

EXHIBIT A-1

PETITION

UNITED STATES v. STANDARD

WOOD COMPANY, et al.

Equity No.: 8-99

Year Judgment Entered: 1912

No. —.

In the Circuit Court of the United States for the Southern
District of New York.

THE UNITED STATES OF AMERICA, PETITIONER,
v.
STANDARD WOOD COMPANY AND OTHERS,
DEFENDANTS.

ORIGINAL PETITION.

In the Circuit Court of the United States for the
Southern District of New York, in the Second Circuit.

UNITED STATES OF AMERICA,
Petitioner,

vs.

STANDARD WOOD COMPANY,
and others,
Defendants.

In Equity.

TO THE HONORABLES THE JUDGES OF THE CIRCUIT
COURT OF THE UNITED STATES OF AMERICA
FOR THE SOUTHERN DISTRICT OF NEW YORK,
SITTING IN EQUITY :

The United States of America by Henry A. Wise,
its attorney, in and for the Southern District of
New York, acting under direction of the Attorney-
General of the United States, brings this pro-
ceeding in equity against Standard Wood Com-
pany, Shrader Wood Company, Conway Wood
Company, Long Island Wood Company, Empire

Wood Company, Keystone Wood Company, Pennsylvania Wood Company, Greene Manufacturing Company, Joseph W. Blaisdell, Philo C. Blaisdell, Walter F. Blaisdell, Charles O. Blaisdell, Joseph F. Blaisdell, Andrew D. Whyte, George T. Whyte, Lillian P. Page, Joseph Fischer, Paul H. Knowlton, W. L. Barclay, Darwin A. Greene, David J. Greene, Malcolm Garabedian, Michael H. Johnson, Thomas Halezian, Jacob Adams, Jacob Avakin and Peter Gignigian, and on information and belief alleges and shows :

I.

Description of Defendants.

(1) The defendant Standard Wood Company is a corporation organized and existing under the Laws of the State of New Jersey, having its office and principal place of business in the State and Southern District of New York, and is and was at all the times herein mentioned engaged in the manufacture of bundle kindling wood at its several factories located in the States of Pennsylvania, Vermont and Maine, and in shipping and selling the same throughout the several states of the United States, particularly in the Southern District of New York, and the defendants Joseph W. Blaisdell, Philo C. Blaisdell, Walter F. Blaisdell, Charles O. Blaisdell, Joseph F. Blaisdell, Andrew D. Whyte and George T. Whyte constitute its Board of Directors, and said Joseph W.

Blaisdell, Walter F. Blaisdell and George T. Whyte are respectively its President, Vice-President, and Secretary and Treasurer.

(2) The defendant Shrader Wood Company is a corporation organized and existing under the Laws of the State of Pennsylvania and at the times herein mentioned was and now is engaged in the manufacture of bundle kindling wood at its factory located at Laquin, in the State of Pennsylvania, and maintains an office and carries on business in the City and Southern District of New York, and the defendants W. L. Barclay, Joseph W. Blaisdell and George T. Whyte are respectively its President, Vice-President, and Secretary and Treasurer.

(3) The defendant Conway Wood Company is a corporation organized and existing under the Laws of the State of Maine, and at the times herein mentioned was and now is engaged in the manufacture of bundle kindling wood at its factory located at Conway, New Hampshire, and maintains an office and carries on business in the City and Southern District of New York; the defendants Paul H. Knowlton, Joseph W. Blaisdell and George T. Whyte are respectively its President, Vice-President and Secretary.

(4) The defendant Long Island Wood Company is a corporation organized and existing under the Laws of the State of New York having its office and principal place of business in the Borough of Brooklyn in the City and Eastern District of New York, and is engaged in the sale of bundle kindling wood in

the States of New York and New Jersey and elsewhere.

(5) The defendant Empire Wood Company is a corporation organized and existing under the Laws of the State of New Jersey having its office and principal place of business in Jersey City, in the District of New Jersey, and is engaged in the manufacture of bundle kindling wood at its factory located at Watoga in the State of West Virginia, and in the sale and distribution thereof in the States of New York and New Jersey and elsewhere.

(6) The defendant Keystone Wood Company is a corporation organized and existing under the Laws of the State of Pennsylvania and is engaged in the manufacture and sale of bundle kindling wood at its factories located at Williamsport, Pennsylvania, and Hamilton, West Virginia, and is engaged in the sale and distribution of bundle kindling wood in the States of New York and New Jersey and elsewhere.

(7) The defendant Pennsylvania Wood Company is a corporation organized and existing under the Laws of the State of Pennsylvania and is engaged in the manufacture and sale of bundle kindling wood at its factory located at Galeton in the State of Pennsylvania.

