

FINAL DECREE.

The United States of America having filed its petition in the above entitled cause on the 9th day of August, 1926, against the following defendants:

Southern Hardware Jobbers' Association, *a voluntary unincorporated association*:

Allen & Jemison Company,
 Anniston Hardware Company,
 G. W. Barnett Hardware Company,
 Bloch Brothers,
 Gadsden Hardware & Supply Company
 Long-Lewis Hardware Company,
 Loeb Hardware Company, Inc.,
 McGowin-Lyons Hardware & Supply Co.,
 Moore-Handley Hardware Company,
 Talladega Hardware Company,
 Teague Hardware Company,
 Tissier Hardware Company,
 Wimberly & Thomas Hardware Company,
 Atkinson-Williams Hardware Company,
 Benton County Hardware Company,
 Buhrman-Pharr Hardware Company,
 Fones Brothers Hardware Company,
 Fox Brothers Hardware Company,
 Speer Hardware Company,
 Benton County Hardware Company,
 Baird Hardware Company,
 Florida Hardware Company,
 Tampa Hardware Company,
 The Athens Hardware Company,
 Beck & Gregg Hardware Company,
 Dinkins-Davidson Hardware Co.,
 Dunlap Hardware Company,
 Griffin-Cantrell Hardware Co.,
 King Hardware Company,
 Palmour Hardware Company,
 Peeler Hardware Company,
 Peoples Hardware Company,
 Home Hardware Company,
 Sharp-Lachey-Hersey Company,
 Strickland Hardware Company,
 Lambert-Grisham Hardware Co.,
 Sterling Hardware Company,
 A. Baldwin & Company, Ltd.,
 Brown-Roberts Hardware & Supply Company, Ltd.,

**UNITED STATES OF AMERICA v. SOUTHERN
 HARDWARE JOBBERS' ASSOCIATION, ET AL.,
 DEFENDANTS.**

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
 EASTERN DISTRICT OF VIRGINIA.

UNITED STATES OF AMERICA, PETITIONER,

VS.

SOUTHERN HARDWARE JOBBERS' ASSOCIATION, ET AL.,
 DEFENDANTS.

In Equity No. 152.

Doherty Hardware Company, Ltd.,
 Gibbens & Gorden, Inc.,
 Lee Hardware Company, Ltd.,
 Monroe Hardware Company, Inc.,
 Knight & Wall Company,
 Palm Beach Mercantile Company,
 Railey-Milam Hardware Company,
 Ray Hardware Company,
 Woodward, Wright & Company, Ltd.,
 Addkison & Bauer, Inc.,
 Baker & McDowell Hardware Company,
 The Crane Hardware Company,
 Delta Hardware & Implement Co.,
 Henderson & Baird Hardware Company,
 Melton Hardware Company,
 O'Neill-McNamara Hardware Company,
 Wado Hardware Company,
 Wright Brothers Hardware Co.,
 American Hardware & Equipment Co.,
 Brown-Rogers-Dixson Company,
 Glasgow-Allison Company,
 Harris Hardware Company,
 N. Jacobi Hardware Company,
 Monroe Hardware Company,
 J. W. Murchison & Company,
 Odell Hardware Company,
 Smith-Wadsworth Hardware Company,
 Oklahoma City Hardware Company,
 Chester Hardware Company,
 C. D. Francke & Company,
 Lorick & Lawrence, Inc.,
 Poe Hardware & Supply Company,
 Sullivan Hardware Company,
 Thompson-Miler Hardware Corporation,
 E. C. Atkins & Company, Inc.,
 Cash-Melton Hardware Company,
 The Elder-Conroy Hardware Company,
 House-Hasson Hardware Company,
 Interstate Hardware & Supply Company,
 Keith-Simmons Company, Inc.,
 H. G. Lipscomb & Company,
 C. H. McClung & Company, Inc.,
 Orgill Brothers & Company,
 Phillips & Buttorff Mfg. Company,
 Stratton-Warren Hardware Company,
 Summers Hardware Company,
 Whittaker-Holtsinger Hardware Co.,
 Murray-Brocks Hardware Company, Ltd.,

