Appendix A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

United States v. American Telephone and Telegraph Company, et al.

Equity No. 6082

Year Judgment Entered: 1914

In Equity, No. 6082.

In the District Court of the United States for the District of Oregon.

THE UNITED STATES OF AMERICA, PETITIONER,

v.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ATLANTIC AND PACIFIC TELEPHONE COMPANY, THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, SUNSET TELEPHONE AND TELEGRAPH COMPANY, PACIFIC STATES TELEPHONE AND TELEGRAPH COMPANY, MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, NORTHWESTERN LONG-DISTANCE TELEPHONE COMPANY, HOME TELEPHONE COMPANY OF PUGET SOUND, INDEPENDENT TELEPHONE COMPANY OF SEATTLE, TITLE INSURANCE AND TRUST COMPANY, INTERSTATE CONSOLIDATED TELEPHONE COMPANY, CORPORATION SECURITIES AND INVESTMENT COMPANY, INDEPENDENT LONG-DISTANCE TELEPHONE COMPANY, AND OTHERS, DEFENDANTS.

DECREE

Entered March 26, 1914.

In the District Court of the United States for the District of Oregon.

THE UNITED STATES OF AMERICA, PETITIONER,

v.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ATLANTIC AND PACIFIC TELEPHONE COMPANY, THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, SUNSET TELEPHONE AND TELEGRAPH COMPANY, PACIFIC STATES TELEPHONE AND TELEGRAPH COMPANY, MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, NORTHWESTERN LONG-DISTANCE TELEPHONE COMPANY, HOME TELEPHONE COMPANY OF PUGET SOUND, INDEPENDENT TELEPHONE COMPANY OF SEATTLE, TITLE INSURANCE AND TRUST COMPANY, INTERSTATE CONSOLIDATED TELEPHONE COMPANY, CORPORATION SECURITIES AND INVESTMENT COMPANY, INDEPENDENT LONG-DISTANCE TELEPHONE COMPANY, WASHINGTON COUNTY TELEPHONE COMPANY, GRANGER TELEPHONE AND TELEGRAPH COMPANY, MCMINNVILLE LOCAL AND LONG-DISTANCE TELEPHONE COMPANY, LEBANON MUTUAL TELEPHONE COMPANY, THEODORE N. VAIL, UNION N. BETHELL, WILLIAM R. DRIVER, EDWARD J. HALL, N. C. KINGSBURY, B. E. SUNNY, H. B. THAYER, CHARLES P. WARE, HENRY T. SCOTT, E. C. BRADLEY, F. W. EATON, H. S. KING, F. G. DRUMM, TIMOTHY HOPKINS, W. H. CROCKER, EDWARD B. FIELD, EDWARD FIELD, JR., E. M. BURGESS, WILLIAM MEAD, A. E. ADAMS, W. H. FOSTER, GEORGE J. PETTY, S. G. HUGHES, JOHN F. DAVIES, AND THADDEUS S. LANE, DEFENDANTS.

35087—i4——1

DECREE.

The above cause having come on this day for hearing upon the motion of the petitioner for a decree, the court, upon consideration of the pleadings and of the consent of defendants on file, finds, orders and decrees as follows:

FIRST: That the petition is dismissed as to the defendants Home Telephone Company of Puget Sound, Title Insurance and Trust Company, Independent Long Distance Company, Granger Telephone and Telegraph Company, Washington County Telephone Company, Union N. Bethell, William R. Driver, Edward J. Hall, B. E. Sunny, H. B. Thayer, Charles P. Ware, F. W. Eaton, E. M. Burgess, and George J. Petty.

SECOND: That the American Telephone and Telegraph Company (hereinafter called the American Company) owns more than a majority of the capital stock of the Atlantic and Pacific Telephone and Telegraph Company (hereinafter called the Atlantic Company) and of The Pacific Telephone and Telegraph Company (hereinafter called the Pacific Company) and of the Mountain States Telephone and Telegraph Company (hereinafter called the Mountain States Company); that the Pacific Company owns more than a majority of the capital stock of the Pacific States Telephone and Telegraph Company (hereinafter called the Pacific States Company) and of the Sunset Telephone and Telegraph Company (hereinafter called the Sunset Company); that the American Company des-

ignates the Atlantic Company, the Pacific Company, the Mountain States Company, the Pacific States Company and the Sunset Company as its associate companies, and has and exercises over each the control which grows out of the above-described stock ownership.

THIRD: That the defendants, except those dismissed, heretofore entered into a combination to acquire the properties hereinafter specifically ordered to be disposed of and to commit other acts hereinafter specifically enjoined, and thereby to restrain and monopolize commerce in respect of furnishing facilities for telephonic communication between the States of Oregon and Washington and between the States of Washington and Idaho, and now are parties to said combination, and are and heretofore have been attempting to monopolize said facilities, in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

WHEREFORE, said defendants and each of them, their officers, directors, agents and employees, are hereby perpetually restrained and enjoined from directly or indirectly doing any act or thing whatsoever in furtherance of the objects and purposes of said combination, and from continuing as parties thereto, and from continuing to monopolize or attempting to monopolize said commerce or any part thereof, and from forming or joining any like combination in the future.

FOURTH: That the Hillsboro Telephone Company (hereinafter called the Hillsboro Company) since December 1, 1911, has owned and operated a telephone exchange in the town of Hillsboro, Oregon; that since long prior to December 1, 1911, the Pacific Company, on the one hand, and the Northwestern Long Distance Telephone Company (hereinafter called the Northwestern Company), in conjunction with the Home Telephone Company of Portland (hereinafter called the Home of Portland), on the other hand, have operated competitive long-distance telephone lines between Hillsboro and points both in Oregon and Washington, and have been natural competitors in furnishing facilities for interstate communication by telephone between Hillsboro and said points; that on or about December 1, 1911, the Hillsboro Company entered into a contract with the Pacific Company whereby it agreed to give and in pursuance of which it does give all long-distance business originating on its lines to the latter company exclusively, thereby destroying all competition between the Pacific Company and the Northwestern Company in respect of said business.

WHEREFORE, the Pacific Company, its officers, directors, agents and employees, are hereby perpetually restrained and enjoined from enforcing, attempting to enforce, or accepting any benefits under the exclusive provisions of said contract and from entering into any like covenants in the future.

FIFTH: That the McMinnville Local and Long Distance Telephone Company (hereinafter called the

McMinnville Company), owns and operates a telephone exchange in the town of McMinnville, Oregon, which is connected with the long-distance lines of the Pacific Company but not with the lines of the Home of Portland or the Northwestern Company, and that it should be connected with them as one of the means of restoring the competitive conditions in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements whereby patrons of the McMinnville Company and patrons of the Home of Portland may use the long-distance lines of the Pacific Company between Portland and McMinnville for the interchange of communication, and whereby the patrons of the McMinnville Company and patrons of the Northwestern Company may interchange communication through the joint use of the lines of the Northwestern Company and the Pacific Company, at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing

or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against the McMinnville Company, the Home of Portland or the Northwestern Company in respect of said communications.

SIXTH: That S. G. Hughes owns and operates a telephone exchange (hereinafter called the Forest Grove Exchange) in the town of Forest Grove, Oregon, which is connected with the long-distance lines of the Pacific Company but not with the lines of the Home of Portland or the Northwestern Company, and that it should be connected with them as one of the means of restoring the competitive conditions in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements whereby patrons of the Forest Grove Exchange and patrons of the Home of Portland may use the long-distance lines of the Pacific Company between Portland and Forest Grove for the interchange of communication and whereby the patrons of the Forest Grove Exchange and patrons of the Northwestern Company may interchange communication through the joint use of the lines of the Northwestern Company and the Pacific

Company, at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against the Forest Grove Exchange, the Home of Portland or the Northwestern Company in respect of said communications.

