

United States Decisions.

CORPORATIONS.—**Authority of General Manager:** In the absence of proof as to the nature of services or powers of a corporation employee designated "General Manager," the words would simply import that he is a general executive officer for all the ordinary business of the corporation. An authority to purchase an automobile cannot be presumed. *Studebaker Bros. Co. v. R. M. Rose Co.*, 119 N.Y. Supp. 970.—**Duress:** Proof that the president of a corporation permitted it to execute a contract because of threats of the adverse party to criminally prosecute him and others for swindling unless the contract was executed, established a case of duress. *International Land Co. v. Parmer*, Tex. 123 S.W. 196.—**Liability of Officers:** While the vice-president of a corporation would be personally liable for injury to another caused by his actual fraud, such agent is not liable to third persons for negligence or nonfeasance. *Ray County Sav. Bank v. Hutton*, Mo. 123 S.W. 47.—**Sale of Corporate Stock:** Where a seller of corporate stock agreed unconditionally to sell it for the buyer within a year, so as to net her a certain amount, a tender of the stock to the seller for sale was unnecessary.—*Aken v. Clark*, Iowa 123 N.W. 379.

COPYRIGHTS.—**Assignment:** An assignee's copyright of certain cartoons entitled "Buster Brown" did not give to the assignee the exclusive right to the use of the title.—*Outcault v. Lomar*, 119 N.Y. Supp. 930.

FIRE POLICY.—**Exceptions in Policy:** Where a fire policy contained an exception that the company would not be liable for loss caused by explosion of any kind unless fire ensues and in that event for the damage by fire only, a loss occurring solely from an explosion, not by a preceding fire or by an explosion which occurred from the contact of escaping natural gas with a lighted match, held within the exceptions of the policy.—*Stephens v. Fire Ass'n of Philadelphia*, Mo. 123 S.W. 63.

FIXTURES.—**Fences:** If a fence on a farm appeared to be a permanent one, a purchaser of the farm was entitled thereto, though it was erected by a tenant under an agreement with a former owner that he might remove it at the end of the term, unless the purchaser had actual notice of such agreement.—*Esther v. Burke*, Mo. 123 S.W. 72.