

**U. S. vs. NATIONAL ENAMELING & STAMPING CO.**

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

In Equity No. 23-126.

**UNITED STATES OF AMERICA, PETITIONER,**

**vs.**

**NATIONAL ENAMELING & STAMPING COMPANY, INC., DO-  
VER STAMPING & MANUFACTURING COMPANY, INC.,  
REPUBLIC METAL WARE COMPANY, INC., THE NEW  
ENGLAND ENAMELING COMPANY, INC., CENTRAL STAMP-  
ING COMPANY, INC., GEUDER, PAESCHKE & FREY COM-  
PANY, INC., ROCHESTER STAMPING COMPANY, INC.,  
NORTHWESTERN METALWARE COMPANY, INC., THE F.**

H. LAWSON COMPANY, INC., WHEELING CORRUGATING 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, Dover Stamping & Manufacturing Company, Inc., Republic Metal Ware Company, Inc., The New England Enameling Company, Inc., Central Stamping Company, Inc., Geuder, Paeschke & Frey Company, Inc., Rochester Stamping Company, Inc., North-Western Metalware Company, Inc., The F. H. Lawson Company, Inc., and Wheeling Corrugating Company, Inc., having appeared therein by their attorneys, Louis H. Porter and F. Carroll Taylor, and having consented thereto in open court:

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

I. That the defendants, Dover Stamping & Manufacturing Company, Inc., Republic Metal Ware Company, Inc., The New England Enameling Company, Inc., Central Stamping Company, Inc., Geuder, Paeschke & Frey Company, Inc., Rochester Stamping Company, Inc., North-Western Metalware Company, Inc., The F. H. Lawson Company, Inc., and Wheeling Corrugating 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 Sheet Metal Ware 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 galvanized 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 Sheet Metal Ware Exchange and be and hereby are enjoined from forming any like exchange or association to continue or accomplish the acts hereby enjoined.

III. 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 galvanized ware, such as pails, tubs, and other like articles.

(b) Agreeing to, fixing, establishing or maintaining among themselves uniform prices for galvanized ware, such as pails, tubs 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 among themselves to establish or adopt the terms, conditions or policies which should obtain with

respect to the sale or disposal of galvanized ware, such as pails, tubs 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, February 14, 1922.

LEARNED HAND,  
*United States District Judge.*

Exhibit "A."

SHEET METAL WARE EXCHANGE  
DECLARATION OF PURPOSE  
ARTICLES OF ASSOCIATION  
AND  
BY-LAWS.

REVISED AND ADOPTED

September 10, 1919.

SHEET METAL WARE EXCHANGE  
DECLARATION OF PURPOSE.

WHEREAS, the manufacture and sale of Sheet Metal Ware for household and kindred uses has become a large and growing industry in which a considerable number of persons is engaged, and

WHEREAS, it is desirable to extend the use of Sheet Metal Ware 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 or 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 those 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 discover and assist in promoting, for the benefit of all, new uses for sheet metal ware articles.

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

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

7. 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 SHEET METAL WARE EXCHANGE.

II.

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 five 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 ratified by the Exchange, 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 correspon-

dence 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 five members, of which the President and Vice-President shall be two, to be elected by the Exchange, which shall act for the Exchange in intervals between meetings. The Chairman of the Executive Committee may call a special meeting of the Committee at some convenient place upon two days' notice, or by telegraph.

Addition to paragraph 4, article II, on page 5.

"At all meetings of the Executive Committee, a majority of same shall constitute a quorum." Adopted at M 7-14-20.

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.

6. Not less than 30 days before the annual meeting, the President shall appoint a committee of three to nominate candidates for the offices to be filled at the annual meeting.

III.

MEMBERSHIP.

All individual owners, firms or corporations engaged in the manufacture of Sheet Metal Ware for household or kindred uses may be elected to membership by majority vote of the members present at a regular or special meeting of the Exchange, when recommended for membership by the Executive Committee. Any member failing to comply with the rules and regulations of the Exchange may, upon recommendation of the Executive Committee, approved by 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 the Exchange at a previous meeting shall designate. When the date and place for the next meeting have been duly fixed by a majority vote, under the provisions of this rule, the date or location shall not be changed except by majority vote, in writing, of all members in attendance at the meeting at which same was originally agreed to. A majority of the members of the Exchange shall constitute a quorum. A meeting held in June of each year shall be the annual meeting, at which officers shall be elected (Adopted at M. 7-14-20).

