

[Strafford, June, 1886.]

NUTTER v. VARNEY.

IN TROVER, for a quantity of hay and corn-stalks, it appearing by the report of a referee that the property was in the plaintiff, and that the defendant had no lien or other right to retain the possession, judgment was ordered for the plaintiff.

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

Worcester & Gafney, for the plaintiff.

Fremont Goodwin, for the defendant.

[Strafford, June, 1886.]

FELKER & a. v. RICHARDSON & a.

BILL IN EQUITY, to compel the defendants to execute a contract, the original being lost.

CARPENTER, J. No question of law is presented by the case.

Decree for the plaintiffs.

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

J. G. Hall, for the plaintiffs.

Worcester & Gafney, for the defendants.

[Strafford, June, 1886.]

SANBORN v. WARD & Trs. and SAYWARD & a., claimants.

FOREIGN ATTACHMENT. The trustees are the Norway Plains Co. and Sayward & Co. The writ was served May 25, 1885. Before that time the defendant, who was employed by the Norway Plains Co., assigned to Sayward & Co. his wages then due and which might become due prior to March 1, 1886. Since the service of the writ the Norway Plains Co. have paid to Sayward & Co. under the assignment \$317.38, and hold in their hands subject to it the sum of \$56.50. At the time of the service the defendant owed \$87.44 to Sayward & Co., who have since furnished him with