

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1958

No. 76

— 965

KLOR'S INC., PETITIONER,

vs.

BROADWAY-HALE STORES, INC., ADMIRAL CORPORATION, ADMIRAL DISTRIBUTORS, INC., ET AL.

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

**PETITION FOR CERTIORARI FILED MAY 31, 1958
CERTIORARI GRANTED OCTOBER 13, 1958**

No. 15380

United States
Court of Appeals
for the Ninth Circuit

KLOB'S, INC.,

Appellant,

vs.

BROADWAY-HALE STORES, INC., et al.,

Appellees.

Transcript of Record

Appeal from the United States District Court for the
Northern District of California,
Southern Division

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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For Appellee Dallman.

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For Appellee Leo J. Meyberg Co.

In the District Court of the United States, Northern District of California, Southern Division

No. 35274

KLOR'S INC., Plaintiff,

vs.

BROADWAY-HALE STORES, INC., a Delaware Corporation, et al., Defendants.

COMPLAINT

For Damages and Injunctive Relief under the Sherman, Clayton and Robinson-Patman Anti-Trust Laws of the United States.

Jury Trial Demanded

The above-named plaintiff complains of the above-named defendants and each of them as follows:

Count One

I.

Jurisdiction and Venue

1. This complaint is filed and these proceedings are instituted against the above-named defendants under Sections 15 and 26 of Title 15, U.S.C.A., being part of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraint and Monopolies", as amended, commonly known as the Sherman Act and the Clayton Act. The purpose of this action

is to recover damages against the above-named defendants for injuring plaintiff in its business of selling at retail radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances (sometimes herein referred to as the products) at its store at 2581 Mission Street, San Francisco, California, which injury proximately resulted from defendants' violation of the anti-trust laws of the United States, and to restrain and enjoin the defendants from continuing the illegal monopoly and the combination, conspiracies and contracts in restraint of plaintiff's trade and commerce.

2. The business of manufacturing, distributing and selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances and the activities of each branch of said industry are within or directly affect trade and commerce among the several states. In the course of manufacturing, distributing and selling said products, there is a continuous stream of trade and commerce between the states and between the territories of the United States, consisting of the assemblage of personnel, property and materials at the factories for the production of said products, the transportation of said products to factory branches, distributors and other selling organizations throughout the United States, the transportation of said products from factory branches and distributors to retailers, the interchange and transfer of said products between factory branches and distributors and other factory

branches and distributors located in other states and territories of the United States, are all within and directly affect interstate commerce.

3. Each of the defendants transacts business and maintains offices in the above-described district and division.

II.

Description of the Parties

4. The plaintiff, Klor's, Inc., is a California corporation whose place of business is at 2581 Mission Street, San Francisco, California. Plaintiff operates and since 1952 has operated a store at that address and engages in the business of selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances at retail. For some years prior to 1952, at which time plaintiff was incorporated, said business was operated by its now president and principal officer, George Klor, as an individual. From the standpoint of equipment, location and management, plaintiff's business has at all times been capable of selling at retail a large volume of all lines of the products.

5. The defendant, Broadway-Hale Stores, Inc., hereinafter referred to as Hale, is a Delaware corporation, operating, among other things, a chain of stores in the western area of the United States selling at retail radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances; one of said stores is located at 2565 Mission Street, San Francisco, California, and is in competition with

plaintiff. Admiral Corporation, hereinafter referred to as Admiral, is a Delaware corporation, engaged in the manufacture, distribution and sale of Admiral radios, television sets, refrigerators, electric ranges and phonographs. Admiral Distributors, Inc., hereinafter referred to as Admiral Distributors, is a Washington corporation, a wholly owned subsidiary of Admiral, and is engaged in the distribution and sale of Admiral radios, television sets, refrigerators, electric ranges and phonographs. Zenith Radio Corporation, hereinafter referred to as Zenith, is an Illinois corporation, engaged in the manufacture, distribution and sale of Zenith radios and television sets. Zenith Radio and Distributing Corporation, hereinafter referred to as Zenith Distributing, is an Illinois corporation, a wholly owned subsidiary of Zenith, and is engaged in the distribution and sale of Zenith radios and television sets. Whirlpool Corporation, hereinafter referred to as Whirlpool, is a New York corporation, engaged in the manufacture, distribution and sale of Whirlpool clothes washers and dryers. H. R. Basford Company, hereinafter referred to as Basford, is a Nevada corporation, an affiliate and agent of Zenith and Whirlpool, and is engaged in the distribution and sale of Zenith radios and television sets and Whirlpool clothes washers and dryers. Radio Corporation of America, hereinafter referred to as RCA, is a Delaware corporation, engaged in the manufacture, distribution and sale of RCA radios and television sets. Leo J. Meyberg Company, hereinafter referred to as Meyberg, is a

