

in the same case upon a subsequent transfer. *Kidd v. Trust Co.*, 75 N. H. 154, 158." No additional reasons are now presented for a reconsideration of the federal question suggested, or for a modification of the opinion given on the first transfer, as reported in 76 N. H. 388. Nor is there occasion for the court in the exercise of its discretion (*Hedding v. Gallagher*, 72 N. H. 377, 379) to again consider the federal question which is again raised by the defendant upon the same state of facts.

Exception overruled.

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

Rockingham, }
May 5, 1914. }

NELLIE F. BROWN v. HENRY E. RANDALL & a.

ASSUMPSIT, against Henry E. Randall, Eugene F. Hobson, and four others, to recover damages for breach of contract. Trial by jury and verdict for the plaintiff. Transferred from the April term 1912, of the superior court by *Pike, J.*, on the exception of each defendant to the denial of his motion for the direction of a verdict in his favor.

Eastman, Scammon & Gardner, for the plaintiff.

Joseph P. Carney and *Herbert N. Blake* (both of Vermont) and *Ernest L. Guptill*, for the defendants.

Per Curiam. There is no evidence that Eugene F. Hobson ever promised the plaintiff anything. It can be found that the other defendants promised her that if she would put her machinery into the proposed business her husband should manage it, that after she had performed her part of the agreement they assumed the management, and that in consequence of this she lost her machinery; in other words, it can be found that she lost her machinery in consequence of the defendants' breach of contract. As to Eugene F. Hobson, the exception is sustained and the verdict is set aside. As to the other defendants the order is,

Exception overruled.