In view of the fact that the Sheet Metal Ware Association, a kindred organization, of which many of the members of the Sheet Metal Ware Exchange are members, and in conformity with the request of many members of each organization, the meetings of the Sheet Metal Ware Exchange will be held, as far as possible, at the same place and on the day previous to the meeting of the Sheet Metal Ware Association.

#### V.

##### REVENUES.

The Exchange will have no other revenue than that required for the payment of salaries of employees of the Exchange and the equipment and expense of the Secretary's office, and such traveling and other expenses as may be incurred and authorized from time to time by the Exchange or the Executive Committee at regular or special meetings. An initiation fee of \$100.00 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 Exchange; and when made, such assessments shall be paid by the members to the Secretary and accounted for by him. The amount assessed against members shall be based upon their respective sales, but shall in no case be less than \$200.00 per

year. Each member shall, unless suspended or dropped from membership in the Exchange, be liable for at least one full year's dues in addition to the initiation fee.

Initiation fees shall after being paid in by the members be considered as belonging to the Exchange as a whole, and not as a deposit by such members, but shall be held in a separate fund. In the event of the dissolution of the Exchange, the sum in this fund shall be divided equally among the members in good standing at that time, in proportion, as such members have contributed to the fund (Adopted at M. 7-14-20).

#### VI.

##### TRAVELING EXPENSES OF MEMBERS AND OF THE EXECUTIVE COMMITTEE.

Traveling or other expenses shall not be allowed to members for attendance at regular or special meetings of the Exchange; but each member of the Executive Committee who is present at and during all the sessions of any special meeting of the Committee, not held in the same place in the same week as a regular or special Exchange meeting, shall be entitled to refund of the cost of one railroad fare and of one lower berth or seat in chair car from his home city to the place of special meeting and return and, in addition thereto, hotel expenses at the rate of Ten Dollars (\$10.00) for each day the Committee is in session at such special meeting.

Members attending special meetings of the Executive Committee by invitation, as provided in Standing Resolution #4, shall be entitled to the regular refund for traveling and per diem expenses.

#### VII.

##### 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,
- 9.—At the annual meeting the Report of Nominating Committee and Election of Officers shall immediately precede New Business.

## VIII.

### 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:

One—On each business day a transcript of all accepted orders, and/of specifications on contracts, received and accepted since last report, with full details as follows:

- (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 catalogue number and name of each item.
- (e) Freight allowance and terms of payment.
- (f) Prompt shipment, or instructed date for shipment.

Two—On each business date a statement of accepted contracts or orders which are without specifications as to (1) quantity or value, (2) catalogue numbers or sizes,

(3) prices or (4) definite shipping date, received and accepted since last report, with full details, as follows:

- (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.

Three—Reports of all orders or contracts 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.

Four—Orders or contracts not accepted within six days of receipt shall also be reported, with full details, within that limit of time, under the classification of "pending," and with seller's statement of reasons for delay in accepting. The final acceptance or refusal of such orders or contracts to be reported within seven days later.

Five—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.

Six—Each member shall report by the 10th of the following month, the aggregate value of goods shipped by him during the previous month, freight allowance and cash discount not deducted; also the aggregate number of dozens of goods shipped during the month, arranged in classes, as may be specified by the Executive Committee from time to time.

Seven—All reports 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.

Eight—All members' reports shall be destroyed by the Secretary after being held for six calendar months.

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

### IX.

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

One—By the 15th of each month, or as soon as all figures are received, the value of aggregate shipments during the previous month; also the aggregate number of dozens of goods shipped during the month, arranged in classes, as may be specified by the Executive Committee from time to time. No member's figures shall be shown separately.

Two—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, state and territory in which sold. 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 and the Secretary is instructed to indicate against any sales reported in said bulletins the name of the buyer. Whenever in his judgment such information would be of interest to the members. The bulletins issued by the Secretary shall contain a tabulation or summary showing the total number of orders reported, and range of prices for various classes of goods. "Pails and Tubs" shall be the title used for Water Pails, Wash Tubs, Sap Pails, Well Buckets, Fire Pails, Stock Pails and Cement Pails, and "Other Goods" shall be the title used for all other Galvanized Ware supervised by the Exchange.

Three—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.

Four—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.

