

**U. S. v. WICKWIRE SPENCER STEEL CORPORATION.**

**IN THE DISTRICT COURT OF THE UNITED STATES FOR  
THE SOUTHERN DISTRICT OF NEW YORK.**

In Equity No. 23-227.

**UNITED STATES OF AMERICA, PETITIONER,**

**VS.**

**WICKWIRE SPENCER STEEL CORPORATION, BROMWELL  
BRUSH & WIRE GOODS COMPANY, INC., HAMBLIN &  
RUSSELL MANUFACTURING COMPANY, INC., THE F. J.  
MEYERS MANUFACTURING COMPANY, INC., STUBER &  
KUCK COMPANY, INC., NATIONAL ENAMELING & STAMP-  
ING COMPANY, INC., DEFENDANTS.**

**FINAL DECREE.**

This cause came on to be heard at this term, and upon consideration thereof, and upon motion of the petitioner, by William Hayward, United States Attorney for the Southern District of New York, its attorney, and Henry A. Guiler, Special Assistant to the Attorney General, of Counsel, for relief in accordance with the prayer of the petition, and the defendants, Wickwire Spencer Steel Corporation, Bromwell Brush & Wire Goods Company, Inc., Hamblin & Russell Manufacturing Company, Inc.,

The F. J. Meyers Manufacturing Company, Inc., and Stuber & Kuck Company, Inc., having appeared therein by their signatures attached to said decree and having consented thereto in open court:

Now, therefore, it is ORDERED, ADJUDGED AND DECREED as follows, viz:

I. That the defendants, Wickwire Spencer Steel Corporation, Bromwell Brush & Wire Goods Company, Inc., Hamblin & Russell Manufacturing Company, Inc., The F. J. Meyers Manufacturing Company, Inc., and Stuber & Kuck Company, Inc., and each of them, and their officers, agents, servants and employees, and all persons acting under, through, by or in behalf of them or either of them, be and hereby are ordered and directed to cease and forever discontinue carrying into effect and executing the so-called reporting plan of said Wire Goods Exchange, as set out in its declaration of purpose, articles of association, by-laws, standing resolutions and official rulings, which are for greater certainty hereto annexed and marked Exhibit "A"; and be and hereby are also enjoined from communicating directly or indirectly among themselves, information with reference to their individual production and sales of wire goods ware and prices, quotations of price, terms and conditions of sale made or to be made by them or any of them, provided, however, that nothing herein contained shall be construed to prohibit casual or isolated communications.

II. That said defendants, their officers and agents, be and hereby are ordered and directed to forthwith dissolve and forever discontinue said Wire Goods Exchange and be and hereby are enjoined from forming any like exchange or association to continue or accomplish the acts hereby enjoined.

III. That said defendants, their officers and agents, be ordered and directed to forthwith dissolve and forever discontinue said Central Wire Goods Company, Inc., and be enjoined from forming or organizing any like company, corporation or concern.

IV. That said defendants, their officers and agents, be ordered and directed to forthwith cancel and forever discontinue said licensing and copy-right agreements; and be enjoined from forming or participating in any like agreements, and from, directly or indirectly, pooling said patents or copy-rights

V. That the said defendants, each of them, and their officers, agents, servants, employees, and all persons acting under, through, by or in behalf of them, or any of them, or claiming so to act, be and hereby are perpetually enjoined, restrained and prohibited from directly or indirectly,

(a) Agreeing to, fixing, establishing or maintaining in any manner whatsoever among themselves, the prices to be charged for said wire goods ware, such as flour sifters, corn poppers, fly traps, dish covers, and other like articles.

(b) Agreeing to, fixing, establishing or maintaining among themselves uniform prices for wire goods ware such as flour sifters, corn poppers, fly traps, dish covers, and other like articles.

(c) Agreeing among themselves, or with others, to advance prices to purchasers of said articles, or advising or communicating with each other as to proposed advances in prices, or in any way circulating among themselves information concerning or relating to such proposed advances; provided, however, that nothing herein contained shall prevent any of the said defendants acting independently from selling or offering for sale its goods to any other of the said defendants in a bona fide transaction.

(d) Agreeing to, fixing, establishing or maintaining among themselves or with others the terms, freight allowances, conditions or policies which should obtain with respect to the sale or disposal of said wire goods ware, such as flour sifters, corn poppers, fly traps, dish covers, and other like articles.

(e) Aiding, abetting or assisting, individually or collectively, others to do all or any of the matters or things hereinbefore set out.

(f) That jurisdiction of this case be and hereby is retained for the purpose of enforcing this decree and for the purpose of enabling the parties to apply to the court for modifications hereof if it be hereafter shown to the satisfaction of the court that the provisions hereof have become inadequate, inappropriate or unnecessary.

Dated, New York, March 20, 1922.

