

**Lee Vs. Watson**

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**Court :** US Supreme Court

**Decided On :** 1863

**Appeal No. :** 68 U.S. 337

**Appellant :** Lee

**Respondent :** Watson

**Judgement :**

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**68 U.S. (1 Wall.) 337**

*ERROR TO THE CIRCUIT COURT*

*FOR THE KENTUCKY DISTRICT*

## **SYLLABUS**

When, to authorize the reexamination of a final judgment of the circuit court, the matter in dispute must exceed the sum or value of \$2,000, that amount -- if the action be upon a money demand and the general issue be pleaded -- must be

stated both in the body of the declaration and in the damages claimed or the prayer for judgment. When the amount alleged to be due in the body of the declaration is less than \$1,000, an amendment merely in the matter of amount of damages claimed, so as to exceed \$2,000, will not give jurisdiction to this Court and enable it to review the final judgment in the case.

Lee and Leavit brought assumpsit in the Circuit Court for the Kentucky District against Watson, declaring on a

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promissory note for \$610, with a count for \$1,000 money due for goods sold, \$1,000 money had and received, \$1,000 money due on account stated &c.; What damages exactly were claimed in the *narr.* as originally filed did not clearly appear, but they were obviously less than \$2,000. Demurrer was put in to one part of the declaration and *non-assumpsit* pleaded to the residue, and the court having sustained the demurrer, the record proceeded thus:

"On motion of the plaintiffs, and by consent of the defendants, leave is given plaintiffs to amend their declaration by striking out the amount of damages claimed in this cause, and insert \$2,100, which is done accordingly, and the declaration so amended."

A jury having been summoned to try the issue raised by the plea of *non-assumpsit* to the money counts, a verdict was found by them for the defendants, whereupon the plaintiff having taken a bill of exceptions on the trial, applied for and obtained a writ of error to this Court, under that section of the Judiciary Act which provides that final judgments in a circuit court, when the matter in dispute exceeds the sum of \$2,000, may be reexamined here;   \* the judge, however, who had heard the case and who allowed the writ, making this endorsement upon it:

"It was not without hesitation that the bill of exceptions was allowed, and this writ of error is now sanctioned. The writ and original declaration showed that the amount in controversy did not exceed \$1,000; the evidence offered on the trial by the plaintiffs showed that it did not exceed \$700; and if the increase of the

damages by the amendment of the declaration was intended for the sole purpose of giving the Supreme Court jurisdiction, the question is whether it ought to be allowed such effect. I however concluded that the counsel may proceed, because in this mode the question will be most conveniently presented where it will be at once and finally determined."

The question in this Court now was whether the writ could

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be sustained.

MR. JUSTICE FIELD delivered the opinion of the Court:

It appears from the certificate of the presiding judge of the court below, endorsed on the writ of error, that the writ and original declaration in the case showed that the amount in controversy did not exceed one thousand dollars, and that the evidence offered by the plaintiffs at the trial showed that it did not exceed seven hundred dollars, and that in the progress of the cause an amendment was made in the amount of damages claimed, for the purpose of bringing the case within the appellate jurisdiction of this Court. It is hardly necessary to add that upon the facts thus stated -- and the correctness of the certificate is not questioned -- the Court will not entertain jurisdiction of the case.

To authorize a reexamination of a final judgment of the circuit court, the matter in dispute must, with some exceptions, exceed the sum or value of two thousand dollars. By matter in dispute is meant the subject of litigation -- the matter for which the suit is brought -- and upon which issue is joined, and in relation to which jurors are called and witnesses examined. In an action upon a money demand, where the general issue is pleaded, the matter in dispute is the debt claimed, and its amount, as stated in the body of the declaration, and not merely the damages alleged, or the prayer for judgment at its conclusion, must be considered in determining the question whether this Court can take jurisdiction on a writ of error sued out by the plaintiff. It certainly would not be pretended that this Court would hear a case where the plaintiff counted solely upon a promissory note of two

hundred dollars, simply because he concluded his declaration with an averment that he had sustained damages from its nonpayment of over two thousand, and prayed judgment for the latter sum. Reference must be had both to the debt claimed and to the damages alleged, or the prayer for judgment. The damages or prayer for judgment must be regarded, inasmuch as the plaintiff may seek a recovery

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for less than the sum to which he appears entitled by the allegations in the body of the declaration.

Taking in the present case the certificate of the judge below as correct, the amount in controversy -- that is, the debt alleged in the original declaration -- did not exceed one thousand dollars; the jurisdiction is not, therefore, acquired by this Court from the amendment in the amount of the damages claimed. The writ of error is

*Dismissed.*

\* *See ante, Ryan v. Bindley*, p. [68 U. S. 67](#) .