

Syllabus.

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IN THE MATTER OF
STANDARD OIL COMPANY OF KENTUCKY ET AL.

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SECTION 5 OF AN ACT OF CONGRESS APPROVED SEPTEMBER 26, 1914.

Docket 1038—July 25, 1924.

SYLLABUS.

Where the retail gasoline dealers in and near a certain city, in pursuance of a combination and conspiracy to fix, maintain, and enforce a certain resale price,

- (a) Invited and urged dealers serving the aforesaid market to maintain such price, and threatened to cut off, and cut off the source of supply of dealers who did not do so;
- (b) Threatened gasoline refiners and distributors serving such market, with boycott, should they supply dealers failing to observe the desired price, and did so boycott one of their number for so doing; and

Where said refiners and distributors, in response to such boycott and threats thereof,

- (c) Refused to supply dealers who would not maintain the desired price, or discriminated against them in the matter of service;

With the result that the business of such dealers was seriously impaired or they were compelled to discontinue the same, outlets for the disposal and sale of gasoline in said territory were eliminated, regulated, and restricted, the market for gasoline brought into the State was unduly hindered, obstructed and burdened, and the public concerned was deprived of competition in the sale of gasoline and compelled to pay a higher price therefor:

Held, That such practices, under the circumstances set forth, constituted unfair methods of competition.

Mr. Eugene W. Burr for the Commission.

Humphrey, Crawford & Middleton of Louisville, Ky., and *Mr. T. M. Shackleford, jr.*, of Tampa, Fla., for Standard Oil Co. of Kentucky and other respondents.

Mr. W. J. Guthrie of Pittsburgh, Pa., for Gulf Refining Co. and other respondents.

Mr. Harry T. Klein and *Mr. F. L. Williams* of New York City for The Texas Co. and H. G. Thompson.

Mr. T. M. Shackleford, jr. of Tampa, Fla. for Spencer Mitchell Service Station.

Mr. W. T. Martin of Tampa, Fla. for William C. McFadden and other respondents.

Mr. Guy B. Zewadsky of Tampa, Fla. for A. Murray Allen.

Mr. Allen T. Stuart of Tampa, Fla. for R. R. Sturdivant and C. M. Stokes, jr.

COMPLAINT.¹

Acting in the public interest pursuant to the provisions 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," the Federal Trade Commission charges that the various persons and associations of persons, corporate and individual, mentioned in the caption hereof and more particularly hereinafter described and hereinafter referred to as respondents, have been and are using unfair methods of competition in commerce in violation of the provisions of Section 5 of said Act and states its charges in that respect as follows:

PARAGRAPH 1. Respondent, Standard Oil Co. of Kentucky is a corporation organized and existing under and by virtue of the laws of the State of Kentucky, with its principal office and place of business located in the city of Louisville, in said State, and with various refineries and gasoline plants located in the State of Kentucky and other States of the United States.

PAR. 2. Respondent, the Gulf Refining Co. is a corporation organized and existing under and by virtue of the laws of the State of Texas, with its principal office and place of business located in the city of Pittsburgh, State of Pennsylvania, but with a branch office located in the city of Port Arthur, State of Texas, and with various refineries and gasoline plants located in the State of Texas.

PAR. 3. Respondent, The Texas Company, is a corporation organized and existing under and by virtue of the laws of the State of Texas with its principal office and place of business located in the city of Houston, in said State, and with various refineries and gasoline plants located in that State, and in other States of the United States.

PAR. 4. Said respondents, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Company, hereinafter referred to as respondent refiners, are now and at all times herein mentioned were engaged in the business of refining crude petroleum and manufacturing of gasoline, lubricating oils and other petroleum products therefrom and in selling said gasoline, lubricating oils and other petroleum products to wholesale dealers, retail dealers and consumers throughout the southeastern part of the United States, causing said gasoline, lubricating oils and other petroleum products to be transported by means of tank steamers, tank cars, barrels, drums and other containers, from their refineries in one State to the purchasers thereof located in other States of the United States and in the District of Columbia. Said respondent refiners in the course and conduct of their said busi-

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nesses maintain distributing stations in various large cities of the United States, including the city of Tampa, Fla., where said gasoline, lubricating oils and other petroleum products are sold and distributed to the said purchasers thereof. There is now and at all times hereinafter mentioned was a constant current of trade and commerce in said gasoline, lubricating oils and other petroleum products produced by said respondent refiners between and among the various States of the United States south of the Ohio River and east of the Mississippi River, and particularly between their said refineries and the consuming trade and public located in the said city of Tampa, Fla.

PAR. 5. Respondents, F. T. Hurner, F. D. Jones and H. G. Thompson, are the respective local representatives and agents of the respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co. and The Texas Co. located at Tampa, Fla., and the said respondent F. T. Hurner is named herein as respondent individually and as agent of said Standard Oil Co. of Kentucky; and the said respondent F. D. Jones is named herein as respondent individually and as agent of said respondent Gulf Refining Co., and said respondent H. G. Thompson is named herein as respondent individually and as agent for said respondent, The Texas Co.

PAR. 6. Respondent, Tampa Retail Gasoline Dealers' Association, is a voluntary, unincorporated trade association composed of individuals, partnerships and corporations dealing in gasoline, lubricating oil and other automobile supplies, located in the city of Tampa, State of Florida, and surrounding territory. The officers of this said respondent association are as follows: A. Murray Allen, president; W. E. Dean, vice president; Frank R. Burn, secretary; W. C. McFadden, treasurer.

The directors of this said respondent association are as follows: Alfredo Diaz, F. M. VanDyke, Charles A. Williams, Laverne Blue, T. H. Chappell.

The members of this said respondent association known to the Commission are as follows: Solomon Haliczzer, an individual, trading under the name and style of Gulf Oil & Supply Co.; Wm. E. Dean, an individual, trading under the name and style of Dean's Quick Service Garage; F. M. VanDyke, an individual, trading under the name and style Van Dyke's Service Station; Spencer Mitchell, an individual, trading under the name Spencer Mitchell Service Station; William C. McFadden, an individual; Charles Williams, an individual, trading under the name and style Williams' Service Station; J. Johnson, an individual, trading under the name and style of Johnson's Garage; E. A. Robb, an individual, trading under the name and style of Buffalo Garage; W. T. Nichols, an individual;

S. R. Newsom, an individual, trading under the name and style Newsom's Garage; Devane S. Doyle Co., a corporation; F. E. Whidden, an individual, trading under the name and style of Whidden's Garage; W. J. Frederick, an individual; H. B. Hughlett, an individual, trading under the name and style of Farmers' Supply Co.; F. W. Whittington, an individual; J. P. Durant, an individual, trading under the name and style of Durant Filling Station; E. VanPetten, and H. VanPetten, partners, trading under the name and style of Van's Place; R. R. Sturdivant, an individual, trading under the name and style of Sulphur Springs Garage; J. P. Lehecka, an individual; J. H. Brass, an individual; E. N. Richards, an individual, trading under the name and style of Sanitary Grocery Co.; C. M. Stokes, Jr., an individual; W. G. Bryan, an individual; C. G. Hayman, an individual; Jose Castelena, an individual; W. F. Yager, an individual; W. S. Hewitt, an individual; Charles Kose, an individual; M. I. Christi, an individual; J. H. O'Berry, and J. P. Cashwell, partners, trading under the name and style of O'Berry & Cashwell; H. R. Mitchell, an individual, trading under the name and style of Gary Garage; J. J. Hagen, an individual, trading under the name and style of Rocky Point Filling Station; J. F. Murphy and W. E. Whitehead, partners, trading under the name and style of Bay Shore Filling Station; B. Proffer, an individual, trading under the name and style of Square Deal Garage; F. V. Moon, an individual; W. Z. Bailey, an individual; Lewis Shirey, and Fred Gronas, partners, trading under the name of Sweet Water Filling Station; Selwin Chalker and A. L. Wade, partners, trading under the name and style of Chalker & Wade; S. P. Drury, an individual; Alfredo Diaz, an individual, trading under the name and style of Diaz Garage; George E. Woods, an individual; Douglas McMichael, an individual; D. Bassaco, an individual; G. Sylvian, an individual; B. M. Brightwell, an individual; W. N. Ingraham, an individual; John M. McCurdy, an individual; Automobile Supply Co., a corporation; J. W. Furse, an individual, trading under the name and style of Furse Filling Station; Joe M. Knight, an individual trading under the name and style of Knight's Garage; D. F. Owens, and F. S. Joh, partners, trading under the name and style of D. F. Owen & Co., and Owen-Joh Co.

From time to time the membership of said association, hereinafter styled the "Association," increased by the addition of new members so that all the members of said association at a given point of time can not be specifically named as respondents herein without manifest inconvenience and delay, therefore the officers and directors hereinabove named as respondents as such officers and directors, and the

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members hereinabove named as respondents, are also made respondents as representing all the members of said association, including those not herein specifically named.

PAR. 7. Each and every one of the individuals, partnerships and corporations constituting the membership and organization of the respondent association now deals in and at all times herein mentioned dealt in, among other products, gasoline, lubricating oils and other petroleum products produced by the respondent refiners named and described in paragraphs 1, 2, 3, and 4 hereof, which said respondent refiners sold to the respondent members of the respondent association by means of orders taken for such products solicited from said members by agents of said respondent refiners and filled by said agents, deliveries being made from day to day to said members of said respondent association.

PAR. 8. The respondent members, officers and directors of the respondent association in the year 1921 with the support, assistance and cooperation of the other respondents named and described herein, with the intent and purpose of stifling and suppressing competition in the purchase and sale of gasoline in the city of Tampa, State of Florida, and surrounding territory, and of unfairly hampering and obstructing certain competitors of the said members of said respondent association who are not members of said association, or cooperating with said association, engaged in the purchase and sale of gasoline in the said city of Tampa, State of Florida, and surrounding territory, from obtaining a necessary supply of gasoline from said respondent refineries described in paragraphs 1, 2, 3, and 4 herein, entered into, carried out and continued an unlawful agreement, combination and conspiracy. In the carrying out of this said conspiracy said respondents have employed, among others, the following means and methods, to wit:

(a) Said respondent members, officers and directors of said association, entered into an understanding or agreement with each other and with certain other gasoline dealers now members of the said association, to fix prices and margins of profit for the sale of gasoline at a joint meeting held in June, 1921, which was also attended by agents or representatives of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co. and The Texas Co.

(b) In June, 1921, a committee composed of members of said association and other gasoline dealers now members thereof, pursuant to instructions from said respondent officers and directors of said association, called upon numerous gasoline dealers in the city of Tampa, State of Florida, and surrounding territory, and

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threatened, intimidated and coerced them to agree and abide by the price and margin of profit so agreed upon by said members, officers and directors of said association as described in subparagraph (a) of this paragraph;

(c) In June and July, 1921, the said respondent members, officers, and directors of said association, in order to enforce the understanding and agreement entered into among themselves as described in subparagraph (a) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. by threatening to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding and agreement and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid, and by other unfair and unlawful means;

(d) Said respondent members, officers, and directors of the respondent association entered into an agreement or understanding with and among themselves to fix prices and margins of profit for the sale of gasoline at meetings held in December, 1921, and in January, 1922, and at divers other times;

(e) In December, 1921, a committee composed of members of said respondent association, pursuant to instructions from said respondent officers and directors of that association, called upon numerous gasoline dealers in the city of Tampa and surrounding territory, threatening, intimidating and coercing them to agree to abide by the price and margin of profit so agreed upon as described in subparagraph (d) of this paragraph;

(f) In December, 1921, and in January, 1922, and at divers other times the said respondent members, officers and directors of said association, in order to enforce the understanding or agreement as described in subparagraph (d) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. among other unlawful means, by threatening to boycott said respondent refiners and to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding or agreement as described in subparagraph (d) of this paragraph, and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid;

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members hereinabove named as respondents, are also made respondents as representing all the members of said association, including those not herein specifically named.

