

Young Vs. Bryan

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Court : US Supreme Court

Decided On : 1821

Appeal No. : 19 U.S. 146

Appellant : Young

Respondent : Bryan

Judgement :

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Young v. Bryan

19 U.S. (6 Wheat.) 146

ERROR TO THE CIRCUIT

COURT OF TENNESSEE

SYLLABUS

The circuit court has jurisdiction of a suit brought by the endorsee of a promissory note who is a citizen of one state against the endorser, who is a citizen of a different state, whether a suit could be brought in that court by the endorsee

against the maker or not.

No protest of a promissory note or inland bill of exchange is necessary.

This was an action of assumpsit brought in the court below by the defendants in error, citizens of Pennsylvania, against the plaintiff in error, a citizen

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of Tennessee, as the endorser of a promissory note drawn by another citizen of Tennessee, and endorsed to the plaintiff. The only questions in the cause were

1. Whether the court below had jurisdiction, and
2. Whether notice of protest was necessary to charge the endorser in this case. Judgment having been rendered against the defendant below, the cause was brought by writ of error to this Court.

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MR. CHIEF JUSTICE MARSHALL delivered the opinion of the Court that a suit may be brought in the circuit court by the endorsee against the endorser, whether a suit could be there brought against the drawer or not. In such a case, the endorser does not claim through an assignment. It is a new contract

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entered into by the endorser and endorsee, upon which the suit is brought, and if the endorsee is a citizen of a different state, he may bring an action against the endorser in the circuit court. As to the other objection insisted upon by the plaintiff in error, all that was incumbent upon the holder was to give due notice to the endorser. No protest of a promissory note or inland bill of exchange is necessary.

Judgment affirmed.

