

Case No. 8,066.

LANGLEY v. BRENT.

{3 Cranch, C. C. 365.}³

Circuit Court, District of Columbia.

Dec. Term, 1828.

SET-OFF—IDENTITY OF PARTIES.

A debt due by two joint debtors to two joint creditors cannot be set off as against a debt due by one of the joint creditors to one of the joint debtors.

Assumpsit on the defendant's promissory note to the plaintiff. Langley and King rented a wharf from Brent and Pierson in 1822; Langley and King dissolved their partnership in 1824, indebted to Brent and Pierson in the sum of \$53.

Mr. Morfit for plaintiff.

Mr. Worthington, for defendant.

THE COURT decided that it could not be set-off in this action.

³ [Reported by Hon. William Cranch, Chief Judge.]