

[Coös, December, 1879.]

ADAMS *v.* HOWE.

Upon questions of fact the finding of a referee is conclusive.

ASSUMPSIT, for a breach of warranty. The referee to whom the case was submitted found that the defendant sold the plaintiff a horse, and warranted it to be sound; that the horse was unsound; and that the plaintiff was entitled to recover fifty dollars damages. The court ordered judgment on the report for the plaintiff, and the defendant excepted.

*Whidden*, for the defendant.

*Benton & Hutchins*, for the plaintiff.

BINGHAM, J. Upon questions of fact the finding of a referee is conclusive.

*Exceptions overruled.*

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

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[Coös, June, 1879.]

TWITCHELL & *a.* *v.* UPPER CONNECTICUT RIVER & LAKE IMPROVEMENT CO.

PETITION, for a reduction of tolls, which by the defendants' charter (Laws, 1863, *c.* 2805) are to be established, and altered from time to time by this court as justice may require. By agreement a referee was appointed, and judgment was rendered on his report.

*Shurtleff, Ladd, and Carpenter*, for the plaintiffs.

*Aldrich & Parsons*, for the defendants.