Mississippi Central Railroad Company,
Missouri-Kansas-Texas Railroad Company,
Missouri-Kansas-Texas Railroad Company of Texas,
Beaver, Meade & Englewood Railroad Company,
Guy A. Thompson, Trustee, Missouri Pacific Railroad Company,
Doniphan, Kensett & Searcy Railway Company,
New Orleans & Lower Coast Railroad Company,
Natchez & Southern Railway Company,
New Orleans, Texas & Mexico Railway Company,
St. Louis, Brownsville & Mexico Railway Company,
San Antonio, Uvalde & Gulf Railroad Company,
Beaumont, Sour Lake & Western Railway Company,
International-Great Northern Railroad Company,
Missouri-Illinois Railroad Company,
Missouri & Arkansas Railway Company,
Charles E. Ervin and Thomas M. Stevens, Receivers, Mobile & Ohio Railroad Company,
Montour Railroad Company,
Nashville, Chattanooga & St. Louis Railway Company,
Nevada Northern Railway Company,
New York Central Railroad Company,
Owasco River Railway Company,
Chicago River & Indiana Railroad Company,
Indiana Harbor Belt Railroad Company,
Pittsburgh & Lake Erie Railroad Company,
Lake Erie & Eastern Railroad Company,
New York, Chicago & St. Louis Railroad Company,

Howard S. Palmer, James Lee Loomis, and Henry B. Sawyer, Trustees, New York, New Haven, and Hartford Railroad Company,
New York, Ontario & Western Railway Company,
Norfolk & Western Railroad Company,
Morris S. Hawkins and Louis H. Windholz, Receivers, Norfolk Southern Railroad Company,
Northern Pacific Railway Company,
Minnesota & International Railway Company,
Northwestern Pacific Railroad Company,
Pennsylvania Railroad Company,
Pennsylvania & Atlantic Railroad Company,
Rosslyn Connecting Railroad Company,
Waynesburg & Washington Railroad Company,
Baltimore & Eastern Railroad Company,
Long Island Railroad Company,
Pennsylvania-Reading Seashore Lines,
Peoria & Pekin Union Railway Company,
Pere Marquette Railway Company,
Manistee & Northeastern Railway Company,
Pittsburgh & Shawmut Railroad Company,
Pittsburgh, Lisbon & Western Railroad Company,
John D. Dickson, Receiver, Pittsburgh, Shawmut & Northern Railroad Company,
Prescott & Northwestern Railroad Company,
Railway Express Agency, Inc.,
Raritan River Railroad Company,
Reading Company,
Richmond, Fredericksburg & Potomac Railroad Company,
Cass M. Herrington, Receiver, Rio Grande Southern Railroad Company,

Luis G. Morphy, Receiver, Rutland Railroad Company,
St. Louis & Hannibal Railroad Company,
James M. Kurn and John G. Lonsdale, Trustees, St. Louis-San Francisco Railway Company,
Birmingham Belt Railroad Company,
St. Louis, San Francisco & Texas Railway Company,
Berryman Henwood, Trustee, St. Louis Southwestern Railway Company,
Dallas Terminal Railway & Union Depot Company,
San Diego & Arizona Eastern Railway Company,
Legh R. Powell, Jr., and Henry W. Anderson, Receivers, Seaboard Air Line Railway Company,
Skaneateles Railroad Company,
Southern Pacific Company,
Texas & New Orleans Railroad Company,
Southern Railway Company,
Alabama Great Southern Railroad Company,
Asheville & Craggy Mountain Railway Company,
Blue Ridge Railway Company,
Carolina & Northwestern Railway Company,
Carolina & Tennessee Southern Railway Company ,
Cincinnati, Burnside & Cumberland River Railway Company,
Cincinnati, New Orleans & Texas Pacific Railway Company,
Danville & Western Railway Company,