B. V. Redmond & Son, Inc.,
 Stauffer, Eshelman & Company, Ltd.,
 Thomas-Ogilvie Hardware Company, Inc.,
 W. W. Woodruff Hardware Company,
 Bering-Cortes Hardware Company,
 Black Hardware Company,
 Corpus Christi Hardware Company,
 A. Deutz & Brother,
 F. W. Heitmann Company,
 Herrick Hardware Company,
 Huey & Philip Hardware Company,
 Ed S. Hughes Company,
 McLendon Hardware Company,
 Moroney Hardware Company,
 Morrow-Thomas Hardware Company,
 Nash Hardware Company,
 National Hardware & Stove Company,
 Peden Iron & Steel Company,
 Penick-Hughes Company,
 W. H. Richardson & Company,
 Roberts, Sanford & Taylor Company,
 The Sabine Supply Company,
 W. M. Tatum Hardware Company,
 Tyrrell Hardware Company,
 Wadel-Connally Hardware Company,
 The Walter Tips Company,
 E. L. Wilson Hardware Company,
 Barker-Jennings Hardware Corporation,
 The W. S. Donnan Hardware Company,
 Charles Leonard Hardware Company, Inc.,
 Mitchell-Powers Hardware Company,
 Nelson Hardware Company,
 Norton Hardware Company,
 Perrow-Evans Hardware Corporation,
 Roanoke Hardware Company,
 Virginia-Carolina Hardware Company,
 Watters & Martin, Inc.,
 Worth Hulfish & Sons, Inc.,
 Worthington Hardware Company, Inc.,
 Bluefield Hardware Company,
 Bluefield Supply Company,
 Foster-Thornburg Hardware Company,
 Logan Hardware & Supply Company,
 Sterling Hardware Company,

corporations:

The Kaminski Hardware Company, McRae Bros. Hardware Company, Montgomery & Crawford, Pruitt-Barrett

Hardware Company, *partnerships*: John E. Gannaway & Company, Ben J. Schuster, J. D. Weed & Company, *individually owned concerns*: Mark Lyons, John Donnan, W. C. Thomas, C. H. Ireland, J. A. Summers, W. C. Halleyman, W. W. French, R. J. Ogilvie, L. M. Stratton, C. A. Trumbull, E. W. Kaminski, Joseph Kaminski, H. Schenk, Joseph Schenk, H. Kaminski, H. E. McRae, C. L. McRae, T. S. Crawford, L. E. Crawford, B. W. Montgomery, B. G. Montgomery, W. S. Montgomery, Sr., W. S. Montgomery, Jr., L. M. Cart, K. M. Oates, J. C. Pruitt, E. R. Barrett, G. M. Barrett, John E. Gannaway, Ben J. Schuster, and Henry S. Weed, *individuals*:

And all of said defendants named in the petition in this cause having duly appeared by their counsel, A. G. Turner, of the firm of Knight, Thompson, and Turner of Tampa, Florida, and L. T. W. Marye, of Richmond, Virginia.

Comes now the United States of America, by Paul W. Kear, its attorney for the Eastern District of Virginia, William J. Donovan, Assistant to the Attorney General, and Miller Hughes, Special Assistant to the Attorney General, and come also all of said defendants named in the petition herein by their counsel 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 said defendants named in the petition in this cause through their said counsel 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, regulations, rules, and resolutions of the defendants, and the agree-

ments and understandings among the defendants in restraint of interstate trade and commerce with respect to hardware 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", commonly known as the Sherman Anti-Trust Act.

II.

That the term "hardware" as used in this decree embraces hardware supplies of every kind and description. It includes agricultural implements and supplies, firearms, firearm ammunition, various kinds of steel goods, axes, tools, chains, nails, wire, picks, mattocks, blacksmith supplies, shovels, spades, automobile hardware, hoes, sheets, bars, plows, screens, builders hardware and kindred articles.

That the term "jobbers" as used in this decree means any person, firm or corporation engaged in the business of buying hardware or other commodities from manufacturers and selling same to retail dealers.

That the term "retail dealer" as used in this decree means any person, firm or corporation engaged in the business of buying hardware or other commodities from manufacturers or jobbers and selling same to the consuming public.

III.

