Appendix A

Final Judgments

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Appendix A-1

United States v. Elliott, No. 3811 (C.C.E.D. Mo. 1896)

UNITED STATES OF AMERICA, EASTERN DISTRICT OF MISSOURI.

IN THE CIRCUIT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DIVISION OF SAID DISTRICT.

THE UNITED STATES OF AMERICA
vs.
M. J. ELLIOTT ET AL.

Equity No. 3811.

INJUNCTION.

The President of the United States of America to M. J. Elliott, Eugene V. Debs, and others.

You and each and every of you, *Greeting:*

Whereas it has been represented to the judges of our Circuit Court of the United States for the Eighth Circuit, in the Eastern District of Missouri, in chancery sitting, on the part of the United States of America by its certain bill of complaint against you and each and every of you, that you are combining and confederating with others in interfering with, hindering, obstructing, and stopping the business of the following-named companies, to wit:

Atchison, Topeka & Santa Fe Railroad Company.
Baltimore & Ohio Southwestern Railroad.
Terminal Railroad Association of St. Louis.
Missouri Pacific Railway Company.
St. Louis, Iron Mountain & Southern Railway Company.
St. Louis-Southwestern Railway Company.
St. Louis & San Francisco Railway Company.
St. Louis, Keokuk & Northwestern Railway Company.
Terre Haute & Indianapolis Railroad.
Louisville & Nashville Railroad.
Missouri, Kansas & Texas Railroad.
Merchants' Bridge Terminal Railway.
Chicago & Alton Railroad.
Chicago, Burlington & Quincy Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Wabash Railroad.
Mobile & Ohio Railroad.
Kansas City, Fort Scott & Memphis Railroad.

And it being ordered that a writ of injunction issue out of our said court, upon said bill of complaint, enjoining and restraining you and each and every of you as prayed in said bill,

We, therefore, in consideration thereof, and the particular matters in said bill set forth, do strictly command you and each and every of you and all persons acting in concert with you under your direction and control, and until the further order of the court, absolutely to desist and refrain from in any way or manner interfering with, hindering, obstructing, or stopping the business of any of the above-named companies as common carriers of passengers and freight between or among any States of the United States, and from in any way or manner interfering with, hindering, obstructing, or stopping any mail trains, express trains, or other trains, whether freight or passenger, engaged in interstate commerce, or carrying passengers or freight between or among the States; and from in any manner interfering with, injuring, or destroying any of the property of any of said railroads engaged in or for the purpose of interstate commerce or the carriage of the mails of the United States or the transportation of passengers or freight between or among the States; and from entering upon the grounds or premises of any of said railroads for the purpose of interfering with, hindering, obstructing, or stopping any of said mail trains, passenger or freight trains engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or for the purpose of interfering with, injuring, or destroying any of said property so engaged in or used in connection with interstate commerce or the transportation of passengers or property between or among the States; and from injuring or destroying any part of the tracks, roadbed or road, or permanent structures of said railroads, and from injuring, destroying, or in any way interfering with any of the signals or switches of any of said railroads, and from displacing or extinguishing any of the signals of any of said railroads, and from spiking, locking, or in any manner fastening any of the switches of any of said railroads, and from uncoupling or in any way hampering or obstructing the control by any of said railroads of any of the cars, engines, or parts of trains of any of said railroads engaged in interstate commerce, or in the transportation of passengers or freight between or among the States, or engaged in carrying any of the mails of the United States; and from compelling or inducing or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, to refuse or fail to perform any of their duties as employees of any of said railroads in connection with the interstate business or commerce of such railroads, or the carriage of the United States mail by such railroads, or the transportation of passengers or property between or among the States; and from compelling, inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of any of said railroads, who are employed by such railroads, and engaged in its service in the conduct of interstate business or in the operation of any of its trains carrying the mail of the United States, or doing interstate business or the transportation of passengers and freight between and among the States, to leave the service of such railroad; and from preventing any person whatever, by threats, intimidation, force, or violence, from entering the service of any of said railroads and doing the work thereof in the carrying of the mails of the United States, and in the transportation of passengers and freight between or among the States; and from doing any act whatever in furtherance of any conspiracy or combination to restrain either of said railroad companies, or receivers, in the free and unhindered control and handling of interstate commerce over the lines of said railroads, and in the transportation of persons and freight between and among the States; and from ordering, directing, aiding or assisting any person or persons to commit any or either of the acts aforesaid which have been specifically enjoined.

Hereof fail not, under penalty of what the law directs.

To the marshal of the Eastern District of Missouri to execute and return in due form of law.

Witness the Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, the seventh day of July, A. D. eighteen hundred and ninety-four.

Issued at office, in the city of St. Louis, under the seal of said Circuit Court, the day and year last aforesaid.

A. P. SELBY, *Clerk.*

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

UNITED STATES
vs.
M. J. ELLIOTT ET AL.

Equity No. 3811.

FINAL DECREE.

It appearing to the court that the following-named defendants are in default, to wit: M. J. Elliott, Eugene V. Debs, and others, and that a decree pro confesso has been heretofore entered herein as to them; therefore, on motion of W. H. Clopton, United States attorney, made upon the direction of the Attorney General of the United States,

It is ordered, adjudged, and decreed by the court that the temporary injunction heretofore granted in this cause be made perpetual as against the said defendants above named, and that the complainant recover of said defendants its costs.

ELMER B. ADAMS, *Judge.*

APRIL 6, 1896.

Appendix A-2

United States v. Standard Oil Co. of New Jersey, 173 F. 177 (C.C.E.D. Mo. 1909)

UNITED STATES v. STANDARD OIL CO. OF NEW JERSEY.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT OF MISSOURI.

UNITED STATES OF AMERICA, PETITIONER,

vs.

STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS, DEFENDANTS.

In Equity. No. 5371.

DECREE.

The case was argued on behalf of the United States by Mr. Frank B. Kellogg and Mr. Charles B. Morrison. The Attorney General, Mr. Cordenio A. Severance, and Mr. J. Harwood Graves were on the brief. It was argued for the defendants by Mr. John G. Milburn, Mr. D. T. Watson, Mr. Moritz Rosenthal, and Mr. John G. Johnson. Mr. Frank L. Crawford, Mr. Chauncey W. Martyn, Mr. Douglas Campbell, Mr. Walter F. Taylor, Mr. M. F. Elliott, Mr. Martin Carey, Mr. John M. Freeman, Mr. Ernest C. Irwin, and Mr. W. I. Lewis were on the briefs.

After deliberation, it is ordered, adjudged, and decreed:

SECTION 1. That in and prior to the year 1899 there were twenty corporations organized, respectively, under the laws of various States engaged in commerce in petroleum and its products, either among the States, or in the Territories, or with foreign nations, and these corporations held a majority of the stock and controlled the business and operations of many other corporations engaged in that commerce; that one of these corporations was the Standard Oil Company of New Jersey, hereafter called the Standard Company, which had a capital stock of $10,000,000.00; that since the year 1890 the defendants named in section two of this decree have entered into and are carrying out a combination or conspiracy in pursuance whereof about the year 1899 they caused the capital stock of the Standard Company to be increased to $100,000,000.00, caused a majority of the stock of the nineteen companies, and the power to control them, and to manage their trade, and the power to control the corporations which they controlled and to manage their trade, to be vested in and held by the Standard Company in exchange for its stock which was issued to the former holders of the stock of the nineteen companies, and caused the Standard Company ever since to control all these corporations, hereafter called the subsidiary corporations, and to manage their trade without competition among themselves as the trade and business of a single person; that this combination or conspiracy is a combination or conspiracy in restraint of trade and commerce in petroleum and its products among the several states, in the Territories, and with foreign nations, such as an act of Congress approved July 2, 1890, 26 Stat., 209, c. 647

(U. S. Comp. Stat., 1901, page 3200), entitled " An act to protect trade and commerce against unlawful restraints and monopolies," declares to be illegal.

SECTION 2. That the defendants, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, and Charles M. Pratt, hereafter called the seven individual defendants united with the Standard Company and other defendants to form and effectuate this combination, and since its formation have been and still are engaged in carrying it into effect and continuing it; that the defendants. Anglo-American Oil Company (Limited), Atlantic Refining Company, Buckeye Pipe Line Company, Borne-Scrymser Company, Chesebrough Manufacturing Company (Consolidated), Cumberland Pipe Line Company, Colonial Oil Company, Continental Oil Company, Crescent Pipe Line Company, Henry C. Folger, jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of Corsicana Refining Company, Eureka Pipe Line Company, Galena Signal Oil Company, Indiana Pipe Line Company, Manhattan Oil Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Ohio Oil Company, Prairie Oil and Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Swan and Finch Company, Union Tank Line Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, have entered into and became parties to this combination and are either actively operating or aiding in the operation of it; that by means of this combination the defendants named in this section have combined and conspired to monopolize, have monopolized, and are continuing to monopolize a substantial part of the commerce among the States, in the Territories, and with foreign nations, in violation of section 2 of the antitrust act.

SECTION 3. That the defendants Argand Refining Company, American Lubricating Oil Company, Acme Oil Company, Baltimore United Oil Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Mountain State Gas Company, National Fuel Gas Company, Northwestern Ohio Natural Gas Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburg Natural Gas Company, Platt and Washburn Refining Company, Republic Oil Company, Salamanca Gas Company, Standard Oil Company of Minnesota, Taylorstown Natural Gas Company, Tide Water Oil Company, Tide Water Pipe Company (Limited), United Natural Gas Company, United Oil Company, have not been proved to be engaged in the operation or carrying out of the combination, and the bill is dismissed as against each of them.

SECTION 4. That in the formation and execution of the combination or conspiracy the Standard Company has issued its stock to the amount of more than $90,000,000.00 in exchange for the stocks of other corporations which it holds, and it now owns and controls all of the capital stock of many corporations, a majority of the stock or controlling interest in some corporations, and stock in other corporations as follows:

Name of company.	Total capital stock.	Owned by Standard Oil Company.
Anglo-American Oil Company (Limited)	£1,000,000	£999,740
Atlantic Refining Company	$5,000,000	$5,000,000
Borne-Scrymser Company	200,000	199,700
Buckeye Pipe Line Company	10,000,000	9,999,700
Chesebrough Manufacturing Company (Consolidated)	500,000	277,700
Colonial Oil Company	250,000	249,300
Continental Oil Company	300,000	300,000
Crescent Pipe Line Company	3,000,000	3,000,000
Eureka Pipe Line Company	5,000,000	4,999,400
Galena-Signal Oil Company	10,000,000	7,079,500
Indiana Pipe Line Company	1,000,000	999,700
Lawrence Natural Gas Company	450,000	450,000
Mahoning Gas Fuel Company	150,000	149,900
Mountain State Gas Company	500,000	500,000
National Transit Company	25,455,200	25,451,650
New York Transit Company	5,000,000	5,000,000
Northern Pipe Line Company	4,000,000	4,000,000
Northwestern Ohio Natural Gas Company	2,775,250	1,649,450
Ohio Oil Company	10,000,000	9,999,850
People's Natural Gas Company	1,000,000	1,000,000
Pittsburg Natural Gas Company	310,000	310,000
Solar Refining Company	500,000	499,400
Southern Pipe Line Company	10,000,000	10,000,000
South Penn Oil Company	2,500,000	2,500,000
Southwest Pennsylvania Pipe Lines	3,500,000	3,500,000
Standard Oil Company (of California)	17,000,000	16,999,500
Standard Oil Company (of Indiana)	1,000,000	999,000
Standard Oil Company (of Iowa)	1,000,000	1,000,000
Standard Oil Company (of Kansas)	1,000,000	999,300
Standard Oil Company (of Kentucky)	1,000,000	997,200
Standard Oil Company (of Nebraska)	600,000	599,500
Standard Oil Company (of New York)	15,000,000	15,000,000
Standard Oil Company (of Ohio)	3,500,000	3,499,400
Swan and Finch Company	100,000	100,000
Union Tank Line Company	3,500,000	3,499,400
Vacuum Oil Company	2,500,000	2,500,000
Washington Oil Company	100,000	71,480
Waters-Pierce Oil Company	400,000	274,700

That the defendant National Transit Company, which is owned and controlled by the Standard Oil Company as aforesaid, owns and controls the amounts of the capital stocks of the following-named corporations and limited partnerships, stated opposite each, respectively, as follows:

Name of company.	Total capital stock.	Owned by National Transit Company.
Connecting Gas Company	$825,000	$412,000
Cumberland Pipe Line Company	1,000,000	998,500
East Ohio Gas Company	6,000,000	5,999,500
Franklin Pipe Company, Limited	50,000	19,500
Prairie Oil & Gas Company	10,000,000	9,999,500

That the Standard Company has also acquired the control by the ownership of its stock or otherwise of the Security Oil Company, a corporation created under the laws of Texas, which owns a refinery at Beaumont in that State, and the Manhattan Oil Company, a corporation which owns a pipe line situated in the States of Indiana and Ohio; that the Standard Company and the corporations and partnerships named in section 2 are engaged in the various branches of the business of producing, purchasing, and transporting petroleum in the principal oil-producing districts of the United States in New York, Pennsylvania, West Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Kansas, Oklahoma, Louisiana, Texas, Colorado, and California in shipping and transporting the oil through pipe lines owned or controlled by these companies from the various oil-producing districts into and through other States, in refining the petroleum and manufacturing it into various products, in shipping the petroleum and the products thereof into the States and Territories of the United States, the District of Columbia, and to foreign nations, in shipping the petroleum and its products in tank cars owned or controlled by the subsidiary companies into various States and Territories of the United States and into the District of Columbia, and in selling the petroleum and its products in various places in the States and Territories of the United States, in the District of Columbia, and in foreign countries; that the Standard Company controls the subsidiary companies and directs the management thereof so that none of the subsidiary companies competes with any other of those companies or with the Standard Company, but their trade is all managed as that of a single person.

SECTION 5. That the stocks of the various corporations which are named in section 2 and described in section 4 of this decree held by the Standard Company were acquired and are held by it by virtue of the illegal combination; that the Standard Company, its directors, officers, agents, servants, and employees are enjoined and prohibited from voting any of the stock in any of the subsidiary companies named in section 2 of this decree, and from exercising or attempting to exercise any control, direction, supervision, or influence over the acts of these subsidiary companies by virtue of its holding of their stock.

And these subsidiary companies, their officers, directors, agents, servants, and employees are, and each of them is, enjoined and prohibited from declaring or paying any dividends to the Standard Company on account of any of the stock of these subsidiary companies held by the Standard Company, and from permitting the latter company to vote any stock in, or to direct the policy of, any of said companies, or to exercise any control whatsoever over the corporate acts of any of said companies by virtue of such stock, or by virtue of the power over such subsidiary corporation acquired by means of the illegal combination. But the defendants are not prohibited by this decree from distributing ratably to the shareholders of the principal company the shares to which they are equitably entitled in the stocks of the defendant corporations that are parties to the combination.

