

inflict reasonable punishment; and that, assuming the first and second findings were correct, the jury would be justified in finding a verdict for the defendant.

MUNICIPAL AUTHORITY—PLANS—WRONGFUL REFUSAL OF MUNICIPAL AUTHORITY TO APPROVE OF PLANS—MANDAMUS.

Davis v. Bromley (1908) 1 K.B. 170. This was an action by a builder to recover damages against a municipal body for wrongfully refusing to approve of plans of buildings submitted to them by the plaintiff. The plaintiff contended that the plans in all respects were in accordance with the defendant's by-laws, but that the defendants in consequence of a feeling created by previous litigation between the plaintiff and defendants, had wrongfully refused to approve of the plans. The case was tried before Lawrance, J., who non-suited the plaintiff and his judgment was approved of by the Court of Appeal (Williams, L.J., and Barnes, P.P.D., and Bigham, J.) that Court holding that the plaintiff's remedy was by motion for a mandamus.

GIFT BY HUSBAND TO WIFE—FRAUD ON CREDITORS—SET-OFF BY WIFE OF DEBT DUE BY HUSBAND.

Lister v. Hooson (1908) 1 K.B. 174, though a case arising in bankruptcy, deserves attention. The bankrupt made a voluntary gift of £250 to his wife which was set aside on the application of the trustee in bankruptcy, and the wife was ordered to refund the money. She claimed to set-off a debt of £250 due to her by her husband, and Graham, J., held that she was entitled to do this; but the Court of Appeal (Williams, Moulton and Buckley, L.JJ.) held that the £250 claimed in respect of the voluntary settlement was not a debt due to the bankrupt from his wife, and therefore she had no right of set-off. Moulton, L.J., however, dissented from this conclusion. But the gift being void as against creditors, it would have been equally void as a preferential payment, and it would have been a curious result if it could have been retained on the ground of set-off.

VOLUNTEER—COMMANDING OFFICER—GOODS SUPPLIED TO VOLUNTEER REGIMENT ON CREDIT OF COMMANDING OFFICER—LIABILITY ON CONTRACT.

Samuel v. Whetherly (1908) 1 K.B. 184. In this case the decision of Walton, J., (1907) 1 K.B. 709 (noted ante, vol. 43, p. 446) to the effect that where a commanding officer of a vol-