PAR. 7. Each and every one of the individuals, partnerships and corporations constituting the membership and organization of the respondent association now deals in and at all times herein mentioned dealt in, among other products, gasoline, lubricating oils and other petroleum products produced by the respondent refiners named and described in paragraphs 1, 2, 3, and 4 hereof, which said respondent refiners sold to the respondent members of the respondent association by means of orders taken for such products solicited from said members by agents of said respondent refiners and filled by said agents, deliveries being made from day to day to said members of said respondent association.

PAR. 8. The respondent members, officers and directors of the respondent association in the year 1921 with the support, assistance and cooperation of the other respondents named and described herein, with the intent and purpose of stifling and suppressing competition in the purchase and sale of gasoline in the city of Tampa, State of Florida, and surrounding territory, and of unfairly hampering and obstructing certain competitors of the said members of said respondent association who are not members of said association, or cooperating with said association, engaged in the purchase and sale of gasoline in the said city of Tampa, State of Florida, and surrounding territory, from obtaining a necessary supply of gasoline from said respondent refineries described in paragraphs 1, 2, 3, and 4 herein, entered into, carried out and continued an unlawful agreement, combination and conspiracy. In the carrying out of this said conspiracy said respondents have employed, among others, the following means and methods, to wit:

(a) Said respondent members, officers and directors of said association, entered into an understanding or agreement with each other and with certain other gasoline dealers now members of the said association, to fix prices and margins of profit for the sale of gasoline at a joint meeting held in June, 1921, which was also attended by agents or representatives of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co. and The Texas Co.

(b) In June, 1921, a committee composed of members of said association and other gasoline dealers now members thereof, pursuant to instructions from said respondent officers and directors of said association, called upon numerous gasoline dealers in the city of Tampa, State of Florida, and surrounding territory, and

threatened, intimidated and coerced them to agree and abide by the price and margin of profit so agreed upon by said members, officers and directors of said association as described in subparagraph (a) of this paragraph;

(c) In June and July, 1921, the said respondent members, officers, and directors of said association, in order to enforce the understanding and agreement entered into among themselves as described in subparagraph (a) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. by threatening to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding and agreement and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid, and by other unfair and unlawful means;

(d) Said respondent members, officers, and directors of the respondent association entered into an agreement or understanding with and among themselves to fix prices and margins of profit for the sale of gasoline at meetings held in December, 1921, and in January, 1922, and at divers other times;

(e) In December, 1921, a committee composed of members of said respondent association, pursuant to instructions from said respondent officers and directors of that association, called upon numerous gasoline dealers in the city of Tampa and surrounding territory, threatening, intimidating and coercing them to agree to abide by the price and margin of profit so agreed upon as described in subparagraph (d) of this paragraph;

(f) In December, 1921, and in January, 1922, and at divers other times the said respondent members, officers and directors of said association, in order to enforce the understanding or agreement as described in subparagraph (d) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. among other unlawful means, by threatening to boycott said respondent refiners and to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding or agreement as described in subparagraph (d) of this paragraph, and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid;

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members hereinabove named as respondents, are also made respondents as representing all the members of said association, including those not herein specifically named.

PAR. 7. Each and every one of the individuals, partnerships and corporations constituting the membership and organization of the respondent association now deals in and at all times herein mentioned dealt in, among other products, gasoline, lubricating oils and other petroleum products produced by the respondent refiners named and described in paragraphs 1, 2, 3, and 4 hereof, which said respondent refiners sold to the respondent members of the respondent association by means of orders taken for such products solicited from said members by agents of said respondent refiners and filled by said agents, deliveries being made from day to day to said members of said respondent association.

PAR. 8. The respondent members, officers and directors of the respondent association in the year 1921 with the support, assistance and cooperation of the other respondents named and described herein, with the intent and purpose of stifling and suppressing competition in the purchase and sale of gasoline in the city of Tampa, State of Florida, and surrounding territory, and of unfairly hampering and obstructing certain competitors of the said members of said respondent association who are not members of said association, or cooperating with said association, engaged in the purchase and sale of gasoline in the said city of Tampa, State of Florida, and surrounding territory, from obtaining a necessary supply of gasoline from said respondent refineries described in paragraphs 1, 2, 3, and 4 herein, entered into, carried out and continued an unlawful agreement, combination and conspiracy. In the carrying out of this said conspiracy said respondents have employed, among others, the following means and methods, to wit:

(a) Said respondent members, officers and directors of said association, entered into an understanding or agreement with each other and with certain other gasoline dealers now members of the said association, to fix prices and margins of profit for the sale of gasoline at a joint meeting held in June, 1921, which was also attended by agents or representatives of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co. and The Texas Co.

(b) In June, 1921, a committee composed of members of said association and other gasoline dealers now members thereof, pursuant to instructions from said respondent officers and directors of said association, called upon numerous gasoline dealers in the city of Tampa, State of Florida, and surrounding territory, and

threatened, intimidated and coerced them to agree and abide by the price and margin of profit so agreed upon by said members, officers and directors of said association as described in subparagraph (a) of this paragraph;

(c) In June and July, 1921, the said respondent members, officers, and directors of said association, in order to enforce the understanding and agreement entered into among themselves as described in subparagraph (a) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. by threatening to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding and agreement and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid, and by other unfair and unlawful means;

(d) Said respondent members, officers, and directors of the respondent association entered into an agreement or understanding with and among themselves to fix prices and margins of profit for the sale of gasoline at meetings held in December, 1921, and in January, 1922, and at divers other times;

(e) In December, 1921, a committee composed of members of said respondent association, pursuant to instructions from said respondent officers and directors of that association, called upon numerous gasoline dealers in the city of Tampa and surrounding territory, threatening, intimidating and coercing them to agree to abide by the price and margin of profit so agreed upon as described in subparagraph (d) of this paragraph;

(f) In December, 1921, and in January, 1922, and at divers other times the said respondent members, officers and directors of said association, in order to enforce the understanding or agreement as described in subparagraph (d) of this paragraph, solicited and obtained the cooperation of said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. among other unlawful means, by threatening to boycott said respondent refiners and to discontinue purchasing gasoline from them if they sold to any gasoline dealer who would not enter into and abide by said understanding or agreement as described in subparagraph (d) of this paragraph, and who would not sell gasoline at the price and margin of profit fixed by said respondent members, officers, and directors of said association, as aforesaid;

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(g) In July, 1921, and continuously since that date said respondents, F. T. Hurner, F. D. Jones, and H. G. Thompson, as individuals and as agents for their respective principals, respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co., cooperated with, supported and assisted the said respondent members, officers, and directors of said association in the carrying out and enforcement of the understandings and agreements entered into by, between and among them as described in subparagraphs (a) and (d) of this paragraph, by refusing to sell and deliver gasoline on usual and customary terms and conditions to those gasoline dealers who would not enter into and abide by said understandings or agreements and who would not sell gasoline at the prices and margins of profit fixed by said respondent members, officers and directors of said respondent association, as aforesaid;

(h) In July, 1921, and continuously since that date said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. cooperated with, supported and assisted said respondent members, officers, and directors of said respondent association in their understandings and agreements among themselves as described in subparagraphs (a) and (d) of this paragraph, by refusing to sell and deliver gasoline on usual and customary terms and conditions to those gasoline dealers who would not enter into and abide by said understandings or agreements and who would not sell gasoline at the prices and margins of profit fixed by said respondent members, officers, and directors of said respondent association, as aforesaid.

PAR. 9. As a result of the alleged acts and conduct of the said respondents, as set forth in the foregoing paragraphs of this complaint, certain gasoline dealers in the city of Tampa, State of Florida, and surrounding territory, have been and now are hampered, hindered, and prevented from freely obtaining necessary supplies of gasoline by purchase from said respondent refiners, Standard Oil Co. of Kentucky, Gulf Refining Co., and The Texas Co. and other refiners, and in some instances have been entirely deprived of said gasoline or compelled to pay therefor prices in excess of those required of and paid by competitors who are members of the said respondent association, all of which tended and still tends to reduce and divert the natural flow of commerce and to suppress and restrict the freedom of competition in the sale of gasoline in interstate trade.

PAR. 10. The above alleged acts and things done by respondents are all to the prejudice of the public and of respondents' competitors and constitute unfair methods of competition in commerce within

the intent and meaning of Section 5 of an Act of Congress entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," approved September 26, 1914.

REPORT, FINDINGS AS TO THE FACTS, AND ORDER.

Pursuant to the provisions of an Act of Congress approved September 26, 1914, the Federal Trade Commission issued and served a complaint upon respondents Standard Oil Company of Kentucky, a corporation, F. T. Hurner, Gulf Refining Company, a corporation, F. D. Jones, The Texas Company, a corporation, H. G. Thompson, Tampa Automobile Dealers' Association, its officers, directors, and members, Tampa Retail Gasoline Dealers Association, its officers, directors, and members, charging them with the use of unfair methods of competition in commerce in violation of the provisions of said act.

After the evidence had been taken, the complaint was amended to eliminate as parties respondent the said Tampa Automobile Dealers' Association, its officers, directors, and members.

Hearing was had, and oral and documentary evidence introduced in support of complaint and of the answers of certain of the respondents, before William F. Dinnen, an examiner theretofore duly appointed. E. W. Burr appeared for the Federal Trade Commission; C. G. Middleton, of Louisville, Kentucky, and Thos. Shackleford, of Tampa, appeared for respondents Standard Oil Company of Kentucky and F. T. Hurner; F. L. Williams appeared for respondents The Texas Company and H. G. Thompson; Guy B. Zewadski, of Tampa, Florida, appeared for respondent A. Murray Allen; respondent F. D. Jones appeared in person.

The Federal Trade Commission having duly considered the record, and being now fully advised in the premises makes this its findings as to the facts and conclusions:

FINDINGS AS TO THE FACTS.

PARAGRAPH 1. That the respondent Standard Oil Company of Kentucky, is a corporation organized and existing under and by virtue of the laws of the State of Kentucky, having its principal office in the city of Louisville in said State, and engaged in the business of refining and selling gasoline, with its refinery located in Kentucky; that said respondent in the sale of gasoline causes same to be transported from Kentucky through and into various other States of the United States, more particularly the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

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PAR. 2. That the Gulf Refining Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office in the city of Pittsburgh, Pa., and a branch office in Port Arthur, Tex.; that said respondent, Gulf Refining Company, is engaged in the business of refining and selling gasoline, with refineries located in the State of Texas; that said respondent, in the sale of gasoline, causes the same to be transported from its said refineries through and into various other States of the United States, particularly the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 3. That respondent The Texas Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office and place of business in the city of Houston in said State; that said respondent company is engaged in the business of refining gasoline at its various refineries, some of which are located in Texas, and in selling the gasoline in various States of the United States; that in the sale of said oil and gasoline said respondent, The Texas Company, causes same to be transported from the State of Texas through and into various other States of the United States, particularly into the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 4. That the respondent F. T. Hurner is employed by respondent Standard Oil Company of Kentucky and is the local manager of said respondent company in the city of Tampa and vicinity in the State of Florida; that respondent F. D. Jones is employed by respondent the Gulf Refining Company and is the local manager of said company in the said city of Tampa and vicinity; that respondent H. G. Thompson is employed by respondent the Texas Company as district representative in the State of Florida; that prior to September, 1923, said respondent was the local manager of said respondent The Texas Company in the city of Tampa and vicinity in the State of Florida; that said respondents Hurner, Jones, and Thompson report to their respective district offices, which are located in Atlanta, Ga., and Jacksonville, Fla., and work under the supervision of said district offices.

PAR. 5. That respondent, The Tampa Retail Gasoline Dealers' Association is an unincorporated association of individuals, firms, and corporations operating the filling stations and selling oil and gasoline at retail in the city of Tampa and vicinity in the State of Florida; that the officers of said association are: A. Murray Allen, president; W. E. Dean, vice president; Frank R. Burn, secretary; W. C. McFadden, treasurer.

That the directors of said respondent association are: Alfredo Diaz, F. M. Van Dyke, Charles A. Williams, Laverne Blue, T. H. Chappell.

