

**In the District Court of the United States for  
the Southern District of New York**

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Civil Action No. 14-320

UNITED STATES OF AMERICA, PLAINTIFF

v.

ALLIED CHEMICAL & DYE CORPORATION  
THE BARRETT COMPANY  
SEMET-SOLVAY COMPANY  
THE SOLVAY PROCESS COMPANY  
E. I. DU PONT DE NEMOURS & COMPANY  
HENRY FRANCIS ATHERTON  
ELTON WATERBURY CLARK  
FRED JOSEPH EMMERICH  
JOSEPH NORTH FORD  
SIDNEY BURRITT HASKELL  
WILLIAM CLARK KING  
ROBERT VINCENT MAHON  
FRANCIS HUGER MCADOO  
WILLIAM NICOL McILRAVY  
FRED T. TECHTER  
CHARLES GILMAN TUFTS  
CHARLES FRANK WEBER  
WALTER DANNENBAUM  
E. A. HEDIN  
R. W. McCLELLAN  
FRED A. WARDENBURG  
LEIGH WILLARD

DEFENDANTS

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COMPLAINT

The United States of America, by Thurman Arnold,  
Assistant Attorney General, and Edward H. Levi, Spe-

cial Assistant to the Attorney General, acting under the direction of the Attorney General, complain and allege on information and belief as follows:

JURISDICTION AND VENUE

1. This complaint is filed and these particular proceedings are instituted under Section 4 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209, as amended, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," said Act being commonly known as the Sherman Antitrust Act, against the above-named defendants in order to prevent violations by them jointly and severally as hereinafter alleged of Sections 1, 2, and 3 of the said Sherman Antitrust Act; and these proceedings are also instituted under Section 74 of the Act of Congress approved August 27, 1894, entitled "An Act to Reduce Taxation to Provide Revenue for the Government and for Other Purposes," as amended by the Act approved February 12, 1913, entitled "An Act to Amend Section 73 and Section 76 of the Act of August 27, 1894, entitled 'An Act to Reduce Taxation to Provide Revenue for the Government and for Other Purposes,'" in order to prevent violations by them jointly and severally, as hereinafter alleged, of Section 73 of said Act.

2. The alleged unlawful violations including the unlawful contracts, combinations and conspiracies in restraint of trade and commerce in fertilizer nitrogen among and between the several States of the United States, the District of Columbia, the territory of Puerto Rico, the territory of Hawaii, and the Philippine

Islands and the unlawful conspiracies to monopolize and the monopolies hereinafter set forth have been and are being carried out in part and made effective within the Southern District of New York, and many of the unlawful acts done in pursuance thereof have been performed and are being performed by the defendants within said District.

3. Fertilizer nitrogen as used in this complaint shall include synthetic ammonia solutions, nitrate of soda, ammonium sulphate, cal-nitro, anhydrous ammonia, and uramon. Fertilizer nitrogen is produced and sold by the defendants in interstate trade and commerce. Substantial quantities of synthetic ammonia solution are regularly sold and distributed in interstate commerce by defendant The Solvay Process Company and by defendant The Barrett Company, hereinafter sometimes referred to as Barrett Company, and also by defendant E. I. du Pont de Nemours & Company, hereinafter sometimes referred to as du Pont Company and are transported in interstate commerce from the plants of The Solvay Process Company and the du Pont Company in the States of Virginia, West Virginia and New York to the mixing plants of mixed fertilizer manufacturers located in the States of the United States other than the State or States in which said synthetic ammonia solutions are manufactured. Substantial quantities of synthetic ammonia solutions move from the plant of the du Pont Company at Belle, West Virginia, and from the plants of the Solvay Process Company in the States of Virginia and New York to industrial users such as power manufacturing companies located in the

States of the United States other than the States in which the said synthetic ammonia solutions are manufactured.

4. All nitrate of soda produced in the United States is manufactured at Hopewell, Virginia, by defendant The Solvay Process Company. Defendant Barrett Company, a wholly owned subsidiary of defendant Allied Chemical Company, by agreement with defendant The Solvay Process Company, sells all the nitrate of soda manufactured by the latter at its plant at Hopewell, Virginia, and substantial quantities of nitrate of soda so produced and sold move in interstate commerce from Hopewell, Virginia, to port agents at various ports (known as "recognized ports"), to proprietors of mixing plants where mixed fertilizer is prepared, to other purchasers and to sales agents located in States of the United States other than the State in which nitrate of soda is produced. Substantial quantities of nitrate of soda so produced at Hopewell, Virginia, and sold by The Barrett Company move in foreign commerce from the United States to Puerto Rico, Hawaii, the Philippine Islands, and to many foreign nations including Cuba and Canada and to other markets located throughout the world. Exports of nitrate of soda from the United States in 1937 amounted to 137,769 tons.

5. Ammonium sulphate is extensively produced in many States of the United States, including Alabama, California, Colorado, Connecticut, Iowa, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Tennessee,

Utah, West Virginia, Virginia, and Wisconsin at steel plants, gas works, coke ovens, and other manufacturing plants. Substantially all the sulphate of ammonia so produced is sold by said Barrett Company and moves in interstate and foreign commerce from the State or States of the United States in which it is produced to purchasers located in other States of the United States than the State or States in which it is produced to purchasers located in territories of the United States, including Puerto Rico, Hawaii, and the Philippine Islands or foreign countries.

6. Cal-Nitro is the trade name for a fertilizer material manufactured in Europe, principally in Norway and Germany, and for the period covered by this complaint has been imported in the United States in interstate competition with nitrate of soda and ammonium sulphate.

7. Anhydrous ammonia is manufactured by the du Pont Company at its plants located at Belle, West Virginia, and at Niagara Falls, New York, and sold in trade and commerce in States other than West Virginia or New York. Urea ammonia liquor and uramon are also manufactured by the defendant du Pont Company at its plant at Belle, West Virginia, and sold in trade and commerce in States other than West Virginia.

#### DESCRIPTION OF DEFENDANTS AND NATURE OF THE INDUSTRY

8. Defendant Allied Chemical and Dye Corporation is a corporation duly organized under the laws of the State of New York having its office and principal place of business at 61 Broadway, Borough of Manhattan,

City, County, and State of New York; and within the Southern District of New York. Defendant The Solvay Process Company and defendant The Barrett Company are wholly owned subsidiaries of said Allied Chemical and Dye Corporation.

9. Defendant The Solvay Process Company is a corporation duly organized under the laws of the State of New York and having its office and principal place of business at 61 Broadway, Borough of Manhattan, City, County, and State of New York and within the Southern District of New York. Said The Solvay Process Company manufactures substantial quantities of nitrate of soda at Hopewell, Virginia, and such nitrate of soda and other products manufactured by the said The Solvay Process Company at its plant at Hopewell, Virginia, are sold by the defendant Barrett Company. Anhydrous ammonia is also manufactured by defendant The Solvay Process Company at its plants located at Hopewell, Virginia, and Syracuse, New York.

10. Defendant The Barrett Company is a corporation duly organized under the laws of the State of New Jersey, having its principal office and place of business at 40 Rector Street, Borough of Manhattan, City, County, and State of New York and within the Southern District of New York. Defendant Barrett Company was incorporated on or about February 7, 1903, with the corporate name of American Coal Products Company. On or about January 31, 1916, the name of said defendant was duly changed to The Barrett Company. The Barrett Company also enters into sales agency contracts with producers of sulphate of am-

monia and requires such producers to market their entire production of sulphate of ammonia exclusively through the Barrett Company, although in some instances producers of sulphate of ammonia have reserved the right to sell relatively small quantities of sulphate of ammonia directly to purchasers or in certain specified territories. Barrett Company also purchases for resale substantial quantities of sulphate of ammonia from producers thereof from whom it has been unable to obtain exclusive sales contracts.

11. The defendant Semet-Solvay Company is a corporation duly organized under the laws of the State of New York and having its principal place of business at 61 Broadway, Borough of Manhattan, City, County, and State of New York.

12. Defendant du Pont Company is a corporation duly organized under the laws of the State of Delaware and having its office and principal place of business at Wilmington, Delaware. Said defendant du Pont Company manufactures anhydrous ammonia at its plants located at Belle, West Virginia, and Niagara Falls, New York. Said defendant also manufactures ammonia liquors A and B at its plant at Belle, West Virginia.

13. Throughout the period of time covered by this bill of complaint the affairs of each of the corporate defendants have been managed by its respective officers, agents, and employees under the supervision and direction of a board of directors. Whenever hereinafter in this bill of complaint it is alleged that any of the corporate defendant joined in any combination or

conspiracy or performed any act in execution of or pursuant to a combination and conspiracy, the said allegation shall be deemed to mean that in so doing the said corporation acted through and by its directors, officers, agents, and employees and that said directors, officers, agents, and employees were co-conspirators with the said corporation and with the other parties to the combination and conspiracy.

14. The following individuals, officers or agents of the above defendant corporations are herein made defendants:

Henry Francis Atherton, Chairman of the Board, President and Director of Allied Chemical & Dye Corporation; Chairman of the Executive Committee and Director of The Barrett Company, and Chairman of the Board and Trustee of The Solvay Process Company.

Elton Waterbury Clark, President and Director of The Barrett Company.

Fred Joseph Emmerich, Vice President of the Allied Chemical & Dye Corporation.

Joseph North Ford, Comptroller of Allied Chemical & Dye Corporation, Director of The Barrett Company, and Trustee of The Solvay Process Company.

Sidney Burritt Haskell, Vice President of The Barrett Company.

