UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF GEORGIA

UNITED STATES OF AMERICA, Plaintiff, v. SAVANNAH COTTON AND NAVAL STORES EXCHANGE, INC., ET AL., Defendants;	Case No.: Civ. 559

UNITED STATES OF AMERICA, Plaintiff, v. AERO MAYFLOWER TRANSIT COMPANY, INC., ET AL., Defendants.	Case No.: Civ. 814

MEMORANDUM IN SUPPORT OF THE MOTION OF THE UNITED STATES TO TERMINATE LEGACY ANTITRUST JUDGMENTS

The United States respectfully submits this memorandum in support of its motion to terminate two legacy antitrust judgments. The Court entered these judgments in 1951 and 1956, respectively; thus, each of them is more than sixty years old. After examining each judgment—and after soliciting public comments on each proposed termination—the United States has concluded that termination of these judgments is appropriate. Termination will permit the Court to clear its docket, the

Department to clear its records, and businesses to clear their books, allowing each to utilize its resources more effectively.

I. BACKGROUND

From 1890, when the antitrust laws were first enacted, until the late 1970s, the United States frequently sought entry of antitrust judgments whose terms never expired.[1] Such perpetual judgments were the norm until 1979, when the Antitrust Division of the United States Department of Justice ("Antitrust Division") adopted the practice of including a term limit of ten years in nearly all of its antitrust judgments. Perpetual judgments entered before the policy change, however, remain in effect indefinitely unless a court terminates them. Although a defendant may move a court to terminate a perpetual judgment, few defendants have done so. There are many possible reasons for this, including that defendants may not have been willing to bear the costs and time resources to seek termination, defendants may have lost track of decades-old judgments, individual defendants may have passed away, or company defendants may have gone out of business. As a result, hundreds of these legacy judgments remain open on the dockets of courts around the country. Originally intended to protect the loss of competition arising from violations of the antitrust laws, nearly all of these judgments likely have been rendered obsolete by changed circumstances.

[1] The primary antitrust laws are the Sherman Act, 15 U.S.C. §§ 1-7, and the Clayton Act, 15 U.S.C. §§ 12-27. The judgments the United States seeks to terminate with the accompanying motion concern violations of the Sherman Act.

The Antitrust Division recently implemented a program to review and, when appropriate, seek termination of legacy judgments. The Antitrust Division's Judgment Termination Initiative encompasses review of all of its outstanding perpetual antitrust judgments. The Antitrust Division described the initiative in a statement published in the Federal Register.[2] In addition, the Antitrust Division established a website to keep the public apprised of its efforts to terminate perpetual judgments that no longer serve to protect competition.[3] The United States believes that its outstanding perpetual antitrust judgments presumptively should be terminated; nevertheless, the Antitrust Division is examining each judgment to ensure that it is suitable for termination. The Antitrust Division is giving the public notice of—and the opportunity to comment on—its intention to seek termination of its perpetual judgments.

In brief, the process the United States is following to determine whether to move to terminate a perpetual antitrust judgment is as follows:

- The Antitrust Division reviews each perpetual judgment to determine whether it no longer serves to protect competition such that termination would be appropriate.
- If the Antitrust Division determines a judgment is suitable for termination, it posts the name of the case and the judgment on its public Judgment Termination Initiative website: https://www.justice.gov/atr/Judgment Termination.

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[2] Department of Justice's Initiative to Seek Termination of Legacy Antitrust Judgments, 83 Fed. Reg. 19,837 (May 4, 2018), https://www.gpo.gov/fdsys/granule/FR-2018-05-04/2018-09461.

[3] *Judgment Termination Initiative*, U.S. DEP'T OF JUSTICE, https://www.justice.gov/atr/JudgmentTermination.

- The public has the opportunity to comment on each proposed termination within thirty days of the date the case name and judgment are posted to the public website.

- Following review of public comments, the Antitrust Division determines whether the judgment still warrants termination; if so, the United States moves to terminate it.