That the members of said respondent association are: Solomon Haliczzer, an individual, trading under the name and style of Gulf Oil & Supply Co.; Wm. E. Dean, an individual, trading under the name and style of Dean's Quick Service Garage; F. M. Van Dyke, an individual, trading under the name and style of Van Dyke's Service Station; Spencer Mitchell, an individual, trading under the name and style of Spencer Mitchell Service Station; William C. McFadden, an individual; Charles Williams, an individual, trading under the name and style of Williams' Service Station; J. Johnson, an individual, trading under the name and style of Johnson's Garage; E. A. Robb, an individual, trading under the name and style of Buffalo Garage; W. T. Nichols, an individual; S. R. Newsom, an individual, trading under the name and style of Newsom's Garage; Devane S. Doyle Company, a corporation; F. E. Whidden, an individual, trading under the name and style of Whidden's Garage; W. J. Frederick, an individual; W. B. Hughlett, an individual, trading under the name and style of Farmer's Supply Co.; F. W. Whittington, an individual; J. B. Durant, an individual, trading under the name and style of Durant Filling Station; E. Van Petten and H. Van Petten, partners, trading under the name and style of Van's Place; R. R. Sturdivant, an individual, trading under the name and style of Sulphur Springs Garage; J. P. Lehecka, an individual; J. H. Brass, an individual, E. N. Richards, an individual, trading under the name and style of Sanitary Grocery Co.; C. M. Stokes, Jr., an individual; W. G. Bryan, an individual; G. G. Hayman, an individual; Jose Castellano, an individual; W. F. Yager, an individual; W. S. Hewitt, an individual; Charles Kose, an individual; M. I. Christi, an individual; J. H. O'Berry and J. P. Cashwell, partners, trading under the name and style of O'Berry & Cashwell; H. R. Mitchell, an individual, trading under the name and style of Gary Garage; J. J. Hagen, an individual, trading under the name and style of Rocky Point Filling Station; J. F. Murphy and W. E. Whitehead, partners, trading under the name and style of Bay Shore Filling Station; B. Proffer, an individual, trading under the name and style of Square Deal Garage; F. V. Moon, an individual; W. Z. Bailey, an individual; Lewis Shirey and Fred Gronas, partners, trading under the name and style of Sweet Water Filling Station; Selwin Chalker and A. L. Wade, partners, trading under the name and style of Chalker & Wade; S. B. Drury, an individual; Alfredo Diaz, an individual, trading under the name and style of

Findings.

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PAR. 2. That the Gulf Refining Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office in the city of Pittsburgh, Pa., and a branch office in Port Arthur, Tex.; that said respondent, Gulf Refining Company, is engaged in the business of refining and selling gasoline, with refineries located in the State of Texas; that said respondent, in the sale of gasoline, causes the same to be transported from its said refineries through and into various other States of the United States, particularly the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 3. That respondent The Texas Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office and place of business in the city of Houston in said State; that said respondent company is engaged in the business of refining gasoline at its various refineries, some of which are located in Texas, and in selling the gasoline in various States of the United States; that in the sale of said oil and gasoline said respondent, The Texas Company, causes same to be transported from the State of Texas through and into various other States of the United States, particularly into the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 4. That the respondent F. T. Hurner is employed by respondent Standard Oil Company of Kentucky and is the local manager of said respondent company in the city of Tampa and vicinity in the State of Florida; that respondent F. D. Jones is employed by respondent the Gulf Refining Company and is the local manager of said company in the said city of Tampa and vicinity; that respondent H. G. Thompson is employed by respondent the Texas Company as district representative in the State of Florida; that prior to September, 1923, said respondent was the local manager of said respondent The Texas Company in the city of Tampa and vicinity in the State of Florida; that said respondents Hurner, Jones, and Thompson report to their respective district offices, which are located in Atlanta, Ga., and Jacksonville, Fla., and work under the supervision of said district offices.

PAR. 5. That respondent, The Tampa Retail Gasoline Dealers' Association is an unincorporated association of individuals, firms, and corporations operating the filling stations and selling oil and gasoline at retail in the city of Tampa and vicinity in the State of Florida; that the officers of said association are: A. Murray Allen, president; W. E. Dean, vice president; Frank R. Burn, secretary; W. C. McFadden, treasurer.

That the directors of said respondent association are: Alfredo Diaz, F. M. Van Dyke, Charles A. Williams, Laverne Blue, T. H. Chappell.

That the members of said respondent association are: Solomon Haliczzer, an individual, trading under the name and style of Gulf Oil & Supply Co.; Wm. E. Dean, an individual, trading under the name and style of Dean's Quick Service Garage; F. M. Van Dyke, an individual, trading under the name and style of Van Dyke's Service Station; Spencer Mitchell, an individual, trading under the name and style of Spencer Mitchell Service Station; William C. McFadden, an individual; Charles Williams, an individual, trading under the name and style of Williams' Service Station; J. Johnson, an individual, trading under the name and style of Johnson's Garage; E. A. Robb, an individual, trading under the name and style of Buffalo Garage; W. T. Nichols, an individual; S. R. Newsom, an individual, trading under the name and style of Newsom's Garage; Devane S. Doyle Company, a corporation; F. E. Whidden, an individual, trading under the name and style of Whidden's Garage; W. J. Frederick, an individual; W. B. Hughlett, an individual, trading under the name and style of Farmer's Supply Co.; F. W. Whittington, an individual; J. B. Durant, an individual, trading under the name and style of Durant Filling Station; E. Van Petten and H. Van Petten, partners, trading under the name and style of Van's Place; R. R. Sturdivant, an individual, trading under the name and style of Sulphur Springs Garage; J. P. Lehecka, an individual; J. H. Brass, an individual, E. N. Richards, an individual, trading under the name and style of Sanitary Grocery Co.; C. M. Stokes, Jr., an individual; W. G. Bryan, an individual; G. G. Hayman, an individual; Jose Castellano, an individual; W. F. Yager, an individual; W. S. Hewitt, an individual; Charles Kose, an individual; M. I. Christi, an individual; J. H. O'Berry and J. P. Cashwell, partners, trading under the name and style of O'Berry & Cashwell; H. R. Mitchell, an individual, trading under the name and style of Gary Garage; J. J. Hagen, an individual, trading under the name and style of Rocky Point Filling Station; J. F. Murphy and W. E. Whitehead, partners, trading under the name and style of Bay Shore Filling Station; B. Proffer, an individual, trading under the name and style of Square Deal Garage; F. V. Moon, an individual; W. Z. Bailey, an individual; Lewis Shirey and Fred Gronas, partners, trading under the name and style of Sweet Water Filling Station; Selwin Chalker and A. L. Wade, partners, trading under the name and style of Chalker & Wade; S. B. Drury, an individual; Alfredo Diaz, an individual, trading under the name and style of

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PAR. 2. That the Gulf Refining Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office in the city of Pittsburgh, Pa., and a branch office in Port Arthur, Tex.; that said respondent, Gulf Refining Company, is engaged in the business of refining and selling gasoline, with refineries located in the State of Texas; that said respondent, in the sale of gasoline, causes the same to be transported from its said refineries through and into various other States of the United States, particularly the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 3. That respondent The Texas Company is a corporation organized and existing under and by virtue of the laws of the State of Texas, having its principal office and place of business in the city of Houston in said State; that said respondent company is engaged in the business of refining gasoline at its various refineries, some of which are located in Texas, and in selling the gasoline in various States of the United States; that in the sale of said oil and gasoline said respondent, The Texas Company, causes same to be transported from the State of Texas through and into various other States of the United States, particularly into the State of Florida, in active and direct competition with other persons, firms and corporations similarly engaged.

PAR. 4. That the respondent F. T. Hurner is employed by respondent Standard Oil Company of Kentucky and is the local manager of said respondent company in the city of Tampa and vicinity in the State of Florida; that respondent F. D. Jones is employed by respondent the Gulf Refining Company and is the local manager of said company in the said city of Tampa and vicinity; that respondent H. G. Thompson is employed by respondent the Texas Company as district representative in the State of Florida; that prior to September, 1923, said respondent was the local manager of said respondent The Texas Company in the city of Tampa and vicinity in the State of Florida; that said respondents Hurner, Jones, and Thompson report to their respective district offices, which are located in Atlanta, Ga., and Jacksonville, Fla., and work under the supervision of said district offices.

PAR. 5. That respondent, The Tampa Retail Gasoline Dealers' Association is an unincorporated association of individuals, firms, and corporations operating the filling stations and selling oil and gasoline at retail in the city of Tampa and vicinity in the State of Florida; that the officers of said association are: A. Murray Allen, president; W. E. Dean, vice president; Frank R. Burn, secretary; W. C. McFadden, treasurer.

That the directors of said respondent association are: Alfredo Diaz, F. M. Van Dyke, Charles A. Williams, Laverne Blue, T. H. Chappell.

That the members of said respondent association are: Solomon Haliczzer, an individual, trading under the name and style of Gulf Oil & Supply Co.; Wm. E. Dean, an individual, trading under the name and style of Dean's Quick Service Garage; F. M. Van Dyke, an individual, trading under the name and style of Van Dyke's Service Station; Spencer Mitchell, an individual, trading under the name and style of Spencer Mitchell Service Station; William C. McFadden, an individual; Charles Williams, an individual, trading under the name and style of Williams' Service Station; J. Johnson, an individual, trading under the name and style of Johnson's Garage; E. A. Robb, an individual, trading under the name and style of Buffalo Garage; W. T. Nichols, an individual; S. R. Newsom, an individual, trading under the name and style of Newsom's Garage; Devane S. Doyle Company, a corporation; F. E. Whidden, an individual, trading under the name and style of Whidden's Garage; W. J. Frederick, an individual; W. B. Hughlett, an individual, trading under the name and style of Farmer's Supply Co.; F. W. Whittington, an individual; J. B. Durant, an individual, trading under the name and style of Durant Filling Station; E. Van Petten and H. Van Petten, partners, trading under the name and style of Van's Place; R. R. Sturdivant, an individual, trading under the name and style of Sulphur Springs Garage; J. P. Lehecka, an individual; J. H. Brass, an individual, E. N. Richards, an individual, trading under the name and style of Sanitary Grocery Co.; C. M. Stokes, Jr., an individual; W. G. Bryan, an individual; G. G. Hayman, an individual; Jose Castellano, an individual; W. F. Yager, an individual; W. S. Hewitt, an individual; Charles Kose, an individual; M. I. Christi, an individual; J. H. O'Berry and J. P. Cashwell, partners, trading under the name and style of O'Berry & Cashwell; H. R. Mitchell, an individual, trading under the name and style of Gary Garage; J. J. Hagen, an individual, trading under the name and style of Rocky Point Filling Station; J. F. Murphy and W. E. Whitehead, partners, trading under the name and style of Bay Shore Filling Station; B. Proffer, an individual, trading under the name and style of Square Deal Garage; F. V. Moon, an individual; W. Z. Bailey, an individual; Lewis Shirey and Fred Gronas, partners, trading under the name and style of Sweet Water Filling Station; Selwin Chalker and A. L. Wade, partners, trading under the name and style of Chalker & Wade; S. B. Drury, an individual; Alfredo Diaz, an individual, trading under the name and style of

Diaz Garage; George E. Woods, an individual; Douglas McMichael, an individual; D. Bassaco, an individual; G. Sylvian, an individual; B. M. Brightwell, an individual; W. H. Ingraham, an individual; John McCurdy, an individual; Automobile Supply Company, a corporation; J. W. Furse, an individual, trading under the name and style of Furse Filling Station; Joe M. Knight, an individual, trading under the name and style of Knight's Garage; D. F. Owen and F. S. Joh, partners, trading under the name and style of Owen-Joh Co.

