

Syllabus

IN THE MATTER OF

UNIVERSAL STUDIOS, INC., AND HARRY I. SMITH,
SANDER R. SMITH, AND LORRAINE H. SMITH

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

Docket 3684. Complaint, Jan. 6, 1939—Decision, Mar. 1, 1940

Where a corporation and two individuals, partners and former incorporators and shareholders thereof, and successors to business thereof, engaged, with studios in several cities, in mail order photography and in sale and distribution of photographs in commerce among the various States, and in causing their said product, when sold, to be transported from their finishing office and principal place of business to purchasers in various other States, in substantial competition with others also engaged in sale of photographs in commerce as aforesaid;

In carrying on their aforesaid business under practice by which (1) they sent advance agent or crew manager to various towns in proposed itinerary to distribute to various local merchants, for distribution free of charge to latter's customers, free coupons giving such customers opportunity to acquire photographs of themselves for 59 cents or 69 cents, as case might be, upon presentation of coupon on specified date and place, at which time and place employee photographer and assistant photographed those presenting coupon and paying amount called for, (2) negatives were shipped by photographer to their said place of business and developed, and (3) proofs were mailed to employee-salesman or "proof-passer", who made appointments with customer for selection of proof desired and attempted to sell each as many photographs additional as possible, (4) coloring of photograph was done at said office and finishing studio, and (5) advance agent and "proof-passer" salesman were compensated on commission basis wholly and in accordance with sittings and photographs sold—

- (a) Represented and described as "hand painted" or "paintings" colored or tinted photographs or photographic enlargements thus offered and called for, and applied thereto such terms as "portraits in oil colors," "oil portraits," "gold tone oil paintings," and "oil colored portraits," facts being products in question were not paintings or, in ordinarily accepted meaning, or likeness, image, or scene depicted with paints and without photographic aid, nor portrait or picture of person drawn from life, nor likeness or oil painting done by hand with brushes in plastic oil colors on canvas or other material without such aid, but photographic enlargements of small negatives, tinted or colored by cotton or paper swab and smearing of transparent oils over uncolored original; and
- (b) Represented that so-called "portraits" or "paintings" offered and described in coupons distributed as above set forth, had value of \$5.00 and were offered for 59 cents or 69 cents, as case might be, together with certificate represented as being worth \$4.41, and entitling holder to one of their regular "\$5.00 Oil Portraits," facts being said tinted enlargements did not have any such value, were not reasonably worth more than 59 cents or 69 cents paid therefor by customer, products in question were usually and customarily sold for said amounts, and advertising coupons did not have value of \$4.41 or any such

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sum, but were solely device to induce customer to have photograph taken, and latter received no financial or other advantage by use of coupon, and offer in question was not at reduced or special price, and coupon did not represent aforesaid or any other amount or special trade concession on part of local merchants;

With tendency and capacity to mislead and deceive members of purchasing public concerning nature, quality, and value of photographs sold and distributed by them, and with effect of thereby inducing substantial portion of such public to purchase said products under erroneous and mistaken beliefs that same were high-grade oil portraits or paintings and that distinct financial advantage would be obtained by use of coupons distributed by them, and with result, as consequence of such erroneous and mistaken beliefs, that trade was diverted unfairly from their competitors engaged also in sale and distribution of tinted or colored photographs or photographic enlargements in commerce as aforesaid, and who do not employ and maintain sales methods and practices such as used by them, but truthfully represent their products and quality thereof:

Held, That such acts and practices, under the circumstances set forth, were all to the prejudice and injury of the public and competitors, and constituted unfair methods of competition in commerce and unfair and deceptive acts and practices therein.

Before *Mr. Arthur F. Thomas*, trial examiner.

Mr. Merle P. Lyon for the Commission.

Mr. Leo A. Reuther, of Breckenridge, Minn., for respondents.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said act, the Federal Trade Commission, having reason to believe that Universal Studios, Inc., a corporation, Harry I. Smith, Sanders R. Smith, and Lorraine H. Smith, copartners, trading as Universal Studios, hereinafter referred to as respondents, have violated the provisions of the said act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, the Commission hereby issues its complaint, stating its charges in that respect as follows:

PARAGRAPH 1. Respondent, Universal Studios, Inc., is a corporation organized under the laws of the State of Minnesota, with its principal office and place of business located at 187 East Seventh Street, St. Paul, Minn. Respondents Harry I. Smith, Sanders R. Smith, and Lorraine H. Smith, are copartners trading under the name and style of Universal Studios, with their principal office and place of business located at 187 East Seventh Street, St. Paul, Minn.

