

United States Decisions.

RAILWAYS.—A father paying full fare is held, in *Whitney v. Pere Marquette Ry. Co.* (Mich.), 1 L.R.A. (N.S.) 352, to be entitled to recover for loss of articles of his infant child, packed and carried with his baggage although the child paid no fare.

AUTOMOBILES.—The driver of an automobile, upon meeting upon the highway a horse which is frightened and in such a situation that its driver cannot extricate himself from danger unless the machine is stopped, is held, in *Indiana Springs Co. v. Brown* (Ind.), 1 L.R.A. (N.S.) 238, to be bound to stop, and to be liable for injuries inflicted by his failure so to do. An extensive note to these cases covers the whole subject of the law governing automobiles.

LOST PROPERTY.—Property hidden in the earth near a marked tree is held in *Ferguson v. Ray* (Or.), 1 L.R.A. (N.S.) 477, not to have been lost, so as to vest title in the finder as against the owner of the soil, although it had remained so long as to indicate that the owner was dead or had forgotten it.

CONTRACTS.—A written contract, signed by both parties, appointing plaintiffs' defendant's exclusive agents to sell the latter's product, is held, in *Emerson v. Pacific Coast & N. Packing Co.* (Minn.), 1 L.R.A. (N.S.) 445, not to be wanting in mutuality so as to prevent an action for damages for its breach.

The general rule requiring a party seeking to rescind a contract for non-performance by the other to restore or tender back what has been received from the latter, is held, in *Timmerman v. Stanley* (Ga.), 1 L.R.A. (N.S.) 379, not to apply where one party agreed to teach another a certain thing, and, after beginning the course of instruction refused to proceed further.

ACCIDENT INSURANCE.—An injury to the hand, superinduced by numbness resulting from using it as a head-rest during sleep, is held, in *Aetna L. Ins. Co. v. Fitzgerald* (Ind.), 1 L.R.A. (N.S.) 422, to be covered by insurance against injuries through external and accidental means.

TIME.—The word "noon," used to denote the beginning and termination of the risk under an insurance policy, is held, in *Rochester German Ins. Co. v. Peaslee-Gauldert Co.* (Ky.), 1 L.R.A. (N.S.) 364, to be properly interpreted to be standard, and not sun, time, where the use of the former system of reckoning time has been the prevailing custom in the community for a long period.