

U. S. v. KELLOGG TOASTED CORN FLAKE CO.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF MICHIGAN, SOUTHERN
DIVISION.

In Equity, No. 5570.

UNITED STATES OF AMERICA, PETITIONER,

VS.

KELLOGG TOASTED CORN FLAKE COMPANY, WILL K. KEL-
LOGG, WILFRED C. KELLOGG, AND ANDREW ROSS,
DEFENDANTS.

ORDER

This cause came on to be heard at this term, and was argued by Counsel, and thereupon and upon consideration thereof, and by agreement of KELLOGG COMPANY (successor to KELLOGG TOASTED CORN FLAKE COMPANY, a Michigan Corporation, on behalf of itself and its officers (including Will K. Kellogg,) agents, servants, and employees, and all persons acting under, through or by it or them, or in its or their behalf, or claiming so to act)-and the United States, it was ORDERED, ADJUDGED AND DECREED as follows:

That the final consent decree entered in this cause on September 20th, 1915, be and hereby is amended by the addition of the following three paragraphs, to be designated as parts "(a)", "(b)", and "(c)" of a new paragraph "4":

4. (a) Nothing contained in this decree shall be deemed or construed to prevent the defendant, its successors, members, officers, agents, servants, employees, or persons acting under, through, by or on behalf of it, from entering into contracts or agreements prescribing minimum prices for the resale of toasted corn flakes which bear, or the label or container of which bears, the trade-mark, brand, or name of the producer or distributor of such commodity and which are in free and open competition with commodities of the same general class produced or distributed by others, when contracts or agreements of that description are lawful

as applied to intra-state transactions, under any statute, law or public policy now or hereafter in effect in any State, Territory, or the District of Columbia, in which such resale is to be made, or to which the commodity is to be transported for resale. so long as such statute, law or public policy remains in force and effect;

(b) PROVIDED, however, that the foregoing paragraph shall not be deemed to modify any provision of said final decree relating to any contract or agreement providing for the establishment or maintenance of minimum resale prices on toasted corn flakes between manufacturers, or between producers, or between wholesalers, or between brokers, or between factors, or between jobbers, or between retail dealers, or between persons, firms or corporations in competition with each other;

(c) And PROVIDED further, that the said foregoing paragraph shall not be construed to authorize the exaction of such contracts or agreements as are therein described, by means of suggestions in writing or otherwise that the defendant will cease to supply its toasted corn flakes if such contracts or agreements are not entered into, or by any form of threat or coercion.

ARTHUR F. LEDERLE,
Judge.

Dated March 23, 1939.