does so pass then it is interstate commerce, regardless of whether the rails over which it moves be operated by one or many carriers.

"And when this commodity begins to move interstate commerce has begun, and interstate commerce it continues to be until it reaches its destination. If in such continuous line there be a road lying wholly within a county in a state, the carrier operating such road, in respect to the movement of that commodity, is engaged in interstate commerce, as clearly as if its line extended from the origin to the destination of the shipment, and is therefore as to such transportation subject to federal control. To adopt the views contended for by the defendant, namely, that congress may prescribe the rate which the shipment must pay for the movement from Whiting to Chappell, and from East St. Louis to St. Louis, and that the legislature of Illinois may prescribe the rate effective on the link connecting these two ends of the route traveled by the commodity would be to create a situation impossible in practice as it is illogical in theory.

As to Lawful Rate

"It was insisted by the defendant that the evidence did not show any common arrangement between the Chicago and Alton and the Chicago Terminal companies for a continuous carriage from Whiting to East St. Louis, as charged in the indictment. This evidence did show the filing and publication of a joint tariff schedule of the Chicago and Alton and Chicago Terminal companies, putting in force from Whiting to East St. Louis the eighteen cent rate, shown by the tariff twenty-four to be the Chicago-East St. Louis rate. Furthermore, these two companies maintained a joint agency at the intersection of their roads at Chappell for the transaction of the business of both at that point, which consisted largely of the Standard Oil traffic from Whiting to East St. Louis. In addition to this the evidence shows the movement of defendant's property by the Chicago Terminal company, that company not looking to the defendant for its compensation, but relying solely upon the Alton company therefor. The whole course of business from the publication and filing of the joint schedule to the payments of the freight charges conclusively shows that these two companies were operating under a common arrangement for the transportation of this property.

"The defendant also contends that inasmuch as the name Chappel does not appear on the schedules there was no lawful rate between Chappell and St. Louis. The evidence does show, however, that tariff twenty-four named the rate to East St. Louis from Chicago and suburban stations within the Chicago switching district, including the station immediately beyond Chappell from Chicago. Moreover, on the face of the Alton-Chicago Terminal joint schedule appeared the following: 'Agents are strictly prohibited from quoting or using a higher rate for a shorter than for a longer distance over the same line in the same direction, the shorter being entirely included within the longer distance.' This would seem to clearly exhibit the rate from Chappell. Certainly it would be ample, and to no extent misleading, notification to any shipper consulting the schedule in good faith to learn the lawful rate.

"The defendant claims that the evidence fails to sustain the charge in the indictment that the Alton company was engaged in the transportation of property from Chappell to St. Louis, and that it had published and filed tariff schedules showing the rate in force between said points to be nineteen and one-half cents. As before observed, the Alton company published and filed tariff twenty-four, showing a rate of eighteen cents from Chappell to East St. Louis. The evidence also shows that the Alton company procured copies of the tariff schedules of the St. Louis Terminal company, showing their rate to be one and one-half cents from East St. Louis to St. Louis, and filed these schedules in its own name with the interstate commerce commission, distributing the same to its freight agents, where they were kept for the use of the general shipping public. Having thus published and filed the rate covering the entire route, and having actually seen to it that the property reached its St. Louis destination, as its general charter powers authorized it to do, and as the defendant looked to it to do, and paid it for doing, the court is of the opinion that the evidence clearly shows that the Alton company was possessed of a railroad route from Chappell to St. Louis, over which it had established a rate for the transportation of oil as required by law.

"If a carrier enters the field for traffic destined to points beyond its line, and a shipper turns his property so destined over to it, such transportation is as clearly subject to the requirements of the interstate commerce law as would be the case if the carrier owned and operated the line through to destination.

"In the abscence of a formal agreement establishing a joint through rate effective over a through route made up of the connecting lines of more than one carrier, the lawful rate in force over such through route is the sum of the local rates lawfully established by the several connecting carriers over their respective roads.

Traffic Not Immun

"The Alton company and the St. Louis Terminal companies had no joint through agreement, as at their election under the law they might have had. However, it would be wholly inadmissible to hold that the interstate traffic handled by them was immune from federal regulation merely because of this omission.