SEVENTH: That the Home of Portland when this suit was commenced and for a long time prior thereto owned and operated a telephone exchange in the city of Portland, Oregon; that this exchange was connected with the lines of the Northwestern Company whereby its patrons could and did interchange communication with patrons of the Northwestern Company at points both in Oregon and Washington.

That the Pacific Company during the time aforesaid owned and operated a telephone exchange in the city of Portland and in connection therewith owned and operated long distance lines whereby its patrons could and did interchange communication with persons at said points in Oregon and Washington reached by the Northwestern Company and also with persons in California and other States; that there never has been a connection at Portland between the exchange of the Pacific Company and the lines of the

Northwestern Company, nor between the lines of the Home of Portland and the long-distance lines of the Pacific Company, and that there should be a connection between the Portland exchange of the Pacific Company and the lines of the Northwestern Company and between the Portland exchange of the Home of Portland and the long distance lines of the Pacific Company as one of the means of restoring competitive conditions in the furnishing of facilities for telephonic communication in the area affected by the aforesaid combination.

WHEREFORE, the Pacific Company, at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to provide for trunk lines between the toll board of the Pacific Company at Portland and the exchange of the Home Company in Portland, and between the exchange of the Pacific Company in Portland and the toll board of the Northwestern Company in Portland, whereby patrons of the Northwestern Company and patrons of the Pacific Company in Portland may interchange long distance communication, and patrons of the Home of Portland and patrons of the Pacific Company may interchange long distance communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the lines of the Pacific Company. And the Pacific

Company, the other associate companies and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against said Home Company or Northwestern Company in respect of said long-distance communications.

EIGHTH: That the Independent Telephone Company of Seattle (hereinafter called the Independent Company) on and prior to October 22, 1910, owned and operated a telephone exchange in the city of Seattle, Washington; that during the same time the Northwestern Company owned and operated telephone lines from Seattle south to Corvallis, Oregon, and from Seattle northwest to Port Angeles, Washington; that during the same time the Puget Sound Independent Telephone Company (hereinafter called the Puget Sound Company) owned and operated telephone lines from Seattle, where connection was made with the lines of the Northwestern Company, north into British Columbia; that the exchange of the Independent Company on and before October 22, 1910, was connected at Seattle with the lines of the Northwestern Company and the Puget Sound Company, and thereby its patrons could and did interchange communication over the connected lines with persons in the State of Oregon and in British Columbia.

35087—14——2

That the Pacific Company during the time aforesaid also owned and operated a telephone exchange in Seattle and long distance telephone lines from Seattle to the points in Oregon and British Columbia reached by the Northwestern Company and by the Puget Sound Company, and was a competitor of the Independent Company, the Northwestern Company and the Puget Sound Company.

That the Atlantic Company on October 22, 1910, acquired all the shares of capital stock and all the bonds of the Independent Company and subsequently sold and transferred them to the Pacific Company, which on March 1, 1912, acquired all of the physical property of the Independent Company, and thereafter so commingled the same with the property previously owned by it that a separation at this time is impracticable; that the Pacific Company retained the connection then existing between the exchange of the Independent Company and the lines of the Northwestern and Puget Sound Companies but under conditions which restrict competition between the Northwestern and Puget Sound Companies on the one hand and the Pacific Company on the other.

WHEREFORE, The Pacific Company, at any time after 20 days from the entry of this decree, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements whereby its patrons on the one

hand and the patrons of the Northwestern Company and of the Puget Sound Company respectively on the other may interchange communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long-distance lines of the Pacific Company, and whereby a patron of the Pacific Company in Seattle desiring to use long-distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Northwestern Company and the Puget Sound Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. Neither the Pacific Company nor any of its employees shall connect any of its patrons with its own long distance lines or with those of the Northwestern Company or the Puget Sound Company except in accordance with instructions given in the manner aforesaid. The Pacific Company, the other associate companies, and the American Company, their respective officers, directors, managers, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after the same have been established and from dis-

criminating in any way whatsoever against the Northwestern Company or the Puget Sound Company in respect of said communications.

NINTH: That the Home Telephone Company of Puget Sound (hereinafter called the Home Company) on and prior to December 9, 1911, owned and operated two telephone exchanges, one in the city of Tacoma and one in the city of Bellingham, Washington; that the exchange at Tacoma was connected with the lines of the Northwestern Company and the exchange at Bellingham with the lines of the Puget Sound Company; that through said connections patrons of the Home Company either in Tacoma or Bellingham could and did interchange communication over the connected lines with persons in Oregon and in British Columbia.

That the Sunset Company during the same time owned and operated a telephone exchange in Tacoma which was connected with the long distance lines of the Pacific Company, and the Pacific Company owned and operated a telephone exchange in Bellingham which was connected with its own long distance lines, and thus the Sunset Company and the Pacific Company on the one hand were in competition with the Home Company, the Northwestern Company and the Puget Sound Company on the other.

That the Sunset Company on December 22, 1911, acquired all the physical property of the Home Company in Tacoma and Bellingham and thereafter so commingled it in Tacoma with the property

previously owned by itself and in Bellingham with the property previously owned by the Pacific Company, that a separation at this time is impracticable.

That the connections theretofore existing at Tacoma between the exchange of the Home Company and the lines of the Northwestern Company and at Bellingham between the exchange of the Home Company and the lines of the Puget Sound Company were severed by the Sunset Company, but were subsequently restored, under conditions, however, which restrain competition between the Northwestern Company and Puget Sound Company on the one hand and the long-distance lines of the Pacific Company on the other.

WHEREFORE, the Pacific Company and the Sunset Company, at any time after 20 days from the entry of this decree, upon application to them by the proper party, shall prepare and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company and the Sunset Company to make arrangements (*a*) whereby the patrons of the Sunset Company at Tacoma and those of the Northwestern Company and the patrons of the Pacific Company at Bellingham and those of the Puget Sound Company may interchange communication, in each case at the same rates and under other conditions substantially similar to those under which patrons of the Sunset Company in Tacoma and patrons of the Pacific Company in Bellingham obtain corresponding service over the long distance lines of the

Pacific Company; and (*b*) whereby a patron of the Sunset Company at Tacoma or of the Pacific Company at Bellingham desiring to use long distance lines shall be connected by the "A" operator of the Sunset Company in the one case and of the Pacific Company in the other with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Northwestern Company at Tacoma and the Puget Sound Company at Bellingham may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Sunset Company nor the Pacific Company nor any of its employees shall connect any of its patrons at Tacoma with the lines of the Northwestern Company or the long distance lines of the Pacific Company or any of the patrons of the Pacific Company at Bellingham with the lines of the Puget Sound Company or the long distance lines of the Pacific Company except in accordance with instructions given in the manner aforesaid. And the Pacific Company, the Sunset Company, the other associate companies, and the American Company, their respective officers, directors, managers, agents, and employees are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements

after the same have been established, and from discriminating in any way whatsoever against the Northwestern Company or the Puget Sound Company in respect of said communications.