Georgia Southern & Florida Railway Company,
Harriman & Northeastern Railroad Company,
High Point, Randleman, Asheboro & Southern Railroad Company,
New Orleans & Northeastern Railroad Company,
New Orleans Terminal Company,
Northern Alabama Railway Company,
St. Johns River Terminal Company,
State University Railroad Company,
Woodstock & Blockton Railway Company,
Yadkin Railroad Company,
Edgar S. McPherson, Trustee, Spokane International Railway Company,
Spokane, Portland & Seattle Railway Company,
Gales Creek & Wilson River Railroad Company,
Tennessee, Alabama & Georgia Railway Company,
Tennessee Central Railway Company,
Terminal Railroad Association of St. Louis,
St. Louis Southwestern Railway Company of Texas,
Savannah & Atlanta Railway Company,
Texas & Pacific Railway Company,
Texas Mexican Railway Company,
Tremont & Gulf Railway Company,
Union Pacific Railroad Company,
Union Railway Company,
Union Railroad Company,
Virginian Railway Company,
Norman B. Pitcairn and Frank C. Nicodemus, Jr., Receivers, Wabash Railway Company,
Western Maryland Railway Company,

Thomas M. Schumacher and Sidney N. Ehrman, Trustees, Western Pacific Railroad Company,
Western Railway Company of Alabama,
Atlanta & West Point Railroad Company,
Wichita Falls & Southern Railroad Company,
Wichita Valley Railway Company,
Winston-Salem Southbound Railway Company,

DEFENDANTS

FINAL DECREE

The United States of America filed its complaint herein on October 25, 1939. This Court has held that the rescission by the Board of Directors of defendant Association, as alleged in defendants' Motion for summary judgment and admitted by plaintiff, of the two resolutions of September 20, 1935, and the one of June 25, 1937, as set forth respectively in paragraphs 22, 23, and 24 of the complaint, did not and has not rendered this cause moot. Defendants have appeared and filed their joint Answer. The complaint has been amended as to the parties defendant by stipulation filed herein as of this day. Each of the defendants has consented to the entrance of this decree without the taking of any testimony and without findings of fact;

And it appearing to the Court that this judgment will provide suitable relief concerning the matters alleged in the complaint herein; and it further appearing that by reason of the aforesaid consent of the parties, it is unnecessary to proceed with the trial of the cause

or to take testimony therein or to make any adjudication of the facts;

NOW THEREFORE, upon motion of complainant and upon the consent of all parties hereto and without taking any testimony or evidence, it is hereby

ORDERED, ADJUDGED, AND DECREED:

I. That this Court has jurisdiction of the subject matter as set forth in the complaint, and all parties hereto, with full power and authority to enter this decree.

II. That the complaint states a cause of action against the defendants under 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 Antitrust Act.

III. That the defendants, and each of them, and each and all of their respective agents, representatives, employees, officers, directors and members, and all persons acting or claiming to act on behalf of the defendants, or any of them, are hereby perpetually enjoined and restrained from according any force or effect to the aforesaid resolutions of the Board of Directors of defendant Association, or to any agreement, concert, or understanding, existing by virtue of, growing out of, or in any way attributable to, said resolutions, and from soliciting, encouraging, or coercing by any manner or means any of the defendants, or the officers, directors, agents, servants, or employees thereof, to abide by such resolutions, agreements, concerts or understandings, or to accord them any force or effect.

IV. That the defendants, and other parties described in paragraph III above, be perpetually enjoined and restrained from entering into any agreement, concert or understanding with the defendant Association, its officers, directors or its membership, the effect of which is to restrain, or tend to restrain, the freedom and independence of each of the defendant railroads in accordance with its own individual managerial discretion in the matter of the establishment of through routes, joint rates, joint billing arrangements, the advancing of charges, and other mutual practices, in connection with interchange of persons and property between such defendant railroads and motor carriers.

