

Chicago, B and Q R. Co. Vs. Williams

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Court : US Supreme Court

Decided On : Apr-26-1909

Appeal No. : 214 U.S. 492

Appellant : Chicago, B and Q R. Co.

Respondent : Williams

Judgement :

CHICAGO, B & Q R. CO. v. WILLIAMS - 214 U.S. 492 (1909)

U.S. Supreme Court CHICAGO, B & Q R. CO. v. WILLIAMS, 214 U.S. 492 (1909)

214 U.S. 492

CHICAGO, BURLINGTON, & QUINCY RAILWAY COMPANY

v.

EDGAR C. WILLIAMS.

No. 154.

Argued and submitted April 16, 1909.

Decided April 26, 1909.

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'And the circuit court of appeals for the eighth circuit further certifies that other questions of law which relate to the admission of evidence are presented by the assignment of errors in this case, and are pending for the decision of this court, but that the following questions of law are also presented by the assignment of errors, and their decision is indispensable to a determination of this case in this court; and that, to the end that this court may properly decide the issues of law presented, it desires the instruction of the Supreme Court of the United States upon the following questions of law:

'1. In a contract between an owner of cattle and a railway company for the transportation of the cattle at the regular rate, which contains the further agreement that the owner shall be transported on the cattle train free in consideration that he contracts that the railway company shall not be liable to him for any injury or damage which he sustains while he is being so carried, and that he will load, unload, feed, and care for the cattle during the transportation, is his agreement that the railway company shall not be liable to him for any injury or damage which he sustains while being so carried a valid contract?

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'2. Where the owner of the cattle is not constrained, required, or requested to make the contract described in the foregoing question in order to have his cattle transported at the regular rate, but freely chooses to make such an agreement in preference to contracting for the transportation of his cattle at the regular rate at the risk of the railway company, and riding himself on a passenger train to the destination of the cattle at the regular rate, is his agreement that the railway company shall not be liable to him for any injury or damage which he sustains while being so carried a valid contract?

'3. Do the facts which were established at the trial, and which are set forth in the statement which precedes these questions, show a valid contract by the owner of the cattle, the plaintiff below, that the railway company should not be

liable to him for any injury or damage which he sustained while he was riding in the caboose of the cattle train under the contract specified in the statement?' Dismissed.

Messrs. O. H. Dean, W. D. McLeod, H. C. Timmonds, O. M. Spencer, and Hale Holden for the railway company.

Messrs. John H. Denison, William E. Fowler, John Hipp, Ralph Talbot, D. C. Allen, James M. Sandusky, and S. G. Sandusky for Williams.

Per Curiam:

In the opinion of a majority of the court, this certificate is essentially the same as that disposed of in *Chicago, Burlington, & Quincy Railway Company v. Williams*, [205 U.S. 444](#) , 51 L. ed. 875, 27 Sup. Ct. Rep. 559, and it is therefore dismissed on the authority of that decision.

Mr. Justice Holmes, dissenting:

When this case was here before I felt doubts, but deferred to the judgment of the majority, as I think one should when it does not seem that an important principle is involved or that there is some public advantage to be gained from a statement of the other side. But it seems to me that the present order is a mistake upon an important matter, and I am unwilling that it should seem to be made by unanimous consent. I think that such questions are to be encouraged as a mode of disposing of

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cases in the least cumbersome and most expeditious way. The former certificate was thought to invite a consideration of mixed questions of law and fact. However that may have been, the present one puts definite questions of pure law, and I think that those questions should be answered. Even if the third should be objected to, the other two are complete in themselves. It is no objection to a

question of law that the case turns upon it. That is the best of reasons for propounding it. The only objection is not to deciding the case here, but to putting questions that turn upon conclusions from evidence, or that present a general statement and ask a judgment with regard to unspecified questions of law.

Mr. Justice White and Mr. Justice Moody concur in this dissent.

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