

FEDERAL TRADE COMMISSION
v.
BOTSFORD LUMBER CO. ET AL.

COMPLAINT IN THE MATTER OF THE ALLEGED VIOLATION OF SECTION 5 OF THE ACT OF CONGRESS, APPROVED SEPTEMBER 26, 1914.

Docket No. 11.—February 6, 1918; March 26, 1918; January 16, 1919.

SYLLABUS.

1. Where a number of corporations, firms, partnerships, and individuals engaged in the sale of lumber and lumber products at retail, systematically, on a large scale, and in bad faith—
 - (a) wrote and sent, and caused to be written and sent, to mail-order concerns engaged in the same line of business, requests for estimates of kind, quantity, and prices of lumber and building material and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers;
 - (b) furnished to the editor and manager of a trade journal information tending, if published, to encourage retail dealers to make, or cause to be made, such requests of mail-order concerns;
 - (c) used their influence with banks and others called upon by mail-order concerns to report the identity and occupation of persons suspected of making requests for information not in good faith, to induce them to fail to make such reports or to make misleading reports;
 - (d) induced and endeavored to induce manufacturers and wholesalers of lumber and building materials to refrain from selling lumber and building materials to mail-order concerns;
 - (e) furnished to the editor and manager of a trade journal the names of manufacturers and wholesalers who sold to mail-order concerns for the purpose of enabling him to interfere with the free purchase of supplies by them;
 - (f) employed and contributed to the employment of a detective to secure confidential information regarding the business secrets of mail-order concerns and the movements of their salesmen; and
 - (g) systematically followed, and caused to be followed, the salesmen of mail-order concerns from place to place, with the object and effect of hindering and embarrassing them in their business;
2. Where a corporation engaged in the publication of a trade journal, held out and represented as the official organ of the retail lumber and building supplies trade in certain States, and the editor and manager of such periodical—
 - (a) urged, encouraged, and suggested, through articles published in said periodical, that retail dealers in lumber and building materials write, or cause to be written, and send to mail-order concerns, re-

quests for estimates of the kind, quantity, and prices of lumber and building materials, and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers;

- (b) urged, encouraged, and suggested, through the medium of said periodical, the circulation of information calculated to cause dealers in lumber and building materials to use their influence with banks, credit-reporting agencies, and others, to induce them to delay in making reports, to fail in reporting, or to make misleading reports;
- (c) induced and endeavored to induce manufacturers and wholesalers of lumber and building materials to refrain from and to discontinue furnishing supplies of lumber and building materials to mail-order concerns dealing in the same, by means of actual and implied threats that retail dealers should withdraw their patronage; and
- (d) sought to obtain, and obtained, confidential information from mail-order concerns dealing in lumber and building materials, relative to their source of supply, financial condition, internal affairs, and business secrets for the use and benefit of retail dealers in lumber and building materials:

Held, That such acts constituted unfair methods of competition in violation of section 5 of the act of September 26, 1914.

COMPLAINT.

The Federal Trade Commission having reason to believe, from a preliminary investigation made by it, that the Botsford Lumber Co., Winona, Minn.; Hayes-Lucas Lumber Co., Winona, Minn.; C. M. Youmans Lumber Co., Winona, Minn.; Wilcox Lumber Co., Detroit, Minn.; Hubbard & Palmer Lumber Co., Garden City, Minn.; Mora Lumber Co., Mora, Minn.; Rudd Lumber Co., Milaca, Minn.; Koenig & Lampert Lumber Co., Lamberton, Minn.; J. Borgerding & Co., Melrose, Minn.; Dower Lumber Co., Wadena, Minn.; Stenerson Bros. Lumber Co., Felton, Minn.; Johnson & Larson Lumber Co., Atwater, Minn.; Morrison County Lumber Co., Little Falls, Minn.; Nortz Lumber Co., Breckenridge, Minn.; Kensington Hardware & Lumber Co., Kensington, Minn.; International Lumber Co., International Falls, Minn.; Lowry Lumber Co., Lowry, Minn.; Frank Underwood, Eyota, Minn.; Anton Roseth, Boyd, Minn.; Standard Lumber Co., Winona, Minn.; St. Anthony & Dakota Elevator Co., Minneapolis, Minn.; Atlas Lumber Co., Minneapolis, Minn.; J. H. Queal & Co., Minneapolis, Minn.; Langworthy Lumber Co., Minneapolis, Minn.; Bertram-

