

Hillsborough, }
June, 1896. }

GAGE & a. v. DECOURCEY & a.

A creditor is bound by his mutual agreement with other creditors for the discharge of their respective claims upon the payment of less than the sums due, although other claims against the debtor have been paid in full with knowledge of all the creditors.

ASSUMPSIT, for the balance of an account remaining after the payment of fifty per cent in compliance with an agreement entered into by the plaintiffs with the defendants and mutually with the defendants' other creditors, by which the creditors agreed to accept fifty per cent in discharge of their respective claims. Facts found by the court. Before signing the agreement, the plaintiffs insisted upon payment in full for three orders of goods recently purchased by the defendants, on the ground that the goods were obtained with a view to failure. Similar payments were made to others. All the creditors knew of these payments. The court ordered a verdict for the defendants, and the plaintiffs excepted.

Alpheus C. Osgood, for the plaintiffs.

David A. Taggart, for the defendants.

PIKE, J. The plaintiffs were bound by their contract. The agreement of the other creditors to accept fifty per cent of their claims was a sufficient consideration for the plaintiffs' like agreement. *Trumbull v. Tilton*, 21 N. H. 128, 143; *Allen v. Cheever*, 61 N. H. 32. The prior payments in full were made with the knowledge of all the creditors; and the general finding for the defendants shows that they were not made in fraud of the agreement.

Exception overruled.

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