his opinion that a certain course of conduct would be proper, but if the attorney advises his client to do an illegal act, and if the client be guilty of contempt, the attorney is likewise guilty.

CONTRACTS—FRAUDULENT REPRESENTATIONS.

Holcomb & Jones Mfg. Co. v. Jones. Supreme Court of Oklahoma, September 1924. 228 Pacific Reporter 968.

Plaintiffs sue on a note given by defendant in payment for one pop-corn machine of plaintiff's manufacture. The defense is that the vendor in violation of agreement to sell defendant the only machine in Homing, Okla., made another sale the same day, and that the town of Homing is too small to support two pop-corn machines. No proof of plaintiff's bad faith is given, nor does the defendant offer to restore the machine, nor expressly to abide by the terms of the contract and sue for damages.

The court held, that the party defrauded must elect between recession or affirmance—if the former, the statutes require restoration of everything, and his failure so to do is fatal to his cause of action.

Either one, but not both recession and affirmance can be available to a defrauded party.

Such an alleged fraudulent representation as here presented cannot be treated as part of the contract but only grounds for awarding liability thereunder. A reccgnition of the terms of the contract amounts to a waiver of the right of recession, but not of the right to damages for the fraud. The making of a new aggreement was held to amount to a waiver of the fraud involved in the original one.

Unless obvious, the question of a waiver is one for the jury.

Judgment was here given for the plaintiff on the note.

EVIDENCE—CARE REQUIRED OF A DENTIST IN EXTRACTING TEETH —ADMISSABILITY OF PATIENT'S TESTIMONY REGARDING HER DISLOCATED JAW.

Hill vs. Jackson, 265 S. W. 859.

This is a malpractice suit in which plaintiff alleges that defendant, a dentist, while treating her for pyorrhea negligently dislocated her jaw. The lower court had held that expert testimony was necessary to show that plaintiff's jaw was dislocated. This was reversed on appeal, the appellate

court saying that when a person goes to a dentist to have a tooth pulled, the dentist breaking the tooth while extracting it, and the person at once feeling a severe pain and being unable to close her mouth, it does not take the opinion of an expert to decide whether or not her jaw is dislocated. The court held that the plaintiff could not recover, as she had totally failed to prove any negligence on the part of defendant, as he used proper methods when extracting her teeth, and also since a dislocated jaw could very easily occur from other sources.

INJUNCTION—ATTORNEY OF CORPORATION GUILTY OF CONTEMPT FOR VIOLATION OF INJUNCTION.—NO DEFENSE THAT OTHERS VIOLATED INJUNCTION.

McFarland et al v. Superior Court, 228 Pac. (Calif.) 1033.

This case came to the Supreme Court on certiorari, and for review as to whether petitioners, the officers and attorney of the Tranquility Irrigation District were guilty of contempt of court for the violation of an injunction issued by respondent in a proceeding instituted therein.

This injunction gave the San Joaquin and King's Canal and Irrigation Co. the right to take 1360 cubic feet of water per second out of the San Joaquin River and also enjoined the petitioners from taking any water from the above river, until the Irrigation and Canal Co. had taken 1360 cubic feet of water per second from the river into the head of its canals. This injunction was not observed, and the petitioners continued to take out water, thus violating the injunction. This was due to their attorney telling them that the injunction was "no good" and that he could easily have it set aside, and also that other companies were violating it.

The Court held that the attorney should be adjudged guilty of contempt, as an injunction binding on a corporation incleudes all its officers, agents and employees who are cognizant of the decree; and also that in contempt proceedings in violation of an injunction against a corporation, it was no defense that others were guilty of the same offense.

INSURANCE—INSURER AGAINST FIRE NOT LIABLE TO INSURED FOR DAMAGES CAUSED BY CONCUSSION FROM EXPLOSION IN ADJACENT BUILDING.

Exchange Bank vs. Iowa State Ins. Co., 265 S. W. 855.

This is a suit on a fire insurance policy, wherein defendant agreed to insure plaintiff's building. One of the stipulations was that defendant should