Statement of the case.

the pleadings to the contrary, that Houston, when appointed administrator, was a citizen of Kentucky, and if so the appointment was legal, for the laws of Tennessee do not forbid the probate courts of that State to intrust a citizen of another State with the duties of administering on the estate of a person domiciled at the time of his death in Tennessee.

But if the fact be otherwise, as seems to be admitted in argument, and Houston were a citizen of Tennessee at the time he got his letters of administration, the liability of the defendants to be sued in the Federal courts remains the same, because there is no statute of Tennessee requiring an administrator not to remove from the State, and the general law of the land allows any one to change his citizenship at his pleasure. After he has in good faith changed it, he has the privilege of going into the United States courts for the collection of debts due him by citizens of other States, whether he holds the debts in his own right or as administrator.

JUDGMENT AFFIRMED.

CURTIS v. WHITNEY.

1. A statute does not necessarily impair the obligation of a contract because it may affect it retrospectively, or because it enhances the difficulty of performance to one party or diminishes the value of the performance to the other, provided that it leaves the obligation of performance in full force.
2. A statute which requires the holder of a tax certificate made before its passage to give notice to an occupant of the land, if there be one, before he takes his tax-deed, does not impair the obligation of the contract evidenced by the certificate.

ERROR to the Supreme Court of Wisconsin; the case being thus:

Mary Curtis brought suit under a statute of Wisconsin to have her title to a certain piece of land, which she claimed under a deed made on a sale for taxes, established and quieted as against the defendants.

Argument against the constitutionality.

The sale for taxes took place on the 11th day of May, 1865, and she received a certificate stating the sale, and that she would "be entitled to a deed of conveyance of said land in three years from that date unless sooner redeemed according to law," by payment of the amount bid, with interest and penalties; and accordingly, on the 12th day of May, A.D. 1868, she received the deed which she now sought to establish as the title to the land.

But the legislature of Wisconsin, on the 10th of April, 1867,* enacted that in all such cases where land *had been* or should thereafter be sold for taxes, and any person should have been in the actual occupancy or possession of such land for thirty days or more within six months preceding the time when the deed should be applied for, the deed should not be issued unless a written notice should have been served on the owner or occupant by the holder of the tax certificate, at least three months prior thereto. The act required that this notice should set forth a copy of the certificate, and state who was the holder and the time when the deed would be applied for.

In the present case there was such occupancy and no notice was served, and the court held the tax-deed void for want of it; overruling the objection of plaintiff, that the statute requiring notice was void as applied to her case, because it impaired the obligation of her contract evidenced by the certificate of sale.

The case having thus gone against the plaintiff, she brought the case here, setting up the same point that she set up below.

Mr. E. H. Ellis, for the plaintiff in error:

A tax sale of which the tax certificate is the evidence has been decided, by the courts of Wisconsin,† to be a contract between the State of Wisconsin and the county making the sale on the one part and the purchaser on the other. By the

* Laws of Wisconsin of 1857, ch. 113, p. 111.

† Robinson v. Howe, 13 Wisconsin, 341; Lain v. Shepardson, 18 Id. 59.

provisions of this contract Mrs. Curtis was entitled to a deed in three years from the date of the sale (May 11th, 1865), subject only to *one condition*, viz.: "unless sooner redeemed." Nearly two years thereafter, viz., April 10th, 1867, an act of the legislature was passed by which the party of the second part was required to perform an additional service, involving both time, labor, and expense, in order to obtain the fulfilment of her contract. This requirement did, in our opinion, impair the obligation of the contract made at the time of the tax-sale.

Mr. T. O. Howe argued that no contract was violated.

Mr. Justice MILLER delivered the opinion of the court.

Did the requirement of the statute of the 10th of April, 1867, that the holder of a certificate of tax-sale should give notice to whoever might be found in possession of the land before taking a deed impair the obligation of the contract made at the sale?

