

## Statement of the case.

## RAILROAD COMPANY v. ROCK.

1. In a case brought here from a State court, under the twenty-fifth section of the Judiciary Act, the record must show that some one of the matters mentioned in that section was necessarily decided by the court, notwithstanding there may be a certificate from the presiding judge, that such matters were drawn in question.
2. If it appears from the record that the State court might have decided the case on some other ground, this court has no jurisdiction.
3. This court cannot review the decision of a State court upon the general ground, that that court has declared a contract void, which this court may think to be valid.
4. It must be the Constitution or some statute of the State which impairs the obligation of the contract, or which is otherwise in conflict with the Constitution or laws of the United States; and the decision of the State court must sustain the law of the State in the matter in which this conflict is supposed to exist, or the case for this court does not arise.

THIS was a motion by *Mr. Templin* to dismiss a writ of error to the Supreme Court of Iowa, issued under the twenty-fifth section of the Judiciary Act, which gives authority to the Supreme Court of the United States to review final judgments in the highest court of a State "where is drawn in question the validity of a statute of or an authority exercised under any State, on the ground of their being repugnant to the Constitution of the United States, and the decision is in favor of such validity; or where is drawn in question the construction of any clause of the Constitution, &c., of the United States, and the decision is against the title, right, &c., specially set up or claimed under such clause."

The case was thus:

Rock, on behalf of himself and the other resident taxpayers of Iowa County, filed his bill in the proper State court against the Missouri and Mississippi Railroad Company, plaintiff in error, and Wallace, county judge of the said county. He prayed that certain bonds, purporting to be the bonds of the County of Iowa, which he alleged to be then in the possession of the plaintiff in error, should be declared void, and that plaintiff should be enjoined from negotiating them; and that the county judge should be en-

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joined from levying or collecting any tax to pay said bonds or the interest on them.

The bill of complainant asked for relief on two grounds:

1. That the county judge disregarded the requirements of a certain statute set forth in the bill, in the submission to the vote of the people of the question of issuing the bonds.
2. That the county judge and the Railroad Company, to whom they were first issued, were guilty of fraud in the issue of the bonds.

The court decreed as prayed by Rock, and the Railroad Company appealed to the Supreme Court of Iowa, which affirmed that decree.

More than two years after this affirmance, the chief justice of that court certified that, upon the hearing in that case, there was drawn in question:

1. The validity of the Constitution of the State of Iowa as being repugnant to the Constitution of the United States.
2. That clause of the Constitution of the United States which provides that no State shall pass any law impairing the obligation of contracts.
3. That clause of the Constitution of the United States which provides that said Constitution shall be the supreme law of the land.

And it was further certified, that the decision was against the right claimed under the Constitution of the United States and the several clauses thereof.

The ground of the motion made to dismiss was, that it nowhere appeared by the record that the question of the repugnancy of the laws and Constitution of Iowa to the Constitution and laws of the United States was passed upon; and that the certificate of the judge would not of itself conclude the court on that matter.

*Messrs. Grant and Cook against the motion:*

In *Armstrong v. The Treasurer of Athens Co.*,\* the chief justice of the State court attached to the record his certifi-

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\* 16 Peters, 281.

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cate that the decision drew into question the validity of that clause in the Constitution of the United States, which provides that no State can pass a law impairing the obligation of contracts, and that the decision was against the clause. The certificate in the case at bar is drawn up and signed as was that in the authority cited; and this will be seen by reference to that authority.

In that case the court says:

“ We presume the certificate of the presiding judge was made by authority of the court, and as the bill and answer show that such a point might have arisen, and this certificate on the record states that it did arise and was decided, the case comes within the fourth clause, and this court must take jurisdiction.”

But independently of the certificate we have an authoritative report of the case now brought here from the Supreme Court of Iowa, in the printed reports of that court's decisions. Volume 14th of the series gives us the very case now here on error. It removes all difficulty. The court say that the bill was filed to cancel certain bonds for the want of power in the county judge to issue the same, and because of certain alleged irregularities attending their issue, and they add: “ Following *Stokes v. Scott Co.*,\* and *B. & M. R. R. Co. v. Wapello*,† we affirm the judgment below.”

