

STATE v. DEMERRITT.

An indictment against the clerk of a school-district for not recording the warrant for an annual meeting of the district and not discharging other duties of his office with respect to such meeting, must show that a warrant for the meeting was issued and given to him as required by the statute.

INDICTMENT, under Gen. Laws, c. 262, s. 13, charging the defendant with wilfully neglecting the duty of his office as clerk of school-district number one in Errol, in not recording the warrant for the annual meeting of the district, March 29, 1883, in not attending that meeting and keeping a true and attested record of its doings, &c. The defendant demurred.

J. H. Dudley, Solicitor, for the state.

Drew & Jordan, for the defendant.

CLARK, J. The indictment does not allege that a warrant was issued by the prudential committee for the annual meeting, or given to the clerk to be recorded (G. L., c. 87, s. 5), nor does it in any way allege that the meeting was legally called or duly held. *State v. Marshall*, 45 N. H. 281. The clerk had no official duty to perform in connection with the meeting, unless it was a lawful one. Bish. St. Cr., ss. 832, 833.

Demurrer sustained.

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

 HILLIARD v. BOTHELL & Tr.

A loan by the plaintiff of his own check, which the borrower uses as money, is like the loan of money. It is not necessary that the check should be paid by him before commencing a suit to recover the amount of it from the borrower.

ASSUMPSIT. Facts found by a referee. September 13, 1884, the plaintiff loaned the defendant his check on the Littleton National Bank for \$235, upon the agreement that the defendant should, on the following Wednesday, deposit in said bank the amount of the check to the plaintiff's credit; and on September 30 loaned him another check of the same description for \$225, with a like agreement. The defendant did not deposit the amount of the checks according to his promise, and when they were presented for