That the Southern Hardware Jobbers' Association, and its Secretary and all of its officers and the members of its committees, and each of them, be and they are hereby perpetually enjoined, restrained, and prohibited from committing or doing, directly or indirectly, any of the following acts or things:

(a) Endeavoring, expressly or impliedly, or in any manner or by any means whatsoever, to prevail upon the defendant jobbers to sell any article of hardware or any other commodity to the retail dealers or other customers

at uniform prices; or to in any way restrain competition among the defendant jobbers or other jobbers as to prices.

(b) Endeavoring, expressly or impliedly, to prevail upon any manufacturer to suggest or fix the price at which any article of hardware or any commodity shall be resold by the jobber.

(c) Endeavoring, expressly or impliedly, to prevail upon any manufacturer to refrain from selling any article of hardware or any commodity to any jobber or jobbers who resell such commodity at lower prices than the resale prices suggested or fixed by the respective manufacturer.

(d) Endeavoring, expressly or impliedly, to prevail upon any defendant jobber or other jobber to sell any article of hardware or any commodity at the price at which any manufacturer suggests or requests that it be sold.

(e) Endeavoring, expressly or impliedly, to prevail upon any of the defendant jobbers or other jobbers to refrain from purchasing any article of hardware or any commodity from a manufacturer who does not suggest or fix a price at which the respective article shall be resold by the jobbers.

(f) Endeavoring, expressly or impliedly, to prevail upon any of the defendant jobbers or other jobbers to refrain from purchasing any commodity from any particular person, firm or corporation, or from selling any commodity to any particular person, firm or corporation, for any reason whatsoever.

(g) Endeavoring, expressly or impliedly, to prevail upon any manufacturer or manufacturers not to ship hardware, or any commodity, anywhere except to the place of business of the jobber making the purchase.

(h) Endeavoring, expressly or impliedly, to prevail upon any manufacturer or manufacturers to sell to so-called legitimate jobbers or not to sell to any particular jobber or jobbers or any other dealer or dealers, for any

reason whatsoever; or to in any way dictate those to whom any manufacturer shall sell or not sell.

(i) Reporting to any of the defendant jobbers or other jobbers the names of manufacturers suggesting or fixing resale prices.

(j) Reporting to the defendant jobbers or to other jobbers the names of manufacturers refusing to fix resale prices.

(k) Reporting to any of the defendant jobbers or other jobbers the names of manufacturers refusing, or who have announced their policy to refuse, to sell jobbers who, in their sales to retail dealers, fail to maintain the resale prices suggested or fixed by the respective manufacturers.

(l) Reporting to the defendant jobbers or other jobbers the names of manufacturers who ship hardware only to the place of business of the jobber making the purchase; or the names of manufacturers who do not observe or maintain such policy.

(m) Submitting to any of the defendant jobbers, or to any jobber, expressly or impliedly, any list of preferred manufacturers or any list of undesirable manufacturers.

(n) Reporting to any manufacturer the names of jobbers who fail to observe or maintain, in their sales of any particular commodity to retail dealers or others, the resale prices suggested by the manufacturer from whom such commodity was purchased.

(o) Endeavoring, expressly or impliedly, directly or indirectly, to prevail upon any manufacturer to raise the price at which such manufacturer has suggested that any article of hardware or any commodity shall be sold by the jobbers to retail dealers or other customers.

IV.

That the defendants and each of them, 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, conspiring, directly or indirectly, among themselves or with others, and from continuing any such agreement, combination or conspiracy as alleged in the petition herein, and from committing or doing, directly or indirectly, any of the following acts or things:

(a) Agreeing among themselves or with other jobbers, expressly or impliedly, or in any manner or by any means whatsoever, on the price at which they shall sell hardware or any other commodities to the retail dealers or any other customers.

(b) Adopting, maintaining, or using, or continuing to maintain or use by collective or concerted action, agreement or understanding, uniform prices, uniform minimum prices, or uniform discounts with respect to their sales of any article of hardware or any commodity.

(c) Endeavoring, either collectively, or individually as a result of any agreement or understanding, express or implied, among them or any of them, to prevail upon any manufacturer to suggest or fix the price at which any article of hardware or any commodity shall be resold by the jobbers.

(d) Endeavoring, either collectively, or individually as a result of any agreement or understanding, express or implied, among them or any of them, to prevail upon any manufacturer to refrain from selling any article of hardware or any commodity to any jobber or jobbers who resell such commodity at lower prices than the resale prices suggested or fixed by the respective manufacturer.

