

There is nothing in this section which directly relates to the transfer of the stock of the institution; but it manifests the enlarged spirit of accommodation in which its affairs were proposed to be conducted, and the liberal manner in which money might be obtained from it. Loans were to be made upon reasonable personal or landed security; and the directors were to be clothed with ample power to lend upon those terms. Considering this authority to make loans upon more extended principles, it is obvious, that according to the spirit of its charter, the institution should not only be authorized to require reasonable security in the first instance, but that it should also be allowed to lay hold of every just means of obtaining satisfaction from its litigious or delinquent debtors. This, I am satisfied, was the true intention and sole object of this provision of the twentieth section of the act of its incorporation as set forth in the defendant's answer. It was intended to give to the bank a mortgage or lien on its stock held by that class of its debtors and nothing more. (*b*)

If, as is alleged by the answer, the debt must be first paid, before the body politic can be allowed to transfer any stock so held; or the president and directors are bound, in behalf of the company, to retain the stock until the debt is actually and fully paid, the very end in view, as is demonstrable from this case, may be defeated; and the debt may never be paid or collected. Here it is alleged by the administrator, and not denied, that he has not a sufficiency of assets to pay all; he is not therefore bound to pay the entire of any one debt; nor indeed is he allowed to apply the assets in satisfaction of any one debt exclusively; or in any other manner than in due proportion to all; and consequently, the condition on which alone this stock can be transferred, as the bank interprets this clause of its charter, never can be complied with. Or suppose the debtor himself to be living, but insolvent and utterly destitute of the means of satisfying the claim, then, according to the position of these defendants, no transfer could be made, and the stock standing in the name of the insolvent, with its accumulating dividends, must be locked up for ever, dead and useless to every one.

Rejecting, therefore, those constructions of this clause which lead inevitably to the grossest injustice, I consider it as intended merely to give to the bank an additional security, to the value of