

Danforth
vs.
Dewey.

And it seems to us, that this plaintiff may recover upon his count, for money had and received, the price of the ploughs. It is not necessary, in order to support that count, that the defendant should have received money. It is enough, that he received money's worth. 2 *N. H. Rep.* 333, *Willie vs. Green.*
Judgment on the verdict.



STRAFFORD, SEPTEMBER TERM, 1824.

MEREDITH vs. CANTERBURY.

3	80
71	38
3	80
72	113

Where the selectmen of the town of *M.* gave directions in writing to the sheriff, "to notify the selectmen and town clerk of the town of *C.*," that a pauper, settled in *C.*, had become chargeable, &c., and the sheriff left with the selectmen and town clerk of *C.* a copy of said directions; it was held not to be notice to the town, as required by the statute, to render the town of *C.* liable for the supplies furnished the pauper.

ASSUMPSIT, for the support of a pauper, alleged to have a settlement in the town of *Canterbury.*

The cause was tried here, at February term, 1823, upon the general issue, and a verdict returned for the plaintiffs, subject to the opinion of the court upon the following facts.

The notice, which *Meredith* gave to *Canterbury*, that the pauper had become chargeable, was directed to the sheriff of the county of Rockingham, or his deputy, and required them "to notify the selectmen and town clerk of the town of *Canterbury*," that the pauper had become chargeable, and that a certain sum had been expended for her relief. This was signed by the selectmen of *Meredith*, and was served by leaving a copy thereof with each of the selectmen, and with the town clerk of *Canterbury.*

Sullivan, for the plaintiffs.

Mason, for the defendants.

RICHARDSON, C. J. The statute of June 27, 1809, sec. 2, (1 *N. H. Laws* 360,) provides, "That in all cases, notice in writing, signed by a majority of the selectmen, or overseers, and stating the sum expended by them for the relief of such poor person, shall be given in the manner hereinafter mentioned, to the town, place, or person

“chargeable, &c., within ninety days from the time the first relief shall have been so afforded ; and such notice shall be served *on the town*, that may be chargeable, by the sheriff, &c., by leaving an attested copy of such notice, with his return thereon, with at least one of the selectmen or overseers of the poor, and with the clerk of such town or place.”

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It is objected, that the notice in this case, instead of being directed to the town, and served upon the selectmen and town clerk, as required by the statute, is directed to the sheriff, commanding him to notify, not the town, but the selectmen and town clerk of *Canterbury* ; and the question is, whether this is a sufficient compliance with the requisitions of the statute ? As there is no obligation, which, independent of the statute, binds one town more than another to maintain a particular pauper, it has always been held, that, in order to charge a town, the statute must be strictly pursued. And for the same reason, we ought, in giving a construction to the statute, to follow its plain letter, and to understand it in its most obvious sense and meaning. The statute requires, that “ *notice in writing shall be given to the town,*” and “ *that such notice shall be served upon the town.*” But the selectmen and town clerk are not the town ; and notice to them is not notice to the town. The statute declares, that the notice shall be served upon *the town*, by a copy left with one of the selectmen, and the town clerk : a copy of what ? a copy of the notice in writing, which the statute declares shall be given to the town. The statute of February 8th, 1791, sec. 19, provides, that writs shall be served upon corporations, by an attested copy, left with the clerk of the corporation. But it has never been imagined, that, when a corporation was to be sued, the writ itself was to run against its clerk. And we entertain no doubt, that, when notice is to be given to a town, that one of its inhabitants has become chargeable, the notice must be directed to the town, and be served in the manner the statute prescribes. It is not a little singular, that, where the language of a statute is plain and clear, giving explicit directions how to proceed, an attempt should be made in any case to be wiser than the

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law ; and our wonder is not a little increased, when we meet with such attempts in relation to the statutes concerning paupers, which all courts have felt themselves bound to construe strictly. It is our business to expound, and not to make the law ; and as the notice, in this case, does not conform to the requisitions of the statute, it is our duty to pronounce it void.

The verdict must, therefore, be set aside, and a nonsuit entered.

Plaintiff nonsuit.

JACOB M. CURRIER vs. PETER HODGDON, jr.

H. gave to *G.* a note, payable in specific articles. *G.* sold the note to *C.*, to whom *H.* promised to pay the contents, when it should become payable.—It was held, that *C.* might maintain an action on the said promise.

ASSUMPSIT. The plaintiff alleged, in his declaration, that the defendant gave to *O. Gove* a promise in writing, as follows : “ For value received, I promise to pay *O. Gove* or his order, \$30 worth of neat stock, within six months. May 20, 1822 ;” that *Gove*, for a valuable consideration, ordered the contents to be paid to the plaintiff ; and, before the day of payment, notice of the transfer was given to the defendant, who promised to deliver the stock to the plaintiff at the time specified in the original contract.

The cause was tried here at February term, 1824, upon the general issue ; when it was admitted, that the defendant, for a valuable consideration, made the promise to *Gove*, as alleged ; and it appeared, that the interest in the said promise had been assigned, for a valuable consideration, by *Gove*, to the plaintiff, and that before the day of payment, *Gove* and the plaintiff informed the defendant of the said assignment, and shewed him the same on the back of the original contract ; and that the defendant thereupon promised the plaintiff to pay the same stock to the plaintiff, according to the tenor of said note.