SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com

LeaThe Vs. Thomas

LeaThe Vs. Thomas

SooperKanoon Citation : sooperkanoon.com/90233

Court : US Supreme Court

Decided On : Nov-11-1907

Appeal No. : 207 U.S. 93

Appellant : Leathe

Respondent : Thomas

Judgement :

Leathe v. Thomas - 207 U.S. 93 (1907)
U.S. Supreme Court Leathe v. Thomas, 207 U.S. 93 (1907)

Leathe v. Thomas

No. 21

Argued October 17, 1907

Decided November 11, 1907

207 U.S. 93

ERROR TO THE SUPREME COURT

OF THE STATE OF ILLINOIS

SYLLABUS

In a case coming from a state court, this Court can consider only federal questions decided adversely to the plaintiff in error and upon which a decision was necessary to the decision of the case, and if the judgment complained of is supported also upon other and independent grounds it must be affirmed or the writ of error dismissed.

When the record discloses other and completely adequate grounds on which to support the judgment of a state court, this Court does not commonly inquire whether the decision upon them was correct, or reach a federal question by determining that they ought not to have been held to warrant the result.

Writ of error to review 218 Ill. 246 dismissed.

The facts are stated in the opinion.

Page 207 U. S. 96

MR. JUSTICE HOLMES delivered the opinion of the Court.

This is an action upon judgments obtained in Missouri by the plaintiff in error against the defendant in error, hereafter called respectively plaintiff and defendant. The defendant, not denying the judgments, pleaded four pleas in set-off. The first was for money had and received, interest, and upon an account stated. The second was upon an alleged contract of January 24, 1893. The third set up an alleged contract of March 25, 1893, to pay the debt of a railroad company to the defendant, a suit and judgment for the defendant against the railroad company, a bill in equity brought by the plaintiff to enjoin the proceedings in that suit, upon which one of the issues was the liability under the contract, and that, after a hearing the bill was dismissed. The fourth plea was on the contract of March 25, without more. There was a general replication denying the pleas, and also a special replication to the third and fourth, to the effect that a suit upon the alleged contract was brought against the plaintiff for the use of the defendant and removed

to the United States circuit court and there determined in favor of the present plaintiff, the proceedings set up in the third plea being held not conclusive. The suit referred to is *Belleville & St. Louis Railway Co. for the use of Thomas v. Leathe,* 84 F. 103. The case was sent to a referee to report his conclusions of law and fact. The referee reported in favor of the defendant and also reported the evidence. The trial court ordered judgment on the referee's report. This judgment was affirmed by an intermediate court and then was taken by writ of error to the supreme court of the state. That court held that the judgment of the United States circuit court made the matter of the third and fourth pleas in set-off *res judicata,* and reversed the judgment of the court below. But, upon a rehearing, the court, while adhering

to its judgment upon the third and fourth pleas, stated that it had overlooked the first and second, that the judgment could be sustained upon them, that there was evidence to support them both, or at least the first, and that the referee's finding might be supported under the first. On these grounds, the judgment was affirmed. 218 Ill. 246.

The case now is here on a writ of error, the errors alleged being that full faith and credit was not given to the judgment of the United States court, and that the present judgment was rendered without due process of law. It is true that the judgment of the United States court was held binding against the pleas to which it applies, but it is said that it is emptied of all real effect if a judgment can be entered upon the first and second pleas, referring to earlier stages of the same transaction, because it is said that there was no evidence to support those pleas and no finding upon them, so that to support the judgment by their presence on the record is a mere pretense, and either is a denial of due credit to the former judgment or deprives the plaintiff of his property without due process of law.

In order to dispose of the case, it is not necessary to state the dealings in detail -- the following outline is enough: the defendant wanted money from the plaintiff to start a railway company. An agreement with regard to it was made on January 24, 1893, out of which, with the accompanying and subsequent transactions, the

defendant sought to establish a right to be reimbursed for his advances to the road. Later, on March 25 of the same year, there was a conveyance of its property by the railway company to the plaintiff and a conveyance by him to another company. The former deed was for $1 and "other valuable considerations to it from him moving," and the defendant alleged that the other considerations embraced a promise of the plaintiff to reimburse him. The referee's report refers to the dealings of January, but seemingly discovers no contract of reimbursement in them. It shows that the plaintiff insisted that all that he did was under the agreement of that month, but says that the evidence does not prove it

conclusively. It says that matters culminated in the agreement of March 25, and finds that, as part of the consideration of that deed, the plaintiff promised to pay.

