

In Equity No. 148

In the District Court of the United States
for the Eastern District of Virginia

UNITED STATES OF AMERICA, PETITIONER

v.

THE NOLAND COMPANY, INC., ET AL., DEFENDANTS

FINAL DECREE

Entered April 19, 1926

**In the District Court of the United States
for the Eastern District of Virginia**

APRIL TERM, 1926

IN EQUITY No. 148.

UNITED STATES OF AMERICA, PETITIONER

v.

THE NOLAND COMPANY, INC., HAINES,
JONES AND CADBURY COMPANY, THE
MOTT-SOUTHERN COMPANY, THE MC-
GRAW - YARBROUGH COMPANY, THE
CRANE COMPANY, GEORGE G. LEE COM-
PANY, INC., THE JAMES ROBERTSON
MANUFACTURING COMPANY OF BALTI-
MORE CITY, PIERCE, BUTLER AND
PIERCE MANUFACTURING CORPORA-
TION, THE STANDARD SUPPLY COM-
PANY, INC., THE SEABOARD SUPPLY
COMPANY, INC., THE SOUTHERN
STATES SUPPLY COMPANY, THE TIDE-
WATER PLUMBING SUPPLY COMPANY,
THE WHITMAN - DOUGLAS COMPANY,
AND THE TOMLINSON COMPANY, INC.,
DEFENDANTS.

FINAL DECREE

This cause came on to be heard at this term upon
petition and answers before any testimony had
been taken herein, the defendant The James Rob-

ertson Manufacturing Company of Baltimore City (in the petition erroneously named as The James Robertson Manufacturing Company), having duly appeared and answered under its correct corporate name, waiving all benefits which might have accrued to it by reason of the aforesaid misnomer, and all defendants, except The Crane Company, having duly appeared and answered by Felix H. Levy, Esq., their solicitor of record, and was argued by counsel.

And the petitioner, by Paul W. Kear, its Attorney for the Eastern District of Virginia, and by William J. Donovan, Assistant to the Attorney General, Abram F. Myers, George P. Alt, and Porter R. Chandler, Special Assistants to the Attorney General, of counsel, having moved the court for relief in accordance with the prayer of the petition.

On consideration whereof, it appearing to the satisfaction of the Court that it has jurisdiction of the subject-matter alleged in the petition, and that the allegations of the petition state a cause of action against the defendants under the Act of July 2, 1890, chapter 647, and that the petitioner is entitled to the relief hereinafter granted; and all of the defendants, except The Crane Company, through their said solicitor of record, now consenting to the rendition and entry of the following decree.

Now therefore it is ordered, adjudged and decreed as follows:

(1) That the defendants, The Noland Company, Inc., Haines, Jones and Cadbury Company, The Mott-Southern Company, The McGraw-Yarbrough Company, George G. Lee Company, Inc., The James Robertson Manufacturing Company of Baltimore City, Pierce, Butler, and Pierce Manufacturing Corporation, The Standard Supply Company, Inc., The Seaboard Supply Company, Inc., The Southern States Supply Company, The Tidewater Plumbing Supply Company, The Whitman-Douglas Company, and The Tomlinson Company, Inc., have been and are engaged in a combination and agreement in restraint of trade and commerce among the several States with respect to plumbing supplies, in the manner and by the means set forth in the petition herein, in violation of the Act of July 2, 1890, chapter 647.

(2) That the term "plumbing supplies" as used in this decree embraces any and all fixtures for use in connection with plumbing work and intended to be connected to water systems and/or sewer systems. It includes, among others, such articles as iron, lead, and brass pipes and fittings, iron soil pipe, bath tubs, lavatories, valves, faucets and other accessories, and any one or more of any such articles. It likewise includes the separate parts of any one or more of such articles.

(3) That the said defendants and each of them, their officers, directors, branch house managers, salesmen, agents, servants, and employees, and all persons acting under, through, by or in behalf of them, or any of them or claiming so to act, be and they hereby are perpetually restrained and enjoined from directly or indirectly committing or doing any of the following acts or things relating to or affecting the transportation or sale of plumbing supplies in interstate trade or commerce:

(a) Agreeing to, fixing or establishing in any manner whatsoever, by agreement express or implied, understanding, or otherwise, among themselves the prices to be charged for plumbing supplies.