The above-named individual respondents were and are officers and principal stockholders of the above-named corporate respondent, and in active charge and control of its activities. The false and deceptive

sales practices and representations carried on by it as hereinafter alleged have been or are now also being carried on by the above-named individual respondents doing business as a partnership.

PAR. 2. Said respondents are now and for some time last past have been engaged in the business of mail-order photography, and in the sale and distribution of photographs and photographic products in commerce among and between the various States of the United States and in the District of Columbia. Respondents sell said products through the medium of salesmen and agents appointed by them to customers located in States other than the State of Minnesota. Respondents cause said photographs and photographic products when sold to be transported from their place of business in St. Paul, Minn., to the respective purchasers thereof located in other States of the United States and in the District of Columbia.

PAR. 3. In the course and conduct of their said business, respondents have been, and are now, engaged in direct and substantial competition with various corporations, partnerships, firms, and individuals likewise engaged in the sale in commerce, between and among the various States of the United States, of photographs and photographic products, and likewise with corporations, partnerships, firms, and individuals engaged in the sale of genuine original paintings and portraits, in commerce between and among the various States of the United States.

PAR. 4. A painting, in its ordinarily accepted meaning, is a likeness, image, or scene depicted with paints without the aid of photography. A portrait, in its ordinarily accepted meaning, is a picture of a person drawn from life, especially a picture or representation of a face; a likeness, particularly in oil. An oil painting is a painting done by hand with brushes in plastic oil colors on canvas, or other material, without the aid of photography.

PAR. 5. In the course and conduct of their said business, respondents cause agents and representatives employed by them to visit the homes of prospective customers in the cities, towns, and rural communities of the various States of the United States. These agents and representatives ordinarily travel in groups or "crews" from town to town, each crew consisting of four persons, one of whom ordinarily travels in advance, making arrangements with local merchants to attract customers by the distribution to prospective customers of coupons or "certificates" as more particularly hereinafter set forth. The advance agent is followed by a photographer and a helper who take the photographs, and later a fourth member of the crew calls on the customers and exhibits the proofs and takes orders for the pic-

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tures. The members of the crew work on a commission basis with the exception of the photographer, who is paid a salary.

Certain of the coupons or "certificates" distributed by the advance agents read as follows:

<i>\$5.00</i> <i>Value</i>	<i>Christmas Offer</i> <i>Portrait In Oil Colors</i>	<i>\$5.00</i> <i>Value</i>
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For Only 59¢

Taken By

Universal Studios, Inc.

187 East Seventh St., St. Paul, Minn.

The above Studios thru a special arrangement
made with (Merchant) _____

the bearer of this certificate is entitled to a
Beautiful 7x10 Gold Tone Oil Painting

Unmounted

For
Only

59¢

Four Proofs Shown
All Work Guaranteed

Only one certificate may be used by one person.

This certificate must be signed by above merchant.

This Certificate Is Worth \$4.41

59¢ This coupon and 59¢ entitles you to 59¢
one of our regular \$5.00 Oil Portraits,
to be taken in your town by one of our
professional Protographers at Hotel.

Other certificates used by respondents read as follows:

Big
Value

Portrait In Oil Colors

Big
Value

For Only 69¢

Taken By

Universal Studios, Inc.

187 East Seventh St., St. Paul, Minn.

The above Studios thru a special arrangement
made with (Merchant) _____

the bearer of this certificate is entitled to a
Beautiful 8x10 Oil Colored Portrait

Unmounted

For
Only

69¢

Four Proofs Shown
All Work Guaranteed.

Only one certificate may be used by one person.

This certificate must be signed by above merchant.