California corporation, an affiliate and agent of RCA, and is engaged in the distribution and sale of RCA radios and television sets. Emerson Radio and Phonograph Corporation, hereinafter referred to as Emerson, is a New York corporation, engaged in the manufacture, sale and distribution of Emerson radios and television sets. Jefferson-Travis, Inc., hereinafter referred to as Jefferson-Travis, is a New York corporation, a wholly owned subsidiary of Emerson, and is engaged in the distribution and sale of Emerson radios and television sets. Philco Corporation, hereinafter referred to as Philco, is a Pennsylvania corporation, engaged in the manufacture, distribution and sale of Philco radios, television sets and refrigerators. Philco Distributors, Inc., hereinafter referred to as Philco Distributors, is a Delaware corporation, a wholly owned subsidiary of Philco, and is engaged in the distribution and sale of Philco radios, television sets and refrigerators. Dallman Supply Company, hereinafter referred to as Dallman, is a California corporation, an affiliate and agent of Philco and Philco Distributors, and is engaged in the distribution and sale of Philco radios, television sets and refrigerators. Rheem Manufacturing Company, hereinafter referred to as Rheem, is a California corporation, engaged in the manufacture, distribution and sale of Wedgewood gas stoves. General Electric Company, hereinafter referred to as GE, is a New York corporation, engaged in the manufacture, distribution and sale of General Electric radios, television sets, refrigerators, electric ranges,

clothes washers and dryers and electrical appliances. General Electric Distributing Corporation, hereinafter referred to as GED, is a New York corporation, a wholly owned subsidiary of GE, and is engaged in the distribution and sale of General Electric radios, television sets, refrigerators, electric ranges, clothes washers and dryers and electrical appliances. Olympic Radio and Television, Inc., hereinafter referred to as Olympic, is a New York corporation, engaged in the manufacture, distribution and sale of Olympic radios and television sets. Olympic Television of Northern California, hereinafter referred to as Olympic Television, is a California corporation, a wholly owned subsidiary of Olympic, and is engaged in the distribution and sale of Olympic radios and television sets. Tappan Stove Company, hereinafter referred to as Tappan, is an Ohio corporation, engaged in the manufacture, distribution and sale of gas stoves. O'Keefe and Merritt Company, hereinafter referred to as O'Keefe and Merritt, is a California corporation, is an affiliate and agent of Tappan, and is engaged in the distribution and sale of gas stoves. The defendants, other than the defendant Hale, are sometimes hereinafter referred to as the manufacturer-distributor defendants.

III.

The Conspiracy

6. As hereinbefore stated, for some years prior to the incorporation of plaintiff, plaintiff's president and principal officer, George Klor, was en-

gaged in the business of selling radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances at retail, as an individual, in the San Francisco Bay area. Plaintiff, and plaintiff's president and principal officer, George Klor, have built up a reputation for honesty, fair dealing, integrity and "know how" within the trade in this area and was enjoying the accompanying prosperity, and with access to credit and enjoying a good reputation, plaintiff was in a position to prosper in ordinary competition.

