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our customers claim for us and our groceries: That we offer the best of groceries at the lowest prices. They have confidence in our goods and know that we never misrepresent ourselves and that our stock of fine groceries is the purest and the most nutritious. Last, but not least, their grocery bill saves itself fully 25 per cent by their dealing with **Marr & Muir**. Our way of doing business is to treat every one fair and square and offer the very best in our store.

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This is the first time that this celebrated ware reached our town in such quantities; we therefore invite every housekeeper to pay us a visit and inspect this ware whether you intend to buy or not. The price is only a trifle higher, but in quality FAR AHEAD OF THE OLD WARE.

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We have just received, direct from the Eastern factory, a complete line of men's and boys' furnishing goods for fall and winter...

A Full Line of Shoes...

Have just been placed in stock and will be sold at rock bottom prices. Please give us a call and be convinced.

I have lately moved to Canfield Bldg. Main St.
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ANTI-TRUST LAW

Railroad People Hold Illegal and Will Have To Dissolve.

PORTO RICO IS OURS.

France and England Preparing for War—Cost of War—Trouble in the Peace Commission.

WASHINGTON, Oct. 24.—The United States supreme court today decided the Joint Traffic Association railroad case in favor of the United States and against the railroads.

The case was considered one of the most important that has ever come before the supreme court, not only to the railroads, but to the general public, because of the vast railroad properties represented by the traffic association. The association was formed November 19, 1895, by 31 railroads, representing the great trunk lines. The purpose of the association, as stated in the agreement, was to establish and maintain reasonable and just rates, fares and regulations of state and interstate traffic. A similar association on a smaller scale was formed among the Southwestern railroads, and known as the Trans-Missouri Association, and the supreme court, in a notable opinion, declared that this association was illegal.

Justice Peckham announced the decision today in the joint traffic case. He said the court could distinguish no difference between this and the trans-Missouri case decided a year ago. He said the only new point involved was as to the constitutionality of the anti-trust act. The court had reached the conclusion that as the railroad corporations performed a duty of semi-public character, it was within the constitutional power of congress to regulate them as provided by the anti-trust act.

The opinion, which was very brief, was concurred in by Chief Justice Fuller, and Justices Harlan, Brewer, Brown and Peckham. Justices Gray, Shiras and White dissented. Justice McKenda took no part in the case.

Under the decision today the decisions of the United States circuit court for the southern district of New York and the United States court of appeals, both of which were favorable to the Joint Traffic Association, are reversed.

Proceeding, the opinion says: "Has not congress, with regard to interstate commerce and in the course of regulating it, in the case of railroad companies, the power to say that no contract or combination shall be legal which shall restrain trade and commerce by shutting out the operation of the general law of competition? We think it has."

The business of a railroad carrier is of a public nature, and in performing it the carrier is also performing, to a certain extent, a function of government, which requires them to perform the service upon equal terms to all. This public service, that of transportation of passengers and freight, is a part of trade and commerce, and when transported between states such commerce becomes what is described as interstate, and comes, to a certain extent, under the jurisdiction of congress by virtue of its power to regulate commerce among the several states. When the grantees of this public franchise are competing railroad companies for interstate commerce we think congress is competent to forbid any agreement or combination among them by means of which competition is to be smothered. . . . We think it extends at least to the prohibition of contracts relating to interstate commerce which would extinguish all competition between otherwise competing railroad corporations, and which would in that way restrain interstate trade or commerce.

"We do not think that when the grantees of this public franchise are competing railroads, seeking the transportation of men and goods from one state to another, that ordinary freedom of contract in the use or management in their property requires the right to combine as one consolidated and powerful association for the purpose of stifling competition among themselves and thus keeping their rates and charges higher than they might otherwise be under the laws of competition. And this is so, even though the rates provided for in agreement may for the time be not more than are reasonable. They may easily and at any time be increased.

