

**Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Seattle Fish Exchange, Inc.; Nessim Alhadeff; Whiz Fish Products; Booth Fisheries Corporation; Chase Fish Corporation; Dressel-Collins Fish Company; McCallum-Legaz Fish Company, Inc.; New England Fish Company; Edwin Ripley & Son, Inc.; San Juan Fishing & Packing Company; Sebastian-Stuart Fish Company; Washington Fish & Oyster Company; Alexander J. McCallum; William Jensen; William Maddock; Charles Alhadeff; George J. Haecker; Harrauld Synnestvedt; C. J. Sebastian; Lawrence C. Calvert; Harry J. Tillman; Roy Jensen., U.S. District Court, W.D. Washington, 1940-1943 Trade Cases ¶56,252, (Nov. 10, 1942)**

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United States of America v. Seattle Fish Exchange, Inc.; Nessim Alhadeff; Whiz Fish Products; Booth Fisheries Corporation; Chase Fish Corporation; Dressel-Collins Fish Company; McCallum-Legaz Fish Company, Inc.; New England Fish Company; Edwin Ripley & Son, Inc.; San Juan Fishing & Packing Company; Sebastian-Stuart Fish Company; Washington Fish & Oyster Company; Alexander J. McCallum; William Jensen; William Maddock; Charles Alhadeff; George J. Haecker; Harrauld Synnestvedt; C. J. Sebastian; Lawrence C. Calvert; Harry J. Tillman; Roy Jensen.

1940-1943 Trade Cases ¶56,252. U.S. District Court, W.D. Washington, Northern Division. Civil Action No. 612. November 10, 1942.

**A fish exchange and its members are enjoined by their consent from entering into any agreement to fix prices or terms in connection with the sale of fish, including charges for boxes, transportation or service; to refrain from bidding for any fish; to purchase only through the defendant exchange; to discriminate against any person or group in the purchase or sale of fish; to classify buyers eligible for credit (except that nothing shall restrict the dissemination of credit information); to formulate any rule to prevent any dealer from purchasing or selling to any person or group; or to allocate purchases or orders for fish. The fish exchange and its members are also enjoined by their consent from participating in meetings for the purpose of furthering any prohibited activities; from participating in any plan to allocate purchases or orders for fish; from discriminating against any person or class on the basis of whether purchases or sales have been made through the exchange; from entering into any agreement prior to bidding for any lot of fish to divide with any competitor; from disclosing to any competitor the prospective bid of any dealer for any lot of fish; from maintaining any agency or brokerage relationship which involves any understanding whereby uniform or differential prices are maintained for the products of different members; from refusing to permit any person to trade at the exchange without discrimination or charge (except that a non-discriminatory fee to pay the costs of the transaction may be charged); and from making bids through or by a common agent. The exchange is ordered to keep posted a full statement of its membership, ownership, trading rules, and fee or commission charges.**

For complainant: Francis Biddle, Attorney General; Thurman Arnold, Assistant Attorney General; J. Charles Dennis, United States Attorney; Charles S. Burdell, Special Assistant to the Attorney General; Robert McFadden, Frank Loughran, Alexander L. Cain, Gareth M. Neville; Special Attorneys.

Decree entered by Loyd L. Black, United States District Judge.

The complainant, United States of America, having filed its complaint herein on November 10, 1942, and all parties having severally consented to the entry of this final decree herein without trial or adjudication of any issue of fact or law herein and without admission by any party in respect of such issue,

Now, therefore, before any testimony has been taken herein and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties hereto, it is hereby

Ordered, adjudged and decreed as follows:

## I

### [ *Jurisdiction and Cause of Action* ]

That the Court has jurisdiction of the subject matter hereof and of the parties hereto and that the complaint states a cause of action against the defendants for violation of [Section 1 of the Sherman Act](#) and acts amendatory thereof and supplemental thereto.

## II

### [ *Definitions* ]

As used in this decree:

- (a) The term "dealer" shall be deemed to mean a person, firm or corporation engaged in the business of purchasing fresh fish from fishermen.
- (b) The term "fish" shall be deemed to mean fresh, frozen and processed Ash, as distinguished from canned fish, and includes the following specific varieties: halibut, sablefish, ling cod, red cod, and deep-sea sole.
- (c) The term "trip" shall be deemed to mean a boatload of fish caught by fishermen.

## III

### [ *Defendant Seattle Fish Exchange* ]

Seattle Fish Exchange, Inc., is a non-profit corporation organized and existing under the laws of the State of Washington relating to corporations not formed for profit; and the said corporation is a membership corporation having no capital stock.