PAR. 6. That the method of conducting their business, as followed by respondents Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, herein referred to as the refining companies, is practically the same. Each of these respondents has large tanks and storage facilities located in the city of Tampa, or in the near-by vicinity of said city, in the State of Florida. Gasoline is brought to the station where these storage tanks are located at frequent intervals by means of boats or tank cars from their various refineries located in States other than Florida; that after the gasoline has been placed in these storage tanks it is sold to customers and delivered by means of tank trucks; that the tank truck is loaded at the storage plant and the driver starts out on a route; that he calls on a customer, ascertains how many gallons of gasoline said customer wants or needs, if any, and places the amount so ordered in the storage tank of the customer; that the driver of respondent's tank truck in some instances collects for the gasoline he delivers, or, if the customer is on a credit basis, leaves with said customer a memorandum showing the amount of gasoline he delivers, and the price per gallon; that on a day fixed, the collector of the refining company, or a representative, calls on the credit customer and collects the money in payment for the gasoline previously delivered; that the drivers for the above-mentioned respondents cover certain routes, and each driver supplies the wants of certain customers; that in addition to having drivers who follow certain routes, said respondent companies maintain extra drivers and trucks having no regular customers or defined routes, who make emergency and extra deliveries; that retail dealers of gasoline in the city of Tampa and vicinity are generally constant customers of such marketing company as they respectively select, and are known as Standard Oil customers, Gulf Refining customers, and Texas customers, respectively; that most of the said customers, and all those herein referred to are dealers in gasoline, buying from the refining companies at wholesale and selling from their individual storage tanks at filling stations to the consumer.

PAR. 7. That a short time previous to July 1, 1921, some of the retail gasoline dealers who operate filling stations in the city of Tampa and vicinity undertook to organize all the retail gasoline dealers in and about Tampa into an association; that the principal object in organizing said association was to have all retail dealers operating filling stations agree to sell gasoline on a 4 cent per gallon margin of profit; that previous to this time gasoline was being sold by the retail dealers operating filling stations at various margins of from 1 cent to 4 cents per gallon; that at said time the uniform tank-wagon price at which the respondent distributing companies sold gasoline to the retail dealers was 20 cents per gallon; that among the dealers who undertook to organize the said association of retail gasoline dealers were the respondents Spencer Mitchell, Murray Allen, D. F. Owen and Solomon Haliczzer; that these men appointed themselves a committee and called on the different retail dealers operating filling stations; that at the start this committee did not make a particular effort to have the various retail dealers they called upon join an association, but rather urged each dealer to agree to sell gasoline at not less than 24 cents per gallon; that this committee took with them cards about 4 by 6 inches in size upon which was printed in large type the figure 24; that they asked the different retail dealers visited to display one of these cards by fastening it to the said retail dealer's tank or pump, and to charge such price (24 cents) per gallon for gasoline; that in some instances the retail dealers so visited objected to raising the price at which they were selling gasoline to 24 cents, on the ground that their overhead expenses were small and they could make a profit by selling gasoline at less than 24 cents per gallon, and that their stations were not so centrally located as other retail dealers and to induce customers to come to their places of business they must sell gasoline at less than 24 cents per gallon; that said committee refused to consider any objection made by dealers to raising the price at which they sold gasoline to 24 cents per gallon, and informed said dealers that unless the price so fixed was adhered to, the said dealers would be unable to buy any gasoline from any of the respondents, Standard Oil Company of Kentucky, the Gulf Refining Company and The Texas Company; that numerous dealers complied and raised their price to 24 cents.

PAR. 8. That the respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, through their representatives and employees, knew of the effort being made to organize the Retail Gasoline Dealers' Association, and of the effort being made by said committee, referred to in paragraph 7,

Diaz Garage; George E. Woods, an individual; Douglas McMichael, an individual; D. Bassaco, an individual; G. Sylvian, an individual; B. M. Brightwell, an individual; W. H. Ingraham, an individual; John McCurdy, an individual; Automobile Supply Company, a corporation; J. W. Furse, an individual, trading under the name and style of Furse Filling Station; Joe M. Knight, an individual, trading under the name and style of Knight's Garage; D. F. Owen and F. S. Joh, partners, trading under the name and style of Owen-Joh Co.

PAR. 6. That the method of conducting their business, as followed by respondents Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, herein referred to as the refining companies, is practically the same. Each of these respondents has large tanks and storage facilities located in the city of Tampa, or in the near-by vicinity of said city, in the State of Florida. Gasoline is brought to the station where these storage tanks are located at frequent intervals by means of boats or tank cars from their various refineries located in States other than Florida; that after the gasoline has been placed in these storage tanks it is sold to customers and delivered by means of tank trucks; that the tank truck is loaded at the storage plant and the driver starts out on a route; that he calls on a customer, ascertains how many gallons of gasoline said customer wants or needs, if any, and places the amount so ordered in the storage tank of the customer; that the driver of respondent's tank truck in some instances collects for the gasoline he delivers, or, if the customer is on a credit basis, leaves with said customer a memorandum showing the amount of gasoline he delivers, and the price per gallon; that on a day fixed, the collector of the refining company, or a representative, calls on the credit customer and collects the money in payment for the gasoline previously delivered; that the drivers for the above-mentioned respondents cover certain routes, and each driver supplies the wants of certain customers; that in addition to having drivers who follow certain routes, said respondent companies maintain extra drivers and trucks having no regular customers or defined routes, who make emergency and extra deliveries; that retail dealers of gasoline in the city of Tampa and vicinity are generally constant customers of such marketing company as they respectively select, and are known as Standard Oil customers, Gulf Refining customers, and Texas customers, respectively; that most of the said customers, and all those herein referred to are dealers in gasoline, buying from the refining companies at wholesale and selling from their individual storage tanks at filling stations to the consumer.

PAR. 7. That a short time previous to July 1, 1921, some of the retail gasoline dealers who operate filling stations in the city of Tampa and vicinity undertook to organize all the retail gasoline dealers in and about Tampa into an association; that the principal object in organizing said association was to have all retail dealers operating filling stations agree to sell gasoline on a 4 cent per gallon margin of profit; that previous to this time gasoline was being sold by the retail dealers operating filling stations at various margins of from 1 cent to 4 cents per gallon; that at said time the uniform tank-wagon price at which the respondent distributing companies sold gasoline to the retail dealers was 20 cents per gallon; that among the dealers who undertook to organize the said association of retail gasoline dealers were the respondents Spencer Mitchell, Murray Allen, D. F. Owen and Solomon Haliczzer; that these men appointed themselves a committee and called on the different retail dealers operating filling stations; that at the start this committee did not make a particular effort to have the various retail dealers they called upon join an association, but rather urged each dealer to agree to sell gasoline at not less than 24 cents per gallon; that this committee took with them cards about 4 by 6 inches in size upon which was printed in large type the figure 24; that they asked the different retail dealers visited to display one of these cards by fastening it to the said retail dealer's tank or pump, and to charge such price (24 cents) per gallon for gasoline; that in some instances the retail dealers so visited objected to raising the price at which they were selling gasoline to 24 cents, on the ground that their overhead expenses were small and they could make a profit by selling gasoline at less than 24 cents per gallon, and that their stations were not so centrally located as other retail dealers and to induce customers to come to their places of business they must sell gasoline at less than 24 cents per gallon; that said committee refused to consider any objection made by dealers to raising the price at which they sold gasoline to 24 cents per gallon, and informed said dealers that unless the price so fixed was adhered to, the said dealers would be unable to buy any gasoline from any of the respondents, Standard Oil Company of Kentucky, the Gulf Refining Company and The Texas Company; that numerous dealers complied and raised their price to 24 cents.

PAR. 8. That the respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, through their representatives and employees, knew of the effort being made to organize the Retail Gasoline Dealers' Association, and of the effort being made by said committee, referred to in paragraph 7,

to compel all retail dealers to sell gasoline at a uniform price based on a 4 cent per gallon margin of profit; that the respondent refining companies and their local managers were threatened with boycott by said committee and certain of their customers who had joined said association unless said companies aided the organization of said gasoline dealers by refusing to sell gasoline to any dealer who sold gasoline for less than 24 cents per gallon; that the respondents Standard Oil Company of Kentucky, the Gulf Refining Company, and The Texas Company, without conferring together, aided the committee in the organization of said Retail Gasoline Dealers' Association by refusing to sell gasoline to retail dealers who did not conform to the 4 cent margin, or by not refusing to sell said dealers but by rendering said dealers inefficient service.

PAR. 9. That among the dealers operating filling stations visited by said committee was the Star Tire Service Company, a corporation dealing in automobile tires and operating a gasoline filling station; that when approached by the committee this company declined to join the said Retail Gasoline Dealers' Association, and refused to raise the price at which it was selling gasoline from 22 cents per gallon to 24 cents per gallon; that the said committee visited this company on or about the 1st day of July, 1921; that at that time the said Star Tire Service Company received its supply of gasoline from the respondent Gulf Refining Company, delivered by one Stanley, driver for said Gulf Refining Company; that about this same date said Stanley urged said Star Tire Service Company to raise the selling price of gasoline to 24 cents per gallon, and informed said Star Tire Service Company that unless its selling price of gasoline was raised to 24 cents per gallon, the said company might find it difficult to get a supply of gasoline; that the said Stanley filled up the tanks of the said Star Tire Service Company on July 1, 1921, and at that time told the members of said company that it was the last time he (the said Stanley) was going to fill the said tanks of the said Star Tire Service Company; that the said Star Tire Service Company received no more gasoline from the 1st day of July, 1921, which was Friday, until the 8th or 9th of July following said date; that after selling the gasoline which was delivered by said Stanley on July 1, the said Star Tire Service Company was forced out of the gasoline business; that after being cut off from its supply of gasoline, the said Star Tire Service Company made numerous efforts to procure gasoline; that the President of said Star Tire Service Company, one Cameron, called upon respondent Jones, the representative and local manager of respondent Gulf Refining Company, and endeavored to arrange to

purchase some gasoline; that the said Cameron was informed by said respondent Jones that if said respondent Gulf Refining Company delivered any more gasoline to the said Star Tire Service Company, the said Gulf Refining Company would lose business, inasmuch as other retail gasoline dealers who were customers of said respondent Gulf Refining Company would refuse to purchase any more gasoline from said respondent Gulf Refining Company; that at the time said respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the said Star Tire Service Company did not owe the respondent Gulf Refining Company any money; that prior to that time they had always paid for the gasoline when the same was delivered; that when respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the manager of said Star Tire Service Company, one Johnson, endeavored to purchase gasoline elsewhere; that on Sunday, July 3, the said Johnson visited the yards and storage plant of the respondent Standard Oil Company of Kentucky, and spoke to the local manager, respondent F. T. Hurner, and endeavored to purchase some gasoline from said respondent Standard Oil Company of Kentucky; that said respondent Hurner did not refuse to sell the said Johnson any gasoline, but stated that he (the said respondent Hurner) had no trucks available with which to deliver the gasoline; that at the time the said respondent Hurner made this statement, there were three or four tank trucks standing idle in the yard of said respondent Standard Oil Company of Kentucky; that the said Johnson then visited the yard and plant of said respondent The Texas Company, where he spoke to some of the employees of said respondent company; that the local manager was not at the plant at that time; that the employees of the respondent The Texas Company informed the said Johnson that gasoline would be delivered; but would not state just when said gasoline would be delivered; that the said Johnson tried on numerous occasions within the week of July 3, 1921, to purchase gasoline from the said respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, but was unsuccessful; that on the advice of his attorney, he visited the plant and yard of the said respondent Standard Oil Company of Kentucky and tendered money in payment for gasoline; that the said Johnson was advised by said respondent Hurner that the Standard Oil Company of Kentucky had no tank trucks available with which delivery of gasoline could be made, and that said Johnson would have to furnish his own tank truck; that at the time this statement was made by said respondent Hurner, the said Standard Oil Company of Kentucky had

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to compel all retail dealers to sell gasoline at a uniform price based on a 4 cent per gallon margin of profit; that the respondent refining companies and their local managers were threatened with boycott by said committee and certain of their customers who had joined said association unless said companies aided the organization of said gasoline dealers by refusing to sell gasoline to any dealer who sold gasoline for less than 24 cents per gallon; that the respondents Standard Oil Company of Kentucky, the Gulf Refining Company, and The Texas Company, without conferring together, aided the committee in the organization of said Retail Gasoline Dealers' Association by refusing to sell gasoline to retail dealers who did not conform to the 4 cent margin, or by not refusing to sell said dealers but by rendering said dealers inefficient service.

