

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 includes 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