The United States followed this process for each judgment it seeks to terminate by this motion.[4]

The remainder of this memorandum is organized as follows: Section II describes the Court's jurisdiction to terminate the judgments in the above-captioned cases and the applicable legal standards for terminating the judgments. Section III explains that perpetual judgments rarely serve to protect competition and those that are more than ten years old presumptively should be terminated. This section also describes the additional reasons that the United States believes each of the judgments should be terminated. Section IV concludes. Appendix A attaches a copy of each final judgment that the United States seeks to terminate. Appendix B is a proposed order terminating the final judgments.

II. APPLICABLE LEGAL STANDARDS FOR TERMINATING THE JUDGMENTS

[4] The United States followed this process to move several other district courts to terminate legacy antitrust judgments. *See United States v. Am. Amusement Ticket Mfrs. Ass'n*, Case 1:18-mc-00091 (D.D.C. Aug. 15, 2018) (terminating nineteen judgments); *In re: Termination of Legacy Antitrust Judgments*, No. 2:18-mc-00033 (E.D. Va. Nov. 21, 2018) (terminating five judgments); *United States v. The Wachovia Corp. and Am. Credit Corp.*, Case No. 3:75CV2656-FDW-DSC (W.D.N.C. Dec. 17, 2018) (terminating one judgment); *United States v. Capital Glass & Trim Co., et al.*, Case No. 3679N (M.D. Ala. Jan. 2, 2019) (terminating one judgment); *United States v. Standard Sanitary Mfg. Co., et al.*, Case 1:19-mc-00069-RDB (D. Md. Feb. 7, 2019) (terminating nine judgments).

This Court has jurisdiction to terminate the judgments in the above-captioned cases. One judgment, a copy of which is included in Appendix A, provides that the Court retains jurisdiction. Jurisdiction was not explicitly retained in the other[5] judgment, but it has long been recognized that courts are vested with inherent power to modify judgments they have issued which regulate future conduct.[6] In addition, the Federal Rules of Civil Procedure grant the Court authority to terminate each judgment. Rule 60(b)(5) and (b)(6) provides that, "[o]n motion and just terms, the court may relieve a party . . . from a final judgment . . . (5) [when] applying it prospectively is no longer equitable; or (6) for any other reason that justifies relief." Fed. R. Civ. P. 60(b)(5)-(6); *see also Frew ex rel. Frew v. Hawkins*, 540 U.S. 431, 441 (2004) (explaining that Rule 60(b)(5) "encompasses the traditional power of a court of equity to modify its decree in light of changed circumstances" and that "district courts should apply a 'flexible standard' to the modification of consent decrees when a significant change in facts or law warrants their amendment"); *Griffin v. Sec'y, Fla.*

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[5] *United States v. Aero Mayflower Transit Co.*, Civ. No. 814 (S.D. Ga. Sept. 20, 1956).

[6] *See United States v. Swift & Co.*, 286 U.S. 106, 114-15 (1932) ("We are not doubtful of the power of a court of equity to modify an injunction in adaptation to changed conditions, though it was entered by consent. . . . Power to modify the decree was reserved by its very terms, and so from the beginning went hand in hand with its restraints. If the reservation had been omitted, power there still would be by force of principles inherent in the jurisdiction of the chancery. A continuing decree of injunction directed to events to come is subject always to adaptation as events may shape the need.") (citations omitted); *see also Hodge v. Dep't of Hous. and Urban Dev., Dade Cty., Fla.*, 862 F.2d 859, 861-62 (11th Cir. 1989) ("[T]he court's authority to dissolve its decree . . . matters not whether . . . the court by the terms of its order reserves the power to revoke or modify it.") (citing *Swift & Co.*, 286 U.S. at 114).

Dep't of Corr., 787 F.3d 1086, 1089 (11th Cir. 2015) ("Rule 60(b)(5) applies in ordinary civil litigation where there is a judgment granting continuing prospective relief.").

Given its jurisdiction and its authority, the Court may terminate each judgment for any reason that justifies relief, including that the judgments no longer serve their original purpose of protecting competition.[7] Termination of these judgments is warranted.