Wright Lumber Co., Minneapolis, Minn.; Bovey-Shute Lumber Co., Minneapolis, Minn.; S. H. Bowman Lumber Co., Minneapolis, Minn.; L. P. Dolliff & Co., Minneapolis, Minn.; Fullerton Lumber Co., Minneapolis, Minn.; Imperial Elevator Co., Minneapolis, Minn.; Mandan Mercantile Co., Minneapolis, Minn.; Midland Lumber Co., Minneapolis, Minn.; Rogers Lumber Co., Minneapolis, Minn.; H. W. Ross Lumber Co., Minneapolis, Minn.; Superior Lumber & Coal Co., Minneapolis, Minn.; Winnor-Torgersen Lumber Co., Minneapolis, Minn.; Interior Lumber Co., Minneapolis, Minn.; Lampert Lumber Co., Minneapolis, Minn.; Salzer Lumber Co., Minneapolis, Minn.; John W. Tuthill Lumber Co., Minneapolis, Minn.; Powers Elevator Co., Minneapolis, Minn.; Libby Lumber Co., Minneapolis, Minn.; Midland Lumber & Coal Co., Minneapolis, Minn.; Central Lumber Co., Minneapolis, Minn.; F. A. Bartlett & Co., Farmingdale, S. Dak.; A. F. Clough & Co., Canova, S. Dak.; C. W. Derr, Mitchell, S. Dak.; Hamilton Lumber Co., Britton, S. Dak.; Bartlett & Co., Edgemont, S. Dak.; J. J. Stehly, Hecla, S. Dak.; C. A. Finch Lumber Co., La Moure, N. Dak.; Bond Lumber Co., Minot, N. Dak.; Piper-Howe Lumber Co., Minot, N. Dak.; Crane-Johnson Lumber Co., Cooperstown, N. Dak.; Dunham Lumber Co., Bismarck, N. Dak.; Valley Lumber Co., Hillsboro, N. Dak.; Washburn-Merrick Lumber Co., Bismarck, N. Dak.; Robertson Lumber Co., Grand Forks, N. Dak.; Jones Lumber & Implement Co., Lisbon, N. Dak.; Wisconsin Lumber Co., Des Moines, Iowa; Central Lumber & Coal Co., Dubuque, Iowa; Biddick-Holman Lumber Co., Collins, Iowa; W. J. Dixon Lumber Co., Sac City, Iowa; Eclipse Lumber Co., Clinton, Iowa; Joyce Lumber Co., Clinton, Iowa; Floete Lumber Co., Spencer, Iowa; Schoeneman Bros. Co., Hawarden, Iowa; M. M. Slagle & Co., Alton, Iowa; Jas. A. Smith Lumber Co., Osage, Iowa; Smith-Hovelson Lumber Co., Sioux City, Iowa; F. I. Gardner & Co., Cherokee, Iowa; C. A. Grant & Son, Rolfe, Iowa; Jasper Lumber Co., Newton, Iowa; P. Schertz & Co., Gibson City, Ill.; Alexander Lumber Co., Chicago, Ill.; Chicago Lumber & Coal Co., East St. Louis, Ill.; Miner & Frees, Ridgeway, Mo.; Leidigh & Havens Lumber Co., Kansas City, Mo.; Noll Welty Lumber Co., Kansas City, Mo.; Chicago.

Lumber Co. of Omaha, Omaha, Nebr.; F. H. Gilchrest Lumber Co., Kearney, Nebr.; W. L. Stickel Lumber Co., Kearney, Nebr.; Nye-Schneider-Fowler Co., Fremont, Nebr.; Walrath & Sherwood Lumber Co., Omaha, Nebr.; Welpton Lumber Co., Ogallala, Nebr.; L. W. Cox & Co., McCook, Nebr.; Dierks Lumber & Coal Co., Lincoln, Nebr.; J. A. Gardner & Co., Orleans, Nebr.; Albert Caughey, Deshler, Nebr.; S. W. Lightner, St. Edward, Nebr.; Pawnee Lumber Co., Pawnee City, Nebr.; H. Petersen & Sons, Dannenbrog, Nebr.; Seward Lumber & Fuel Co., Seward, Nebr.; Westrup & Kohler Lumber Co., Woodbine, Kans.; Humburg Lumber Co., Bison, Kans.; G. E. Miller & Son, Stroh, Ind.; E. A. Chapman & Bros., South Wayne, Wis.; Wm. Dukelow, Wilton, Wis.; C. L. Colman Lumber Co., La Crosse, Wis.; John D. Young Co., La Crosse, Wis.; Deacon Lumber Co., Le Moore, Calif.; Santa Barbara Lumber Co., Santa Barbara, Calif.; Potlatch Lumber Co., Potlatch, Idaho; Standard Lumber Co., Moscow, Idaho; F. R. Woodbury Lumber Co., Spokane, Wash.; Lamb Davis Lumber Co., Leavenworth, Wash.; Reliance Lumber & Timber Co., Seattle, Wash.; J. C. Starkey, Pine City, Wash.; Goodridge Call Lumber Co., Great Falls, Mont.; A. W. Miles Lumber & Coal Co., Livingston, Mont.; H. M. Allen & Co., Billings, Mont.; Gibson-Faw Lumber & Mercantile Co., Colona, Colo.; B. S. Lewis, Nashville, Tenn.; Mayhew & Isbell Lumber Co., Uvalde, Tex.; Pioneer Lumber Co., Sheridan, Wyo.; Lumberman Publishing Co., Minneapolis, Minn.; Platt B. Walker, Minneapolis, Minn.; and Luke W. Boyce, Minneapolis, Minn., hereinafter referred to as respondents, have been, and are, using unfair methods of competition in interstate commerce, in violation of the provisions of section 5 of an act of Congress approved September 26, 1914, entitled "An act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," and it appearing that a proceeding by it in respect thereof would be in the interest of the public, issues this complaint, stating its charges in that respect on information and belief as follows:

PARAGRAPH 1. That all of the respondents, except those specifically named in the next succeeding two paragraphs, are now, and for several years last past have been, engaged

in selling, at retail, lumber and building materials in yards, located in many towns, villages and cities, principally in the States of Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, and Montana each operating from 1 to 100 retail yards in said States and they are called by themselves, and hereinafter referred to, as regular dealers; that each of said respondents, referred to in this paragraph, has its principal office in the city and State mentioned immediately after the name of such respondent; that all of the respondents referred to in this paragraph are corporations except C. W. Derr, Mitchell, S. Dak.; William Dukelow, Wilton, Wis.; B. S. Lewis, Nashville, Tenn.; J. J. Stehly, Hecla, S. Dak.; J. C. Starkey, Pine City, Wash.; Albert Caughey, Deshler, Nebr.; S. W. Lightner, St. Edward, Nebr.; Frank Underwood, Eyota, Minn.; Anton Roseth, Boyd, Minn.; Miner & Frees, Ridgway, Mo. (a copartnership, the members of which are at this time unknown to the Commission); Westrup & Kohler Lumber Co., Woodbine, Kans. (a copartnership, the members of which are at this time unknown to the Commission); Humburg Lumber Co., Bison, Kans. (a copartnership, the members of which are at this time unknown to the Commission); Pawnee Lumber Co., Pawnee City, Nebr. (a copartnership, the members of which are at this time unknown to the Commission); H. Petersen & Sons, Dannebrog, Nebr. (a copartnership, the members of which are at this time unknown to the Commission); C. A. Grant & Son, Rolfe, Iowa (a copartnership, the members of which are at this time unknown to the Commission), and the Jasper Lumber Co., Newton, Iowa (a copartnership, the members of which are at this time unknown to the Commission).

