UNITED STATES DECISIONS.

NEGLIGENCE.—The owner of a team in charge of a driver is held, in *Perlstein* v. *American Express Company* (Mass.), 52 L. R. A. 959, not to be liable for injuries caused by its collision with another on the highway, if at the time the driver has departed from the prescribed route for some purpose of his own.

RESEMBLANCE AS EVIDENCE OF RELATIONSHIP.—The exhibition of the jury, on a prosecution for bastardy, of a child nine months old for the purpose of showing its resemblance to the defendant, is held, in *State ex rel. Scott* v. *Harvey* (Iowa) 52 L.R.A. 500, to be error. With this case there is a note reviewing the authorities on the question of resemblance as evidence of relationship.

ABUTTING OWNER—COMPENSATION.—The occupation of a sidewalk with a trench and pipes for a conduit for telephone wires is held, in *Coburn* v. *New Telephone Co.* (Ind.) 52 L.R.A. 671, not to be an additional burden upon the fee, which entitles the abutting owner to compensation, although it is laid so close to the line of the abutting property as to interfere with the intended areas under the walk.

EXPULSION FROM CAR.—Recovery for injuries received by a passenger in resisting forcible ejection from a street car for refusing to pay fare or leave the car is denied, in *Kiley* v. *Chicago City R. Co.* (Ill.) 52 L.R.A. 626, although he tenders a transfer from another line, which should be valid, but is not, because of a mistake of the conductor from whom it was received, where no more force is used than is reasonably necessary to effect the expulsion.

COMPANY—MANAGER AND DIRECTOR.—The general manager of a corporation, who is also director, is held in *Bassett* v. *Fairchild* (Cal.) 52 L.R.A. 611, to have a legal claim for the value of his services, although there has been no resolution of the board of directors or any express contract fixing his compensation, where he devotes his entire time to the business, and his duties are numerous and onerous, and not such as pertain to his office as director.

BOOKS OF ACCOUNT AS EVIDENCE.—Books of a defendant sued for produce consigned to him, constituting the only ones kept by him, the entries in which were honestly made in the due course of business at the time the transactions occurred, and containing both debit and credit entries are held, in *Post* v. *Kenerson* (Vt.) 52 L.R.A. 552, to be admissible to show the acceptance of drafts more than sufficient in amount to balance the account. A very extensive note to these cases collates the authorities on the question of a party's books of account as evidence in his own favour.