(8) The defendant Greene Manufacturing Company is a corporation organized and existing under the laws of the State of New York and is engaged in the manufacture and sale of machinery, particularly the manufacture of presses which are generally used in the manufacture of bundle kindling wood, and has its office and principal place of business in the Bor-

ough of Brooklyn, City and Eastern District of New York, and the defendants Darwin A. Greene and David J. Greene are respectively its President and Secretary and Treasurer.

(9) The defendant Joseph W. Blaisdell is a citizen and resident of the State and Eastern District of New York and is a director and the President of the defendant Standard Wood Company, and a director and the Vice-President of the defendant Shrader Wood Company, and a director and the Vice-President of the defendant Conway Wood Company.

(10) The defendant Philo C. Blaisdell is a citizen and resident of the State and Southern District of New York and a director of the defendant Standard Wood Company.

(11) The defendant Walter F. Blaisdell is a citizen and resident of the State and Eastern District of New York and a director and the Vice-President of the defendant Standard Wood Company.

(12) The defendant Charles O. Blaisdell is a citizen and resident of the State and Eastern District of New York and a director of the defendant Standard Wood Company.

(13) The defendant Joseph F. Blaisdell is a citizen and resident of the State and Eastern District of New York and a director of the defendant Standard Wood Company.

(14) The defendant Andrew D. Whyte is a citizen and resident of the State and District of New Jersey and a director of the defendant Standard Wood Company.

(15) The defendant George T. Whyte is a citizen and resident of the State and Southern District of New York and the Secretary and Treasurer of the defendants Standard Wood Company, Shrader Wood Company and Conway Wood Company, respectively.

(16) The defendant Lillian P. Page is a citizen and resident of the State and District of Maine and is engaged in the manufacture and sale of bundle kindling wood at her factory located at Passadumkeag, in the State of Maine.

(17) The defendant Joseph Fischer is a citizen and resident of the State and Southern District of New York and is engaged in the manufacture and sale of bundle kindling wood at his factory located at Lopez in the State of Pennsylvania.

(18) The defendant Paul H. Knowlton is a citizen and resident of the State and District of Maine and is the President of the defendant Conway Wood Company.

(19) The defendant W. L. Barclay is a citizen and resident of the State and Eastern District of Pennsylvania and is the President of the defendant Shrader Wood Company.

(20) The defendant Darwin A. Greene is a citizen and resident of the State and Eastern District of New York and is the President of the defendant Greene Manufacturing Company.

(21) The defendant David J. Greene is a citizen and resident of the State and Eastern District of New York and is the Secretary and Treasurer of the defendant Greene Manufacturing Company.

(22) The defendants Malcolm Garabedian, Michael H. Johnson, Thomas Halezian, Jacob Adams, Jacob Avakin and Peter Gigngigian are respectively citizens and residents of the State and District of Massachusetts, and at all the times herein mentioned were and now are co-partners trading and doing business under the firm name and style of "Independent Wood Company," and engaged in the manufacture and sale of bundle kindling wood at their factory located in Cambridge in the State of Massachusetts.

II.

Conspiracy.

The defendants for some time past have been and now are engaged in an unlawful combination and conspiracy unduly, unreasonably and directly to restrain the hereinafter described trade and commerce among and between the several states and territories of the United States in bundle kindling wood, in violation of the Act of Congress approved July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies." Such unlawful conspiracy is evidenced by, and is the result and outgrowth of a series of wrongful acts extending over a period of many years last past and continuing to the present time, and participated in by the defendants, respectively, in the manner and to the extent hereinafter more fully set forth. In participating in the various acts, agreements and combinations here-

inafter described all of the defendants have been actuated by wrongful intent unduly, unreasonably and directly to restrain said interstate trade in bundle kindling wood and to monopolize the same.

III.

Description of the trade and commerce restrained and monopolized.

Since the adoption of coal for fuel kindling wood in one form or another has been and now is a commodity of prime necessity to a large part of the people of the United States. Wherever coal stoves or grates in which coal is burned are used, either for cooking or heating purposes, kindling wood is an absolute necessity. For many years a large portion of the kindling wood consumed in the United States has been manufactured into and sold in "bundles." The process of manufacturing such "bundles" of kindling wood and the sale and distribution thereof throughout the several states has been and now is an important industry in the United States and great numbers of persons throughout the United States are largely dependent upon such bundle wood as a daily necessity. The most important species of wood used in the manufacture of bundled kindling wood are hemlock, fir, spruce and pine; and the industry very largely obtains in the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland and West Virginia. The quantity

