

CONTEMPT OF COURT—CONTEMPT BY LIMITED COMPANY—PUNISHMENT OF CONTEMPT—FINE.

*The King v. Hammond* (1914), 2 K.B. 866. This was an application against two limited companies and the managing directors for an attachment for contempt of court in printing and publishing comments calculated to prejudice the fair trial of a certain indictment at the Central Criminal Court. It was contended on the part of the companies that the motion was misconceived because an attachment cannot issue against a limited company; but the Divisional Court (Darling, Avory, and Rowlatt, JJ.) held that notwithstanding the form of the application it was competent for the court to punish the contempt in question by inflicting a fine on the companies, which was accordingly done.

LOTTERY—PRIZE COMPETITION—EXERCISE OF SKILL—LOTTERIES ACT, 1823 (4 GEO. IV. c. 60), s. 41—(R.S.C. c. 146, s. 236).

*Scott v. Director of Public Prosecutions* (1914) 2 K.B. 868. This was a case stated by a justice, an information was laid under the Lotteries Act, 1823 (4 Geo. IV. c. 60), against the appellant Scott for breach of the Act. The appellant was the publisher of a newspaper in which he advertised a competition called Bounties. A list of forty-two words was given and competitors were to choose any of these words, and opposite the word chosen were to write two or three other words bearing on the meaning of the word chosen, and each of the two or three words must begin with one of the letters in the word chosen and the same letter might not be used twice unless it also appeared twice in the word chosen. The question was whether this was a lottery within the meaning of the Act and the Divisional Court (Lush, Atkin and Channell, JJ.) held that it was not because the competition called for the exercise of skill on the part of the competitors, and there was no evidence that the number of competitors was so large as to make it impossible for the sentences to be considered on their merits, and they, therefore, concluded that the competition was not one the result of which depended entirely on chance. See R.S.C. c. 146, s. 236.

MORTGAGE OF BOOK DEBTS -- CHOSE IN ACTION -- ASSIGNMENT -- NOTICE OF ASSIGNMENT—"ORDER AND DISPOSITION."

*In re Neal* (1914) 2 K.B. 910, although a bankruptcy case deserves a brief mention for the fact that it is determined by