

1 UNITED STATES OF AMERICA,  
*Eastern Division of the Eastern*  
*Judicial District of Missouri, ss:*

In the Circuit Court of the United States in and for the Division and  
 District Aforesaid.

Be it remembered: that heretofore to-wit: on the 15th day of November, A. D. 1906, there was filed in the office of the Clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, a bill of complaint wherein United States of America is Complainant and Standard Oil Company of New Jersey, et al. are Defendants, which said bill of complaint is in words and figures as follows, to-wit:

(*Bill of Complaint.*)

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5 In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

No. 5371.

UNITED STATES OF AMERICA

v.

STANDARD OIL COMPANY OF NEW JERSEY, JOHN D. ROCKEFELLER, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, Charles M. Pratt, Acme Oil Company, American Lubricating Oil Company, Anglo-American Oil Company (Limited), Argand Refining Company, Atlantic Refining Company, Baltimore United Oil Company, Borne, Scrymser Company, Buckeye Pipe Line Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Chesebrough Manufacturing Company, Consolidated, Colonial Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Continental Oil Company, Henry C. Folger, Jr., and Calvin N. Payne, a Co-partnership Doing Business under the Firm Name and Style of Corsicana Refining Company, Crescent Pipe Line Company, Cumberland Pipe Line Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Eureka Pipe Line Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Galena Signal Oil Company, Indiana Pipe Line Company, Lawrence Natural Gas Company, Mahoning Gas  
6 Fuel Company, Manhattan Oil Company, Mountain State Gas Company, National Fuel Gas Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Northwestern Ohio Natural Gas Company, Ohio Oil Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburgh Natural Gas Company, Platt and Washburn Refining Company, Prairie Oil and Gas Company, Republic Oil Company, Salamanca Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Standard Oil Company of Minnesota, Swan and Finch Company, Taylorstown Natural Gas Company, Tide Water Oil Company, Tidewater Pipe Company (Limited), Union Tank Line Company, United Natural Gas Company, United Oil Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company.

To the Judges of the Circuit Court of the United States for the Eastern District of Missouri:

Now comes the United States of America, by David P.  
7 Dyer, the United States attorney for the Eastern District of

Missouri, acting under the direction of the Attorney-General of the United States, and brings this its proceeding, by way of petition, against Standard Oil Company of New Jersey, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, Charles M. Pratt, Acme Oil Company, American Lubricating Oil Company, Anglo-American Oil Company (Limited), Argand Refining Company, Atlantic Refining Company, Baltimore United Oil Company, Borne. Scrymser Company, Buckeye Pipe Line Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Chesebrough Manufacturing Company, Consolidated, Colonial Oil Company, Commercial Natural Gas Company, Connecting Gas Company, Continental Oil Company, Henry C. Folger, Jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of Corsicana Refining Company, Crescent Pipe Line Company, Cumberland Pipe Line Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Eureka Pipe Line Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Galena Signal Oil Company, Indiana Pipe Line Company, Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Manhattan Oil Company, Mountain State Gas Company, National Fuel Gas Company, National  
8 Transit Company, New York Transit Company, Northern Pipe Line Company, Northwestern Ohio Natural Gas Company, Ohio Oil Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburg Natural Gas Company, Platt and Washburn Refining Company, Prairie Oil and Gas Company, Republic Oil Company, Salamanca Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company, of California, Standard Oil Company, of Indiana, Standard Oil Company, of Iowa, Standard Oil Company, of Kansas, Standard Oil Company, of Kentucky, Standard Oil Company, of Nebraska, Standard Oil Company, of New York, Standard Oil Company, of Ohio, Standard Oil Company, of Minnesota, Swan and Finch Company, Taylorstown Natural Gas Company, Tide Water Oil Company, Tide-water Pipe Line Company (Limited), Union Tank Line Company, United Natural Gas Company, United Oil Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, and for its petition complains and alleges as follows:

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## I.

*General Allegation of Conspiracy; Definition of Periods.*

That the defendants John D. Rockefeller, William Rockefeller, and Henry M. Flagler, in or about the year 1870, and at all times since said time, together with the other individual defendants herein, who thereafter from time to time, between said time and 1882,

joined said conspiracy, to wit, Henry H. Rogers, John D. Archbold, Oliver H. Payne, and Charles M. Pratt entered into and have ever since been engaged in a conspiracy with each other, and with other persons, corporations, copartnerships and limited partnerships, as hereinafter more particularly stated, to restrain the trade and commerce in petroleum, commonly called "crude oil," in refined oil, and in the other products of petroleum, among the several States and Territories of the United States and the District of Columbia and with foreign nations, and to monopolize the said commerce.

That said conspiracy extended over the entire time since about the year 1870 until the present time, and still exists, and that the same finally in or about 1899 culminated in the corporate form of said conspiracy, hereinafter more particularly described, which has continued during each and every year until the present time between said individual defendants, the defendant Standard Oil Company of New Jersey, and the various other corporations, defendants herein, and that thruout said period from about 1870 to the present time, said conspiracy has been maintained for the purpose and with the effect of restraining the commerce in said products among the several States and Territories of the United States and the District of Columbia and with foreign nations; and for the purpose and with the effect of monopolizing the commerce in said products in and among the several States and Territories of the United States and the District of Columbia and with foreign nations, as hereinafter more particularly alleged; that said conspiracy has been a continuing conspiracy, organized and controlled by the individual defendants herein, and has assumed various forms and devices, and has covered various periods, among the principal of which are the following:

The period from 1870 to 1882; the period from 1882 to 1899, and the period from 1899 to the present time.

That during said first period the said individual defendants, in connection with the Standard Oil Company of Ohio, purchased and obtained interests thru stock ownership and otherwise in, and entered into agreements with, various persons, firms, corporations, and limited partnerships engaged in purchasing, shipping, refining, and selling petroleum and its products among the various States for the purpose of fixing the price of crude and refined oil and the products thereof, limiting the production thereof, and controlling the transportation therein, and thereby restraining trade and commerce among the several States, and monopolizing the said commerce.

That during the said second period of conspiracy the defendants entered into a contract and trust agreement, by which various independent firms, corporations, limited partnerships, and individuals engaged in purchasing, transporting, refining, shipping, and selling oil and the products thereof, among the various States, turned over the management of their said business, corporations, and limited partnerships to nine trustees, composed chiefly of certain individuals defendant herein, which said trust agreement was in restraint of

trade and commerce and in violation of law, as hereinafter more particularly alleged.

That during the third period of said conspiracy and in pursuance thereof the said individual defendants operated thru the Standard Oil Company, of New Jersey, as a holding corporation, which corporation obtained and acquired the majority of the stocks of various corporations engaged in purchasing, transporting, refining, shipping, and selling oil into and among the various States and Territories of the United States and the District of Columbia and with foreign nations, and thereby managed and controlled the same, in violation of the laws of the United States, as hereinafter more particularly alleged.

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## II.

*Organization of Standard Oil Company of Ohio; Acquisition of Cleveland Refineries.*

That in or about the year 1870 John D. Rockefeller, Samuel Andrews, William Rockefeller, Henry M. Flagler, and Stephen V. Harkness were engaged in refining petroleum and shipping the same into and selling the same to consumers in the State of Ohio and various other States in the United States, under the firm names of William Rockefeller and Company, Rockefeller and Andrews, and Rockefeller and Company, and also as individuals; and that, on or about the said time, the said parties consolidated their business into the Standard Oil Company, incorporated under the laws of Ohio, and organized said corporation, which acquired the business and property of said firms and individuals, with a capital stock of \$1,000,000, divided into shares of \$100 each, with its principal place of business at Cleveland, in the State of Ohio, for the purpose of manufacturing and refining petroleum and shipping and selling the same to consumers thruout the United States; that thereafter and on February 10, 1872, the capital stock of said corporation was increased to \$2,500,000, in shares of \$100 each, and on March 13, 1873, to \$3,500,000 in shares of \$100 each.

13 That during the years 1871 1872, and 1873 there were various competing refineries of petroleum oil, belonging to separate and distinct persons, firms, corporations, and limited partnerships, situated in the city of Cleveland, State of Ohio, to wit, twenty-five or thirty of such refineries (the exact number and the names of the owners thereof your petitioner is unable to state); that such persons, firms, corporations, and limited partnerships owning said refineries were engaged in purchasing and shipping crude petroleum from Pennsylvania to Cleveland, refining the same, and shipping the products thereof into the various States of the United States, and selling the same; and that prior to the year 1872 the said individual defendants who had up to that time joined said conspiracy, acquired, in the name of the Standard Oil Company of Ohio, substantially all of said competing refineries, to wit, all but about three or four thereof; that said various independent refiners were forced to sell out their refineries to the Standard Oil Company



by reason of the fact that the Standard Oil Company obtained rebates and preferential rates for the transportation of crude and refined petroleum which the said independent refiners could not and did not obtain for which reason the said independent refineries were unable to compete with the said Standard Oil Company, and were, by reason thereof, forced to retire from said business and abandon the same, and to sell and dispose of their said business and refineries.

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## III.

*General Conduct of Conspiracy, First Period, 1870-1882.*

That between the time of acquiring said refineries in the city of Cleveland, as alleged in the preceding paragraph of this petition, and the year 1882, the said individual defendants, by and thru the purchase of certain refineries, pipe lines, and other facilities for conducting such business in the name of the Standard Oil Company of Ohio, and the acquisition of stock ownerships and partial ownerships in other refineries, pipe lines, corporations, firms, and partnerships engaged in purchasing, shipping, refining, and selling petroleum and its products, and by and thru agreements with such independent corporations, individuals, and partnerships engaged in such business, controlled the management of ninety-five per cent of the business of the corporations, firms, individuals, and copartnerships engaged in purchasing, shipping, refining, and selling said petroleum and its products in the various States of the United States, and thereby were enabled to and did limit the production and the price of crude oil, the production and price of its products, and eliminated all competition in such purchasing, refining, shipment, and sale in and among the various States and Territories of the United States and the District of Columbia and with foreign nations.

15 That at various times during said period between 1872 and 1882 there were various firms, corporations, and limited partnerships engaged in purchasing and shipping, by pipe line and by rail, crude oil, refining the same, and shipping and selling the same and the products thereof in the various States and Territories of the United States, the District of Columbia, and foreign nations, the refineries of which were principally situated at Cleveland, Pittsburg, Titusville, Oil City, Philadelphia, and New York, and in the vicinity of New York, about the harbor thereof, and that there were various individuals so engaged in said business as stockholders in said various corporations and limited partnerships, as members of said firms or as individuals, and that among these firms, corporations, and limited partnerships were the following:

Acme Oil Company, New York; Acme Oil Company, Pennsylvania; Atlantic Refining Company of Philadelphia; Bush and Company (Limited); Camden Consolidated Oil Company; Elizabethport Acid Works; Imperial Refining Company (Limited); Charles Pratt and Company; Paine, Ablett and Company; Standard Oil Company, Ohio; Standard Oil Company, Pittsburgh; Smith's Ferry Oil Transportation Company; Solar Oil Company (Limited); Sone and Fleming Manufacturing Company (Limited); American Lubri-

eating Oil Company; Baltimore United Oil Company; Beacon Oil  
 Company; Bush and Denslow Manufacturing Company; Central  
 Refining Company of Pittsburgh; Chesebrough Manufac-  
 16 turing Company; Chess-Carley Company; Consolidated Tank  
 Line Company; Inland Oil Company; Keystone Refining  
 Company; Maverick Oil Company; National Transit Company;  
 Portland Kerosene Oil Company; Producers' Consolidated Land and  
 Petroleum Company; Signal Oil Works (Limited); Thompson and  
 Bedford Company (Limited); De Voe Manufacturing Company;  
 Eclipse Lubricating Oil Company (Limited); Empire Refining Com-  
 pany, Limited; Franklin Pipe Company (Limited); Galena Oil  
 Works (Limited); Galena Farm Oil Company (Limited); Ger-  
 mania Mining Company; Vacuum Oil Company; H. C. Van Tine  
 and Company (Limited); Waters-Pierce Oil Company; W. C.  
 Andrews; John D. Archbold, Lide K. Arter, J. A. Bostwick, Benja-  
 min Brewster, D. Bushnell, Thomas C. Bushnell, J. N. Camden,  
 Henry L. Davis, H. M. Flagler, Mrs. H. M. Flagler, John Hunting-  
 ton, H. A. Hutchins, Charles F. G. Heve, O. B. Jennings, Charles  
 Lockhart, A. M. McGregor, William H. Macy, William H. Macy,  
 jr., estate of Josiah Macy (William H. Macy, jr., executor), O. H.  
 Payne, A. J. Pouch, John D. Rockefeller, William Rockefeller,  
 Henry H. Rogers, W. P. Thompson, J. J. Vandergrift, William T.  
 Wardell, W. G. Warden, Joseph L. Warden, Warden, Frew and  
 Company, Louise C. Wheaton, H. M. Hanna, George W. Chapin,  
 D. M. Harkness, D. M. Harkness, trustee; S. V. Harkness, O. H.  
 Payne, trustee; Charles Pratt, Horace A. Pratt, C. M. Pratt,  
 17 Julia H. York, George H. Vilas, M. R. Keith, trustees;  
 George F. Chester.

That there were also, during said time, in said States of Ohio,  
 Pennsylvania, New Jersey, and New York, a large number of other  
 corporations, limited partnerships, firms, and individuals engaged  
 in purchasing, shipping, and refining petroleum, and selling the  
 same in the various States and Territories of the United States, the  
 exact names of such corporations, partnerships, limited partnerships,  
 and individuals, and the exact refineries owned by them, your peti-  
 tioner is unable to state.

That said various persons, firms, and corporations named in this  
 subdivision, and the others aforesaid to your petitioner unknown,  
 for the purpose of restraining the trade and commerce in said petro-  
 leum and its products among the States and monopolizing the trade  
 and commerce therein, as aforesaid, did, at various times during said  
 period and from time to time form associations and enter into agree-  
 ments, combinations, and conspiracies between themselves, fixing the  
 price of crude oil purchased from the producers, limiting the produc-  
 tion thereof, and limiting the production of the products thereof by  
 their various separate refineries, fixing the price and maintaining  
 the price of such products, and suppressing competition between said  
 various parties, and monopolizing the said trade and commerce in  
 crude oil and products thereof; that the said associations and agree-  
 18 ments in restraint of such trade and to monopolize said  
 trade and commerce were organized, managed, carried out,  
 and controlled by the individuals, firms, and corporations named in this

John D. Rockefeller was the president of said associations and combinations, and that Charles M. Pratt was the secretary thereof; and, thru the said associations, combinations, and conspiracies to restrain said trade and commerce and to monopolize the same as aforesaid, competition between the said individuals, firms, corporations, and copartnerships in said trade and commerce was restrained during said time.

That, in pursuance of one of said combinations and associations between the various independent refiners and producers of petroleum, the Petroleum Producers' Association (being an association of producers of crude oil) made a contract with the Petroleum Refiners' Association, of which John D. Rockefeller was president, dated December 19, 1872, a copy of which is hereto attached and made a part of this bill, marked "Exhibit 1."

That said Petroleum Refiners' Association included a large number of independent corporations, firms, individuals, and limited partnerships engaged in the said business as hereinbefore alleged; the exact persons, corporations, firms, and limited partnerships then belonging to said Petroleum Refiners' Association your petitioner is unable to state.

19 That during said time between 1870 and the making of the trust agreement hereinafter alleged in 1882, in furtherance of the said combination, conspiracy, and agreement, and for the purpose of more effectually suppressing competition between the said various individuals, corporations, firms, and limited partnerships, and for the purpose of restraining and monopolizing the said commerce, as aforesaid, the said individual defendants herein caused certain minority stock interests in the Standard Oil Company of Ohio to be sold to various individuals herebefore named as parties to said combination and agreements to suppress competition, being stockholders of each of the said corporations and limited partnerships engaged in said business in said various States, and sold certain of the said stock interests to the said individuals and members of the said copartnerships and firms so doing business as aforesaid, and the individual defendants herein and the said Standard Oil Company of Ohio acquired interests in the stocks and business of some of said corporations, limited partnerships, and firms, but the exact interests so acquired by said persons in the Standard Oil Company of Ohio and by the individual defendants and the Standard Oil Company of Ohio in the said other corporations, limited partnerships, and firms, your petitioner is unable to state; and that during the latter part of said period prior to 1882, the said defendants, thru their acquired interests as aforesaid and thru their agreement with others engaged in such business controlled the price of crude and refined petroleum, and more than 90 per cent of  
20 the business of purchasing, shipping, refining, and selling the said petroleum and its products as aforesaid, and restrained and monopolized the commerce therein as aforesaid; and that during said time the said individual defendants, thru the Standard Oil Company of Ohio or some other company engaged with them in said conspiracy, acquired from time to time a large number of refineries of crude petroleum situated in New York,

Pennsylvania, and Ohio, various of which of said refineries thruout said States they from time to time dismantled in order to limit the production of petroleum products, various other of said refineries the various defendants controlled in the name of the Standard Oil Company of Ohio, or some corporation or limited partnership affiliated therewith, or in the name of the original owners, but your petitioner is unable to give the names of the particular refineries so acquired.

That said defendants and the said Standard Oil Company of Ohio were enabled to and did crush out and eliminate competition, acquire such refineries, and enter into such agreements and combinations, by reason of their obtaining, thruout said period, rebates and preferential rates over their competitors in shipping oil by rail and largely thru such rebates and discriminations obtained control of the pipe lines transporting such oil from the oil fields to the refineries in Pittsburgh, Titusville, Philadelphia, Cleveland, New York, and New Jersey.

21 That the said individual defendants at various times during said period entered into conspiracies with the various railroads and the officers and managers thereof carrying oil from the oil-producing regions to their refineries and carrying the products thereof from the refineries to the various markets in the several States, to wit, the Pennsylvania Railroad, the New York Central and Hudson River Railroad, the Lake Shore and Michigan Southern Railroad, which was controlled by and operated with the New York Central and Hudson River Railroad, the Erie Railway Company, and the Atlantic and Great Western Railway (which was a part of the Erie Railway system), the Jersey Central Railroad, the Reading, the Baltimore and Ohio, and other railway companies, for the purpose of procuring from said railway companies rebates, preferential rates, and rates for the transportation of petroleum and its products discriminatory as against the competitors of said defendants in order to enable the said defendants to prevent competition in the purchasing, shipping, refining, and selling thereof, and to restrain and monopolize the said trade and commerce therein; and, pursuant thereto, did enter into the various contracts and agreements, and procured the said rebates, preferential rates, and discriminatory rates, as hereinafter alleged.

That on or about January 18, 1872, John D. Rockefeller, William Rockefeller, O. H. Payne, and H. M. Flagler, defendants  
 22 herein, in connection with W. G. Warden, O. F. Waring, and William Frew, who were engaged with the said defendants in said conspiracy, as herein alleged, entered into an agreement and conspiracy with the Pennsylvania Railroad Company, the New York Central and Hudson River Railroad Company, the Erie Railway Company, and the Atlantic and Great Western Railway Company, and others to your petitioner unknown, wherein and whereby preferential and discriminatory rates were to be given to the Standard Oil Company and the defendants engaged in said conspiracy over their competitors in the shipment of oil, and pursuant to said conspiracy, the said persons last above named organized the South Improvement Company (a corporation under a special charter of

Pennsylvania), which said corporation entered into contracts with the Pennsylvania Railroad Company, the New York Central and Hudson River Railroad Company, and the Erie Railway Company, each of said contracts being in substantially the same form; that the contract with the Pennsylvania Railroad Company is hereto attached, marked "Exhibit 2," and made a part of this petition as fully as the recited herein at length.

That the stock of said South Improvement Company was 2,000 shares, and was subscribed for by the following persons, each person taking the number of shares set opposite his name, to wit:

William Frew, 10 shares; W. P. Logan, 10 shares; John P. Logan, 10 shares; Charles Lockhart, 10 shares; Robert S. Waring, 10 shares; W. G. Warden, 475 shares; O. F. Waring, 475 shares; P. H. Watson, 100 shares; H. M. Flagler, 180 shares; O. H. Payne, 180 shares; J. A. Bostwick, 180 shares; William Rockefeller, 180 shares; John D. Rockefeller, 180 shares.

That under and by virtue of said agreements it was, among other things, substantially agreed that the South Improvement Company would ship 45 per cent of all the oil transported by it by railroad toward the Atlantic seaboard from points on said lines over the Pennsylvania Railroad, and divide the remainder equally between the Erie Railroad and the New York Central Railroad, and that all oil transported by it beyond Cleveland and Pittsburg in other directions than toward the Atlantic coast, west from said points of production and refining, should be allotted by the South Improvement Company in the proportion of one-third to the Pennsylvania Railroad and the remainder to other railroads.

It was, among other things, provided that under and by virtue of the terms of said contracts the railway companies should pay to the South Improvement Company not only drawbacks and rebates upon the oil transported and controlled by the South Improvement Company, but should likewise pay to the South Improvement Company equal rebates and drawbacks on all oil transported for other parties,

and that all other shippers of oil should pay the gross rate for transportation and should receive no rebate, drawback, commission, or concession whatever, the gross rates and the rate of rebate on crude petroleum and on refined petroleum from the various points to be as follows, to wit:

*On Crude Petroleum.*

[For each barrel of 45 gallons.]

	Gross rate.	Rebate.
From any common point to—		
Cleveland.....	\$0.80	\$0.40
Pittsburg.....	.80	.40
New York.....	2.56	1.06
Philadelphia.....	2.41	1.06
Baltimore.....	2.41	1.06
Boston.....	2.71	1.06

*On Refined Oil, etc.*

[For each barrel.]

	Gross rate.	Rebate.
From Pittsburg to—		
New York.....	\$2.00	\$0.50
Philadelphia.....	1.85	.50
Baltimore.....	1.85	.50
From Cleveland to—		
Boston.....	2.15	.50
New York.....	2.00	.50
Philadelphia.....	1.85	.50
Baltimore.....	1.85	.50

That the said parties organizing said corporation, in connection with the Standard Oil Company of Ohio, intended to take advantage of the terms of said contract on the shipment of all of the petroleum and its products which were manufactured by the Standard Oil Company at Cleveland and other points and by corporations, individuals, and copartnerships entering into said conspiracy and agreement with the said individual defendants engaged therein.

25 That owing to the general indignation among the people in the oil regions of Pennsylvania and Ohio the said railroad companies were forced to abandon the said open written contract, but your petitioner alleges that the purpose of said contract and system of rebates and drawbacks with the South Improvement Company (the charter of which was afterwards repealed by the legislature of Pennsylvania) was nevertheless afterwards substantially carried out by other devices and schemes between the said parties and the railway companies, as hereinafter more particularly alleged.

That during all the period of said combination down to the formation of the Standard Oil Trust, hereafter alleged, in 1882, the said individual defendants and the Standard Oil Company of Ohio and the individuals and corporations connected therewith in purchasing, refining, and shipping petroleum and its products, obtained from the said railway companies secret preferential rates, rebates, and discriminations in rates over their competitors, which gave the said parties a great advantage over their competitors, thereby enabling the said defendants and the Standard Oil Company to obtain control of and monopolize the larger part of said business; the exact rates, rebates, and discriminations from time to time received your petitioner is unable to state, but alleges that from time to time the said defendants and the Standard Oil Company and other parties aforesaid did receive preferences in rates under various contracts and arrangements.

26 That between the years 1874 and 1877 the Standard Oil Company, by leases, agreements, and contracts, obtained control of the terminal facilities for unloading, storing, and handling oil upon all of the railways reaching New York Harbor and the seacoast, thereby enabling the Standard Oil Company to levy

rates and charges for handling oil from its competitors which were exorbitant and unreasonable, and enabling it to know of all shipments made by its competitors, and that under such contracts and agreements the railroads did not furnish facilities for unloading and handling oil from the competitors of the Standard Oil Company, but did pay the Standard Oil Company exorbitant and unreasonable charges for handling such business; that the various contracts under which the said Standard Oil Company obtained the control and management of such terminals, as far as your petitioner is able to state, are hereto attached and made a part of this bill of complaint and numbered as herein stated:

Erie Railway Company contract, dated April 17, 1874, and contract dated 1st day of March, 1875, marked Exhibits 3 and 4, respectively, and attached hereto, under and by virtue of which it was provided that the Erie Railway Company should transport oil for the Standard Oil Company at rates to be agreed on with the Standard Oil Company, and your petitioner alleges that said rates agreed on from time to time were lower than rates to competitors of the Stand-

ard Oil Company, by not less in any case than ten per cent  
 27 of the known public rate charged to competitors; that in and by the terms of said contracts, among other things, the said Erie Railway Company leased and turned over to the Standard Oil Company all its docks, oil yards, and facilities for unloading, handling, and storing crude and refined petroleum, thereby giving the Standard Oil Company the right as the agent of the railway company to collect all freight on oil shipped by its competitors and to levy unreasonable charges for unloading, storing, and handling such oil.

Contract with the New York Central and Hudson River Railroad Company, dated January 1, 1876, hereto attached and marked Exhibit 5. That under and by virtue of the terms of said contract the Standard Oil Company obtained control of the said terminal facilities for unloading and handling petroleum and the products thereof received over said railroad at New York, and was thereby given the right to collect charges from all shippers, including its competitors, for so receiving, unloading, and handling the same, and in addition thereto the said railroad company agreed to pay and did pay to the Standard Oil Company ten per cent of the rate for the transportation of crude petroleum and the refined products thereof, which said ten per cent constituted a rebate to the said Standard Oil Company.

That during said period, the exact date your petitioner is unable to state, the Standard Oil Company obtained control of the  
 28 said terminal facilities of the Baltimore and Ohio Railway Company at Baltimore, and the Pennsylvania Railroad Company at Philadelphia and New York, under and by virtue of which arrangement your petitioner states that the Standard Oil Company obtained the right to levy charges on all petroleum and its products received at said points over the said railways, which gave the said Standard Oil Company a great advantage over its competitors, similar to the advantages obtained on the Erie and the New York Central railroads.

That the various railway companies leading from the oil fields

to the refineries and from said fields and refineries to the Atlantic seaboard entered into a pool contract, dated the first of October, 1874, a copy of which is hereto attached, marked "Exhibit C," and made a part hereof as fully as tho herein recited at length; under and by which contract agreed rates of freight on crude oil were named from the various oil fields to the refining points, and on refined oil from the refining points to New York, Philadelphia, Baltimore, and Boston. And it was, among other things, by said agreement provided as follows: "Roads transporting the refined oil shall refund to the refiners, as a drawback, the charges paid by them upon the crude oil reaching their refineries by rail; and the road transporting through crude oil to the Eastern seaboard shall refund to the shippers twenty-two cents per barrel, both of said drawbacks to be paid only on oil reaching initial points of rail shipment

29 through pipes the owners of which maintain agreed rates of pipage, it being understood that the said rates of pipage shall be equitably adjusted as between the several railroads, and that they shall be set forth in a contract to be entered into between each pipe line and the trunk-line parties hereto, such agreed rates of pipage being of importance to the parties hereto and constituting a valuable consideration to them."

That during the existence of said agreement the Standard Oil Company owned and operated substantially all the refineries at Cleveland; that these refineries received their crude oil by rail from the oil fields of Pennsylvania, and by said contract obtained a rebate or a drawback of the entire charge for the transportation of such crude oil as entered into the products shipped to the seaboard; that the Standard Oil Company and the various persons and corporations so engaged with it in said combination and conspiracy at said time also controlled the principal pipe lines in the oil fields, delivering crude oil to railways for carriage, which said pipe lines were among the parties mentioned in said agreement as maintaining agreed rates of pipage, and thru said pipe lines said Standard Oil Company and said parties so engaged with it in said conspiracy and combination obtained under said contract rebates of 22 cents per barrel on all crude oil shipped by them to the Atlantic seaboard, which were not paid to their competitors; that under said contract the Standard Oil

30 Company and the said parties obtained great advantages over their competitors in purchasing, refining, shipping, and selling petroleum and its products, and were enabled to monopolize the said commerce.

That in 1875, shortly after the making of said pool contract, all of the railroads parties thereto agreed with the Standard Oil Company to, and did, pay the Standard Oil Company a further advantage and rebate of ten (10) per cent from the tariff rate on shipments of both crude and refined oil to the seaboard, as aforesaid, which was not allowed or paid to the competitors of the Standard Oil Company.

That during the year 1876, the Standard Oil Company made an arrangement and agreement with the lines extending from Cleveland and western Pennsylvania to the Pacific coast, and more particularly with the Union Pacific Railway Company and the Central



Pacific Railway Company, wherein and whereby the Standard Oil Company was given preferential rates, and paid rebates, which were denied to its competitors, the exact amount of such rebates and preferences your petitioner is unable to state, but alleges said arrangement was continuous and extended during the first period and the trust period of said conspiracy down to the year 1887.

That during a part of the year 1877 and several years previous thereto, the Empire Transportation Company had been a corporation engaged in refining oil at Philadelphia and New York, and  
31 transporting oil over the Pennsylvania Railroad in competition with the said Standard Oil Company; that it owned a large number of tank cars and an elaborate system of pipe lines extending thru the oil regions of western Pennsylvania and connecting with the Pennsylvania Railroad.

That during the years 1876 and 1877 prior to October, 1877, the Erie Railway Company and the New York Central Railroad Company had made to the Standard Oil Company preferential rates over the competitors of the Standard Oil Company in the transportation of crude oil and refined oil, the said rates on crude oil from western Pennsylvania to New York being as low as twenty (20) cents a barrel and on refined oil as low as thirty (30) cents a barrel, while the regular rates charged to and collected of its competitors were one dollar and forty cents (\$1.40) for crude oil and one dollar and seventy-five cents (\$1.75) for refined oil.

That said rates were made for the purpose of enabling the Standard Oil Company to make war upon the Empire Transportation Company, to crush out the competition thereof, to cripple and injure the said company and destroy its property and credit, so that the Standard Oil Company might acquire its said refineries and pipe lines and eliminate the competition of said company.

That on or about October 17, 1877, an agreement and understanding was entered into between the trunk lines, to wit, the New York  
32 Central Railroad Company, the Erie Railway Company, and the Pennsylvania Railroad Company, and the individual defendants thru the Standard Oil Company, wherein and whereby a division of the oil traffic was made between the said lines of railway, the Standard Oil Company was to be paid ten (10) per cent rebate on all crude oil and its products shipped by it over any of said lines of railway, which rebate was not to be paid to any other shipper unless he should guarantee and furnish to the railway companies, respectively, a quantity of oil for shipment which would, after the deduction of the ten per cent, realize to the railway an amount of profit equal to the amount realized from the Standard Oil Company's trade.

That a copy of the contract with the Pennsylvania Railway Company, stating the division of traffic, is hereto attached, marked "Exhibit 7," and made a part of this bill of complaint as fully as tho herein recited at length.

That as a part of said agreement, the Empire Transportation Company agreed to and did sell to the Standard Oil Company all of its pipe-line system and its refineries at Philadelphia and New

York; and sold its tank cars to the Pennsylvania Railroad Company; that the Pennsylvania Railroad Company issued car-trust certificates amounting to about \$2,500,000 in payment for said cars, and, as a part of said contract and settlement, the Standard Oil Company purchased said car-trust certificates; that it was then well known to the Pennsylvania Railroad Company and the other railway companies signing said contract for the payment of said rebate that no other shipper could guarantee and furnish to the railway companies the quantity of oil for shipment which would after the deduction of the said ten per cent, realize to the railway companies an amount of profit equal to the amount realized from the Standard Oil Company's trade; and that each one of said railway companies did thereafter pay to the Standard Oil Company the ten per cent rebate, which was not allowed or paid to the competitors of the Standard Oil Company.

That, in addition to the ten per cent provided for by said contracts, the railroads extending from the oil regions to New York and eastern points paid to the Standard Oil Company and its allied interests engaged in said conspiracy large rebates, preferences, and advantages, discriminatory as against their competitors, among others more particularly as follows:

That the American Transfer Company was owned and controlled by the Standard Oil Company, and owned a large system of pipe lines extending thru the oil fields of western Pennsylvania and connecting with the principal railroad lines extending to New York, Philadelphia, and eastern points.

That on or about February, 1878, the Pennsylvania Railroad Company, and prior to 1878 the New York Central and Erie railway companies, entered into contracts with the American Transfer Company, whereby they agreed to pay, and thereafter did pay, to said company, as a rebate, twenty (20) cents a barrel on all crude oil carried by said railroads, which said rebate was not paid to any of said competitors.

That a copy of the contract with the Pennsylvania Railroad Company is contained in two letters, one written by Daniel O'Day, general manager of the American Transfer Company, dated February 15, 1878, to A. J. Cassatt, esq., third vice-president of the Pennsylvania Railroad Company, and the other written by A. J. Cassatt to said Daniel O'Day, copies of which are hereto attached, marked "Exhibit 8," and made a part of this bill of complaint as fully as tho recited here at length.

That subsequently said rebate was raised to twenty-two and one-half (22½) cents a barrel, instead of twenty cents named in said letter, and that at all times under said contract twenty-two and one-half cents was paid to the American Transfer Company by the Pennsylvania Railroad Company on all crude oil shipped over said road, by whomsoever shipped.

That the contract with the Erie Railway Company for such rebates was dated January 1, 1877, a copy of which is hereto attached, marked "Exhibit 9," and made a part of this bill of complaint as fully as tho here recited at length.

35 Your petitioner is unable to give a copy of the contract with the New York Central Railroad Company, but alleges that during the years 1877 and 1878, and thereafter until the same was abandoned as hereafter stated, the New York Central Railroad Company had a like contract with the American Transfer Company or the Standard Oil Company of Ohio.

That under each and all of said contracts the said railway companies each paid to the American Transfer Company or to the Standard Oil Company, which owned said Transfer Company, twenty-two and one-half cents, or twenty cents per barrel, on all crude oil transported over their lines of railroad, by whomsoever shipped.

That during said time, in addition to allowing the Standard Oil Company ten per cent of the rate on crude oil, and twenty-two and one-half cents per barrel to the American Transfer Company on all crude oil carried by them, an additional fifteen (15) cents per barrel was allowed by said railway companies on shipments of crude oil by the Standard Oil Company and its allied interests, making in all a rebate of fifty-one and one-half ( $51\frac{1}{2}$ ) cents per barrel out of a total rate of one dollar and forty cents (\$1.40) per barrel on crude oil, from the principal western Pennsylvania fields to the Atlantic seaboard.

36 That during the same period, while charging to the competitors of the Standard Oil Company the full tariff rate of  $\$1.44\frac{1}{2}$  on refined oil from western Pennsylvania to the Atlantic seaboard, the various railroads made successive reductions, by rebates and otherwise, to the Standard Oil Company, until the net rate allowed to the Standard Oil Company was 80 cents per barrel on such oil shipped from its refineries in Cleveland, Pittsburgh, and Titusville to the Atlantic seaboard.

That such discriminations, rebates, and preferences were given to the Standard Oil Company and its allied interests during the years 1877, 1878, and 1879, and that the said rebates amounted to millions of dollars, the exact amount your petitioner is unable to state.

That such system of paying rebates to the said company and interests continued until about the latter part of January, 1880.

37 That during the year 1879 it became known among the independent producers and refiners of oil in Pennsylvania that the Pennsylvania Railroad and other railroads were paying rebates to the Standard Oil Company and its allied interests, and thereupon the State of Pennsylvania brought suits against the Pennsylvania Railroad Company and other railway companies, and the United Pipe Lines (a pipe-line system owned and controlled by the Standard Oil Company), to oust the said corporations from their franchises in Pennsylvania; and an indictment was also obtained against John D. Rockefeller, William Rockefeller, Jabez A. Bostwick, Daniel O'Day, William G. Warden, Charles Lockhart, Henry M. Flagler, Jacob M. Vandergrift, and George W. Girty for conspiracy to monopolize the commerce in oil and obtain unlawful rebates and prevent others than themselves from buying, refining, and selling oil.

That in some of said suits the large amount of rebates paid to the Standard Oil Company was developed in testimony.

That on or about the 29th of January, 1880, articles of agreement were entered into between the Standard Oil Company, of Ohio; the Standard Oil Company, of Pittsburgh; the Imperial Refining Company, of Oil City, Pennsylvania; the Acme Oil Company, of New York and Pennsylvania; the Atlantic Refining Company, of Philadelphia; the American Transfer Company; the United Pipe Lines, a corporation of Pennsylvania (the latter two being pipe line companies controlled by the Standard Oil Company); the De Voe Manufacturing Company, of New York; the Eclipse Lubricating Oil Company, Limited, of Franklin, Pennsylvania; John D. Rockefeller, Henry M. Flagler, William G. Warden, Charles Lockhart, William Frew, Charles Pratt, Henry H. Rogers, Jabez A. Bostwick, Jacob J. Vandergrift, Oliver H. Payne, and John D. Archbold, parties of the first part, and Benjamin B. Campbell, representing the independent Petroleum Producers Union, of the second part, and said Campbell also entered into a contract with the Pennsylvania Railroad Company, copies of which contracts  
 38 are hereto attached, marked "Exhibit 10," and made a part of this bill of complaint as fully as tho here recited at length.

That by said agreements first above described the Standard Oil Company and the other parties of the first part, including several of the individual defendants herein, said parties controlling various refineries and pipe lines, agreed to abrogate the system of rebates, and all of the parties thereto, including the independant producers, agreed to ask the attorney-general of Pennsylvania to enter a motion to dismiss the bills of complaint against the Pennsylvania Railroad Company, the United Pipe Lines, and the indictment against John D. Rockefeller and others; and by the second contract aforesaid the Pennsylvania Railroad Company agreed to make equal rates to all parties.

Your petitioner alleges that the individual defendants herein, some or all of them, owned an interest in each of said corporations and limited partnerships named in the said agreement as parties of the first part, and each one of said corporations and limited partnerships was engaged with the said defendants and the Standard Oil Company in said conspiracy to restrain and monopolize commerce in oil as herein alleged.

Your petitioner further alleges that during the years between 1873 and 1882, the said individual defendants, and others allied and connected with them in said conspiracy, did, in the name of the Standard Oil Company and of various other corporations, ob-  
 39 tain the ownership and control of all the principal pipe lines extending from the oil regions of Pennsylvania to the said railroad shipping the said oil to the refineries at Philadelphia, New York, Cleveland, and other points, and consolidated the said companies into the American Transfer Company and the United Pipe Lines, and subsequently and in or about the year 1881 into the National Transit Company, one of the defendants herein.

That by reason of its control over the pipe lines transporting the crude oil the said individual defendants and the Standard Oil Com-

pany were enabled to and did fix the prices of crude oil, the price for transporting the same, not only thru the pipe lines but by the railways, and thereby caused said railways to discriminate against their competitors, and thereby enabled these individual defendants and the Standard Oil Company to monopolize the commerce in oil as herein alleged.

## IV.

*Period of Standard Oil Trust, 1882 to 1899.*

That on or about the 2nd day of January, 1882, the individual defendants herein, thru their ownership of stock or their interests in various corporations, firms, and limited partnerships and their personal ownership and thru the said unlawful associations and agree-  
 40       ments with the other corporations, firms, and limited partnerships engaged in purchasing, refining, shipping and selling petroleum and its products as hereinbefore alleged, controlled the business of a large number of persons, firms, limited partnerships, and corporations engaged in collecting crude oil by pipe lines, transporting the same to the railroads and to the refineries, in refining the same and shipping and selling the same and the products thereof among the various States and Territories of the United States, the District of Columbia, and foreign nations, and for the purpose of more effectually perfecting said associations, conspiracies and agreements in restraint of said trade and monopolization thereof and for the purpose of forever eliminating and suppressing competition between said persons, firms, limited partnerships, and corporations so engaged in said business, and for the purpose of monopolizing the trade and commerce in petroleum oil and the products thereof among the States and Territories of the United States, the District of Columbia, and with foreign nations, did, on or about the 2nd day of January, 1882, wilfully, wrongfully, and unlawfully enter into a trust agreement and a supplementary trust agreement dated the 2nd day of January, 1882, and the 4th day of January, 1882, respectively, which said agreements are in the following words and figures to wit:

This agreement, made and entered upon this second day of January, A. D. 1882, by and between all the persons who shall now or  
 41       may hereafter execute the same as parties thereto.

Witnesseth: I. It is intended that the parties to this agreement shall embrace three classes, to wit:

1st. All the stockholders and members of the following corporations and limited partnerships, to wit:

Acme Oil Company, New York.

Acme Oil Company, Pennsylvania.

Atlantic Refining Company of Philadelphia.

Bush & Co. (Limited).

Camden Consolidated Oil Company.

Elizabethport Acid Works.

Imperial Refining Company (Limited).

Charles Pratt & Co.

Paine, Ablett & Co.

Standard Oil Company, Ohio.

Standard Oil Company, Pittsburg.

Smith's Ferry Oil Transportation Company.

Solar Oil Company (Limited).

Sone & Fleming Manufacturing Company (Limited).

Also, all the stockholders and members of such other corporations and limited partnerships as may hereafter join in this agreement, at the request of the trustees herein provided for.

2d. The following individuals, to wit:

W. C. Andrews, John D. Archbold, Lide K. Arter, J. A. Bostwick, Benjamin Brewster, D. Bushnell, Thomas C. Bushnell, J. N. Camden, Henry L. Davis, H. M. Flagler, Mrs. H. M. Flagler, John Huntington, H. A. Hutchins, Charles F. G. Heye, A. B. Jennings, Charles Lockhart, A. M. McGregor, William H. Macy, William H. Macy, jr., estate of Josiah Macy, William H. Macy, jr., executor; O. H. Payne, A. J. Pouch, John D. Rockefeller, William Rockefeller, Henry H. Rogers, W. P. Thompson, J. J. Vandergrift, William T. Wardwell, W. G. Warden, Joseph L. Warden, Warden, Frew & Co., Louise C. Wheaton, H. M. Hanna, and George W. Chapin, D. M. Harkness, D. M. Harkness, trustee; S. V. Harkness, O. H. Payne, trustee; Charles Pratt, Horace A. Pratt, C. M. Pratt, Julia H. York, George H. Vilas, M. R. Keith, trustees; George F. Chester.

Also all such individuals as may hereafter join in the agreement at the request of the trustees herein provided for.

42 3d. A portion of the stockholders and members of the following corporations and limited partnerships, to wit:

American Lubricating Oil Company.  
 Baltimore United Oil Company.  
 Beacon Oil Company.  
 Bush & Denlow Manufacturing Company.  
 Central Refining Company of Pittsburg.  
 Cheesebrough Manufacturing Company.  
 Chess Carley Company.  
 Consolidated Tank Line Company.  
 Inland Oil Company.  
 Keystone Refining Company.  
 Maverick Oil Company.  
 National Transit Company.  
 Portland Kerosene Oil Company.  
 Producers' Consolidated Land and Petroleum Company.  
 Signal Oil Works (Limited).  
 Thompson & Bedford Company (Limited).  
 Devoc Manufacturing Company.  
 Eclipse Lubricating Oil Company (Limited).  
 Empire Refining Company (Limited).  
 Franklin Pipe Company (Limited).  
 Galena Oil Works (Limited).  
 Galena Farm Oil Company (Limited).  
 Germania Mining Company.  
 Vacuum Oil Company.  
 H. C. Van Tine & Company (Limited).  
 Waters-Pierce Oil Company.

Also stockholders and members (not being all thereof) of other corporations and limited partnerships who may hereafter join in this agreement at the request of the trustees herein provided for.

II. The parties hereto do covenant and agree to and with each other, each in consideration of the mutual covenants and agreements of the others, as follows:

1st. As soon as practicable a corporation shall be formed in each of the following States under the laws thereof, to wit: Ohio, New York, Pennsylvania, New Jersey: provided, however, that instead of organizing a new corporation, any existing charter and organization may be used for the purpose when it can advantageously be done.

43 2d. The purposes and powers of said corporation shall be to mine for, produce, manufacture, refine, and deal in petroleum and all its products, and all the materials used in such businesses, and transact other business collateral thereto. But other purposes and powers shall be embraced in the several charters such as shall seem expedient to the parties procuring the charter, or, if necessary to comply with the law, the powers aforesaid may be restricted and reduced.

3d. At any time hereafter, when it may seem advisable to the trustees herein provided for, similar corporations may be formed in other States and Territories.

4th. Each of said corporations shall be known as the Standard Oil Company of (and here shall follow the name of the State or Territory by virtue of the laws of which said corporation is organized).

5th. The capital stock of each of said corporations shall be fixed at such an amount as may seem necessary and advisable to the parties organizing the same, in view of the purpose to be accomplished.

6th. The shares of stock of each of said corporations shall be issued only for money, property, or assets equal at a fair valuation to the par value of the stock delivered therefor.

7th. All of the property, real and personal, assets, and business of each and all of the corporations and limited partnerships mentioned or embraced in class first, shall be transferred to and vested in the said several Standard Oil Companies. All of the property, assets, and business in or of each particular State shall be transferred to and vested in the Standard Oil Company of that particular State, and in order to accomplish such purpose the directors and managers of each and all of the several corporations and limited partnerships mentioned in class first are hereby authorized and directed by the stockholders and members thereof (all of them being parties to this agreement) to sell, assign, transfer, convey, and make over, for the consideration hereinafter mentioned, to the Standard Oil Company or companies of the proper State or States, as soon as said corporations are organized and ready to receive the same, all the properties, real and personal, assets, and business of said corporations and limited partnerships. Correct schedules of such property, assets, and business shall accompany each transfer.

44 8th. The individuals embraced in class second of this agreement do, each for himself, agree for the consideration

hereinafter mentioned to sell, assign, transfer, convey, and set over all the property, real and personal, assets and business mentioned and embraced in schedule accompanying such sale and transfer to the Standard Oil Company or companies of the proper State or States, as soon as the said corporations are organized and ready to receive the same.

9th. The parties embraced in class third of this agreement do covenant and agree to assign and transfer all of the stock held by them in the corporations or limited partnerships herein named, to the trustees herein provided for, for the consideration and upon the terms hereinafter set forth. It is understood and agreed that the said trustees and their successors may hereafter take the assignment of stock in the same or similar companies upon the terms herein provided, and that whenever and as often as all of the stocks of any corporation or limited partnerships are vested in said trustee, the proper steps may then be taken to have all the moneys, property, real and personal, of such corporations or partnership assigned and conveyed to the Standard Oil Company, of the proper State, on the terms and in the mode herein set forth, in which event the trustees shall receive stocks of the Standard Oil Companies, equal to the value of the money, property, and business assigned, to be held in place of the stocks of the company or companies assigning such property.

10th. The consideration for the transfer and conveyance of the money, property, and business aforesaid to each or any of the Standard Oil companies shall be stock of the respective Standard Oil company to which said transfer or conveyance is made, equal at par value to the appraised value of the money, property, and business so transferred. Said stock shall be delivered to the trustees hereinafter provided for, and their successors, and no stock of any of said companies shall ever be issued except for money, property, or business equal, at least, to the par value of the stock so issued, nor shall any stock be issued by any of said companies for any purpose except to the trustees herein provided for, to be held subject to the trusts hereinafter specified. It is understood, however, that this provision is not intended to restrict the purchase, sale, or ex-

45 change of property by said Standard Oil companies as fully as they may be authorized to do by their respective charters: provided only that no stock be issued therefor except to said trustees.

11th. The consideration for any stocks delivered to said trustees, as above provided for, as well as for stocks delivered to said trustees by persons mentioned or included in class third of this agreement, shall be the delivery by said trustees to the persons entitled thereto of trust certificates hereinafter provided for, equal at par value to the par value of the stocks of the said several Standard Oil companies so received by said trustees, and equal to the appraised value of the stocks of other companies or partnerships delivered to said trustees.

The said appraised value shall be determined in a manner agreed upon by the parties in interest and said trustees.