III. ARGUMENT

It is appropriate to terminate the perpetual judgments in each the above-captioned cases because they no longer continue to serve their original purpose of protecting competition. The United States believes that the judgments presumptively should be terminated because their age alone suggests they no longer protect competition. Other reasons, however, also weigh in favor of terminating these judgments, including that all or most of the defendants likely no longer exist, terms of the judgment merely prohibit that which the antitrust laws already prohibit, and changed market conditions likely have rendered the judgment ineffectual. Under such circumstances, the Court may terminate the judgments pursuant to Rule 60(b)(5) or (b)(6) of the Federal Rules of Civil Procedure.

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[7] In light of the circumstances surrounding the judgments for which it seeks termination, the United States does not believe it is necessary for the Court to make an extensive inquiry into the facts of each judgment to terminate them under Fed. R. Civ. P. 60(b)(5) or (b)(6). All of these judgments would have terminated long ago if the Antitrust Division had the foresight to limit them to ten years in duration as under its policy adopted in 1979. Moreover, the passage of decades and changed circumstance since their entry, as described in this memorandum, means that it is likely that the judgments no longer serve their original purpose of protecting competition.

In the *Savannah Cotton* matter, the United States alleged that seven naval store businesses and the organization they formed conspired to fix the prices of crude gum, rosins, and turpentine, in part by posting fictitious prices for those products. The Court's 1951 consent decree ordered termination of the exchange, prohibited the individual businesses from disseminating fictitious prices, and required those business to provide information concerning the purchases and sale of crude gum, rosin, and turpentine to the Department of Agriculture upon their request. *See* Appendix A.

In the *Aero Mayflower Transit* matter, the United States alleged that 12 companies and 6 individuals conspired to fix prices by agreeing to submit identical price quotations to the U.S. government for providing services concerning the interstate movement of household goods of militarily personnel transferred from military installations in or near Savannah Georgia. The Court's 1956 consent decree prohibited the defendants from engaging in such price-fixing activities, and also required the dissolution of the organization formed by the defendants in furtherance of their unlawful activities. *See* Appendix A.

A. The Judgments Presumptively Should Be Terminated Because of Their Age

Permanent antitrust injunctions rarely serve to protect competition. The experience of the United States in enforcing the antitrust laws has shown that markets almost always evolve over time in response to competitive and technological changes. These changes may make the prohibitions of decades-old judgments either irrelevant to, or inconsistent with, competition. The development of new products

that compete with existing products, for example, may render a market more competitive than it was at the time of entry of the judgment or may even eliminate a market altogether, making the judgment irrelevant. In some circumstances, a judgment may be an impediment to the kind of adaptation to change that is the hallmark of competition, undermining the purposes of the antitrust laws. These considerations, among others, led the Antitrust Division in 1979 to establish its policy of generally including in each judgment a term automatically terminating the judgment after no more than ten years.[8]

The judgments in the above-captioned matters—all of which are decades old—presumptively should be terminated for the reasons that led the Antitrust Division to adopt its 1979 policy of generally limiting judgments to a term of ten years. There are no affirmative reasons for the judgments to remain in effect; indeed, there are additional reasons for terminating them.

B. The Judgments Should Be Terminated Because They Are Unnecessary

In addition to age, other reasons weigh heavily in favor of termination of each judgment. These reasons include: (1) most defendants likely no longer exist, (2) the judgment largely prohibits that which the antitrust laws already prohibit, and (3) market conditions likely have changed. Each of these reasons suggests the judgments no longer serve to protect competition. In this section, we describe these additional

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[8] U.S. DEP'T OF JUSTICE, ANTITRUST DIVISION MANUAL at III-147 (5th ed. 2008), https://www.justice.gov/atr/division-manual.

reasons, and we identify those judgments that are worthy of termination for each reason.

1. Most Defendants Likely No Longer Exist

The Antitrust Division believes that most of the defendants in the two above-captioned cases likely no longer exist. In the *Savannah Cotton* matter (Civ. No. 599, (1951)), the Naval Stores Exchange was dissolved following the entry of the decree and only one of the other seven defendants exists in any form (Turpentine and Rosin Factors, Inc. has a successor company, T & R Chemicals).[9]

In the *Aero Mayflower Transit* matter (Case No. Civil 814, (1956)), four of the twelve company defendants no longer exist, and the association the defendants formed to carry out the unlawful activities has been dissolved. Further, the United States believes that there is a likelihood that some (if not all) of the individual defendants have passed away in the 62 years since the decree was entered.