V. For the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on the written request of the Attorney General, or an Assistant Attorney General, and on reasonable notice, be permitted (1) access, during the office hours of said defendants, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendants, relating to any of the matters enjoined by this decree, (2) subject to the reasonable convenience of said defendants, and without restraint or interference from them, to interview officers or employees of said defendants, in the presence of counsel, regarding any such matters; and said defendants, on such request, shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this decree; provided, however,

that information obtained by the means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings in which the United States is a party or as otherwise required by law.

VI. Jurisdiction of this cause is hereby retained for the purpose of enabling any of the parties to this decree to apply to the Court at any time (upon due and reasonable notice to the adverse party or parties) for such further orders and directions as may be necessary or appropriate for the construction of or the carrying out of this decree, for the modification thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated July 18, 1941.

BOLITHA J. LAWS,
United States District Judge.

We hereby consent to the entry of the foregoing decree:

For the United States of America:

THURMAN ARNOLD,
Assistant Attorney General.

FRANK COLEMAN,
Special Assistant to the Attorney General.

For the defendants:

R. V. FLETCHER.
J. CARTER FORT.
J. M. SOUBY.
GREGORY S. PRINCE.

U. S. GOVERNMENT PRINTING OFFICE: 1941

U.S. v. THE STANDARD REGISTER COMPANY

Civil No.: 36040

Year Judgment Entered: 1949

RETURN TO ADMINISTRATIVE SECTION
ROOM 3217
ANTITRUST DIV.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	:	Filed 12-13-49
Plaintiff,	:	Civil Action
v.	:	No. 36040
THE STANDARD REGISTER COMPANY,	:	
Defendant.	:	

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on July 30, 1946, and having filed an amendment to the complaint on February 24, 1948; the defendant, The Standard Register Company, a corporation, having appeared and filed its original answer to said complaint, and its supplemental answer to the amended complaint, denying the substantive allegations thereof; and the plaintiff and said defendant by their respective attorneys having consented to the entry of this final judgment herein without trial or adjudication of any issue of fact or law herein, other than the determinations made in the opinion and in the order of this Court dated June 26, 1947, on plaintiff's motion for summary judgment;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, other than as hereinabove stated, and without any admission by any party in respect to any such issue and upon the consent of the parties hereto, it is hereby ORDERED, ADJUDGED, AND DECREED, as follows:

I.

This Court has jurisdiction of the subject matter of this action and of the parties to this judgment; the complaint and amended complaint state a cause of action against the defendant, The Standard Register Company, under Sections 1, 2, and 3 of the Act of Congress of July 2, 1890, as amended, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," said Act being commonly known as the "Sherman Act" and under Section 3 of the Act of Congress of October 15, 1914, as amended, entitled "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," said Act being commonly known as the "Clayton Act."

II.

When used in this final judgment, the following terms have the meanings assigned respectively to them below:

(a) "Standard Register" means the defendant, The Standard Register Company, a corporation organized and existing under the laws of the State of Ohio, having its principal office at Dayton, Ohio, and having an office and transacting business in the District of Columbia.

(b) "Marginally punched continuous forms" means such continuous forms, unilaterally or bilaterally punched, which are or may be used over defendant Standard Register's platens or auxiliary equipment, whether such forms are manufactured or supplied by defendant Standard Register or by others.

(c) "Platens" means devices of the type similar

purpose of positively feeding, aligning, and registering marginally punched continuous forms, and installed in and for use in producing machine written records in typewriters, billing machines, tabulating machines, some types of addressing machines, and other accounting and business machines.

(d) "Auxiliary equipment" means addressograph attachments and other mechanisms, other than platens, (some of which auxiliary equipment contains built-in platens), utilizing marginally punched continuous forms for machine written records usually in a secondary operation.

(e) "Patents" means all presently issued United States Letters Patent, and renewals, reissues, divisions, and extensions thereof, owned or controlled by defendant Standard Register, or under which it has power to issue licenses or sublicenses, relating to platens and auxiliary equipment, consisting of the United States Letters Patent shown on the attached schedule made a part of this judgment and marked Exhibit A; and all United States Letters Patent subsequently issued upon all Applications for United States Letters Patent now pending, owned or controlled by defendant Standard Register, relating to platens and auxiliary equipment, together with any renewals, reissues, divisions, and extensions thereof, the serial numbers of which pending applications are shown on the attached schedule made a part of this judgment and marked Exhibit B.

