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**APPENDIX A:
FINAL JUDGMENTS**

UNITED STATES v. THE TRANS-MISSOURI FREIGHT ASS'N

Civil No. 6799

Year Judgment Entered: 1897

UNITED STATES v. TRANS-MISSOURI FREIGHT
ASSOCIATION.

IN THE CIRCUIT COURT OF THE UNITED STATES
FOR THE
DISTRICT OF KANSAS

UNITED STATES OF AMERICA
VS.
THE TRANS-MISSOURI FREIGHT ASSOCIATION ET AL.

Civil No. 6799.

This cause having been heretofore, to wit, on the 1st day of August, 1892, submitted on bill and the answers of the several defendants thereto, and argued by counsel for the respective parties and taken under advisement by the court;

Now, therefore, on consideration thereof, it is ordered, adjudged, and decreed that the complainant's bill of complaint be, and the same is hereby, dismissed.

JOHN A. RINER, *Judge*.

Filed November 28, 1892.

UNITED STATES OF AMERICA, DISTRICT OF KANSAS.

At a term of the Circuit Court of the United States of America, for the District of Kansas, began and held at the city of Leavenworth, in said district, on Monday the 7th day of June, A. D. 1897, proceedings were had and appear of record in words and figures as follows, to wit:

Civil 6799

MONDAY, JUNE 7, 1897.

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DECREES AND JUDGMENTS

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TRANS-MISSOURI FREIGHT ASSOCIATION, THE ATCHISON TOPEKA & SANTA FE RAILROAD COMPANY, THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, THE CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, THE BURLINGTON AND MISSOURI RIVER RAILROAD COMPANY IN NEBRASKA, THE DENVER & RIO GRANDE RAILROAD COMPANY, THE DENVER & RIO GRANDE WESTERN RAILWAY COMPANY, THE FREMONT, ELKHORN AND MISSOURI VALLEY RAILROAD COMPANY, THE KANSAS CITY, FORT SCOTT AND MEMPHIS RAILROAD COMPANY, THE KANSAS CITY, ST. JOSEPH AND COUNCIL BLUFFS RAILROAD COMPANY, THE MISSOURI PACIFIC RAILWAY COMPANY, THE SIOUX CITY & PACIFIC RAILROAD COMPANY, THE ST. JOSEPH & GRAND ISLAND RAILROAD COMPANY, THE ST. LOUIS & SAN FRANCISCO RAILWAY COMPANY, THE UNION PACIFIC RAILWAY COMPANY, THE UTAH CENTRAL RAILWAY COMPANY, THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, THE CHICAGO, KANSAS & NEBRASKA RAILROAD COMPANY, AND THE DENVER, TEXAS & FORT WORTH RAILROAD COMPANY, DEFENDANTS.

DECREE.

This cause came on to be heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed as follows, viz:

That the defendants, the Missouri, Kansas & Texas Railway Company, the Chicago, Kansas & Nebraska Railway Company, and the Denver, Texas & Fort Worth Railroad Company having filed answers denying that they were members of the Trans-Missouri Freight Association and said answers not being controverted, the bill as to said defendants last named is dismissed.

It is further ordered, adjudged, and decreed that the Trans-Missouri Freight Association be, and the same

