moneys advanced by him to obtain the return of the bonds to the company."

We fully agree with what is said by the master, and do not deem it essential to add anything further on that point.

As regards the decree of October 8, 1883, we think it sufficient to say that the corrections made by it, as regards the calculations of interest on the bonds, in the original decree were correct and proper, and were warranted by the law. The original decree had allowed interest on some of the bonds owned and held as collateral security from the date of their issue. The amendatory decree simply allowed such interest to be calculated from the date when the bonds were actually delivered to the owners and holders of them. Such correction was eminently legal and just.

The decree of the court below is affirmed.

NELSON *et al. v.* GREEN. NELSON *v.* GREEN. Appeals from the Circuit Court of the United States for the Western District of Michigan. Nos. 947 and 1027 of October term, 1888.

These cases were heard with *Richardson* v. *Green* on the motions to dismiss at the last term of court, and are reported with it in 130 U. S. 104. After the announcement of the judgment on the motions on the 13th of March, 1889, *Mr. William A. McKenney,* on behalf of Nelson, on the 22d of April, 1889, moved to have four hundred and fifty dollars refunded, which Nelson had been obliged to deposit with the clerk. After announcing the foregoing opinion and judgment,

MR. JUSTICE LAMAR delivered the opinion of the court on this motion.

In connection with this case a motion has been made by Thomas M. Nelson, one of the intervening petitioners in the suit, whose appeals were dismissed at the last term of the court, to have refunded to him the sum of $450 deposited with the clerk under the order of this court of January 14, 1889, requiring such deposit to be made in order that his counsel might have two printed copies of the record.

Statement of the Case.

This motion is based upon the following grounds:

(1) That the petitioner was not one of the principal litigants in the appeals, but was simply an intervening judgment creditor, having no interest in the matter of the controversy between the bondholders and the trustees;

(2) That his demand is quite small when compared with the amount involved in the controversy between the principal litigants; and

(3) That he was not a necessary party to the determination of the questions involved in the controversy between the main parties to the litigation, but simply intervened as the only manner in which he could protect his rights under his judgment against the company for work and labor performed for it in the construction of the road.

The motion is granted to the extent of $200.

MASON *v.* PEWABIC MINING COMPANY.

PEWABIC MINING COMPANY *v.* MASON.

APPEALS FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MICHIGAN.

Nos. 168, 240. Argued December 17, 18, 1889. — Decided January 13, 1890.

On the dissolution of a corporation at the expiration of the term of its corporate existence, each stockholder has the right, as a general rule, and in the absence of a special agreement to the contrary, to have the partnership property converted into money, whether such a sale be necessary for the payment of debts, or not.

Directors of a corporation, conducting its business and receiving moneys belonging to it after the expiration of the term for which it was incorporated, will be held to an account on the dissolution and the final liquidation of the affairs of the corporation in a court of equity.

IN EQUITY. The court, in its opinion, stated the case as follows:

These are an appeal and a cross-appeal from a decree of the Circuit Court of the United States for the Western District of