Signature of Merchant _____

PAR. 6. Through the use of the statements and representations hereinabove set forth and other representations similar thereto not specifically set out herein, the respondents represent that they are making a special "Christmas Offer" or an offer at a reduced or special price whereby the prospective purchaser by use of a special coupon can obtain a picture variously represented as "an oil painting," "a portrait

in oil colors," "a gold tone painting," or "an oil colored portrait" of the "value of \$5.00" or "a big value" for the sum of 59¢ or 69¢. The respondents further represent that said coupon distributed by them or under their direction is worth to the holder thereof the sum of \$4.41 and represents a special trade concession on the part of certain local merchants.

PAR. 7. In truth and in fact the pictures sold and distributed by the respondents by the method hereinabove set forth were not and are not of a "\$5.00 value" or a "big value" and \$5.00 was not and is not the regular price charged therefor. The offer made by the respondents was not and is not a special Christmas offer or an offer at a reduced or special price, but instead 59¢ and 69¢ were and are the usual, ordinary and customary selling prices of such pictures in the respective 7x10 and 8x10 sizes. Furthermore, the coupon or certificate was not and is not worth \$4.41 or any other amount and does not represent a special trade concession on the part of certain local merchants.

In truth and in fact the pictures sold by respondents through the sales methods hereinabove described were not and are not "oil paintings," "portraits in oil colors," "gold tone oil paintings," and "oil portraits," or "oil colored portraits," but were and are merely tinted or colored photographs. Such tinted or colored photographs are not portraits, paintings, oil portraits, or oil paintings in the commonly accepted uses of said terms.

PAR. 8. There are among the competitors of respondents corporations, partnerships, firms and individuals who are engaged in the sale of tinted or colored photographs or photographic enlargements in commerce between and among the various States of the United States and in the District of Columbia who do not employ and maintain sales methods and practices such as are used by the respondents, but who truthfully represent their products and honestly vend the same. There are also among the competitors of respondents corporations, partnerships, firms, and individuals engaged in the business or profession of painting genuine oil portraits and paintings who truthfully represent their products as being portraits or paintings.

PAR. 9. The use by the respondents of the aforesaid false and misleading representations and practices in the sale and offering for sale of purported oil portraits and paintings which are in fact merely tinted or colored photographs or photographic enlargements, has had, and now has, the tendency and capacity to deceive, and has deceived and now does deceive, the public concerning the nature, quality, and value of their products sold as hereinbefore described, and has thereby induced, and is inducing, the public to purchase said

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products under the erroneous belief that the same were and are high grade quality oil portraits or paintings of exceptional merit and value. The use of the so-called "certificates," and the representations contained therein, have had, and have, the tendency and capacity to deceive, and have deceived the public into the erroneous belief that they have thus received a distinct financial advantage and will thereby be entitled to receive a valuable oil painting or portrait upon payment of a trifling sum of money, at a reduced or special price, or as a Christmas offer, or as a trade concession to certain local merchants in the locality where the customers reside, when such is not the fact. The use by the respondents of the false and deceptive representations and trade practices hereinbefore set forth tends to, and does, unfairly divert trade from competitors, and thereby substantial injury has been, and is now being, done by respondents to competition in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 10. The aforesaid acts and practices employed by respondents as herein alleged are all to the prejudice of the public and of respondents' competitors and constitute unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce within the intent and meaning of the Federal Trade Commission Act.

REPORT, FINDINGS AS TO THE FACTS, AND ORDER

Pursuant to the Federal Trade Commission Act, the Federal Trade Commission on the 6th day of January 1939, issued its complaint and thereafter caused the same to be served upon the respondents, Universal Studios, Inc., a corporation, and upon Harry I. Smith, Sandar R. Smith, and Lorraine H. Smith, copartners trading as Universal Studios, charging them with the use of unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce in violation of the provisions of said act. After the issuance of said complaint and the filing of respondents' answer thereto, testimony and other evidence in support of the allegations of the said complaint were introduced by Merle P. Lyon, attorney for the Commission, before A. F. Thomas, a trial examiner of the Commission theretofore duly designated by it, and in opposition to the allegations of said complaint by Leo A. Reuther, attorney for the respondents, and said testimony and other evidence were duly recorded and filed in the office of the Commission. Thereafter, the proceedings regularly came on for final hearing before the Commission on said complaint, the answer thereto, testimony and other evidence, and brief in support of the complaint, and the Commission