JNO. C. KNOX,  
*United States District Judge.*

#### EXHIBIT "A".

#### WIRE GOODS EXCHANGE.

##### Declaration of Purpose.

#### ARTICLES OF ASSOCIATION and BY-LAWS.

#### WIRE GOODS EXCHANGE.

##### Declaration of Purpose.

WHEREAS, the manufacture and sale of Wire Goods has become a large and growing industry in which a large number of persons is engaged, and

WHEREAS, it is desirable to extend the use of said goods in the United States and in foreign countries, for the benefit of the persons engaged in such manufacture and of the trade and consumers generally, and

WHEREAS, it is desirable in this connection systematically to collect, compile and distribute detailed statistical information regarding the manufacture, sale, cost of production and the consumption of said articles, and prices actually realized therefor, and

WHEREAS, the various objects heretofore set forth cannot be accomplished without co-operation in the compilation, collection and distribution of such statistics,

THEREFORE, the parties associated have formed this

Exchange and adopted this Declaration of Purpose and these By-Laws with intent as follows:

1. To learn by open discussion the needs and demands of the trade in various localities and the volume and general condition of trade actually done in the various kinds of goods sold.

2. To collect and disseminate to all parties interested accurate statistical information along these lines.

3. To standardize as far as possible the cost systems in use and to give each member the benefit of discoveries or plans leading to a lowering of costs of manufacturing and marketing.

4. To co-operate with customers and with each other in the effort to eliminate unfair and fraudulent practices and methods.

5. To bring trade conditions out into the open so that intelligent and open discussion and accurate information may benefit manufacturers, sellers and consumers.

6. To have it thoroughly understood by members and all others that all information reported to the Exchange or distributed by it is purely statistical and pertains only to past and closed transactions; and that it is no part of the purpose of this Exchange to furnish any facilities or assistance to any act which can be construed to intend a restraint of trade, monopoly, or the interference in any way with the right and power of any member or any other person to do business anywhere, at any price or in any manner such individual shall determine; and that no part of the machinery of this Exchange will be permitted to be used to fix prices for the sale of goods or to divide territory or to limit production or distribution or to limit or control competition; and no information shall be collected or distributed respecting any price any member intends or expects to ask.

#### ARTICLES OF ASSOCIATION. and BY-LAWS.

I.

TITLE.

The title of this exchange shall be the  
WIRE GOODS EXCHANGE.

II.

OFFICERS.

The Officers and their respective duties shall be as follows:

1. A President to be elected by the Exchange. His duties shall be to preside at all meetings of the Exchange and to appoint all committees not otherwise provided for. He shall have the power to call a meeting of the Executive Committee and, with the approval of the Executive Committee, may call a special meeting of the Exchange; and he shall call such special meeting upon written request of any three members of the Exchange, to be held within two weeks from receiving such request. He shall be ex-officio a member of all committees.

2. A Vice-President to be elected by the Exchange, who shall discharge the duties of the President in the absence or disability of the latter.

3. A Secretary to be appointed by the Executive Committee for such time and at such terms as the Committee may determine. He shall keep an accurate record of all business of the Exchange; record the proceedings of the meetings of the Exchange and of the Executive Committee; give members notice of meetings; examine and pay all just bills of the Exchange; notify members of assessments due; keep an accurate record of the finances of the Exchange and preserve vouchers relating thereto; conduct the general correspondence of the Exchange; collect and distribute such statistical information as may be required under the rules or resolutions of the Exchange; and shall collect all moneys due the Exchange and deposit them in such bank or banks as from time to time the Executive Committee may designate.

4. An Executive Committee consisting of the President and three members to be elected by the Exchange, which shall act for the Exchange in intervals between meetings.

5. The term of office of all elective officers shall be one year or until their successors shall have been respectively elected and have qualified.

III.

MEMBERSHIP.

All persons, firms or corporations engaged in the manufacture of Wire Goods may be elected to membership by majority vote of the members present at a regular or special meeting of the Exchange. Any member failing to comply with the rules and regulations of the Exchange may upon recommendation of the Executive Committee, approved by a majority of the members of the Exchange, be suspended or dropped from membership.

IV.

MEETINGS.

Regular meetings of the Exchange shall be held at such time and place as may be called by the Secretary, with the approval of the Executive Committee. A majority of the members of the Exchange shall constitute a quorum. A meeting held in August of each year shall be the annual meeting, at which officers shall be elected.

V.

REVENUES.

The Exchange will have no other revenue than that required for the payment of the salary of the Secretary and such traveling and other expenses as may be incurred and authorized from time to time by the Exchange or the Executive Committee. An initiation fee of \$100 shall be paid by each member. Such other funds as are needed shall be raised by assessments on the members to be fixed in amount and time of payment by the Secretary; and when made, such assessments shall be paid by the members to the Secretary and accounted for by him. The amount as-

essed against members shall be based upon their respective sales, but shall in no case be less than \$200 per year. Each member shall, unless suspended or dropped from membership by the Exchange be liable for at least one full year's assessments in addition to the initiation fee.

## VI.

### ORDER OF BUSINESS.

The order of business shall be as follows:

1. Calling of the roll,
2. Reading minutes,
3. Election of new members,
4. Reports of officers,
5. Reports of committees,
6. Communications,
7. Unfinished business,
8. New business.

