

[REDACTED]

Mills; an assault by him would, in itself, be no defense to the crimes with which the defendants were charged.

■ ■ The New Hampshire Constitution, pt. 1, art. 15, and the Sixth Amendment to the Constitution of the United States do not, as the defendants claim, give them an absolute right to introduce testimony which is not relevant to the issues being tried. *See State v. Taylor*, 118 N.H. 859, 861, 395 A.2d 1239, 1240 (1978); *United States v. Barker*, 553 F.2d 1013, 1020 (6th Cir. 1977); *cf. Washington v. Texas*, 388 U.S. 14, 23 (1967) (constitutional violation when the defendant was not permitted to call witness whose testimony would have been relevant and material to the defense). After reviewing the record in this case, we hold that, in the absence of any offer of proof that the testimony of Stephen Mills would be relevant to any theory of defense, it was not reversible error to exclude it.

Exceptions overruled; affirmed.

[REDACTED]

Hillsborough
No. 81-087

PETER J. FLOOD & a.

v.

HENRY E. CARON & a.

January 20, 1982

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

defendants refused the security offered by the plaintiffs, and therefore, the plaintiffs brought the dispute to arbitration.

After a hearing, the arbitrators unanimously found that additional security was required under the agreement, but that "the proposed fourth mortgage on the Hammer Building would be adequate additional security." At the request of the defendants, the arbitrators again considered the dispute and unanimously reaffirmed their prior decision, stating that they construed the agreement "as not limiting additional security to a second mortgage."

After the defendants refused to comply, the plaintiffs petitioned the superior court for confirmation of the arbitrators' decree. The trial court found that the parties had agreed to a general unrestricted submission of their dispute to arbitration and that the arbitrators were the judges of both the facts and the law. Concluding that the arbitrators had not exceeded their authority, the trial court affirmed the decree. The defendants appealed to this court.

The defendants claim that the decision of the arbitrators is not conclusive and that it should be set aside because of mistake and because the arbitrators exceeded their authority. The defendants rely on *N.H. Ins. Co. v. Bell*, 121 N.H. 127, 427 A.2d 27 (1981) and RSA 542:8.

■ RSA 542:8 authorizes the superior court to modify or correct an award for plain mistake and to vacate the award if the arbitrators exceeded their authority. In *Bell*, this court stated that the definition of plain mistake includes mistakes of law and mistakes of fact. *N.H. Ins. Co. v. Bell*, 121 N.H. at 129, 427 A.2d at 28. In *Bell*, the arbitrators had allowed the stacking of uninsured motorist benefits contained in a single policy that provided insurance for more than one automobile. *Id.* at 128, 427 A.2d at 28. Although the award was made prior to our decision in *Grimes v. Concord Gen'l Mut. Ins. Co.*, 120 N.H. 718, 723-24, 422 A.2d 1312, 1315-16 (1980), in which we held that stacking was not permitted, the relevant language of the policies in the two cases was identical, and we concluded that the arbitrators in *Bell* would not have made the award "had they known what the law was." *N.H. Ins. Co. v. Bell*, 120 N.H. at 129, 427 A.2d at 28 (citation omitted).

■ In the instant case, the arbitrators heard the parties, considered the evidence and concluded that the parties' agreement intended to guarantee adequate security, but that the required security was not limited to a second mortgage. The arbitrators concluded that the fourth mortgage gave adequate additional security. We cannot say that the finding was error. No case has

been decided which construes the exact language of such an agreement so as to establish, as in *Bell*, that the decision was "clearly wrong" or was the result of "plain mistake."

Furthermore, we cannot conclude that the arbitrators exceeded their power. The interpretation of their power under an agreement is a task for the arbitrators in the first instance, and "courts should not be too hasty to find [the arbitrators'] interpretation in error." *Pelletier v. Auclair Transp. Co.*, 109 N.H. 302, 304, 250 A.2d 834, 836 (1969). We cannot say that the submission to arbitration in this case was not a general one, as found by the trial court, allowing the arbitrators to exercise "broad powers both as to law and fact . . . [and permitting] the arbitrators to decide upon 'principles of equity and good conscience.'" *Id.* at 304, 250 A.2d at 831 (citation omitted).

Affirmed.

Hillsborough
No. 80-340

THE STATE OF NEW HAMPSHIRE

v.

EDWIN N. THRESHER

February 12, 1982