

United States Decisions.

SALES.—Executed Contract: Where it does not appear that goods shipped were not consigned to shipper's order, nor that the buyer received the goods from the carrier, an executed contract of sale is not shewn.—*American Jobbing Ass'n v. Wesson*, Ark. 122 S.W. 664.

CAL. JERS.—Act of God: A snowstorm, which obstructed defendant's yard, held an "act of God," so as to relieve defendant from liability for non-delivery of the passengers.—*Cormack v. New York, N.H. & H.R. Co.*, N.Y. 90 N.E. 56.

COMPROMISE AND SETTLEMENT.—Consideration: Where a right is disputed and a compromise ensues, the compromise is supported by a sufficient consideration, and it will not be disturbed on it subsequently appearing that one of the parties thereto had no right in law.—*Wood v. Kansas City Home Telephone Co.*, Mo. 123 S.W. 6.

CONTRACTS.—Completion of Building: Where building material was furnished under a contract providing for payment of the price on completion of the building, the price was recoverable on the owner's failure to complete the work within a reasonable time.—*De Long v. Zeto*, 119 N.Y. Supp. 765.

CRIMINAL LAW.—Threat of Perjury Prosecution: That witnesses were told that the district attorney had said he would prosecute for perjury if they did not tell the truth, held not ground to set aside a conviction.—*State v. Williams*, La. 50 So. 711.

DAMAGES.—Excessive Verdict: A verdict for \$4,750 for injury to a telephone lineman by which he permanently lost the use of his right arm, underwent several operations, suffered much pain, and was confined to the hospital for a considerable time, held not excessive.—*Clark v. Johnson County Telephone Co.*, Iowa 123 N.W. 327.

EXPLOSIVES.—Care Required: The degree of care required of persons using such dangerous instrumentalities as dynamite in their business is of the highest, and what might be reasonable care in respect to grown persons of experience would be negligence as applied to children.—*Wood v. McCabe & Co.*, N.C. 66 S.E. 433.