Letter.—*See* Privileged Communication, 2.

Libel.

1. The plaintiffs had furnished the Lords of the Admiralty with certain plans for plating wooden vessels with iron. A letter from the controller of the navy to the Board of Admiralty was printed by the defendant in a blue book, containing the following words: "These plans would have no weight whatever, from the known antecedents of their author;" *innuendo*, that said plans were worthless. *Held*, that said publication was a fair criticism upon a matter of national importance, and was privileged on the absence of malice.—*Henwood* v. *Harrison*, L. R. 7 C. P. 606.

2. Libel for words used in a certain letter. The Plaintiff gave the defendant notice to produce said letter, but the defendant swore that "the letter referred to in the affidavit of the plaintiff" had been destroyed. It was *held*, that the plaintiff might give secondary evidence of the words in the letter by witnesses; but that the words as laid in the declaration must be proved, and not merely what a witness conceives to be the substance of them. Also, that though said affidavit of the plaintiff contained the alleged defamatory words, the defendant had not, by the above answer, admitted them.—*Rainy* v. *Bravo*, L. R. 4 P. C. 287.

See Company, 2.

License.—*See* Realty.

Lien.

1. B. consigned to the defendants by the ship *Acacia* a cargo which had been purchased at their joint risk, and informed the defendants of bills drawn, payable to his own order, against the cargo. The defendants replied that B.'s drafts should have protection. B. indorsed the bills to the plaintiffs, who refused to accept, as B. had in the mean time stopped payment. The plaintiffs claimed a lien for the amount of said bills on the cargo. *Held*, that the plaintiffs had no lien.—*Robey & Co's Perseverance Ironworks* v. *Ollier*, L. R. 7 Ch. 695.

2. An innkeeper received a guest who brought with him a hired piano, which the innkeeper believed to belong to the guest. *Held*, that the innkeeper had a lien upon the piano against its owner for the guest's board.—*Threfall* v. *Borwick*, L. R. 7 Q. B. 711.

See Company, 5.

Limitations, Statute of.—*See* Partnership, 3.

Maintenance and Education.—*See* Infant; Settlement, 1.

Married Woman.

Semble, a married woman is bound by estoppel in a deed duly executed and acknowledged by her, in the same manner as if she were *sole*.—*Jones* v. *Frost*, *In re Fiddey* (*a solicitor*), L. R. 7 Ch. 773.

See Age; Husband and Wife; Settlement, 1.

Marshalling Assets.—*See* Contribution; Specialty.

Mesne Profits.—*See* Ejectment.

Mines.

1. By lease was demised a seam of coal, called the High Hazel Bed, containing 108*a.*, with power to dig pits, get and carry away all of the said bed of coal. The lessees were to pay a minimum rent of £200 as for two acres, and £85 per acre for every additional acre, including all ribs and pillars left in working the coal, except certain specified pillars which were not for support of the surface, and which were to be left and not paid for. The lessees covenanted *inter alia* to work the mine to the best of their skill, and in a good and workmanlike manner. The lessees left the said specified pillars, and worked the mines according to the usual course of mining in the district. *Held*, that the lessees were not liable for a subsidence of the soil caused by said mining operations.—*Eadon* v. *Jeffcock*, L. R. 7 Ex. 379.

2. The lord of a manor granted the freehold in certain land, reserving "all mines and minerals within and under the premises, with full and free liberty of ingress, egress, and regress, to dig and search for, and to take, use, and work the said excepted mines and minerals." There was no provision for compensation to the grantee for the use of the mines. There was a bed of china clay under said land, but none had ever been taken at the time of said grant. Tin, which was known to exist in the neighborhood, was usually got by "streaming," an ancient method, which destroyed the surface of the land. Said clay could not be obtained without destroying the surface. *Held*, that said clay was included in the reservation, but that it could not be got in such a way as to destroy or seriously injure the surface.—*Hext* v. *Gill*, L. R. 7 Ch. 699.

See Lease, 1.

Mortgage.—*See* Company, 5.

Negligence.—*See* Carrier, 1.

Notice to Quit.

The tenant of an estate being imbecile, his daughter took care of his house, and, with her brothers, managed the farm. A bailiff, who was known to the daughter as such, delivered to her a notice to quit, addressed to her father. A son read the notice, but the daughter did not, but burnt it, without showing it to her father. *Held*, that the daughter was an agent of the tenant for the purpose of receiving the notice, and that, being such agent, no failure in duty as to delivering the notice to the tenant would render the notice invalid.—*Tenham* v. *Nicholson*, L. R. 5 H. L. 561.

Partnership.

1. An inalienable government contract entered into by one partner may be a part of the partnership assets; and upon the dissolution of the partnership, the partner who entered into the contract, and who continues to carry it on, must be debited with its value, to be ascertained by reference to chambers.—*Ambler* v. *Bolton*, L. R. 14 Eq. 427.