TENTH: That the Pacific Company, on and prior to November 30, 1911, owned and operated long distance telephone lines to all points in Oregon and Washington reached by the lines of the Northwestern Company, with which company it competed in furnishing facilities for telephonic communication between said points; that on or about the day aforesaid the Pacific Company, acting through H. D. Pillsbury, entered into a contract with the defendant William Mead to purchase all the bonds and at least two-thirds of the issued capital stock of the Northwestern Company; that afterwards the Pacific Company acquired from the said Mead under said contract 4,212½ shares of the capital stock of the Northwestern Company out of a total issue of 6,300 shares and its bonds of the par value of $721,000 out of a total issue of $750,000.

WHEREFORE, the Pacific Company within 90 days from the entry of this decree, shall dispose of all stock and bonds of the Northwestern Company and of all interest therein now owned or in anywise controlled by it, but not to the American Company, or to any of its associate companies; nor to any person connected with or under the influence of any of said companies as officer, director, stockholder or otherwise, nor to any corporation in anywise connected

with any of said companies; and the name of the person or corporation to whom it is intended to sell or transfer such stock or bonds shall be submitted to the court and approved by it before the consummation of the sale or transfer. And the Pacific Company, the other associate companies and the American Company, their respective officers, directors, agents and employees are hereby perpetually enjoined and restrained from hereafter acquiring, either directly or indirectly any interest in or control over the stock, bonds or other obligations of the Northwestern Company or in or over said company.

ELEVENTH: That the Home Telephone Company of Spokane (hereinafter called the Home of Spokane) for more than five years has owned and operated in Spokane, Washington, under a franchise expiring in 1940, an exchange having about 7,000 telephones, which is connected with the long distance lines of the Interstate Telephone Company Limited (hereinafter called the Interstate Company), but with no other long distance lines.

That for many years the Interstate Company has operated in Washington and Idaho about 512 miles of long distance telephone lines and about 10 exchanges and 90 toll stations; that its main lines are connected in Spokane with the Home of Spokane pursuant to a traffic agreement and extend thence easterly into Idaho more than 100 miles; that from these lines branch lines run north and south both in Washington and in Idaho; and that its patrons can

and do interchange communication with the patrons of the Home of Spokane.

That the Pacific Company owns and operates a telephone exchange in Spokane with about 22,000 telephones and in connection therewith long distance telephone lines which reach many of the points in Idaho and Washington reached by the lines of the Interstate Company, and is thus engaged in competition with the Home of Spokane and the Interstate Company.

That the Interstate Consolidated Telephone Company (hereinafter called the Consolidated Company) about February 3, 1910, acquired more than a majority of the issued capital stock and a considerable amount of the bonds of the Home Company of Spokane and of the Interstate Company.

That the Corporation Securities and Investment Company (hereinafter called the Investment Company) about February 3, 1912, acquired more than two-thirds of the issued capital stock of the Consolidated Company and a considerable amount of the stock and bonds of the Home of Spokane and the Interstate Company, for the use and benefit of the Pacific Company and the Mountain States Company; and that thereby the Investment Company, the Mountain States Company and the Pacific Company acquired the power to control the Home of Spokane and the Interstate Limited.

WHEREFORE, the Pacific Company, the Mountain States Company, the Consolidated Company and the

Investment Company shall sell and transfer or cause to be sold and transferred the stock, bonds or other obligations of the Home of Spokane and of the Interstate Company now owned or in anywise controlled by them or any of them—those of the Home of Spokane within six months and those of the Interstate Limited within three months from the entry of this decree. But in neither case shall the sale or disposition be to the American Company or any of its associate companies, or to any person connected with or under the influence of any of said companies as officers, directors, stockholders or otherwise, or to any corporation in anywise connected with any of said companies, and the name of the person or corporation to whom it is intended to sell or transfer such stock, bonds or other obligations shall be submitted to the court and approved by it before the consummation of the sale or transfer. Pending the sale of said stock, bonds and other securities the traffic arrangements now existing between the Home of Spokane and the Interstate company shall be continued in full force. The Pacific Company, the Mountain States Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees are hereby perpetually enjoined and restrained from hereafter acquiring, either directly or indirectly, any interest in or control over said stock, bonds or other obligations or in or over the Home of Spokane or the Interstate Company: Provided, however, that if within three months from the entry of

this decree the city of Spokane or other competent public authority in the State of Washington shall decide that it is for the best interests of Spokane and its inhabitants that the two exchanges now in Spokane shall be consolidated and owned by the Pacific Company, the latter shall have the right to apply to the court for a modification of this decree so as to permit that to be done; but such modification, if granted, shall be upon such terms and conditions as will permit the patrons of the Interstate Company in Idaho and Washington to interchange communication not only with all the patrons of the Home of Spokane (now about 7,000) but also with all the patrons of the Spokane exchange of the Pacific Company (now more than 21,000), thus preserving and intensifying competition in long distance business between the Interstate Company and the Pacific Company. And to this end the Pacific Company at any time after 20 days from the date of such modification, upon application to it by the proper party, shall prepare, and upon the acceptance thereof by said party, execute and carry out, a contract obligating the Pacific Company to make arrangements for a connection by means of trunk lines between the toll board of the Interstate Company and the consolidated exchange of the Pacific Company in Spokane whereby patrons of the Interstate Company and patrons of the Pacific Company may interchange communication at rates and under other conditions substantially similar to those under which patrons of the

Pacific Company obtain corresponding service over the long distance lines of that company, and whereby a patron of the Pacific Company in Spokane desiring to use long distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies, or if he expresses no choice, he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Interstate Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Pacific Company nor any of its employees shall connect any of its patrons with its long-distance lines or with those of the Interstate Company except in accordance with instructions given in the manner aforesaid. And the Pacific Company, the Mountain States Company, the other associate companies, and the American Company, their respective officers, directors, agents and employees, are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against said Interstate Company in respect of said communication.

TWELFTH: That the Pacific Company has made many contracts with other telephone companies doing business in and between Washington, Oregon,

and Idaho, whereby said other companies agree to give to said Pacific Company exclusively all long distance business originating on their lines.

WHEREFORE, the Pacific Company, its officers, directors, agents and employees, are perpetually restrained and enjoined from enforcing or attempting to enforce or accepting any benefits under the exclusive provisions in said contracts and from entering into any like covenants in the future.

THIRTEENTH: That in case the parties are unable to agree touching any contract, agreement or other thing required by this decree, any party may submit the matter in dispute to the court for determination in harmony with this decree.

FOURTEENTH: That nothing in this decree shall prevent such modification in the arrangements for connections provided for in sections five, six, seven, eight, nine, and eleven as may from time to time be necessary in order to conform to the development of telephony and to maintain the efficiency of the service, but no such modifications shall be made without the approval of the court. The defendants, or any of them may at any time for good cause apply to the court for such additional order or orders as they or any of them may deem necessary, relative to the sale and disposition of the stocks and bonds ordered in sections ten and eleven to be sold and disposed of; and the petitioner may at any time apply to the court for such additional order or orders as it may deem necessary fully to carry out this decree.

All applications by any party for any order or modification as herein provided for shall be upon reasonable notice to the other party, given according to the rules, and for the purpose of making any such order or modification jurisdiction of the case is retained.

FIFTEENTH: That the petitioner have and recover from the defendants, not dismissed, its costs.

Dated at Portland, Oregon, this 26th day of March, 1914.

BY THE COURT,
ROBERT S. BEAN,
Judge.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1914

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ET AL., DEFENDANT.

Equity No. 6082.

ORDER MODIFYING DECREE.