of such bundled kindling wood consumed annually in the said states varies greatly, such variation depending principally upon weather conditions. Many millions of bundles of kindling wood are sold and transported annually in trade and commerce in and among the above mentioned states. A great majority of the persons and corporations engaged in the manufacture of bundled kindling wood have their factories located in the timber belts in the above states in close proximity to saw mills and purchase from such saw mills the slabs, edgings and waste resulting from the manufacture of lumber into timber and boards. These slabs, edgings and waste are usually first kiln dried and then cut and split into billets about two and one-quarter inches in length and such billets are mechanically pressed, bound and tied into bundles about twenty-seven inches in circumference. The machines ordinarily used for this purpose are known and described in the trade as "presses"; these machines are inexpensive and a well equipped plant and factory for the manufacture of bundled kindled wood can be established at a cost of \$3,000. All manufacturers of bundled kindling wood are engaged in the business of selling and shipping the same into and through states other than that where the same is manufactured; their principal markets are the large cities in the eastern part of the United States, and there in turn substantially all bundled kindling wood is sold to and consumed by the poorer classes, particularly those living in tenement houses and flats where they are dependent upon wood and coal for cooking and

heating purposes. Bundled kindling wood is usually distributed to consumers by retail dealers who conduct small stores, or merchants who carry the same as a side line, usually dealers in coal or grocers.

The industry for many years grew and thrived in the usual ways and until the year 1893 there were many persons and corporations engaged therein in the above mentioned states, all of whom were competing actively, each with the others, in the effort to obtain markets for their product, which resulted in the consumers of bundled kindling wood obtaining the same at prices depending upon the natural laws of supply and demand.

IV.

Unlawful Attempts to Monopolize, and Acts in Furtherance of the Unlawful Combination and Conspiracy.

(a) ORGANIZATION OF THE STANDARD WOOD CO.

Prior to the year 1893 the major portion of all the bundled kindling wood manufactured and consumed in the above mentioned states was manufactured by seven firms and corporations, to wit: the Huntley Kindling Wood Company, a copartnership with a plant located at South Gardiner, Maine; the Whitefield Kindling Wood Company, a copartnership with a plant located at Whitefield, New Hampshire; Adirondack Kindling Wood Company, a copartnership with a plant located at Gouverneur, N. Y.; the

Pioneer Wood Company, a Pennsylvania corporation with a plant located at White Haven, Pennsylvania; the Carr Kindling Wood Company, a Maine corporation with a plant located at Bowdoinham, Maine; the Penobscot Kindling Wood Company, a copartnership with a plant located at South Brewer, Maine; Blaisdell Brothers, a copartnership with plants located at Austin and Bradford, Pennsylvania, and Carrollton, N. Y. Each of the aforesaid copartnerships and corporations was separate and independent and actively competing with all of the others in the manufacture and sale of bundled kindling wood in and among the above mentioned states. In the latter part of the year 1892 representatives of each of the foregoing seven concerns met together and inaugurated measures to combine in a single company all of the manufacturers of bundled kindling wood in the above states for the purpose of unlawfully eliminating competition and of unlawfully monopolizing the trade in said bundled kindling wood; and on or about the 12th day of January, 1893, caused to be incorporated the defendant Standard Wood Company under the laws of the State of New Jersey with an authorized capital stock of \$1,500,000 for the purposes, as described in its charter, to wit, "to manufacture and deal in wood for fuel and for other purposes, to acquire and hold real estate in this state and elsewhere and the stocks of other corporations, and letters patent, rights, licenses and privileges necessary or useful for the company." The defendant Standard Wood Company thereupon

purchased the plants of the seven co-partnerships and corporations aforesaid and entered into an agreement with each of the said co-partnerships and corporations which provided that the said co-partnerships and corporations should not engage directly or indirectly in the business of manufacturing bundled kindling wood in the New England and Middle States for a period of ten years from January 1st, 1893. All of said plants were purchased by the said Standard Wood Company with its own stock, the amount thereof being determined and apportioned by an appraisement committee of the promoters of the Standard Wood Company. The defendant Standard Wood Company thereupon purchased from the said co-partnerships and corporations all of their supply of wood, manufactured and unmanufactured, and all other supplies belonging to said plants, paying therefor either in stock of the Standard Wood Company or in cash. The defendant Standard Wood Company thereafter from time to time purchased various other plants and properties of corporations and persons engaged in the manufacture of bundled kindling wood. From the date of its incorporation continuously up to the present time the defendant Standard Wood Company has manufactured and sold more than half of the bundled kindling wood consumed in the before-mentioned states and in many cities in said states has had and now has complete control of the bundled kindling wood business.

(b) CONTRACT BETWEEN THE STANDARD WOOD COMPANY AND THE GREENE MANUFACTURING COMPANY.

