the wise discretion of the State's police power, and was not class legislation. *Phillips v. Innes*, Clark F. 244; *State* v. *Frederick*, 45 Ark. 347; *Orient Ins. Co.* v. *Daggs*, 172 U. S. 557.

DAMAGES—TORTS—INTEREST ON LOSS—RECOVERY—N. Y., N. H. & H. R. R. Co. v. ANSONIA LAND & WATER Co., 46 Atl. Rep. 157 (Conn.).—Owing to negligence of defendant a section of railroad track was washed away, thus necessitating an expenditure by plaintiff of a sum A for repairs and a sum B for transfers meanwhile. The defendant might have known the amount of A at the time of the injury. In an action to recover interest for delay in settlement was allowed on A from date of accident; and also interest on B from the date the amount became known to defendant. *Held*, no error.

Whenever one has knowledge or means of knowledge as to the amount of damage another has suffered by his fault, there is an obligation of prompt compensation resting on him, and the sufferer is not bound to inform him, unasked, as to the amount of his loss, Under such circumstances if a suit has to be brought, damages for the delay may be added. *Parrott* v. *R. R. Co.*, 47 Conn. 575; *Hubbard* v. *R. R. Co.*, 70 Conn. 563. As B, the cost of transferring passengers and mail, was not a sum definitely ascertainable until the bill of particulars was filed, after that date damages for the delay were allowable. *Tighlman* v. *Proctor*, 125 U. S. 136; *New Haven Steam Saw Co.* v. *City of New Haven*, 72 Conn. 276, 287. Not only was the granting of the interest a proper exercise of discretionary power by the court, but the plaintiff had a right to such allowances.

EVIDENCE—ORAL TESTIMONY—WRITTEN AGREEMENT—DRYER v. SECURITY FIRE INS. Co., 82 N. W. Rep. 494 (Ia.).—Where the owner of personal property, being unable to read, was told by an insurance agent that he could move his property after taking out insurance without loosing his protection, but the written agreement in the policy forbade such removal. *Held*, the oral evidence admissible to vary the terms of the written agreement.

We have found no precedent with facts identical with those of the present case; similar decisions have been made, but the statements admitted to vary the terms of the written policy were contained in the application. The present case in admitting the verbal declarations of the agent for that purpose seems clearly a departure. *McComb* v. *Ins. Co.*, 83 Iowa 247; *Stone* v. *Ins. Co.*, 28 N. W. 47.

INTERSTATE COMMERCE—STATE REGULATION—CLEVELAND, CINCINNATI, CHICAGO & ST. L. R. R. v. ILLINOIS, 20 Supt. Ct., Rep. 723.—The State of Illinois passed a statute providing that all passenger trains should stop a sufficient length of time at the railroad stations of country seats to receive and let off passengers with safety. The railroad alleged that local traffic was already adequately provided for and such a requirement hampered their through trains. *Held*, it did constitute such a burden; that after local requirements have been satisfied, railroads have the legal right to adopt special provisions for through traffic, interference with which is unreasonable.

This case is a good illustration of what is and what is not a direct burden upon interstate commerce. The prior cases are collated and this seems to be in conformity with them.

INSURANCE—KNOWLEDGE OF AGENT—NORTHERN ASSUR. CO. OF LONDON v. GRAND VIEW BLDG. ASSOC., 101 Fed. 77—When an insurance company issues a policy containing a condition that it shall be void if there is other insurance on the property without consent of the company and unindorsed on the policy, and the agent who issues it knew of the existence of the other insurance but did not indorse it. *Held*, such knowledge estopped company from enforcing the condition.