The Pacific Telephone and Telegraph Company, a corporation, one of the defendants in the above entitled action (herein called Pacific Company), having filed herein on the 24th day of June, 1914, its application for a modification of the decree entered herein on the 26th day of March, 1914, so as to permit the consolidation by it of the two exchanges now in Spokane, and it appearing that

on the 22nd day of June, 1914, the City Council of the city of Spokane, the governing body of said city, adopted a resolution, copy of which is attached to said application, by the terms of which the said City Council decided that it is for the best interests of the inhabitants of Spokane that there be but one telephone system therein, and gave its consent to the consolidation of the two exchanges now in said city as and upon the conditions in said resolution set forth;

And it appearing that an ordinance granting the telephone franchise in said resolution referred to was on the 24th day of August, 1914, passed and accepted by The Pacific Telephone and Telegraph Company, and good cause appearing therefor, a copy of which ordinance is now herewith filed and made a part of the record;

It is ORDERED that the decree entered herein on the 26th of March, 1914, be, and the same is hereby so modified as not to require the sale or transfer by the defendants of the stock, bonds or other obligations of the Home Telephone Company of Spokane (herein called Home of Spokane), now owned or in anywise controlled by them or any of them, and so as to permit the defendants to retain any interest in said Home of Spokane now owned or controlled by them, and the acquisition of such further interest therein as may to them seem advisable, and so as to permit the two exchanges now in Spokane to be consolidated and owned by The Pacific Company.

This modification is granted upon the terms and conditions specified in section eleventh of said decree, which will permit the patrons of the Interstate Telephone Company, Limited (herein called the Interstate Company), in Idaho and Washington to interchange communication not only with all the patrons of the Home of Spokane, but also with all the patrons of the Spokane exchange of the Pacific Company, thus preserving and intensifying competition in long distance business between the Interstate Company and the Pacific Company; and to this end the Pacific Company is ordered and directed at any time after twenty days from the date of this order, upon application

to it by the proper party, to prepare, and upon the acceptance thereof by said party, to execute and carry out a contract obligating the Pacific Company to make arrangements for a connection by means of trunk lines between the toll board of the Interstate Company and the consolidated exchange of the Pacific Company in Spokane, whereby patrons of the Interstate Company and patrons of the Pacific Company may exchange communication at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long distance lines of that company, and whereby a patron of the Pacific Company in Spokane desiring to use long distance lines shall be connected by its "A" operator with the station of the recording operator of the company whose lines he specifies; but if he expresses no choice he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice, and the call shall be completed over the lines of that company. The Interstate Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company in handling calls. But neither the Pacific Company nor any of its employees shall connect any of its patrons with its long-distance lines, or with those of the Interstate Company, except in accordance with instructions given in the manner aforesaid; and the Pacific Company, The Mountain States Telephone and Telegraph Company, the other associate companies mentioned in said decree, and the American Telephone and Telegraph Company, their respective officers, directors, agents and employees are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain said arrangements after they have been established, and from discriminating in any way whatsoever against the Interstate Company in respect of said communication.

It is further ORDERED that this order shall not be construed to affect in any other respect the decree entered

herein on the 26th day of March, 1914, but the same shall be and remain in full force and effect.

R. S. BEAN,
Judge.

Dated Portland, Oregon, Sept. 7, 1914.
Filed September 7, 1914.

G. H. MARSH,
Clerk.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ET AL., DEFENDANT.

Equity No. 6082.

ORDER MODIFYING DECREE.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, one of the defendants in the above entitled action (herein called Pacific Company), having filed herein on the 31st day of July, 1918, its application for a modification of the decree entered herein on the 26th day of March, 1914, so as to permit the consolidation of the exchanges owned or controlled by Home Telephone and Telegraph Company, a corporation. (herein called Home Company) in Portland, Albany, Corvallis and Oregon City, all in the State of Oregon, with the exchanges and property therein of the Pacific Company, and it appearing that it is for the best interests of the inhabitants of Portland, Albany, Corvallis and Oregon City that there be but one telephone system therein;

IT IS ORDERED that the decree entered herein on the 26th day of March, 1914, be and the same is hereby so modified as to permit the acquisition by the Pacific Company of the exchanges owned and controlled by the Home Company at Portland, Albany, Corvallis and Oregon City and the consolidation of the same with its own exchanges in said cities.

This modification of said decree is granted upon the express condition that the Pacific Company enter into arrangements with the Northwestern Long Distance Telephone and Telegraph Company (herein called Northwestern Company), assuring to that Company long distance toll connections at each of the said four points, whereby the patrons of the Pacific Company, on the one hand, and the patrons of the Northwestern Company, on the other, may interchange communications at rates and under other conditions substantially similar to those under which patrons of the Pacific Company obtain corresponding service over the long distance lines of the Pacific Company, as provided for in paragraphs numbered Eighth and Ninth of said decree with respect to calls originating at Seattle and Tacoma, and whereby a patron of the Pacific Company at any one of said points desiring to use long distance lines shall be connected with the station of the recording operator of the company whose lines he specifies, but if he expresses no choice, he shall be connected with the recording operator of the Pacific Company, who shall ascertain the company of his choice and the call shall be completed over the lines of that company. The Northwestern Company may have an employee so equipped and stationed that she can hear all communications of the recording operator of the Pacific Company at any of said exchanges in handling calls. Neither the Pacific Company nor any of its employees shall connect any of its patrons with its own long distance lines or with those of the Northwestern Company except in accordance with the instructions given in the manner aforesaid. The Pacific Company, the other associate companies mentioned in said decree, and the American Telephone and Telegraph Company, and their respective officers, directors, managers, agents and employees are hereby perpetually restrained and enjoined from refusing or failing in any respect to maintain such arrangements after the same have been established and from discriminating in any way whatsoever against the Northwestern Company in respect of said communications.

IT IS FURTHER ORDERED that this order shall not be construed to affect in any other respect the decree entered herein on the 26th day of March, 1914, but the same shall be and remain in full force and effect.

Dated - Portland, Oregon, January 9, 1919.

CHAS. E. WOLVERTON,
Judge.

Filed January 9, 1919. G. H. MARSH, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ET AL., DEFENDANT.

Equity No. 6082.

ORDER MODIFYING DECREE.

The Pacific Telephone and Telegraph Company, a corporation, one of the defendants in the above entitled action, (hereinafter called the Pacific Company), having filed herein on the 20th day of October, 1922, its application for a modification of the decree entered herein on the 26th day of March, 1914, so as to permit the acquisition by the Pacific Company of the properties owned by Northwestern Long Distance Telephone Company, (hereinafter called Northwestern Company), and it appearing that the Interstate Commerce Commission, by its order made on the 26th day of April, 1922, "In the Matter of the Joint Application of the Northwestern Long Distance Telephone Company and the Pacific Telephone and Telegraph Company for a Certificate that the Acquisition by the Latter of Control of the Properties of the Former will be of Advantage to the Persons to Whom Service is to be Rendered and in the Public Interest," being Finance Docket No. 2215, has certified that the acquisition by the Pacific Telephone and Telegraph Company of control of the properties of the Northwestern Long Distance Tele-

phone Company, by lease in the manner in said petition set forth, will be of advantage to the persons to whom service is to be rendered and in the public interest,

IT IS ORDERED that the decree entered herein on the 26th day of March, 1914, be and the same is hereby so modified as to permit the acquisition by the Pacific Company of control of the properties of the Northwestern Company in the manner in said petition set forth.

IT IS FURTHER ORDERED that Francis H. Crosby be and he is hereby relieved from further obligation under his petition and affidavit filed herein, under the terms of which he was by this court approved as purchaser of the securities of the Northwestern Company referred to in said decree.

Dated at Portland, Oregon, October 20th, 1922.
Filed October 20, 1922

R. S. BEAN,
Judge

G. H. MARSH,
Clerk.

United States v. The Wheeler-Osgood Company, et al.