Beginning at a period prior to 1952, and continuing uninterrupted up to and including the date of the filing of this complaint, the defendants, all well knowing the facts herein alleged, have restrained trade and commerce in the interstate distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances in the San Francisco Bay Area by contracting, combining, conspiring together, and each with the other, in restraint and monopoly of such trade and commerce contrary to Sections 1 and 2 of the Act of Congress, commonly known as the Sherman Act, 15 U.S.C.A., Sections 1 and 2, and have thereby substantially lessened, limited and restrained competition in said trade and commerce, and have prevented plaintiff from obtaining radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances for resale; and have discriminated

against plaintiff and in favor of plaintiff's competition in the sale and distribution of the products; and have refused to sell to or to enter into any contract to sell the products to plaintiff. Such combination, conspiracy and agreement tend to and do actually restrain and monopolize interstate commerce in the distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances in favor of Hale. More particularly, the manufacturer-distributor defendants in pursuing a policy in favor of Hale and against plaintiff, have done and are continuing to do the following acts:

a. They have furnished paid salesmen and demonstrators to Hale in connection with the sale or offering for sale of their products bought for resale, such salesmen and demonstrators not being accorded to plaintiff, a competitor of Hale, on proportionately equal terms;

b. They have sold their products to Hale at a price substantially lower than the price paid by plaintiff;

c. They have contracted to pay, paid and granted to Hale substantial advertising and other allowances in connection with the sale of their products, such advertising and other allowances not being accorded to plaintiff on proportionately equal terms;

d. They have refused to accept the business of and to sell their products to plaintiff, while freely selling their products to Hale;



e. They have discriminated against plaintiff in favor of Hale;

f. They have favored Hale and discriminated against plaintiff with respect to availability, price, terms and conditions in connection with the sale and distribution of their products;

g. They have permitted Hale to enjoy a monopolistic position in the sale and distribution of the products;

h. They have permitted Hale to use a monopolistic buying power so as to secure discriminatory terms over plaintiff;

i. They have refused to enter into any contract with plaintiff so as to make their products available to plaintiff.

7. Plaintiff alleges representatives of the manufacturer-distributor defendants have inspected and are familiar with plaintiff's place of business and know that it is at least comparable to the stores operated by Hale in plaintiff's competitive area.

8. The defendant Hale operates a chain of key stores in the west coast area of the United States. It enjoys a monopolistic buying power by reason of the large number of retail outlets it operates. It has used its monopolistic buying power to negotiate terms and conditions of acquisition and purchase of the products manufactured, distributed and sold by the manufacturer-distributor defendants. It has also used its monopolistic buying power to deny to plaintiff its competitive position in the acquisition, purchase and sale of the products man-

ufactured, distributed and sold by the manufacturer-distributor defendants and, in particular, has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff. The manufacturer-distributor defendants have dealt with Hale throughout the period of time alleged on a chain basis and have manufactured, distributed and sold the products for resale in the San Francisco Bay Area in consideration of manufacturing, distributing and selling the products to Hale for resale in other parts of the West Coast area of the United States.

9. By reason of the monopoly of buying power of defendant Hale, and the illegal and discriminatory tactics, combinations, conspiracies and agreements in restraint of trade by the manufacturer-distributor defendants acting in collaboration, the business of plaintiff has been seriously impaired, injured and damaged, and the plaintiff has suffered great damage in loss of profits, good will, reputation and prestige of its store as a retail dealer in radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electrical appliances. Plaintiff has been paying unreasonable and discriminatory prices and has been subjected to unfair, unreasonable and discriminatory practices to the damage and loss of plaintiff and to the advantage of defendants, all by reason of the defendants' violation of the anti-trust laws.

10. Plaintiff's damage within the three years preceding the filing of this complaint as a result of the violations of the anti-trust laws is One Hundred Fifty Thousand Dollars (\$150,000.00).

Wherefore plaintiff prays:

1. That summons issue to each of the defendants commanding it to appear herein and to answer the allegations contained in this complaint, and to abide by and perform such orders and decrees as the Court may make in the premises;

2. That the plaintiff receive with interest as damages for the injury to its business the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), that the sum be trebled, and that the Court award a reasonable attorneys' fee in accordance with Section 4 of the Clayton Act, 15 U.S.C.A., Section 15, in such cases made and provided;

3. That the defendants, and each of them, be permanently enjoined and restrained from each and every one of the unlawful practices alleged in the plaintiff's complaint;

4. That the aforesaid combination and conspiracy, contracts, agreements, arrangements and understandings in restraint of interstate trade and commerce, conspiracy to monopolize, attempts to monopolize and monopolization of interstate trade and commerce be adjudged and decreed to be unlawful, and that the contracts, agreements, arrangements and understandings and practices alleged in this complaint be adjudged and decreed to be in violation of Sections 1 and 2 of the Sherman Act.