U. S. v. TRANS-MISSOURI FREIGHT ASSOCIATION 7

hereby is, dissolved, and the contract or memorandum of agreement of March 15, 1889, partially set out in the bill, and full copy of which is attached to the answer of the Atchison, Topeka & Santa Fe Railroad Company, be, and the same hereby is, annulled and held for naught; and the said defendants, the Atchison, Topeka & Santa Fe Railroad Company; the Chicago, Rock Island & Pacific Railway Company; the Chicago, St. Paul, Minneapolis & Omaha Railway Company; the Burlington & Missouri River Railroad Company in Nebraska; the Denver & Rio Grande Railroad Company; the Denver & Rio Grande Western Railway Company; the Fremont, Elkhorn & Missouri Valley Railroad Company; the Kansas City, Fort Scott & Memphis Railroad Company; the Kansas City, St. Joseph & Council Bluffs Railroad Company; the Missouri Pacific Railway Company; the Sioux City & Pacific Railroad Company; the St. Joseph & Grand Island Railroad Company; the St. Louis & San Francisco Railway Company; the Union Pacific Railway Company; and the Utah Central Railway Company, and all and each of them, be, and they hereby are, forever enjoined and prohibited from further agreeing, combining, conspiring, or acting together to maintain rules, regulations, and rates for carrying freight upon their several lines of railroad so as to hinder trade and commerce between the States and Territories of the United States, and that said defendants last named, and each of them, be, and they hereby are, perpetually enjoined and prohibited from entering into, or continuing in, any combination, association, or conspiracy to deprive the people engaged in trade and commerce between and among the States and Territories of the United States of such facilities and rates and charges of freight transportation as will be afforded by free and unrestrained competition between the several lines of railroad owned or operated by said last-named defendants; and that said last-named defendants, and each of them, be, and they hereby are, perpetually enjoined and prohibited from agreeing, combining, conspiring, or acting together to monopolize the freight traffic arising from the trade and commerce between the

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DECREES AND JUDGMENTS

States and Territories of the United States; and from agreeing, combining, conspiring, or acting together to prevent either or any of their codefendants or any other carrier of freight traffic from carrying and transporting freight and commodities in the trade and commerce between the States and Territories of the United States at such rates as shall be voluntarily fixed by the officers and agents of each of said defendants acting independently and separately in its own behalf.

And it is further ordered, adjudged, and decreed that the complainant have and recover from the defendants its costs in this behalf expended, taxed atdollars, and that unless the same be paid within 90 days from this date that an execution issue therefor.

CASSIUS G. FOSTER, *Judge.*

UNITED STATES v. SOLVAY PROCESS CO.

Civ. No. 2046

Year Judgment Entered: 1944

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Solvay Process Company and Solvay Sales Corporation., U.S. District Court, D. Kansas, 1944-1945 Trade Cases ¶57,229, (Mar. 14, 1944)

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United States v. Solvay Process Company and Solvay Sales Corporation.

1944-1945 Trade Cases ¶57,229. U.S. District Court, D. Kansas, Second Division. Civil Action No. 2046. March 14, 1944.

A consent decree is entered in an action under the anti-trust laws, enjoining defendant manufacturers of soda ash from maintaining without operating, or from threatening to acquire, facilities for the manufacture of soda ash for the purpose of preventing a competitor from producing soda ash, and from constructing or otherwise acquiring facilities for the manufacture of soda ash in Kansas unless permitted by the Court upon a finding that such construction or acquisition will not unreasonably prevent a competitor from producing soda ash.

For plaintiff Lester Luther, Asst. U. S. Attorney; Wendell Berge, Asst. Attorney General; Robert L. Wright, Special Asst. to the Attorney General.

For defendants: H. M. Langworthy and Langworthy, Matz & Linde by H. M. Lang-worthy; Wright, Gordon, Zachry, Parlin & Cahill by George Nebolsine.

Decree entered by Guy T. Helvering, U. S. District Judge.

Final Judgment

The United States of America having filed its complaint herein on the 24th day of June 1942 against the defendants named herein, and all of the defendants having appeared severally and filed their answers to such complaint, denying the substantive allegations thereof, and all the parties hereto by their respective attorneys herein having severally consented to the entry of this final judgment herein without trial or adjudication of any issue of fact or law and without admission by the defendants in respect to any such issue except that a controversy to which this judgment is applicable exists and that the Court has jurisdiction, and it appearing from the defendants' answer that the defendant Solvay Process Company has now dismantled the soda ash plant at Hutchinson, Kansas, described in the complaint and divested itself of all ownership and control of the real estate and facilities in the State of Kansas which were connected with the production of soda ash without any restriction as to the future use thereof;

Now, therefore, before any testimony has been taken herein and on consent of all of the parties hereto, and the Court being advised and having considered the matter, it is hereby ordered and decreed as follows:

I

[Jurisdiction and Cause of Action]

That the Court has jurisdiction of the subject-matter and of all the parties hereto; and that the complaint states a cause of action against the defendants under the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and the Acts amendatory thereof and supplemental thereto.

