

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.