

Hillsborough, }  
Nov. 5, 1924. }

WAYNE W. CONSTANTINE v. JOSEPH L. GRENIER.

TRESPASS, *vi et armis*. In the cross-examination of the defendant, the plaintiff was permitted to inquire if the witness had been convicted of violating the liquor laws, and as to the sentence. The defendant's bill of exceptions was allowed in the superior court by Branch, J.

*John M. Stark, Peter J. King and Robert W. Upton*, for the plaintiff.

*Arthur B. Hayden*, for the defendant.

*Per Curiam*. "The extent to which an examination of this character should be carried is settled at the trial. *Gutterson v. Morse*, 58 N. H. 165." *Benoit v. Perkins*, 79 N. H. 11, 18. The authority relied upon by the defendant (*Genest v. Company*, 75 N. H. 365) is not in point. It relates to the introduction of independent impeaching evidence, and has no application to cross-examination of the witness whose integrity is called in question.

*Exception overruled.*

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Strafford, }  
Dec. 2, 1924. }

MORRIS SALGANIK v. UNITED STATES FIRE INSURANCE  
COMPANY.

ASSUMPSIT, to recover the loss under a fire insurance policy upon the goods and fixtures in the plaintiff's store. This case is between the same parties and relates to the same matter as the case reported in 80 N. H. 450.

Trial by the court and verdict for the plaintiff.

The defendant requested the following findings: That after the fire certain meat of from one thousand to twelve hundred pounds in weight, and sold to one Butler, was not in the store at the time of the fire as claimed by the plaintiff; and that the bills for the goods in the store at the time of the fire were not burned or lost, but were in the plaintiff's possession two weeks later.

These requests were denied by the court with the following findings: That "the evidence did not prove such findings. Some of the bills were burned or lost at the fire and some were saved. No fraud or attempt at fraud after the fire by the plaintiff on the defendant was proved."

The defendant excepted to the court's refusal to find as requested, and to the findings and the verdict.

Transferred by *Allen, J.*

*Hughes & Doe*, for the plaintiff.

*Henry D. Yeaton*, for the defendant.

PLUMMER, J. The only question raised by the defendant's exceptions is whether the refusal of the court to find as requested and the findings and verdict are warranted by the evidence.

A careful examination of the record leads to the conclusion that there was evidence which warranted the findings and rulings made by the court.

*Exceptions overruled.*

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