### X.

#### AMENDMENTS.

The foregoing By-Laws may be amended at any regular or special meeting by a two-thirds vote of all the members present, provided ten days' notice of the proposed change shall previously have been sent to each member.

#### *New Article XI.*

When mail votes are requested from either the Executive Committee or the full membership of the Exchange, the question involved, except that of change in date or place of meeting, shall only be decided by unanimous vote, members whose replies do not reach the Secretary within 10 days from date of mailing the request, shall be counted as having voted in the affirmative.

#### SHEET METAL WARE EXCHANGE STANDING RESOLUTIONS

#### AND OFFICIAL RULINGS

September 1, 1919.

#### STANDING RESOLUTIONS

1. The Secretary shall in his daily reports to members, designate the territory into which goods are sold as follows:

Territory	A	New York and New England
"	B	New York City;
"	C	Pennsylvania, Maryland, New Jersey, Delaware, District of Columbia, Virginia;
"	D	Minnesota, Wisconsin, Michigan;
"	E	City of Chicago;
"	F	Illinois, Indiana, Ohio;
"	G	Tennessee, Kentucky, West Virginia;
"	H	North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana;

- " J Iowa, Missouri, Arkansas, Nebraska,  
Kansas, Oklahoma;
- " K City of St. Louis;
- " L North and South Dakota, Montana, Idaho,  
Wyoming, Colorado, Utah, Nevada,  
New Mexico, Arizona;
- " M Texas;
- " N Washington, Oregon, California;
- " P Export.

By "Export" is meant orders accepted for shipment to localities not included in the thirteen domestic territories; but sales to Export Commission Houses shall be considered "Export" sales.

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

3. The monthly reports of aggregate sales, made by members, as provided for in paragraph "Fifth," page 9 of the By-Laws, shall be verified by the affidavit (on Blank furnished by the Exchange) of an executive officer of the reporting member.

4. Attendance at meetings of the Exchange shall be limited to executive officers, branch managers or sales managers of the members. No person not a member of the Committee shall be privileged to attend meetings of the Executive Committee unless invited to do so as a guest by the Committee.

5. At all meetings of the Exchange or Executive Committee the proceedings shall be stenographically reported under direction of the Secretary. Such minutes shall be submitted promptly to our legal advisor and draft of same afterward forwarded to members of the Exchange and Committee.

6. The goods to be reported by the members are those listed or corresponding to the following goods as shown in National Enameling & Stamping Co's. 1917 catalog No. 21. Also all Japanned or Painted Ash, Garbage, Stable or Street Cans, Coal Hods and Pails, except Pails sold to packers of grease, candy, etc., exclusively for package or shipping purposes.

BASKETS Galv.	No. 50	100	150	175		
	Japd. No. 050	0100	0150	0175		
WELL						
BUCKETS	No. 81	101	121	82	102	122
ASH & GARBAGE						
CAN COVERS	No. 12	13	14	15	16	
	No. 000	00	02	03		
ASH CANS Galv.	No. 2	2½	3	4	5	6
	No. 16	6½	7	8	9	10
	No. 102½	103	104	105	106	
	No. 170	180	190	200		
	No. 175	185	195	205		
	No. 61	71	81	91	101	
ASH CANS Galv.	No. 161	171	181	191	201	
	No. 04½	08½				
	No. 130	140	150	160		
	No. 140½	150½	160½	041	051	
	No. 73	74	75	76	77	78
	No. 077	078				
	No. 300	310				
ASH CANS Sheets	No. 02	02½	03	04	05	06
	No. 016	06½	07	08	09	010
	No. 0170	0180	0190	0200	0041	0051
	Japd. No. 030	040	050	060		
GARBAGE	No. 09	0000	000	00	02	
CANS Galv.	No. 03	04	1500	1502	1503	1504
	No. 10	20	30	40	50	
	No. 402	403	404	1402	1403	1404
	No. 440	450	25	35	45	
	No. 125	135	145	425	435	445
	Sheets No. 00001	0001	001	021	031	041
	No. 091					
	Japd. No. 10000	1000	100	102	103	104
STABLE & STREET CANS	No. 120	220	1			
OIL & GASOLINE						
CANS	No. 15	00	0	02	03	
	No. 05	050	101	102	103	105
	No. 110	205	210	1205	25	
	No. 501	502	503	505	510	
	No. 605	610	805	810		
COAL HODS Galv.	No. 515	516	517	518	520	
	No. 615	616	617	618	620	
	No. 715	716	717	718		
	No. 76	86	76 S	86 S		



