

Sec. 10—Powers Denied to the States

Cl. 1—Treaties, Coining Money, Etc.

hand, a statute which withdrew the judicial power to enforce satisfaction of a certain class of judgments by mandamus was held invalid.²⁰⁷⁴ In the words of the Court: "Every case must be determined upon its own circumstances";²⁰⁷⁵ and it later added: "In all such cases the question becomes . . . one of reasonableness, and of that the legislature is primarily the judge."²⁰⁷⁶

Contracts involving municipal bonds merit special mention. While a city is from one point of view but an emanation from the government's sovereignty and an agent thereof, when it borrows money it is held to be acting in a corporate or private capacity and so to be suable on its contracts. Furthermore, as was held in the leading case of *United States ex rel. Von Hoffman v. Quincy*,²⁰⁷⁷ "where a State has authorized a municipal corporation to contract and to exercise the power of local taxation to the extent necessary to meet its engagements, the power thus given cannot be withdrawn until the contract is satisfied." In this case the Court issued a mandamus compelling the city officials to levy taxes for the satisfaction of a judgment on its bonds in accordance with the law as it stood when the bonds were issued.²⁰⁷⁸ Nor may a state by dividing an indebted municipality among others enable it to escape its obligations. The debt follows the territory and the duty of assessing and collecting taxes to satisfy it devolves upon the succeeding corporations and

²⁰⁷⁴ *Louisiana v. New Orleans*, 102 U.S. 203 (1880).

²⁰⁷⁵ *United States ex rel. Von Hoffman v. Quincy*, 71 U.S. (4 Wall.) 535, 554 (1867).

²⁰⁷⁶ *Antoni v. Greenhow*, 107 U.S. 769, 775 (1883). Illustrations of changes in remedies, which have been sustained, may be seen in the following cases: *Jackson v. Lamphire*, 28 U.S. (3 Pet.) 280 (1830); *Hawkins v. Barney's Lessee*, 30 U.S. (5 Pet.) 457 (1831); *Crawford v. Branch Bank of Mobile*, 48 U.S. (7 How.) 279 (1849); *Curtis v. Whitney*, 80 U.S. (13 Wall.) 68 (1872); *Railroad Co. v. Hecht*, 95 U.S. 168 (1877); *Terry v. Anderson*, 95 U.S. 628 (1877); *Tennessee v. Sneed*, 96 U.S. 69 (1877); *South Carolina v. Gaillard*, 101 U.S. 433 (1880); *Louisiana v. New Orleans*, 102 U.S. 203 (1880); *Connecticut Mut. Life Ins. Co. v. Cushman*, 108 U.S. 51 (1883); *Vance v. Vance*, 108 U.S. 514 (1883); *Gilfillan v. Union Canal Co.*, 109 U.S. 401 (1883); *Hill v. Merchant's Ins. Co.*, 134 U.S. 515 (1890); *City & Lake R.R. v. New Orleans*, 157 U.S. 219 (1895); *Red River Valley Bank v. Craig*, 181 U.S. 548 (1901); *Wilson v. Standefer*, 184 U.S. 399 (1902); *Oshkosh Waterworks Co. v. Oshkosh*, 187 U.S. 437 (1903); *Wagoner v. Flack*, 188 U.S. 595 (1903); *Bernheimer v. Converse*, 206 U.S. 516 (1907); *Henley v. Myers*, 215 U.S. 373 (1910); *Selig v. Hamilton*, 234 U.S. 652 (1914); *Security Bank v. California*, 263 U.S. 282 (1923); *United States Mortgage Co. v. Matthews*, 293 U.S. 232 (1934); *McGee v. International Life Ins. Co.*, 355 U.S. 220 (1957).

Compare the following cases, where changes in remedies were deemed to be of such character as to interfere with substantial rights: *Wilmington & Weldon R.R. v. King*, 91 U.S. 3 (1875); *Memphis v. United States*, 97 U.S. 293 (1878); *Virginia Coupon Cases (Poindexter v. Greenhow)*, 114 U.S. 270, 298, 299 (1885); *Effinger v. Kenney*, 115 U.S. 566 (1885); *Fisk v. Jefferson Police Jury*, 116 U.S. 131 (1885); *Bradley v. Lightcap*, 195 U.S. 1 (1904); *Bank of Minden v. Clement*, 256 U.S. 126 (1921).

²⁰⁷⁷ 71 U.S. (4 Wall.) 535, 554–55 (1867).

²⁰⁷⁸ See also *Nelson v. St. Martin's Parish*, 111 U.S. 716 (1884).