## VII.

### PUBLICITY PLAN.

For the purpose of collecting and distributing to the members statistical data relative to past transactions, volume of trade and general and special movements in the trade in the United States and abroad, demand for goods and range of prices secured for products, and other statistics of interest, the Exchange adopts the following plan of publicity:

The reports by members to Secretary on blanks furnished by the Exchange shall be as follows:

*First*—On each business day a transcript of all orders, and specifications against contracts, received and accepted since last report, including those held for decisions as to credits, showing

- (a) Actual date on which specifications were given by buyer.
- (b) Name and address of purchaser and to whom to be shipped.
- (c) Date of contract, if any, on which specifications apply.

(d) Quantity and price with name, number or size of each item.

(e) Freight allowance and terms of payment.

(f) Prompt shipment, or instructed date for shipment.

Members are permitted to combine on one blank, small orders sold locally at same prices.

*Second*—On each business day a statement of contracts or orders without specifications, received and accepted since last report, including those held for decisions as to credits, showing

(a) Actual date on which contract was given by buyer.

(b) Name and address of purchaser and to whom to be shipped.

(c) Maximum quantity by count or value with price of items which may be included.

(d) Freight allowance and terms of payment.

(e) Date by which last shipment is to be made.

*Third*—The foregoing shall be accompanied by a statement signed by an executive officer of the member reporting, or by someone acting for him, that the orders or contracts therewith are all that have been accepted since last report.

*Fourth*—On each business day a statement covering period since last report, of allowances or rebates paid or credited to customers, cancellations, or changes made on or in connection with orders or contracts previously reported.

*Fifth*—On each business day, exact copies of all invoices serially numbered, covering every shipment or delivery made that day, showing the exact prices and terms at which the goods were sold, also in like manner, copies of all credits or debits as issued.

At the end of every month, each member shall send to the Secretary a report detailing all invoices and credits issued that month together with a sworn statement that the report is an accurate and complete record of the month's transactions.

*Sixth*—All reports of orders and contracts shall be made by members on blanks to be furnished by the Exchange and shall be serially numbered, and shall show by name or number, the member reporting.

*Seventh*—The lines of goods to be reported shall be such as the Exchange shall from time to time direct.

#### THE SECRETARY'S REPORTS TO MEMBERS.

*First*—By the 10th of each month, or as soon as all figures are received, the value of aggregate shipments during the previous month.

*Second*—On each business day a bulletin of orders as reported by each member, which shall show the seller, also each item of goods and the quantity, price and destination. Name of buyer not shown. However, should any member, for a good and sufficient reason, desire to know the name of the buyer in any particular transaction, it is to be furnished by the Secretary upon request.

*Third*—On each business day a summary of contracts as reported by each member, which shall show as to each contract, the information contained in the member's report.

*Fourth*—On each business day a summary of adjustments as reported by members, which shall show any adjustments or changes affecting substantially the order or contract as originally reported.

*Fifth*—Provided, however, with respect to preceding Paragraphs—"First," "Second," "Third" and "Fourth"—that the reports, bulletins, etc. shall be so arranged that each line of goods appears on separate sheets, and to each member shall be sent only such sheets as cover the line of goods made by that member.

#### VIII.

#### AMENDMENTS.

The foregoing By-Laws may be amended at any regular or special meeting by two-thirds of all the members

present, provided ten days' notice of the proposed change shall previously have been sent to each member.

#### WIRE GOODS EXCHANGE STANDING RESOLUTIONS.

#### STANDING RESOLUTIONS.

1. The Secretary shall, in his daily reports to members, specify in red, orders sold to—

Ault Wooden Ware Co.,  
Baltimore Bargain House,  
Bleknep Hdwe & Mnfg. Co.,  
H. Belmar Co.,  
Butler Bros.,  
Cincinnati Mfg. Co.,  
Crunden Martin Mfg. Co.,  
Samuel Cupples W. W. Co.,  
L. Gould & Co.,  
Hibbard Spencer Bartlett & Co.,  
Hutchins, Kilbourne Co.,  
C. B. Rouss,  
Shapleigh Hdwe Co.,  
Simmons Hdwe Co.,  
Wire Goods Co.

2. With his first report of orders, each member shall report all unexpired contracts accepted prior thereto, which include goods covered by the Exchange, in the manner and on the forms as provided for contracts in the By-Laws.

3. Sales made by one member of the Exchange to another shall not be reported to the Exchange.

4. Until further notice, the goods to be reported by members are as follows—

Wire Corn Poppers,  
Fly Traps,  
Wire Dish Covers.

(additional items may be added.)

5. For convenience and brevity in making reports, the following freight allowance, which has for a long time

past been customary in this industry, shall be referred to as "Standard." Nothing herein shall be construed, however, as preventing any member selling upon such conditions as to freight allowance that he wishes; but when any freight allowance other than "Standard" is used, the particulars shall be shown.

#### STANDARD FREIGHT ALLOWANCE.

On shipments of Corn Poppers or Fly Traps consisting of one gross or more, or when shipped with other goods making weight sufficient for proper shipment, full freight is allowed to all points on or north of the Ohio River, West Virginia and Virginia, and to all points on or east of the Mississippi River as far north as the latitude of Milwaukee. To points outside these limits, actual freight is allowed not exceeding 50¢ per hundred lbs.