William Clark King, Secretary of Allied Chemical & Dye Corporation, The Barrett Company, and The Solvay Process Company.

Robert Vincent Mahon, Vice President of The Barrett Company.

Francis Huger McAdoo, Vice President of Allied Chemical & Dye Corporation, Director of The Barrett

Company, and Trustee of The Solvay Process Company.

William Nicol McIlravy, Chairman of Board and Director of The Barrett Company.

Fred T. Techter, General Sales Manager of The Barrett Company.

Charles Gilman Tufts, Vice President of Allied Chemical & Dye Corporation, Director of The Barrett Company, and Trustee and President of The Solvay Process Company.

Charles Frank Weber, Vice President and Treasurer and Director of Allied Chemical & Dye Corporation, Treasurer and Director of The Barrett Company, and Treasurer and Trustee of The Solvay Process Company.

Walter Dannenbaum, Assistant General Manager of Ammonia Department of E. I. du Pont de Nemours & Company.

E. A. Hedin, Assistant Director, Sales Division of Ammonia Department of E. I. du Pont de Nemours & Company.

R. W. McClellan, Director, Sales Division of Ammonia Department of E. I. du Pont de Nemours & Company.

Fred A. Wardenburg, General Manager of Ammonia Department of E. I. du Pont de Nemours & Company.

Leigh Willard, President and Director of Semet-Solvay Company.

15. The above individual defendants have participated in, and participate, in the direction and management of their respective defendant companies, and such individual defendants have approved, authorized, ordered and done some, or all, of the acts alleged to

have been performed by their respective defendant companies.

16. Nitrogen is an essential plant food, and is extensively made available as a plant food in various forms, including nitrate of soda, sulphate of ammonia, synthetic ammonia solutions, calcium nitrate (Nitrate of Lime), Cal-nitro, and calcium cyanamide.

17. Nitrate of soda is widely used for agricultural purposes in many sections of the United States. It is generally applied directly to the soil without admixture with any other fertilizer materials; but is also used as an ingredient in the preparation of mixed fertilizers. Commercial mixed fertilizers are ordinarily prepared by mixing three sources of plant food, namely, nitrogen bearing materials, phosphates, and potash bearing materials, in accordance with varying formulae, and by adding to such mixture substantial quantities of sand or other inert material, commonly known as "filler." Prior to 1929 there was no substantial production of nitrate of soda in the United States, practically all the nitrate of soda then being used in this country was imported from Chile. Although substantial quantities of nitrate of soda are now produced in the United States, importations of nitrate of soda from Chile still supply in excess of 50 percent of the nitrate of soda consumed in the United States.

18. In 1930, a corporation known as Cosach (Compania de Salitre de Chile) was organized in Chile, for the purpose, among others, of consolidating and centralizing all sales of nitrate of soda produced in Chile. This corporation was dissolved in or about the year 1933

in a reorganization of the Chilean nitrate industry. The Nitrate and Iodine Sales Corporation of Chile (Corporacion de Ventas de Salitre y Yodo de Chile), otherwise known as the "Chilean Nitrate and Iodine Sales Corporation," and hereinafter referred to as the "Chilean parent corporation," was thereupon duly organized under the laws of the Republic of Chile, on or about January 8, 1934, by substantially all of the producers of nitrate of soda in Chile, for the purpose of consolidating and centralizing all future sales of nitrate of soda produced in Chile. Substantially all producers of nitrate of soda in Chile became and are parties to the agreement which provided for the organization of said Chilean parent corporation, and as such, they were and are designated as so-called "adhering producers." Said Chilean parent corporation thereupon acquired all then existing stocks of Chilean nitrate of soda in the hands of said adhering producers. Said Chilean parent corporation thereupon further agreed to purchase from said adhering producers, and said adhering producers thereupon agreed to sell to said Chilean parent corporation, all nitrate of soda produced by them in Chile from and after July 1, 1933. Said adhering producers further agreed to refrain from selling the nitrate of soda produced by them in Chile to anyone except said Chilean parent corporation.

19. Nitrate of soda is produced in Chile by approximately twelve producers, the three largest being Compañia Salitrera Anglo-Chilean, a Chilean corporation preponderantly owned by American interests and hereinafter sometimes referred to as "Anglo-Chilean;" the

Lautaro Nitrate Company, Limited, a British corporation, hereinafter referred to as Lautaro, the stock of which is preponderantly owned by said Anglo-Chilean and the Compania Salitrera de Tarapaca Y Antofagasta, in the control of which British interests and capital predominate. Approximately 60 per cent of the nitrate of soda produced in Chile since the organization of said Chilean parent corporation has been produced by said Anglo-Chilean and Lautaro companies. The cost of production of nitrate of soda is advanced by the said Chilean parent corporation to the said producers. When the said nitrate of soda is sold through said Chilean parent corporation, the profits resulting from its sale are distributed pro rata to the said producers, in accordance with quotas allocated to the said producers by the said Chilean parent corporation.

20. All the nitrate of soda produced in Chile since the organization of said Chilean parent corporation has been produced pursuant to production quotas allocated as aforesaid by said Chilean parent corporation pursuant to the agreement which provided for the organization of said Chilean parent corporation; all quantities of said Chilean nitrate of soda so produced have been thereupon acquired by said Chilean parent corporation from said adhering producers at prices fixed, pursuant to the said agreement, by said Chilean parent corporation, and said quantities have been thereupon delivered to said Chilean parent corporation by said producers, to be sold in the nitrate consuming markets of the world. All sales of nitrate of soda produced in Chile since the organization of said Chilean parent corpora-

tion have been made by said Chilean parent corporation in accordance with sales quotas and at prices and upon terms fixed by it. Said Chilean parent corporation has been, and now is, a party to cartel agreements hereinafter referred to.

21. Nitrate of soda is imported into the United States from Chile by the Chilean Nitrate Sales Corporation, a corporation duly organized under the laws of the State of New York, and hereinafter referred to as the "Chilean subsidiary," having its principal office and place of business at 120 Broadway, Borough of Manhattan, City, County, and State of New York, within the Southern District of New York. Said Chilean subsidiary was incorporated on or about August 31, 1927, with the corporate name Anglo-Chilean Nitrate Sales Corporation. On or about June 1, 1931, the name of said Chilean subsidiary was duly changed to Chilean Nitrate Sales Corporation. All, or substantially all, of the capital stock of said Chilean subsidiary was owned, at the time its name was changed, by said Anglo-Chilean, and said capital stock is now owned by said Chilean parent corporation. Since the organization of said Chilean parent corporation, said Chilean subsidiary has been continuously engaged in the business of importing into the United States Chilean nitrate of soda, and there selling it on behalf of said Chilean parent corporation, and all Chilean nitrate of soda imported into, and used and consumed in, the United States, has been imported by said Chilean subsidiary. In 1937, the imports of nitrate of soda into the United States amounted to approximately 704,247

tons. Nitrate of soda produced in Chile is imported into the United States at various ports (known, as aforesaid, as "recognized ports"), and moves in interstate commerce from said ports to proprietors of mixing plants where mixed fertilizer is prepared, to other purchasers and to sales agents, located in states of the United States other than those in which said ports are located.

22. Sulphate of ammonia is in general use for agricultural purposes in many sections of the United States. It is widely used as an ingredient in the preparation of mixed fertilizers. It is also frequently applied directly to the soil without the admixture of any other fertilizer materials.

23. Sulphate of ammonia is extensively produced in many states of the United States, including Alabama, California, Colorado, Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Utah, West Virginia, and Wisconsin, at steel plants, gas works, coke ovens, and other manufacturing plants. Substantially all of the sulphate of ammonia so produced is sold by said Barrett Company, and moves in interstate and foreign commerce from the state or states of the United States in which it is produced to purchasers located in other states of the United States than the state or states in which it is produced, or to purchasers located in Territories of the United States, including Puerto Rico, Hawaii, and the Philippine Islands, or in foreign countries.

24. Said Barrett Company enters into sales contracts with producers of sulphate of ammonia, in and by which

said Barrett Company fixes the price at which all sulphate of ammonia made by producers with whom it has such contracts shall be sold, and requires said producers to market their entire production of sulphate of ammonia exclusively through said Barrett Company. In some instances, in entering into said sales contracts, producers of sulphate of ammonia have reserved the right to sell relatively small quantities of sulphate of ammonia directly to certain purchasers, named in the contract, or to sell sulphate of ammonia in certain specified territories. Said Barrett Company purchases for resale substantial quantities of sulphate of ammonia from producers thereof from whom it has been unable to obtain exclusive sales contracts, as aforesaid. In making such purchases of sulphate of ammonia, said Barrett Company pays a price identical to that which those producers of sulphate of ammonia with whom it has exclusive sales contracts receive, and in selling the sulphate of ammonia so purchased, said Barrett Company receives from purchasers thereof the then prevailing uniform price for that commodity so fixed by it as aforesaid. The effect of such purchases by said Barrett Company of sulphate of ammonia from such producers with whom it has been unable to obtain exclusive sales contracts is to prevent sulphate of ammonia made by such producers from being sold by such producers directly, in competition with sulphate of ammonia sold by said Barrett Company under its exclusive sales contracts with other producers. In the past "fertilizer year," that is to say, from July 1, 1938 to June 30, 1939, sales of sulphate of ammonia by said Barrett Company, both as sales agent for producers of that

commodity and of sulphate of ammonia bought by it for resale, aggregated approximately 425,000 tons. The estimated total production of sulphate of ammonia in that year by all domestic producers was 550,000 tons.

