

Kelsey Vs. Forsyth

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Court : US Supreme Court

Decided On : 1858

Appeal No. : 62 U.S. 85

Appellant : Kelsey

Respondent : Forsyth

Judgement :

Kelsey v. Forsyth - 62 U.S. 85 (1858)

U.S. Supreme Court Kelsey v. Forsyth, 62 U.S. 21 How. 85 85 (1858)

Kelsey v. Forsyth

62 U.S. (21 How.) 85

ERROR TO THE CIRCUIT COURT OF THE UNITED

STATES FOR THE NORTHERN DISTRICT OF ILLINOIS

SYLLABUS

The agreement of parties cannot authorize this Court to revise a judgment of an inferior court in any other mode of proceeding than that which the law prescribes, nor can the laws of a state, regulating the proceedings of its own

courts, authorize a district or circuit court sitting in the state to depart from the modes of proceeding and rules prescribed by the acts of Congress.

Therefore, where the parties to an ejectment suit agreed to waive a trial by jury, and that both matters of law and of fact should be submitted to the decision of the court, and then a bill of exceptions was brought up to this Court to all the rulings and decisions of the court below, this Court cannot look into errors of fact or errors of law alleged to have been committed in such an irregular proceeding, and the judgment of the court below will be affirmed.

This was an action of ejectment brought by Robert Forsyth, a citizen of Missouri, against Kelsey and Hotchkiss to recover certain lots in the County of Peoria.

After some proceedings which it is not necessary to mention in this report, the cause came on for trial at December term, 1854, of the circuit court, when the parties filed the following agreement:

"And be it further remembered that afterwards, to-wit, upon the calling of this cause for trial by the mutual agreement of the parties and in accordance with the laws and practice of this state, a jury was waived, and both matters of law and fact were submitted to the court upon the distinct understanding that the right of either party should be full and perfect to object to the admission of incompetent evidence, and the refusal to admit that which was competent; and with the same privilege of excepting to the rulings of the court in either case, as though the cause were tried by a jury, and with the right to either party to avail himself in the supreme court of any erroneous ruling in this Court precisely as though the cause had been submitted to a jury, and with liberty to either party, if it should be necessary to the hearing of this cause in the supreme court, to treat the evidence introduced in this cause in the nature of a special verdict."

The parties then proceeded to offer their evidence, consisting of deeds, records &c.;, when the court found the issue in favor of the plaintiff and gave judgment accordingly.

The bill of exceptions taken by the defendants recited all the evidence, and concluded thus:

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"And thereupon defendants move the court to set aside said judgment and grant them a new trial for the reason that said decision was against the evidence in the case, which motion the court overruled. To all of which findings, rulings, decisions, and opinions defendants then and there excepted and prayed that this their bill of exceptions might be sealed, signed, and made of record; which is done &c.;"

"Exceptions allowed, January 24, 1855."

"THOMAS DRUMMOND [SEAL]"

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

An action of ejectment was brought by the defendants in error against the plaintiff for a certain parcel of land described in the declaration, and upon the trial, the verdict and judgment were for the plaintiff; a motion was afterwards made to set aside the judgment and for a new trial, and the judgment was accordingly set aside and a new trial granted upon the terms mentioned in the transcript. In the proceedings upon this new trial, the parties agreed to waive a trial by jury and that both matters of law and of fact should be submitted to the decision of the court. The case was proceeded in according to this agreement, and the court, as the record states, found the issue in favor of the plaintiff Forsyth, and entered judgment accordingly, and to this decision and to all the rulings and decisions of the court in the previous stages of the cause the defendants Kelsey and Hotchkiss excepted and sued out a writ of error to bring the case before this Court.

It will be seen from this statement that in a common law

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action of ejectment, the case was submitted to the court upon the evidence, without the intervention of a jury, leaving it to the court to decide the fact as well as the law upon the evidence and admissions before it. The case therefore is the same in principle with that of [Guild v. Frontin](#), 18 How. 135. And the doctrine in that case was reaffirmed in [Suydam v. Williamson](#), 20 How. 428, and the grounds upon which it rests fully set forth. It is unnecessary to repeat here what was stated in these two decisions. It is sufficient to say that the agreement of parties cannot authorize this Court to revise a judgment of an inferior court in any other mode of proceeding than that which the law prescribes, nor can the laws of a state regulating the proceedings of its own courts authorize a district or circuit court sitting in the state to depart from the modes of proceeding and rules prescribed by the acts of Congress.

The judgment of the circuit court must therefore be affirmed.

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