To the extent that defendants no longer exist, the related judgments serve no purpose and should be terminated. With regard to the remaining defendants in each of these matters, in the event that the Division discovers evidence of those companies engaging in price-fixing or related unlawful activities, the Division would open a new enforcement action rather than pursuing those antitrust violations as a contempt action in violation of the consent decrees at issue.

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[9] *See United States v. Savannah Cotton & Naval Stores Exch., Inc.*, 192 F. Supp. 256, 257 (S.D. Ga. 1960) (stating that Turpentine and Rosin Factors, Inc. was the only surviving defendant as of 1960); *see also* http://www.trchemicals.com/ (last visited Nov. 6, 2018) ("T&R is formerly known as Turpentine and Rosin Factors, Inc.").

2. Terms of Judgment Prohibit Acts Already Prohibited by Law

The Antitrust Division has determined that the core provisions of the judgments in these cases merely prohibit acts that are already illegal under the antitrust laws: the two judgments at issue primarily prohibit the defendants from engaging in practices relating to price fixing.

These terms amount to little more than an admonition that defendants shall not violate the law. Absent such terms, defendants still are deterred from violating the law by the possibility of imprisonment, significant criminal fines, and treble damages in private follow-on litigation. A mere admonition not to violate the law adds little additional deterrence. To the extent these judgments include terms that do little to deter anticompetitive acts, they serve no purpose and they should be terminated.[10]

3. Market Conditions Likely Have Changed

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[10] In the *Savannah Cotton* matter, the consent decree includes a reporting requirement. That requirement was at issue in *Savannah Cotton & Naval Stores Exch., Inc.*, 192 F. Supp. 256, in which the sole remaining defendant (T&R) argued that it was "at a competitive disadvantage with other naval stores dealers" because some prospective purchasers did not want their transactions reported to the USDA-approved reporter. *Id.* at 257. At that time, the United States objected to the proposed modification of the consent decree, arguing that the decree should not be modified "unless there has occurred since entry of judgment such changes in circumstances that the necessity for such provisions no longer exists and that petitioner has not alleged sufficient changes in circumstances resulting in petitioner suffering an extreme and unexpected hardship to warrant the modification prayed for in the petition." *Id.* The district court agreed with the United States' position and denied the motion to modify the judgment. *Id.* at 257-59. The United States is unaware whether T&R's successor company has followed this reporting requirement, and in any event, believes that in the fifty-nine years since that case, circumstances have changed and that there is no longer a need for that reporting provision.

Finally, the markets at issue in the *Savannah Cotton* judgment likely face different competitive forces such that the behavior at issue likely no longer is of competitive concern. During the sixty-seven years since entry of this judgment, the crude gum, rosin, and turpentine industries have changed dramatically. Indeed, the United States believes that the crude gum market is virtually non-existent in the United States today, and that most rosin and turpentine is made from talloil, a byproduct of paper production.[11] Accordingly, market dynamics appear to have changed so substantially from those which existed many decades earlier that the factual conditions that underlay the decisions to enter this judgment no longer exist.

C. There Has Been No Public Opposition to Termination

The United States has provided adequate notice to the public regarding its intent to seek termination of the judgments. On April 25, 2018, the Antitrust Division issued a press release announcing its efforts to review and terminate legacy antitrust judgments, and noting that it would begin its efforts by proposing to terminate judgments entered by the federal district courts in Washington, D.C., and Alexandria, Virginia.[12] On July 13, 2018, the Antitrust Division listed the judgments in the above-captioned cases on its public website, describing its intent to move to

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[11] *See The Talloil Industry: 100 Years of Innovation*, 2014 PCA International Conference, https://c.ymcdn.com/sites/www.pinechemicals.org/resource/collection/C9836B4C-DDF1-4725-82D5-AAA0E89C2311/Michel_Baumassy_-_The_Tall_Oil_Industry_-_100_Years_of_Innovation.pdf, at 5.