III.

The provisions of this judgment applicable to defendant Standard Register shall apply to each of its subsidiaries, successors, and assigns, and to each of its officers, directors, agents, nominees, employees, or any other person acting or claiming to act under, through, or for such defendant Standard Register.

IV.

Defendant Standard Register is hereby enjoined and restrained from:

A. Leasing, selling, or making or adhering to any contract for the lease or sale of, either platens or auxiliary equipment, whether patented or unpatented, or fixing a price charged therefor or discount from or rebate upon such price, on or accompanied by any condition, agreement, or understanding, that the lessee or purchaser thereof shall not purchase for use in connection with said platens or auxiliary equipment marginally punched continuous forms manufactured or supplied by anyone other than the defendant Standard Register.

B. Leasing, selling, or making or adhering to any contract, agreement, or understanding for the lease or sale of, either platens or auxiliary equipment, whether patented or unpatented, or fixing a price charged therefor or discount from or rebate upon such price, on condition that the lessee or purchaser shall purchase from the defendant Standard Register any volume, quota, percentage, or value of marginally punched continuous forms.

C. Refusing to sell or lease, or except as to the warranty described in the first sentence of subparagraph H of this paragraph, discriminating in the sale or lease of, platens or auxiliary equipment or parts or to make repairs thereof because the purchaser or lessee thereof procures or uses marginally punched continuous forms supplied by others than the defendant Standard Register or any other source designated by the defendant Standard Register.

D. Refusing to sell, except as to the warranty described in the first sentence of subparagraph H of this paragraph, discriminating in the sale of, marginally punched continuous forms because the purchaser thereof procures or uses platens or auxiliary equipment supplied by others than the defendant Standard Register or any other source designated by the defendant Standard Register.

E. Removing platens or auxiliary equipment from the premises of any lessee or purchaser thereof, because such lessee or purchaser purchases, uses, or deals in marginally punched continuous forms manufactured or supplied by any person other than the defendant Standard Register or any other source designated by defendant Standard Register.

F. Conditioning any license or immunity, express or implied, to practice any invention related to platens or auxiliary equipment by the tying of any license or immunity for such invention to the procurement or use of marginally punched continuous forms from defendant Standard Register or any other source designated by defendant Standard Register.

G. Except as to the warranty described in the first sentence of subparagraph H of this paragraph, conditioning (a) any other warranties, directly applicable to its marginally punched continuous forms, upon the use of defendant Standard Register's platens or auxiliary equipment, or conditioning (b) any other warranties, directly applicable to its platens or auxiliary equipment, upon the use of defendant Standard Register's marginally punched continuous forms.

H. Offering, making or issuing to its customers any

instruments formally and expressly warranting the use of defendant Standard Register's marginally punched continuous forms in combination with its platens or auxiliary equipment, or in combination with platens or auxiliary equipment made under and in accordance with defendant Standard Register's supervision, unless there is included in such instrument a statement to the effect that such warranty does not imply that forms purchased from sources other than defendant Standard Register either will or will not perform satisfactorily. The word "instrument" as used in this subparagraph is not applicable to and does not include advertisements, sales literature and presentations, and sales promotional material.

Defendant Standard Register is furthermore required to instruct its salesmen and other agents, and to otherwise use its best efforts, to make their activities and conduct consistent with the provisions of this subparagraph H.

I. Entering into, adopting, adhering to, or furthering any agreement or course of conduct for the purpose of, or which in effect constitutes, the making or adhering to, a contract or arrangement containing a condition contrary to the provisions of subparagraphs A, B, F and G of this paragraph; or from adopting or adhering to any course of conduct which in effect is contrary to subparagraphs C, D and E of this paragraph.