SECTION 6. That the defendants named in section 2 of this decree, their officers, directors, agents, servants, and employees are enjoined and prohibited from continuing or carrying into further effect the combination adjudged illegal hereby, and from entering or performing any like combination or conspiracy, the effect of which is, or will be, to restrain commerce in petroleum or its products among the States, or in the Territories, or with foreign nations, or to prolong the unlawful monopoly of such commerce obtained and possessed by defendants as before stated, in violation of the act of July 2, 1890, either (1) by the use of liquidating certificates, or other written evidences, of a stock interest in two or more potentially competitive parties to the illegal combination, by causing the conveyance of the physical property and business of any of said parties to a potentially competitive party to this combination, by causing the conveyance of the property and business of two or more of the potentially competitive parties to this combination to any party thereto, by placing the control of any of said corporations in a trustee, or group of trustees, by causing its stock or property to be held by others than its equitable owners, or by any similar device; or (2) by making any express or implied agreement or arrangement together, or one with another, like that adjudged illegal hereby, relative to the control or management of any of said corporations, or the price or terms of purchase, or of sale, or the rates of transportation of petroleum or its products in interstate or international commerce, or relative to the quantities thereof purchased, sold, transported, or manufactured by any of said corporations which will have a like effect in restraint of commerce among the States, in the Territories, and with foreign nations to that of the combination the operation of which is hereby enjoined.

SECTION 7. The defendants named in section two of this decree are enjoined and prohibited, until the discontinuance of the operation of the illegal combination, from engaging or continuing in commerce among the States or in the Territories of the United States.

SECTION 8. The United States shall recover its costs herein, to be taxed by the clerk of the court, and shall have execution therefor.

SECTION 9. This decree shall take effect thirty (30) days after its entry in case no appeal is taken from it. If an appeal is taken from this decree by the defendants, or by any of them, and a bond in the amount of fifty thousand dollars ($50,000.00), conditioned to operate as a supersedeas, approved by one of the circuit judges, is given within thirty (30) days after the entry of this decree, then this decree, unless reversed or modified, shall take effect thirty (30) days after the final decision of this case by the Supreme Court upon the appeal.

St. Louis, November 20, 1909.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
United States Circuit Judges.

IN THE UNITED STATES CIRCUIT COURT FOR THE EASTERN DISTRICT OF MISSOURI.

UNITED STATES
vs.
STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS.

SUPPLEMENTAL DECREE.

Whereas final decree was entered in the above-entitled cause in this court on the twentieth day of November, 1909, in the following words, viz:

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DIVISION OF THE EASTERN JUDICIAL DISTRICT OF MISSOURI.

UNITED STATES OF AMERICA, PETITIONER,
vs.
STANDARD OIL COMPANY OF NEW JERSEY AND OTHERS, DEFENDANTS.

In Equity. No. 5371.

DECREE.

The case was argued on behalf of the United States by Mr. Frank B. Kellogg and Mr. Charles B. Morrison. The Attorney General, Mr. Cordenio A. Severance, and Mr. J. Harwood Graves were on the brief. It was argued for the defendants by Mr. John G. Milburn, Mr. D. T. Watson, Mr. Moritz Rosenthal, and Mr. John G. Johnson. Mr. Frank L. Crawford, Mr. Chauncey W. Martyn, Mr. Douglas Campbell, Mr. Walter F. Taylor, Mr. M. F. Elliott, Mr. Martin Carey, Mr. John M. Freeman, Mr. Ernest C. Irwin, and Mr. W. I. Lewis were on the briefs.

After deliberation, it is ordered, adjudged, and decreed:

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Standard Oil Company of New Jersey, hereafter called the Standard Company, which had a capital stock of $10,000,000.00; that since the year 1890 the defendants named in section two of this decree have entered into and are carrying out a combination or conspiracy in pursuance whereof about the year 1899 they caused the capital stock of the Standard Company to be increased to $100,000,000.00, caused a majority of the stock of the nineteen companies, and the power to control them, and to manage their trade, and the power to control the corporations which they controlled and to manage their trade, to be vested in and held by the Standard Company in exchange for its stock which was issued to the former holders of the stock of the nineteen companies, and caused the Standard Company ever since to control all these corporations, hereafter called the subsidiary corporations, and to manage their trade without competition among themselves as the trade and business of a single person; that this combination or conspiracy is a combination or conspiracy in restraint of trade and commerce in petroleum and its products among the several States, in the Territories, and with foreign nations, such as an act of Congress approved July 2, 1890, 26 Stat., 209, c. 647 (U. S. Comp. Stat., 1901, page 3200), entitled "An act to protect trade and commerce against unlawful restraints and monopolies," declares to be illegal.

SECTION 2. That the defendants, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, and Charles M. Pratt, hereafter called the seven individual defendants, united with the Standard Company and other defendants to form and effectuate this combination, and since its formation have been and still are engaged in carrying it into effect and continuing it; that the defendants, Anglo-American Oil Company (Limited), Atlantic Refining Company, Buckeye Pipe Line Company, Borne-Scrymser Company, Chesebrough Manufacturing Company (Consolidated), Cumberland Pipe Line Company, Colonial Oil Company, Continental Oil Company, Crescent Pipe Line

Company, Henry C. Folger, jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of Corsicana Refining Company, Eureka Pipe Line Company, Galena Signal Oil Company, Indiana Pipe Line Company, Manhattan Oil Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Ohio Oil Company, Prairie Oil and Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Swan and Finch Company, Union Tank Line Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, have entered into and became parties to this combination and are either actively operating or aiding in the operation of it; that by means of this combination the defendants named in this section have combined and conspired to monopolize, have monopolized, and are continuing to monopolize a substantial part of the commerce among the States, in the Territories, and with foreign nations, in violation of section 2 of the antitrust act.

SECTION 3. That the defendants Argand Refining Company, American Lubricating Oil Company, Acme Oil Company, Baltimore United Oil Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Mountain State Gas Company, National Fuel Gas Company, Northwestern Ohio Natural Gas Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburg Natural Gas Company, Platt and Washburn Refining Company, Republic Oil Company, Salamanca Gas Company, Standard Oil Company of Minnesota, Taylorstown Natural Gas Company, Tide Water Oil Company, Tide Water Pipe Company (Limited), United Natural Gas Company, United Oil Company, have not been proved to be engaged in the operation or carrying out of the combination, and the bill is dismissed as against each of them.

SECTION 4. That in the formation and execution of the combination or conspiracy the Standard Company has issued its stock to the amount of more than $90,000,000.00 in exchange for the stocks of other corporations which it holds, and it now owns and controls all of the capital stock of many corporations, a majority of the stock or controlling interest in some corporations, and stock in other corporations as follows:

Name of company.	Total capital stock.	Owned by Standard Oil Company.
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Standard Oil Company (of Indiana)	1,000,000	999,000
Standard Oil Company (of Iowa)	1,000,000	1,000,000
Standard Oil Company (of Kansas)	1,000,000	999,300
Standard Oil Company (of Kentucky)	1,000,000	997,200
Standard Oil Company (of Nebraska)	600,000	599,500
Standard Oil Company (of New York)	15,000,000	15,000,000
Standard Oil Company (of Ohio)	3,500,000	3,499,400
Swan and Finch Company	100,000	100,000
Union Tank Line Company	3,500,000	3,499,400
Vacuum Oil Company	2,500,000	2,500,000
Washington Oil Company	100,000	71,480
Waters-Pierce Oil Company	400,000	274,700

That the defendant National Transit Company, which is owned and controlled by the Standard Oil Company as aforesaid, owns and controls the amounts of the capital stocks of the following-named corporations and limited partnerships, stated opposite each, respectively, as follows:

Name of company.	Total capital stock.	Owned by National Transit Company.
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Franklin Pipe Company, Limited	50,000	19,500
Prairie Oil & Gas Company	10,000,000	9,999,500

That the Standard Company has also acquired the control by the ownership of its stock or otherwise of the Security Oil Company, a corporation created under the laws of Texas, which owns a refinery at Beaumont in that State, and the Manhattan Oil Company, a corporation which owns a pipe line situated in the States of Indiana and Ohio; that the Standard Company and the corporations and partnerships named in section 2 are engaged in the various branches of the business of producing, purchasing, and transporting petroleum in the principal oil-producing districts of the United States in New York, Pennsylvania, West Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Kansas, Oklahoma, Louisiana, Texas, Colorado, and California in shipping and transporting the oil through pipe lines owned or controlled by these companies from the various oil-producing districts into and through other States, in refining the petroleum and manufacturing it into various products, in shipping the petroleum and the products thereof into the States and Territories of the United States, the District of Columbia, and to foreign nations, in shipping the petroleum and its products in tank cars owned or controlled by the subsidiary companies into various States and Territories of the United States and into the District of Columbia, and in selling the petroleum and its products in various places in the

States and Territories of the United States, in the District of Columbia, and in foreign countries; that the Standard Company controls the subsidiary companies and directs the management thereof so that none of the subsidiary companies competes with any other of those companies or with the Standard Company, but their trade is all managed as that of a single person.

SECTION 5. That the stocks of the various corporations which are named in section 2 and described in section 4 of this decree held by the Standard Company were acquired and are held by it by virtue of the illegal combination; that the Standard Company, its directors, officers, agents, servants, and employees are enjoined and prohibited from voting any of the stock in any of the subsidiary companies named in section 2 of this decree, and from exercising or attempting to exercise any control, direction, supervision, or influence over the acts of these subsidiary companies by virtue of its holding of their stock.

And these subsidiary companies, their officers, directors, agents, servants, and employees are, and each of them is, enjoined and prohibited from declaring or paying any dividends to the Standard Company on account of any of the stock of these subsidiary companies held by the Standard Company, and from permitting the latter company to vote any stock in, or to direct the policy of, any of said companies, or to exercise any control whatsoever over the corporate acts of any of said companies by virtue of such stock, or by virtue of the power over such subsidiary corporation acquired by means of the illegal combination. But the defendants are not prohibited by this decree from distributing ratably to the shareholders of the principal company the shares to which they are equitably entitled in the stocks of the defendant corporations that are parties to the combination.

SECTION 6. That the defendants named in section 2 of this decree, their officers, directors, agents, servants, and employees are enjoined and prohibited from continuing or carrying into further effect the combination adjudged illegal hereby, and from entering or performing any like combination or conspiracy, the effect of which is, or will be, to restrain commerce in petroleum or its products among the States, or in the Territories, or with foreign nations, or to prolong the unlawful monopoly of such commerce obtained and possessed by defendants as before stated, in violation of the act of July 2, 1890, either (1) by the use of liquidating certificates, or other written evidences, of a stock interest in two or more potentially competitive parties to the illegal combination, by causing the conveyance of the physical property and business of any of said parties to a potentially competitive party to this combination, by causing the conveyance of the property and business of two or more of the potentially competitive parties to this combination to any party thereto, by placing the control of any of said corporations in a trustee, or group of trustees, by causing its stock or property to be held by others than its equitable owners, or by any similar device; or (2) by making any express or implied agreement or arrangement together, or one with another, like that adjudged illegal hereby, relative to the control or management of any of said corporations, or the price or terms of purchase, or of sale, or the rates of transportation of petroleum or its products in interstate or international commerce, or relative to the quantities thereof purchased, sold, transported, or manufactured by any of said corporations which will have a like effect in restraint of commerce among the States, in the Territories, and with foreign nations to that of the combination the operation of which is hereby enjoined.

SECTION 7. The defendants named in section two of this decree are enjoined and prohibited, until the discontinuance of the operation of the illegal combination, from engaging or continuing in commerce among the States or in the Territories of the United States.

SECTION 8. The United States shall recover its costs herein, to be taxed by the clerk of the court, and shall have execution therefor.

SECTION 9. This decree shall take effect thirty (30) days after its entry in case no appeal is taken from it. If an appeal is taken from this decree by the defendants, or by any of them, and a bond in the amount of fifty thousand dollars ($50,000.00), conditioned to operate as a supersedeas, approved by one of the circuit judges, is given within thirty (30) days after the entry of this decree, then this decree, unless reversed or modified, shall take effect thirty (30) days after the final decision of this case by the Supreme Court upon the appeal.

St. Louis, November 20, 1909.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
United States Circuit Judges.

And whereas certain of the defendants appealed from said decree to the Supreme Court of the United States, which court, after duly considering the same, did, on the fifteenth day of May, 1911, order, adjudge, and decree that the decree of the said Circuit Court in this cause be modified as indicated in the opinion of the said Supreme Court, and as so modified, affirmed, the said Circuit Court to retain jurisdiction to the extent necessary to compel compliance in every respect with its decree.

And whereas the modification indicated in the opinion of the Supreme Court was in the following language, viz:

We think that in view of the magnitude of the interests involved and their complexity that the delay of thirty days allowed for executing the decree was too short and should be extended so as to embrace a period of at least six months. So, also, in view of the possible serious injury to result to the public from an absolute cessation of interstate commerce in petroleum and its products by such vast agencies as are embraced in the combination, a result which might arise from that portion of the decree which enjoined carrying on of interstate commerce not only by the New Jersey corporation, but by all the subsidiary companies, until the dissolution of the combination by the transfer of the stocks in accordance with the decree should not have been awarded.

Our conclusion is that the decree below was right and should be affirmed, except as to the minor matters concerning which we have indicated the decree should be modified.

And whereas the mandate of the Supreme Court having been duly issued and filed in the office of the clerk of this court affirming said judgment, now, therefore, on motion of the United States it is ordered, adjudged, and decreed:

(1) Subdivision 9 of the original decree in this cause is hereby modified in accordance with the opinion of the Supreme Court of the United States so as to extend the period of thirty days therein prescribed to six months after the date of filing the mandate in this cause, to wit, six months from the 21st day of June, 1911, or to such later date as this court may hereafter prescribe on application made therefor.

(2) That subdivision 7 of the original decree in this cause, wherein the defendants named in section 2 of the decree were enjoined and prohibited until the discontinuance of the operation of the illegal combination from engaging or continuing in commerce among the States or in the Territories of the United States, is hereby amended in accordance with the opinion of the Supreme Court of the United States, and the said defendant corporations are not enjoined pending the six months provided hereby, or any additional time allowed by the court, for the dissolution of the combination from so engaging or continuing in commerce among the States or in the Territories of the United States.

(3) That in all other respects the said original decree and all parts thereof remain in full force and effect, and this court hereby retains jurisdiction of said cause to the extent necessary to compel a compliance with the same in every respect.

Any party to this cause may apply on the foot of this decree for further directions.

WALTER H. SANBORN,
WILLIAM C. HOOK,
ELMER B. ADAMS,
United States Circuit Judges.
WILLIS VAN DEVANTER,
Circuit Justice.

Dated St. Louis, June —, 1911.

Filed and recorded July 29, 1911.

Appendix A-3

United States v. Terminal R.R. Ass'n, No. 5250 (E.D. Mo. 1914)

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.,
DEFENDANTS.

