

UNITED STATES v. AMERICAN SEATING CO.

IN THE CIRCUIT COURT OF THE UNITED STATES OF
AMERICA, FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION.

Present: The Honorable Kenesaw M. Landis, Circuit
Judge, August 5, 1907.

Civil. No. 28604.

THE UNITED STATES OF AMERICA
VS.
AMERICAN SEATING COMPANY ET AL.

This cause coming on to be heard upon the Bill of Complaint filed herein, and it appearing to the court that a default pro confesso was duly taken against the defendants, the American Seating Company, A. H. Andrews Company, Superior Manufacturing Company, Owensboro Seating and Cabinet Company, Southern Seating and Cabinet Company, Cincinnati Seating Company, The Fridman Seating Company, Minneapolis Office and School Furniture Company, H. C. Voght Sons and Company, Frederick A. Holbrook, Thomas M. Boyd, Edward Hubbard, Leo A. Peil, Charles D. Miller, William F. Merle, Henry J. Merle, Frank Morton, Joseph Kenfield, John McKearnan, F. L. Ingersoll, Finley S. Brooke, William M.

Brooke, John C. Brooke, C. D. Fridman, F. W. Fridman, L. S. Fridman, Albert Canfield, Carl R. Voght, M. C. Williams, D. M. Witmer, Oliver M. Stafford, W. L. Dechant and S. H. Carr, and that no motion has been filed herein to set aside said default, and that said defendants are still in default, and that more than thirty days have elapsed since the date of entry of said default, it is ordered, adjudged and decreed, and the court doth hereby order as follows:

That the Bill of Complaint be and the same is hereby taken confessed by the said defendants.

The court doth further order that the said defendants and each of them, their respective agents and attorneys, and all other persons acting in their behalf, or in behalf of either of them or claiming so to act, be and are hereby perpetually enjoined from entering into, taking part in, or engaging in any combination or conspiracy the purpose and effect of which will be as to trade and commerce in church pews between the several states and territories and the District of Columbia, a restraint of trade in violation of the provisions of the Act of Congress approved July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," either by combination, conspiracy, or contract agreeing upon and fixing uniform and non-competitive prices, below which none of the said defendants should sell church pews, in the interstate commerce aforesaid; or by collusively and by agreement refraining from bidding against each other in the sale of church pews, or by collusively causing their salesman to refrain from bidding in good faith against each other in the sale of church pews in the interstate commerce aforesaid, or by making fictitious, assisting, or straw bids; or by organizing, managing or conducting any association or club for the purpose of discussing, proposing, devising and agreeing upon uniform arbitrary minimum prices for church pews below which none of said defendants could sell; or by attending or taking part in any meetings of the association or club called the Prudential Club, and from

maintaining, conducting and keeping organized and in existence the said association or the said club; or by reporting to the said Frederick A. Holbrook, or to any other person, the names and addresses of churches and prospective purchasers desiring or requiring church pews and the particulars as to the number, kind and quantity of church pews desired, or required for such churches or prospective purchasers; or by assigning and allotting the prospective sales of church pews among and to the said defendants by the said Frederick A. Holbrook; and also from violating the provisions of the Act of Congress approved July 2, 1890, entitled, "An Act to protect trade and commerce against the unlawful restraints and monopolies," by combining or conspiring together or with each other and others to monopolize any part of the trade and commerce in church pews among the several states and territories and the District of Columbia by uniting and combining in an effort to prevent competition in the sale of church pews throughout the said United States or by organizing, managing or conducting any association or club for the purpose of discussing, proposing, devising and agreeing upon arbitrary minimum prices for church pews below which none of said defendants could sell; or by agreeing upon and fixing uniform and non-competitive minimum prices below which said defendant corporations should not sell church pews.

But nothing herein contained shall be construed to restrain or interfere with the action of any of said defendants acting with respect to their own corporate or firm business, property or affairs, when such action is not taken as a result of combination with any other of said defendants as above set forth.

(Signed) KENESAW M. LANDIS,
District Judge.

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