

formation he gave to the agent of the company, who, the evidence shows, prepared the application.

We think, therefore, that the court erred in refusing the special request.

It is also contended, as it was in the *Aetna Case*, that the District Court erred in consolidating the causes, and it must be admitted that petitioner here has more ground of complaint of the ruling than the Aetna Company. We are, however, not required to pass upon the contention, though, as we said in the other case, there are grounds for it.

Judgment reversed and cause remanded to the District Court for a new trial.

MR. JUSTICE PITNEY dissents.

SEATTLE, RENTON & SOUTHERN RAILWAY
COMPANY *v.* STATE OF WASHINGTON, EX
REL. LINHOFF.

ERROR TO THE SUPREME COURT OF THE STATE OF
WASHINGTON.

No. 107. Argued December 9, 1913.—Decided December 22, 1913.

This court does not sit to revise the construction of documents by the state courts, even if alleged to be contracts within the protection of the Federal Constitution. *Fisher v. New Orleans*, 218 U. S. 438.

It takes more than a misconstruction by the state court to make a case under the Fourteenth Amendment.

The state court, and not this court, is the judge of its own jurisdiction. This court will not hold that the state court had no jurisdiction to determine rights under an ordinance because it had been superseded by a later ordinance when the latter does not appear in the record,

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and the highest court of the State has held in another case that it does not affect the case at issue.

Writ of error to review 62 Washington, 544, dismissed.

THE facts, which involve the jurisdiction of this court to review judgments of the state courts, are stated in the opinion.

Mr. James A. Kerr for plaintiff in error, submitted.

Mr. Howard A. Hanson, with whom *Mr. William B. Allison*, *Mr. James E. Bradford* and *Mr. Ralph S. Pierce* were on the brief, for defendant in error.

MR. JUSTICE HOLMES delivered the opinion of the court.

This writ of error seeks to reverse a judgment in mandamus requiring the plaintiff in error, a street railway, to issue and accept transfers to and from the Seattle Electric Company, another street railway, redeemable by payment of two cents and a half for the ordinary five cent fares and of one cent and a quarter for school childrens' tickets costing two cents and a half. 62 Washington, 544. The Seattle Electric Company was made a defendant but did not appeal from the judgment of the court of first instance, affirmed by the Supreme Court. The plaintiff in error contends that its property is taken without due process of law by the construction given to the ordinance under which it was operating its line when the suit was brought. That ordinance requires a division "on the basis of settlement that the transfer is to be redeemed at or for such a proportionate part of the fare paid as the run or local route of the car on which transfer is received, bears to the sum of the runs of the local route of the cars from which the transfer is issued and on which the transfer is received." The Supreme Court construed the words 'or local route' as meaning 'the entire distance the passenger may travel upon that system of railway as if he had paid the ordinary

fare, whether he changes cars upon that system or not.' 62 Washington, 549. Noting that the Electric Company had not appealed, it decided for an equal division of the fares. At every point of intersection between the two roads, the line of the Electric Company is longer than that of the plaintiff in error. In some cases a single car is routed over the entire length, in others the routes are divided, but a passenger is entitled to a transfer that will take him the whole length in the same general direction. Whether there shall be a continuous single route or a divided one is determined by each company for itself.

The possibility of a different construction and the grounds for the one adopted both are obvious, but this court does not sit to revise the construction of documents by state courts, even if alleged, as this ordinance is not alleged, to be contracts protected by the Constitution of the United States. *Fisher v. New Orleans*, 218 U. S. 438. There is no impairment of rights by later legislation, and it takes more than a possible misconstruction by a court to make a case under the Fourteenth Amendment. *Cross Lake Shooting & Fishing Club v. Louisiana*, 224 U. S. 632, 638; *Ross v. Oregon*, 227 U. S. 150, 162; *McGovern v. New York*, 229 U. S. 363, 370, 371.

The plaintiff in error put forward suggestions of want of jurisdiction of the Supreme Court, &c., on the ground that since this suit was begun the ordinance referred to has been superseded by another. The Supreme Court, not we, is the judge of its own jurisdiction, but the later ordinance does not appear in the record. It was held not to affect the case when brought up at an earlier stage. 62 Washington, 124. In short, while the Railway seems to have brought the case here under a strong conviction as to what were its rights and although it refers to the Constitution in its answer, it discloses no grievance for which it is entitled to any remedy in this court.

Writ of error dismissed.