

free access, was "a place" within the above-mentioned Act. The defendant on the day of a race meeting came on "The Pit Heap" and stationed himself at a point on it with his back against a hoarding where he remained about three hours making bets, of which he made entries in his betting book. The justices before whom the defendant was prosecuted held that the place where the defendant stood was a place used by him for the purpose of betting with persons resorting thereto, within the meaning of the Act and convicted, and the same court as decided in *Hawke v. Dunn*, *supra*, upheld the conviction. Since the above note was written we see by the newspapers that *Hawke v. Dunn* has been reversed in the House of Lords.

BANKRUPTCY—VOLUNTARY CONVEYANCE TO MAKE GOOD BREACHES OF TRUST—
REVOCABLE MANDATE—FRAUDULENT PREFERENCE—EVIDENCE.

In *New Prince and Garrard's Trustee v. Hunting*, (1897) 1 Q.B. 607 the plaintiff, a trustee in bankruptcy, sought to set aside a deed of lands made by the bankrupt two days before his bankruptcy, on the ground of its being a fraudulent preference. The bankrupt was a solicitor, and the deed in question was made by him voluntarily to a trustee, charging certain lands of the bankrupt with the payment of £4,200 to make good divers breaches of trust which he had committed in respect of certain scheduled trust estates of which he was sole or joint trustee. The deed was made without any pressure, and was not communicated to any of the beneficiaries. It was contended that it was a mere revocable mandate, which was revoked by the bankruptcy, and if not, it was at all events, preferential conveyance. Williams, J., upheld the conveyance against both objections. As to the first, he held that the effect of the deed was to create the relation of trustee and cestui que trust between the grantee named in the deed and the several beneficiaries, and was irrevocable. He also held that cestuis que trust who had suffered from the bankrupt's breaches of trust were not creditors within the meaning of the clause of the Bankrupt Act which prohibits preferential transfers, and that the conveyance being made for the purpose of repairing a wrong committed by the bankrupt was not within