

not know who the owner is, if he has the means of finding him out, or has reason to believe, and does believe, that he will be found.

—*State v. Levy*, 23 Minn. 104.

*Lease*.—See *Covenant*; *Evidence*, 6; *Trust*, 2; *Vendor and Purchaser*.

*Libel*.—In an action for publishing a libel in a newspaper, the defendant may show, in mitigation of damages, that he copied it from other newspapers.—*Hewitt v. Pioneer Press Co.*, 23 Minn. 178.

*License*.—See *Game*.

*Lien*.—See *Mechanics' Lien*.

*Life Insurance*.—See *Insurance (Life)*

*Limitations, Statute of*.—1. Six years, in the Statute of Limitations, means six calendar years, and not a period of so many days as are contained in six calendar years, if Sundays (when no process can be served) are not counted.—*Bell v. Lamprey*, 57 N. H. 168.

2. A debtor delivered to his creditor, in part payment of his debt, the promissory note of a third person, which was duly paid at maturity. Held, that this was a sufficient acknowledgment of the debt to suspend the operation of the Statute; but that the Statute began to run again from the time when the note was delivered to the creditor, and not from the time when it was paid.—*Smith v. Ryan*, 66 N. Y. 352.

*Lord's Day*.—See *Limitations, Statute of*, 1; *Trial*, 1.

*Malicious Prosecution*.—See *Judge*.

*Mandamus*.—A statute directed the commissioner of highways to open V. Street, in Philadelphia. To a *mandamus* requiring him to do so he returned that there was no such street. Held, on demurrer, that the return was good, though it contradicted the statute.—*Commonwealth v. Dickinson*, 83 Penn. St. 458.

See *Corporation*, 3.

*Marriage*.—See *Divorce*.

*Measure of Damages*.—See *Damages*.

*Mechanics' Lien*.—Furnishing materials and labor in putting a lightning-rod on a house, is not furnishing materials and labor "in building, altering, repairing, or ornamenting" the house, within the meaning of mechanics' lien law.—*Drew v. Mason*, 81 Ill. 498.

*Misnomer*.—See *Evidence*, 5; *Indictment*, 2.

*Mistake*.—A mortgage of a railroad to trustees was made and recorded. By inadvertence, words of inheritance were omitted; but it

was plain from the whole instrument that the trustees must take a fee in order to execute the trust. Held, that the mortgage should be reformed by inserting words of inheritance; subsequent incumbrancers being affected by the record with notice that a mortgage in fee was intended to be made.—*Randolph v. New Jersey West Line R. R. Co.*, 28 N. J. Eq. 49.

See *Evidence*, 5.

*Municipal Corporation*.—1. A city was authorized by its charter to obtain by contract or purchase the wharves within its limits, with power to raise a revenue from the same by establishing and collecting rates of dockage. Held, that the city had no power to acquire a wharf to be used by the public, free of charge.—*Mayor, &c., of Mobile v. Moog*, 53 Ala. 561.

2. A town, authorized by its charter to suppress and restrain billiard-tables, may license them.—*Winooski v. Gokey*, 49 Vt. 282.

See *Bona Fide Purchaser*.

*Murder*.—See *Evidence*, 1, 3.

*Name*.—See *Evidence*, 5; *Indictment*, 2.

*Negligence*.—1. Action by a child three years old to recover for injuries caused by defendants' negligence. Held, that negligence of the child's parents was no defence.—*Government Street R.R. Co. v. Hanlon*, 53 Ala. 70.

2. A. invited B. to drive with him, and they were both injured at a railroad crossing, by the negligence of the railroad. Held, that B. might recover damages whether or not A. was negligent, he being a competent driver, so that B. was not negligent merely in going with him.—*Robinson v. New York Central R. R. Co.*, 66 N. Y. 11.

See *Carrier* 3, 4; *Railroad*.

*Negotiable Instruments*.—Interest coupons on negotiable bonds of a corporation, payable to bearer, at a specified time and place, are negotiable separately, and are entitled to grace; and one who buys them within three days after the time specified for payment is a purchaser before maturity. But if not made payable to bearer, or order, they are not negotiable, nor entitled to grace.—*Evertsen v. Nat. Bank of Newport*, 66 N. Y. 14.

See *Bank*; *Interest*; *Payment*.

*New Trial*.—See *Trial*, 2, 3.

*Notice*.—See *Insurance (Fire)*, 1, 2.

*Officer*.—An officer is not bound to execute process which is voidable, though regular on its