

*Per curiam.* The question presented was decided in *Wilder v. Concord*, 72 N. H. 259.

*Exception overruled.*

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Hillsborough, }  
Dec. 5, 1916. }

THE CREDITORS NATIONAL CLEARING HOUSE v. LAMOUREUX BROS.

ASSUMPSIT, on a special contract. Trial by the court and verdict for the defendants. The defendants contended that they were induced to sign the contract sued on by the plaintiffs' false representation and were permitted to show, subject to exception, that the plaintiffs made the same representations to others and made them for the same purpose. Transferred from the Manchester municipal court by *Perkins*, J.

*James A. Broderick*, for the plaintiffs.

*William W. Forbes*, for the defendants.

YOUNG, J. The fact, if it were the fact, that the plaintiffs made the same false representations they made to the defendants to others and made them for the same purpose would have a tendency to prove that they made them to defraud. *Hovey v. Grant*, 52 N. H. 569.

*Exception overruled.*

All concurred.

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Rockingham, }  
Feb. 6, 1917. }

ALBERT H. DRAKE v. CONTINENTAL INSURANCE CO. & a.

ASSUMPSIT. Transferred by *Young*, J., from the May term, 1916, of the superior court.

*Ernest L. Guptill*, for the plaintiff.

*Eastman, Scammon & Gardner*, for the defendants.

WALKER, J. This is an action of assumpsit upon certain policies of fire insurance. The parties submitted the question of the amount of the loss to arbitrators, who, after a hearing, made an award in writing. The court ruled that the plaintiff could not recover more than the amount of the award as damages, and he excepted. In the absence of briefs or arguments by any of the parties, no error is perceived. *Barsantee v. Hartford*, 73 N. H. 616. Justice seems to require that the order should be

*Exception overruled.*

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

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Coös, }  
Feb. 6, 1917. }

HELEN YOUNG v. THE GRAND TRUNK RAILWAY COMPANY.

CASE, for negligence. Trial by jury and verdict for the plaintiff. The plaintiff on entering the defendants' car as a passenger, at Portland, Maine, January 23, 1915, slipped and fell on the threshold of the door, and was injured. She claimed her fall was caused by an accumulation of snow or ice, which the defendants had negligently failed to remove. Other facts appear in the opinion. The defendants' motions for a nonsuit and a directed verdict were denied subject to exceptions. Transferred from the April term, 1916, of the superior court, by *Sawyer, J.*

*Burritt H. Hinman* and *Matthew J. Ryan* (*Mr. Hinman* orally), for the plaintiff.

*Drew, Shurtleff, Morris & Oakes* and *Rich & Marble* (*Mr. Morris* and *Mr. Marble* orally), for the defendants.

PLUMMER, J. The only question for consideration in this case is, whether there was any evidence from which the jury could find that the defendants were negligent in the care of the entrance to the car where the plaintiff slipped and fell, receiving the injury for which recompense is sought. On the day of the accident the plaintiff became a passenger on the defendants' vestibule train due to leave