

In the case at hand plaintiff offered to prove that defendant failed to decrease his speed and drove through the small sports car in which plaintiff was a passenger. Defendant was arrested for DWI, second offense, and thus joined the ranks of 8,503 other persons arrested for drinking and driving offenses in 1977. The defendant's blood alcohol content of .23 meant that if he was of average weight (160 pounds) he had consumed at least 10 drinks prior to driving.

Statistics, criminal law and public policy all agree that driving while intoxicated should be discouraged. If in the future we refuse to permit enhanced damages in cases like the one at bar, we will act contrary to the case law in this jurisdiction and, in my opinion, against public policy.

Hillsborough
No. 79-418

CAMERON K. WEHRINGER

v.

MARY S. BULLEN

June 18, 1980

Cameron K. Wehringer, by brief, pro se.

Hatfield & Henderson, of Hillsborough, by brief for the defendant.

MEMORANDUM OPINION

Plaintiff sought specific performance of a contract to purchase land from the defendant. The Trial Court (*Goode, J.*) found that the

[REDACTED]

contract price of \$30 per acre for land worth \$200 per acre was "so grossly inadequate as to shock the conscience of the court," that the defendant was recently widowed and emotionally weakened at the time of the contract and that she was without legal advice. It was also found that the plaintiff, an attorney, had entered into a very personal relationship with the defendant and had performed legal service for her without charge.

The court denied specific performance, relying upon *Gregoire v. Paradis*, 100 N.H. 21, 117 A.2d 328 (1955) for the proposition that specific performance is a discretionary remedy, depending upon the facts of each case, and is not to be decreed as a matter of right. Because the evidence supports the trial court's findings, they will not be disturbed. *Laconia Clinic, Inc. v. Cullen*, 119 N.H. 804, 408 A.2d 412 (1979). The discretionary denial of specific performance was proper. *Gulf Oil Co. v. Rybicki*, 102 N.H. 51, 149 A.2d 877 (1959); see *American Home Improvement Co. v. MacIver*, 105 N.H. 435, 201 A.2d 886 (1964).

Affirmed.

[REDACTED]

Hillsborough
No. 79-455

JOYCE GELINAS DAWE

v.

AMERICAN UNIVERSAL INSURANCE COMPANY

June 18, 1980

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]