PAR. 2. That the respondent, Lumberman Publishing Co., is a corporation organized under and by virtue of the laws of the State of Minnesota, having its principal office and place of business at the city of Minneapolis, in the State of Minnesota, and is the owner and publisher of a periodical or lumber trade paper known as the Mississippi Valley Lumberman, published at said city of Minneapolis, State of Minnesota, and generally circulated throughout the Middle Western States and received and read by lumber dealers therein, including said regular dealers and their agents and em-

ployees, and the respondent Platt B. Walker, residing at Minneapolis, State of Minnesota, is the manager of said Lumberman Publishing Co. and the editor of the said Mississippi Valley Lumberman, and the said respondent, Platt B. Walker and the Lumberman Publishing Co., hold out said periodical to be the official organ and representative of said regular dealers in the various States where they are located and do business, and said regular dealers receive and accept such trade journal as their official organ and representative.

PAR. 3. That the respondent, Luke W. Boyce, residing at Minneapolis, Minn., is a detective, doing business under the trade name and style of "Northern Information Bureau," which bureau is conducted and operated by the said Luke W. Boyce under a plan or system of subscription contracts, whereby subscribers are entitled to the services of said bureau, its agents and detectives, at cost, in securing information desired by said subscribers, among whom are the respondent Platt B. Walker and many of the respondent regular dealers.

PAR. 4. That a branch or form of retail lumber trade in the United States is carried on by so-called "mail-order houses," which sell, generally through the medium of mail orders, lumber and building materials, in interstate commerce, direct to the consumer in nearly all of the States of the United States; that such mail-order houses are either manufacturers of lumber or commercial establishments, located in many cities of the United States; that said commercial establishments generally purchase their supplies of lumber and lumber products from the manufacturer and wholesale dealer without the intervention of the retail dealer, and that said mail-order houses are engaged in competition with such of said respondents who conduct retail lumber yards for the sale at retail of lumber and building materials.

PAR. 5. That all of the respondents are, and for more than two years last past have been, wrongfully and unlawfully engaged in a combination or conspiracy, entered into, carried out, and continued by said respondents with the intent, purpose, and effect of discouraging, stifling, and suppressing competition in interstate commerce in the retail lumber and

building material trade in the United States on the part of said mail-order houses, and to force the ultimate consumer to buy his required supply of lumber and building materials from the regular and recognized retail merchants operating retail yards where such lumber or building materials are used, and who conduct and carry on their business after the manner of the respondent regular dealers.

PAR. 6. That such conspiracy is carried on by means of verbal and written communications between the respondents, by articles published in said Mississippi Valley Lumberman, by exchange and publication of information through the medium of said Mississippi Valley Lumberman to the various respondent regular retailers, and by means of information procured by and through the said respondent, Luke W. Boyce.

PAR. 7. That the specific acts of the respondents, consummated through and pursuant to such conspiracy, are the following:

(a) Said respondents, who are regular dealers, largely through the urging, encouragement, and suggestion of the respondent, Platt B. Walker, by published articles in the Mississippi Valley Lumberman and otherwise, and acting thereon and pursuant to such conspiracy, systematically, and on a large scale, write and send, and cause to be written and sent, and procure others to write and send, to said mail-order houses, letters containing requests for statements of estimates of the quantity and quality of lumber or building material required for certain building purposes, and the prices therefor, and also containing requests for the printed matter, advertisements, and other special information furnished bona fide customers and prospective customers by such mail-order houses; that the writers and senders of such letters have no purpose or intention of buying any lumber or building material from such mail-order houses, but write and send such letters to cause such mail-order houses annoyance and delay in the transaction of their business and damage and expense, and for the purpose, among other things, of furnishing the information thus secured to the respondent, Platt B. Walker, for publication, and said respondent,

Platt B. Walker, does publish in said trade journal a large amount of the information thus obtained, and thereby, and by other means, the said respondent regular dealers acquaint the said respondent, Platt B. Walker, and each other, of their activities and participation in such scheme of making such bogus and spurious requests of said mail-order houses, and thus encourage the continued participation in such scheme on the part of the respondents, and thereby cause an increase in the amount of such correspondence with mail-order houses.

(b) That the respondents, who are regular dealers, largely through the urging, encouragement and suggestion of the respondent, Platt B. Walker, by published articles in the Mississippi Valley Lumberman and otherwise, and acting thereon and pursuant to such conspiracy, systematically urge, and use their influence with banks, credit-reporting agencies, and others who are called upon by said mail-order houses to make reports as to the identity and occupation of the persons from whom they receive such bogus and spurious requests, to fail to make such reports or to make misleading reports thereon, with the result that such mail-order houses do not, in many cases, receive such reports or receive misleading reports in reference thereto.

