

[Merrimack, June, 1883.]

PHOENIX MUTUAL LIFE INS. CO. v. CLARK.

E. D. Rand and *S. G. Lane*, for the plaintiffs.

C. R. Morrison, for the defendant.

DEBT, on a bond. The referee reported the amount legally due, the amount equitably due, and all facts proved before him bearing on the questions of legal and equitable indebtedness, as directed in 59 N. H. 561, 562. Both parties moved for judgment, the plaintiffs for the penal sum of the bond, and the defendant, because on the facts reported nothing was legally or equitably due on the bond. The plaintiffs' motion was granted.

ALLEN and CLARK, JJ., did not sit: the others concurred.

[Merrimack, June, 1883.]

FITCH v. NUTE & a.

Gould & Martin, for the plaintiff.

Leach & Stevens, for the defendants.

ASSUMPSIT. The objection to the maintenance of the action was, that it was brought in the name of the wrong party. Without deciding the question raised, it was held that the writ might, if necessary, be amended at the trial term, and without terms.

Case discharged.

ALLEN, J., did not sit: the others concurred.

[Hillsborough, June, 1883.]

CLOUGH & a. v. CURTIS.

Reported 62 N. H. 409. Facts found by the court. The creditors' motion to dismiss was granted, and the plaintiffs excepted.

C. R. Morrison and *J. H. Andrews*, for the plaintiffs.

Copeland & Dodge, for subsequent attaching creditors.

62b 700
68 46
68 489

62 700
Case 2
71 576