

for non-payment of the interest on the premium notes of the original policy, the company cannot insist upon a forfeiture upon the facts found in the case. When the insured shares in the profits, and at the time when the annual premium becomes due cannot know what amount he will be required to pay the company, the insurers cannot insist upon a forfeiture until they give the insured notice of the amount he is required to pay. *May Insurance 500; Home Life Ins. Co. v. Pierce*, 75 Ill. 426. Stipulations for a forfeiture are to be strictly construed. It was the duty of the company to give the plaintiff notice of the amount of interest required to be paid, and to entitle them to insist on a forfeiture the notice must be of the exact sum. According to the contract the rate of interest to be paid was six per cent. The notice given claimed interest at seven per cent., which was one per cent. more than the company were entitled to demand, and the plaintiff's failure to pay the excessive amount demanded did not work a forfeiture of the policy. *Nowell v. Wentworth*, 58 N. H. 319.

Judgment for the plaintiff.

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

Leach & Stevens, for the plaintiff.

S. G. Lane and W. L. Foster, for the defendants.

CLAFLIN & a. v. BATCHELDER.

RICHARDSON & a. v. SAME.

A conveyance of land made for a good consideration, and without fraud, will not be set aside in favor of creditors of the grantor because the consideration paid was less than the real value of the land.

Real actions to recover land set off to the plaintiffs on executions against the defendant's wife, amounting to some \$300. Facts found by the court.

In February, 1885, the wife was the owner of one half of the homestead place then and ever since occupied by her husband and herself, and, being desirous of going into trade with one Holt, she agreed with the defendant that if he would furnish her \$500 for this purpose she would convey to him her half of the homestead premises. In pursuance of this agreement he did furnish her with the sum of \$510.48 prior to June 22 of that year, and she went into partnership with Holt under the firm name of Holt & Batchelder. This partnership was dissolved on said June 22.

August 10, 1885, upon the above consideration, Mrs. Batchelder, through a trustee, conveyed her half of the homestead to the defendant.

The value of the part so conveyed was \$900. The conveyance was given and taken in good faith, in performance of the bargain under which the money was furnished by the defendant. August 20 the plaintiffs attached the premises for debts against Holt & Batchelder contracted prior to the conveyance, and they now contend that as against them the conveyance was fraudulent and invalid. If it was, they are to have judgment; otherwise, judgment is to be for the defendant.

Daniel Barnard, for the plaintiffs.

Sanborn & Hardy, for the defendant.

CLARK, J. The deed of August 10, 1885, was made in pursuance of a previous agreement, which had been fully performed on the part of the defendant. The defendant was a *bona fide* purchaser. The fact is found that the conveyance was made in good faith, upon a valuable consideration, and with no notice of the existence of any creditors of the grantor. Such a sale is valid against everybody.

Judgment for the defendant.

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

CONCORD v. CONCORD HORSE RAILROAD.

The charter of a horse railroad contained a provision that "said railroad shall be laid out by the mayor and aldermen in like manner as highways are laid out." A single track railroad was laid out by the mayor and aldermen, without any turn-outs, but with a provision in the record of the laying out that "said horse railroad company may construct such suitable turn-outs on either side of said centre line as they may find necessary in the prosecution of the business to be done by said railroad." *Held*, that the company could not construct a turn-out, although necessary for their business, and required for the public convenience, without a laying out by the mayor and aldermen.

BILL IN EQUITY, for an injunction to restrain the defendants from constructing a side track or turn-out on Fisk street. The first section of the defendants' charter gives them power to construct, maintain, and use a railroad, with convenient single and