(c) That said respondents have endeavored to induce, and in some instances have induced, manufacturers to refrain from and to discontinue furnishing supplies of lumber and building material to some of said mail-order houses, and the said respondents, who are regular dealers, acting with said respondents, Platt B. Walker and Luke W. Boyce, and pursuant to such conspiracy, have, by threats of withdrawal or actual withdrawal of patronage, compelled certain manufacturers to discontinue selling to mail-order houses, and by the well-known attitude of intolerant hostility of said regular dealers toward the competition of mail-order houses, have deterred, and do deter, manufacturers from selling supplies to such mail-order houses, the same being accomplished (1) by means of information surreptitiously obtained by the respondent, Luke W. Boyce, as to the names and methods of manufacturers selling to mail-order houses and communi-

cated by said respondent, Luke W. Boyce, to said respondent, Platt B. Walker; (2) by means of correspondence carried on by said respondent, Platt B. Walker, with such manufacturers; (3) by the publication in the Mississippi Valley Lumberman by said respondent, Platt B. Walker, of the names of manufacturers who supply mail-order houses; (4) by publication in said trade journal by said respondent, Platt B. Walker, of articles containing direct or implied threats that the regular dealers will withdraw their patronage from such manufacturers if they sell to the mail-order houses; (5) by articles published in said trade journal by the respondent, Platt B. Walker, advising the regular dealers to withdraw their patronage from such manufacturers; and (6) by publication in said trade journal by the respondent, Platt B. Walker, of a false report to the effect that an investigation had been instituted by detectives of the Northern Information Bureau, conducted by the respondent, Luke W. Boyce, to ascertain the names of all manufacturers selling to mail-order houses.

(d) That the respondents, Platt B. Walker and Luke W. Boyce, have surreptitiously sought and obtained from employees of mail-order houses confidential information as to the business of mail-order houses, and in particular in reference to their source of supplies, financial condition, internal affairs, and business secrets, and said respondent, Platt B. Walker, has published much of such information so obtained in the Mississippi Valley Lumberman, together with numerous false and disparaging statements concerning the business methods, financial condition, and internal affairs of such mail-order houses, for the use and benefit of the regular dealers in their competition with mail-order houses, and such information so published is used by such regular dealers in their competition with mail-order houses.

(e) That some of the respondents, or their employees, acting with the respondent, Luke W. Boyce, or his agents or employees, have followed and trailed salesmen of mail-order houses from place to place with the object and effect of hindering and embarrassing such salesmen in the making of sales and in the transaction of their business.

II.

And the Federal Trade Commission, further stating separate and distinct charges in respect to the violation of said section 5 on the part of the above-named respondents, on information and belief alleges:

PAR. 8. That with the effect of stifling and suppressing competition in interstate commerce in the retail lumber and building material trade in the United States on the part of said mail-order houses, and to force the ultimate consumer to buy his required supply of lumber and building materials from the regular and recognized retail merchants operating retail yards where such lumber or building materials are used, and who conduct and carry on their business after the manner of the respondent regular dealers, all of said respondent regular dealers, systematically and on a large scale, write and send, and cause to be written and sent, and procure others to write and send, to said mail-order houses, letters containing requests for statements of estimates of the quantity and quality of lumber or building material for certain building purposes, and the prices therefor, and also containing requests for the printed matter, advertisements, and other special information furnished bona fide customers and prospective customers by such mail-order houses; that the writers and senders of such letters have no purpose or intention of buying any lumber or building material from such mail-order houses, but write and send such letters to cause such mail-order houses annoyance and delay in the transaction of their business and damage and expense, and for the purpose, among other things, of furnishing the information thus secured to the respondent, Platt B. Walker, for publication in the Mississippi Valley Lumberman.

PAR. 9. That for the purpose of stifling and suppressing competition in interstate commerce in the retail lumber and building material trade in the United States on the part of the mail-order houses, the said respondents, who are regular dealers, systematically and on a large scale, urge upon, and use their influence with banks, credit reporting agencies, and others, who are called upon by said mail-order houses to make reports as to the identity and occupation of the persons from whom they receive such bogus and spurious requests,

to fail to make such reports, or make misleading reports thereon, with the result that such mail-order houses do not, in many cases, receive such reports, or receive misleading reports in reference thereto.

PAR. 10. That for the purpose of stifling and suppressing competition in interstate commerce in the retail lumber and building material trade in the United States on the part of said mail-order houses, the said respondents, who are regular dealers, have endeavored to induce, and in many instances have induced, manufacturers to refrain from, and to discontinue, furnishing supplies of lumber and building material to some of said mail-order houses by threats of withdrawal or actual withdrawal of patronage from such manufacturers.

PAR. 11. That said respondents, who are regular dealers, have followed and trailed salesmen of mail-order houses with the object and effect of hindering and embarrassing such salesmen in the making of sales and the transaction of their business.

REPORT, FINDINGS AS TO THE FACTS, AND ORDERS.

ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that each of the following named respondents in the above entitled proceeding, signatories of a certain stipulation confirmed and approved by the Federal Trade Commission on February 6, 1918, to wit:

A. W. Miles Lumber & Coal Co., Bartlett & Co., Lowry Lumber Co., Kensington Hardware & Lumber Co., Libby Lumber Co., Luke W. Boyce, H. M. Allen & Co., Alexander Lumber Co., F. A. Bartlett & Co., Bertram-Wright Lumber Co., Biddick-Holman Lumber Co., J. Borgerding & Co., Botsford Lumber Co., Bond Lumber Co., S. H. Bowman Lumber Co., Bovey-Shute Lumber Co., Central Lumber & Coal Co., A. F. Clough & Co., Crane-Johnson Lumber Co., Chicago Lumber Co. of Omaha, Albert Caughey, E. A. Chapman & Bro., C. L. Colman Lumber Co., L. W. Cox & Co., Dower Lumber Co., L. P. Dolliff & Co., C. W. Derr, W. J. Dixon Lumber Co., William Dukelow, Deacon Lumber Co., Eclipse Lumber Co., Fullerton Lumber Co., C. A. Finch Lumber Co., Floete Lumber Co., F. I. Gardner