II

[Activities Enjoined]

Each of the defendants and each of their successors, affiliates, subsidiaries, directors, officers, and employees and agents, and all persons acting under, or for them, or any of them, are hereby enjoined and restrained from

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maintaining without operating or from threatening to acquire facilities for the manufacture of soda ash and for the purpose of restraining or preventing a competitor or competitors or a potential competitor or competitors from producing soda ash.

III

Each of the defendants and each of their successors, affiliates, subsidiaries, directors, officers, and employees and agents, and all persons acting under, through, or for them, or any of them, are hereby enjoined and restrained from constructing or otherwise acquiring facilities for the manufacture of soda ash in the State of Kansas, provided, that if the Court is satisfied upon a showing by the defendants herein that such construction or other acquisition will not unreasonably restrain or prevent a competitor or competitors or a potential competitor or competitors from producing soda ash, the Court may, upon such terms and conditions as may be appropriate, permit such construction or acquisition.

IV

[Access of Department of Justice to Records, Interviews and Reports]

For the purpose of securing compliance with this 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 the defendants made to the principal office of the defendants, be permitted, subject to any legally recognized privilege, (1) access during the office hours of the defendants to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendants, relating to any matters contained in this Judgment; (2) without restraint or interference from the defendants, to interview officers or employees of the defendants who may have counsel present, regarding any such matters; and (3) the defendants, on any such request, shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this Judgment, provided, however, that information obtained by the means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this Judgment in which the United States is a party or as otherwise required by law.

V

[Jurisdiction Retained]

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

VI

[Decree to Have No Effect on Activities Outside U. S.]

This decree shall have no effect with respect to operations or activities outside the United States, its territories and the District of Columbia.

UNITED STATES v. NATIONWIDE TRAILER RENTAL SYSTEM, INC.

Civ. No. W-655

Year Judgment Entered: 1956

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	
)	
vs.)	Civil Action
)	
NATIONWIDE TRAILER RENTAL SYSTEM, INC., GEORGE A. CROFT, SR., and S. E. SIMON,)	No. W-655
)	Entered February 7, 1956
Defendants)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on August 28, 1953; the defendants having appeared herein and filed their answers to said complaint on October 22, 1953 and their amended answer on April 15, 1954; and this cause having come on for trial March 7, 1955, and said trial having been completed March 16, 1955; and the Court having filed its findings of fact and conclusions of law on July 2, 1955.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states a cause of action against the defendants and each of them under Section 1 of the Act of Congress of the 2nd of July 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "One-way trailers" means any two or four-wheel trailers of various sizes suitable and intended for use with passenger automobiles,

to transport personal goods and other property from one place to another. One-way trailers do not include housetrailers.

(B) "One-way trailer rentals" means rentals of trailers made under terms and conditions which enable the renter to surrender the trailer to an operator at a designated station in the city of the renter's destination.

(C) "Operators" means owners of one-way trailers who operate lots at which one-way trailers are rented or returned.

(D) "Class C stations" means individuals, firms or corporations not owning any one-way trailers but conducting a trailer rental business as a subsidiary station or agent of an operator who is a member of defendant Nationwide.

(E) "Nationwide" means Nationwide Trailer Rental System, Inc., a defendant in this cause.

III

The defendants, and each of them, have violated and are now violating Section 1 of the Act of Congress of July 2, 1890 (26 Stat. 209, 15 U.S.C. Sec. 1) entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," as amended, commonly known as the Sherman Act, by engaging in a combination and conspiracy to restrain competition in the trade and commerce among the several States of the United States in one-way trailer rentals.

IV

The provisions of this Final Judgment applicable to defendant Nationwide shall apply to that defendant and to the officers, directors, agents, members, employees, successors and assigns of said defendant.