25. Mixing plants where fertilizers are prepared using sulphate of ammonia, and through which nitrate of soda is sold, as stated in paragraph 21, are located in many states of the United States. The largest quantities of commercial fertilizers are mixed and consumed in the following States:

North Carolina	Texas
Georgia	Missouri
South Carolina	Connecticut
Alabama	Arkansas
Florida	West Virginia
Virginia	Illinois
Ohio	Wisconsin
Pennsylvania	Delaware
Mississippi	Vermont
New York	Washington
Indiana	New Hampshire
California	Kansas
Maryland	Minnesota
New Jersey	Oregon
Louisiana	Rhode Island
Michigan	Arizona
Tennessee	Iowa
Kentucky	Oklahoma

26. At the present time, substantial quantities of sulphate of ammonia are imported into the United States from the Kingdom of The Netherlands, by the Staatsmijnen in Limburg, and sold through the firm of Bradley & Baker, a copartnership with an office and principal place of business in the Borough of Manhattan, City, County and State of New York, within the Southern District of New York. Substantial quantities of sulphate of ammonia produced in the Dominion of Canada are sold and imported into the United States,

its possessions and territories, by Consolidated Mining and Smelting Company, Trail, British Columbia, Canada.

27. Synthetic ammonia solutions include anhydrous liquid ammonia and those solutions commonly known as urea ammonia liquors (A and B) and Nitrogen Solution II. Anhydrous liquid ammonia is obtained when ammonia, a gas containing approximately 82.25 per cent of nitrogen and which may be produced synthetically from atmospheric nitrogen, is compressed into liquid form. Urea ammonia liquors (A and B) are solutions of urea and aqueous ammonia. Urea is made by combining ammonia and carbon dioxide. Aqueous ammonia, commonly known as ammonia liquor, is a solution formed when ammonia is absorbed in water. Urea ammonia liquor A contains approximately 45.5 per cent of nitrogen, equivalent to 55.2 per cent of ammonia. Urea ammonia liquor B contains approximately 45.3 per cent of nitrogen, equivalent to 55 per cent of ammonia. Uramon, sometimes known as agramon, is the trade name for a form of urea prepared especially for use as a fertilizer and produced at Belle, West Virginia, and at Niagara Falls, New York, by the E. I. du Pont de Nemours & Company. Nitrogen Solution II is a solution consisting of ammonium nitrate, a salt made from ammonia and nitric acid, dissolved in aqueous ammonia. Nitrogen Solution II contains approximately 45.5 per cent of ammonia, equivalent to approximately 37.5 per cent of nitrogen.

28. For many years prior to the date of this complaint, substantial quantities of synthetic ammonia solu-

tions have been produced in the United States. From July 1, 1932 to July 1, 1938 approximately 809,300 net tons of nitrogen were consumed in the United States in the form of mixed fertilizers, approximately 145,600 net tons of which were supplied through the use of synthetic ammonia solutions.

29. Anhydrous ammonia is manufactured by the du Pont Company at its plants located at Belle, West Virginia, and Niagara Falls, New York. Urea ammonia liquors (A and B) are also manufactured by said du Pont Company at its plant at Belle, West Virginia. Anhydrous ammonia is manufactured by The Solvay Process Company at its plants located at Hopewell, Virginia, and Syracuse, New York. Nitrogen Solution II is manufactured by said The Solvay Process Company at its said plant at Hopewell, Virginia. Since on or about January 1, 1932, the said du Pont Company and said The Solvay Process Company have been the largest producers, in terms of tonnage of production, of all the producers of synthetic ammonia solutions in the United States.

30. Calcium nitrate, sometimes also known as nitrate of lime, is the calcium salt of nitric acid. Calcium nitrate is produced in Europe in large quantities and, among other uses, is used for fertilizer purposes.

31. "Cal-Nitro" is the trade name for a fertilizer material manufactured in Europe, principally in Norway and Germany, which consists essentially of ammonium nitrate and powdered limestone. It is made in two

grades, containing approximately 20.5 per cent of nitrogen and 16 percent of nitrogen, respectively. Substantial quantities of Cal-Nitro produced in foreign countries move in commerce among the several states and with foreign nations and are imported into the United States and sold therein by Synthetic Nitrogen Products Corporation, a corporation organized and existing under the laws of the State of New York and having its place of business at 285 Madison Avenue, Borough of Manhattan, City, County and State of New York, in the Southern District of New York.

32. Pursuant to cartel agreements to which the principal foreign producers of fertilizer nitrogen, including Imperial Chemical Industries, Limited, Stickstoff-Syndikat, and Norsk Hydro Elektrisk Kvaelstofaktieselskab, of Oslo, Norway, hereinafter referred to as "Norsk Hydro," are parties, restrictions prescribing the quantities, prices and destinations thereof are imposed upon all importations of fertilizer nitrogen into the United States from foreign countries. The German, English, and Norwegian producers represented in cartel relationships by the said Stickstoff-Syndikat, Imperial Chemical Industries, Limited, and Norsk Hydro constituted collectively a predominant cartel group referred to in said cartel agreements as the D. E. N. group.

33. Said Imperial Chemical Industries, Limited, is a corporation organized in 1927 under the Laws of England, into which there were subsequently consolidated, Brunner, Mond & Co., Ltd., Nobel Explosives, Ltd., and

other producers of chemicals, including fertilizer nitrogen producers. Said Imperial Chemical Industries, Limited, operates a large plant at Billingham, England, which produces sulphate of ammonia and other nitrogen products by the fixation process. Said Imperial Chemical Industries, Limited, acts as sole seller of substantially all sulphate of ammonia produced in England, Scotland and Ireland, and India. On or about July 1, 1938, said Imperial Chemical Industries, Limited, caused to be organized under the laws of the State of New York a corporation, Imperial Chemical Industries (N. Y.) Ltd., having offices at 285 Madison Avenue, Borough of Manhattan, City, County and State of New York, within the Southern District of New York, all of the capital stock of which is held in the name of its president, as trustee for said Imperial Chemical Industries, Limited. Said Imperial Chemical Industries (N. Y.) Ltd., acts as buying and selling agent in the United States for said Imperial Chemical Industries, Limited. Said Imperial Chemical Industries, Limited, also owns and operates, either alone or jointly with certain other corporations herein named as defendants, certain companies engaged in the sale and distribution of fertilizer nitrogen in Brazil, Argentine Republic, Uruguay, and various other foreign countries; and owns a substantial amount of the capital stock of the aforesaid Allied Chemical & Dye Corporation.

34. Said Stickstoff-Syndikat G. m. b. H. is an association or syndicate, formed pursuant to the laws of Germany in or about the year 1926 to sell the prod-

ucts of all producers of nitrogen in that country, including I. G. Farbenindustrie Aktiengesellschaft, a corporation organized in Germany in or about the year 1926 to acquire, and which subsequently did acquire, a large number of companies engaged in Germany in the production of dyestuffs and other chemicals. At or about the time of the formation of I. G. Farbenindustrie and Stickstoff-Syndikat, the firm of Kutroff Pickhardt & Company, which for many years had been engaged in the City of New York in importing, principally from Germany, dyestuffs and nitrogen-bearing materials, including fertilizer nitrogen, into the United States, was dissolved, and two new corporations, General Dyestuffs Corporation and Synthetic Nitrogen Products Corporation were thereupon organized in the United States to handle, respectively, all imports of dyestuffs and all nitrogen-bearing materials made by I. G. Farbenindustrie and sold by the Stickstoff Syndikat for importation into the United States.

35. Said Norsk Hydro is a corporation organized under the laws of the Kingdom of Norway, and is one of the principal European producers of fertilizer nitrogen. Fertilizer nitrogen produced by said Norsk Hydro is sold through said Stickstoff-Syndikat, and is imported into the United States by said Synthetic Nitrogen Products Corporation.

36. The principal foreign producers of nitrogen, approximately thirty-five in number, are parties to a general international fertilizer nitrogen agreement (Convention Internationale de l'Azote), otherwise known as the international nitrogen cartel agreement

which was executed on or about August 4, 1938 to take effect as of July 1, 1938, and to continue in force until June 30, 1941, and thereafter automatically extended for further periods of one year each, unless duly terminated prior thereto as provided in and by said agreements. Said cartel agreement allocates, pools, and divides the sale and distribution of fertilizer nitrogen in the markets of the world. Said cartel agreement superseded previous and similar cartel agreements theretofore entered into and has itself been supplemented, pursuant to its terms, by supplementary and special agreements entered into by various producers or groups of producers, members thereof, with the said so-called D. E. N. group, which is represented in cartel relationships by the aforesaid Imperial Chemical Industries, Limited, or by Stickstoff-Syndikat, or by Norsk Hydro, Belgian, Italian, Polish, Swiss, and Czechoslovak producers are represented, respectively, as cartel groups by designated producers. The Dutch group is represented by the Staatsmijnen (State mines) in Limburg, Heerlen; and there is also an independent Dutch and Belgian group known as the "Sluiskil group." The cartel, as a whole, is represented in its corporate capacity by the Internationale Gesellschaft der Stickstoff-Industrie A. G., of Basle, Switzerland, also known as Compagnie Internationale de l'Industrie de l'Azote, a corporation organized under the laws of the Republic of Switzerland, and hereinafter referred to as "the international company." Said international company, subject to special agreements as aforesaid, is charged with the sale in export markets of all fertilizer

nitrogen produced by cartel members, the home market of each group being reserved to said group; but in fact all export sales are made through said D. E. N. group, which maintains selling organizations in the principal export markets. Export markets are defined as all markets other than the home markets of cartel members, and thus include the United States market. Proceeds of export sales are paid by the purchaser to International Nitrogen Association, Ltd., a corporation organized under the laws of England to act as realization trustee for the making of payments due to the various groups in accordance with the cartel agreements, either as compensation for refraining from making export sales, or as payment for fertilizer nitrogen sold, said payments being computed upon the basis of the average price for all export sales, so that each group receives the same price per ton of goods exported. Groups which have sold fertilizer nitrogen in excess of the quotas prescribed for said groups pursuant to said cartel agreements are required to purchase, through said international company, said excess quantities from those groups which have sold less than the quotas assigned to them, or to arrange for corresponding adjustments of sales in the succeeding year. Said trustee is also custodian of a common fund created to guarantee performance by cartel members of their obligations under the cartel agreements.

