77TH CONGRESS, 2d Session } SENATE { DOCUMENT No. 197

# CONSENT DECREE IN SUITS AGAINST THE STANDARD OIL CO. (N. J.) ET AL.

COPY OF CONSENT DECREE ENTERED ON MARCH 25, 1942, BY THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY IN THE CASE OF

THE UNITED STATES OF AMERICA, *Plaintiff*

*v.*

STANDARD OIL CO. (NEW JERSEY) ET AL., *Defendants*

FOR ALLEGED VIOLATION OF THE ANTITRUST LAWS CONCERNING AGREEMENTS AS TO CERTAIN PATENTS

PRESENTED BY MR. O'MAHONEY

APRIL 6 (legislative day, MARCH 30), 1942.—Ordered to be printed

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# In the District Court of the United States for the District of New Jersey

CIVIL ACTION No. 2091

UNITED STATES OF AMERICA, PLAINTIFF

*v.*

STANDARD OIL COMPANY (NEW JERSEY)
STANDARD OIL COMPANY OF NEW JERSEY
STANDARD OIL DEVELOPMENT COMPANY
STANDARD OIL COMPANY OF LOUISIANA
STANDARD CATALYTIC COMPANY
JASCO, INC.
HYDRO ENGINEERING AND CHEMICAL COMPANY
WALTER C. TEAGLE
W. S. FARISH
FRANK A. HOWARD
P. L. YOUNG
WILLIAM E. CURRIE
WALTER SCHAEFER
HAROLD A. KOECHLING,
DEFENDANTS

## FINAL JUDGMENT

The complainant, United States of America, having filed its complaint herein on March 25, 1942; the defendants having appeared and filed their answers to such complaint denying the substantive allegations thereof; all parties hereto by their attorneys herein having severally consented to the entry of this final decree herein without trial or adjudication of any issue of fact or law herein and without admission by any party in respect of any such issue;

Now, therefore, before any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties hereto, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

### I

That this Court has jurisdiction of the subject matter herein and of all of the parties hereto; that the petition states a cause of action against each of the defendants under the Act of Congress of July 2, 1890, entitled "An Act To Protect Trade and Commerce Against Unlawful Restraints and Monopolies" and the acts amendatory thereof and supplemental thereto.

## II

### DEFINITIONS

When used in this decree the following terms have the meanings assigned respectively to them below:

### CORPORATIONS AND ASSOCIATIONS

"Standard" means Standard Oil Company, a corporation organized and existing under the laws of the State of New Jersey, with its registered office in Flemington, New Jersey, and having an office and place of business at New York, N. Y.

"Jersey" means the system composed of Standard and all corporations, companies, or associations owned or controlled by it, directly or indirectly.

"Delaware" means Standard Oil Company of New Jersey, a corporation organized and existing under the laws of the State of Delaware and having its principal office and place of business at New York, N. Y., which corporation is a wholly owned operating subsidiary of Standard.

"Development" means Standard Oil Development Company, a corporation organized and existing under the laws of the State of Delaware and having its principal office and place of business at New York, N. Y., which corporation is a wholly owned subsidiary of Standard.

"S. I. G." means Standard Catalytic Company (originally known as S. I. G. Company, subsequently as Standard-I. G. Company and now known as Standard Catalytic Company), a corporation organized and existing under the laws of the State of Delaware and having its principal office and place of business at New York, N. Y., all of the capital stock of which is now in the name of Standard, which controls the corporation.

"I. G." means I. G. Farbenindustrie Aktiengesellschaft, a corporation organized and existing under the laws of the German Reich and having its principal office and place of business at Frankfort am Main, Germany, and all corporations, companies, or associations owned or controlled by it, directly or indirectly.

"DAPG" means Deutsch-Amerikanische Petroleum Gesellschaft, a corporation organized and existing under the laws of the German Reich and having its principal office and place of business at Hamburg, Germany, which corporation is a subsidiary of Standard.

"Jasco" means Jasco Incorporated, a corporation organized and existing under the laws of the State of Louisiana and having its principal office and place of business at Baton Rouge, Louisiana, all of the capital stock of which is now owned by Development, which controls the corporation.

"Kellogg" means the M. W. Kellogg Company, a corporation organized and existing under the laws of the State of Delaware and having its principal office and place of business at Jersey City, New Jersey.

"Shell" means the Royal Dutch Company, a corporation duly organized and existing under the laws of Curacao, N. W. I., and Shell Transport and Trading Company, a corporation duly organized and

existing under the laws of the United Kingdom, and all corporations owned or controlled, directly or indirectly, by both or either of them.

"Indiana" means Standard Oil Company, a corporation organized and existing under the laws of the State of Indiana and having its principal office and place of business at Chicago, Illinois.

"Universal" means the Universal Oil Products Company, a corporation organized and existing under the laws of the State of Delaware having its principal office and place of business at Chicago, Illinois.

"C. R. A." means the association of Development, Shell Development Company, Texaco Development Corporation and Indiana, pursuant to memoranda dated October 12, 1938, August 15, 1939, April 17, 1940, and July 9, 1940, respectively, covering certain processes including catalytic refining, hydroforming, and hydro catalytic reforming for the refining of petroleum and its products.

CONTRACTS

(Wherever an agreement is defined below the definition shall be taken to include all amendments, renewals or extensions of the particular agreement defined)

"The Division of Fields Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit A, dated November 9, 1929, between Standard and I. G.

"Four Party Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit B, dated November 9, 1929, between Standard, Delaware, I. G. and S. I. G.

"Coordination Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit C, dated November 9, 1929, between Standard and I. G.

"German Sales Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit D, entered into on November 9, 1929, between I. G. and Standard, and also an agreement dated January 4, 1935, between I. G., Standard and N. V. De Bataafsche Petroleum Maatschappij, a copy of which is attached hereto and made a part hereof and marked Exhibit E.

"Hydrocarbon Synthesis Agreement" means, collectively, the agreements dated October 7, 1938, providing for the exploitation of the hydrocarbon synthesis process, in which the principal parties in interest are Jersey, I. G., S. I. G., Shell, Kellogg and Ruhrchemie Aktiengesellschaft.

"Polyco Agreement" means an agreement dated September 1, 1935, providing for the licensing of patents covering gas polymerization processes, in which the principal parties in interest are Kellogg, The Texas Company, Phillips Petroleum Company, Inc., Indiana, Development, Gasoline Products Company, Inc., and Polymerization Process Corporation.

"Juik Agreement" means, collectively, the agreements dated October 27, 1933, and January 1, 1938, between Standard, Development, Union Oil Company of California, Indiana, and Kellogg, providing for an association between the parties covering certain processes including deasphalting, dewaxing and solvent extraction processes for the refining of petroleum and its products, using propane and hexane and the phenol process separately or in combination.

