

February 1942

Equity--Clean Hands--Iniquity of One Plaintiff Bars All

D. C. H.

West Virginia University College of Law

Follow this and additional works at: <https://researchrepository.wvu.edu/wvlr>



Part of the [Secured Transactions Commons](#)

Recommended Citation

D. C. H., *Equity--Clean Hands--Iniquity of One Plaintiff Bars All*, 48 W. Va. L. Rev. (1942).

Available at: <https://researchrepository.wvu.edu/wvlr/vol48/iss2/13>

This Recent Case Comment is brought to you for free and open access by the WVU College of Law at The Research Repository @ WVU. It has been accepted for inclusion in West Virginia Law Review by an authorized editor of The Research Repository @ WVU. For more information, please contact ian.harmon@mail.wvu.edu.

of jurisdiction of the court entering it where his property rights are injuriously affected.¹⁰ Courts have denied collateral attack by a subsequent spouse upon grounds of their participation in procuring the divorce, or estoppel generally.¹¹ The doctrine of laches has also been applied.¹²

It is therefore apparent that the instant case is supported by authority, as well as by reason and justice. The equitable principles of clean hands and estoppel, once admitted, apply to bar this suit. Here the plaintiff participated in procuring the divorce; he has waited an unreasonable time to complain; and he was principally responsible for the error of pleading that led to the improper notice.

It is not contended that subsequent spouses, or third parties generally, can not, or should not, be allowed to collaterally attack divorces. The purpose of the writer is to point out that no broad generalization can be formed, but that "circumstances alter cases", sometimes forbidding, sometimes demanding the application of the equitable principles of estoppel.

H. L. W. JR.

EQUITY—CLEAN HANDS—INIQUITY OF ONE PLAINTIFF BARS ALL.—A group of persons sued to enforce a deed of trust given as security for the unpaid purchase price of shares of stock which plaintiffs sold defendants. Two of the plaintiffs had been guilty of such fraudulent conduct in regard to the sale as to be barred from equity, but others were innocent of any misconduct. *Held*, that the innocent plaintiffs could not claim the benefit of a fraud perpetrated by their coplaintiffs. *Ford v. Buffalo Eagle Colliery Co.*¹

The court stated that "the bar of the clean-hands maxim is not employed for the punishment of wrongdoers; rather, it is introduced to protect the court of equity and the party defendant from having the powers of the court used in bringing about an inequitable result in the particular litigation before it."² There is substantial authority to support such a principle as the basis

¹⁰ *Adams v. Adams*, 154 Mass. 290, 28 N. E. 260 (1891); *Sammons v. Pike*, 108 Minn. 291, 120 N. W. 540 (1909); 17 AM. JUR. 395; Note (1935) 99 A. L. R. 1309, 1316.

¹¹ *Van Slyke v. Van Slyke*, *Margulies v. Margulies*, both *supra* n. 3; Notes (1937) 109 A. L. R. 1013, 1026, (1939) 120 A. L. R. 815, 826.

¹² *Goodloe v. Hawk*, 113 F. (2d) 753 (App. D. C. 1940).

¹ 122 F. (2d) 555 (C. C. A. 4th, 1941).

² *Id.* at 563.

for the clean hands doctrine.³ "He who comes into equity must come with clean hands" is sometimes stated in the form, "He who hath committed iniquity shall have equity";⁴ but either form infers that plaintiff is denied relief because of his own wrong. Some courts are directly opposed to the proposition as stated in the instant case, and view the maxim as punitive in nature.⁵

Walsh states that the clean hands maxim is founded on the reserved power of equity to deny relief when justice so demands, even though plaintiff has made out a case in which relief would normally be granted as a matter of course,⁶ that is, as a factor to be considered in the exercise of judicial discretion. The courts may be confusing the clean hands doctrine with the doctrine of hardship in denying a plaintiff relief because of the inequitable result which would be reached otherwise. The hardship doctrine looks to the result of the decree, while the clean hands maxim should look to the merit of the one invoking a court of conscience.⁷ It is difficult to see how the innocent plaintiffs in the instant case have been guilty of any conduct which would cause them to have the "unclean hands" upon which the court bars them from relief. Might it not have been better to say that equity will deny relief because of hardship which it would cause defendants? The court did recognize that hardship is one reason for applying the clean hands doctrine.⁸