(e) Agreeing among themselves or with other jobbers, expressly or impliedly, or in any manner or by any means whatsoever, to sell any article of hardware or any commodity at the price at which any manufacturer suggests or requests that it be sold.

(f) Agreeing among themselves or with other jobbers, expressly or impliedly, or in any manner or by any means

whatsoever, to refrain from purchasing any particular article of hardware or any other commodity from a manufacturer who does not suggest or fix a price at which the respective article shall be resold by the jobbers.

(g) Agreeing among themselves or with other jobbers, expressly or impliedly, or in any manner or by any means whatsoever, to refrain from purchasing any commodity from any particular person, firm or corporation, or from selling any commodity to any particular person, firm or corporation, for any reason whatsoever.

(h) Endeavoring, either collectively, or individually as a result of any agreement or understanding, express or implied, among them or any of them, to prevail upon any manufacturer or manufacturers not to ship hardware, or any commodity, anywhere except to the place of business of the jobber making the purchase.

(i) Endeavoring, either collectively, or individually as a result of any agreement or understanding, express or implied, among them or any of them, to prevail upon any manufacturer or manufacturers to sell only to so-called legitimate jobbers, or not to sell to any particular jobber or jobbers, or any other dealer or dealers, for any reason whatsoever; or to in any way dictate those to whom any manufacturer shall sell or not sell.

(j) Reporting to each other, or to other jobbers, directly or indirectly, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers suggesting or fixing resale prices.

(k) Reporting to the Southern Hardware Jobbers' Association, to its Secretary, or to any of its officers or the members of any of its committees, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers suggesting or fixing resale prices.

(l) Reporting to each other, or to other jobbers, directly or indirectly, as a result of any agreement or understanding, express or implied, among them or any

of them, the names of manufacturers refusing to suggest or fix resale prices.

(m) Reporting to the Southern Hardware Jobbers' Association, to its Secretary, or to any of its officers or the members of any of its committees, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers refusing to suggest or fix resale prices.

(n) Reporting to each other, or to other jobbers, directly or indirectly, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers refusing, or who have announced their policy to refuse, to sell jobbers who, in their sales to retail dealers or others, fail to maintain the retail prices suggested or fixed by the respective manufacturers.

(o) Reporting to the Southern Hardware Jobbers' Association, to its Secretary, or to any of its officers or the members of any of its committees, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers refusing, or who have announced their policy to refuse, to sell jobbers who, in their sales to retail dealers or others, fail to maintain the resale prices suggested or fixed by the respective manufacturers.

(p) Reporting to each other, or to other jobbers, directly or indirectly, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers who ship hardware only to the place of business of the jobber making the purchase; or the names of manufacturers who do not observe or maintain such policy.

(q) Reporting to the Southern Hardware Jobbers' Association, to its Secretary, or to any of its officers or the members of any of its committees, as a result of any agreement or understanding, express or implied, among them or any of them, the names of manufacturers who ship hardware only to the place of business of the jobber

making the purchase; or the names of manufacturers who do not observe or maintain such policy.

(r) Agreeing among themselves or with others to create, or creating, directly or indirectly, any list or class of preferred manufacturers, or any list or class of undesirable manufacturers.

(s) Reporting to each other, or to other jobbers, or to any manufacturer, either directly or indirectly, as a result of any agreement or understanding, express or implied, among them or any of them, the names of jobbers who fail to observe or maintain, in their sales of any particular commodity to retail dealers or others, the resale prices suggested by the manufacturer from whom such commodity was purchased.

(t) Reporting to the Southern Hardware Jobbers' Association, to its Secretary, or to any of its officers or the members of any of its committees, the names of jobbers who fail to observe or maintain, in their sales of any particular commodity to retail dealers or others, the retail prices suggested by the manufacturer from whom such commodity was purchased.

(u) Increasing, by collective action, agreement, or understanding, or by any concerted effort whatsoever, the prices to be charged for hardware or any commodity.

(v) Aiding, abetting, or assisting, individually or collectively, others to do any of the things herein adjudged to be illegal or which the defendants are herein restrained from doing.

V.

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.

VI.

That the petitioner have and recover of the defendants
the costs in this cause expended.

August 12, 1926.

D. LAWRENCE GRONER,
United States District Judge.