"Sulphuric Acid Alkylation Agreement" means, collectively, the agreements dated April 12, 1939, between Development, Texaco Development Corporation, Shell Development Company, Anglo-Iranian Oil Company, Ltd., and Universal, providing for an association between the parties covering the combination of iso-paraffin and unsaturated hydrocarbons by the use of sulphuric acid as a catalyst.

"Hydrogenation Plan" means those several documents and agreements, contained in a printed volume entitled "Plan for Mutual Licensing of the Hydrogenation Process" and dated July 1, 1935, and covering the licensing of the hydrogenation process in the United States.

"Hague Memorandum" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit F, dated September 25, 1939 (effective as of September 1, 1939), signed at The Hague, Netherlands, by F. A. Howard for Development and Dr. F. Ringer for I. G., and thereafter adopted by Jersey and I. G., providing for the readjustment of their rights in Jasco.

"Trust Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit G, effective as of September 1, 1939, whereby I. G. delivers to trustees 50 percent of the issued capital stock of Jasco.

"Paraflow Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit H, dated April 1, 1932, between S. I. G. Development, I. G., and DAPG, relating to the exploitation of patent rights covering the product called Paraflow, an additive agent or material added to petroleum products to act as a pour point depressant.

"Mid-Continent Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit I, dated May 17, 1932, between Development and Mid-Continent Petroleum Corporation, a Delaware corporation, relating to the exploitation of patent rights covering the product called Paraflow, an additive agent or material added to petroleum products to act as a pour point depressant.

"Sonneborn Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit J, dated April 9, 1934, between Development and L. Sonneborn Sons, Inc., a Delaware corporation, relating to the exploitation of patent rights covering the product called Paraflow, an additive agent or material added to petroleum products to act as a pour point depressant.

"Socony-Vacuum Agreement" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit K, dated January 1, 1938, between Development, Socony-Vacuum Oil Company, Incorporated, a corporation of New York, and its subsidiaries, and Monsanto Chemical Company, a corporation of Delaware, and its subsidiaries, relating to the exploitation of patent rights covering the product called Paraflow, an additive agent or material added to petroleum products to act as a pour point depressant.

"Pölitz Agreement" means an agreement dated January 17, 1939, between I. G., S. I. G., Standard, and Delaware relating to the purchase of shares of Hydrierwerke Pölitz, A. G., with funds advanced by DAPG, said shares to be held by I. G. and voted in accordance with the interests of DAPG.

"Methanol Agreement" means an unsigned memorandum, a copy of which is attached hereto and made a part hereof and marked Exhibit L, dated September 24 1936, setting forth an agreement between Development and I. G. relating to licenses in the United States and Germany under their rights with regard to various processes, including processes for the manufacture of certain alcohols and chloride compounds.

"Trust Agreement of August 31, 1939" means an agreement, a copy of which is attached hereto and made a part hereof and marked Exhibit M, dated August 31, 1939, between Frank A. Howard, and W. E. Currie and P. L. Young as Trustees.

PROCESSES, FIELDS, AND PRODUCTS

"Hydrocarbon Field" means the definition elaborated in the Four Party Agreement (Exhibit B attached hereto) to define the processes placed by I. G. in the control of Jersey, generally comprising all operations carried on by the oil industry as distinguished from the chemical industry, describing such processes by the materials to be treated, and the products to be produced, and by a general description of other products according to the uses to which they are susceptible or for which they are intended.

DEFINITIONS

"Acrylonitrile" means the chemical compound having the formula $CH_2CHCN$ and the homologs thereof.

"Butyl" means the product of copolymerization of isobutylene and a small quantity of adiolefin.

"Buna-N" means Perbunan and is the product of copolymerization of butadiene and acrylonitrile.

"Buna-S" means the product of copolymerization of butadiene and styrene.

"Butadiene" means the hydrocarbon diolefin compound the chemical formula for which is $C_4H_6$ and its homologs.

"Methanol" means methyl alcohol.

"Polybutenes" means the product of polymerization of isobutylenes having a molecular weight of 800 or over and includes Vistanex, Oppanol and Paratone.

"Styrene" means the chemical compound, the chemical formula for which is $C_8H_8$ and its homologs.

"Toluene" means toluol and is the aromatic hydrocarbon compound, the chemical formula for which is $CH_3C_6H_5$.

"Acetylene Arc" process means a process for producing acetylene from natural or refinery gases by means of an electric arc.

"Alkacid" process means the process of that name used for scrubbing gases for the removal of hydrogen sulphide and carbon dioxide and other substances.

"Hydrocarbon Synthesis" means any process for the synthetic production of hydrocarbons directly by conversion of hydrogen and carbon monoxide and/or carbon dioxide.

"Hydroforming" means the processes of refining light distillates of petroleum utilizing a catalyst in the presence of hydrogen but resulting in no net consumption of hydrogen, referred to in the various C. R. A.

Memoranda, or licenses, as Hydroforming or Hydro Catalytic reforming.

"Hydrogenation" means a process whereby any carbonaceous materials are subjected to the action of hydrogen in the presence or absence of a catalyst to a degree or extent or in a manner to secure definitely determinable hydrogenation.

"Methane Steam" process means any process for the manufacture of hydrogen by reacting methane with steam in the presence of a catalyst.

"Paraflow" means a pour depressant for lubricating oil, being a synthetic product obtained by the aluminum chloride condensation of chlorinated paraffin wax on naphtholene.

GENERAL

"Patents" means (1) all United States patents existing on the date of the entry of this decree, including renewals, extensions, or reissues thereof, which any of the defendants, or any of their employees, agents, or nominees, hold title to, or any beneficial interest therein, or a right or power to license or sublicense thereunder, and (2) all other United States patents which any of the defendants or any of their employees, agents, or nominees, hold title to, or any beneficial interest in, or a right to license or to sublicense thereunder, not existing on the date of the entry of this decree but resulting thereafter from applications filed in the United States by any of the defendants, their employees, nominees, or agents, prior to said date, and (3) all other United States patents, which any of the defendants or any of their employees, agents, or nominees, hold title to, or any beneficial interest in, or a right to license or to sublicense thereunder, not existing on the date of the entry of this decree but resulting thereafter from the registration in the United States by any of the defendants, their employees, nominees, or agents, of any foreign patents existing as foreign patents on the date of the entry of this decree or issued thereafter as a result of applications filed outside the United States prior to said date. Patents as defined in this paragraph shall include all such patents involving in any way the compounding, manufacturing, processing, treatment, or utilization of any of the products or processes referred to in this decree.

"Future patents" means all United States patents, including renewals, extensions, or reissues thereof, which any of the defendants, or any of their employees, agents, or nominees, at any time, including after the date of the entry of this decree, holds title to, or any beneficial interest in, or a right or power to license or sublicense thereunder, other than those included under the definition of "patents" above given.

"S. I. G. Patents" means all patents which S. I. G. holds title to, or a right to license or to sublicense under, on the date of the entry of this decree, as well as all patents, title to which, or a right to license or to sublicense under, is thereafter transferred to S. I. G. as a result of the operation of this decree.

