

[Strafford, December, 1893.]

CHASE & a. v. CORSON.

ASSUMPSIT, for money paid for repairs of a steam boiler which the plaintiffs bought of the defendant. Subject to exception, the plaintiffs were permitted to amend by filing a count for a breach of the defendant's warranty of the boiler. A former owner of the boiler, called by the defendant, testified to its condition, quality, and value when the plaintiffs bought it, to its cost when new, and to the number of years it had been run. On cross-examination he was allowed to testify, subject to the defendant's exception, that he paid \$175 for the boiler and some other articles. The exceptions were overruled.

WALLACE, J., did not sit.

Worcester, Gafney & Snow, for the plaintiffs.

George E. Cochrane, for the defendant.

[Carroll, December, 1893.]

KING v. THE STATE.

MARTIN v. THE STATE.

*Per Curiam.** The facts are substantially the same as in *Sylvester v. State*, 65 N. H. 193;—see, also, *Philpot v. State*, 65 N. H. 250, and *Leonard v. State*, 65 N. H. 671.

Petitions denied.

All concurred.

Fred B. Osgood, for the plaintiffs.

Solicitor and James W. Remick, for the state.

[Carroll, December, 1893.]

HAYDOCK v. SALVAGE.

WRIT OF ENTRY, upon a mortgage. Trial by the court and finding for the plaintiff. Exceptions by the defendant.

* See foot-note on page 80.

John C. L. Wood, for the plaintiff.

Josiah H. Hobbs, for the defendant.

BLODGETT, J. The objection in the defendant's brief to want of evidence of the mortgagor's title not having been taken at the trial, when it might have been obviated by proof, comes too late, and cannot now be considered. *Baldwin v. Wentworth*, ante, p. 408. As to the numerous other exceptions taken at the trial, nothing can be profitably said except that they are groundless.

Exceptions overruled.

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