

Grafton
No. 6168

SUTTON MUTUAL FIRE INSURANCE CO.

v.

RAY-JON, INC., RAYMOND JOHNSON AND
ANNA WEXLER

April 30, 1973

Stanley, Tardiff & Shapiro (R. Peter Shapiro orally) for the plaintiff.

Shaw & Eldredge for the defendants filed no brief.

PER CURIAM. This case was consolidated and tried in the superior court with another case involving the defendant Raymond Johnson and the Liberty Mutual Insurance Company. The defendant Johnson was the appellant in the *Liberty Mutual* case and his exceptions were argued and decided adversely to him prior to argument of this case. *Johnson v. Liberty Mut. Ins. Co.*, 113 N.H. 8, 300 A.2d 57 (1973).

In the present declaratory judgment action, the Trial Court (*Keller, C. J.*) made certain findings and decreed that Sutton Mutual Insurance Company was not required to defend the action brought against defendant Johnson by defendant Wexler for alleged injuries sustained in an accident at the Maplewood Hotel Casino in Bethlehem. This is the same accident for which defendants sought to obtain coverage from Liberty Mutual and which was determined adversely to them in *Johnson v. Liberty Mutual Insurance Company supra*.

Defendants have neither briefed nor argued their exceptions which were reserved and transferred by *Keller, C.J.* The facts set forth in the *Liberty Mutual* case detail the coverage claims against Sutton Mutual and, as in that case, the

findings of the trial court are supported by the evidence and the decree must be sustained. *Johnson v. Liberty Mut. Ins. Co. supra.*

Defendants' exceptions overruled.

Coos
No. 6311

JOHN D. ROBERTS, SR. V. RICHARD & SONS, INC.

April 30, 1973



David B. Shepatin, by brief and orally, for the plaintiff.

Bergeron & Hanson (Mr. Arnold P. Hanson orally) for the defendant.

GRIFFITH, J. Plaintiff brought suit with a count in assumpsit for breach of contract and a count in negligence both seeking damages for the cost of remedying certain alleged defects in a garage and showroom erected by the