

U. S. v. CALIF. ASSOCIATED RAISIN COMPANY.

**IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF CALIFORNIA.**

In Equity No. B-67.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

**CALIFORNIA ASSOCIATED RAISIN COMPANY, A CORPORATION,
ET AL., DEFENDANTS.**

FINAL DECREE.

This cause coming on to be heard on the 18th day of January, 1922, before the Hon. Benjamin F. Bledsoe, district judge, presiding, and the petitioner having appeared by Joseph C. Burke, district attorney, and having moved the court for an injunction, and it appearing to the court that the allegations of plaintiff's bill state a cause of action against the defendants under the provisions of the act of Congress approved July 2, 1890, known as the antitrust act, and that the court has jurisdiction of the subject-matter; and that the defendants have been regularly served with proper process and have appeared in open court by Carl E. Lindsay and M. B. Harris, their

duly authorized counsel, and that defendants have given their consent to the rendition of this decree:

Now, therefore, it is ordered, adjudged, and decreed that the defendant, the California Associated Raisin Company, its officers, agents, and employees and the individual defendants named in the complaint, be and each is hereby enjoined and restrained from doing any of the following acts:

1. Carrying out or attempting to carry out the contracts made with the growers of raisin grapes in California referred to in the order entered in this proceeding under date of January 3, 1921, except the closing up and settling of all matters and things pertaining to the crop of 1920, delivered and handled under said contracts.

2. Carrying out a certain contract made on the 25th day of February, 1918, between the defendant company and the California Packing Corporation.

3. Securing, or attempting to secure, contracts with growers of raisin grapes in California for delivery thereof to the defendant company by means of coercion, intimidation, or duress, or by the use of any methods which tend to coerce the growers of raisin grapes into making contracts with the defendant company for the delivery to it of their grapes or which limit, restrict, or prevent others from freely competing to secure contracts with said growers of raisin grapes in California, for the delivery to them of said products.

4. Securing or entering into contracts with a grower or growers of raisin grapes in California under which such grower or growers agree to deliver to the defendants, or either of them, for a period of years, raisin grapes to be marketed or disposed of in interstate or foreign commerce, unless it is expressly provided in each of said contracts that such grower or growers may, at the end of the first three years of such period, or at the end of any two year period thereafter, during the life of such contract, cancel and terminate the same. This paragraph is not to be construed as forbidding the defendants from incorporating in said contracts other provisions not con-

trary to law, nor from preventing the defendant company from reserving therein the right to cancel said contracts at the times herein mentioned.

5. Making or entering into contracts for the sale of raisins whereby either the quantity of raisins to be delivered to any purchaser, or the price to be paid therefor, is to be subsequently determined by the defendant company in accordance with the practice or device known as "firm at opening price" or other similar practice or device, or whereby the defendant company agrees to indemnify any purchaser against loss on account of a future decline in the market price of raisins, or whereby the price to be paid by any purchaser therefor is made contingent on the future market price of said product.

6. Eliminating or decreasing competition in interstate or foreign commerce in raisins or raisin grapes, by the purchase, lease, or other acquisition of the plant of any competitor, or by means of any contract, agreement, or concert of action with an existing or prospective competitor.

7. Making a contract with a competitor for the packing of raisins exclusively for the defendant company with an agreement of "exclusive dealing"; making a competitor the agent of the defendant company with authority to sell raisins or raisin grapes at fixed prices, or excluding or preventing a competitor from marketing raisins or raisin grapes for himself or for another; purchasing, or agreeing to purchase, raisins or raisin grapes from a competitor for the purpose of enabling the defendants to fix the price of such product, or to diminish competition in the marketing of the same; or accepting or agreeing to accept, from a competitor, an assignment of a contract between such competitor and a grower of raisin grapes; unless the same be done in good faith and without intent to diminish competition.

8. Agreeing, combining, or conspiring, either among themselves or with others, to lessen, restrict, or limit the supply of raisins, or to curtail or decrease the production or supply of raisin grapes.

9. Agreeing, combining, or conspiring, either among themselves or with others, to limit, restrict, or lessen competition in the marketing or sale of raisins, by the destruction or waste of the same; or by decreasing or curtailing the production thereof; or by purchasing, securing, or obtaining control of the supply of raisins owned or controlled by their competitors; or by unlawfully withholding raisins from the market; or by employing against competitors in the marketing or selling of their raisins, methods of unfair competition in the marketing or selling of raisins owned and controlled by defendants.

10. Making contracts for the sale and shipment in interstate commerce of raisins or raisin grapes wherein a purchaser is obligated to resell the same, or any part thereof, at prices fixed in advance of such resale.

11. Making a sale or contract for sale of raisins or raisin grapes for use, consumption, or resale, within the United States, or any territory thereof, or the District of Columbia, or any insular possession, or any place under the jurisdiction of the United States, or fixing a price therefor, or discount from, or rebate upon said price, on the condition, agreement, or understanding that the lessee or purchaser thereof shall not deal in raisins or raisin grapes of a competitor or competitors of the defendant company.

It is further ordered, adjudged and decreed that jurisdiction of this cause be, and the same is hereby, retained for the purpose of modifying the same, in the event that at any time in the future it shall be found by the court, from evidence adduced by either party hereto, that this decree, or either of the provisions thereof, is inappropriate or inadequate, and for the purpose of enforcing the provisions of this decree or of any decree or order hereafter made herein.

It is further ordered, adjudged and decreed that the defendants pay the taxable costs herein.

BENJAMIN F. BLEDSOE,
District Judge.

JANUARY 18, 1922.