It is understood and agreed, however, that the said trustees may,



with any trust funds in their hands, in addition to the mode above provided, purchase the bonds and stocks of other companies engaged in business similar or collateral to the business of said Standard Oil Companies on such terms and in such mode as they may deem advisable, and shall hold the same for the benefit of the owners of said trust certificates, and may sell, assign, transfer, and pledge such bonds and stocks whenever they may deem it advantageous to said trust so to do.

III. The trusts upon which said stocks shall be held, and the number, powers, and duties of said trustees shall be as follows:

1st. The number of trustees shall be nine.

2d. J. D. Rockefeller, O. H. Payne, and William Rockefeller are hereby appointed trustees, to hold their office until the first Wednesday of April, A. D. 1885.

3d. J. A. Bostwick, H. M. Flagler, and W. G. Warden are hereby appointed trustees, to hold their office until the first Wednesday of April, A. D. 1884.

4th. Charles Pratt, Benjamin Brewster, and John Archbold are hereby appointed trustees, to hold their office until the first Wednesday of April, A. D. 1883.

5th. Elections for trustees to succeed those herein appointed shall be held annually, at which election a sufficient number of trustees shall be elected to fill all vacancies occurring, either from expiration of the term of the office of trustee or from any other cause. All trustees shall be elected to hold their office for three years, except those elected to fill a vacancy arising from any cause except expiration of term, who shall be elected for the balance of the term of the trustee whose place they are elected to fill. Every trustee shall hold his office until his successor is elected.

6th. Trustees shall be elected by ballot by the owners of trust certificates or their proxies. At all meetings the owners of trust certificates, who may be registered as such on the books of the trustees, may vote in person or by proxy, and shall have one vote for each and every share of trust certificates standing in their names, but no such owner shall be entitled to vote upon any share which has not stood in his name thirty days prior to the day appointed for the election. The transfer books may be closed for thirty days immediately preceding the annual election. A majority of the shares represented at such election shall elect.

7th. The annual meeting of the owners of said trust certificates for the election of trustees and for other business shall be held at the office of the trustees, in the city of New York, on the first Wednesday of April of each year, unless the place of meeting be changed by the trustees; and said meeting may be adjourned from day to day until its business is completed. Special meetings of the owners of said trust certificates may be called by a majority of the trustees at such times and places as they may appoint. It shall also be the duty of the trustees to call a special meeting of holders of trust certificates, whenever requested to do so, by a petition signed by the holders of ten per cent in value of such certificates. The business of such special meetings shall be confined to the object specified in the notice given therefor. Notice of the time and place of all meetings

of the owners of trust certificates shall be given by personal notice as far as possible, and by public notice in one of the principal newspapers of each State in which a Standard Oil Company exists, at least ten days before such meeting. At any meeting, a majority in value of the holders of trust certificates represented consenting thereto, by-laws may be made, amended, and repealed relative to the mode of the election of trustees, and other business of the holders of trust certificates; provided, however, that said by-laws shall be in conformity with this agreement. By-laws may also be made, 47 amended, and repealed at any meeting, by and with the consent of a majority in value of the holders of trust certificates, which alter this agreement relative to the number, powers, and duties of the trustees, and to other matters tending to the more efficient accomplishment of the objects for which the trust is created; provided only, that the essential intents and purposes of this agreement be not thereby changed.

8th. Whenever a vacancy occurs in the board of trustees more than sixty days prior to the annual meeting for the election of trustees, it shall be the duty of the remaining trustees to call a meeting of the owners of Standard Oil Trust certificates for the purpose of electing a trustee or trustees to fill the vacancy or vacancies. If any vacancy occurs in the board of trustees from any cause within sixty days of the date of the annual meeting for the election of trustees, the vacancy may be filled by a majority of the remaining trustees, or, at their option, may remain vacant until the annual election.

9th. If for any reason at any time a trustee or trustees shall be appointed by any court to fill any vacancy or vacancies in said board of trustees, the trustee or trustees so appointed shall hold his or their respective office or offices only until a successor or successors shall be elected in the manner above provided for.

10th. Whenever any change shall occur in the board of trustees, the legal title to the stock and other property held in trust shall pass to and vest in the successors of said trustees without any formal transfer thereof. But if at any such time formal transfer shall be deemed necessary or advisable, it shall be the duty of the board of trustees to obtain the same, and it shall be the duty of any retiring trustee, or the administrator or executor of any deceased trustee, to make said transfer.

11th. The trustee shall prepare certificates which shall show the interest of each beneficiary in said trust and deliver them to the persons properly entitled thereto. They shall be divided into shares of the par value of \$100 each, and shall be known as the Standard Oil Trust certificates, and shall be issued subject to all the terms and conditions of this agreement. The trustees shall have power to agree upon and direct the form and contents of said certificates and the mode in which they shall be signed, attested, and transferred.

The certificates shall contain an express stipulation that the 48 holders thereof shall be bound by the terms of this agreement and by the by-laws herein provided for.

12th. No certificates shall be issued except for stocks and bonds held in trust as herein provided for, and the par value of certificates

issued by said trustees shall be equal to the par value of the stocks of said Standard Oil Company and the appraised value of other bonds and stocks held in trust. The various bonds, stocks, and moneys held under said trust shall be held for all parties in interest jointly, and the trust certificates so issued shall be the evidence of the interest held by the several parties in this trust. No duplicate certificates shall be issued by the trustees except upon surrender of the original certificate or certificates for cancellation, or upon satisfactory proof of the loss thereof, and in the latter case they shall require a sufficient bond of indemnity.

13th. The stocks of the various Standard Oil companies, held in trust by said trustee, shall not be sold, assigned, or transferred by said trustees, or by the beneficiaries, or by both combined, so long as this trust endures. The stocks and bonds of other corporations held by said trustees may be by them exchanged or sold and the proceeds thereof distributed pro rata to the holders of trust certificates, or said proceeds may be held and reinvested by said trustees for the purposes and uses of the trust; provided, however, that said trustees may from time to time assign such shares of stock of said Standard Oil Company as may be necessary to qualify any person or persons chosen or to be chosen as directors and officers of any of said Standard Oil companies.

14th. It shall be the duty of said trustees to receive and safely to keep all interest and dividends declared and paid upon any of the said bonds, stocks, and moneys held by them in trust, and to distribute all moneys received from such sources or from sales of trust property or otherwise by declaring and paying dividends upon the Standard Trust certificates as funds accumulate, which in their judgment are not needed for the use and expenses of said trust. The trustees shall, however, keep separate account of receipts from interests and dividends, and of receipts from sales or transfers of trust property, and in making any distribution of trust funds, in which moneys derived from sales or transfers shall be included, shall render

49 the holders of trust certificates a statement showing what amount of the fund distributed has been derived from such sales or transfers. The said trustees may be also authorized and empowered by a vote of a majority in value of holders of trust certificates, whenever stocks or bonds have accumulated in their hands from money purchases thereof, or the stocks or bonds held by them have increased in value, or stock dividends shall have been declared by any of the companies whose stocks are held by said trustees, or whenever, from any such cause, it is deemed advisable so to do, to increase the amount of trust certificates to the extent of such increase or accumulation of values, and to divide the same among the persons then owning trust certificates pro rata.

15th. It shall be the duty of said trustees to exercise general supervision over the affairs of said several Standard Oil companies, and, as far as practicable, over the other companies or partnerships, any portion of whose stock is held in said trust. It shall be their duty, as stockholders of said companies, to elect as directors and officers thereof faithful and competent men. They may elect themselves to

such positions when they see fit so to do, and shall endeavor to have the affairs of all of said companies managed and directed in the manner they may deem conducive to the best interests of the holders of said trust certificates.

16th. All the powers of the trustees may be exercised by a majority of their number. They may appoint from their own number an executive and other committees. A majority of each committee shall exercise all the powers which the trustees may confer upon such committee.

17th. The trustees may employ and pay all such agents and attorneys as they deem necessary in the management of said trust.

18th. Each trustee shall be entitled to a salary for his services not exceeding \$25,000 per annum, except the president of the board, who may be voted a salary not exceeding \$30,000 per annum, which salaries shall be fixed by said board of trustees. All salaries and expenses connected with or growing out of the trust shall be paid by the trustees from the trust fund.

19th. The board of trustees shall have its principal office in the city of New York, unless changed by a vote of the trustees, at which office or in some place of safe deposit in said city, the bonds and stocks shall be kept. The trustees shall have power to adopt rules and regulations pertaining to the meetings of the board, the election of officers, and the management of the trust.

20th. The trustees shall render at each annual meeting a statement of the affairs of the trust. If a termination of the trust be agreed upon, as hereinafter provided, or within a reasonable time prior to its termination by lapse of time, the trustees shall furnish to the holders of trust certificates a true and perfect inventory and appraisement of all stocks and other property held in trust and a statement of the financial affairs of the various companies whose stocks are held in trust.

21st. This trust shall continue during the lives of the survivors and survivor of the trustees in this agreement named, and for twenty-one years thereafter: Provided, however, that if at any time after the expiration of ten years, two-thirds of all the holders in value, or if, after the expiration of one year, ninety per cent of all the holders in value of trust certificates, shall, at a meeting of holders of trust certificates called for that purpose, vote to terminate this trust at some time to be by them then and there fixed the said trust shall terminate at or the date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid, they may, at the same meeting or at a subsequent meeting called for that purpose, decide by a vote of two-thirds in value of their number, the mode in which the affairs of the trust shall be wound up, and whether the trust property shall be distributed or whether it shall be sold, and the values thereof distributed; or whether part, and if so, what part shall be divided and what part shall be sold, and whether such sale shall be public or private.

The trustees, who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed; or, if no mode be agreed upon by two-thirds in value, as aforesaid, the trustees shall

make distribution of the trust property according to law. But said distribution, however made, and whether it be of property or values, or of both, shall be just and equitable, and such as to insure to each owner of a trust certificate his due proportion of the trust property, or the value thereof.

51 22nd. If the trust shall be terminated by expiration of the time for which it is created, the distribution of the trust property shall be directed and made in the mode above provided.

23d. This agreement, together with the registry of certificates, books of accounts, and other books and papers connected with the business of said trust, shall be safely kept at the principal office of said trustees.

Benj. Brewster.

John D. Archbold.

J. A. Botswick.

Chas. Pratt.

Henry H. Rogers.

H. A. Pratt.

C. M. Pratt.

D. M. Harkness, trustee, by

H. M. Flagler, attorney.

Thomas C. Bushnell.

W. C. Andrews.

Chas. F. G. Heye.

William T. Wardwell.

Wm. H. Macy.

Estate of Josiah Macy, jr.

Wm. H. Macy, jr., ex.

Wm. H. Macy, jr.

A. M. McGregor.

J. N. Camden, per H. M. Flagler, attorney.

John Huntington, by H. M. Flagler, attorney.

Lide K. Arter, by H. M. Flagler, attorney.

H. M. Hanna and Geo. W. Chapin, by H. M. Flagler, attorney.

Louise C. Wheaton, by H. M. Flagler, attorney.

O. H. Payne, trustee, by H. M. Flagler, attorney.

O. H. Payne, by H. M. Flagler, attorney.

Geo. F. Chester, trustee.

Geo. H. Vilas, trustee.

W. G. Warden.

H. M. Flagler.

John D. Rockefeller.

Wm. Rockefeller.

J. J. Vandergrift.

Mrs. H. M. Flagler, per H. M. Flagler.

A. J. Pouch.

O. B. Jennings.

D. M. Harkness, by H. M. Flagler, attorney.

W. P. Thompson, by H. M. Flagler, attorney.

S. V. Harkness, by H. M. Flagler, attorney.

Chas. Lockhart.

Jos. L. Warden, by Henry L. Davis, attorney.

Julia H. York, per H. M. Flagler, attorney.

H. A. Hutchins, by H. M. Flagler, attorney.

M. R. Keith, trustee.

D. Busbnell.

Warden, Frew & Co.

Henry L. Davis.

52 Whereas in and by an agreement dated January 2, 1882, and known as the Standard Trust agreement, the parties thereto did mutually covenant and agree *inter alia* as follows, to wit: That corporations to be known as Standard Oil companies of various States should be formed, and that all of the property, real and personal, assets, and business of each and all of the corporations and

limited partnerships mentioned or embraced in Class I of said agreement should be transferred to and vested in the said several Standard Oil companies; that all of the property, assets, and business in or of each particular State should be transferred to and vested in the Standard Oil Company of that particular State, and the directors and managers of each and all of the several corporations and associations mentioned in Class I were authorized and directed to sell, assign, transfer, and convey, and make over to the Standard Oil Company or companies of the proper State or States, as soon as said corporations were organized and ready to receive the same, all the property, real and personal, assets, and business of said corporations or associations; and

Whereas it is not deemed expedient that all of the companies and associations mentioned should transfer their property to the said Standard Oil companies at the present time, and in case of some companies and associations it may never be deemed expedient that the said transfers should be made and said companies and associations go out of existence; and

Whereas it is deemed advisable that a discretionary power should be vested in the trustees as to when such transfer or transfers should take place, if at all. Now, it is hereby mutually agreed between the parties to the said trust agreement, and as supplementary thereto that the trustees named in the said agreement and their successors shall have the power and authority to decide what companies shall convey their said property as in said agreement contemplated, and when the said sales and transfers shall take place, if at all; and until said trustees shall so decide, each of said companies shall remain in existence and retain its property and business, and the trustees shall hold the stocks thereof in trust as in said agreement provided. In the exercise of said discretion the trustees shall act by a majority of their number, as provided in said trust agreement. All portions of said trust agreement relating to this subject shall be considered

53 so changed as to be in harmony with this supplemental agreement.

In witness whereof the said parties have subscribed this agreement this 4th day of January, 1882.

Benj. Brewster.  
John D. Archbold.  
J. A. Bostwick.  
Charles Pratt.  
Henry H. Rogers.  
H. A. Pratt.  
C. M. Pratt.  
D. M. Harkness, trustee.  
D. M. Harkness.  
T. C. Bushnell.  
W. C. Andrews.  
Charles F. G. Heye.  
William T. Wardwell.  
William H. Macy.  
Estate Josiah Macy, jr.

William Rockefeller.  
J. J. Vandergrift.  
Mrs. H. M. Flagler, by H. M.  
Flagler.  
A. J. Pouch.  
O. B. Jennings.  
W. O. Thompson.  
S. V. Harkness.  
John Huntington.  
Lide K. Arter.  
H. M. Hanna.  
George W. Chapin, H. M. Hanna,  
attorney in fact.  
Louise C. Wheaton, by H. M.  
Flagler.

William H. Macy, jr., ex'r.  
 William H. Macy, jr.  
 A. M. McGregor.  
 J. N. Camden.  
 Julia H. York, by B. H. Y.  
 O. H. Payne.  
 George F. Chester, trustee.  
 M. R. Keith, trustee.  
 H. M. Flagler.  
 John D. Rockefeller.

O. H. Payne, trustee.  
 Charles Lockhart.  
 Joseph L. Warden.  
 Henry L. Davis.  
 W. G. Warden.  
 Warden, Frey & Co.  
 D. Bushnell.  
 H. A. Hutchins.  
 George H. Vilas, trustee.

That the various persons, copartnerships, limited partnerships, and corporations named in said trust agreement (for convenience herein called the "trust agreement") were at the time the same was executed engaged in the business of producing crude petroleum, purchasing the same from other producers in the oil regions of Pennsylvania, Ohio, West Virginia, and southwestern New York, 54 transporting the same by pipe lines and by rail to the refineries situated at Baltimore, Md.; Cleveland, Ohio; Titusville, Philadelphia, Franklin, Oil City, Freedom, Pittsburg, and Chester, Pa.; Bayonne and Communipaw, N. J., on the New York Harbor; Brooklyn, Long Island City, and other places on the harbor of New York; Buffalo, Olean, and Rochester, N. Y.; and Parkersburg, W. Va., refining said oil, and shipping, transporting, and selling the same and the products thereof among the various States and Territories of the United States, the District of Columbia, and with foreign nations; and that the persons, copartnerships, limited partnerships, and corporations so named in said unlawful agreements owned and controlled exceeding ninety per cent of said business and commerce of purchasing, refining, transporting, shipping, and selling oil as aforesaid. That the persons signing said trust agreement at the time the same was executed did own all or a controlling interest of the stock of all of said corporations and limited partnerships named in the 1st and 3d classes therein described, and did control all of said corporations and limited partnerships thru such ownership; and that each and all of said corporations and limited partnerships were at the time of the signing of said agreement, and for a long time prior thereto, so engaged separately in said business as such corporations and limited partnerships; and that by the said trust agreement and the placing of said stock interest in the hands of 55 said trustees, as by the said agreement provided, all competition among the said corporations, limited partnerships, and individuals was suppress and destroyed, and the aforesaid trade and commerce among the several States and Territories of the United States, the District of Columbia, and with foreign nations, as before described, was restrained and monopolized.

That the trustees named in said trust agreement did, pursuant thereto, and on or about August 5, 1882, organize the Standard Oil Company of New Jersey, under and by virtue of the laws of the State of New Jersey, with an authorized capital stock of \$3,000,000, divided into shares of \$100 each; that thereafter, from time to time

and before the month of January, 1899, the capital stock of said corporation was increased to \$10,000,000, divided into shares of \$100 each; that pursuant to said trust agreement, on or about August 10, 1882, the said trustees organized the Standard Oil Company, of New York; that said corporation was duly created and organized under and by virtue of the laws of the State of New York with a capital stock of \$5,000,000, divided into 50,000 shares of \$100 each, which said capital stock was increased on April 9, 1892, to \$7,000,000, and on December 7, 1903, to \$15,000,000, divided into shares of \$100 each. That there already existed under the laws of Ohio and under the laws of Pennsylvania a Standard Oil company in each  
56 one of said States, which complied with the terms of said trust agreement.

That the said trustees did, immediately after the organization of said trust, organize themselves and adopt by-laws similar to and like corporation by-laws, a copy of which said by-laws is hereto attached and marked "Exhibit 11."

That the said trustees elected John D. Rockefeller as the president of said board of trustees, and H. M. Flagler as secretary, who held respectively the said offices thereof during the entire existence of the said board of trustees until the renewal and reorganization of said combination into the Standard Oil Company of New Jersey, in January, 1899, as hereinafter alleged, and that during all of said time, while said business was controlled and managed by said trustees, the individual defendants herein constituted the majority of said trustees, and controlled, managed, and directed the said trust and all of the subsidiary corporations and businesses so combined by said trust agreement.

Your petitioner further alleges that pursuant to said trust agreement the said trustees caused to be transferred to themselves the stocks of all corporations and limited partnerships named in said trust agreement, and caused various of the individuals and copartnerships, who owned independent refineries and other properties employed in the business of refining and transporting and selling oil in and among said various States and Territories of the  
57 United States as aforesaid, to transfer their property situated in said several States to the respective Standard Oil companies of said States of New York, New Jersey, Pennsylvania, and Ohio, and other corporations organized or acquired by said trustees from time to time, the exact property so transferred, of what individuals and copartnerships, and to what companies transferred your petitioner is unable to state with more particularity.

That at the time of acquiring said stocks and properties, to wit, on or about January 1, 1882, the Standard Oil trustees issued to the various stockholders of the companies transferring their stocks to the said trustees as hereinbefore alleged and to the various persons transferring their properties as provided for by said trust agreement, trust certificates, which said trust certificates represented the separate ownership of the stock and interest of each of said persons in said various corporations, firms, limited partnerships, and properties, and were divided into shares of \$100 each; that the following is a copy of one



of said certificates, the name of the owner, the number of shares, and the date being left blank:

Number ———. Shares \$100 Each. Shares ———.

### Standard Oil Trust.

This is to certify that ——— is entitled to ——— shares in the equity to the property held by the trustees of the Standard Oil trust, transferable only on the books of said trustees on surrender of this certificate. This certificate is issued upon condition  
58 that the holder or any transferee thereto shall be subject to all the provisions of the agreement creating said trust and of the by-laws adopted in pursuance of said trust agreement as fully as if he had signed the said trust agreement.

Witness the hands of the president, secretary and treasurer of the board of trustees, this ——— day of ———, A. D. 1882, at the city of New York.

J. D. ROCKEFELLER, *President.*

H. M. FLAGLER, *Secretary.*

WILLIAM T. WARDWELL,  
*Asst. Treasurer.*

That at the time of the organization of said trust there were issued to various persons for their said stock and other interests as aforesaid 700,000 shares of trust certificates; that the following are the names and addresses of each certificate holder, and the number of shares of trust certificates issued to each at said time:

Name.	Address.	Number of shares trust certificates issued.
W. C. Andrews.. . . .	Cleveland, Ohio.. . . .	19,800
Charles Pratt.. . . .	Brooklyn, N. Y.. . . .	54,000
C. M. Pratt.. . . .	do. . . . .	4,000
H. A. Pratt.. . . .	do. . . . .	300
Henry H. Rogers.. . . .	New York.. . . .	18,200
Wm. Rockefeller.. . . .	do. . . . .	32,000
O. B. Jennings.. . . .	do. . . . .	16,360
Wm. H. Macy.. . . .	do. . . . .	1,180
Est. Josiah Macy, Jr., W. H. Macy, Jr., Ex'r.	do. . . . .	17,840
A. J. Pouch.. . . .	Brooklyn, N. Y.. . . .	3,560
J. A. Bostwick.. . . .	New York.. . . .	34,000
Warden, Frew & Co.. . . .	Philadelphia.. . . .	1,100
Charles Lockhart.. . . .	Pittsburg.. . . .	27,200
W. G. Warden.. . . .	Philadelphia.. . . .	29,400
O. H. Payne, trustee.. . . .	Cleveland.. . . .	1,220
S. V. Harkness.. . . .	do. . . . .	58,500
H. M. Flagler.. . . .	New York.. . . .	60,000
D. Bushnell.. . . .	Pittsburg.. . . .	1,940
Jos. L. Warden.. . . .	Philadelphia.. . . .	1,960
J. J. Vandegriff.. . . .	Pittsburg.. . . .	10,000
C. F. G. Heye.. . . .	New York.. . . .	3,560

Name.	Address.	Number of shares trust certificates issued.
H. M. Hanna & C. W. Chapin.....	Cleveland.....	5,280
A. M. McGregor.....	New York.....	2,360
Benj. Brewster.....	do.....	8,180
H. A. Hutchins.....	Cleveland.....	2,220
John D. Archbold.....	do.....	7,000
John D. Rockefeller.....	do.....	191,700
J. N. Camden.....	Parkersburg, W. Va.....	4,000
W. P. Thompson.....	Cleveland.....	2,640
59 D. M. Harkness.....	Bellevue, Ohio.....	6,400
O. H. Payne.....	Cleveland.....	50,000
John Huntington.....	do.....	11,680
Wm. T. Wardwell.....	New York.....	1,560
Wm. H. Macy, jr.....	do.....	560
Louisa C. Wheaton.....	Cleveland.....	1,000
Mrs. H. M. Flagler.....	New York.....	1,000
Julia H. York.....	Cleveland.....	1,000
D. M. Harkness, trustee.....	Bellevue, Ohio.....	560
Henry L. Davis.....	Philadelphia.....	4,000
T. C. Bushnell.....	Morristown, N. J.....	2,000
Lide K. Arter.....	Cleveland.....	700
Total.....		700,000

Your petitioner further alleges that from time to time for the purpose of eliminating competition and monopolizing the said commerce the said trustees acquired other properties belonging to persons, firms, limited partnerships, and corporations and engaged at the time of said purchase in competition with the Standard Oil Trust in purchasing and piping crude oil to refineries, in refining, shipping, and selling the same and the products thereof, and caused the said properties to be transferred to various corporations then owned or controlled by the Standard Oil trustees, or caused the stocks or interests so purchased to be transferred directly to the said trustees or to corporations controlled by them. The exact properties and interests so acquired your petitioner is unable to state, but alleges the fact to be that at various times thereafter the business of the same was consolidated into various corporations, the stocks of which were held and controlled by the Standard Oil trustees.

That in 1888 the said trustees so unlawfully controlled the stock and ownership of various corporations and limited partnerships engaged in such purchase and transportation refining, selling, and shipping of oil, as follows; the list following showing the name of the corporation, or limited partnership, where organized and situated, the amount of the capital stock, and the ownership of the Standard Oil trustees, in percentages:

*List of Corporations the Stocks of Which Were Wholly or Partially Held  
by the Trustees of Standard Oil Trust.*

	Capital stock.	S. O. trust owner- ship.
<b>New York State:</b>		
Acme Oil Company, manufacturers of petroleum products.	\$300,000	Entire.
Atlas Refining Company, manufacturers of petroleum products.	200,000	Do.
American Wick Manufacturing Company, manufacturers of lamp wicks.	25,000	Do.
Bush & Denslow Manufacturing Company, manufacturers of petroleum products.	300,000	50 per cent.
Chesebrough Manufacturing Company, manufacturers of petroleum.	500,000	2,661-5,000.
Central Refining Company (Limited), manufacturers of petroleum products.	200,000	1-67.2 per cent.
Devoe Manufacturing Company, packers, manufacturers of petroleum.	300,000	Entire.
Empire Refining Company (Limited), manufacturers of petroleum products.	100,000	80 per cent.
Oswego Manufacturing Company, manufacturers of wood cases.	100,000	Entire.
Pratt Manufacturing Company, manufacturers of petroleum products.	500,000	Do.
Standard Oil Company of New York, manufacturers of petroleum products.	5,000,000	Do.
Sone & Fleming Manufacturing Company (Limited), manufacturers of petroleum products.	250,000	Do.
Thompson & Bedford Company (Limited), manufacturers of petroleum products.	250,000	80 per cent.
Vacuum Oil Company, manufacturers of petroleum products.	25,000	75 per cent.
<b>New Jersey:</b>		
Eagle Oil Company, manufacturers of petroleum products.	350,000	Entire.
McKirgan Oil Company, jobbers of petroleum products.	75,000	Do.
Standard Oil Company of New Jersey, manufacturers of petroleum products.	3,000,000	Do.
<b>Pennsylvania:</b>		
Acme Oil Company, manufacturers of petroleum products.	300,000	Do.
Atlantic Refining Company, manufacturers of petroleum products.	400,000	Do.
Galena Oil Works (Limited), manufacturers of petroleum products.	150,000	86½ per cent.
Imperial Refining Company (Limited), manufacturers of petroleum products.	300,000	Entire.
Producers' Consolidated Land and Petroleum Company, producers of crude oil.	1,000,000	4½ per cent.
National Transit Company, transporters of crude oil.	25,455,200	94 per cent.
Standard Oil Company, manufacturers of petroleum products.	400,000	Entire.
Signal Oil Works (Limited), manufacturers of petroleum products.	100,000	38½ per cent.

	Capital stock.	S. O. trust ownership.
61 Ohio:		
Consolidated Tank-Line Company, jobbers of petroleum products.	1,000,000	57 per cent.
Inland Oil Company, jobbers of petroleum products.	50,000	50 per cent.
Standard Oil Company, manufacturers of petroleum products.	3,500,000	Entire.
Solar Refining Company, manufacturers of petroleum products.	500,000	Do.
Kentucky:		
Standard Oil Company, jobbers of petroleum products.	600,000	Do.
Maryland:		
Baltimore United Oil Company, manufacturers of petroleum products.	600,000	5,050-6,000.
West Virginia:		
Canden Consolidated Oil Company, manufacturers of petroleum products.	200,000	51 per cent.
Minnesota:		
Standard Oil Company, jobbers of petroleum products.	100,000	Entire.
Missouri:		
Waters-Pierce Oil Company, jobbers of petroleum products.	400,000	50 per cent.
Massachusetts:		
Beacon Oil Company, jobbers of petroleum products.	100,000	Entire.
Maverick Oil Company, jobbers of petroleum products.	100,000	Do.
Maine:		
Portland Kerosene Oil Company, jobbers of petroleum products.	200,000	Do.
Iowa:		
Standard Oil Company, jobbers of petroleum products.	600,000	60 per cent.
Continental Oil Company, jobbers of petroleum products.	300,000	62½ per cent.

That thereafter, to wit, between 1888 and 1892 the said trustees continued to acquire the control of additional properties belonging to firms, limited partnerships, and corporations engaged in such business in and among said various States and competing with the Standard Oil Trust, or the stocks of such corporations and limited partnerships, and caused the said various properties and stocks as purchased and other properties and stocks theretofore owned to be transferred to various corporations the stocks of which were held and controlled by said trustees, so that in 1892 the Standard Oil trustees controlled all of the said corporations and properties,

02 thru the following named corporations organized under the laws of the following named States and counties, the property of which was appraised and estimated by the said Standard Oil Trust at the amount set opposite the respective corporations, the amount of the capital stock being also set opposite the name of each of said corporations, all of which was so unlawfully held and controlled by said trustees, to wit:

Name of company.	Where organized.	Appraised value of property.	Capital stock.
Anglo-American Oil Co. (Limited)...	England.....	\$6,913,639.49	<sup>a</sup> \$5,000,000
Atlantic Refining Co.....	Pennsylvania..	8,631,376.67	5,000,000
Buck Eye Pipe Line Co.....	Ohio.....	7,941,038.15	10,000,000
Eureka Pipe Line Co.....	Ohio.....	1,547,055.16	5,000,000
Forest Oil Co.....	Pennsylvania..	3,528,813.11	5,500,000
Indiana Pipe Line Co.....	Indiana.....	2,014,053.91	1,000,000
National Transit Co.....	Pennsylvania..	25,796,712.97	25,455,200
New York Transit Co.....	New York....	4,909,300.00	5,000,000
Northern Pipe Line Co.....	Pennsylvania..	707,067.00	1,000,000
Northwestern Ohio Natural Gas Co..	Ohio.....	1,396,760.00	3,278,500
Ohio Oil Co.....	Ohio.....	8,260,378.04	2,000,000
Solar Refining Co.....	Ohio.....	711,793.87	500,000
Southern Pipe Line Co.....	Pennsylvania..	3,279,018.28	5,000,000
South Penn Oil Co.....	Pennsylvania..	3,021,654.87	2,500,000
Standard Oil Company of Indiana..	Indiana.....	1,038,518.61	1,000,000
Standard Oil Company.....	Kentucky....	3,604,800.78	1,000,000
Standard Oil Company.....	New Jersey...	14,983,943.30	10,000,000
Standard Oil Company.....	New York....	16,772,186.29	7,000,000
Standard Oil Company.....	Ohio.....	3,426,014.72	3,500,000
Union Tank Line Co.....	New Jersey...	3,057,187.41	3,500,000
Total appraised value.....		121,631,312.63	.....
Total capitalization.....		102,233,700.00	.....
Excess.....		19,397,612.63	.....

<sup>a</sup> One million pounds sterling.

That from time to time, as said new stocks and property were so acquired in the name of the said trustees, additional certificates were issued in payment therefor and for stock dividends, so that at the time of the pretended dissolution of said trust, to wit, on March 21, 1892, there were outstanding \$97,250,000 of the shares of such trust certificates, representing the stock control so unlawfully held by said trustees under said trust agreement, being 972,500 shares.

63 That during all the time from the organization of said unlawful trust down to the time of the pretended dissolution thereof in 1892, as hereinafter alleged, the individual defendants herein, being at all times a majority of and in control of said board of trustees, and for the purpose of suppressing competition and monopolizing trade and commerce among the States and Territories of the United States and with foreign nations, as aforesaid, in the purchase and shipment and piping of crude oil, the refining, shipping, and selling of the same and the products thereof, controlled all of said separate corporations thru said stock ownership, and elected boards of directors and officers in the said various corporations from time to time and managed them all in harmony.

That prior to March, 1892, the attorney-general of the State of Ohio instituted a suit in the Supreme Court of the State of Ohio, entitled *State of Ohio ex rel. Attorney-General vs. Standard Oil Company*, in which suit it was alleged, among other things, that the said Standard Oil Company of Ohio, thru its officers and stockholders, had entered into the unlawful trust agreement hereinbefore

alleged and set out in full in this bill, and that the same was in restraint of commerce and an attempt to monopolize commerce, and void, and that by so doing the said Standard Oil Company had offended the laws of its creation, to wit, of the State of Ohio that the said Standard Oil Company filed its answer therein, admitting the execution of said agreement; that said petition and answer were amended; that reference is hereto made to said record for greater certainty; that on March 2, 1892, judgment was rendered and given in said suit in the Supreme Court of Ohio, declaring the said trust agreement void as being in restraint of commerce and a monopolization of commerce in oil as aforesaid, and ousting the defendant from the right to make the agreement set forth in the petition and from the power to perform the same. The record in said case and the judgment therein your petitioner asks leave to prove herein without alleging the same with greater certainty.

That shortly after said decision, to wit, on March 21, 1892, a meeting of the trust certificate holders was called and held at No. 26 Broadway, New York, the office of said trustees, at which meeting were present John D. Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold and William Rockefeller; that at said meeting a resolution was adopted by more than two-thirds of the certificate holders, which said resolution was as follows, to wit:

*Resolved*, That the agreement dated January 2, A. D. 1882, commonly known as the Standard Oil Trust agreement, and the supplement thereto, dated January 4, 1882, be and are hereby terminated this 21st day of March, A. D. 1892, and further

*Resolved*, That the affairs of the trust shall be wound up by John D. Rockefeller, Henry M. Flagler, William Rockefeller, John D. Archbold, Benjamin Brewster, Henry H. Rogers, Wesley H. Tilford, and O. B. Jennings, and the survivors or survivor of them in the following manner:

65 All property held by said trust, except stocks of corporations, shall be sold by said trustees at private sale and the proceeds thereof, together with any money belonging to the trust, shall be distributed to the owners of trust certificates according to their respective interests.

All stocks of corporations held by said trustees shall be distributed to the owners of trust certificates in proportion to the respective equitable interests of said owners in the stocks so held in trust, as evidenced by said trust certificates; that is to say, each owner of trust certificate or certificates shall be entitled to deliver said certificate or certificates for cancellation and to receive in lieu thereof an assignment of as many shares or fractions of shares in each of the corporations whose stocks are held in the said trust as he is entitled to by virtue of said certificate or certificates; it being the intent and meaning of this resolution that the equitable interest in said stocks represented by trust certificates may thus on demand be converted into legal interests represented by assignments and transfers of said stocks by said trustees to the parties entitled thereto, which transfers and assignments may be entered on the books of the several corpora-

tions upon the demand of the holders of said assignments, thereby merging or converting equitable ownership into legal ownership in said stocks. All purchases, sales, exchanges, and cancellation of stocks, or agreements thereof, executed or executory, made by the trustees during the existence of the trust, and all assents by said trustees as stockholders to purchases, sales, and exchanges of corporate property, and to the formation and winding up of corporations, and all other acts of said trustees during the existence of the trust, are hereby ratified and confirmed.

*Resolved*, That the trustees hereby appointed to wind up the trust have power to act by a majority of their number, to fill any vacancies in their number, and to sign all papers by one or more of their number as attorney or attorneys in fact, and that they report from time to time to the parties interested all transactions had or done by virtue of these resolutions.

*Resolved*, That the power to vote upon any stocks then standing in the name of the trustees shall cease at the end of four months from this date.

*Resolved*, That personal notice of the adoption of these resolutions be given to all holders of trust certificates.

66      That the liquidating trustees named in the aforesaid resolution were the same as the trustees under the trust agreement, and that the individual defendants in this case were a majority thereof.

That pursuant to said resolution the only property which was sold by said liquidating trustees was property other than the stocks in said corporations and amounted to \$1,579,400; that all the rest of the property, except a certain amount of earnings in the hands of the trustees for distribution, was stocks in the various corporations which the said trustees unlawfully held and controlled, and which were not returned to the original holders and owners thereof, thereby returning to the original owners the property which they originally unlawfully put into said trust, but all of the stocks in each of the companies so in the hands of said trustees were divided into portions in proportion to the number of trust certificates held by each certificate holder, thereby giving each certificate holder an aliquot part of the stock of each subsidiary corporation, by which scheme the said individual defendants continued their control and joint ownership and the conspiracy to control the business of said separate corporations; that the said liquidating trustees issued to each one of said persons a certificate or assignment of the title to his share of stock in each of said corporations; one of said certificates (all of which were substantially in the same form) being in the following form, to wit:

## Standard Oil Trust Company.

"Assignment of Legal Title to Stocks Heretofore Represented by  
256,854 Shares."

Whereas John D. Rockefeller is the owner of the equitable title to 256,854-972,500 of the amount of corporate stocks held by the trustees of the Standard Oil Trust in each of the several corporations whose stocks were held by said trust on the first day of July, A. D. 1892, which equitable ownership was represented by 256,854 shares of Standard Oil Trust surrendered for cancellation. Now, we, the trustees in whose names the legal title to said stock stands, do hereby assign and transfer to John D. Rockefeller and his assigns the legal title to the aforesaid amount of the said stocks and authorize the proper officers of the several corporations to transfer upon their books and to issue corporate certificates for the required amount of their respective capital stocks upon presentation and cancellation of this assignment. The several corporations will issue stock certificates for whole shares and scrip for fractions of shares and upon presentation of fractional share scrip sufficient for the purpose, certificates for whole shares will be issued. When transfer of stock upon the corporate books is desired by virtue of this assignment, it must be placed in the hands of an attorney in fact, both for the assignee and the undersigned trustees, and said attorney shall first obtain the proper certificates and scrip from all the several companies, and thereupon shall deliver the certificates to the trustees and the stock certificates and scrip to the party or parties entitled thereto.

(Signed in print:)

JOHN D. ROCKEFELLER,  
WILLIAM ROCKEFELLER,  
HENRY M. FLAGLER,  
JOHN D. ARCIIBOLD,  
BENJAMIN BREWSTER,  
HENRY H. ROGERS.  
WESLEY H. TILFORD,  
O. B. JENNINGS, *Trustees.*

(Signed in writing:)

H. M. FLAGLER, *Secretary.*  
W. H. TILFORD,  
*Attorney in Fact.*

68 That after said pretended dissolution various of the certificate holders from time to time presented their certificates to the liquidating trustees and received like assignments to the foregoing issued to John D. Rockefeller for their proportion of the stocks in the various subsidiary corporations; but your petitioner alleges that not all of the said certificate holders did immediately after said pretended dissolution so present their certificates and receive assignments, but that a large number of the certificate holders



retained their original certificates until the organization and merger of their interests in the Standard Oil Company, of New Jersey, in 1899, and a large number of those who received assignments of interest in the stock of the said subsidiary corporations did not present the same and receive certificates of stock of the said subsidiary corporations, but retained their assignment certificates, and at the time of the organization and merger of all of their interests in the Standard Oil Company, of New Jersey, there were exchanged for the stock of said Standard Oil Company certificates of stock in said subsidiary corporations, assignments made by said liquidating trustees and original trustees' certificates, as hereinafter more particularly alleged.

Your petitioner alleges that the defendants each so obtained an interest in the stocks of each and all of the companies then wrongfully held by the trustees sufficient in amount to give them the control of each and all of said corporations after the said pretended dissolution and did so control the said corporations until the time of the merger into the Standard Oil Company of New Jersey thereafter, as hereinafter alleged.

That during the said time from 1892 down to January, 1899, and notwithstanding the said decision declaring the said trust agreement void and ousting the Standard Oil Company of Ohio from the right to make said agreement and to perform the same, and notwithstanding the pretended dissolution of said trust, the individual defendants in this action, who were liquidating trustees, did continue to manage the affairs of all said separate corporations so engaged in said business in the same manner as they had theretofore under and by virtue of the terms of said trust agreement and in violation of law, and continued to elect and did elect and designate the directors, managers, and officers of all of said corporations, for the purpose and with the effect of suppressing and restraining commerce in petroleum oil and the products thereof among the various States and Territories of the United States and with foreign nations, and for the purpose and with the effect of monopolizing the said trade and commerce.

That during said period the individual defendants, acting as such trustees, for the purpose of eliminating competition and monopolizing the said commerce acquired, in the names of various of such corporations, the stocks of limited partnerships and corporations, and the property of individuals, firms, and copartnerships engaged in purchasing, transporting, refining, shipping, and selling petroleum and the products thereof, theretofore competing with said trustees in said business, and consolidated the said properties into various companies controlled by said trustees.

## V.

### *Organization of Standard Oil Company of New Jersey; General Allegation of Conspiracy.*

That on or about the month of January, 1899, the individual defendants herein, having conspired and confederated together as

aforesaid under said various arrangements, as herein alleged, and said trust agreement for the purpose of restraining trade and commerce among the States and Territories of the United States, the District of Columbia, and with foreign nations, and for the purpose of monopolizing the said trade and commerce as aforesaid, did in continuation thereof, and for the purpose of making said combination, conspiracy, and monopoly more complete and effective, conspire and confederate together, and with divers other persons and corporations, further to restrain the trade and commerce in petroleum and its products among the several States and Territories of the United States, the District of Columbia, and with foreign nations, in the transportation of crude oil by pipe line and by railroad, in the purchase and refining of said oil and the shipment and sale of such

oil and the products thereof and to monopolize the said trade  
 71 and commerce among the several States and Territories of the United States, the District of Columbia, and with foreign nations, and for the purpose of carrying out said conspiracy and effecting said monopoly caused the stock ownership and control of all said corporations so engaged in said commerce as aforesaid and so held and controlled by said trustees under said unlawful trust agreement to be combined and merged under their management and control in the Standard Oil Company of New Jersey (the name of which corporation had previously been changed to the Standard Oil Company) in the manner following, to wit:

That on or about the month of January, 1899, the said individual defendants caused the charter of the said company to be amended so that the business and objects of said company were stated as follows, to wit: "To do all kinds of mining, manufacturing, and trading business; transporting goods and merchandise by land or water in any manner; to buy, sell, lease, and improve lands; build houses, structures, vessels, cars, wharves, docks, and piers; to lay and operate pipe lines; to erect lines for conducting electricity; to enter into and carry out contracts of every kind pertaining to its business; to acquire, use, sell, and grant licenses under patent rights;  
 72 to purchase or otherwise acquire, hold, sell, assign, and transfer shares of capital stock and bonds or other evidences of indebtedness of corporations, and to exercise all the privileges of ownership, including voting upon the stocks so held; to carry on its business and have offices and agencies therefor in all parts of the world, and to hold, purchase, mortgage, and convey real estate and personal property outside the State of New Jersey."

That the capital stock of said company was at said time increased from \$10,000,000, which had theretofore since March 19, 1892, been the amount of its capital stock, to \$110,000,000, divided into 1,100,000 shares of \$100 each, of which 100,000 shares which had been issued and were then outstanding were declared to be preferred stock, and the balance of 1,000,000 shares was common stock.

That the powers conferred upon said corporation included all the powers to do the business of the various corporations under said unlawful trust agreement as aforesaid, and the object of forming said corporation was to acquire the stocks and control of each and all of said corporations and other corporations engaged in like business, and

for the purpose of operating and controlling said corporations and other corporations in the same manner as had been done by the individual defendants thru said trust agreement in suppressing and restraining competition and monopolizing trade and commerce in petroleum and its products as aforesaid.

73 That a copy of the by-laws of said Standard Oil Company is hereto attached, marked "Exhibit 12," and made a part of this bill of complaint.

That from the time of the organization of said company to the present time the said individual defendants have been members of its board of directors and its officers, and have owned a majority of its stock and have dominated and controlled said combination for the purpose and with the effect of restraining and monopolizing the said trade and commerce as aforesaid.

That for the purpose of retaining control of all of said corporations so controlled under said trust agreement, the individual defendants caused all of the stock of said subsidiary corporations, so in the hands of said trustees, to be divided among the trust certificate holders, as hereinbefore more particularly alleged, and caused all of the stock of said corporations, so controlled by said trustees, to be exchanged for certificates of stock in the Standard Oil Company so organized under the laws of the State of New Jersey as a holding company, hereinafter known as the Standard Oil Company, in the following manner:

That some of said trust certificate holders had obtained their shares of stock in the subcompanies, some of them still retained their liquidating certificates of assignment and some of the said certificate holders still retained their original certificates, and that all of the stock of the said subsidiary corporations was so transferred

74 to the Standard Oil Company either thru the exchange of the stock issued pursuant to said liquidation or thru the exchange of liquidating certificates of assignment or the original certificates of the trustees, the exact amount of each which were so transferred to the Standard Oil Company your petitioner is unable to state, but alleges the fact to be that in one or the other of said modes all of the stock of said subsidiary corporations was merged into the Standard Oil Company, and that in the year 1899 there were issued by such process \$97,250,000 of the certificates of common stock of the Standard Oil Company, and that there has been since issued from time to time a small amount of stock, so that in the year 1905 there were outstanding \$98,338,300 of the common stock certificates of the Standard Oil Company, and during said year 1899, or subsequently, all of the preferred stock of said Standard Oil Company was retired and none is now outstanding.

That at various times up to the present time (the exact times your petitioner is unable to state), the said individual defendants, in furtherance of said conspiracy, purchased or acquired, in the name of the Standard Oil Company, or in the name of individuals or corporations to be held for the benefit of the Standard Oil Company, all the stocks of various corporations and limited partnerships organized under the laws of various States and of foreign nations, or sufficient of said stocks to secure a controlling interest in each

of said corporations (except as hereinafter stated), and have from time to time caused the properties of certain of said corporations and limited partnerships to be transferred to other corporations so controlled by them and have organized various corporations under said laws from time to time, so that at the present time the said defendants control, direct, and manage, for said unlawful purpose, the following-named corporations and limited partnerships, created and organized under the laws of the States and with the capital stocks set opposite the names of said corporations respectively:

Name.	Where organized.	Capitalization.
Acme Oil Company.....	New York.....	\$300,000
American Lubricating Oil Company.....	New York.....	100,000
Anglo-American Oil Company (Limited).....	England.....	a 1,000,000
Argand Refining Company.....	Ohio.....	Not known.
Atlantic Refining Company.....	Pennsylvania....	5,000,000
Baltimore United Oil Company.....	Maryland.....	600,000
Borne Scrymser Company.....	New Jersey.....	200,000
Buckeye Pipe Line Company.....	Ohio.....	10,000,000
Buffalo Natural Gas Fuel Company.....	New York.....	350,000
Bush and Denslow Manufacturing Company....	New York.....	300,000
Camden Consolidated Oil Company.....	West Virginia..	200,000
Chesbrough Manufacturing Company, Consolidated.	New York.....	500,000
Colonial Oil Company.....	New Jersey....	250,000
Commercial Natural Gas Company.....	Pennsylvania....	100,000
Connecting Gas Company.....	Ohio.....	500,000
Continental Oil Company.....	Iowa.....	300,000
Crescent Pipe Line Company.....	Pennsylvania....	1,000,000
Cumberland Pipe Line Company.....	Kentucky.....	1,000,000
Eastern Ohio Oil and Gas Company.....	Ohio.....	5,000
Eclipse Lubricating Oil Company.....	Pennsylvania....	Not known.
Eureka Pipe Line Company.....	West Virginia..	5,000,000
Florence Oil and Refining Company.....	Colorado.....	500,000
Franklin Pipe Company (Limited).....	Pennsylvania....	50,000
Galena Signal Oil Company.....	Pennsylvania....	10,000,000
Indiana Pipe Line Company.....	Indiana.....	1,000,000
Lawrence Natural Gas Company.....	Pennsylvania....	1,000,000
Mahoning Gas Fuel Company.....	Ohio.....	300,000
Manhattan Oil Company.....	Ohio.....	500,000
Mountain State Gas Company.....	West Virginia..	600,000
National Fuel Gas Company.....	New Jersey....	2,500,000
National Transit Company.....	Pennsylvania....	25,455,200
New York Transit Company.....	New York.....	5,000,000
Northern Pipe Line Company.....	Pennsylvania....	1,000,000
Northwestern Ohio Natural Gas Company.....	Ohio.....	2,775,250
Ohio Oil Company.....	Ohio.....	2,000,000
Oil City Fuel Supply Company.....	Pennsylvania....	2,000,000
Oswego Manufacturing Company.....	New York.....	100,000
Pennsylvania Gas Company.....	Pennsylvania....	2,000,000
Pennsylvania Oil Company.....	Pennsylvania....	80,000
People's Natural Gas Company.....	Pennsylvania....	1,000,000
Pittsburg Natural Gas Company.....	Pennsylvania....	350,000
Platt and Washburn Refining Company.....	New Jersey....	14,000
Prairie Oil and Gas Company.....	Kansas.....	2,500,000
Republic Oil Company.....	New York.....	350,000
Salamanca Gas Company.....	New York.....	30,000

a Pounds sterling.