(b) Adopting, maintaining, or using, or continuing to maintain or use by collective action, agreement, or understanding, uniform prices, uniform minimum prices, or uniform discounts with respect to plumbing supplies.

(c) Agreeing among themselves to establish or adopt the terms, conditions, or policies which should obtain with respect to the sale of plumbing supplies, when the purpose or effect of such agreement may be to create uniform prices or to restrict production or to cause discrimination in favor of or against any group or class of purchasers.

(d) Agreeing among themselves in any manner whatsoever to charge uniform prices for plumbing supplies, or doing any act of any kind whatsoever

which will or may be calculated to result in uniform prices among any two or more of the defendants.

(e) Increasing, by collective action, agreement, or understanding, the prices to be charged for plumbing supplies.

(f) Exchanging information with one another with respect to, or otherwise fixing or determining by collective action, discussion, or agreement, the amount or terms of any bids, offers, or "lump estimates" upon any quantity of plumbing supplies to be furnished, which any of said defendants shall make or submit, in advance of the making and submitting of such bids, offers, or "lump estimates".

(g) Agreeing by concerted action to refuse to sell to any person or corporation because of any unpaid account or accounts.

(h) Agreeing to create, or creating, directly or by inference, any list or class of so-called legitimate or preferred dealers or purchasers, or of so-called illegitimate or undesirable dealers or purchasers.

(i) Agreeing to pool orders or to enter joint bids.

(j) Resuming, further engaging in, continuing or carrying into further effect any agreement hereby adjudged illegal, or engaging in or entering into any like agreement or attempt to restrain trade in plumbing supplies, the effect of which will be to restrain commerce in plumbing supplies among the several States or territories of the United States, by making any express or implied agreement or ar-

rangement together, like those hereby adjudged illegal, relative to the control or management of the business of said defendants or any of them, the effect of which will be to prevent each or any of them from carrying on interstate trade and commerce in plumbing supplies in competition with the others.

(k) Aiding, abetting, or assisting, individually or collectively, others to do any of the things herein adjudged illegal.

(4) That the defendants are hereby expressly permitted to maintain and use and to assist in maintaining and using a credit bureau for the sole purpose of furnishing information as to the financial standing and credit rating of persons and corporations purchasing or attempting to purchase plumbing supplies, but not for the purpose of—

(a) creating directly or by inference any list or class of so-called legitimate or preferred dealers, or

(b) furnishing information as to whether any customer or prospective customer is or is not a legitimate or preferred dealer, or

(c) furnishing information as to whether any customer or prospective customer is or is not permitted to purchase plumbing supplies.

(5) That jurisdiction of this cause is hereby retained for the following purposes:

(a) Enforcing this decree.

(b) Enabling the United States to apply to the Court for a modification or enlargement of its provisions on the ground that they are inadequate.

(c) Enabling the defendants or any of them to apply for its modification on the ground that its provisions have become inappropriate or unnecessary.

D. LAWRENCE GRONER,
United States District Judge.

APRIL 19, 1926.

[Endorsed on cover]

We ask for the within decree.

PAUL W. KEAR,

U. S. Atty.

PORTER R. CHANDLER,

Spl. Ass't to the Atty. Gen'l.

In behalf of all the defendants herein, except The Crane Company, I hereby consent to the entry of the within decree.

RICHMOND, VA., *April 19, 1926.*

FELIX H. LEVY,

Attorney for all defendants

(except The Crane Company).

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In Equity, No. 148

In the District Court of the United States
for the Eastern District of Virginia

UNITED STATES OF AMERICA, PETITIONER,

v.

THE NOLAND COMPANY, INC., ET AL., DEFENDANTS

SUBSTITUTED FINAL DECREE

Entered June 2, 1934

**In the District Court of the United States
for the Eastern District of Virginia**

IN EQUITY No. 148

UNITED STATES OF AMERICA, PETITIONER,

v.