## IV

### [ *Agreements Enjoined* ]

The defendant Seattle Fish Exchange, Inc. and each of its trustees, officers, agents, employees, and members acting through the instrumentality of said defendant, directly or indirectly, and all persons acting or claiming to act for or on behalf of said defendant, are hereby enjoined and restrained from formulating, entering into, or maintaining any contract, agreement, understanding, or program with any person:

- (a) To fix, determine, maintain or adhere to prices or any other terms, conditions, or charges, including charges for boxes, transportation, or any other service in connection with the sale or purchase of Ash by any other person;
- (b) To refrain from, or to restrict, bidding for any fish, or for any trip, or to fix, determine, maintain, or adhere to amounts to be bid for any lot of fish or for any trip;
- (c) To purchase fish only through the defendant Seattle Fish Exchange, Inc., or only from, or through, a common or designated agency or agencies;
- (d) To refrain from purchasing fish from, or selling fish to any person, group or class, or to discriminate against or in favor of, any person, group or class in the purchase sale, handling or marketing of fish;

(e) To classify persons eligible to purchase fish on credit or other trade terms, or to refrain from selling on credit or other trade terms to any person, group, or class whose eligibility and right thereto are determined in accordance with agreed or suggested rules published by defendant Seattle Fish Exchange; provided, however, that nothing herein contained shall be deemed to limit or restrict the Seattle Fish Exchange, Inc. or its members from disseminating credit information;

(f) To formulate, promulgate, or observe any rule, regulation, or condition for the sale or purchase of fish with the purpose or effect of preventing any dealer, broker, wholesaler, or re-tailer from purchasing fish through, or selling fish to, any person, group, or class;

(g) To allocate or divide among dealers, brokers, wholesalers, or retailers, the market for purchases or sales of, or orders for, fish, whether on the basis of groups or classes of buyers or sellers, on the basis of individual buyers or sellers, or any geographical basis, or otherwise.

## V

### [ Activities Enjoined]

The defendant Seattle Fish Exchange, Inc. and each of its trustees, officers, agents, employees, and members acting through the instrumentality of said defendant, directly or indirectly, and all persons acting or claiming to act for or on behalf of said defendant, are hereby enjoined and restrained from doing or attempting to do the following things or any of them:

(a) Sponsoring, calling, endorsing, holding, or participating in any meeting or conference for the purpose of raising, lowering, fixing, maintaining, or stabilizing prices for the purpose or sale of fish, or for the purpose of controlling or restricting the distribution of fish, or for the purpose of furthering any other activity prohibited by this decree;

(b) Formulating, sponsoring, endorsing, or participating in any plan to allocate or divide among dealers, brokers, wholesalers, or retailers on the market for purchases or sales of, or orders for, fish, whether on a basis of groups or classes of buyers or sellers, on the basis of individual buyers or sellers, on any geographical basis, or otherwise.

(c) Discriminating against any person, group, or class in the purchases sale, handling, or marketing of fish on the basis of whether purchases or sales have been made through the defendant Seattle Fish Exchange, Inc.;

(d) Entering into any contract, agreement, understanding, plan, or undertaking prior to bidding for any lot of fish or trip to permit any competitor to have the benefit of, or to divide with, or to give to any competitor any portion of such lot of fish, or trip, or otherwise to engage in the practice known as "splitting trips" among dealers or competitors before purchasing fish from fishermen;

(e) Disclosing, disseminating, or circulating to any competitor the prospective bid of any dealer for any trip or lot of fish;

(f) Continuing, establishing, or maintaining any agency or brokerage relationship which involves, directly or indirectly, any arrangement, agreement, or understanding whereby uniform or differential prices are agreed upon or maintained for the respective products of different members, principals or dealers;

(g) Refusing to permit any individual, corporation, firm, or association of persons to trade over the Board of the defendant Seattle Fish Exchange, Inc., without discrimination or charge, except that a non-discriminatory fee or commission for separate transactions no more than reasonably sufficient to pay the costs of the transaction to the defendant Exchange may be charged;

(h) Making bids at or over the Board of the defendant Seattle Fish Exchange through or by a common agent.

## VI

*[ Information as to Exchange to Be Posted]*

It is hereby ordered that defendant Seattle Fish Exchange, Inc. keep posted conspicuously on the premises where its activities are conducted a full and complete statement of its membership, ownership, trading rules, and fee or commission charges.

**VII**

*[ Department of Justice to Be Permitted Access to Records, Interviews and Reports]*

For the purpose of securing compliance with this decree duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General be permitted (1) access, during the office hours of the defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendant, relating to any matters contained in this decree, (2) without restraint or interference from the defendant, to interview officers or employees of *the* defendant, who may have counsel present, regarding any such matters, and (3) the defendant, 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 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 for the purpose of securing compliance with this decree in which the United States is a party or as otherwise required by law,

**VIII**

*[ Similar Activities Through Other Associations Enjoined]*

The defendants: Nessim Alhadeff, Whiz Fish Products, Booth Fisheries Corporation, Chase Fish Corporation, Dressel-Collins Fish Company, McCallum-Legaz Fish Company, Inc., New England Fish Company, Edwin Ripley & Son, Inc., San Juan Fishing & Packing Company, Sebastian-Stuart Fish Company, Washington Fish & Oyster Company, Alexander J. McCallum, William Jensen, William Maddock, Charles Alhadeff, George J. Haecker, Harrauld Synnestvedt, C. J. Sebastian, Lawrence C Calvert, Harry Tillman, Roy Jensen, and each of them are hereby enjoined from doing or accomplishing by means of or through any other fish exchange or association having a like purpose the things which they are herein enjoined from doing as members of the Seattle Fish Exchange.

**IX**

*[ Jurisdiction Retained]*

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree 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 decree, for the modification or termination of the provisions thereof for the enforcement of compliance therewith and for the punishment of violations thereof.