

have been made returnable at May term, 1823; yet it was in fact made returnable at May term, 1823; and nothing could be done by virtue of it, in December, 1822. 3 *Wilson* 341, *Parsons vs. Loyd*.—2 *W. Bl.* 845, *S. C.*—2 *John.* 190, *Bunn vs. Thomas*.—4 *John.* 309, *Burk vs. Barnard*.—5 *Mass. Rep.* 100, *Bullard vs. Nantucket Bank*.—2 *L. Raymond* 772, *Green vs. Rivet*.—1 *Strange* 399, *Mills vs. Bond*.

Dame  
vs.  
Fales.

*Judgment on the verdict.*

NEW-CHESTER vs. BRISTOL.

Where a pauper, actually supported by an old town, resided in that part of the old town, which was incorporated into a new town, at the time the new town was incorporated, it was held, that the pauper gained no settlement in the new town, by the act of incorporation.

ASSUMPSIT, for the support of *L. C.*, a pauper, alleged to have a settlement in Bristol.

The cause was tried here, at November term, 1823, upon the general issue. The only question raised by the parties, was, whether the pauper was settled in Bristol. It appeared in evidence, that the town of Bristol was incorporated in June, 1819, and included a part of the territory which had before been New-Chester. The pauper became chargeable to New-Chester before Bristol was incorporated; and, until the time of becoming chargeable, had always resided within what is now New-Chester. At the time Bristol was incorporated, the pauper was maintained by New-Chester, in the family of a Mr. *Fuller*, who resided in that part of New-Chester which was included within the bounds of Bristol.

A verdict was taken by consent, for the plaintiffs, subject to the opinion of the court upon the foregoing case.

*By the court.*—The statute of January 1, 1796, (*1 N. H. Laws* 363) enacts, that, “when any new town or district shall be incorporated, composed of one or more old incorporated towns or districts, all persons settled in the town or towns, district or districts, of which such new town or district is composed, and who shall actually dwell, and have their houses within the limits of such new town or district, at the time of its incorporation, shall thereby

New-Chester  
vs.  
Bristol.

“gain a settlement in such new town or district;” and the question, to be decided in this case, is, whether paupers actually supported by the old towns at the incorporation of the new town, are within the meaning and intent of this clause of the statute?

We are of opinion, that the pauper could not be considered as having a home within the limits of the new town, at the time of its incorporation, within the intent of the statute. This point has been decided in Massachusetts, upon a statute the same in substance as ours, in the same way. 15 *Mass. Rep.* 248, *Southbridge vs. Charlton*.—13 *ditto* 460, *Sudbury vs. Waltham*.

*Verdict set aside, and plaintiffs nonsuit.*



JONATHAN FARNUM *et a.* vs. JOSEPH BELL.

A *scire facias*, against the endorser of a writ, must allege, that the defendant endorsed the writ as attorney of the plaintiff in the original suit. It must also allege, that the name was endorsed near the bottom of the writ before it was served.

In a *scire facias* against one who endorsed the writ of a plaintiff living in the state, the court will not grant the plaintiff in the *scire facias* leave to amend after joinder in demurrer.

THIS was a *scire facias*, in which it was alleged, that the plaintiffs, at the May term of this court, in this county, 1822, recovered judgment against *Edward Evans*, of Enfield, in this county, for the sum of \$80 21, costs of suit; and whereas the defendant “did endorse his surname on the back of the original writ in the suit, aforesaid, as attorney to the said *Edward Evans*, and thereby became liable to pay the said *Farnum* and another, the costs arising in said suit,” to the end that justice might be done, the sheriff was commanded to make known to the said *Bell*, that he appear, &c.

To this *scire facias* the defendant demurred, and assigned as causes of demurrer,

1st, That it was not alleged, that the defendant endorsed his name upon the writ before it was served.

2d, That it was not alleged, that the defendant endorsed his name upon the back of the writ, near the bottom.

*Noyes*, for the plaintiffs.

*Bell*, pro se.