud such a defense has been prevented, a court of equity may grant relief.

When the decree below was pronounced on the demurrer, the complainant, by application to the court, might have asked leave to amend his bill, which the court, as a matter of course, would have allowed. But he prayed an appeal to this Court, resting his whole case on the bill. And as it contains no averments authorizing relief in equity, none can be given.

The decree of the district court is affirmed.