This cause came on to be heard at this term, and it appearing that the United States of America, complainant, heretofore appealed to the Supreme Court of the United States from the final decree of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, dismissing this cause on June 4, 1910; and the Supreme Court of the United States at its October Term, 1911, having duly heard said appeal upon the Transcript of the Record, and having thereupon on the 22nd day of April, 1912, ordered, adjudged and decreed that the said decree of the United States Circuit Court in and for the Eastern Division of the Eastern Judicial District of Missouri in this cause be and the same is hereby reversed, and that said cause is remanded to this Court for further proceedings in accordance with the mandate of the Supreme Court of the United States in this cause, bearing date the twenty-third day of May, 1912.

And afterwards, to wit, it appearing that on the 16th day of June, 1913, a preliminary decree was entered in accordance with the mandate of the Supreme Court, now, therefore, it is ordered, adjudged and decreed by the Court as follows:

1. The Terminal Railroad Association of St. Louis is an unlawful combination contrary to the Anti-Trust Act of July 2, 1890 (26 Stat. 209), when it and the various bridge and terminal companies composing it are operated as railroad transportation companies. The combination may, however, exist and continue as a lawful unification of terminal facilities upon abandoning all operating methods and charges as and for railroad transportation and confining itself to the transaction of a terminal business such as supplying and operating facilities for the interchange of traffic between railroads and to assist in the collecting and distributing of traffic for the carrier companies, switching, storage and the like, and modifying its contracts as herein specified.

An election having been made to continue the combination for terminal purposes the defendants are therefore perpetually enjoined from in any wise managing or conducting the said Terminal Railroad Association or any of its constituent companies and from operating any of the properties belonging to it or its constituents otherwise than as terminal facilities for the railroad companies using the same, and from making charges otherwise than for and according to the nature of the services so lawfully authorized to be rendered.

2. The Agreement of October 1, 1889, between the Terminal Railroad Association and various other defendants, known in the record as Exhibit "A," shall be reformed in the following manner:

(a) The provision thereof reading as follows shall be eliminated:

> "III. In consideration of the foregoing each of the proprietary companies, for itself only and not for others, accepts the right of joint use hereinbefore granted by the first party and hereby covenants and agrees that it will forever make use of the bridge and terminal properties of the first party, as above described, for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided."

(b) The provision thereof reading as follows shall be eliminated:

> "XVII. Neither party shall sell, assign, transfer or underlet the rights and privileges hereby granted, or any of them, to any other company or companies without the unanimous consent of the Board of Directors of the first party."

In lieu thereof the following may be inserted: "No proprietary or using company shall sublet its rights and privileges in the use of the terminal facilities to any other company or companies."

(c) The provision thereof reading as follows shall be eliminated:

"XIX. This agreement may be executed in counterparts, and any railroad company not named as second party hereto, may be admitted to joint use of said terminal system on unanimous consent, but not otherwise, of the directors of the first party, and on payment of such a consideration as they may determine, and on signing this agreement or any counterpart thereof thereby indicating its rights and duties in respect to use of said terminal system to be the same and none other than the said proprietary companies named as second party hereto."

In lieu thereof the following shall be inserted:

(1) In case any other railroad company, not named as second party hereto, shall hereafter desire to become a mamber of the Terminal Railroad Association of St. Louis, it may become a member thereof, with equal rights of joint ownership and control of the combined terminal properties of said Association, upon such just and reasonable terms as shall place such applying company upon a plane of equality in respect of benefits and burdens of the parties hereto of the second part.

(2) Any other railroad company not electing to become a joint owner as above provided, but desiring the use of the terminal facilities of the Terminal Railroad Association of St. Louis may enjoy the use thereof upon such just and reasonable terms and regulations, as will in respect of use, character and cost of service, place it upon as nearly an equal plane as may be, with respect to expenses and charges, as that occupied by the proprietary companies.

(3) Any dispute or controversy which shall hereafter arise between any railroad company applying for joint ownership or use of the said terminal properties and the owning, proprietary companies shall be submitted to the United States District Court for the Eastern Division of the Eastern District of Missouri by filing a petition in this cause setting out specifically the facts upon which the said parties have disagreed and the party so filing said petition shall at least fifteen (15) days before so doing so serve the other party to the controversy with a copy of the petition proposed to be filed, together with a notice that said petition will be filed on a certain designated day. Thereupon the matter shall be placed upon the docket of the United States District Court for the Eastern Division of the Eastern District of Missouri, and shall be heard when called in its regular order on said docket and the proceedings shall be subject to review by appeal as in any other cases. Upon being advised by the filing of a petition of such dispute or controversy the Court may at once admit the applying company to ownership or use of the terminal facilities during the pendency of the proceeding upon the giving of security in amount and form as it may direct.

(d) All provisions of the purport or effect of those eliminated from the Agreement of October 1, 1889, shall also be removed from all other contracts affecting the ownership or use of the terminal facilities to which the Terminal Railroad Association and the proprietary companies or any of them are parties. The benefits and burdens of the amended agreement shall inure to and rest upon all future proprietary and using railroad companies respectively.

3. Hereafter traffic destined to St. Louis, Missouri, or to points west of the Mississippi River and to be transported through the St. Louis gateway or traffic from St. Louis, Missouri, destined to points east of said river, shall not be billed to East St. Louis, Illinois, or other junction points or termini of the railroads of any of the said railroad companies east of the river and then rebilled to destination, but for all such traffic each railroad company shall issue through bills of lading unless otherwise directed by the person controlling the same. The defendants

are perpetually enjoined from violating the above provisions.

4. The defendants are perpetually enjoined from making any special or so-called arbitrary charge for the use of the terminal facilities in respect of traffic originating within the so-called one hundred mile area, that is not equally and in like manner applied in respect of all other traffic of a like character originating outside of that area.

5. The provisions of this decree shall extend to and embrace all railroad companies now or hereafter admitted to joint ownership or use of the facilities of the Terminal Railroad Association and to all its facilities present and future acquired.

6. Nothing in this decree shall be taken to affect in any wise or at any time the power of the Interstate Commerce Commission over the rates to be charged by the Terminal Railroad Association, or the mode of billing traffic passing over its lines, or the establishing of joint through rates or routes over its lines, or any other power conferred by law upon such commission.

7. This cause is reserved for such further orders and decrees as may be deemed necessary.

WALTER H. SANBORN,
WILLIAM C. HOOK,
WALTER I. SMITH,
Circuit Judges.

ST. LOUIS, JANUARY 29, 1914.
Filed March 2, 1914.

W. W. NALL, *Clerk.*

IN THE DISTRICT COURT OF THE UNITED STATES, IN AND FOR THE EASTERN DIVISION OF THE EASTERN DISTRICT OF MISSOURI.

Equity No. 5250.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL. DEFENDANTS.

Upon consideration of the motions of the Terminal Railroad Association of St. Louis et al., defendants, filed May 7, 1915, of the Evens & Howard Fire Brick Company et al., intervenors, filed October 18, 1915, and of the Missouri Pacific Railway Company et al., defendants, filed February 11, 1916, it is

Ordered and decreed that the mandate of the Supreme Court of the United States of April 23, 1915, in this cause be spread upon the records of this court, and that conformably thereto paragraph 1 of the final decree of this court of January 29, 1914, be and it is modified so as to read as follows:

"1. The Terminal Railroad Association of St. Louis is an unlawful combination contrary to the antitrust act of July 2, 1890 (26 Stat., 209), when it and the various bridge and terminal companies composing it are operated as railroad transportation companies. The combination may, however, exist and continue as a lawful unification of terminal facilities upon abandoning all operating methods and charges as and for railroad transportation and confining itself to the transaction of a terminal business such as supplying and operating facilities for the interchange of traffic between railroads and to assist in the collecting and distributing of traffic for the carrier companies, switching, storing, and the like, and modifying its contracts as herein specified. An election having been made to continue the combination for terminal purposes the defendants are therefore perpetually enjoined from in any wise managing or conducting the said Terminal Railroad Association or any of its constituent companies and from operating any of the properties belonging to it or its constituents otherwise than as terminal facilities for the railroad companies using the same, and from making charges otherwise than for and according to the nature of the services so lawfully authorized to be rendered: *Provided, however,* That the right of said Terminal Railroad Association as an accessory to its strictly terminal business to carry on transportation as to business exclusively originating on its lines, exclusively moving thereon, and exclusively intended for delivery on the same is hereby recognized, and nothing in this decree shall be construed to deny such right."

It is further ordered that the motion of the Terminal Railroad Association of St. Louis et al to modify the final decree of January 29, 1914, in other respects be and it is denied.

Dated, St. Louis, Missouri, January 29, 1917.

(Signed) WALTER H. SANBORN,
(Signed) WILLIAM C. HOOK,
(Signed) WALTER J. SMITH,
Circuit Judges.

(Indorsed: "Received, filed, and entered Feb. 7, 1917. W. W. Nall, Clerk.")

Appendix A-4

United States v. Paris Medicine Co., No. 4802 (E.D. Mo. 1917)

UNITED STATES v. PARIS MEDICINE CO.

IN THE DISTRICT COURT OF THE UNITED STATES, EASTERN DISTRICT OF MISSOURI.

UNITED STATES OF AMERICA, PETITIONER,

vs.

PARIS MEDICINE COMPANY, DEFENDANT.

FINAL DECREE.

This cause having come on for hearing upon the motion of the petitioner for a decree, the court, upon consideration of the pleadings and of the consent of defendant on file, finds, orders, and decrees as follows:

FIRST. Defendant Paris Medicine Company is a corporation engaged in the manufacture and sale in interstate commerce of proprietary and patent medicines. It has indicated to wholesale and retail dealers, from time to time, the resale prices which it desired them to charge for its products. It has secured from retail dealers agreements that they would adhere to those prices. It has furnished the retail dealers who entered into and adhered to those agreements with quantities of its products, in addition to what they purchased from the wholesale dealers, at no additional cost. It has refused to do the same for dealers who failed to enter into and comply with such agreements.

SECOND. By these means defendant Paris Medicine Company has procured the adherence of dealers in its products throughout the United States to resale prices fixed by it, thereby creating a combination which suppresses competition in the sale of such products and restrains trade and commerce among the States in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

THIRD. Defendants Paris Medicine Company, its officers, directors, agents, and employees, are hereby enjoined from further engaging in or carrying out the above-described combination or any other of like character and effect.

FOURTH. Defendant Paris Medicine Company, its officers, directors, agents, and employees, are hereby further enjoined from directly or indirectly employing any of the following means for the purpose of procuring the adherence of dealers in its products to resale prices approved by it:

(*a*) Indicating to dealers such prices;

(*b*) Securing from dealers agreements to adhere to such prices;

(*c*) Refusing to sell to dealers who fail to adhere to such prices;

(*d*) Refusing to sell to dealers who fail to adhere to such prices upon the same terms as to dealers who do so adhere;

(*e*) Furnishing additional quantities of defendant's products, at no additional cost, or affording any other advantage, to dealers who adhere to such prices, while refusing similar treatment to dealers who do not so adhere.

FIFTH. Defendant shall pay the cost of this proceeding, to be taxed.

DAVID P. DYER,
United States District Judge.

NOVEMBER 13, 1917.

Appendix A-5

United States v. United Shoe Machinery Corp., No. 4489 (E.D. Mo. 1920)

WILLIAM C. HOOK,
Presiding Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

In Equity No. 4489.

UNITED STATES OF AMERICA, PETITIONER,

vs.

UNITED SHOE MACHINERY COMPANY ET ALS, DEFENDANTS.

Term, 1920.

This cause came on to be heard at this term, and was argued by counsel: and thereupon and upon consideration thereof, it is ORDERED, ADJUDGED AND DECREED:

1. That the defendants, United Shoe Machinery Company of Maine, United Shoe Machinery Corporation, United Shoe Machinery Company of New Jersey, and Louis A. Coolidge, Harold G. Donham, Edward N. Chase, Edward P. Hurd, George W. Brown, George E. Keith, John H. Hanan, Edmund LeB. Gardner, Joseph C. Kilham, Charles G. Rice, John H. Connor, Alfred R. Turner, Samuel Weil and William Woodward, as directors and officers of their codefendant corporation, together with the officers, directors, agents and employees of each of them, are, each and all, hereby forever restrained and enjoined from making any lease of their machinery under which they shall hereafter lease, rent, or otherwise put out machinery for use by shoe manufacturers, which in terms of like tenor or effect contain the following terms, clauses and conditions, and from enforcing any such provisions in leases made by them since October 15, 1914:

(a) The lease machinery shall not, nor shall any part thereof, be used in the manufacture or preparation of any welted boots, shoes, or other footwear, or portions thereof, which have been or shall be welted in whole or in part or the soles in whole or in part stitched by the aid of any welt-sewing or sole-stitching machinery not held by the lessee under lease from the lessor, or in the manufacture or preparation of any turned boots, shoes or other footwear or portions thereof the soles of which have been or shall be in whole or in part attached to their uppers by the aid of any turn-sewing machinery not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes or other footwear which have been or shall be in whole or in part pulled over, slugged, heel seat nailed or otherwise partly made by the aid of any pulling-over or "metallic" machinery not held by the lessee under lease from the lessor.

(b) If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes and other footwear made by or for him which are lasted by the aid of machinery, r shall fail or cease to use exclusively tacking mechanisms and appliances held by him under lease from the lessor for doing all work in the manufacture of all boots, shoes and other footwear made by or for him which is done by the aid of tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith, by notice in writing, any or all leases or licenses of lasting machines, lasting machinery, lasting mechanisms or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all lasting machines, lasting machinery and lasting mechanisms shall thereupon revest in the lessor free from all claims and demands whatsoever.

(c) The lessee shall also purchase from the lessor exclusively, at the prices from time to time established by the lessor, all supplies, including string nails, tack strips and other fastening material used in connection with the leased machinery.

(d) 5. The leased machinery shall be used only in the manufacture or preparation of reinforced insoles which embody the inventions patented in Letters Patent of the United States of America No. 849,245, dated April 2, 1907, owned by the lessor, for use in welted boots, shoes and other footwear known in the trade as "Goodyear welts," which have been or are to be welted wholly by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor, and the soles of which have been or are to be attached to their welts wholly by Goodyear Outsole Rapid Lockstitch Machines held by the Lessee under lease from the lessor, or for use as insoles or soles of turned boots, shoes or other footwear known in the trade as "Goodyear turns," the soles of which have been or are to be attached to their uppers by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor. The auxiliary machinery hereby leased shall be used only in the manufacture or preparation of said patented insoles (or soles) which have been or are to be reinforced wholly by an Economy Insole Reinforcing Machine hereby leased or held by the lessee under other lease and license from the lessor.

6. The lessee is hereby licensed under Letters Patent of the United States No. 849,245, dated April 2, 1907, to manufacture by the use of the principal machinery hereby leased during the continuance in force of this lease and license the patented insoles covered by said Letters Patent and to use such patented insoles so made by the lessee in the manufacture of welted or turned boots, shoes or other footwear which have been or are to be manufactured as provided in article five hereof.

