

New Ratines! New Ratines! New Ratines!

Ratines are almost as scarce as hen's teeth. Seems as if the harder they are to get, the more they are in demand. It is important news that a lot of new Ratines are here. Plenty of the charming new shades—also, new blues and exceptionally handsome tans, in three pretty shades.

Thompson Belden & Co.
HOWARD AND SIXTEENTH STREETS

TWO-CENT PASSENGER FARE ACTS OF THREE STATES ARE UPHELD

(Continued from Page One.)

apply to the court for further action whenever it shall appear by reason of a change in circumstances the rates fixed by the state's acts are sufficient to yield reasonable compensation.

The suits were brought to restrain the enforcement of the freight rates and passenger fare acts of the state of Missouri passed in 1907.

There were eighteen suits in all, it was stated in a memorandum from the court.

Held Confiscatory by Lower Court.
"In eight of the suits it was stipulated in the court below that they should abide by the decision reached in other cases. Of the remaining ten, two were consolidated into one for purposes of trial, leaving nine suits, which were submitted to the court below. The court below enjoined the rates as being confiscatory.

"On the appeals in these nine suits, this court sustains the rates as to six companies, to-wit: The Chicago, Burlington & Quincy, the Atchison, Topeka & Santa Fe, the Kansas City Southern, the Missouri, Kansas & Texas, the Chicago, Rock Island & Pacific (including the St. Louis, Kansas & Colorado), and the St. Louis & San Francisco.

"In the case of those companies the decrees are reversed and the case remanded with instructions to dismiss the bills, respectively, without prejudice."

Under the stipulations in the court below, this stipulation upholding the Missouri law applied also to the St. Louis, Iron Mountain & Southern, the Wabash, the Chicago, Milwaukee & St. Paul and the Chicago & Alton.

"The court holds the rates to be confiscatory," advised the memorandum, to-wit: The St. Louis & Hannibal, the Kansas City, Clinton & Springfield and the Chicago Great Western.

Decrees Are Affirmed.
"In these three cases the decrees are affirmed, with the modification that the railroad commissioners and the attorney general of the state may apply to the court whenever it shall appear that by reason of a change in circumstances the rates fixed by the state are sufficient to yield reasonable compensation.

"The decision in the case of the Chicago Great Western company holding the rates to be confiscatory will also apply by virtue of the stipulations made below to the Quincy, Omaha & Kansas City Railroad company and the St. Joseph & Grand Island Railway company."

Taking up the Burlington case first, Justice Hughes pointed out that the assessment value had been multiplied by

three to reach a value for rates. He declared that if that basis were extended to the whole Burlington system, the value on which rates were to be based would exceed by \$15,000,000 the capitalization of the system.

Justice Hughes declared that the revenue basis adopted by the lower court to apportion the cost of interstate and intrastate business was too general, when actual tests could be made.

In the St. Louis & Hannibal, Justice Hughes said neither the experts for the railroads or for the state could find a basis on which the rates would be remunerative.

Kansas Oil Rate Law Void.
Because of a provision in the law arbitrarily fixing \$500 damages for each violation, the supreme court today annulled as unconstitutional the Kansas statute of 1905, which fixed the maximum rates for the transportation of oil by rail. The original clause was held to prevent railroads from testing whether the rates were confiscatory.

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This was in Sharp against South Omaha. While these decisions, "meaningful decisions of the supreme court of Nebraska, take a uniform view," said Justice Van Devanter, "of the power of the cities of the state and of the effect of their action in cases such as this, and show that the grant made by the ordinance of 1884 must be regarded as in perpetuity, they also show that such grants are deemed and held by that court to be ever subject to the full exertion of the police power of the state in respect of the rates to be charged, the mode of conducting the business, and the character and quality of the service rendered, and it is further held that the public nature of the grant explains and justifies it and that it is forfeitable for acts of abuse, abandonment or nonuse, but cannot be taken away or impaired arbitrarily."

The court then took up the question whether, in this particular case, it is limited to the distribution of electric current for lighting purposes or includes its distribution for power and heat.

"Generally speaking the practical interpretation of a contract by the parties to it for any considerable period of time before it comes to be the subject of controversy, is deemed of great, if not controlling influence. Whether in the exercise of an independent judgment, we should apply it to a franchise contract such as this one we need not consider. In Nebraska, according to the settled course of decisions in that jurisdiction, the rule is applicable to them."

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SECOND FIGHT WITH MOROS

Savages Driven from Mountain After All Night Battle.

SIX AMERICANS ARE KILLED

All Are Members of Companies of Philippine Scouts—Number of Dead Among the Moros Unknown.

MANILA, June 16.—Complete rout of the rebellious Moros on Mount Hagsas was accomplished by the American forces during the night with the loss of six men and seven wounded.

Reports of the engagement, reaching here by wireless from the island of Jolo are but meager. All of the Americans were members of the several companies of scouts. In the first advance upon the mountain last week when the Moros were nearly dislodged from their positions, six Americans were also killed. The number of dead among the Moros is not known.

Last night's battle began just before dark. The fighting was fierce, but the American advance was so determined that the Moros at last stole away and left the mountain clear. They are now at large and will be pursued ceaselessly.

Brigadier John J. Pershing, commanding the Department of Mindanao is leading the forces and is enthusiastic in his praise of the conduct of his men.

OMAHA LOSES SUIT AGAINST ELECTRIC LIGHT CORPORATION

(Continued from Page One.)

pany from furnishing or transmitting from said conduits or wires electricity to private persons or premises for heat or power purposes."

The court then took up the references of counsel for the Old Colony company with particular attention to decisions of the supreme court of Nebraska in all of which it had held that they seemed to be "an ample grant of power unqualified as to persons, methods of time to regulate the laying of mains, the sale and use of gas and the rate to be charged therefor."

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bert, who handled the case against the electric light company for the city, would find the case would fall on the question of whether the city had treated the franchise as including the right to sell electricity for power. Concerning the decision Judge Baker said:

"This means simply that the right of the company to sell power is to be read into the contract. We maintained that the company's franchise expired two or three years ago. Just how far this decision goes I cannot say until I have seen the opinion."

The city sought to show that the company had no right under its franchise to sell electricity for any other purpose except light. The decision that the franchise is a grant in perpetuity to the company surprised the city attorneys. Judge Baker said, facetiously:

"I am not, of course, responsible for the errors of the supreme court."

Mr. Nash Is Content.