"Jasco Patents" means all patents which Jasco holds title to, or a right to license or to sublicense under, on the date of the entry of this decree, as well as all patents, title to which, or a right to license or to sublicense under, is thereafter transferred to Jasco as a result of the operation of this decree.

"Know-how" means all the practice, experience, and technical knowledge, useful to a licensee in his operations under any of the patents licensed under the terms of this decree, which is in the possession of any of the defendants on the date of the entry of this decree, or, useful to a licensee in his operations under any patents issued after said date which are subject to licensing under the terms of this decree, in the possession of any of the defendants on the date of issue of each of such patents: (1) which originated with Jersey or I. G.; (2) which did not originate with Jersey or I. G., but the transfer of which by the defendants is not prohibited by any existing contracts.

"Present Emergency" means the period of time extending from the date of the entry of this decree through the first six months after the cessation of hostilities between the United States and Germany, Italy, and Japan.

"Subsidiary" means any corporation, company, or association, more than 50 percent of the outstanding shares of stock of which is owned outright or beneficially by some other corporation, company or association, or the management or policy of which is directed, directly or indirectly, by some other corporation, company, or association.

"Control" means, when used as noun or verb, the power in, or the exercise, directly or indirectly, the management or policy of some other corporation, company, or association.

The Four-Party Agreement, the Division of Fields Agreement, the Coordination Agreement, the Hydrogenation Plan, the Paraflow Agreement, the Mid-Continent Agreement, the Sonneborn Agreement, the Socony-Vacuum Agreement, the Hague Memorandum, the Trust Agreement, the Methanol Agreement, the Hydrocarbon Synthesis Agreement and the Trust Agreement of August 31, 1939, and all contracts, agreements, understandings, arrangements, plans or programs of every nature whatsoever between Standard and I. G. or any of their subsidiaries, with the exception of the German Sales Agreement and the Politz Agreement, are hereby adjudged to be unlawful under the Antitrust Laws of the United States; and the defendants, their directors, officers, agents, employees, successors, and subsidiaries, and all persons acting under, through, or for any of them, are hereby individually enjoined and restrained from the further performance of any of their provisions.

## IV

The defendants, their directors, officers, agents, employees, successors, and subsidiaries, and all persons acting under, through, or for any of them, be and they hereby are individually ordered, directed and required:

(1) To discontinue completely all existing relations with I. G., except those required by the provisions of the German Sales Agreement and the Politz Agreement, and such other existing relations as may be approved by the Attorney General of the United States, or the Assistant Attorney General in charge of the Antitrust Division.

(2) To transfer to S. I. G. all their right to, title to, power and interest in all patents capable of being used in the fields of the practice of the following processes or the treatment, manufacture,

utilization, or compounding of the following products: Hydroforming, Paraflow, Hydrogenation, Methane Steam or other processes for the production of hydrogen, Hydrocarbon Synthesis, Methanol, Alkacid, Claus, and Asphalt Additives, and all patents which have been or are being exploited by S. I. G. or as to which either Jersey or I. G. have been or are under commitment to grant to S. I. G. the right to exploit, license, or to sublicense, and, in addition, all patents useful in the Hydrocarbon field and in respect of which Jersey or I. G. has assumed any commitment to the other; *provided*, however, that in connection with the patents under which Jersey is under no commitment to I. G., and which are principally useful in fields other than those above but are none the less capable of being used in said fields, Jersey shall be under no obligation to transfer to S. I. G. title thereto, but only a right to license or to sublicense; and *provided, further*, that save as set forth above, the right to sublicense shall be transferred only if it is impossible to transfer the right to license, and the right to license shall be transferred only if it is impossible to transfer title. This paragraph shall be applicable, but not limited to the patents listed on Schedule A attached hereto and made part hereof.

(3) To transfer to Jasco all their right to, title to, power and interest in all patents capable of being used in the fields of the practice of the following processes or the treatment, manufacture, utilization, or compounding of the following products: Butyl, Perbunan or Buna-N, Buna-S, Polybutenese, Paraffin Oxidation, Acetylene, Arc, Styrene, Acrylonitrile and Butadiene, and all other patents which have been or are being exploited by Jasco, or as to which Jersey or I. G. have been or are under commitment to grant to Jasco the rights to exploit, to license, or to sublicense, and, in addition, all patents not useful in the Hydrocarbon field and in respect of which Jersey or I. G. have assumed any commitment to the others; *provided*, however, that, in connection with patents under which Jersey is under no commitment to I. G., and which are principally useful in fields other than those described above but are none the less capable of being used in said fields, Jersey shall be under no obligation to transfer to Jasco title thereto, but only a right to license or to sublicense; and *provided*, that, in amplification of the definition of "patents" above given, the butyl patents to be transferred to Jasco under the provisions of this decree shall include not only those in existence on the date of the entry of this decree and those issuing upon applications in existence on the date of the entry of this decree, but also those issued at any time thereafter until termination of the present emergency, based upon applications filed before or after the date of entry of this decree; and *provided*, that the defendants shall not, anything in this decree to the contrary notwithstanding, be required to license such butyl patents issued after the date of entry of this decree, unless the licensee agrees to grant back operating rights under its patents issued after the entry of the decree, but during the period of the emergency, relating to butyl rubber as hereinabove in Article II defined; and *provided, further*, that save as set forth above the right to sublicense shall be transferred only if it is impossible to transfer the right to license, and the right to license shall be

transferred only if it is impossible to transfer title. This paragraph shall be applicable, but not limited, to the patents listed in Schedule B attached hereto and made a part hereof.

(4) To transfer to either S. I. G. or Jasco the title to all patents, not included in paragraphs (2) or (3) above, or in Schedule A or B, title to which is now held by W. E. Currie or P. L. Young, as trustees, and all other patents originating with I. G. to which Jersey or any of its employees, nominees, or agents holds title, or the right to transfer title.