Provided that nothing herein contained shall prevent defendants from granting lawful licenses under the Letters Patent hereinbefore mentioned.

(e) In case the lessee has more work of the kind which can be performed by any of the machines belonging to the metallic department of the lessor than the capacity of the metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of metallic machinery then in force between the lessor and the lessee, whether as the result of assignment, or otherwise.

(f) But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor.

Except that the right is reserved by said clause to cancel a lease for a breach or default of a condition contained in that particular lease not found unlawful in this action.

(g) The lessee shall pay to the lessor throughout the full term of this agreement the respective amounts set forth in the following schedule in respect to each pair of welted boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, which shall have been welted in whole or in part or the soles of which shall have been in whole or in part attached to welts by the use of any welting or stitching or sewing machinery, and in respect to each pair of "turned" boots, shoes, or other footwear, or portions thereof, manufactured or prepared by or for the lessee, the soles of which shall have been sewed or attached to their uppers in whole or in part by the use of any sewing or stitching machinery.

But in lieu thereof the defendants are not enjoined from inserting in form substance the following conditions:

"The lessee shall pay to the lessor throughout the full term of this agreement the respective amounts set forth in the following schedule in respect to each pair of welted boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee which shall have been welted or the soles of which shall have been attached to welts by the use of any welting, stitching or sewing machinery, and in respect to each pair of "turned" boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, the soles of which shall have been sewed or attached to their uppers by the use of any sewing or stitching machinery. But this is limited to the machines mentioned in this paragraph which shall be leased from the defendants."

(h) The licensee, until such time as he shall have redelivered all of said machinery to the United Company, as hereinafter provided, shall pay to the United Company the sum of one-half of one cent (½c.) in respect to each and every pair of boots, shoes or other footwear, or portions thereof, manufactured or prepared in said factory or in any factory to which any of the said machinery shall be removed which have been pulled over in any way, whether wholly or in part, by the aid of machinery, whether or not of the United Company; and the licensee shall also pay to the United Company in respect to each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture or preparation of which any machine hereby leased is used, the sum of one-quarter of one cent (¼c.) for each machine so used; provided, however, that the total of the payments required to be made under this article hereof or under the corresponding article of any other pulling-over department lease or license agreement or agreements heretofore executed between the licensee and the United Company shall not exceed such amount as shall make the total of such payments for such factory and of the payments for such factory required to be made under the corresponding article of any lease or license agreement or agreements between the licensee and the United Company covering lasting machines equal to a payment in respect to the total number of pairs of footwear made in whole or in part in such factory at the following rates, viz:

In respect to all footwear lasted machines held by the licensee under lease or license agreement from the United Company an amount for each pair three-fourths (¾) of one cent in excess of the amount required to be paid under the terms of the lease or license agreements covering such lasting machines.

In respect to all footwear lasted by machines held by held by the licensee under lease or license agreement from the United Company one and three-fourths (1¾) cents for each pair of children's (sizes 1 to 10½, inclusive) footwear and two (2) cents for each pair of all other kinds, excepting alone that turned footwear in the manufacture of which no lasting machine shall be used shall in such computation be included at the rate of three-fourths (¾) of one cent per pair only.

But the defendants are not enjoined hereby from inserting in form or substance the following conditions in their leases:

"The licensee, until such time as he shall have redelivered all of said machinery to the United Company, as hereinafter provided, shall pay to the United Company the sum of one-half of one cent (½c.) in respect to each and every pair of boots, shoes or other footwear, or portions thereof, manufactured or prepared in said factory or in any factory to which any of the said machinery shall be removed which have been pulled over by the aid of the leased machinery of the United Company; and the licensee shall also pay to the United Company in respect to each pair of boots, shoes or other footwear, or portions thereof, in the manufacture or preparation of which any machine hereby leased is used, the sum of one-quarter of one cent (¼c.) for each machine so used."

(i) The licensee shall pay to the United Company, in accordance with the following "Schedule of payments," in respect to each pair of footwear made in said factory or in any factory to which any of the said machinery shall be removed, in the manufacture of which any one or more of the operations of the kinds which can be performed by the machines of the metallic department of the United Company or any one of them is performed by machinery, whether performed by machinery of the United Company or by other machines, viz:

Schedule of payments

	Per Pair
For each pair of turned footwear in which no metallic fastening machine is used for attaching sole	½ cent
For each pair of welted or slip soled or McKay sewed footwear in which no metallic fastening is used for attaching either a welt, slip sole or outsole	1 cent
For each pair of footwear the outsoles of which are attached by metallic fastenings	3 cents
For each pair of footwear of all other kinds	2 cents

Excepting, however, that in the case of each pair of footwear in which all such metallic operations as are preformed by machinery in the manufacture thereof are performed by metallic department machinery of the United Company, held by the licensee under lease or license agreement from the United Company, and in which all of the metallic materials inserted by such machinery are obtained from the United Company at the prices from time to time established by the United Company (which prices include not only the prices for the materials themselves but also an additional amount as royalty for the use of the machines by which the same are inserted), such payment in accordance with the foregoing "Schedule of payments" shall not be required to be made.

But the defendants are not enjoined from inserting in form or substance the following conditions:

"The licensee shall pay to the United Company such prices as may be fixed 'in respect to each pair of footwear made in said factory, or in any factory to which any of the said machinery shall be removed, in the manufacture of which any one or more of the operations is performed by machines of the metallic department of the United Company,' provided such prices do not constitute an unlawful rebate and are not discriminatory within the terms of this decree."

(j) The lessee, as rent and royalty for the leased machinery, shall purchase exclusively of the lessor all the fastening material used by him in connection with the leased machinery, and shall pay the lessor in cash on delivery the regular and uniform prices therefor as established from time to time by the lessor, which shall not be more than ten (10) per cent in excess of the prices to be established from time to time by the lessor for like fastening material to be used in its metallic department machinery by lessees who shall agree not to use the metallic department machinery leased to them in the manufacture of boots or shoes which are lasted on machines other than those leased from the lessor, or of welted boots or shoes which are not welted or stitched on welt sewing and sole stitching machines leased from the lessor or of turned shoes the soles of which are not attached by turn sewing machines leased from the lessor.

But the prohibitions of this decree shall be held to apply only to leases covering shoe machinery where such machinery is shipped from one state to the user, or to his factory for his use, in a different state, in the course of or as a part of the transaction between the lessor and the lessee resulting in the making of the lease.

The provisions of the Act of Congress of October 15, 1914, entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," and the provisions of this decree and injunction do not apply to provisions of defendants' leases issued prior to October 15, 1914.

The injunction hereby ordered is suspended for six months to give the defendants an opportunity to move the Supreme Court of the United States for a supersedeas suspending the injunction until the final decision of the case on appeal, with the right to move before the District Court for a further suspension of the injunction if no action is taken by the Supreme Court.

It is FURTHER ADJUDGED AND DECREED that the petitioner pay one-half (½) the costs of taking and printing the proofs in this cause, including one-half (½) of the expenses of the examiner, and that the defendants pay all other costs.

And thereupon come all of the said defendants at the same term of court and join in open court in praying an appeal from the foregoing decree to the Supreme Court of the United States and file their application accordingly, accompanied by their assignment of errors.

Upon consideration of the premises it is ordered that said appeal be and the same hereby is granted, returnable thirty days from this date, and it is further ordered that a bond in the penal sum of five hundred dollars ($500) shall be filed by the corporate defendants, a bond by the individual defendants having been waived by the United States. Said bond was thereupon presented and approved.

Thereupon comes the United States, petitioner, and in open court waives the issuance, signing and service of a citation herein and acknowledges to have received and be charged with all the force and effect of the proper issuance, signing and service of a formal citation. Defendants are allowed until September 15th, 1920, to docket said appeal in the Supreme Court.

(Signed) JACOB TRIEBER,
United States District Judge.

Dated May 12, 1920.

Appendix A-6

United States v. Painters District Council No. 2, No. 9079 (E.D. Mo. 1930)

UNITED STATES vs. PAINTERS DISTRICT COUNCIL NO. 2, ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI

In Equity No. 9079.

UNITED STATES OF AMERICA, PETITIONER

vs.

PAINTERS DISTRICT COUNCIL NO. 2, BROTHERHOOD OF Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 23 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 46 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 115 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 137 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 1199 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Laurence M. Raftery, Paul G. Smith, Basil W. McCoubrie, Charles J. Eisenring, Fred Rickley, and Edward Hill, defendants

FINAL DECREE.

The United States of America having filed its petition herein on the 10th day of June, 1930, and the defendants, Painters District Council No. 2, Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 23 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 46 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 115 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 137 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Painters Local Union No. 1199 of the Brotherhood of Painters, Decorators, and Paper Hangers of America, Laurence M. Raftery, Paul G. Smith, Basil W. McCoubrie, Charles J. Eisenring, Fred Rickley, and Edward Hill, having thereafter duly appeared herein by R. L. Ailworth and James J. McMullen, their Solicitors.

Comes now the United States of America by its Solicitors, Louis H. Breuer, United States Attorney for the Eastern District of Missouri, John Lord O'Brian, The Assistant to the Attorney General, and Jas. Maxwell Fassett, Special Assistant to the Attorney General and the defendants by their solicitors hereinbefore named,

And it appearing to the Court by admission of the defendants consenting to the entry of this decree that the petition herein states a cause of action, that the Court has jurisdiction of the subject matter alleged in the petition and of the parties defendant, and that the petitioner has moved the Court for an injunction and for other relief against the defendants as herein decreed, and the Court having duly considered statements of counsel for the respective parties, and all of the defendants by their said solicitors having consented to the entry of this decree without contest and before any testimony had been taken, now, therefore, it is

ORDERED, ADJUDGED AND DECREED:

I. That the combination and conspiracy in restraint of interstate trade and commerce, the acts, agreements and understandings among the defendants in restraint of interstate trade and commerce as described in the petition herein, and the restraint of such trade and commerce thereby achieved are violative of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," known as the Sherman Antitrust Act;

II. That each of the defendant associations, each of the individual defendants, and all persons now members of the unincorporated associations made defendants herein and/or represented by the individual defendants in their respective representative capacities, and all persons who though not now members shall hereafter become members of said defendant associations, or any of them, together with their agents, servants, employees, and all persons acting under, through, by, in behalf of, in aid of, or in conjunction with, them or any of them, or claiming so to act, are perpetually enjoined and prohibited,

(a) From combining, conspiring and agreeing with one another or with others, orally or in writing, expressly or impliedly, directly or indirectly, to coerce and compel manufacturers of finished "built-in" kitchen cabinets, finished store fixtures and finished building trim and interior woodwork, having plants located outside of the State of Missouri, by any means whatsoever, to abandon their practice of finishing such products completely in their factories and to sell and ship such products into the State of Missouri in an unfinished condition, and, further,

(b) From combining, conspiring and agreeing with one another or with others, orally or in writing, expressly or impliedly, directly or indirectly, to compel manufacturers of finished products, having plants located outside of the State of Missouri to employ members of defendant unions to put additional and unnecessary paint on such finished products after delivery within the State of Missouri, and, further,

(c) From combining, conspiring and agreeing with one another or with others, orally or in writing, expressly or impliedly, directly or indirectly, to coerce and compel owners, architects, builders and other persons engaged in, or about to engage in, building construction within the State of Missouri to refuse to purchase and to refrain from purchasing finished "built-in" kitchen cabinets, finished store fixtures and finished building trim and interior woodwork from any manufacturers located outside of the State of Missouri by means of strikes or threats to call strikes of labor union members employed on buildings wherein said fixtures, kitchen equipment and interior woodwork is to be used, or by any other means whatsoever;

III. That jurisdiction of this cause is hereby retained for the purpose of giving full effect to this decree, and for the purpose of making such other and further orders or decrees, or such amendments and/or modifications of this decree, or taking such other action, if any, an may be necessary and appropriate to the carrying out and enforcement of said decree, and, also, for the purpose of enabling any of the parties to this decree to make application to the Court at any time for such further orders and directions as may be necessary and proper in relation to the execution of the provisions of this decree or for the enforcement of strict compliance therewith, and the punishment of evasions thereof;

IV. That the United States shall recover its costs.

Dated, St. Louis, Missouri, December 31, 1930.

CHARLES B. FARIS,
United States District Judge.

Appendix A-7

United States v. St. Louis Tile Contractors' Ass'n, No. 521-2 (E.D. Mo. 1940)

U. S. vs. ST LOUIS TILE CONTRS.' ASS'N, ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION.

Civil No. 521-2.

UNITED STATES OF AMERICA, PLAINTIFF

vs.

ST. LOUIS TILE CONTRACTORS' ASSOCIATION; CERAMIC, MOSAIC AND ENCAUSTIC TILE LAYERS' LOCAL UNION NO. 18 OF MISSOURI OF THE BRICKLAYERS, MASONS AND PLASTERERS' INTERNATIONAL UNION OF AMERICA; WEIS & JENNETT MARBLE AND TILE COMPANY; INTERSTATE STONE & MARBLE WORKS, INC.; CENTRAL TERRAZZO & TILE COMPANY; FRANK BUCHANAN; CARL J. WEIS; HERMAN F. ZISKE; JOSEPH F. BARZEN; ALBERT G. GRUETZEMACHER; WILLIAM T. CHRISTY; WILLIAM L. GRUETZEMACHER, JR.; FRED E. KARSTEN.

FINAL DECREE.

1. This cause came on to be heard on this 1st day of July 1940, the complainant being represented by Thurman Arnold, Assistant Attorney General, and Roscoe T. Steffen, Special Assistant to the Attorney General, and the defendants being represented by their counsel, said defendants having appeared voluntarily and generally and waived service of process.

2. It appears to the Court that the defendants have consented in writing to the making and entering of this decree, without any findings of fact, upon condition that neither such consent nor this decree shall be considered an admission or adjudication that said defendants have violated any law.

3. It further appears to the Court that the Tile Contractors' Association of America, Inc., and its Secretary, H. Richardson Cole, have heretofore consented to the entry of a decree against them on June 10, 1940, in the District Court of the United States for the Northern District of Illinois, Eastern Division, in the case entitled *United States of America* v. *The Tile Contractors' Association of America, Inc., et al.*, Civil Action No. 1761; that said decree heretofore entered grants all the relief sought against the defendants named in this action; that no further injunction against the aforesaid Tile Contractors Association of America, Inc., and H. Richardson Cole is necessary and therefore in the best interests of the orderly administration of justice, this injunction will not extend to the aforesaid association and individual.

4. It further appears to the Court that this decree will provide suitable relief concerning the matters alleged in the complaint and by reason of the aforesaid consent of the parties it is unnecessary to proceed with the trial of the cause, or to take testimony therein, or that any adjudication be made of the facts. Now, therefore, upon motion of complainant and in accordance with said consent it is hereby

5. That the Court has jurisdiction of the subject matter set forth in the complaint and of all parties hereto with full power and authority to enter this decree, 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, and that the defendants and each of them and each and all of their respective officers, directors, agents, servants, and employees, and all persons acting or claiming to act on behalf of the defendants or any of them are hereby perpetually enjoined and restrained from maintaining, or extending, directly or indirectly, any combination or conspiracy to restrain interstate trade or commerce as alleged in the complaint by doing, performing, agreeing upon, entering upon, or carrying out any of the acts or things hereinafter prohibited.