Name.	Where organized.	Capitaliza- tion.
76	Security Oil Company.....	3,000,000
	Solar Refining Company.....	500,000
	Southern Pipe Line Company.....	5,000,000
	South Penn Oil Company.....	2,500,000
	Southwest Pennsylvania Pipe Lines Company.....	3,500,000
	Standard Oil Company, of California.....	6,000,000
	Standard Oil Company, of Indiana.....	1,000,000
	Standard Oil Company, of Iowa.....	1,000,000
	Standard Oil Company, of Kansas.....	100,000
	Standard Oil Company, of Kentucky.....	1,000,000
	Standard Oil Company, of Minnesota.....	100,000
	Standard Oil Company, of Nebraska.....	1,000,000
	Standard Oil Company, of New York.....	15,000,000
	Standard Oil Company, of Ohio.....	3,500,000
	Swan and Finch Company.....	100,000
	Taylorstown Natural Gas Company.....	10,000
	Tidewater Pipe Company (Limited).....	625,000
	Tide Water Oil Company.....	5,000,000
	Union Tank Line Company.....	3,500,000
	United Natural Gas Company.....	1,000,000
	United Oil Company.....	3,000,000
	Vacuum Oil Company.....	2,500,000
	Washington Oil Company.....	100,000
	Waters-Pierce Oil Company.....	400,000

That as to certain of said companies, to wit, Argand Refining Company and Eclipse Lubricating Oil Company, your petitioner is unable to state the amount of capital stock, but alleges that the same are controlled thru ownership of capital stock by said Standard Oil Company.

That as to the Tidewater Pipe Company and the Tide Water Oil Company your petitioner is unable to state whether the defendants control all of the stock of said companies or not, but alleges that they do control the said companies by ownership of stock and thru contracts for the division of business, as hereinafter alleged, and thru other agreements and understanding with said companies.

That as to the defendant Florence Oil and Refining Company of Colorado your petitioner states that it has no knowledge or information as to whether the defendants or the Standard Oil Company own any of the capital stock of said company or not, but  
77 alleges that the same is a party to said combination and conspiracy thru the contracts hereinafter more specifically set out.

That as to the United Oil Company of Colorado, your petitioner states, on information and belief, that the Standard Oil Company owns seventeen (17) per cent of its capital stock, but alleges that the same is a party to said combination and conspiracy thru the contracts hereinafter more specifically set out.

That Henry C. Folger, jr., and Calvin N. Payne are copartners doing business under the firm name and style of Corsicana Refining Company; that the property of said copartnership belongs to the Standard Oil Company, and the said copartners hold said property and transact said business for the said Standard Oil Company.

That certain of said companies, to wit, the Franklin Pipe Company (Limited), and the Tidewater Pipe Company (Limited), are limited partnerships created and organized under the laws of Pennsylvania, with capital stock, and are hereinafter referred to as corporations.

That the Pacific Coast Oil Company hereinafter referred to was organized under and by virtue of the laws of the State of California on or about September 10, 1879; and that on or about August 4, 1906, the name of said corporation was duly changed to Standard Oil Company.

That during all of the time since 1899 the said individual defendants have been the principal directors and officers of the  
78 Standard Oil Company, and have controlled the said Standard Oil Company; which said Standard Oil Company has been principally a holding company, reorganized and continued by said parties for the purpose of taking the place of the said trustees, and has exercised the same powers as the said trustees, and acquired and holds the stocks of all said corporations as a holding corporation, and has elected the boards of directors of all of said subsidiary corporations, appointed the officers and controlled the policy and business thereof, thereby suppressing competition in the purchase, transportation, manufacture, shipment, and sale of petroleum and its products into and among the various States and Territories of the United States, the District of Columbia, and into and with foreign countries, and monopolizing the said commerce; and that said holding and control is in violation of the laws of the United States, and particularly of the act of Congress entitled "An act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890.

That directly and thru the instrumentality of said subsidiary corporations, the said Standard Oil Trust was and the Standard Oil Company has been and now is engaged in producing, purchasing, and transporting petroleum in the principal oil-producing districts  
79 in the United States, principally situated in New York, Pennsylvania, West Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Kansas, Indian Territory, Oklahoma, Louisiana, Texas, Colorado, and California, and in shipping and transporting said oil thru pipe lines owned and controlled by said companies, from the various oil-producing districts into and thru other States, in refining said petroleum and manufacturing the same into various products, in shipping the said petroleum and the products thereof into all the States and Territories of the United States, the District of Columbia, and foreign countries, in shipping said petroleum and its products in tank cars owned and controlled by said subsidiary companies into the various States and Territories of the United States and the District of Columbia, and in selling the said petroleum and its products in various places in the United States and Territories of the United States, the District of Columbia, and in foreign countries; and that said individual defendants, thru the said Standard Oil Trust and Standard Oil Company and their said various subsidiary corporations, have therefore, during each and

all of the years since the organization of said Standard Oil Trust in 1882 and of said Standard Oil Company in 1899, been engaged in and are now engaged in interstate commerce.

Your petitioner alleges that the principal refineries and works for the manufacture of crude petroleum into various products, which are owned or controlled by the Standard Oil Company, or the owners of which are engaged in said conspiracy and parties thereto, as in this bill alleged, with the place of the location of said refineries and works and the name of the company or partnership owning the same, are as follows, to wit:

Standard Oil Company of New Jersey, refineries at Baltimore, Maryland; Bayonne, New Jersey; Constable Hook, New Jersey, and Parkersburg, West Virginia.

Vacuum Oil Company, refineries at Olean, New York; Rochester, New York.

Standard Oil Company of New York, at Buffalo, New York; Brooklyn, New York, and Long Island City; New York.

Atlantic Refining Company, at Point Breeze (Philadelphia), Pennsylvania; Franklin, Pennsylvania, and Pittsburgh, Pennsylvania.

Solar Refining Company, at Lima, Ohio.

Standard Oil Company of Ohio, at Cleveland, Ohio.

Standard Oil Company of Indiana, at Whiting, Indiana, and Sugar Creek, Missouri.

Standard Oil Company of Kansas, at Neodesha, Kansas.

Pacific Coast Oil Company, at Point Richmond, California.

Security Oil Company, at Beaumont, Texas.

Corsicana Refining Company, at Corsicana, Texas.

Galena Signal Oil Company, Franklin, Pennsylvania.

Tidewater Oil Company, at Bayonne, New Jersey.

81 Florence Oil and Refining Company, at Florence, Colorado.

United Oil Company, at Florence, Colorado.

That the Standard Oil Company owns and controls, as aforesaid, various pipe line companies, among others the following: National Transit Company, New York Transit Company, Northern Pipe Line Company, Southern Pipe Line Company, Crescent Pipe Line Company, Southwest Pennsylvania Pipe Lines Company, Eureka Pipe Line Company, Franklin Pipe Company (Limited), Cumberland Pipe Line Company, Buckeye Pipe Line Company, Indiana Pipe Line Company, Manhattan Oil Company, Prairie Oil and Gas Company, Pacific Coast Oil Company, and Security Oil Company, which companies own and operate an elaborate system of pipe lines for handling crude oil; that said system of pipe lines includes gathering lines in each and all of said oil fields, as aforesaid, by which the oil is collected from the wells and concentrated into shipping centers, and also systems of trunk lines leading from said producing fields and points of concentration to the principal oil refineries situated in the States where said fields are situated, and in other States, as aforesaid, and to the seaboard; that the principal of said trunk lines are as follows, to wit: Trunk lines from the oil

fields of western Pennsylvania and western New York to the refineries at Cleveland, Ohio, Buffalo, New York, and at the seaboard at and about New York Harbor in the States of New York and New Jersey, and at Philadelphia and Baltimore; also trunk lines from the oil fields of West Virginia, Ohio, Kentucky, and Tennessee, extending into the State of Pennsylvania and connecting with the trunk lines to the seaboard and elsewhere above described; also from the oil fields of Ohio and Indiana to Whiting, Indiana, the latter trunk lines also connecting with the trunk lines from Pennsylvania to the seaboard aforesaid; also a trunk line from said oil fields in Indian Territory, Oklahoma, and Kansas to the refineries at Neodesha, Kansas, Sugar Creek, Missouri, and Whiting, Indiana, where it connects with the said trunk lines extending from Whiting to the seaboard; also from the oil fields of southeastern Texas to the refinery of the Security Oil Company at Chaison, Texas, and to the seaboard at Port Arthur, Texas; also from various oil fields in California to the Pacific seaboard, and particularly to the refinery aforesaid at Point Richmond, California. That said pipe lines have been acquired from time to time, and many of the same were controlled and operated by said trustees after the organization of said trust, more particularly the pipe lines in New York, Pennsylvania, Ohio, and West Virginia; that said pipe lines now are and have always been principally used for transporting crude oil owned by the Standard Oil Trust, the Standard Oil Company, or the various corporations so controlled by them, and that a large amount of the oil so transported thru said pipe lines has always been and is being transported from the State of production into and thru various other States.

That the Union Tank Line Company is, and ever since the organization of the Standard Oil Company of New Jersey, in 1899, and prior thereto since about 1891 has been the owner of a large number of tank cars, for shipping both refined and crude petroleum, to wit, at the present time more than seven thousand cars, thru which it is and has been engaged in the transportation of petroleum and the products thereof, from the producing fields to the refineries, and from the refineries into and among the various States and Territories of the United States and the District of Columbia, and is now and has been during all of said time engaged in interstate commerce in such shipments.

That the Standard Oil Company, thru one or more of its subsidiary corporations, the exact corporation your petitioner is unable to state owns, and during all of said time since 1899 has owned and operated, a large number of steamships and other vessels engaged in transporting petroleum and its products from the seaboard to the various States of the United States along the Atlantic seaboard and to foreign countries; and also engaged in transporting the same on the Pacific coast and from Pacific coast points to States and Territories of the United States and to foreign countries, and has thus been engaged in interstate and international traffic and commerce therein.

That in addition to the said defendant companies owning, controlling, and operating said refineries, pipe lines, tank cars, and steamships, the other defendant companies have been en-



gaged in various branches of such business, to wit, mining and purchasing crude oil, selling the same, shipping the same to the refineries, refining the same, and shipping the products thereof into the various States and Territories of the United States, the District of Columbia, and foreign nations, as aforesaid, and marketing the said oil.

That the said Standard Oil Company, thru its various subsidiary companies, has an elaborate system of marketing the products of petroleum in the principal towns thruout all the States and Territories of the United States and the District of Columbia; that it ships the products of oil which it owns from the various refineries and manufacturing points to and into the places in said States, Territories, and the District of Columbia and sells the same at the said points of destination to wholesalers, retailers, and consumers; that it also operates in many of said places in said States, Territories, and the District of Columbia, storage tanks for holding and carrying oil, and tank wagons for the distribution of oil to retail dealers and consumers, and that during the entire period of its existence the Standard Oil Trust operated in the same manner.

85      That the said Standard Oil Trust, during all of its existence from 1882 to 1899, and since 1899 the Standard Oil

Company, and their various subsidiary corporations, and the said individual defendants acting thru both said trust and said corporations, have been engaged continuously in producing crude oil, in purchasing crude oil from other producers in the various oil fields aforesaid, in shipping, thru pipe lines, tank car lines, by steamship, and by railroad, the said oil to the various refining centers owned and controlled by the said various defendant companies, in refining said oil at said various refineries and manufacturing the same into various products, in shipping said oil and the products thereof thru and by means of tank cars, pipe lines, steamships, and by railroads into the said various places in all the States and Territories of the United States and the District of Columbia and into foreign countries, and in selling the same in the said States, Territories, the District of Columbia, and foreign countries; and that the said individual defendants, thru said trust and said various corporations, have during said time thus shipped, refined, and sold more than 90 per cent of the petroleum products manufactured and consumed in said States and Territories of the United States and the District of Columbia, and shipped therefrom to foreign countries, and have monopolized the commerce, traffic, transportation, and refining thereof and the sale of the products in and among said various States and Territories of the United States and the District of Columbia and to foreign countries; and that they have

86      thus restrained the said commerce among the said several States and Territories and with foreign countries as aforesaid, have regulated the production and supply of such products, and fixt the price thereof in such States and Territories and the District of Columbia.

That the said parties have so monopolized and restrained the said commerce by the means of the various combinations as hereinbe-

fore specifically alleged, and by the additional means, among others, as follows, to wit:

# VI.

## *Agreements with Tidewater Companies.*

That the Tidewater Pipe Company (Limited) is a limited partnership created under the laws of Pennsylvania. That about the year 1879 it had constructed a pipe line from the oil regions in western Pennsylvania to Williamsport, Pennsylvania, where it connected with the Philadelphia and Reading Railroad Company, and in connection with said company and the Jersey Central formed a thru line for the transportation of crude oil to the seaboard, and was then engaged in competition with the Standard Oil Company and its allied corporations, and with the railroads extending from the oil regions to the seaboard. That about the year 1881 or 1882 the Tidewater Company completed its pipe line to New York Harbor, and the National Transit Company, under the control of the

87 individual defendants and the Standard Oil Company of Ohio, completed its pipe lines from the said oil regions to the seaboard, and thereafter, until the agreement of 1883, hereinafter described, was in competition with the Tidewater Company in the transportation of crude petroleum to the seaboard. That some time between the years 1879 and 1883, the exact date to your petitioner unknown, the Tidewater Company and the stockholders thereof owned and controlled certain refineries situated in the vicinity of New York Harbor, Chester, Pennsylvania, and Buffalo, New York, which were operated in connection with the pipe lines of the Tidewater Company, and in competition with the refineries of the Standard Oil Company and its allied companies. That the individual defendants herein, the Standard Oil Company of Ohio and its allied companies, undertook to obtain control of the Tidewater Company and its said affiliated refineries for the purpose of eliminating such competition, and in furtherance of said purpose procured the railroad companies competing with the said Tidewater Company and the Reading Railroad and the Jersey Central in the transportation of crude oil to the seaboard, to make extremely low and unremunerative rates, which said rates were in existence for a period of two or three years prior to the making of the contract in 1883 hereinafter referred to. That some time prior to 1883, in furtherance of such plan, the said individual defendants, the Standard Oil Company of Ohio and the corporations allied with them, purchased about one-third of the stock of the Tidewater Pipe

88 Company (Limited), the exact amount your petitioner is unable to state. That by these and other acts the business of the Tidewater Company and its affiliated refining companies had been injured and rendered so unremunerative that the said companies were obliged to and did enter into certain agreements with the Standard Oil Company of Ohio, the Standard Oil Company of New York, the Standard Oil Company of New Jersey, and the National Transit Company for the division of business, copies of which said

contracts are hereto attached, marked Exhibit 13, and made a part of this bill of complaint as fully as tho recited herein at length.

That under and by virtue of the terms of said contracts, among other things, the amount of business to be done in collecting, transporting, and refining petroleum, as between the said Tidewater Pipe Company (Limited) and its associated refining companies, and the Standard Oil Companies and the companies engaged with them in the said unlawful trust agreement, was divided up, whereby the Tidewater Company and its associated companies were restricted to 11½ per cent of the business, and the Standard Oil Companies and their associated companies under said trust agreement were given 88½ per cent of the business; in consideration of which the Standard Oil Companies guaranteed the Tidewater Company and its associated companies an annual net income of \$500,000. That

89 the said contracts were by their terms to continue for a period of fifteen years, and your petitioner alleges, upon information and belief, that the said contract and arrangement is still in existence, and that by virtue of said agreement all competition between the said respective companies has been and now is suppress and eliminated.

That the Tidewater Oil Company was organized under the laws of New Jersey by parties in control of the Tidewater Pipe Company, about 1887, and succeeded to and became the owner of the said refineries affiliated with the Tidewater Company, parties to said agreement; and that the said Tidewater Oil Company is now a party to said agreement, and carrying out the same in lieu of the said refining companies formerly parties thereto.

## VII.

### *Contract With Pennsylvania Railroad Company.*

That the said Standard Oil Trust, having entered into the agreements as in the last paragraph alleged, with the Tidewater Pipe Company (Limited), whereby all competition between the said companies and their allied companies had been suppress and eliminated, did, on or about the 22d day of August, 1884, in order to further eliminate competition in carrying petroleum from the oil fields to the refineries at Philadelphia and the seaboard, and to prevent further competition in the piping and shipment thereof and in refining

90 and selling the same, enter into an agreement, in two parts, with the Pennsylvania Railroad Company, a copy of which is hereto attached, marked Exhibit 14 and made a part of this bill of complaint, as fully as tho recited herein at length; that while said agreement was made in two parts, the same was intended to be and was a matter of fact one single transaction; that under and by virtue of said agreement the Pennsylvania Railroad Company in substance agreed that the rates for transporting oil should be fixt by the railroad company with the advice and concurrence of the Transit Company, thereby conferring upon said trustees under said agreement the power to maintain high railroad rates; and it

was further agreed in substance by the first agreement with the Transit Company that the railroad company should have 26 per cent of the petroleum, both crude and refined, to carry to the seaboard, the same to include all oil transported to the seaboard either by pipe or railway, and if the Pennsylvania Railroad Company did not so transport 26 per cent the Transit Company should deliver crude oil at Milton, Pennsylvania, to the railroad company at the equivalent of 1.3 gallons of crude oil for one gallon of refined oil to make up said deficiency; and by the second agreement the Transit Company agreed, instead of delivering to the Pennsylvania Company the crude oil, it would transport the same to the seaboard, and pay the Pennsylvania Railroad Company four-fifths of the railroad rate on so much of said 26 per cent as the Transit Company should transport by pipe line, thereby agreeing to pay to the Pennsylvania Railroad Company at least four-fifths of the rate on the Pennsylvania Railroad's share of such crude oil transported by the pipe line, without the Pennsylvania Company performing any service whatever in relation thereto.

Your petitioner alleges that said agreement was in force during the entire time of said trust and of the subsequent management under the Standard Oil Company of New Jersey until 1906, and that by reason of such agreement the Pennsylvania Railroad Company, as said trustees and the Standard Oil Company of New Jersey desired, has maintained the rates on crude petroleum and its products from the producing fields and the refineries in and near the same to Philadelphia and the seaboard at so high a rate that independent refiners could not profitably ship by rail; that by concerted action between said trustees and the Pennsylvania Railroad Company, and between the Standard Oil Company of New Jersey and its subsidiary corporations after 1899, at all times the rates on crude petroleum and its products from said shipping points to the seaboard have been maintained and are now maintained at about 45 cents per barrel to New York and 40 cents per barrel to Philadelphia, or at higher rates; that the pipe lines controlled by said trustees during the life of said trusteeship, and by the Standard Oil Company of New Jersey since said time, have also maintained excessive and unreasonable charges for piping crude oil to the seaboard and to Philadelphia, to wit, charges equal to those of the said railway companies, altho 6 or 8 cents per barrel would be a reasonable compensation for such transportation, and that by reason of controlling said pipe lines, and of such excessive rates by rail and by pipe line for said transportation from the oil fields and from the different refineries to the Atlantic seaboard, the individual defendants herein, thru the said trustees and thru the Standard Oil Company of New Jersey, have been able to monopolize the purchase, sale, transportation, and commerce in crude oil and the products thereof in and among the States and Territories of the United States, the District of Columbia, and with foreign nations.

## VIII.

*Restraint and Monopolization by Control of Pipe Lines.*

Your petitioner further alleges that the defendants have continuously since the organization of the trust in 1882 had control of and monopolized the petroleum-carrying business by pipe lines in and from all of the oil-producing regions of the United States with the exception of Texas, Louisiana, and California; that they have used the said pipe lines for the purpose of monopolizing the purchase, refining, distribution and sale of petroleum and its products in the following manner, to wit:

93 That during said time carriers of oil by pipe line have been and now are common carriers; that the said defendants have refused and failed to perform their duties as common carriers of oil in the following respects, to wit: That the said defendants have always, in and from all of said districts, charged excessive and unreasonable rates for the carriage of crude oil, and rates which were discriminatory as against the competitors of the said Standard Oil Company; that they have refused to furnish equal facilities for the receiving and delivery of oil of independent shippers and refiners by failing to deliver said oil at the stations along their line where the said shippers and refiners desired the said oil to be delivered; that at other times they have refused to transport oil belonging to others than the defendants and their associated companies, and since the month of August, 1906, have refused to transport oil for others except in such large quantities as to completely prevent independent producers and refiners of oil from using their service; and that as the result of the said practises the said defendants, thru their various companies, have become practically the sole purchasers of oil in the said districts, and have monopolized the said commerce in oil; that by reason of such monopoly of crude oil many of the competitors of the Standard

94 Oil Company in the refining thereof have been compelled to buy their crude oil from the Standard Oil Company; that by this means and others the said defendants have been enabled to limit the supply of crude oil manufactured by their competitors, and to impose onerous conditions upon said competitors in the purchase, manufacture, and sale of their oil; that among other of the instances of such unlawful practises on the part of said defendants is the following:

That on or about the first day of November, 1903, and for a long period of time previous thereto, there were various independent oil refining companies whose refineries were located in the States of Pennsylvania and Ohio, to wit, Pittsburg Oil Refining Company, A. D. Miller & Sons Company, Seneca Oil Works, Cornplanter Refining Company, Conewango Refining Company, Glade Oil Works, Warren Refining Company, Emlenton Refining Company, Superior Oil Works, Levi Smith, Lake Carriers Oil Company, Beaver Refining Company, Island Petroleum Company, Canfield Oil Company, Sterling Oil Works, and Tiona Oil Company, which purchased their supply of crude oil principally from the Standard Oil

Company, and received the same thru the pipe lines owned, operated, or controlled by the said defendants; that said refineries were previous to said time marketing a large part of their product, to wit, that part known as Export Oil or 73° Abel, and also some of their oil known as 150° Water White, in foreign countries in competition with the similar products of the Standard Oil Company; that the Standard Oil Company, in order to stop such competition as aforesaid, reduced the supply of crude oil to said refineries about fifty per cent, and thereby compelled the said refineries to cease marketing their oil in competition with the Standard Oil Company in foreign countries, and to sell their oil for export thru the Standard Oil Company; and for this purpose the said parties entered into a contract, about the month of December, 1903, with the Standard Oil Company, a copy of which contract, containing substantially the agreements of said parties and the explanations thereto, is hereto attached, marked Exhibit 15, and made a part of this bill of complaint; that "A" in said contract means the individual refiner, and "S" means the Standard Oil Company; that upon entering into said contract the Standard Oil Company agreed to increase the allowance of crude petroleum which had hitherto been reduced as aforesaid, and to furnish to all of said refiners in the aggregate 150,000 barrels of crude oil per month, and compelled the said refiners, as a further condition of obtaining said amount, to agree to purchase no crude oil from any other source (except two of said refineries which had pipe lines of their own); that the said refiners apportioned said amount among themselves as follows, to wit:

96	Name.	Location.	Number of barrels.
	Pittsburg Oil Refining Company.....	Coraopolis, Pa. ....	8,750
	A. D. Miller & Sons Company.....	Pittsburg, Pa. ....	8,000
	Seneca Oil Works .....	Warren, Pa. ....	14,500
	Cornplanter Refining Company.....	do.....	11,750
	Conewango Refining Company.....	do.....	8,500
	Glade Oil Works.....	do.....	11,500
	Warren Refining Company.....	do.....	11,500
	Emlenton Refining Company.....	Emlenton, Pa. ....	8,750
	Superior Oil Works.....	Warren, Pa. ....	8,000
	Levi Smith.....	Clarendon, Pa. ....	8,000
	Lake Carriers' Refining Company.....	Neville Island, Pa. ....	13,750
	Beaver Refining Company.....	Oak Grove, Pa. ....	3,000
	Island Petroleum Company.....	Neville Island, Pa. ....	8,500
	Canfield Oil Company.....	Coraopolis, Pa. ....	1,000
	Sterling Oil Works.....	Marietta, Ohio. . . .	7,500
	Tiona Oil Company.....	.....	7,000
	Total.....	.....	150,000

That the said amount so awarded to each refiner was not sufficient to run said refineries and each of them to their full capacity, but only about seventy-five per cent of the capacity thereof; that by the terms of said contract, in substance, the said refiners agreed to sell

all of their oil which was intended for export to the Standard Oil Company, allowing the Standard Oil Company one-fourth of a cent per gallon commission; that the price to be paid for said oil by the Standard Oil Company was the so-called official export quotation, which was daily fixed by the Standard Oil Company; that the only available market the said refiners had for a large part of the oil produced by them was to sell the same for export; that by the said contract the Standard Oil Company eliminated their competition and obtained a monopoly of the sale of said export oil; that said contract and arrangement was in force during all the time from December, 1903, down to about the month of June, 1906.

97

## IX.

*Unfair Practices Against Competing Pipe Lines.*

That in order to prevent competing pipe lines from doing business and procuring crude oil from the producers adjacent to their lines of pipe, and for the purpose of destroying said business and enabling the defendants to purchase pipe lines and monopolize said commerce, the defendants have, from time to time, thru their various subsidiary companies, paid exceptionally high prices, commonly known as premiums, for oil in limited territories adjacent to said competing lines of pipe, thereby depriving the said competing lines of their business; and that by such means the said defendants have crippled, hampered, and destroyed their business, and in many cases have purchased the said lines of pipe, and as soon as the competition of such competing lines has been removed the defendants have uniformly withdrawn the premiums aforesaid and reduced the price of oil in said districts.

That, as a further device, the defendants have from time to time carried on said unfair method of competition, to wit, the payment of premiums on crude oil thru the Manhattan Oil Company in the Ohio oil fields and thru the Vacuum Oil Company in the oil fields of New York, Pennsylvania, and Ohio, the representatives of which companies, while carrying on said means of competition, have held out and represented to the sellers of oil that the said companies were competitive with the Standard Oil Company and independent thereof, while in truth and in fact they were owned and controlled by the defendants and the Standard Oil Company.

That, as a further means of suppressing, destroying and preventing competition in the transportation of oil by pipe line, the defendants have, from time to time, purchased competing pipe lines and hindered, obstructed, and delayed the construction of competing pipe lines and the acquisition of rights of way by them; purchased stock interests in competing pipe-line companies, and by these and other means have limited, destroyed, and attempted to limit and destroy, competition. Among other instances are the following:

That about the year 1891 the Producers Oil Company (Limited), was a limited partnership created under the laws of Pennsylvania, owning and controlling a system of collecting pipes in the oil fields

of western Pennsylvania, and a trunk line for delivering oil to the independent refineries situated principally in the vicinity of Titusville and Oil City, which said pipe lines and refineries were operating in competition with the Standard Oil Trust; that for the purpose of destroying said competition, the said Standard Oil Trust purchased one-half of the capital stock of said limited partnership, paying therefor an excessive price, and transferred the same to one John

99 J. Carter, then and there acting in concert with the said trust and a stockholder in said partnership; that said Carter thereupon, in the interest of the said trust, undertook to obtain the control of said partnership by voting a majority of the said stock, but was prevented from so doing by the other members of said limited partnership, which action was thereafter sustained by the courts of Pennsylvania; that the defendants still own and control the aforesaid stock in said limited partnership.

That about the year 1892 the United States Pipe Line Company, a corporation of Pennsylvania, undertook the construction of a pipe line from a connection with the pipe lines of the Producers Oil Company (Limited), aforesaid, in western Pennsylvania to the seaboard, in order to furnish an outlet for the independent producers and refiners of oil in competition with the Standard Oil Trust: that the individual defendants herein, thru the said Standard Oil Trust, and the Standard Oil Company after 1899, and in conspiracy with certain railroads whose rights of way would have to be crossed by the said pipe line, undertook to prevent the construction of said pipe line for the purpose of giving the Standard Oil Trust and the defendants the exclusive control over and a monopoly in said pipe-line business; that in furtherance of said conspiracy said Standard Oil Trust from time to time purchased or caused others to purchase strips and blocks

100 of real estate on the line which would have to be traversed by said pipe line, and refused to allow the United States Pipe Line Company to cross the same; that, in furtherance of said conspiracy entered into as aforesaid, the following-named railway companies, parties to said conspiracy, to wit, the Erie Railway Company, the Delaware, Lackawanna and Western Railway Company, and the Pennsylvania Railroad Company, refused to allow the said pipe line company to cross their rights of way in various places in the States of Pennsylvania, New York, and New Jersey, while allowing the pipe lines of the said Standard Oil Trust and the defendants to cross the same. That by reason of said obstructions, and other acts done by said defendants, the said United States Pipe Line Company was delayed and put to great expense in the construction of its pipe line, and was finally prevented from constructing the said line across the State of New Jersey to the harbor of New York.

That in order to further hamper and prevent the United States Company from competing with the trustees of the Standard Oil Trust, the said trust did, thru the National Transit Company, purchase and acquire stock in the United States Company in the following manner: It purchased the properties of certain refining companies, which companies owned stock in the United States Company, to wit, the refineries of the International Oil Company (Lim-



ited), and the Union Refining Company of Titusville, Pa., and the refinery of S. Y. Ramage, of Reno, Pennsylvania, which refineries were purchased about the year 1895, and with said refineries the National Transit Company acquired a large amount of stock in the United States Pipe Line Company; that by such purchases, and in other manner, the Standard Oil Trust acquired, in the name of the National Transit Company, \$383,000 par value out of a total of \$1,190,000 par value of the stock of the United States Pipe Line Company, and did by reason of its said holding elect and since said time has elected three of the directors of the said company, which directors have acted wholly in the interest of the said Standard Oil Trust and Standard Oil Company.

## X.

*Contracts in Restraint of Trade.*

Your petitioner alleges that the individual defendants, thru the said Standard Oil Trust, and the Standard Oil Company after 1899, have at various times entered into contracts with competing refineries, whereby they have obtained the control and sale of all of their refined product, and whereby they have limited the production of such refineries, and whereby they have fixt the price for such refined products in the various places where the same were being marketed in and among said States and Territories of the United States; have made exclusive contracts with producers of crude oil whereby the said parties have agreed not to sell to any other refiners, and have limited their production; and by these means they have restrained competition of such refiners and producers and have monopolized the commerce in petroleum and its products; that among other instances in which such contracts have been made are the following:

That the Standard Oil Company of New York, one of the constituent companies controlled by said trustees, entered into an agreement with Thomas W. Phillips and others, representing a large number of producers of crude oil in the oil regions aforesaid, on the first of November, 1887, by which it was agreed, among other things, that the said producers would produce 17,500 barrels of crude oil less per day than was produced per day during the months of July and August, 1887, a copy of which said agreement is hereto attached, marked "Exhibit 16," and made a part hereof as fully as tho recited herein at length.

That under said agreement the said trustees did, for a certain period, to wit, exceeding one year, limit the production of oil and increase the price of refined and crude oil; that said contract was in restraint of trade and commerce, and void, and in furtherance of said general scheme to restrain said commerce and to monopolize the same, as herein alleged.

That since the year 1887 the Florence Oil and Refining Company, of Colorado, has been a corporation duly created and organized under

and by virtue of the laws of the State of Colorado, and own-  
103 ing a refinery situated at Florence, in the State of Colorado,  
and various oil wells in the producing fields, and pipe lines  
from said fields to its refineries, and has been engaged in refining oil  
at said place.

That since about the year 1887 the United Oil Company, of Colo-  
rado, has been a corporation duly created and organized under and  
by virtue of the laws of the State of Colorado, and owning a refinery  
situated at Florence, in the State of Colorado, various oil wells in the  
producing fields, and other property, and was and is engaged in  
refining oil at said place.

That since about the year 1884 the Continental Oil Company, one  
of the subsidiary companies of the Standard Oil Company, has been  
a corporation created and organized under the laws of the State  
of Iowa and marketing oil for the various subsidiary corporations  
of the Standard Oil Company.

That the said Florence Oil and Refining Company and the United  
Oil Company did, prior to entering into the contract with the Con-  
tinental Oil Company hereinafter referred to, refine oil at said place  
and ship the same to, and sell the same in, various places in Colorado,  
Wyoming, Utah, Idaho, Montana, and Arizona, and were thus en-  
gaged in interstate commerce, independent of and in competition  
with each other and with the Continental Oil Company and the  
Standard Oil Company and its subsidiary corporations.

That in or about the year 1889, in furtherance of said gen-  
104 eral conspiracy, the individual defendants herein, thru the  
Standard Oil Trust and its subsidiary corporation, the Con-  
tinental Oil Company, for the purpose of suppressing competition  
in oil by said corporations with the Standard Oil Company, and  
to enable the said defendants to restrain the trade and commerce in  
oil, and to monopolize the same, entered into a contract with the  
Florence Oil and Refining Company, also a contract with the United  
Oil Company, to purchase all of the supply of oil which they sepa-  
rately produced and refined; and since said time the said companies  
have, under said contract, sold the Continental Oil Company all the  
oil which they separately produced and refined; and the Continental  
Oil Company has shipped all of said oil into the various States and  
Territories aforesaid, to wit, Colorado, Wyoming, Montana, Idaho,  
Utah, and Arizona, and has sold the same to consumers; and has  
thus been enabled to absolutely fix the price of oil and monopolize  
the commerce in the same thruout said territory.

That, in order to further enable it to control the said market for  
refined oil in said territory, the Continental Oil Company purchased  
seventeen (17) per cent of the stock of the United Oil Company of  
Colorado, and still owns and controls the same, and has a director  
upon the board of directors of the United Oil Company.

That prior to the year 1900 the Pacific Coast Oil Company was a  
105 corporation organized and created under the laws of Cali-  
fornia, and doing business in purchasing crude oil, refining  
the same, and shipping the same and the products thereof  
into various places in California, Oregon, Washington, Nevada, Ari-

zona, New Mexico, and other States and Territories of the United States, in British Columbia, Honolulu, and in Mexico, and was the principal competitor in that territory of the refineries and selling companies of the Standard Oil Company; that for the purpose of suppressing said competition and obtaining control of and monopolizing the oil business of California and the said States and Territories aforesaid, the defendants, thru the Standard Oil Company, purchased all of the stock of the Pacific Coast Oil Company, either in the name of the Standard Oil Company or some of its subsidiary corporations, about the year 1900, and since said time has owned, controlled, and operated the same; that all of the petroleum products manufactured by the Pacific Coast Oil Company, and all the said products marketed by the Standard Oil Company from its other refineries in said States and Territories and said foreign countries, are marketed thru the Standard Oil Company of Iowa, and that said products are shipped to and marketed in the said States, Territories, and foreign countries aforesaid. That at the time of the acquisition of the Pacific Coast Oil Company by the Standard Oil Company, and afterward, the principal competitors of the said companies in refining, shipping, and selling oil in said States, Territories, and foreign countries were the Union Oil Company, owning a refinery at Oleum, near San Francisco, in the State of California, and the Puente Oil Company, owning a refinery at Chino, in the State of California; that for the purpose of suppressing such competition and enabling the Standard Oil Company to monopolize the trade and commerce in oil as aforesaid, it forced the Puente Oil Company to enter into a contract with the Standard Oil Company of Iowa, a copy of which contract is hereto attached, marked "Exhibit 17," and made a part of this bill, by which the Puente Oil Company was required to limit its production of refined illuminating oil and naphtha and sell all of the same to the Standard Oil Company, thus enabling the Standard Oil Company to control the production and prices of such products manufactured by said company. That with a like purpose and intention the Standard Oil Company forced the Union Oil Company on or about February 4, 1904, to enter into a contract with the Pacific Coast Oil Company, whereby the Union Oil Company agreed not to manufacture any illuminating oil, naphtha, benzine, gasoline, or light distillate; that said contract between the Pacific Coast Oil Company and the Union Oil Company, or a like contract, is still in force, and the said Union Oil Company has entirely ceased manufacturing said products and selling the same in said territories in competition with the Standard Oil Company.

107 That for the purpose of restraining the commerce, restricting the production, and fixing the price of crude oil suitable for refining in California, and preventing its competitors in the refining business from procuring the same, the defendants, thru the Pacific Coast Oil Company, have during the three years last past had contracts with the various producers of refinable crude oil in the oil fields of California, to wit, the field of Santa Maria, the field of Coalinga, and the fields about Los Angeles, the same being the principal California fields producing oil suitable for refining; by

which contracts the producers agreed to sell exclusively to the Pacific Coast Oil Company and to limit their production; the exact persons and producers with whom such contracts have been made your petitioner is unable to state except as follows, to wit:

That said Pacific Coast Oil Company entered into a contract with the Pinal Oil Company, of Santa Maria, on March 7, 1905, for the purchase of 1,000,000 barrels of crude oil, deliveries not to exceed 35,000 barrels in any month, and the Pinal Company agreed that in case its production exceeded that amount it would offer the excess to the Pacific Coast Oil Company, which company might reject such offer, in which event the Pinal Oil Company agreed to store said excess oil on its property during the life of the agreement, and to sell the same to no other party. That contracts similar to the fore-

going, whereby the producer agreed to sell exclusively to the  
 108 Pacific Coast Oil Company, and whereby the production of oil was necessarily limited to the contract requirements, were made by the Pacific Coast Oil Company with the following-named companies: The Western Union Oil Company, of Santa Maria; the 28 Oil Company, the 40 Oil Company, and the Oil City Petroleum Company, all in the Coalinga field; and your petitioner alleges on information and belief, also with the California Oil Fields (Limited), which is the largest producer of refinable oil in the Coalinga field. That the effect of said contracts is necessarily to hamper refineries competing with the Standard Oil Company in obtaining an adequate supply of refinable oil for their refineries, as well as to enhance the price of such oil to such competing refineries, to limit the production of said oil, and to enable the Pacific Coast Oil Company to monopolize the purchase, refining, and sale of oil in said States and Territories, which your petitioner alleges has been so done.

## XI.

### *General Allegations of Railroad Discriminations.*

That one of the means by which said individual defendants, thru the Standard Oil Trust, the Standard Oil Company, and the subsidiary corporations controlled by them, have restrained the commerce in petroleum oil and its products in the United States,  
 109 between the various States and Territories and the District of Columbia and with foreign nations, and have monopolized the said commerce, is by obtaining preferential rates over their competitors and discriminations against their competitors in the rates of transportation upon various railroads, both in open and published tariffs and by and thru secret and unpublished rates, both interstate and intrastate, and by rebates, concessions, and preferences granted to them in the transportation of oil and its products over their competitors.

That the said defendants have during all the period since the formation of said Standard Oil Trust in 1882 to the present time, conspired and confederated together and with the various railroads of the United States, and the directors, officers, managers, and agents

thereof, to the complainant unknown, except as hereinafter particularly stated, to obtain preferential rates over their competitors, and discriminations against their competitors, in the rates of transportation upon the various railroads of the United States, both by means of discriminations in the open and published tariffs and discriminations by and thru secret and unpublished rates, both interstate and intrastate, and by rebates, concessions, and preferences granted to them in the transportation of petroleum and its products over their competitors.

That during all of said time the said individual defendants, the Standard Oil Trust, the Standard Oil Company and their  
 110 subsidiary corporations, have, by and thru said conspiracies and agreements with the various railroads of the United States, obtained rates of transportation on petroleum and the products thereof less than were granted to their competitors under like circumstances and conditions, and rates for the said transportation which were grossly discriminatory as against their competitors, and secret, unlawful, and unpublished rates made to them in violation of the statutes and laws of the United States, which gave them a preference and advantage over their competitors, and obtained rebates, concessions, and other advantages in said transportation over their competitors; and, by reason thereof, they have been enabled to and have restrained said trade and commerce in petroleum and its products among the States of the United States, and have monopolized the same.

That your petitioner is unable to state in all instances the details of such preferential rates, discriminations, secret rates, unlawful rates, rebates, and concessions, but alleges that among other instances thereof are the following:

## XII.

### *Railroad Discriminations in Southern States.*

That since about the year 1890 the refinery of the Standard Oil Company situated at Whiting, Indiana, has been the largest refinery situated west of the Atlantic seaboard; that most of the  
 111 refined oil and the products of oil sold and shipped by the Standard Oil Company in the territory east of the Missouri River and west of the central part of Indiana, and in all of the Southern States east of Texas and west of a small strip of territory along the Atlantic coast, has been shipped from the said Whiting; that the competitors thereof, being the independent refiners, are principally situated at Toledo, Cleveland, Findlay, and Marietta, Ohio, and at places situated in the western and northwestern parts of Pennsylvania, to wit, Oil City, Titusville, Pittsburg, Warren, Bradford, and places in the immediate vicinity.

That during the whole of the year 1904, and a part of the year 1905, and for about ten years prior thereto, the rates on petroleum and its products to all of said territory from the Whiting refinery of the Standard Oil Company were very much lower, for equal distances and under similar circumstances and conditions, than the

rates from competing refineries on all of the railroads into said territory; that during all of said time nearly all of the oil sold by the Standard Oil Company south of the Ohio River and west of the eastern part of Virginia, North Carolina, South Carolina, and Florida was shipped from Whiting under and by virtue of secret, unpublished, preferential, and discriminatory rates, and not under open, published tariff rates duly and legally filed with the Interstate Commerce Commission and published and held out to the public generally.

112 That during all of said time the general manner of making thru rates by all railroads between points north and south of the Ohio River was to make rates to crossing points upon the Ohio River from the north, and from the Ohio river southward, the Ohio River being the dividing line; the thru rate constituting the sum of the two rates; that the published tariff rate on petroleum and its products in carload lots from Whiting, Indiana, to Evansville, Indiana, one of said Ohio River crossing points, was 11 cents per hundred pounds, and that the Standard Oil Company shipped large quantities of oil from Whiting, Indiana, to Evansville for delivery at Evansville, and to Evansville destined to points in a part of the territory south of the Ohio River at  $8\frac{1}{4}$  cents per hundred pounds, and from Whiting to Evansville destined to certain other points in said territory south of the Ohio River at 6 cents per hundred pounds; that during substantially all of said time, instead of paying the full tariff rates, all of the oil shipped from Whiting to Evansville, for Evansville proper or for other points beyond, was shipped at either the  $8\frac{1}{4}$ -cent or the 6-cent per hundred pound rate; that said shipments were made over the Chicago & Eastern Illinois Railroad and the Evansville & Terre Haute Railroad. That during all said time the independent refineries situated at Findlay, Toledo, Cleveland, and Pittsburg, and places in the vicinity of Pittsburg taking the same rate on shipments into these Southern States, had as their principal

113 gateway into the said Southern States, Cincinnati and Louisville; that the rates from said points to Cincinnati and Louisville, respectively, were as follows: From Pittsburg and common points to Cincinnati, 14 cents, to Louisville, 19 cents; from Findlay and Toledo to Cincinnati, 10 cents, to Louisville,  $14\frac{1}{2}$  cents; from Cleveland to Cincinnati,  $10\frac{1}{2}$  cents, to Louisville, 15 cents. That said rates were higher in proportion to distance than the said rates from Whiting to Evansville of 6,  $8\frac{1}{4}$ , and 11 cents, respectively, and were discriminatory against the competitors of the Standard Oil Company.

That in February, 1896, the Illinois Central Railroad filed a tariff with the Interstate Commerce Commission, from Riverdale, Illinois (a station on its line within the switching limits of Chicago), to Grand Junction, Tennessee (a small place located about 50 miles east of Memphis, where the said Illinois, Central Railroad crosses the Southern Railway, formerly the Memphis and Charleston Railroad), on petroleum and its products in carload lots, of 13 cents per hundred pounds on shipments destined to points on or reached via the Memphis and Charleston Railroad aforesaid, which rate was

made for the benefit of the Standard Oil Company, and was made applicable from Whiting, Indiana; that subsequently, to wit, in September, 1897, the Chicago and Eastern Illinois Railroad, in connection with the Evansville and Terre Haute Railroad Company and the Illinois Central Railroad Company, made a tariff, and

114 filed the same with the Interstate Commerce Commission from Dolton, Illinois (being a small station within the switching district of Chicago, near Whiting), to Grand Junction, Tennessee, of 13 cents per hundred pounds on shipments destined to points on or reached via said Memphis and Charleston Railroad, which said rate was also by a note to said tariff, made applicable from Whiting; that thereafter, in February, 1898, the said rate made by the Illinois Central Railroad was canceled, but that the same rate made by the three railroads, aforesaid continued in effect until December, 1905; that to take advantage of said rate the Standard Oil Company consigned shipments of oil to Grand Junction destined for points beyond, and went thru the form of reconsigning the same from Grand Junction, while in truth and in fact the said shipments, were intended to be, and were, shipments from Whiting to points of final destination east, south, and west of Grand Junction.

That the said Memphis and Charleston Railroad and its said successor, the Southern Railway Company, and their connecting lines, receiving said shipments and distributing them to the various places thruout the said Southern States, did so without publishing any tariff rate thereon from Grand Junction to said various points, but carried the said products under a pretended division sheet which was not a legal tariff or filed with the Interstate Commerce

115 Commission or published as required by law.

That during all of said time large amounts of petroleum and the products thereof were shipped by the Standard Oil Company over said railroads from Whiting to Grand Junction and distributed by said Memphis and Charleston and Southern railways and their connecting lines into the various places in said States, as aforesaid.

Your petitioner alleges that the said rates from Riverdale and Dolton, respectively, to Grand Junction, as aforesaid, while filed with the Interstate Commerce Commission, were not published as required by law, and were not made known to competitive shippers of the Standard Oil Company and that said tariffs, tho applicable from Whiting, were made to read from Riverdale and Dolton for the purpose of concealing said rates from such competitors; and that said rates from Grand Junction to various points in the said Southern States were not published, as required by law, or made known to the competitors of the Standard Oil Company, but were secret and discriminatory rates as against their competitors.

That for the purpose of concealing said illegal rates the oil shipped from Dolton Junction on said rate was blind-billed, to wit, waybilled without any rate being named therein or the amount of freight charges shown, but was settled for by the Standard Oil Com-

116 pany at the said rate of 13 cents per hundred pounds from Whiting, Indiana, to Grand Junction, Tennessee.

That said secret rate of 13 cents to Grand Junction, in connection with the unpublished and secret illegal rates from Grand Junction to all the various destinations in said States, was less than the published tariff rate from Whiting, by the way of Evansville or Cairo, and Grand Junction, by amounts varying, according to the respective destinations, from 7 cents to  $14\frac{1}{2}$  cents per hundred pounds.

That by reason of such illegal rates, to wit, the said  $8\frac{1}{4}$  and 6 cent rates from Whiting to Evansville, the 13-cent rate from Whiting to Grand Junction, and the said unpublished rates from Grand Junction to the points of destination in such States, the rates into all of said territory from Whiting were much lower than the rates from the competing points of Toledo, Cleveland, Findlay, Pittsburg, and points in the vicinity of Pittsburg taking the same rate; and that by reason of said unlawful, secret, and discriminatory rates, the Standard Oil Company was enabled to and did ship during all of said time petroleum and the products thereof into the said various States south of the Ohio River and north of the Gulf of Mexico and extending from the Mississippi River to the Atlantic seaboard, at rates from 5 to 22 cents per hundred pounds less than could be obtained

117 by competitors of the Standard Oil Company from their shipping points aforesaid to said places; and that both said secret and unlawful rates and the published tariff rates from Whiting, Indiana, to said points of destination were generally much lower in proportion to distance than the rates from the said competitive shipping points.