(5) To issue licenses or sublicenses, or to direct and compel the licensing agency to so do, on the request of any person or corporation, under the S. I. G. patents and under the Jasco patents, without restriction as to the products to be treated or manufactured or as to the technique to be employed or as to the use to be made of such patents, or as to the price to be charged for any of the products manufactured under such licenses or sublicenses, and without any other restriction whatsoever, save that reasonable royalty rates may be charged under said licenses or sublicenses in connection with operations after the present emergency, for the duration of which said licenses or sublicenses shall be royalty free; *provided, however*, that with respect to patents under which Jersey is under no commitment to I. G., and which are principally useful in fields other than Hydroforming, Paraflow, Hydrogenation, Methane, Steam, or other processes for the production of hydrogen, Hydrocarben Synthesis, Methanol, Alkacid, Claus, Asphalt Additives, Butyl, Perbunan or Buna-N, Buna-S, Polybutenes, Paraffin Oxidation, Acetylene Arc, Styrene, Acrylenitrile, and butadiene, but which are none the less capable of being used in said fields, Jersey shall be required to issue licenses thereunder, for use in the above-mentioned fields, in accordance with the provisions of this decree requiring the licensing of S. I. G. and Jasco patents, and, if the licensee wishes to use said patents for any other purpose, this decree shall have no application thereto; and *provided*, that the defendants shall be under no obligation for the duration of the present emergency to grant licenses to any member of C. R. A. under any hydroforming patents owned by Jersey and which originated with Jersey, unless said member agrees reciprocally to license Jersey under its own hydroforming patents, and *provided*, that the defendant shall be free to collect royalties at any time on licenses under patents issued after the date of the entry of this decree except that with regard to operations conducted during the present emergency, no royalties shall be collected on United States patents hereafter resulting from the registering in the United States after the date of entry of this decree of patents issued abroad which, if they had been originally U. S. patents, would belong to S. I. G. or Jasco hereunder, and *provided further*, that the defendants shall be free at any time to receive a reasonable compensation from licensees for the supply of know-how furnished, in accordance with the provisions of paragraph (6) below, with all licenses under Butyl patents.

(6) To furnish with all licenses issued under paragraph (5) above know-how without compensation therefor, save that the cost of furnishing know-how may be recovered from the licensee, which cost shall include the value of the time spent by defendant's

personnel in furnishing said know-how, and save that a reasonable compensation may be received for know-how furnished with licenses under Butyl patents.

(7) To revise existing licenses under patents covered by paragraphs (2) and (3) above in order to conform said licenses to the royalty provisions of this decree; *provided*, however, that this paragraph IV (7) shall not change in any way the obligation of the defendants to grant such further licenses or rights to such licenses as are provided for in this decree, and provided further that the defendants are further enjoined from enforcing any rights under such existing licenses which would derogate from the right of such licensees to receive further licenses as provided for in this decree; and provided further that the right of the licensees to cancel existing license agreements is hereby expressly granted.

(8) With regard to all patents, title to which or the right to license or to sublicense thereunder, is held under the terms and conditions of either the Juik Agreement, the Sulfuric Acid Alkylation Agreement, or the Polyco Agreement, (a) for the duration of the present emergency, to issue licenses or sublicenses on the request of any person or corporation, in accordance with the terms and conditions of said agreements, and to furnish know-how therewith, (b) after the termination of the present emergency, to issue licenses or sublicenses on the request of any person or corporation, and to furnish know-how therewith, without restriction as to the products to be treated or manufactured or as to the technique to be employed or as to the use to be made of such patents, or as to the price to be charged for any of the products manufactured under such licenses or sublicenses, and without any other restriction whatsoever, save that reasonable royalty rates may be charged, and to refrain from bringing any patents or future patents under the terms and conditions of said agreements without the consent of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, (c) to initiate and carry on in good faith with all diligence, negotiations with the other parties to the above-mentioned agreements with the object of changing and amending said agreements so as to make possible the carrying out of the provisions of this paragraph (8), *provided*, however, that the defendants shall not be held to be in contempt of court for failure to carry out any of the provisions of this paragraph (8) to the extent that such failure is caused by the refusal of the other parties to the above-mentioned agreements to agree to the changes and amendments thereof necessary for the carrying out by the defendants of the provisions of this paragraph (8).

(9) To file with the Attorney General of the United States, or the Assistant Attorney General in charge of the Antitrust Division, copies of all applications for licenses under the terms of this decree, immediately upon receipt thereof, and of all licenses issued, and to furnish the Attorney General of the United States, or the Assistant Attorney General in charge of the Antitrust Division, with full information as to the status of all negotiations between applicants and any of the defendants or a licensing agency with regard to the failure to grant a license or sub-

license where an application therefor has been pending for a 90-day period.

(10) In case of failure by any defendant to agree with the applicant for a license as to any of the terms thereof, or in case of dispute between any of the defendants and the Attorney General of the United States, or the Assistant Attorney General in charge of the Antitrust Division, with regard to whether or not the terms of a license are in accordance with the provisions of this decree, to issue the license or sublicense applied for in a form approved by the Attorney General of the United States, or the Assistant Attorney General in charge of the Antitrust Division, and subject to review and modification by this court as to the terms thereof.

(11) Without limiting the operation of any other provision of this decree, to make available to the public at reasonable royalty rates appropriate patent licenses and know-how for the manufacture and sale of the products set forth in Schedule 3 attached hereto and made a part hereof, provided, however, that the defendant shall not be under any obligation to make available any licenses under patent rights owned by Standard Alcohol Company.

(12) To furnish the Attorney General of the United States or the Assistant Attorney General in charge of the Antitrust Division, upon request with statements setting forth costs, broken down in detail, for the production of the following: ethyl alcohol, methyl alcohol, butyl rubber, Perbunan or Buna-N rubber, Buna-S rubber, butadiene, toluene or toluol, styrene, acrylonitrile and aviation gasoline (including base stock and blending agents), such statements to be based upon Jersey's operations, or, in case any of the stated products have not been produced by Jersey, upon Jersey's best estimates; with separate figures reflecting in convenient form the capital outlay requirements for production of the above stated products, and with prices at which such products are, or are to be sold.

(13) To furnish the Attorney General of the United States or the Assistant Attorney General in charge of the Antitrust Division, with a statement of the royalty rates at present charged on Jasco or S. I. G. licenses granted for manufacture under Government contracts, this statement to include, but not to be limited to, rates charged with reference to such contracts for the production of aviation gasoline, synthetic rubber, butadiene, styrene, acrylonitrile, toluene or toluol, *provided*, however, that the Attorney General of the United States or the Assistant Attorney General in charge of the Antitrust Division, shall in no event divulge to any persons other than official representatives of the United States Government any of the information furnished by the defendants in accordance with the provisions of paragraph (12), and this paragraph (13).

(14) To being about within one year after the entry of this decree, the dissolution of Hydro Patents Co., Inc., and Hydro Engineering and Chemical Co., Inc., *provided*, however, that the defendants shall not be held to be in contempt of court for failure to carry out the requirement of this paragraph (14) to the extent that such failure is caused by the refusal of the other shareholders in the above-mentioned corporations to agree to the dissolution thereof.

## V

The defendants and their directors, officers, agents and employees, successors and subsidiaries, and all persons acting under, through, or for their successors or subsidiaries, or any of them, be and they hereby are individually enjoined and restrained from:

(1) Entering into, abiding by, carrying out, or enforcing directly or indirectly, with I. G., any general plan or program to effect the transfer as between the parties of any rights under patents or future patents, United States or foreign, notwithstanding the definition of patents in this decree, except upon giving contemporaneous notice thereof to the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division; or performing any act in continuation of the Four Party Agreement outside the United States to the extent that such is permitted under Section VI of this decree, except upon giving contemporaneous notice thereof to the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division; or entering into, abiding by, carrying out, or enforcing directly or indirectly, with I. G., any individual contract or agreement *not* forming a part of a plan or program to effect the transfer as between the parties of any rights under patents or future patents without notifying the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, of the existence of such individual contract or agreement, and filing a copy thereof with the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, within thirty days after the execution of such individual contract or agreement.