6. That the defendant association and defendant tile contractors be and they are hereby perpetually enjoined and restrained from agreeing, combining, and conspiring among themselves or any of them or with any labor union or officer, agent, or employee thereof or with any of them, or with a manufacturer of tile or officer, agent, representative, or employee thereof or with any of them:

(a) To refuse to do business with, or to threaten to refuse to do business with, any manufacturer, jobber, other local distributor, general contractor, or any other person;

(b) To prevent any person, firm, or corporation who is not a member either of the Tile Contractors' Association of America, Inc. (hereinafter sometimes called the Tile Association) or any local association (hereinafter sometimes called subordinate tile association) of tile contractors affiliated with and subordinate to said Tile Association from securing union labor, or to require him to agree to higher wages, shorter hours, or better working conditions than are required of tile contractors who are members of such association;

(c) To create, operate, or participate in the operation of any bid depository;

(d) To create, operate, or participate in the operation of any device similar to a bid depository, any central estimating bureau, any cost formula system or any other method, which device, estimating bureau, cost formula system, or other method is designed to maintain or to fix the price of tile and tile installation, or of any other building material or building material installation, or to limit competition in bidding on tile or tile installation or on any other building material or building material installation, or which has the effect of limiting the awarding authority in its free choice of the successful tile contractor on a given project;

(e) To prevent any person, partnership, or corporation from employing union labor;

(f) To prevent the defendant Union, or any officer or agent of said defendant union, including defendant union officers, from negotiating a labor agreement directly with a tile contractor who is not a member of the Tile Association, or of the defendant tile association, *provided, however,* that nothing in this decree shall prohibit the Tile Association, or any subordinate tile association from insisting upon providing in its labor agreement with any union that the union shall grant to the members of such association terms as favorable to the members of such association as are granted by such union to any nonmember of such association;

(g) To fine or otherwise penalize any member of said Tile Association or subordinate tile association for selling tile unset to any person, partnership, or corporation not a member of said Tile Association or subordinate tile association;

(h) To prevent any person, partnership, or corporation from selling tile unset; *Provided however,* that nothing herein shall be deemed to prevent the advancement or promotion by publicity or advertisement of the use of skilled tile setters for the installation of tiles;

(i) To refuse to install or threaten to refuse to install the material of any manufacturer because he sells or has sold tile to any particular person, partnership, or corporation;

(j) To report to or otherwise notify directly or indirectly for the purposes of accomplishing any objective, end, or act enjoined or prohibited by this decree, any member, officer, or agent of defendant Local Union No. 18 of the Bricklayers, Masons, and Plasterers' International Union of America (hereinafter sometimes called the International Union), or any person acting for or on behalf of them that:

1. A particular manufacturer, jobber, local distributor, general contractor, tile contractor, or any other person is doing or has done business with any individual, partnership, association, or corporation not a member of said Tile Association or subordinate tile association;

2. Any individual, partnership, association, or corporation not a member of said Tile Association or subordinate tile association has contracted for or is engaged in the installation of tile generally or on a particular job;

(k) To aid or assist the defendant Local Union No. 18 of the International Union, its officers or agents, or any of them in the imposition of fines or penalties against any person, partnership, or corporation not a member of said Tile Association or subordinate tile association;

(l) To restrict the sale of tile to any person, partnership, or corporation whatsoever.

7. That the defendant union, its officers, agents, and employees, be, and it is hereby perpetually enjoined, restrained, and prohibited from agreeing, combining, and conspiring with the Tile Association or any subordinate tile association, their officers or agents, including defendant contractors and defendant associations, or with any of them, or with any manufacturer, jobber, or local distributor, or the officers, representatives, or agents thereof, or any of them:

(a) To restrain, restrict, or prevent the sale of tile to any person, partnership, or corporation;

(b) To circulate or distribute to manufacturers, manufacturers' representatives, jobbers, or distributors of tile a list or lists containing the names of contractors under agreement with said International Union or with unions (hereinafter called subordinate unions) affiliated with and subordinate to said International Union, for the purpose of influencing such manufacturers, manufacturers' representatives, jobbers, or distributors to do business only with contractors whose names are included on said list or lists;

(c) To withhold or threaten to withhold labor from any person, partnership, or corporation;

(d) To intimidate or threaten any general contractor or awarding authority from dealing with any person, partnership, or corporation;

(e) To blacklist any person, partnership, or corporation;

(f) To require conditions and terms of any person, partnership, or corporation, which conditions and terms are not required of other contractors in the same branch of the building industry in the same locality;

(g) To impose fines or otherwise assess penalties against any person, partnership, or corporation, other than a member of the Tile Association or of a subordinate tile association.

8. That the defendant union, its officers, agents, or employees, shall not—

(a) withhold or threaten to withhold labor from, or

(b) intimidate any general contractor or awarding authority from dealing with, or

(c) blacklist, or

(d) require conditions and terms not required of other contractors in the same branch of the building industry in the same locality save as otherwise in the decree permitted in the case of, or

(e) impose fines or otherwise assess penalties against,

any individual, partnership, or corporation who is willing and able to execute a written agreement to comply, and to comply, in respects other than those hereinafter specified in paragraphs (a) to (k), inclusive, with the International Union's and the defendant union's requirements for wages, hours, and working conditions (including requirements with respect to the closed shop) required by said unions of all contractors doing similar work in the same locality;

(a) Because the wages, hours, and working conditions (including requirements with respect to the closed shop) required of such person, partnership, or corporation in the locality where such person, partnership, or corporation wishes to hire union labor are less favorable to the union members than the union requirements in some other locality where such person, partnership, or corporation also does business, *provided*, the union may require contractors to pay for the transportation, room, and board of employees ordered from one locality to another by contractors and to pay to such employees the wages, and to adhere to the conditions, obtaining in the locality from which the employees are ordered;

(b) Because the manufacturer of the building materials to be installed by members of the said union for said person, partnership, or corporation either sells directly to jobbers, general contractors, or builders, or to subcontractors who carry on more than one kind of contracting business, or sells to other persons, firms, or corporations not members of the Tile Association or any subordinate tile association;

(c) Because the material to be installed by members of the said union for such complying contractor was manufactured by employees whose wages, hours, and working conditions were less favorable to the employees than the wages, hours, and working conditions of the employees of other manufacturers of the same or of a substitute building material, or because said material was manufactured by another union; *provided, however*, that nothing in this decree shall prevent the members of the said union from refusing, either alone or in concert, to install any building material that is prison made or that is made by a manufacturer who maintains an open shop or a company union or with whom the International Union or a subordinate union is having at the time a labor dispute with respect to wages, hours, or working conditions, or whom the union is attempting to organize;

(d) Because such contractor has broken a rule or regulation of the Tile Association or of any subordinate tile association, *provided, however*, that nothing in this decree shall prohibit or prevent the unions and the tile associations from disciplining any member of said association for a breach by such member of the provisions relating to wages, hours, working conditions, or the closed shop of the labor agreement between said associations or either of them and the International Union or a subordinate union; and *provided further*, that nothing in this decree shall prohibit or prevent the unions from disciplining any contractor for a breach by such contractor of the provisions relating to wages, hours, working conditions, or closed shop of the labor agreement under which he operates;

(e) Because such complying contractor is not a member either of the Tile Association, of a subordinate tile association, or of any other association of contractors;

(f) Because such complying contractor carries no stock of tile or of any other building material, or carries an insufficient quantity of tile or of other building material; or because he does business from his residence, or because he maintains no show room; or because he carries on more than one kind of contracting business; or because he is a general contractor;

(g) Because such person, partnership, or corporation has refused to make payments to any officer, agent, member, or employee of the International Union or subordinate union other than payments due under the contract made or to be made between said parties;

(h) Because such person, partnership, or corporation has refused to deposit with the International Union or a subordinate union, or any officer or agent thereof, an unreasonable wage bond. For the purposes of this decree, it is agreed that a reasonable wage bond shall be one conditioned upon the employer's meeting his payroll obligation on the particular job;

(i) Because said person, partnership, or corporation, after having made a bona fide request for the privilege of hiring men from the subordinate local, and having been refused, has used the tools or has hired persons not in good standing with the International Union;

(j) Because such person, partnership, or corporation sells, has sold, or contemplates selling tile unset to any individual, partnership, or corporation;

(k) Because such person, partnership, or corporation had, in the past, worked with the tools, provided that henceforth, only one contractor member of any firm shall work with the tools.

9. That the defendant union be and it is hereby perpetually enjoined and restrained from agreeing, combining, and conspiring with any other person, firm, corporation, or association, or any officer or employee thereof, or any of them:

(a) To deny to any contractor who has entered into, and who is fully performing, an agreement with the defendant union, the privilege of selection for employment any union workman in good standing who is at the time unemployed and who is willing to work for such contractor, *provided, however*, that nothing in this decree shall prevent the International Union or a subordinate union from insisting upon, or any union and any tile association from mutually agreeing to, a "spread the work" plan and applying the same without discrimination among tile association members and tile contractors who are not members of the Tile Association; or

(b) To threaten to impose upon any general contractor who is and has been fully performing a written agreement with the International Union or any subordinate union; restrictions or requirements not imposed upon his competitors because he does business with a subcontractor who is not a member either of the Tile Association or a subordinate tile association, or of any other association of subcontractors; *provided, however*, that nothing in this decree shall prevent such unions or any of them, either alone or in concert, from imposing such conditions as they or it may wish upon the supplying of union labor to a general contractor who does business with a subcontractor who does not have, or who has failed fully to comply with, a labor agreement with such unions or any of them;

(c) To deny to any bona fide member in good standing of the International Union or of any subordinate union the right to transfer bona fide his membership from one subordinate union to another, or to work in the jurisdiction of another subordinate union, in accordance with the provisions of Article XV of the Constitution of the International Union, Revised and Adopted September 1938;

(d) To violate any provisions contained in the Constitution of the International Union;

(e) To limit the amount of work a tile layer may perform, or to limit the use of machinery or tools, or to determine the number of tile layers to be employed on any specific job; *provided, however*, that no member of a subordinate union shall be required to bargain or contract to lay or to lay a designated number of feet of tile or do a certain piece of work in a designated time.

10. That all constitutions, bylaws, resolutions, and agreements of the St. Louis Tile Association, the defendant union, and the arbitration board whose membership consists of representatives of the local associa-

tion and defendant union, insofar as said constitutions, bylaws, resolutions, and agreements authorize, provide, or permit any activity prohibited by this decree, are hereby declared unlawful and of no force and effect.

11. That the terms of this decree shall be binding upon, and shall extend to each and every one of the successors in interest of any and all of the defendants herein, and to any and all corporations, partnerships, associations, and individuals who may acquire the ownership, control, directly or indirectly, of the property, business, and assets of the defendants or any of them, whether by purchase, merger, consolidation, reorganization, or otherwise.

12. That for the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on the 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 (a) reasonable 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 of the matters contained in this decree, (b) subject to the reasonable convenience of the defendants and without restraint or interference from them, to interview officers or employees of the defendants, who may have counsel present, regarding any such matters; and the defendants, on 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 decree; *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 in which the United States is a party or as otherwise required by law.

13. That it is *provided, however,* that nothing herein contained shall, with respect to any act not enjoined by this decree, prohibit, prevent, or curtail the rights of the defendant union from picketing or threatening to picket, circularizing or disseminating accurate information or carrying on any other lawful activities against anyone, or with reference to any product when the defendant union or its members have a strike, grievance, or controversy, or from lawfully seeking to attain and carry out the legitimate and proper purpose and functions of a labor union.

14. That jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree to make application to the Court at any time for such further orders and directions as may be necessary or appropriate in relation to the construction of or carrying out of this decree, for the modification hereof upon any ground (including any modification upon application of the defendants or any of them required in order to conform this decree to any Act of Congress enacted after the date of entry of this decree), for the enforcement of compliance herewith and the punishment of violations hereof. Jurisdiction of this cause is retained for the purpose of granting or denying such applications as justice may require and the right of the defendants to make such applications and to obtain such relief is expressly granted.

15. That this decree shall become effective upon date of entry hereof.

Dated July 1, 1940.

(Signed) GEO. H. MOORE,
United States District Judge.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION.

September Term, 1941.

Civil No. 521-2.

UNITED STATES OF AMERICA

vs.

ST. LOUIS TILE CONTRACTORS' ASSOCIATION; CERAMIC, MOSAIC AND ENCAUSTIC TILE LAYERS' LOCAL UNION NO. 18 OF MISSOURI OF THE BRICKLAYERS, MASONS AND PLASTERERS' INTERNATIONAL UNION OF AMERICA; WEIS & JENNETT MARBLE AND TILE COMPANY; INTERSTATE STONE & MARBLE WORKS, INC.; CENTRAL TERRAZZO & TILE COMPANY; FRANK BUCHANAN; CARL J. WEIS; HERMAN F. ZISKE; JOSEPH F. BARZEN; ALBERT G. GRUETZEMACHER; WILLIAM T. CHRISTY; WILLIAM L. GRUETZEMACHER, JR.; FRED E. KARSTEN.

DECREE MODIFYING FINAL DECREE.

1. This cause came on to be heard this .... date of November, 1941, the plaintiff being represented by Thurman Arnold, Assistant Attorney General, and Harry C. Blanton, United States Attorney for the Eastern District of Missouri, and the defendants being represented by their counsel.

2. Ceramic, Mosaic and Encaustic Tile Layers' Local Union No. 18, of Missouri, of the Bricklayers, Masons and Plasterers' International Union of America, Frank Buchanan, Joseph F. Barzen, William L. Gruetzemacher, Jr., Fred E. Karsten, defendants in the above entitled cause, having filed herein on November ...., 1941 an application for a modification of the final decree entered herein with the consent of all parties, on July 1, 1940, and the proposed modification not being opposed, after notice given, by any of the other defendants or by the United States of America and having been found by the Court to provide suitable relief concerning the matters alleged in the complaint and application herein, it is

ORDERED, ADJUDGED, AND DECREED as follows, as to all of the parties to this cause and upon their consents hereto, as signified in writing at the foot of this decree:

3. That the aforesaid consent decree of July 1, 1940 be and the same is hereby modified by the cancellation of sub-paragraph (k) of paragraph 8, on page 10, and the substitution therefor of the following sub-paragraph:

(k) Because such person, partnership, or corporation had, in the past, worked with the tools: *provided, however,* that nothing in this decree shall prevent the International Union or a subordinate union, their officers, agents, or employees, from requiring such person, partnership, or corporation to cease working with the tools after the expiration of six months from the date said International Union or subordinate union, their officers, agents, or employees, serves written notice of such requirements upon such person, partnership, or corporation, except that contractors may work with the tools on small repair jobs in private homes.

