the validity of the assignment and power of attorney in question. So long as the validity of these instruments remains unchallenged, the defendant has no discretion in respect to the transfer of the stock, and has no concern with the equities, if any, existing between the plaintiff and Reynolds & Co. The rule is that where there are opposing claimants to the stock, each claiming to be the owner, and to have the right to registry, the corporation may, by filing a proper bill, compel the claimants to interplead, and have their respective rights determined; but, to warrant the refusal of a registry, there must be a clear doubt as to the proper claimant. No such doubt is shown in this case.

The bill is not defective because brought against the defendant alone. The wrong complained of is that of the defendant. It has no rightful power to refuse to make or permit the required transfer, nor has it control over such transfer. Bank v. Lanier, 11 Wall. 369; Webster v. Upton, 91 U. S. 65; Black v. Zacharie, 3 How. 483.

The exceptions ought to be overruled, and it is so ordered. Let a decree be entered conformably to the recommendation of the master.

UNITED STATES v. TRANS-MISSOURI FREIGHT ASSOCIATION et al.

(Circuit Court of Appeals, Eighth Circuit. October 2, 1893.)

No. 236.

1. STATUTES—CONSTRUCTION.
   Every statute must be read in the light of the general laws upon the same subject in force at the time of its enactment.
2. SAME—CRIMINAL LAWS—COMMON-LAW OFFENSE ADOPTED BY CONGRESS.
   Where congress adopts or creates a common-law offense, and in doing so uses terms which have acquired a well-understood meaning by judicial interpretation, the presumption is that the terms were used in that sense, and courts may properly look to prior decisions interpreting them for the meaning of the terms and the definition of the offense where there is no other definition in the act.
3. MONOPOLIES—RESTRAINT OF INTERSTATE COMMERCE.
   The contracts, combinations in the form of trust or otherwise, and conspiracies in restraint of trade declared to be illegal in interstate and international commerce by the act of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," (26 Stat. 209, c. 647; Rev. St. Supp. 762,) are the contracts, combinations, and conspiracies in restraint of trade that had been declared by the courts to be against public policy and void under the common law before the passage of that act.
4. SAME.
   The test of the validity of such contracts or combinations is not the existence of restriction upon competition imposed thereby, but the reasonableness of that restriction under the facts and circumstances of each particular case. Public welfare is first considered, and, if the contract or combination appears to have been made for a just and honest purpose, and the restraint upon trade is not specially injurious to the public, and is not greater than the protection of the legitimate interest of the party in whose favor the restraint is imposed reasonably requires, the contract or combination is not illegal. Shiras, District Judge, dissenting, on the ground that this rule is not applicable to corporations charged with public duties.

5. SAME—COMMON-LAW RULE.
The ground on which certain classes of contracts and combinations in restraint of trade were held illegal at common law was that they were against public policy.

6. PUBLIC POLICY—HOW DETERMINED.
The public policy of the nation must be determined from its constitution, laws, and judicial decisions.

7. SAME—INTERSTATE COMMERCE.
The act of February 4, 1887, entitled "An act to regulate commerce," demonstrates the fact that from the date of the passage of that act it has been the public policy of this nation to regulate that part of interstate commerce which consists of transportation, and to so far restrict competition in freight and passenger rates between railroad companies engaged therein as shall be necessary to make such rates open, public, reasonable, uniform, and steady, and to prevent discriminations and undue preferences.

8. EQUITY—HEARING ON BILL AND ANSWER—EVIDENCE.
When a suit is heard on bill and answer, the allegations of fact in the bill that are denied in the answer are to be taken as disproved, and the averments of fact in the answer stand admitted.

9. SAME.
Where the contract is admitted, but the allegations tending to show its sinister purpose, tendency, and effect contained in the bill are denied by the answer, and averments tending to show a just and honest purpose, tendency, and effect are made, the latter averments contained in the answer stand admitted, and the contract will be presumed to have been made for an honest and legitimate purpose, unless the provisions of the agreement clearly show the contrary. In the examination of such a contract, fraud and illegality are not to be presumed.

10. CONTRACTS—PUBLIC POLICY.
Freedom of contract is as essential to unrestricted commerce as freedom of competition, and one who asks the court to put restrictions upon the right to contract ought to make it clearly appear that the contract assailed is against public policy.

11. SAME—RESTRAINT OF TRADE—ANTI-TRUST ACT.
A contract between railroad companies forming a freight association that they will establish and maintain such rates, rules, and regulations on freight traffic between competitive points as a committee of their choosing shall recommend as reasonable; that these rates, rules, and regulations shall be public; that there shall be monthly meetings of the association, composed of one representative from each railroad company; that each company shall give five days' notice before some monthly meeting of every reduction of rates or deviation from the rules it proposes to make; that it will advise with the representatives of the other members at the meeting relative to the proposed modification, will submit the question of its proposed action to a vote at that meeting, and, if the proposition is voted down, that it will then give ten days' notice that it will make the modification notwithstanding the vote before it puts the proposed change into effect; that no member will falsely bill any freight, or bill any at a wrong classification; and that any member may withdraw from the association on a notice of thirty days,—appears to be a contract tending to make competition fair and open, and to induce steadiness of rates, and is in accord with the policy of the interstate commerce act. Such agreement cannot be adjudged to be a contract or conspiracy in restraint of trade under the anti-trust act when it is admitted that the rates maintained under the same have been reasonable, and that the tendency has been to diminish, rather than to enhance, rates, and there is no other evidence of its consequences or effect. Shiras, District Judge, dissenting. 53 Fed. Rep. 440, affirmed.

12. SAME.
No monopoly of trade or attempt to monopolize trade within the meaning of the anti-trust act is proved by such a contract.