Where a husband gave a bill of sale to his wife to secure advances made by her, and it was afterwards found that this bill of sale was invalid, and the husband immediately before his bankruptcy gave a new bill of sale in substitution for the former one, this was held to be valid *because the debtor believed himself to be under an obligation to make the new bill of sale*: *Re Tweedale*, 1892, 2 Q. B. 216; but see *Ex p. Fisher*, L. R. 7 Chy. 636.

In order that an assignment of the whole of a debtor's property as security for an existing debt may be held to be not fraudulent on the ground that the assignee agreed to make further advances to the assignor, it is not necessary that the agreement to make such advances should be technically binding at law or in equity; a *bonâ fide* promise is sufficient: *Ex p. Wilkinson*, 22 Chy. D. 788.

Where a chattel mortgagee sells under the power of sale in his mortgage, and after payment of his mortgage claim applies the surplus in payment of an unsecured debt due by the mortgagor to him, this is not a preference within the meaning of the Act, because there was no agreement between the mortgagor and mortgagee that such a course should be pursued, and therefore there could not be said to be any gift, conveyance, assignment or transfer of anything made with intent to defeat, hinder, delay or prejudice the creditors of the assignor: *Stephens* v. *Boisseau*, 23 App. R. 230; affirmed 26 S. C. R. 437.

Debtor of Insolvent Purchasing Claims for Purpose of Set-off.

Where a person is in insolvent circumstances, a debtor of his, having knowledge of such insolvency, may, at any time before the insolvent makes an assignment for the benefit of creditors, purchase outstanding liabilities of the insolvent for the purpose of setting them off against his own liability; and after an assignment for creditors has been made by the insolvent the purchaser may so set off the said liabilities, so previously purchased by him, against the claim made upon him by the assignee for creditors: *Thibaudeau* v. *Garland*, 27 O. R. 391.

How Plaintiff is to Establish his Claim.

When the plaintiff as a judgment creditor attacks an alleged fraudulent transfer made by his debtor, he is not usually able to maintain his action and prove his own status by merely adducing