The judgment purported to be based upon the referee's report, and it may be that, if it were our concern to deal with it, we should find it hard to discover sufficient warrant for a judgment on the first or second pleas. The general line of thought which the report follows seems to lead to the third and fourth. The conclusion is that the defendant is entitled to recover the amount of the judgment mentioned in the third plea, and this follows immediately after the finding of the plaintiff's promise. The plaintiff excepted to the referee's failure to find that everything was done under the January contract. And further reasons might be given for thinking that the court below was wrong. Even if the words of the judgment, "renders judgment on said referee's report," should be held to include the evidence as well as the referee's findings, and if it should be presumed that one of the courts below the supreme court of the state had reconsidered the evidence before entering or affirming the judgment, still, although there was evidence enough of the defendant's advances to the railway company, we might assume, for purposes of argument, that there was nothing sufficient to make out a promise on the plaintiff's part before March. But, on the most favorable statement that we can make on the side of the plaintiff in error, we can see no ground for coming to this Court.

It is admitted that the general and well settled rule is that, in a case coming from a state court, this Court can consider only federal questions, and that it cannot entertain the case unless the decision was against the plaintiff in error upon those questions. *Murdock v. Memphis,* 20 Wall. 590; *Sauer v. New York,* 206 U. S. 536 , 206 U. S. 546 . It is admitted further, that a decision upon those questions must have been necessary to the decision of the case, so that, if the judgment complained of is supported also upon other and independent grounds, the judgment must be affirmed or the writ of error dismissed, as the case may be.

Murdock v. Memphis, supra. But *Murdock v. Memphis* does not stop there. It further establishes that, when the record discloses such other and completely adequate grounds this Court commonly does not inquire whether the decision upon them was or was not correct, or reach a federal question by determining that they ought not to have been held to warrant the result. 87 U. S. 20 Wall. 590, 87 U. S. 635 ; *Eustis v. Bolles,* 150 U. S. 361 , 150 U. S. 369 ; *Castillo v. McConnico,* 168 U. S. 674 , 168 U. S. 679 .

Of course, there might be cases where, although the decision put forward other reasons, it would be apparent that a federal question was involved, whether mentioned or not. It may be imagined, for the sake of argument, that it might appear that a state court, even if ostensibly deciding the federal question in favor of the plaintiff in error, really must have been against him upon it, and was seeking to evade the jurisdiction of this Court. If the ground of decision did not appear and that which did not involve a federal question was so palpably unfounded that it could not be presumed to have been entertained, it may be that this Court would take jurisdiction. *Johnson v. Risk,* 137 U. S. 300 , 137 U. S. 307 . But there is nothing of that sort in this case. At first, having in mind only the third and fourth pleas, to which alone the judgment of the United States court was a bar, the supreme court decided in favor of the plaintiff. It affirmed the judgment below only upon a rehearing, and after its attention had been called to the first and second pleas. It did not recede from or qualify its former decision so far as that went, but simply pointed out that there were other pleas to which the replication of *res*

judicata did not apply, and on which the judgment might be upheld. Suppose that it was mistaken as to the evidence, the mistake was upon a matter admitting of hesitation, for which it would seem from the opinion that there were special reasons in the state of the record and the admission of counsel. The question is one with which, by the general rule, we have nothing to do, and we see no reason why the general rule should not be applied.

The first and second pleas were on the record and at issue.

Page 207 U. S. 100

The plaintiff had notice that the defendant meant to prevail on whatever ground he could. He had his hearing, even if it should be thought that he might have insisted on a ruling that there was no evidence to support those pleas. However it is put, the claim of a right to resort to this Court after the only federal question has been decided in the plaintiff's favor must fail.

Writ of error dismissed.

MR. JUSTICE HARLAN and MR. JUSTICE DAY dissent.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com