For many years previous to the year 1892 the defendant Greene Manufacturing Company was engaged in manufacturing and dealing in, among other things, the aforesaid presses useful and necessary in the manufacture of bundled kindling wood, and in carrying on said business it manufactured large numbers of said presses at its factory in the County of Kings, in the State of New York and sold and shipped said presses to dealers therein and consumers thereof in all of the above mentioned states. There being no other firm, corporation or individual so engaged in the manufacture of such machines or presses and the sale and shipment thereof among the several states of the United States, the business of the defendant Greene Manufacturing Company largely increased each year and was expanding and growing and would have continued to expand and grow but for the unlawful contract, combination and conspiracy hereinafter described. In consequence of the sale of said presses by the defendant Greene Manufacturing Company as aforesaid many plants for the manufacture, sale and distribution of bundled kindling wood had been and were being established by persons, firms and corporations which were and would have continued separate and independent and in active competition with the defendant Standard Wood Company.

The Defendant Standard Wood Company and the defendant Greene Manufacturing Company on the First day of June, 1902, at the City of New York, in the Southern District of New York, each knowing all the premises, in pursuance of the unlawful purpose and intention on the part of the Standard Wood Company to monopolize the business, trade and commerce aforesaid in bundled kindling wood among the several states of the United States did make an unlawful and corrupt contract to unreasonably restrain and prevent the sale of said machinery by the Greene Manufacturing Company to any person, firm or corporation separate and independent of and in actual competition, or intending to compete, with the Standard Wood Company in the manufacture, sale or distribution of bundled kindling wood among the several states of the United States.

Under the terms of said contract the defendant Standard Wood Company agreed to pay annually to the Greene Manufacturing Company and its officers the sum of Five Thousand (\$5,000) Dollars and the defendant Greene Manufacturing Company agreed to appoint the defendant Standard Wood Company its exclusive sales agent for the before-mentioned states, and not to sell any press for the manufacture of kindling wood to any person, firm or corporation in said states without the consent of the said Standard Wood Company. In pursuance of said contract the Standard Wood Company from time to time arbitrarily declined and now declines to allow said Greene Manu-

facturing Company to sell any press for the manufacture of bundled kindling wood to any person, firm or corporation manufacturing or intending to manufacture bundled kindling wood in the aforesaid states not controlled by, or in said unlawful combination and conspiracy with, the Standard Wood Company. Pursuant to said contract said Greene Manufacturing Company and said Standard Wood Company from time to time wrote letters to prospective purchasers of said presses. Annexed hereto and made a part hereof marked Exhibits "A" and "B" respectively, are copies of two such letters, written to the representative of a competitor of the Standard Wood Company, one by the Greene Manufacturing Company and the other by the Standard Wood Company.

(c) CONTRACTS BETWEEN THE STANDARD WOOD COMPANY AND ITS COMPETITORS.

For the purpose of eliminating competition in the trade in bundle kindling wood aforesaid the defendant Standard Wood Company has entered into contracts with practically all of its competitors in the said trade, by means of which it is enabled to fix both the wholesale and retail prices of bundle kindling wood arbitrarily and without regard to the natural laws of supply and demand, to restrict the manufacture thereof to suit its own purposes, and to divide the territory where the same is consumed in such way that only one dealer shall supply customers in a given district. Of the total volume of interstate

business, trade and commerce in bundle kindling wood so being carried on in the so-called New England and Middle Atlantic States, the Standard Wood Company and its affiliated concerns control ninety (90) per centum thereof. Some of said contracts and the history of their making are as follows :

(1) *Lillian P. Page.*

Prior to January 1st, 1903, the defendant Lillian P. Page was engaged in the manufacture and sale of bundled kindling wood at Passadumkeag in the State of Maine, at which place she operated a factory for the manufacture of said bundled kindling wood and from whence she shipped the same into other states, and was in open and active competition with the defendant Standard Wood Company in the sale and distribution of said bundled kindling wood in and among the other states hereinbefore mentioned. Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, on the First day of January, 1903, at and within the Southern District of New York the defendant Standard Wood Company and the defendant Lillian P. Page entered into a contract by the terms whereof said Lillian P. Page agreed to manufacture and sell such amounts of bundled kindling wood and to accept weekly orders for the shipment thereof in such amounts and to such places as the said Standard Wood Company might determine, and the said Standard Wood Company agreed to purchase said bundled kindling wood

and pay said Lillian P. Page therefor the average price at which it had sold all of its product in the before-mentioned states during the last preceding month.

Since the First day of January, 1903, under the terms and operations of the said contract between the Standard Wood Company and the said Lillian P. Page competition between them both as to the amounts of kindling wood to be manufactured and the prices at which the same shall be sold has been and is prevented, eliminated and destroyed by the fixing of arbitrary, uniform and non-competitive prices for said bundled kindling wood.

