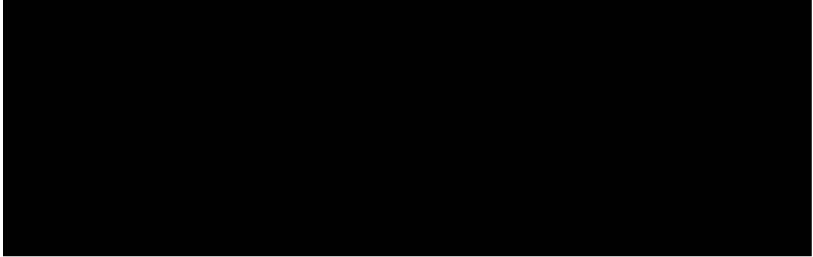


Strafford, }
June 7, 1938. }

EUGENE VALLEE v. SPAULDING FIBRE COMPANY.



Ovilla J. Gregoire and William H. Sleeper, by brief, for the plaintiff.

Hughes & Burns and Charles F. Hartnett (Mr. Burns orally), for the defendant.

Per Curiam. The amendment by the trial court of its original decree clears the doubt whether the amount of compensation thereby awarded was determined as a matter of discretion. It now appearing that discretion was then exercised, no ground for a retrial of the issue of compensation is presented, and, hence, none for acting on the requests for rulings and findings. The decision in this court upon the former transfer affirmed the trial court's decree if the amount of the award was fixed in discretion. If, and not how, there was use of discretion, was the only condition of the affirmance.

In the former transfer no motion was made for a rehearing after the opinion was filed. So far as the defendant now seeks to obtain a modification of the decision of this court in that transfer, it is "the long established practice of this court, that questions of law once decided will not be reëxamined upon a subsequent transfer, especially where equity and justice do not require it." *Kidd v. Company*, 75 N. H. 154, 158. No facts appear warranting such reëxamination.

Exceptions overruled.