

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. The Mansfield Journal Company, Samuel A. Horvitz, Isadore Horvitz, Ralph Disler, and Erwin Maus, Jr., U.S. District Court, N.D. Ohio, 1952-1953 Trade Cases ¶67,210, (Jan. 15, 1952)

United States v. The Mansfield Journal Company, Samuel A. Horvitz, Isadore Horvitz, Ralph Disler, and Erwin Maus, Jr.

1952-1953 Trade Cases ¶67,210. U.S. District Court, N.D. Ohio. Eastern Division. Civil No. 28253. Filed January 15, 1952. Case No. 1088 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Consent Decrees—Practices Enjoined—Refusal To Accept Advertisements and Discrimination, Accepting Advertisements on Condition, and Cancelling of Advertising Contracts—Newspaper Advertising.—A newspaper is enjoined by a consent decree from refusing to accept advertisements for publication, or discriminating as to price, space, arrangement, period of insertion, or any other conditions of publication, where the reason for such refusal or discrimination is that the advertiser has advertised or proposes to advertise by any other medium; from accepting for publication any advertisement on the condition that the advertiser shall not use the advertising medium of any person other than the defendant or that the advertiser use only the advertising medium of the defendant; and from cancelling any advertising contract for the reason that the advertiser has advertised or proposes to advertise in any advertising medium other than the defendant's newspaper.

For the plaintiff: H. Graham Morison, Assistant Attorney General; Victor H. Kramer, Special Assistant to the Attorney General; Don C. Miller, United States Attorney; Robert B. Hummel, Trial Attorney; and Eugene C. Peck, II, Miles F. Ryan, Jr., and Norman H. Seidler, Attorneys.

For the defendants: Charles A. Baker and Parker Fulton.

Final Judgment

[*Parties Consent To Entry of Judgment*]

MCNAMEE, District Judge [*In full text*]: Plaintiff, United States of America, having filed its complaint herein on May 31, 1951; the defendants having filed their joint and several answer to said complaint on June 19, 1951; and the plaintiff and defendants by their attorneys having consented to the entry of this Final Judgment without trial of any issue of fact or law herein and without admission by the parties in respect of any such issue; and the Court having considered the matter and being duly advised; Now, therefore, before any testimony has been taken and without trial of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Cause of Action Under Sherman Act*]

This Court has jurisdiction of the subject matter hereof and of the defendants herein, and the complaint states a cause of action against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890. entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," as amended.

II

[*Applicability of Judgment*]

The provisions of this judgment applicable to defendant The Mansfield Journal Company shall apply to it, its officers, directors, agents, employees and attorneys and to those persons, if any, in active concert or participation with it or them who receive actual notice of, this judgment by personal service or otherwise.

III

[*Newspaper Advertising Practices Enjoined*]

Defendant, The Mansfield Journal Company, is enjoined and restrained from:

A. Refusing to accept for publication or refusing to publish any advertisement or advertisements or discriminating as to price, space, arrangement, location, commencement or period of insertion or any other terms or conditions of publication of advertisement or advertisements where the reason for such refusal or discrimination is, in whole or in part, express or implied, that the person, firm or corporation submitting the advertisement or advertisements has advertised, advertises, has proposed or proposes to advertise in or through any other advertising medium.

B. Accepting for publication or publishing any advertisement or making or adhering to any contract for the publication of advertisements on or accompanied by any condition,; agreement or understanding, ex press or implied:

1. That the advertiser shall not use the advertising medium of any person, firm or corporation other than defendant The Mansfield Journal Company;

2. That the advertiser use only the advertising medium of defendant The Mansfield Journal Company;

C. Cancelling, terminating, refusing to renew or in any manner impairing any contract, agreement or understanding, involving the publication of advertisements, between the defendants, or any of them, and any person, firm or corporation for the reason, in whole or in part, that such person, firm or corporation advertised, advertises or proposes to advertise in or through any advertising medium other than the newspaper published by the corporate defendant.

IV

[*Notice of Judgment To Appear in Newspaper*]

Commencing fifteen (15) days after the entry of this judgment and at least once a week for a period of twenty-five weeks thereafter the corporate defendant shall insert in the newspaper published by it a notice which shall fairly and fully apprise the readers thereof of the substantive terms of this judgment and which notice shall be placed in a conspicuous location.

V

[*Maintenance of Records and Notices Required*]

Defendant The Mansfield Journal Company and the individual defendants are ordered and directed to:

A. Maintain for a period of five (5) years from the date of this judgment, all books and records, which shall include all correspondence, memoranda, reports and other writings, relating to the subject matter of this judgment;

B. Advice in writing within ten (10) days from the date of this judgment any officers, agents, employees, and any other persons acting for, through or under defendants or any of them of the terms of this judgment and that each and every such person is subject to the provisions of this judgment. The defendants shall make readily available to such persons a copy of this judgment and shall inform them of such availability.

VI

[*Inspection and Compliance*]

For the purpose of securing compliance with this judgment, and for no other purpose, any duly authorized representative or representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant Attorney General, and on notice reasonable as to time and subject matter made to the principal office of The Mansfield Journal Company, and subject to any legally recognized privilege, be permitted:

A. Access during the office hours of said corporate defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said corporate defendant relating to any matters contained in this judgment;

B. Subject to the reasonable convenience of said corporate defendant and without restraint or interference from defendants, to interview officers or employees of said defendants, who may have counsel present, regarding such matters, provided, however, that no information obtained by the means provided in this Section VI shall be divulged by the Department of Justice to any person other than a duly authorized representative of such Department, except in the course of legal proceedings in which the United States is a party, or as otherwise required by law.

VII

[Jurisdiction Retained]

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate in relation to the construction of, or carrying out of this judgment for the amendment or modification of any of the provisions thereof, or the enforcement of compliance therewith and for the punishment of violations thereof.

VIII

[Judgment Against Defendants for Costs]

Judgment is entered against the defendants for all costs to be taxed in this proceeding.