[12] Press Release, *Department of Justice, Department of Justice Announces Initiative to Terminate "Legacy" Antitrust Judgments*, U.S. DEP'T OF JUSTICE (April 25, 2018), https://www.justice.gov/opa/pr/department-justice-announces-initiative-terminate-legacy-antitrust-judgments.

terminate the judgments.[13] The notice identified each case, linked to the judgment, and invited public comment. No comments were received.

IV. CONCLUSION

For the foregoing reasons, the United States believes termination of the judgments in each of the above-captioned cases is appropriate, and respectfully requests that the Court enter an order terminating them. A proposed order terminating the judgments in the above-captioned cases is attached as Appendix B.

Dated: March 26, 2019

Respectfully submitted,

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[13] *Judgment Termination Initiative*, U.S. DEP'T OF JUSTICE, https://www.justice.gov/atr/JudgmentTermination; *Judgment Termination Initiative: Georgia, Southern District*, U.S. DEP'T OF JUSTICE, https://www.justice.gov/atr/judgment-termination-initiative-georgia-southern-district (last updated Oct. 2, 2018).

APPENDIX A:

FINAL JUDGMENTS

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Savannah Cotton and Naval Stores Exchange, Inc., Turpentine and Rosin Factors, Inc., Pine Tree Products, Inc., Columbia Naval Stores Co. of Savannah, Georgia, Columbia Naval Stores Co. of Hazelhurst, Georgia, Columbia Naval Stores Co. of Fitzgerald, Georgia, Columbia Naval Stores Co. of Jesup, Georgia, and Columbia Naval Stores Co. of Tifton, Georgia., U.S. District Court, S.D. Georgia, 1950-1951 Trade Cases ¶62,929, (Oct. 18, 1951)

United States v. Savannah Cotton and Naval Stores Exchange, Inc., Turpentine and Rosin Factors, Inc., Pine Tree Products, Inc., Columbia Naval Stores Co. of Savannah, Georgia, Columbia Naval Stores Co. of Hazelhurst, Georgia, Columbia Naval Stores Co. of Fitzgerald, Georgia, Columbia Naval Stores Co. of Jesup, Georgia, and Columbia Naval Stores Co. of Tifton, Georgia.

1950-1951 Trade Cases ¶62,929. U.S. District Court, S.D. Georgia, Savannah Division. No. 559, Dated October 18, 1951.

Sherman Antitrust Act

Consent Decree—Price Fixing and Price Reporting Activities—Furnishing of Information Required—Amendment of Rules Required.—In a consent decree entered in a suit against a naval stores exchange and naval stores companies for conspiring to fix the price of crude gum, rosins, and turpentine and the posting of fictitious prices of such products, the exchange is enjoined from disseminating any price which is not a price at which such products were in fact, sold; is ordered to terminate, twelve months following entry of this decree, all activities unless within thirty days prior to the expiration of said twelve months the exchange moves the court to amend and the exchange establishes that the continued operation of the exchange is in the public interest; and is ordered to amend its rules and by-laws to prevent any member from purchasing on the exchange, prevent any member buying or processing crude gum or making first sales of the derivatives of crude gum from purchasing on the exchange, and require each member to report to a service designated by the United States Department of Agriculture such information as may be requested. The naval stores companies are enjoined from refusing to comply with the request of a service designated by the United States Department of Agriculture for information as may be requested, inducing any person to fail to comply with such requests, and buying on the exchange.

For the plaintiff: H. G. Morison, Assistant Attorney General; J. Saxton Daniel, United States Attorney; Sigmund Timberg, Allen A. Dobey, Wm. D. Kilgore, Jr., and John H. D. Wigger, Attorneys for the United States.

For the defendants: W. W. Douglas of Douglas, McWhorter and Adams, for the Columbia Naval Stores companies; Dunbar Harrison of Hitch and Harrison, for Turpentine and Rosin Factors, Inc. and Pine Tree Products, Inc.; Alex A. Lawrence of Bouhan, Lawrence, Williams and Levy, for Savannah Cotton and Naval Stores Exchange, Inc.

