

*Per Curiam.* This case is governed by the rule stated in *Piasecny v. Manchester*, 82 N. H. 458. Whether contemporary expansions of the field of governmental activities demand a corresponding expansion of the scope of municipal liability for the manner of performing public duties, is a matter for legislative rather than judicial determination.

*Exception overruled.*

Cheshire, }  
May 31, 1939. } No. 3074.

EDWARD ROBBINS *v.* ARTHUR B. NIMS.

*Arthur Olson*, for the plaintiff, furnished no brief.

*Faulkner & Bell* (*Mr. Bell* orally), for the defendant.

*Per Curiam.* The plaintiff based his motion for judgment upon a clause in the receipt providing that the payments were made "in final settlement and satisfaction of all claims for compensation subject to review as provided by Law." The final modifying words are meaningless in themselves, and there is nothing in their context, or in our statute, or practice, which enables us to interpret them otherwise than as suggesting resort to such equitable relief as the plaintiff invoked in his bill. The grounds for such relief not having been found, and no question having been raised as to the sufficiency of the evidence to sustain the findings actually made (*Tuftonboro v. Willard*, 89 N. H. 253, 262), the order is

*Exception overruled.*

All concurred.