(2) *Shrader Wood Co.*

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, on or about the First day of October, 1903, the defendant Standard Wood Company and the defendant Shrader Wood Company entered into a contract by the terms of which it was agreed that all bundled kindling wood manufactured by the said Shrader Wood Company should be shipped to such persons and at such times as the defendant Standard Wood Company should direct and that the Standard Wood Company would pay to the Shrader Wood Company the average price received by it from the sale of all bundled wood sold by it. A copy of said contract is hereto annexed and made a part hereof marked Exhibit "C".

Since the First day of October, 1903, under the

terms and operations of the said contract competition both as to the amounts of and the prices at which said bundled kindling wood has been sold and delivered by the said Standard Wood Company and said Shrader Wood Company and which before then existed between them has been and now is prevented, eliminated and destroyed by the fixing of arbitrary, uniform and non-competitive prices for said bundled kindling wood so sold and delivered.

(3) *Keystone Wood Co.*

Prior to January 1st, 1904, the Keystone Wood Company was an active competitor with the Standard Wood Company in the manufacture and sale of bundled kindling wood and was engaged in the manufacture and sale of such bundled kindling wood in and among the several states and territories of the United States.

Pursuant to and in furtherance of the aforesaid combination and conspiracy, on or about the First day of January, 1904, the defendant Keystone Wood Company and the defendant Standard Wood Company entered into a contract by which the Standard Wood Company agreed to purchase of the Keystone Wood 12,000,000 bundles of kindling wood annually at \$1.12 per hundred bundles and the said Keystone Wood Company agreed not to sell, ship or deliver bundled kindling wood to any other person, firm or corporation in the states of New York and New Jersey.

(4) *Pennsylvania Wood Co.*

Prior to January 1st, 1905, the defendant Pennsylvania Wood Company was engaged in the manufacture, sale and distribution of bundled kindling wood in interstate commerce in active competition with the defendant Standard Wood Company.

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, on or about the First day of January, 1905, the defendant Standard Wood Company and the defendant Pennsylvania Wood Company entered into a contract by the terms whereof said Pennsylvania Wood Company agreed to manufacture and sell such amounts of bundled kindling wood and to accept weekly orders for the shipments thereof in such amounts and to such places as the said Standard Wood Company might determine, and the said Standard Wood Company agreed to purchase said bundled kindling wood and to pay the said Pennsylvania Wood Company therefor the average price at which the said Standard Wood Company had sold all of its product at the City of New York during the last preceding month.

Since the First day of January, 1905, under the terms and operations of the said contract between said Standard Wood Company and said Pennsylvania Wood Company, competition as to the amounts of and the prices at which said bundled kindling wood has been sold and delivered by the said Standard Wood Company and the said Pennsylvania Wood Company, which before then had existed between

them as aforesaid, has been and now is prevented, eliminated and destroyed by the fixing of arbitrary, uniform and non-competitive prices for said kindling wood so sold and delivered.

(5) *Joseph Fischer.*

Prior to January First, 1906, the defendant Joseph Fischer had been engaged in manufacturing and selling bundled kindling wood at his factory at Lopez in the State of Pennsylvania and shipping and distributing the same in the adjoining states of New York and New Jersey, and in such trade and commerce was an active competitor with the Standard Wood Company. Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, on or about the First day of January, 1906, defendant Standard Wood Company and defendant Joseph Fischer entered into a contract by the terms whereof the said Joseph Fischer agreed to manufacture and sell such amounts of bundled kindling wood and to accept weekly orders for the shipment thereof, in such amounts and to such places, as the Standard Wood Company might determine, and said Standard Wood Company agreed to purchase said kindling wood and pay said Joseph Fischer therefor the average price at which he had sold all of its product at the Cities of New York, Jersey City, Hoboken and Newark during the last preceding month less a commission of five per cent. thereof.

Since the first day of January, 1906, under the terms and operations of the said contract between said

Standard Wood Company and said Joseph Fischer competition as to the amounts of and the prices at which said bundled kindling wood has been sold and delivered by said Standard Wood Company and said Joseph Fischer, which before then had existed between them as aforesaid, has been and now is prevented, eliminated and destroyed by the fixing of arbitrary, uniform and non-competitive prices for said kindling wood so sold and delivered.

