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,

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, ATLANTIC AND PACIFIC TELEPHONE COMPANY, THE PACIFIC TELEPHONE AND TELEGRAPH COM-PANY, SUNSET TELEPHONE AND TELEGRAPH COM-PANY, PACIFIC STATES TELEPHONE AND TELEGRAPH COMPANY. MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, NORTHWESTERN LONG-DIS-TANCE TELEPHONE COMPANY, HOME TELEPHONE Company of Puget Sound, Independent Tele-PHONE 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 TELE-PHONE AND TELEGRAPH COMPANY, MCMINNVILLE LOCAL AND LONG-DISTANCE TELEPHONE COMPANY, LEBANON MUTUAL TELEPHONE COMPANY, THEO-DORE 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, DE-FENDANTS. 35087-14-1

v.

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 designates 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.

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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 longdistance 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.

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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 longdistance 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 discriminating 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 $4,212\frac{1}{2}$ 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.