THE NOLAND COMPANY, INC., ET AL., DEFENDANTS

*To each of the defendants in the above-entitled
action:*

PLEASE TAKE NOTICE that a decree, of which the within is a copy, was duly filed and entered in the office of the Clerk of the District Court of the United States for the Eastern District of Virginia, at Richmond, Virginia, on the 2nd day of June, 1926.

Dated June 2nd, 1926.

PAUL W. KEAR,
*United States Attorney for the
Eastern District of Virginia,*

PORTER R. CHANDLER,
*Special Assistant to the Attorney General,
Solicitors for the Petitioner.*

**In the District Court of the United States
for the Eastern District of Virginia**

IN EQUITY No. 148

UNITED STATES OF AMERICA, PETITIONER,

v.

THE NOLAND COMPANY, INC., HAINES, JONES AND
CADBURY COMPANY, THE MOTT-SOUTHERN COM-
PANY, THE MCGRAW-YARBROUGH COMPANY, THE
CRANE COMPANY, GEORGE G. LEE COMPANY, INC.,
THE JAMES ROBERTSON MANUFACTURING COM-
PANY OF BALTIMORE CITY, PIERCE, BUTLER AND
PIERCE MANUFACTURING CORPORATION, THE
STANDARD SUPPLY COMPANY, INC., THE SEABOARD
SUPPLY COMPANY, INC., THE SOUTHERN STATES
SUPPLY COMPANY, THE TIDEWATER PLUMBING
SUPPLY COMPANY, THE WHITMAN-DOUGLAS
COMPANY, AND THE TOMLINSON COMPANY, INC.,
DEFENDANTS.

SUBSTITUTED FINAL DECREE

This cause came on to be heard at this term upon petition and answers before any testimony had been taken herein, the defendant The James Robertson Manufacturing Company of Baltimore City (in the petition erroneously named as The James Rob-

ertson Manufacturing Company) having duly appeared and answered under its correct corporate name, waiving all benefits which might have accrued to it by reason of the aforesaid misnomer, and the defendant The Crane Company having duly appeared and answered by Ashcraft and Ashcraft and Munford, Hunton, Williams, and Anderson, its solicitors of record, and all of the defendants (other than The Crane Company) having duly appeared and answered by Felix H. Levy, Esq., their solicitor of record, and was argued by counsel.

And the petitioner, by Paul W. Kear, its Attorney for the Eastern District of Virginia, and by William J. Donovan, Assistant to the Attorney General, Abram F. Myers, George P. Alt, and Porter R. Chandler, Special Assistants to the Attorney General, of counsel, and the defendants (other than The Crane Company) by Felix H. Levy, Esq., their solicitor aforesaid, having consented to the vacating and setting aside of the decree heretofore entered in this cause, upon April 19th, 1926, against the defendants (other than The Crane Company), and having moved the Court to vacate and set aside the said decree.

And the United States, by its solicitors aforesaid, having moved the Court for the entry of this present decree:

On consideration whereof, it appearing to the satisfaction of the Court that it has jurisdiction of the subject matter alleged in the petition, and that the allegations of the petition state a cause of ac-

tion against the defendants under the Act of July 2, 1890, chapter 647, and that the petitioner is entitled to the relief hereinafter granted; and all of the defendants, through their said solicitors of record, now consenting to the rendition and entry of this present decree.

Now therefore it is ordered, adjudged, and decreed as follows:

(1) That the decree heretofore entered in this cause upon April 19, 1926, against the defendants (other than The Crane Company) be, and it hereby is, vacated and set aside and that this present decree, binding upon all the defendants named in the petition (including The Crane Company) be entered as a complete substitute therefor.

(2) That the term "plumbing supplies" as used in this decree, embraces any and all fixtures for use in connection with plumbing work and intended to be connected to water systems and/or sewer systems. It includes, among others, such articles as iron, lead, and brass pipes and fittings, iron soil pipe, bath tubs, lavatories, valves, faucets, and other accessories, and any one or more of any such articles. It likewise includes the separate parts of any one or more of such articles.

