

DOE, C. J. The plaintiff does not attempt to sustain any of his exceptions; and we see no cause for a new trial.

*Judgment for the defendants.*

BINGHAM, SMITH, and CLARK, JJ., did not sit: the others concurred.

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[Carroll, June, 1879.]

PALMER & a. v. DREW.

*Pease and Copeland*, for the plaintiffs.

*Hobbs*, for the defendant.

DOE, C. J. The case having been referred with an agreement that the award should be final, the defendant is not entitled to a jury trial.

No exceptions were taken at the trial, and no cause appears for granting the defendant's motion to reject the report.

*Judgment for the plaintiffs.*

SMITH J., did not sit: the others concurred.

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[Merrimack, June, 1879.]

NATIONAL STATE CAPITAL BANK v. CONCORD.

*Sargent & Chase*, for the plaintiffs.

*C. P. Sanborn*, for the defendants.

The facts in this case were the same as appear in *First National Bank v. Concord*, ante 75, and the decision was the same.

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[Merrimack, December, 1879.]

DAVIS v. WEBSTER.

*Albin*, for the plaintiff.

*Barnard*, for the defendant.

STANLEY, J. No question of law is raised in this case. The plaintiff was entitled to recover, if there was a special contract, the contract price, and, if there was no contract, the fair value of his services. The existence of the contract and the value of the services were questions of fact. Upon one or the other of these grounds the referee has found for the plaintiff, and no ground appears for disturbing the finding.

*Exception overruled.*

ALLEN, J., did not sit: the others concurred.

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[Hillsborough, June, 1879.]

STEARNS *v.* WALLACE.

*W. W. Bailey*, for the plaintiff.

*Wadleigh & Wallace*, for the defendant.

No briefs furnished.

DOE, C. J. There is nothing in the case to take it out of the general rule that an infant is responsible for his torts. *Fitts v. Hall*, 9 N. H. 441; *School District v. Bragdon*, 23 N. H. 507, 516; *Beckley v. Newcomb*, 24 N. H. 359; *Woodman v. Hubbard*, 25 N. H. 67, 73; *Prescott v. Norris*, 32 N. H. 101; *Eaton v. Hill*, 50 N. H. 235; Cooley Torts 103.

*Exception overruled.*

BINGHAM, J., did not sit: the others concurred.

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[Sullivan, June, 1879.]

EDES *v.* SCRIBNER & a.

BILL IN EQUITY, for an injunction. Case agreed. The facts are the same as those reported in *Dow v. Edes*, 58 N. H. 193, the defendant Scribner being one of the defendants in that case.

*Edes & Newton*, for the plaintiff.

*Barton*, for Scribner.

FOSTER, J. This case is controlled by the decision in *Dow v. Edes*, 58 N. H. 193, and by the agreed case there must be

*Judgment for the defendant for costs.*

DOE, C. J., did not sit: the others concurred.