J. Instituting or threatening to institute or maintaining any suit, counter-claim, or proceeding, judicial or administrative, for infringement, or to collect charges, damages, compensation, or royalties, alleged to have occurred or accrued prior to the date of this judgment under any existing platen patents or existing auxiliary equipment patents, as defined in paragraph II, subsection (c), of this judgment.

V.

Defendant Standard Register is hereby ordered and directed to offer to sell platens and auxiliary equipment of the types from time to time being manufactured by it, to any person other than to its competitors and other than to persons purchasing on behalf of or for sale to defendant Standard Register's competitors, providing the person to whom such offer is made has a proper credit rating or, in the absence of such rating, is willing to pay cash. Defendant Standard Register shall offer to sell such platens or auxiliary equipment at non-discriminatory prices, and at prices and under terms having a commercially reasonable relationship to prices and terms at which its similar devices are then being leased. Sales of platens and auxiliary equipment shall be free from any reservation of rights or privileges on the part of defendant Standard Register, including any right to repurchase,

other than a right which may be reserved to defendant Standard Register to repurchase auxiliary equipment, on terms and conditions not in conflict with any of the provisions of this judgment.

VI.

A. Defendant Standard Register is hereby ordered and directed to grant to each applicant therefor a non-exclusive license to make, use, and vend, or any one or more of these rights, under any, some, or all platen and auxiliary equipment patents as herein defined.

B. Defendant Standard Register is hereby enjoined and restrained from making any sale or other disposition of any of said patents which deprives it of the power or authority to grant such licenses, unless it sells, transfers, or assigns such patents and requires, as a condition of such sale, transfer, or assignment, that the purchaser, transferee, or assignee shall observe the requirements of paragraphs IV, V, and VI of this judgment, and the purchaser, transferee, or assignee shall file with this Court, prior to consummation of said transaction, an undertaking to be bound by the provisions of said Paragraphs IV, V, and VI of this judgment.

C. Defendant Standard Register is hereby enjoined and restrained from including any restriction whatsoever in any license or sublicense granted by it pursuant to the provisions of this paragraph, except that:

(1) The license may be non-transferable;

(2) A reasonable royalty may be charged, but such royalty shall not be discriminatory between licensees procuring the same rights under the same patents;

(3) Reasonable provision may be made for periodic inspection of the books and records of the licensee to make, use, and vend, by an independent auditor or any person acceptable to the licensee, who shall report to the licensor only the amount of the royalty due and payable;

(4) Reasonable provision may be made for cancellation of the license to make, use, and vend, upon failure of the licensee to pay the royalties or to permit the inspection of his books and records as hereinabove provided; and

(5) The license must provide that the licensee may cancel the license at any time after one year from the initial date thereof by giving thirty days' notice in writing to the licensor.

D. Upon receipt of written request for a license under the provisions of this paragraph, defendant Standard Register shall advise the applicant in writing of the royalty which it deems reasonable for the patent or patents to which the request pertains. If the parties are unable to agree upon a reasonable royalty within sixty days from the date such request for the license was received by defendant Standard Register, the applicant therefor or defendant Standard Register may apply to this Court for the determination of a reasonable royalty, and defendant Standard Register shall,

upon receipt of notice of the filing of such application, or upon the making of an application by defendant Standard Register, promptly give notice thereof to the Attorney General. In any such proceeding, the burden of proof shall be on defendant Standard Register to establish the reasonableness of the royalty requested by it, and the reasonable royalty rates determined by the Court shall apply to the applicant and all other licensees having the same rights under the same patent or patents. Pending the completion of negotiations or any such proceedings, the applicant shall have the right to make, use and vend, or any one or more of these rights under the patents to which his application pertains without payment of royalty or other compensation; provided, however, that upon the final determination of the reasonable royalty, defendant Standard Register shall issue a license providing for the periodic payment of royalties and providing for the rights to which the licensee shall be entitled under this judgment. Such final determination shall be retroactive for the licensee-applicant to the date upon which licensee-applicant shall have acquired the right to make, use, and vend, or any one or more of these rights, under the patent to which the application pertains. The final determination as aforesaid shall be retroactive, for all other licensees having the same rights under the same patents, to the date the licensee-applicant files his application with the Court. If the applicant for a license fails to accept such license, the applicant for a license shall pay the court costs in such proceeding.