5. That the Court adjudge and decree that the defendants have combined and conspired to restrain unreasonably and have conspired to monopolize and have monopolized interstate trade and commerce in the manufacturing, distributing and selling of the products in violation of Sections 1 and 2 of the Sherman Act.

6. That the defendants and any of their subsidiaries or affiliated companies, their officers, directors, agents and employees and their respective successors, assignees or transferees be enjoined from agreeing, combining, conspiring or contracting with each other or with any other person or corporation whatsoever to restrain, control or eliminate competition among themselves or others, from restraining in any way and from agreeing on the prices, terms or conditions in the manufacturing, distributing and selling of the products in the State of California or from conspiring or attempting to monopolize, or monopolizing the interstate trade and commerce herein alleged;

7. That the Court issue a preliminary injunction prohibiting the defendants, and each of them, and their officials, directors, agents and employees from continuing to discriminate against plaintiff by agreement or concert of action;

8. That plaintiff recover its costs herein; and

9. That the plaintiff have such other and further relief as the Court may deem proper.

* * * * *

Wherefore, plaintiff demands judgment against defendant, in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), plus a reasonable attorneys' fee, and the costs of this action.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

Plaintiff demands a Jury Trial.

[Endorsed]: Filed February 23, 1956.

[Title of District Court and Cause.]

AMENDMENT TO COMPLAINT

Plaintiff, Klor's, Inc., amends its complaint filed herein in the following manner: Count One, page 10, lines 18 and 19, strike out the words and numerals "One Hundred Fifty Thousand Dollars (\$150,000.00)" and substitute in lieu thereof the words and numerals "Two Hundred Fifty Thousand Dollars (\$250,000.00)".

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

Certificate of Service by Mail attached.

[Endorsed]: Filed April 13, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS

To: Plaintiff Klor's, Inc., and to its attorney Irvin Goldstein, Esquire:

Please Take Notice that on May 21, 1956 at 9:30 a.m. or as soon thereafter as counsel can be heard, defendant Broadway-Hale Stores, Inc. will move, on the Master Calendar of the above-entitled Court, Seventh and Mission Streets, San Francisco, California, as follows:

1. To dismiss Count One of the complaint as against defendant Broadway-Hale Stores, Inc., for failure to state a claim for relief against said defendant.

* * * * *

[Endorsed]: Filed May 3, 1956.

[Title of District Court and Cause.]

MEMORANDUM OF DEFENDANT BROADWAY-HALE STORES, INC., IN SUPPORT OF MOTIONS TO DISMISS, TO SEPARATELY STATE, AND FOR MORE DEFINITE STATEMENT

* * * * *

There is still another major deficiency in Count One's attempted statement of a claim under the Sherman Act. The cases are legion that no cause of action under the Sherman Act exists unless

there is an injury to the public interest, and that the Act does not care whether the plaintiff or someone else does the business so long as interstate commerce continues. That is to say, there must not only be injury to the plaintiff, but to the public also.

* * * * *

[Endorsed]: Filed May 3, 1956.

[Title of District Court and Cause.]

STIPULATION FOR AMENDMENT OF COMPLAINT AND EXTENDING THE TIME OF WHIRLPOOL-SEEGER CORPORATION TO PLEAD

Whereas, since the filing of its complaint herein plaintiff has become apprised of facts indicating the necessity of amending its complaint herein to substitute Whirlpool-Seeger Corporation as a defendant herein in the place and stead of the defendant named as Whirlpool Corporation, and likewise to include in said complaint as so amended appropriate charging allegations against said Whirlpool-Seeger Corporation; and

Whereas, a number of the defendants above named heretofore have made and filed motions attacking the sufficiency of the complaint herein upon various grounds, all of which motions are still pending and undetermined; and

Whereas, it is deemed advisable to delay the above amendment to the complaint until said pending motions have been determined;

Now, Therefore, it is hereby stipulated by and between the plaintiff above named and said Whirlpool-Seeger Corporation, through their respective counsel, as follows:

1. That plaintiff may amend its complaint herein in the manner above mentioned at any time within fifteen days from the time that the aforesaid motions of the other defendants which are presently pending are determined.