Equity No. E-8680-34

Year Judgement Entered: 1925

UNITED STATES OF AMERICA v. THE WHEELER-OSGOOD COMPANY ET AL., DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF OREGON.

In Equity No. E-8680-34.

THE UNITED STATES OF AMERICA, PLAINTIFF

v.

THE WHEELER-OSGOOD COMPANY ET AL., DEFENDANTS.

FINAL DECREE.

The United States of America having filed its petition herein on the fifth day of May, 1924, and all of the defendants having duly appeared by Joseph N. Teal, William C. McCulloch, Frank C. Neal, John A. Gallagher, and John C. Hogan, their solicitors of record, and having answered, and the cause being now at issue on the petition and answer;

Now comes the United States of America by George Neuner, its attorney for the District of Oregon, and by William J. Donovan, Assistant to the Attorney General of the United States, and James A. Fowler, Henry A. Guiler, and C. Stanley Thompson, Special Assistants to the Attorney General, and come also all of the defendants herein by their solicitors as aforesaid; and it appearing to the court that it has jurisdiction of the subject matter alleged in the petition and that the petition states a cause of action; and the petitioner having moved the court for an injunction against the defendants as hereinafter decreed; and the court having duly considered the statements of counsel for the respective parties; and all of the defendants through their said solicitors now and here consenting to the rendition of the following decree;

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

I. That the combination and conspiracy in restraint of interstate trade and commerce, the acts, agreements, and understandings in restraint of interstate trade and commerce, as described in the petition herein, and the restraint of such trade and commerce obtained thereby are violative of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" known as the Sherman Antitrust Act.

II. That the defendants, their officers, agents, servants, and employees, and all persons acting under, through, or in behalf of them, or any of them, are hereby perpetually enjoined, restrained, and prohibited from

combining, conspiring, or agreeing to do any of the following acts:

(*a*) To fix in any manner whatsoever or to maintain uniform or noncompetitive prices or base discounts for the doors sold by them, or uniformly to increase or diminish such prices or base discounts, or to do any act or acts having the purpose or effect of establishing or maintaining such uniform or noncompetitive prices or base discounts or of uniformly increasing or diminishing such prices or base discounts.

(*b*) To exchange with each other information or advice as to contemplated or intended changes in prices or base discounts.

(*c*) To do any act or acts having the purpose or necessary effect of causing or of enabling them or any of them to establish or maintain uniform or noncompetitive prices or base discounts, or uniformly to increase or diminish such prices or base discounts, or to maintain uniform policies as to prices and sales.

(*d*) To establish or maintain uniform extra charges to be added to the net prices of doors when finished with moulded panels, with glass beads, with sash sticking, with cut-in lights, with bead and butt panels, with astragals, or uniform extra charges for Dutch doors or for mirror doors of various styles, or for any other kind, style, or size of doors.

(*e*) To establish or maintain the following rules, or any rules similar thereto, for determining and applying extra charges:

(*a*) Irregular and intermediate sizes of doors not indicated as stock size in the Single List to take same list as next larger size listed, and an extra charge of 10 per cent to be made for doors in less than stock quantities (ten or more of one size, style, and quantity);

(*b*) Any new list figure created by the addition or deduction of a given percentage to be made to end in 5 or 0, the figure to be advanced in case of an exact split;

(*c*) Doors wider than listed sizes to take the list of widest listed door of same height, with an addition of 10 per cent for each additional four inches or part thereof; doors longer than listed sizes to take the list of the longest similar door of the same width, with an addition of 10 per cent for each additional six inches or part thereof; and single doors made to represent pairs to add $3.50 to the list;

(*d*) Rabbeting and Beading folding doors made extra width for rabbeting to add $2.50 to proper list for such doors;

(*e*) Styles wider than the width used as stock to take two points shorter discount for each additional inch of width or part thereof, and rails wider than the width used as stock to take one-half point shorter discount for each added inch of each wider rail;

(*f*) Bead and cove sticking to be stock, and all other styles of sticking to take two points shorter than base discounts;

(*g*) An extra charge of $10 to be made for each lot shipped in pooled cars and billed separately, and all delivery charges from car to warehouse to be assumed by consignee;

(*h*) Doors to be crated with a specified number to a bundle and a crating charge of $3.00 for each bundle to be made, the charge to be the same if fewer doors than specified are crated.

(*f*) To adopt or maintain any list or table having the purpose or necessary effect of fixing and establishing the variations between the prices of the several kinds, styles, and grades of doors sold by them, and stating with reference to each said kind, style, and grade whether it takes the base discount or a specified number of points longer or shorter than the base discount, and the extra charge stated in dollars and cents, if any, which each said kind, style, and grade also takes, or in any way to establish and maintain uniform relative prices or uniform spreads between said several kinds, styles, and grades of doors.

(*g*) To establish or maintain uniform terms and conditions applying on sales of doors for the purpose of or having the necessary effect of preventing competition.

Provided, however, that nothing in this decree shall be construed as prescribing the method of pricing and selling his product which any manufacturer individually may adopt and follow, nor as prohibiting any of defendant manufacturers from individually adopting and following any specific method of pricing their products whether by the individual use of a list or other tables of computation, provided such action is not the result of an agreement among the several defendants or any of them.

CHARLES E. WOLVERTON,
United States District Judge.

Entered June 18, 1925.

United States v. Oregon Wholesale Grocers' Association, et al.

Equity No. E-8700-34

Year Judgment Entered: 1926

UNITED STATES OF AMERICA v. OREGON WHOLESALE GROCERS' ASSOCIATION ET AL., DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF OREGON.

In Equity No. E-8700-34.

UNITED STATES OF AMERICA, COMPLAINANT

v.

OREGON WHOLESALE GROCERS' ASSOCIATION, A VOLUNTARY association, Lang & Company, Mason, Ehrman & Company, Wadhams & Kerr Bros., Hudson & Gram Co., Wadhams & Co., Allen & Lewis, T. W. Jenkins & Co., corporations, Roscoe C. Nelson, Isadore Lang, Louis Lang, Henry Lang, Edward Ehrman, Joseph Ehrman, Sol W. Ehrman, S. Mason Ehrman, A. W. Hay, Samuel C. Kerr, Alexander H. Kerr, Frank R. Kerr, Robert A. Hudson, Max B. Godfrey, Fred T. Gram, Henry Hahn, Julius Durkheimer, S. F.

Durkheimer, L. Allen Lewis, C. H. Lewis, Frank A. Spencer, Forrest S. Fisher, A. H. Compton, Albert E. Jenkins, Edwin J. Hall, E. B. London, and Hopkin Jenkins, individuals, defendants.

FINAL DECREE.

The United States of America having filed its petition herein on the twenty-ninth day of September, 1924, and all of the defendants having duly appeared by Messrs. Dey, Hampson & Nelson, their solicitors of record, and having answered, and the cause being now at issue on the petition and answer;

Now comes the United States of America by George Neuner, its attorney for the District of Oregon, and by C Stanley Thompson and H. H. Atkinson, Special assistants to the Attorney General, and come also all of the defendants herein by their solicitors as aforesaid, and it appearing to the Court that the Court has jurisdiction of the subject matter alleged in the petition and that the petition states a cause of action, and the petitioner having moved the Court for an injunction against the defendants as hereinafter decreed, and the Court having duly considered the statements of counsel for the respective parties and all of the defendants through their said solicitors now and here consenting to the rendition of the following decree;

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

I

That the combination and conspiracy in restraint of interstate trade and commerce and the acts, agreements and understandings in restraint of interstate trade and commerce, as such combination, conspiracy, acts, agreements and understandings are described in subparagraphs (c), (d), (e) and (h) of Paragraph IV of the petition herein, and the restraint of such trade and commerce obtained thereby are violative of the Act of Congress of July 2, 1890, entitled "An Act to protect trade

and commerce against unlawful restraints and monopolies" known as the Sherman Anti-Trust Act.