E. Nothing herein shall prevent any applicant from attacking, in the aforesaid proceedings or in any other controversy, the validity or scope of any of the patents, nor shall this judgment be construed as importing any validity or value to any of said patents.

VII.

Defendant Standard Register is hereby ordered and directed, within ninety (90) days after the entry of this judgment, to notify all present lessees of its platens and all present owners of its auxiliary equipment of the changes in their agreements with defendant Standard Register in compliance with this final judgment and informing them of their rights under this final judgment. Such notice shall be deemed completed when mailed by defendant Standard Register by registered mail, addressed to the respective last known post office addresses of defendant Standard Register's present lessees of its platens and owners of its auxiliary equipment.

VIII.

Defednant Standard Register is hereby ordered and directed to file with this Court and with the Attorney General of the United States, or with the Assistant Attorney General in charge of the Anti-Trust Division, a report within 120 days after the date of the entry of this judgment, of all action taken by it to comply with or conform to the terms of this judgment.

IX.

For the purpose of securing compliance with this judgment and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written

request of the Attorney General or an Assistant Attorney General, and on reasonable notice to defendant Standard Register, made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access, during the office hours of said defendant Standard Register, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendant Standard Register relating to any matters contained in this judgment: and

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

For the purpose of securing compliance with this judgment, defendant Standard Register, upon the written request of The Attorney General or an Assistant Attorney General, and upon reasonable notice to its principal office, shall submit such written reports with respect to any of the matters contained in this judgment as from time to time may be necessary for the purpose of enforcement of this judgment. No information obtained by the means provided in this paragraph shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of such Department, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this judgment, or as otherwise required by law.

X.

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

/s/ Bolitha Laws
United States District Judge

Dated: December 13, 1949

We hereby consent to the entry of the foregoing final judgment:

/s/HERBERT A. BERGSON
HERBERT A. BERGSON
Assistant Attorney General

/s/Sigmund Timberg
SIGMUND TIMBERG
Special Assistant to the
Attorney General

/s/ Victor H. Kramer
VICTOR H. KRAMER
Trial Attorney

/s/ Herbert N. Maletz
HERBERT N. MALETZ
Attorney

Attorneys for plaintiff

STEPTOE & JOHNSON

By/s/ Donald O. Lincoln
DONALD O. LINCOLN

Attorneys for Defendant
The Standard Register Company

EXHIBIT A

PATENT NO.	DATE OF ISSUANCE	INVENTOR
1,894,065	1/10/33	John Q. Sherman et al.
1,896,032	1/31/33	John Q. Sherman et al.
1,974,368	9/18/34	John Q. Sherman
2,000,649 re.20,888	5/7/35	John Q. Sherman
2,000,650	5/7/35	John Q. Sherman et al.
2,000,651	5/7/35	John Q. Sherman et al.
2,004,395	6/11/35	John Q. Sherman et al.
2,012,282	8/27/35	Albert W. Metzner
2,012,289	8/27/35	John Q. Sherman et al.
2,033,868	3/10/36	John Q. Sherman et al.
2,047,233	7/14/36	John Q. Sherman
2,067,210	1/12/37	John Q. Sherman
2,067,211 re.21,842	1/12/37	John Q. Sherman et al.
2,095,292	10/12/37	John Q. Sherman
2,095,293	10/12/37	John Q. Sherman
2,098,978	11/16/37	John Q. Sherman
2,102,651	12/21/37	John Q. Sherman et al.
2,112,833	4/5/38	Henry G. Dyvbig
2,113,579	4/12/38	Henry G. Dyvbig
2,128,924	9/6/38	Henry G. Dyvbig
2,149,316	3/7/39	John Q. Sherman
2,160,916	6/6/39	John Q. Sherman et al.
2,172,414	9/12/39	John Q. Sherman
2,173,864	9/26/39	John Q. Sherman et al.
2,177,675	10/31/39	John Q. Sherman
2,200,308	5/14/40	John Q. Sherman et al.
2,237,320	4/8/41	Spayd et al.
2,252,720	8/19/41	Albert W. Metzner