4. That the cancellation and substitution herein decreed shall become effective upon the date of entry of this decree.

Dated: November 19, 1941.

GEORGE H. MOORE,
United States District Judge.

Appendix A-8

United States v. Arthur Morgan Trucking Co., No. 642 (E.D. Mo. 1940)

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Arthur Morgan Trucking Co.; Arthur L. Morgan; Local No. 600 of International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers; William Ryan; Elwood Jones; and Lawrence J. Camie., U.S. District Court, E.D. Missouri, 1940-1943 Trade Cases ¶56,090, (Dec. 3, 1940)

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United States of America v. Arthur Morgan Trucking Co.; Arthur L. Morgan; Local No. 600 of International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers; William Ryan; Elwood Jones; and Lawrence J. Camie.

1940-1943 Trade Cases ¶56,090. U.S. District Court, E.D. Missouri Eastern Division, December 3, 1940. Civil No. 642 (Court No. 2).

Proceedings commenced by the United States under the Sherman Anti-Trust Act against a trucking company and a labor union are terminated by the entry of a consent decree which provides that resolutions of the union prohibiting individual truck owners from driving their own trucks shall be void and directs the cancellation of all blacklists and other notices published prior to the date of the decree. Other provisions relate to wage scales to be adopted relating to truck drivers who own or furnish their own trucks. Individual officers and representatives of the union are enjoined from rejecting any applicant for union membership otherwise than by vote at a duly called meeting; from fixing wage scales otherwise than provided by the decree; from limiting any employer in the selection of union members for employment by requiring the employer to hire union members named or designated for employment by defendant union; from coercing any employer to rent trucks from defendant trucking company. Other provisions of the decree relate to the office of business representative and payments thereto by defendant trucking company.

Thurman Arnold, Assistant Attorney General, William M. Marvel, Special Attorney, Attorneys consenting to the decree for the United States.

Karol A. Korngold; Chas. M. Hay; Stewart D. Flanagan; Carrol J. Donohue, Attorneys consenting to the decree for the Defendants.

Before Moore, District Judge.

Final Decree

The United States of America having filed its complaint herein on December 3, 1940; and the defendants having severally appeared and filed their answers thereto; and each of the defendants having consented to the entry of this decree without the taking of any testimony and without findings of fact, upon condition that neither such consent nor this decree shall be considered any evidence, admission, or adjudication that any defendant has violated or is violating any law; and the United States of America by its counsel having moved for this decree and consented to the entry thereof;

And it appearing that by virtue of the written consents of the defendants attached hereto and the acceptance thereof by the plaintiff, it is unnecessary to proceed with the trial of the cause or to take testimony therein or to make findings of fact;

Now therefore, it is ordered, adjudged, and decreed as follows:

[Jurisdiction]

1. That this Court has jurisdiction of the subject matter set forth in the complaint and of all parties hereto with full power and authority to enter this decree.

2. That the complaint herein 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.

[*Scope of Decree*]

3. That the defendants and each of them and each and all of their respective agents, representatives, employees, officers, directors, and members and all persons acting or claiming to act on behalf of the defendants or any of them are hereby perpetually en joined and restrained from engaging in, maintaining or extending directly or indirectly any combination or conspiracy in restraint of trade or commerce, or to monopolize trade or commerce, as alleged in the complaint or otherwise, and from agreeing upon, threatening, attemping, doing, performing, or carrying out any of the matters, acts or things therein alleged as parts of such combination and conspiracy.

[*Terms Defined*]

4. That whenever the following terms are used in this decree they shall be deemed to have meaning and scope as respectively defined below:

(a) *Hauling as defined in this decree.*—The transportation and moving of excavated material, debris, building and construction materials, supplies, and equipment, and heavy machinery, objects, and structures in, by or upon motor trucks, semi-trailers, trailers, floats and other vehicles; including, without limitation by or upon the foregoing, all excavation and debris hauling, building material hauling, and heavy hauling or moving, and any and every branch of hauling and moving conducted by or for excavation and wrecking contractors, building and construction contractors and sub-contractors, building material producers and dealers, hauling contractors, and others, which is performed as part of or in connection with excavation, wrecking and building operations, the alteration and equipment of buildings and industrial plants of every kind, the installation of machinery, tanks, transformers, elevators, and the like therein, the construction of public works, highways, streets, bridges, and engineering projects of every kind, and the production of, dealing in, moving and erection of building and construction materials, supplies, and equipment, and machinery, monuments, and all manner of heavy objects and structures.

(b) *Individual owner-driver,*—An individual natural person who owns and operates but one truck or vehicle, drives it himself, and furnishes the service of his truck together with his personal service as its driver for a single price or consideration.

(c) *Union Member*—A member of the defendant Local No. 600 of International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers (hereinafter called Local No. 600).

(d) *Employer*—A person, firm, or corporation that is entitled by complying with the provisions of Paragraph 6 of this decree to employ, and offers to employ, and unless prevented by the defendant Local No. 600, its officers, agents, or representatives, employs union members exclusively in the conduct of hauling as defined in this decree, within the territorial jurisdiction of the defendant Local No. 600.

(e) *International Constitution and By-Laws*— The Constitution and By-Laws of International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers (Formerly called International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers), adopted in Convention at Washington, D. C., September 9th to 14th, 1940.

[Practices of Labor Union Enjoined]

5. That the defendant Local No. 600 is hereby enjoined and directed forthwith to cancel, rescind and withdraw all unfair lists, blacklists, boycotts, and other notices and communications adopted, issued, published, circulated or acted upon by Local No. 600, its members, officers, agents, representatives, or employees or any other person or persons acting or claiming to act in its behalf from January 1, 1936 to the date of this decree, which have purported to designate as unfair any person, firm or corporation now or formerly engaged in hauling as defined in this decree, or to designate any such person, firm or corporation as having been denied the privilege

of employing members of the said defendant Local No. 600; and that the said defendant Local No. 600 is hereby further enjoined and directed forthwith to give notice in writing to International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers, Indianapolis, Indiana, to Teamsters' Joint Council No. 13, St. Louis, Missouri, to Building Trades Department, American Federation of Labor, Washington, D. C., and to Building Trades Council of St. Louis, Missouri and Vicinity, St. Louis, Missouri, that all such unfair lists, blacklists, and other notices and communications have been and are cancelled, rescinded and withdrawn by the said defendant Local No. 600 pursuant to this decree.

6. That the defendant Local No. 600 is hereby enjoined and directed henceforth without hindrance or discrimination to permit any and every person, firm, and corporation engaged or about to engage in hauling as defined in this decree to employ union members within the City of St. Louis and St. Louis County, Missouri, and also to allow each and every such person, firm, and corporation free choice and selection of employees from the membership of Local No. 600 without interference or dictation by Local No. 600, its officers, agents, representatives or employees; provided, however, that such person, firm, or corporation shall have offered to make, and, unless prevented by neglect or refusal of Local No. 600, shall have made, a written closed shop working agreement or agreements with Local No.600 in the standard form applicable for the time being to the branch or branches of such hauling for which such person, firm or corporation shall desire to employ union members, and binding such person, firm or corporation to employ union members, exclusively for all branches of such hauling, as defined in this decree, which such person, firm, or corporation shall perform during the term of such agreement within the territorial jurisdiction of Local No. 600, which is bounded by the limits of the City of St. Louis and St. Louis County, Missouri; and provided further that such person, firm or corporation having made such an agreement or agreements shall not thereafter persist in violating the same or in committing unfair labor practices now or hereafter defined by law.

7. That that certain purported vote of the defendant Local No. 600 recorded in the minutes of its regular meeting of December 11, 1936, and reading as follows, to wit:

> Motion made and second that individual owner members shall discontinue driving their own trucks and hire members of Local 600 in good standing. Motion put and carried

and also that certain purported resolution of the defendant Local No. 600, recorded in the minutes of its regular meeting of November 10, 1939 and reading as follows, to wit:

> Whereas in the past several branches of Local Union No. 600 International Brotherhood of Teamsters and Chauffeurs have eliminated the practice of individual truck owners who are members of Local 600 driving their trucks in competition with owners who employ drivers, and whereas, this change has resulted very beneficially for the members of Local Union No. 600 engaged in those branches through the elimination of unfair and unjust competition and the establishment of fair competition.
>
> Therefore,
>
> Be it resolved that Local Union No. 600 International Brotherhood of Teamsters and Chauffeurs, go on record that on and after November 20th, 1939 no individual truck owner a member of Local 600 engaged in the hauling business shall be permitted to drive his own truck, but all truck owners engaged in the business of hauling must employ drivers, members in good standing of Local Union No. 600 to drive such trucks, and be it further resolved that a copy of these resolutions be spread on the minutes of Local Union No. 600—

are each hereby declared null, void, and of no effect; and that the defendant Local No. 600 is hereby enjoined and directed forthwith to rescind the same.

8. That the defendant Local No. 600 is hereby enjoined and directed without discrimination or delay to admit and reinstate as active union members in good standing any and all individual owner-driver union members who withdrew from active membership or were suspended or expelled from membership in Local No. 600 from June 1, 1936 to the date of this decree, and who shall apply to Local No. 600 for admission or reinstatement hereunder within one year after the date of this decree; provided—

(a)That Local No. 600 shall not demand or receive from any such member any initiation fee, payment, or exaction on account of or as a condition to such admission or reinstatement, excepting only the payment of any unpaid arrearages of monthly dues to Local No. 600 that may have accrued up to the date of his withdrawal, suspension, or expulsion or up to December 11, 1936, whichever date may have been earlier; and provided further

(b)That Local No. 600 may fix and prescribe minimum scales of wages to be charged by individual owner-driver union members employed by the hour, day, or week to furnish and drive their own trucks, which minimum wage scales shall be adopted by Local No. 600 in the same manner and by the same procedure as is used to adopt the regular scales of wages for union members employed to furnish personal services alone, and shall in no case exceed two hundred and ten per cent (210%) of such regular wage scales respectively applicable to corresponding branches of work; and provided further

(c)That in case for any reason now existing or hereafter arising the said percentage ratio or any minimum wage scale prescribed by Local No. 600 for individual owner-driver union members shall be so high as generally to hinder or prevent individual owner-driver union members from competing with hauling contractors employing other union members, or shall be so low as generally to hinder or prevent such hauling contractors from competing with individual owner-driver union members, then the plaintiff and the defendant, Local No. 600 or either of them may at any time or from time to time apply to the Court for such further orders or directions by way of modification of or amendment to the preceding sub-paragraph as may be necessary or appropriate to restore, ensure, and promote continued competition between individual owner-driver union members and such hauling contractors; and provided further

(d)That the provisions of sub-paragraph (b) of this Paragraph 8 shall not be deemed by implication to require or permit Local No. 600 to prohibit or prevent individual owner-driver union members from publishing and operating under drayage tariffs in accordance with the laws of the United States or of the State of Missouri now or hereafter in force; and provided finally

(e)That individual owner-driver union members shall in other respects be subject to the same lawful rules and disciplinary processes of Local No. 600 and shall be entitled to the same rights and privileges, as provided for other union members under the International Constitution and By-Laws

[*Union Officers and Representatives*]

9. That the defendants William. Ryan, Elwood Jones, Lawrence J. Camie, and Local No. 600, and also any and every successor of Local No. 600, and each and all of its officers, agents, representatives, and members and all persons acting or claiming to act in its behalf are hereby perpetually enjoined and restrained, jointly and severally,—

(a)From proceeding otherwise than by vote of Local No. 600 at regular or special meeting duly called and held, in the matter of acting upon, accepting or rejecting applications for membership in Local No. 600 made by persons not heretofore members of Local No. 600, or in the matter of initiation fees for their admission to membership in Local No. 600;

(b)From adopting, publishing, applying, or enforcing any rule or order, whether of general or of special application, denying or impairing the right of any person now a union member or hereafter admitted or reinstated as a union member pursuant to the provisions of paragraph 8 of this decree, to own and operate one truck and to drive his own truck subject to the provisions of said Paragraph 8, while in good standing as a union member; and from discriminating against individual owner-drivers in receiving, accepting, or rejecting applications for membership in Local No. 600 hereafter made by persons not heretofore union members, contrary to the International Constitution and By-Laws ;

(c)From fixing, enforcing, or attempting to fix or enforce any minimum scale of wages to be charged by individual owner-driver union members who furnish their own trucks in addition to their services as drivers, in excess of two hundred and ten per cent (210%) of the regular scale of wages fixed by Local No. 600 for the personal services of union members employed in the corresponding branch of work at the same time, except pursuant to further order or direction of the Court as provided in sub-paragraph (c) of Paragraph 8;

(d)From denying to any union member any right or privilege to which he is or may be entitled by law or under this decree or under the International Constitution and By-Laws;

(e)From disciplining, fining, suspending, or expelling any union member or depriving any union member of his good standing or right to work for any employer except for the causes and in strict accord with the procedure prescribed by the International Constitution and By-Laws;

(f)From unlawfully discriminating against or exerting economic pressure upon any employer as defined in sub-paragraph (d) of Paragraph 4 of this decree;

(g)From adopting, using enforcing, or attempting directly or indirectly to adopt, use, or enforce any rule or practice, whether of general or of special application, such as to limit any employer in the selection of union members for employment by requiring the employer to hire union members named or designated for employment by Local No. 600 or any of its officers, agents, representatives, or employees, or by requiring any employer to hire union members through the union hall or office of Local No. 600, or to adhere to or use any fixed order or system of seniority or priority in the employment of union members;

(h) From attempting, committing, causing, counselling, or supporting any unlawful threat or act of force or violence against or upon any person, or any act or threat of sabotage upon the property of any person, firm, or corporation or any member, officer, agent, employee, or successor thereof, now or formerly engaged in hauling as defined in this decree;

(i) From denying, impeding or interfering with the free exercise by any employer of the right to discharge any union member for gross insubordination, disobedience, malingering, or insults to his employer or the customers of his employer, or for other lawful cause;

(j) From coercing or requiring any employer to re-employ any union member discharged for gross insubordination, disobedience, malingering or insults to his employer or to the customers of his employer, or for other lawful cause;

(k) From demanding, exacting, or collecting any fine or penalty from any employer; provided, however, that Local No. 600 and its officers, agents, representatives, and members are entitled by all lawful means to demand and collect, from any employer all wages actually due to any union member.

(l) From directly or indirectly soliciting or coercing any contractor, building material producer or dealer, or other person, firm, or corporation whatsoever by threats of labor trouble, offers or assurances of immunity from labor trouble, or any other inducements to engage hauling service or to hire or rent trucks or other vehicles from the defendants Arthur Morgan Trucking Co. or Arthur L. Morgan or from any other person, firm or corporation operating or about to operate trucks or other vehicles capable of being used for hauling as defined in this decree; and

(m) From paying, delivering, or causing to be paid or delivered directly or indirectly from the funds or property of Local No. 600 any money, salary, wages, expenses, or other payment, property, emolument, or thing of value to the defendant Lawrence J. Camie; provided always that the payment by Local No. 600 of its regular dues to any joint council with which it is or may be affiliated shall not be deemed to be such a payment.

