v. *Atlantic City R. Co.* (N.J.), 50 L.R.A. 862, not to render the company liable for an injury thus caused to the driver of the team.

TRADEMARK.—The name "perfection" as the name of a mattress is held, in *Kyle* v. *Perfection Mattress Co.* (Ala.), 50 L.R.A. 628, to be a valid trademark as a fanciful name.

ELECTRICAL LAW.—Failure to insulate electric light wires over a street at and above the point where they are fastened to a wooden awning is held, in *Brush Electric Light & Power Co.* v. *Lefevre* (Tex.), 49 L.R.A. 771, not to create any liability for the death of a person who got upon the awning and attempted to raise the wires in order to permit a house to be moved under them.

NEGLIGENCE.—Going into a trench in a city street, filled with deadly gas, to rescue a boy who has been overcome therein by the gas while after a ball, is held, in *Corbin* v. *Philadelphia* (Pa.), 49 L.R.A. 715, not to be such negligence as will relieve the city from liability for the death of the person who attempts the rescue of the boy. This case is annotated by the authorities on voluntarily incurring danger to save the life of another person.

COMPANY LAW.—The power of a president of a corporation to bind it by contracts which, as appears by the note to *Waite* v. *Nashua Armory Association* (N.H.), 14 L.R.A. 356, exists by implication only so far as the custom or course of business of the company creates it, is held, in *Wells, Fargo & Co.* v. *Enright* (Cal.), 49 L.R.A. 647, to exist in the president of a bank with respect to a contract waiving the defense of the statute of limitations, where he was the general manager and allowed to act according to his judgment, under a by-law giving him general supervision of the business.

BICYCLE LAW.—On the subject of bicycle law, which was fully treated in a note in 47 L.R.A. 289, the case of *Foote* v. *American Product Co.* (Pa.), 49 L.R.A. 764, holds that a bicycle rider turning a corner on the right side of the street in accordance with a rule fixed by the ordinance, is not required to keep out of the way of a heavily laden waggon which he meets, unless some apparent necessity is shewn therefor.

BILLS AND NOTES.—The doctrine that the word "trustee" added to the name of the payee of a note does not destroy its negotiability is declared in the case of *Central State Bank* v. *Spurlin* (Iowa), 49 L.R.A. 661, and this is in harmony with the other authorities, as shewn by the note to *Fox* v. *Citizens' Banking & T. Co.* (*Tenn.*), 35 L.R.A. 678.

FRAUDS.—A penal ordinance prohibiting any coloured netting or other material that has a tendency to conceal the true colour or quality of the goods to be used for covering packages of fruit is held, in *Frost* v. *Chicago* (Ill.), 49 L.R.A. 657, to be a vexatious and unreasonable interference with and restriction upon the rights of dealers in fruit, and therefore void when based only on the general police powers of the city.