2. That upon such amendment being made and service thereof upon the undersigned attorneys for said Whirlpool-Seeger Corporation, said corporation shall have twenty days from the time of such service within which to plead or otherwise move to the complaint herein as so amended.

Extension of thirty-nine days to plead heretofore granted by stipulation of counsel.

Dated this 9th day of May, 1956.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

BACIGALUPI, ELKUS &
SALINGER,

/s/ CLAUDE N. ROSENBERG,
Attorneys for Whirlpool-Seeger
Corporation

It Is So Ordered this 14th day of May, 1956.

/s/ EDWARD P. MURPHY,
Judge of the Above Court

[Endorsed]: Filed May 14, 1956.

[Title of District Court and Cause.]

MEMORANDUM ORDER

The complaint in this action names twenty-one defendants and contains forty-one counts. Count I alleges that all of the defendants conspired in violation of the Sherman Act, 15 U.S.C. §§1 and 2. Counts 2 through 31 allege that twenty of the defendants, in pairs of two, violated the Robinson-Patman Act, 15 U.S.C. §13(a), (d), and (e); each pair of two defendants is alleged to have sold products to defendant Broadway-Hale Stores, Inc., on discriminatory terms, namely, prices, advertising allowances, and paid salesmen, which were not given to plaintiff on proportionately equal terms. Each of Counts 32 through 41 alleges that defendant Broadway-Hale Stores, Inc., violated 15 U.S.C. §13(f), by receiving from each pair of two defendants lower discriminatory prices than plaintiff was required to pay.

* * * * *

Dated: May 22, 1956.

/s/ O. D. HAMLIN,
United States District Judge

[Endorsed]: Filed May 22, 1956.

[Title of District Court and Cause.]

PRE-TRIAL ORDER

This cause came on to be heard on May 21, 1956 upon motion of certain defendants for separate statement of claims and to dismiss various counts of the complaint, and, after argument thereon, the Court hereby makes the following Pre-Trial Order, pursuant to stipulation of the parties:

1 (a). That Count One of the Complaint is and shall in all further proceedings be interpreted and construed as one seeking relief solely with respect to a conspiracy under the Sherman Act (Act of June 2, 1890, c. 647, as amended, 15 U.S.C.A. Sections 1 and 2), and not as seeking to assert any claim for relief under the Robinson-Patman Act (Act of June 19, 1936, c. 592, §1, 15 USC §13).

(b) That Count One of the Complaint is amended by striking the words "combinations, conspiracies and agreements" in paragraph 9, page 9, lines 25 and 26, and substituting in lieu thereof the words "combination, conspiracy and agreement, as hereinabove alleged".

(c) This Order is without prejudice to the rights of the defendants, or any of them, to call up for hearing their motions to dismiss Count One for failure to state a claim for relief.

* * * * *

Dated: June 11th, 1956.

/s/ LOUIS E. GOODMAN,

United States District Judge

[Endorsed]: Filed June 11, 1956.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the plaintiff, Klor's, Inc., the defendant named herein as Whirlpool Corporation, and the defendant Broadway-Hale Stores, Inc., that the complaint herein be amended in the following manner:

Page 1, line 18, strike out the words "Whirlpool Corporation, A New York Corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation, a Delaware Corporation";

Count One, page 4, lines 21 and 22, strike out the words "Whirlpool Corporation, hereinafter referred to as Whirlpool, is a New York corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation, hereinafter referred to as Whirlpool, is a Delaware corporation";

Count Eight, page 25, line 20, strike out the words "Whirlpool Corporation" and substitute in lieu thereof the words "Whirlpool-Seeger Corporation"; page 25, line 21, strike out the words "New York" and substitute in lieu thereof the word "Delaware";

Count 34, page 87, line 14, strike out the words "Whirlpool Corporation" and substitute in lieu thereof the words "Whirlpool - Seeger Corporation"; page 87, line 15, strike out the words "New

York" and substitute in lieu thereof the word "Delaware".