PATENT NO.	DATE OF ISSUANCE	INVENTOR
2,252,733	8/19/41	John Q. Sherman et al.
2,252,734	8/19/41	John Q. Sherman
2,252,735	8/19/41	John Q. Sherman
2,252,736	8/19/41	John Q. Sherman et al.
2,275,475	3/10/42	John Q. Sherman
2,277,156	3/24/42	John Q. Sherman et al.
2,277,693	3/31/42	Henry G. Dyvbig
2,280,095	4/21/42	Albert W. Metzner
2,291,658	8/4/42	John Q. Sherman
2,293,769	8/25/42	John Q. Sherman
2,307,809	1/12/43	John Q. Sherman
2,309,656	2/2/43	Albert W. Metzner
2,311,702	2/23/43	John Q. Sherman
2,318,020	5/4/43	John Q. Sherman et al.
2,327,377	8/24/43	Albert W. Metzner et al.
2,328,582	9/7/43	Raymond G. Ratchford et al.
2,345,008	3/28/44	John A. Schmidt
2,346,163	4/11/44	Hiles
2,353,194	7/11/44	John Q. Sherman et al.
2,355,668	8/15/44	Morse
2,355,690	8/15/44	Abram T. Zent
2,361,421	10/31/44	John Q. Sherman
2,368,674	2/6/45	Albert W. Metzner
2,368,683	2/6/45	John Q. Sherman
2,377,896	6/12/45	Albert W. Metzner
2,380,949	8/7/45	John T. Davidson
2,384,807	9/18/35	Bruce T. Bickel
2,392,838	1/15/46	John T. Davidson
2,440,302	4/27/48	John Q. Sherman
2,452,591	11/2/48	Albert Metzner
2,476,326	7/19/49	John Q. Sherman

EXHIBIT B

SERIAL NO.	FILING DATE	INVENTOR
62,798	12/1/48	John T. Davidson et al.
83,196	3/24/49	John T. Davidson et al.
685,457	7/22/46	Stimpson et al.
749,640	5/22/47	John T. Davidson et al.
122,459	10/20/49	John T. Davidson
128,774	11/22/49	John T. Davidson

U.S. v. NATIONAL ASSOCIATION OF REAL ESTATE BOARDS, ET AL.

Civil No.: 3472-47

Year Judgment Entered: 1950

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	Civil No. 3472-47
NATIONAL ASSOCIATION OF REAL ESTATE BOARDS, ET AL., Defendants.	)	Filed: October 4, 1950

FINAL JUDGMENT

This cause having come on for hearing before this Court upon the complaint filed August 27, 1947, the several answers thereto, the record of the trial herein, and the opinion, findings of fact and conclusions of law of this Court, and final judgment having thereupon been entered by this Court on July 29, 1949, and

Appeal having been taken by the plaintiff to the Supreme Court of the United States and said Court having entered its opinion on May 8, 1950, and issued its mandate on June 13, 1950, reversing the judgment of this Court except as to the defendants National Association of Real Estate Boards and Herbert U. Nelson, and remanding this cause for proceedings in conformity with its opinion,

NOW, THEREFORE, upon the mandate of the Supreme Court, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The judgment entered herein on July 29, 1949, is vacated except as to the defendants National Association of Real Estate Boards and Herbert U. Nelson.

2. This Court has jurisdiction of the subject matter herein and of all the parties hereto under Section 3 of the Act of Congress

July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," as amended, commonly known as the Sherman Act.

