

tor corporation on the policy. The guarantor corporation could not, of course, say that the debenture-holder had broken the condition by assenting to a modification of the contract, because he had done nothing. The position they took up (ingeniously enough) was that there had been no default; and as between the debenture-holder and the company that contention would have been good, but as between the debenture-holder and the guarantor corporation the debtors had clearly made default within the terms of the policy—so Mr. Justice Charles held. It is just such contingencies as these, indeed, that a guarantee policy is taken out to meet—to insure the debenture-holder getting his money at the stipulated date. The insurers cannot complain. They get their premiums and the salvage—that is, they are surrogated to all the rights of the debenture-holder—and they must take the burden with the benefit.—*Law Journal (London)*.

INJUNCTIONS AND CONTEMPT OF COURT.

When will people begin to learn that trifling with an injunction is an expensive and dangerous form of amusement? At the best they will have to pay costs; and they run no small risk in addition of finding themselves in Holloway. It is quite a mistaken notion to suppose that a man can safely disregard an injunction because he is not a party to the action in which it was granted, or because he is not expressly named in the order or otherwise included in it. He need not have been present when the injunction was made, or have seen the order itself or a copy of it; as long as he knows of its effect, he disobeys it at his peril. For, as appears from the recent decision of the Court of Appeal in *Seaward v. Paterson*, when a man is committed on the ground that he has aided and abetted some one else in a breach of an injunction, the jurisdiction arises from the fact that it is not for the public benefit that the course of justice should be obstructed. Moreover, such a man is clearly guilty of contempt. One of the leading cases on the subject is *Lord Wellesley v. The Earl of Mornington*, 11 Beav. 180, which, curiously enough, does not seem to be noticed in Mr. Oswald's Treatise on "Contempt of Court." There Lord Mornington having been restrained from cutting timber by an injunction which did not extend to his servants and agents, one Batley, his agent, cut timber in breach of the injunction; and Lord Langdale held that Batley might be committed