

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF ILLINOIS,

In Equity No. 1490.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

AMERICAN LINSEED OIL COMPANY ET AL., DEFENDANTS.
FINAL DECREE.

An appeal having been taken from the decree of this court entered on the 3rd day of December, 1921, to the Supreme Court of the United States, said court reversed

said decree and directed that the cause be remanded to this court for the issuance of an injunction and the taking of such further action as may be necessary to carry the opinion of the court into effect. In said opinion of the Supreme Court of the United States the plan of operation provided for in the contracts between the Armstrong Bureau of Related Industries and the American Linseed Oil Company and other manufacturers of linseed oil, and the organization perfected and the activities carried on thereunder, were held to be unlawful.

It is therefore ordered, adjudged, and decreed that the said identical contracts between the Armstrong Bureau of Related Industries and the several manufacturers of linseed oil, copies of which appear in the record as plaintiff's Exhibits 1A and 1B, constitute a contract or combination in restraint of interstate and foreign trade in linseed oil within the meaning of the Federal Anti-Trust Act of July 2, 1890; and that the organization and operation of the Linseed Crushers' Industrial Council and the activities carried on by defendants under and pursuant to the provisions of said contracts were and are violative of said Anti-Trust Act in that defendants were thereby engaging in a combination in restraint of interstate and foreign trade and commerce in linseed oil: And,

It is further ordered and decreed that defendants and each of them and their officers, agents, servants, and employees, and all persons acting by or in behalf of them or any of them, be, and they hereby are, perpetually enjoined from in any way recognizing the validity of the said contracts between the Armstrong Bureau of Related Industries and the several manufacturers of linseed oil, or any of the provisions thereof, and from making, receiving, or distributing any statistics or other information under said contracts and pursuant to their terms, or under any other contract or understanding of a like nature, and from holding meetings for the exchange of views, and imparting information through correspondence under said contracts, or any contract or contracts or understanding similar thereto, and from doing any other act

or engaging in any other practice under and as prescribed in said contracts or by the Armstrong Bureau, or under any other contract or understanding of a like nature; and they and each of them are further perpetually enjoined from entering into any contract or contracts of the same or similar character and from engaging, pursuant to any other such contract or combination or understanding, in the practices engaged in under the aforesaid contracts.

It is further ordered that defendants pay all the costs of the cause to be taxed.

JAMES H. WILKERSON,
District Judge.

DECEMBER 27, 1923.