[*Business Agent*]

10. That the defendant Lawrence J. Camie is hereby enjoined and directed forthwith to resign his offices as business agent or representative and as delegate of the defendant Local No. 600 and any and all other offices and positions of authority, and trust, or emolument held by him in Local No. 600; and is hereby perpetually enjoined and restrained henceforth, individually and in his capacity as an official or representative of International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers or any joint council or other body subordinate thereto—

(a)From holding by election or appointment or otherwise any office or position of authority, trust, or emolument in Local No. 600 or any successor thereof and from exercising or attempting to exercise, directly or indirectly, any of the powers, authority, functions, or privileges of such office or position;

(b)From directly or indirectly representing or acting for, or claiming or attempting to represent or act for, Local No. 600 or any successor thereof or any of its members, officers, agents, representatives or employees in or about any matter or thing whatsoever;

(c)From exercising or claiming or attempting to exercise directly or indirectly any authority, control, power, domination, influence, or voice in or over the affairs of the said defendant Local No. 600 or any successor thereof; provided, however, that the defendant Lawrence J. Camie may retain membership and the right to vote as a member in Local No. 600;

(d)From receiving any money, salary, wages, expenses, or other payment, property, emolument, or thing of value whatsoever, directly or indirectly, from Local No. 600 or any successor thereof; provided always that the receipt of salary, wages, or expenses from any joint council with which Local No. 600 is or may be affiliated and to which Local No. 600 pays regular dues shall not be deemed within the prohibitions hereof;

(e)From directly or indirectly paying or delivering to or receiving from the defendants Arthur Morgan Trucking Co. or any successor thereof or from the defendant Arthur L. Morgan any money, chose in action, property, or thing of value whatsoever, whether by way of gift, loan, Investment, purchase, sale, barter, salary, wages, commission, reimbursement, or other wise, and whether on his, its, or their own account or for the account of others.

[*Defendant Trucking Company*]

11. That the defendant Arthur Morgan Trucking Co., its directors, officers, agents, employees, successors, and assigns, and the defendant Arthur L. Morgan, jointly and severally, are hereby perpetually enjoined and restrained—

(a)From directly or indirectly paying or delivering to or receiving from the defendant Lawrence J. Camie, any money, chose in action, property, or thing of value whatsoever, whether by way of gift, loan, investment, salary, wages, commission, barter, purchase, sale, reimbursement, or otherwise, and whether on his, its, or their own account or for the account of others; and

(b)From purchasing gasoline from, making payments to, or otherwise dealing with any and every firm, corporation, and business enterprise and any successor or assign thereof, in which the defendants Lawrence J. Camie or William Ryan or any other officer, agent, representative or employee of Local No. 600 or of Teamsters Joint Council No. 13 now has or shall hereafter have any substantial financial interest or any employment or official position.

[*Persons Enjoined*]

12. That the terms of this decree shall be binding upon, and shall extend to each and every one of the successors in interest of the defendant Local No. 600 and of the defendant Arthur Morgan Trucking Co. and to any and all corporations, partnerships, associations, and individuals who may acquire the ownership or control, directly or indirectly, of the property, business, or assets of the said defendants or either of them, whether by purchase, merger, consolidation, reorganization, or otherwise.

[*Limitation of Decree*]

13. That nothing contained in this decree shall be held or construed by implication to deny to the defendant Local No. 600 or its members the rights, powers, privileges, or immunities granted to them or any of them under the laws of the United States of America or of the State of Missouri.

[*Access to Records*]

14. That for the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on the 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 (a) reasonable 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 of the matters contained in this decree, (b) subject to the reasonable convenience of the defendants and without restraint or interference from them, to interview officers or employees of the defendants, who may have counsel present, regarding any such matters; and the defendants, on 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 decree; *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 in which the United States is a party or as otherwise required by law.

[*Jurisdiction Retained*]

15. That jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree to make application to the Court at any time for such further orders and directions as may be necessary or appropriate in relation to the construction of or carrying out of this decree, for the modification hereof upon any ground (including any modification upon application of the defendants or any of them required in order to conform this decree to any Act of Congress enacted after the date of entry of this decree), for the enforcement of compliance herewith and the punishment of violations hereof. Jurisdiction of this cause is retained for the purpose of granting or denying such applications as justice may require and the right of the defendants to make such applications and to obtain such relief is expressly granted.

[*Effective Date*]

16. That this decree shall become effective on the date of entry hereof.

Appendix A-9

United States v. American Waste Materials Corp., No. 10927 (E.D. Mo. 1958)

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF MISSOURI

EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. AMERICAN WASTE MATERIALS CORPORATION ET AL., Defendants.	CIVIL ACTION NO. 10927 (3) Filed: February 21, 1958

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on October 24, 1956; the defendants having appeared by their counsel; and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without admission by any party hereto with respect to any such issues;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, or admission by any party in respect of any issue, and upon consent of all parties hereto,

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 a claim 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) "Waste rags" means rags usually collected from householders, industrial and commercial firms, and non-profit organizations and groups, and includes, but is not limited to, all types of fabrics, such as cotton, wool, silk, mohair, flax, jute, synthetic fibres, and other textiles, as well as all types of rope, string, hair, and feathers, as applied to the waste rag industry.

(B) "Retail dealer" means a person, firm, or corporation engaged in the business of buying waste rags from junk collectors and others for resale to wholesalers.

(C) "Wholesaler" means a person, firm, or corporation engaged in the business of buying waste rags from retail dealers for resale to consumers.

(D) "Consumer" means a person, firm, or corporation engaged in the business of buying waste rags from wholesalers for use as a raw material or for resale after processing. It includes, but is not limited to, industrial laundries, used clothing outlets, and mills producing roof covering material, floor covering material, siding, paper, textiles, pillows, upholstery, and other products.

(E) "Person" means any individual, partnership, firm, corporation, trustee, association, or any other business or legal entity.

III

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

IV

Defendants are severally and jointly enjoined and restrained from entering into, adhering to, maintaining, enforcing, or claiming any rights under, directly or indirectly, any contract, agreement, combination, or understanding with any wholesaler or any retailer of waste rags, the purpose or effect of which is to:

(A) Allocate or divide retail dealers of waste rags among wholesalers;

(B) Allocate or divide the quantity or volume of waste rags handled or supplied by designated retail dealers to designated wholesalers;

(C) Compel or require that a wholesaler buy waste rags from a designated retail dealer;

(D) Compel or require that a retailer sell waste rags to a designated wholesaler;

(E) Fix, determine, maintain, or adopt a price or price formula for use by wholesalers in buying or quoting to retail dealers the price offered or to be paid for waste rags.

V

Beginning within ten days after the entry of this Final Judgment, the defendants are ordered and directed to publish the full text of this Final Judgment as follows: Once a week for three weeks in all editions within one 24-hour period in the publication known as the Daily Mill Stock Reporter published by the Atlas Publishing Company, 425 West 25th Street, New York 1, New York.

VI

For the purpose of securing compliance with this Final Judgment, 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 on reasonable notice to a defendant, made to its principal office, be permitted, subject to any legally recognized privilege:

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

(b) Subject to the reasonable convenience of such defendant, and without restraint or interference from it, to interview officers and employees of such defendant, who may have counsel present, regarding any such matters;

(c) Upon such written request, defendant American Waste Materials Corporation, and each of the individual defendants who hereafter incorporate to engage in the business of buying waste rags either as a retail dealer or wholesaler as a separate business or legal entity, shall submit on behalf of such corporation or legal entity such reports in writing to the Department of Justice with respect to any of the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment.

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

VII

Jurisdiction of this cause is retained by the 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, carrying out, or modification of this Final Judgment or any of its provisions, or for the enforcement of compliance therewith and for the punishment of violations thereof.

s/ Randolph H. Weber
United States District Judge

Dated: February 21, 1958

Appendix A-10

United States v. Brown Shoe Co., No. 10527 (E.D. Mo. 1959)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, vs. BROWN SHOE COMPANY, INC., G. R. KINNEY CO., INC., and G. R. KINNEY CORPORATION, Defendants.	)	NO. 10527 (3)

FINAL JUDGMENT

This cause was heretofore tried before the Court and at the conclusion of the testimony herein was passed for the filing of briefs. The Court having heard the testimony, reviewed the briefs and being fully advised herein, filed a written Opinion on November 20, 1959, which said Opinion is hereby adopted as its findings and conclusions and in accordance therewith does:

1. ORDER, ADJUDGE and DECREE that the acquisition by defendant Brown Shoe Company, Inc., through its subsidiary defendant G. R. Kinney Corporation, of defendant G. R. Kinney Co., Inc., constitutes a violation of Section 7 of the Clayton Act (15 U.S.C., §18) in that the effect may be substantially to lessen competition and tend to create a monopoly and therefore, plaintiff's Complaint is sustained and pursuant to Section 15 of the Clayton Act (15 U.S.C. §25) defendant Brown is ordered to relinquish and dispose of the stock, share capital and assets of defendant G. R. Kinney Corporation, and any stock, share capital, assets or other interest it may have, in defendant G. R. Kinney Co., Inc.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants Brown Shoe Company, Inc., G. R. Kinney Co., Inc., and G. R. Kinney Corporation, their agents, servants, officers and directors, and any and all persons acting for and on behalf of the defendants, after the divestiture herein ordered, are hereby enjoined from acquiring or having any interest in the business, stock, share capital or assets of the other defendants.

3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pending divestiture, defendant G. R. Kinney Corporation shall administer the assets acquired from G. R. Kinney Co., Inc., and replacements heretofore and hereafter made, in good faith, and as a going shoe business with a view to preserving the assets in as good condition as possible. Same shall continue to be operated independently and pursuant to the terms and conditions set forth in the Order of this Court dated March 13, 1956.

4. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the divestiture herein ordered shall require the prior approval of this Court on notice to counsel for plaintiff. Defendants shall prepare and file with this Court, within ninety (90) days from the effective date of this Final Judgment, a proposed plan to carry into effect the divestiture order and the plaintiff shall have thirty (30) days thereafter to file opposition or suggestions thereto.

5. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that jurisdiction of this cause 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, for the enforcement of compliance therewith and for punishment of violations thereof.

6. Costs hereof are taxed against the defendants.

Done this 8th day of December, 1959.

/s/ Randolph H. Weber
UNITED STATES DISTRICT JUDGE

Appendix A-11

United States v. Kaiser Aluminum & Chem. Corp., No. 61-C-148 (E.D. Mo. 1962)

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Kaiser Aluminum & Chemical Corporation and Kawneer Company., U.S. District Court, E.D. Missouri, 1962 Trade cases ¶70,570, (Nov. 27, 1962)

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United States v. Kaiser Aluminum & Chemical Corporation and Kawneer Company.

1962 Trade cases ¶70,570. U.S. District Court, E.D. Missouri, Eastern Division. Civil No. 61C148(2). Dated November 27, 1962. Case No. 1608 in the Antitrust Division of the Department of Justice.

Clayton Act

Acquisition of Stock or Assets—Injunction Against Acquisition—Stipulation.—An integrated aluminum producer, under the terms of a stipulation, was enjoined from taking or effectuating any action to acquire all or any part of the stock or assets of a manufacturer of architectural aluminum products, except for the purchase of commodities in the normal course of business or the purchase of specific items of property the fair market value of which does not exceed $750,000. The action was dismissed as to the manufacturer, and a prior preliminary injunction was dissolved. Furthermore, the injunction could not be enlarged or extended so as to apply to any acquisition other than the stock or. assets of the manufacturer.

For the plaintiff: D. Jeff Lance, U. S. Attorney, Edna Lingreen and J. E. Waters, Attorneys, Department of Justice.

For the defendants: William H. Armstrong, William H. Webster, Armstrong, Teasdale, Roos, Kramer & Vaughan, by William H. Armstrong, St. Louis, Missouri, Gordon Johnson, Thelen, Marrin, Johnson & Bridges, by Gordon Johnson, San Francisco, California, for Kaiser Aluminum & Chemical Corporation; and Paul Rava, St. Louis, Missouri, and William Piel, Jr., New York, N. Y., for Kawneer Company.

Stipulation and Order

MEREDITH, District Judge [*In full text*]: It is hereby stipulated by and between the parties, by their respective attorneys, and ordered, adjudged and decreed by the court that:

1. Defendant Kaiser Aluminum. & Chemical Corporation, its officers, directors, agents, employees and all other persons acting on its behalf are hereby enjoined from taking or effectuating any action to acquire all or any part of the stock or assets of Kawneer Company, except for the purchase of commodities in the normal course of business or the purchase of specific items of property the fair market value of which does not exceed $750,000.

2. This cause is dismissed without prejudice with respect to defendant Kawneer Company, its officers, directors, agents, employees, successors and assigns;

3. The preliminary injunctions entered in this cause on June 29, 1961, are dissolved;

4. Jurisdiction is retained for the purpose of enabling the United States of America or Kaiser Aluminum & Chemical Corporation 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 Order and for the enforcement of compliance therewith and punishment of violations thereof; provided, however, that in no event shall this Order be enlarged or extended so as to apply to any acquisition other than the stock or assets of Kawneer Company.

Appendix A-12

United States v. Aluminum Co. of America, No. 61-C-147 (E.D. Mo. 1964)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff	)	
vs.	)	No. 61 C 147 (2)
ALUMINUM COMPANY OF AMERICA and CUPPLES PRODUCTS CORPORATION, Defendants.	)	

FINAL JUDGMENT

This Court having conducted a trial as to plaintiff's complaint and having rendered its findings of fact and conclusions of law thereon, dated September 22, 1964, and having had a further hearing on November 24, 1964, relating to the entry of a final judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The acquisition of the stock of defendant Cupples Products Corporation (Cupples) by defendant Aluminum Company of America (Alcoa) is in violation of Section 7 of the Clayton Act. 15 U.S.C. 18;

2. Within one year from the date of the entry of this final judgment defendant Alcoa shall:

(1) divest itself of all right, title and interest in the assets (including all the real estate) which are located at Corona, California, and which have been operated by defendant Cupples; and

(2) divest itself of all ownership of the stock, share capital, assets, tangible and intangible, and other interest it may have in defendant Cupples;

3. Within sixty (60) days from the date of entry of this final judgment, defendant Alcoa shall submit to this Court for approval and to the plaintiff a detailed plan setting forth the manner by which defendant Alcoa proposes to accomplish the divestiture ordered in paragraph 2 hereof and a report stating the efforts made by defendant Alcoa to accomplish said divestiture. Within thirty (30) days after this submission, plaintiff shall notify the defendants of its objections, if any, to this plan. In the event that there are any such objections, the parties shall confer and, if they cannot thereby resolve their differences, a hearing will be held and the differences resolved by this Court. Divestitures shall then be accomplished by defendants in accordance with the plan approved by the Court.

