funds. And where the commission day was on Thursday, and on the previous Saturday the attorney gave notice to his client that he would not deliver briefs to counsel unless he was furnished with funds, and the funds not being furnished, counsel was not instructed and a verdict was given against the client. In an action by the client against the solicitor for damages, the jury found that the client did not have sufficient notice, and the court held the finding was justified: *Hoby* v. *Built*, 3 B. & Ad. 350.

C. H. WIDDIFIELD.

Picton, Ont.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

(Registered in accordance with the Copyright Act.)

FRAUDULENT PREFERENCE—MONEY LENT FOR SPECIFIC PURPOSE—REPAYMENT BY DEBTOR AFTER ACT OF BANKRUPTCY—INTENTION TO PREFER.

In re Vautin (1900) 2 Q.B. 325, involves a nice question under the law of bankruptcy. A debtor being in difficulties applied to a friend to lend him £1000 on the understanding that it would be sufficient, with other money the debtor was getting, to clear off all his liabilities and that it was to be so applied, and security was to be given for the £1000. On the same day he absconded, thereby committing an act of bankruptcy, and without giving the promised security, or applying the £1000 in payment of his debts. The debtor cashed the cheque for £1000, and in the evening of the day he absconded he posted a letter to the lender containing two £500 Bank of England notes and stating that he returned the money. There was no express agreement that the money should be returned if not applied in payment of debts, or if security was not given as promised. The trustee in bankruptcy claimed that the repayment of the £1000 was a fraudulent preference and that he was entitled to recover it from the lender. Wright, J., rejected the claim on three grounds, (1) that the money had been lent for a specific purpose which had not been carried out; and also (2) on the agreement that security should be given therefor, which had