37. Among the numerous special agreements entered into as supplementary to the general cartel agreement of August 4, 1938, was one entered into at Zurich on April 17, 1939, operative as from July 1, 1938, between

said Imperial Chemical Industries, Limited and said Stickstoff-Syndikat, the latter acting as said representative of I. G. Farben and approximately fourteen other German producers of fertilizer nitrogen, which agreement was modified and supplemented on the same date by an exchange of letters whereby said supplementary agreement was expressly made applicable to the United States as an export market notwithstanding the fact that the original terms thereof did not include the United States.

38. In addition to the said general agreement of August 4, 1938, and the aforesaid supplementary agreements, the parties to the said cartel agreements are likewise parties, collectively, as the C. I. A. group, to a cartel agreement, entered into on August 4, 1938, with the Chilean parent corporation, referred to therein as "the Chilean group," which is represented in cartel relationships by its wholly-owned subsidiary, the Nitrate Corporation of Chile, Ltd., of London, which said cartel agreement relates to the participation of the Chilean group in sales of fertilizer nitrogen in C. I. A. home markets and export markets, and to which cartel agreement there is annexed a supplemental memorandum stating that, in applying said cartel agreement, sales of Arcadian nitrate of soda shall be included. By said C. I. A.—Chilean cartel agreement, the C. I. A. group and the Chilean group fix the percentages or quotas of sales in each home market to which the Chilean group is entitled, and also the percentages or quotas of sales to which the Chilean group is entitled in the export markets. Prices in the export markets are

fixed by agreement between the C. I. A. group and the Chilean group. The price in each home market is fixed by agreement between the Chilean group and the local producer group of the C. I. A. All the prices so fixed are intended to be such that each group to said agreements will be enabled thereby to make sales equal to the quotas fixed for it. If either the C. I. A. group or the Chilean group sells more than its quota, it makes compensation to the other group upon a basis provided for in said agreement.

39. Said Chilean Nitrate and Iodine Sales Corporation, Chilean Nitrate Sales Corporation, Anglo-Chilean Nitrate Corporation, Lautaro Nitrate Company, Imperial Chemical Industries, Ltd., and Synthetic Nitrogen Products Corporation, and the officers, directors, and agents of said companies, are not made defendants in this bill of complaint but are referred to hereinafter as co-conspirators.

#### OFFENSES CHARGED

40. Defendants, including the corporate defendants and the individual defendants, have violated and are now violating, since on or about July 2, 1932, and continuously thereafter, Sections 1, 2, and 3 of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies" and Section 73 of the Act of Congress approved August 27, 1894, entitled "An Act to reduce taxation, to provide revenue for the Government and for other purposes" by combining and conspiring and by engaging in an unlawful combination and conspiracy

to restrain trade and commerce in fertilizer nitrogen among and between the several States of the United States, the District of Columbia, the Territory of Puerto Rico, the Territory of Hawaii and the Philippine Islands and with foreign nations, and by engaging in an unlawful combination and conspiracy to monopolize and by monopolizing trade and commerce in fertilizer nitrogen among and between the several States of the United States, the District of Columbia, the Territory of Puerto Rico, the Territory of Hawaii and the Philippine Islands.

41. The corporate defendants, acting by and through said individual defendants, and their co-conspirators have continuously engaged in an unlawful combination and conspiracy to control the importation of fertilizer nitrogen into the United States, to wit: the quantities of each type of fertilizer nitrogen to be so imported, the parties to sell and those to buy the various types of fertilizer nitrogen so imported, and the prices to be charged to purchasers thereof in the United States, such quantities, parties, and prices being fixed and determined by said defendants and their co-conspirators by arbitrary and non-competitive means and methods.

42. Said unlawful combination and conspiracy was intended to be effectuated and has been effectuated and is now being effectuated by said defendants and their co-conspirators by divers means and methods, including, among others, the following:

(a) restricting importations of sulphate of ammonia into the United States to those made by Consolidated Mining & Smelting Company,

Trail, B. C., Canada, and Staatsmijnen, in Limburg, The Netherlands, to be distributed in the United States only through Bradley & Baker, of New York City;

(b) restricting importations into the United States of Cal-Nitro of that grade which contains approximately 20 per cent of nitrogen to that sold by said Stickstoff-Syndikat, to be distributed in the United States only through said Synthetic Nitrogen Products Corporation, New York City;

(c) withholding from importation into the United States of substantial quantities of that grade of Cal-Nitro which contains approximately 16 per cent of nitrogen;

(d) requiring said defendant, The Barrett Company, to refrain (and said defendant has refrained) from producing a nitrogen-bearing fertilizer material containing 16 per cent of nitrogen and comparable in its fertilizer properties to Cal-Nitro;

(e) suppressing and preventing the importation of sulphate of ammonia from Japan into the United States;

(f) allowing in exceptional instances only, said Bradley & Baker, of New York City, to import from those producers known as "the Sluiskil Group" sulphate of ammonia for distribution and sale in the United States;

(g) reducing substantially the quantities of sulphate of ammonia available for importation into the United States from all sources;

(h) permitting and allowing only said Stickstoff Syndikat to sell for importation into the United States all nitrogen-bearing materials produced in Norway;

(i) prescribing, restricting, and limiting the total quantity of ammonium nitrate to be imported into the United States;

(j) maintaining a fixed relationship between the unit prices established by them for each class of nitrogen-bearing materials;

(k) exchanging statistical and other information relative to production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials;

(l) increasing, decreasing, and diverting imports of nitrogen-bearing materials, on the basis of such statistical and other information so exchanged by them;

(m) exercising constantly a careful surveillance over all importations of nitrogenous materials into the United States, and, by means of the statistics and information so exchanged, controlling such importations;

(n) adhering strictly to and maintaining the uniform prices and other terms so arbitrarily fixed, determined, and established by them, as aforesaid, for the sale of each type of nitrogen-bearing materials;

(o) reporting to each other any failure to adhere to such uniform prices and other terms so fixed by them in the sale of any nitrogen-bearing materials imported and sold in the United States.

43. Said corporate defendants, acting by and through said individual defendants, and their co-conspirators, have continuously engaged in an unlawful combination and conspiracy to control the exportation of fertilizer nitrogen from the United States, to wit: the quantities of each type of fertilizer nitrogen to be exported there-

from, the countries to which they are to be exported, and the prices to be charged therefor, such quantities, parties, and prices being fixed and determined by said defendants and their co-conspirators by arbitrary and non-competitive means and methods.

44. Said unlawful combination and conspiracy was intended to be effectuated, and has been effectuated and is now being effectuated by said defendants and their co-conspirators by divers means and methods, including, among others, the following:

(a) fixing and prescribing the quantities of sulphate of ammonia to be exported from the United States to foreign countries;

(b) fixing and prescribing the quantities of synthetic nitrate of soda to be exported from the United States to foreign countries;

(c) requiring exporters of nitrogen-bearing materials to adhere (and said exporters have adhered) to basic unit prices established by the cartel hereinbefore alleged and described for the sale in foreign countries of each class of nitrogen-bearing material exported by them;

(d) fixing and prescribing the quota of sulphate of ammonia to be exported by said defendant, The Barrett Company, to the Dutch East Indies, including Sumatra and Java;

(e) requiring said defendant, The Barrett Company, to refrain (and said defendant has refrained) pursuant to an agreement entered into between said Imperial Chemical Industries, Limited, and Mitsui & Co., from exporting sulphate of ammonia to Japan;

(f) requiring said defendant, The Barrett Company, to cooperate (and said defendant has

cooperated) to maintain the price structure for nitrogen-bearing materials in foreign nations fixed and established by the cartel agreements hereinbefore alleged and described;

(g) maintaining a fixed relationship between the unit prices established by defendants for each class of nitrogen-bearing material;

(h) requiring said defendant, The Barrett Company, to refrain (and said defendant has refrained) from exporting nitrogen-bearing materials to the Canary Islands;

(i) requiring said defendant, The Barrett Company, to refrain (and said defendant has refrained) from exporting substantial quantities of sulphate of ammonia to France, in consideration of said Barrett Company's being allowed to export a substantial quantity or quota of synthetic nitrate of soda to France;

(j) requiring defendant, said du Pont Company, to refrain (and said defendant has refrained) from selling Uramon in Jamaica (British West Indies);

(k) allotting Mexico principally to said Stickstoff-Syndikat as an export market in which to sell nitrogen-bearing materials;

(l) requiring said defendant, The Barrett Company, and the companies hereinbefore described as "the Chilean group" to sell at fixed and uniform prices (and said defendant and said group have so sold) nitrate of soda exported by them to Japan;

