

Hillsborough, }
 June, 1900. }

COLBY v. CAMPBELL.

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REPLEVIN, for certain articles of personal property. Trial by the court. December 17, 1897, when the defendant and his son were boarding with the plaintiff, the defendant conveyed to her a pair of horses as security for all money he was then owing or might at any time thereafter owe her. The property replevied subsequently came into the plaintiff's possession, and she claimed to hold it by virtue of a lien, under the provisions of section 1, chapter 141, of the Public Statutes, for the board of the defendant and his son. There was due her on the date of the writ \$90 on this account, but the horses conveyed to her as security for the board were of sufficient value to pay that claim. The court found a verdict for the defendant, and the plaintiff excepted.

Osgood & Osgood, for the plaintiff.

David W. Perkins, for the defendant.

WALLACE, J. If the taking of security was intended as a waiver of the lien, the verdict must stand. Whether the acts of the parties and the other evidence established a waiver was a question of fact to be decided at the trial term (*Pickett v. Bullock*, 52 N. H. 354; *Fuller v. Brown*, 67 N. H. 188; *Estes v. Insurance Co.*, 67 N. H. 462), and the case presents no question of law.

Exception overruled.

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

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FOURNIER v. COLUMBIAN MANUFACTURING CO.

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CASE, by the plaintiff, whose right hand was injured by the gears of a spinning-frame in the defendants' cotton mill. The plaintiff was a doffer in the defendants' employ. It was her duty to clean or wipe the gears on the spinning-frames at the cleaning hour, which was from 3.30 to 4.30 o'clock on every Saturday afternoon. For this purpose the frames were stopped by throw-