"The defendant offered certain tariff schedules as tending to show that during the period covered by the indictment there was in force by the Chicago and Eastern Illinois railroad from Whiting to East St. Louis a rate on oil of six and one-half cents, which it was claimed, owing to certain terminal charges at East St. Louis, to which the Alton traffic was subjected, was equal to the six cent rate via the latter route. This evidence was offered to establish as absence of motive on the part of the defendant to accept an unlawful rate from the Alton, but was excluded by the court as not being admissible on the question of the defendant's guilt or innocence in accepting the unlawful rate from the Alton company, the court announcing that if it should subsequently appear that there was in force such open, published, filed rate via the Chicago and Eastern Illinois railroad available to the general public, the fact would be considered by the court in mitigation of the punishment. Motive is not material in a case where the proof is clear that it was defendant who committed the crime. Motive may be inquired into when necessary to determine the ultimate fact, when in dispute, as to who committed the crime. Schmidt vs. U. S., 133 Fed., 263.

(Continued on Page 14)

NOT A MARKER

Under the headline, "The Biggest Trust Yet," the Wall Street Journal says: "What a trust owner does not know and what a trust buster does know about trusts would make the biggest combination going."

But it isn't a marker compared with the size of the combination formed between what the republican party has done to the trusts and when the republican party will revise the tariff.

SPECIAL OFFER

Everyone who approves the work The Commoner is doing is invited to co-operate along the lines of the special subscription offer. According to the terms of this offer cards each good for one year's subscription to The Commoner will be furnished in lots of five at the rate of $3 per lot. This places the yearly subscription rate at 60 cents.

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If you believe the paper is doing a work that merits encouragement, fill out the above coupon and mail it to **The Commoner, Lincoln, Neb.**

United States and Japan

The following correspondence is self explanatory:

Tokio, June 5, 1907.—Mr. William J. Bryan. Dear Sir: I venture to think that the name of our paper, The Hochi Shimbun, is not a stranger to any person interested in Japan. The paper is Count Okuma's organ and has a circulation of a quarter million. Our readers take great interest in knowing the feelings and opinions entertained by eminent and distinguished persons in Christendom toward Japan and her people. We have already commenced to publish replies which had already been sent to us in response to our first appeal, which was very timidly made at that time. The readiness and promptitude with which our first appeal has been responded to, encourages us to make a second attempt on a larger scale. What we want is not mere complimentary expressions unsupported by sincerity. Frank, honest and straightforward expressions of opinion on things Japanese are exactly what we want. Any criticism made in a friendly spirit, will receive a hearty reception. I must not trespass too much on your valuable time and should not expect any extended elucidation of your ideas. A few words from your pen in response to our appeal and for publication in our paper will no doubt be very highly appreciated by the public here.

With a thousand apologies for our boldness to write you an appeal, but trusting you will have understood our motive in so doing as attributable solely to our sincere desire to open an occasion for effecting a better understanding of one another, I beg to remain.

Yours respectfully,
K. MINOURA.

P. S.—Autograph letter will be reproduced by photogravure like the inclosure herewith.

Lincoln, Neb, August 6, 1907.—Editor Hochi Shimbun, Tokio, Japan. My Dear Sir: Your favor at hand and I take pleasure in replying not only because of your paper's prominence but also because it is the organ of Count Okuma with whom I became acquainted while in Japan and whom I hold in high esteem.

Our people entertain a very friendly feeling for the people of Japan. The progress of your nation has been watched with pride and satisfaction—our interest being increased by the fact that our example has had some influence in inspiring your development. I see no reason why the two nations should not be mutually helpful and rejoice in each other's growth and prosperity. The inflamatory utterances attributed to some of your politicians have excited some resentment here, but I am sure that the sober judgment of both countries discountenances any thought of war. Neither government is likely to do anything of which the other can justly complain.

If any of your citizens residing here suffer injustice our courts are open to them, just as your courts are open to our citizens residing there. In matters of immigration each nation, of course, has and should exercise, the right to protect its own interests, and I am sure that neither nation will impose restrictions except when those restrictions are necessary.

Speaking as an American I am confident that such regulations as may be made by the United States concerning immigration will be made with a view to preserving amicable relations rather than with the thought of offending. It would be a mistaken kindness for either nation to permit immigration to such an extent as to raise a race question or to excite race animosities. Your nation has had experience enough in Korea and China to know that race prejudice is an element in human nature which can not be ignored. Animated by a desire to do justice and sincerely anxious to be on good terms with all the world our nation will meet Japan in a spirit of candor, and I have no doubt that such differences of opinion as may from time to time arise will be settled to the satisfaction of both nations through their diplomatic representatives.

Appreciating the courtesy you do me in submitting your enquiry I am with high regard

Very truly yours,
W. J. BRYAN.

A PERMANENT HAGUE COURT

The American delegates to The Hague conference have scored a victory in securing the adoption of their resolution providing for the establishment of a permanent court at The Hague. This is in the interest of peace.