

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

SEATTLE PRODUCE ASSOCIATION, C. W. Chamberlain & Company, Smith & Bluxom, Crenshaw & Bluxom, Walter Bowen & Company, Pioneer Fruit Company, Pacific Fruit & Produce Company, Ryan Fruit Company, Grossman Bros. & Rea, Seattle Commission Co., E. C. Clyde & Co., Lyman Fleming Company, J. W. Selover & Son, R. P. Russell, Inc., Jones & Grossman Co., corporations; John E. Radford and Almon Allen, co-partners doing business under the firm name and style of Radford & Company; A. C. Kramer, J. H. Winship, and Jack A. Weston, co-partners doing business under the firm name and style of Washington Commission Company; A. Hagen and A. E. Hagen, co-partners doing business under the firm name and style of A. Hagen & Son; Y. Bando and Z. Wakano, co-partners doing business under the firm name and style of Farmers Produce Company; Daniel H. Smith and Merritt Bluxom, doing business under the firm name and style of Independent Brokerage Company; Joseph A. Campbell and J. W. Watson, doing business under the firm name and style of Arris, Campbell & Gault, co-partnerships; C. F. Bishop, Jr., doing business under the name and style of Bishop & Company; H. Noni, doing business under the firm name and style of Western Produce Company; William Meister, doing business under the firm name and style of California Commission Company; R. Asano, doing business under the firm name and style of West Coast Produce Company; J. W. Morris, doing business under the firm name and style of J. W. Morris & Company; Edward H. Cruse and E. S. Gill, individuals, Defendants.

FINAL DECREE.

This cause came on to be heard at this term, and upon consideration thereof and upon motion of the petitioner, by Thomas P. Revelle, United States Attorney for the Western District of Washington, its attorney, and Cor-

UNITED STATES OF AMERICA v. SEATTLE  
PRODUCE ASSOCIATION ET AL.,  
DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES IN  
AND FOR THE WESTERN DISTRICT OF WASHINGTON,  
NORTHERN DIVISION.

In Equity No. 410.

nelius E. Hughes, Special Assistant to the United States Attorney, and Henry A. Guiler, Harry H. Atkinson and Ellis DeBruler, Special Assistants to the Attorney General, of counsel for relief in accordance with the prayer of the petition and all the defendants having appeared therein by their attorneys, Guie & Halverstadt and Chriss A. Bell and having consented thereto in open Court.

Now, therefore, IT IS ORDERED, ADJUDGED AND DECREED, as follows, viz:

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

2. That the defendants, and each of them, and their members, officers, agents, servants, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act be and hereby are enjoined from directly and indirectly, individually and collectively, engaging in, carrying out, and continuing, and attempting to engage in, carry out, and continue the conspiracy described in the complaint or any other conspiracy like or similar thereto, the effect of which would be to, or might have a tendency to, restrain the trade and commerce in said produce and other like articles described in the complaint and from doing any act or using any of the means described in the complaint or any act or means like or similar thereto in furtherance of said conspiracy, or to effect the objects thereof.

3. That the defendant Seattle Produce Association be and hereby is declared to be illegal and in violation of law, and its officers, members and agents be and hereby are ordered and directed to forthwith dissolve and forever discontinue said association and that the defendants, their members, and others be and hereby are enjoined

from forming any association, exchange, corporation, company, or concern like or similar thereto.

4. That the said defendants, and each of them, and their members, officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be, and hereby are individually and collectively, perpetually enjoined, restrained, and prohibited, directly and indirectly, from:

(a) Agreeing to, fixing, establishing, and maintaining among themselves; (1) the prices to be paid and charged for said produce and other like articles; (2) uniform prices to be paid and charged for said produce and other like articles; (3) terms, discounts, conditions, and policies which should obtain with respect to the purchase, sale, disposal, and delivery of said produce and other like articles; and (4) uniform terms, discounts, conditions, and policies which should obtain with respect to the purchase, sale, disposal, and delivery of said produce and other like articles.

(b) Agreeing to enhance, and enhancing, among themselves, the prices to be charged for said produce and other like articles.

(c) Agreeing to exclude, and to use any means to exclude, competitors from engaging in the business of buying and selling said produce and other like articles.

(d) Agreeing to refuse, and refusing among themselves, to sell to anyone not a member of said association who failed or refused to maintain any prices fixed by said association.

(e) Agreeing among themselves to prevent, and preventing, anyone not a member of said Seattle Produce Association from participating with them in pooled carload shipments.

(f) Agreeing to refuse, and refusing, to include in pooled carload shipments the orders of any person or concern not a member of said Seattle Produce Association.

(g) Inducing and coercing by solicitation, persuasion, exhortation and by preparation of, sending, mail-

ing, distributing, and disseminating printed resolutions, circulars, pamphlets, letters, telegrams, newspaper articles, and other printed and written matter to each other and others to fix, agree to, establish, and maintain uniform prices, terms, discounts, and policies for the purchase, sale, shipment, and transportation of said vegetables, fruits, produce, and other like articles, and to hinder and prevent competition between themselves and others in such purchase, sale, shipment, and transportation of said produce and other like articles.

(h) Agreeing to fix and fixing among themselves certain prices, terms, conditions and territorial limits for the delivery of said produce and other like articles in the said city of Seattle and elsewhere.

(i) Agreeing to establish, maintain and circulate among themselves, and establishing, maintaining and circulating among themselves, "delinquent lists" so-called, commonly known as blacklists, containing the names of persons, firms and corporations to whom they would not sell said produce except for cash.

(j) Agreeing not to pay freight and cartage charges on produce shipped by the defendants from the said city of Seattle to any point outside of said State of Washington.

(k) Agreeing to fine and fining any defendant for failure or refusal to abide by any by-laws, rules, resolutions, and regulations like or similar to those described in the complaint.

(l) Agreeing to refuse to purchase, and refusing to purchase, produce direct from the growers and producers thereof and from their respective agents.

(m) Agreeing to purchase and purchasing produce through any purchasing committee like or similar to that described in the complaint.

(n) Agreeing to enhance and enhancing prices of said produce by limiting and curtailing the purchase and distribution thereof and arbitrarily creating a shortage thereof.

(o) In any manner carrying out or continuing in force said agreement dated November 22nd, 1923, marked "Exhibit 1", in the complaint and entering into any like or similar agreement or agreements.

(p) Agreeing to adhere to and adhering to rules of credit set forth in the complaint as "Exhibit 2". Provided, however, that the defendants may maintain a credit bureau for the sole purpose of furnishing upon specific requests accurate information as to the financial standing and the credit rating of persons and corporations purchasing or attempting to purchase produce, vegetables, fruit and other like articles, but not to create directly or indirectly a list or class of so-called legitimate or preferred dealers or purchasers.

DATED: At Seattle, Washington.  
March 21, 1925.

JEREMIAH NETERER,  
*United States District Judge.*