PAR. 9. That among the dealers operating filling stations visited by said committee was the Star Tire Service Company, a corporation dealing in automobile tires and operating a gasoline filling station; that when approached by the committee this company declined to join the said Retail Gasoline Dealers' Association, and refused to raise the price at which it was selling gasoline from 22 cents per gallon to 24 cents per gallon; that the said committee visited this company on or about the 1st day of July, 1921; that at that time the said Star Tire Service Company received its supply of gasoline from the respondent Gulf Refining Company, delivered by one Stanley, driver for said Gulf Refining Company; that about this same date said Stanley urged said Star Tire Service Company to raise the selling price of gasoline to 24 cents per gallon, and informed said Star Tire Service Company that unless its selling price of gasoline was raised to 24 cents per gallon, the said company might find it difficult to get a supply of gasoline; that the said Stanley filled up the tanks of the said Star Tire Service Company on July 1, 1921, and at that time told the members of said company that it was the last time he (the said Stanley) was going to fill the said tanks of the said Star Tire Service Company; that the said Star Tire Service Company received no more gasoline from the 1st day of July, 1921, which was Friday, until the 8th or 9th of July following said date; that after selling the gasoline which was delivered by said Stanley on July 1, the said Star Tire Service Company was forced out of the gasoline business; that after being cut off from its supply of gasoline, the said Star Tire Service Company made numerous efforts to procure gasoline; that the President of said Star Tire Service Company, one Cameron, called upon respondent Jones, the representative and local manager of respondent Gulf Refining Company, and endeavored to arrange to

purchase some gasoline; that the said Cameron was informed by said respondent Jones that if said respondent Gulf Refining Company delivered any more gasoline to the said Star Tire Service Company, the said Gulf Refining Company would lose business, inasmuch as other retail gasoline dealers who were customers of said respondent Gulf Refining Company would refuse to purchase any more gasoline from said respondent Gulf Refining Company; that at the time said respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the said Star Tire Service Company did not owe the respondent Gulf Refining Company any money; that prior to that time they had always paid for the gasoline when the same was delivered; that when respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the manager of said Star Tire Service Company, one Johnson, endeavored to purchase gasoline elsewhere; that on Sunday, July 3, the said Johnson visited the yards and storage plant of the respondent Standard Oil Company of Kentucky, and spoke to the local manager, respondent F. T. Hurner, and endeavored to purchase some gasoline from said respondent Standard Oil Company of Kentucky; that said respondent Hurner did not refuse to sell the said Johnson any gasoline, but stated that he (the said respondent Hurner) had no trucks available with which to deliver the gasoline; that at the time the said respondent Hurner made this statement, there were three or four tank trucks standing idle in the yard of said respondent Standard Oil Company of Kentucky; that the said Johnson then visited the yard and plant of said respondent The Texas Company, where he spoke to some of the employees of said respondent company; that the local manager was not at the plant at that time; that the employees of the respondent The Texas Company informed the said Johnson that gasoline would be delivered; but would not state just when said gasoline would be delivered; that the said Johnson tried on numerous occasions within the week of July 3, 1921, to purchase gasoline from the said respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, but was unsuccessful; that on the advice of his attorney, he visited the plant and yard of the said respondent Standard Oil Company of Kentucky and tendered money in payment for gasoline; that the said Johnson was advised by said respondent Hurner that the Standard Oil Company of Kentucky had no tank trucks available with which delivery of gasoline could be made, and that said Johnson would have to furnish his own tank truck; that at the time this statement was made by said respondent Hurner, the said Standard Oil Company of Kentucky had

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to compel all retail dealers to sell gasoline at a uniform price based on a 4 cent per gallon margin of profit; that the respondent refining companies and their local managers were threatened with boycott by said committee and certain of their customers who had joined said association unless said companies aided the organization of said gasoline dealers by refusing to sell gasoline to any dealer who sold gasoline for less than 24 cents per gallon; that the respondents Standard Oil Company of Kentucky, the Gulf Refining Company, and The Texas Company, without conferring together, aided the committee in the organization of said Retail Gasoline Dealers' Association by refusing to sell gasoline to retail dealers who did not conform to the 4 cent margin, or by not refusing to sell said dealers but by rendering said dealers inefficient service.

PAR. 9. That among the dealers operating filling stations visited by said committee was the Star Tire Service Company, a corporation dealing in automobile tires and operating a gasoline filling station; that when approached by the committee this company declined to join the said Retail Gasoline Dealers' Association, and refused to raise the price at which it was selling gasoline from 22 cents per gallon to 24 cents per gallon; that the said committee visited this company on or about the 1st day of July, 1921; that at that time the said Star Tire Service Company received its supply of gasoline from the respondent Gulf Refining Company, delivered by one Stanley, driver for said Gulf Refining Company; that about this same date said Stanley urged said Star Tire Service Company to raise the selling price of gasoline to 24 cents per gallon, and informed said Star Tire Service Company that unless its selling price of gasoline was raised to 24 cents per gallon, the said company might find it difficult to get a supply of gasoline; that the said Stanley filled up the tanks of the said Star Tire Service Company on July 1, 1921, and at that time told the members of said company that it was the last time he (the said Stanley) was going to fill the said tanks of the said Star Tire Service Company; that the said Star Tire Service Company received no more gasoline from the 1st day of July, 1921, which was Friday, until the 8th or 9th of July following said date; that after selling the gasoline which was delivered by said Stanley on July 1, the said Star Tire Service Company was forced out of the gasoline business; that after being cut off from its supply of gasoline, the said Star Tire Service Company made numerous efforts to procure gasoline; that the President of said Star Tire Service Company, one Cameron, called upon respondent Jones, the representative and local manager of respondent Gulf Refining Company, and endeavored to arrange to

purchase some gasoline; that the said Cameron was informed by said respondent Jones that if said respondent Gulf Refining Company delivered any more gasoline to the said Star Tire Service Company, the said Gulf Refining Company would lose business, inasmuch as other retail gasoline dealers who were customers of said respondent Gulf Refining Company would refuse to purchase any more gasoline from said respondent Gulf Refining Company; that at the time said respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the said Star Tire Service Company did not owe the respondent Gulf Refining Company any money; that prior to that time they had always paid for the gasoline when the same was delivered; that when respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the manager of said Star Tire Service Company, one Johnson, endeavored to purchase gasoline elsewhere; that on Sunday, July 3, the said Johnson visited the yards and storage plant of the respondent Standard Oil Company of Kentucky, and spoke to the local manager, respondent F. T. Hurner, and endeavored to purchase some gasoline from said respondent Standard Oil Company of Kentucky; that said respondent Hurner did not refuse to sell the said Johnson any gasoline, but stated that he (the said respondent Hurner) had no trucks available with which to deliver the gasoline; that at the time the said respondent Hurner made this statement, there were three or four tank trucks standing idle in the yard of said respondent Standard Oil Company of Kentucky; that the said Johnson then visited the yard and plant of said respondent The Texas Company, where he spoke to some of the employees of said respondent company; that the local manager was not at the plant at that time; that the employees of the respondent The Texas Company informed the said Johnson that gasoline would be delivered; but would not state just when said gasoline would be delivered; that the said Johnson tried on numerous occasions within the week of July 3, 1921, to purchase gasoline from the said respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, but was unsuccessful; that on the advice of his attorney, he visited the plant and yard of the said respondent Standard Oil Company of Kentucky and tendered money in payment for gasoline; that the said Johnson was advised by said respondent Hurner that the Standard Oil Company of Kentucky had no tank trucks available with which delivery of gasoline could be made, and that said Johnson would have to furnish his own tank truck; that at the time this statement was made by said respondent Hurner, the said Standard Oil Company of Kentucky had

to compel all retail dealers to sell gasoline at a uniform price based on a 4 cent per gallon margin of profit; that the respondent refining companies and their local managers were threatened with boycott by said committee and certain of their customers who had joined said association unless said companies aided the organization of said gasoline dealers by refusing to sell gasoline to any dealer who sold gasoline for less than 24 cents per gallon; that the respondents Standard Oil Company of Kentucky, the Gulf Refining Company, and The Texas Company, without conferring together, aided the committee in the organization of said Retail Gasoline Dealers' Association by refusing to sell gasoline to retail dealers who did not conform to the 4 cent margin, or by not refusing to sell said dealers but by rendering said dealers inefficient service.

PAR. 9. That among the dealers operating filling stations visited by said committee was the Star Tire Service Company, a corporation dealing in automobile tires and operating a gasoline filling station; that when approached by the committee this company declined to join the said Retail Gasoline Dealers' Association, and refused to raise the price at which it was selling gasoline from 22 cents per gallon to 24 cents per gallon; that the said committee visited this company on or about the 1st day of July, 1921; that at that time the said Star Tire Service Company received its supply of gasoline from the respondent Gulf Refining Company, delivered by one Stanley, driver for said Gulf Refining Company; that about this same date said Stanley urged said Star Tire Service Company to raise the selling price of gasoline to 24 cents per gallon, and informed said Star Tire Service Company that unless its selling price of gasoline was raised to 24 cents per gallon, the said company might find it difficult to get a supply of gasoline; that the said Stanley filled up the tanks of the said Star Tire Service Company on July 1, 1921, and at that time told the members of said company that it was the last time he (the said Stanley) was going to fill the said tanks of the said Star Tire Service Company; that the said Star Tire Service Company received no more gasoline from the 1st day of July, 1921, which was Friday, until the 8th or 9th of July following said date; that after selling the gasoline which was delivered by said Stanley on July 1, the said Star Tire Service Company was forced out of the gasoline business; that after being cut off from its supply of gasoline, the said Star Tire Service Company made numerous efforts to procure gasoline; that the President of said Star Tire Service Company, one Cameron, called upon respondent Jones, the representative and local manager of respondent Gulf Refining Company, and endeavored to arrange to

purchase some gasoline; that the said Cameron was informed by said respondent Jones that if said respondent Gulf Refining Company delivered any more gasoline to the said Star Tire Service Company, the said Gulf Refining Company would lose business, inasmuch as other retail gasoline dealers who were customers of said respondent Gulf Refining Company would refuse to purchase any more gasoline from said respondent Gulf Refining Company; that at the time said respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the said Star Tire Service Company did not owe the respondent Gulf Refining Company any money; that prior to that time they had always paid for the gasoline when the same was delivered; that when respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the manager of said Star Tire Service Company, one Johnson, endeavored to purchase gasoline elsewhere; that on Sunday, July 3, the said Johnson visited the yards and storage plant of the respondent Standard Oil Company of Kentucky, and spoke to the local manager, respondent F. T. Hurner, and endeavored to purchase some gasoline from said respondent Standard Oil Company of Kentucky; that said respondent Hurner did not refuse to sell the said Johnson any gasoline, but stated that he (the said respondent Hurner) had no trucks available with which to deliver the gasoline; that at the time the said respondent Hurner made this statement, there were three or four tank trucks standing idle in the yard of said respondent Standard Oil Company of Kentucky; that the said Johnson then visited the yard and plant of said respondent The Texas Company, where he spoke to some of the employees of said respondent company; that the local manager was not at the plant at that time; that the employees of the respondent The Texas Company informed the said Johnson that gasoline would be delivered; but would not state just when said gasoline would be delivered; that the said Johnson tried on numerous occasions within the week of July 3, 1921, to purchase gasoline from the said respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, but was unsuccessful; that on the advice of his attorney, he visited the plant and yard of the said respondent Standard Oil Company of Kentucky and tendered money in payment for gasoline; that the said Johnson was advised by said respondent Hurner that the Standard Oil Company of Kentucky had no tank trucks available with which delivery of gasoline could be made, and that said Johnson would have to furnish his own tank truck; that at the time this statement was made by said respondent Hurner, the said Standard Oil Company of Kentucky had

to compel all retail dealers to sell gasoline at a uniform price based on a 4 cent per gallon margin of profit; that the respondent refining companies and their local managers were threatened with boycott by said committee and certain of their customers who had joined said association unless said companies aided the organization of said gasoline dealers by refusing to sell gasoline to any dealer who sold gasoline for less than 24 cents per gallon; that the respondents Standard Oil Company of Kentucky, the Gulf Refining Company, and The Texas Company, without conferring together, aided the committee in the organization of said Retail Gasoline Dealers' Association by refusing to sell gasoline to retail dealers who did not conform to the 4 cent margin, or by not refusing to sell said dealers but by rendering said dealers inefficient service.

