

[Strafford, December, 1880.]

KNIGHT *v.* EPSOM.

*Copeland & Edgerly*, for the plaintiff.

*Hall, T. J. Smith*, and *Mugridge*, for the defendants.

FOSTER, J. It is settled by the decisions in *Rowell v. Railroad*, 59 N. H. 35, and *Paine v. Railway*, 59 N. H. 215, that there is a right of review in this case.

*Case discharged.*

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

[Carroll, December, 1880.]

THORNE & *a. v.* DEMERITT.

THORNE, WATSON & *a. v.* DEMERITT.

REPLEVIN, for leather. Facts found by a referee.

*Banfield* and *Wheeler*, for the plaintiffs.

*Fox, B. C. Carter*, and *Hibbard*, for the defendant.

DOE, C. J. There is no error of law in the referee's finding that Wolfeborough was the place of destination, and that no one was authorized by the purchaser of the leather to hold or stop it in Boston, or to dispose of it there in any other way than by forwarding it directly to its place of destination. In the first case, the plaintiffs prevail. *Inslee v. Lane*, 57 N. H. 454; *Benj. Sales*, s. 846. In the second case, the leather had come into the buyer's possession; fraud is not a fact found by the referee; and the action cannot be maintained.

*Case discharged.*

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

[Merrimack, December, 1880.]

BATCHELDER & *a. v.* HIBBARD.

*J. Y. Mugridge*, for the plaintiffs.

*Sanborn & Clark*, for the defendant.