*chester* daily paper of certain proceedings of the guardians of said workhouse, reflecting upon said medical officer, privileged. Neither is the workhouse of sufficient importance to the country at large to render such an article privileged.—*Purcell* v. *Sowler et al.*, 1 C. P. D. 781.

3. The defendant was an expert in handwriting, and gave evidence in a will case, to the effect that the signature was a forgery. In another case, where defendant was on the stand, allusion was made by counsel to some remarks of the judge disparaging to the witness in the will case, and the defendant, though forbidden by the judge to allude further to the will case, insisted on saying, "I believe that will to be a rank forgery," &c. *Held*, that the privilege of a witness extended to cover this case, as the remark was made by witness in defence of his own credit as an expert.—*Seaman* v. *Netherclift*, 2 C. P. D. 53; s. c. 1 C. P. D. 540.

Lien.

A solicitor in a suit in bankruptcy employed by the trustee is entitled to retain papers on which he has expended labour or his own money, as security for his fees.—*Ex parte Yalden. In re Austin*, 4 Ch. D. 129.

See Vendor and Purchaser.

Limitation of Liability.—See Common Carrier.

Limitations, Statute of.—See Statute of Limitations.

Marine Insurance.—See Insurance.

Market Value.—See Damages.

Marriage—See Will, 2.

Marriage Settlement.

1. J., on occasion of his second marriage, made a settlement of a piece of land upon trust for himself and his second wife, during their joint lives, and the life of the survivor, remainder to his son by a former marriage, T., absolutely. The wife's property was at the same time settled to her separate use, with power of appointment, and in default of appointment to her children born or to be born. J. sold the land to the plaintiff. *Held*, that, in the marriage settlement, the provision for the son was a purely voluntary one, and not valid against a purchaser of the property for consideration.—*Price* v. *Jenkins*, 4 Ch. D. 483.

2. S. and wife had a power of appointment over real estate in favour of their children. They had six children; and, on the eve of marriage of one daughter, an agreement was made between S. and his wife, and the daughter and the intended husband, by which the parents agreed to appoint a portion of the property to the daughter in consideration of the marriage; and the intended husband agreed that he would "settle such share as" his wife should receive, to her use, with power of appointment, remainder to himself, and ultimate remainder to the children of the marriage. S. survived his wife, released his power of appointment, and gave a portion of the interest in the property after his death to said daughter. The daughter died, leaving two infant children, and before her husband had taken any steps to carry out the "settlement" proposed in the agreement made at the time of the marriage. The question was whether the marriage agreement was binding on the wife, and consequently on the oldest child, her heir at law. *Held*, that although the husband, by that agreement, engaged to settle what was not his, but his wife's, yet the the wife would be bound by it, on the ground that she had assented to her father's arrangement, and hence it was also binding on her heir, and must be carried out.—*Lee* v. *Lee*, 4 Ch. D. 175.

Master and Servant.—See Embezzlement, 2.

Measure of Damages.—See Damages, 1, 2.

Misdescription.—See Deed.

Mistake.—See Sale.

Mortgagor and Mortgagee.

1. S. H., tenant for life in leasehold property under a will, began proceedings for administration in 1859. In 1859 and 1860 she mortgaged her life interest. The same year the mortgagee entered under an order, received the rents for the interest, and paid the balance to the tenant for life. March 25, 1866, S. H. left her home, and was never heard of again. In 1875, the remaindermen under the will petitioned to have the leasehold sold, and the proceeds paid to them. For the purposes of that petition it was decided that S. H. must be considered to have died soon after June, 1866. On a petition by the remaindermen for arrears of rent from the mortgagee, *held*, that they were entitled to only six years' rent to the date of the petition, as there was no relation of trust between the mortgagee and them, and that there was no laches on their part in not filing the petition before the expiration of seven years from the disappearance of S. H.—*Hickman* v. *Upsall*, 4 Ch. D. 144.

2. E., a trader, made a mortgage conveyance to one P. of all his stock of upholstery goods in his shop in D. street, and in the same deed of all his household furniture in his house in S. street. There was a power in the deed for the mortgagee at any time to take and retain possession of