(3) That the defendants and each of them, their officers, directors, branch house managers, salesmen, agents, servants, and employees, and all persons acting under, through, by or in behalf of them, or any of them, or claiming so to act, be and they hereby are perpetually restrained and enjoined

from directly or indirectly committing or doing any of the following acts or things relating to or affecting the transportation or sale of plumbing supplies in interstate trade or commerce:

(a) Agreeing to, fixing, or establishing in any manner whatsoever, by agreement express or implied, understanding or otherwise, among themselves the prices to be charged for plumbing supplies.

(b) Adopting, maintaining, or using, or continuing to maintain or use by collective action, agreement, or understanding, uniform prices, uniform minimum prices, or uniform discounts with respect to plumbing supplies.

(c) Agreeing among themselves to establish or adopt the terms, conditions, or policies which should obtain with respect to the sale of plumbing supplies, when the purpose or effect of such agreement may be to create uniform prices or to restrict production or to cause discrimination in favor of or against any group or class of purchasers.

(d) Agreeing among themselves in any manner whatsoever to charge uniform prices for plumbing supplies, or doing any act of any kind whatsoever which will or may be calculated to result in uniform prices among any two or more of the defendants.

(e) Increasing, by collective action, agreement, or understanding, the prices to be charged for plumbing supplies.

(f) Exchanging information with one another with respect to, or otherwise fixing or determining by collective action, discussion, or agreement, the amount or terms of any bids, offers, or "lump estimates" upon any quantity of plumbing supplies to be furnished, which any of said defendants shall make or submit, in advance of the making and submitting of such bids, offers, or "lump estimates."

(g) Agreeing by concerted action to refuse to sell to any person or corporation because of any unpaid account or accounts.

(h) Agreeing to create, or creating, directly or by inference, any list or class of so-called legitimate or preferred dealers or purchasers, or of so-called illegitimate or undesirable dealers or purchasers.

(i) Agreeing to pool orders or to enter joint bids.

(j) Resuming, further engaging in, continuing or carrying into further effect any agreement hereby adjudged illegal, or engaging in or entering into any like agreement or attempt to restrain trade in plumbing supplies, the effect of which will be to restrain commerce in plumbing supplies among the several States or territories of the United States, by making any express or implied agreement together, like those hereby adjudged illegal, relative to the control or management of the business of said defendants or any of them, the effect of which will be to prevent each or any of them from carrying on interstate trade and commerce in plumbing supplies in competition with the others.

(k) Aiding, abetting, or assisting, individually or collectively, others to do any of the things herein adjudged illegal.

(4) That the defendants are hereby expressly permitted to maintain and use and to assist in maintaining and using a credit bureau for the sole purpose of furnishing information as to the financial standing and credit rating of persons and corporations purchasing or attempting to purchase plumbing supplies, but not for the purpose of—

(a) creating directly or by inference any list or class of so-called legitimate or preferred dealers, or

(b) furnishing information as to whether any customer or prospective customer is or is not a legitimate or preferred dealer, or

(c) furnishing information as to whether any customer or prospective customer is or is not permitted to purchase plumbing supplies.

(5) That jurisdiction of this cause is hereby retained for the following purposes:

(a) Enforcing this decree.

(b) Enabling the United States to apply to the Court for a modification or enlargement of its provisions on the ground that they are inadequate.

(c) Enabling the defendants or any of them to apply for its modification on the ground that its provisions have become inappropriate or unnecessary.

D. LAWRENCE GRONER,
United States District Judge.

JUNE 2, 1926.

In behalf of all the defendants herein, except The Crane Company, I hereby consent to the entry of this decree.

FELIX H. LEVY,
*Solicitor for all defendants (except
The Crane Company).*

In behalf of the defendant The Crane Company, we hereby consent to the entry of this decree.

ASHCRAFT AND ASHCRAFT,
MUNFORD, HUNTON,
WILLIAMS AND ANDERSON,
Solicitors for The Crane Company.

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