II

That the defendants and each of them, and their members, officers, 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 are hereby perpetually enjoined, restrained and prohibited from agreeing, combining or conspiring, directly or indirectly, among themselves or with others, and from continuing any such agreement, combination or conspiracy,

(a) to do any act or thing whatsoever, designed, or the reasonably-to-be expected effect of which would be, to deter, prevent or discourage by boycott, intimidation, withdrawal of patronage or other coercive acts whatsoever, or threat of the same, any manufacturer, or producer of groceries or other like articles, without the State of Oregon, from shipping, transporting or selling such groceries or other like articles to any customer or person, or to any class of customers or persons, within the State of Oregon;

(b) to aid, abet or assist, directly or indirectly, each other or others, to do any or all of the matters or things hereinbefore set forth and enjoined.

III

That each of the remaining prayers of the complaint filed herein is hereby denied in view of the statement of Government counsel that the evidence at hand does not show restraint of interstate trade and commerce by the other means alleged.

IV

That neither the complainant nor the defendants have or recover the costs in this cause expended.

Dated at Portland, Oregon, June 4, 1926.

(Signed) CHAS. E. WOLVERTON,
Judge, United States District Court.

United States v. Tubesales, et al.

Civil No. 62-512

Year Judgment Entered: 1963

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Tubesales; Alaskan Copper Companies, Inc.; Esco Corporation; and The Republic Supply Company of California., U.S. District Court, D. Oregon, 1963 Trade Cases ¶70,750, (May 16, 1963)

United States v. Tubesales; Alaskan Copper Companies, Inc.; Esco Corporation; and The Republic Supply Company of California.

1963 Trade Cases ¶70,750. U.S. District Court, D. Oregon. Civil Action No. 62-512. Entered May 16, 1963. Case No. 1725 in the Antitrust Division of the Department of Justice.

Sherman Act

Collusive Bidding—Restrictive Practices—Stainless Steel Pipe and Tube—Consent Judgment.—Wholesalers of stainless steel pipe and tube were prohibited by a consent judgment from fixing prices, adhering to established pricing policies, fixing charges for cutting stainless steel pipe and tubing, submitting collusive bids for the sale of their products, and exchanging price information.

For the plaintiff: Lee Loevinger, Assistant Attorney General, Harry G. Sklarsky, William D. Kilgore, Jr., Lyle L. Jones, Don H. Banks, Sidney I. Lezak, and Marquis L. Smith, Attorneys, Department of Justice.

For the defendants: William A. Caldecott, Walker, Wright, Tyler & Ward, for The Republic Supply Company of California; Frederick R. McBrien, Kindel & Anderson, for Tubesales; Allan Hart, Hart, Davidson, Veazie & Hanlon, for Alaskan Copper Companies, Inc.; Manley B. Strayer, Rockwood, Davies, Biggs, Strayer and Stoel, for Tubesales; and Oglesby H. Young, Koerner, Young, McColloch & Dezendorf, for The Republic Supply Company of California.

Final Judgment

SOLOMON, District Judge [*In full text*]: Plaintiff, United States of America, having filed its complaint herein on December 19, 1962, and the defendants consenting hereto, by their respective attorneys, having severally consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or an admission by any party with respect to any such issue, and the Court having considered the matter and being duly advised,

Now, therefore, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein and upon such consent, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Act*]

This Court has jurisdiction of the subject matter hereof and of the parties consenting hereto. The complaint states a claim, against the defendants consenting hereto under Section 1 of the Act of Congress of July 2, 1890, entitled, “An act to protect trade and commerce against unlawful restraints and monopolies,” commonly known as the Sherman Act, as amended.

II

[*Definitions]*

As used in this Final Judgment:

(A)“Person” means any individual, partnership, corporation, association or other business or legal entity;

(B)“Stainless steel pipe and tubing” means pipe and tubing manufactured from stainless steel.

III

[*Applicability*]

The provisions of this Final Judgment applicable to any consenting defendant shall apply to such defendant and to each of its successors, assignees, officers, directors, agents, employees and subsidiaries, and to those persons in active concert or participation with such defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV

[*Practices Prohibited*]

Defendants consenting hereto are jointly and severally enjoined and restrained from entering into, adhering to, maintaining or claiming any rights under any contract, agreement, understanding or conspiracy among themselves or with any other person to:

(A)Fix, establish, maintain or stabilize the prices, discounts, freight rates or other terms or conditions for sale of stainless steel pipe and tubing to any third person;

(B)Adhere to any prices or pricing policies for the sale of stainless steel pipe and tubing to any third person;

(C)Fix, establish, maintain or stabilize charges to any third person for cutting stainless steel pipe and tubing into specified lengths;

(D)Submit collusive or rigged bids for the sale of stainless steel pipe or tubing to any third person.

V

[*Exchanging Information*]

Each consenting defendant is enjoined and restrained from communicating to any other seller of stainless steel pipe and tubing the prices, terms or conditions of sale at which said defendant proposes or intends to bid or quote in response to an invitation from any third person to bid or quote upon stainless steel pipe or tubing, but the mere distribution of price books or price lists by independent action in the course of general circulation to the trade of a defendant to any such seller, without more, shall not constitute a violation of this Section V.

VI

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any consenting defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during the office hours of said defendant, who may have counsel present, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendant regarding any subject matter contained in this Final Judgment; and

(B) Subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers or employees of the defendant, who may have counsel present, regarding any such matters.

Upon such writen request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, said defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment. No information

obtained by the means provided in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

VII

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions thereof, and for the enforcement of compliance therewith and the punishment of violations thereof.

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Tubesales: * * * (Esco Corporation)., U.S. District Court, D. Oregon, 1965 Trade Cases ¶71,427, (Apr. 22, 1965)

United States v. Tubesales: * * * (Esco Corporation).

1965 Trade Cases ¶71,427. U.S. District Court, D. Oregon. Civil Action No. 62-512. Entered, April 22, 1965. Case No. 1725 in the Antitrust Division of the Department of Justice.

Sherman Act

Price Fixing—Stainless Steel Pipe and Tubing—Consent Judgment.—A wholesaler of stainless steel pipe and tubing was prohibited by a consent judgment from fixing prices, adhering to established pricing policies, fixing charges for cutting stainless steel pipe and tubing, submitting collusive bids, and exchanging price information.

For the plaintiff: William H. Orrick, Jr., Gordon B. Spivack, William D. Kilgore, Jr., Lyle L. Jones, Marquis L. Smith, J. Frederick Malakoff, Attorneys, Department of Justice, and Sidney I. Lezak, United States Attorney.

For the defendants: Black & Apicella by Guy J. Rappleyea, McBride, Baker, Wienke & Schlosser, by L. M. McBride.

Final Judgment as to Esco Corporation

SOLOMON, Judge: Plaintiff, United States of America, having filed its complaint herein on December 19, 1962, and the defendant Esco Corporation, by its attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or an admission by defendant Esco Corporation with respect to any such issue, and the Court having considered the matter and being duly advised.