(m) increasing, during the 1936-1937 fertilizer season, by \$1.00 per ton the price of nitrate of soda sold in Japan;

(n) fixing and establishing the quantities or quotas of nitrogen-bearing materials which said

defendant, The Barrett Company, may export to France, Egypt, Spain, and Greece, and the prices at which said materials may be sold in those countries;

(o) requiring the cartel groups hereinbefore alleged and described, including Imperial Chemical Industries, Limited, to render assistance (and said company has so rendered such assistance) to said defendant, The Barrett Company, in disposing of nitrogen-bearing materials in certain foreign countries;

(p) requiring said defendant, The Barrett Company, in selling nitrogen-bearing materials in foreign countries to adhere (and said defendant has adhered) to the prices established for each type of said materials by the cartel groups hereinbefore alleged and described;

(q) requiring said defendant, The Barrett Company, to refrain (and said defendant has refrained) from exporting nitrate of soda in substantial quantities into those foreign markets reserved by the cartel groups hereinbefore alleged and described to the companies hereinbefore described as "the Chilean group";

(r) requiring said defendant, The Barrett Company, through its subsidiary Aikman (London), Ltd., to cooperate (and said defendant has so cooperated) with the group of companies hereinbefore described as "the Chilean group" to observe, in the sale of nitrate of soda in foreign countries, fixed and uniform prices established by defendants;

(s) requiring that nitrogen-bearing materials of the same class as Chilean nitrate of soda be not exported from the United States for sale in foreign countries at prices per unit of nitrogen

less than the unit prices of nitrogen fixed for Chilean nitrate of soda;

(t) exchanging statistical and other information relative to production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials in all the markets of the world, including the United States;

(u) increasing, decreasing, and diverting exports of nitrogen-bearing materials, on the basis of the statistical and other information exchanged among them, as aforesaid;

(v) exercising constantly a careful surveillance over all exports of nitrogen-bearing materials from the United States, on the basis of such statistical and other information so exchanged by them;

(w) reporting to each other any failure to adhere to such uniform prices so fixed by them in the sale of any nitrogen-bearing materials exported from the United States to foreign countries and sold therein.

45. Said corporate defendants, acting by and through said individual defendants, and their co-conspirators have continuously engaged in an unlawful combination and conspiracy arbitrarily to fix, determine, establish, and maintain non-competitive prices for the sale of fertilizer nitrogen in the trade and commerce aforesaid. Pursuant to said continuing combination and conspiracy, said defendants, including said corporate defendants, have, arbitrarily by concerted action and agreement, from time to time fixed, determined, established, and maintained said non-competitive prices for the sale of fertilizer nitrogen, and have unlawfully restricted, suppressed, and eliminated competition among them-

selves in the sale of fertilizer nitrogen to purchasers in trade and commerce in the Territory of Puerto Rico, in violation of Section 3 of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

46. Said unlawful combination and conspiracy was intended to be effectuated, and has been effectuated, and is now being effectuated by said defendants by divers means and methods, including, among others, the following:

(a) maintaining in said Puerto Rico a fixed and uniform price structure for each class of nitrogen-bearing materials;

(b) requiring said Stickstoff-Syndikat to induce (and said Syndikat has induced) an independent German producer of nitrogen-bearing materials, in making sales in said Puerto Rico, to adhere to the price structure established by said defendants and their co-conspirators or to withdraw from that market;

(c) exchanging statistical and other information relative to the production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials;

(d) exercising constantly a careful surveillance over all distribution and sales of nitrogen-bearing materials in Puerto Rico, and, by means of the statistical and other information so exchanged, controlling such sales and distribution;

(e) increasing, decreasing, and diverting deliveries of quantities of nitrogen-bearing materials to said Puerto Rico, on the basis of such

statistical and other information so exchanged by defendants.

47. Said corporate defendants, acting by and through said individual defendants, and their co-conspirators, have continuously engaged in an unlawful combination and conspiracy arbitrarily to fix, determine, establish, and maintain non-competitive prices for the sale of fertilizer nitrogen in the trade and commerce aforesaid. Pursuant to said continuing combination and conspiracy, said defendants, including said corporate defendants, have, arbitrarily by concerted action and agreement, from time to time fixed, determined, established and maintained, said non-competitive prices for the sale of fertilizer nitrogen, and have unlawfully restricted, suppressed, and eliminated competition among themselves in the sale of fertilizer nitrogen to purchasers in trade and commerce in the Territory of Hawaii, in violation of Section 3 of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

48. Said unlawful combination and conspiracy was intended to be effectuated, and has been effectuated, and is now being effectuated by said defendants and their co-conspirators by divers means and methods, including, among others, the following:

(a) adhering to the fixed, arbitrary, uniform and non-competitive prices established by said defendants and their co-conspirators for each type of nitrogen-bearing materials in the sale and distribution of said materials to purchasers in said Territory of Hawaii;

(b) exchanging statistical and other information relative to the production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials;

(c) exercising constantly a careful surveillance over all distribution and sales of nitrogen-bearing materials in said Hawaii, and by means of the statistical and other information so exchanged, controlling such sale and distribution;

(d) increasing, decreasing, and diverting deliveries of quantities of nitrogen-bearing materials to said Hawaii on the basis of such statistical and other information so exchanged by defendants.

49. Said corporate defendants, acting by and through said individual defendants, and their co-conspirators have continuously engaged in an unlawful combination and conspiracy arbitrarily to fix, determine, establish, and maintain non-competitive prices for the sale of fertilizer nitrogen in the trade and commerce aforesaid. Pursuant to said continuing combination and conspiracy, said defendants, including said corporate defendants, have arbitrarily, by concerted action and agreement, from time to time fixed, determined, established and maintained, said non-competitive prices for the sale of fertilizer nitrogen, and have unlawfully restricted, suppressed, and eliminated competition among themselves in the sale of fertilizer nitrogen to purchasers in trade and commerce in the Philippine Islands, in violation of Section 3 of the Act of Congress approved July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies."

50. Said unlawful combination and conspiracy was intended to be effectuated, and has been effectuated, and is now being effectuated by said defendants and their co-conspirators by divers means and methods, including, among others, the following:

(a) including said Philippine Islands as an export market within the provisions of the cartel agreements hereinbefore alleged which allocated quotas of nitrogen-bearing materials among export markets, and did apply the arbitrary, and non-competitive uniform prices established by said cartel agreements to each class of nitrogen-bearing materials exported to said Islands;

(b) allocating to said defendants, The Barrett Company, and to the Shell Chemical Company, respectively, quotas of sulphate of ammonia, to be distributed and sold by them in said Philippine Islands;

(c) allocating to said Stickstoff-Syndikat and the Consolidated Mining and Smelting Company, Trail, B. C., Canada, respectively, quotas of sulphate of ammonia, to be distributed and sold by them in said Philippine Islands;

(d) requiring said defendant, The Barrett Company, to adhere (and said defendant has adhered), in its sales of nitrogen-bearing materials in said Philippine Islands, to uniform and arbitrary prices furnished by said Imperial Chemical Industries, Limited;

(e) requiring said American Cyanamid Company, to refrain (and said defendant has refrained) from selling cyanamid in said Philippine Islands;

(f) requiring said Shell Chemical Company to sell (and said defendant has sold) sulphate of

ammonia in said Philippine Islands only at the prices fixed by said defendants and their co-conspirators herein named;

(g) requiring defendant, said du Pont Company, to refrain (and said defendant has refrained) from selling Uramon in said Philippine Islands;

(h) exchanging statistical and other information relative to the production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials;

(i) exercising constantly a careful surveillance over all distribution and sales of nitrogen-bearing materials in said Philippine Islands, and, by means of the statistical and other information so exchanged, controlling such sale and distribution;

(j) increasing, decreasing, and diverting deliveries of quantities of nitrogen-bearing materials to said Philippine Islands on the basis of such statistical and other information so exchanged by defendants.

51. Said corporate defendants, acting through said individual defendants, and their co-conspirators have continuously engaged, during and throughout the period of time aforesaid, in an unlawful combination, conspiracy, and agreement, by, between, and among the said defendants and their co-conspirators, one or more of which said co-conspirators, to wit, Synthetic Nitrogen Products Corporation and Chilean Nitrate Sales Corporation, have been and are engaged in importing fertilizer nitrogen from foreign countries into the United States, which said combination, conspiracy and agreement was intended to operate, has operated and

now operates in restraint of lawful trade and free competition in fertilizer nitrogen imported into the United States, and to increase the market price in all states of the United States for fertilizer nitrogen imported in the United States.