That a comparison of the rates from Whiting, Indiana, Pittsburg, Pennsylvania, and Cleveland and Toledo, Ohio—being the principal shipping points of the Standard Oil Company and its competitive companies—into the said territory south of the Ohio River, being the rates from the said various places to points in the States of Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana, is shown by the following table, which said table shows the distances from each point to the point of destination, and a comparison of the rates from each of said points, and the excess of the rates paid by the Standard Oil Company's competitors over the Standard Oil Company; and your petitioner states that said table is a fair illustration of the discriminations in the rates to all points in said territory south of the Ohio River:



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COMPARISON OF RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS,  
FROM PITTSBURG, PA.; CLEVELAND AND TOLEDO, OHIO, AND WHITING,  
IND., TO SOUTHERN POINTS, SHOWING THE DISTANCE AND THE REVENUE  
PER TON PER MILE, 1904.

[Note.—The distances are by shortest route; also from Whiting by actual route in case of shipments via Grand Junction. Rates from Whiting via Grand Junction marked "A." combination of rates at Evansville, "B." through rates, "C." Pittsburg rates apply also from most other Western Pennsylvania refining points, and Toledo rates apply also from Findlay.]

From—	TENNESSEE.							
	CHATTANOOGA.				CLEVELAND.			
	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
Pittsburg, Pa.	Miles.	Cl.	Cl.	Cl.	Miles.	Cl.	Cl.	Cl.
Cleveland, Ohio.	551	47	71.1	1.44	630	59	20.75	1.74
Toledo, Ohio.	582	43.5	17.6	1.50	611	55.5	17.25	1.62
Whiting, Ind.	549	43	17.1	1.57	578	55	16.75	1.50
Actual route	599	A 25.9		.87	624	B 23.25		1.23
	349			.61	378			.87
COAL CREEK.								
Pittsburg, Pa.	564	50	9	1.77	572	46	14.7	1.61
Cleveland, Ohio.	495	45.5	5.5	1.88	503	42.5	11.2	1.69
Toledo, Ohio.	462	46	5	1.99	470	42	10.7	1.79
Whiting, Ind.	533	A 41		1.54	529	A 31.5		1.18
Actual route	901			.83	1,011			.62
KNOXVILLE.								
Pittsburg, Pa.	604	47	12.3	1.56	607	80.5	12.5	0.78
Cleveland, Ohio.	535	43.5	8.7	1.63	729	27	9	.74
Toledo, Ohio.	602	43	8.2	1.71	660	26.5	8.5	.86
Whiting, Ind.	572	A 34.5		1.22	528	C 18		.63
Actual route	960			.73				
NASHVILLE.								
Pittsburg, Pa.	614	34.5	14.25	1.12	591	49	12.2	1.66
Cleveland, Ohio.	545	29.5	9.25	1.08	522	45.5	8.7	1.74
Toledo, Ohio.	512	27	6.75	1.05	489	45	8.2	1.84
Whiting, Ind.	444	B 20.25		.91	548	A 35.5		1.84
Actual route					1,030			.71
NORTH CAROLINA.								
	ASHEVILLE.				CHARLOTTE.			
Pittsburg, Pa.	733	57.5	4	1.57	632	45.5	8.25	1.33
Cleveland, Ohio.	664	57.5	4	1.78	810	49	6.75	1.21
Toledo, Ohio.	651	57	3.5	1.81	777	48.5	6.25	1.25
Whiting, Ind.	702	B 53.5		1.66	847	42.75		1



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COMPARISON OF RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS,  
FROM PITTSBURG, PA., ETC.—Continued.

From—	GEORGIA.							
	ALBANY.				AMERICUS.			
	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
	Miles.	Cts.	Cts.	Cts.	Miles.	Cts.	Cts.	Cts.
Pittsburg, Pa. ....	972	67	7.2	1.17	866	60	10.2	1.28
Cleveland, Ohio .....	903	66	15.2	1.44	867	65	15.2	1.50
Toledo, Ohio .....	870	64.5	14.7	1.48	834	64.5	14.7	1.55
Whiting, Ind. ....	909	A 49.8		1.10	873	A 49.8		1.14
Actual route .....	1,188			.63	1,179			.84
	ATHENS.				ATLANTA.			
Pittsburg, Pa. ....	862	51.5	15	1.19	789	51.5	18.8	1.31
Cleveland, Ohio .....	793	48	11.5	1.21	720	48	14.8	1.33
Toledo, Ohio .....	760	47.5	11	1.25	687	47.5	14.3	1.38
Whiting, Ind. ....	806	A 36.5		.91	733	A 33.2		.91
Actual route .....	1,106			.86	1,003			.66
	AUGUSTA.				DANESVILLE.			
Pittsburg, Pa. ....	860	39	2.5	0.91	851	67.6	16.2	1.59
Cleveland, Ohio .....	865	48	11.5	1.11	782	64	11.7	1.64
Toledo, Ohio .....	835	47.5	11	1.14	749	63.6	11.2	1.70
Whiting, Ind. ....	904	A 36.5		.82	796	A 52.3		1.32
Actual route .....	1,391			.82	1,066			.96
	BRUNSWICK.				COLUMBUS.			
Pittsburg, Pa. ....	1,007	52.5	8.25	1.04	906	51.6	15.1	1.14
Cleveland, Ohio .....	995	51	6.75	1.03	837	48	11.6	1.15
Toledo, Ohio .....	962	50.5	6.25	1.06	804	47.6	11.1	1.18
Whiting, Ind. ....	1,006	A 44.25		.88	809	A 36.4		.90
Actual route .....					1,120			.55
	DALTON.				GAINESVILLE.			
Pittsburg, Pa. ....	689	51.5	18.8	1.49	843	60	8.8	1.42
Cleveland, Ohio .....	670	48	14.8	1.55	774	60.5	9.3	1.56
Toledo, Ohio .....	587	47.5	14.3	1.62	741	60	8.8	1.62
Whiting, Ind. ....	633	A 52.2		1.05	787	51.2		1.30
Actual route .....	689			.75	1,057			.97
	JACKSON.				LAGRANGE.			
Pittsburg, Pa. ....	835	66.5	17.9	1.59	860	65.5	17.7	1.52
Cleveland, Ohio .....	766	63	14.4	1.64	791	62	14.2	1.57
Toledo, Ohio .....	733	62.5	13.9	1.71	768	61.5	13.7	1.62
Whiting, Ind. ....	779	48.6		1.25	804	47.8		1.19
Actual route .....	1,049			.93	1,074			.89
	MACON.				MARIETTA.			
Pittsburg, Pa. ....	877	51.5	16.3	1.17	769	61.5	10.25	1.60
Cleveland, Ohio .....	808	48	12.8	1.19	700	58	6.75	1.66
Toledo, Ohio .....	775	47.5	12.3	1.23	667	67.5	6.25	1.72
Whiting, Ind. ....	821	36.2		.86	713	A 51.25		1.44
Actual route .....	1,091			.65	967			1.06

COMPARISON OF RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS,  
FROM PITTSBURG, PA., ETC.—Continued.

From—	GEORGIA—Continued.							
	ROME.				SAVANNAH.			
	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
	Miles.	Cts.	Cts.	Cts.	Miles.	Cts.	Cts.	Cts.
Pittsburg, Pa. ....	729	51.5	18.3	1.41	920	35.5	-7.75	0.79
Cleveland, Ohio .....	660	48	14.8	1.45	980	51	8.75	1.04
Toledo, Ohio .....	627	47.6	14.3	1.52	947	50.5	6.25	1.07
Whiting, Ind. ....	673	A 53.2		.99	993	B 44.25		.89
Actual route .....	929			.71				
	VALDOSTA.				WASHINGTON.			
Pittsburg, Pa. ....	1,029	61	(a)	0.99	920	51.5	13.8	1.12
Cleveland, Ohio .....	960	68	5.75	1.42	851	48	10.9	1.13
Toledo, Ohio .....	927	67.5	8.25	1.46	818	47.5	9.8	1.16
Whiting, Ind. ....	973	B 61.25		1.26	864	A 37.7		.87
Actual route .....					1,134			.66
	ALABAMA.							
	ANNISTON.				BESSEMER.			
Pittsburg, Pa. ....	758	51.5	18.2	1.36	805	51.5	22	1.28
Cleveland, Ohio .....	689	48	14.7	1.39	736	48	18.5	1.30
Toledo, Ohio .....	656	47.5	14.2	1.43	703	47.5	18	1.36
Whiting, Ind. ....	677	A 53.3		.98	667	A 29.5		.88
Actual route .....	890			.75	831			.71
	BIRMINGHAM.				DECATUR.			
Pittsburg, Pa. ....	794	51.5	22	1.30	736	48.5	21.9	1.32
Cleveland, Ohio .....	725	48	18.5	1.32	666	45	18.4	1.35
Toledo, Ohio .....	692	47.6	18	1.37	633	44.5	17.9	1.41
Whiting, Ind. ....	651	A 29.5		.91	565	A 26.6		.94
Actual route .....	820			.72	727			.78
	EUPAULA.				FLORENCE.			
Pittsburg, Pa. ....	969	51.5	14.2	1.06	740	48.5	21.9	1.31
Cleveland, Ohio .....	900	48	10.7	1.07	671	45	18.4	1.34
Toledo, Ohio .....	867	47.5	10.2	1.10	638	44.5	17.9	1.39
Whiting, Ind. ....	826	A 37.3		.90	570	A 26.6		.95
Actual route .....	1,235			.60	692			.77
	GADSDEN.				HUNTSVILLE.			
Pittsburg, Pa. ....	743	51.5	18.2	1.39	745	48.5	21.9	1.30
Cleveland, Ohio .....	674	48	14.7	1.42	676	45	18.4	1.33
Toledo, Ohio .....	641	47.5	14.2	1.48	643	44.5	17.9	1.38
Whiting, Ind. ....	648	A 53.3		1.03	575	A 26.6		.98
Actual route .....	941			.71	752			.73

a Whiting rate 10.25 cents in excess.

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COMPARISON OF RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS,  
FROM PITTSBURG, PA., ETC.—Continued.

From—	ALABAMA—Continued.							
	MARION.				MOBILE.			
	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
	Miles.	Cts.	Cts.	Cts.	Miles.	Cts.	Cts.	Cts.
Pittsburg, Pa. ....	916	67.5	16	1.48	1,070	36.5	13.5	0.68
Cleveland, Ohio .....	946	84	12.5	1.61	1,001	38	10	.65
Toledo, Ohio .....	813	63.5	12	1.56	968	31.5	9.5	.67
Whiting, Ind. ....	761	A 61.5		1.35	857	C 23		.54
Actual route .....	949			1.09				
	MONTGOMERY.				OPELIKA.			
Pittsburg, Pa. ....	890	61.5	10.25	1.16	883	51.5	15.1	1.17
Cleveland, Ohio .....	821	45	6.75	1.17	814	48	11.6	1.18
Toledo, Ohio .....	788	47.5	6.25	1.21	781	47.5	11.1	1.22
Whiting, Ind. ....	747	B 41.25		1.10	780	A 36.4		.93
Actual route .....					1,112			.65
	PRATT CITY.				SELMA.			
Pittsburg, Pa. ....	799	51.5	22	1.23	897	51.5	14.5	1.15
Cleveland, Ohio .....	730	48	18.5	1.32	828	48	11	1.16
Toledo, Ohio .....	687	47.5	18	1.34	795	47.5	10.5	1.19
Whiting, Ind. ....	656	A 29.5		.90	754	A 37		.98
Actual route .....	826			.72	928			.80
					TUSCALOOSA.			
Pittsburg, Pa. ....					850	51.5	10.9	1.21
Cleveland, Ohio .....					781	48	7.4	1.23
Toledo, Ohio .....					748	47.5	6.9	1.27
Whiting, Ind. ....					707	A 40.6		1.16
Actual route .....					1,048			.77
	MISSISSIPPI AND LOUISIANA.							
	COBINTH.				GREENVILLE.			
Pittsburg, Pa. ....	796	50.5	22.5	1.27	958	36.5	13.5	0.76
Cleveland, Ohio .....	724	47	19	1.39	850	33	10	.75
Toledo, Ohio .....	655	46.5	18.5	1.42	811	32.5	9.5	.80
Whiting, Ind. ....	629	A 28		1.05	678	C 23		.68
Actual route .....	632			.89				
	GRENADA.				JACKSON (MIS.).			
Pittsburg, Pa. ....	880	53.5	10.25	1.22	992	57.5	13.5	1.16
Cleveland, Ohio .....	811	50	6.75	1.28	923	54	10	1.17
Toledo, Ohio .....	760	49.5	6.25	1.32	862	53.5	9.5	1.24
Whiting, Ind. ....	617	B 48.25		1.40	729	C 44		1.21
Actual route .....								
	MERIDIAN.				NATCHEZ.			
Pittsburg, Pa. ....	947	57.5	19.9	1.21	1,090	36.5	13.5	0.67
Cleveland, Ohio .....	878	54	15.8	1.23	1,021	33	10	.65
Toledo, Ohio .....	845	53.5	15.3	1.27	957	32.5	9.5	.68
Whiting, Ind. ....	722	A 38.2		1.06	824	C 23		.56
Actual route .....	978			.79				

COMPARISON OF RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS,  
FROM PITTSBURG, PA. ETC.—Continued.

From—	MISSISSIPPI AND LOUISIANA—Continued.							
	VICKSBURG				BATON ROUGE			
	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
	Miles.	Cts.	Cts.	Cts.	Miles.	Cts.	Cts.	Cts.
Pittsburg, Pa.....	1,027	35.5	13.5	6.71	1,160	35.5	13.5	0.63
Cleveland, Ohio.....	949	33	10	.79	1,090	33	10	.61
Toledo, Ohio.....	880	32.5	9.5	.74	1,026	32.5	9.5	.63
Whiting, Ind.....	748	C 23		.61	893	C 23		.52
					NEW ORLEANS.			
Pittsburg, Pa.....	1,143	35.5	13.5	0.64				
Cleveland, Ohio.....	1,074	33	10	.61				
Toledo, Ohio.....	1,041	32.5	9.5	.62				
Whiting, Ind.....	912	C 23		.50				

That discriminatory, unlawful, and secret rates, which gave the Standard Oil Company from Whiting a great preference and advantage over its competitors, were, during all said time, not only in force to the towns and destinations shown in the tables above, but to all shipping destinations and points situated in said territory, the only difference being that said rates varied in various parts of said territory on account of the distances and other circumstances, but the relative proportion, as between Whiting and the competitive shipping points, was maintained, and all of said rates were similarly discriminatory against the independent shippers from all points where said independent shippers could or did ship into said territory.

That by reason of such rates during all of said time, and by reason of other discriminations, preferences, and advantages derived  
124 thru the said conspiracies and agreements with the said railroads, the Standard Oil Company has been enabled to and has monopolized substantially all of the trade in petroleum products in said territory, to the exclusion of all of the competitors of the Standard Oil Company.

### XIII.

#### *Discriminations in Southwestern Territory.*

That another instance of such discrimination is the following: That during 1904 and part of the year 1905, and for ten years previous thereto, there were secret, discriminatory, and unlawful rates made to the Standard Oil Company from Whiting, Indiana, to East St. Louis, Illinois, more particularly as follows, to wit:

That the Chicago, Burlington and Quincy Railway Company and the Chicago and Alton Railway Company made a rate of 6 cents per hundred pounds in carload lots for the transportation of petroleum

and the products thereof from Whiting, Indiana, to East St. Louis, Illinois; that said rate was secret, not filed with the Interstate Commerce Commission, or published as required by law, or made known to the competitors of the Standard Oil Company; that during the said time the published tariff rate made by said railroads was 18 cents per hundred pounds, which was the only legal rate. That, notwithstanding the said fact, the said railway companies carried

125 large quantities of petroleum from Whiting to East St. Louis, mostly destined to St. Louis and points in Missouri, Arkansas, Louisiana, Indian Territory, Oklahoma, Kansas, and part of Texas, and charged the Standard Oil Company therefor the said 6 cents per hundred pounds in lieu of the legal tariff rate.

That in order to conceal said rate the Chicago and Alton Railway Company billed said petroleum products at the rate of 18 cents per hundred pounds during part of the said time, and at a rate of 10 cents per hundred pounds during the balance of said time; but the said shipments were settled for in all cases by the Standard Oil Company at the said secret and unlawful rate of 6 cents per hundred pounds.

That during all of said time the Chicago and Eastern Illinois Railroad Company, in connection with the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, had on file with the Interstate Commerce Commission a rate of 18 cents per hundred pounds on petroleum and the products thereof from Whiting, Indiana, to East St. Louis, Illinois, which said rate was, as your petitioner alleges, their only legal rate therefor during said time; that, notwithstanding the same, and for the purpose of giving the said Standard Oil Company an advantage over its competitors, the said companies made and filed with the Interstate Commerce Commission rates of  $6\frac{1}{2}$  cents per

126 hundred pounds and  $6\frac{1}{4}$  cents per hundred pounds at different times during said period from Dolton, Illinois, to East St.

Louis, which said rates were, by notes on the tariffs, made applicable from Whiting, Indiana; that said tariffs were made in said way for the purpose of concealing the rates from Whiting from the competitors of the Standard Oil Company; and your petitioner alleges that the said rates of  $6\frac{1}{2}$  cents and  $6\frac{1}{4}$  cents respectively were not made known to the competitors of the Standard Oil Company, and were not published as required by law, and were secret rates for the benefit of the Standard Oil Company; and that the Chicago and Eastern Illinois Railroad Company billed the said oil carried for the Standard Oil Company without naming any rate in the way bill, and settled for the same at the said secret and unlawful rates, and that said oil was so billed and settled for by the Standard Oil Company, for the purpose of concealing the said rates from the competitors of the Standard Oil Company, and to give the Standard Oil Company an advantage over its said competitors.

That during all of said time the Standard Oil Company was also granted by the railroads extremely low rates from East St. Louis and St. Louis to various distributing points in the States of Louisiana, Arkansas, Missouri, Kansas, Texas, and the Territories of Oklahoma and Indian Territory: that some of said rates

published, and were made for the purpose of giving the Standard Oil Company a preference over its competitors; that, among other instances, the Missouri Pacific Railroad in 1896 filed a rate with the Interstate Commerce Commission from St. Louis, Missouri, to Alexandria, Louisiana (which latter place is an important distributing point for oil), of 25 cents per hundred pounds on petroleum and its products, in carload lots; that said rate, while so filed, was not published and made known to the competitors of the Standard Oil Company, but that the same railroad was a party to a published tariff subsequently issued and duly filed with the Interstate Commerce Commission, naming a rate of 30 cents per hundred pounds; that the said railroad continued until May, 1906, to charge to the Standard Oil Company the aforesaid rate of 25 cents per hundred pounds, and that large shipments were made at such rate thruout this period, while the railroad company charged to competitive shippers the said rate of 30 cents per hundred pounds during the same period; that in addition thereto, during the same period of time, the said Missouri Pacific Railroad made another rate from St. Louis, Missouri, to Alexandria, Louisiana, of 15 cents per hundred pounds on petroleum and its products in carloads, said rate being applicable only on shipments destined to points on the Southern Pacific Railway in Louisiana beyond Alexandria; that the said rate of 15 cents per hundred pounds, while filed with the Interstate Commerce Commission, was not published and made known to the competitors of the Standard Oil Company; that the Southern Pacific Railway distributed oil received from St. Louis at Alexandria to various places in Louisiana on rates not filed with the Interstate Commerce Commission, which said rates were secret and unknown to the competitors of the Standard Oil Company, the said shipments of petroleum products from St. Louis to the final destinations in Louisiana being one continuous shipment; that the said Missouri Pacific Railway Company and the said Southern Pacific Railway were at the same time parties to tariffs duly filed with the Interstate Commerce Commission and published, naming rates from St. Louis to the said final destinations in Louisiana; that the sum of the said rate of 15 cents from St. Louis to Alexandria and the said secret and unpublished rates from Alexandria to final destinations in Louisiana was in every case from 5 to 9 cents per hundred pounds less than the said published thru rates from St. Louis to the aforesaid destinations; and that large quantities of oil were carried by these railroads for the Standard Oil Company on said secret and unlawful combination of rates thruout this period.

That the principal competitors of the Standard Oil Company at Toledo, Cleveland, Findlay, Pittsburgh, and eastern points, were during all of said time charged proportionately much higher rates per ton per mile to reach East St. Louis and St. Louis and thereby all points west, southwest, and south thereof, altho it was and is customary among railroads to make less rates per ton per mile for longer hauls than for shorter hauls; that a comparison of the rates from Whiting and from Rochester, New York, with rates



from competitive points, which rates were in effect in 1904 and part of 1905, and prior thereto from about the year 1900, is as follows:

*Comparison of Oil Rates and Distances to East St. Louis from Whiting, Ind., Toledo and Cleveland, Ohio, Pittsburg, Pa., and Rochester, N. Y.*

From—	Distance.	Rate per hundred pounds.	Excess over Whiting rate.	Rate per ton per mile.
	Miles.	Cents.	Cents.	Cents.
Pittsburg .....	613	24.5	18.5	0.80
Cleveland .....	522	19.5	13.5	.75
Toledo .....	433	17	11	.79
Whiting: <sup>a</sup>				
Over Chicago and Alton .....	281	6	.....	.43
Over Chicago and Eastern Illinois ..	288	6.25	.....	.43
Over Chicago, Burlington and Quincy ..	345	6	.....	.35
Rochester, N. Y. ....	773	24.5	18.5	.63

<sup>a</sup> Distance computed from Chicago; practically the same as from Whiting.

That Whiting, Indiana, and Rochester, New York, are exclusively Standard Oil shipping points, and the rates per ton per mile from said points were during said time a little over one-half what the rates were from the said competitive points; that in all the territory west of Chicago, including the said States of Illinois, southern Iowa, Kansas, Missouri, Louisiana, Texas, and the Territories of Oklahoma and Indian Territory, the Standard Oil Company, by reason of such extremely low rates as compared with its competitors, and by reason of such secret and unlawful rates and concessions, was enabled to and has monopolized the commerce in petroleum products and, until the partial abolition of such preferences in 1905, shipped and sold substantially all of such products in said territory.

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## XIV.

*Discriminations in Rates from Kansas Points.*

That for a long time prior to the year 1900 most of the petroleum products sold in the territory of western Missouri, eastern Kansas, northeastern Indian Territory, and northwestern Arkansas came from Whiting, Indiana; that about the year 1900 there was developed a very large producing territory for crude oil, principally in southeastern Kansas, northern Indian Territory, and northern Oklahoma; that about said time the Standard Oil Company, thru its subsidiary corporations, the Prairie Oil & Gas Company, and the Standard Oil Company of Kansas established a refinery at Neodesha, in southeastern Kansas; that independent concerns at said time and thereafter established refineries at Humboldt, Cherryvale, and one or two near-by places in southeastern Kansas; that about August, 1904,

the Standard Oil Company, thru its subsidiary corporations, constructed and established a large refinery at Sugar Creek, Missouri, near Kansas City; and that after the construction of its refinery at Neodesha, the Standard Oil Company thru its subsidiary corporation the Prairie Oil and Gas Company, constructed and established various pipe lines from the producing wells and territory to Neodesha its refining point, and thereafter constructed and established a trunk pipe line from Neodesha to Sugar Creek and to Whiting, Indiana.

131 That prior to the time the said Standard Oil Company constructed and established said pipe line from the said producing fields to its works at Sugar Creek, near Kansas City, the rate charged by all the railroads on crude oil from said fields to Kansas City had been ten cents per hundred pounds, and fifteen cents per hundred pounds to St. Louis; that contemporaneously with the opening of said pipe line to Sugar Creek, and when said Standard Oil Company no longer needed the freight rate to transport crude oil, the railroads, in conspiracy with the officials of the Standard Oil Company, raised the rates on crude oil from the producing fields in Kansas to 17 cents per hundred pounds to Kansas City and to 22 cents per hundred pounds to St. Louis, thereby making it impossible for the independent producers of crude oil to ship the same to Kansas City and St. Louis for fuel oil in competition with the fuel oil produced by the Standard Oil Company at its works either at Neodesha or Sugar Creek.

That in addition to this burden upon the independent producer the railroad companies established an arbitrary weight of 7.4 pounds per gallon for crude oil for shipment by rail, still using the arbitrary weight of only 6.4 pounds per gallon for fuel oil, which is the production of the refineries; that the fuel oil is the residuum of the manufacture of crude oil, and is used as fuel oil in competition with crude oil, and weighs more than the crude oil; that the said

132 arbitrary weights were therefore a discrimination against the producers of crude oil for fuel purposes, and rendered it impossible for them to compete with the Standard Oil Company's fuel oil, produced by its refineries, and had the effect of shutting out the independent producer of crude oil from the markets of Kansas City and St. Louis and all other tributary territory which would naturally take said crude oil, thus securing to the Standard Oil Company a monopoly of the said fuel-oil business.

That in addition to the foregoing discriminations, the said railroad companies distributing petroleum products from the various competing refineries in southeastern Kansas and from the Standard Oil Company's refinery at Neodesha, discriminated against the independent refiners and in favor of the Standard Oil Company in the following manner:

That Neodesha is situated in southeastern Kansas and northwesterly from Cherryvale; that Humboldt is almost directly north of Cherryvale and in southeastern Kansas; that independent refineries are situated at Humboldt and Cherryvale; that during the years 1904 and 1905 the rates from Neodesha, Cherryvale, and Flun

boldt by direct routes eastward to Springfield, Missouri, were by open tariffs the same, to wit, 17 cents per hundred pounds; that Springfield, Missouri, is a very large distributing point for refined oils by the Standard Oil Company thruout the whole territory tributary thereto in Missouri, Arkansas, Oklahoma, and Indian Territory; that notwithstanding the said open rates aforesaid, the St. Louis and San Francisco Railroad Company at the instance of the Standard Oil Company, and in order to discriminate in its favor and against the said competing refineries at Cherryvale and Humboldt, allowed the Standard Oil Company a rate of ten cents per hundred pounds upon its shipments of petroleum products from Neodesha to Springfield, while charging the said tariff rates of 17 cents to the said competitors; that said shipments from Neodesha to Springfield all past thru Cherryvale; that said allowance of the said ten-cent rate was unjustified by any tariff published by the said St. Louis and San Francisco Railroad.

## XV.

*Failure to Prorate on Shipments to Pacific Coast.*

That prior to the construction of the refinery of the Standard Oil Company at Whiting, Indiana, it had been the custom of railroads to make rates on all commodities, including petroleum and its products, from Pittsburg, Cleveland, Toledo, Findley, and other eastern points to the Pacific coast terminal points the same as were made from Chicago, St. Louis, and other middle western State points, the reason being, as stated by the railroads, to compete with water transportation from the Eastern States to the said Pacific coast terminal points.

134 That the said system of making rates as to most products other than petroleum is to-day in existence, and that all railroads leading from eastern points prorate with the western railroads in making such thru rates from eastern points to Pacific coast points.

That on March 2, 1891, a few months after the Standard Oil Company began shipping from its works at Whiting, the railroads raised their rates on petroleum products from refining points farther east to said Pacific coast terminal points, but for two years they continued to make thru rates from these eastern points slightly lower than the sum of the local rates thru Chicago.

That on April 25, 1893, they altogether ceased prorating on shipments of petroleum and its products from the eastern points competitive with the Standard Oil Company's Whiting plant, and required the eastern refineries to pay the full local rate to Chicago, and thence the same rate as the Standard Oil Company pays from Whiting to Pacific coast points.

That the said change in the system of making rates was made at the instance of the Standard Oil Company, and for the purpose of discriminating against its competitors from said eastern points, and gave the Standard Oil Company a monopoly of said business in the said western territory.

*Failure to Prorate on Shipments to Northwest.*

That the Northwestern States and northwestern Illinois, and all of Iowa, Wisconsin, Minnesota, North and South Dakota, Nebraska, and a part of Montana, have for many years been principally supplied with petroleum and its products from the refinery of the Standard Oil Company at Whiting, Indiana.

That prior to the construction of the Standard Oil Company's plant at Whiting, in the year 1889, it was customary for the railroads extending from the eastern refineries in western Pennsylvania and Ohio to join with the western roads in making thru rates on petroleum and its products to a part of said territory, to wit, northwestern Illinois and Mississippi River points north as far as Dubuque, which said rates were lower than the sum of the local rates from the eastern points to Chicago and Peoria and from Chicago and Peoria into said territory; that by a combination of said prorating rates to Mississippi River points and rates from said points west into Iowa, the rates on petroleum and its products from said eastern points were less than the sum of the local rates from such points to Chicago and Peoria and the rates from Chicago and Peoria to such destinations in Iowa.

That in October, 1889, after the location of the said Standard Oil Company plant at Whiting, and induced so to do by the said  
136 Standard Oil Company, the railroads leading from Chicago and Peoria west into the said territory refused to join in the rates with the eastern lines on the transportation of petroleum and its products, and compelled the independent refiners of Cleveland, Toledo, Findlay, Pittsburg, and other western Pennsylvania points to pay the full local rates to Chicago and Peoria, and the local rate from said points thru to said territory, the prorating on substantially all other products; that such system continued until about 1906, when the said railroads resumed the practise of making thru rates into said territory, in the same manner as they did prior to 1889.

That it now is and always has been customary for the said eastern and western roads reaching Chicago and Peoria to prorate by making joint thru rates less than the sum of the locals on the shipment of the principal products between eastern points and St. Paul, Minneapolis, Duluth, and other shipping points in said northwestern territory, but that said railroads, instigated so to do by the individual defendants and the Standard Oil Company, have always refused and neglected to make such prorating thru rates on the shipment and transportation of petroleum and its products.

That said Standard Oil Company was able to supply the principal trade of the northwestern territory from Whiting, Indiana,  
137 and was therefore interested in preventing the railroads from prorating, and in shutting out eastern producers from competition in said northwestern territory.

That, as hereinbefore alleged, it is a customary and proper man-

ner of making rates to make a less rate per ton per mile for a longer haul than for a shorter haul; and traffic can be economically and profitably hauled by railways for a less rate per ton per mile for the longer haul.

That, on the contrary, in this case the rates on petroleum and its products per ton per mile have not been proportionately reduced from the more distant eastern competitive points as compared with the rates from Whiting.

## XVII.

*Discriminations in New York and New England.*

That by reason of the secret and preferential rates, discriminatory as against the competitive refiners of oil, and by reason of the refusal of the New England railroads to prorate with western lines on petroleum and the products thereof from independent refineries into New England, while such prorating was customary and in force on all other commodities and is just and reasonable, the said individual defendants, the Standard Oil Company, and its subsidiary corporations, have obtained a monopoly and control of the sale of petroleum products in the New England States and in northern and eastern New York.

138 That the independent refineries which could compete in this territory are situated principally at Bradford, Pennsylvania, about 22 miles from Olean, New York, at Struthers, Clarendon, Warren, Oil City, Titusville, and Pittsburg, in western and northwestern Pennsylvania.

That the Standard Oil Company owns the only refinery at Olean, New York; that it owns a large manufacturing or compounding plant, chiefly for the production of lubricating oil, at Rochester, New York, which obtains its principal supply of raw materials from the said Olean plant.

That during the year 1904 and the greater portion of the year 1905, and for about ten years previous thereto, the Pennsylvania Railroad Company established and had in force, at the instance and for the benefit of the Standard Oil Company, a secret rate on petroleum and its wholly or partly finished products from Olean to Rochester of 9 cents per barrel, or less than 3 cents per 100 pounds, and from Olean to Buffalo, New York, of 10 cents per barrel, the distance from Olean to Rochester being 106 miles, and from Olean to Buffalo 70 miles; that said rates were not filed with the Interstate Commerce Commission, or with any other public official, or published or made known to the shipping public other than to the Standard Oil Company, and not made known to the said competitors of the Standard Oil Company situated at said other shipping points.

139 That during the same time the Pennsylvania Railroad Company published and charged to the independent shippers from Bradford and said other western and northwestern Pennsylvania independent shipping points to Buffalo and Rochester discriminatory rates as compared with the said rates to the Standard

Oil Company from Olean, which said rates are stated in the following tables, said tables giving the distances from each point and the rate in cents per barrel or per ton, as follows, to wit:

*Comparison of Oil Rates per Ton per Mile from Various Points to Rochester.*

To Rochester from—	Distance.	Rate per ton.	Rate per ton per mile.
	<i>Miles.</i>		<i>Cents.</i>
Olean.....	106	\$0.56	0.53
Struthers.....	165	2.40	1.45
Oil City.....	223	2.40	1.08
Clarendon.....	174	2.30	1.32
Titusville.....	222	2.81	1.27
Warren.....	167	2.30	1.38

*Comparison of Oil Rates and of Distances from Various Shipping Points to Buffalo via Pennsylvania Railroad.*

To Buffalo from—	Distance.	Rate per barrel.
	<i>Miles.</i>	<i>Cents.</i>
Olean, N. Y.....	70	10
Bradford, Pa.....	92	32
Clarendon, Pa.....	132	32
Oil City, Pa.....	138	32
Rouseville, Pa.....	134	32
Struthers, Pa.....	126	32
Titusville, Pa.....	121	32
Warren, Pa.....	124	32

That said rates were unlawfully discriminatory against the independent shippers and in favor of the Standard Oil Company.

That said rates made to the Standard Oil Company from Olean to Rochester were largely used thruout said period for the shipment of partly finished products from said refinery at Olean to said works at Rochester, and also for finished products to Buffalo and Rochester; that their use was not entirely confined to shipments purely intrastate, but also in connection with the New York Central & Hudson River Railroad Company's lines and the lines of the Rutland Railroad Company to apply to thru shipments to Vermont, said rates being used for such interstate shipments with-

out being filed with the Interstate Commerce Commission or published as required by law.

That during said time the said New York Central Railroad and its allied corporations also made an extremely low, secret rate to the Standard Oil Company from Rochester to Norwood, New York (its connection with the Rutland Railroad Company's lines), of 9 cents per hundred pounds, which said rate was not filed with the Interstate Commerce Commission or with any other public official, nor published and made known to the public or to the competitors of the Standard Oil Company, and was used by the Standard Oil Company, not only for local shipments, but for thru shipments, in connection with the Olean rate and otherwise to various places in Vermont.

That the Rutland Railroad Company's line extended from said point of connection at Norwood to Burlington, Rutland, and Bellows Falls, and other points in Vermont, which points were  
141 important distributing points for the Standard Oil Company.

That during said time said Rutland Railroad Company in connection with the Central Vermont Railway Company made the following rates from Norwood to Vermont points, to wit: To Burlington, \$23.00 per car; to Rutland \$28.00 per car, and Bellows Falls, \$30.00 per car; that these rates were for tank cars, without regard to the amount or weight of the commodity carried, which said rates, based on the average weight per car shipped by the Standard Oil Company, were equal to the following rates: To Burlington, 3.54 cents per hundred pounds; to Rutland, 4.22 cents per hundred pounds; to Bellows Falls, 5.09 cents per hundred pounds, while the regular published rate on petroleum and its products, in barrels, in car load lots, was 33 cents per hundred pounds, altho it was and is customary on all railroads thruout the United States, to make the same rate per hundred pounds for oil shipped in barrels, in car load lots, as for oil shipped in tank cars.

That using said tank-car rates in connection with the said secret and discriminatory rates made by the Pennsylvania Railroad Company and the New York Central Railroad, as aforesaid, the Standard Oil Company was enabled to ship oil from Olean and Rochester to Vermont points at rates far less than its competitors could ship and  
less than the published thru rates.

142 That the following is a table of comparison of the rates from Olean and from Warren, a competitive shipping point, to Vermont points:

*Comparison of Rates on Illuminating Oil from Olean and from Warren to Vermont Points.*

[Rates in cents per hundred pounds.]

To—	Rate.			Distance.	
	From Olean.	From Warren.	Difference in favor of Olean.	From Olean. <sup>a</sup>	From Warren.
				<i>Miles.</i>	<i>Miles.</i>
Burlington.....	15.34	33	17.66	451	523
Rutland.....	16.02	23.5	7.48	518	456
Bellows Falls.....	16.89	23.5	6.61	571	509

<sup>a</sup> Via Norwood route.

That, as hereinbefore alleged, Burlington was and is an important distributing point in the shipment of oil.

That the Central Vermont Railway reaches from Burlington a large number of points in Vermont, over which line of railway the Standard Oil Company distributes and ships oil.

That the Central Vermont Railroad Company thruout said time made to the Standard Oil Company low secret rates on less than car-load shipments, which were not given to its competitors, for the distribution of petroleum and its products between Burlington and various stations in the State of Vermont, while charging the competitors of the Standard Oil Company full second-class tariff rates on such shipments, which were much higher.

That the following is a table showing the said secret rates from Burlington to various stations on the Central Vermont Rail-  
 143 way paid by the Standard Oil Company and the second-class rates which would be applicable to any shipments made by the competitors of the Standard Oil Company:



*Comparison of Secret Less-than-carload with Second-class Rates of Central Vermont Railway Between Burlington and Other Points in Vermont.*

[Rates in cents per hundred pounds.]

Between Burlington and—	Secret rate.	Second-class rate.
Highgate Springs, Vt.....	12	21
East Swanton, Vt.....	10	20
Alburg, Vt.....	10	22
East Alburg, Vt.....	10	21
West Swanton, Vt.....	16	21
Swanton, Vt.....	16	20
St. Albans, Vt.....	15	18
Richford, Vt.....	12	25
East Berkshire, Vt.....	17	23
North Enosburg, Vt.....	17	22
Enosburg Falls, Vt.....	16	22
South Franklin, Vt.....	16	21
North Sheldon, Vt.....	16	21
Sheldon Junction, Vt.....	16	20
Sheldon Springs, Vt.....	16	20
Oakland, Vt.....	14	16
Georgia, Vt.....	12	14
Milton, Vt.....	10	12
Colchester, Vt.....	9	11
Cambridge Junction, Vt.....	9	18
Jeffersonville, Vt.....	9	18
Cambridge, Vt.....	9	16
Cloverdale, Vt.....	10	14
North Underhill, Vt.....	10	14
Underhill, Vt.....	10	12
Jericho, Vt.....	10	12
Essex Center, Vt.....	10	11
Essex Junction, Vt.....	8	9
Winooski, Vt.....	6	7
Williston, Vt.....	9	11
Richmond, Vt.....	10	12
Jonesville, Vt.....	12	14
Bolton, Vt.....	12	14
North Duxbury, Vt.....	14	16
Waterbury, Vt.....	12	18
Middlesex, Vt.....	15	19
Williamstown, Vt.....	19	23
South Barre, Vt.....	11	22
Barre, Vt.....	10	21
Montpelier, Vt.....	10	20

Between Burlington and—	Secret rate.	Second-class rate.
Northfield, Vt.....	17	21
Roxbury, Vt.....	17	23
East Granville, Vt.....	18	25
Braintree, Vt.....	18	27
Randolph, Vt.....	18	28
Bethel, Vt.....	18	29
Royalton, Vt.....	18	30
South Royalton, Vt.....	18	32
Sharon, Vt.....	18	34
West Hartford, Vt.....	18	35
Hartford, Vt.....	18	36
White River Junction, Vt.....	8	36
North Hartland, Vt.....	18	36
Hartland, Vt.....	18	37
Windsor, Vt.....	8½	37

144 That on carload shipments the said Central Vermont Railway also thruout said time gave the Standard Oil Company preferential rates, discriminatory over its competitors, on shipments of petroleum and its products from Burlington to various points in Vermont, which were made applicable to the Standard Oil Company only, and which were less than one-third of the regular tariff rate charged to independent shippers; that the regular tariff rate was the third-class rate, and the following table shows the special rates made for the Standard Oil Company as compared with such third-class rate from Burlington to various points in Vermont:

*Special Local Rates on Oil in Tank Cars, Central Vermont Railway.*

From Burlington, Vt., to—	Distance.	Special rate.		Third-class rate per cwt.
		Per car.	Per cwt. <sup>a</sup>	
	Miles.		Cents.	Cents.
Alburg, Vt.....	53	\$36.00	6	17
Barre, Vt.....	50	36.00	6	16
Bethel, Vt.....	79	45.00	7.5	23
Essex Junction, Vt.....	8	10.00	1.7	8
Enosburg Falls, Vt.....	51	35.00	5.8	17
Montpelier, Vt.....	42	36.00	6	16
Richmond, Vt.....	18	30.00	5	10
St. Albans, Vt.....	33	30.00	5	15
White River Junction, Vt.....	104	35.00	5.8	28

<sup>a</sup> No weight limit on carloads being specified, rates per hundred weight are based on 60,000 pounds.

That in addition to the foregoing rates the Standard Oil Company received special discriminatory rates to various points in Vermont, and that all the lines of railway leading to all points in northern and eastern New York and Vermont charged proportionately higher rates from the independent shipping points in western and northwestern Pennsylvania than from Olean and Rochester or other shipping points of the Standard Oil Company, and discriminated against said independent shippers and in favor of the Standard Oil Company.

That by reason of said discriminations, secret and unlawful rates, the Standard Oil Company obtained a monopoly of all of the oil sold and shipped into Vermont and northern and eastern New York, to the exclusion of the independent refiners situated in northwestern Pennsylvania.

That during the year 1905, and for many years prior thereto, to wit, ten years, the railroads situated in New England, to wit, the New York, New Haven and Hartford Railroad, the Boston and Maine Railroad, the Rutland Railroad, the Central Vermont Railroad, and other railroads, the above-named railroads distributing substantially all of the petroleum products shipped by rail to New England points, neglected and refused to prorate—that is, to join with the railroads connecting with said railroads from independent refining points in western and northwestern Pennsylvania and Ohio, in making thru rates on petroleum products; but that said railroads in New England and said connecting lines each charged their full local rates on such products, altho it was the custom of said New England railroads to prorate on all other products with their western connections from the said shipping points to such points in New England, thereby making a lower thru rate than the sum of the local rates.

That by refusing to prorate upon the shipments of oil the said railroads discriminated against the independent refiners at Pittsburg, Oil City, Warren, Struthers, Bradford, and other points, to the average amount of 8 and 9 cents per hundred pounds.

That the territory into which the said railroads refused to prorate include all of the New England States, with the exception of a narrow strip of territory along the Fitchburg Division of the Boston and Maine Railroad between Rotterdam Junction, near Albany, and Boston, Massachusetts, and the line of the Boston and Albany Railroad.

That the said Standard Oil Company could and did ship its petroleum products into the said New England States principally from its seacoast refineries at Bayonne and about New York Harbor, by its ships to New London and Wilsons Point, Connecticut; Boston, Massachusetts, and Portland, Maine; that the said railroad companies have during said time given to the Standard Oil Company extremely low distributing rates from said points to all points in New England proportionally lower than given to competitors of the Standard Oil Company in western and northwestern Pennsylvania; that in addition to the other discriminations, the said New England railroads granted to the Standard Oil Company the extremely low

rate of 12 cents per hundred pounds from New London, Connecticut, to Burlington, Vermont, being a distance of 273 miles, while the other railroads charged the independent shippers from  
 147 Bradford, Pennsylvania, 33 cents per hundred pounds to Burlington, a distance of about 507 miles, and the rates from other competing northwestern Pennsylvania territory were substantially the same.

That by reason of said discriminations, and others not herein detailed, the Standard Oil Company has, during all of said time, had and still has a monopoly of the business of shipping and selling petroleum and its products in the northeastern and eastern portion of New York and all of the New England States.

### XVIII.

#### *Discriminations Between Parkersburg and Marietta.*

That during the year 1904 and a part of the year 1905 and for many years prior thereto—to wit, for at least ten years—there has been situated at Parkersburg, West Virginia, on the Ohio River, a refinery of the Standard Oil Company, and at Marietta, across the Ohio River and only twelve miles distant, an independent refinery; that the railroads leading from said points to the south and southeastern territory principally tributary to said producing points have made discriminatory rates in favor of the Standard Oil Company's works at Parkersburg and against the independents' works at Marietta, altho it was proper that they should take the same rates,  
 148 and altho they took the same rates on substantially all other products, and that the following is a table of a comparison of such rates from said respective points to various destinations in Tennessee, North Carolina, South Carolina, Georgia, Alabama, and Mississippi.

*Comparison of Oil Rates from Parkersburg, W. Va., and Marietta, Ohio,  
to Leading Points in the South.*

[Rates in cents per hundred pounds.]

To—	From Parkers- burg, W. Va.	From Marietta, Ohio.	Differ- ence.
Tennessee:			
Chattanooga.....	37½	41	3½
Knoxville.....	37½	41	3½
Memphis.....	21	24½	3½
Nashville.....	25	28½	3½
North Carolina:			
Asheville.....	51½	55	3½
South Carolina:			
Charleston.....	35½	48½	13
Columbia.....	44	47½	3½
Spartanburg.....	54½	58	3½
Georgia:			
Atlanta.....	42	45½	3½
Gainesville.....	54½	58	3½
Savannah.....	39½	48½	9
Alabama:			
Birmingham.....	42	45½	3½
Mobile.....	27	30½	3½
Montgomery.....	42	45½	3½
Mississippi:			
Meridian.....	48	51½	3½
Vicksburg.....	27	30½	3½

That like discriminatory rates were in force during the year 1904 and for more than ten years previous thereto, not only to the points named in said States in the said table, but to all points which could be reached by said refineries, respectively, in the said States and Territories south of and principally tributary to Parkersburg and Marietta.

That the systematic discrimination against the independent refineries at Marietta was from 3½ to 13 cents per hundred pounds; that by reason of such and other discriminations against the said Marietta refineries it has for years been impossible for the independent refineries at Marietta to compete with the Standard Oil Company to any considerable extent; that the said independent refineries at Marietta have repeatedly protested to the railroads and made complaints to public officials and others, and have been unable to obtain any redress therefrom.

## XIX.

*Discriminations in California.*

That in and prior to the year 1901 southern and central California had become an important crude-oil producing territory; that prior to the said year 1901 most of the oil which the Standard Oil Company sold in the Pacific coast States of Washington, Oregon, California, Arizona, and a part of New Mexico, was shipped by the Standard Oil Company of Iowa, a constituent company of the Standard Oil Company, from its various eastern refineries, principally Whiting after the year 1890; that, as hereinbefore alleged in this petition, the Standard Oil Company purchased the Pacific Coast Oil Company and entered extensively into the refining of oil in California about the year 1901, and since said time has been engaged in refining, shipping, and marketing the oil produced by it and  
150 the other companies from which it purchased oil, as hereinbefore alleged, thruout the said various Pacific coast States and other territory, and has also been engaged in purchasing and marketing crude oil as fuel; that the Southern Pacific Railway Company and the Atchison, Topeka and Santa Fe Railway Company were, until the construction of the San Pedro, Los Angeles and Salt Lake Railroad, the only railroads in the State of California reaching the oil fields and distributing oil from said State into the other States and Territories adjacent; that from time to time since the year 1901 the said railroad companies granted to the Standard Oil Company and the Pacific Coast Oil Company, in the shipment of crude oil and its products, sundry rebates, secret rates, and concessions from the published tariff rates and discriminatory rates as against the competitors of the Standard Oil Company; your petitioner is unable to state all of the said concessions, rebates, and special rates departing from the published tariff rates to other consumers, but alleges that, among others, were those named in the following table, which shows the shipping point and destination, the commodity, the secret rate, and the tariff rate:

151 *California Oil Rates at Variance With Tariff, 1904.*

Southern Pacific Company.