Now, therefore, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein and upon such consent, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Act*]

This Court has jurisdiction of the subject matter hereof and of the parties consenting hereto. The complaint states a claim against the defendant Esco Corporation under Section 1 of the Act of Congress of July 2, 1890, entitled, “An act to protect trade and commerce against unlawful restraints and monopolies,” commonly known as the Sherman Act, as amended

II

[*Definitions*]

As used in this Final Judgment:

(A) “Person” means any individual, partnership, corporation, association or other business or legal entity;

(B) “Stainless steel pipe and tubing” means pipe and tubing manufactured from stainless steel.

III

[*Applicability*]

The provisions of this Final Judgment applicable to the defendant Esco Corporation shall apply to it and to each of its successors, assignees, officers, directors, agents, employees and subsidiaries, and to those persons in active concert or participation with such defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV

[*Practices Prohibited*]

Defendant Esco Corporation is enjoined and restrained from entering into, adhering to, maintaining or claiming any rights under any contract, agreement, understanding or conspiracy with any other person to:

(A) Fix, establish, maintain or stabilize the prices, discounts, freight rates or other terms or conditions for sale of stainless steel pipe and tubing to any third person;

(B) Adhere to any prices or pricing policies for the sale of stainless steel pipe and tubing to any third person;

(C) Fix, establish, maintain or stabilize charges to any third person for cutting stainless steel pipe and tubing into specified lengths;

(D) Submit collusive or rigged bids for the sale of stainless steel pipe or tubing to any third person.

V

[*Exchange of Information*]

Defendant Esco Corporation is enjoined and restrained from communicating to any other seller of stainless steel pipe and tubing the prices, terms or conditions of sale at which said defendant proposes or intends to bid or quote in response to an invitation from any third person to bid or quote upon stainless steel pipe or tubing, but the mere distribution of price books or price lists by independent action in the course of general circulation to the trade of said defendant to any such seller, without more, shall not constitute a violation of this Section V.

VI

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant Esco Corporation made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during the office hours of said defendant, who may have counsel present, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendant regarding any subject matter contained in this Final Judgment; and

(B) Subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers or employees of the defendant, who may have counsel present, regarding any such matters.

Upon such written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, said defendant shall submit such reports in writing with respect to the matters contained in this Final judgment as may from time to time be necessary to the enforcement of this Final judgment. No information obtained by the means provided in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

VII

[*Retention of Jurisdiction*]

Jurisdiction is retained for the purpose of enabling either of the parties to this Final Judgment to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions thereof, and for the enforcement of compliance therewith and the punishment of violations thereof.

United States v. Jantzen Incorporated, et al.

Civil No. 64-111

Year Judgment Entered: 1966

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Jantzen Inc.; Catalina, Inc.; Cole of California, Inc.; and Rose Marie Reid., U.S. District Court, D. Oregon, 1966 Trade Cases ¶71,887, (Oct. 21, 1966)

United States v. Jantzen Inc.; Catalina, Inc.; Cole of California, Inc.; and Rose Marie Reid.

1966 Trade Cases ¶71,887. U.S. District Court, D. Oregon. Civil No. 64-111. Entered October 21, 1966. Case No. 1784 in the Antitrust Division of the Department of Justice.

Sherman Act

Price Fixing—Competition—Swimwear—Consent Judgment.—Four swimwear manufacturers were prohibited under the terms of a consent decree from agreeing with like manufacturers regarding the sale of swimwear to fix prices, establish price breaks for retail clearance sales, persuade retailers to maintain suggested or preticketed prices, exchange information as to retailers' pricing policies or refuse to sell swimwear to any retailer or class of retailer.

Price Fixing—Resale Agreements—Swimwear—Consent Judgment.—Manufacturers of swimwear were prohibited from exchanging information regarding retail pricing, refusing for four years to sell to retailers because of their pricing policies, requiring retailers to remove brands or labels of the manufacturers' products unless being sold in violation of fair trade rights, agreeing with retailers on price break dates, exchanging information with manufacturers or retailers (for three years) on price break dates, or agreeing with retailers to fix prices in the sale of swimwear.

Resale Price Fixing—Fair Trade Exception—Seasonal Applicability—Swimwear—Consent Decree.—Provisions of a consent decree prohibiting swimwear manufacturers from refusing to deal with retailers because of their pricing policies or requiring them to maintain prices or remove labels or agreeing with them on price breaks did not prohibit the manufacturers from establishing or enforcing fair trade agreements, except that, for a period of three years, such agreements could not be enforced between July 1 and August 31 of each year; at some point between April 15 and June 1 of each of the three years, the manufacturers were required to notify each retailer selling swimwear pursuant to fair trade of his right to sell swimwear free and clear of the agreement.

For the plaintiff: D. F. Turner, Assistant Attorney General; Gordon B. Spivack, W. D. Kilgore, Jr., Charles D. Mahaffie, Jr., and Hugh P. Morrison, Jr., Attorneys, Department of Justice.

For the defendants: Manley B. Strayer, for Jantzen, Inc.; Arthur S. Vosburg, Kaye, Scholer, Fierman, Hays & Handler, New York, N. Y., by Milton Handler for Catalina, Inc. and Cole of California, Inc.

Final Judgment

SOLOMON, D. J.: The plaintiff, United States of America, having filed its complaint herein on March 10, 1964, the defendants having filed answers, and the parties hereto by their respective attorneys having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or an admission by any party hereto with respect to any such issue:

Now, therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Act*]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims for relief against the defendants under Section 1 of the Act of Congress of July 2, 1890, as amended,

entitled “An act to protect trade and commerce against unlawful restraints and monopolies,” commonly known as the Sherman Act.

II

[*Definitions*]

As used in this Final Judgment, “swimwear” shall mean any garment designed primarily to be worn by female adults and junior misses while swimming.

III

[*Applicability*]

The provisions of said Final Judgment applicable to a defendant shall also apply to each of its officers, directors, agents, employees, subsidiaries, successors and assigns, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise. For the purpose of this Final Judgment, the defendant and its parent and their subsidiaries and their officers, directors, employees and subsidiaries, when acting in such capacity, shall be deemed to be one person.

IV

[*Price Fixing*]

Each defendant is enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under any agreement, plan or program with any manufacturer of swimwear to:

(A) Fix, stabilize or maintain prices for the sale of swimyear to any third person;

(B) Establish any price break date or time for the beginning or conducting of retail clearance sales of swimyear;

(C) Maintain or not maintain retail prices for swimwear for any particular period of time;

(D) Induce, persuade or coerce any retailer to maintain any suggested or pre-ticketed retail price for any swimwear;

(E) Exchange information or advice as to any retailer's pricing or selling policies for swimwear;

(F) Refuse to sell swimwear to any retailer or class or type of retailer.

V

[*Price Fixing*]

Each defendant is enjoined and restrained, directly or indirectly, from:

(A) Seeking from or giving to any manufacturer of swimwear information regarding the pricing or selling policy of any retailer of swimyear or any information as to whether sales of swimwear are being made to any particular retailer;

(B) Refusing, for a period of four (4) years from the date of entry of this Final Judgment, to continue to sell swimwear to any retailer because of the pricing policy of such retailer;

(C) Coercing or requiring any retailer to remove any valid and accurate brand or label of defendant from any swimwear unless being sold in violation of fair trade rights;

(D) Entering into any agreement, combination or conspiracy with any retailer or group of retailers for the establishment of any price break date for the sale of swimwear;

(E) Suggesting to or discussing with any manufacturer of swimwear the timing for the establishment of any price break date for the sales of swimwear;

(F) For a period of three (3) years from the date of entry of this Final Judgment, suggesting to or discussing with any retailer of swimwear the timing for the establishment of any price break date for the sale of swimwear;

(G) Entering into any agreement, combination or conspiracy with any retailer or group of retailers to fix, stabilize or maintain any prices for the sale of any swimwear to any third person.

