*134] for further previous *proceedings at law; that the bill and amended bill of the complainants were not exceptionable for multifariousness; that the decree of the Circuit Court dismissing those bills for either of the causes assigned for the demurrer is erroneous. The decree is therefore reversed, and this cause is remanded to the Circuit Court, with directions to be there proceeded in, conformably with the principles here established.

ORDER.

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Southern District of Alabama, and was argued by counsel. On consideration whereof, it is ordered and decreed by this court that the decree of the said Circuit Court in this cause be and the same is hereby reversed, with costs, and that this cause be and the same is hereby remanded to the said Circuit Court, with directions to proceed therein conformably to the opinion of this court.

JOHN A. ROWAN AND JOHN L. HARRIS, COPARTNERS IN TRADE UNDER THE NAME AND STYLE OF ROWAN AND HARRIS, PLAINTIFFS IN ERROR, *v.* HIRAM G. RUNNELS, DEFENDANT IN ERROR.

SAME *v.* SAME.

In the case of *Groves* v. *Slaughter* (15 Pet., 449) this court decided that the constitution of Mississippi did not, of itself, and without any legislative enactment, prohibit the introduction of slaves as merchandise and for sale.

This constitution went into operation on the 1st of May, 1833, and on the 13th of May, 1837, a law was passed to provide for the case.

This court adheres to the construction of the constitution which was given in the case of *Groves* v. *Slaughter*, and enforces contracts made between the two days above mentioned, although the courts of the State of Mississippi have, since the decision in the case of *Groves* v. *Slaughter*, declared such contracts to be void.[1]

THESE cases were brought up, by writ of error, from the Circuit Court of the United States for the Southern District of Mississippi. Rowan and Harris were citizens of Virginia, and Runnels was a citizen of Mississippi.

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[1] RE-AFFIRMED. *Truly* v. *Wanzer*, *post*, *141; *Sims* v. *Hundley*, 6 How., 1, 6. FOLLOWED. *Talcott* v. *Township of Pine Grove*, 1 Flipp., 126, 128, 176, 181. DISTINGUISHED. *Jessup* v. *Carnegie*, 80 N. Y., 448. See also *Moore* v. *Clopton*, 22 Ark., 125, 128; *Opinion of the Judges*, 58 N. H., 685.

Both cases depended upon the same principle, and differed only in this, that, in one, Runnels executed to Rowan & Harris his own note, and, in the other, indorsed over to them a promissory note executed by George W. Adams. Both notes were due on the 1st of March, 1840, one being for $2,950.70, and the other for $8,671.33. At maturity the notes were protested for non-payment, and suits brought upon them.

At the trial, the defendant offered in evidence a transcript of the record of a suit pending in the Supreme Court of Chancery of the *State of Mississippi, wherein Rowan & Harris were complainants, and George W. Adams [*135 and others, defendants, one object of which was to show that the consideration for the notes was a sale of slaves by Rowan & Harris to Runnels. Whereupon the defendant moved the court to instruct the jury, that if they believed, from the evidence, that the original consideration of the note sued on was the sale by plaintiffs to defendant of slaves introduced into the State of Mississippi for sale and as merchandise by plaintiffs, since the 1st day of May, 1833, that then said note was void, and they should find for the defendant. Which instruction the court gave to the jury as moved for by the defendant. To the giving of which instruction the plaintiffs excepted, and upon this exception the case came up to this court.

Mr. Nelson, for the plaintiffs in error, contended that the case was entirely covered by the decision of this court in 15 Pet., 449.

Mr. Bibb, for appellees.

These cases grew out of that provision of the constitution of the State of Mississippi which is in these words:—"The introduction of slaves into this State as merchandise, or for sale, shall be prohibited from and after the first day of May, one thousand eight hundred and thirty-three.

