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

not be liable for any damage caused by an explosion unless fire should ensue from it.

While this policy was in effect, an explosion occurred in a structure which was some eighty feet from plaintiff's building. A fire preceded this explosion, and due to severe wind sparks were blown on the roof of plaintiff's building, causing a damage of $10. The principal damage to plaintiff's building was caused by concussion due to the explosion in the other building, and plaintiff seeks to recover for this damage.

The court held that this class of risk was not within the reasonable intendment of the parties when they made the contract, and as a result they did not contemplate that the policy should cover a loss arising from the concussion of air produced by the explosion on the premises of other persons than the insured, regardless of whether the explosion was preceded by fire. Plaintiff was given judgment for $10, the amount of the fire alone.

INTOXICATING LIQUORS—MERE POSSESSION OF JAMAICA GINGER NOT UNLAWFUL.

*Young vs. State*, 102 So. 161.

Appellant was convicted of having intoxicating liquors upon his premises. When his saloon was searched a certain quantity of Jamaica ginger was seized by the sheriff. Subsequently he was convicted for the possession of the above. The court held that it was necessary for the state to prove, first, that the defendant sold the article, second, that the compound was intoxicating, and, third, that it was sold by the defendant as a spiritous beverage and not as a medicine. The state having failed to prove the above, and the fact that Jamaica ginger is primarily used as a medicine, its possession cannot be unlawful per se.

MASTER AND SERVANT—SPECIAL EMPLOYER OF AIRPLANE PILOT FURNISHED BY GENERAL EMPLOYER HELD LIABLE FOR INJURIES TO PILOT.

*Famous Players-Lasky Corporation vs. Industrial Accident Commission of California*, 228 Pac. 5.

The Famous Players-Lasky Corporation while engaged in the filming of a moving picture, acquired from the Williams Bros. Aircraft Corporation the use of one of their airplanes to be piloted by one of the latter's employees. While flying at a low level, due to plaintiff's orders, the pilot was injured. The court held that he could recover compensation from the plaintiff, as the Williams Corporation gave the pilot no other direction than that he should