

Ves. 312; *Little v. Thomson*, 2 Beav. 129; Bac. Abr., Priv. B., 2; 1 Tidd Pr. (3d Am. ed) 196-198; *Regina v. Onslow*, 12 Cox C. C. 358; *Regina v. Skipworth*, 12 Cox C. C. 371; *Tenney's Case*, 23 N. H. 162; *Sturoc's Case*, 48 N. H. 428; *May v. Shumway*, 16 Gray 86; *Thompson's Case*, 122 Mass. 428; *In re Healey*, 53 Vt. 694; *Smith v. Jones*, 76 Me. 138.

Exceptions overruled.

SMITH, J., did not sit; the others concurred.

COÖS.

LANCASTER STARCH CO. v. MOORE.

Under the General Statutes, a stockholder who has paid his corporation the full amount of his shares is not liable on assessments made for other purposes than the payment of debts.

ASSUMPSIT, by a corporation against one of its stockholders, for the amount of two assessments, made in 1869 and 1875. Facts found by a referee.

Ray, Drew & Jordan, for the plaintiffs.

W. & H. Heywood and Ladd & Fletcher, for the defendant.

DOE, C. J. The plaintiffs' capital stock was divided into shares of \$100 each (Laws 1866, c. 4344, s. 2), and the defendant had paid that sum on each of his shares. As these assessments were made for the general purpose of building a mill and carrying on business, as well as for paying debts, they are illegal in part; and as that part is indeterminate, the assessments are unauthorized, and the defendant is entitled to judgment.

Case discharged.

STANLEY and CARPENTER, JJ., did not sit: the others concurred.

WISWALL v. HARRIMAN.

When a creditor has received, in payment, several notes held by his debtor against third persons, and one of them, which was and is unsecured and worthless, was represented by the debtor and believed by both parties to be secured by mortgage, the creditor may rescind his acceptance of it on the ground of mistake, retain the other notes, and receive the balance of the debt, returning the worthless note at the trial, or delivering it to the clerk for the defendant.

62b 671
66 139

62b 671
67 342

62b 671
69 589

62 671
Case 2

70 265
70 267

62 691
Case 2

71 474

62 671
Case 2

74 432