3. By adopting, agreeing to observe and observing schedules of commissions and fees for services in the sale, exchange, lease and management of real property in the District of Columbia, the Washington Real Estate Board and each of its members have contracted, combined and conspired in restraint of trade and commerce of the District of Columbia in violation of Section 3 of the Sherman Act.

4. (A) (1) The schedule of commissions adopted by the Washington Real Estate Board is declared and adjudged illegal and is hereby cancelled.

(2) Paragraph 1 of Section 3 of the Code of Ethics of the Washington Real Estate Board is declared and adjudged illegal and is hereby cancelled.

(3) So much of paragraphs 3 and 6 of Section 3 of said Code of Ethics as refers to a schedule of commissions or Board rates of commission is declared and adjudged illegal and is hereby cancelled.

(4) So much of Subdivision Fourth, Article 2, of the Constitution and By-Laws of the Washington Real Estate Board as refers to "definite and uniform standards of contracts and charges" is declared and adjudged illegal and is hereby cancelled.

(B) The Washington Real Estate Board, and each of its members, are perpetually enjoined and restrained from publishing, adopting, agreeing to adhere, or adhering to the schedule of commissions or to any of the above provisions of the Code of Ethics or the Constitution and By-Laws of the said Board, as above set forth, and from publishing, adopting, agreeing to adhere, or adhering to any new or amended schedule of commissions or provisions of the Code of Ethics or Constitution and By-Laws having a like purpose or effect.

5. Each of the members of the Washington Real Estate Board is perpetually enjoined and restrained from entering into, carrying out, acting under or enforcing any contract, agreement or understanding with one or more other real estate agents or brokers to fix, maintain or stabilize any rate of commission or other charge for acting as agent or broker in the sale, exchange, lease or management of real property in the District of Columbia. But this shall not be construed to prohibit any such contract, agreement, or understanding when a party to such contract, agreement or understanding is acting as a principal rather than as agent or broker in a real estate transaction, or is acting jointly with the other party or parties as a broker or agent in selling, exchanging, leasing or managing real property.

6. The Washington Real Estate Board is perpetually enjoined and restrained from entering into any contract, agreement, or understanding or making any recommendation or suggestion or giving any advice by means of standard forms of contracts of sale, lease, or management, or by any other means whatsoever, regarding rates of commissions for services of brokers or agents in selling, exchanging, leasing, or managing real property in the District of Columbia. But this provision shall not be construed to prevent the Washington Real Estate Board or any officer, agent, employee or member thereof from arbitrating by means of a committee or otherwise, bona fide disputes between real estate brokers or agents as to divisions of commissions with respect to particular transactions.

7. For the purpose of securing compliance with this judgment, duly authorized representatives of the Department of Justice shall, on written request by the Attorney General, or an assistant attorney general, be permitted, subject to any legally recognized privilege, (1) upon reasonable notice to defendant Washington Real Estate Board, reasonable access, during the office hours of said defendant, to all books, ledgers, accounts, correspondence, memoranda and other records

and documents in the possession or under the control of said defendant relating to any matters contained in this judgment, and (2) subject to the reasonable convenience of said defendant and without restraint or interference from them, to interview officers or employees of said defendant, who may have counsel present, regarding any such matters; provided, however, that information obtained by the means permitted in this paragraph shall not be divulged by any representatives of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this judgment in which the United States is a party or as is otherwise required by law.

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

9. This judgment shall be binding not only upon the Washington Real Estate Board and its members, but also upon the successors and assigns of and any person acting or claiming to act under, through or for said Board or members.

10. The plaintiff shall recover from the Washington Real Estate Board taxable costs of this suit, in the amount of $100.60.

/s/ Alexander Holtzoff
United States District Judge

Dated: October 4, 1950

U.S. v. UNITED STATES GYPSUM COMPANY, ET AL.

Civil No.: 8017

Year Judgment Entered: 1951