

Merrimack  
No. 7822

RICHARD E. CLARK & a.

v.

LAKE SHORE FARM, INC. & a.

November 16, 1977

*Orr & Reno* and *John W. Barto*, of Concord (*Mr. Barto* orally), for the plaintiff.

*Victor H. Dahar*, of Manchester, by brief and orally, for the defendant.

MEMORANDUM OPINION

A Master (*Robert A. Carignan, Esq.*) found that defendant agreed to pay plaintiff ten percent of the cost of materials in addition to a wage of \$5 per hour for work on a building. A verdict was rendered on the master's report for an agreed amount of \$2,250 and defendant's exceptions were transferred by *Perkins, J.* There was evidence to support the finding made by the master and, therefore, the finding must stand. *Ciborowski v. Robinson*, 116 N.H. 723, 366 A.2d 493 (1976).

*Exceptions overruled.*

LAMPRON, J., did not participate in the decision of this case; Superior Court Justices FLYNN and CANN sat by special assignment pursuant to RSA 490:3.