& Co., C. A. Grant & Son, F. H. Gilcrest Lumber Co., Gibson-Faw Lumber & Mercantile Co., Hayes-Lucas Lumber Co., Hubbard & Palmer Lumber Co., Humburg Lumber Co., Hamilton Lumber Co., Joyce Lumber Co., Jasper Lumber Co., Jones Lumber & Implement Co., Johnson & Larson Lumber Co., Koenig & Lampert Lumber Co., Lampert Lumber Co., B. S. Lewis, Lamb-Davis Lumber Co., Langworthy Lumber Co., Leidigh & Havens Lumber Co., Mora Lumber Co., Morrison County Lumber Co., Mandan Mercantile Co., Midland Lumber Co., Midland Lumber & Coal Co., G. E. Miller & Son, Miner & Frees, Nortz Lumber Co., Piper-Howe Lumber Co., H. Petersen & Sons, Pawnee Lumber Co., Pioneer Lumber Co., Anton Roseth, H. W. Ross Lumber Co., Rudd Lumber Co., Salzer Lumber Co., Standard Lumber Co. (Winona, Minn.), Standard Lumber Co. (Moscow, Idaho), Stenerson Bros. Lumber Co., J. J. Stehly, Schoeneman Bros. Co., F. M. Slagle & Co., Chicago Lumber & Coal Co., Smith-Hovelson Lumber Co., W. L. Stickel Lumber Co., John W. Tuthill Lumber Co., Frank Underwood, Valley Lumber Co., Wilcox Lumber Co., Winnor-Torgerson Lumber Co., Wisconsin Lumber Co., Welpton Lumber Co., Westrup & Kohler Lumber Co., F. R. Woodbury Lumber Co., C. M. Youmans Lumber Co., John D. Young Co., Potlatch Lumber Co., Imperial Lumber Co., Noll-Welty Lumber Co., Dunham Lumber Co., Dierks Lumber & Coal Co., J. A. Gardner & Co., forever cease and desist from—

(a) Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent so-called regular dealers.

(b) Furnishing to Platt B. Walker information calculated, or having a tendency, if published or otherwise circulated, to encourage the so-called regular dealers in making or causing to be made of mail-order concerns requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended for bona fide customers and bona fide prospective customers.

(c) Using their influence with banks and others who are called upon by mail-order concerns to report the identity and occupation of persons suspected of making requests for information not in good faith, to fail to make such reports or to make misleading reports.

(d) Inducing or endeavoring to induce, by means of an actual or threatened withdrawal of patronage, manufacturers and wholesalers to refrain from or to discontinue furnishing supplies of lumber and building material to mail-order concerns.

(e) Furnishing to Platt B. Walker the names of manufacturers and wholesalers which sell to mail-order concerns for the purpose of enabling him to interfere with the free purchase of supplies by mail-order concerns.

(f) Employing or contributing to the employment of Luke W. Boyce to secure confidential information regarding the business secrets of mail-order concerns and the movements of their salesmen.

(g) Systematically following or causing to be followed the salesmen of mail-order concerns from place to place with the object or effect of hindering and embarrassing such salesmen in their negotiations with prospective customers in the making of sales.

(h) Employing or using Platt B. Walker, the Mississippi Valley Lumberman, Luke W. Boyce, or any similar agency or agencies for any of the purposes in this order prohibited.

POWERS ELEVATOR CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Powers Elevator Co., one of the respondents in the above-entitled proceeding, signatory of a certain stipulation con-

firmed and approved by the Federal Trade Commission on February 6, 1918, forever cease and desist from—

(a) Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers; provided, that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

(b) Furnishing to Platt B. Walker information calculated, or having a tendency, if published or otherwise circulated, to encourage the so-called regular dealers in making or causing to be made of mail-order concerns requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended for bona fide customers and bona fide prospective customers.

(c) Using its influence with banks and others who are called upon by mail-order concerns to report the identity and occupation of persons suspected of making requests for information not in good faith, to fail to make such reports or to make misleading reports.

(d) Inducing or endeavoring to induce, by means of an actual or threatened withdrawal of patronage, manufacturers and wholesalers to refrain from or to discontinue furnishing supplies of lumber and building material to mail-order concerns.

(e) Furnishing to Platt B. Walker the names of manufacturers and wholesalers which sell to mail-order concerns for the purpose of enabling him to interfere with the free purchase of supplies by mail-order concerns.

(f) Employing or contributing to the employment of Luke W. Boyce to secure confidential information regarding the business secrets of mail-order concerns and the movements of their salesmen.

(g) Systematically following or causing to be followed the salesmen of mail-order concerns from place to place with the object or effect of hindering and embarrassing such salesmen in their negotiations with prospective customers in the making of sales.

(h) Employing or using Platt B. Walker, the Mississippi Valley Lumberman, Luke W. Boyce, or any similar agency or agencies for any of the purposes in this order prohibited.

MAYHEW & ISBELL LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Mayhew & Isbell Lumber Co., one of the respondents in the above entitled proceeding, signatory of a certain stipulation confirmed and approved by the Federal Trade Commission on February 6, 1918, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogs, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their action for respondent.

ROBERTSON LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Robertson Lumber Co., one of the respondents in the above entitled proceeding, signatory of a certain stipulation confirmed and approved by the Federal Trade Commission on February 6, 1918, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or

bona fide prospective customers for mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogs, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

INTERIOR LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Interior Lumber Co., one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between it and W. T. Chantland and W. B. Wooden, trial counsel for the Federal Trade Commission, at the city of Washington, D. C., on the 22d day of March, A. D. 1918, wherein said respondent agrees and consents that the Commission shall make and enter an order upon such stipulation, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers; *Provided*, that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

P. SCHERTZ & CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that P. Schertz & Co., one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between such respondent and Walter B.