(2) Entering into, abiding by, carrying out, or enforcing, directly or indirectly, any contract, agreement, understanding, arrangement, plan, or program with any person, corporation, company or association, (a) to divide sales territories, or restrict production or agree not to manufacture; (b) not to sell products in, or not to export products from, any specified territory; (c) to allow any other company to sell without competition from either party in any market of the world; (d) to refrain from competition in any product; (e) to keep any third party out of any market; and (f) not to develop, manufacture, use, or sell processes or products having to do with either the oil field or the chemical field or any other field of industry, provided, however, that the injunctive provision of this subsection (f) of this paragraph (2) shall not be applicable to individual contracts entered into by defendant Standard, which contracts are not part of a broader plan or program between Standard and the other party or parties to the contract.

(3) Accounting to I. G. in respect of receipts from the subject matter covered by the Hague Memorandum, or any other agreement declared illegal by the terms of this decree.

(4) Carrying out, abiding by, adhering to, or following any of the several memoranda dated October 12, 1938, October 13, 1938, August 15, 1939, April 17, 1940, and July 9, 1940, creating C. R. A., copies of which are attached hereto and made a part hereof and marked respectively exhibits N, O, P, Q, and R.

(5) Carrying out, abiding by, adhering to, or following any of the provisions, or any extensions, interpretations, or amendments thereof, of the letter concerning C. R. A. dated May 11, 1940, executed by I. G., a copy of which is attached hereto and made a part hereof and marked exhibit S.

(6) Carrying out, abiding by, adhering to, or following any of the agreements dated October 7, 1938, and January 1, 1940, between Development, S. I. G., and I. G., and the guarantees thereof by Standard, relating to the exploitation of the hydrocarbon synthesis process, copies of which are attached hereto and made a part hereof and marked respectively exhibits T and U.

(7) Curtailing, restricting, limiting, shutting back, or refraining from, directly or indirectly, the export from, the import into, or the production within, the United States or any of its territories, of any petroleum or petroleum products in accordance with or by reason of an understanding in the form which it has taken from time to time since the year 1928, and to which Jersey and Shell are the principal parties in interest, or any like or similar agreement, understanding, or undertaking between Jersey and any other person, firm, or corporation, *provided*, however, that the prohibitions contained in this paragraph (7) shall not be applicable to any activities of the defendants performed in carrying out an arrangement between Jersey and the Socony-Vacuum Oil Company, Inc., or its successors regarding the supply of petroleum products for aviation use outside the United States, and known as Intava.

## VI

None of the prohibitions contained in paragraphs (2) and (7) of Section V above nor the declaration of invalidity and injunction against further performance of the Four Party Agreement in Section III above, shall have any effect with respect to operations or activities outside the United States, its territories and the District of Columbia not violative of the Antitrust Laws or to operations and activities within the United States, its territories and the District of Columbia relating exclusively to acts and operations outside the United States, its territories and the District of Columbia not violative of the Antitrust Laws, or to operations and activities, wherever performed, authorized and permitted by the Act of Congress of April 10, 1918, commonly called the Webb-Pomerene Act, or by acts amendatory thereto.

## VII

Nothing contained in this decree shall affect or diminish any right, title, or interest of the defendants, their successors, subsidiaries, or assigns in or to or under any presently existing patents, licenses under such patents, patent applications, assignments of such patents or of such patent applications, trade-marks, trade names, or shares of corporate stock, or impair any rights or remedies of said defendants, their successors, subsidiaries or assigns, provided by statute or convention, and by suits for damages, injunction or other remedy with respect to any such patents, licenses under such patents, patent applications,

assignments of such patents or of such patent applications, trademarks, trade names, or shares of corporate stock, *provided*, however, that the patents, licenses under such patents, patent applications, assignments of such patents or of such patent applications, trademarks, trade names, and shares of corporate stock above mentioned shall, notwithstanding the definition of patents in this decree, be taken to include those of foreign countries as well as of the United States.

VIII

Nothing in this decree shall be construed to restrict or prohibit the exercise of the right of the Department of Justice, which right is hereby specifically reserved, to take such other action, civil or criminal, against the defendants in this action, as it may see fit in connection with any existing patent pool or contract or other arrangement involving patents to which any of the defendants are present parties, *provided*, however, that this Section VIII shall not be applicable to such agreements or arrangements as are specifically named in Section III above.

IX

For the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General and on reasonable notice to any one of the defendant corporations made to the principal office of such defendant corporation, be permitted, subject to any legally recognized privilege (1) access, during the office hours of such defendant corporation, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendant corporation, relating to any matters contained in this decree, (2) subject to the reasonable convenience of such defendant corporation and without restraint or interference from them, to interview officers or employees of such defendant corporation, who may have counsel present, regarding any such matters, and (3) such defendant corporation, on such request, shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this decree: *Provided, however*, that information obtained by the means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this decree in which the United States is a party or as otherwise required by law.

X

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

XI

Nothing in this decree shall be construed to restrict or prohibit in any way any action taken by any defendant, its successors, subsidiaries, officers, or employees in good faith and within the fair intendment of the letter of the Attorney General of the United States to the General Counsel of the Office of Production Management, dated April 29, 1941, (a copy of which is attached hereto as Exhibit V), or with any amendment or amplification thereof by the Attorney General, or in accordance with any arrangement of similar character between the Attorney General and any National Defense Agency in effect at the time, provided such letter or arrangement has not at the time of such action been withdrawn or cancelled with respect thereto.

XII

The Alien Property Custodian, having entered a formal appearance in this proceeding and having become a party herein, hereby consents to the entry of this decree and agrees to be bound by the provisions thereof. Pursuant to such consent and this agreement to be bound, the Alien Property Custodian further agrees to execute such further transfers of property to S. I. G. or Jasco as may be necessary to carry out the provisions of the decree, including the provisions of the decree limiting or prohibiting royalties under those patents and providing for compulsory licensing under them. The consent of the Alien Property Custodian to the entry of this decree and this agreement to be bound, however, shall not affect such further rights of the Alien Property Custodian to any property or the proceeds thereof, or rights therein, as may remain unaffected by the terms of this decree, and all such right, title, and interest of the Alien Property Custodian in any property or the proceeds thereof as between the Alien Property Custodian and any of the defendants is hereby expressly reserved.

This 25th day of March, 1942.

(Signed) WILLIAM F. SMITH,
*Justice, U. S. D. J.*

We hereby consent to the entry of the foregoing final judgment.

