

Coös, }
June, 1895. }

HOLMES v. HOLMES.

WRIT of ENTRY, to foreclose a mortgage. Facts found by a referee.

Bingham, Mitchell & Batchellor and *Ladd & Fletcher*, for the plaintiff.

Bingham & Bingham and *Drew, Jordan & Buckley*, for the defendant.

CHASE, J. The reserved case presents no question of law that is insisted upon.

Conditional judgment on the report in favor of the plaintiff.

All concurred.

Belknap, }
Dec., 1895. }

GILFORD v. MUNSEY & a.

DEBT, in this and four other cases, on bonds given by Munsey as tax collector for the town of Gilford in 1890 and 1891, by Taylor as tax collector for the town of Gilford in 1892, and by Blaisdell as tax collector for that part of Gilford known as School District No. 13 in 1890 and 1891, to recover certain taxes which were uncollected March 1, 1893. The question at issue was whether these taxes belonged to Gilford, or were payable to the city of Laconia, which became party to the proceedings.

The act of March 24, 1893, establishing the city of Laconia (Laws 1893, c. 241), disannexed certain territory from Gilford and annexed it to Laconia, designated this territory Ward 6, specified that certain property should belong to Gilford, and provided, among other things, that Ward 6 should "have and own all the other corporate assets and property of the present town of Gilford." *Ib.*, s. 6.

It was held that the defendants had offered no legal defence to the actions on the bonds, and that, as to them, the town of Gilford was entitled to judgment with costs; that as between Laconia and Gilford, the former was entitled to the taxes; and

a motion that the taxable costs be paid out of the fund was denied, on the ground that such an order would compel the payment of costs by the prevailing party.

Decree accordingly.

PARSONS, J., did not sit.

Sargent & Hollis, for the plaintiffs.

Stephen S. Jewett, for the defendants and Laconia.

Carroll, }
Dec., 1895. }

LORD v. WENTWORTH.

TRESPASS, *quare clausum*. March 11, 1875, Nathaniel Willey owned a large rectangular lot of land bounded westerly by the "old road" and southerly by the "new road." In the corner formed by the junction of the two roads was a nearly square tract of about four acres called the Webster homestead, bounded westerly twenty-five rods on the "old road" and southerly twenty-six rods on the "new road." On that day he conveyed to Mary Webster a tract of land bounded and described as follows: "Commencing at the junction of the two roads, thence running northerly on the old road about eighteen rods to a large stone opposite to my barn; thence easterly, parallel with the fence between my pasture and the Webster homestead, to a point far enough east to contain eight acres between said fence and the new road; thence southerly to the new road; and thence westerly on the new road to the bound begun at; meaning to convey the former homestead of the late Horace Webster." The plaintiff excepted to the ruling that the deed conveyed to Mary the eight-acre tract and not merely the Webster homestead, and the exception was overruled.

CHASE, J., did not sit.

Josiah H. Hobbs, for the plaintiff.

John B. Nash, for the defendant.