The decision of this court, at the January term, 1841, upon the construction of that clause of the constitution of the State of Mississippi, in the case of *Groves* v. *Slaughter*, 15 Pet., 449, was, that the constitution of the State of Mississippi referred the subject of the prohibition to the legislature as a duty to be performed by that body, and that there was no prohibition until the legislature should act.

That decision is a precedent, not binding upon the appellees in these two cases, because they were not parties to that case, neither are they privies. They have a right to

avail themselves of the benefit of all the additional lights and after circumstances.

The principle is well settled and firmly established by the decisions of this court, again and again repeated and exemplified, that the construction which the courts of the several States have given to their own constitutions and statutes, respectively, ought to control the decisions of this court upon questions of right growing out of State constitutions and State statutes, unless they come in conflict with the constitution, laws, or treaties of the United States. The decision in the case of *Groves* v. *Slaughter*, 15 Pet., 449, alludes to this principle; but, in the opinion of the court, it is said:—"The case chiefly relied upon is that of *Glidewell and others* v. *Hite and Fitzpatrick*, a newspaper report of which has been furnished to the court. It was a bill in equity filed some time in the year 1839, since the commencement of the suit
*136] now before *this court, and the decree of the chancellor affirmed in the Court of Appeals by the divided court, since the judgment was obtained in this cause. But if we look into that case, and the points there discussed, and the diversity of opinion entertained by the judges, we cannot consider it as settling the construction of the constitution."

As the case of *Groves* v. *Slaughter* itself was decided by a "divided court," as there was a "diversity of opinion entertained by the judges," as it was a case of first impression, deciding upon the construction of a clause in the constitution of the State of Mississippi, which the decisions of the courts of that State had not then settled, as the court then said; and as Mr. Justice Barbour died before the decision, and Mr. Justice Catron did not sit in the case from indisposition, and as Justices Story and McKinley dissented from the opinion delivered, it is submitted, with great deference, that the opinion in *Groves* v. *Slaughter* is open to argument upon these two points:—

1st. The imperative obligation upon this court to adopt the construction given by the courts of Mississippi to their constitution, when settled.

2dly. That decisions of the courts of the State of Mississippi have now settled the construction contrary to the decision in *Groves* v. *Slaughter*.

1. The imperative obligation upon this court to adopt the construction given by the courts of the State of Mississippi to their constitution, when settled by such decisions.

Out of a very great number of precepts and examples

given by this court upon that subject, a single decision will suffice.

In the case of *Elmendorff* v. *Taylor*, 10 Wheat., 159, the opinion of the court, delivered by Chief Justice Marshall, declares:—"This court has uniformly professed its disposition, in cases depending on the laws of a particular State, to adopt the construction which the courts of the State have given to those laws. This course is founded on the principle, supposed to be universally recognized, that the judicial department of every government, where such department exists, is the appropriate organ for construing the legislative acts of that government. Thus, no court in the universe, which professed to be governed by principle, would, we presume, undertake to say, that the courts of Great Britain, or of France, or of any other nation, had misunderstood their own statutes; and therefore erect itself into a tribunal which should correct such misunderstanding. We receive the construction given by the courts of the nation as the true sense of the law, and feel ourselves no more at liberty to depart from that construction, than to depart from the words of the statute. On this principle the construction given by this court to the constitution and laws of the United States is received by all as the true construction; and, on the same principle, the construction given by the courts of the several States *to the legislative acts of those States is received as true, unless they come in conflict with the constitution, laws, or treaties of the United States. If, then, this question has been settled in Kentucky, we must suppose it to be rightly settled." [*137

This case is the more impressive, because this court adopted the construction given by the Court of Appeals of Kentucky to a statute enacted by the State of Virginia, and conformed to the three last decisions of that court, which conflicted with nine former decisions of the court by the former judges, which former decisions were in a degree fortified by the opinion of this court in the case of *Wilson* v. *Mason*, 1 Cranch, 100 (that the particular descriptions in a certificate of survey, before a copy could be demanded as of right, and when it could only be inspected by the courtesy of the surveyor, could not be used by a locator to help out his entry and communicate the necessary notoriety). This court did, notwithstanding, in the case of *Elmendorff* v. *Taylor*, say,—"We must consider the construction as settled finally by the courts of the State; and this court ought to adopt the same rule, should we even doubt its correctness." 10 Wheat., 165.