PAR. 9. That among the dealers operating filling stations visited by said committee was the Star Tire Service Company, a corporation dealing in automobile tires and operating a gasoline filling station; that when approached by the committee this company declined to join the said Retail Gasoline Dealers' Association, and refused to raise the price at which it was selling gasoline from 22 cents per gallon to 24 cents per gallon; that the said committee visited this company on or about the 1st day of July, 1921; that at that time the said Star Tire Service Company received its supply of gasoline from the respondent Gulf Refining Company, delivered by one Stanley, driver for said Gulf Refining Company; that about this same date said Stanley urged said Star Tire Service Company to raise the selling price of gasoline to 24 cents per gallon, and informed said Star Tire Service Company that unless its selling price of gasoline was raised to 24 cents per gallon, the said company might find it difficult to get a supply of gasoline; that the said Stanley filled up the tanks of the said Star Tire Service Company on July 1, 1921, and at that time told the members of said company that it was the last time he (the said Stanley) was going to fill the said tanks of the said Star Tire Service Company; that the said Star Tire Service Company received no more gasoline from the 1st day of July, 1921, which was Friday, until the 8th or 9th of July following said date; that after selling the gasoline which was delivered by said Stanley on July 1, the said Star Tire Service Company was forced out of the gasoline business; that after being cut off from its supply of gasoline, the said Star Tire Service Company made numerous efforts to procure gasoline; that the President of said Star Tire Service Company, one Cameron, called upon respondent Jones, the representative and local manager of respondent Gulf Refining Company, and endeavored to arrange to

purchase some gasoline; that the said Cameron was informed by said respondent Jones that if said respondent Gulf Refining Company delivered any more gasoline to the said Star Tire Service Company, the said Gulf Refining Company would lose business, inasmuch as other retail gasoline dealers who were customers of said respondent Gulf Refining Company would refuse to purchase any more gasoline from said respondent Gulf Refining Company; that at the time said respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the said Star Tire Service Company did not owe the respondent Gulf Refining Company any money; that prior to that time they had always paid for the gasoline when the same was delivered; that when respondent Jones refused to sell the said Star Tire Service Company any more gasoline, the manager of said Star Tire Service Company, one Johnson, endeavored to purchase gasoline elsewhere; that on Sunday, July 3, the said Johnson visited the yards and storage plant of the respondent Standard Oil Company of Kentucky, and spoke to the local manager, respondent F. T. Hurner, and endeavored to purchase some gasoline from said respondent Standard Oil Company of Kentucky; that said respondent Hurner did not refuse to sell the said Johnson any gasoline, but stated that he (the said respondent Hurner) had no trucks available with which to deliver the gasoline; that at the time the said respondent Hurner made this statement, there were three or four tank trucks standing idle in the yard of said respondent Standard Oil Company of Kentucky; that the said Johnson then visited the yard and plant of said respondent The Texas Company, where he spoke to some of the employees of said respondent company; that the local manager was not at the plant at that time; that the employees of the respondent The Texas Company informed the said Johnson that gasoline would be delivered; but would not state just when said gasoline would be delivered; that the said Johnson tried on numerous occasions within the week of July 3, 1921, to purchase gasoline from the said respondents, Standard Oil Company of Kentucky, Gulf Refining Company, and The Texas Company, but was unsuccessful; that on the advice of his attorney, he visited the plant and yard of the said respondent Standard Oil Company of Kentucky and tendered money in payment for gasoline; that the said Johnson was advised by said respondent Hurner that the Standard Oil Company of Kentucky had no tank trucks available with which delivery of gasoline could be made, and that said Johnson would have to furnish his own tank truck; that at the time this statement was made by said respondent Hurner, the said Standard Oil Company of Kentucky had

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an ample supply of gasoline in Tampa at its yard and plant, and had adequate facilities for delivering the same; that said Johnson then visited the yard and plant of the respondent The Texas Company; that he did not see the local manager of said company, but did make a tender of payment for gasoline to an employee of the said respondent The Texas Company; that said employee advised the said Johnson that gasoline would be delivered to the said Star Tire Service Company; that said employee refused to accept payment and told the said Johnson to pay for the gasoline when it was delivered; that said respondent The Texas Company several days later made delivery of gasoline to the Star Tire Service Company.

PAR. 10. That the said committee also on July 1, 1921, visited the Automotive Company, a partnership, operating a filling station managed by one W. H. Bell, and urged him and his partner, one Thos. R. McClelland, to raise the price at which they were selling gasoline to 24 cents per gallon; that said committee also gave to said Bell and McClelland cards on which was printed in large type the figure 24, and informed said Bell and McClelland that if they did not raise the price at which they were selling gasoline to 24 cents per gallon, the said Automotive Company would be unable to purchase any more gasoline; that said Automotive Company at this time was a customer of said respondent The Texas Company, and received deliveries of gasoline two or three times a day, delivered by one Scott; that said Automotive Company purchased gasoline from the respondent The Texas Company on a credit basis, credit being extended to the said Automotive Company by said respondent The Texas Company to the extent of \$400; that this credit limit was not strictly adhered to by The Texas Company, inasmuch as said respondent The Texas Company delivered gasoline to the said Automotive Company for a period of a week and would then collect for the gasoline so delivered on Monday of the following week; that in the course of a week the gasoline purchased by said Automotive Company frequently exceeded the \$400 credit limit fixed by said respondent The Texas Company; that said Scott had been told by the said Bell, manager of the Automotive Company, to keep the tank of the Automotive Company filled with gasoline, and said Scott on his various visits ascertained the amount of gasoline required, placed it in the tank, made out a memorandum showing the quantity of gasoline placed in the tank and the price per gallon, and left said memorandum with the said Automotive Company; that on the following Monday these memoranda were checked over and payment made on the basis as shown by the memoranda; that on Saturday, the 2nd day of July, 1921, said Scott called at the place of business of the said Automotive Company

in the morning, ascertained how much gasoline was required to fill the tank, and then asked the said Bell and McClelland if they were going to raise the price at which they were selling gasoline to 24 cents per gallon; that said Scott filled the tank at that time, but did not return in the afternoon to deliver any gasoline, as had been his custom; that when no delivery was made by said respondent The Texas Company at about 2 o'clock in the afternoon the said Bell called up the office of the said respondent The Texas Company on the telephone and asked for the local manager, the said respondent Thompson; that said Bell was informed that the said Thompson had left the city to be gone until after the Fourth of July holiday, that there was no one at the respondent The Texas Company's plant who could give a satisfactory answer as to when the said respondent The Texas Company would make delivery of gasoline to the said Automotive Company; that said Bell tried to locate the said Thompson by long-distance telephone, but was unsuccessful; that on Saturday night, July the 2nd, the said Bell wired to the district office of the respondent The Texas Company at Atlanta, Georgia, inquiring as to why the said Automotive Company could not get gasoline; that no employee of said respondent The Texas Company had indicated to the said Bell that delivery of gasoline was withheld on account of the said Automotive Company being indebted to the said respondent The Texas Company in a sum greater than the credit limit fixed by said company, viz, \$400; that on Monday, July 4, the said Bell called the respondent Gulf Refining Company's office on the telephone and placed an order with said respondent Gulf Refining Company for 400 gallons of gasoline; that said gasoline was not delivered within a reasonable time, and the said Bell again called respondent Gulf Refining Company and was advised by some one at the office of said respondent Gulf Refining Company that the truck was on the way to deliver said gasoline; that said Bell called respondent Gulf Refining Company several times and was always advised that the truck was on the way to the Automotive Company to deliver the gasoline that had been ordered; that the said Bell called the plant of the respondent Standard Oil Company of Kentucky on the telephone and inquired whether or not he could purchase some gasoline and have the same delivered; that he was informed that the respondent Standard Oil Company of Kentucky would deliver the gasoline to him; that when he gave to the party answering the 'phone at the plant of the respondent Standard Oil Company of Kentucky the name and address of the Automotive Company, he heard over the telephone some one in the room at the Standard Oil Company of Kentucky's office say: "We can't sell

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an ample supply of gasoline in Tampa at its yard and plant, and had adequate facilities for delivering the same; that said Johnson then visited the yard and plant of the respondent The Texas Company; that he did not see the local manager of said company, but did make a tender of payment for gasoline to an employee of the said respondent The Texas Company; that said employee advised the said Johnson that gasoline would be delivered to the said Star Tire Service Company; that said employee refused to accept payment and told the said Johnson to pay for the gasoline when it was delivered; that said respondent The Texas Company several days later made delivery of gasoline to the Star Tire Service Company.

PAR. 10. That the said committee also on July 1, 1921, visited the Automotive Company, a partnership, operating a filling station managed by one W. H. Bell, and urged him and his partner, one Thos. R. McClelland, to raise the price at which they were selling gasoline to 24 cents per gallon; that said committee also gave to said Bell and McClelland cards on which was printed in large type the figure 24, and informed said Bell and McClelland that if they did not raise the price at which they were selling gasoline to 24 cents per gallon, the said Automotive Company would be unable to purchase any more gasoline; that said Automotive Company at this time was a customer of said respondent The Texas Company, and received deliveries of gasoline two or three times a day, delivered by one Scott; that said Automotive Company purchased gasoline from the respondent The Texas Company on a credit basis, credit being extended to the said Automotive Company by said respondent The Texas Company to the extent of \$400; that this credit limit was not strictly adhered to by The Texas Company, inasmuch as said respondent The Texas Company delivered gasoline to the said Automotive Company for a period of a week and would then collect for the gasoline so delivered on Monday of the following week; that in the course of a week the gasoline purchased by said Automotive Company frequently exceeded the \$400 credit limit fixed by said respondent The Texas Company; that said Scott had been told by the said Bell, manager of the Automotive Company, to keep the tank of the Automotive Company filled with gasoline, and said Scott on his various visits ascertained the amount of gasoline required, placed it in the tank, made out a memorandum showing the quantity of gasoline placed in the tank and the price per gallon, and left said memorandum with the said Automotive Company; that on the following Monday these memoranda were checked over and payment made on the basis as shown by the memoranda; that on Saturday, the 2nd day of July, 1921, said Scott called at the place of business of the said Automotive Company

in the morning, ascertained how much gasoline was required to fill the tank, and then asked the said Bell and McClelland if they were going to raise the price at which they were selling gasoline to 24 cents per gallon; that said Scott filled the tank at that time, but did not return in the afternoon to deliver any gasoline, as had been his custom; that when no delivery was made by said respondent The Texas Company at about 2 o'clock in the afternoon the said Bell called up the office of the said respondent The Texas Company on the telephone and asked for the local manager, the said respondent Thompson; that said Bell was informed that the said Thompson had left the city to be gone until after the Fourth of July holiday, that there was no one at the respondent The Texas Company's plant who could give a satisfactory answer as to when the said respondent The Texas Company would make delivery of gasoline to the said Automotive Company; that said Bell tried to locate the said Thompson by long-distance telephone, but was unsuccessful; that on Saturday night, July the 2nd, the said Bell wired to the district office of the respondent The Texas Company at Atlanta, Georgia, inquiring as to why the said Automotive Company could not get gasoline; that no employee of said respondent The Texas Company had indicated to the said Bell that delivery of gasoline was withheld on account of the said Automotive Company being indebted to the said respondent The Texas Company in a sum greater than the credit limit fixed by said company, viz, \$400; that on Monday, July 4, the said Bell called the respondent Gulf Refining Company's office on the telephone and placed an order with said respondent Gulf Refining Company for 400 gallons of gasoline; that said gasoline was not delivered within a reasonable time, and the said Bell again called respondent Gulf Refining Company and was advised by some one at the office of said respondent Gulf Refining Company that the truck was on the way to deliver said gasoline; that said Bell called respondent Gulf Refining Company several times and was always advised that the truck was on the way to the Automotive Company to deliver the gasoline that had been ordered; that the said Bell called the plant of the respondent Standard Oil Company of Kentucky on the telephone and inquired whether or not he could purchase some gasoline and have the same delivered; that he was informed that the respondent Standard Oil Company of Kentucky would deliver the gasoline to him; that when he gave to the party answering the 'phone at the plant of the respondent Standard Oil Company of Kentucky the name and address of the Automotive Company, he heard over the telephone some one in the room at the Standard Oil Company of Kentucky's office say: "We can't sell

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them." That between July 2 and July 7, the said Bell and McClelland made numerous efforts at the plants of all the respondent refining companies to purchase gasoline, but were unsuccessful; that on Thursday, July 7, the said Bell went to the plant and yard of respondent The Texas Company and tendered money for 400 gallons of gasoline; that an employee of said respondent The Texas Company informed the said Bell that the gasoline would be delivered, and told him to pay the driver at the time of delivery; that on July 8 the said respondent The Texas Company delivered gasoline to the said Automotive Company, filling up the said Automotive Company's tank; that at the time said gasoline was delivered on the 8th by said respondent The Texas Company no demand was made for payment of any bill for gasoline that had then accrued.

