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Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Western Pennsylvania Sand and Gravel Association, Raymond V. Warren, Dravo Corporation, Wilber A. Bliss, A. W. Dann, J. K. Davison & Bro., George McC. Davison, H. S. Davison, Iron City Sand and Gravel Corporation, George Vang, W. S. Giles, McCrady-Rodgers Company, W. F. McCrady, Howard McCrady., U.S. District Court, W.D. Pennsylvania, 1940-1943 Trade Cases ¶56,014, (Feb. 21, 1940)

Federal Antitrust Cases
Trade Regulation Reporter - Trade Cases (1932 - 1992) ¶56,014

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United States of America v. Western Pennsylvania Sand and Gravel Association, Raymond V. Warren, Dravo Corporation, Wilber A. Bliss, A. W. Dann, J. K. Davison & Bro., George McC. Davison, H. S. Davison, Iron City Sand and Gravel Corporation, George Vang, W. S. Giles, McCrady-Rodgers Company, W. F. McCrady, Howard McCrady.

1940-1943 Trade Cases ¶56,014. U.S. District Court, W.D. Pennsylvania, February 21, 1940.

Headnote

Price control of sand and gravel products through concerted agreement upon, or by maintenance or issuance of minimum prices and similar activities effectuating the control of dealers' resale prices or influencing federal public works' contract prices are permanently enjoined, upon consent of all parties, in civil proceedings under the Sherman Anti-Trust Act.

M. Neil Andrews, George P. Cheney, Jr.; Attorneys for Plaintiff.

Moorhead & Knox; Attorneys for Dravo Corporation and its defendant officers.

Alter, Wright & Barron; Attorneys for J. K. Davison & Bro., and its defendant officers, and for Iron City Sand and Gravel Corporation and its defendant officers.

McCrady, McClure, Nicklas & Hirshfield; Attorneys for defendant members of the Western Pennsylvania Sand and Gravel Association, and for McCrady-Rodgers and its defendant officers.

Before Schoonmaker, District Judge.

Final Decree

This cause coming on to be heard on the 21st day of February, 1940, and the defendants having waived process and service and having appeared herein,

[*Consent to Decree*]

And counsel for each of the defendants having consented to the making and entering of this decree without contest before any testimony had been taken and without any findings of fact, upon condition that neither such consent nor this decree shall be considered as evidence, admission or adjudication that any of said defendants have violated any statute of the United States or be considered in any other proceeding as an admission by any of the defendants of any of the facts alleged in the complaint; provided, however, that proceedings to enforce this decree shall not be deemed to be “other proceedings"; and the United States by its counsel, having consented to the entry of this decree and having moved the Court for this injunction;

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Now, Therefore, without taking any testimony or evidence, or making findings of fact, and in accordance with said consent of counsel, it is hereby

Ordered, Adjudged and Decreed as Follows:

[*Jurisdiction*]

I. That the Court has jurisdiction of the subject-matter hereof and of all persons and parties hereto, and that the complaint states a cause of action against the defendants under the Acts of Congress of July 2, 1890, commonly known as the Sherman Anti-Trust Act

[*Concerted Price Fixing*]

II. That the defendants, their members, directors, officers, agents and employees and all persons acting under, through or for them, or any of them, be and they are hereby perpetually enjoined and restrained:

1. From carrying out or continuing to carry out directly or indirectly, expressly or impliedly, any combination and conspiracy to restrain interstate commerce and trade through the use of any one or more of the following means, to wit:

(a) Agreeing upon or concertedly fixing, maintaining or issuing prices or minimum prices of sand and gravel;

(b) Agreeing upon or concertedly fixing, maintaining, issuing or controlling dealers' minimum resale prices of sand and gravel.

[*Prices on Government Contracts*]

2. From doing, performing, agreeing upon, entering upon, or carrying out any of the following acts or things;

(a) Concertedly fixing, maintaining or issuing prices of sand and gravel, directly or indirectly, with actual knowledge that such prices are to be used in conjunction with a bid submitted in connection with a proposed contract with the United States Government or a contract where the United States Government is furnishing all or part of the money by grant or by loan, or in connection with any direct bid for a subcontract with a contractor bidding upon a contract with the United States Government or a contract wherein the United States is furnishing all or a part of the money.

[*Access to Records*]

III. That for the purpose of securing compliance with this decree, authorized representatives of the Department of Justice shall, upon the request of the Attorney General or an Assistant Attorney General, and on reasonable notice, be permitted access, within the office hours of the defendants, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of the defendants or any of them, relating to any of the matters contained in this decree; that any authorized representative of the Department of Justice shall, subject to the reasonable notice to and convenience of the defendants, be permitted to interview officers or employees of defendants relating to any of the matters contained in this decree, without interference or restraint by defendants; that defendants, upon the written request of the Attorney General, shall submit such reports with respect to any of the matters contained in this decree as may from time to time be necessary for the proper enforcement of this decree.

[*Conclusion*]

IV. That jurisdiction of this cause and of the parties hereto is retained for the purpose of giving full effect to this decree and for the enforcement of compliance therewith, and for the further purpose of making such other and further orders and decrees or taking such other action as may from time to time be appropriate in relation to the construction of or carrying out of this decree or for the modification thereof on the application of any of the parties thereto.

[The signatures of the parties are omitted.]

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