From—	To—	Commodity.	Secret rate.	Tariff rate.
Bakersfield and Coalinga.	Keswick.....	Crude oil.;.....	1.4c. gal..	2c. gal.
Bakersfield .....	Redding.....	do.....	1.4c. gal..	2c. gal.
Do.....	Red Bluff.....	do.....	1.4c. gal..	2c. gal.
Do.....	Middle Creek.....	do.....	1.4c. gal..	2c. gal.
Do.....	Salton.....	do.....	\$5 ton....	\$7 ton.
Do.....	Phoenix, Ariz.....	do.....	\$6 ton....	\$8 ton.
Richmond.....	Marysville.....	Refined oil.....	17.5c. cwt.	21c. cwt.
Do.....	Paraffin.....	do.....	50c. ton..	75c. ton.
Do.....	San Jose.....	do.....	6c. cwt..	\$1.50 ton.
Do.....	Oakland.....	do.....	50c. ton..	75c. ton.
Do.....	Keswick.....	Crude oil.....	46c. bbl..	64c. bbl.
Do.....	Middle Creek.....	do.....	46c. bbl..	64c. bbl.
Do.....	Redding.....	do.....	46c. bbl..	71c. bbl.
Do.....	Red Bluff.....	do.....	46c. bbl..	60c. bbl.
Do.....	Lyoth.....	do.....	15c. bbl..	28c. bbl.
Do.....	Durham.....	do.....	50.2c. bbl.	71c. bbl.
Do.....	Chico.....	do.....	37.6c. bbl.	45c. bbl.
Do.....	Barnards.....	do.....	92.2c. bbl.	\$1 05 bbl.
Coalinga.....	Reedey.....	do.....	0.9c. gal..	1.39c. gal.
Do.....	Lacjac.....	do.....	0.9c. gal..	1.39c. gal.
Los Angeles.....	Salton.....	do.....	\$3 ton....	\$5 ton.
Fresno.....	Tulare.....	Refined oil.....	\$1.90 ton.	\$3.05 ton.
Do.....	Hanford.....	do.....	\$1.10 ton.	\$2 ton.
San Francisco.....	Petaluma.....	Crude oil.....	5c. cwt..	5c. cwt.

Atchison, Topeka and Santa Fe Railway.

Redondo.....	Los Angeles.....	Crude oil.....	7c. bbl..	10c. bbl.
Do.....	San Diego.....	do.....	20c. bbl..	53c. bbl.
Do.....	San Bernardino.....	do.....	10c. cwt..	10c. bbl. +
Do.....	San Diego.....	Refined oil.....	7.5c. cwt.	10c. cwt.
Do.....	Los Angeles.....	do.....	7.5c. bbl..	25c. cwt.
Do.....	Pasadena.....	do.....	5c. cwt..	32c. cwt.
Redondo.....	San Bernardino.....	Refined oil.....	20c. cwt.	12c. cwt.
Do.....	Riverside.....	Gasoline.....	20c. cwt.	25c. cwt.
Bakersfield.....	San Diego.....	Crude oil.....	50.4c. cwt.	92.7c. bbl.
Olinda.....	Redondo.....	do.....	10c. bbl..	\$1.50 ton.
Do.....	Los Angeles.....	do.....	10c. bbl..	16½c. bbl.
Los Angeles.....	Redondo.....	do.....	10c. bbl..	16½c. bbl.
Do.....	San Diego.....	do.....	25c. bbl..	43.1c. bbl.
Do.....	do.....	Refined oil (L. C. L.).....	20c. cwt.	35c. cwt.
San Diego.....	Escondido.....	Refined oil.....	5c. cwt..	10c. cwt.
Do.....	do.....	Refined oil (C. L.).....	10c. cwt..	14c. cwt.
Escondido.....	Oceanside.....	Refined oil (L. C. L.).....	15c. cwt..	18c. cwt.
Oakdale.....	Black Oak.....	do.....	5c. cwt..	16c. cwt.
		Crude oil.....	\$3 ton....	\$3.50 ton.

That said railroads did, during the said time, in certain instances grant to various purchasers of oil like concessions and rebates, in cases where the Standard Oil Company or its allied corporations were the sellers of the oil; that some secret rebates and concessions were granted to certain other producers and sellers of crude  
 152 oil, but your petitioner alleges, on information and belief, that the principal secret rates, rebates, and concessions were granted either to the Standard Oil Company and its subsidiary corporations or the Associated Oil Company; that the Associated Oil Company is a corporation created under the laws of the State of California and until within the last year not engaged in refining oil, but engaged in producing and selling crude oil for fuel purposes, and works in harmony with the Standard Oil Company.

That by reason of such secret rates, rebates, and discriminatory rates and other matters alleged in this petition the Standard Oil Company has to a very large extent been able to, and has, monopolized and obtained control of the business of refining and selling petroleum products on the Pacific coast and the States adjacent thereto.

That while many of said secret rates, rebates, and concessions were granted by the railroads situated in California and for transportation nominally within the State of California, some of said concessions were granted on shipments which extended beyond the State of California and were interstate, and the said rates enabled the Standard Oil Company to ship and sell its refined oil into the States and Territories adjacent to California and tributary thereto, to wit, Arizona, New Mexico, Oregon, and Washington, and part of  
 153 Nevada, and sell the same at rates below what its competitors could profitably sell such oil, and tended to and did give the Standard Oil Company a preference over its competitors and a monopoly of said business.

## XX.

### *Discriminations in Central States.*

That the States of Illinois, Indiana, southwestern Ohio, and Michigan are principally supplied with petroleum products from the Standard Oil Company's refinery at Whiting, Indiana, in competition with the refineries of the independent concerns situated at Toledo, Cleveland, Findlay, and Marietta, Ohio, and Pittsburg and other points in western and northwestern Pennsylvania; that at the instance of the Standard Oil Company the railroads have established and maintained, for more than ten years prior to 1906, a general system of rates on petroleum and its products into the States of Michigan, Illinois, Indiana, and Ohio, and into the States and Territories beyond the said States, by which the rates are much lower, both for equal distances and per ton per mile, and, under similar circumstances and conditions, from Whiting, Indiana, than from the independent refineries aforesaid; that during said time the said railroads, at the instance of the Standard Oil Company, have raised



their rates in general from said independent shipping points, while not raising the rates from Whiting; that among other instances of such discriminations in rates is the following: The rate from 154 Whiting to Toledo was thruout the latter part of said period, to wit, since 1900, 10 cents per hundred pounds, while the rate from Toledo to Whiting was 12 cents per hundred pounds, and that this condition of discrimination was generally true as between all independent competing points and the Standard's shipping point at Whiting, Indiana.

That the following table shows a comparison of rates on petroleum and its products in carloads on the Lake Shore and Michigan Southern Railway from Whiting and Toledo to intermediate points which were in force from about 1900 to 1905, inclusive. The said table shows the miles, the rates per hundred pounds, and the rates per ton per mile:

*Comparison of Oil Rates on the Lake Shore and Michigan Southern Railway from Whiting and from Toledo to Intermediate Points.*

To—	From Whiting.		From Toledo.		Rate per ton per mile.	
	Distance.	Rate per hundred pounds.	Distance.	Rate per hundred pounds.	From Whiting.	From Toledo.
	Miles.	Cents.	Miles.	Cents.	Cents.	Cents.
Whiting (also Chicago).....			218	12		
Laporte, Ind....	42	4½	176	12		1.101
South Bend, Ind.	69	5	149	12	2.143	1.363
Elkhart, Ind....	84	5	134	11	1.449	1.610
AIR LINE					1.190	1.641
Goshen, Ind....	95	5	123	11		
Kendallville, Ind.	126	8	92	8½	1.053	1.788
Waterloo, Ind....	139	8	79	7½	1.269	1.847
Bryan, Ohio....	164	9	54	7½	1.151	1.898
Wauseon, Ohio..	186	10	32	5½	1.098	2.777
Toledo, Ohio....	218	10			1.075	3.437
OLD LINE.					.917	
Sturgis, Mich...	115	8	112	10½		
Jonesville, Mich.	156	9	71	8	1.391	1.875
Hillsdale, Mich..	161	9	66	8	1.154	2.253
Adrian, Mich....	194	10	33	6½	1.118	2.424
Toledo, Ohio....	227	10			1.031	3.939
					.881	

155 The following table shows certain of the rates from Whiting and Toledo, respectively, appearing in the preceding table, so arranged as to compare similar distances:

*Comparison of Rates for Similar Distances on the Lake Shore and Michigan Southern Railway.*

From Whiting.		From Toledo.	
Distance.	Rate per hundred pounds.	Distance.	Rate per hundred pounds.
Miles.	Cents.	Miles.	Cents.
42	4½	33	6½
69	5	66	8
84	5	79	7½
115	8	112	10½
139	8	134	11
164	9	149	12
186	10	176	12

That as a further illustration the rates from Whiting to the crossings of the Ohio river have thruout the time from about 1891 to 1906 been less than rates for equal distances from all competing points, and less per ton per mile; that while Cleveland, Toledo, Findlay, and Pittsburg were placed at a disadvantage with Whiting, the more distant works of the Standard Oil Company at Rochester, New York, were given proportionately lower rates than said competing refining points. The following table is a comparison of rates in effect from 1900 to about 1906 from Whiting and Rochester and from competing points to the Ohio River crossings of Cincinnati, Louisville, and Evansville, being the principal crossings of the said river by railway from the north, and the points thru which substantially all shipments must be made to those points and to southern States:

156 *Comparison of Rates from Whiting and Rochester and from Principal Competing Points to Ohio River Crossings.*

[Rates in cents per hundred pounds or per ton per mile.]

To Cincinnati.

From—	Distance.	Rate.	Excess over Whiting rate.	Rate per ton per mile.
	<i>Miles.</i>			
Whiting.....	<sup>a</sup> 295	11	.....	0.75
Toledo.....	211	10	—1	.95
Cleveland.....	244	10½	—½	.86
Pittsburg.....	313	14	3	.89
Oil City.....	385	14	3	.73
Rochester.....	495	16	5	.65

To Louisville.

Whiting.....	<sup>a</sup> 294	<sup>b</sup> 11	.....	0.75
Toledo.....	325	14½	3½	.89
Cleveland.....	358	15	4	.84
Pittsburg.....	427	19	8	.89
Oil City.....	499	19	8	.76
Rochester.....	609	21	10	.69

To Evansville.

Whiting.....	<sup>a</sup> 287	<sup>c</sup> 8½	.....	0.57
Toledo.....	382	15	6½	.79
Cleveland.....	451	17½	9½	.78
Pittsburg.....	542	22½	14½	.83
Oil City.....	592	22½	14½	.76
Rochester.....	702	24½	16½	.70

<sup>a</sup> Whiting distances computed from Chicago.

<sup>b</sup> To north side of river. On shipments to Louisville proper a bridge toll of one-half cent per hundred pounds is added, but on through shipments the southern lines absorb this charge. No bridge toll is added on shipments from the other points to Louisville proper.

<sup>c</sup> Rate in effect to December 1, 1905; thereafter 11 cents.

That while the published rate from Whiting to Evansville was 11 cents per hundred pounds, the actual rate charged, as hereinbefore stated, was 6 and  $8\frac{1}{4}$  cents per hundred pounds substantially all of said time, thus giving the Standard Oil Company an additional advantage.

That as a further illustration the rates to lower Michigan for equal distances from competing refining points aforesaid were thruout the time from about 1901 to 1906 relatively far greater and the rate per ton per mile greater than from Whiting under similar circumstances and conditions of shipment. The following table gives a comparison of rates from Whiting, Toledo, Cleveland, and Pittsburg points to Michigan from about 1900 to 1906; that similar discriminations existed previous to said time during about ten years, with the exception that the rates from independent points had been raised and the rates from Whiting had not:

*Comparison of Oil Rates from Whiting, Toledo, Cleveland, and Pittsburg, to Points in Michigan.*

[Rate in cents per hundred pounds.]

To—	From Whiting.		From Toledo.		From Cleveland.		From Pittsburg. <sup>a</sup>	
	Miles. <sup>b</sup>	Rate.	Miles.	Rate.	Miles.	Rate.	Miles.	Rate.
Battle Creek.....	163	8½	113	10½	226	13½	361	18½
Detroit.....	272	10	60	6½	173	9	308	12½
Grand Rapids.....	178	9	166	12	279	14½	414	19½
Muskegon.....	187	9	206	12	319	14½	454	19½
Saginaw.....	292	10	135	12	248	14½	383	18½

[Rates in cents per ton per mile.]

To—	From Whiting.	From Toledo.	From Cleveland.	From Pittsburg.
Battle Creek.....	1.04	1.86	1.19	1.02
Detroit.....	.74	2.17	1.04	.81
Grand Rapids.....	1.01	1.45	1.04	.94
Muskegon.....	.96	1.17	.91	.86
Saginaw.....	.68	1.78	1.17	.97

<sup>a</sup> Same rates apply from Oil City and other western Pennsylvania refining points.  
<sup>b</sup> Computed from Chicago.

That substantially similar discriminations have existed during all of said period between Whiting and said competitive points with respect to shipments into substantially all the territory in Michigan, Indiana, Illinois, and southwestern Ohio as aforesaid, and the following table shows the rates which were in effect from 1900 to 1906 from said independent refining points of Pittsburg, Cleveland, and

158 Toledo, and from said Whiting to various points in said territory, which said points are substantially typical of all the shipping destinations in said territory; and that substantially similar conditions existed prior to 1900 for a period of about ten years, except that the rates from independent refining points had been raised and the rates from Whiting had not.

COMPARATIVE RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS, FROM PITTSBURG, PA., CLEVELAND AND TOLEDO, OHIO, AND WHITING, IND., TO POINTS IN CENTRAL FREIGHT ASSOCIATION TERRITORY, IN OHIO, MICHIGAN, INDIANA, AND ILLINOIS, AND TO LOUISVILLE, KY.

[Note.—Pittsburg rates also apply from Oil City and other western Pennsylvania refining points, and Toledo rates in general apply from Findlay and Lima, Ohio. Minus signs show difference in rate against Whiting.]

From—	OHIO.							
	CINCINNATI.				CLEVELAND.			
	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.
Pittsburg, Pa.	313	Cts. 14	Cts. 8	Cts. 0.89	135	Cts. 10	Cts. -4	Cts. 1.43
Cleveland, Ohio	244	10	-1	.86				
Toledo, Ohio	211	10	-1	.93	113	9	-5	1.59
Whiting, Ind.	295	11		.75	339	14		.96
COLUMBUS.								
Pittsburg, Pa.	193	11	-8	1.14	263	12	-1	0.95
Cleveland, Ohio	138	8	-6	1.20	168	9	-8	.96
Toledo, Ohio	124	8	-6	1.29	152	8	-4	1.05
Whiting, Ind.	302	14		.96	264	11		.83
DECIANCE.								
Pittsburg, Pa.	299	14	4	0.97	315	14	-8	0.89
Cleveland, Ohio	164	10		1.22	265	13	-4	.98
Toledo, Ohio	51	7	-2	2.04	251	12	-5	1.00
Whiting, Ind.	190	10		1.05	421	17		.83
LIMA.								
Pittsburg, Pa.	261	12	2	0.96	238	12	-4	1.05
Cleveland, Ohio	152	9	-1	1.18	164	9	-8	1.10
Toledo, Ohio	79	5	-4	1.39	131	8	-4	1.22
Whiting, Ind.	208	10		.96	271	12		.89
SPRINGFIELD.								
TOLEDO.								
Pittsburg, Pa.					248	12	2	1.01
Cleveland, Ohio					113	8	-2	1.42
Toledo, Ohio								
Whiting, Ind.					233	10		.86

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COMPARATIVE RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS, FROM  
PITTSBURG, PA., ETC.—Continued.

From—	MICHIGAN.							
	ALPENA.				ANN ARBOR.			
	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.
Pittsburg, Pa.	522	Cts. 25	Cts. 8½	0.86	293	Cts. 16½	Cts. 7½	1.13
Cleveland, Ohio.	887	21	4½	1.09	158	12½	3½	1.58
Toledo, Ohio.	274	18½	2	1.35	45	6½	—1½	2.89
Whiting, Ind.	431	16½	—	.77	247	9	—	.73
BATTLE CREEK.								
Pittsburg, Pa.	361	18½	19	1.02	475	23½	10½	0.99
Cleveland, Ohio.	226	13½	5	1.19	340	18	5	1.06
Toledo, Ohio.	113	10½	2	1.86	227	14	1	1.23
Whiting, Ind.	163	8½	—	1.04	276	13	—	.94
DETROIT.								
Pittsburg, Pa.	308	12½	2½	0.81	414	19½	10½	0.94
Cleveland, Ohio.	173	9	—1	1.04	279	14½	5½	1.04
Toledo, Ohio.	80	6½	—3½	2.17	166	12	3	1.45
Whiting, Ind.	272	10	—	.74	178	9	—	1.01
JACKSON.								
Pittsburg, Pa.	319	16½	7½	1.03	384	18½	10	0.96
Cleveland, Ohio.	184	12½	3½	1.36	249	13½	5	1.08
Toledo, Ohio.	71	8	—1	2.25	136	12	3½	1.78
Whiting, Ind.	197	9	—	.91	141	8½	—	1.21
LANSING.								
Pittsburg, Pa.	356	17½	6½	0.98	578	25	8½	0.87
Cleveland, Ohio.	221	13½	4½	1.22	443	21	4½	.96
Toledo, Ohio.	108	10½	1½	1.94	330	18½	2	1.12
Whiting, Ind.	226	9	—	.80	404	16½	—	.82
MUSKEGON.								
Pittsburg, Pa.	454	19½	10½	0.86	383	18½	8½	0.97
Cleveland, Ohio.	319	14½	5½	.91	244	14½	4½	1.17
Toledo, Ohio.	206	12	3	1.17	135	12	2	1.78
Whiting, Ind.	187	9	—	.96	292	10	—	.68
INDIANA.								
From—	ATTICA.				BRAZIL.			
	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.
Pittsburg, Pa.	450	19½	14	0.87	431	19½	14	0.90
Cleveland, Ohio.	317	14½	9	.91	340	14½	9	.85
Toledo, Ohio.	225	12	6½	1.07	271	12	6½	.89
Whiting, Ind.	120	5½	—	.92	181	5½	—	.61

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COMPARATIVE RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS, FROM  
PITTSBURG, PA., ETC.—Continued.

From—	INDIANA—Continued.							
	EVANSTON.				FORT WAYNE.			
	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.
Pittsburg, Pa.....	542	22½	14½	0.83	320	14½	8½	0.91
Cleveland, Ohio.....	461	17½	9½	.78	187	10	2	1.07
Toledo, Ohio.....	382	15	6½	.79	96	7½	4	1.68
Whiting, Ind.....	287	8½	.....	.57	148	8	.....	1.08
HURTINGTON.								
Pittsburg, Pa.....	836	16	8	0.85	874	15½	7½	0.83
Cleveland, Ohio.....	211	12	4	1.14	283	12	4	.85
Toledo, Ohio.....	119	9	1	1.61	214	10	2	.93
Whiting, Ind.....	142	8	.....	1.13	184	8	.....	.87
LAFAYETTE.								
Pittsburg, Pa.....	421	19½	11½	0.93	413	19½	15	0.94
Cleveland, Ohio.....	298	14½	8½	.88	284	14½	10	1.02
Toledo, Ohio.....	204	11	2	1.08	185	12	7½	1.20
Whiting, Ind.....	131	8	.....	1.22	69	4½	.....	1.58
LOGANSFORT.								
Pittsburg, Pa.....	384	18½	10½	0.96	659	22½	14½	0.81
Cleveland, Ohio.....	250	13½	6½	1.04	468	17½	9½	.75
Toledo, Ohio.....	186	11	2	1.33	400	15	6½	.75
Whiting, Ind.....	117	8	.....	1.37	303	8½	.....	.64
MOUNT VERNON.								
Pittsburg, Pa.....	808	15½	4½	1.01	406	18½	18½	0.91
Cleveland, Ohio.....	239	12	1	1.45	271	13½	8½	1.00
Toledo, Ohio.....	170	10	-1	1.18	168	12	7	1.52
Whiting, Ind.....	223	11	.....	.99	86	5	.....	1.16
RICHMOND.								
Pittsburg, Pa.....	808	15½	4½	1.01	406	18½	18½	0.91
Cleveland, Ohio.....	239	12	1	1.45	271	13½	8½	1.00
Toledo, Ohio.....	170	10	-1	1.18	168	12	7	1.52
Whiting, Ind.....	223	11	.....	.99	86	5	.....	1.16
SOUTH BEND.								
Pittsburg, Pa.....	808	15½	4½	1.01	406	18½	18½	0.91
Cleveland, Ohio.....	239	12	1	1.45	271	13½	8½	1.00
Toledo, Ohio.....	170	10	-1	1.18	168	12	7	1.52
Whiting, Ind.....	223	11	.....	.99	86	5	.....	1.16
TERR HAUTE.								
Pittsburg, Pa.....	446	19½	14	0.87	491	19½	11½	0.80
Cleveland, Ohio.....	356	14½	9	.82	400	15½	7½	.78
Toledo, Ohio.....	281	12	6½	.85	331	15	6½	.91
Whiting, Ind.....	178	8½	.....	.62	235	8½	.....	.70
VINCENNES.								
Pittsburg, Pa.....	446	19½	14	0.87	491	19½	11½	0.80
Cleveland, Ohio.....	356	14½	9	.82	400	15½	7½	.78
Toledo, Ohio.....	281	12	6½	.85	331	15	6½	.91
Whiting, Ind.....	178	8½	.....	.62	235	8½	.....	.70
ILLINOIS AND KENTUCKY.								
ALTON.								
Pittsburg, Pa.....	528	24½	14½	0.98	548	22½	15½	0.83
Cleveland, Ohio.....	435	19½	9½	.90	412	17½	10½	.85
Toledo, Ohio.....	368	17	7	.93	320	15	8	.94
Whiting, Ind.....	216	10	.....	.98	127	7	.....	1.10
BLOOMINGTON.								
Pittsburg, Pa.....	528	24½	14½	0.98	548	22½	15½	0.83
Cleveland, Ohio.....	435	19½	9½	.90	412	17½	10½	.85
Toledo, Ohio.....	368	17	7	.93	320	15	8	.94
Whiting, Ind.....	216	10	.....	.98	127	7	.....	1.10

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COMPARATIVE RATES ON PETROLEUM AND ITS PRODUCTS, CARLOADS, FROM  
PITTSBURG, PA., ETC.—Continued.

From—	ILLINOIS AND KENTUCKY—Continued.							
	CAIRO.				CHAMPAIGN.			
	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.	Miles.	Rate per hundred pounds.	Difference in favor of Whiting.	Rate per ton per mile.
Pittsburg, Pa.....	651	Cts. 26	Cts. 15	0.80	492	Cts. 22	Cts. 16	0.91
Cleveland, Ohio.....	560	21	10	.77	340	17	10	.93
Toledo, Ohio.....	491	19	8	.77	268	15	8	1.04
Whiting, Ind.....	365	11		.60	128	7		1.09
<b>CHICAGO.</b>								
Pittsburg, Pa.....	468	19		0.83	460	19	14	0.85
Cleveland, Ohio.....	339	14		.86	342	14	9	.85
Toledo, Ohio.....	238	12		1.03	250	12	6	.98
Whiting, Ind.....					124	6		.89
<b>DECATUR.</b>								
Pittsburg, Pa.....	527	22	15	0.85	613	24	18	0.80
Cleveland, Ohio.....	416	17	10	.84	522	19	12	.75
Toledo, Ohio.....	323	15	8	.93	433	17	11	.79
Whiting, Ind.....	178	7		.81	261	6		.43
<b>MATTOON.</b>								
Pittsburg, Pa.....	508	22	15	0.89	582	24	14	0.84
Cleveland, Ohio.....	412	17	10	.85	491	19	9	.79
Toledo, Ohio.....	322	15	8	.93	422	19	9	.92
Whiting, Ind.....	172	7		.81	276	10		.72
<b>PEORIA.</b>								
Pittsburg, Pa.....	562	22	16	0.80	566	24	15	0.87
Cleveland, Ohio.....	490	17	11	.61	454	19	10	.85
Toledo, Ohio.....	338	15	9	.59	362	17	8	.94
Whiting, Ind.....	150	6		.69	185	9		.97
<b>LOUISVILLE, KY.</b>								
Pittsburg, Pa.....					477	19	8	0.89
Cleveland, Ohio.....					358	15	4	.84
Toledo, Ohio.....					325	14	3	.80
Whiting, Ind.....					294	11		.75

\* Rate to north bank of river, applicable to shipments destined beyond Louisville; to Louisville proper, 11¢ cents.



*General System of Discrimination; Control of Railroads.*

Your petitioner further alleges that at the instance of the said individual defendants and the said Standard Oil Company and its affiliated and subsidiary corporations, and in conspiracy therewith, substantially all the railroads in the United States have uniformly established systems of rates on petroleum and its products, by which the rates from the several shipping points of the Standard Oil Company have been relatively lower, in comparison with distance and per ton per mile and under similar conditions, than the rates from the shipping points of the competitors of the said Standard Oil Company, and by which the rates so charged to the Standard Oil Company have been discriminatory as against their competitors; that in some cases the said discriminatory rates made by the railroads from the shipping points of the Standard Oil Company and its subsidiary companies have been duly filed with the Interstate Commerce Commission and published as required by law, but that in many other instances the rates from the Standard Oil Company's shipping points have been secret rates and less than the duly published rates from such points; that in addition to the rates to points and into territories hereinbefore alleged, there have been similar discriminations to many other points and territories not specifically herein set forth.

That by reason of such uniform discrimination in railroad rates the Standard Oil Company has been enabled largely to destroy and eliminate competition and to restrain the trade and commerce in petroleum and its products thruout the United States and to monopolize such trade and commerce; that this uniform system of discrimination has existed not only during all the existence of the Standard Oil Company of New Jersey since 1899, but during all the previous time of the existence of the Standard Oil Trust, from 1882 to 1899, and previous thereto, when these individual defendants were in control of the principal concerns refining, shipping, and selling oil in the United States; that such system of discrimination in rates has been procured by and thru the influence of these individual defendants and the defendant corporations, and the predecessor corporations controlled by said defendants, with the various railroads of the United States, and by reason of the fact that they were able to give to such railroads a large traffic, or to withhold from them traffic in the event that the rates made were not satisfactory to the defendants, and by reason of their ability to give or to withhold shipments from particular points over particular railroads.

That in many instances heretofore alleged in this bill, wherein certain unlawful, secret, and unpublished rates, discriminatory rates, and practices are alleged to have been in existence up until 1905 or 1906, they were discontinued at about said dates by various and several of the said railroad companies, by reason of the fact that their existence had been discovered by an investiga-

tion by the Bureau of Corporations of the Department of Commerce and Labor, and it was evident to the said railroad companies and the Standard Oil Company that such unlawful rates and practises would be published and made known to the general public and to the competitors of the Standard Oil Company; that many of said discriminatory and unlawful rates have not been so corrected.

Your petitioner further alleges that for the purpose of influencing the railroads to maintain such discriminatory rates, and also to give the Standard Oil Company a monopoly of the business of selling lubricating oil to said railroads, as hereinafter alleged, the individual defendants and other individuals associated with them and interested with them in the Standard Oil Trust and the Standard Oil Company and its subsidiary corporations, have purchased and acquired large interests in the stocks of the principal railroads of the United States and have caused themselves to be elected, or have caused other persons acting in their interest to be elected, as members of the boards of directors of said railroads, and that by reason of such ownership and representation on the boards of directors of railroads the individual defendants and the Standard Oil Company have influenced said railroads to establish and maintain such discriminatory rates and to buy said lubricating oils.

That the exact interest in such railroads of the said individual defendants and the other individuals acting in their behalf your petitioner is unable to state in every case, but alleges that among others the following individual defendants and persons acting in their interest have become and were in the year 1905 members of the boards of directors of the following railways of the United States:

Director.	Railroad.
F. T. Gates.....	Wisconsin Central Railway Company. Missouri Pacific Railway Company.
C. W. Harkness.....	Chicago, Milwaukee and St. Paul Railway Company.
H. Clay Pierce.....	Kansas City Southern Railway Company. St. Louis and San Francisco Railroad Company.
Charles M. Pratt.....	Boston and Maine Railroad Company. Long Island Railroad Company. Evansville and Terre Haute Railroad Company.
Henry H. Rogers.....	Chicago, Milwaukee and St. Paul Railway Company. Atchison, Topeka and Santa Fe Railway Company. Union Pacific Railroad Company.
John D. Rockefeller, Jr.	Delaware, Lackawanna and Western Railroad Company.
William G. Rockefeller.	Missouri Pacific Railway Company. Union Pacific Railroad Company.

## THE UNITED STATES.

Railroad.

Director.  
 William Rockefeller.....New York, New Haven and Hartford  
                                   Railroad Company.  
                                   Central New England Railway Company.  
                                   Delaware, Lackawanna and Western Rail-  
                                   road Company.  
                                   New York, Ontario and Western Railway  
                                   Company.  
                                   Chicago, Milwaukee and St. Paul Railway  
                                   Company.  
                                   New York Central and Hudson River  
                                   Railroad Company.

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William Rockefeller.....Lake Shore and Michigan Southern Rail-  
                                   way Company.  
                                   Michigan Central Railroad Company.  
                                   New York and Ottawa Railway Company.  
                                   New York, Chicago and St. Louis Rail-  
                                   road Company.  
                                   Pittsburg and Lake Erie Railroad Com-  
                                   pany.  
                                   Rutland Railroad Company.  
 Henry M. Flagler.....Florida East Coast Railway Company.

That F. T. Gates is the confidential manager for John D. Rockefeller.

That C. W. Harkness is a director in the Standard Oil Company of New Jersey.

That H. Clay Pierce is a manager and director of the Waters-Pierce Oil Company, one of the defendants herein.

That Charles M. Pratt is a director of the Standard Oil Company and one of its officers, to wit, its secretary.

That Henry M. Flagler is a director in the Standard Oil Company.

That Henry H. Rogers is vice-president and director of the Standard Oil Company.

That John D. Rockefeller, jr., is a director of the Standard Oil Company.

That William Rockefeller is a director of the Standard Oil Company and of many of its subsidiary corporations.

That William G. Rockefeller is an officer of the Standard Oil Company and a director in many of its subsidiary corporations.

That the said Union Pacific Railroad Company owns a large amount of the stock of and controls the Southern Pacific Railroad Company, so that the representation of the said individual defendants and other individuals affiliated with the Standard Oil Company upon said Union Pacific Railroad enables them to influence and control the action of the said Southern Pacific Railroad in respect to rates on petroleum and its products.

And your petitioner further alleges, on information and belief, that various officers, stockholders, and directors of the defendant

corporations are large stockholders in substantially all the principal railroad corporations of the United States, in addition to those hereinbefore specifically named.

## XXII.

*Monopoly of Sale of Lubricating Oils to Railroads.*

That lubricating oil is a product of petroleum, and used largely by the railroads in the United States; that the oils principally used are: Valve oil, which is used for lubricating valves and other parts of locomotive engines; engine oil, which is also used for locomotive engines; coach oil, which is principally used for passenger cars; and car oil, which is used for locomotives and for passenger and freight cars; that the cost of such lubricating oils to the said railroad companies is in the aggregate in excess of \$4,300,000 per annum.

That the Galena Signal Oil Company and the Waters-Pierce Oil Company, subsidiary corporations of the Standard Oil Company, have for many years, to wit, more than ten years, had and now have, a monopoly of the sale of such lubricating oils to railroads in the United States, selling substantially all of the aforesaid lubricating oils used by said railroad companies, to wit, in excess of 95 per cent thereof; that the said lubricating oils have been during said period, and are now, sold by said companies to railroads principally under contracts which are substantially uniform as to form and as to the conditions of service, but not as to price; that the nominal or invoice prices charged in the first instance under said contracts to nearly all railroads are and have for many years been as follows:

Valve oil .....	48 cents per gallon
Engine oil .....	28 cents per gallon
Coach oil .....	33 cents per gallon
Car oil .....	18 cents per gallon

That most if not all of said contracts have contained the provision "the railroad making the same should be given a corresponding reduction in case the invoice prices to any other railroad should be reduced during the period of such contract;" that the actual price however, paid by most of said railroad companies is not determined by said invoice price established in the contracts, but is determined by other provisions of said contracts, by which each railroad company is guaranteed a certain cost for lubrication per thousand miles run by its locomotives and cars using lubricating oil; that thereby wide differences are brought about in the actual prices charged to the several railroads; that the prices paid by most of the railroads to the said companies under said contracts have been and are excessive and unreasonable prices, by reason of the monopoly of the said Galena Signal Oil Company and Waters-Pierce Oil Company in the said business, being from 50 per cent to 100 per cent more than the actual value and reasonable price of such oils.

That the Pennsylvania Railroad system, which is one of the leading systems in the United States, in or about the year 1904 paid the following prices for lubricating oils to the Galena Signal Oil Company under the terms of the guaranty in its contract, the total cost thereof for a period of twelve months being \$385,933.88:

Valve oil .....	23.5 cents per gallon.
Engine oil .....	13.7 cents per gallon.
Coach oil .....	16.2 cents per gallon.
Car oil .....	8.8 cents per gallon.

That in or about the year 1904, eight other railroads of the United States paid to the same company or to the Waters-Pierce Oil Company, for the same kind of oils, approximately similar low prices, in no case exceeding 62½ per cent of the invoice prices; that their aggregate payments therefor during a period of twelve months were \$113,346.32, and the average prices as follows:

Valve oil .....	27.7 cents per gallon.
Engine oil .....	16.2 cents per gallon.
Coach oil .....	19.1 cents per gallon.
Car oil .....	10.4 cents per gallon.

170 That nine other railroads of the United States, in or about the year 1904, paid to the same companies, for the same kinds of oil, prices between 70 per cent and 80 per cent of the aforesaid invoice prices; that their aggregate payments therefor for a period of twelve months were \$461,514.32, and their average prices as follows:

Valve oil .....	35.9 cents per gallon.
Engine oil .....	20.9 cents per gallon.
Car oil .....	13.4 cents per gallon.

That in or about the year 1904, thirteen other railroads of the United States paid to the same companies, for the same kind of oils, prices between 80 per cent and 90 per cent of said invoice prices; that their aggregate payments therefor during twelve months were \$348,113.03, and the average prices as follows:

Valve oil .....	39.8 cents per gallon.
Engine oil .....	23.2 cents per gallon.
Coach oil .....	27.4 cents per gallon.
Car oil .....	14.9 cents per gallon.

That in or about the year 1904, twenty-two other railroads of the United States paid to the same companies, for the same kind of oils, prices between 90 per cent and 100 per cent of said invoice prices; that their aggregate payments therefor during twelve months were \$1,479,775.02, and the average prices as follows:

Valve oil .....	46 cents per gallon.
Engine oil .....	26.9 cents per gallon.
Coach oil .....	31.6 cents per gallon.
Car oil .....	17.3 cents per gallon.

That in or about the year 1904, thirty-one other railroads of the United States paid to the same companies, for the same kind  
171 of oils, the full invoice prices aforesaid, their payments therefor amounting to \$842,910.12 during a period of twelve months.

That the said prices are the prices that were being paid by the said railroads during or about the year 1904, but your petitioner alleges that most of the railroads of the United States have paid since said time down to the present time, and did for many years prior to the year 1904, to wit, for about ten years, pay to the Galena Signal Oil Company and the Waters-Pierce Oil Company equally, if not more, excessive prices for such lubricating oils.

That the eighty-four railroads hereinbefore mentioned operate about 84 per cent of the locomotive and car mileage operated by all the railroads of the United States, and your petitioner alleges on information and belief that the other railroads of the United States purchasing their supplies of lubricating oil from the said companies likewise paid during the same period of time similarly excessive and unreasonable prices.

That the said Standard Oil Company, thru its subsidiary companies, the Galena Signal Oil Company and the Waters-Pierce Oil Company, has shipped thruout said period the aforesaid lubricating oils for the use of the various railroads from its various works into all the States and Territories of the United States and has therein  
172 been engaged in interstate commerce, and that the Standard Oil Company has thus eliminated competition in and restrained the trade and commerce of said lubricating oils in and among the various States and Territories of the United States and has monopolized the said trade and commerce.

That the said Standard Oil Company and its various constituent companies have influenced and compelled the various railroads to purchase their said lubricating oils exclusively from the Standard Oil Company and its subsidiary companies and to pay excessive prices therefor, as aforesaid, by threatening to withdraw and divert from various of said railroads the large traffic in petroleum and its products which they controlled and could ship, and also by acquiring interests in the stocks and representation upon the boards of directors of the various railroads, as hereinbefore more particularly alleged.

That the refiners of petroleum competing with the Standard Oil Company are and for many years have been able to manufacture and have attempted to furnish to said railroad companies lubricating oils, the same as and of the same quality as the lubricating oils furnished by the said Galena Signal Oil Company and Waters-Pierce Oil Company, and at prices not to exceed 50 per cent of the aforesaid invoice prices charged by said companies; but that they have been unable to sell such oils to said railroad companies solely because of the influence of the said Standard Oil Company upon said railroad companies as aforesaid.

173 And your petitioner further alleges that the various railroad companies have paid such excessive and unreasonable prices for lubricating oils to the Standard Oil Company as

a condition of securing shipments and traffic in petroleum and its products from the said Standard Oil Company and its subsidiary companies, so that the aforesaid payment of such excessive prices has been substantially the payment of a rebate to the Standard Oil Company upon its shipments of such products.

## XXIII.

*Unfair Methods of Competition; Local Price Cutting.*

Your petitioner further alleges that, as another means in furtherance of said conspiracy to control, restrain, and monopolize the commerce in petroleum and its products among the several States and Territories of the United States, the defendants have, from time to time during the entire period since the formation of said trust in 1882, pursued unfair methods of competition against their competitors in various places thruout the several States and Territories of the United States where independent shippers, refiners, and sellers of petroleum and its products were or had been competing with the defendants; and that by such unfair methods of competition they have injured and destroyed the business of said independent shippers, refiners, and sellers of petroleum and its products and have restrained and monopolized the commerce therein. Among

174 such unfair methods are the following:

That thruout said period in many cases where an independent refiner, dealer, or jobber of petroleum products has sold or attempted to sell the same in a community in competition with any of the defendant companies, the defendants have, thru some of their said companies or thru some "bogus" company, as hereinafter alleged, cut the price of such products below the cost to such independent at such point, and in many cases below the cost to the defendants.

That by said means they have in many cases thruout the United States either limited the business of said independents to a small territory and comparatively small amount or entirely driven them out and destroyed their business, and as soon as the competition was removed immediately raised the prices in said community.

That this system of unfair competition has been practised all over the United States in substantially every State and Territory where independent refiners and dealers have operated and undertaken to do business in competition with the defendants; and that by these means the competition of such independent refiners and sellers of petroleum and its products has been substantially destroyed and limited to a small percentage of the refining and sale thereof in the United States, to wit, less than 10 per cent.

175 That generally thruout the United States the prices of the products of petroleum charged by the defendant companies in the various places where there has been effective and active competition have been very much lower than in places where there was no competition and where the competition was inactive and ineffective; and that in such places where there was no competition the prices have been exorbitant and unreasonably high.

Your petitioner alleges that it would unreasonably extend the allegations of this bill to set forth all the details and places thruout the United States where such unfair methods of competition have been pursued, and the prices of petroleum products at different times respectively therein; but your petitioner alleges that, by reason of the differences among the several States with respect to the proportion of the number of towns in each State in which competition has existed, and in respect to the degree of activity of such competition, there have been and are wide differences as among such States in the prices charged by the Standard Oil Company and its affiliated companies for petroleum products.

That attached hereto and numbered Exhibit 18 is a map showing the average price charged by the said companies for illuminating oil of medium grade in bulk to retail dealers in a number of towns in each State and Territory of the United States during 1904. That the prices shown on said map are the prices paid by such retail dealers at their places of business, with the deduction there-  
 176 from of the freight charges on such products from the refinery from which the several towns, respectively, were supplied; and that generally the prices were at that time higher in those States and Territories where competition was absent or was less active than in those States and Territories where it was present and more active.

#### XXIV.

##### *Reports of Competitors' Shipments.*

Your petitioner further alleges that as another of said unfair methods of competition the defendants have, from time to time, during the entire period from 1882 to the present time, confederated, conspired, and agreed among themselves and with various railroads, railroad employees, and others to your petitioner unknown, to secure from said railroads, railroad employees, and others, and in pursuance thereof have secured from them, full reports of shipments over the various transportation lines of the United States of petroleum and its products made or received by independent producers, refiners, and dealers therein, showing the amount of each shipment, the route, the names of the consignors and consignees, the destinations, and such further information as has enabled the said defendants, thru the various corporations and concerns controlled by them, to  
 177 keep a correct and accurate account of all receipts and shipments of petroleum and its products made by their competitors.

That said reports of shipments were made to and received by said defendants or some of the corporations, firms, or individuals operating in their behalf; that said reports were made use of by said defendants to prosecute and carry on an unjust and unlawful competition against said independent producers, refiners, and dealers in petroleum and its products, the object and effect of which competition was to drive out and destroy their business, and thus to create and secure to the said defendants a monopoly of the trade and com-



merce in petroleum and its products among the several States and Territories of the United States and the District of Columbia.

That by means of such reports, before shipments of petroleum products made by independent concerns arrive at their destination, and in many cases even before they left the point of shipment, the shipments were made known to the representative of the defendants at the point of destination, and such information was frequently communicated by such representative to the consignee of such intended shipment in advance of its arrival and an effort made to secure a countermand of the order, and in case of failure to secure such countermand or to induce said consignee to become thereafter exclusively a patron of the defendants, the price of said product at such point was in many cases reduced to a ruinous figure, and  
 178 that as soon as such competition was by these means destroyed or driven out the prices at such point were advanced.

## XXV.

*Operation of Bogus Independent Companies.*

That, as another of said unfair methods of competition, the said defendants, thruout the period from 1882 to the present time, at various times and at various points thruout the States and Territories of the United States and the District of Columbia, have established, maintained, and operated "bogus" independent concerns engaged in the manufacture and sale of petroleum and its products, which bogus concerns have operated and done business under individual, firm, or corporate names and have held themselves out as entirely independent of the said defendants, but were in truth and in fact operated in their interest and used to secure from the independent refiners and dealers their custom; that said bogus concerns have been used to cut prices of petroleum products to the customers of the independent refiners and dealers, thus enabling the Standard Oil Company, the Standard Oil trust, and the corporations and interests openly controlled by them to carry on a competitive warfare against said independent dealers and cut prices without involving said trust and said corporations directly, and without reducing prices on the larger part of their product sold in the same localities; and that  
 179 whenever, as the result of the use of such bogus independent companies, such competition has been destroyed in any place or locality, the prices of petroleum products have thereupon been advanced by the said defendants.

That the various "bogus" companies that have been or are now operated in the interests of the said defendants, for the purposes heretofore stated, and known to your petitioner, are the following:

- Alabama Oil Company, Birmingham, Alabama.
- Argand Refining Company, Marietta, Ohio.
- Banner Oil Company, Springfield, Illinois.
- Borne Scrymser Company, New York City.
- Capital City Oil Company, Indianapolis, Indiana.
- Citizens Oil Company, Elmira, New York.

- Cleveland Oil and Gasoline Delivery Company, Cleveland, Ohio.  
 Commercial Oil Company, Atlanta, Georgia.  
 Consumers' Oil Company, Macon, Georgia.  
 Consumers' Oil Company, Muskegon, Mississippi.  
 Crystal Oil Company, Pelham, New Hampshire.  
 Crystal Oil & Gasoline Company, Augusta, Georgia.  
 Dixie Oil Works, Baltimore, Maryland.  
 Eagle Oil Company, Baltimore, Maryland.  
 Eagle Oil Company, Dallas, Texas.  
 Eastern Oil and Gasoline Supply, Boston, Massachusetts.  
 Electric Light Company, Philadelphia, Pennsylvania.  
 Eureka Oil Company, Norfolk, Virginia.  
 Hamilton Oil Company, Terre Haute, Indiana.  
 Home Oil Company, Terre Haute, Indiana, Youngstown, Ohio,  
 and numerous other points.  
 Home Safety Oil Company, Washington, District of Columbia,  
 and numerous other points.  
 Illinois Oil Company, Joliet, Illinois.  
 International Oil Works, St. Louis, Missouri.  
 Manhattan Oil Company, Lima, Ohio.  
 Maverick Oil Company, Boston, Massachusetts.  
 180 Memphis Oil Company, Memphis, Tennessee.  
 Merchants' Refining Company, Buffalo, New York.  
 National Oil Company, Ponca, Oklahoma.  
 New England Oil Company, Reading, Massachusetts.  
 Paragon Oil Company, Baltimore, Maryland.  
 People's Oil Company, Atlanta, Georgia.  
 Protection Oil Company, Cincinnati, Ohio.  
 Protection Oil Company, New Orleans, Louisiana.  
 Republic Oil Company, Cleveland, Ohio.  
 Southern Oil Company, Richmond, Virginia.  
 Star Oil Company, Cincinnati, Ohio.  
 Sunlight Oil and Gasoline Delivery, Cincinnati, Ohio.  
 Swan and Finch Company, New York City.  
 Toledo Oil Works, Toledo, Ohio.  
 Vacuum Oil Company, Rochester, New York.  
 Vincennes Oil Company, Vincennes, Indiana.  
 Waters Pierce Oil Company, St. Louis, Missouri.  
 Weinfeld, L., Norfolk, Virginia.  
 West End Oil Company, Cincinnati, Ohio.  
 White's Golden Lubricator Company, Cincinnati, Ohio.

That various of said corporations which are parties defendant herein were from time to time during said period held out to the public as independent concerns and as competing with the Standard Oil Company and its subsidiary corporations, when in truth and in fact they were controlled thereby.

That some of said "bogus" companies are not corporations at all, but are mere names assumed for the purpose of such unfair competition.

That the individual defendants herein, during all of the period of said conspiracy, have, in their names or in the name of the Trust,

or in the name of the Standard Oil Company of New Jersey, or some corporation controlled by them, purchased, owned, and controlled the stocks and business of various firms, limited partnerships, and corporations previously engaged in competition with the said defendants in such business in the various States; and thereafter operated the same, and held them out from time to time as being independent, keeping the said purchase secret; all of which was done for the purpose and with the effect of eliminating competition and monopolizing the said commerce, as herein alleged.

## XXVI.

*Payment of Rebates on Oil Prices.*

That another of the unfair methods of competition aforesaid, which has been pursued by the defendants and the corporations controlled by them, is to offer and pay to retail dealers in petroleum products, in those places where competitors attempted to sell such products, secret rebates and deductions from the price paid for such products on purchases made during a given period of time past, which rebates and deductions have been made on the condition that during the period of such sales the dealer should purchase his supply of petroleum products exclusively from the said defendants and their subsidiary corporations; that the purpose and effect of this practise is to take away from such competitors their customers and prevent them from securing customers, and to destroy and eliminate their competition; that to set forth in this bill all of the places and instances in which this method of unfair competition has been carried on by the defendants would render this bill unduly voluminous and extend its allegations beyond reasonable limits, but your petitioner alleges that this practise has been employed generally thruout all of the States and Territories of the United States wherever occasion arose thruout the entire period of said company.

## XXVII.

*Profits of Standard Oil Trust and Company.*

Your petitioner alleges that by reason of the various means herein set forth in detail, among others, the said individual defendants, by and thru the said unlawful Standard Oil Trust, and the Standard Oil Company after 1899, have monopolized the business of purchasing, transporting, refining, shipping, and selling petroleum and the products thereof in and among the various States and Territories of the United States, the District of Columbia, and with foreign nations, and that by reason of such monopoly the said Standard Oil Trust and the Standard Oil Company have made enormous and unreasonable profits in said business, to wit, more than \$700,000,000 during the period from January 1, 1882, to December 31, 1905, inclusive.