52. Said unlawful combination and conspiracy was intended to be effectuated, has been effectuated, and is now being effectuated, by said defendants and their co-conspirators through divers means and methods, among others, to wit: by

(a) restricting importations of sulphate of ammonia into the United States to those made by Consolidated Mining & Smelting Company, Trail, B. C., Canada; and Staatsmijnen, in Limburg, The Netherlands, to be distributed in the United States only through Bradley & Baker, of New York City;

(b) restricting imports into the United States of Cal-Nitro of that grade which contains approximately 20 per cent of nitrogen to that sold by said Stickstoff-Syndikat, to be distributed in the United States only through said Synthetic Nitrogen Products Corporation, New York City;

(c) withholding from importation into the United States that grade of Cal-Nitro which contains approximately 16 per cent of nitrogen;

(d) suppressing and preventing the importation of sulphate of ammonia from Japan into the United States;

(e) allowing, in exceptional instances only, said Bradley & Baker, of New York City, to import from those producers known as "the Sluis-kil Group" sulphate of Ammonia for distribution and sale in the United States;

(f) substantially reducing the quantities of sulphate of ammonia available for importation into the United States from all sources;

(g) permitting and allowing only said Stickstoff-Syndikat to sell for importation into the United States nitrogen-bearing materials produced in Norway;

(h) prescribing, restricting, and limiting the total quantity of ammonium nitrate to be imported into the United States;

(i) maintaining a fixed relationship between the unit prices established by them for each class of nitrogen-bearing materials;

(j) exchanging statistical and other information relative to production, estimated production, imports, exports, and consumption of each class of nitrogen-bearing materials;

(k) increasing, decreasing, and diverting imports of nitrogen-bearing materials, on the basis of such statistical and other information so exchanged by defendants;

(l) exercising constantly a careful surveillance over all importations of nitrogenous materials into the United States, and, by means of the statistical and other information so exchanged, controlling such importations;

(m) adhering strictly to and maintaining the uniform prices so arbitrarily fixed, determined, and established by them, as aforesaid, for the sale of each type of nitrogen-bearing materials;

(n) reporting to each other any failure to adhere to such uniform prices and other terms so fixed by them in the sale of any nitrogen-bearing materials imported and sold in the United States.

53. Said corporate defendants, acting by and through said individual defendants, and said Chilean subsidiary and said other co-conspirators, have been continuously engaged in a combination and conspiracy among themselves and with each other, arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices in the sale of nitrate of soda in said trade and commerce. Pursuant to said combination and conspiracy, said defendants, including said corporate defendants, and the aforesaid co-conspirators, have by concerted action and agreement, arbitrarily fixed, determined, established and maintained uniform and non-competitive prices in the sale of nitrate of soda in said trade and commerce.

54. And said corporate defendants, acting by and through said individual defendants, and said Chilean subsidiary and aforesaid other co-conspirators, have been continuously engaged throughout the period of time aforesaid, in a combination and conspiracy among themselves and with each other, to dominate the market in nitrate of soda, to draw unto themselves all sales of nitrate of soda, to control the marketing and distribution of nitrate of soda in trade and commerce among the several states of the United States and with foreign nations, to exclude all other persons from said trade and commerce, and so to monopolize said trade and commerce in nitrate of soda. And said corporate defendants, acting by and through said individual defendants, and the Chilean subsidiary, and said other co-conspirators, have drawn unto themselves all sales of nitrate of soda, have dominated and controlled the mar-

keting and distribution of nitrate of soda in trade and commerce among the several states of the United States and with foreign nations, have excluded all other persons therefrom, and so have monopolized said trade and commerce in nitrate of soda.

55. Said unlawful combinations and conspiracies and unlawful monopolization were intended to be effectuated, and have been effectuated, and are now being effectuated, by said defendants, including said corporate defendants, and the aforesaid co-conspirators, through divers means and methods, including among others, the following:

(a) The Chilean subsidiary in New York and The Barrett Company have quoted and charged and now quote and charge identical prices for the sale of both bulk and bagged nitrate of soda in interstate and foreign commerce, as aforesaid.

(b) The Chilean subsidiary in New York and The Barrett Company have quoted and charged and now quote and charge identical, uniform and non-competitive prices for the sale of nitrate of soda at all ports from which said nitrate of soda moves in commerce, said ports and shipping points having been selected by said defendants and having been and now being designated by them as "recognized" ports.

(c) The Chilean subsidiary in New York and The Barrett Company, have quoted and charged and now quote and charge identical, uniform and non-competitive prices on both bulk and bagged nitrate of soda, at certain ports, and make outright sales to purchasers thereof, in a group of states and certain areas in the Northern, New England, Midwestern and Pacific

Coast sections of the United States, said group of states and said areas having been selected by said defendants.

(d) The Chilean subsidiary in New York and The Barrett Company have entered into and utilized, and now utilize so-called "producer agency contracts" for the sale of *bagged* nitrate of soda only in the same geographical areas of the United States, to wit, in a specified group of Southern and Southeastern states and areas of the United States which have been selected by said co-conspirators and said defendants and the boundaries of which areas have been precisely demarcated and delimited by said co-conspirators and said defendants; in and by said contracts, said co-conspirators and said defendants have charged and now charge identical and uniform delivered prices; in and by said contracts, said co-conspirators and said defendants have imposed uniform and substantially identical terms and conditions for the sale of nitrate of soda thereunder to consumers in said states and areas; in and by said contracts said co-conspirators and said defendants have designated themselves as "producers" and their said sales agents as "agents," and said co-conspirators and said defendants have issued and now issue instructions to said sales agents which require the latter to adhere to said prices and other terms for the sale of such nitrate of soda to consumers in said states and areas; where delivery of bagged nitrate of soda was and is made to a consumer by truck from the nearest railroad station to the consumer's farm, said co-conspirators and said defendants have granted and now grant a uniform and identical allowance to cover truck

haulage of said nitrate of soda to the consumer's farm.

(e) In the selling of bagged nitrate of soda, under and pursuant to said producer agency contracts, in the selected states and areas above referred to, the Chilean subsidiary in New York and The Barrett Company have included and now include in the delivered prices of bagged nitrate of soda a fixed railroad freight charge called by said co-conspirators and said defendants a freight differential, regardless of whether a different method of transportation than all rail freight transportation was or is used, in whole or in part, and regardless of whether the cost of the method of transportation so used was or is more or less than such rate.

(f) Under and pursuant to said producer agency contracts, the Chilean subsidiary in New York and The Barrett Company have adopted and utilized and now use uniform schedules of handling and transportation charges on nitrate moving from all of said recognized ports and from said Hopewell to sales agents and to consumers.

(g) Under and pursuant to said producer agency contracts, the Chilean subsidiary in New York and The Barrett Company have required and now require their said sales agents to refrain from making any sales of said bagged nitrate of soda to themselves, or to other fertilizer manufacturers.

(h) In and by said producer agency contracts, the Chilean subsidiary in New York and The Barrett Company have adopted and utilized and now use a uniform schedule of commissions to be paid to said agents and to sub-agents of said

agents, including so-called "additional commissions."

(i) In and by said producer agency contracts the Chilean subsidiary in New York and The Barrett Company in computing said additional commissions to be paid to said sales agents, have permitted and now permit said sales agents to group or lump the total tonnage of nitrate of soda sold by said sales agents for both of said defendants, for delivery during the period of said agreements, and have paid and now pay to said agents said additional commissions thereon based on such uniform schedule.

(j) In perfecting sales of bagged nitrate of soda, under and pursuant to said producer agency contracts, as aforesaid, the Chilean subsidiary in New York and The Barrett Company have, in many instances, employed and now employ the same so-called "sales agent".

(k) In selling and delivering Chilean bagged nitrate of soda under and pursuant to said producer agency contracts, the Chilean subsidiary in New York, has equalized and now equalizes freight or other transportation charges with respect to Hopewell, Virginia, irrespective of the port or shipping point from which particular shipments of Chilean nitrate of soda move.

(l) In selling and delivering the nitrate of soda handled and sold by it, as aforesaid, The Barrett Company has equalized and now equalizes freight or other transportation charges with respect to said recognized ports, irrespective of the shipping point from which particular shipments of nitrate of soda handled by The Barrett Company move.

(m) In and by said producer agency contracts, the Chilean subsidiary in New York and The Barrett Company have prescribed and now prescribe that title to said bagged nitrate of soda shall remain in said producers until actual delivery to the consumer-purchaser has been made by said agents or said sub-agents.

(n) In and by said producer agency contracts, said agents and said sub-agents were and are required to make sales at full cash, consumer prices, as set forth in said contracts and said instructions, and as prescribed by said defendants, in the territories in which said agents or sub-agents do business, or in territories which are prescribed by said producers.

(o) In effectuating their said sales policies for the marketing and distribution of said nitrate of soda, the Chilean subsidiary in New York and The Barrett Company have employed and now employ so-called "district managers" in various cities in the fertilizer consuming areas of the United States, to supervise and check all sales of nitrate of soda, promote said sales policies of said defendants, gather statistics as to shipments, sales price and consumption of nitrate of soda, and in general, to keep their respective employers, said co-conspirators and said defendants, constantly informed as to any deviation from the terms of said sales contracts.

(p) The Chilean subsidiary in New York and The Barrett Company, through close surveillance and policing of the nitrate of soda industry, through their district managers and sales agents and sub-agents, and other officers and employees of said co-conspirators and said defendants, have

secured and now secure strict and precise adherence to the terms of their said sales contracts.

(q) The Chilean subsidiary in New York and The Barrett Company have employed and now employ, so-called "port agents" at said recognized ports of the United States, to attend to the storage, warehousing, reconditioning, bagging, shipment and invoicing of all nitrate of soda, from said ports to consumers in the various fertilizer consuming areas of the United States, and have issued to said port agents substantially identical instructions with respect thereto, and particularly with respect to the uniform storage, warehousing, handling, reconditioning, freight, transportation, or other charges to be charged and exacted in connection with said shipments; in some instances, such agents act as port agents for each of said co-conspirators and said defendants.

(r) The Chilean subsidiary in New York and The Barrett Company, have conferred and exchanged and now exchange information with each other with respect to the prices at which nitrate of soda shall be sold to foreign purchasers in export commerce.

