221. Coe v. Armour Fertilizer Works, 237 U.S. 413 (1915).

Florida statute denied due process insofar as it provided, after execution against a corporation had been returned "no property," a second execution to issue against a stockholder for the same debt to be enforced against his property to the extent of any unpaid subscription owing on his stock and without notice to such stockholder.

222. Charleston & W. Car. Ry. v. Varnville Co., 237 U.S. 597 (1915).

A South Carolina law that imposed a penalty on carriers for their failure to adjust claims within 40 days imposed an invalid burden on interstate commerce and also was in conflict with the federal Carmack Amendment.

223. Atchison, T. & S. F. Ry. v. Vosburg, 238 U.S. 56 (1915).

The Kansas Reciprocal Demurrage Law of 1905, which allowed recovery of an attorney's fee by the shipper in case of delinquency by the carrier, but accorded the carrier no like privilege in case of delinquency on the part of the shipper, denied the carrier equal protection of the law.

224. Guinn v. United States, 238 U.S. 347 (1915).

An Oklahoma grandfather clause, in its 1910 constitution, exempting from a literacy requirement and automatically enfranchising all entitled to vote as of January 1, 1866, or who were descendants of those entitled to vote on the latter date, violated the Fifteenth Amendment's protection of Negroes from discriminatory denial of the right to vote based on race.

225. $Accord: Mayers\ v.\ Anderson,\ 238\ U.S.\ 368\ (1915),\ voiding\ a\ similar\ Maryland\ grandfather\ clause.$

226. Southwestern Tel. Co. v. Danaher, 238 U.S. 482 (1915).

An Arkansas statute was held to be unreasonable and to violate due process because, as enforced, it subjected a telephone company to a \$6,300 penalty for discriminatory refusal to serve when, pursuant to company regulations known to the state and uniformly enforced for economical collection of its approved rates, it suspended services to a delinquent and refused to resume services, while the delinquency remained unpaid, at the reduced rate afforded to those who paid the monthly service charge in advance.

227. Chicago, M. & St. P. R.R. v. Wisconsin, 238 U.S. 491 (1915).

A Wisconsin statute that compelled sleeping car companies, if an upper berth was not sold, to accord use of the space to the purchaser