While it may be more logical to restrict the maxim of clean hands to plaintiffs barred by their own unconscionable conduct, and obtain the equitable result of the instant case by applying the doctrine of hardship, the rule is clear that equitable relief will be denied one who seeks to reap benefits from a contract obtained through unconscionable means, even though the particular plain-

³ *Smith v. Ajax Pipe Line Co.*, 87 F. (2d) 567 (C. C. A. 8th, 1937); *Kreamer v. Earl*, 91 Cal. 112, 27 Pac. 735 (1891); *Sherwood Co. v. Sherwood Distilling Co.*, 177 Md. 455, 9 A. (2d) 842 (1939); see *American Ins. Co. v. Lucas*, 38 F. Supp. 896, 921 (W. D. Mo. 1940); *id.* at 926, 934.

⁴ POMEROY, *EQUITY JURISPRUDENCE* (4th ed. 1918) § 397.

⁵ *Clemens v. Clemens*, 28 Wis. 637 (1871); see *Baird v. Howison*, 154 Ala. 359, 366, 45 So. 668 (1908); *Busch v. Baker*, 79 Fla. 113, 119, 83 So. 704 (1920).

⁶ WALSH, *EQUITY* (1930) § 53.

⁷ See *Rubyette Co. v. Vineland Products Co.*, 48 F. (2d) 288, 291 (D. N. J. 1931).

⁸ *Ford v. Buffalo Eagle Colliery Co.*, 122 F. (2d) 555, 563 (C. C. A. 4th, 1941).

tiffs were not involved in the sharp practice. "A court of equity will not allow itself to become a handmaid of iniquity of any kind."⁹

D. C. H.

INJUNCTION — INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONS — SELLING SOLUTIONS IN PUZZLE CONTEST. — Plaintiff newspaper publisher sought to enjoin defendant, a professional puzzle solver, from selling his services to contestants in a puzzle contest which plaintiff had instituted in his paper as a circulation scheme, offering substantial cash prizes to successful participants. Defendant's aid to contestants violated a term of the contest which disqualified all who obtained answers by purchase or exchange. *Held*, that defendant's solicitation and sale of answers constituted an interference with contracts for which an injunction would issue. *Philadelphia Record Co. v. Leopold*.¹

It is a truism that one cannot be guilty of inducing a breach of contract unless a contract exists.² Here no contract existed. There could not be a bilateral contract in which both parties would be bound,³ for the offeree, being the public, admittedly was under no duty to perform. Nor was there a unilateral contract for, until there is the complete performance requested, there can be no unilateral contract binding the offeror, notwithstanding he may perhaps be bound to continue his offer after performance is begun,⁴ nor any breach of such a contract. Hence, defendant was not inducing breach of a contract, as none existed at the time of his interference; rather he was inducing the offeree to render improper acceptance of an offer. Indeed, the court, after speaking of inducement to a breach of contract, withdrew from that position,

⁹ *Kreamer v. Earl*, 91 Cal. 112, 118, 27 Pac. 735 (1891). See Pollock, *The Highwayman's Case* (1893) 9 L. Q. REV. 196, and Riddell, *A Legal Scandal Two Hundred Years Ago* (1930) 16 A. B. A. J. 422, discussing *Everet v. Williams* (1725), unreported, where relief was denied a highwayman asking an accounting against his partner in crime.

¹ 40 F. Supp. 346 (S. D. N. Y. 1941).

² *Triangle Film Corp. v. Arterraft Pictures*, 250 Fed. 981 (C. C. A. 2d, 1918); *Parker v. Brown*, 195 S. C. 35, 10 S. E. (2d) 625 (1940); see *Walker v. Cronin*, 107 Mass. 555, 563 (1871).

³ 1 WILLISTON, CONTRACTS (Rev. ed. 1936) § 13.

⁴ RESTATEMENT, CONTRACTS (1932) § 45; see *Dyer v. Duffy*, 39 W. Va. 148, 154, 10 S. E. 540, 543 (1894). The doctrine of mutuality of obligation does not apply to unilateral contracts. Cf. *Railsback v. Raines*, 110 Kan. 220, 203 Pac. 687 (1922). But there is a right to have a unilateral contract protected from malicious interference even though it imposes a duty on the offeror only. *Moran v. Dunphy*, 117 Mass. 485, 59 N. E. 125 (1901).