(s) The Chilean subsidiary in New York and The Barrett Company, have prepared or caused to be prepared, and have issued and exchanged and now exchange with each other, bulletins, letters, price lists and schedules, setting forth their respective sales policies and requirements in the marketing and distribution of said nitrate of soda; said co-conspirators and said defendants have also prepared and exchanged and now exchange with each other statistical compilations with respect to imports, exports, production, con-

sumption, and prices of nitrate of soda at given periods; said defendants have also distributed or caused to be distributed and now distribute to and among their agents, sub-agents and employees and representatives, a substantial portion of the printed and other material above referred to.

56. Defendants and their co-conspirators have continuously engaged in an unlawful combination and conspiracy arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices per unit of nitrogen content to be charged to purchasers of nitrogen-bearing fertilizers, to wit, said sulphate of ammonia, Cal-Nitro, and Uramon, sold and distributed in said trade and commerce.

57. Said unlawful combination and conspiracy was intended to be effectuated, and has been effectuated, and is now being effectuated, by said defendants and their co-conspirators through divers means and methods, among others, the following:

(a) Each of the said corporate defendants has quoted and sold (and it now quotes and sells) the aforesaid products by it respectively sold and distributed in interstate and foreign commerce only at unit prices of nitrogen content identical with the unit prices of nitrogen content quoted and charged by each of the other corporate defendants;

(b) In making sales of the aforesaid products respectively distributed by each of the corporate defendants, said defendants have quoted and charged, and they now quote and charge, uniform and non-competitive prices at certain ports and

inland points theretofore selected and agreed upon by them, and said corporate defendants have computed and adjusted freight charges upon said products (and the corporate defendants now compute and adjust freight charges thereon), upon the basis of such ports or inland points, so that the delivered price charged to the consumers of such products has been and is now identical per unit of nitrogen for all three of said nitrogen-bearing products.

58. The corporate defendants and their co-conspirators have been continuously engaged in an unlawful combination and conspiracy arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices for the sale of synthetic ammonia solutions in said trade and commerce. Pursuant to said continuing combination and conspiracy, as aforesaid, said defendants have, by concerted action and agreement, arbitrarily fixed, determined, established and maintained said uniform and non-competitive prices for the sale of said synthetic ammonia solutions.

59. Said unlawful combination and conspiracy has been effectuated by divers means and methods, including, among others, the following: The defendants, since on or about July 1, 1932, through conferences, communications, and meetings have, from time to time, agreed upon and adopted by concerted action, among other things, the following:

- (a) Uniform prices per unit of ammonia contained in anhydrous ammonia solutions for sale under contract in full tank car lots to fertilizer mixers and mixing plants;

(b) Uniform prices per unit of ammonia contained in said Nitrogen Solution II and said Urea-Ammonia Liquors for sale under contract in full tank car lots to fertilizer mixers and mixing plants;

(c) Uniform terms, other than prices, for the sale and delivery of all of said synthetic ammonia solutions.

60. In pursuance of said combination and conspiracy, said defendants, acting in concert with each other and with their co-conspirators, agreed to and did:

(a) Sell substantial quantities of said synthetic ammonia solutions produced by them to large industrial consumers thereof (who had prior thereto determined to create their own sources of supply of such solutions by building and operating their own plants) at prices substantially lower than the price agreed upon, fixed and charged by said defendants in their sales of said solutions to fertilizer mixers or mixing plants, as aforesaid, thereby effectually discouraging and dissuading said industrial consumers from becoming producers of synthetic ammonia solutions on their own account and thereby causing them to refrain from building such projected plants;

(b) Purchase from small-volume industrial producers of synthetic ammonia solutions all of their annual production of such solutions at price levels and prices, arbitrarily fixed by the defendants herein named, which tended to and did effectually discourage and dissuade such small-volume industrial producers of such solutions from enlarging their plant capacities to produce increased amounts of such solutions;

(c) Obtain exclusive sales agency agreements from small-volume industrial producers of synthetic ammonia solutions pursuant to which said corporate defendant, The Barrett Company, was made exclusive sales agent for the total production and sale of such solutions by said producers, and whereby said Barrett Company was enabled, through its knowledge of market conditions in various parts of the United States and through its contacts with purchasers in such markets, arbitrarily to fix in concert and combination with said other defendants, as aforesaid, the prices and price levels at which such solutions were to be sold and were sold in the United States market, thereby effectually discouraging and dissuading said industrial producers from increasing their plant capacities for the production of such solutions.

(d) Call and hold conferences attended by one or more of said individual defendants connected with said Barrett Company and said du Pont Company, or by other representatives of said corporate defendants, at which conferences various traffic problems relative to the shipment and transportation of the products of said corporate defendants to purchasers thereof have been discussed and uniform means and measures for the solution thereof have been agreed upon, and said corporate defendants, acting by and through said individual defendants or other representatives of said corporate defendants who attended said meetings, have by agreement adopted and effectuated such uniform means and measures.

61. Defendant The Barreett Company and the individual defendants who are officers or directors of said

The Barrett Company have unlawfully entered into contracts in restraint of trade and commerce among the several states and foreign nations in sulphate of ammonia whereby it was unlawfully conceived, devised and formulated by such defendants that said defendant The Barrett Company would obtain control of substantially all of the sales of sulphate of ammonia produced in the United States and thereby dominate the market and be able arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices for the sale of sulphate of ammonia in interstate commerce throughout the United States, unlawfully have negotiated and caused said defendant, The Barrett Company, to enter into, and said defendant, The Barrett Company, unlawfully has entered into, contracts in restraint of trade and commerce among the several states of the United States and with foreign nations in sulphate of ammonia, in violation of Section 1 of the Act of Congress approved July 2, 1890, entitled "An Act To protect trade and commerce against unlawful restraints and monopolies," as amended by the Act approved August 17, 1937, entitled "An Act To provide additional revenue for the District of Columbia, and for other purposes," that is to say:

62. Said defendants unlawfully have negotiated and caused said defendant, The Barrett Company, to enter into, and said defendant, The Barrett Company, unlawfully has entered into contracts, the effect of which has been to enable said defendant, The Barrett Company, arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices for the sale of sulphate of ammonia in trade and commerce among

the several states of the United States, and with foreign nations, as aforesaid, and said defendant, The Barrett Company has fixed, determined, established and maintained such prices for the sale of sulphate of ammonia in said trade and commerce.

63. In pursuance of said plan and purpose, said individual defendants, during the period covered by this complaint, have approached numerous producers of sulphate of ammonia, seeking to obtain from them contracts by which said producers would appoint said defendant, The Barrett Company, the sole and exclusive agent for the sale of all sulphate of ammonia produced by them, and substantially all of the principal producers of sulphate of ammonia in the United States have entered into such contracts, by which they have appointed said defendant, The Barrett Company, their sole and exclusive selling agent for the sale of their entire production of sulphate of ammonia and ammonia compounds. Said defendant, The Barrett Company, has entered into and now has in effect such exclusive sales contracts with approximately thirty-seven producers of sulphate of ammonia, who produce more than 55 per cent of all sulphate of ammonia produced in the United States.

64. Orders of purchasers desiring to buy sulphate of ammonia are taken by said defendant, The Barrett Company, as exclusive sales agent named in said contracts; the quantities of sulphate of ammonia called for by said orders are, upon request of the exclusive sales agent, shipped directly to said purchasers from the plant of the producer which is nearest the point where

said purchasers respectively are located, said sulphate of ammonia so sold being billed by the producer to said Barrett Company and by said Barrett Company billed in its own name to said purchasers. At regular intervals, remittances of amounts received by said Barrett Company in payment for sulphate of ammonia so sold are made by it to the producers for whom such sulphate of ammonia was sold, the commissions due said Barrett Company for effecting such sales being by it first deducted therefrom. Said Barrett Company, under said contracts, deducts as its compensation, a commission of three per cent of the amount remitted to said producers as the proceeds of the sales of all sulphate of ammonia produced by them and sold through said Barrett Company. For a short period commencing at some time during the year 1935 and ending at some time during the year 1937, the Commission received by said Barrett Company, on sales of sulphate of ammonia under said contracts with producers was four percent.

65. There are now in effect such exclusive sales contracts between said defendant, The Barrett Company, and the following large producers of sulphate of ammonia in the United States, among others:

Alabama By-Products Corporation.....	Tarrant, Alabama.
Brooklyn Union Gas Company.....	Brooklyn, New York.
Rockford Gas Light & Coke Company.....	Rockford, Illinois.
Citizens Gas & Coke Utility.....	Indianapolis, Ind.
Commonwealth & Southern Corporation.....	Various plants.
Connecticut Coke Company.....	New Haven, Conn.
Donner-Hanna Coke Corporation.....	Buffalo, New York.
E. I. duPont de Nemours & Co., Inc.....	Philadelphia, Pa.
Great Western Electro-Chemical Co.....	Pittsburg, Cal.
Inland Steel Co.....	Indiana Harbor, Ind.
Interlake Iron Corp. (By-Products Coke Corp.).....	South Chicago, Ill.
Interlake Iron Corp. (The Toledo Furnace Co.).....	Toledo, Ohio.

Interlake Iron Corp. (Zenith Furnace Co.)	Duluth, Minn.
Interlake Iron Corp. (Perry Furnace Co.)	Erie, Pa.
Koppers Co. (Seaboard By-Products Coke Co.)	Kearny, N. J.
Koppers Gas and Coke Co.	St. Paul, Minn.
Laclede Gas Light Co.	St. Louis, Mo.
North Shore Coke & Chemical Co.	Waukegan, Ill.
Pittsburgh Coke & Iron Co.	Neville Island, Pa.
Pittsburgh Crucible Steel Co.	Midland, Pa.
Rochester Gas & Electric Corp.	Rochester, N. Y.
Sloss-Sheffield Steel & Iron Co.	Birmingham, Ala.
Tennessee Products Corp.	Chattanooga, Tenn.
Woodward Iron Co.	Woodward, Ala.
Youngstown Sheet & Tube Co.	Youngstown, Ohio.
Youngstown Sheet & Tube Co.	South Chicago, Ill.