The reasoning just quoted is so clearly demonstrative and

convincing that the citations of the other decisions of this court would be superfluous.

2. The decisions of the Supreme Court of the State of Mississippi have now settled the construction of the constitution of that State relating to the point involved in these cases.

The cases decided by the court of Mississippi, as reported in 5 How. (Miss.), 100, 110, 769, and 7 Ib., 15, are referred to as having settled the construction of the clause of their constitution now under consideration.

The courts of Louisiana have, in questions growing out of the prohibition in the constitution of Mississippi before quoted, conformed to the decisions of the court of Mississippi, of which an example is to be found in 6 Rob. (La.), 115. And the courts of Tennessee have in like manner conformed; but as the book of reports, containing the decisions of the Supreme Court of Tennessee, has been taken out of the library of the court, I am not able to cite the particular case, nor do I deem it material; the decisions of the court of Mississippi being the proper standard to which all other courts should conform upon such a question.

It would be highly inconvenient that one construction of the organic law of the State of Mississippi should prevail in the courts of that State and of the adjoining States, and that another and different construction of the same instrument should prevail in the federal courts.

The decision in *Groves* v. *Slaughter*, 15 Pet., 449, was by "a divided court"; two justices were absent, in a case of the first impression, and when the construction fixed by the judi-
*138] ciary *department of the government of Mississippi had not settled the proper construction.

Now that it is settled by the courts of that State, this court is bound to adopt it as the proper and true construction.

According to the principles decided by this court between *Elmendorff* v. *Taylor*, 10 Wheat., 165, and various others too tedious to mention, this court is no more at liberty to depart from the construction of the State constitution, so settled by the judicial department of the State of Mississippi, than the courts of that State would be to depart from the construction of the constitution, statutes, and treaties of the United States, as settled by this Supreme Court of the United States.

Mr. Chief Justice TANEY delivered the opinion of the court.

This action was brought in the Circuit Court for the Southern District of Mississippi, by the plaintiffs, upon a

promissory note made to them by the defendant for $2,950.70, dated March 27th, 1839, and payable on the 1st of March, 1840.

The defendant offered in evidence that the only consideration of this note was certain slaves sold by the plaintiff to him in Mississippi in the year 1836, this note being given to take up former securities which had not been paid; and that the said slaves were introduced and imported into the State in the year last above mentioned, by the plaintiffs, as merchandise and for sale.

Upon this evidence, the court instructed the jury that if the slaves were so introduced after the 1st of May, 1833, the note was void, and their verdict must be for the defendant. The plaintiffs excepted to this instruction, and the verdict and judgment being against them, they have brought the case here by writ of error.

The Circuit Court held this contract to be illegal and void, under the following section of the constitution of Mississippi, adopted in 1832.

"The introduction of slaves into this State, as merchandise or for sale, shall be prohibited from and after the 1st day of May, 1833; provided the actual settler or settlers shall not be prohibited from purchasing slaves in any State in this Union, and bringing them into this State for their own individual use, till the year 1845."

The question presented in this case is precisely the same with that decided by this court in the case of *Groves* v. *Slaughter*, reported in 15 Pet., 449. And the court then held, after hearing a very full and elaborate argument, that the clause in the constitution of Mississippi, relied on by the defendant, which went into operation on the 1st of May, 1833, did not of itself prohibit the introduction of slaves as merchandise and for sale; and that contracts for the purchase and sale of slaves so introduced, made before the passage of the law of that State of May 13th, 1837, were valid and binding upon the parties. The reasoning, upon which that opinion was *founded, is fully set forth in the report [*139
of the case, and need not be repeated here.

