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**Richardson Vs. Ainsa**

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**Court** : US Supreme Court

**Decided On :** Nov-14-1910

**Appeal No.** : 218 U.S. 289

**Appellant** : Richardson

**Respondent** : Ainsa

**Judgement** :

Richardson v. Ainsa - 218 U.S. 289 (1910)
U.S. Supreme Court Richardson v. Ainsa, 218 U.S. 289 (1910)

**Richardson v. Ainsa**

**No. 28**

**Argued November 2, 1910**

**Decided November 14, 1910**

**218 U.S. 289**

*APPEAL FROM THE SUPREME COURT*

*OF THE TERRITORY OF ARIZONA*

## SYLLABUS

Notwithstanding the contention of appellant in this case, the decision of this Court in *Ainsa v. New Mexico & Arizona R. Co.,* No. 2, 175 U. S. 91 , that the District Court of Arizona had jurisdiction of an action to quiet title brought by a grantee of the Mexican government of land in the territory included in the Gadsden Purchase, did not proceed upon a mistake in fact and is not inconsistent with the reasoning of the decision of *Ainsa v. New Mexico & Arizona R. Co.,* No. 1, 175 U. S. 76 .

Under the Gadsden Purchase Treaty with Mexico of December 30, 1853, 10 Stat. 1031, the good faith of the United States was pledged to respect Mexican titles, and one whose title was absolutely perfected prior to the treaty was not bound to present his title for confirmation to the Court of Private Land Claims under the Act of March 3, 1891; nor did the fact that he prayed for confirmation, in a suit brought by the United States against him in that court to declare the patent void or to determine boundaries if valid, limit his claim to the recovery of the price specified in the act for land included within the grant but patented to others by the United States.

While, under 14 of the Act of March 3, 1891, where the claimant of a Mexican land grant himself presented his claim to a Mexican grant in the Gadsden Purchase to the Court of Private Land Claims, he might be limited to recovery in the case of lands within his grant sold by the United States to the price specified in the act, where he is brought into the court by the United States in a suit attempting to set aside a grant title to which was perfected before the treaty, he is not so limited and patents issued by the United States to lands within the boundaries of his grant are mere usurpations and void.

95 P. 103 affirmed.

The fact, which involve the title to land in Arizona

Page 218 U. S. 290

in the territory known as the Gadsden Purchase, are stated in the opinion.

MR. JUSTICE HOLMES delivered the opinion of the Court.

This is a suit to quiet title, brought in 1887 by the appellee's intestate in the district court of Arizona. The decision was in favor of the appellee, and this decision was affirmed by the supreme court of the territory,



whereupon the defendant Richardson appealed to this Court.

The appellant represents a title derived from a grant by the Mexican government of land in the portion of Arizona afterwards acquired by the Gadsden Purchase, December 30, 1853. 10 Stat. 1031. At the time of the Gadsden Purchase, this title was complete. The appellant claims through mesne conveyances from holders of patents issued by the United States in 1879 and 1880 under the homestead laws.

The first error assigned is that the district court was without jurisdiction. That point already has been decided against the appellant in this very case under the name of *Ainsa v. New Mexico & Arizona R. Co.,* No. 2, 175 U. S. 91 , so that it is not open to him to urge it. *United States v. Camou,* 184 U. S. 572 , 184 U. S. 574 . But it is proper to say that, in our opinion, the decision did not proceed upon a mistake of fact, and is not inconsistent with the reasoning of the immediately preceding decision between the same parties, 175 U. S. 175 U.S. 76, 175 U. S. 86 , although No. 2 was begun before, and No. 1 after, the passage of the Act of March 3, 1891, c. 539, 26 Stat. 854, establishing a Court of Private Land Claims.

In 1892, the United States brought a suit against the present appellee in the Court of Private Land Claims, alleging that his claim was void and that the United States had granted patents for portions of the land, praying that the title might be adjudicated, and, if valid, the boundaries established, excepting such parts as might have been disposed of by the United States. The appellee answered, setting up title and praying confirmation. Ultimately, in pursuance of the decision of this Court, *Ely's Administrator v. United States,* 171 U. S. 220 , a decree was entered

in his favor, and a patent issued to him on October 29, 1906, specifying no exceptions other than one of "gold, silver, or quicksilver mines or minerals of the same."