66. In some instances, in entering into said sales contracts, producers of sulphate of ammonia have reserved the right to sell relatively small quantities of sulphate of ammonia directly to certain purchasers named in the contract, or to sell sulphate of ammonia in certain specified territories. Said defendant, The Barrett Company, now has in effect sales contracts containing said reservations as aforesaid with the following producers of sulphate of ammonia in the United States, among others:

American Rolling Mill Co. (Hamilton Coke & Iron Co.)	Hamilton, Ohio.
Chicago By-Product Coke Co.	Chicago, Ill.
Philadelphia Coke Co.	Philadelphia, Pa.
Rainey Wood Coke Co.	Swedeland, Pa.
Bethlehem Steel Co.	Lackawanna, N. Y.
	Sparrows Point, Md.
	Bethlehem, Pa.
	Steelton, Pa.
	Johnstown, Pa.
Colorado Fuel & Iron Co.	Pueblo, Colo.
Republic Steel Co. (Gulf States Steel Co.)	Alabama City, Ala.
Republic Steel Co. (The Trumbull Cliffs Furnace Co.)	Warren, Ohio.
Republic Steel Co.	Youngstown, Ohio.
	Canton, Ohio.
	Massillon, Ohio.
	Birmingham, Ala.
Shell Chemical Co.	Shell Point, Calif.
Wisconsin Steel Co.	South Chicago, Ill.

67. Certain of said sales contracts have by their terms continued in effect from year to year, not having been cancelled by either party thereto by notice to the other as provided therein; others are for fixed terms, but many of the latter have been duly renewed by the parties thereto and are now in effect.

68. By means of said contracts, said defendant, The Barrett Company, is enabled to fix and does arbitrarily fix the prices at which all sulphate of ammonia made by producers with whom it has such contracts shall be sold by said producers, and said defendant, The Barrett Company, requires said producers to market their entire production of sulphate of ammonia exclusively through said Barrett Company.

69. In further pursuance of said plan and purpose, defendants have caused said defendant, The Barrett Company, to purchase for resale substantial quantities of sulphate of ammonia from various other producers of that commodity in the United States from whom said Barrett Company has been unable to obtain exclusive sales contracts as aforesaid, and said defendant, The Barrett Company, has, during the period covered by this complaint, purchased from such other producers of sulphate of ammonia substantial quantities thereof, among others, from the following:

American Steel & Wire Co.	Jones & Laughlin Steel Corp.
Astoria Light, Heat & Power Co.	National Tube Co.
Carnegie Illinois Steel Corp.	New England Coke Co.
Columbia Steel Corp.	Public Service Electric & Gas Co.
Consolidated Edison Co.	Tennessee Coal, Iron & R. R. Co.
Ford Motor Co.	U. S. Steel Products Co.
Hudson Valley Fuel Corp.	Weirton Steel Co.

70. In making such purchases of sulphate of ammonia, said defendant, The Barrett Company, pays a price identical with that which those producers of that community with whom it has exclusive sales contracts receive, and in selling the sulphate of ammonia so purchased said defendant, The Barrett Company, receives from purchasers thereof the then prevailing uniform price for sulphate of ammonia so fixed by it as aforesaid.

71. The effect of such purchases by said defendant, The Barrett Company, of sulphate of ammonia from such producers with whom it has been unable to obtain exclusive sales contracts is to prevent sulphate of ammonia made by such producers from being sold by such producers directly, in competition with sulphate of ammonia sold by said Barrett Company, under its exclusive sales contracts with other producers.

72. In the past "fertilizer year," that is to say, from July 1, 1938, to June 30, 1939, sales of sulphate of ammonia by said defendant, The Barrett Company, both as sales agent for producers of that commodity and of sulphate of ammonia bought by it for resale, aggregated approximately 425,000 tons. The estimated total production of sulphate of ammonia in that year by all domestic producers was between 500,000 and 550,000 tons.

73. By and through the control over sales of sulphate of ammonia in trade and commerce among the several states of the United States which it has acquired by means of said sales contracts with the principal producers of sulphate of ammonia in the United States, and by said purchases for resale of sulphate of ammonia from other producers thereof from whom it has been

unable to obtain such sales contracts, said defendant, The Barrett Company, has been able to fix, determine, establish, and maintain uniform and non-competitive prices for sulphate of ammonia sold in the United States in said trade and commerce, and said defendant, The Barrett Company, has in fact fixed, determined, established, and maintained uniform and non-competitive prices for sulphate of ammonia sold in said trade and commerce.

74. The Barrett Company has sought to obtain control of substantially all of the sales of sulphate of ammonia produced in the United States and thereby to dominate the market therefor, and to be able arbitrarily to fix, determine, establish and maintain uniform and non-competitive prices for the sales thereof. To carry out this unlawful plan and purpose, said defendant, The Barrett Company, has attempted, by means of contracts entered into with the principal producers of sulphate of ammonia, and by purchases for resale of sulphate of ammonia from those producers with whom said defendant, The Barrett Company, has been unable to obtain such contracts, to obtain control of substantially all of the sales of sulphate of ammonia produced in the United States, thereby to dominate the market therefor, and to exclude others therefrom, and so to monopolize the trade and commerce among the several states of the United States in sulphate of ammonia.

75. In pursuance of said attempt to monopolize, said defendant, The Barrett Company, during the period covered by this complaint, has approached numerous producers of sulphate of ammonia, seeking to obtain from them contracts by which said producers would

appoint said defendant, The Barrett Company, the sole and exclusive agent for the sale of all sulphate of ammonia produced by them, and substantially all the principal producers of sulphate of ammonia in the United States have entered into such contracts, by which they have appointed said defendant, The Barrett Company, their sole and exclusive selling agent for the sale of their entire production of sulphate of ammonia and ammonia compounds. Said defendant, The Barrett Company, has entered into and now has in effect such exclusive sales contracts with approximately thirty-seven producers of sulphate of ammonia, who produce in excess of 55 per cent of all sulphate of ammonia produced in the United States.

76. Wherefore, complainant prays:

(1) That a writ of subpoena issue, directed to defendants named herein, demanding said defendants to appear herein and answer the allegations contained in this Complaint; that the combinations, conspiracies, monopolies, agreements, and activities of defendants described in this Complaint be declared to constitute a conspiracy in restraint of interstate and foreign trade and commerce, and to be illegal and in violation of the Act of Congress approved July 2, 1890, known as the Sherman Antitrust Act and the Act of Congress approved August 27, 1894, entitled "An Act to reduce taxation, to provide revenue for the Government, and for other purposes," as amended by the Act approved February 12, 1913, entitled "An Act to amend Section 73 and Section 76 of the Act of August 27, 1894," entitled "An Act to reduce taxation, to provide revenue for the Government and for other purposes."

(2) That the aforesaid combinations, conspiracies, and monopolies in restraint of trade and commerce in fertilizer nitrogen among and between the several states of the United States, the District of Columbia, the Territory of Puerto Rico, the Territory of Hawaii, and the Philippine Islands and with foreign nations be adjudged and decreed to be unlawful and that the agreements, understandings, and practices alleged in this complaint be adjudged, and decreed to be in violation of the Sherman Act and acts amendatory thereto.

(3) That the Court adjudge and decree that defendants have combined and conspired to restrain trade and commerce, and pursuant to said combinations and conspiracies have in fact restrained the aforesaid trade and commerce in fertilizer nitrogen among and between the states of the United States, the District of Columbia, the Territory of Puerto Rico, the Territory of Hawaii, and the Philippine Islands and with foreign nations in violation of the Sherman Act and acts amendatory thereto and that the defendants have combined and conspired to monopolize and have monopolized trade and commerce in fertilizer nitrogen and, specifically, in nitrate of soda and sulphate of ammonia, among and between the several states of the United States, the District of Columbia, the Territory of Puerto Rico, the Territory of Hawaii, and the Philippine Islands and with foreign nations in violation of the Sherman Act and acts amendatory thereto.

(4) That the defendants and each of them individually and collectively, their members, successors, officers, directors, managers, agents, servants, employees, and all persons acting or claiming to act, under or on behalf

of them or any of them, be permanently and perpetually enjoined and restrained from in any manner combining, conspiring, contracting, or otherwise acting in concert directly or indirectly, expressly or impliedly, for the purpose, intent, or effect of carrying out, directly or indirectly, expressly or impliedly, all and any combinations and restraints of interstate trade or commerce alleged herein, or similar to those alleged herein.

(5) That the defendants and each of them individually and collectively, their members, successors, officers, directors, managers, agents, servants, employees, and all persons acting or claiming to act, under or on behalf of them or any of them, be permanently and perpetually enjoined and restrained from in any manner monopolizing trade or commerce in fertilizer nitrogen, combining, conspiring, contracting or acting in concert directly or indirectly, expressly or impliedly, for the purpose, intent, or effect of carrying out, directly or indirectly, expressly or impliedly, all and any monopolies of interstate trade or commerce alleged herein, or similar to those alleged herein.

(6) That the plaintiff have such other, further, general and different relief as the nature of the case may require and the Court may deem proper in the premises.

(7) That the plaintiff recover the costs of this suit.

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