(6) *Conway Wood Co.*

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy the defendant Standard Wood Company and the defendant Conway Wood Company, on the 25th day of October, 1907, entered into a contract by the terms whereof the Conway Wood Company agreed to sell to the Standard Wood Company all of its output of bundled kindling wood and to ship the same in such amounts and to such places as the Standard Wood Company might determine and the Standard Wood Company agreed to pay therefor the average price received by it from the sale of all bundled kindling wood sold by it in the States of Maine, New Hampshire, Vermont, Massachusetts and Rhode Island, said average price to be fixed at the end of each year. A copy of said agreement is annexed hereto and made a part hereof marked exhibit "D".

Since the 25th day of October, 1907, competition as to the amounts of and the prices at which said bundled kindling wood has been sold and delivered by

the said Standard Wood Company and said Conway Wood Company has been and now is prevented, eliminated and destroyed by the fixing of arbitrary, uniform and non-competitive prices for said bundled kindling wood so sold and delivered.

(7) *Independent Wood Company.*

For many years prior to the year 1905 Malcolm Garabedian, Michael H. Johnson, Thomas Halezian, Jacob Avakin, Jacob Adams and Peter Gignigian, co-partners, trading and doing business under the firm name and style of the Independent Wood Company, were and have been since then continuously and now are engaged in the manufacture and sale of bundled kindling wood at their plant located in Cambridge, Massachusetts. Prior to said last mentioned date they had been open and active competitors of the defendant Standard Wood Company in the manufacture and sale of bundled kindling wood. Pursuant to and in furtherance of said unlawful combination and conspiracy, during the year 1905, the said Garabedian, Johnson, Halezian, Avakin, Adams and Gignigian and the Standard Wood Company entered into an unlawful contract by the terms of which they agreed to eliminate and suppress all competition between them as to the prices at which they would sell bundled kindling wood and to maintain uniform prices and terms of sale to their respective customers and to limit and restrict the production of bundled kindling wood so as to obtain arbitrary prices therefor and to establish arbitrary and territorial

zones to which the sales of each concern would be restricted.

Thereafter and in pursuance of said unlawful contract the said Garabedian, Johnson, Halezian, Avakin, Adams and Gignigian and the Standard Wood Company have continuously down to the time of the filing of this petition eliminated and destroyed all competition between them by the fixing of arbitrary, uniform and non-competitive prices for the bundled kindling wood sold by them and by limiting and restricting their productions and by dividing and restricting the territory in which each of said concerns would sell bundled kindling wood.

(8) *Contract to Fix Prices and Divide Territory.*

A number of years prior to the filing of this petition, the exact month or year your petitioner is unable at this time to specify, in pursuance of the aforesaid unlawful combination and conspiracy the defendants Standard Wood Company, Long Island Wood Company, and Empire Wood Company, all of which were then engaged and now are engaged in the sale of bundled kindling wood in the cities of New York, N. Y., and Jersey City, N. J., entered into an unlawful and corrupt contract to fix the prices at which each of them should sell bundled kindling wood in said cities and to divide the territory of said cities in such way that no one of them should compete with the others for customers in said cities. Thereafter, and in pursuance of said contract, the said defendants have from time to time fixed and do

now fix arbitrary, uniform and non-competitive prices for bundled kindling wood so sold and delivered in said cities, and have so regulated and do now so regulate their sales and deliveries of bundled kindling wood in said cities that no one of them has competed or does now compete for the customers of the others.

(d) FURTHER ACTS IN THE CONSPIRACY.

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy the defendant Standard Wood Company has wrongfully induced various competitors engaged in interstate trade and commerce in bundle kindling wood to abandon the manufacture of bundle kindling wood, and to become the sales agents of the Standard Wood Company, and has wrongfully induced such manufacturers to enter into agreements with it by the terms of which such manufacturers agreed not to engage in the manufacture of bundle kindling wood for long terms of years. Among others the defendant Standard Wood Company induced Charles W. York Co., a Maine Corporation, formerly having a plant at Boston in the State of Massachusetts, to enter into such a contract and the same is now in full force and effect; it also entered into such a contract with one Emil Brielman and the same is in full force and effect.

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, the defendant Standard Wood Company has wrongfully induced a large number of independent dealers in bundle kind-

ling wood in the various New England and Middle Atlantic States, who, though not manufacturers of bundled kindling wood, were engaged in distributing the product of competitors of the Standard Wood Company in such merchandise, to abandon purchasing bundle kindling wood from its competitors and to accept employment as agents of the defendant Standard Wood Company.

Pursuant to and in furtherance of the aforesaid unlawful combination and conspiracy, the defendant Standard Wood Company has, through its sales agents in the various cities of said states in which bundle kindling wood is sold, wrongfully entered into agreements with competitors for the arbitrary fixing of uniform and non-competitive prices for, and the curtailment of the shipment to such cities of bundle kindling wood.