Wooden, counsel for the Federal Trade Commission, at Gibson City, State of Illinois, on the 16th day of September, A. D. 1918, wherein it is agreed that the Commission shall take certain facts as the facts in the case, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

ROGERS LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Rogers Lumber Co., one of the respondents in the above-entitled proceeding, signatory to a certain answer made and filed by it herein on the 11th day of July, A. D. 1917, admitting certain of the allegations as alleged and set forth in the complaint and denying others therein contained, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers; *Provided*, that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

ATLAS LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Atlas Lumber Co., one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between such respondent and Walter B. Wooden, counsel for the Federal Trade Commission, at Minneapolis, State of Minnesota, on the 22d day of August, A. D. 1918, wherein it is agreed that the Commission shall take certain facts as the facts in this case, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers; *Provided* that nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with, or their acting for, respondent.

CENTRAL LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Central Lumber Co., one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between such respondent and Walter B. Wooden, counsel for the Federal Trade Commission, at Minneapolis, State of Minnesota, on the 26th day of August, A. D. 1918, wherein it is agreed that the Commission shall take certain facts as the facts in this case, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the

kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

S. W. LIGHTNER—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that S. W. Lightner, one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between such respondent and Walter B. Wooden, counsel for the Federal Trade Commission, at St. Edward, State of Nebraska, on the 17th day of September, A. D. 1918, wherein it is agreed that the Commission shall take certain facts as the facts in this case, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

GOODRIDGE-CALL LUMBER CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Goodridge-Call Lumber Co., one of the respondents in the above-entitled proceeding, signatory to a certain answer made and filed by it herein on the 11th day of July, A. D. 1917, admitting certain of the allegations as alleged

and set forth in the complaint and denying others therein contained, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

SAINT ANTHONY & DAKOTA ELEVATOR CO.—ORDER TO CEASE AND DESIST.

It is hereby ordered by the Federal Trade Commission that the Saint Anthony & Dakota Elevator Co., one of the respondents in the above-entitled proceeding, signatory to a certain stipulation made and entered into by and between such respondent and Walter B. Wooden, counsel for the Federal Trade Commission, at Minneapolis, State of Minnesota, on the 19th day of August, A. D. 1918, wherein it is agreed that the Commission shall take certain facts as the facts in this case, forever cease and desist from—

Systematically or on a large scale or in bad faith or by subterfuge writing and sending, causing to be written and sent, or procuring others who are not bona fide customers or bona fide prospective customers of mail-order concerns, to write and send to mail-order concerns, requests for estimates of the kind, quantity, and prices of lumber and building material for certain building purposes and for catalogues, printed matter, and special information intended only for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be taken to prohibit such requests where disclosure is made by the parties making them of their connection with or their acting for respondent.

PLATT B. WALKER AND LUMBERMAN PUBLISHING CO.—REPORT,
FINDINGS AS TO THE FACTS, AND ORDER.

The Federal Trade Commission having issued and served its complaint herein, wherein it alleged that it had reason to believe that the said above named respondents, Platt B. Walker and Lumberman Publishing Co. have been and are using unfair methods of competition in interstate commerce, in violation of the provisions of section 5 of the act of Congress approved September 26, 1914, entitled "An act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," and further stating its charges in that respect, and said respondents having made and filed their answers to the said complaint and having further entered into, agreed to, and signed an agreement and stipulation as to the facts, and on the 4th day of January, A. D. 1918, its cause having come on for hearing before the Commission and having been argued by William T. Chantland, trial counsel for the Commission, and Stanley B. Houck, counsel of record for said respondents, and on said day was submitted to, and taken under advisement by, the Commission; now on this 26th day of March, A. D. 1918, on this said complaint, answers, agreement and stipulation and argument, the Commission makes its report and findings as to facts.

FINDINGS AS TO THE FACTS.

The commission finds:

1. That the said respondent, the Lumberman Publishing Co., is a corporation organized under and by virtue of the laws of the State of Minnesota, having its principal office and place of business at the city of Minneapolis, in the said State of Minnesota, and is, and for many years has been, the owner and publisher of a periodical or lumber trade journal known as the Mississippi Valley Lumberman, published at the said city of Minneapolis, in the said State of Minnesota, and generally circulated throughout the Middle Western States and received and read by lumber dealers therein, including some of the retail dealers in lumber and building materials, re-

spondents, and their agents and employees; and the said respondent, Platt B. Walker, residing at Minneapolis, State of Minnesota, is now, and for many years has been, the manager of said Lumberman Publishing Co. and the editor of the said Mississippi Valley Lumberman, and the said respondents, Platt B. Walker, and the Lumberman Publishing Co., have for many years last past and do now hold out said periodical to be the official organ and representative of the retail dealers in lumber and building supplies in the various States where they are located and do business.

2. That said claim, to wit, that the said Mississippi Valley Lumberman is the official organ and representative of the said retail dealers in lumber and building material in the various States where they are located and do business has not been contradicted or denied by many of the said dealers.

3. That the respondent, Luke W. Boyce, residing in the said city of Minneapolis, in the said State of Minnesota, is, and for several years last past has been, a detective doing business under the trade name and style of "Northern Information Bureau," which bureau has been and is conducted and operated by the said Luke W. Boyce under a plan or system of subscription contracts whereby subscribers are entitled to the services of said bureau, its agents, and detectives, at cost in securing information desired by said subscribers, among whom is the said respondent, Platt B. Walker.

4. That a branch or form of retail lumber trade in the United States is, and for many years has been, carried on by so-called "mail-order houses," which sell generally through the medium of mail orders lumber and building materials in interstate commerce direct to the consumer in nearly all of the States of the United States; that such mail-order houses are either manufacturers of lumber or commercial establishments; that said commercial houses generally purchase their supplies of lumber products from the manufacturer and wholesale dealer without the intervention of the retail dealer and that said mail-order houses are engaged in competition with such of said respondents as conduct retail lumber yards for the sale at retail of lumber and building materials.