	No. 77	87	77 S	87 S			
	No. 156	166	176	186			
	No. 156 S	166 S	176 S	186 S			
	No. 157	167	177	187			
	No. 157 S	167 S	177 S	187 S	206		
Japd.	No. 5	6	7	8	10		
	No. 115	116	117	118	120		
	No. 315	316	317	318			
	No. 151	161	171	181			
	No. 152	162	172	182			
	No. 153	163	173	183			
MEASURES Galv.	No. 1	2	4	6	8		
	No. 16	26					
	No. 00	0	10	20	40	80	
	No. 160	260					
	No. 73	75	85	95	105	115	
	125						
Japd.	No. 13	15	25	35	45	55	65
	No. 016	026					
CHAMBER PAILS	No. 1½	2½	3½	4½			
	No. 020	030	02	03			
FIRE PAILS	No. 110	112	114				
	No. 210	212	214				
	No. 310	312	314				
WATER PAILS	No. 82	102	122	142	162	182	
	No. 82 S	102 S	122 S	142 S	162	182S	
	No. 1310	1312	1314	1316	1318		
	No. 510	512	514	516	520		
	No. 510 S	512 S	514 S	516 S	520 S		
	No. 5100	5120	5140	5160			
STOCK PAILS	No. 612	614	616	618	620		
		714	716	718	720		
SAP PAILS	No. 109	129	149				
CEMENT PAILS	No. 540	14	140				
REFERIGERATOR							
PANS Pieced	No. 0	1	2	3	4		
Stamped	No. 012	12	14	16	22	24	26
WATERING POTS	No. 514	516	518	520	522	526	
	530	80	100	120	160		
WASH TUBS	No. A	B	0	1	2	3	
	No. 0 S	1 S	2 S	3 S			
	No. 00	01	02	03			
	No. 00 S	01 S	02 S	03 S			
	No. 9	11	22	23			
	No. 9 S	11 S	22 S	23 S			
	No. 09	011	022	023			

No. 09 S	011 S	022 S	023 S
No. 10	20	30	
No. 10 S	20 S	30 S	
No. 100	200	300	
No. 100 S	200 S	300 S	

That the list shall include all the above goods including all variations as to gauge, trimmings, style or finish put on the market under or in connection with the word "Galvanized," regardless of the proportion of spelter contained in the coating but goods made of galvanized sheets, or of black sheets galvanized, shall always be considered as included in the list.

7. Each member shall forward immediately to the Secretary a complete list of all the items manufactured by him which are covered by preceding section 6. Such list to show his own catalogue number and size, and the corresponding National Enamel & Stamping Co.'s number as specified above.

#### STANDARD FREIGHT ALLOWANCES.

8. 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 as preventing any member selling upon such conditions as to freight allowances as he wishes; but when any freight allowance other than standard is used, the particulars shall be shown.

#### STANDARD FREIGHT ALLOWANCES.

DIVISION LINES: For convenience in description of Territories (as below), division lines are fixed as follows:

(a) *Southern Division Line* (S. D. L.) is the Ohio River from its junction with the Mississippi to the West Virginia State line, thence the northern boundary of West Virginia to Harper's Ferry, thence northern boundary of Virginia to the Ocean.

(b) *Mississippi River Line* (M. R. L.) is the Mississippi

River from its mouth to the southern boundary of Wisconsin thence the western boundary of Wisconsin to Lake Superior diverted, however, to include Minneapolis, St. Paul and Duluth.

**TERRITORIES:** For convenience in description of destinations of shipments, Territories are fixed as follows for the United States, except Alaska and U. S. Possessions:

(a) *North Eastern Territory*, comprising all points on or east of the MRL which are also on or north of the SDL.

(b) *South Eastern Territory*, comprising all points south of the SDL which are also on or east of the MRL.

(c) *Middle West Territory*, comprising all points west of the MRL except those in California, Oregon, Washington, Nevada, Colorado, Utah, Arizona, New Mexico and Texas.

(d) *Texas Territory*, comprising all points in Texas.

(e) *Far West Territory*, comprising all points in California, Oregon, Washington, Nevada, Colorado, Utah, Arizona and New Mexico.

