

SWANN V. SCHOLFIELD.

{2 Cranch, C. C. 140.}¹

Circuit Court, District of Columbia. April Term, 1817.

PARTIES—ASSIGNEE OF NOTE.

After a note is taken up by the indorser, its negotiability ceases, and he cannot, by transferring the note, assign his right of action at law, so as to enable the assignee to sue in his own name.

Assumpsit {by W. T. Swann, for the Real Estate Bank, against Jonathan Scholfield} on the defendant's promissory note, indorsed by Thompson Simpson, and George Bruce. Jun. The note when due, was taken up by the discount of notes of Bruce indorsed by Simpson, and afterwards returned by Bruce to the bank, who brought suit in the name of W. T. Swann, as indorsee.

THE COURT (THRUSTON, Circuit Judge, absent), instructed the jury, that after the note was taken up by Bruce, its negotiability ceased, and he could not assign his right of action at law to the plaintiff, so as to enable him to sue in his own name.

¹ [Reported by Hon. William Cranch, Chief Judge.]