For the Plaintiff:

(Signed) THURMAN ARNOLD,
*Assistant Attorney General.*

(Signed) CHARLES M. PHILLIPS,
*United States Attorney.*

(Signed) LEO T. CROWLEY,
*Alien Property Custodian, M. J.*

(Signed) EDWARD P. HODGES,
(Signed) HERBERT A. BERMAN,
(Signed) PATRICK A. GIBSON,
(Signed) ROBERT M. HUNTER,
*Special Assistants to the Attorney General.*

(Signed) JOHN R. JACOBS, Jr.,
(Signed) WEBB G. ELLIS,
*Special Attorneys.*

For the Defendants:
DAVIS, POLK, WARDWELL, GARDINER & REED.

By
(Signed) JOHN W. DAVIS,
(Signed) EDWARD F. JOHNSON,
(Signed) F. R. LOOSBOUROW.

## SCHEDULE A

### U. S. PATENTS

| | | | | |
|---|---|---|---|---|
| 1,558,559 | 1,937,554 | 2,127,577 | 1,938,088 | 1,849,675 |
| 1,569,775 | 1,937,588 | 2,132,855 | 2,028,472 | 1,851,726 |
| 1,643,663 | 1,938,542 | 2,149,900 | 2,063,623 | 1,854,146 |
| 1,684,640 | 1,949,109 | 2,154,527 | 2,111,126 | 1,856,186 |
| 1,698,602 | 1,954,096 | 2,159,077 | 2,130,024 | 1,863,212 |
| 1,743,214 | 1,955,014 | 2,159,140 | 2,147,315 | 1,863,586 |
| 1,766,763 | 1,955,829 | 2,159,511 | 2,189,924 | 1,864,856 |
| 1,788,170 | 1,955,861 | 2,165,940 | 2,258,806 | 1,865,183 |
| 1,791,568 | 1,957,787 | 2,167,004 | 2,271,093 | 1,868,127 |
| 1,798,288 | 1,959,175 | 2,170,976 | 1,990,217 | 1,868,919 |
| 1,801,382 | 1,959,924 | 2,177,376 | 2,011,386 | 1,868,920 |
| 1,818,165 | 1,960,794 | 2,183,145 | 2,053,650 | 1,868,921 |
| 1,823,116 | 1,960,972 | 2,183,146 | 2,176,441 | 1,869,736 |
| 1,823,468 | 1,960,977 | 2,191,156 | 1,782,590 | 1,878,509 |
| 1,835,425 | 1,961,982 | 2,191,157 | 1,889,942 | 1,881,490 |
| 1,835,426 | 1,963,759 | 2,194,186 | 1,900,751 | 1,881,691 |
| 1,841,910 | 1,965,956 | 2,203,842 | 1,911,498 | 1,881,692 |
| 1,844,998 | 1,966,624 | 2,206,729 | 1,984,971 | 1,881,861 |
| 1,845,058 | 1,969,422 | 2,207,581 | 2,157,318 | 1,882,712 |
| 1,845,439 | 1,970,248 | 2,211,022 | 2,168,150 | 1,882,813 |
| 1,845,555 | 1,973,833 | 2,215,190 | 1,988,543 | 1,884,093 |
| 1,851,762 | 1,975,475 | 2,215,869 | 1,988,543 | 1,889,926 |
| 1,857,814 | 1,979,841 | 2,215,876 | 2,008,978 | 1,889,932 |
| 1,859,314 | 1,983,234 | 2,220,261 | 2,038,572 | 1,889,952 |
| 1,863,670 | 1,983,241 | 2,221,952 | 2,191,295 | 1,893,804 |
| 1,876,009 | 1,984,596 | 2,227,671 | 1,988,543 | 1,894,126 |
| 1,876,270 | 1,988,019 | 2,227,672 | 1,504,624 | 1,894,140 |
| 1,881,968 | 1,989,822 | 2,234,568 | 1,591,526 | 1,894,255 |
| 1,881,969 | 1,990,708 | 2,238,240 | 1,631,823 | 1,894,764 |
| 1,889,251 | 1,993,226 | 2,238,851 | 1,673,620 | 1,899,582 |
| 1,890,434 | 1,994,058 | 2,242,463 | 1,678,630 | 1,904,477 |
| 1,890,436 | 1,994,075 | 2,248,099 | 1,681,335 | 1,904,586 |
| 1,890,437 | 1,995,647 | 2,251,554 | 1,684,634 | 1,905,520 |
| 1,890,438 | 1,996,008 | 2,254,748 | 1,687,118 | 1,906,462 |
| 1,890,439 | 1,996,009 | 2,254,806 | 1,704,732 | 1,907,812 |
| 1,894,116 | 1,998,595 | 2,274,639 | 1,732,371 | 1,909,145 |
| 1,894,257 | 2,002,997 | 1,913,940 | 1,748,315 | 1,910,910 |
| 1,895,764 | 2,005,192 | 1,913,941 | 1,751,955 | 1,911,505 |
| 1,895,769 | 2,006,996 | 1,543,357 | 1,760,289 | 1,911,586 |
| 1,904,476 | 2,028,348 | 1,723,772 | 1,766,699 | 1,913,968 |
| 1,904,521 | 2,035,133 | 1,751,117 | 1,766,718 | 1,916,824 |
| 1,908,286 | 2,038,599 | 1,776,876 | 1,775,640 | 1,916,836 |
| 1,910,050 | 2,039,259 | 1,790,248 | 1,775,674 | 1,919,730 |
| 1,910,051 | 2,045,794 | 1,790,249 | 1,776,193 | 1,922,491 |
| 1,914,727 | 2,045,795 | 1,793,136 | 1,778,447 | 1,922,918 |
| 1,917,324 | 2,054,776 | 1,818,579 | 1,783,726 | 1,923,571 |
| 1,919,857 | 2,058,789 | 1,857,799 | 1,783,757 | 1,923,583 |
| 1,920,886 | 2,059,495 | 1,869,825 | 1,787,951 | 1,923,652 |
| 1,920,887 | 2,068,868 | 1,882,977 | 1,788,204 | 1,925,551 |
| 1,920,888 | 2,087,608 | 1,898,527 | 1,794,865 | 1,925,566 |
| 1 921,477 | 2,091,831 | 1,898,967 | 1,803,855 | 1,927,244 |
| 1,921,478 | 2,093,096 | 1,921,856 | 1,812,398 | 1,929,649 |
| 1,922,499 | 2,098,400 | 1,931,492 | 1,813,514 | 1,933'434 |
| 1,922,542 | 2,100,352 | 1,934,836 | 1,814,410 | 1,934,007 |
| 1,923,576 | 2,100,353 | 1,938,087 | 1,818,158 | 1,936,453 |
| 1,930,468 | 2,100,354 | 1,957,743 | 1,822,349 | 1,937,619 |
| 1,931,549 | 2,115,336 | 1,957,744 | 1,822,351 | 1,938,086 |
| 1,931,550 | 2,116,061 | 1,977,992 | 1,823,503 | 1,941,884 |
| 1,932,186 | 2,116,081 | 2,000,224 | 1,828,380 | 1,944,420 |
| 1,932,365 | 2,118,940 | 2,038,566 | 1,838,893 | 1,945,583 |
| 1,932,369 | 2,119,647 | 2,042,285 | 1,840,287 | 1,945,907 |
| 1,932,673 | 2,120,295 | 2,056,911 | 1,840,649 | 1,945,960 |
| 1,933,069 | 2,127,382 | 2,083,795 | 1,842,906 | 1,946,108 |
| 1,934,001 | 2,127,383 | 2,111,579 | 1,847,095 | 1,946,109 |

