not an accomplice in the theft. *Held*, that A. was indictable for larceny in Massachusetts.—*Commonwealth* v. *White*, 123 Mass. 430.

2. Indictment for larceny of "five fish," not showing that the fish were reclaimed or confined, *held*, bad.—*State* v. *Krider*, 78 N. C. 481.

Libel.—"J. S. was accused of stealing a horse; he sued the accuser, and a verdict was found for the defendant." *Held*, that the printing and publishing of these words was actionable.—*Johnson* v. *St. Louis Dispatch Co.*, 65 Mo. 539.

Limitations, Statute of.—1. An action was brought on an official bond, in the name of the State, at the relation of one who was adjudged to have no interest entitling him to sue; and an amendment was made by filing a new complaint, with a different relator; in the mean time, the statute had run from the commencement of the original suit. *Held*, that the action was barred.—*Hawthorn* v. *The State*, 57 Ind. 286.

2. A note was made payable thirty days after demand; no demand was made for more than six years and a half. *Held*, that an action on the note was barred by the statutory limitation of six years.—*Palmer* v. *Palmer*, 36 Mich. 487.

3. An indictment is not demurrable on the ground that the offence charged appears on the face of the indictment to be barred by the Statute of Limitations.—*Thompson* v. *The State*, 54 Miss. 740.

Malicious Prosecution.—One who maliciously and without probable cause procured an inquisition of lunacy to be prosecuted against another, who was found by the jury to be of sound mind, was *held* liable to the alleged lunatic for all damages suffered by him, in excess of taxable costs.—*Lockenour* v. *Sides*, 57 Ind. 360.

Mandamus.—Provision is made by statute to enable a party tendering a bill of exceptions, which the judge refuses to allow, to prove the truth of his exceptions. A judge having refused to allow a bill of exceptions, *held* that he was not compellable by *mandamus* to do so, the party grieved having another specific remedy under the statute.—*State* v. *Wickham*, 65 Mo. 634.

Master and Servant.—An inspector of machinery employed by a railroad company negligently failed to discover and remedy a defect in a brake, whereby a brakeman was injured. *Held*, that the inspector was not a fellow-servant of the brakeman, and therefore that the company was liable to the latter for the negligence of the former.—*Long* v. *Pacific R. R.*, 65 Mo. 225.

Mortgage.—1. A., for the purpose of enabling B. to raise money for him, made a promissory note, payable to the order of B., and secured by mortgage duly recorded. B. wrongfully pledged the note, without indorsing it, for his own debt to C., and afterwards assigned the mortgage and another note, procured from A. by fraud, to D. for value. *Held*, that C. was not, in the absence of fraud on the part of D., entitled in equity to an assignment of the mortgage.—*Blunt* v. *Norris*, 123 Mass. 55.

2. The holder of a note payable to his own order, and secured by mortgage duly recorded, indorsed the note to A., and afterwards assigned the mortgage to B., together with a note similar in terms to that described in the mortgage. Both A. and B. were *bona fide* purchasers for value. *Held*, that A. was entitled in equity to an assignment of the mortgage from B.—*Morris* v. *Bacon*, 123 Mass. 58.

3. A. made a note to B., and assigned to him a mortgage and a note indorsed in blank, purporting on its face to be secured by it, "the same being collateral to" A.'s note. The assignment was duly recorded; B. afterwards, by an assignment in like words duly recorded, assigned the mortgage to C. and indorsed A.'s note to him; and subsequently indorsed the mortgage note to D., and fraudulently assigned the mortgage to him on a separate piece of paper. *Held*, that C. was entitled in equity to an assignment of the mortgage note from D.—*Strong* v. *Jackson*, 123 Mass. 60.

4. A second mortgagee, whose mortgage is duly recorded, may maintain an action against one who impairs his security by removing fixtures, claiming them under a subsequent chattel mortgage made by the mortgagor; and in such action the plaintiff need not prove that the defendant had actual notice of his mortgage, or intended to injure him, nor that the mortgagor is insolvent.—*Jackson* v. *Turrell*, 10 Vroom, 329.