That the actual value of the property and stocks acquired and controlled by the said trustees at the time of the organization of the said Standard Oil Trust on January 2, 1882, was only \$55,-  
 183 710,698.24, altho the amount of trust certificates issued at that time was \$70,000,000; that between said time and the present time the said Standard Oil Trust and the said Standard Oil Company of New Jersey, as its successor, have acquired additional property by the issue of trust certificates and of shares of stock of the said Standard Oil Company to the value only of \$13,310,100, the same being the total amount of trust certificates and of shares of stock issued during said time in exchange for property or cash; so that the total value of the property of the said Standard Oil Trust and Standard Oil Company, for which trust certificates and shares of the stock of said company were issued, was, at the time of acquisition, only \$69,020,798.24; that during the said period from January 1, 1882, to December 31, 1905, inclusive, the said Standard Oil Trust and the Standard Oil Company have declared and paid to the trust-certificate holders and shareholders cash dividends to the aggregate amount of \$512,940,084.50, besides another dividend in trust certificates issued to the trust-certificate holders in 1887 and amounting to \$15,028,200; that the profits of the said Standard Oil Trust and Standard Oil Company have, in each and every year and in the aggregate, greatly exceeded in amount the said dividends; that your petitioner is unable to state the exact amount of the profits of the said Standard Oil Trust and Standard Oil Com-  
 184 pany, but alleges that during the period from January 1, 1882, to December 31, 1896, inclusive, the total profits or net earnings of the said Standard Oil Trust were \$244,-026,485.64, while the dividends during the said period were \$164,-490,460.50, so that the profits during said period exceeded the dividends by \$79,536,025.14; and your petitioner alleges, on information and belief, that since the year 1896 and up to the present time the profits of the said Standard Oil Trust and Standard Oil Company in excess of the dividends paid have been enormous, but the precise amount your petitioner is unable to state; that out of the additional profits, over and above the dividends, obtained by the said Standard Oil Trust and Standard Oil Company the said trust and company have constructed and acquired properties and interests in properties of enormous aggregate value, so that at present the properties owned and controlled by the said Standard Oil Company exceed in value \$200,000,000.

That the following table shows the amount of the trust certificates and the amount of the stock of the Standard Oil Company outstanding at the close of each year from 1882 to 1905, inclusive, and the amount of dividends declared and paid thereon, with the rate per cent of such dividends, and also, during each year from 1882 to 1896, inclusive, the net earnings of said Standard Oil Trust, and the surplus of net earnings over and above the dividends paid:

185 *Dividends and Profits of Standard Oil Trust and Standard Oil Company, 1882 to 1905.*

Year.	Trust certificates or capital stock at end of year.	Amount of dividends.	Rate of dividend.	Net earnings or profits.	Surplus for year in excess of dividends.
			<i>Per cent.</i>		
1882 .....	\$71,116,100	\$3,695,253.00	5½	\$12,388,507.16	\$8,693,254.16
1883 .....	71,730,700	4,268,086.50	6	11,231,790.56	6,963,704.06
1884 .....	71,230,700	4,288,842.00	6	7,778,205.73	3,489,363.73
1885 .....	71,230,700	7,479,223.50	10½	8,382,935.50	903,712.00
1886 .....	73,355,800	7,226,452.50	10	15,350,787.68	8,124,335.18
1887 .....	90,167,160	8,463,327.50	10	14,026,590.96	5,563,263.46
1888 .....	90,293,360	11,705,505.50	11½	16,226,955.94	2,521,450.44
1889 .....	90,344,360	10,620,630.00	12	14,845,201.39	4,224,571.39
1890 .....	96,941,860	11,200,089.00	12	19,131,470.84	7,931,381.84
1891 .....	97,219,800	11,648,826.00	12	16,331,886.29	4,683,060.29
1892 .....	97,250,000	11,874,225.00	12.21	19,174,878.30	7,300,653.30
1893 .....	97,250,000	11,670,000.00	12	15,457,354.05	3,787,354.05
1894 .....	97,250,000	11,670,000.00	12	15,544,325.54	3,874,325.54
1895 .....	97,250,000	16,532,500.00	17	24,078,076.60	7,545,576.60
1896 .....	97,250,000	30,147,500.00	31	34,077,519.10	3,930,019.10
Total to 1896 .....		164,490,460.50		244,026,485.64	79,536,025.14
1897 .....	97,250,000	32,092,500.00	33		
1898 .....	97,250,000	29,175,000.00	30		
1899 .....	97,250,000	32,092,500.00	33		
1900 .....	97,500,000	46,800,000.00	48		
1901 .....	97,500,000	46,800,000.00	48		
1902 .....	97,500,000	43,875,000.00	45		
1903 .....	97,448,900	42,877,516.00	44		
1904 .....	98,338,300	35,401,788.00	36		
1905 .....	98,338,300	39,335,320.00	40		
Grand total since 1882 .....		512,940,084.50			

<sup>a</sup>Also stock dividend of 20 per cent, amounting to \$15,023,200.  
<sup>b</sup>Including \$3,497,600 in shares of Natural Gas Trust.

## XXVIII.

*Division of Territory.*

Your petitioner alleges that during all the period of the said Standard Oil Trust and Standard Oil Company, from 1882 to the present time, the said defendants have divided up the entire territory of the United States into various districts, in which they have marketed petroleum products thru various of their corporations, in such a manner that certain of said corporations have marketed the same in certain of said districts to the exclusion of all the other of said corporations; that the defendants have from time to time caused various agreements to be made between corporations in which they owned or controlled all of the stock, and between such corporations and other corporations in which they owned less than

the whole of the capital stock thereof, by which agreements said corporations have agreed that each should be confined to a limited territory in the marketing of petroleum products, and that in pursuance of such agreements each of such corporations has refrained from selling petroleum products within the territory of such other corporation, so that all competition in the sale of such products between such various corporations has been entirely eliminated and destroyed; your petitioner is unable to state all the cases in which such division of territory has been made and such agreements entered into, but alleges as an instance thereof the following:

That for many years last past the Standard Oil Company has owned 2,748 shares out of the 4,000 shares of the capital stock of the Waters-Pierce Oil Company, which shares have been held in trust for it either by H. Clay Pierce or one M. M. Van Buren, a son-in-law of John D. Archbold, one of the defendants in this cause; that the Waters-Pierce Oil Company has been a very important marketing company in the products of petroleum in and thru the State of Missouri and the territory south, southwest, and west thereof; that during said time there has been and now is an understanding and agreement between the Waters-Pierce Oil Company and the Standard Oil Company of Indiana, by which the territory of Missouri and other southwestern territory has been divided up and by which neither corporation is permitted to market petroleum products in the territory of the other.

## XXIX.

### *Jurisdiction.*

Your petitioner further alleges that said individual defendants, thru and by means of the said various corporations defendant, are carrying on the business of shipping petroleum and the products thereof into and thru the State of Missouri and into and thru the Eastern Division of the Eastern District of said State, and selling the same in said various places in said State and in the eastern division of said district, and have been carrying on said combination in restraint of trade in said district, and in the eastern division thereof and monopolizing the said commerce therein, in the manner and by the devices hereinbefore alleged.

That the said defendants Standard Oil Company, of Indiana, Republic Oil Company, and Prairie Oil and Gas Company have each heretofore respectively filed certified copies of their articles of incorporation in the office of the Secretary of State of the State of Missouri, and have been duly admitted to do business in said State pursuant to the laws thereof; and that said defendant Waters-Pierce Oil Company has its general office in the city of St. Louis in the Eastern Division of the Eastern District of Missouri.

*Prayer.*

In consideration whereof and inasmuch as adequate remedy in the premises can only be obtained in this court, the United States of America prays your honors to order, adjudge, and decree that the combination and conspiracy hereinbefore described is unlawful and that all acts done or to be done to carry it out are in derogation of the common rights of all of the people of the United States and in violation of the act of Congress of July second, 1890, entitled "An act to protect trade and commerce against unlawful restraint and monopolies," and that the defendants, and each and every one of them and their officers, directors, stockholders, agents, and servants, and each and every one of them, be perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the same.

That this honorable court decree that the said individual defendants, and each of them, in violation of the provisions of sections 1 and 2, respectively, of the said act of Congress approved July second, 1890, entered into an agreement, combination, and conspiracy with one another to restrain trade and commerce among the several States and to control, regulate, and monopolize said trade and commerce in the purchase of petroleum, in the shipment and transportation of the same by pipe line, by steamship, and by rail, in the manufacture and refining of the same, and in the distribution and sale and

189 shipment of the products thereof among the several States and Territories of the United States, the District of Columbia, and with foreign nations, as more particularly alleged in the bill of complaint; and that in pursuance of said combination and conspiracy in restraint of trade and to monopolize said trade and commerce as aforesaid, the said defendants did cause the Standard Oil Company of New Jersey to be organized, as alleged in the bill, with a capital of \$110,000,000, divided into 1,100,000 shares of \$100 each, and did cause the stocks of all of the said defendant corporations to be transferred to said Standard Oil Company or to be held by persons and corporations in trust for said Standard Oil Company, or to be held by some subsidiary corporation of said Standard Oil Company, as alleged in the bill of complaint.

And your petitioners pray that such holding ownership and control over said various defendant corporations by the said individual defendants in said conspiracy, and by the Standard Oil Company of New Jersey, be decreed to be in violation of said act of Congress, unlawful and void, as in restraint of trade and commerce among the various States and Territories of the United States, the District of Columbia, and with foreign nations, and as a monopolization of said commerce, and that the said defendants and the Standard Oil Company of New Jersey be enjoined, restrained and prohibited from exercising any control over said corporations, or any of them, by the election or appointment of directors, officers, agents, or servants, or in any other manner, and that said defendant corporations

190 be enjoined and prohibited from declaring or paying any dividends to the said Standard Oil Company of New Jersey or to any person or corporation for the said Standard Oil Company.

That each and all of the acts and doings of said defendants in pursuance of said conspiracy be decreed to be in violation of said act of Congress and that a writ of injunction issue out of this court enjoining the said defendants and each and every one of them, mandatory or otherwise as may be necessary, commanding the said defendants and each and every one of them, their officers, directors, servants, and agents to desist from the said unlawful acts.

And that they and each of them, and all and each of their respective directors, officers, agents, servants, employees, and all persons acting under or thru them or either of them, or in their behalf, or claiming so to act, be enjoined, restrained, and prohibited from entering into, taking part in, or performing any contract, combination, or conspiracy the purpose or effect of which will be, as to said trade and commerce in petroleum and the products thereof between and among the several States and Territories and the District of Columbia and with foreign nations, to restrain trade or to monopolize or attempt to monopolize said trade in violation of the provisions of the act of Congress approved July second, 1890, entitled "An act to protect trade and commerce against unlawful restraint and monopolies,"

and the acts amendatory thereof, either by placing the control  
191 of said corporations in the hands of any other corporation or person, or agreeing or contracting together or with one another, expressly or impliedly, directly or indirectly, with respect to the control of said corporations or in respect to the purchase, shipment, transportation, manufacture, sale, and distribution of petroleum and the products thereof, or by contracting and agreeing together or with one another, expressly or impliedly, directly or indirectly, as to the price at which said products shall be purchased or sold, as to the persons or corporations to whom it shall be sold, or as to the territory in which any of such product shall be sold or otherwise disposed of, or as to the amount or quantity which shall be sold, purchased, shipped, manufactured, or disposed of, or by agreeing or contracting together with one another, with a view to the imposition of any burden or condition upon the production, transportation, manufacture, sale, or disposition of such product.

That the United States also prays for such other and further relief as the nature of the case may require and the court may deem proper in the premises.

To the end therefore that the United States of America may obtain the relief to which it is justly entitled in the premises, may it please your honors to grant to it writs of subpoena directed to the said defendants Standard Oil Company of New Jersey, John D. Rockefeller, William Rockefeller, Henry H. Rogers, Henry M. Flagler, John D. Archbold, Oliver H. Payne, Charles M.  
192 Pratt, Acme Oil Company, American Lubricating Oil Company, Anglo-American Oil Company (Limited), Argand Refining Company, Atlantic Refining Company, Baltimore United Oil Company, Borne, Scrymser Company, Buckeye Pipe Line Company, Buffalo Natural Gas Fuel Company, Bush and Denslow Manufacturing Company, Camden Consolidated Oil Company, Chesebrough Manufacturing Company, Consolidated, Colonial Oil Com-



pany, Commercial Natural Gas Company, Connecting Gas Company, Continental Oil Company, Henry C. Folger, jr., and Calvin N. Payne, a copartnership doing business under the firm name and style of the Corsicana Refining Company, Cumberland Pipe Line Company, Crescent Pipe Line Company, Eastern Ohio Oil and Gas Company, Eclipse Lubricating Oil Company, Eureka Pipe Line Company, Florence Oil and Refining Company, Franklin Pipe Company (Limited), Galena Signal Oil Company, Indiana Pipe Line Company, Lawrence Natural Gas Company, Mahoning Gas Fuel Company, Manhattan Oil Company, Mountain State Gas Company, National Fuel Gas Company, National Transit Company, New York Transit Company, Northern Pipe Line Company, Northwestern Ohio Natural Gas Company, Ohio Oil Company, Oil City Fuel Supply Company, Oswego Manufacturing Company, Pennsylvania Gas Company, Pennsylvania Oil Company, People's Natural Gas Company, Pittsburgh Natural Gas Company, Platt and Washburn Refining Company, Prairie Oil and Gas Company, Republic Oil Company, Salamanca Gas Company, Security Oil Company, Solar Refining Company, Southern Pipe Line Company, South Penn Oil Company, Southwest Pennsylvania Pipe Lines Company, Standard Oil Company of California, Standard Oil Company of Indiana, Standard Oil Company of Iowa, Standard Oil Company of Kansas, Standard Oil Company of Kentucky, Standard Oil Company of Nebraska, Standard Oil Company of New York, Standard Oil Company of Ohio, Standard Oil Company of Minnesota, Swan and Finch Company, Taylorstown Natural Gas Company, Tide Water Oil Company, Tidewater Pipe Company (Limited), Union Tank Line Company, United Natural Gas Company, United Oil Company, Vacuum Oil Company, Washington Oil Company, Waters-Pierce Oil Company, and each and every one of them, commanding them and each of them to appear herein and answer, but not under oath (answer under oath being hereby expressly waived), the allegations contained in the foregoing petition, and abide by and perform such order and decree as the court may make in the premises, and upon hearing hereof to permanently enjoin the defendants as hereinbefore prayed, and pending a final hearing of this case cause a temporary restraining order to issue enjoining the defendants and each of them, and each of their officers, agents, and servants, as hereinbefore prayed.

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DAVID P. DYER,  
*District Attorney of the United States*  
*for the Eastern District of Missouri.*  
 WILLIAM H. MOODY,  
*Attorney-General of the United States.*  
 FRANK B. KELLOGG,  
 CHARLES B. MORRISON,  
 C. A. SEVERANCE,  
*Special Assistants to the Attorney-*  
*General of the United States.*  
 MILTON D. PURDY,  
*Assistant to the Attorney-General.*

UNITED STATES OF AMERICA,  
*Eastern Division of the Eastern  
 Judicial District of Missouri, ss:*

David P. Dyer, being duly sworn, says that he is United States attorney for the Eastern district of Missouri, and that he has read the foregoing bill of complaint and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated on his information and belief, and as to those matters he believes them to be true. He further states that he is authorized to sign the said bill of complaint for the United States of America, the complainant therein, by the Attorney-General of the United States.

DAVID P. DYER,  
*United States Attorney for the Eastern District of Missouri.*

Subscribed in my presence and sworn to before me this 15th day of November, A. D. 1906.

[SEAL.]

JAMES R. GRAY,  
*Clerk of the United States Circuit Court  
 for the Eastern District of Missouri.*

195 Attached to said bill of complaint and filed therewith were certain exhibits, which are respectively in words and figures as follows, to-wit: .

#### EXHIBIT 1.

Whereas the necessities of trade call for cooperation between the producers and refiners of oil for purposes of mutual protection, therefore, we, the undersigned, representing the Petroleum Producers' Association and Petroleum Refiners' Association, hereby enter into the following articles of agreement, which stipulate as follows:

First. Each of the two associations hereby agree to appoint a representative committee, which committee shall meet together weekly, or as often as may be necessary, and at such places as they may determine. It shall be the duty of these committees (so far as in their power lies) to see that the provisions of this agreement are executed in good faith, and to discharge such duties as are devolved upon them by this agreement, and in general (within the limitation of their authority) to act for the mutual advantage of the trade, whose interests it is the purpose of this agreement to secure.

Second. The Producers' Association shall appoint a controller, who shall have the right to examine the books of the Refiners' Association and its daily reports, so far as they relate to the purchase, sale, and shipments of crude and refined oil, and who, together with the auditor of the Refiners' Association, shall make joint reports daily to both associations.

The Refiners' Association shall appoint a comptroller, who shall have the right to examine the books of the Producers' Association and its agencies, and their daily reports so far as they relate to the

purchase, sale, and shipments of crude and refined oil, and who, together with the secretary of the Producers' Association, shall make joint reports daily to both associations of all sales and shipments.

Third. Each association agrees that it will keep accurate books of account, which shall show all purchases, sales, and shipments of crude and refined oil, which shall also be open at all reasonable hours to the inspection and examination of the authorized agents of each association, as hereinbefore provided.

196 Fourth. The Refiners' Association agrees to admit all existing refiners to membership, and to a participation in the future benefits of the association on equal terms with present members, and the Producers' Association agrees to allow all producers to join its association on the same terms with the present members.

Fifth. The Producers' Association agrees to sell (through its regular appointed agency) crude oil exclusively to the Refiners' Association and its members, and the Refiners' Association and its members agree to purchase crude oil exclusively of the Producers' Association or its appointed agents.

Sixth. The Producers' Association agrees that all producers enjoying the benefits of this contract shall be required to bind themselves to sell their oil exclusively through the Producers' Association.

Seventh. The Refiners' Association and its members agree that they will not until sixty (60) days from the date of this contract sell any portion of the crude or refined oil now held by them, except so far as they shall have previously purchased the equivalent of crude oil to take the place of the oil so sold.

They further agree to buy from the Producers' Association daily such quantities of crude oil as the markets of the world may take of them, the same to be determined from time to time by the representative committees herein provided for.

Eighth. The price of crude oil so purchased and sold to be conditionally five dollars per barrel of forty-two gallons each, at "common points," payment to be made as follows:

When refined oil is sold in New York at twenty six cents per gallon, no additional amount is to be paid; but for every one cent per gallon of advance in the average price of sales of refined oil in New York, twenty-five cents per barrel shall be added to the price of so much crude oil as shall be the equivalent of refined oil sold at such advance until the price reaches five dollars per barrel. A proportionate addition to the average price of crude oil shall be paid for each fraction of one cent per gallon increase in the average price of sales of refined oil at New York by members of the Refiners' Association.

The price of refined oil in New York and of crude oil at common points to be adjusted by the representative committee herein provided to be appointed.

197 Ninth. The representative committees may at any time, when it may be necessary to do so, reduce the prices of crude and refined oils below the minimum or advance them above the maximum prices above named, the increase and reduction in price

and the cash payments on crude oil to be determined by said committees.

Tenth. Settlements to be made to the end of each calendar month and balances to be paid not later than the fifth of the succeeding month.

Eleventh. The profits on all crude oil sold for export by members of the Refiners' Association shall be credited to the Producers' Association in the next succeeding regular monthly settlement after delivery of said oil.

Twelfth. Either association may discontinue this agreement at any time by giving to the president of the other association ten (10) days' notice in writing of its purpose to do so.

Thirteenth. This agreement to remain in full force and effect for and during the term of five years from this date, unless sooner terminated in the manner provided in section twelve (12) of this agreement.

Fourteenth. Amendments and alterations may be made at any time by the representative committees, subject to the approval of the respective associations.

In testimony whereof, the Petroleum Producers' Association, by its executive committee, and the Petroleum Refiners' Association, by its president and secretary, have hereunto set their hands this nineteenth day of December, A. D. 1872, in the city of New York.

PETROLEUM PRODUCERS' ASSOCIATION,

By C. V. CULVER,  
A. H. BRONSON,  
SAMUEL Q. BROWN,  
WILLIAM PARKER,

B. B. CAMPBELL, *Executive Committee.*

PETROLEUM REFINERS' ASSOCIATION,

By JOHN D. ROCKEFELLER, *President.*

*Contract Between the South Improvement Company and the Pennsylvania Railroad Company, Dated January 18, 1872.*

Agreement made and entered into this eighteenth day of January, in the year eighteen hundred and seventy-two, by and between the South Improvement Company, a corporation organized and existing under the laws of the State of Pennsylvania, party hereto of the first part, and the Pennsylvania Railroad Company, on its own behalf and on behalf of all other railroad companies whose roads are controlled, owned, or leased by it, or with which it has sufficient running arrangements, which other roads are herein described as the connections of the said Pennsylvania Railroad Company, party hereto of the second part, witnesseth:

Whereas the party hereto of the first part has been organized for the purpose, among other things, of increasing, facilitating, and developing the trade in and the conveyance and transportation of petroleum and its products, and for that purpose proposes, among

other things, to expend large sums of money in the purchase, erection, and construction of, and maintaining and conducting works for storage, distillation, and refining, warehousing and transportation, and in various other ways, upon the inducement, among other things, of this contract;

And whereas the magnitude and extent of the business and operations proposed to be carried on by the party hereto of the first part will greatly promote the interest of the party hereto of the second part, and make it desirable for it, by fixing certain rates of freight, drawbacks, and rebates, and by the other provisions of this agreement, to encourage the outlay proposed by the party hereto of the first part, and to facilitate and increase the transportation to be received from it;

And whereas it has been agreed by and between the party hereto of the second part, for itself and its connections, the Erie Railroad Company, for itself and its connections, and the New York Central

199 Railroad Company, for itself and connections, that the business of transporting by railroad crude petroleum and its products toward the Atlantic coast, from the points of production and refining, on their lines of road, shall be allotted by the party hereto of the first part to the said three companies, in the proportion of 45 per cent of the whole to the Pennsylvania Railroad Company, for itself and its connections, including the Philadelphia and Erie Railway, the Northern Central Railway, the Allegheny Valley Railroad, Camden and Amboy Railway, the Pennsylvania Company, and all other railroads which are or may be controlled, owned, and leased by it, or with which it has or may have sufficient running arrangements; 27½ per cent of the whole to the Erie Railway Company, for itself and its connections; and 27½ per cent of the whole to the New York Central Railroad Company, for itself and its connections, and that the transportation beyond Cleveland and Pittsburgh over the railroads of the said companies and their connections, in other directions than toward the Atlantic coast, west from said points of production and refining, shall be allotted by the party hereto of the first part, in the proportion of one-third thereof to the party hereto of the second part, for itself and its western connections, and the remainder to other railroads:

Now, therefore, this agreement witnesses, that the parties hereto, for themselves and their successors, in consideration of the premises, of the mutual execution hereof, and of the mutual advantages hereby conferred, have covenanted and agreed, and hereby do covenant and agree each with the other as follows:

#### Article First.

The party hereto of the first part covenants and agrees:

1. To furnish to the party hereto of the second part, for transportation, such a proportion of the crude petroleum and its products, owned or controlled by the party hereto of the first part, as shall give to the party hereto of the second part 45 per cent of all the crude petroleum and its products sent from the points of production and refining toward the Atlantic coast by the said Pennsylvania, the Erie, and the New York Central railroads and their connections, and

33½ per cent of that which is sent west of Pittsburgh and Cleveland by those railroads and their connections.

200 2. To provide suitable tankage at the points where petroleum is produced, on the railroads of the party hereto of the second part and its connections, in which to receive crude petroleum preparatory to shipment, with the necessary pipes, pumps, racks, and other appliances for its convenient transfer in bulk into railroad cars.

3. To deliver to the railroads of the party hereto of the second part and its connections, at the places of shipment, and to receive from them, at the places of destination, all crude petroleum and its products transported over their roads for the party of the first part.

4. To provide at the places of destination on the seaboard necessary and suitable yards, wharves, warehouses, sheds, tanks, pipes, pumps, and motive power for the reception of petroleum and its products and loading vessels therewith.

5. To provide, maintain, and operate the works necessary to refine crude petroleum upon the largest scale practicable, and with such skill, and on such a system of organization and division of labor, as will secure both efficiency and economy; and for that purpose, and for the purpose of developing and increasing the petroleum trade of the country, to provide and maintain all suitable and necessary means and facilities.

6. To keep records of the transportation over the railroads of the party hereto of the second part, and its connections, and so far as it can obtain the same over the Erie and the New York Central railroads and their connections, of all petroleum and its products, showing the number of barrels of 45 gallons each in bulk, and the number of barrels of 47 gallons in barrels, carried by each road, with the points of receiving and delivery, and the amount of freight received by each road for such transportation, which records shall at all reasonable times be open to the inspection of the duly constituted representatives of the party hereto of the second part.

Monthly abstracts of all such records shall be regularly sent to the party of the second part.

7. To pay the party of the second part weekly for all transportation over its roads and its connections, of petroleum and its products, such gross rates and half rates of freight as are hereinafter specified, less the rebates and drawbacks hereinafter provided to be retained by the party hereto of the first part for its own use.

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### Article Second.

The party hereto of the second part covenants and agrees:

1. That the party hereto of the second part will pay and allow to the party hereto of the first part, for its own use, in all petroleum and its products transported over the railroads of the party hereto of the second part and its connections, for the party hereto of the first part, rebates, and on all transported for others, drawbacks, at the rates hereinafter provided, except in the case specified in Article Third.

2. To deliver to the party hereto of the first part all petroleum and its products in packages transportation over the railroads of the

party hereto of the second part, and its connections, by whomsoever shipped, and consigned to the party of the first part, at the warehouses of the party of the first part, at the seaboard and inland, at the depots of the party of the second part, at the places of destination, and to deliver all petroleum and its products, in bulk, owned by or consigned to the said party of the first part, at any point required on the line of the railroads of the party of the second part and its connections.

3. To transport and deliver petroleum and its products over the railroads of the party of the second part, and its connections, at gross rates, which shall at no time exceed the following, without the consent of both parties hereto:

From any point on the Oil Creek and Allegheny River Railroad to Oil City, Union, Corry, or Irvineton, which are herein designated as *common points*, on each barrel of 45 gallons in bulk and on each barrel of 47 gallons in barrels, 30 cents.

#### On Crude Petroleum.

From any common point (for each barrel of 45 gallons) to—

Cleveland .....	\$0.80
Pittsburgh .....	.80
New York .....	2.56
Philadelphia .....	2.41
Baltimore .....	2.41
Boston .....	2.71

All other points, except those on the Oil Creek and Allegheny River Railway, to the places of destination last named, the same rates as from the common points.

#### 202 On Refined Oil, Benzine, and Other Products of the Manufacture of Petroleum.

From Pittsburgh (for each barrel) to—

New York .....	\$2.00
Philadelphia .....	1.85
Baltimore .....	1.85

From Cleveland (for each barrel) to—

Boston .....	2.15
New York .....	2.00
Philadelphia .....	1.85
Baltimore .....	1.85

From any common point (for each barrel) to—

New York .....	2.92
Philadelphia .....	2.77
Baltimore .....	2.77
Boston .....	3.07

From and to all points intermediate between the points aforesaid such reasonable rates as the party of the second part shall from time to time establish on both crude and refined.

From Pittsburgh, Cleveland, and other points to places west of Pittsburgh and Cleveland such reasonable rates as the party of the second part may deem it expedient from time to time to establish.

4. To pay and allow to the party hereto of the first part, on all petroleum and its products, transportation for it over the railroads of the party of the second part and its connections, the following rebates, and on all transported for other parties drawbacks of like amounts as the rebates from the gross rates, the same to be deducted and retained by the party hereto of the first part for its own use from the amounts of freights payable to the party of the second part.

#### On the Transportation of Crude Petroleum.

From the gross rate from any common point to—	Rebate per barrel.
Cleveland .....	\$0.40
Pittsburgh .....	.40
New York .....	1.06
Philadelphia .....	1.06
Baltimore .....	1.06
Boston .....	1.06

From the gross rate from all other points and the six places of destination last named rebates the same as on the rates from the common points.

#### 203 On the Transportation of Refined Oil, Benzine, and Other Products of the Manufacture of Petroleum.

From the gross rates from Pittsburgh to—	Rebate per barrel.
New York .....	\$0.50
Philadelphia .....	.50
Baltimore .....	.50
From the gross rates from Cleveland to—	
Boston .....	.50
New York .....	.50
Philadelphia .....	.50
Baltimore .....	.50
From the gross rates from any common point to—	
New York .....	1.32
Philadelphia .....	1.32
Baltimore .....	1.32
Boston .....	1.32

From the gross rates to and from all points intermediate between the above points a rebate or drawback of one-third of the gross rate shall be paid.

From the gross rates from Pittsburgh, Cleveland, and other points to places west of the meridians of Pittsburgh and Cleveland a rebate or drawback of one-third of the gross rates shall be paid.

5. To charge to all other parties (excepting such as are referred to in article 3) for the transportation of petroleum and its products



rates which shall not be less than the gross rates above specified; and should at any time any less rate be charged, directly or indirectly, either by way of rebate, commission, allowances, or upon any pretext whatsoever, the same reduction per barrel shall be made to the party hereto of the first part from the net rates provided for them on all transportation for them during the period for which such reduction shall be made to others.

6. To permit the party hereto of the first part, if, in its judgment, the currents of trade should so require, temporarily to increase or diminish the proportion, as herein provided, to the party hereto of the second part, for itself and its connections, as the whole business of transporting petroleum and its products, as between the party hereto of the second part, the Erie Railway Company and the New York Central Railroad Company. The party of the second part in

204 such case to receive from the party hereto of the first part, in full payment or indemnity for the excess or deficiency, one-half the net schedule rates on such excess or deficiency; the other half to be paid pro rata to the said other companies whose apportioned quantity of transportation shall thus be varied; but such diversion of business shall not, at any time, exceed one week, nor be repeated without an interval of at least sixty days, unless with the consent of the party hereto of the second part. Also, that whenever, from time to time, as aforesaid, a temporary diversion of a part of the apportioned transportation of the party of the second part to the other railroads aforesaid, or to either of them, shall become necessary, cars of the party of the second part may be loaded by the party of the first part and sent away over such other railroads, or either of them, but the cars so sent away shall be returned without unnecessary delay and in as good order as when taken, to the railroads of the party of the second part, and mileage at the usual rates paid for their use while absent.

7. To furnish with as much regularity as possible, at all times, good and sufficient cars and other means suitable and necessary for the safe and prompt transportation of all crude petroleum and its products, either bulk or in barrels, which the party hereto of the first part shall desire to send from one point to another (and which shall be supplied with as much regularity as possible), on or over the railroads of the party of the second part and its connections.

8. To make manifests or waybills of all petroleum or its products transported over any portion of the railroads of the party of the second part or its connections, which manifests shall state the name of the consignor, the place of shipment, the kind and actual quantity of the article shipped, the name of the consignee, and the place of destination, with the rate and gross amount of freight and charges, and to send daily to the principal office of the party of the first part duplicates of all such manifests or waybills.

### Article Third.

And it is hereby further covenanted and agreed by and between the parties hereto that the rebates hereinbefore provided for the party

hereto of the first part may be made to any other party who  
205 shall furnish an equal amount of transportation and who  
shall possess and use works, means, and facilities for carry-  
ing on and promoting the petroleum trade equal to those possessed  
and used by the party hereto of the first part.

#### Article Fourth.

And it is hereby further covenanted and agreed by and between  
the parties hereto that the party hereto of the second part shall at  
all times cooperate, as far as it legally may, with the party hereto  
of the first part, to maintain the business of the party hereto of the  
first part against loss or injury by competition, to the end that the  
party hereto of the first part may keep up a remunerative and so a  
full and regular business, and to that end shall lower or raise the  
gross rates of transportation over its railroads and connections, as  
far as it legally may, for such times and to such extent as may be  
necessary to overcome such competition, the rebates and drawbacks  
to the party of the first part to be varied *pari passu* with the gross  
rates.

#### Article Fifth.

It is hereby mutually agreed by and between the parties hereto  
that, for the purpose of meeting such exigencies as may from time to  
time require change of the rates of transportation herein provided,  
each party, on ten days' written notice from the other, shall appoint  
a person on behalf of such party, and the two persons thus appointed  
shall have power to change and adjust the rates, which shall go into  
effect on being approved by the said parties hereto.

#### Article Sixth.

It is further mutually agreed by and between the parties hereto  
that the gross rates of freight to the party hereto of the first part  
shall at all times be kept as near to the net rate as is consistent with  
the interests of the party hereto of the first part, and that whenever,  
in the judgment of the party hereto of the first part it is expedient  
to lower the rebate below the rate above specified, it may do so, and  
from time to time raise the same again; not, however, above  
206 the rate hereinbefore specified. The party hereto of the first  
part from time to time shall notify the party of the second  
part in writing of the change required, whereupon the party hereto  
of the second part shall forthwith make a corresponding change of  
such gross rates.

#### Article Seventh.

It is further mutually agreed by and between the parties hereto  
that this agreement shall continue and remain in force for the period  
of not less than five years, and shall not then nor thereafter termi-  
nate until one of the parties shall have given twelve months' written  
notice to terminate it.

## Article Eighth.

It is further mutually agreed by and between the parties hereto that if any doubt, question, difference, cause, or suit shall at any time or times hereafter arise or happen between the said parties to these presents, touching the construction of these presents, or any clause, matter, or thing herein contained, or any other matters, cause, or thing whatsoever, in anywise relating to or concerning this agreement, and such doubt, question, difference, or dispute shall not be fully settled by the parties to these presents within one calendar month after the same shall arise, then, and in every such case, upon the request in writing of either of the said parties hereto, specifying such doubt, question, difference, or dispute, it shall be committed and referred to the hearing and arbitration of three disinterested persons; one of them to be chosen by the party of the first part, another of them to be chosen by the party of the second part, and each party, on ten days' notice in writing from the other, shall make such choice and appoint a disinterested person in behalf of such party, but if either party on such notice shall, within such ten days, fail to make an appointment, the person appointed by the other party shall choose the second disinterested person, and the third disinterested person shall be chosen within one calendar month next after such request, and the award, order, or determination of the

207 said three persons, to be chosen as aforesaid, or any two of them, shall be binding and conclusive on the parties hereto, and shall be performed and kept by them without any further suit or trouble whatsoever; provided such award, order, or determination be made in writing, under the hands of the said three persons, or of any two of them, within the space of sixty days after all the persons shall be so selected as aforesaid. And for the further and better enforcing the performance of the award so to be made as aforesaid, the reference or submission for or in respect of the same may, at the option of any of the parties to these presents, from time to time be made as a matter of course a rule of court in any court of record.

In witness whereof the said South Improvement Company and Pennsylvania Railroad Company have caused their respective corporate seals to be hereto affixed, and these presents to be subscribed by their respective presidents the day and year first above written.

(Signed) SOUTH IMPROVEMENT COMPANY,  
[SEAL.] By P. H. WATSON, *President*.

(Signed) PENNSYLVANIA RAILROAD COMPANY,  
[SEAL.] By J. EDGAR THOMPSON, *President*.

Attest:

(Signed) JOS. LESLEY, *Secretary*.

Agreement concluded this 17th day of April, A. D. 1874, by and between the Erie Railway Company and the Atlantic and Great Western Railroad Company, parties of the first part, and the Standard Oil Company of Cleveland, Ohio, party of the second part, witnesseseth:

1st. The parties of the first part agree to furnish a sufficient number of good and suitable cars for the purpose of transporting petroleum and its products from the refineries now owned by the party of the second part at Cleveland, Ohio, and Oil City, Pa., and any others they may hereafter control or own, to Weehawken Oil Yards, in New Jersey.

2d. The parties of the first part agree to transport said products of said refineries, and deliver the same in cars (if destined for the New York market) at and upon the side tracks connected with said Weehawken Oil Yards in good order and *and* condition, except as provided for in article four (4), and do all switching of cars at said oil yards necessary to the prompt and rapid discharge and handling of cars employed in said business. They also agree to haul said cars (whenever practicable) in full trains over their respective roads with promptness and uniformity of movement, and accept compensation therefor as hereinafter provided.

3d. Rates of freight on all of said products to be made from time to time between J. H. Devereaux, president of the Atlantic and Great Western Railroad Company, and the Standard Oil Company, the same to be to the satisfaction of the said J. H. Devereaux, president; to be, however, no higher than is paid by the competitors of the said Standard Oil Company from competing western refineries to New York, by all rail lines, each of said railway companies accepting its pro rata proportion of the through rate thus made.

4th. The party of the second part agrees not to ship more than fifty (50) per cent of the product of its said refineries by any other line or lines eastward, to be shown by monthly statements verified by its president and secretary. It also agrees to assume all risks and losses of its property by fire when in the charge or custody of the parties of the first part, whether said property is being moved in trains or is stored or lying at any station between place of shipment and destination (both included). It further agrees to assume all losses from natural leakage or breakage, except the same is caused by collisions or the wrecking of cars by unavoidable accidents. It also agrees, at its own cost, to safely load at places of shipment all of said products and unload the same when delivered at the said Weehawken Oil Yards, and furnish said products for shipment with as great regularity as possible.

5th. In the event of unavoidable detention, occasioned by the elements, or by strikes of employees of the parties of the first part, or either of them, whereby said first parties are unable (for the time being) to fulfill their covenants under this agreement, then it shall be the duty of said first parties to immediately notify the second party

of such casualty or strikes, and such casualty or strike shall be considered good and sufficient cause for delay in the execution (for the time being) of the provisions of this agreement. And said first parties, and each of them, shall be saved from all obligation for the fulfillment of this agreement during the period of such detention, anything in this contract to the contrary notwithstanding. It shall be the duty of said first parties to proceed forthwith to put themselves in position to resume their obligations under this agreement, giving notice at the earliest possible moment to the second party of their ability to resume.

6th. The Erie Railway Company for itself hereby stipulates and agrees to and with the second party that on or before the first day of May, A. D. 1874, it will give full and complete possession of the property known as the Weehawken Oil Yards, in New Jersey, together with all buildings, erections, docks, and appurtenances thereunto belonging, unto the second party to have and to hold, with all revenues derived therefrom, from and after the said first day of May, A. D. 1874, or until the expiration of this agreement, as otherwise herein provided. The Erie Railway Company further agrees, 210 at its own cost, on or before the first day of May, A. D. 1874, to put said buildings, erections, and appurtenances in good repair; after which said second party shall maintain the same in like good order, and do all dredging required to provide and preserve the requisite depth of water.

7th. In consideration of the possession of said Weehawken Oil Yards, the second party hereby agrees to and with the Erie Railway Company as follows, to wit: To pay weekly to said Erie Railway Company the sum of five (5) cents on each and every barrel (of 45 gallons) of crude oil, and the same sum on each and every barrel (of not to exceed 46 to 48 gallons) of the products of petroleum passing through or into the aforesaid yards; the rate of five (5) cents to be absolute on all said refined products, but subject to rateable reductions on crude oil, in case the terminal charges on crude oil are reduced, taking present schedules of rates thereon (adopted November, 1872), a copy whereof is hereto annexed, as the standard; the Erie Railway Company retaining the right to reduce said schedule or rates on crude to meet competition; the second party further agrees to conduct said warehouse business in the name of the Erie Railway Company, at its own cost and expense, to assume such risks on the oil while in its possession, as the Erie Railway Company, or the Atlantic and Great Western Railroad Company would be responsible for to forwarders, consignees, or owners after its arrival and delivery in cars at yards; to make the charges uniform to all parties who use the yards or for whom services are performed therein, and always as low as any other oil yard affording proper facilities for the transfer, storage, preparation, and shipment of the oil at the terminus of any railway, or other line competing with the Erie Railway, at or adjacent to the port of New York, and generally so to manage the premises as to give all patrons of the road fair and equal facilities for their oil business at uniform cost, to retain and pay the present superintendent and other officers and employees of the

yard, so long as their duties are satisfactorily performed, and from time to time to appoint such other officers as shall not be objected to by the Erie Railway Company, to maintain the buildings, erections, and mechanical appliances of the premises in as good order  
 211 as when possession is given, natural wear and unavoidable (by due diligence) damages from the elements excepted, to make no rules or regulations discriminating against any other shipper or shippers or receivers. It is understood and agreed that the consent of the Erie Railway Company is to be obtained before any refined or crude oil shall be received at the Weehawken Oil Yards which arrives from the west via any transportation line competing with the Erie Railway.

8th. It is further agreed that the second party shall assume the charge and collection of freights and charges—accounts to be rendered and adjusted and paid weekly—Erie waybills to govern quantities received, except when the same are shown to be incorrect, or loss in transit (except from natural leakage) has occurred through fault or neglect of said railway companies, or either of them. Any new fixtures which the party of the second part may add to the property shall be and remain its property, and they may remove the same at their cost, at the expiration of this agreement, unless mutually satisfactory terms of purchase and sale can be agreed to.

9th. This agreement to take effect and be binding upon the parties hereto on the first day of May, A. D. 1874, and to continue until the first day of May, A. D. 1877; provided, however, that either party may terminate the same upon giving notice in writing to the other party six (6) months in advance of its intention so to terminate; and, provided further, that within thirty days after the election of a new board of directors of either the Erie or Atlantic and Great Western railway companies the second party shall have the right to terminate this agreement, by giving notice in writing to the other party one month in advance of its intention so to terminate, and upon the expiration of either of said periods this agreement shall be then at an end.

10th. In consideration of the premises, the party of the second part agrees to pay to the Erie Railway Company, weekly, the sums which such weekly settlement shall show to be due to the said first parties, as freight on its property delivered at the Weehawken Oil Yards.

11th. It is hereby expressly understood and agreed that neither of the said parties of the first part shall be liable for the acts or defaults of the other; and that each shall only be liable for its  
 212 own acts and defaults on and over its own line and premises.

In witness whereof the parties hereto have affixed their hands this twentieth day of April, 1874.

(Sd.)

THE ERIE RAILWAY COMPANY,

By G. R. BLANCHARD, *Second V. Pt.*

(Sd.)

THE ATLANTIC AND GREAT WESTERN  
 RAILROAD COMPANY,

By J. H. DEVEREAUX, *Prest.*

(Sd.)

STANDARD OIL CO.,

By WM. ROCKEFELLER, *Vice-Prest.*

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## EXHIBIT 4.

Whereas, on this first day of March, A. D. 1875, the Erie Railway Company, as a party of the first part, J. H. Devereaux, Receiver of the Atlantic and Great Western Railroad, as party of the second part, and the Standard Oil Company of Cleveland, Ohio, as party of the third part, have executed a certain contract providing for the transportation of crude petroleum and its products, to the port of New York.

And whereas, it is necessary to make provision for the due delivery, warehousing, cooperage, and shipment of the aforesaid crude petroleum and its products, after the same shall have been transported under the said contract to the port of New York, and for the accomplishment of that end, the agreement following is entered into, viz:

On the day aforesaid, it is agreed by and between the Erie Railway Company, party of the first part, and the Standard Oil Company of Cleveland, Ohio, party of the second part, as follows, to wit:

First. The said party of the second part being now in possession of the property of the party of the first part, known as the Weehawken Oil Yards, in New Jersey, the said party of the first part agrees by the execution of these presents to give and confirm to the party of the second part, full and complete possession of the said oil yards, together with all buildings, docks, or other erections, and all appurtenances to said yards, buildings, and docks belonging, to have and to hold said premises and all rents, tolls, and revenues in any manner derived therefrom, from the date first above mentioned until the termination of this agreement.

Second. In consideration of the possession and use of said premises as aforesaid, the said second party hereby agrees to and with the said first party as follows, to wit: To pay weekly to said first party the sum of five (5) cents on each and every barrel (of forty-five gallons) of crude petroleum, and the same sum on each and every barrel (averaging forty-six to forty-eight gallons) of the products of the petroleum, passing into or through the aforesaid yards, the payment of five (5) cents to be absolute on all of said refined products, except as hereinafter provided, but subject to ratable reductions on crude petroleum whenever the terminal charge on crude is reduced below the schedule of rates thereon, adopted November 8, 1872 (a copy of which is hereto annexed), and which it is agreed shall remain in force as the standard of rates, except that the first party shall alone have the right to reduce the charge of eight (8) dollars per car (mentioned therein) to meet competition, but in no other respect shall the first party make any reduction of said schedule rates, nor shall the second party advance any or all of said rates without the written consent of the first party.

The second party further agrees to conduct said warehouse business at its own cost and expense in the name of the Erie Railway Company; to assume such risk on the oil while in its possession as the Erie

Railway Company or J. H. Devereaux, receiver, would be responsible for to forwarders, consignees, or owners, after its arrival and delivery in cars at said yards; to make the charges uniform to all parties who use said yards, or for whom service is therein performed, and always as low as any other oil yards affording full and proper facilities for the transfer, storage, preparation, and shipment of oil at the terminus of any railroad or other line competing with the Erie Railway at or adjacent to the port of New York, and generally so to manage the premises as to give all patrons of the Erie Railway fair and equal facilities for their oil business at fair and equal cost; to retain and pay the present superintendent and other officers and employees of the yard so long as their duties are performed to the mutual satisfaction of the parties hereto, and from time to time appoint such or other officers as shall not be objected to by the first party; to maintain the buildings, erections, and mechanical appliances of the premises in as good order and condition as when possession is given, natural wear and damage unavoidable by due diligence from fire or otherwise excepted; to provide and maintain the requisite depth of water at all docks, bulkheads and piers on said premises, and make no rules or regulations discriminating against any other shipper, or shippers, or receivers.

It is understood and agreed that the consent of the Erie Railway is to be obtained in writing before any refined or crude oil  
215 shall be received at said yards which arrives from the West via any transportation line or route competing with the Erie Railway.

Third. It is further agreed that the second party shall have and assume the charge and collection of freight and charges on all oil transported to the port of New York over the Erie Railway, accounts to be rendered and adjusted and all balances due the first party under this and the contract aforesaid shall be paid weekly by the second party, Erie waybills to govern as to the quantities received, except when the same are shown to be incorrect or when loss in transit has occurred through fault or neglect of the first party or its connecting lines.

Fourth. It is further understood and agreed that all new erections, fixtures, machinery, or tools which the second party has already or may hereafter add to said yards or their equipment shall be and remain the property of the second party, removable at will at any time before or within thirty (30) days after the termination of this agreement.

Fifth. The party of the first part agrees that in case any of the docks, buildings, or erections on the said premises shall be destroyed by fire or otherwise, without fault or neglect of the second party, that it will immediately, at its own cost and with all practicable diligence, reconstruct such destroyed property, and until such reconstruction is complete will pay all extra cost and expense of doing the business, to the extent of lightering the oil to other yards to be provided by said second party in the port of New York, as may be necessary for the safe and prompt delivery at such other yards so to be provided of all oil shipped by the second party or its representa-



tives under the said before-mentioned contract, provided that on all oil so lightered the party of the second part shall be released from the payment of the rentals or tolls aforesaid.

Sixth. It is further mutually agreed by and between the parties hereto that this agreement shall continue in force until the contract herein first referred to shall terminate, and no longer, but the party of the second part, paying the rentals aforesaid, may retain possession of the said yards, docks and other appurtenances, for such period after the delivery of all crude petroleum and its products

216 then in transit, as shall be necessary for receiving, storing, cooeping and shipping such petroleum and its products, and such as shall then be in said yards, but not exceeding thirty (30) days, but save to the extent which it shall be necessary to occupy the said premises for such purposes, the party of the first part may from time to time reenter and take possession of the same, and at the expiration of said period of not more than thirty (30) days shall reenter and take possession of the whole of said premises.

In witness whereof, the parties hereunto have affixed their corporate seals, duly attested by the signatures of their presidents and secretaries.

(Sd.)

