with a third person, he must show that the defendant, at the time he made his contract with the plaintiff, knew of that contract, and contracted on the terms of being liable if he forced the plaintiff to a breach of that contract." This concludes the cases in the Queen's Bench Division.

NOTICE BY TELEGRAM OF THE ISSUE OF PROCESS—CONTEMPT.

The only case in the Probate Division which calls for any notice is that of *The Seraglio*, 10 P. D. 120, in which notice of the issue of a warrant of arrest against a ship was sent by telegram by the Marshal to his substitute at an out-post, and by the latter communicated to the master of the ship who disregarded it, and by direction of the owner left the port. Sir James Hannen says: "I have only to deal with this matter as a contempt of Court. There is no doubt about the proper way of serving a warrant of arrest, but equally also no doubt as to the way in which notice of its issue may be communicated. It has been done in the present case precisely in the manner in which notice of an order for an injunction is transmitted in the Chancery Division, namely, by telegraph. In that Division, though a formal injunction is no doubt obtained by the party, yet the means of communication by telegraph having become more rapid it is employed by the Court. Everyone knows that in matters of business he cannot with safety disregard a notice given by telegraph, so also it must be understood that a litigant cannot disregard a notice sent to him by telegraph by an officer of the Court. This is so, even if there were reason to doubt the authenticity of the telegram, though then inquiry should be made. But in this case nothing can be more flagrant than the conduct of the owner of *The Seraglio*, who appears to have very distinctly pursued this line of conduct in order to test the law."

ASSIGNMENT OF LEASE—RIGHT OF ASSIGNOR TO INDEMNITY—EFFECT OF SUBSEQUENT PURCHASE OF REVERSION BY ASSIGNOR.

The first case in the July number of the Chancery Division is that of *Re Russell*, *Russell* v. *Shoolbred*, 29 Ch. D. 254, which involves a somewhat intricate question as to the relative rights of the assignor and assignee of a lease, where the assignor after the assignment purchases the reversion and also the lease. The facts of the case are somewhat complicated. It may suffice to say, however, that H. and R. being lessees of four houses held under four different leases, H., in 1866, assigned all his interest to his co-lessee, R., the latter giving the usual covenant to indemnify H. against future liability on the covenants in the leases. The rent fell in arrear and H. was sued for, and paid it. Subsequently, in 1883, H. obtained an assignment of the reversion and also an assignment of the leases to R. which had in the meantime passed into other hands, and gave a covenant to indemnify his assignors against future accruing rent. In the present action H. claimed to recover against R.'s estate the rent which he had paid subsequent to his assignment to R., and also the rent which had accrued while he was the owner of the reversion, prior to his obtaining an assignment of the leases under which R. held, and it was held by the Court of Appeal, on appeal from Kay, J., that he was entitled to succeed, and it was held that the right was not defeated by his covenant to indemnify the assignor from whom he acquired R.'s leases, as that only extended to rents thereafter accruing. Nor was it defeated on the ground that the right of R.'s representatives, if they paid the rent, to recover it from the owner of the leases for the time being was interfered with by the assignment of R.'s leases to H., because the latter assignment could not take away any right of action which R.'s representatives