4. The divestiture ordered in paragraph 2 hereof shall be made in good faith as a going business, shall be absolute, unqualified, and unconditional and to a person or corporation in which defendant Alcoa does not own stock or financial interest;

5. The Order entered by this Court on July 30, 1962, shall remain in effect, subject to further order of this Court, _Provided_, _however_, that nothing contained therein shall prohibit defendant Alcoa from selling or conveying any

of Cupples' stock, share capital or assets under the plan of divestiture approved by this Court pursuant to paragraph 3 of this final judgment.

6. Defendant Alcoa shall pay all taxable costs;

7. Jurisdiction is retained to enable any of the parties to petition for such further and different relief as may be necessary or appropriate to accomplish the terms of this final judgment or as may be necessary or appropriate for the construction or carrying out of this final judgment, for the enforcement of compliance therewith, and punishment of violations thereof.

Dated this 4th day of December, 1964.

/s/ JAMES H. MEREDITH
UNITED STATES DISTRICT JUDGE

Appendix A-13

United States v. Mercantile Trust Co. Nat'l Ass'n, No. 65-C-241 (E.D. Mo. 1968)

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Mercantile Trust Co. National Association, Security Trust Co. and William B. Camp, Comptroller of the Currency (Intervenor)., U.S. District Court, E.D. Missouri, 1968 Trade Cases ¶72,379, (Apr. 4, 1968)

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United States v. Mercantile Trust Co. National Association, Security Trust Co. and William B. Camp, Comptroller of the Currency (Intervenor).

1968 Trade Cases ¶72,379. U.S. District Court, E.D. Missouri, Eastern Division. No. 65 C 241 (1), Entered April 4, 1968. Case No. 1858 in the Antitrust Division of the Department of Justice.

Clayton and Sherman Acts

Bank Merger—Conditions of Clearance—Consent Decree.—A bank merger was permitted under the terms of a consent decree, providing that the bank resulting from the merger takes the following actions: establish a viable new banking corporation at the location of the acquired bank; contribute $1.5 million working capital; place $500,000 in deposits, which could not be withdrawn until the new bank obtained assets of $5 million; obtain management, provide an initial board of directors, and distribute negotiable shares of the new bank pro rata among the resulting bank's stockholders; and, for three years, make available to the new bank a participation or participations in loans whose terms and conditions are satisfactory to the new bank, without assessing any charges or fees to the new bank. Also, the resulting bank was barred from acquiring or holding for its own account any shares of stock or other financial interest in the new bank and, after one year, from having an officer or director who owns or controls more than l/1 of 1% of the new bank's stock. Further, the resulting bank was barred for five years from other mergers and from having officers or directors in common.

For the plaintiff: Donald F. Turner, Asst. Atty. Gen.; Baddia J. Rashid, Wm. D. Kilgore, Jr., Charles L. Whittinghill, and James L. Minicus, Attys., Dept. of Justice.

For the defendants: James M. Douglas, William G. Guerri, and David F. Ulmer, of Thompson Mitchell Douglas & Neill, St Louis, Mo. Philip L. Roache, Jr., for Inter-venor, Comptroller of the Currency.

Final Judgment

HARPER, D. J.: Plaintiff, United States of America, having filed its complaint herein on July 8, 1965, pursuant to Section 4 of the Sherman Act and Section 15 of the Clayton Act seeking to enjoin certain alleged violations of Section 1 of the Sherman Act and Section 7 of the Clayton Act, and defendants, Mercantile Trust Company National Association and Security Trust Company, having filed their joint answer, as amended, thereto, and the motion of the Comptroller of the Currency, to intervene as a defendant in this case having been granted and the answer, as amended, of said intervening defendant having been filed, this Court, after hearing, having denied plaintiff's motion for preliminary injunction on July 14, 1965, and defendants, Mercentile Trust Company National Association and Security Trust Company, having thereupon consummated their merger by means of asset acquisition on said date, and plaintiff and defendants by their respective attorneys having each consented to the making and entry of this Final Judgment herein:

Now, Therefore, before any testimony has been taken and without trial or adjudication of any issue of law or fact herein, and without any admission by any party with respect to any such issue and upon the consent of the parties hereto, the Court being advised and having considered the matter, it is hereby

Ordered, Adjudged and Decreed, as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against Mercantile under Section 1 of the Act of July 2, 1890 (15 U. S. C. § 1), commonly known as the Sherman Act, as amended, and under Section 7 of the Act of October 15, 1914 (15 U. S. C. § 18), commonly known as the Clayton Act, as amended.

II

[*Definitions*]

As used in this Final Judgment:

(A) “Mercantile” means defendant, Mercantile Trust Company National Association, which is the bank resulting from the merger by means of asset acquisition of defendants, Mercantile Trust Company National Association and Security Trust Company;

(B) “Security” means defendant Security Trust Company;

(C) “New bank” means the banking organization to be organized pursuant to Section IV hereof;

(D) “St. Louis” means the City of St. Louis, Missouri and the County of St. Louis, Missouri.

III

[*Applicability*]

The provisions of this Final Judgment shall be binding upon each defendant and upon its officers, directors, agents, servants, employees, successors and assigns, and upon all other persons in active concert or participation with any defendant who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

[*New Bank*]

Mercantile is ordered and directed to take such steps as may be necessary to organize a viable new banking organization to be known as either “Security Bank & Trust Company” or “Security Bank & Trust Company, N. A.” and to be located at 316 North 8th Street in the City of St. Louis which building was acquired by Mercantile in aforesaid merger and formerly housed the principal banking operations of Security prior to the merger; and to accomplish this objective in the shortest possible time and in the furtherance thereof Mercantile shall

(A) Promptly apply for and diligently prosecute an application to the appropriate governmental agency for a bank charter for the new bank and, on behalf of new bank, file for and diligently prosecute an application to the Federal Deposit Insurance Corporation for deposit insurance. Mercantile shall continue to exert its best efforts to establish new bank and diligently pursue such establishment to consummation;

(B) Contribute one million five hundred thousand dollars ($1,500,000) in cash as the initial capital of new bank in addition to a contribution in fee simple absolute of the Security Building at 316 North 8th Street in the *City of St. Louis, Missouri*;

(C) Place on demand deposit in new bank the sum of two hundred and fifty thousand dollars ($250,000), and in a time deposit in said bank an equal amount of two hundred and fifty thousand dollars ($250,000). The time deposit may bear interest at a rate not to exceed two per cent (2 %) per year. Neither of said deposits shall be subject to withdrawal until the total deposits of new bank shall reach the sum of five million dollars ($5,000,000);

(D) Exercise its best efforts to obtain well-qualified management personnel and other employees to adequately staff the new bank. Mercantile shall provide to any employee of Mercantile who shall have been employed by Security and Mercantile for a continuous period of at least five years immediately prior to the date of entry of this Final Judgment and who shall become an employee of new bank within a period of one year from the date of granting of its charter, the same amount as pension benefits which such employee would have received if his employment at new bank were considered a continuation of his employment by Mercantile under the same terms and conditions as set out in the Mercantile pension plan as from time to time amended, less any pension benefits which such employee is entitled to receive from new bank;

(E) Provide for an initial Board of Directors of new bank to consist of five (5) members all of whom shall be acceptable to the parties hereto;

(F) Cause new bank to file an appearance in this action as a party defendant and agree to be bound by such orders and direction as the Court may enter;

(G)Upon the issuance of a charter to new bank, distribute all of the shares of stock of new bank pro rata to the shareholders of Mercantile, and the shares of stock of new bank shall be fully negotiable and transferable by the holders thereof.

V

[*Loan Participation—Stock*]

(A) For a period of three (3) years from the date of grant of charter to new bank, Mercantile is ordered and directed, upon request of new bank, to make available to new bank a participation or participations in loans whose terms and conditions are satisfactory to new bank, and Mercantile shall not assess any charges or fees to the new bank for such participations as it may decide to take.

(B) After distribution to its shareholders, Mercantile is enjoined and restrained from acquiring or holding for its own account any shares of stock or other financial interest in new bank nor, after twelve (12) months from the date of such distribution, shall it have as an officer or director any person who, at the same time, owns or controls more than one quarter of one per cent of the stock of new bank.

VI

[*Future Mergers—Common Officers*]

(A) Defendant Mercantile is enjoined for a period of five (5) years from the date of entry of this Final Judgment from acquiring control over or merging or consolidating with any other commercial bank in St. Louis unless permission is first obtained from the Attorney General.

(B) Defendant Mercantile is enjoined and restrained from having any person as an officer or director who is at the same time an officer or director of the new bank.

VII

[*Inspection and Compliance*]

(A) For the purpose of determining and securing compliance with this Final Judgment and subject to any legally recognized privilege, 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 on reasonable notice to any defendant made to its principal office, be permitted access during the office hours of such defendant to all contracts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant relating to any of the matters contained in this Final Judgment; and subject to the reasonable convenience of defendants, and without restraint or interference, to interview the officers and employees of defendants, who may have counsel present, regarding any such matters.

(B) Any defendant, on the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit within a reasonable time such reports in writing, under oath if requested, with respect to any matter contained in this Final Judgment as may be requested.

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

VIII

[*Jurisdiction Retained*]

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

Appendix A-14

United States v. Real Estate Bd. of Metro. St. Louis, No. 72-C-793 (E.D. Mo. 1973)

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF MISSOURI

EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. REAL ESTATE BOARD OF METROPOLITAN ST. LOUIS, Defendant.	CIVIL ACTION No. 72 C 793 (3) Filed: October 19, 1973 Entered: November 21, 1973

FINAL JUDGMENT

PLAINTIFF, United States of America, having filed its complaint herein on December 22, 1972 and the parties hereto by their respective attorneys, having consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without admission by either party in respect to any issue:

NOW, THEREFORE, before any testimony has been taken herein and upon consent of the parties hereto, it is hereby, ORDERED, ADJUDGED and DECREED as follows:

I

This Court has jurisdiction over the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the defendant under Section I of the Act of Congress of July 2, 1890, as amended (15 U.S.C. Section 1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Board" shall mean the Real Estate Board of Metropolitan St. Louis;

(B) "Cooperative sale" means a sale of real property that has been listed with one real estate broker and sold by another:

(C) "Rates or amount of commissions or other fees" means any rates, commissions or other fees for the appraisal, sale, rental, lease, or management of real estate, including any rates, commissions, or other fees payable to either the selling or the listing real estate broker on a cooperative sale, or any percentage split or division thereof;

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

III

The provisions of this Final Judgment applicable to the defendant shall also apply to each of its directors, officers, agents, employees, subsidiaries, successors and assigns, and, in addition, to all persons, including members, in active concert or participation with any of them who receive notice of this Final Judgment by personal service or otherwise.

IV

The Board, whether acting unilaterally or in concert or agreement with any other person, is enjoined and restrained from:

(A) Fixing, establishing, maintaining, or enforcing any rate or amount of commissions or other fees to be charged;

(B) Urging, recommending, or suggesting that any person, including any member of the Board, adhere to any schedule or other recommendation concerning the rate or amount of commissions or other fees to be charged;

(C) Adopting, suggesting, publishing, or distributing any schedule or other recommendation concerning the rate or amount of commissions or other fees to be charged;

(D) Adopting, adhering to, maintaining, enforcing or claiming any rights under any by-law, rule, regulation, plan or program which restricts or limits the right of any of its members or any other real estate broker to seek any commission or fee in accordance with his own business judgment;

(E) Taking any punitive action against any person where such action is based upon the person's failure or refusal to adhere to any schedule or other recommendation concerning the rate or amount of commissions or other fees to be charged;

(F) Adopting, adhering to, maintaining or enforcing any by-law, rule, regulation, plan or program which would prohibit any member from doing business with any person; provided, however, that the defendant may adopt and maintain prohibitions against any member (i) from unlawfully dividing with an unlicensed broker the rates, commissions, or other fees on a cooperative sale; and (ii) from participating, directly or indirectly, in a cooperative sale in violation of any person's civil rights;

(G) Establishing, maintaining, or enforcing any fees for membership in the Board which are not related to the approximate cost, including reasonable reserves, of maintaining the organization as a going concern;

(H) Fixing, establishing, maintaining, suggesting, or enforcing any percentage division of commissions or other fees between the selling and listing broker;

(I) Adopting, enforcing or claiming any rights under any by-law, rule or regulation providing that all members or any group of members must accept only exclusive rights to sell or listings for a specified period of time.

V.

The defendant is ordered to abrogate all contracts or other forms which conflict with any of the provisions of this Final Judgment and to notify each of its members to cease the use of any such contracts or other forms. The defendant is further ordered to cause each of its members to insert in any contract or form used by them, containing a set commission rate and bearing the endorsement of the Board, a provision that commission rates for the sale, lease or management of property or for obtaining financing in real estate transactions shall be negotiable between the broker and his client.

VI

(A) The defendant is ordered and directed to admit to membership any person duly licensed by the appropriate governmental authority as a real estate broker or a salesman, including such persons who engage in the real estate business on a part time basis, provided, however, that the defendant may adopt and maintain reasonable and nondiscriminatory written requirements for membership not otherwise inconsistent with the provisions of this Final Judgment, further providing that such requirements may provide that the member must maintain telephone service and a mailing address where he may be reached by the public.

(B) The defendant is ordered and directed within ninety (90) days from the date of entry of this Final Judgment to amend its by-laws, rules and regulations by eliminating therefrom any provision which is contrary to or inconsistent with any provision of this Final Judgment.

(C) Upon amendment of its by-laws, rules and regulations, as aforesaid, defendant is thereafter enjoined and restrained from adopting, adhering to, enforcing or claiming any rights under any by-law, rule or regulation which is contrary to or inconsistent with any of the provisions of this Final Judgment.

(D) The defendant is ordered to file with the plaintiff annually for a period of ten (10) years on the anniversary of the entry of this Final Judgment, a report setting forth the steps taken by the Board to advise its officers, directors, employees, members, and all appropriate committees of its and their obligations under the prohibitions placed upon them by this Final Judgment.

VII

The defendant is ordered and directed to mail within sixty (60) days after the date of the entry of this Final Judgment, a copy thereof to each of its members and within one hundred and twenty (120) days from the aforesaid date of entry to file with the Clerk of this Court, an affidavit setting forth the fact and manner of compliance with this Section VII and Section V and Section VI(B) above.

VIII

For the purpose of determining or securing compliance with this Final Judgment, 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 on reasonable notice to defendant made to its principal office, be permitted, subject to any legally recognized privilege, and subject to the presence of counsel if so desired, (A) access during its office hours to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession of or under the control of the defendant relating to any matters contained in this Final Judgment, and (B) subject to the reasonable convenience of defendant, and without restraint or interference from it to interview officers or employees of the defendant 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 provided in this Section VIII 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 to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

IX

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, for the modification of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

/s/ JOHN F. NANGLE
United States District Judge

Dated: November 21, 1973