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

Violet Trapping Co., Inc. Vs. Grace

Violet Trapping Co., Inc. Vs. Grace

SooperKanoon Citation : sooperkanoon.com/96395

Court : US Supreme Court

Decided On : Feb-03-1936

Appeal No. : 297 U.S. 119

Appellant : Violet Trapping Co., Inc.

Respondent : Grace

Judgement :

Violet Trapping Co., Inc. v. Grace - 297 U.S. 119 (1936)
U.S. Supreme Court Violet Trapping Co., Inc. v. Grace, 297 U.S. 119 (1936)

Violet Trapping Co., Inc. v. Grace

No. 302

Argued January 10, 13, 1936

Decided February 3, 1936

297 U.S. 119

APPEAL FROM THE SUPREME COURT OF LOUISIANA

SYLLABUS

Lands which a State had acquired by adjudication for nonpayment of taxes were leased by it for a term limited to end if the lands were redeemed by the former owner or sold by the State. *Held,* that a later statute, permitting redemption on terms less onerous than those in force when the lease was made, did not impair the lessee's rights under the contract clause of the Constitution or the due process and equal protection clauses of the Fourteenth Amendment. P. 297 U. S. 120 .

182 La. 405, 162 So. 26, affirmed.

Appeal from a judgment affirming the dismissal of a suit in which a mandamus was sought to cancel certificates of redemption of land from tax sales, and an injunction against assertions of title thereunder.

PER CURIAM.

Appellant is a sublessee of lands leased by the State of Louisiana in 1924 to the Terre aux Boeufs Drainage District. The lands had become the property of the State by an adjudication for unpaid taxes of 1911 to 1923. The lease by the State contained a clause that the lease would end in case the lands were redeemed by the former owner or sold by the State. At the time the lease and sublease

Page 297 U. S. 120

were made, the lands could be redeemed only by payment of all taxes, penalties, and interest due at the date of redemption. By a subsequent statute, Act No. 161 of 1934, the Legislature of Louisiana permitted redemption on different and less onerous terms -- that is, by the payment, on an installment basis, of the actual taxes for which the property had been adjudicated to the State. Under that statute, certificates for the redemption of the lands in question were issued by the register of the state land office. Appellant then sought mandamus to compel the cancellation of the certificates upon the ground that the Act of 1934 violated the Constitution of the United States in that the act impaired the obligation of appellant's contract of lease, deprived appellant of its property without due process of law, and denied to appellant the equal protection of the laws. Judgment against the appellant was affirmed by the Supreme Court of the State. That court decided

that there was no impairment of the contract, as the clause in the original lease, making it subject to redemption, was

"free of ambiguity and without limitation as to the conditions under which the properties embraced in the lease might be redeemed or sold or the price to be paid therefor."

State ex rel. Violet Trapping Co. v. Grace, 182 La. 405, 162 So. 26, 28.

While this Court, when the contract clause of the Federal Constitution is invoked, may determine for itself the meaning and effect of the contract (*Larson v. South Dakota,* 278 U. S. 429 , 278 U. S. 433 ; *United States Mortgage Co. v. Matthews,* 293 U. S. 232 , 293 U. S. 236), we find no reason for disagreeing with the conclusion reached by the state court. The questions sought to be raised under the due process and equal protection clauses of the Fourteenth Amendment are without merit. *Bachtel v. Wilson,* 204 U. S. 36 , 204 U. S. 41 ; *Rast v. Van Deman,* 240 U. S. 342 , 240 U. S. 357 ; *Sproles v. Binford,* 286 U. S. 374 , 286 U. S. 396 . The judgment is

Affirmed.

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