

Roosevelt Vs. Meyer

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SooperKanoon Citation : sooperkanoon.com/81193

Court : US Supreme Court

Decided On : 1863

Appeal No. : 68 U.S. 512

Appellant : Roosevelt

Respondent : Meyer

Judgement :

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Roosevelt v. Meyer

68 U.S. (1 Wall.) 512

ERROR TO THE COURT OF

APPEALS OF NEW YORK

SYLLABUS

Where a certificate, coming up with the record from the highest court of law or equity of a state, certifies only that on the "hearing" of the case, a party "relied upon" such and such provisions of the Constitution of the United States, "insisting"

that the effect was to render an act of Congress void as unconstitutional, which said claim, the record went on to say, "was overruled and disallowed by this court," and the record itself shows nothing except that the statute which it was argued contravened these provisions was drawn in question and that the decision was in favor of the statute and of the rights set up by the party relying on it, no writ of error lies from this Court to such highest state court under the twenty-fifth section of the Judiciary Act of 1789.

Mr. Roelker, of counsel for the defendant in error in this case, moved the court to dismiss the writ of error for want of jurisdiction, the case being thus:

The Judiciary Act of 1789 (25) provides that this Court may review the judgment of the highest court of a state in cases

"where is drawn in question the construction of *any clause of the Constitution*, or of a . . . *statute* of . . . the United

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States, and the decision is *against* the title, right, privilege, or exemption specially set up or claimed by either party under such clause of the said Constitution, statute,"

&c.; And the Constitution aforesaid, by Article I, section 8, clause 5, gives power to Congress to establish "uniform laws on the subject of bankruptcies." By Articles 5, 9, and 10 of certain amendments to the same, it declares that

"No person shall be deprived of life, liberty, or *property*, without *due* process of law, nor shall private property be taken for public use without just compensation,"

and makes some other provisions not specially important to be mentioned. [[Footnote 1](#)] With these constitutional provisions in force, Congress, on the 25th of February, 1862, passed an act authorizing the issue of United States notes, which notes the act declared should be "*lawful money and a legal tender in payment of all debts, public and private*," except duties on imports, and interest on the federal debt.

In this state of things, as appeared from a case stated for the supreme court of New York, Meyer, plaintiff in that case, desiring to pay a bond and mortgage which he had assumed to pay, and which were held by Roosevelt, defendant in it, as original mortgagee, tendered to the latter the sum of \$8,171, being the full amount of principal and interest, in notes of the United States, issued under the act of Congress aforesaid. Roosevelt refused to receive the same as legal tender, and claimed that the repayment should be made in gold coin of the United States. The case stated for the supreme court of New York went on as follows:

"It was thereupon agreed by and between the said parties that the defendant should receive, and he accordingly did receive, the said sum of \$8,170 in said notes of the United States, conditionally, and that the question whether the said notes of the

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United States are and were a legal tender in payment of said mortgage debt and interest should be submitted to a court having jurisdiction."

"The question submitted to the supreme court of New York upon this case is:"

" *Were the said notes of the United States a legal tender on the part of the plaintiff?* "

"If the court shall decide this question in the affirmative, then judgment is to be rendered for plaintiff ordering the defendant to deliver up said bond and mortgage to be cancelled and to acknowledge satisfaction thereof and discharge the same of record."

"If, on the other hand, the court shall decide the said question in the negative, then judgment is to be rendered in favor of defendant, ordering the plaintiff to pay the additional sum of three hundred and twenty-six $\frac{78}{100}$ dollars, [[Footnote 2](#)] with interest from the 11th day of June, 1862, and that upon the payment of this sum, with interest, the defendant acknowledge satisfaction of said bond and mortgage, and discharge the same of record and deliver up the said bond and mortgage to

be cancelled."

The supreme court of the state decided the question in the negative, and judgment was rendered for the defendant. The plaintiff appealed to the Court of Appeals of the State of New York, the highest court of the state, and that court reversed the decision of the court below, and rendered judgment in his favor, and in their order for judgment add the following:

"And it is hereby certified and stated by this Court that the defendant and respondent on the *hearing* of this case *relied* upon certain provisions in the Constitution of the United States, namely Article I, section 8, clause 5, of the said Constitution, and Articles 5, 9, and 10 of the amendments thereof, the effect of which, as the said respondent *insisted*, was that the debt, owing to the said respondent upon and by virtue of the bond

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and mortgage mentioned in the submission of the case, could not be paid against the will of the said creditor in anything but gold or silver coin, and that the said *claim* of the respondent was *overruled* and *disallowed* by this Court."

Roosevelt, the defendant, and now plaintiff in error, thereupon brought a writ of error under the twenty-fifth section of the Judiciary Act of 1789, which writ the defendant in error now moved to dismiss on the ground that this Court has no jurisdiction, inasmuch as the highest court of law and equity of the state in which a decision in the suit could be had decided *in favor* of the validity of the act of Congress of 25th of February, 1862, which was the only statute of the United States drawn in question in the case.

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At a subsequent day, MR. JUSTICE WAYNE delivered the opinion of the Court.

He stated it to be the conclusion of their Honors, upon an examination of the record, that as the validity of the Act of February 25th. 1862, was drawn in

question and the judgment of the Court of Errors and Appeals of the State of New York was in favor of it and the right set up by the defendant, this Court had no jurisdiction to reverse that judgment; that the dismissal of the case was accordingly to be directed. In support of the decision which he announced, the learned Justice referred to various cases in this Court which are mentioned in the note below. [[Footnote 3](#)]

Motion granted.

[[Footnote 1](#)]

They run thus:

" *Art. 9.* The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the people."

" *Art. 10.* The powers not delegated to the United States by this Constitution, nor prohibited by it to the states, are reserved to the states respectively or to the people."

[[Footnote 2](#)]

This was admitted to be the difference at 4 percent between the market value of the notes on the day of tender and gold coin of the United States

[[Footnote 3](#)]

[Gordon v. Caldcleugh](#), 3 Cranch 268; [Fulton v. McAfee](#), 16 Pet. 149; [Strader v. Baldwin](#), 9 How. 261; [Linton v. Stanton](#), 12 How. 423.