It must be conceded by all who are familiar with the vast disproportion between the value of the land and the sum for which it is usually bid off at such sales, and the frequency with which the whole proceeding is conducted to the making of the conveyance intended to pass the title without any knowledge on the part of the real owner, that the requirement is an eminently just and proper one. Nor is it one difficult to comply with, as it is only made necessary where some one is found on the land, on whom the notice can be served, and the cost of serving the notice must be paid by any party offering to redeem.

That a statute is not void because it is retrospective has been repeatedly held by this court, and the feature of the act of 1867, which makes it applicable to certificates already issued for tax-sales, does not of itself conflict with the Constitution of the United States. Nor does every statute which affects the value of a contract impair its obligation. It is one of the contingencies to which parties look now in making a large class of contracts, that they may be affected in

many ways by State and National legislation. For such legislation demanded by the public good however it may retroact on contracts previously made, and enhance the cost and difficulty of performance, or diminish the value of such performance to the other party, there is no restraint in the Federal Constitution, so long as the obligation of performance remains in full force.

In the case before us the right of plaintiff to receive her deed is not taken away, nor the time when she would be entitled to it postponed.

While she had a right to receive either her money or her deed at the end of three years, the owner of the land had a right to pay the money and thus prevent a conveyance. These were the coincident rights of the parties growing out of the contract by which the land was sold for taxes.

The legislature, by way of giving efficacy to the right of redemption, passed a law which was just, easy to be complied with, and necessary to secure in many cases the exercise of this right. Can this be said to impair the obligation of plaintiff's contract, because it required her to give such notice as would enable the other party to exercise his rights under the contract?

How does such a requirement lessen the binding efficacy of plaintiff's contract? The right to the money or the land remains, and can be enforced whenever the party gives the requisite legal notice. The authority of the legislature to frame rules by which the right of redemption may be rendered effectual cannot be questioned, and among the most appropriate and least burdensome of these is the notice required by statute.

In the case of *Jackson* v. *Lamphire*,* this court said: "It is within the undisputed province of State legislatures to pass recording acts by which the elder grantee shall be postponed to a younger if the prior deed is not recorded within the limited time, and the power is the same, whether the deed is dated *before* or after the recording act. Though the

* 3 Peters, 290.

effect of such a law is to render the prior deed fraudulent and void against a subsequent purchaser, it is not a law impairing the obligation of contracts. Such, too, is the power to pass acts of limitations, and their effect. Reason and sound policy have led to the general adoption of laws of both descriptions and their validity cannot be questioned." . . . "Cases may occur," says the court, "where the provisions of a law on those subjects may be so unreasonable as to amount to a denial of a right, and call for the intervention of the court; but the present is not one of them."

So we think of the case now under consideration, and we therefore

AFFIRM THE JUDGMENT OF THE STATE COURT.

JOHNSON v. TOWSLEY.

1. The question of the conclusiveness of the action of the land officers in issuing a patent on the rights of other persons reconsidered and former decisions affirmed.
2. The tenth section of the act of June 12th, 1843 (11 Stat. at Large, 326), which declares that the decision of the commissioner shall be final, means final as to the action of the Executive Department.
3. The general proposition is recognized that when a special tribunal is authorized to hear and determine certain matters arising in the course of its duties, its decisions within the scope of its authority are conclusive.
4. Under this principle the action of the Land Department in issuing a patent is conclusive in all courts and in all proceedings, where by the rules of law the legal title must prevail.
5. But courts of equity, both in England and in this country, have always had the power in certain classes of cases to inquire into and correct injustice and wrong, in both judicial and executive action, founded in fraud, mistake, or other special ground of equity, when private rights are invaded.
6. In this manner the most solemn judgment of courts of law have been annulled, and patents and other important instruments issuing from the crown or other executive branch of the government have been reformed, corrected, declared void, or other appropriate relief granted.
7. The Land Office, dealing as it does with private rights of great value in a manner particularly liable to be imposed upon by fraud, false swearing, and mistakes, exemplifies the value and necessity of this jurisdiction.