

Van Gieson Vs. Maile

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Court : US Supreme Court

Decided On : Apr-19-1909

Appeal No. : 213 U.S. 338

Appellant : Van Gieson

Respondent : Maile

Judgement :

Van Gieson v. Maile - 213 U.S. 338 (1909)

U.S. Supreme Court Van Gieson v. Maile, 213 U.S. 338 (1909)

Van Gieson v. Maile

No. 121

Submitted April 6, 1909

Decided April 19, 1909

213 U.S. 338

APPEAL FROM THE SUPREME COURT

OF THE TERRITORY OF HAWAII

SYLLABUS

However vexatious the conduct of a litigant may be, his property should not be sacrificed by reason of the court's action, and it appearing, in this case, that the existence of an order in regard to a sale of property under execution made the sale disastrous, it was proper, whether the order was valid or not, to set the sale aside and order a reconveyance on payment into court of the amount of the judgment.

The facts are stated in the opinion.

MR. JUSTICE HOLMES delivered the opinion of the Court.

This is a bill in equity, brought by the appellee to set aside a sale on execution to Van Gieson. The bill alleges the bringing of an action for taxes by a collector, recovery of a judgment on default, and the issue of execution thereupon. It sets up various supposed technical defects in the summons and subsequent proceedings, but these do not need to be stated. It is enough to say that, on the ground of such supposed defects, motions were made in the district court where the judgment was rendered, that the execution be recalled, that the service of summons be set aside and quashed, and that the high sheriff be ordered not to sell under the execution until further order of the court. This order was made, and a time was fixed for the

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hearing of the motion at an early day. Nevertheless, the sheriff proceeded with the sale as it had been advertised, on the day before that fixed for the hearing, and sold three lots of land at a very inadequate price, to Van Gieson, an assistant of his. He gave notice pending the sale that, at the fall of the hammer, he should require a deposit of fifty percent of the purchase money for each parcel then unsold -- a condition not contained in the notice of sale, and not enforced against Van Gieson. The bill is founded on the alleged defects in the proceedings before execution as well as in the sale, and prays to have the judgment declared void, and, as we have said, the sale set aside. The supreme court of the territory set

aside the sale, and, upon the plaintiff's paying into court the amount of the judgment, ordered a reconveyance, whereupon Van Gieson appealed to this Court.

The ground on which the supreme court went was the single short point that the existence of the order, whether valid or not, was what made the sale disastrous. We see no reason for not accepting this conclusion. However vexatious the conduct of the appellee may have been, his property should not be sacrificed by reason of the act of a court.

Decree affirmed.

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