

In the United States Circuit Court of Appeals for the Eighth Circuit.

United States of America, appellant,

vs.

The Trans-Missouri Freight Association et al, appellee.

ASSIGNMENT OF ERRORS.

Afterwards, to-wit, on the *19th* day of December, in the year of our Lord one thousand eight hundred and ninety-two, at the October term for 1892, of the Circuit Court of Appeals for the Eighth Circuit, in the city of St. Louis, comes the United States of America, by J.W. Ady, United States Attorney for the District of Kansas, hereunto lawfully authorized and directed by the Honorable Attorney General of the United States, and says that in the record and proceeding in the above entitled cause in the Circuit Court of the United States for the First Division of the District of Kansas, there is manifest error in this, to-wit:

First. That the court erred in holding that the Trans-Missouri Freight Association was not a combination in the nature of a trust or otherwise.

Second. That the court erred in holding that the memorandum of agreement of the Trans-Missouri Freight Association is not a contract and combination in the form of a trust.

Third. That the court erred in holding that the Trans-Missouri Freight Association is not a conspiracy in restraint of trade and commerce among the several states, territories and with foreign nations.

Fourth. That the court erred in holding that the memorandum of agreement of the Trans-Missouri Freight Association is not a conspiracy in restraint of trade and commerce among the several states, territories and foreign nations.

Fifth. That the court erred in holding that the Trans-Missouri Freight Association is not a monopolization of trade and commerce between the several states, territories and foreign nations.

Sixth. That the court erred in holding that the memorandum of agreement of the Trans-Missouri Freight Association is not a monopolization of trade and commerce between the several states, territories and foreign nations.

Seventh. That the court erred in holding that in making the memorandum of agreement of the Trans-Missouri Freight Association, the several defendants railroad companies, did not combine and conspire with one another to monopolize the trade and commerce between the states, territories and foreign nations.

Eighth. That the court erred in holding that in making the memorandum of agreement of the Trans-Missouri Freight Association that the defendants railroad companies did not attempt to monopolize the trade and commerce between the several states, territories and foreign countries.

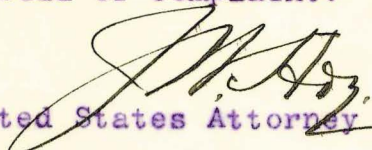
Ninth. That the court erred in holding that the act of July 2d, 1896, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," does not apply to combinations between common-carriers engaged in the freight traffic between the several states, territories and foreign nations.

Tenth. That the court erred in dismissing the complainants bill.

Eleventh. That the court erred in its order and decree refusing an injunction as prayed for in complainants bill.

Twelfth. That the court erred in giving judgment for defendants when it should have given judgment for complainant as prayed in its bill.

Wherefore, said United States of America, appellant, prays that the judgment of the Circuit Court of the United States for the First Division of the District of Kansas, be reversed and that judgment be given for said complainant as prayed for in its bill of complaint.


United States Attorney for the
District of Kansas and
Solicitor for complainant.

U. S. Circuit Court
No 6799

The United States of
America
vs.

The Transmissouri
Freight Assn et al

Assignment of Errors.

Filed Dec 19. 1892

E. H. Barrett clerk