

Hall Vs. Jordan

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Court : US Supreme Court

Decided On : 1873

Appeal No. : 86 U.S. 271

Appellant : Hall

Respondent : Jordan

Judgement :

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Hall v. Jordan

86 U.S. (19 Wall.) 271

ERROR TO THE SUPREME

COURT OF TENNESSEE

SYLLABUS

1. Where the consideration in a deed is expressed to be so many dollars, the stamp required is the same whether in point of fact the sum named be paid in gold or in notes of the United States, made by law a legal tender.

2. A party alleging that the stamp on a deed was too small (he being by the law of the state where the deed was made obliged to put on the stamps), who brought such a question here, delaying the judgment below for two years and a half, punished under the Twenty-third Rule, by a judgment of ten percent damages in addition to interest and costs.

Jordan, on the 1st of November, 1866, sold a tract of land to Hall & Conley, the consideration as expressed in the deed being \$13,000; the deed not stating, however, whether this \$13,000 was gold and silver coin, or notes of the United States; a kind of notes, always up to this time, from the time of their issue, less valuable than such coin; but which in February, 1862, and afterwards had been made by act of Congress a legal tender in the payment of debts, and which in point of fact at the time of the sale were the universal currency, to the exclusion of gold and silver as currency, of all parts of the United States except parts on the Pacific Coast.

In point of fact the consideration of this deed was one of gold coin, or based on the value of coin -- that is to say \$6,500 were paid in gold coin when the deed was made, and an agreement given to pay "on the 25th of December, 1867, an amount of legal currency of the United States sufficient to purchase \$6,890 of the present gold coin of the United States;" this \$6,890 being the balance (\$6,500) of the \$13,000 consideration money, with interest added to the day of payment.

An act of Congress in force at the date of the deed, enacted

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that on deeds of land there should be a stamp of "\$1 for each \$1,000 of consideration money," and fifty cents for every fraction of the sum last named; and that no deed not properly stamped should be received in evidence. The act makes a provision, however, for the correction of unintentional error by application to the collector, and purchase of the proper stamp. This deed was stamped with a stamp for \$13, the stamp confessedly proper for one when the consideration was \$13,000 in notes of the United States.

On a question in the court below whether the deed was properly stamped, or whether the stamp ought not to be such as the amount of notes which the \$13,000 of gold coin, the actual consideration of the deed, would have bought -- if the amount represented by them had been set forth in the deed -- required, that court held the stamp sufficient, and on the 29th of June, 1871, the present writ of error was taken to its judgment. The case came on to be heard here December 16, 1873.

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MR. JUSTICE CLIFFORD announced the judgment of this Court, affirming the judgment of the court below with costs, interest, and ten percent damages.

* Act of June 30, 1864, 15 Stat. at Large 295.

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