not discharged by the extension of time given H. in pursuance of the practice of the parties. —*Swire et al.* v. *Redman & Holt*, 1 Q. B. D. 536.

Laches.—*See* Estoppel.

Lease.

The *habendum* of a lease stated the term as 94¼ years, the *reddendum*, as 91¼. The counterpart of the lease signed by the lessee had 91¼ in both parts. *Held*, that the *habendum* must control the *reddendum* in the lease itself, and that the counterpart must be made to follow the lease, and that the term was therefore 94¼ years.—*Burchell* v. *Clark*, 1 C. P. D. 602.

Liability of Master.—*See* Collision, 2.

Liability of Ship-Owner—*See* Bill of Lading.

Lien.—*See* Vendor's Lien.

Life Insurance.—*See* Amalgamation of Companies.

Limitations, Statute of.—*See* Statute of Limitations.

Malicious Prosecution.

The declaration set forth that defendants falsely and maliciously wrote and published a certain notice, requiring the plaintiff, under the Insolvent Act of Canada, to make an assignment of his property for the benefit of his creditors, as certain promissory notes on which the plaintiff was liable to the defendants and others had long been overdue, and were unpaid. In another count, it was complained that the defendants maliciously, and without probable cause, had the plaintiff arrested, in a suit on certain promissory notes indorsed to the defendants by the plaintiff, on the ground that he was about to leave the country; when the court subsequently found that he was not about to leave the country, and ordered his discharge. The defendants replied to the first count, that the notice in question was true, and was not published, except to the plaintiff. To the last count they replied simply, that the note was long due, and that they had been informed, and believed, the plaintiff intended to leave. The court ruled, that, unless the defendants believed that they would lose their debt unless they had the defendant arrested, or if they acted with the idea of protecting other indorsers who might otherwise be liable to them, there would be evidence of want of reasonable cause for the arrest sufficient to justify damages. *Held*, error in the charge, and that the said notice was a legal proceeding, and *prima facie* privileged. —*Bank of British North America* v. *Strong*, 1 App. Cas. 307.

See Forcible Entry.

Marine Insurance.

1. The brig *Jessie*, from Falmouth, arrived at Mazagan, in Morocco, Dec. 27, 1874. Jan. 1, 1875, she was driven from her moorings in a gale, and lost her anchor. On the 9th, the captain wrote the plaintiff, who was owner, but said nothing about the loss of the anchor. The letter reached the plaintiff on the 24th, and, just a month later, the plaintiff, having had no further news of the vessel, had her insured in the defendant company, "lost or not lost." He said to the company's, "I do not know when she was ready to sail; I have not had the sailing letter yet." The usual time for loading at Mazagan was fifteen to twenty days, and for the voyage home, twenty-five to thirty, and the course of the post was irregular. After verdict for plaintiff, a motion to enter verdict for defendants, on the ground that the failure by the captain to mention the loss of the anchor constituted a material concealment, was refused. *Quære*, if a failure to communicate such a fact forms a defence, unless fraudulent.—*Stribley* v. *Imperial Marine Ins. Co.*, 1 Q. B. D. 507.

Marriage Settlement.

Where a husband, by a post-nuptial settlement, made a covenant to settle on his wife any property to which she was, or during the marriage should become, entitled, it was *held* that a fund in court, then contingent, and which came into possession after her death, was included.—*Agar* v. *George*, 2 Ch. D. 706.

Marshalling Assets.

Testator made several pecuniary legacies, and devised a specific real estate to one son, and the residuary real estate to another There was not enough personalty to pay the debts besides the legacies. *Held*, that the pecuniary legacies must be exhausted in making up the deficiency before resorting to the real estate.—*Farquharson* v. *Floyer*, 3 Ch. D. 109.

Master and Servant.

1. The defendants employed the plaintiff with other workmen, and also a steam-engine, with an engineer, in sinking a shaft in their colliery. When the work was partly done they employed W., under a verbal contract, to finish it. W. was to employ and pay the plaintiff and the other workmen. The engine and engineer were under his control, but the engineer's wages were to be paid by the defendants. The plaintiff was injured through the negligence of the engineer. *Held*, that the defendants were not liable.—*Rourke* v. *The White Moss Colliery Co.*, 1 C. P. D. 556.

2. The S. Club, composed of persons interested in agriculture, made an agreement with the defendant company for the use of the company's hall for their annual shows. By this agreement the hall was, during the times of the shows, at the entire disposal of the club. The company was to provide accommodation for the stock and things exhibited, and provide and pay a sufficient body of men to do all the work about the show, and who should be under the exclusive control of the club. The company was to pay £1,000 to the club at each show, and be at liberty to charge and receive an admission fee of 1*s*. The club was to have entire and exclusive control of the show while it was in progress. The club contracted with one S. to see to admitting the stock, &c., at the gate, to its dis-