/s/ IRVIN GOLDSTEIN,

Attorney for Plaintiff

/s/ CLAUDE N. ROSENBERG,

Attorney for Whirlpool-Seeger
Corporation

/s/ RICHARD HAAS,

Attorney for Broadway-Hale
Stores, Inc.

It is so Ordered this 15th day of June, 1956.

/s/ EDWARD P. MURPHY,

Judge

[Endorsed]: Filed June 15, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS TO DISMISS AND
FOR SUMMARY JUDGMENT

To plaintiff Klor's, Inc. and to its attorney, Irvin Goldstein, Esq.:

Please Take Notice that on Thursday, August 16, 1956, at 10:00 a.m. or as soon thereafter as counsel can be heard, in the courtroom of the Honorable Louis E. Goodman, Seventh and Mission Streets, San Francisco, California, defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corpora-

tion), Whirlpool-Seeger Corporation, H. R. Bassford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco Corporation, The Dallman Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merritt Company, and each of them, will move the Court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving parties are entitled to a judgment as a matter of law.

These motions will be based upon all the pleadings, papers and orders on file herein, and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia, attached hereto.

Dated: July 16, 1956.

/s/ CLAUDE N. ROSENBERG,
Attorney for Defendant Whirlpool-
Seeger Corporation

/s/ PETER S. SOMMER,
Attorney for Defendant Jefferson-
Travis, Inc.

/s/ GARRETT McENERNEY II,
Attorney for Defendant Philco Corporation

/s/ RICHARD HAAS,
Attorney for Defendant Broadway-Hale Stores, Inc.

/s/ GIRVAN PECK,
Attorney for defendants Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Tappan Stove Company and O'Keefe & Merritt Company

/s/ DAVID B. GIDEON,
Attorney for Defendant H. R. Basford Co.

/s/ DAVID LIVINGSTON,
Attorney for Defendant The Dallman Company

/s/ HERBERT E. HALL,

/s/ JOHN D. GALLAHER,

Attorneys for Defendant Rheem Manufacturing Company

/s/ H. W. GLENSOR,

Attorney for Leo J. Meyberg Company

/s/ PHILIP EHRLICH,

Attorney for Defendant Olympic Television of Northern California

/s/ JOHN A. SUTRO,

Attorney for Defendant Radio Corporation of America

/s/ EVERETT A. MATHEWS,
Attorney for General Electric Com-
pany and General Electric Dis-
tributing Corporation

Certificate of Service attached.

[Title of District Court and Cause.]

AFFIDAVIT OF ROY O. HURD IN SUPPORT
OF MOTION FOR SUMMARY JUDGMENT

State of California

City and County of San Francisco—ss.

Roy O. Hurd, being first duly sworn, deposes
and says:

1. I am now, and have for 27 years continuously
last past been, the manager of the appliance divi-
sion of defendant Broadway-Hale Stores, Inc.

2. As such, my duties include the general super-
vision of purchases of household appliances by said
defendant. It is my duty to, and I do in fact, keep
myself informed with respect to the various brands
and types of household appliances which are on
the market for sale to the public in San Francisco,
and I have personal knowledge of all matters herein
set out.

3. As of February 23, 1956, the following brands
of household appliances were being offered for sale
at retail in San Francisco:

(a) Radios, Television Sets and Phonographs.

(1) Named in the Complaint on File Herein: Admiral, Emerson, General Electric, Olympic, Philco, RCA, Zenith.

(2) Not Named in the Complaint on File Herein: Arvin, Bendix (radio and television only), Capehart, C.B.S., Crosley, Du Mont, Hallicrafter (radio and television only), Hoffman, Kaye-Halbert, Magnavox, Motorola, Packard-Bell, Raytheon, Scott, Sentinel, Sparton, Stromberg - Carlson, Sylvania, Trav-ler, Westinghouse.

(b) Refrigerators.

(1) Named in the Complaint on File Herein: Admiral, Philco, General Electric.

