IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE MIDDLE DISTRICT OF GEORGIA

MACON DIVISION

UNITED STATES OF AMERICA, Plaintiff	:	
v.	:	Civil Action
ATLANTIC COMPANY,	:	No. 719
CHATTANOOGA ICE DELIVERY CO.,	:	
CITY ICE COMPANY,	:	
CITY ICE DELIVERY COMPANY,	:	
ICE SERVICE COMPANY,	:	
ORLANDO ICE DELIVERY COMPANY,	:	
SOUTHERN UNITED ICE COMPANY,	:	
FRED W. BEASLEY, and	:	
CLINTON D. CASTLEBERRY, Defendants	:	

JUNE 24, 1952

F I N A L J U D G M E N T

In accordance with the findings of fact and conclusions of law filed contemporaneously herewith, it is hereby ORDERED, ADJUDGED AND DECREED, as follows:

1.

The complaint is dismissed both as to the defendant, Chattanooga Ice Delivery Company and defendant, Orlando Ice Delivery Company, in accordance with the amendment by the Plaintiff.

2.

That each of the remaining defendants, and its officers, directors, agents and employees and their respective successors, assignees and transferees are perpetually enjoined from:

(a) Entering into agreements, arrangements, or understandings to fix, determine, or agree upon the price at which ice is sold or shipped when the result of such agreement, arrangement or understanding will necessarily and directly affect the interstate transportation of ice

or other commodity as to the cost of such transportation or the availability of ice to preserve such commodity, or will stabilize the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce; and

(b) From selling and shipping ice in interstate commerce below the selling corporate defendant's cost of manufacture, sale and shipment except for the purpose of meeting competition in said sale and shipment of ice in interstate commerce; and

(c) Engaging in any practice designed to induce others to refrain from competing in the sale and shipment of ice in interstate commerce, or the furnishing of icing services to the Fruit Growers Express Company or other railway express companies or to railroads for the preservation of food or food products which are being transported in interstate commerce, or engaging in any practice which necessarily stabilizes the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce; and

(d) Creating pooling agreements or arrangements whereby the shipment and sale of ice in interstate commerce, or the furnishing of icing services to the Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being transported in interstate commerce is shaped, divided, limited, or discontinued; or creating any such agreements which necessarily stabilize the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce; and

(e) Using any ice delivery company or other common sales agency to sell and ship in interstate commerce the total amount of ice produced by the defendants and their competitors or to furnish the total icing services of the defendants and their competitors to the Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being

transported in interstate commerce; or using any common sales agency so as to necessarily stabilize the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce; and

(f) Allocating customers between the defendants and competitors in shipping and selling ice in interstate commerce or in furnishing of icing services to Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being transported in interstate commerce; or allocating customers in such a way as to necessarily stabilize the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce; and

(g) Communicating to any competitor or association or central agency of competitors, for the purpose of fixing prices, any information with respect to bids or quotations offered or to be offered by any defendant in connection with the shipment and sale of ice in interstate commerce or the furnishing of icing services to Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being transported in interstate commerce, or where such action necessarily and directly stabilizes the price of ice to railroads to be used for convenience and health of passengers being moved and transported in interstate commerce;

3.

That each of the defendants, and its officers, directors, agents and employees and their respective successors, assignees and transferees be perpetually enjoined from directly or indirectly acquiring the assets or capital stock of others in competition with said acquiring defendant or defendants in the shipment and sale of ice in interstate commerce or in the furnishing of icing services to the Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being transported in interstate commerce,

where the effect of such acquisition will be to necessarily and directly lessen competition between the corporation whose stock or assets is so acquired and the corporation making the acquisition in the shipment and sale of ice in interstate commerce or in the furnishing of icing services to the Fruit Growers Express Company or other railway express companies or railroads for the preservation of food or food products which are being transported in interstate commerce, or where the necessary effect will be to stabilize the price of ice to railroads to be used for the convenience and health of passengers being served and transported in interstate commerce.

4.

That the defendants, Atlantic Company and Southern United Ice Company, be perpetually restrained and enjoined from the sale or distribution of ice or the furnishing of icing services except under their own names or through defendants, City Ice Company, City Ice Delivery Company, and Ice Delivery Company, under trade names, or through subsidiary companies, both of which are adequately identified as being owned, controlled, or affiliated with said defendants or one of them.

5.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any corporate or individual defendant is now a party to any contract or agreement which permits any of the practices which are enjoined in paragraph 2 of this decree, then any such contract is hereby expressly declared void and of no further effect.

6.

Jurisdiction of this cause is retained by this Court for the purpose of enabling either of the parties to this judgment to apply to the Court any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this judgment and any modification pursuant to such construction, for the enforcement of compliance therewith and for the punishment of violations hereof. Nothing herein shall be construed to prohibit any action taken by the defendants in good faith in compliance with the orders, regulations, or provisions of any governmental agency having jurisdiction

thereof relating to the manufacture, sale, and shipment or distribution of ice or the furnishing of icing services by the defendants in cases of emergency or war.

7.

This judgment shall not be effective until one hundred twenty (120) days after the entry hereof, with the exception of the provisions contained in paragraph 2(b) above, which shall become effective thirty (30) days after the entry hereof.

This the 24 day of June, 1952.

(Signed) T. Hoyt Davis
UNITED STATES DISTRICT JUDGE