"It is the combination of these large and powerful corporations, covering vast sections of territory and influencing trade throughout the whole extent thereof, and acting as one body in all matters over which the combination extends, that constitutes the alleged evil, and in regard to which, so far as the combination operates upon and restrains interstate commerce, congress has power to legislate and to prohibit. The prohibition of such contracts may, in the judgment of congress, be one of the reasonable necessities for the proper regulation of

commerce, and congress is the judge of such necessity and propriety, unless, in case of a possible gross perversion of the principle, the courts might be applied to for relief."

Referring to the claims of counsel regarding the general constitutional right of the citizen to make contracts, and the extent of individual liberty under the fourteenth amendment, the opinion says:

"The citizen may have the right to make a proper (that is, a lawful) contract one which is also essential and necessary in carrying out his lawful purpose. The question which arises here is whether the contract is a proper or lawful one. We presume it will be contended that the right of the citizen to pursue any livelihood or vocation includes every means of livelihood, whether lawful or unlawful. Notwithstanding the general liberty of contract which is possessed by the citizen under the constitution, we find that there are many kinds of contracts which, while not in themselves immoral, or 'mala in se,' may yet be prohibited by the legislation of the state, or in certain cases by congress. The question is for us one of power only, and not one of policy. We think the power rests in congress, and the statute, therefore, is valid."

Justice Peckham deals finally with the plea advanced that the court should retrace its steps because of "the widespread alarm with which the trans-Missouri decision was received and the serious consequences which have resulted or may soon result."

After reviewing the care taken in reaching the former decision, the opinion says:

"And now, for the third time, the same arguments are employed, and the court is again expected to recant its former opinion and to decide these same questions in direct opposition to the conclusions arrived at in the trans-Missouri case. As we have twice already deliberately and earnestly considered the same arguments which are now for a third time pressed upon our attention, it could hardly be expected that our opinion should now change from that already expressed. We have listened to the same arguments because the eminence of the counsel engaged their earnestness and zeal, their evident belief in the correctness of their proposition, and most important of all, the grave nature of the questions involved, called upon the court again to give these arguments respectful attention."

Referring to the counsel's claim "that the only resort open to railroads to save themselves to check and control it," Justice Peckham says:

"The natural, direct and immediate effect of competitors to lower rates, and to thereby increase the demand for commodities the supplying of which increases commerce, and an agreement whose first and direct effect is to prevent this play of competition, restrains instead of promoting trade and commerce. "Whether, in the absence of an agreement as to rates, the consequences desired by counsel will in fact follow is a matter of very great uncertainty. Railroads may and often do, continue in existence, and engage in their lawful traffic at some profit, although they are competing railroads, and are without combination on rates.

In conclusion the opinion says:

"It is not only possible but probable that good sense and integrity of purpose would prevail among the managers, and while making no agreement and entering into no combination by which the whole railroad interest as herein represented should act as one combine, in a combined and consolidated body, the managers of each road might yet make such reasonable charges as the facts might justify. An agreement of the nature of this one, which directly and effectually stifles competition, must be regarded under the statute as in restraint of trade, notwithstanding that there are possibilities that a restraint of trade may also follow competition that may be indulged in until the weaker roads are completely destroyed and the survivor thereafter raises rates and maintains them.

"Coming to the conclusion we do in regard to the various questions herein discussed, I think it unnecessary to further allude to the other reasons which have been advanced for a reconsideration of the decision in the trans-Missouri case.

"The judgment of the lower courts, favorable to the Joint Traffic Association, are reversed, and the case remanded to the circuit court of the United States for the district of New York, with directions to take such further proceedings therein as may be in conformity with this opinion."

No dissenting opinion was filed, it being merely announced that the three justices named dissented.

SPANISH HAVE SAILED.

Evacuation of Porto Rico Was Completed Yesterday.

WASHINGTON, Oct. 24.—The following dispatch has been received at the war department:

"Ponce, October 24.—General Ortega and the last of the Spanish soldiers sailed for Spain this evening.

