

FINAL DECREE

This cause coming on to be heard this day upon the motion of the petitioner, and upon the pleadings; the plaintiff asking that the defendants be restrained from violating the provisions of the Act of Congress approved July 2nd, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," as prayed for in said petition, and for other relief; and all parties appearing by counsel; and the defendants by leave of court withdrawing their answers herein and not desiring to plead further; and stating in open court through their counsel that it is not their desire or intention, nor the desire nor intention of any or either of them to violate the provisions of the Act above referred to, but stating that it is their desire and intention, and the desire and intention of each of them, to comply with each and every and all of the provisions of the Statutes of the United States, referring to agreements, combinations or conspiracies in restraint of trade, and that their previous action in the premises was in the belief that it was not in violation of law, and that it is the desire and intention of them and each of them not to operate under or make or carry on any such contract or contracts as are contemplated by said Act of Congress as construed by the courts, the court finds that the defendants attempted to monopolize trade and commerce in the various articles described in the petition, contrary to the provisions of an Act of Congress approved July 2nd, 1890, entitled:

"An Act to protect Trade and Commerce against Unlawful Restraints and Monopolies;" and the Court finding upon the petition that the plaintiff is entitled to certain relief—

1. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the petition herein be, and hereby is, dismissed as to the defendants William B. Sanders, E. R. Perkins, Andrew Squire, George A. Garretson, J. H. Wade, George K. Beddoe, Charles W. Walters, Thomas J. Voernia and J. C. O'Brien.

2. It is ordered, adjudged and decreed that The Cleve-

UNITED STATES v. CLEVELAND STONE CO.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF OHIO, EASTERN DIVISION.

In Equity No. 175.

THE UNITED STATES OF AMERICA, PLAINTIFF.

VS.

THE CLEVELAND STONE COMPANY, ET AL., DEFENDANTS.

land Stone Company, The Ohio Building Stone Company, The Ohio Stone Company, The Kipton Stone Company, The Malone Stone Company, The Forest City Stone Company, The Grafton Stone Company, The Currier Stone Company, The Ohio Grindstone Company, The Mussey Stone Company, The Clough Stone Company, The Berea Stone Company, The Atlantic Stone Company, The Haldeman Stone Company, The American Quarries Company, The Perry, Matthews, Buskirk Stone Company, The Bedford Quarries Company, The Indiana Quarries Company, and The Indiana Quarries Company of New York, and the officers and agents of each of them be perpetually enjoined and restrained from entering into any contracts or agreements with their competitors to fix or agree upon the prices of grindstone, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, flag stone, curb stone, building or other stone, and from inducing any competitor to enter into any such contract, agreement, or understanding.

3. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies herein named, their officers and agents, in paragraph two hereof be perpetually enjoined from fixing re-sale prices and from issuing re-sale price lists and from agreeing with dealers and jobbers and requiring dealers and jobbers to agree to maintain re-sale prices of grindstones, grindstone frames, mounted grindstones, grindstone fixtures, or any other stone, as fixed by the defendant, The Cleveland Stone Company; and from refusing or threatening to refuse to do business with dealers in case they fail to maintain such re-sale prices.

4. It is ordered, adjudged and decreed that The Cleveland Stone Company may retain and maintain the separate corporate organization of the following defendant companies: The Ohio Building Stone Company, The Ohio Stone Company, The Kipton Stone Company, The Malone Stone Company, The Forest City Stone Company, The Grafton Stone Company, The Currier Stone Company, The Ohio Grindstone Company, The Mussey Stone Company, The Clough Stone Company, The Berea Stone Com-

pany, The Atlantic Stone Company, The Haldeman Stone Company, The American Quarries Company, The Perry, Matthews, Buskirk Stone Company, The Bedford Quarries Company, for the sole and only purpose of retaining the trade name, the good will and the corporation name, and for such purposes only.

5. It is ordered, adjudged and decreed that The Indiana Quarries Company and The Indiana Quarries Company of New York, a selling agency of The Indiana Quarries Company, may retain their corporate powers and names for all purposes, provided that defendants or any of them in doing business shall cause it to appear to the public that such corporations are owned and controlled by the defendant, The Cleveland Stone Company.

6. It is ordered, adjudged and decreed that defendant, The Cleveland Stone Company, its officers and agents, and the other companies named, their officers and agents, be perpetually enjoined from requiring of or entering into of any contract with any jobber or dealer in grindstones, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, or other articles mentioned in the catalog of The Cleveland Stone Company for the year 1910, or in any other catalog or list, now or hereafter issued, wherein and whereby such jobber or dealer agrees not to buy or to receive any grindstones, grindstone frames, mounted grindstones, grindstone fixtures, scythe stones, whetstones, or other articles listed in the catalog herein referred to, or in any other catalog or list, made by any other manufacturer or competitor of said The Cleveland Stone Company and the other defendant companies herein named, and also from refusing or threatening to refuse to deal with such jobber or dealer in case he fails to carry out such contract or agreement, provided always that nothing herein contained shall be construed as enjoining defendants from entering into contracts with purchasers authorized by an Act of Congress passed October 15th, 1914, entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and Monopolies and for Other Purposes" commonly known as the "Clayton Act."

7. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies herein named, their officers and agents, be perpetually enjoined from agreeing to pay and from paying to any jobber or dealer a rebate or premium on the articles mentioned and referred to in paragraph 6 hereof, purchased by said jobber or dealer from the Cleveland Stone Company, or the companies herein named, on condition that such jobber or dealer shall refuse to purchase, to receive, or to handle the like products manufactured or produced by any competitor of The Cleveland Stone Company or the other companies herein named.

8. It is ordered, adjudged and decreed that The Cleveland Stone Company, its officers and agents, and the other companies named, their officers and agents, be perpetually enjoined from agreeing with jobbers or dealers and from requiring or compelling jobbers or dealers to agree to maintain re-sale prices of the articles mentioned fixed by the defendants, or any of them and from refusing or threatening to refuse to do business with jobbers or dealers in the event that they fail to maintain such re-sale prices.

9. Jurisdiction of this cause is retained for the purpose of giving full effect to this decree, or taking such other action, if any, as may become necessary or appropriate for the carrying out and enforcement of this decree.

10. Any party to this cause, or any one succeeding to the rights of said party, in whole or in part, may make application to the court at any time for such further orders and directions as may be necessary or proper in relation to the carrying out of the provisions of this decree.

11. And it is further ordered that the defendants pay the costs of this suit to be taxed.

Entered at Cleveland, Ohio, this 11th day of February, 1916.

JOHN H. CLARKE,
Judge.