articles of association direct that the business of the company shall be managed by not less than three directors, and that the shares must not be allotted by less than three. I think the business of the company cannot be said to be managed by the minimum number allowed by the articles, when one person is absent; it would not then be a board of three." (ii) The second phase of the case was as follows. At the same meeting at which the two directors allotted the shares in question, they also elected the defendant a director, under the provision in the constitution, that any casual vacancy occurring in the board might be filled up by the board. Having been so elected a director, the defendant attended a meeting subsequently held; he then confirmed the allotment to himself, he concurred in an order made upon the company's bankers, and agreed to a certain mode of raising money for the company's benefit. The defendant, therefore, acted as a director, and joined in these proceedings as a member of the board. Then, after doing so, he withdrew his application for shares, and refused to pay the amount of the call made in respect of them. The question, therefore, was whether he was estopped from denying his liability in the shares by having acted as director. The L. J. J. unanimously held that he was, even if it could be contended that under the plaintiffs' constitution the defendant was not duly qualified to act as director. Brett, L.J., says: "I will assume that the defendant was not qualified to be a director. . . Nevertheless he acted as a director, and did so *bona fide* and with the intention of discharging the duties of director. . . I think that the defendant was bound by his acting as a director; in this point of view also it must be taken that he joined in the allotment to himself, and I think that he is estopped from denying his liability."

FRAUDULENT SOLICITOR—LARCENY ACT—DOM. 32-33 V., C. 21, S. 77.

The last case in this number of the Q.B.D. is *Reg.* v. *Newman*, p. 706, where the question was whether a solicitor who had been entrusted by a client with money to invest on mortgage, and who fraudulently appropriates it to his own use, is to be considered to have been entrusted "with the property of any other person for safe custody," within Imp. 24-25 Vict. c. 96, s. 76 (the Larceny Act), which corresponds to Dom. 32-33 Vict. c. 21, s. 77. The court for Crown Cases Reserved held that he was not. Stephen, J., says: "If money is entrusted to an agent on the terms that he is to keep it by him and then to lay it out on mortgage, I should say that is an entrusting for safe custody within s. 76 (Dom. s. 77); for this, *Reg.* v *Fullagar*, 41 L. T. (N. S.) 448, appears to me a direct authority. In the present case we are not informed whether money in any specific form was intrusted, nor whether there were any specific directions as to the keeping of it, or whether it was simply paid by cheque, with possibly a current debtor and creditor account; if the latter were the true state of things, there could clearly be no offence within s. 76 (Dom. s. 77). Again, there is no evidence of what was to be done with the money in the interval between the intrusting and the investment; therefore, it is impossible to conclude that it was intrusted for safe custody during that interval."

Of the June number of the Law Reports, the cases in 7 P. D. 61—102, and in 20 Ch. D. 1—229, still remain for consideration.

A. H. F. L.

SELECTIONS.

INTERNATIONAL LAW AND THE BOMBARDMENT OF ALEXANDRIA.

The annexed letter from a leading authority on the subject of international law, will be found interesting by our readers. It appeared in the *Times* for July 17th:

To the Editor of the "Times."

SIR,—While I cordially acquiesce in the argument of your leading article of to-day, that international law has to be ever reforged, in accord-