It now appears, however, that the question has since been brought before the courts of the State, and it has been there settled by its highest tribunals that the clause in the constitution above referred to did, of itself and without any legislative enactment, prohibit the introduction of slaves as merchandise and for sale; and rendered all contracts for the sale of such slaves, made after May 1st, 1833, illegal and void. And it is argued that inasmuch as this court

adopts the construction given by the State courts to their own constitution and laws, we ought to follow the decisions in Mississippi, and declare the contract before us to be void, notwithstanding the case of *Groves* v. *Slaughter*.

But we are not aware of any decision in this court which presses the rule so far, or that would justify this court in declaring contracts to be void upon this ground which upon the fullest consideration it has so recently held to be good. It will be seen, by a reference to the opinion delivered in the case of *Groves* v. *Slaughter*, that the court were satisfied not only that the construction it then placed on the constitution of Mississippi was the true one, but that it conformed to the construction upon which the legislature of the State had acted, and that the validity of these sales had not been brought into question in any of the tribunals of the State until long after the time when this contract was made; and that as late as the beginning of the year 1841, when *Groves* v. *Slaughter* was decided, it did not appear, from any thing before the court, that the construction of the clause in question had been settled either way, by judicial decision, in the courts of the State.

Acting under the opinion thus deliberately given by this court, we can hardly be required, by any comity or respect for the State courts, to surrender our judgment to decisions since made in the State, and declare contracts to be void which upon full consideration we have pronounced to be valid. Undoubtedly this court will always feel itself bound to respect the decisions of the State courts, and from the time they are made will regard them as conclusive in all cases upon the construction of their own constitution and laws.[1]

But we ought not to give to them a retroactive effect, and allow them to render invalid contracts entered into with citizens of other States, which in the judgment of this court were lawfully made. For, if such a rule were adopted, and the comity due to State decisions pushed to this extent, it is evident that the provision in the constitution of the United States, which secures to the citizens of another State the right to sue in the courts of the United States, might become utterly useless and nugatory.[2]

[1] APPLIED. *Pease* v. *Peck*, 18 How., 599. DISTINGUISHED. *Nesmith* v. *Sheldon*, 7 How., 818; *Gelpcke* v. *City of Dubuque*, 1 Wall., 214. CITED. *Luther* v. *Borden*, 7 How., 58. And see *Dred Scott* v. *Sandford*, 19 How., 603.

[2] APPLIED. *Ohio Life Ins. &c. Co.* v. *Debolt*, 16 How., 432. APPROVED. *Douglass* v. *County of Pike*, 11 Otto, 686. DISTINGUISHED. *Fairfield County* v. *Gallatin*, 10 Otto, 53.

We are of opinion, therefore, that the decision in the case of *Groves* v. *Slaughter* must rule this case, and consequently that the judgment of the Circuit Court must be reversed.

*The same judgment must also be given in the other case before us between the same parties, as it depends on the same principles. [*140

Mr. Justice DANIEL dissented.

From the decision of the court pronounced in these causes, I feel myself constrained to dissent. The rule heretofore announced and uniformly observed by this court, with respect to the construction to be given to the constitutions and statutes of the several States, has been this:—that the interpretations put upon those constitutions and statutes by the supreme tribunals of the States respectively, should be received and followed as the true interpretation. This rule, so reasonable in itself, so inseparable from every idea of the competency, or indeed the very being of the systems of which those constitutions and statutes make an essential part, is not even now denied; but whilst it is, in general terms, assented to in the decision of these causes, it is in effect, if not in terms, by the same decision utterly overthrown. In the case of *Groves et al.* v. *Slaughter*, 15 Pet., 449, this court, as it was constrained to do in the absence of any interpretation by the State courts, gave its own construction to the constitution of Mississippi. Since the decision in *Groves* v. *Slaughter*, decisions of the Supreme Court of Mississippi, giving an interpretation to the constitution of that State, have become generally known,—they are familiar, unequivocal, uniform, numerous. That any or all of these expositions may have been made posterior to the decision of the cause of *Groves* v. *Slaughter*, I hold to be perfectly immaterial, so far as this circumstance can affect their force and validity. If these expositions establish the meaning of the constitution of Mississippi, such meaning must have relation to the period of the consummation of that instrument. The constitution has always been the same thing from the time of its adoption. It could not have been some other thing than the constitution, because it had not been interpreted to this court, and subsequently have become the constitution merely because its interpretation was then generally declared. The decision of the causes now before this court gives to the constitution of Mississippi different meanings at different periods of its existence, and deduces those meanings from circumstances wholly unconnected with the intrinsic signification of the terms of the instrument itself. Such a rule of interpreta-