5. That with the intent, purpose, and effect of forcing the ultimate consumer to buy his required supplies of lumber and building materials from the so-called regular and recognized retail merchants operating retail yards where such lumber or building materials are used, and thereby unfairly interfering with and preventing said mail-order houses from operating directly with the consumer, and also thereby unfairly interfering with or preventing any consumer from purchasing his required supplies of lumber and building materials from said mail-order houses, the said Platt B. Walker and the said Lumberman Publishing Co. have, for more than two years last past, repeatedly, by means of verbal and written communications between said so-called regular and recognized retail merchants, and the Lumberman Publishing Co., by articles published in the said Mississippi Valley Lumberman and by means of information procured through the said Luke W. Boyce, urged, encouraged, and suggested by published articles in the said Mississippi Valley Lumberman and otherwise, that the retail lumber dealers systematically and on a large scale write and send, and cause to be written and sent, and procure others to write and send, to said mail-order houses, letters containing requests for statements of estimates of the quality and quantity of lumber and building materials required for certain building purposes, the price therefor, and also containing requests for printed matter, advertisements, and other special information furnished bona fide customers and prospective customers by such mail-order houses to cause such mail-order houses annoyance, expense, and delay in the transaction of their business, and for the purpose, among other things, of furnishing the information thus secured to the said respondent, Platt B. Walker, for publication, and said Platt B. Walker has published in said trade journal information thus obtained and thereby, and by other means, the said respondent, Platt B. Walker, is acquainted with the said activities of the retail dealers.

6. That, pursuant to the urging, encouragement, and suggestions of said respondents, as aforesaid, certain of the said retail lumber dealers wrote and sent certain letters, as afore-

said, and the said writers and senders of said letters, as aforesaid, had no purpose or intention of buying any lumber or building materials from said mail-order houses; that one of the objects of some of the said writers and senders of letters, as aforesaid, was to secure information as to the business methods, prices, terms, etc., which was or would be useful in meeting the competition of the said mail-order concerns, whereas others had as an object the harrassment and injury of said mail-order concerns; that the said writers and senders of such letters, as aforesaid, knew, or are chargeable with knowledge, that the granting of, or even the consideration of such requests caused the mail-order houses expense.

7. That, with the intent, purpose, and effect of forcing the ultimate consumer to buy his required supplies of lumber and building materials from the so-called regular and recognized retail merchants operating retail yards where such lumber or building materials are used, and thereby unfairly interfering with and preventing said mail-order houses from dealing directly with the consumer, and also thereby unfairly interfering with, or preventing any consumer from purchasing the required supplies of lumber and building materials from said mail-order houses, said Platt B. Walker and said Lumberman Publishing Co. have for more than two years last past repeatedly, by means of verbal and written communications between said so-called regular and recognized retail merchants and the Lumberman Publishing Co., by articles published in the said Mississippi Valley Lumberman, and by means of information procured from said Luke W. Boyce, urged, encouraged, and suggested that certain retail lumber dealers use their influence with banks, credit reporting agencies, and others who are called upon by said mail-order houses to make reports as to the identity and occupation of the persons from whom they receive requests, to fail to make such reports.

8. That the urging, encouragement, and suggestions of said respondents as aforesaid necessarily resulted in a delay in the receipt of said reports, and in some instances at least, resulted in no reports being sent to, or received by, said mail-order houses.

9. That with the intent, purpose, and effect of forcing the ultimate consumer to buy his required supplies of lumber or building materials from the so-called regular and recognized retail merchants operating retail yards where such lumber or building materials are used, and thereby unfairly interfering with and preventing said mail-order houses from dealing directly with the consumer, and also thereby unfairly interfering with or preventing any consumer from purchasing his required supplies of lumber or building material from said mail-order houses, the said Platt B. Walker and the said Lumberman Publishing Co. have for more than two years last past repeatedly by means of verbal and written communications between said so-called regular and recognized retail merchants and the Lumberman Publishing Co., and by means of information procured from said Luke W. Boyce, endeavored to induce, and in some instances, have induced, manufacturers to refrain from and to discontinue furnishing supplies of lumber and building materials to some of said mail-order houses and by threats that the retail dealers would withdraw their patronage, have induced manufacturers to discontinue selling to mail-order houses and have deterred and do deter manufacturers from selling supplies to such mail-order houses:

(1) By means of information obtained from the said Luke W. Boyce as to the names and methods of manufacturers selling to mail-order houses;

(2) By means of correspondence carried on by said respondent, Platt B. Walker, with said manufacturers;

(3) By the publication in the Mississippi Valley Lumberman by said respondent, Platt B. Walker, of the names of manufacturers who supply mail-order houses;

(4) By publication, in said trade journal, by said respondent, Platt B. Walker, of articles containing direct or implied threats that the regular dealers would withdraw their patronage from said manufacturers if said manufacturers sold to mail-order houses.

(5) By articles published in said trade journal by the respondent, Platt B. Walker, advising the retail dealers to withdraw their patronage from such manufacturers; and,

(6) By publication in said trade journal by the respondent, the said Platt B. Walker, of a false report to the effect that an investigation had been instituted by detectives of the said "Northern Information Bureau," to ascertain the names of all the manufacturers selling to mail-order houses.

10. That for the purpose of publishing and disseminating information for the use and benefit of regular dealers in the competition of the said regular dealers with mail-order houses, said Platt B. Walker and said Lumberman Publishing Co. have sought and obtained confidential information from mail-order houses, particularly in reference to their sources of supplies, financial condition, internal affairs and business secrets (1) through conference with former employees of such mail-order houses, (2) through fraternizing, correspondence with, and solicitations by said Platt B. Walker and said Lumberman Publishing Co., of certain officers and employees of said mail-order houses, and (3) through the operations of the said "Northern Information Bureau," its detectives and agents.