"Brooks, Major-General."

WASHINGTON, Oct. 24.—The navy department today received the following: "San Juan, Oct.—Evacuation of Porto Rico completed by sailing of the last detachment of Spanish troops today.

"Schley."

PREPARING FOR WAR.

France to Lodge Her Troops in Toulon Schoolhouses.

PARIS, Oct. 24.—The municipal authorities of Toulon have been notified that that place will be the center of important naval and military preparations, and have been instructed to arrange for the immediate reception of four battalions of infantry, 1500 marines and 600 artillerymen. The municipal council has decided to close the schoolhouses, and they will be used to lodge the troops in.

The naval authorities have been ordered to expedite the preparations for the outfitting of the new squadron.

WHAT WAR COST.

Uncle Sam's Expenses Something Over a Million Dollars Per Day.

CHICAGO, Oct. 24.—A special to the Tribune from Washington says:

Uncle Sam's expenses for the Spanish war sink into insignificance when compared with the cost of the conflict between the states. Thus far the war with Spain has cost \$187,579,941, or a fraction over \$1,000,000 per day since the beginning of hostilities—April 21—against the enormous sum of \$3,045,413,415 during the civil war, or an average of \$1,685,156 per day.

The largest amount paid out in a single day during the war with Spain was \$4,110,000, July 28, or nearly enough to construct and equip a first-class battleship. The next highest days were September 19, when \$3,775,000 was spent, and July 19, with a total of \$3,770,000, but the daily expenses frequently run above the \$3,000,000 mark. The budget for the four months of the present fiscal year was \$125,112,540, while the expenditures for the whole fiscal year of 1897 were only \$83,511,713, and for this month the average of \$1,000,000 per day was maintained.

In April the expenses for the army and navy were considerably above normal figures, when they reached \$19,000,000. May showed a perceptible increase, when \$26,000,000 was spent. June was a further increase, \$29,000,000 passing over the treasury counter, and July showed the highest expenditure of \$43,000,000. The next month witnessed a decrease, only \$31,000,000 being spent, but September reached nearly \$32,000,000, and for the 22 days of October the expenses were about \$19,000,000, or nearly \$1,000,000 per day. The total disbursements of the government for the four months of the present fiscal year, which included the civil list, pension payments and interest on the public debt, was \$223,557,114. The total receipts were only \$153,754,445, showing a deficit of \$69,802,669 for the fiscal year.

The \$3,000,000,000 spent on the operations of the army and navy during the war of the rebellion includes the period of the first three months of 1861, when active preparations for hostilities were being made, and the last nine months of 1865, when the expenses of the government were unusually heavy.

From the Peace Commission in Paris.

WASHINGTON, Oct. 25.—During the afternoon and night information received from the Paris commission was informally discussed at the White house by Mr. McKinley and several members of his cabinet.

Tonight four members of the cabinet, Secretary Hay, Secretary Alger, Postmaster-General Smith and Secretary Wilson were with the president for some time.

The information received from the American peace commissioners, which was said to be disquieting, was informally discussed, but as far as could be ascertained no action of any kind was taken.

Precisely the nature of the information received by the president from the American commissioners was not disclosed to-night. It is said, however that the situation is embarrassing, if not critical, in the opinion of the commissioners, although there is still reason for the expectation that the negotiations will proceed to a successful issue.

SIGNIFICANT ORDERS.

Instructions Given for Commissioning a Fleet of Torpedo-Boat Destroyers.

LONDON, Oct. 24.—The British admiralty issued a number of significant orders this morning. The dockyards at Portsmouth, Devonport and Chatham have received instructions to prepare six 30-knot torpedo-boat destroyers for commissioning, so they will be able to put to sea in 24 hours.

The Cunard and White Star lines have received from the admiralty an intimation to hold the resubstituted steamers in readiness for turning over to the navy officials.