

[REDACTED]

tiff's license pending administrative hearing and judicial review.

*Remanded; certificate to issue October 10, 1973;  
administrative hearing to be held  
within ten days thereafter.*

GRIMES, J., dissented; the others concurred.

GRIMES, J. dissenting: In my view a contrary result is dictated by the decisions of the Supreme Court of the United States cited in the court's opinion.

[REDACTED]

Rockingham  
No. 6352

FRANKLIN WILSON AND WALTER BAMFORD  
d.b.a. B & W SAND & GRAVEL CO.

v.

JAMES LEGRICE

September 28, 1973

[REDACTED]

*Sayer & Giordano*, for the plaintiffs, filed no brief.

*James LeGrice*, defendant, by brief, pro se.

PER CURIAM. This is an action on the case to recover the balance claimed due for labor and materials furnished under an oral contract between the parties. A trial by the court resulted in a verdict for the plaintiffs for \$600. The defendant's exceptions were reserved and transferred by *Keller*, C.J.

[REDACTED]

The plaintiff Wilson testified that he agreed to install two separate septic tank systems with leach fields and fills for the service of the defendant's apartments, at a price of \$2400, and that he fulfilled this contract. It is undisputed that he has been paid \$1800. The defendant claimed that the plaintiffs also agreed to make connections between the apartments and the tanks. This the plaintiffs denied.

The contradictions between the parties, who were the only witnesses, were severe, but as we have repeatedly held, such conflicts were for the trial court to resolve. *Clover &c. Co. v. Smith Co.*, 96 N.H. 491, 79 A.2d 8 (1951); *Streeter v. New England Box Co.*, 106 N.H. 146, 148, 207 A.2d 423, 424 (1965). An examination of the entire record discloses no errors and that the evidence supports the verdict.

*Judgment on the verdict.*

All concurred.

[REDACTED]

Original  
No. 6432

BRUCE ANTHONY

v.

NATIONAL GRANGE MUTUAL INSURANCE COMPANY

September 28, 1973

[REDACTED]