V

The defendant Nationwide is enjoined and restrained from:

(A) Adopting, continuing, enforcing or adhering to any by-law, regulation, instructions, rule, requirement, understanding, plan or program which, directly or indirectly, requires or suggests that any

operator shall follow or adhere or conform to any list or schedule of rental rates or of suggested rental rates for one-way trailers, or by any other means fixing, determining, suggesting or maintaining rates or other terms or conditions for rental of one-way trailers; provided, however, that any one-way trailer operator, as to trailers owned by him, may determine and communicate to other one-way trailer operators the rate or rates at, and the terms and conditions under which such one-way trailers may be rented or the rentals divided between the owner and the renter of such trailers; and provided, further, that the defendant Nationwide may provide that each member receiving rentals for one-way trailers owned by any other member or by any non-member shall pay a certain, uniform part or percentage of such rentals to the trailer owner;

(B) Establishing or allocating exclusive territories or exclusive locations for one-way trailer operators, or in any other manner restricting, or preventing, or attempting to restrict or prevent any persons from engaging in the trade of one-way trailer rentals at any place or places of his choosing;

(C) Restricting or preventing, or attempting to restrict or prevent any person from dealing with any other person or group of persons engaged in the trade of one-way trailer rentals;

(D) Hindering, restricting, or preventing any person from joining or remaining a member of any association or organization of one-way trailer operators.

VI

Defendant Nationwide is ordered and directed to:

(A) Grant uniform and non-discriminatory membership in Nationwide, upon written application therefor, to any one-way trailer operator; provided that the applicant;

(1) agrees to meet and meets his financial obligations to defendant Nationwide, to members of said defendant, and to the public; and

(2) agrees to maintain and maintains adequate standards for the safety of one-way trailers.

(B) Provide in its by-laws that any member of Nationwide may be expelled only upon substantial proof to the Board of Directors of defendant Nationwide that such member:

(1) substantially violated the lawful by-laws of Nationwide; or

(2) failed to fulfill his financial obligations to Nationwide or its members.

(C) Provide in its by-laws that a member may be suspended temporarily by the Board of Directors and expelled by a majority of the members present at a meeting; provided that such member be given notice, a hearing, and the right to appeal from a suspension, and that, upon his request, the Board of Directors shall put the matter of his expulsion on the agenda of the first membership meeting following such request;

(D) Within 120 days after the date of entry of this Final Judgment, to amend its by-laws so as to bring them into conformity with this Final Judgment;

(E) Within 60 days after the date of entry of this Final Judgment to eliminate from its Rules, Lease Forms, and Rental Instructions any provisions that are inconsistent with the provisions of this Final Judgment;

(F) Within 30 days from the date of entry of this Final Judgment to mail to each of its present members and to each existing Class C station a copy of this Final Judgment;

(G) For a period of five years commencing on the date of entry of this Final Judgment, to mail a copy of this Final Judgment to each new member and to each newly created Class C station.

VII

For the purpose of securing compliance with this Final Judgment and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and upon reasonable notice to the principal office of defendant Nationwide, be permitted, subject to any legally recognized privilege:

(A) access, during the office hours of said defendant, to all books, ledgers, accounts, correspondence, memoranda, minutes, and other records and documents in the possession or under the control of said defendant relating to any of the matters contained in this Final Judgment, and

(B) subject to the reasonable convenience of the said defendant and without restraint or interference from it, to interview officers and employees of said defendant, who may have counsel present, regarding such matters.

VIII

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

IX

Judgment is entered against the defendants for all costs to
be taxed in this proceeding.

Dated February 7, 1956.

/s/ Delmas C. Hill
United States District Judge

UNITED STATES v. SOCONY MOBIL OIL CO.

Civ. No. 2487

Year Judgment Entered: 1969

UNITED STATES DISTRICT COURT

DISTRICT OF KANSAS

[KANSAS CITY DOCKET]

UNITED STATES OF AMERICA,

Plaintiff,

v.

SOCONY MOBIL OIL COMPANY, INC.;
SKELLY OIL COMPANY; THE CONSUMERS
COOPERATIVE ASSOCIATION; AMERICAN
PETROFINA COMPANY OF TEXAS; UNION
ASPHALTS & ROAD OILS, INC.; THE
AMERICAN OIL COMPANY; APCO OIL
CORPORATION; and PHILLIPS PETROLEUM
COMPANY,

Defendants.