Final Judgment

SCARLETT, District Judge: [*In full text*] Plaintiff, United States of America, having filed its Complaint herein on October 11, 1950; defendants having filed their answers to the Complaint denying the substantive allegations thereof; and plaintiff and defendants by their attorneys having severally consented to the entry of this Final Judgment without adjudication of any issue of fact or law herein, and without admission by any defendant in respect of any such issue;

Now, therefore, before any testimony has been taken herein and without trial or adjudication of any issue of fact or law herein, and upon the aforesaid consent of all parties hereto, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Antitrust Act*]

This Court has jurisdiction of the subject matter herein and of all the parties hereto, and the Complaint states a cause of action against the defendants under Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", as amended.

II

[*Applicability of Judgment*]

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its officers, directors, members, agents, employees, subsidiaries, successors and assigns, any person having a controlling influence in such defendant, and all other persons acting under, through or for such defendant.

III

[*Definitions*]

As used in this Final Judgment:

(A) "Exchange" shall mean Savannah Cotton and Naval Stores Exchange, Inc., a corporation organized and existing under the laws of the State of Georgia;

(B) "Columbia defendants" shall mean defendants Columbia Naval Stores Company of Savannah, Georgia, Columbia Naval Stores Company of Hazelhurst, Georgia, Columbia Naval Stores Company of Fitzgerald, Georgia, Columbia Naval Stores Company of Jesup, Georgia, and Columbia Naval Stores Company of Tifton, Georgia, or any of them;

(C) "T & R defendants" shall mean defendants Turpentine and Rosin Factors, Inc. and Pine Tree Products, Inc., or either of them;

(D) "Crude gum" shall mean the gum originally produced by scarifying living pine trees;

(E) "Rosin and turpentine" shall mean gum rosin and gum turpentine obtained by distillation of crude gum, or either of them, or any grade thereof;

(F) "Person" shall mean an individual, partnership, firm, association, corporation, cooperative or other legal or business entity.

IV

[*Activities of Exchange Terminated*]

Defendant Exchange is ordered and directed to terminate, twelve months following entry of this Final Judgment, all activities of said defendant relating to rosin and turpentine, and is perpetually enjoined from thereafter conducting or engaging in, directly or indirectly, any such activities, unless the defendant Exchange moves this Court, within thirty days prior to the expiration of said twelve months, to amend this Section IV and, on such motion, the defendant establishes, and the Court finds, that the continued operation of the defendant Exchange is in the public interest. Any such motion by the defendant Exchange shall be upon reasonable notice to the Attorney General with an opportunity on the part of the latter to be heard.

V

[*Amendment of Rules of Exchange Ordered*]

(A) Defendant Exchange is ordered and directed forthwith to amend its rules, regulations and by-laws and to take such other steps as are necessary or appropriate to:

(1) Prevent any member, or any other person which sells or offers for sale any rosin or turpentine on the Exchange, from purchasing or bidding for, or causing to be purchased or bid for, directly or indirectly, any rosin or turpentine on the Exchange;

(2) Prevent any member or any other person engaged in, or having any affiliation whatsoever with any person engaged in, buying or processing crude gum or making first sales of the primary derivatives of crude gum, from purchasing or bidding for, or causing to be purchased or bid for, directly or indirectly, any rosin or turpentine on the Exchange;

(3) Require each member and each person authorized to buy or sell on the Exchange to report to an independent reporter or service designated by the United States Department of Agriculture such information as to purchases and sales of crude gum and rosin and turpentine as may be requested by said reporter or service.

(B) In the event that any member, or any other person authorized to buy or sell on the Exchange, refuses to comply with the reporting program referred to in subsection (A)(3) of this Section V, defendant Exchange is ordered and directed forthwith to expel such member from the Exchange, and to forbid that member or such other person, as the case may be, from utilizing, directly or indirectly, the facilities of the Exchange.

VI

[*Dissemination of Prices Prohibited*]

Defendant Exchange is perpetually enjoined and restrained from posting, publishing or disseminating any price for rosin or turpentine, including, but not limited to, any price based on weighted averages or any price for a grade based on prices for other grades, which is not the sales price at which rosin and turpentine were in fact sold on the Exchange.