Now in both the cases cited and followed, the Supreme Court of Iowa held the bonds unconstitutional while yet unissued, and in the present case it applied this principle of unconstitutionality to bonds issued and in the hands of *bona fide* holders.

The case then fairly presented the constitutional question, and the point which was decided by the Supreme Court of Iowa was, that these bonds (issued and delivered in November, 1858, to *bona fide* holders, and at a time when, as is well known, the Supreme Court of the State held them to be constitutional and valid), were unconstitutional and invalid, null and void. The Supreme Court of Iowa, then, have

\* 10 Iowa, 166.

† 14 Iowa, 593, 594.

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made a decision in this case which impairs the obligation of contracts. The judicial interpretation of a law is part of the law as much as if written in it.

Mr. Justice MILLER delivered the opinion of the court.

After a very careful examination of the record of the case, we are unable to discover that either the validity of the Constitution of the State of Iowa, or the clauses of the Constitution of the United States mentioned in the certificate, are involved in that record, or were decided by the court. It is probable that counsel, in the argument of the case in the Supreme Court of Iowa, insisted that these matters were involved, and that the chief justice felt bound to certify, when requested, that they were drawn in question. But if the record does not show that they were necessarily drawn in question, this court cannot take jurisdiction to reverse the decision of the highest court of a State, upon the ground that counsel brought them in question in argument.

In *Lawter v. Walker*,\* a case was brought here on a certificate from the State court. It was dismissed for want of jurisdiction. The court said: "The twenty-fifth section of the Judiciary Act requires something more definite than such a certificate to give to this court jurisdiction. The conflict of the State law with the Constitution of the United States, and a decision by a State court in favor of its validity, must appear on the face of the record before it can be re-examined in this court. It must appear in the pleadings of the suit, or from the evidence in the course of the trial, in the instructions asked for, or from exceptions taken to the ruling of the court. It must be that such a question was necessarily involved in the decision, and that the State court would not have given judgment without deciding it." To the same effect is the case of *Mills v. Brown*.†

The bill of complainant claims relief on two grounds:

1. That the county judge disregarded the requirements of the statute, in the submission to the vote of the people of the question of issuing the bonds.

\* 14 Howard, 149.

† 16 Peters, 525.

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2. That the county judge and the Railroad Company, to whom they were first issued, were guilty of fraud in the issue of the bonds.

The court may have held the bonds void on the latter ground, and may have based its decree on that allegation. If so, there can be no pretence that such a ground involves any question of the Constitution of the United States or of the State of Iowa.

In the argument of counsel before us, no attempt is made to show that any provision of the Constitution of the State of Iowa conflicts in any way with the Constitution of the United States. The whole case, in the language of the brief, is put upon the ground that the "Supreme Court of Iowa has made a decision in this case which impairs the obligation of contracts;" and the argument goes upon the fundamental error that this court can, as an appellate tribunal, reverse the decision of a State court, because that court may hold a contract to be void which this court might hold to be valid. If this were the law, every case of a contract held by the State court not to be binding, for any cause whatever, can be brought to this court for review, and we should thus become the court of final resort in all cases of contract, where the decisions of State courts were against the validity of the contracts set up in those courts.

This, obviously, was not the purpose of the Judiciary Act. It must be the Constitution, or some law of the State, which impairs the obligation of the contract, or which is otherwise in conflict with the Constitution of the United States; and the decision of the State court must sustain the law or Constitution of the State in the matter in which the conflict is supposed to exist, or the case for this court does not arise. No such thing appears in the case before us, which is the case of a citizen of Iowa, suing a corporation of Iowa, in the Iowa courts, their rights being determined either upon a construction of local law in no way in conflict with the Federal Constitution, or else upon a simple question of fraud.

The writ of error must be

DISMISSED.