

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF ALASKA, SECOND DIVISION.

Civil No. 1449.

UNITED STATES OF AMERICA

VS.

THE NOME RETAIL GROCERYMEN'S ASSOCIATION, THE
NORTHWESTERN COMMERCIAL COMPANY, A CORPORA-
TION, THE BEAU MERCANTILE COMPANY, A CORPORATION,
ARCHER EWING & COMPANY, A CORPORATION, THE
ALASKA MERCANTILE COMPANY, A. CARLIS AND S.
CARLIS, COPARTNERS AS CARLIS BROS., H. P. KING AND
H. P. KING, JR. COPARTNERS AS KING & KING, IRA M.
RANK, M. E. ATKINSON, W. W. EWING, J. P. PARKER,
A. POLET, C. LUCCI, FRED BROOMER, THORULF LEHMAN,
BIANCHI, EUGENE ANDRUCETTE, ISAIAH NEWENS AND
H. J. GLANDEN, COPARTNERS AS NEWENS & GLANDEN.

DECREE.

This cause coming on regularly to be heard, on the
motion of plaintiff, the United States of America, by
Henry M. Hoyt, Esq., its attorney, for judgment, and it
appearing to the Court from the records and files herein,
including the marshal's return on the summons hereto-
fore issued herein, that each of the above named defen-

dants has been duly and regularly served with the process of this court together with certified copy of the complaint, as required by law, and that more than thirty days has elapsed since such service upon each of the said defendants, and that this action has been duly and regularly dismissed by the order of this court as to the defendants the Alaska Mercantile Company, a corporation, and The Beau Mercantile Company, a corporation, the said Beau Mercantile Company, having filed an answer herein, and that none of the other defendants have appeared or answered herein and that the default of each of them has been duly and regularly entered herein, and the Court having considered the complaint and the evidence filed in support thereof, and being sufficiently advised in the premises does now

ORDER, ADJUDGE AND DECREE that the injunction heretofore issued out of this court in this action, commanding the said defendants and each of them to absolutely desist and refrain from in any way interfering with, impeding or preventing free, open and unrestrained competition between themselves or any of them in the conduct of the retail grocery business of each of said defendants, or between said defendants and others engaged in the retail grocery business in Nome, Alaska, and from continuing in force, effect and operation any combination, conspiracy, agreement or understanding heretofore entered into between themselves or any of them relating to the retail selling price of groceries, etc., in Nome, Alaska, and from continuing in force, effect and operation, pursuant to such combination, conspiracy, agreement or understanding, any schedule of prices for groceries, etc. heretofore adopted, fixed, agreed upon, or put in operation by virtue of any combination, conspiracy, agreement or understanding between themselves or any of them; and from hereafter combining, conspiring or agreeing between themselves, or any of them, either as individuals or as an association, directly or indirectly to fix, adopt, abide by or maintain any schedule of retail selling prices of any articles, in the line of groceries etc. in Nome, Alaska or

any schedule fixing any minimum price on any such articles; and from entering into any combination, conspiracy or agreement, as an association or as individuals, either expressly or impliedly, or in any manner whatever, or by any means arriving at any understanding between themselves or any of them, relating to or affecting in any way whatever the price of any article for sale at their respective places of business; and from combining, conspiring or agreeing to do any act or thing whatever, intended or calculated to prevent any person or persons whomsoever from engaging in or continuing to engage in the retail grocery business at Nome, Alaska, or intended or calculated to hinder or embarrass said person or persons in the prosecution of his or their said business, either by inducing or attempting to induce wholesale grocery dealers at Nome, Alaska, or elsewhere, to refrain from selling goods to said person or persons or by any other means, except by legitimate competition, injuring or attempting to injure the business of said person or persons; be and the same hereby is made permanent and perpetual; it is further

ORDERED, ADJUDGED AND DECREED that any and all agreements, contracts and obligations, express or implied, in whatever manner made, heretofore entered into by and between the said defendants herein or any of them with reference to the regulation, control, maintenance or fixing of prices of groceries in Nome, Alaska, be and the same hereby are declared and decreed to be unlawful and void and the same are hereby set aside; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendants and each of them be and they are hereby prohibited and enjoined from hereafter enforcing, causing to be enforced or carrying out said agreements contracts and obligations; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendant the Nome Retail Grocerymen's Association be and the same is hereby declared and decreed to be an unlawful association, and the same is hereby dissolved and abolished; and it is further

ORDERED, ADJUDGED AND DECREED that the said defendants and each of them be and they and each of them is hereby enjoined and restrained from giving any orders or directions to committees, associations or others for the performance of any of the acts herein sought to be enjoined and it is further

ORDERED AND DECREED that the defendants, against whom this action has not been dismissed, pay the cost and disbursements of this action, taxed at \$220.75.

ALFRED S. MOORE,
District Judge.

[February 8, 1906.]