tion involves, in my view, a contradiction which I am wholly unwilling to adopt.

ORDER.

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Southern District of Mississippi, and was argued by counsel. On consideration whereof, it is ordered and adjudged by this
*141] court, that the judgment *of the said Circuit Court in this cause be and the same is hereby reversed, with costs, and that this cause be and the same is hereby remanded to the said Circuit Court, with directions to award a *venire facias de novo.*

BENNET R. TRULY, COMPLAINANT AND APPELLANT, *v.* MOSES WANZER, JABEZ HARRISON, AND JOHN R. NICHOLSON.[1]

The preceding case of *Rowan and Harris* v. *Runnels* reviewed and confirmed.

The general principle with regard to injunctions after a judgment at law is this,—that any fact which proves it to be against conscience to execute such judgment, and of which the party could not have availed himself in a court of law, or of which he might have availed himself at law, but was prevented by fraud or accident, unmixed with any fault or negligence in himself or his agents, will authorize a court of equity to interfere by injunction to restrain the adverse party from availing himself of such judgment.[2]

[1] See further decision in this case, 17 How., 584.

[2] RELIED ON. *Humphreys* v. *Leggett*, 9 How., 313. CITED. *Crim* v. *Handley*, 4 Otto, 658. See also *Moore* v. *Clopton*, 22 Ark., 125, 128; *The Elmira*, 16 Fed. Rep., 138.

The person praying for an injunction against the enforcement of a judgment, must show a clear case of diligence on his part, and that the judgment was not the result of his inattention. *Robuck* v. *Harkins*, 38 Ga., 174; *Bateman* v. *Willoe*, 1 Sch. & L., 201; *Slack* v. *Wood*, 8 Gratt. (Va.), 40; *Stilwell* v. *Carpenter*, 59 N. Y., 414. The object of the injunction is to prevent the person having obtained the judgment from taking the benefit of an unfair advantage, resulting from accident, fraud, mistake, or otherwise, the enforcement of which is against conscience. *Little* v. *Price*, 1 Md. Ch., 182; *Stanton* v. *Embry*, 46 Conn., 595; *Pearce* v. *Olney*, 20 Conn., 544; *Wingate* v. *Haywood*, 40 N. H., 437; *Wright* v. *Eaton*, 7 Wis., 595; *Marine Ins. Co.* v. *Hodgson*, 7 Cranch, 332; *Ableman* v. *Roth*, 12 Wis., 81; *McCann* v. *Otoe*, 9 Neb., 324; *Bently* v. *Dillard*, 6 Ark., 79; *Conway* v. *Ellison*, 14 Ark., 460.

A judgment to which there is no good defence, or that is not contrary to equity or against conscience, will not be enjoined. *Hazletine* v. *Reusch*, 50 Mo., 50; *Ableman* v. *Roth*, 12 Wis., 81.

An injunction to a judgment at law for the purchase-money of land, on the ground of the difficulty of obtaining a title from the infant heirs of the vendor, cannot be supported if the purchaser neglected to pay the money in the lifetime of the vendor, and to demand a conveyance from him, and if the heirs are not made parties to the bill. *Prout* v. *Gibson*, 1 Cranch, C. C., 389. If the vendor is unable to