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## Mines and Minerals--Oil and Gas--Forfeiture of Lease for breach of Covenant

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Virginia Public Service Commission fixed the rate at which the electricity, while still in the course of interstate transmission, might be sold directly to consumers. Congress had not acted in regard to such commerce. *Held*, that the rate regulation did not violate the interstate commerce clause of the Federal Constitution. *Mill Creek Coal & Coke Co. v. Public Service Commission*, 100 S. E. 557 (W. Va. 1919).

For a discussion of this case, see NOTES, p. 180.

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MINES AND MINERALS—OIL AND GAS—FORFEITURE OF LEASE FOR BREACH OF COVENANT.—In an oil and gas lease the lessees covenanted to complete a well within sixty days or pay fifteen dollars per month in advance for each month such completion was unavoidably delayed. At the end of sixty days, no well having been started, the lessor served notice that the lease was forfeited for breach of the covenant and sued to cancel it. The lower court found that the lessees had not been unavoidably delayed and canceled the lease. The defendant appealed. *Held*, the judgment should be affirmed. *Waters v. Hatfield*, 190 Pac. 599 (Kan. 1920).

For discussion of this case, see NOTES, p. 190.

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PROCESS—SERVICE UPON CORPORATIONS—PLACE OF SERVICE.—A return of service of process upon a foreign corporation failed to state that the agent of the corporation served resided in the county in which he was served. *Held*, the service was invalid. *Leiter v. American-La France Fire Engine Co.*, 104 S. E. 56 (W. Va. 1920).

For a discussion of this case, see NOTES, p. 186.