

defendant told him to hold the board in this manner. If the jury so believed, they could reasonably conclude the plaintiff was not in fault for following the instructions given him. They could also find the defendant was in fault for giving such instructions.

Exceptions overruled.

All concurred.

Hillsborough, }
May 2, 1922. }

MERRIMACK COUNTY v. HILLSBOROUGH COUNTY.

Under P. S., c. 85, s. 9, as amended by Laws 1903, c. 67, s. 3, the county in which a county pauper has last resided for one year in the last five is chargeable for relief and not another county which had previously furnished him relief during a residence therein of less than three months.

PETITION, praying the court to revise the judgment of the county commissioners of Hillsborough county rejecting the claim of Merrimack county for relief furnished a pauper. The pauper moved to Merrimack county in 1914 and resided there until July, 1918, when she moved to Hillsborough county, where she resided until November of that year. She then moved to Cheshire county where she resided until January, 1919, when she came to Manchester to visit relatives. While there, she applied to the county for relief and was given two dollars. She left Manchester in a few days and went to Warner and applied to Merrimack county for relief, and was supported by that county until some time in December, 1919.

The court, *Allen, J.*, transferred the question of the liability of Hillsborough county for the support of the pauper without a ruling, from the September term, 1921, of the superior court.

Herbert W. Rainie, solicitor (by brief and orally), for the plaintiff.

George I. Haselton, solicitor, for the defendant.

YOUNG, J. Merrimack is the county in which the pauper had last resided for one year, in the last five, at the time she applied to it for relief; consequently it was chargeable with her support notwithstanding she had been aided by Hillsborough county within a year; for she had not resided in that county for three months at the time the relief was furnished. P. S., c. 85, s. 9, as amended by Laws 1903, c. 67, s. 3.

In other words, as Hillsborough county might have recovered from Merrimack county the money it gave the pauper, she had not been aided by that county within one year, within the meaning of that term as used in s. 9, when she applied to Merrimack county for relief.

Petition dismissed.

All concurred.

Hillsborough,)
May 2, 1922. }

F. D. COOK LUMBER Co. v. WALTER E. DEAN & Tr's.

A notice to quit given by the vendor of property to the tenant of his vendee who is indebted for a part of the purchase price does not establish that the vendee was not in possession of the property at the time the rent accrued, and in trustee process the tenant is chargeable for the accrued rent at the suit of the vendee's creditor as against the vendor, as claimant thereof.

ASSUMPSIT, for goods sold. There was no appearance by the defendant but one. Rice intervened as claimant of the funds in the hands of the trustees. The evidence tends to prove that Rice sold the defendant land in May, 1920, for \$6200, to be paid for in monthly payments of fifty dollars each, and in addition he was to pay interest on the purchase price, the taxes, insurance and water-rates.

The defendant took possession of the property at the time the trade was made and has since retained the possession, but has made no payments to Rice since October, 1920.

Soon after taking possession, the defendant rented the buildings on the premises to the trustees in this suit and they paid him the rent prior to July 20, 1921. The claimant notified the tenants on August 2, 1921, to quit the premises in thirty days from that date, and on August 18 they were summoned as trustees in this suit.

Transferred by *Branch, J.*, from the September term, 1921, of the superior court on the claimant's exception to a judgment charging the trustees.

Wason & Moran, for the plaintiff.

Walter E. Kittredge, for the claimant.