having duly considered the matter, and being now fully advised in the premises finds that this proceeding is in the interest of the public, and makes this its findings as to the facts and its conclusion drawn therefrom:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Respondent, Harry I. Smith, has been a photographer since 1913, and in 1925 formed a partnership with respondent Sander R. Smith, his brother, and engaged in the business of photography under the trade name, Universal Studios. This partnership continued until January 1937 when respondent Universal Studios, Inc. was incorporated under the laws of the State of Minnesota, Harry I. Smith, Sander R. Smith and Lorraine H. Smith being the incorporators and shareholders thereof, with its office and principal place of business located at 187 East Seventh Street, St. Paul, Minn. Lorraine H. Smith held only two shares of the capital stock of the corporation, and took no active part in the control and management of its business. Said corporation was dissolved on April 25, 1938, since which date the business has been conducted as a partnership consisting of Harry I. Smith and Sander R. Smith, under the trade name of Universal Studios, in which partnership Lorraine H. Smith has no financial or other interest. Said respondents, with the exception of Lorraine H. Smith, were, during the times hereinbefore mentioned, engaged in the business of mail order photography, and in the sale and distribution of photographs in commerce among and between the various States of the United States. At the present time the respondents Harry I. Smith and Sander R. Smith, trading as Universal Studios, maintain studios in the cities of Flint and Holland, in the State of Michigan, and in the city of Minneapolis, in the State of Minnesota, and also maintain their principal office and finishing studio in the city of St. Paul, in the State of Minnesota. Said respondents, and also the respondent Universal Studios, Inc., a corporation during the period of its corporate existence, now cause and have caused their photographs, when sold, to be transported from their finishing office and principal place of business in St. Paul, Minn., to purchasers thereof located in various other States of the United States. Respondents maintain and at all times mentioned herein have maintained a course of trade in said photographs in commerce between and among the various States of the United States. Said respondents, during the times hereinbefore mentioned have been, and the respondents Harry I. Smith and Sander R. Smith are now, in substantial competition with other corporations, persons, firms,

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and partnerships also engaged in the sale of photographs in commerce between and among the various States of the United States.

PAR. 2. In the course and conduct of their business, the respondents would send an advance agent or crew manager to various towns in a proposed itinerary, to distribute coupons free to various local merchants. Said coupons were redistributed by said merchants free of charge to their own customers, giving said customers an opportunity to acquire photographs of themselves represented variously as "portraits in oil colors," "oil portraits," "gold tone oil paintings," and "oil colored portraits" for only 59 cents or 69 cents, as the case might be, upon presentation of said coupon at a specified date and place. The said coupons were represented as having a value of "\$4.41," and the "oil colored portraits" or "gold tone paintings" to be secured through the medium of said coupons were represented as having a "\$5.00 Value". Upon the coupons was designated the place, usually some hotel in the town, and the date, usually two or three weeks in the future, at which time and place the holder of the coupon might present himself for a sitting. A photographer and assistant employed by said respondents on a salaried basis would engage a room at the specified time and place and take photographs of all persons presenting the coupon and paying the 59 cents or 69 cents called for by the coupon. The negatives taken at such sittings were then shipped by the photographer to the respondents' place of business in St. Paul, Minnesota, where they were developed and proofs made. Said proofs were then mailed to another salesman employed by the respondents, called a "proof-passer," who made appointments with the customers to select the proof desired. After the proof was selected by the customer, the coloring of the photograph was done at the St. Paul office of the respondent by persons employed for that purpose. The "proof-passer" attempted to sell as many additional photographs as possible to each customer. The salesmen, both advance agent and proof-passer, worked wholly on a commission basis, and their compensation depended upon the number of sittings and the number of additional photographs sold.

The gross volume of business done by respondents during the year 1937 was about \$150,000 and during the year 1938 was between \$170,000 and \$180,000. The business methods hereinbefore detailed were continued during the years 1937 and 1938, but most of the traveling crews were dismissed on or about December 1, 1938, and since that date said respondents only have one crew operating.

PAR. 3. In the course and conduct of their business, as described in paragraph 2, the respondents, Universal Studios, Inc., a corporation, and Harry I. Smith and Sander R. Smith, trading as Universal Studios

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issued printed coupons which were distributed in the manner hereinbefore outlined. Such coupons read:

\$5.00	CHRISTMAS OFFER	\$5.00
VALUE		VALUE
	Portrait in Oil Colors	
	For only 59¢	
	Taken by	
	Universal Studios, Inc.	
	187 East Seventh Street,	
	St. Paul, Minnesota.	