PAR. 11. That the delivery of gasoline by the said respondent The Texas Company to the Star Tire Service Company and the Automotive Company broke up the said attempt to organize the Retail Gasoline Dealers' Association, and the various dealers, whether they had become members of said association or not, sold gasoline at various prices; that a number of the dealers who had been customers of The Texas Company and who had aided in the attempt to organize said Retail Gasoline Dealers' Association, carried out the threat made to the respondent refining companies and refused to buy any more gasoline from the said respondent The Texas Company, and became customers of the Standard Oil Company of Kentucky and the Gulf Refining Company.

PAR. 12. That among the retail dealers visited at this time by said committee was one J. D. Branch, who operated a filling station known as the Oak Park Garage on the principal highway from the city of Tampa to the city of Jacksonville in the State of Florida; that his place of business was located about four miles from the center of the city of Tampa, and was outside of the city limits of said city; that the said committee visited the said Oak Park Garage in the latter part of June of 1921; that at that time said Oak Park Garage was selling gasoline on a one cent per gallon margin; that when said committee requested the operator of said garage to raise the price at which he was selling gasoline to conform to a 4 cent per gallon margin, the said operator (Branch) agreed; that he did raise the price of gasoline to 24 cents per gallon on the 2nd day of July, 1921; that several days after said date some member of the committee who had previously visited him informed him that it was no longer necessary to maintain the 4 cent margin, also requesting the said Branch to buy nothing from the said respondent The Texas

Company, inasmuch as said respondent The Texas Company had delivered gasoline to some of the dealers who would not raise their selling price of gasoline to 24 cents per gallon.

PAR. 13. That about the month of December, 1922, another attempt was made to organize the Retail Gasoline Dealers' Association, and a committee consisting of several retail dealers operating filling stations had the organization in hand; that all the retail gasoline dealers were asked to attend a dinner at one of the local hotels in the city of Tampa to discuss the organization of the Retail Gasoline Dealers' Association; that the meeting was called under the pretext of forming an association for the mutual welfare of all the retail gasoline dealers, but the principal reason for which said meeting was called was to establish a uniform sale price for gasoline which was based on a 4 cent per gallon margin; that at said hotel the officers and directors for the association were chosen and about 100 members secured; that there were discussions, much of which related to the price to be charged by the retail dealers for gasoline; that thereafter a permanent paid secretary was secured and a small amount of money collected in dues.

PAR. 14. That the said Branch who operated the Oak Park Garage did not attend the aforesaid meeting; that several days after said meeting a committee visited the said Branch and requested him to raise his selling price of gasoline to conform to the 4-cent per gallon margin; that the said Branch did raise the price at which he was selling gasoline and continued to sell at the price fixed for several weeks; that during the time he maintained the price per gallon designated by the committee, his business fell off to a great extent; that he called on some of the committee who had visited him and advised them that he was not going to abide by the price fixed during the time of the Tampa fair; that the members of the committee advised him not to change his selling price, and also threatened that if he did so, his supply of gasoline would be cut off; that about the 5th day of February, 1922, the said Branch cut the price at which he was selling gasoline one cent per gallon; that at this time the said Branch was a customer of and purchased his supply of gasoline from the said respondent Standard Oil Company of Kentucky, the same being delivered by a driver named Blanton; that after said Branch had cut the price at which he was selling gasoline, he was taken off the regular route of the said Blanton by said respondent Standard Oil Company of Kentucky; that after said Branch had been taken off the regular route, the delivery of gasoline to his station was not satisfactory; that the respondent Hurner in dealing with said Branch

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them." That between July 2 and July 7, the said Bell and McClelland made numerous efforts at the plants of all the respondent refining companies to purchase gasoline, but were unsuccessful; that on Thursday, July 7, the said Bell went to the plant and yard of respondent The Texas Company and tendered money for 400 gallons of gasoline; that an employee of said respondent The Texas Company informed the said Bell that the gasoline would be delivered, and told him to pay the driver at the time of delivery; that on July 8 the said respondent The Texas Company delivered gasoline to the said Automotive Company, filling up the said Automotive Company's tank; that at the time said gasoline was delivered on the 8th by said respondent The Texas Company no demand was made for payment of any bill for gasoline that had then accrued.

PAR. 11. That the delivery of gasoline by the said respondent The Texas Company to the Star Tire Service Company and the Automotive Company broke up the said attempt to organize the Retail Gasoline Dealers' Association, and the various dealers, whether they had become members of said association or not, sold gasoline at various prices; that a number of the dealers who had been customers of The Texas Company and who had aided in the attempt to organize said Retail Gasoline Dealers' Association, carried out the threat made to the respondent refining companies and refused to buy any more gasoline from the said respondent The Texas Company, and became customers of the Standard Oil Company of Kentucky and the Gulf Refining Company.

PAR. 12. That among the retail dealers visited at this time by said committee was one J. D. Branch, who operated a filling station known as the Oak Park Garage on the principal highway from the city of Tampa to the city of Jacksonville in the State of Florida; that his place of business was located about four miles from the center of the city of Tampa, and was outside of the city limits of said city; that the said committee visited the said Oak Park Garage in the latter part of June of 1921; that at that time said Oak Park Garage was selling gasoline on a one cent per gallon margin; that when said committee requested the operator of said garage to raise the price at which he was selling gasoline to conform to a 4 cent per gallon margin, the said operator (Branch) agreed; that he did raise the price of gasoline to 24 cents per gallon on the 2nd day of July, 1921; that several days after said date some member of the committee who had previously visited him informed him that it was no longer necessary to maintain the 4 cent margin, also requesting the said Branch to buy nothing from the said respondent The Texas

Company, inasmuch as said respondent The Texas Company had delivered gasoline to some of the dealers who would not raise their selling price of gasoline to 24 cents per gallon.

PAR. 13. That about the month of December, 1922, another attempt was made to organize the Retail Gasoline Dealers' Association, and a committee consisting of several retail dealers operating filling stations had the organization in hand; that all the retail gasoline dealers were asked to attend a dinner at one of the local hotels in the city of Tampa to discuss the organization of the Retail Gasoline Dealers' Association; that the meeting was called under the pretext of forming an association for the mutual welfare of all the retail gasoline dealers, but the principal reason for which said meeting was called was to establish a uniform sale price for gasoline which was based on a 4 cent per gallon margin; that at said hotel the officers and directors for the association were chosen and about 100 members secured; that there were discussions, much of which related to the price to be charged by the retail dealers for gasoline; that thereafter a permanent paid secretary was secured and a small amount of money collected in dues.

PAR. 14. That the said Branch who operated the Oak Park Garage did not attend the aforesaid meeting; that several days after said meeting a committee visited the said Branch and requested him to raise his selling price of gasoline to conform to the 4-cent per gallon margin; that the said Branch did raise the price at which he was selling gasoline and continued to sell at the price fixed for several weeks; that during the time he maintained the price per gallon designated by the committee, his business fell off to a great extent; that he called on some of the committee who had visited him and advised them that he was not going to abide by the price fixed during the time of the Tampa fair; that the members of the committee advised him not to change his selling price, and also threatened that if he did so, his supply of gasoline would be cut off; that about the 5th day of February, 1922, the said Branch cut the price at which he was selling gasoline one cent per gallon; that at this time the said Branch was a customer of and purchased his supply of gasoline from the said respondent Standard Oil Company of Kentucky, the same being delivered by a driver named Blanton; that after said Branch had cut the price at which he was selling gasoline, he was taken off the regular route of the said Blanton by said respondent Standard Oil Company of Kentucky; that after said Branch had been taken off the regular route, the delivery of gasoline to his station was not satisfactory; that the respondent Hurner in dealing with said Branch

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followed a policy of not refusing to deliver him gasoline, but of delivering the gasoline at such times and in such quantities that it made it practically impossible for the said Branch to continue in the retail gasoline business; that said respondent Hurner attempted to excuse the failure to deliver gasoline to said Oak Park Garage by stating that the equipment of the said respondent Standard Oil Company of Kentucky in the way of trucks was not sufficient to take care of the demand; that on or about February 24 the said Branch purchased a tank and mounted it on a truck; that he drove this tank truck to the plant and yard of the Standard Oil Company of Kentucky and attempted to purchase gasoline; that the said respondent Hurner refused to fill up his tank truck or to sell him any gasoline that was not delivered by the said respondent Standard Oil Company of Kentucky itself; that said Branch visited the yard and plant of the respondent Gulf Refining Company on February 24; that the said respondent Gulf Refining Company sold him gasoline and filled his tank truck; that said company protested when filling his tank truck, requesting the said Branch to secure his supply of gasoline from his regular source of supply; that on February the 26th said Branch visited the yard and plant of the respondent The Texas Company and attempted to purchase gasoline, but said respondent The Texas Company refused to fill the tank truck for the said Branch; that on March 1 said Branch rented his tank pump and equipment to one Polk; that the said Polk experienced no difficulty in purchasing whatever gasoline he needed.

PAR. 15. That on or about the 1st of March, 1922, the facts connected with the effort to compel all retail gasoline dealers to sell gasoline at a certain margin were given wide publicity in the Tampa newspapers; that on March 3, 1922, the county prosecutor advised the respondent distributing companies that they were violating the law by aiding the retail dealers in their effort to control the retail price of gasoline; that this publicity and the activity of the county prosecutor stopped their further effort to control the price of gasoline at that time; that there were various other attempts made by different retail gasoline dealers to form an association having for its object the control of the retail price of gasoline; that after the complaint in this case had been issued, and before hearing was had, an attempt was made by some of the retail gasoline dealers in the outlying districts in the vicinity of Tampa, Fla., to form an association and get the various dealers to agree to maintain a retail price of gasoline based on a 4-cent per gallon margin of profit.

PAR. 16. That the refusal by respondent distributing companies to deliver gasoline, and the delayed and inefficient deliveries of gasoline

to the said Star Tire Service Company, the Automotive Company, and the Oak Park Garage were not due to a shortage of gasoline nor to the lack of facilities for delivering said gasoline on the part of said distributing companies, nor were they due to any cause other than the fact that said retail dealers refused to adhere to the afore-said margin of profit as demanded by the committee and members of the said Retail Gasoline Dealers' Association; that during the periods from July 1 to July 8, 1921, and from about December 20, 1921, to March 3, 1922, due to the acts of the Retail Gasoline Dealers' Association, in which said association was aided by the cooperation of respondent distributing companies, the public of the city of Tampa and vicinity in Hillsboro County, Fla., was deprived of competition in the sale of gasoline on the part of retail gasoline dealers, and was compelled to pay a higher price for gasoline during those periods than the said public had been paying at times previous to, intervening and subsequent to the dates herein mentioned.

