WILLIAM LINN, plaintiff in error, *v.* THE PRESIDENT AND DIRECTORS OF THE STATE BANK OF ILLINOIS, defendants in error.

Error to Jackson.

JURISDICTION—SUPREME COURT OF U. S.—The Supreme Court of the United States is the proper and constitutional forum to decide, and finally to determine all suits where is drawn in question "the validity of a statute of, or an authority exercised under any State, on the ground of its being repugnant to the Constitution, treaties, or laws of the United States, and the decision is in favor of such validity."

LAST DECISION CONCLUSIVE ON STATE COURTS.—Where the Supreme Court of the United States has decided that a State law violates the Constitution of the United States, the judges of the respective States have no right to overrule or impugn such decision.

"BILLS OF CREDIT."—The bills issued by the old State Bank of Illinois, were "bills of credit" within the meaning of the Constitution of the United States; and a note given in consideration of such bills, is void, and can not be collected by law.[a]

The case of Snyder *v.* the State Bank of Illinois, Breese, 122, is overruled.

THIS was an action of debt instituted by the defendants in error in the Jackson Circuit Court, against the plaintiff in error, upon a sealed note.

The declaration is in the usual form.

The defendant in the Court below, the plaintiff in error, filed the following pleas:

"And the said defendant comes and defends the wrong and injury, when, etc., and craves *oyer* of the said supposed writing obligatory in the said plaintiffs' declaration mentioned, and it is read to him in these words: "Twelve months after date I promise to pay to the President and Directors of the State Bank of Illinois, at their branch bank at Brownsville, for the use of the people of said State, four hundred and fifty dollars for value received. Witness my hand and seal this 13th July, 1822.

"Witness Jo. Duncan. WILLIAM LINN. [L. S.]"

[a] *Bills of credit—What are.*—To constitute a bill of credit within the constitution, it must be issued by a State on the faith of the State, and be designed to circulate as money. It must be a paper which circulates on the credit of the State, and is so received and used in the ordinary business of life. The individual or committee who issues the bill must have the power to bind the State; they must act as agents, such as do not incur personal responsibility, nor impart as individuals any credit to the paper. In a bill of credit the promise to pay is that of the State. The contingent liability of the State to make good the bills of its own bank is different, and does not make its notes those of the State. Briscoe v. Bank of Kentucky, 11 Pet. 257; Darrington v. State Bank of Alabama, 13 How. 12; Craig v. State of Missouri, 4 Pet. 410; Byrne v. State of Missouri, 8 Pet. 40.

Which being read and heard, the said defendant says that the said plaintiffs ought not to have or maintain their said action against him, this defendant, because he says that the said writing *obligatory was sealed and delivered by him to [*88] the said plaintiffs for the notes or bills issued and emitted by the said President and Directors of the said State Bank of Illinois, under and by virtue of an act of the General Assembly of the said State, entitled "*An act establishing the State Bank of Illinois*," passed in the year of our Lord, 1821, which said act of the General Assembly is here inserted, and made a part of this plea.

By which said act the said notes or bills of said bank are not redeemable or payable by said bank until after the expiration of ten years from and after the passage of the said act incorporating said bank, and from and after the time said notes or bills should be emitted and issued by said bank, which said notes or bills were issued or emitted on the day of July, 1821, and the emission and delivery thereof by the said plaintiffs to this defendant were the sole and only consideration for the said writing obligatory so executed as aforesaid, and for no other consideration whatever was the said writing obligatory executed, sealed and delivered by the defendant to the said plaintiffs; which said notes or bills so emitted, issued and delivered as aforesaid, by the said plaintiffs to this defendant, are bills of credit within the true intent and meaning of the Constitution of the United States; and so the said defendant says, that the said writing obligatory in the said plaintiffs' declaration mentioned, was sealed and delivered by this defendant to the said plaintiffs, without his having received of and from said plaintiffs, any good or valuable consideration therefor, and this he is ready to verify, wherefore he prays judgment if the said plaintiffs ought to have or maintain their said action thereof against him, this defendant, etc.

S. BREESE, for defendant.

And for further plea in this behalf "the said defendant says that the plaintiffs aforesaid ought not to have or maintain their aforesaid action against him, because he says that heretofore, to wit, at the term of the Circuit Court for Jackson county, State of Illinois, in the year of our Lord the said plaintiffs impleaded the said defendant in a certain plea or action of *scire facias* on a mortgage executed by this defendant to said plaintiffs, for securing the payment of the same identical sum of money in the said declaration mentioned; and such proceedings were thereupon had in said Court in that action, that afterward, to wit, at the May term, 1825, of said Court, the said plaintiffs, by the consideration and judgment of