

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. National Electrical Contractors Association, New Jersey Chapter, Inc., P. Joseph Quinn, Mel Downs Electrical Construction Company, Melvin M. Downs, Gerald Electrical Construction Company, J. C. Fitzgerald, John F. Meade, Fred Phrampus, Harry R. Compton, Calvi Electric Company, Francis Calvi, McAdam Electric Company, Thomas J. McAdam, William E. Snell, and Roland E. McMahan, Jr., U.S. District Court, D. New Jersey, 1956 Trade Cases ¶68,534, (Oct. 26, 1956)

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United States v. National Electrical Contractors Association, New Jersey Chapter, Inc., P. Joseph Quinn, Mel Downs Electrical Construction Company, Melvin M. Downs, Gerald Electrical Construction Company, J. C. Fitzgerald, John F. Meade, Fred Phrampus, Harry R. Compton, Calvi Electric Company, Francis Calvi, McAdam Electric Company, Thomas J. McAdam, William E. Snell, and Roland E. McMahan, Jr.

1956 Trade Cases ¶68,534. U.S. District Court, D. New Jersey. Civil Action No. 575-56. Filed October 26, 1956. Case No. 1298 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Department of Justice Enforcement and Procedure—Consent Decrees—Permissive Provisions—Bidding Practices.—Where a consent decree prohibited electrical contractors from entering into any agreement to fix prices or to exchange future bids, and it appeared that the decree might preclude some contractors from competing with other contractors, the decree, upon the consent of the parties, was modified so as not to prohibit any electrical contractor from entering into a joint venture agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for the sale and installation of electrical equipment of such monetary value or in such quantities that each party to the joint venture could not singly bid or perform the contract.

For the plaintiff: William L. Maher, Attorney, Department of Justice.

For the defendants: James T. Owens for National Electrical Contractors Association, New Jersey Chapter, Inc., and P. Joseph Quinn; Murray Fredericks for Calvi Electric Company, Francis Calvi, McAdam Electric Company, and Thomas J. McAdam; Joshua V. Davidow for Mel Downs Electrical Construction Co. and Melvin M. Downs; Raymond J. Osborn for Gerald Electric Construction Company, Inc., and J. C. Fitzgerald; William T. Cahill for Harry R. Compton; E. Milton Hannold for Roland E. McMahan, Jr.; S. Thurman Lovitt for John F. Meade; Charles E. Gant for Fred Phrampus; and Samuel P. Orlando for William E. Snell.

Modifying a consent decree entered in the U. S. District Court, District of New Jersey, [1956 Trade Cases ¶ 68,413](#).

Modification of Final Judgment

THOMAS M. MADDEN, District Judge [*In full text*] : Final Judgment having been entered herein on July 13, 1956 and it having come to the attention of the attorneys for the plaintiff that the terms of such judgment might preclude some electrical contractors from competing with certain other electrical contractors in bidding and contracting for certain sales and installations of electrical equipment,

Now, therefore, upon consent of the parties hereto it is hereby

Ordered, adjudged and decreed as follows:

Nothing contained in the provisions of Section IV(a) and (b) of the said Final judgment shall be deemed to enjoin any defendant electrical contractor or member of the defendant Association from entering into, participating in, or maintaining with each other or with any other electrical contractor or with anyone acting for or in behalf of any electrical contractor, a joint venture agreement: whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for the sale and installation of electrical equipment of such monetary value or in such quantities that each party to the joint venture could not singly bid or perform the contract. Provided, however, that such joint ventures shall not be used or permitted to circumvent or evade any of the other provisions of the judgment or to implement other activities in derogation thereof.