PAR. 17. That during the said periods certain of the outlets for the direct, immediate and proximate disposal and sale, by respondent refining companies, of gasoline by them brought into the State as aforesaid, were eliminated, and the outlets for such disposal and sale were for the said periods regulated for said locality, and circumscribed and restricted to such dealers only as would agree to sell, and actually did sell, only upon a 4-cent margin of profit as agreed upon by the said respondent dealers, and enjoined and enforced, by all respondents, upon all dealers buying from the respondent refining companies. That the outlets so eliminated had been and were again used whenever conditions of free competition between, and a free choice of the instruments for the disposal and distribution of their gasoline, by the respondent refining companies, existed. And that by the combination above described respondents narrowed the market for gasoline brought into the State as aforesaid, and unduly regulated, hindered, obstructed and burdened the free and natural flow and course of the buying and selling of such gasoline.

CONCLUSION.

The above-described acts and things done by respondents are all to the prejudice of the public, and constitute unfair methods of competition in commerce within the intent and meaning of Section 5 of an Act of Congress entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," approved September 26, 1914.

Findings.

8 F. T. C.

followed a policy of not refusing to deliver him gasoline, but of delivering the gasoline at such times and in such quantities that it made it practically impossible for the said Branch to continue in the retail gasoline business; that said respondent Hurner attempted to excuse the failure to deliver gasoline to said Oak Park Garage by stating that the equipment of the said respondent Standard Oil Company of Kentucky in the way of trucks was not sufficient to take care of the demand; that on or about February 24 the said Branch purchased a tank and mounted it on a truck; that he drove this tank truck to the plant and yard of the Standard Oil Company of Kentucky and attempted to purchase gasoline; that the said respondent Hurner refused to fill up his tank truck or to sell him any gasoline that was not delivered by the said respondent Standard Oil Company of Kentucky itself; that said Branch visited the yard and plant of the respondent Gulf Refining Company on February 24; that the said respondent Gulf Refining Company sold him gasoline and filled his tank truck; that said company protested when filling his tank truck, requesting the said Branch to secure his supply of gasoline from his regular source of supply; that on February the 26th said Branch visited the yard and plant of the respondent The Texas Company and attempted to purchase gasoline, but said respondent The Texas Company refused to fill the tank truck for the said Branch; that on March 1 said Branch rented his tank pump and equipment to one Polk; that the said Polk experienced no difficulty in purchasing whatever gasoline he needed.

PAR. 15. That on or about the 1st of March, 1922, the facts connected with the effort to compel all retail gasoline dealers to sell gasoline at a certain margin were given wide publicity in the Tampa newspapers; that on March 3, 1922, the county prosecutor advised the respondent distributing companies that they were violating the law by aiding the retail dealers in their effort to control the retail price of gasoline; that this publicity and the activity of the county prosecutor stopped their further effort to control the price of gasoline at that time; that there were various other attempts made by different retail gasoline dealers to form an association having for its object the control of the retail price of gasoline; that after the complaint in this case had been issued, and before hearing was had, an attempt was made by some of the retail gasoline dealers in the outlying districts in the vicinity of Tampa, Fla., to form an association and get the various dealers to agree to maintain a retail price of gasoline based on a 4-cent per gallon margin of profit.

PAR. 16. That the refusal by respondent distributing companies to deliver gasoline, and the delayed and inefficient deliveries of gasoline

to the said Star Tire Service Company, the Automotive Company, and the Oak Park Garage were not due to a shortage of gasoline nor to the lack of facilities for delivering said gasoline on the part of said distributing companies, nor were they due to any cause other than the fact that said retail dealers refused to adhere to the aforesaid margin of profit as demanded by the committee and members of the said Retail Gasoline Dealers' Association; that during the periods from July 1 to July 8, 1921, and from about December 20, 1921, to March 3, 1922, due to the acts of the Retail Gasoline Dealers' Association, in which said association was aided by the cooperation of respondent distributing companies, the public of the city of Tampa and vicinity in Hillsboro County, Fla., was deprived of competition in the sale of gasoline on the part of retail gasoline dealers, and was compelled to pay a higher price for gasoline during those periods than the said public had been paying at times previous to, intervening and subsequent to the dates herein mentioned.

PAR. 17. That during the said periods certain of the outlets for the direct, immediate and proximate disposal and sale, by respondent refining companies, of gasoline by them brought into the State as aforesaid, were eliminated, and the outlets for such disposal and sale were for the said periods regulated for said locality, and circumscribed and restricted to such dealers only as would agree to sell, and actually did sell, only upon a 4-cent margin of profit as agreed upon by the said respondent dealers, and enjoined and enforced, by all respondents, upon all dealers buying from the respondent refining companies. That the outlets so eliminated had been and were again used whenever conditions of free competition between, and a free choice of the instruments for the disposal and distribution of their gasoline, by the respondent refining companies, existed. And that by the combination above described respondents narrowed the market for gasoline brought into the State as aforesaid, and unduly regulated, hindered, obstructed and burdened the free and natural flow and course of the buying and selling of such gasoline.

CONCLUSION.

The above-described acts and things done by respondents are all to the prejudice of the public, and constitute unfair methods of competition in commerce within the intent and meaning of Section 5 of an Act of Congress entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes," approved September 26, 1914.

Order.

8 F. T. C

ORDER TO CEASE AND DESIST.

This proceeding having been submitted to the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, and testimony and evidence received by an examiner for the Commission, and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions 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,"

It is hereby ordered, That all and several of the respondents, their agents, servants and employees do cease and desist from using directly or indirectly the following practices and methods, or any of them:

(1) Combining, conspiring or uniting in a common or concerted course of action among their number or any part thereof or with others, where the effect would or might be to regulate or select, in whole or in part, the outlets for the direct, immediate and proximate sale of gasoline transported from without the State by the said gasoline refining companies, upon the basis of adherence to a given price or given margin between purchase price and resale charge, or according to any method of selection other than such as results from free competition, or so as to close certain outlets, or to eliminate any possible and otherwise feasible outlets for such sale.

(2) Combining, conspiring or uniting in any common or concerted course of action with the purpose, tendency or effect of persuading, inducing, coercing or compelling any persons, firms or corporations buying gasoline directly, immediately and proximately from refining companies engaged in transporting it from outside the State wherein such purchase is made, to maintain or adhere to a given and uniform resale price, or margin of profit between the price paid to the said refining companies and the resale price received, as a condition or prerequisite to their purchasing a supply, or an adequate supply of such gasoline, and from carrying on any written or oral communications having like purpose, tendency or effect.

It is further ordered, That the respondent refining companies, their agents, servants, employees and representatives forever cease and desist from uniting in a common course of action directly or indirectly to use the following practices and methods, or any of them:

(1) Attaching any condition, express or implied, to purchases made by gasoline dealers who are wholesale buyers directly, immediately and proximately from the said refining companies, to the effect

that such dealers shall maintain resale prices specified by the refining company or specified by any other person or association of persons.

(2) Directly or indirectly indicating to said dealers that unless they maintain a given resale price or given margin of profit they will or may be unable to buy gasoline, or to buy it at the current price and at ordinary terms and service, or that they will or may encounter difficulty in so doing.

(3) Asking, advising or requiring the said buyers of such gasoline to display a card or sign at their respective places of business showing their selling price, as a means of carrying out the aforesaid purpose.

(4) Refusing to sell and deliver gasoline brought into the State and sold as aforesaid, unless such dealer so buying maintains a given or uniform price or margin of profit as aforesaid, and from declining or neglecting to give service of gasoline efficient, or adequate in amount or in time or in regularity of service, to any such dealer because or on the ground that he is a price cutter or does not adhere to any given price or margin of profit, either explicitly or upon any ground or under any subterfuge whatever.

(5) Affording a less efficient and adequate service to any such dealer, buying as aforesaid, who may fail to adhere to a given price or margin of profit than is afforded to other direct customers at the same time, because of the resale price made by any other dealer or dealers.

It is further ordered, That the respondents other than the gasoline refining companies and their respective agents forever cease and desist from combining, conspiring or uniting upon any common or concerted course of action, directly or indirectly, to use the following practices and methods or any of them:

(1) Suggesting to or threatening any dealer in gasoline buying directly, immediately and proximately from gasoline refining companies bringing their product from without the State, and conducting an outlet for gasoline brought into the State, that if he shall refuse or fail to adhere to or maintain a given or uniform price or margin of profit he will or may be unable to buy gasoline, or to buy at the current price, at ordinary terms and with customary service.

(2) Persuading, urging, inducing, coercing or compelling any gasoline refining company to refuse sales to any such dealer because or on the ground that the said dealer declines or omits to sell at any given price or margin of profit, or discriminating against any price-cutting dealer in price or service as contrasted with the price and service accorded to other dealers engaged in similar business at the same time.

Order.

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(3) Boycotting, or withdrawing, or withholding patronage or custom, or threatening to boycott, or withdraw, or withhold patronage or custom from any gasoline refining company which is not adhering to any given policy as regards price or margin of profit, or which sells to price-cutting dealers, or urging others so to boycott or withdraw or withhold patronage.

(4) Hindering, restricting or restraining any such refiner of gasoline from the free and unregulated solicitation or selection of its direct, proximate and immediate customers, or influencing or attempting to influence any such refiner not to accept as a customer any dealer whom the refiner, in the exercise of free judgment, has or may desire to have as a customer, for the reason or upon the ground that the said customer fails or declines to adhere to any given price or margin of profit or is a price cutter.

(5) Using any other methods whatsoever to persuade, urge, induce, coerce or compel buyers of gasoline, purchasing directly, immediately and proximately from gasoline refining companies bringing their product from beyond the State, to maintain any given price or margin of profit or to leave the business of retailing gasoline, or any other methods whatsoever to persuade, urge, induce, coerce or compel such refiners of gasoline to discriminate as aforesaid against such customers or prospective customers who decline to adhere to any given price or margin of profit, or employing any methods for regulating the sale or the outlets for the sale of gasoline by refining companies importing the same from without the State.

It is further ordered, That the respondent refining companies within thirty days from the notice hereof file with the Commission their respective reports in writing stating the manner in which they have complied with and conformed to this order.

Syllabus.

IN THE MATTER OF
KEELER BROS. & COMPANY, THE COLUMBIA SECURITIES COMPANY, THE NATIONAL FINANCE COMPANY, GEORGE KEELER, AND FRANK KEELER.

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SECTION 5 OF AN ACT OF CONGRESS APPROVED SEPTEMBER 26, 1914.

Docket 941—July 26, 1924.

SYLLABUS.

Where two individuals dealing in state, county, municipal, and other public bonds and obligations, through various corporations managed and controlled by them; in pursuance of a plan or conspiracy to stifle and suppress competition in the purchase of the aforesaid bonds or obligations through the use of deceptive, fraudulent, and oppressive practices calculated and intended to deceive and defraud political subdivisions, with which they dealt, and their fair and honest competitor bidders, and to enable them to outbid said competitors for the purchase of such bonds or obligations and prevent them from obtaining the same;

- (a) Presented histories of the issues upon which they had bid successfully, prepared by them, as required, which histories were false in important essentials, and so changed said bonds or obligations and the terms and conditions thereof as to make the same more salable, and filed said false histories in the State Auditor's office, and registered the bonds based thereon;
- (b) Secured necessary signatures of public officials by hastening their inspection of the papers, etc., through pretenses on the part of their representatives of having only a very limited time available for the transaction of the matter, through manipulating the various papers requiring such signatures, so as to prevent the reading thereof, and through misrepresentation and chicanery;
- (c) Pretended to meet requirements in the matter of necessary signatures of officials and others, by presenting signatures which purported to be those of such persons, but were actually forgeries;
- (d) Enlisted the aid of public officials and employees in effecting fraudulent changes in the terms and conditions of issues bid upon by them, and in the transaction of their business in general, as above set forth, by paying or promising sums of money to such officials or employees, or employing them, in order to secure their influence and assistance;
- (e) Used vague and ambiguous terms in their contracts; submitted checks purporting to be certified but as a fact merely drawn upon themselves, and issued pretended certificates of deposit in payment of bonds upon which they had bid successfully which were mere false recitals that there had been deposited with the particular corporation, through which they had bid upon the issue concerned, the sum mentioned, to the credit of the municipality's treasurer, which drafts and "certificates" were honored or not as suited their convenience; and sought whenever possible to secure delivery of bonds upon which they had bid successfully, without paying therefor;