

It is argued that the preliminary injunction was void for want of the notice required by Equity Rule 73 and the Act of October 15, 1914, c. 323, § 17; 38 Stat. 730, 737. The statute provides that if it is made to appear that the nuisance exists, a temporary injunction shall issue forthwith. § 22. In view of the drastic policy of the Amendment and the statute, we see no reason why the words should not be taken literally, to mean what they say. *McFarland v. United States*, 295 Fed. 648. But if notice were required the injunction could not be disregarded as void. *Howat v. Kansas*, *supra*.

We think the case too clear for extended discussion, but it seemed worth while to say what we have said in explanation of our judgment, although we did not think it necessary to hear the other side.

Judgment affirmed.

AMERICAN RAILWAY EXPRESS COMPANY *v.*
DANIEL.

CERTIORARI TO THE SUPREME COURT OF THE STATE OF
GEORGIA.

No. 53. Argued October 16, 1925.—Decided October 26, 1925.

1. Where the tariff schedules of an express company governing interstate shipments offer a lower rate for goods below a specified value and a higher rate for goods more valuable, a stipulation in an express receipt fixing the lower value in consideration of the lower rate binds the shipper, although both his agent and the carrier's, in making the shipment, were unaware of the fact that the value was higher, and the latter knew the former to be thus ignorant. P. 41.
2. The sender is bound to know the relation established by the carrier's schedules between values and rates, and in an action to recover the value of the goods, it is error to exclude the schedules from evidence. P. 42.

157 Ga. 731, reversed.

CERTIORARI to a judgment of the Supreme Court of Georgia affirming a recovery of damages for goods not delivered, in an action against an express company.

Mr. Blair Foster, with whom *Messrs. H. S. Marx, Robert C. Alston* and *A. M. Hartung* were on the brief, for petitioner.

No appearance for respondent.

MR. JUSTICE HOLMES delivered the opinion of the Court.

This is a suit against the petitioning Express Company for the value of a parcel that was received by the Company for carriage but was not delivered. The Company admitted liability for fifty dollars but alleged that it could not be held for more, because the receipt that it gave fixed that sum as the value of the goods and a higher value would have required the payment of a higher rate. Under the ruling of the Court a verdict was found against the petitioner for a hundred dollars, interest and costs, subject to questions of law reserved, and judgment on the verdict was affirmed by the Supreme Court of the State, without opinion, by an evenly divided Court.

The goods were delivered by an agent and, after conversation between him and the agent of the Express Company, the latter put fifty dollars into the receipt as the value, neither party having any clear knowledge, and the receipt later was handed to and bound the sender of the goods. *Great Northern Ry. Co. v. O'Connor*, 232 U. S. 508, 514. The rate for carriage of property valued at more than fifty dollars was higher than that charged. The schedules filed with the Interstate Commerce Commission were offered, to show the rates, but were excluded, and the judgment was affirmed seemingly on the ground that the sending agent was not shown to have known that a lower valuation secured a lower rate, and that the car-

rier knew that the agent was ignorant of the true value of the goods. No argument is made for the respondent and it is plain that the judgment cannot be sustained. The carrier's knowledge of the agent's ignorance of the value was immaterial. It acted in good faith. The carrier's schedules should have been admitted and bound both parties. *Kansas City Southern Ry. Co. v. Carl*, 227 U. S. 639, 652, 653. *Southern Express Co. v. Byers*, 240 U. S. 612, 614. *American Railway Express Co. v. Lindenburg*, 260 U. S. 584. The sender is bound to know the relation established by them between values and rates. *Galveston, Harrisburg & San Antonio Ry. Co. v. Woodbury*, 254 U. S. 357, 360. *Western Union Telegraph Co. v. Esteve Brothers & Co.*, 256 U. S. 566.

Judgment reversed.

BUCKEYE COAL & RAILWAY COMPANY ET AL.
v. HOCKING VALLEY RAILWAY COMPANY
ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF OHIO.

No. 51. Argued October 15, 1925.—Decided November 16, 1925.

1. Where a decree of the District Court, dissolving a combination violative of the Anti-Trust Act, retains jurisdiction for the purpose of making such further orders as may be necessary to execute the decree, a subsequent order finally approving a specific sale of property for that purpose exhausts the reserved jurisdiction in so far as that sale is concerned, and cannot be altered by that court upon the same facts and upon the application of private interests, after expiration of the term at which such order was made. P. 47.
2. An order approving a sale of the stock of a coal company under a contract between the purchaser and a railroad company owning the stock, necessarily approved also a stipulation in the contract saving from impairment an existing pledge of the coal company's lands under the railroad's mortgage and an obligation of the coal