CIVIL ACTION

No. 2487

Entered: July 24, 1969

FINAL JUDGMENT

The plaintiff, United States of America, having filed its Complaint herein on April 5, 1966, and all defendants, by their attorneys, having consented to the entry of a Final Judgment herein against them without trial or adjudication of any issue of fact or law herein, and without admission by them with respect to any such issue and this Court having determined, pursuant to Rule 54 (b) of the Federal Rules of Civil Procedure, that there is no just reason for delay in entering a Final Judgment as to all of plaintiff's claims asserted in said Complaint against these defendants;

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NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon the consent of the United States of America and the said defendants, the Court hereby determines that the proceeding herein is terminated as to said defendants and directs entry of Final Judgment as to all of plaintiff's claims herein against said defendants and as to said defendants, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The Complaint states claims for relief 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," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Person" shall mean any individual, partnership, firm, corporation, association or other business or legal entity.

(B) "Liquid asphalt" shall mean an asphaltic by-product produced in refining crude oil used in the construction, maintenance and repair of roads, streets and highways,

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including but not limited to various types and grades, the most common of which are emulsions, asphaltic cement (AC), medium curing (MC), slow curing (SC), and rapid curing (RC).

(C) The "mid-continent area" shall mean the States of Montana, North Dakota, South Dakota, Wisconsin, Minnesota, Iowa, Nebraska, Kansas, Missouri, Arkansas and Oklahoma.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, and to each of its subsidiaries, successors, and assigns and to each of its directors, officers, agents and employees, and to all persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

Each defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any other manufacturer, distributor or seller of liquid asphalt to:

- (A) Fix, establish, maintain or adhere to prices, discounts or other terms or conditions for the sale of liquid asphalt to any third person;
- (B) Submit collusive or rigged bids or price quotations for the sale of liquid asphalt to any third person;

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- (C) Allocate or divide markets or territories for the distribution or sale of liquid asphalt to any third person;
- (D) Furnish or receive information concerning prices, discounts, or other terms or conditions of sale at or upon which any liquid asphalt is to be offered for sale to any third person.

V

Each defendant is enjoined and restrained from, directly or indirectly:

- (A) Communicating to any manufacturer, distributor, or seller of liquid asphalt any price, discount or other term or condition of sale of liquid asphalt to any third person prior to the communication of such price, discount, term or condition to the public or trade generally;
- (B) Disclosing to any manufacturer, distributor or seller of liquid asphalt, prior to the public opening of a sealed bid or sealed quotation, the intention to submit or not submit a bid or a quotation, the fact that a bid or quotation has or has not been submitted or made, or the content or terms of any bid or quotation for the sale of any liquid asphalt to any third person, except

information which is disclosed or exchanged in order to submit a joint bid or quotation which has been requested in writing by the buyer or which bid is known by the buyer to be a joint bid.

- (C) Joining, participating in or belonging to any trade association, organization, or industry group with knowledge that any of the activities thereof are contrary to or inconsistent with any of the provisions of this Final Judgment.

VI

For a period of five (5) years following the date of entry of this Final Judgment, each defendant is ordered and directed to furnish, simultaneously with each sealed bid and each sealed quotation for the sale of liquid asphalt submitted by it to any Federal, State, or local agencies or any other governmental awarding authorities in the mid-continent area of the United States, an affidavit by the official of such defendant having authority to determine the price or prices bid or quoted that said bid or quotation was not the result of any agreement, understanding, plan or program between such defendant and any other manufacturer, distributor, or seller of liquid asphalt not a named party to such sealed bid.

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VII

For the purpose of securing or determining compliance with this Final Judgment, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted:

(A) Access, during the office hours of such defendant, who may have counsel present, 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;

(B) To interview officers or employees of such defendant, who may have counsel present, subject to the reasonable convenience of such defendant and without interference or restraint from it, regarding any such matters; and upon such request defendant shall submit such reports in writing, under oath if so requested, to the Department of Justice with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted in this Section VII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of plaintiff, except in the course of legal proceedings in which the United States is a party for the purpose of securing or determining compliance with this Final Judgment or as otherwise required by law.

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VIII

Jurisdiction is retained by this Court 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 Final Judgment, or for the modification or termination of any of the provisions hereof, and for the enforcement of compliance therewith and punishment of violations thereof.

/s/ ARTHUR J. STANLEY, JR.

United States District Judge

Dated: July 24, 1969