

UNITED STATES V. ALEXANDER ET AL.

[4 Cranch. C. C. 311.]¹

Circuit Court, District of Columbia. May Term, 1833.

BANKS—EXPIRATION OF CHARTER—PLEADING IN EQUITY—JOINDER.

1. If the charter of a bank, indebted to the United States, expires, the United States have no remedy against the debtors of the bank, if there were no actual assignment to the United States before the expiration of the charter.
2. Several defendants, who have no connection with each other in interest, in estate, or in contract, and against whom, jointly, the plaintiffs have no cause of suit either at law or in equity, cannot be joined on one bill.

This was a bill in equity, brought by the United States against [Amos Alexander and others] the debtors of the Franklin Bank, about three years after the expiration of the charter of the bank, charging that the directors had agreed to assign the effects of the bank to the United States, to whom it was indebted.

The defendants demurred to the bill because it appeared, upon its face, that the charter had expired, and the defendants were, therefore, not debtors of the bank at the time of filing the bill; and also because it joined parties as defendants who had no joint interest, &c.

Mr. Taylor, for defendants, as to the joining of several defendants, cited 1 Har. Ch. Prac. pp. 289, 406, § 8; *Davoue v. Fanning*, 4 Johns. Ch. 199; *Brinkerhoff v. Brown*, 6 Johns. Ch. 139; 1 Har. Ch. Prac. 93; and as to the expiration of the charter, 1 Bl. Comm. c. 18, last page.

CRANCH, Chief Judge (THRUSTON, Circuit Judge, absent). We think the demurrers in this case must be supported:

1. Because, by the plaintiff's bill, It appears that the charter of the bank expired in 1822, and the bill was not filed until 1825; so that the defendants were not indebted to the bank at the time of filing the bill.

2. Because the bill joins several defendants who have no connection with each other in interest, in estate, or in contract, and against whom, jointly, the plaintiffs have no cause of suit either at law or in equity.

3. Because the bill does not show an assignment of the debts, or any agreement to assign, with the assent of the defendants.

4. Because there is no representative of the bank before the court to controvert the assignment.

We are of opinion, therefore, that the bill ought to be dismissed as to the defendants who have demurred.

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

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