## SCHEDULE A—Continued

### U. S. PATENTS—Continued

| | | | | |
|---|---|---|---|---|
| 1,950,811 | 2,098,779 | 2,225,045 | 1,940,651 | 2,209,190 |
| 1,952,459 | 2,099,475 | 2,228,118 | 1,940,652 | 2,232,909 |
| 1,955,025 | 2,104,097 | 2,242,321 | 1,940,653 | 2,238,594 |
| 1,958,648 | 2,104,956 | 2,245,157 | 1,944,236 | 2,248,734 |
| 1,960,348 | 2,106,446 | 2,247,465 | 1,944,639 | 2,256,622 |
| 1,960,974 | 2,106,960 | 2,250,949 | 1,948,378 | 2,256,969 |
| 1,963,245 | 2,113,162 | 2,253,093 | 1,948,407 | 2,264,427 |
| 1,964,891 | 2,115,553 | 2,254,745 | 1,948,408 | 2,266,161 |
| 1,965,390 | 2,119,350 | 2,257,173 | 1,949,230 | 2,274,064 |
| 1,965,952 | 2,119,651 | 2,257,213 | 1,949,231 | 2,268,094 |
| 1,967,665 | 2,120,296 | 2,271,942 | 1,949,630 | 1,904,439 |
| 1,967,691 | 2,122,903 | 2,274,750 | 1,949,631 | 1,904,440 |
| 1,971,301 | 2,125,343 | 1,702,899 | 1,949,632 | 1,904,441 |
| 1,973,834 | 2,128,958 | 1,838,547 | 1,950,308 | 1,904,592 |
| 1,973,851 | 2,133,496 | 1,838,548 | 1,950,309 | 1,904,593 |
| 1,975,476 | 2,134,333 | 1,843,880 | 1,951,725 | 1,915,362 |
| 1,986,238 | 2,137,602 | 1,851,580 | 1,951,792 | 1,915,363 |
| 1,987,092 | 2,140,545 | 1,870,792 | 1,953,039 | 1,934,029 |
| 1,988,873 | 2,141,731 | 1,872,011 | 1,954,972 | 1,934,075 |
| 1,990,213 | 2,143,393 | 1,881,534 | 1,954,993 | 1,943,821 |
| 1,993,386 | 2,144,409 | 1,884,269 | 1,955,253 | 1,948,338 |
| 1,998,626 | 2,147,838 | 1,894,770 | 1,955,268 | 1,951,774 |
| 2,007,754 | 2,152,454 | 1,894,785 | 1,955,297 | 1,955,290 |
| 2,008,953 | 2,153,644 | 1,902,015 | 1,955,862 | 1,970,695 |
| 2,017,557 | 2,154,676 | 1,904,133 | 1,960,203 | 1,998,401 |
| 2,018,619 | 2,157,332 | 1,904,218 | 1,960,204 | 2,028,326 |
| 2,018,871 | 2,159,148 | 1,908,338 | 1,960,206 | 2,084,511 |
| 2,020,703 | 2,159,175 | 1,912,136 | 1,960,207 | 2,112,387 |
| 2,020,713 | 2,161,663 | 1,915,618 | 1,963,385 | 2,125,743 |
| 2,020,714 | 2,163,922 | 1,916,441 | 1,966,790 | 2,135,058 |
| 2,022,279 | 2,164,762 | 1,920,140 | 1,981,727 | 2,137,101 |
| 2,025,490 | 2,165,372 | 1,933,047 | 1,981,811 | 2,209,492 |
| 2,028,308 | 2,165,373 | 1,933,107 | 1,988,731 | 2,229,199 |
| 2,028,349 | 2,168,933 | 1,933,108 | 1,995,604 | 2,271,214 |
| 2,041,234 | 2,173,482 | 1,933,503 | 2,006,177 | 1,815,022 |
| 2,045,747 | 2,179,829 | 1,933,508 | 2,009,717 | 1,934,068 |
| 2,055,135 | 2,184,697 | 1,934,023 | 2,018,772 | 2,015,748 |
| 2,055,633 | 2,185,405 | 1,934,028 | 2,025,384 | 2,049,058 |
| 2,056,914 | 2,187,872 | 1,934,031 | 2,031,961 | 2,069,274 |
| 2,060,230 | 2,189,062 | 1,934,037 | 2,042,298 | 2,087,682 |
| 2,060,356 | 2,191,794 | 1,934,054 | 2,042,306 | 2,135,044 |
| 2,060,447 | 2,195,747 | 1,934,055 | 2,106,973 | 2,161,987 |
| 2,063,596 | 2,196,016 | 1,934,056 | 2,112,292 | 2,174,246 |
| 2,067,311 | 2,197,768 | 1,934,062 | 2,123,623 | 2,209,462 |
| 2,083,125 | 2,197,769 | 1,934,063 | 2,160,136 | 2,240,583 |
| 2,085,129 | 2,203,470 | 1,934,093 | 2,161,974 | 2,246,311 |
| 2,086,856 | 2,210,148 | 1,940,050 | 2,167,339 | 2,249,317 |
| 2,090,813 | 2,216,257 | 1,940,648 | 2,192,125 | |
| 2,094,476 | 2,223,184 | 1,940,649 | 2,202,401 | |
| 2,097,605 | 2,224,003 | 1,940,650 | 2,204,193 | |

