

Strafford, }
 May 5, 1914. }

REBECCA M. POORE v. BOSTON & MAINE RAILROAD.

CASE, for personal injuries. Trial by jury and verdict for the defendants. Transferred from the September term, 1913, of the superior court by *Pike*, C. J.

Subject to exception, the defendants were permitted to cross-examine the plaintiff's husband as to whether he would make a claim against the defendants for loss of services and for money paid out for nursing and medical attendance if his wife recovered in this suit.

Pierce & Galloway, for the plaintiff.

George T. Hughes, Leslie P. Snow, and Robert Doe, for the defendants.

YOUNG, J. There is no special rule which excludes evidence like that admitted subject to exception; and as it was relevant to the issue of the witness' credibility, the exception to its admission raises no question of law. *Hoxie v. Walker*, 75 N. H. 308, 311, 312; *Kelland v. Company*, 75 N. H. 168, 170; *Curtice v. Dixon*, 74 N. H. 386, 397.

Exception overruled.

All concurred.

Merrimack, }
 May 5, 1914. }

CHARLES S. WENTWORTH & Co. v. EDGAR M. REED.

WRIT OF ENTRY, to foreclose a mortgage. The defendant pleaded *nul disseizin* with a brief statement of defence and filed a further answer in the nature of a bill in equity, joining Wentworth & Co. and Charles S. Wentworth, a non-resident, as defendants, and alleging in substance that the latter is the real owner of the mortgage and that as to him he has a valid defence to the action at law. An order for personal notice issued and was served on Wentworth outside the state, whereupon he appeared specially and moved that

as to him the bill be dismissed. The motion was allowed, and the defendant excepted. Transferred from the April term, 1913, of the superior court by *Plummer*, J.

Alvin F. Wentworth and Niles & Upton (Mr. *Upton* orally), for the plaintiffs.

Martin & Howe (Mr. *Howe* orally), for the defendant.

YOUNG, J. Although the court has not acquired jurisdiction of *Wentworth* so that any decree it may make will bind him personally, it has acquired jurisdiction of him in so far as the *locus* is concerned; in other words, the decree in this action will be *in personam* in so far as it relates to the defendant and *Wentworth & Co.*, but *in rem* in so far as *Wentworth* is concerned, unless he appears generally. In that case it will be *in personam* as to all the parties.

Exception sustained.

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

Hillsborough, }
Nov. 4, 1914. }

ELLEN L. McLANE, *Trustee*, v. GRACE CROSBY & a.

BILL IN EQUITY, by the trustee under the will of *Alma Barker*, for advice as to the distribution of the trust fund. Transferred without a ruling from the January term, 1914, of the superior court by *Pike*, C. J.

The first and second clauses of the will create a trust fund for the benefit of *Isaac N. Johnson*, son of the testatrix, and of his children if any should be born to him. The third clause directs that in the event of *Isaac's* decease without children surviving, the residue of the trust fund shall be distributed in equal portions to the brothers of the testatrix, or their lawful heirs. *Isaac* is dead. No children were ever born to him.

Taggart, Burroughs, Wyman & McLane (Mr. *McLane* orally), for the plaintiff.

George F. Jackson, for *John S. Carpenter*.