VII

[*Refusing to Furnish Information Prohibted*]

Each of the Columbia defendants and T & R defendants is enjoined and restrained from:

(A) Refusing to comply with the request of an independent reporter or service designated by the United States Department of Agriculture for such information as to purchases and sales of crude gum and rosin and turpentine as may be requested by said reporter or service;

(B) Causing, coercing or inducing, in any manner, any person to fail to comply or cooperate with the request of an independent reporter or service designated by the United States Department of Agriculture for such information as to purchases and sales of crude gum and rosin and turpentine as may be requested by said reporter or service;

(C) Buying or bidding for, or causing to be bought or bid for, directly or indirectly, any rosin or turpentine on the defendant Exchange.

VIII

[*Notice of Judgment Ordered*]

Each defendant is hereby ordered and directed to give notice of terms of this Final Judgment to its officers, directors, members and subsidiaries, and to take such steps as are necessary to cause such persons to comply with said terms.

IX

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General, and on reasonable notice to any defendant, be permitted reasonable access, during the office hours of such defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents

in the possession or under the control of such defendant, relating to any of the matters contained in this Final Judgment and, subject to the reasonable convenience of such defendant, and without restraint or interference, to interview officers and employees of such defendant, who may have counsel present, regarding any such matters. For the purpose of securing compliance with this Judgment any defendant, upon the written request of the Attorney General or an Assistant Attorney General, shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the purpose of enforcement of this Judgment. No information obtained by the means permitted in this Section shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department except in the course of a legal proceeding for the purpose of securing compliance with this Final Judgment in which the United States is a party, or as otherwise required by law.

X

[*Jurisdiction Retained*]

Jurisdiction of this action is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Judgment, for the modification or termination of any of the provisions thereof, for the enforcement of compliance therewith and the punishment of violations thereof.

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Aero Mayflower Transit Company, Inc.; Allied Van Lines, Inc.; American Red Ball Transit Company, Inc.; Benton Brothers Drayage and Storage Company; Delcher Brothers Storage Company, Inc.; North American Van Lines, Inc.; Security Storage Company; Suddath Moving and Storage Co., Inc.; Suddath of Savannah, Inc.; United Van Lines, Inc.; Youmans Van and Storage Company, Inc.; Weathers Brothers Transfer Company, Inc.; Savannah Household Goods Movers Association; E. J. Benton, Sr.; Joseph L. Bradley; Leonidas T. Givens, Jr.; Charles W. Hammock; George S. Smith; Lott W. Youmans., U.S. District Court, S.D. Georgia, 1956 Trade Cases ¶68,526, (Sept. 20, 1956)

United States v. Aero Mayflower Transit Company, Inc.; Allied Van Lines, Inc.; American Red Ball Transit Company, Inc.; Benton Brothers Drayage and Storage Company; Delcher Brothers Storage Company, Inc.; North American Van Lines, Inc.; Security Storage Company; Suddath Moving and Storage Co., Inc.; Suddath of Savannah, Inc.; United Van Lines, Inc.; Youmans Van and Storage Company, Inc.; Weathers Brothers Transfer Company, Inc.; Savannah Household Goods Movers Association; E. J. Benton, Sr.; Joseph L. Bradley; Leonidas T. Givens, Jr.; Charles W. Hammock; George S. Smith; Lott W. Youmans.

1956 Trade Cases ¶68,526. U.S. District Court, S.D. Georgia, Savannah Division. Civil Action No. 814. Dated September 20, 1956. Case No. 1241 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Department of Justice Enforcement and Procedure—Injunctive Relief—Consent Decrees —Decree Entered Only on Consent of Defendants.—In a Government antitrust action, a judgment prohibiting price fixing and requiring the dissolution of an association was entered by the court with the consent of the defendants but without the consent of the Government. The judgment recited that the defendants consented to the entry of the judgment without trial or adjudication of any issue of fact and without admitting the commission of any illegal acts as charged in the complaint.

Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief —Dissolution of Association.—A household goods movers' association was ordered to be dissolved in a decree entered with the consent of the defendants but without the consent of the Government. The members of the association were prohibited from organizing any new association having as its object or purpose the unlawful fixing or quoting of rates to the United States Government for the interstate movement or storage of household goods of military personnel transferred from military installations in or near Savannah, Georgia.