The above Studios thru a special arrangement with (merchant) -----

THE BEARER OF THIS CERTIFICATE IS ENTITLED TO
A BEAUTIFUL 7 x 10 GOLD TONE OIL PAINTING
Unmounted

For Only 59¢. Four Proofs Shown. All Work Guaranteed. Only One Certificate May Be Used By One Person.

This certificate must be signed by above merchant.

This Certificate is worth \$4.41.

59¢. This Coupon and 59¢ entitles you to one of our regular \$5.00 Oil Portraits to be taken in your town by one of our Professional Photographers at Hotel.

PAR. 4. Through the use of the statements and representations hereinabove set forth, and other representations similar thereto not specifically set out herein, the respondents represent that they are making an offer at a reduced or special price whereby the prospective purchaser, by use of a special coupon, can obtain a picture variously represented as "an oil painting," "a portrait in oil colors," "a gold tone painting," or "an oil colored portrait" of the "value of \$5.00" for the sum of 59 cents or 69 cents. The respondents further represent that said coupons distributed by them and under their direction are worth to the holders thereof the sum of \$4.41 and represent a special trade concession on the part of certain local merchants.

PAR. 5. The Commission finds that pictures sold by the respondents through the sales method hereinabove described were not and are not "oil paintings," "portraits in oil colors," "gold tone oil paintings," or "oil colored portraits," but were and are merely tinted or colored photographs or photographic enlargements.

The photographs sold by the respondents in the manner hereinabove set forth are photographic enlargements of small negatives which are tinted or colored by the use of a cotton or paper swab and the smearing of transparent oils over the original uncolored photographic enlargement.

A painting, in its ordinarily accepted meaning, is a likeness, image, or scene depicted with paints without the aid of photography. A portrait, in its ordinarily accepted meaning, is a picture of a person drawn from life, especially a picture or representation of a face; a likeness, particularly in oil. An oil painting is a painting done by hand with brushes in plastic oil colors on canvas, or other material, without the aid of photography.

PAR. 6. The Commission further finds that the tinted or colored photographs sold and distributed by the respondents in the manner hereinabove set forth do not have a "\$5.00 Value" and are not reasonably worth more than the 59 cents or 69 cents paid for them by the customer. The advertising coupon does not have a value of \$4.41 or any similar amount since the regular price for which the respondents' colored photographs are usually and customarily sold is not more than the 59 cents or 69 cents paid for them. The advertising coupon is solely a device for inducing the customer to have his photograph taken and the customer does not receive any financial or other advantage by the use of said coupon. Said coupons are merely for the purpose of getting the customer into the studio to give respondents an opportunity to sell him additional photographs. The offer made by the respondents was not an offer at a reduced or special price and the coupon or certificate distributed by the respondents was not and is not worth \$4.41 or any other amount, and does not represent a special trade concession on the part of certain local merchants.

PAR. 7. The use by the respondents of the aforesaid false and misleading representations and practices in the sale and offering for sale of their tinted and colored photographs has had and now has a tendency and capacity to mislead and deceive members of the purchasing public concerning the nature, quality and value of the photographs sold and distributed by the respondents and has thereby induced a substantial portion of the purchasing public to purchase said photographs under the erroneous and mistaken belief that the same were and are high-grade oil portraits or paintings and that a distinct financial advantage would be obtained by the use of the coupons distributed by the respondents. As a result of such erroneous and mistaken belief trade has been diverted unfairly from respondents' competitors who are also engaged in the sale and distribution of tinted or colored photographs and photographic enlargements in commerce among and between the various States of the United States and in the District of Columbia and who do not employ and maintain sales methods and practices such as those used by the respondents but who truthfully represent their products and the quality thereof.

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CONCLUSION

The aforesaid acts and practices of the respondents, with the exception of Lorraine H. Smith, as herein found are all to the prejudice and injury of the public and of respondents' competitors and constitute unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce within the intent and meaning of the Federal Trade Commission Act.

ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondents, testimony and other evidence taken before A. F. Thomas, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, and the brief of counsel for the Commission in support of the complaint, and the Commission having made its findings as to the facts and its conclusion that respondents, with the exception of Lorraine H. Smith, have violated the provisions of the Federal Trade Commission Act.

It is ordered, That the respondents, Universal Studios, Inc., a corporation, and its officers, and Harry I. Smith and Sander R. Smith, individually and as copartners trading as Universal Studios, or trading under any other name, and their respective salesmen, employees, and agents, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution in commerce, as commerce is defined in the Federal Trade Commission Act, of colored or tinted photographs or enlargements having a photographic base, do forthwith cease and desist from:

1. Representing directly or in any manner, that colored or tinted photographs or photographic enlargements are handpainted or are paintings.

2. Using the terms "gold tone oil painting," "oil portrait," "portrait in oil colors" or "oil colored portrait," either alone or in conjunction with any other terms or words in any way to designate, describe or refer to colored or tinted photographs or photographic enlargements or other pictures produced from a photographic base or impression.

3. Representing, as the customary or regular prices or values for such pictures, prices and values which are in fact fictitious and greatly in excess of the prices at which such pictures are customarily offered for sale and sold by respondents in the normal course of business.

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4. Representing that any articles of merchandise customarily and regularly sold in connection with the use of any purported certificate or other similar device have any value in excess of the actual money price required to be paid.

5. Representing that any coupon or similar device has any monetary value in the purchase of an article which is customarily or regularly sold by the respondents with such coupon or similar device at the price required to be paid.

It is further ordered, That each of the said respondents, Universal Studios, Inc., a corporation, Harry I. Smith and Sander R. Smith, shall, within 60 days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

It is further ordered, That the case be closed as to the respondent Lorraine H. Smith without prejudice to the right of the Commission to reopen and resume prosecution thereof in the event developments so warrant.

Syllabus

IN THE MATTER OF
STANDARD CONTAINER MANUFACTURERS ASSOCIA-
TION, INC. ET AL.

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 28, 1914

Docket 3289. Complaint, Jan. 3, 1938—Decision, Mar. 5, 1940

Where some twenty-six concerns composed of corporations, firms, and individuals, engaged in manufacture, sale, and distribution or in sale and distribution of wooden fruit and vegetable containers used in packing fruits and vegetables for transportation from the producers thereof to ultimate consumers, with principal offices and places of business in Georgia and Florida, and who, (1) shipped their products from their respective places of business to customers in other States and in Florida, as case might be, for use by producer purchasers in trade areas in question, in which were grown substantial percentage of fruits and vegetables produced in the United States, in preparing their products for transportation to markets in various States where products in question, thus containered, were distributed to wholesalers and retailers and others for ultimate distribution to the consuming public, and who, (2) with one exception, were or had been members of Association created by members for the promotion and protection of their interests, and who, (3) long prior to and but for acts and practices below set forth, were in active and substantial competition with each other in sale and distribution of products in aforesaid trade area consisting of southeastern portion of the United States and more particularly of Georgia and Florida, and with manufacturers of like products located in various other States, and (4) in case of Florida members sold greater portion of such products sold in said States and controlled and dominated wooden container industry therein and also practice of industry as a whole in such State—

- (a) Entered into and carried out understandings, agreements, combinations, and conspiracies, intent and effect of which were to restrict, restrain and monopolize and suppress and eliminate competition in the sale of unpatented wooden fruit and vegetable containers in trade and commerce among the several States and to which the said Association and three individuals, who were general officers thereof, and, with others, served as board of directors thereof, became parties, and in the carrying out of which they participated; and, in furtherance of such combinations and conspiracies
- (1) Entered into understandings and agreements to fix and maintain uniform and minimum prices, including uniform maximum discounts, brokerage fees, freight allowances and time limitation of contracts, and through medium of their said Association and two of said individuals, i. e., the president and secretary and directors thereof, and, acting in conformity with said understandings and agreements, did thus fix uniform and minimum prices, including maximum discounts, brokerage fees, and time limitations of contracts in sale of wooden fruit and vegetable containers and parts thereof;
- (2) Entered into understandings and agreements to curtail and did curtail production and sale of certain wooden fruit and vegetable containers and parts thereof; and