

Company, Railways Ice Company, Southwest Ice Company, Superior Ice and Coal Company, United States Cold Storage Company, Western Ice Service Company, A. Hardgrave, Frank G. Crawford, E. M. Dodds, Hurley Hust, Ralph Wilkerson, H. L. Filkins, Arthur Leslie Williams, George Olmstead, A. Z. Patterson, P. A. Weatherred, Louis Margolin, Harold Margolin, William J. Sinick, W. N. Shoemaker, George J. Schmitz, A. O. McLain, Earl V. Musser, M. W. Borders, Jr., and N. F. Russell, defendants.

DECREE

This cause coming on to be heard this 5th day of June, 1934, on a regular court day of the April Term, and the several defendants having appeared, the petitioner moved the Court for a decree in conformity with the prayers of the Petition; and the defendants having consented to the making and entering of this decree;

Now, therefore, it is ORDERED, ADJUDGED, and DECREED as follows, as to all defendants except Armour and Company, Mountain Ice Company, William J. Sinick, and W. N. Shoemaker.

I

That the Court has jurisdiction of the subject matter and of all the parties hereto; that the petition states a cause of action against the defendants under the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies" and acts amendatory thereof and supplemental or additional thereto, known as the Federal Anti-trust Laws.

That the Kansas City Ice Company will be hereinafter referred to as "the Combine." The remaining corporate defendants will be hereinafter referred to as "corporate defendants", and independent contractors commonly known as "ice dealers", or "ice peddlers", will be hereinafter referred to as "the Dealers."

II

That the defendants and each of them, individually and collectively, their successors, members, officers, directors,

U. S. vs. KANSAS CITY ICE COMPANY, ET AL.
IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI.

In Equity No. 2536.

THE UNITED STATES OF AMERICA, PETITIONER,

VS.

KANSAS CITY ICE COMPANY, ARMOUR AND COMPANY,
Artificial Ice Company, City Ice Company, Consumers
Ice Company, Empire Storage and Ice Company, Mid-
west Ice and Cold Storage Company, Mountain Ice

managers, agents, servants, employees, and all persons acting or claiming to act, under or in behalf of them, or any of them, be and they hereby are permanently and perpetually enjoined and restrained from in any way maintaining, continuing, or reviving, either directly, or indirectly, by any means whatsoever, the combination, conspiracy, and monopolization of trade and commerce in ice and the ice business described in the petition herein, or any combination, conspiracy, or monopolization similar thereto, and which is in contravention of the Federal Antitrust Laws.

III

That the contracts between the Combine and the corporate defendants and the lease agreements between the Combine and certain of the corporate defendants, be declared in violation of the Federal Antitrust Laws, particularly "An Act to protect trade and commerce against unlawful restraints and monopolies", approved July 2, 1890, and that the following specific contracts and lease agreements are hereby declared null and void:

- (a) The contract of October 13, 1933, between Artificial Ice Company and the Combine.
- (b) The contract of October 13, 1933, between City Ice Company and the Combine.
- (c) The contract of October 13, 1933, between Consumers Ice Company and the Combine.
- (d) The contract of October 13, 1933, between Empire Storage and Ice Company and the Combine.
- (e) The contract of October 13, 1933, between Midwest Ice and Cold Storage Company and the Combine.
- (f) The contract of October 13, 1933, between Railways Ice Company and the Combine.
- (g) The contract of October 13, 1933, between Southwest Ice Company and the Combine.
- (h) The contract of October 13, 1933, between Superior Ice and Coal Company and the Combine.

(i) The contract of October 13, 1933, between United States Cold Storage Company and the Combine.

(j) The contract of October 13, 1933, between Western Ice Service Company and the Combine.

(k) The lease agreement of January 1, 1934, between City Ice Company and the Combine.

(l) The lease agreement of January 1, 1934, between Consumers Ice Company and the Combine.

(m) The lease agreement of January 1, 1934, between Artificial Ice Company and the Combine.

(n) The lease agreement of January 1, 1934, between Western Ice Service Company and the Combine.

IV

That the defendants and each of them, their successors, members, officers, directors, managers, agents, servants, employees, and all persons acting or claiming to act under or in behalf of them, or any of them, be and they are hereby, permanently and perpetually enjoined or restrained from agreeing among or between themselves, or having understandings or agreements amongst or between them, to—

- (a) Make; or induce, persuade or coerce the Dealers to make or enter into, contracts with them, whereby said Dealers surrender their routes of delivery and lists of customers and accept in place thereof restricted and exclusive territories; or whereby said Dealers agree to refrain from purchasing ice from manufacturing plants and wholesalers other than the defendants or any of them; or whereby said Dealers agree to refrain from invading zones or territories assigned to other Dealers; or whereby the Dealers agree to refrain from operating retail cash-and-carry ice stations;
- (b) Close down a large number of their manufacturing plants, so as to seriously curtail a large proportion of the volume of ice needed to supply demands of consumers;
- (c) Eliminate, suppress, or curtail the retail ice sta-

tions or any part of them now available to and used by cash-and-carry consumers;

(d) Discriminate in prices between Dealers in ice, where such Dealers are of the same class and where the grade, quality or quantity of ice purchased is approximately the same in such class, or where there are no existing differences in the cost of selling or transportation.

V

That the Kansas City Ice Company shall wind up its affairs and be dissolved within three months after the date of entry of this decree.

VI

That jurisdiction of this cause is hereby retained for the purpose of enforcing this decree, or enabling the parties to apply to the court for modification or enlargement of its provisions on the ground that they are inadequate or have become inappropriate or unnecessary.

VII

That petitioner have and recover of the defendants the costs of this cause.

Dated June 5th, 1934.

MERRILL E. OTIS,
United States District Judge.