

DOE, C. J. As we understand the facts, Mrs. Davis signed the note as surety for her husband, to secure the payment of a debt due to the plaintiffs from him as principal, and the contract is not binding on her. Laws 1876, c. 32.

*Case discharged.*

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

[Carroll, December, 1882.]

WARDWELL & a. v. TAMWORTH.

PETITION for a highway in the defendant town.

BLODGETT, J. The petition was referred to the county commissioners, who reported in favor of the petitioners. The defendants moved to reject the report; but the court denied the motion, and the defendants excepted.

*Exceptions overruled.*

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

*D. H. Hill* and *E. A. Hibbard*, for the petitioners.

*S. D. Quarles*, for the defendants.

[Hillsborough, December, 1882.]

PATTERSON, *Guard.*, v. HALL.

BILL IN EQUITY, to set aside a deed, and for an account of rents and profits of certain real estate, alleging that the deed was obtained by fraud. A referee found that the deed was not obtained by fraud.

*Judgment for the defendant.*

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

*Sulloway, Topliff & O'Connor* and *J. P. Bartlett*, for the plaintiff.

*Briggs & Huse* and *J. C. Bickford*, for the defendant.