By means of the hereinbefore described acts, conduct and contracts the defendant Standard Wood Company and its associates, including the other defendants named herein, have secured absolute control of the bundle kindling wood business in the New England and Middle Atlantic States and are thereby enabled to and do prevent others from engaging in such industry and have fixed arbitrary, uniform and non-competitive prices for such product and have suppressed competition therein and have enlarged and curtailed the manufacture of bundle kindling wood in such states to suit their own purposes, and have monopolized and are monopolizing interstate trade and commerce therein.

V.**Jurisdiction.**

The combination and conspiracy to restrain the interstate trade and commerce in bundle kindling wood herein described still exists and will continue to exist unless enjoined by a decree of this Court; the defendants are carrying out the same within the State and Southern District of New York, and many of the things complained of in this petition have been committed in whole and others in part within said state and district and are now being committed therein; the office and principal place of business of the defendant Standard Wood Company, which exercises the dominating and controlling influence in the aforesaid combination and conspiracy, is in said State and District.

VI.**Prayer.**

In consideration whereof and in as much as adequate remedy in the premises can only be obtained in a Court of equity, your petitioner, the United States of America, prays your Honors to order, adjudge and decree as follows:

(1) That the defendants and each and every of them, have entered into and are now engaged in an

unlawful combination and conspiracy to restrain the trade and commerce among the several states of the United States in bundle kindling wood and to monopolize the same, in violation of the Act of Congress approved July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies"; and that said defendants and each and every of them, their officers, directors, stockholders, agents and servants be perpetually enjoined and restrained from doing any act in pursuance of or for the purpose of carrying out the same.

(2) That the Standard Wood Company is in itself an unlawful combination in restraint of interstate trade and commerce in bundle kindling wood; that it has attempted and is now attempting to monopolize, is in combination and conspiracy with others to monopolize and has monopolized parts of such trade and commerce; and that it and its officers, directors, agents and servants be restrained from engaging in interstate or foreign commerce until it shall have withdrawn from and ceased to operate under the aforesaid contracts between it and the other defendants herein, and all other similar contracts.

(3) That the aforesaid contracts between the Standard Wood Company and the other defendants herein are unlawful contracts and were entered into by the parties thereto in violation of the said Act of Congress approved July 2nd, 1890.

(4) That the defendants and each and every of them be enjoined from continuing to carry out the purposes of the above described contracts, combinations and conspiracies and attempts to monopolize by the means hereinbefore described or by any other means and be required to desist and withdraw from all connection therewith.

(5) That the petitioner have such other, further and general relief as may be proper, including such temporary or interlocutory relief by way of injunction, receivership or otherwise as the equities of the case may require.

(6) To the end, therefore, that the petitioner may obtain the relief to which it is justly entitled, may it please your Honors to issue writs of subpoena directed to the said defendants Standard Wood Company, Shrader Wood Company, Conway Wood Company, Long Island Wood Company, Empire Wood Company, Keystone Wood Company, Pennsylvania Wood Company, Greene Manufacturing Company, Joseph W. Blaisdell, Philo C. Blaisdell, Walter F. Blaisdell, Charles O. Blaisdell, Joseph F. Blaisdell, Andrew D. Whyte, George T. Whyte, Lillian P. Page, Joseph Fischer, Paul H. Knowlton, W. L. Barclay, Darwin A. Greene, David J. Greene, Malcolm Garabedian, Michael H. Johnson, Thomas Halezian, Jacob Adams, Jacob Avakin and Peter Gigngigian and each of them commanding each and all to appear herein and answer this petition, but not under oath,

which is hereby expressly waived, and to abide by and perform such orders as the Court may make in the premises.

And your petitioner will ever pray, etc.

HENRY A. WISE,
United States Attorney for the Southern
District of New York, Solicitor for
Petitioner.

GEORGE W. WICKERSHAM,
Attorney General.

JAMES A. FOWLER,
Assistant to the Attorney General.

EVAN SHELBY,
Special Assistant United States Attorney.

JOHN W. H. CRIM,
Assistant United States Attorney.

30

Exhibit "A."

Darwin A. Greene,
President.

David J. Greene,
Secretary.

GREENE MANUFACTURING CO.

Established
1857.

BROOKLYN, N. Y. Aug. 25th, 1908.

MR. WALTER V. LAWTON,
Providence, R. I.

DEAR SIR :—

Your letter of the 21st inst. containing order for one of our machine steam presses has come duly to hand, and for which order please accept our thanks. Before accepting it, however, it will have to be O. K.'d by the Standard Wood Co. of 90 West Street, New York City, who have the exclusive selling agency for New England for some of our machinery, the Machine Steam Presses being one part of it. As soon as we receive your order through them, we will commence work on it and hurry it along as much as possible.

