

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION.

In Equity No. 3736-992

UNITED STATES OF AMERICA

VS.

INTERSTATE CIRCUIT, INC., ET AL.

FINAL DECREE

The final decree herein dated October 13, 1937, having been set aside by the Supreme Court of the United States pending the making of findings of fact and conclusions of law by this court, pursuant to Equity Rule 70½, and said

findings of fact and conclusions of law having been made and filed in this cause on the 17th day of May, 1938,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the defendants Paramount Pictures Distributing Company, Inc., RKO-Radio Pictures, Inc., Columbia Pictures Corporation, United Artists Corporation, Universal Film Exchanges, Inc., Vitagraph, Inc., Twentieth Century-Fox Film Corporation, Twentieth Century-Fox Film Corporation of Texas, Metro-Goldwyn-Mayer Distributing Corporation and Metro-Goldwyn-Mayer Distributing Corporation of Texas are sometimes hereinafter referred to as the distributor defendants.

2. That all of the distributor defendants and their respective officers, agents, representatives and employees be, and they are hereby, perpetually enjoined and restrained from enforcing or attempting to enforce the provisions in their respective license agreement with subsequent run exhibitors of motion picture films distributed by them in the cities of Dallas, Fort Worth, Houston and San Antonio, requiring such subsequent run exhibitors to charge a minimum night adult lower floor admission price of not less than 25¢ for motion pictures that had previously been exhibited in the same city for a night adult lower floor admission price of 40¢ or more.

3. That all of the said distributor defendants, except Vitagraph, Inc., Metro-Goldwyn-Mayer Distributing Corporation and Metro-Goldwyn-Mayer Distributing Corporation of Texas, and their respective officers, agents, representatives and employees be, and they are hereby, perpetually enjoined and restrained from enforcing or attempting to enforce the provisions in their respective license agreements with subsequent run exhibitors of motion picture films distributed by them in the cities above named, prohibiting such subsequent run exhibitors from showing said motion picture films as a part of a double feature program.

4. That all of the distributor defendants be, and they are hereby, enjoined and restrained from including in any

future license agreements with subsequent run exhibitors in any city in the states of Texas or New Mexico, or elsewhere, where the defendants, Interstate Circuit, Inc., Texas Consolidated Theatres, Inc.,—this latter company not having made any such agreements since 1934-35—Karl Hoblitzelle and R. J. O'Donnell operate motion picture theatres, any restrictions as to the admission price to be charged by said subsequent run exhibitors for such motion picture films or as to double featuring as a result of any combination, conspiracy or agreement, or in furtherance of any combination, conspiracy or agreement among the said distributor defendants, and any of them, or between the said distributor defendants, and any of them, and the said Interstate Circuit, Inc., Texas Consolidated Theatres, Inc., Karl Hoblitzelle and R. J. O'Donnell, or any of them.

5. That the defendant, Interstate Circuit, Inc., its officers, agents, representatives and employees, and the individual defendants be, and they are hereby, perpetually restrained and enjoined from enforcing or attempting to enforce any provisions in their said license agreements with each or any of the distributor defendants requiring said distributor defendants, or any of them, to impose upon subsequent run exhibitors of motion picture films distributed by said distributor defendants the restrictions as to night adult lower floor admission price or against double featuring hereinbefore referred to.

6. That each and every one of the corporate defendants and their respective officers, agents, representatives and employees, and each of the individual defendants be, and they are hereby, perpetually enjoined and restrained from continuing in the combination, conspiracy and agreement described in the findings of fact and conclusions of law herein, and from entering into or becoming a part to any like or similar combination, conspiracy or agreement.

7. That the petitioner recover of the defendants its costs herein.

Dallas, Texas, this 9th day of June, 1938.

ATWELL,
United States District Judge.