**STANDARD FREIGHT ALLOWANCE:**

(a) *To North Eastern Territory* actual freight only on either C. L., or L. C. L. shipments; except that to points in Maine to which the rate from Boston exceeds 50¢ per 100 lbs., 50¢ per 100 lbs., only is allowed equalized with Boston.

(b) *To South Eastern Territory* actual freight allowed not exceeding fifty (50) cents per 100 lbs. on C. L. shipments, twenty-five (25) cents per 100 lbs. on L. C. L. shipments or twenty-five (25) cents per 100 lbs. on Galvanized Oil Cans in any quantity; equalized as follows:

On Enameled Ware, with Baltimore only;

On Tin and Galvanized Ware, with Cincinnati, St. Louis or New Orleans;

On Galvanized Ware, with Wheeling, Chattanooga and Richmond;

*Provided* that, as Tin and Galvanized Ware is sold by a manufacturer in Atlanta, *f. o. b. Atlanta*, such shipments may be equalized on that basis with Atlanta.

*Exceptions:* Full freight is allowed on all goods to Lynchburg, Norfolk, Newport News, Petersburg and Richmond.

(c) *To Middle West Territory*, C. L. or L. C. L. shipments of Galvanized Oil Cans, Well Buckets, Fire Pails, Water Pails, Mule or Stock Pails, Sap Pails, Cement Pails and Wash Tubs, actual freight only, not exceeding thirty-four (34) cents per 100 lbs.; equalized with St. Louis, Milwaukee or Chicago in either case, or to Louisiana points, with New Orleans.

C. L. or L. C. L. Shipments of other goods, actual L. C. L. freight not exceeding fifty (50) cents per 100 lbs. equalized with St. Louis, Chicago, or, in the case of Louisiana points, with New Orleans.

(d) *To Texas Territory*, on either C. L. or L. C. L. shipments a flat fifty (50) cents per 100 lbs. freight allowance is allowed, equalized with New York in the case of shipments via water from eastern seaboard ports, or with St. Louis in the case of all-rail shipments.

(e) *To Far West Territory*, on either C. L. or L. C. L. shipments, actual freight not exceeding fifty (50) cents per 100 lbs., equalized with Milwaukee only.

**THE METHOD AND PURPOSE OF EQUALIZING** is to make the net cost for freight to the purchaser the same as if the shipment had been made from the City equalized with. When more than one such City is made optional, the one having the lowest rate of freight to destination is selected. Equalization is not made with any point on goods not manufactured there, or where a manufacturer does not carry stock.

**DIRECT SHIPMENTS:** No freight is allowed on orders from jobbers for direct shipment to their customers or to any point where they are not engaged in business, carrying stock.

9. When reporting sales in territory in which the "stan-

standard freight allowance" does not cover to destination, reports must indicate in all cases whether "standard freight allowance" or "full freight allowance" is made.

10. Territory "E" shall be what is comprised within the legal limits of the City of Chicago. In reporting orders or contracts for this territory same shall specify "Chicago" as part of the address of purchaser, even though designations are used. For example:

"John Smith, 1058-120th Street,  
Pullman, Chicago, Ills."

11. Territory "B" shall cover the "Metropolitan District," which is as follows:

Borough of Manhattan	N. Y. City.
"	"
"	"
"	"
"	"
Hudson County	New Jersey
Essex	"
Union	"
Passaic	"

12. The initiation fee provided by the By-Laws shall be forfeited in case of resignation or expulsion of the member who has paid it.

13 Any difference between the total assessments for any fiscal year and the expenses for the same period shall be adjusted by additional assessment or refund at the close thereof in the same proportion as each contributing member has contributed during said year. Extra assessments or refunds may be voted by the Exchange at any time subject to the final settlement at the end of the year. The date on which assessments or refunds shall be payable shall be determined by the Executive Committee as the financial condition of the Exchange may require.

14. No refund shall be paid to any member or former member not in good standing on the date fixed for such payment by the Executive Committee.

AT A STATED TERM OF THE DISTRICT COURT OF THE UNITED STATES, FOR THE SOUTHERN DISTRICT OF NEW YORK, HELD IN THE UNITED STATES COURT HOUSE, IN THE POST OFFICE BUILDING, IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, ON THE FIRST DAY OF MAY, 1924.

Present: HONORABLE LEARNED HAND, *District Judge.*