Yours truly,
GREENE MANUFACTURING CO.,
DAVID J. GREENE,
Treas.

31

Exhibit "B."

SEPTEMBER 9TH, 1908.

MR. WALTER V. LAWTON,
Providence, R. I.

DEAR SIR :—

Your letter of the 8th received, and I note the other correspondence received from you. In reply to the same, would say that we cannot accept this order, and have so informed the Greene M'f'g Co.

Yours truly,
GEO. T. WHYTE.

Exhibit "C."

ARTICLES OF AGREEMENT made this first day of October, 1903, between the Shrader Wood Company, a Corporation organized under the laws of the State of Pennsylvania, party of the first part, and the Standard Wood Company, a corporation organized under the laws of the State of New Jersey, party of the second part, Witnesseth :

WHEREAS the party of the first part has a certain contract with the Central Pennsylvania Lumber Company, a Corporation organized under the laws of the State of Pennsylvania, dated October 10th, 1903, which contract covers all of the hemlock slabwood, edgings and refuse wood except lath and pickets coming from hemlock logs cut, and to be cut, from a tract of timber land in Bradford County, Pa., known as the "Shrader Tract," and which are to be sawed

at the saw mill located at Laquin, Bradford County, Pa., and whereas the party of the second part is in the business of selling bundle kindling wood.

IT IS NOW THEREFORE MUTUALLY AGREED AS FOLLOWS:

FIRST: The party of the first part agrees to manufacture first class, merchantable, standard size, hemlock kiln dried bundles and agrees to sell and ship to the party of the second part, as may be ordered from week to week by the party of the second part, all of the hemlock bundle kindling wood manufactured by the party of the first part; whether the said bundle kindling wood is made from the slabs, edgings and refuse wood that comes from the hemlock logs, from the above mentioned Shrader Tract, or any other hemlock slabs and edgings, that the said party of the first part may buy, the intention being that all hemlock bundle kindling wood manufactured by the said party of the first part, is to be sold to the party of the second part as per price and terms hereinafter mentioned.

SECOND: The party of the second part agrees to purchase all of the hemlock bundle kindling wood manufactured by the party of the first part, as per price and terms hereinafter mentioned.

THIRD: The party of the second part agrees to send to the party of the first, orders for the weekly shipment of said bundle kindling wood, in such amounts as the market requires from week to week. The intention being, to so order the shipments from week to week, so as not to pile out any more wood

than the current weekly demands for bundle wood makes necessary. The amount ordered weekly being governed by the current weekly demands; but it is understood that the total number of bundles ordered shipped in each year shall be large enough to practically cover the amount of bundles that can be manufactured from all of the slabs and edgings and refuse wood that comes from the said saw-mill located at Laquin, Bradford County, Pa. It being understood that the cut of said saw mill is to be thirty million (30,000,000) to thirty-five million (35,000,000) feet per year.

FOURTH: The party of the second part agrees to pay to the party of the first part for all of the said bundle wood shipped by the party of the first part to the party of the second part and that has been sold by the party of the second part, at the average price per hundred bundles, that the party of the second part receives from the sale of all the hemlock bundles, sold by the party of the second part less the *pro rata* of expenses in conducting the business.

Payments are to be made on account of weekly sales, not later than the tenth of each and every month, for all bundles sold the preceding month, and the final payment for all bundle wood sold during each year is to be made as soon as possible after the end of each year, as soon as it is possible to ascertain the said average price per hundred bundles received for each year's total sales.

FIFTH: This agreement is to run for fifteen years from the date of this agreement, with the understand-

in the States of Maine, New Hampshire, Vermont, Massachusetts and Rhode Island, less the proper *pro rata* of expenses in conducting the business in the States above mentioned. Payments are to be made on account of weekly sales, not later than the tenth of each and every month, for all bundles sold the preceding month, and the final payment for all bundles sold during each year to be made as soon as possible after the end of each year, as soon as it is possible to ascertain the said average price per hundred bundles received for each years total sales.

FIFTH. This agreement is to run for ten years from the date of this agreement, with the understanding that the Standard Wood Co. may extend this agreement if it so desires, for such length of time as the Conway Wood Co. may continue to manufacture bundle kindling wood.

IN WITNESS WHEREOF, the parties hereto have caused its corporate name and seal to be hereunto signed by its President and attested by its Secretary.

CONWAY WOOD COMPANY,
PAUL H. KNOWLTON,
Prest.

Attest:

GEO. W. WHYTE,
[SEAL] Sec'y.

STANDARD WOOD COMPANY,
J. W. BLAISDELL,
Prest.

Attest:

GEO. W. WHYTE,
[SEAL] Secy.

[6495]