

FINAL DECREE.

This cause having come on for hearing upon the motion of the petitioner for a decree, the court, upon consideration of the pleadings and of the consent of defendant on file, finds, orders, and decrees as follows:

FIRST. Defendant Paris Medicine Company is a corporation engaged in the manufacture and sale in interstate commerce of proprietary and patent medicines. It has indicated to wholesale and retail dealers, from time to time, the resale prices which it desired them to charge for its products. It has secured from retail dealers agreements that they would adhere to those prices. It has furnished the retail dealers who entered into and adhered to those agreements with quantities of its products, in addition to what they purchased from the wholesale dealers, at no additional cost. It has refused to do the same for dealers who failed to enter into and comply with such agreements.

SECOND. By these means defendant Paris Medicine Company has procured the adherence of dealers in its products throughout the United States to resale prices fixed by it, thereby creating a combination which suppresses competition in the sale of such products and restrains trade and commerce among the States in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

THIRD. Defendants Paris Medicine Company, its officers, directors, agents, and employees, are hereby enjoined from further engaging in or carrying out the above-described combination or any other of like character and effect.

FOURTH. Defendant Paris Medicine Company, its officers, directors, agents, and employees, are hereby further enjoined from directly or indirectly employing any of the following means for the purpose of procuring the adherence of dealers in its products to resale prices approved by it:

UNITED STATES v. PARIS MEDICINE CO.  
IN THE DISTRICT COURT OF THE UNITED STATES,  
EASTERN DISTRICT OF MISSOURI.

UNITED STATES OF AMERICA, PETITIONER,

*vs.*

PARIS MEDICINE COMPANY, DEFENDANT.

- (a) Indicating to dealers such prices;
- (b) Securing from dealers agreements to adhere to such prices;
- (c) Refusing to sell to dealers who fail to adhere to such prices;
- (d) Refusing to sell to dealers who fail to adhere to such prices upon the same terms as to dealers who do so adhere;
- (e) Furnishing additional quantities of defendant's products, at no additional cost, or affording any other advantage, to dealers who adhere to such prices, while refusing similar treatment to dealers who do not so adhere.

FIFTH. Defendant shall pay the cost of this proceeding, to be taxed.

DAVID P. DYER,  
*United States District Judge.*

NOVEMBER 13, 1917.