Combinations and Conspiracies—Consent Decree—Practices Enjoined—Price Fixing —Household Goods Movers.—Movers of household goods, a trade association, and certain officers of the movers and the association were prohibited by a decree, entered with the consent of the defendants but without the consent of the Government, from entering into any understanding to unlawfully fix, stabilize, or tamper with price quotations to the United States Government for the interstate movement of household goods of military personnel transferred from military installations in or near Savannah, Georgia.

For the plaintiff: William C. Calhoun, United States Attorney, Southern District of Georgia, Augusta, Ga.; and Willard R. Memler, Attorney, Department of Justice, Washington, D. C.

For the defendants: Harlan, Russell, Moye & Richardson, by Charles A. Moye, Jr., Atlanta, Ga., for Aero Mayflower Transit Co., Inc.; Hitch & Harrison, by Robert M. Hitch, Savannah, Ga., for Allied Van Lines, Inc.;

James L. Flemister, Atlanta, Ga., for American Red Ball Transit Co., Inc., and Weathers Bros. Transfer Co., Inc.; Myrick & Myrick, Savannah, Ga., for Benton Bros. Drayage & Storage Co., E. J. Benton, Sr., and Joseph L. Bradley; Kitchens & Schwartz, by Leo Kitchens, Jacksonville, Fla., for Delcher Bros. Storage Co. and George S. Smith; Allyn M. Wallace, Savannah, Ga., for Youmans Van & Storage Co., Savannah Household Goods Movers Assn., and Lott W. Youmans; Miller & Beckman, by John B. Miller, Savannah, Ga., for Charles W. Hammock and Leonidas T. Givens, Jr.; Corish & Alexander, by Julian F. Corish, Savannah, Ga., for North American Van Lines, Inc.; Douglas, Adams & Adams, by A. Pratt Adams, Savannah Ga., for Security Storage Co.; O. C. Beakes, Jacksonville, Fla., for Suddath Moving & Storage Co., Inc. and Suddath of Savannah, Inc.; and Frank S. Cheatham, Jr., Savannah, Ga., for United Van Lines, Inc.

Judgment

[*Consent of Defendants*]

F. M. SCARLETT, District Judge [*In full text*]: The above case having come on for trial in Brunswick, Georgia on July 2, 1956, and the defendants, by their counsel, having consented to the entry of this judgment without trial or adjudication of any issue of fact and without admitting the commission of any illegal acts as charged in the complaint,

It is hereby ordered, adjudged and decreed:

[*Fixing of Price Quotations*]

1. That each of the defendants and all persons bona fide acting under, through or on behalf of them or any of them, be perpetually enjoined and restrained from unlawfully entering into, adhering to, renewing, maintaining or furthering, directly or indirectly, or inducing others to enter into any contract, agreement, understanding, plan or program or common course of action to unlawfully fix, stabilize or tamper with price quotations to the United States Government for the interstate movement of household goods of military personnel transferred from military installations in or near Savannah, Georgia.

[*Dissolution of Association*]

2. That the defendant Savannah Household Goods Movers Association be dissolved and the defendant members thereof be perpetually enjoined from organizing any new or other association or associations having as their object or purpose the unlawful fixing or quoting of rates to the United States Government for the interstate movement or storage of household goods of military personnel transferred from military installations in or near Savannah, Georgia.

APPENDIX B:

PROPOSED ORDER TERMINATING FINAL JUDGMENTS

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF GEORGIA

UNITED STATES OF AMERICA, Plaintiff, v. SAVANNAH COTTON AND NAVAL STORES EXCHANGE, INC., ET AL., Defendants;	Case No.: Civ. 559

UNITED STATES OF AMERICA, Plaintiff, v. AERO MAYFLOWER TRANSIT COMPANY, INC., ET AL., Defendants.	Case No.: Civ. 814

[PROPOSED] ORDER TERMINATING FINAL JUDGMENTS

The Court having received the motion of plaintiff United States of America for termination of the final judgments entered in the above-captioned cases, and the Court having considered all papers filed in connection with this motion, and the Court finding that it is appropriate to terminate the final judgments, it is

ORDERED, ADJUDGED, AND DECREED:

That said final judgments are hereby terminated.

Dated: _____

_____
J. RANDAL HALL
United States District Judge
Southern District of Georgia