## Schedule B

### United States Patents

| | | | | |
|---|---|---|---|---|
| 1,789,873 | 2,211,032 | 1,931,859 | 1,977,155 | 2,184,966 |
| 1,809,445 | 2,216,958 | 1,932,613 | 1,984,957 | 2,202,363 |
| 1,814,420 | 2,222,967 | 1,940,400 | 1,988,032 | 2,213,423 |
| 1,823,495 | 2,230,894 | 1,943,427 | 1,992,598 | 2,255,396 |
| 1,826,846 | 2,234,076 | 1,965,566 | 2,002,003 | 2,258,268 |
| 1,827,285 | 2,248,107 | 1,965,961 | 2,013,996 | 2,270,285 |
| 1,832,450 | 2,260,475 | 1,965,962 | 2,029,120 | 2,273,158 |
| 1,838,234 | 2,065,474 | 1,977,988 | 2,074,530 | 2,131,196 |
| 1,851,104 | 2,106,232 | 1,981,384 | 2,074,619 | 2,139,038 |
| 1,859,686 | 2,130,507 | 1,990,229 | 2,077,586 | 2,152,828 |
| 1,860,681 | 2,172,403 | 2,000,222 | 2,079,976 | 2,170,439 |
| 1,864,078 | 2,180,081 | 2,003,584 | 2,081,770 | 2,176,194 |
| 1,874,546 | 2,248,749 | 2,008,490 | 2,093,146 | 2,178,808 |
| 1,879,543 | 1,732,381 | 2,015,347 | 2,102,751 | 2,181,144 |
| 1,880,918 | 1,795,549 | 2,055,095 | 2,153,578 | 2,181,158 |
| 1,882,976 | 1,799,787 | 2,056,984 | 2,153,985 | 2,189,873 |
| 1,885,653 | 1,832,428 | 2,059,201 | 2,160,452 | 2,201,871 |
| 1,896,491 | 1,841,055 | 2,059,232 | 2,207,071 | 2,205,108 |
| 1,896,493 | 1,882,978 | 2,095,338 | 2,213,267 | 2,216,253 |
| 1,898,522 | 1,900,739 | 2,095,473 | 2,215,854 | 2,220,930 |
| 1,901,044 | 1,919,752 | 2,102,726 | 2,215,867 | 2,229,661 |
| 1,901,045 | 1,923,569 | 2,146,018 | 2,215,875 | 2,235,127 |
| 1,901,354 | 1,944,153 | 2,158,650 | 2,256,174 | 2,240,582 |
| 1,906,667 | 1,955,046 | 2,193,321 | 1,811,130 | 2,243,470 |
| 1,908,482 | 2,004,521 | 2,216,222 | 1,885,060 | 2,243,658 |
| 1,911,672 | 2,145,059 | 2,216,238 | 1,891,203 | 2,244,021 |
| 1,911,729 | 2,184,164 | 2,228,925 | 1,914,326 | 2,248,071 |
| 1,915,745 | 2,207,070 | 2,230,582 | 1,935,207 | 2,255,388 |
| 1,921,867 | 2,227,953 | 2,247,741 | 1,985,844 | 2,257,167 |
| 1,924,227 | 2,243,191 | 1,746,934 | 1,986,241 | 2,271,636 |
| 1,926,424 | 2,259,195 | 1,757,454 | 1,998,350 | 2,275,164 |
| 1,929,373 | 2,265,641 | 1,794,004 | 2,005,042 | 1,988,479 |
| 1,932,390 | 2,274,358 | 1,828,372 | 2,048,662 | 2,209,215 |
| 1,935,733 | 1,757,455 | 1,856,639 | 2,049,019 | 2,275,135 |
| 1,938,730 | 1,762,688 | 1,880,924 | 2,073,054 | 1,904,452 |
| 1,938,731 | 1,788,799 | 1,881,853 | 2,084,500 | 2,038,617 |
| 1,938,751 | 1,823,983 | 1,892,973 | 2,084,501 | 2,052,165 |
| 1,953,468 | 1,834,866 | 1,894,763 | 2,087,616 | 2,068,854 |
| 1,973,000 | 1,864,058 | 1,902,351 | 2,097,468 | 2,156,266 |
| 1,979,946 | 1,871,082 | 1,904,426 | 2,110,833 | 2,274,057 |
| 1,979,947 | 1,872,774 | 1,907,855 | 2,121,367 | 2,165,820 |
| 1,991,367 | 1,874,322 | 1,926,575 | 2,121,368 | 2,183,148 |
| 2,008,491 | 1,880,677 | 1,941,077 | 2,124,235 | 1,888,978 |
| 2,067,304 | 1,909,295 | 1,942,131 | 2,143,370 | 1,904,582 |
| 2,080,363 | 1,912,123 | 1,945,592 | 2,149,265 | 2,015,703 |
| 2,140,048 | 1,920,344 | 1,951,789 | 2,156,070 | 2,049,043 |
| 2,175,082 | 1,921,381 | 1,960,326 | 2,174,756 | 2,087,585 |
| 2,180,082 | 1,925,525 | 1,961,980 | 2,211,429 | 2,121,998 |
| 2,180,083 | 1,927,840 | 1,972,476 | 2,227,659 | 2,129,735 |
| 2,194,416 | 1,927,841 | 1,973,840 | 2,232,331 | 2,135,068 |
| 2,209,746 | 1,931,501 | 1,975,480 | 2,274,584 | |

SCHEDULE C

| | |
|---|---|
| Ethyl Alcohol | Formaldehyde |
| Ethylene Glycole | Acetaldehyde |
| Acetic Acid | Methylvinyl Ketone |
| Acetic Anhydride | Monovinyl Acetate |
| Synthetic Ammonia | Polyvinyl Acetate |
| Synthetic Glycerine | Chlorinated Butadiene |

EXHIBIT V

APRIL 29, 1941.

JOHN LORD O'BRIEN, Esquire,
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DEAR JOHN: The marshaling of the nation's industrial assets for a maximum productive effort in the national defense will doubtless require the allocation of orders, the curtailment of some kinds of production so as to increase production in defense fields, and the establishment of priorities and price ceilings. Furthermore, many of these steps must necessarily affect the production of goods used to satisfy our normal needs, as well as the production of materials and implements used directly in our defense effort.

Some of these acts if accomplished by private contract or arrangement within an industry and carried on for private advantage would probably constitute violations of the antitrust laws. On the other hand, it is obvious that in the present emergency acts performed by industry under the direction of public authority, and designed to promote public interest and not to achieve private ends, do not constitute violations of the antitrust laws. In these circumstances, the Department of Justice recognizes that business interests which are asked to comply with public plans for increasing production and preventing inflation are entitled to the cooperation of agencies of the Government in eliminating any uncertainties which may exist as to the application of the antitrust laws to their activities.

Accordingly, this Department has formulated a policy which it proposes to follow in its relations with the Office of Production Management and the Office of Price Administration and Civilian Supply and with all industries or contractors acting in compliance with the orders or requests of either of these organizations. The important points of this policy are:

Meetings of the industry with the Office of Production Management and the Office of Price Administration and Civilian Supply or their representatives are not illegal. Industrial committees may be formed at the request of the Office of Production Management or the Office of Price Administration and Civilian Supply, to work with representatives of such offices on problems involving defense. There will be nothing unlawful in the industry cooperating in the selection of its representatives or in selecting members for committees, or in the activities of such committees provided they are kept within the scope of this letter.

Questions as to whether there is need for such a committee, and if so, how it shall be chosen, and by whom constituted, shall be the sole responsibility of the Office of Production Management or the

Office of Price Administration and Civilian Supply. This Department will not participate in these decisions beyond the suggestion now made that any such committee should be generally representative of the entire industry and satisfactory to the Office of Production management or the Office of Price Administration and Civilian Supply.

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