THE ERIE RAILWAY COMPANY,  
By H. J. JEWETT, *President*.

(Sd.)

THE STANDARD OIL COMPANY,  
By JOHN D. ROCKEFELLER, *President*.

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#### EXHIBIT 5.

Whereas the New York Central and Hudson River Railroad Company, the Lake Shore and Michigan Southern Railway Company, and the Standard Oil Company of Cleveland, Ohio, did, on the 22d day of July, 1875, make and execute in writing a certain agreement relating to the shipment and transportation of crude petroleum and the products thereof to the port of New York, but which agreement recites that it was concluded August 1st, 1875, and to which agreement reference is hereby made.

And whereas the said New York Central and Hudson River Railroad Company desire to provide better and more enlarged facilities at the port of New York for the receipt, warehousing, cooerage, and delivery to consignees of crude petroleum and the products thereof, by it transported to said port than it at present has, now to accomplish said end, this agreement made this first day of January, 1876, between the Standard Oil Company aforesaid, party of the first part, and the New York Central and Hudson River Railroad Company, party of the second part, witnesseth:

That the party of the first part in consideration of the agreement hereinafter set forth to be kept by the party of the second part agrees to provide and furnish from the date hereof, and during the continuance of this agreement, at the yards of the party of the first part at Hunters Point, Long Island, and at the foot of Sixty-fifth street, on the Hudson River, or if possible at some point above said Sixty-fifth street at the said port of New York, large and commodious ware-

houses, wharves, and piers amply provided with tankage and all the necessary appliances for the receipt from the boats, barges, and cars of the party of the second part of crude petroleum, or the products of crude petroleum, the cooperage, warehousing, and delivery of the same to consignees in a prompt and efficient manner, and to  
218 receive upon the sidetracks adjacent to its said property at the foot of Sixty-fifth street all crude petroleum which may be consigned to that point, and unload the same and deliver the same to consignees on demand, doing and performing in respect thereto all such other things as the party of the second part may be bound to do, also to receive upon the wharves of the party of the first part at Hunters Point aforesaid all products of crude petroleum in packages which may be consigned to said point, and deliver the same to consignees upon demand, doing and performing in respect thereto all such other things as the party of the second part may be bound to do.

The party of the first part also agrees to make its charges uniform to all parties who use said warehouses, wharves, and piers, or for whom service is therein performed, and as low, therefor, as any other party may charge who are or may be doing a similar business, and affording equal facilities at or near the terminus (for the port of New York) of any other carriers competing with the party of the second part, and generally so to manage the business as to give all the patrons of the party of the second part fair and equal facilities for their oil business.

The party of the first part also agrees, as to all crude petroleum and the products of crude petroleum consigned to either of the points hereinbefore named and owned by parties other than the parties of the first part, that it, the said party of the first part, will, after the arrival and delivery in cars on said sidings at Sixty-fifth street, and after the arrival and delivery upon the aforesaid wharves at Hunters Point of crude petroleum and the products of crude petroleum, assume all such risks thereto from fire as the party of the second part would be responsible for, and indemnify the party of the second part against all loss therefrom or recovery therefrom: Provided, however, that the party of the first part shall not be responsible for any loss by fire caused by collision or derailment of cars or by any act or neglect of the party of the second part before said crude petroleum or the products of crude petroleum are unloaded from cars at Sixty-fifth street or from barges at Hunters Point.

The party of the second part, in consideration of the faithful performance of the foregoing agreements by the party of the first part, agrees from the date hereof and during the continuation of  
219 this agreement, that unless otherwise consigned it will deliver in cars upon said sidings at the foot of Sixty-fifth street, or at some point above said Sixty-fifth street, all crude petroleum transported over its railroad to the port of New York, and do all switching of cars at said place necessary for the prompt and rapid delivery, discharge, and handling of the cars employed in said business; and that, unless otherwise consigned, it will deliver upon said wharves at Hunters Point all petroleum and the products of pe

## THE UNITED STATES.

petroleum transported in packages over its railroad to the port of New York; and that it will pay weekly to the party of the first part for its services under this contract a sum which shall be equal to ten (10) per centum of the rate fixed from time to time for the transportation of crude petroleum and the refined products of petroleum, as provided in section five (5) of said agreement herein referred to, on every barrel of crude petroleum or the refined products of petroleum transported to the port of New York by the party of the second part during the week over its railroad for the party of the first part, or for those authoritatively represented by the party of the first part.

This agreement shall continue from the date hereof during the continuance of the agreement first hereinbefore referred to, and thereafter shall survive only for the purpose of settling all questions arising under it and in relation to the business done under said agreement first hereinbefore referred to.

(Signed)

N. Y. CENTRAL AND HUDSON  
R. R. CO.  
By W. H. VANDERBILT, V.-P.

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## EXHIBIT 6.

*Memorandum of an Agreement*

Made between the Erie Railway Company, the Pennsylvania Railroad Company, the Lake Shore and Michigan Southern Railroad Company, the Atlantic and Great Western Railway Company, the Allegheny Valley Railroad Company, the Oil Creek and Allegheny River Railroad Company, and the Dunkirk, Allegheny Valley and Pittsburgh Railroad Company, for themselves and all other lines leased, operated, and controlled by them, or with which they connect for the purpose of effecting an equitable division among the carriers of petroleum oil to the seaboard.

First. Exhibits of the total oil traffic forwarded from the oil regions to New York via the three trunk lines, and to Philadelphia and Baltimore via the Pennsylvania Railroad routes for the two years ending July 31st, 1874, show that during that period the aggregate proportion to New York was 62 46/100 per cent of the total and 37 54/100 per cent to Philadelphia and Baltimore jointly; it is declared, for the purposes of this agreement, that the same proportion shall govern during its continuance as between the roads transporting oil to those cities, it being further understood that the New York Central Railroad, the Erie Railway, and the Pennsylvania Railroad companies are entitled to share alike in consignments to New York, and that they shall be so divided in quantity as far as practicable; shipments to Baltimore are to be included only when forwarded via the Pennsylvania Railroad routes. If the Baltimore and Ohio Railroad Company effects a connection in future with the Pennsylvania oil regions, so as to transport crude or refined oil thence to Baltimore in competition with the parties hereto, the basis of the division

in so far as it affects shipments to Baltimore may then be revised upon the request of any party hereto.

Second. The joint proportion due the three trunk lines, carriers of oil to New York, and that of the Pennsylvania Railroad 221 and its connections, transporters of oil to Philadelphia and Baltimore, being thus ascertained, fixed, and agreed to as stated, any excess of traffic transported to New York or to Philadelphia and Baltimore jointly, or to New York by any trunk line, party hereto, in excess of the other to the same point shall be adjusted as follows:

Third. If the three trunk lines and their connections jointly transport to New York an aggregate of oil in excess of 62 43/100 per cent they shall pay to the Pennsylvania Railroad Company, for itself and its connections forming its routes to Philadelphia and Baltimore, fifty per cent of the agreed Philadelphia through rates upon said excess, in the proportion in which each line transported oil to New York.

Fourth. If the total shipments of oil to Philadelphia and Baltimore jointly, via the Pennsylvania Railroad routes, exceed 37 54/100 per cent, the Pennsylvania Railroad Company shall pay to the three lines leading to New York, for themselves and their several connections, fifty per cent of the agreed through rates to Philadelphia upon said excess, in the proportion of one-third thereof to each trunk line.

Fifth. If any trunk line or lines to New York transport an excess over one-third of the aggregate shipments to that city they shall pay to the trunk line or lines transporting less than one-third fifty per cent of the agreed net through New York rates upon said excess.

Sixth. In all rates and pool adjustments the connections of the several trunk lines from original points of rail shipments shall and they hereby agree to participate in equitable proportions, to be agreed as between each trunk line and themselves; it being understood that all shipments of crude oil from the mouths of pipes to refineries at Pittsburgh, Cleveland, or any point in or adjacent to the oil regions, thence in the form of refined oil to New York, Philadelphia, or Baltimore, shall be included in the pool from the point of rail shipment of the crude to the point of destination of the refined oil, and that the roads transporting such oil shall participate in the pool, as above provided for.

Seventh. In the above and all other matters connected herewith each of the trunk lines shall act and pay pool balances for its several connections.

222 Eighth. A barrel shall be computed as forty-five gallons, whether of crude or refined oil, naphtha, benzine, and similar products in bulk or barrels, in all rates and shipments growing out of this or future oil agreements. To make the operation of this rule uniform, each trunk line shall appoint one expert, any two of whom shall decide upon a plan for gauging tanks, and they shall all thereupon gauge all tanks running over the roads of the parties hereto and mark their capacity thereon. Said experts shall also determine

a plan for ascertaining the number of gallons to each barrel of barreled oil.

Ninth. All exhibits and computations under this agreement shall reduce refined oil to crude, on the basis of one and one-third barrels of crude oil for each barrel of refined; and settlement of pool differences shall be made on the basis of the through net agreed rate on crude from the point of rail shipment to destination, which, until changed is \$1.43 per barrel.

Tenth. Commencing October 1st, 1874, it is agreed that the following shall be through freight rates from any refinery in Cleveland, Pittsburgh, or in the oil regions upon refined oil:

To New York.....	\$1.90 per bbl.
To Philadelphia and Baltimore.....	1.75 per bbl.
To Boston .....	2.00 per bbl.

Upon crude from initial points of rail shipments:

To New York.....	\$1.65 per bbl.
To Philadelphia and Baltimore.....	1.50 per bbl.
To Boston .....	1.75 per bbl.

The roads transporting the refined oil shall refund to the refiners, as a drawback, the charges paid by them upon the crude oil reaching their refineries by rail; and the road transporting through crude oil to the eastern seaboard shall refund to the shippers twenty-two cents per barrel; both of said drawbacks to be paid only on oil reaching the initial points of rail shipment through pipes, the owners of which maintain agreed rates of pipeage, it being understood that the said rates of pipeage shall be equitably adjusted as between the several railroads, and that they shall be set forth in a contract to be

223 entered into between each pipe line and the trunk lines parties hereto; such agreed rates of pipeage being of importance to the parties hereto and constituting a valuable consideration to them.

Oil reaching refineries by pipes direct shall not be entitled to the drawbacks on refined oil.

When a refinery receives oil, both by pipes and rail, and ships the same in whole or in part by more than one route to Philadelphia and Baltimore, or New York, the drawback for the rail freight paid on the crude oil shall be paid by the transporters of the refined oil in proportion to the total amount of refined oil transported by each from said refinery, regardless of how much of the refined oil, so transported by each, is the product of the crude brought to the refinery by pipe or by rail.

Eleventh. Changes in the oil rates shall only be made by agreement of the trunk lines, and all parties interested shall receive sixty days' notice of such intention, it being understood that all changes shall take effect on the first day of a month.

Twelfth. The following local rates on crude oil have been established, and are made a part hereof, and they shall not be exceeded except by agreement of the parties directly interested:

By the A. & G. W. Ry. Co. and C. S. & M. S. Railways from Oil

City, Harrisville, or Raymilton to Cleveland, 35 cents per barrel; by the Allegheny Valley Railroad from any point north of Red Bank to Oil City or Titusville, 25 cents, and 30 cents per barrel when to Irvineton on through eastern oil; also by the A. V. R. R., 35 cents per barrel on oil from any point on its line to Pittsburgh. By the O. C. & A. R. R. R., 20 cents per barrel; Tidioute to Oil City, 25 cents per barrel; Oil City to Irvineton and from Tidioute to Irvineton, 15 cents per barrel; also 25 cents per barrel on refined oil from Oil City and Titusville to Union and Corry via both Philadelphia and Erie Railroad and A. & Gt. W. Ry. line, which shall always be placed upon an equal basis; on refined and crude from Rynd Farm, Tar Farm, and Columbia Farm to Oil City, 15 cents per barrel; from Greggs and Pioneer to Oil City, 25 cents per barrel.

Thirteenth. All settlements under this agreement shall be  
224 made monthly by the auditor or persons designated by the parties hereto.

Fourteenth. It is distinctly understood and agreed that nothing herein contained shall be construed to limit, curtail, or in any manner to regulate the oil traffic of any of the cities herein named, this agreement being one affecting the railroads, parties hereto, only, and being intended to harmonize their several interests, while at the same time affording full and untrammelled facilities to oil shipments to all points alike, thus allowing the trade to take its natural course.

Fifteenth. It is hereby agreed that any and all differences that may arise under operations of this agreement, which can not be satisfactorily adjusted by and between the parties hereto, shall be referred to the Trunk Line commissioners for fair and equitable settlement.

Sixteenth. To equalize the transportation charges to eastern and western refineries it is understood that naphtha, benzine, gasoline, or similar products, and residuum, shall all be charged and collected at the agreed refined rates (at present \$1.90 to New York); but it is hereby understood and agreed that each and that all the trunk lines may refund for themselves and their several connections the entire gross refined rate (which is at present \$1.90 to New York) upon those products, upon the following conditions:

1st. These articles are not to be included in any pool settlements, adjustments, or payments.

2nd. The amount shall not exceed fifteen per cent of the amount of refined oil from the same refineries.

3d. This percentage must apply in the same calendar month in which the refined oil is shipped.

4th. The property must be exactly described on receipts, waybills, freight bills, freight statements, and on the packages.

5th. Claimants will be required to make affidavits, or such other forms of statements, and submit such proofs and their property to such examination as the trunk lines may require to establish evidence that the character of the property transported entitles the parties to the drawback.

6th. This drawback shall only be paid when those articles are shipped to New York, Boston, Philadelphia, or Baltimore,

225 7th. Any shippers ascertained to have presented a fraudulent claim for such drawback shall thereafter be denied any drawback whatever upon those products by any and all lines parties hereto.

Seventeenth. It is hereby understood and agreed that if any trunk line party hereto ascertains, upon reliable evidence, that itself or either of the other trunk lines parties hereto has been defrauded in the repayment of the said drawback on benzine, gasoline, naphtha, or residuum, or that an attempt has been made or an improper claim has been presented with that object, all parties hereto agree to promptly discontinue all allowances therefor to all shippers.

Eighteenth. It is agreed that from October 1, 1874, the Erie Railway Company will charge eighteen cents per barrel of refined oil in barrels for those services (including ordinary storage) at their Weehawken oil yards, which are commonly known as warehousing charges, and which includes delivery alongside ships lying at the wharves of said yards. It is also agreed by the Pennsylvania Railroad Company that the warehousing company at their oil terminus shall charge the same price on the same description of oil for similar services, which shall be held to include delivery alongside ships at the wharves in deep water controlled by said warehousing company. The New York Central and Hudson River Railroad Company agree that warehouses to which they deliver refined oil in barrels shall not charge less for like services than is above agreed to be charged at the termini of the other aforesaid roads. It is also agreed that neither company will lighter, or pay for lightering, crude oil, but will require consignees of crude oil to do this service themselves, or at their own cost.

Nineteenth. It is also hereby agreed, that the following rates shall go into effect January 1st, 1875, on the same basis in all other particulars as hereinbefore stated, from all refineries at Cleveland, Pittsburgh, and at points in or adjacent to the oil regions:

To New York.....	\$2.15	per bbl. of 45 galls.
To Philadelphia and Baltimore.....	2.00	" "
To Boston .....	2.25	" "

Said advance not to be shared by the rail lines transporting the crude oil to the refineries.

226 The following net rates on crude oil shall take effect on the same date, from the rail stations at the mouths of the pipes to the following points:

To New York.....	\$1.61	per bbl. of 45 galls.
To Philadelphia and Baltimore.....	1.46	" "
To Boston .....	1.71	" "

Twentieth. Sixty days' notice shall be given in writing by either party to all the others of an intention to terminate this agreement;

but it is understood that such notice shall not terminate it until ninety days from the first day of October, 1874.

(Signed) THE OIL CREEK & ALLEGHENY RIVER RAILWAY,

By DAVID McCARGO, Receiver.

(Signed) THE ALLEGHENY VALLEY RAILROAD COMPANY,

By WILLIAM P. SHINER,

*Assistant President.*

(Signed) THE PENNSYLVANIA RAILROAD COMPANY (for itself and connections),

By A. J. CASSATT, Jr. *Vice-President.*

(Signed) THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY,

By A. STONE, Jr., *Managing Director.*

(Signed) THE ERIE RAILWAY COMPANY,

By G. R. BLANCHARD, *2d Vice-President.*

(Signed) G. R. BLANCHARD (for The Atlantic & Great Western Railroad Company).

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EXHIBIT A.

PHILADELPHIA, October 17, 1874.

DEAR SIR: In consideration of the covenants by your company to be performed as hereinafter mentioned, we will agree as follows:

(1) It having been agreed by the trunk lines that of all the oil shipped by the trunk lines to the cities of New York, Philadelphia, and Baltimore 63 per cent shall be considered as the proportion which would naturally go to the city of New York; and it having been further agreed that of this percentage one-third shall be transported over each of the trunk lines having termini in New York, viz, the New York Central, Erie, and Pennsylvania railroads, we agree, unless the aforesaid division shall be changed by mutual consent of said trunk lines, to ship such quantities of oil over your lines, from time to time, as will, when added to the quantities shipped by parties other than ourselves, give your line one-third of the shipments to New York by the said trunk lines, or 21 per cent of the whole amount shipped to the three cities above named by the said trunk lines; it being understood that in stating the number of barrels for the purpose of making this division or for carrying out any of the other stipulations herein contained, the barrel of 45 gallons of crude shall be the unit, and that each barrel of the usual size of refined oil shall be counted as equal to one and three-tenths barrels of crude.

(2) It having been agreed, as we are informed, between your company and the Baltimore and Ohio Railroad Company that of the remaining 37 per cent of the total shipments aforesaid you should be entitled to transport by lines owned and controlled by your company to Philadelphia and Baltimore 26 per cent, and the Baltimore and Ohio Railroad Company to Baltimore by its lines 11 per cent, we



agree, until these proportions are changed by mutual consent, to ship such quantities to Philadelphia and Baltimore by lines owned and controlled by your company as will, when added to shipments of parties other than ourselves, give for transportation by your lines to Philadelphia and Baltimore 26 per cent of the total shipments by the four trunk lines to the three seaboard cities above named.

228 (3) We further agree that the quantity of oil which we will ourselves ship over your line shall not in any calendar year be less than 2,000,000 barrels, based upon an average production of not less than 30,000 barrels per day. If we should fail to give you the traffic herein named, we will pay to you a sum equal to the profits which you would have realized upon the quantity in deficit; provided, however, that you will at all times furnish us with transportation as we may reasonably require it.

(4) We will, of the proportion of oil going to Philadelphia, refine as much as is practicable in Philadelphia, as we understand that you desire to see the refining capacity of Philadelphia fully employed, and, if needful, increased. And in shipping by your lines, whether to Philadelphia, Baltimore, or New York, we will endeavor to deliver the oil to you at points from which you will have short hauls, and to the extent that we can we will make the proportion of crude shipped as large as possible, as we understand its transportation to be more profitable to you than that of refined oil.

(5) We ask, in consideration of the above-named guaranty of business, upon which it is understood we shall pay such rates as may be fixed from time to time by the four trunk lines (which rates, it is understood, shall be so fixed by the trunk lines as to place us on a parity as to cost of transportation with shippers by competing lines), that you shall furnish us promptly all the transportation we may reasonably require, and that you shall allow to and pay us weekly such commission on our own shipments and the shipments which we may control as may be agreed to by your company and the other trunk lines from time to time; this commission, it is understood, has for the present been fixed at 10 per cent upon the rate, and shall not be fixed at a less percentage except by a mutual agreement of your company and ours; provided that no other shipper of oil by your line shall pay less than the rate fixed for us before such commission is deducted, and no commission shall be allowed any other shipper unless he shall guaranty and furnish you such quantity of oil for shipment as will, after deduction of commission allowed him, realize to you the same amount of profit you realized from our trade; that is, you will not allow any other shipper of oil any part of such commission unless after such allowance you realize from the total of his business the same total amount of profit you realize from the total of our business, except so far as your company may be compelled to fill certain contracts for transportation made by the Empire Line with refiners and producers, which contracts terminate on or before May 1, 1878, a statement of which shall accompany your reply to this letter; such contracts to be fulfilled. We agree that all the stipulations herein contained shall be

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carried out by us for the period of five years from the date hereof, unless sooner changed or terminated by mutual consent, provided that you advise us in writing within ten days that your company accept, and will carry out, its part of the arrangement for the like term. In entering into this agreement we desire to put ourselves on record as expressing our wish and intention of making our business relations with your company such that not only your main lines, but the connecting lines controlled by you, especially the Allegheny Valley Railroad, shall secure the best possible results from the oil traffic consistent with our existing obligations to other transportation interests. We feel that the location of our refineries, all of which can be reached by your lines, should naturally create a close alliance between your company and ours, and that the best results from this important traffic can only be secured to yourselves and ourselves and, we might add, to the entire petroleum interests of the country, by the establishment of friendly and mutually satisfactory arrangements between us.

Yours truly,

STANDARD OIL COMPANY,  
By WILLIAM ROCKEFELLER,  
*Vice-President.*

Thomas A. Scott, President Pennsylvania Railroad Company.

230 Office of the Pennsylvania Railroad Company.

PHILADELPHIA, *October 17, 1877.*

MY DEAR SIR: I am in receipt of your letter of this date, reciting the understanding and agreement to exist between the Pennsylvania Railroad Company and your company for a period of five years.

I beg leave to say that the same covers the whole basis of the arrangement and is satisfactory to this company, the provisions of which will be duly carried out by it.

Very respectfully yours,

THOMAS A. SCOTT, *President.*  
JOSEPH LESLEY, *Secretary.*

William Rockefeller, Esq., Vice-President Standard Oil Company.

Correct:

February 14, 1879.

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EXHIBIT 8.

Office of the American Transfer Company.

OIL CITY, PA., *February 15, 1878.*

DEAR SIR: Referring to the conversation I had with you in January, I wish to submit the following facts: That our company has, at large expense (involving the payment of several hundred thousand dollars), purchased and created certain pipe lines to Pitts-

burgh, through which we are able not only to protect the Allegheny Valley road in a paying rate of freight for the oil it carries, but also to secure to that company (by agreement with it) its full proportion of the oil traffic going to Pittsburgh. You are acquainted with the efforts we have put forth in other directions during the last month, in which we have acted in thorough accord with the trunk line interests, and I believe I may say without egotism, we have to the extent of our ability effectually protected their interests in such action. I here repeat what I once stated to you, and which I asked you to receive and treat as strictly confidential, that we have been for many months receiving from the New York Central and Erie railroads certain sums of money, in no instance less than 20 cents per barrel, on every barrel of crude oil carried by each of those roads.

Cooperating, as we are doing, with the Standard Oil Company and the trunk lines in every effort to secure for the railroads paying rates of freight on the oil they carry, I am constrained to say to you that in justice to the interest I represent we should receive from your company at least 20 cents on each barrel of crude oil you transport.

The fruit of the cooperation referred to has been fully evidenced in the fact that since last fall your company has received 50 to 60 cents per barrel more freight than was obtained by it prior to our cooperation.

In submitting this proposition I felt I should ask you to *let* this date from the 1st of November, 1877, but I am willing to accept as a compromise (which is to be regarded as strictly a private 232 one between your company and ours) the payment by you of 20 cents per barrel on all crude shipments commencing February 1, 1878.

I make this proposition with the full expectation that it will be acceptable to your company, but with the understanding on my part that in so doing I am not asking as much of the Pennsylvania road and its connections as I have been and am receiving from the other trunk lines.

You are doubtless aware that during the last two years a large amount of oil has been shipped to Richmond via the Chesapeake and Ohio road, and that since the purchase of the Pittsburgh lines by us not one barrel has been permitted to go in that direction.

During the season of 1877, and so long as the Columbia Conduit Company afforded the Baltimore and Ohio road access to the oil regions, that company, I understood, refused to accept from the other trunk lines (for its proportion of the oil traffic) less than twenty per cent, but after the purchase by us of the Columbia Conduit you succeeded in arranging with the Baltimore and Ohio for about half as much as they previously claimed.

I may add that the Baltimore and Ohio road are wholly dependent upon us for any oil they may carry.

Yours truly,

DANIEL O'DAY,  
*General Manager.*

A. J. Cassatt, Third Vice-President, Philadelphia.

PHILADELPHIA, May 15, 1878.

DEAR SIR: Your favor of February 15 has been received, and directions have been given to allow you from and after February 1, 1878, the commission therein asked for until further notice.

Yours truly,

A. J. CASSATT,  
Third Vice-President.

Daniel O'Day, Esq., General Manager American Transfer Company, Oil City, Pa.

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PHILADELPHIA, May 15, 1878.

DEAR SIR: I enclose herewith copy of letter from Mr. Daniel O'Day, general manager of the American Transfer Company, which refers to a conversation I had with him in January last in reference to allowing the American Transfer Company a commission of 20 cents per barrel on all crude oil transported over this company's lines to New York, Philadelphia, and Baltimore.

I agreed to allow this commission from and after February 1, until further notice, after having seen receipted bill showing that the New York Central railroad allowed them a commission of 35 cents per barrel, and that the Erie Railway allowed them a commission of 20 cents per barrel on Bradford oil and 30 cents per barrel on all other oil, and that they had been doing so continuously since the 17th of October last.

Of this, however, you saw the evidence yourself in the bills which I submitted to you last week. Please, therefore, prepare vouchers in favor of the American Transfer Company, per Daniel O'Day, for this commission of 20 cents per barrel on shipments during February, March, and April, and hereafter make settlements with that company monthly.

Yours truly,

A. J. CASSATT,  
Third Vice-President.

R. W. Downing, Esq., Comptroller.

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### EXHIBIT 9.

The American Transfer Company will proceed forthwith to lay a main pipe of not less than three inches in diameter between such point of connection with the railway company at or near Carrollton as the parties hereto may agree, taking into consideration ground suitable for tankage, and Bradford, in Pennsylvania. And will further lay branch pipes from main pipes to such wells or points of production or shipment which may be necessary to secure to the said railway its fair proportion of the crude oil produced in what is known as the said Bradford district, and will make a connection with and shipments from the said pipe or pipes exclusively with the Erie Railway. The American Transfer Company further agrees to erect and maintain an amount of tankage for storage in connection with said pipes, ample for the purposes aforesaid. The American Transfer Company further agrees, in consideration of the rates

herein named, to be allowed to it for said pipe-age and services, to send all the shipments of crude oil received in said pipe lines via the Erie Railway. The American Transfer Company further agrees that the Erie Railway Company may make the through rates from the wells or tanks to all points of destination, the Erie Railway Company agreeing that they shall not be higher than via other railroads. In consideration of the foregoing covenants of the American Transfer Company, the Erie Railway Company agrees to allow and pay weekly to the American Transfer Company for gathering the said oil, transferring the same to Carrollton, and loading the same at that point into cars furnished by the Erie Railway Company, the full sum of (20) twenty cents per barrel of 45 gallons out of its through rates from the wells, or from Carrollton when the rates are not made from the wells. The Erie Railway Company further agrees during the continuance of this agreement to charge rates of transportation at not less than the same prices from its stations to all points that it charges from the wells via the  
 235 pipe or pipes of the American Transfer Company. This agreement to continue in force during the time the Erie Railway is in the hands of a receiver, and thereafter until discontinued by three months' written notice by either party to the other; Provided, that upon the termination of the contract the American Transfer Company shall have the right to remove from the premises of the Erie Railway Company any property it may have placed thereon under this contract, and for that purpose shall have the right to enter and reenter thereon. This agreement to take effect at the date hereof.

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## EXHIBIT 10.

*Contract With Standard Combination.*

Articles of agreement made the 29th day of January, 1880, by and between the Standard Oil Company, a corporation of the State of Ohio; the Standard Oil Company, of Pittsburgh, a corporation of the State of Pennsylvania; the Imperial Refining Company (Limited), of Oil City, Pa.; the Acme Oil Company, of New York and Pennsylvania; the Atlantic Refining Company, of Philadelphia; the American Transfer Company; the United Pipe Lines, a corporation of Pennsylvania; the Devoe Manufacturing Company, of New York; the Eclipse Lubricating Oil Company (Limited), of Franklin, Pa.; John D. Rockefeller, William Rockefeller, Henry M. Flagler, William G. Warden, Charles Lockhart, William Frew, Charles Pratt, Henry H. Rogers, Jabez A. Bostwick, Jacob J. Vandergrift, O. H. Payne, John D. Archbold, respectively, buyers, refiners, and carriers of petroleum, parties of the first part, each, however, contracting severally for himself, themselves, or itself, and not one for the others, and Benjamin B. Campbell, for himself and as president of the general council of Petroleum Producers' Union, and for the members thereof as shall signify their assent hereto by signing this agreement within sixty days from the date thereof,

the parties of the second part, each contracting severally and in the manner aforesaid, witnesseth:

Whereas the several parties above named have been and are now engaged in some one or all of the branches of business connected with the petroleum trade, in buying, selling, shipping, storing, refining, transporting, and producing petroleum, and controversies have arisen between the said parties of the first and second part hereinbefore named, out of which have grown certain suits herein-after named, and it is desirable to amicably adjust said controversies and settle said suits and proceedings; therefore it is hereby  
237 agreed between the said parties of the first and second parts:

I. That the said parties of the first part shall and will make no opposition to an entire abrogation of the system of rebates, drawbacks, and secret rates of freight in the transportation of petroleum on the railroads.

II. That said parties of the first part further agree that the railroad companies may make known to the other shippers of petroleum on their several roads all the rates of freight, and that said parties of the first part, or any of them, will not receive any rebate or drawback that the railroad companies are not at liberty to give to other shippers of petroleum.

III. The said parties of the first part further agree that so far as the said pipe lines are concerned there shall be no discrimination used or permitted by the said pipe line companies between or against their patrons; that the rates of pipeage and storage shall be reasonable, uniform, and equal to all parties, and shall not be advanced except on thirty days' notice; that to the extent of their influence the United Pipe Lines and the other companies parties hereto do agree that there shall be no difference in the price of crude oil between one district and another, excepting such as may be based upon a difference in quality, to be determined by tests; that the said pipe lines will make every reasonable offer to receive, transport, store, and deliver all oil tendered them, and will receive, transport, store, and deliver all oil so tendered so long as the production does not exceed an average of 65,000 barrels per day during fifteen (15) consecutive days, unforeseen emergencies and unavoidable accidents excepted; and if the production shall exceed the amount stated, and also the storage capacity of the pipe lines the parties of the first part, buyers of oil, agree that they will not purchase any so-called immediate-shipment oil at a lower price than the price of certificate oil, provided that the owners of immediate-shipment oil in the oil region do not sell to any other party or parties at a lower price.

IV. And all the parties of the first part further agree that until the production of oil reaches the daily maximum of 65,000 barrels, as aforesaid, certificates or other vouchers will be given for all oil  
238 taken into the custody of the pipe lines, and the transfer of such certificates or other vouchers in the usual manner shall be considered as a delivery of the oil mentioned therein as between the pipe line and the seller, subject to the provisions of such certificate or other vouchers.

In consideration of the agreement hereinbefore set forth, and of the execution thereof by the first parties, the said second parties do hereby agree as follows:

That the governor and the attorney-general of the Commonwealth of Pennsylvania shall be requested by them, within ten days of the execution hereof, to enter a motion to dismiss the bill filed by the Commonwealth of Pennsylvania against the United Pipe Lines and others at No. 309, October and November term, 1878, in the supreme court of Pennsylvania and the proceeding by quo warranto No. 12, November term, 1878, in Venango County, and will do all that may be lawfully done to have the same dismissed of record. That upon written motion and agreement the supreme court of Pennsylvania may make of record, by consent of both parties, an order discharging the rule to show cause in the case of the *Commonwealth v. Rockefeller et al.*, granted by the Hon. E. M. Paxson on the 11th day of December, 1879, and made returnable January 5, 1880, and annulling the order staying proceedings made by the supreme court on the 8th day of January, 1880.

It is further agreed that this agreement shall, upon execution thereof by the parties, be a full release and satisfaction between the parties of all causes of action of any and every kind whatsoever arising out of the past transactions involved in the said several suits, controversies, or prosecutions, or incident thereto, so far as the parties hereto or any of them are in any manner interested or have any cause or rights of action for or against each other. And it is hereby further agreed that the court of quarter sessions of Clarion County be, and they are hereby, respectfully requested to give their consent to the entering of a nolle prosequi in the case of the *Commonwealth of Pennsylvania v. John D. Rockefeller et al.*, of April sessions, 1879, No. 25, in which the defendants named in said case are charged with conspiracy, and the district attorney of said county is hereby requested, on receiving the consent of the said court, to enter in said case a nolle prosequi, and the same to be entered of record in said court, with the intent  
 239 that the same be a judgment of said court disposing of and ending all proceedings under indictment herein before referred to forever.

In witness whereof the aforesaid parties to these presents have hereunto set their hands and seals, the said corporations having caused their seals to be affixed this 5th day of February, A. D. 1880.

STANDARD OIL COMPANY,  
 By JOHN D. ROCKEFELLER,

President. [L. s.]

(Attest:)

[L. s.]

H. M. FLAGLER.

JOHN D. ROCKEFELLER.

O. H. PAYNE.

UNITED PIPE LINES,  
 By J. J. VANDERGRIFF,

President. [L. s.]

(Attest:)

[L. s.]

M. HUGHES, *Secretary*.  
 HENRY M. FLAGLER.  
 J. J. VANDERGRIFF.  
 WM. ROCKEFELLER.

IMPERIAL REFINING COMPANY  
 (Limited),

By J. J. VANDERGRIFF,  
*Chairman.* [L. s.]

(Attest:)

[L. s.]

D. McINTOSH, *Secretary*.

ECLIPSE LUBRICATING OIL COM-  
 PANY (Limited),  
 By THOMAS BROWN,

*Chairman.* [L. s.]

[L. s.] F. Q. BARSTOW, *Secretary*.

STANDARD OIL COMPANY,  
 By CHAS. LOCKHART,

*President.* [L. s.]

[L. s.] A. F. BROOKS, *Secretary*.

[L. s.] W. G. WARDEN.

[L. s.] CHARLES LOCKHART.

THE ATLANTIC REFINING COM-  
 PANY,

By CHAS. LOCKHART,

*President.* [L. s.]

[L. s.] CHAS. PRATT.

[L. s.] HENRY H. ROGERS.

ACME OIL COMPANY,  
 By JNO. D. ARCHBOLD,

*President.* [L. s.]

(Attest:)

[L. s.]

GEO. F. CHESTER, *Secretary*.

[L. s.]

JNO. D. ARCHBOLD.

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AMERICAN TRANSFER COMPANY,  
 By GEO. H. VILAS, *President.* [L. s.]

(Attest:)

[L. s.]

GEO. F. CHESTER, *Secretary*.

[L. s.]

J. A. BOSTWICK.

[L. s.]

B. B. CAMPBELL.

Witness:

JOHN V. KEEF.

Witness as to signature of B. B. Campbell:  
 W. BAKEWELL.



This agreement, made on the 27th day of April A. D., 1880, between B. B. Campbell and the Pennsylvania Railroad Company.

Whereas it having been alleged by persons engaged in the production and shipping of petroleum and the products of petroleum that discrimination had been practiced in the rates of freight and in the distribution of cars by the Pennsylvania Railroad Company in such manner as to be injurious to the business of such producers, and bills in equity having been filed in the name of the Commonwealth in the western district of the supreme court of the State of Pennsylvania for the purpose of restricting such discrimination;

And whereas in pursuance of an agreement signed on the 12th of February, 1880, by the said B. B. Campbell, representing the oil producers, at whose instance such bills were filed, and Thomas A. Scott, as president of the Pennsylvania Railroad Company, the said bills were withdrawn;

And whereas in said agreement the Pennsylvania Railroad Company agreed, upon the withdrawal of said bills, that it would enter into written contracts with the said B. B. Campbell, representing said producers, and all such producers as should within sixty days after the date of said agreement signify their assent to said agreement by signature to the same or duplicate thereof, which contracts should stipulate as therein mentioned and as hereinafter provided;

And whereas on the 25th of February, 1880, the board of directors of the Pennsylvania Railroad Company approved the action of the president in signing said agreement and authorized the  
241 president or one of the vice-presidents to execute such further and formal agreements as might be deemed necessary to carry out the terms of said agreement;

Now, therefore, this agreement witnesseth that, in consideration of the premises and other good and valuable considerations to them thereunto moving, it is covenanted and agreed between the parties heretofore as follows, to wit:

First. That the Pennsylvania Railroad Company shall and will make known to all shippers of petroleum and its products all the rates of freight intended to be charged to all shippers upon such petroleum and its products.

Second. That the said Pennsylvania Railroad Company shall not and will not pay or allow any shipper of petroleum or its products any rebate, drawback, or commission upon the shipments of such petroleum or products different from or greater than that which shall be paid to any other person shipping or offering to ship like quantity; and that any discrimination that may be made in favor of shippers of the large quantities shall be reasonable and shall upon demand made be communicated to all persons shipping or who are now or may be hereafter engaged in the business and desire to ship petroleum and its products.

Third. That the said Pennsylvania Railroad Company further agrees that, upon its own road and upon any other road or roads upon which it shall furnish cars and engage in the business of a common carrier of petroleum and its products, it will not practice any discrimination in the distribution of its cars, but will make fair ap-

portionment in such distribution among all applicants for cars having actually in their custody and ready for shipment at the time of their application the petroleum or products for the shipment of which they ask facilities.

In witness whereof the individuals parties hereto have hereunto set their hands and seals and the said Pennsylvania Railroad Company has caused its corporate seal to be hereunto affixed, duly attested, the day and year first above written.

[SEAL.] THE PENNSYLVANIA RAILROAD COMPANY,  
By THOMAS A. SCOTT, *President*.  
B. B. CAMPBELL.

Attest:

JOHN C. SIMS,  
*Assistant Secretary*.

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## EXHIBIT 11.

### *By-laws of the Trustees of the Standard Oil Trust.*

#### ARTICLE I.

##### Election of Trustees.

Trustees shall be elected by ballot by the owners of the trust certificates of the proxies.

Election of trustees to succeed those already appointed shall be held annually, at which election a sufficient number of trustees shall be elected to fill all vacancies occurring either from expiration of the term of the office of any trustee or from any other cause.

All trustees shall be elected to hold their office for three years, except those elected to fill the vacancies arising from any cause except expiration of term, who shall be elected for the balance of the term of the trustee whose place they are elected to fill. Every trustee shall hold his office until his successor is elected.

The annual meeting of the holders of trust certificates and the election of trustees shall be held at the office of the trustees, in the city of New York, on the first Wednesday in April of each year, unless otherwise ordered by the trustees, and said meeting may be adjourned from day to day until its business is completed.

Special meeting of the holders of trust certificates may be called by a majority of all the trustees at such time and place as they may appoint.

Special meeting shall also be called by a majority of the trustees whenever requested so to do by a request signed by the holders of ten per cent in value of trust certificates.

The business of such special meeting shall be confined to the objects specified in the notice given therefor.

Notice of the time and place of all meetings of owners of trust cer-

243 tificates shall be given by personal notice as far as possible, and shall also be advertised in one of the principal newspapers published in each State in which a Standard Oil company exists, at least ten days previous to the time of meeting.

At all meetings the owners of trust certificates who may be registered as such on the books of the trustees may vote in person or by proxy, and shall have one vote for each and every share of trust certificates standing in their names, but no such owners shall be entitled to vote upon any share which has not stood in his name thirty days prior to the day appointed for the election.

The transfer books may be closed for thirty days immediately preceding the annual election.

A majority of the shares represented at such election shall elect.

At all elections of trustees the board of trustees shall be the judge of the qualifications of voters; shall prescribe rules and regulations for voting; appoint tellers to direct and count the votes, and cause the result of the election to be entered in full on their minutes.

The trustees may commit their powers in this matter to a committee of their own members.

The election shall be held on the day designated for the purpose unless prevented by accident, in which case the trustees shall designate another day for the election.

## ARTICLE II.

### Board of Trustees.

The board of trustees at their first meeting after their annual election shall elect by ballot from their own number a president, vice-president, treasurer, and secretary, and such officers shall hold their office during the pleasure of the board. Whenever a vacancy occurs in the board of trustees more than sixty days prior to the annual meeting for the election of trustees, it shall be the duty of the remaining trustees to call a meeting of the holders of trust certificates for the purpose of electing a trustee or trustees to fill the vacancy or vacancies.

If any vacancy occurs in the board of trustees from any cause within sixty days of the date of the annual meeting for the election of trustees, the vacancy may be filled by a majority of the re-  
244 maining trustees, or, at their option, may remain vacant until the annual election.

The board may also appoint an assistant treasurer, assistant secretary, auditor, and such additional officers, agents, executive and other committees as it may deem advisable, and remove the same at its pleasure.

In the absence of the president and vice-president, the board may appoint a chairman *pro tempore*. During a prolonged absence or inability of the president or any other officer, the board may appoint substitutes *pro tempore*; and on the death or resignation of the president or other officer, it shall fill the vacancy.

A majority of the trustees shall be required to constitute a quorum for the transaction of business; but less than a quorum may adjourn from time to time and from place to place.

Regular meetings of the board of trustees shall be held on the first Wednesday of January, April, July, and October of each year, unless the same shall be a legal holiday, in which event the meeting shall be held on the day following.

### ARTICLE III.

#### The President.

The president shall preside at all meetings of the owners of trust certificates or trustees, if present; appoint or remove all officers and agents other than those elected by the owners of trust certificates or the board of trustees; call meetings of the board of trustees when required by a majority of the trustees in writing; sign all certificates of shares, and have a general care, supervision, and direction of the affairs of the trust. He shall have power to call meetings of the board from time to time when he shall think proper; to sign certificates of shares in blank and leave them with the treasurer in sufficient numbers to provide for the prompt transfer of shares.

In the event of the death, absence, or inability of the president to perform the duties imposed on him by these by-laws and the orders of the board of trustees, the vice-president may exercise his powers and perform his duties, subject to the control of the board of trustees or executive committee.

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### ARTICLE IV.

#### The Secretary.

It shall be the duty of the secretary to notify the members thereof of all meetings of the board of trustees, when required by the president or by a majority of the trustees, in writing, to attend such meetings when practicable; keep two records of the proceedings; attest such records after every meeting by his signature; safely keep all documents and papers which shall come into his possession, and truly keep the books and accounts of the trust appertaining to his office, so as at all times to show the real condition of the trust affairs; and shall present statements thereof when required by the board. He shall keep books in which transfers of shares may be made by any owner of trust certificates, or his attorney, duly constituted in writing; also a share ledger and certificate book; prepare new certificates upon the transfer of shares and surrender of the old certificates, and keep a register of all the certificates issued.

On the day of the annual election the secretary shall furnish for the use of the inspectors an alphabetical list of the names of all the owners of trust certificates who shall have been registered as such for thirty days prior to said election. The assistant secretary shall perform such of the duties of secretary as may be required of him by the board of trustees.

### ARTICLE V.

#### The Treasurer.

It shall be the duty of the treasurer to keep and account for all moneys, funds, and property of the trust which shall come into his

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hands, and he shall render such accounts and present such statements to the trustees and executive committee as may be required of him. Disbursements shall only be made by him under resolutions of the board of trustees, or by the executive committee, or upon vouchers approved by the proper officers.

He shall sign certificates of shares when presented to him, after they shall have been signed by the president.

246 The assistant treasurer shall perform such of the duties of treasurer as may be required of him by the board of trustees.

## ARTICLE VI.

## Executive Committee.

The executive committee shall possess and exercise, by a majority of all its members, all the powers and duties of the board of trustees, but only when the board shall not be in session. They shall keep a record of all their proceedings, which shall be certified by the secretary, under his hand, which record shall be read at the next ensuing meeting of the board of trustees. The secretary shall call meetings of this committee on the requisition of the president of the board or of any one of its members.

## ARTICLE VII.

The fiscal year of this trust shall be the calendar year.

## ARTICLE VIII.

These by-laws may be altered, amended, or repealed at any meeting of the owners of trust certificates by a vote of majority in value of all the owners represented, provided, however, that all by-laws relative to formal meetings and formal duties of the trustees and officers may be altered by the board of trustees.

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## EXHIBIT 12.

*By-laws of the Standard Oil Company of New Jersey.*

## ARTICLE I.—Meeting of Stockholders.

The annual meeting of stockholders and the election of directors shall be held at the office of the company in Bayonne, New Jersey, on the second Tuesday in January in each year, and said meeting may be adjourned from day to day until its business is completed.

Special meetings of the stockholders may be call- by a majority of all the directors at such times and places as they may appoint.

The directors shall also call a meeting of stockholders within ten days after a written request so to do, signed by a majority of the stockholders.

The business of such special meetings shall be confined to the subject specified in the notice therefor.

Notice of the time and place of all meetings of stockholders shall

be signed by the secretary and be given to each stockholder in person or be mailed to his proper post-office address at least ten days previous to the time of meeting.

At all meetings stockholders who may be registered as such on the books of the company may vote in person, by agent, or by proxy, and shall have one vote for each and every share of stock standing in their names; but no shareholder shall be entitled to vote upon any stock which has not stood in his name ten days prior to the day appointed for the election.

The transfer books may be closed for ten days previous to the annual election.

At all elections the directors shall be the judges of the qualifications of voters, shall prescribe rules and regulations for voting, appoint inspectors to collect and count the votes, and cause the result of the election to be entered in full on their minutes.

248 The board may commit its powers in this matter to a committee of its own members.

The election shall be held on the day designated for that purpose unless prevented by accident, in which case the board shall designate another day for the election.

A majority of the stockholders present at any meeting shall constitute a quorum.

## ARTICLE II.—Board of Directors.

The board of directors shall consist of thirteen persons, who shall hold their office one year and until their successors are elected.

The board of directors at their first meeting after every annual election shall elect a president, four vice-presidents, a treasurer and secretary, and such officers shall hold their offices during the pleasure of the board. One person may be both secretary and treasurer.

In case of any vacancy in the board of directors by death, resignation, or otherwise, the board shall have the power to fill for the unexpired term such vacancy by ballot.

The board may also appoint one assistant treasurer, one assistant secretary, and such additional officers and agents as they may deem advisable, and remove the same at their pleasure.

In the absence of the president and vice-president they may appoint a chairman pro tempore.

During a prolonged absence or inability of the president, or any other officer, they may appoint substitutes pro tempore; and on the death or resignation of the president, or other officer, they shall fill the vacancy.

Five of the directors shall be required to constitute a quorum for the transaction of business, but less than a quorum may adjourn from time to time and from place to place.

The board of directors may at their option hold their meeting at any place outside of the State.

Dividends upon the capital stock of the company, when earned, shall be declared by the board of directors on the first Tuesday of February, May, August, and November in each year, the same to be payable on the 15th of the succeeding month. The board shall have power to fix the amount to be reserved as working capital.

## ARTICLE III.—President.

The president shall preside at all meetings of the stockholders or directors if present, sign all certificates of stock and have a general care, supervision, and direction of the affairs of the company. He shall have power to call meetings of the board from time to time when he shall think proper, or when requested by a majority of the board.

In the event of the death, absence, or inability of the president to perform any duties imposed upon him by these by-laws and the order of the board of directors, the vice-president may exercise his powers and perform his duties subject to the control of the board of directors.

## ARTICLE IV.—Secretary.

It shall be the duty of the secretary to notify the members thereof of all meetings of the board of directors when required by the president, or when required by a majority of the directors in writing; to attend such meetings when practicable; keep true records of the votes at elections and all other proceedings; attest such records after every meeting by his signature; safely keep all documents and papers which shall come into his possession, and truly keep the books and accounts of the company appertaining to his office; and shall present statements thereof when required by the board. He shall keep books upon which transfer of stock may be made by any stockholder or his attorney, duly constituted in writing. He shall prepare new certificates upon the transfer of shares and surrender of the old certificates and keep a register of all certificates issued. The assistant secretary shall perform such of these duties as the directors may require.