11. That said respondents, Platt B. Walker and Lumberman Publishing Co., have published in the said Mississippi Valley Lumberman information thus obtained, together with other disparaging articles and statements concerning the business methods of said mail-order houses, some of which information so published was misleading and false, but which said respondent, Platt B. Walker, at the time of said publication believed to be true.

12. That the activities of the said respondents, Platt B. Walker and Lumberman Publishing Co., as aforesaid, unfairly interfered with or prevented the said mail-order houses from dealing directly with the consumer and also unfairly interfered with or prevented consumers from purchasing from mail-order houses.

13. That many of said regular retail lumber dealers have been aware of the general manner in which, and the general purpose for which, the aforesaid activities of the said respondents, Platt B. Walker and Lumberman Publishing Co., were instituted, and have either actively or passively availed themselves of some, or all, of the unfair benefits and advantages resultant therefrom.

CONCLUSIONS.

That the said methods of competition set forth in the foregoing findings of facts, and each and all of the said methods of competition, under the circumstances therein set forth,

constitute unfair methods of competition in interstate commerce in violation of the provisions of section 5 of the said act of Congress approved September 26, 1914, entitled "An act to create a Federal Trade Commission, to define its powers and duties, and for other purposes."

**PLATT B. WALKER AND LUMBERMAN PUBLISHING CO.—ORDER TO
CEASE AND DESIST.**

The Federal Trade Commission, having issued and served its complaint herein, and the said respondents, Platt B. Walker and Lumberman Publishing Co., having made and filed their respective answers to said complaint, and having further entered into, agreed to, and signed an agreement or stipulation as to the facts, and the Commission, on the said complaint, answer, and stipulation, on the date hereof, having made and filed a report containing its findings as to the facts and its conclusions that the said respondents, Platt B. Walker and Lumberman Publishing Co., have violated section 5 of the act of Congress approved September 26, 1914, entitled "An act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," which said report is hereby referred to and made a part hereof: Now, therefore, it is

Ordered, That the said respondents, Platt B. Walker and Lumberman Publishing Co., forever cease and desist from—

1. Urging, encouraging, and suggesting, through the medium of articles published in the Mississippi Valley Lumberman, a lumber trade journal, published in the city of Minneapolis, State of Minnesota, or any other trade journal, or newspaper, or disseminating, circulating, or imparting, in any manner whatsoever, any information calculated, or having a tendency, to result in any retail dealer in lumber or building materials, systematically, or on a large scale, or in bad faith, or by subterfuge, writing and sending, causing to be written and sent, or procuring others, who are not bona fide customers of any mail order concern dealing in lumber or building materials, to write and send to any said mail order concern requests for estimates of the kind, quantity, and prices of lumber and building materials and for catalogues, printed matter, and special information intended only

for bona fide customers and bona fide prospective customers: *Provided*, That nothing herein contained shall be construed to prevent such requests, where disclosure is made by any person, firm, or corporation, making said requests, of his or its connection with, or his or its acting for any or all of said retail dealers.

2. Urging, encouraging, or suggesting, through the medium of articles published in said Mississippi Valley Lumberman, or any other trade journal or newspaper, or disseminating, circulating, or imparting, in any manner whatsoever, any information calculating, or having a tendency, to cause any retail dealer in lumber or building materials, to use his or its influence with banks, credit reporting agencies, or others, who are, or may be, called upon by any mail order concern dealing in lumber or building materials, to report as to the identity or occupation of any person suspected of making requests, not in good faith, for information about any said mail order concern, to delay in making, or fail to make said reports, or to make misleading reports.

3. Inducing, or endeavoring to induce, any manufacturer, or wholesaler, of lumber or building materials to refrain from, or discontinue, furnishing supplies of lumber or building materials, to any mail-order concern dealing in lumber or building materials, by means of actual or implied threats that any retail dealer in lumber or building materials would withdraw his or its patronage from any manufacturer or wholesale dealer in lumber or building materials, or by any other means calculated to prevent said manufacturer or wholesaler from selling to any said mail-order concern.

4. Seeking to obtain or obtaining confidential information from any mail-order concern dealing in lumber or building materials, in reference to its source of supplies, financial condition, internal affairs, or business secrets, by any means whatsoever, for the purpose of disseminating or imparting information for the use and benefit of any retail dealer in lumber or building materials.

ORDER OF DISMISSAL.

It appearing to the Commission that the Washburn-Merrick Lumber Co. and J. H. Queal & Co., respondents herein,

had discontinued business and had no legal existence at the time of the filing of the complaint herein, and

It further appearing to the Commission that there is not sufficient evidence to justify further proceedings as to the International Lumber Co., Superior Lumber & Coal Co., James A. Smith Lumber Co., Nye-Schneider-Fowler Co., Walrath & Sherwood Lumber Co., Seward Lumber & Fuel Co., Santa Barbara Lumber Co., Reliance Lumber & Timber Co., and J. C. Starkey, respondents herein: Now, therefore, it is

Ordered, That the complaint in this cause be, and the same hereby is, dismissed, without prejudice, as to the respondents Washburn-Merrick Lumber Co., J. H. Queal & Co., International Lumber Co., Superior Lumber & Coal Co., James A. Smith Lumber Co., Nye-Schneider-Fowler Co., Walrath & Sherwood Lumber Co., Seward Lumber & Fuel Co., Santa Barbara Lumber Co., Reliance Lumber & Timber Co., and J. C. Starkey.

FEDERAL TRADE COMMISSION

v.

NATIONAL DISTILLING CO.