VI

[*Fair Trade—Seasonal Applicability*]

Subsections (B), (C), (D), and (G) of Section V above shall not prohibit any defendant from establishing, claiming, maintaining or enforcing any rights arising out of any agreement lawful under applicable "fair trade" legislation except that, for a period of three (3) years from the date of entry of this Final Judgment, the defendant may not enforce or attempt to enforce any such rights from July 1 through August 31 of each of those three years, and defendant is ordered to notify at some point during the period April 15 and June 1 of each of the three years, each retailer selling swimwear pursuant to fair trade of his right to sell swimwear free and clear of such agreement.

VII

[*Publication of Decree*]

Each defendant is ordered and directed within thirty (30) days from the date of entry of this Final Judgment to insert in the national trade paper in which the defendants regularly advertise swimwear an advertisement setting forth the fact of entry of this Final Judgment and summarizing the terms, such advertisement to be in form and content satisfactory to the plaintiff.

VIII

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division upon reasonable notice to a defendant made to its principal office be permitted, subject to any legally recognized privilege:

(A) Access during the office hours of said defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of said defendant relating to any of the matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview the officers and employees of said defendant who may have counsel present, regarding any such matters.

For the purpose of securing compliance with this Final Judgment, a defendant upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such written reports relating to any of the matters contained in this Final Judgment. No information obtained by the means provided in this Section shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

IX

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or

carrying out of this Final Judgment, or the modification or termination of any of the provisions thereof or for the enforcement of compliance therewith, and for the punishment of violations of any of the provisions contained herein.

United States v. Oregon Athletic Equipment Company, Incorporated, et al.

Civil No. 68-424

Year Judgment Entered: 1969

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Oregon Athletic Equipment Co., Inc., Portland Athletic Supply Co., Wilson Sporting Goods Co., Frank Bashor Supplies, Inc., Bill Beard Sporting Goods, Inc., and Caplan's Sport Shop., U.S. District Court, D. Oregon, 1969 Trade Cases ¶72,794, (Jun. 12, 1969)

United States v. Oregon Athletic Equipment Co., Inc., Portland Athletic Supply Co., Wilson Sporting Goods Co., Frank Bashor Supplies, Inc., Bill Beard Sporting Goods, Inc., and Caplan's Sport Shop.

1969 Trade Cases ¶72,794. U.S. District Court, D. Oregon. Civil No. 68-424. Entered June 12, 1969. Case No. 2010 in the Antitrust Division of the Department of Justice.

Sherman Act

Conspiracy—Collusive and Rigged Bids—Athletic Equipment.—Athletic equipment distributors and a manufacturer were barred by the terms of a consent decree from conspiring to submit collusive and rigged bids on athletic equipment. Additionally, the decree set limitations on exchanges of price information between the companies and other sellers of athletic supplies.

For the plaintiff: Richard W. McLaren, Asst. Atty. Gen., Baddia I. Rashid, William D. Kilgore, Jr., Marquis L. Smith, Gilbert Pavlovsky, and J. Frederick Malakoff, Attys., Dept. of Justice.

For the defendants: William F. Bernard, of Bernard, Bernard & Hurley, Portland, Ore., for Oregon Athletic Equipment Co., Inc.; Herbert W. Winfree, of Winfree, Latourette, Murphy & Bayless, Portland, Ore., for Portland Athletic Supply Co.; Howard Adler, Jr., of Bergson, Borkland, Margolis & Adler, Washington, D. C. and Allan Hart, of Lindsay, Nahstoll, Hart, Dafoe & Krause, Portland, Ore., for Wilson Sporting Goods Co.; Glen McCarty, of McCarty & Rosacker, Portland, Ore., for Frank Bashor Supplies, Inc.; Bruce W. Williams, of Williams, Skopil, Miller & Beck, Salem, Ore., for Bill Beard Sporting Goods, Inc.; Charles V. Elliott, of Elliott & Davis, Portland, Ore., for Caplan's Sport Shop.

SOLOMON, D. J.: Plaintiff, United States of America, having filed its complaint herein on August 1, 1968, and the defendants and the plaintiff, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence of an admission by plaintiff or defendants with respect to any such issue:

Now, Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein and upon consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendants under Section 1 of the Act of Congress of July 2, 1890, as amended (15 U. S. C. § 1), commonly known as the Sherman Act.

II

[*Definitions*]

As used in this Final Judgment:

(A) “Person” means an individual, partnership, firm, association, corporation or other legal or business entity.

(B) “Athletic equipment” means equipment and apparel designed for use by participants in sporting and athletic events and by students in physical education classes.

(C) “United States” means the United States of America, its territories and possessions.

(D) “Seller” means any manufacturer, distributor, dealer, or retailer engaged in the sale of athletic equipment.

(E) “Competing seller” means any seller as defined in 11(D) herein who sells athletic equipment, either directly or through an agent or other representative, in the City of Portland, Oregon, or within a 500-mile radius thereof.

III

[*Applicability*]

The provisions of this Final Judgment applicable to defendants shall also apply to each of their respective subsidiaries, successors, assigns, officers, directors, agents and employees, and to all other persons acting in concert or participation with any defendant who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

[*Scope*]

The provisions of this Final Judgment shall, unless otherwise indicated, apply to each of the defendants in their activities throughout the United States.

V

[*Rigged Bids*]

Each of the defendants is enjoined and restrained from, in any manner, directly or indirectly, continuing, maintaining, or entering into any agreement, understanding, combination or conspiracy to submit collusive or rigged bids to purchasers of athletic equipment, and from engaging in any other agreement, understanding, combination, conspiracy or concert of action having a similar purpose and effect with respect to the sale of athletic equipment.

VI

[*Communicating Prices*]

The defendants Oregon Athletic Equipment Co., Inc., Portland Athletic Supply Company, Frank Bashor Supplies, Inc., Bill Beard Sporting Goods, Inc., and Caplan's Sport Shop are each enjoined and restrained from, directly or indirectly, communicating to any competing seller the prices, pricing methods, or terms or conditions of sale at which athletic equipment is offered for sale to any third person.

VII

[*Other Defendant*]

The defendant Wilson Sporting Goods Co. is enjoined and restrained from, directly or indirectly, communicating to any seller the prices, pricing methods or terms or conditions of sale at which athletic equipment is offered for sale to any third person. Nothing in this Final Judgment shall preclude the defendant Wilson Sporting Goods Co., a manufacturer and distributor of athletic equipment, from issuing catalogs or price lists and distributing them to the trade generally.

VIII

[*Bona Fide Purchase or Sale*]

Nothing in this Final Judgment shall preclude bona fide purchase or sale negotiations between any defendant and any other seller.

IX

[*Inspection and Compliance*]

For the purposes of determining or of securing compliance with this Final Judgment and for no other purposes, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during the office hours of such defendant, which may have counsel present, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant regarding any subject matter contained in this Final Judgment; and

(B) Subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers or employees of the defendant, who may have counsel present, regarding any such matters.

Upon such written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and for the purposes of securing compliance with this Final Judgment and for no other purposes, the defendants shall submit reports in writing with respect to the matters contained in this Final Judgment, as may from time to time be required. No information obtained by the means provided in this Section shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

X

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to the Court at any time (i) for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, (ii) for the modification of any of the provisions thereof, and (iii) for the enforcement of compliance therewith and the punishment of violations thereof.