## ARTICLE V.—Treasurer.

It shall be the duty of the treasurer to keep and account for all monies, funds, and property of the company which shall come into his hands, and he shall render such accounts and present such statements to the directors as may be required of him. He shall deposit all funds of the company which may come into his hands in such bank or banks as the directors may designate; he shall keep his bank  
 250 account in the name of the company, and shall exhibit his books and accounts to any director upon application at the office during ordinary business hours; he shall indorse for collection the bills, notes, checks, and other negotiable instruments received by the company; he shall sign all bills, notes, checks, and other negotiable instruments of the company; and shall pay out money on the business as the corporation may require, taking proper vouchers therefor; provided, however, that the directors shall have power by resolution to delegate any of the duties of the treasurer to other officers, and to provide by what officers all bills, notes, checks, vouchers, orders, or other instruments shall be signed. The assistant secretary shall perform such of these duties as the directors may require.

## ARTICLE VI.—Corporate seal.

A corporate seal shall be prepared and shall be kept by the secretary in the office of the company.

The impression of the seal may be made and attested by either the secretary or an assistant secretary for the authentication of contracts and other papers requiring the seal and bearing the signature of the president or one of the vice-presidents.

## ARTICLE VII.—Fiscal year.

The fiscal year of this corporation shall be the calendar year.

## ARTICLE VIII.—Amendments.

These by-laws may be altered or amended by a vote of the directors at any meeting.

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## EXHIBIT 13.

*Agreement Between Standard and Tide-Water Refineries.*

This agreement, made and entered into the ninth day of October, A. D. 1883, by and between the Standard Oil Company, a corporation of Ohio, the Standard Oil Company of New York, a corporation of New York, and the Standard Oil Company of New Jersey, a corporation of New Jersey, who collectively constitute the party of the first part, and the Ocean Oil Company, a corporation of New Jersey, the Chester Oil Company, a corporation of Pennsylvania, and Ayres, Lombard and Company, a corporation of New York, who collectively constitute the party of the second part.

Witnesseth: That in consideration of the mutual covenants and agreements hereby made and entered into the said parties do hereby covenant and agree to and with each other as follows:

First. That for the purpose of this contract the business of refining petroleum is defined to mean the distillation of crude petroleum within the United States, without regard to where the crude is obtained; the quantity of crude petroleum received at each refinery, except for export in its crude state, shall be regarded as the quantity refined by it.

Second. That in said business the refineries named in Schedule "A" and Schedule "B" (which schedules are hereto attached and made a part of this agreement) shall respectively be entitled to have and do the following percentage or proportionate part of the aggregate business of all refineries named in both schedules, viz: The refineries named in Schedule "A," eighty-eight and one-half (88½) per cent thereof, and the refineries named in Schedule "B," eleven and one-half (11½) per cent thereof.

Third. The refineries named in Schedule "A" and the refineries named in Schedule "B" shall respectively do as nearly as practicable their said proportion or percentage of said business; and is agreed that—

A. If in any calendar month the refineries named in Schedule



"A" shall receive more than their said percentage of the said aggregate of crude petroleum received, except for export in its crude state, the party of the first part hereto will pay to the party of the second part hereto, twenty (20) cents per barrel on the quantity so received in excess of their said percentage.

252 B. If in any calendar month the refineries named in Schedule "B" shall receive more than their said percentage of the said aggregate of crude petroleum received, except for export in its crude state, the party of the second part hereto will pay to the party of the first part hereto twenty (20) cents per barrel on the quantity so received in excess of this said percentage.

C. If in any year the refineries named in Schedule "A" shall neglect or refuse to do eighty (80) per cent of their said percentage of said business, then the party of the first part shall return and repay the party of the second part the sums received under the provisions of this paragraph in excess of the sums paid under the same provisions during the same year.

D. If in any year the refineries named in Schedule "B" shall neglect or refuse to do eighty (80) per cent of their said percentage of said business, then the party of the second part shall return and repay to the party of the first part the sums received under the provisions of this paragraph in excess of the sums paid under the same provisions during the same year.

Fourth. Each party hereto shall make to the other daily reports showing all crude petroleum received at the refineries named in said schedule, and when, where, and from whom received, and all crude petroleum exported therefrom, and when, where, and to whom delivered. The reports of the party of the first part shall show the crude received at and exported from refineries named in Schedule "A," and the reports of the party of the second part shall show the crude received at and exported from refineries named in Schedule "B." The correctness of such reports shall, if required of either party, be verified by the party making them.

Fifth. A settlement shall be made, on or before the fifteenth of each month, of all business done under this agreement during the preceding month, and payments shall then be made of all such sums as under the terms hereof shall be found payable by either party to the other.

Sixth. All refineries now owned or controlled by those owning or controlling a majority of the refineries embraced in Schedule "A" are, or shall be, included in Schedule "A," and all refineries 253 which may hereafter be acquired or controlled in the same interest shall, as acquired or controlled, be added to said Schedule "A," and by such addition be included in the terms of this agreement. All refineries now owned or controlled by those owning or controlling a majority of the refineries embraced in Schedule "B," and all refineries which may hereafter be acquired or controlled in the same interest shall, as acquired or controlled, be added to said Schedule "B," and by such addition be included in the terms of the agreement.

Seventh. It is understood that forty-two gallons constitute a barrel.

Eighth. A year, whenever used in this contract, is understood to mean a calendar year.

Ninth. This agreement shall take effect on the first day of October, 1883, and remain in force for fifteen (15) years from said date.

Provided, however, and it is agreed that it shall not remain in force longer than a certain other agreement of even date herewith between the National Transit Company and the United Pipe Lines of the first part and the Tidewater Pipe Company (Limited) of the second part, shall remain in force, and that a termination of said other agreements shall at the same time terminate this one.

In witness whereof the said parties have caused their common and corporate seals to be hereto attached and to be attested by the signature of their proper officers the day and year first aforesaid.

STANDARD OIL COMPANY,  
By O. H. PAYNE, *Vice President*.

(S. O. C., Cleveland.)

Attest:

W. P. THOMPSON, *Secretary*.

STANDARD OIL COMPANY OF NEW YORK,  
By WILLIAM ROCKEFELLER, *President*.

(S. O. C., New York.)

Attest:

GEORGE H. VILAS, *Secretary*.

STANDARD OIL COMPANY OF NEW JERSEY,  
By J. A. McGEE, *President*.

(S. O. C., New Jersey.)

Attest:

GEO. H. VILAS, *Secretary*.

## 254 *Agreement Between Standard and Tidewater Pipe Lines.*

This agreement entered into the ninth day of October, A. D. 1883, by and between the National Transit Company and the United Pipe Lines, each being a corporation of the State of Pennsylvania, parties of the first part, and the Tidewater Pipe Company, Limited, a limited partnership association formed under the laws of the State of Pennsylvania, party of the second part.

Witnesseth: That in consideration of the mutual covenants and agreements hereby made and entered into, the said parties do hereby covenant and agree to and with each other as follows:

First. That for the purposes of this contract the business hereinafter referred to is divided into departments, one known as the "gathering department," one known as the "transporting department," one known as the "interior export department," one known as the "seaboard export department."

All crude petroleum received directly or indirectly from wells located in the State of New York or State of Pennsylvania and into the

system of pipes and tanks now owned or controlled, or which may hereafter be owned or controlled, by any party hereto, either directly or indirectly, shall constitute gathering, and the business of so receiving crude petroleum is the business of said gathering department. All deliveries from local lines of pipe of crude petroleum gathered as aforesaid to or for any of the refineries then embraced in Schedule "A" or Schedule "B" (which schedules are hereto attached and made part of this agreement), and also all deliveries of crude petroleum from any of the trunk lines of pipe now owned or controlled, or which may hereafter be owned or controlled, by any party hereto, either directly or indirectly, and the getting of such crude petroleum to the point of delivery shall constitute transporting, and the business of so getting and delivering crude petroleum is the business of said transporting department, except, and it is agreed, that whatever petroleum gathered as aforesaid shall be delivered to or for any party hereto, or to or for any refinery or refining company then embraced in either of said schedules, for export in its crude state, 255 whether the same shall be delivered from a local line of pipe or a trunk line of pipe, shall not be included in transporting, nor in the business of said transporting department.

All petroleum gathered as aforesaid and delivered from local lines of pipe for export in its crude state (other than deliveries to trunk lines of pipe of such petroleum for export in its crude state) by or for any party hereto or by or for any refinery or refining company then embraced in either of said schedules shall constitute interior exporting, and the business of receiving and exporting such petroleum in its crude state shall be the business of said interior export department.

All petroleum gathered as aforesaid and delivered from trunk lines of pipe for export in its crude state by or for any party hereto or by or for any refinery or refining company then embraced in either of said schedules shall constitute seaboard exporting, and the business of receiving and exporting such petroleum in its crude state shall be the business of said seaboard export department.

All pipes used for gathering and delivering at points in the oil-producing regions are herein called local lines.

All lines of pipe used for transporting beyond the oil-producing regions are herein called trunk lines.

Second. That in each and said department of the business the respective parties hereto shall be entitled to do the following percentage or proportionate part of the aggregate business done by all parties hereto then in said department, viz: The said parties of the first part eighty-eight and one-half ( $88\frac{1}{2}$ ) per centum thereof and the said party of the second part eleven and one-half ( $11\frac{1}{2}$ ) per centum thereof.

Third. Each party hereto shall do as nearly as practicable its said proportion or percentage of said business. And it is agreed that—

A. If in any calendar month either party shall gather more than its said percentage of said aggregate of crude petroleum gathered, as gathering is herein defined, it shall pay to the other party on the quantity gathered in excess of its said percentage an amount per

barrel equal to three-fourths of the then current full rate per barrel charged for collecting and delivering crude petroleum in the oil-producing regions, commonly called local pipeage;

256     Provided, however, and it is hereby agreed that this clause shall not be applicable to crude petroleum gathered as afore-said prior to September 1, 1884.

And provided further, that the excess over its said percentage gathered prior to September 1, 1884, by either party shall on demand of the other be delivered to the other party at some point or points in the oil-producing regions convenient to both the party receiving and the party delivering (the means and places to be mutually agreed upon) when and as often as the said excess amounts to ten thousand (10,000) barrels, upon legal orders or certificates with storage and assessments thereon paid to date of delivery being presented therefor, or upon the payment of the then market price of United Pipe Line certificates for a like quantity. The party receiving shall pay the party delivering the same a gathering charge of ten (10) cents per barrel upon all petroleum so delivered.

B. If in any calendar month either the parties of the first part or the party of the second part shall transport and deliver more than their or its said percentage of the said aggregate of crude petroleum transported, as transporting is herein defined, they or it shall pay to the other party twenty-five (25) cents per barrel upon the quantity transported and delivered in excess of their or its said percentage.

Provided, That the amount payable under this clause shall not exceed the amount it would cost to bring said excess from the mouth of a local pipe in the oil-producing regions to either the port of New York or the port of Philadelphia at the then current rate of transportation by any route or method not owned or controlled directly or indirectly by any party hereto.

C. If in any calendar month either party shall do more than its said percentage of business in either the interior export department or the seaboard export department, it shall pay to the other party twenty-five (25) cents per barrel upon the quantity so exported in excess of its said percentage.

Provided, however, That the amount per barrel payable under this clause shall not exceed the amount per barrel which would be payable under Clause B and its proviso at the same time for excess in the transporting department.

D. If in any year either party shall neglect or refuse to do eighty (80) per centum of its said proportion or percentage in any  
257     department of said business, then the party so doing less than eighty (80) per centum of its said proportion shall return or repay to the other party the sums received in that department under the provisions of this paragraph in excess of the sums paid in the same department under the same provisions during the same year.

Fourth. Each party shall make to the other daily reports showing:  
1st. All crude petroleum gathered, as gathering is herein defined.  
2nd. All crude petroleum delivered from local lines other than

deliveries to trunk lines, stating when, where, and to whom delivered.

3rd. All crude petroleum delivered from local lines to trunk lines, stating when, where, and to which line delivered.

4th. All crude petroleum delivered from trunk lines, stating when, where, and to whom delivered.

5th. All crude petroleum exported in the crude state, stating when, where, and from whom received, so as to distinguish between receipts from local lines and receipts from trunk lines, and when, where, and to whom delivered for export. The correctness of such reports shall, if required by either party, be verified by the party making them.

Fifth. On all deliveries of crude petroleum from local lines by said parties of the first part, or either of them, other than such deliveries as constitute transporting, as transporting is hereinbefore defined, the parties of the first part will account for and pay to the party of the second part eleven and one-half ( $11\frac{1}{2}$ ) per centum of the then current full rate of local pipage, first deducting from such full rate ten (10) cents per barrel for the work of gathering and delivering such petroleum.

On all deliveries of crude petroleum from local lines made by said party of the second part, other than such deliveries as constitute transporting as hereinbefore defined, the party of the second part will account for and pay to the parties of the first part eighty-eight and one-half ( $88\frac{1}{2}$ ) per centum of the then current full rate of local pipage, first deducting from such full rate ten (10) cents per barrel for the work of gathering and delivering such petroleum.

Sixth. It is agreed that in case of excess of deliveries over the quantity gathered, as gathering is hereinbefore defined, by  
258 all the parties hereto, the stocks in custody of the respective parties shall to the extent of such excess be diminished in the ratio of eighty-eight and one-half ( $88\frac{1}{2}$ ) per centum thereof from the stocks in custody of said parties of the first part, and eleven and one-half ( $11\frac{1}{2}$ ) per centum thereof from the stocks in custody of said party of the second part; and to this end it is agreed that whenever and as often as under the working of this agreement the depletion of the stocks in the custody of either of the respective parties shall amount to ten thousand (10,000) barrels in excess of such party's percentage of depletion, then the other party shall and will on demand deliver, and the party whose stocks are so depleted will when tendered receive said ten thousand (10,000) barrels at some point or points in the oil-producing regions convenient to both party receiving and the party delivering (the means and place to be mutually agreed upon), upon legal orders or certificates with storage and assessments thereon paid to date of delivery being presented therefor, or upon the payment of the then market price of United Pipe Line certificates for a like quantity. The party receiving shall pay to the party delivering a gathering charge of ten (10) cents per barrel upon all petroleum gathered.

Seventh. A settlement shall be made on or before the fifteenth day of each month of all business done under this agreement during

the preceding month, and payment shall then be made of all such sums as under the terms hereof shall be found payable by either party to the other.

Eighth. If in any year the profits of the party of the second part, added to the profits of the several refineries then embraced in Schedule "B," shall in the aggregate amount to less than five hundred thousand (500,000) dollars (excluding from the calculations all profits realized and losses sustained from speculation and the value of property destroyed by fire), then the said party of the second part shall have the right within three months from the time the profits of such year shall have been ascertained to cancel this agreement.

Provided, however, That the said right shall not exist or shall not be exercised under the following circumstances, to wit:

1st. If the average of such profits during the said year and all previous years from the beginning of this agreement shall equal five hundred thousand (500,000) dollars per year.

259 2nd. If the said party of the first part or either of them shall contribute to the said party of the second part such sums of money as together with the said profits for the said year will make the average profit five hundred thousand (500,000) dollars per year.

And provided further, That in exercising the right of cancellation the said party of the second part must give to one or both of said parties of the first part three (3) months' written notice of said cancellation, which notice must be accompanied by a statement of said profits of the party of the second part, and of said refineries then embraced in Schedule "B," and any contributions made as aforesaid must be made within the said three (3) months.

The party receiving said notice shall have the right to verify the statement by an examination of the books of said party of the second part and books of said refineries.

Ninth. All refineries now owned or controlled by those owning or controlling a majority of the refineries embraced in Schedule "A" are or shall be included in Schedule "A," and all refineries which may hereafter be acquired or controlled in the same interest shall, as acquired or controlled, be added to said Schedule "A," and by such addition be included in the terms of this agreement.

All refineries now owned or controlled by those owning or controlling a majority of the refineries embraced in Schedule "B" are or shall be included in Schedule "B," and all refineries which may hereafter be acquired or controlled in the same interest shall, as acquired or controlled, be added to said Schedule "B," and by such addition be included in the terms of this agreement.

Tenth. It is agreed that any business done in either the interior export department or the seaboard export department by any of the refineries or refining companies then embraced in Schedule "A" shall be treated for the purpose of this agreement as if done by the parties of the first part, and that any business done in either of said export departments by any of the refineries or refining companies

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then embraced in Schedule "B" shall be treated for the purposes of this agreement as if done by the party of the second part.  
 Eleventh. It is understood that forty-two (42) gallons constitute a barrel.

260 Twelfth. A year, whenever used in this contract, is understood to mean a calendar year.

Thirteenth. This agreement shall take effect as of the first day of October, 1883, and unless sooner cancelled, as provided in the eighth paragraph, shall remain in force for fifteen (15) years from said first day of October, 1883.

In witness whereof the said parties of the first part have caused their common and corporate seals to be hereto attached and to be attested by the signatures of their proper officers; and the said party of the second part has caused the same to be signed in its name and on its behalf by two of its managers, the day and year first aforesaid.

[Nat. Tran. Co. Seal.]

(Signed) By NATIONAL TRANSIT COMPANY,  
 BENJAMIN BREWSTER,  
*Vice-President.*

Attest:

JOHN BUSHNELL, *Secretary.*

[U. P. L. Seal.]

(Signed) By UNITED PIPE LINES,  
 J. J. VANDERGRIFT, *President.*

Attest:

H. D. HANCOCK, *Secretary.*

261 *Schedule of Refineries referred to in the Attached Agreement.*

## Schedule A.

Atlas Refining Co., works at Buffalo, N. Y.  
 Acme Oil Co. of Pennsylvania, works at Titusville, Pa.  
 Acme Oil Co. of New York, works at Olean, N. Y.  
 Atlantic Refining Co., works at Philadelphia, Pa.  
 American Lubricating Oil Co., works at Cleveland, Ohio.  
 Baltimore United Oil Co., works at Canton, Md.  
 Bush Denslow Mfg. Co., works at South Brooklyn, N. Y.  
 Camden Consolidated Oil Co., works at Parkersburg, W. Va.  
 Camden Consolidated Oil Co., works at Canton, Md.  
 Central Refining Co. (Limited), works on Newtown Creek, L. I.  
 Empire Refining Co. (Limited), works on Newtown Creek, L. I.  
 Eclipse Lubricating Co. (Limited), works at Franklin, Pa.  
 Eclipse Lubricating Co. (Limited), works at Olean, N. Y.  
 Eagle Oil Co., works at Communipaw, N. J.  
 Galena Oil Works (Limited), works at Franklin, Pa.  
 Imperial Refining Co., works at Oil City, Pa.  
 Pratt Mfg. Co., works at Bushwick Creek, L. I.  
 Jenny & Son, S., works at Wallabout Land.  
 Donald & Co., James, works at Newtown Creek, L. I.

Portland Kerosene Co., works at Portland, Me.  
 Paine, Ablett & Co. (Limited), works at Smiths Ferry.  
 Paine, Ablett & Co. (Limited), works at Freedom, Pa.  
 Sone Fleming Mfg. Co. (Limited), works at Newtown Creek, L. I.  
 Standard Oil Co. of New York, works at Newtown Creek, L. I.  
 Standard Oil Co. of New York, works at Hunters Point, L. I.  
 Standard Oil Co. of New Jersey, works at Bayonne, N. J.  
 Standard Oil Co. of Pennsylvania, works at Pittsburg, Pa.  
 Standard Oil Co. of Ohio, works at Cleveland, Ohio.  
 Union Refining Co. (Limited), works at Oil City, Pa.  
 Vacuum Oil Co., works at Rochester, N. Y.

#### Schedule B.

Chester Oil Co., works at Chester, Pa.  
 Ocean Oil Co., works at Bayonne, N. J.  
 Seaboard Oil Co., works at Bayonne, N. J.  
 Solar Oil Co., works at Buffalo, N. Y.

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#### EXHIBIT 14.

Agreements between the Pennsylvania Railroad Company and the National Transit Company, dated August 22nd, 1884, being two agreements of even date, as follows:

Memorandum of a traffic agreement, made this twenty-second day of August, 1884, between the Pennsylvania Railroad Company, hereinafter designated the Railroad Company, and the National Transit Company, hereinafter designated the Transit Company, witnesseth:

That for considerations mutually interchanged the parties hereto agree, each with the other, as follows:

First. The transit company owns an extended system of local pipes in the oil regions of Pennsylvania and New York, which are grouped into a separate division known as the United Pipe Lines Division of the National Transit Company. This division will be hereinafter designated as the Transit Company's Local Division.

The business of this division is to collect oil from producer, store it in tanks, and deliver it as may be desired to any through carrier of petroleum, which will transport the same to where it is to be refined or otherwise disposed of.

The transit company also own certain through or trunk line pipes, extending from several points of connection with the afore-said local pipe division to various refining and terminal points.

With these latter pipes, which will be hereinafter entitled the Transit Company, Trunk Line Division, it competes in the through carriage of petroleum with all other through carriers, whether pipe or rail.

The business of its local division is therefore entirely distinct from the business of its through trunk-line division.

It undertakes and agrees that its local division will deliver into cars furnished by the railroad company at any of its regular de-



livery points and under its regular delivery rules whatever petroleum the owners thereof may desire to have so delivered, and as the railroad company may furnish cars to transport, and will make no discrimination either in its local charges for carriage, storage, 263 and other services, or in the use of any of its local facilities, against such oil, but will at all times treat it in the said respects as favorably as it at the same time treats any other petroleum which may be delivered to its own trunk-line division or to any other through carriers.

Second. The transit company agrees that all petroleum brought to the Atlantic seaboard by all existing carriers, whether rail or pipe, now engaged in transporting such property, or which may hereafter engage in such transportation in conjunction with the transit company's pipe lines, shall be ascertained monthly, and so much of it as shall have been shipped in the refined state shall be reduced to its equivalent in crude oil by considering that one and three-tenths ( $1 \frac{3}{10}$ ) gallons of crude are required to make one (1) gallon of refined oil. It further undertakes and agrees that if of the total so transported the railroad company shall not have moved in its cars twenty-six (26) per centum thereof, the transit company shall cause to be delivered to cars furnished by the railroad company at Milton, Pennsylvania, such quantity of crude petroleum as shall, when added to the amount which has been actually transported by the railroad company to the seaboard in said month, make the total transported by the railroad company in said month equal to said twenty-six (26) per centum.

The railroad company agrees to furnish the needful cars and facilities and promptly transport the oil which the transit company agrees in this contract to deliver to it at Milton: Provided, That if during any month the railroad company is not able to assign from its oil equipments a sufficient number of cars to the traffic of the transit company to move the proportion of oil herein provided to be delivered at Milton, then during that month the transit company shall only be required to so deliver to the railroad company such quantity of oil as the railroad company shall be able to transport, and shall not be required to make up any deficiency that may occur during said month.

Efforts shall be made by the transit company to deliver so much during each month as will probably be necessary to make the total carried by the railroad company equal to said percentage.

Shortages, if not due to short supply of cars, and such excesses as may be found to have occurred in any month, shall be 264 adjusted in the following month, or as soon afterwards as shall be possible.

Third. It is agreed that the proportion of petroleum, which the transit company is to deliver under the second section of this agreement shall be considered as petroleum transported from Coalgrove, Pennsylvania, via Milton, Pennsylvania, to the Atlantic seaboard, and that the railroad company shall be entitled to one-half of the current through rates thereon.

It is agreed that whenever the through rates shall be so low that the railroad company shall suspend the movement of oil by its cars,

at other points than Milton, the transit company shall during such suspension not be bound to deliver to the railroad company any oil at Milton.

Fourth. All joint rates for the joint transportation of oil from any delivery point of the local pipe division aforesaid to any refining or terminal point shall be fixed by the railroad company, subject to the advice and concurrence of the transit company.

It is agreed that said joint through rates shall be uniform to all parties. The railroad company stipulates that it will make no discrimination whatever, either in rates or facilities, against the transit company or against the oil which the said transit company herein covenants to deliver to it.

It is agreed that the joint through rates to Philadelphia shall always be five cents less per barrel on crude oil or its refined equivalent than shall be currently charged to New York Harbor.

It is agreed that the joint through rates, which shall be so fixed from time to time, shall be as low as shall be currently made between same and similar points by rival carriers of petroleum, and shall not be higher than an approximate mileage proportion of rates current on petroleum produced south of Oil City, nor than rates from Olean and similar points.

It is also agreed that rates on refined oil and other products of crude oil shall be fixed by the railroad company upon the following basis, viz:

From railroad stations in the oil regions to which oil is delivered by local pipes the rate to any point east thereof on a barrel of refined oil or other products shall be one and three-tenths ( $1 \frac{3}{10}$ ) times the current rate on a barrel of crude oil to the same point.

265 From Pittsburg the rate to any point east thereof on a barrel of refined oil or other products shall be one and three-tenths ( $1 \frac{3}{10}$ ) the rate currently charged on crude oil to any such eastern point from rail points south of Oil City: Provided, That one and three-tenths times the charges for moving a barrel of crude oil by rail or through pipe from the local pipe to Pittsburg shall be first deducted therefrom.

From Cleveland and Buffalo the net rate on a barrel of refined oil or other products to any points east thereof shall be not less than is currently charged to the same point from Pittsburg.

Fifth. Whenever the term barrel is used herein, unless otherwise specified, it means forty-five gallons of crude petroleum, and whenever the term oil is used herein, unless otherwise specified, it means crude petroleum.

Sixth. The transit company hereby agrees that it will not make any more favorable terms with any other rail line connecting with any of its pipes than the terms which under this agreement are given to the railroad company, or if for any reason it should desire to do so, it hereby agrees to modify this contract so as to give the said "more favorable terms" to the railroad company.

Seventh. All existing contracts between the parties hereto shall be deemed to have been accomplished and shall become void and of no effect upon the day this contract goes into operation.

Eighth. This contract shall take effect as of the first day of August, 1884, and shall continue until terminated under the provisions hereof. It may be terminated after August first, 1889, by either party hereto giving ninety days' written notice to the other of a desire that it shall end, at the expiration of which notice it shall cease and determine.

In witness whereof the parties hereto have executed this agreement under their corporate seals the day and date above written.

THE PENNSYLVANIA RAILROAD COMPANY,  
By FRANK THOMSON, *Second Vice-President*.

Attest:

[L. s.] JOHN C. SIMS, JR., *Secretary*.

THE NATIONAL TRANSIT COMPANY,  
By C. A. GRISCOM, *President*.

Attest:

[L. s.] JOHN BUSHNELL, *Secretary*.

266 Memorandum of agreement made this twenty-second day of August, 1884, between the Pennsylvania Railroad Company, hereinafter designated the railroad company, and the National Transit Company, hereinafter designated the transit company.

Witnesseth: That for considerations mutually interchanged the parties hereto hereby agree with each other as follows:

Whereas the parties hereto have made an agreement of even date herewith, in which, among other things, it is stipulated that under certain circumstances the transit company shall deliver certain crude petroleum into cars furnished by the railroad company at Milton, Pa.; and

Whereas it has been proposed that the railroad company shall contract with the transit company to the effect that the transit company shall transport through its pipe lines the aforesaid crude oil, which, under the other contract aforesaid, it has undertaken to deliver into the cars of the railroad company at Milton;

Now, therefore, this agreement witnesseth:

First. The railroad company agrees that instead of delivering said crude oil to said cars at Milton the transit company shall transport the same through its pipes to destination, and the transit company undertakes and agrees to do such transportation. It is mutually agreed that the compensation to the transit company for doing said work shall be as follows, viz:

Whenever the through rate for transporting a barrel of crude petroleum from Olean to Philadelphia shall be forty cents, the transit company shall receive eight cents per barrel as such compensation for so much of said oil as under the provisions hereof shall be considered as Philadelphia oil.

For each five cents of increase or diminution in said rates from Olean to Philadelphia the said compensation on Philadelphia oil shall be increased or diminished one cent per barrel.

Provided, however, that the transit company shall not be obliged to accept less than six cents per barrel, and shall not receive more than ten cents per barrel on such Philadelphia oil.

It is agreed that the said compensation on the oil which,  
 267 under the provisions hereof is to be deemed New York oil,  
 shall be one cent per barrel greater than it currently shall be  
 on Philadelphia oil.

Whenever, and from time to time, as the said joint through rates shall be so low that the said minimum compensation to the transit company of six cents per barrel shall be as much or more than the railroad company's share of said joint through rates, this contract may, at the option of either party hereto, be suspended during all or any part of the time such low rates shall prevail. During such suspension the aforesaid other contract shall alone remain in force; but whenever, and from time to time, as said joint through rates shall again be high enough to make the said minimum compensation, under said sliding scale, less than the said share of said joint through rates, this contract shall again resume its force and effect.

Second. The transit company agrees to account for and pay to the railroad company on or before the twentieth of each month the latter's share of the joint rates on joint business via Milton (as provided in said other contract) during the next preceding month, first retaining, however, the proportion of such share which it is hereinbefore agreed the transit company is to have for its services in pumping said oil to the seaboard.

It is agreed that all such joint business shall be considered as having transported from Coalgrove, via Milton, Pa., to the Atlantic seaboard, and that it shall be considered as having gone either to Baltimore, Philadelphia, or New York, or partly to each. The proportion thereof which has constructively gone to New York shall be determined upon the following basis:

The total amount of oil transported in any month by the railroad company to New York shall be compared with fifty per centum of the total oil which the railroad company is entitled to carry in said month under the aforesaid other agreement. If the amount which has been in such month carried by cars to New York shall be less than fifty per centum then the difference shall be considered as having been moved by the pipe to New York at New York rates, and shall be accounted for accordingly. The remainder of the oil via Milton shall be accounted for at Philadelphia rates.

This contract shall commence and terminate simultaneously with said other contract.

268 Witness the corporate seals of said parties, duly attested,  
 the day and date above written.

THE PENNSYLVANIA RAILROAD  
 COMPANY,  
 By FRANK THOMSON, *President*.

Attest:

[L. s.] JOHN C. SIMS, *Secretary*.

THE NATIONAL TRANSIT COM-  
 PANY,  
 By G. A. GRISCOM, *President*.

Attest:

[L. s.] JOHN BUSHNELL, *Secretary*.

*Refined Oil Shipments for Export.*

All of the refined oil of any grade which "A" desires to export (the W. W. 150 not to exceed 6 per cent of "A's" monthly crude purchases, except as noted in the 5th clause) is to be sold to "S" delivered at Constable Hook, N. J., or Philadelphia, Pa., at "S's" option, on the following basis:

Where "A" has been shipping by rail, the oil is to be taken at the New York official export quotation for bulk oil, date of shipment, less  $\frac{1}{4}$  cent per gallon commission to "S," and less the rate of freight from shipping point to Philadelphia.

Where "A" has been shipping refined oil by pipe, the oil is to be taken at the New York official export quotation for bulk oil, date of shipment, less 1.10 cents per gallon (this includes a commission to "S" of  $\frac{1}{4}$  cent per gallon).

It is understood that the shipments of W. W. to the extent of 6 per cent of crude purchased are to be cumulative. It is desirable that "A" make shipments of W. W. in about equal monthly quantities, but if he finds this impracticable he can, to a reasonable degree, vary same.

"A" has the additional right, beginning from March 1st and ending December 31st, '04, to ship W. W. 150 oil equivalent to 4 per cent of his monthly crude purchases, and has the further right to anticipate this 4 per cent quantity for two months. To illustrate: He has the right to ship during the month of March 4 per cent of his crude purchases for March and 4 per cent of his April and May purchases. Should he not avail himself, however, of his 4 per cent right during the month of March such rights are lost to him. All of this 4 per cent W. W. 150 oil is to be taken on the above-named basis, less additional commission to "S" of  $\frac{1}{4}$  cent per gallon.

When "A" desires to sell at the time of shipment he is to invoice the oil in accordance with the foregoing, but make no draft for same, and "S" will remit for the oil as soon as it is received, allowing reasonable time for inspection as to quality and quantity.

270 Any oil which "A" wishes to sell at the market price the date of shipment, "S" has the option of taking f. o. b. "A's" refinery. On such oils, "S" will pay "A" the same net price as if shipped to Constable Hook or Philadelphia, but "S" will pay the freight from the refinery to destination, "A" guaranteeing at destination quality and quantity.

"A" may consign the oil to Constable Hook or Philadelphia (destination being at "S's" option), to be held not longer than three months. Such consigned oil will be invoiced in accordance with the foregoing, and said invoice shall be plainly marked "Consigned;" and if "A" desires he can draw for 75 per cent of said invoice (with the h/1 attached), but will pay 6 per cent per annum on such advance. "S" will store the oil free of charge during the three months and will be responsible for the safety of the oil from

fire or otherwise while stored. "A" is to have the liberty to sell this oil to "S" at any time during the three months, same to be paid for on the terms hereinbefore stated at the market price day "S" receives such notice, but if this privilege is not exercised during that time then at the expiration of three months from date of receipt of the oil by "S" the latter will account for the oil at the market price at the date of expiration on the terms hereinbefore stated, less advances and 6 per cent interest on same. "S" is privileged to use at any time any or all of "A's" consigned oil, accounting for the same in accordance with the above.

Where "A" is located on the pipe line, "S" is to furnish him tank cars free of charge. Where "A" is not located on the pipe line, he is to pay "S" \$10.00 per round trip for each car furnished him by "S."

It is understood that all oil shipped by "A" to Constable Hook or Philadelphia is at his risk until such oil arrives at destination.

The quality of all refined oil shipped or sold by "A" to "S" is to be such as to meet the requirements of the export trade for oil made of Pennsylvania crude at time of such shipments or sales.

This understanding to take effect December 14th, 1903, and to be terminated by either party on six months' notice, except as to the additional four per cent of W. W. oil referred to in the 5th clause, which expires by limitation December 31, 1904.

271 Dec., '04: Alteration made whereby all refiners are placed on the same basis as to freight charges, now being 81½ points instead of the regular Philadelphia freight of about 93 points.

April 4, '05: See separate circular covering further changes.

*Memorandum of Modifications Governing the Shipment of 150 Water-white Oil on Export Contract.*

1. Beginning with April 1st, 1905, 10 per cent on crude purchases may be shipped at ¼ cent commission charge.

2. If refiner does not exceed 6 per cent on crude purchased during the year, ⅓ cent refund of the ¼ cent commission charge will be paid to him on all oil shipped on the contract to domestic trade, the refund to be made April 5th, 1906.

3. On shipments made to the domestic trade previous to April 1, 1905, the ¼ cent commission charge stands.

*Interpretation.*

(a) Of the 10 per cent rights 6 per cent is cumulative as heretofore, but the remaining 4 per cent must be shipped during each quarter, beginning with April 1st, 1905. To illustrate: The additional 4 per cent for April, May, and June must be shipped on or before June 30, 1905, or the right to ship the 4 per cent or any part of it will expire.

(b) The understanding is that a refiner who requires more relief than his 10 per cent rights may ship on the unused rights of a refiner who does not have occasion to use all his rights, provided the latter gives written notice to the consignee to receive oil from the former

for the latter's account. All shipments made by one refiner for account of another are to be treated the same as if made by the refiner authorizing the use of his rights.

(c) The spirit of these changes being in the way of modification in favor of the refiner rather than the reverse, he, the refiner, having had under the original 4 per cent plan the right to anticipate such 4 per cent shipments by two months, the privilege by this modification of anticipating the full 10 per cent rights shipments by two months is now granted.

All other conditions remain as before.

### 73 Abel Shipments.

No change of any kind in mode of or conditions for shipments of 73 abel.

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### EXHIBIT 16.

BRADFORD, *October 1, 1887.*

Memorandum of agreement between the undersigned producers of petroleum, as follows:

Whereas the producers of petroleum, for the purpose of reducing the excessive stocks of petroleum now on hand and to place their industry upon a permanently better basis, have signed a contract not to drill any well for oil within one year from September 8, 1887, and have also entered into a contract to reduce their production a stipulated amount for a month for one year; and

Whereas the undersigned, owing to the presence of salt water in their wells, and the use of gas pumps, or for other special reasons, being unable to sign said contract to reduce our production, yet heartily desiring to cooperate in said general movement for the common benefit, hereby covenant and agree that we will not increase our production during any one month for the year said contract to reduce production is to operate.

Memorandum of agreement entered into this 1st day of November, A. D. 1887, between the Standard Oil Company, of New York, and T. W. Phillips, H. L. Taylor, David Kirk, Henry Fisher, Peter T. Kennedy, N. F. Clark, John L. McKinney, Rufus Scott, and J. R. Goldsborough, the executive committee named in the agreement hereinafter first referred to, as follows:

Whereas by an agreement, bearing even date herewith, providing for the reduction of the production of petroleum of the producers named therein to the extent of at least 17,500 barrels per day for one year from the date thereof, as compared with the daily average production of said producers for the months of July and August, 1887, the said Standard Oil Company, of New York, has set apart 5,000,000 barrels of merchantable crude petroleum, to be sold upon the order of the executive committee of the producers named in said agreement, the profits thereof to be deposited with the United  
273 States Trust Company, in New York City, in trust, to be paid over and distributed as therein provided; and whereas

an agreement between the said producers, based upon the said last-recited agreement, provides for the setting apart of the profits of 1,000,000 of the said 5,000,000 barrels, to go into the hands of the said executive committee, who are to distribute said profits upon the said 1,000,000 barrels of crude petroleum, whenever certain local assemblies may direct such distribution, to those connected with the petroleum industry for their cooperation in curtailing production, drilling, etc. Now this agreement witnesseth:

That the Standard Oil Company of New York, for the purpose of aiding the class of persons last referred to, hereby sets apart an additional 1,000,000 barrels of merchantable crude petroleum at 62 cents per barrel, subject to storage charges, general average assessments, and interest upon the same, as also interest upon the price of said petroleum, to be sold by and upon the order of the said executive committee or a majority of them, and the profits to be paid to the said executive committee, as sold, to be distributed to those connected with the petroleum industry for their cooperation in curtailing production, drilling, etc., the said profits to be applied pro rata to all contributing parties to the said movement to limit production, whether members of the Producers' Protective Association or not. The first one-quarter of the said 1,000,000 barrels may be sold at the end of three months from the date hereof if the reduction of the production of the said producers to the amount of 17,500 barrels, as provided in said agreement, shall have been attained as therein provided, and thereafter the remaining three-fourths, in equal parts, may be sold at the end of each three months or as soon thereafter as said executive committee shall determine, provided all the conditions of the first-recited agreement have been fully performed by said producers up to the date of each of said sales.

[SEAL.]

STANDARD OIL COMPANY OF  
NEW YORK,  
By WM. ROCKEFELLER, *President*.

GEORGE H. VILAS, *Secretary*.

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EXHIBIT 17.

Memorandum of agreement, made and entered into this 3st day of March, A. D. 1898, by and between the Puente Oil Company, a corporation duly organized and existing under the laws of the State of California, and having its office and principal place of business in the city of Los Angeles, county of Los Angeles, State of California, the party of the first part, and the Standard Oil Company of Iowa, a corporation duly organized and existing under the laws of the State of Iowa, and doing business in the State of California, the party of the second part, witnesseth:

That the said party of the first part hereby agrees to sell and deliver to the said party of the second part, and the said party of the second part hereby agrees to purchase and receive of and from the said party of the first part,

First. All the water white refined petroleum oil that the party of



the first part shall manufacture at its refinery at Chino, State of California, the total amount not to exceed 600,000 gallons per year, or at the rate of 50,000 gallons per month.

Secondly. All and singular all the 67° treated and deodorized naphtha that the party of the first part shall manufacture at its said refinery at Chino, not exceeding 360,000 gallons of said 67-degree naphtha per annum, the same to be received monthly by the party of the second part, as manufactured by said party of the first part.

Thirdly. The said party of the second part also agrees to take from the party of the first part all of the 58-degree deodorized naphtha that it can use in its business at Los Angeles, and the said party of the second part agrees that if the party of the first part makes sufficient of said 58-degree deodorized naphtha for its use in Los Angeles, that it will not import any 58° deodorized naphtha from any other source.

The price to be paid to the party of the first part by the party of the second part for the products aforesaid shall be as follows, to wit:

(1) For all of the said water-white refined petroleum oil  
275 the price shall be seven cents per gallon for all deliveries in bulk in tank cars, made at Chino, San Bernardino County, State of California.

(2) For all and singular the said 67 degree treated and deodorized naphtha the price shall be seven cents per gallon for all deliveries in bulk in tank cars at Chino, San Bernardino County, Cal.

(3) For all and singular all said 58 degree deodorized naphtha the price shall be seven cents per gallon delivered in tank cars at Chino, San Bernardino County, California; but as to the delivery of said deodorized naphtha it is hereby agreed that should the party of the second part desire to take the same in quantities less than car-load lots, then it shall have the privilege of taking the same at said refinery at Chino in drums or barrels at the price above mentioned, said drums or barrels to be furnished by it for that purpose.

The party of the second part shall furnish all cars that may be needed for the transportation of all the said water-white refined petroleum illuminating oil, 67 degree treated and deodorized naphtha and 58 degree treated and deodorized naphtha mentioned in this contract.

The said water-white refined petroleum oil shall be water white in color, of a specific gravity not less than 44 degrees, with a fire test of not less than from 113 degrees to 115 degrees, by the Saybolt electric cup, and be fully equal in burning quality to the sample furnished to the party of the second part on or about the 31st day of March, 1898. There shall also be furnished five-gallon samples of the 67 degree treated and deodorized naphtha and of the 58 degree treated and deodorized naphtha, and all deliveries made during the time this contract shall be in force shall be fully equal to the samples furnished.

It is also understood that the party of the first part will endeavor to improve the burning quality of the said water-white refined petroleum that it will furnish the party of the second part.

It is a condition of this agreement that the party of the first part will not deal in any of the above-named products except those of its own manufacture at the refinery aforesaid, but this clause shall in no manner affect the right of the party of the first part to  
 276 manufacture and sell such quantities of distillate of the quality and gravity heretofore manufactured and sold by it as it sees fit.

Payment shall be made by the party of the second part to the party of the first part on the 13th day of each month for all deliveries of said products made during the preceding calendar month and in gold coin of the United States of the present standard of fineness.

All deliveries shall be made, as nearly as it is possible to do so, in regular monthly quantities. But it is hereby agreed between the parties hereto that the party of the second part shall take and receive the goods hereinbefore mentioned, in the manner hereinbefore specified, at stated intervals during each month, as the same is ready for delivery by the party of the first part, so that the party of the first part shall not be compelled to hold large quantities of said goods in storage at its said refinery.

This agreement shall go into effect on the 1st day of April, 1898, or as soon thereafter as the same is executed and delivered, if not delivered on that date, and shall continue in force and effect for the term of two years thereafter.

Everything herein contained which shall in any manner bind or affect either of the parties hereto shall, in like manner, bind and affect their and each of their respective successors and assigns.

It is hereby understood and agreed that in defining the degree of water white, gasoline, and naphtha mentioned in this agreement, the Baumé scale is intended as the basis of measurement; that is to say, where "67-degree naphtha" is mentioned it is understood to be "67-Baumé naphtha," etc.

In witness whereof, each of the parties hereto *have* hereunto caused its corporate name to be subscribed, and its corporate seal affixed, the day and year first hereinbefore written, in duplicate.

(Signed)

PUENTE OIL CO.,  
 By WM. R. ROWLAND,  
*President.*  
 H. G. GRAVES,  
*Secretary.*  
 STANDARD OIL CO.,  
 By H. M. TILFORD,  
*Vice-Prest.*

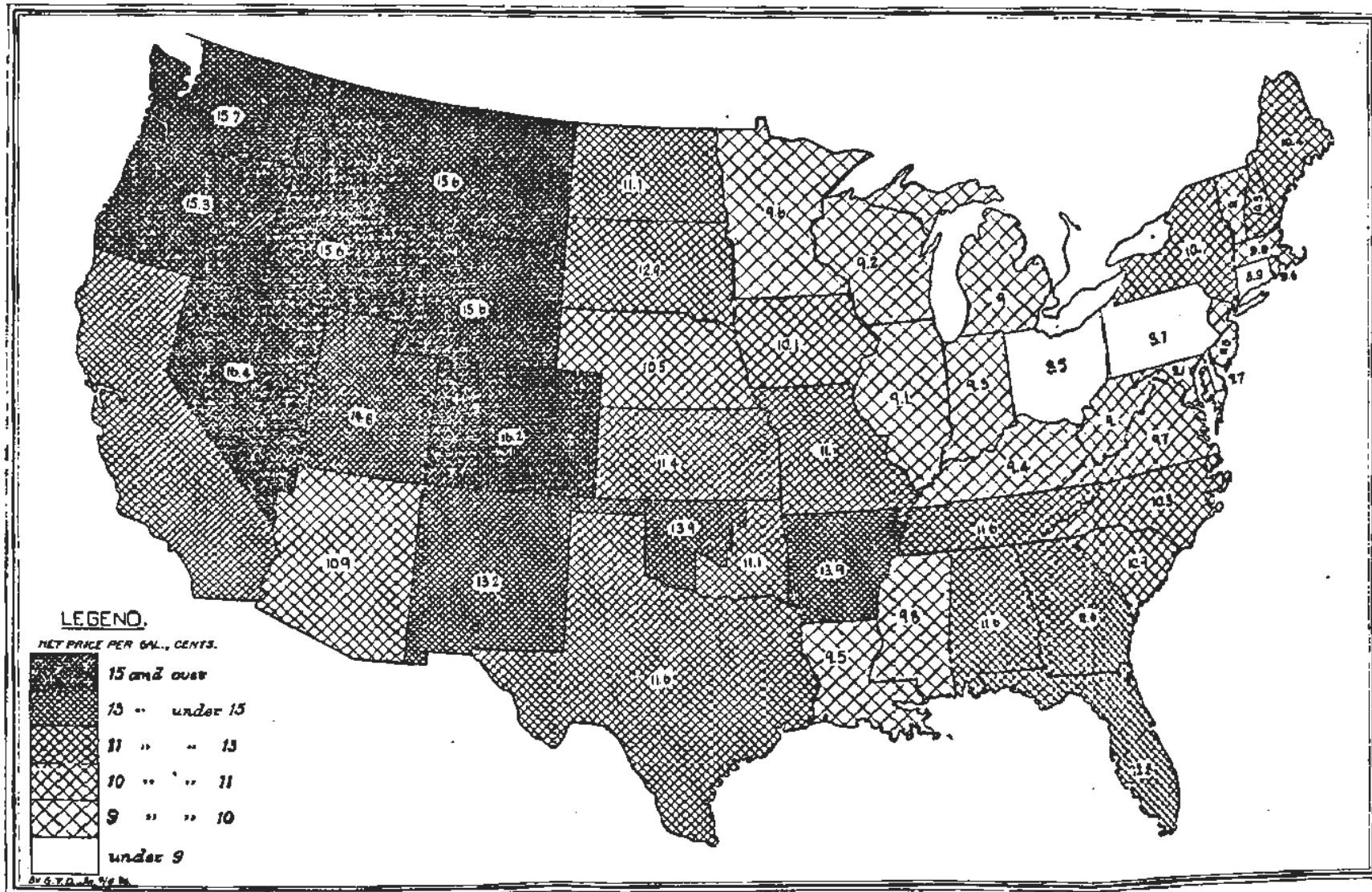
Attest:

A. H. BRAINARD,  
*Ass't Secretary.*

(Here follows diagram marked p. 277.)

EXHIBIT 18.

Comparative average prices charged by the Standard Oil Company on or about December 15, 1904, for medium grade illuminating oil, in bulk, delivered to retail dealers, deducting freight from refinery.



No. 725  
Standard Oil Co. of Ind. } p. 277  
" United States }