Page 218 U. S. 296

The appellant, however, contends that, by virtue of the above-mentioned statute of March 3, 1891, the effect of the appellee's appearance in the Court of Private Land Claims was to forfeit all portions of the land in controversy that had been patented by the United States, and to give the appellee in place of it a claim for not exceeding $1.25 per acre so patented against the United States. The contrary decision is the other error assigned.

Of course, the patents for homesteads issued in the name of the United States, on the facts that we have stated, were a mere usurpation and were void. The lands covered by them, whether reserved or not by the Acts of July 22, 1854, c. 103, 8, 10 Stat. 308; July 15, 1870, c. 292, 16 Stat. 304, were not public lands, but private property, which the government was bound by the express terms of the Gadsden Treaty of December 30, 1853, to respect. The appellant's claim rests solely on an interpretation of 8 and 14 of the above-mentioned Act of 1891, that would cut down the performance of the treaty promise by the United States to at least the narrowest limits consistent with good faith. We are of opinion that the different construction adopted by the court below, and also by the Acting Secretary of the Interior in Ely v. Magee, 34 L.D. 506, 512, is correct. After providing in 6 for incomplete titles, the act goes on in 8 to deal with complete ones. Holders of claims under such titles, it says, "shall have the right (but shall not be bound) to apply to said court" for a confirmation of their title. Of course, this means that the title is recognized as good without the proceeding in court. *Ainsa v. New Mexico & Arizona R. Co.,* 175 U. S. 76 , 175 U. S. 90 .

The confirmation is granted, "excepting any part of such land that shall have been disposed by the United States," and without prejudice to conflicting private interests. Then, in 14, it is enacted that

"if, in any case, it

Page 218 U. S. 297

shall appear that the lands or any part thereof decreed to any claimant under the provisions of this act shall have been sold or granted by the United States to any other person, such title from the United States to such other person shall remain valid, notwithstanding such decree,"

with a provision for a judgment in favor of the claimant, against the United, states, for the proved value of such granted lands, not exceeding $1.25 per acre. If this were all, there could be no question that the exception of lands granted by the United States was merely a condition attached to the decree of confirmation, and did not purport to affirm such grants if the claimant did not see fit to go into the Court of Private Land Claims.

But in 8 there is a further provision by which the United States may proceed against the claimant, as it did against the appellee, on the ground that the title or boundaries are open to question, and therefore the court is to determine the matter,

"but subject to all lawful rights adverse to such claimant or possessor, as between such claimant and possessor and any other claimant or possessor, and subject in this respect to all the provisions of this section applicable thereto."

The appellant argues that this provision gives a wider meaning to 14. He says that the words "if in any case" it shall appear that lands have been sold by the United States apply as well to a proceeding by the United States as to one where the claimant goes forward. He argues that so to apply them is just in view of the supposedly unknown boundaries of the old Mexican grants and the policy of the United States in offering its public lands to settlers -- that otherwise there is a suspended threat, and possibility of a claimant turning up after many years, and dispossessing those who had been encouraged by the United States to go upon the land. *Botiller v. Dominguez,* 130 U. S. 238 . But the considerations mentioned in the case cited did not prevent the United States, in the Act of March

3, 1891, from leaving

Page 218 U. S. 298

the holders of perfected titles free not to present them to the court, as they were required to do in earlier statutes. The good faith of the United States was pledged to respect the Mexican titles. It recognized in the Act of 1891 that holders of such titles need not go into the land claims court to get them confirmed, and we should be slow to suppose that it meant to make a doubt in the Department of Justice as to the validity of a perfect title a ground for cutting down what otherwise it was bound to protect, and did, by the statute, leave intact. But for that unfounded doubt, the appellee would have been secure in his rights, and could have turned the holders of the homestead patents off his land. *United States v. Martinez,* 184 U. S. 441 , 184 U. S. 445 . The proceeding by the government was a matter over which he had no control, and ought not to affect his rights. Looking at the words of 14 more exactly, they do not require the appellant's construction. "If in any case" means in any case before the court that the act established. And when the section goes on, "it shall appear that the lands or any part thereof, decreed to any claimant under the provisions of this act, shall have been sold," it is reasonable to suppose that it has reference to those cases in which a claimant is seeking a decree -- that is to say, where the claimant is the plaintiff in the case. It is true that a petition by the United States may end in the same result, but the terms of the sentence and the duty of the government concur in leading us to limit the words as we do. On the other hand, the consideration mentioned sufficiently shows that the claimant did not impair his position by praying for confirmation in his answer. The prayer merely expressed what would have happened without it by the force of law.

*Judgment affirmed.*

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