COURTS—INJUNCTION AGAINST USE OF AIR BY RADIO.—There was an agreement between the State Marketing Commissioner who operates Radio Broadcasting Station W O S, and plaintiff who operates Radio Broadcasting Station K L D S on same wave length, to have a division of hours for broadcasting so as not to interfere with each other, which was broken by the defendant. Suit in equity to enjoin defendant from further interfering. *Held,* that federal courts have jurisdiction, and that the observance of a condition in a radio license is enforceable by injunction. *Carmichael v. Anderson,* 14 Fed. (2d) 166.

This decision brings up the very interesting question of who has a right to the use of the air. In cases where the broadcasting station has power to transmit messages from one state to another, the federal courts have jurisdiction as to agreements to broadcast, and licenses, under U. S. Comp. Stat., sec. 10100. And while the Secretary of Commerce, by U. S. Comp. Stat., sec. 10101, may grant licenses only in accordance with the provisions of the legislative act, still he may issue licenses with restrictions which the parties interested may agree upon. *Carmichael v. Anderson, supra.* 24 Op. Atty. Gen. 100 states, "The transmission of messages by wireless telegraphy is commerce, and the power of the United States to regulate commerce and to preserve the territorial integrity of this country does not depend upon the means employed, but the end attained." This clearly indicates an intention to make some stand toward regulating the use of the air so that there will be no undue congestion.

This proposition as to the right of way of the air has been very little litigated. The only questions which the courts have so far decided are those having to do with copyright infringements, *Remick v. Automobile Accessories Co.,* 5 Fed. (2d) 411; *Witmark v. Bamberger Co.,* 291 Fed. 776; and those having to do with municipally owned stations, *Fletcher v. Hylan,* 211 N. Y. S. 397, deciding that municipal corporations may own broadcasting stations. C. H. L. '28.

DAMAGES—INTEREST—RIGHTS AND LIABILITIES IN GENERAL—DEMANDS NOT LIQUIDATED—Plaintiff, Olson, was employed by defendants to procure coal leases for them and as a result of his efforts, defendants were able to secure leases on about 6,000 acres of land and paid plaintiff $7,000, this amount to apply on the cost of his services. There being no express contract for compensation, this suit is one on a *quantum meruit* to recover the claimed balance due for said services. *Held,* that in an action for services rendered, plaintiff is entitled to interest from the time of completion of services on the amount found to be due him, although such amount was previously in dispute. *Olson v. Shuler et al.,* (Iowa 1926) 210 N. W. 453.

An unliquidated claim with reference to the allowance of interest, has been defined as one which is undetermined as to certainty of amount. At common law, the rule was that interest was not recoverable upon unliquidated demands but was allowable only after such demands shall have become merged in a judgment, *Proctor & Gamble Co. v. Emerman,* 191 Ill. App. 530. The reason, of course, was that the defendant did not know what sum was due and hence could not discharge his debt, until the amount of same was rendered certain, as by a judgment, *Lowell v. Shortbill,* 103 Kan. 904, 176 P. 647. This rule has been modified by modern decisions so that interest is allowed even in the case of unliquidated demands when the amount is readily ascertainable by mere computation or by reference to existing, well established market values, *Cox v. McLaughlin,* 76 Cal. 60, 18 P. 100; or when the failure to determine on a fixed amount was through the defendant's fault, *McMahon v. N. Y. etc. Ry. Co.,* 20 N. Y. 463. This rule as modified has found frequent application in cases of unliquidated demands for service rendered, *Cox v. McLaughlin,* 76 Cal. 60, 18 P. 100. In some jurisdictions, interest is allowed from the date of the writ starting the proceedings, *Brewer v. Inhabitants of Tyringham,* 12 Pick. (Mass.)