

“to get on your skin or flesh,” despite the misquotation of his direct testimony by plaintiff’s counsel upon redirect examination. It was not claimed that the plaintiff suffered from lead poisoning.

The foregoing testimony clearly furnished no basis for a finding that wetting the skin with ethyl gasoline is dangerous to human beings. We therefore conclude that there is “lacking in the plaintiff’s case the essential element of knowledge on the part of the defendant of the particular danger of which complaint is made, or of facts from which such knowledge might fairly be inferred.” *Leavitt v. Company, supra*, 444.

Since nonsuits were properly granted in both cases upon the ground above stated, it is unnecessary for us to pass upon the other questions presented by this record, (1) whether the evidence would sustain a finding that the draining of the gasoline from the tank of the truck was a foreseeable incident of its use as a motor fuel, and (2) whether the sign upon the pump constituted an adequate warning of possible dangers.

Exceptions overruled.

All concurred.

Coös, }
June 26, 1936. }

COLEBROOK WATER COMPANY *v.* CUSHMAN H. PARSONS & a.

[REDACTED]

[REDACTED]

[REDACTED]

Crawford D. Hening and Leon D. Ripley, for the plaintiff, furnished no brief.

Coulombe & Coulombe, for the defendants, furnished no brief.

Per Curiam. Where a written instrument contains a clause reciting the object or intention of the parties, such clause is obviously designed to prevail over contradictory or ambiguous statements elsewhere in the document. *Woods v. Company*, 5 N. H. 467, 473.

If the declaration of intention in the contract here involved, with its reference to "other property," is thus considered, the only reasonable inference to be drawn from the language of the contract as a whole is that the plaintiff, in return for the right to take water from Parsons brook and to maintain a pipe line across "the Parsons land," covenants to supply water to the house in which the defendant and his wife reside "free of charge to the said Parsons."

It should be noted that this is not a case where an unforeseen situation has arisen since the execution of the contract. Tenants were occupying a part of the premises at the time the contract was entered into, and it is significant that while the recital of intention expressly excludes "other property," no reference to the tenants is there made.

In accordance with the stipulation of the parties, the order is

Judgment for the defendants.

Coös, }
June 26, 1936. }

SELMA STONE LABONTÉ & a.

v.

ST. PAUL FIRE & MARINE INSURANCE COMPANY & a.