(2) Not Named in the Complaint on File Herein: Amana, Bendix, Coldspot, Coolerator, Crosley, Cyclops, Deepfreeze, Frigidaire, Gibson, General Chef, Hotpoint, International Harvester, Kelvinator, Leonard, Norge, Servel, Westinghouse, Zenith (Machine Company).

(c) Stoves.

(1) Named in the Complaint on File Herein: Admiral, Rheem, Tappan, General Electric, O'Keefe & Merritt.

(2) Not Named in the Complaint on File Herein: Bendix, Chambers, Chef's Pride, Crosley, Frigidaire, Gibson, Holland, Hotpoint, Kelvinator, Lectro-Host, Magic Chef, Maytag, Norge, Occidental, Pan

American, Perfection, Roper, Royal, Thermador, Vista, Welbilt, Western-Holly, Westinghouse.

(d) Clothes Washers-Dryers.

(1) Named in the Complaint on File Herein: General Electric, Whirlpool.

(2) Not Named in the Complaint on File Herein: ABC, American Beauty, Apex, Beam, Bee-Vac, Bendix, Blackstone, Conlon, Crosley, Dexter, Easy, Frigidaire, Hamilton, Handyhot, Hoover, Horton, Hotpoint, Kelvinator, Kenmore, Launderall, Little Giant, Maytag, Monitor, Norge, Speed Queen, Sterro, Thor, Trayway, Universal, Zenith (Machine Company).

4. Attached hereto are pages 612, 613, 614, 619, 620, 621, 758, 759, 760, 761, 762, 845, 846, 847 and 848 of the Classified Section of the San Francisco Telephone Directory dated September 1955.

/s/ ROY O. HURD

Subscribed and sworn to before me this 19th day of June, 1956.

[Seal] /s/ M. KAHLMEIER,
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission Expires November 19, 1959.

Radio Dealers—(Cont'd)

Radio Dealers—(Cont'd) CAPEHART RADIOS— WHOLESALE DISTRIBUTORS THOMSON-DIGGS CO THE 424 Townsend YUnion 2-6868

CAR RADIO SERVICE 280 Valencia Markt 1 9763 CENTRAL MUSIC CO 2185 Chestnut West 1 0921 COLUMBIA ELECTRIC 88 3336 Steiner, Jorden 7-2665

CROSLY RADIOS— DISTRIBUTOR CALIFORNIA ELECTRIC SUPPLY CO 1585 Fallon UNorth 3-2023 DEALER SCHWABACHER-FREY CO 735 Market Douglas 2-4848

Dave's Radio & Television 1451 Felt, Grayton 4-1362 DONKEY A.C. 5911 Geary Blvd Gray 2-0656 ELAFCY RADIO & APPLIANCE 233 West Portal Av OWind 1-9064

EMERSON RADIO BETTER STYLE... TONE... PERFORMANCE... VALUE... Sold only through Authorized Emerson Radio Dealers.

FOR INFORMATION CALL DISTRIBUTORS EMERSON WEST COAST DIV OF J.L. PETERSON TRAVIS INC 1111 Frank YUnion 2-1400

DEALERS Freedom's Radio Supply Co 280 Golden Gate Av Gray 3-5672 Sutter Music Co 3472 Sutter Av Filmore 6-2320 WALKMAN FURNITURE 88 MI 311 7-4477

FIGUE BUD CO 2204 Chestnut JO rden 7-2148 FREEDMAN'S RADIO SUPPLY CO 280 Golden Gate Av Gray 3-5672 G & N Radio & Television Repair Service 3418 Balboa SK yline 2-2284

GENERAL ELECTRIC RADIOS Outstanding radios for listening pleasure, clock-radios, portables, "Dial Master" 1400 model, AM FM radio above combinations with the G-E Electronic Reproducer and Dual Reversible Stylus.

WHERE TO BUY THEM SALES & SERVICE DEALERS A & B Vertes Electric Co 4334 Geary Blvd EYern 6-9493 Ace Radio Co 2257 Market UN dnt 1-7031 AMERICAN APPLIANCE & SUPPLY CO 1150 Sutter PProject 5-3731

TO REPAIR LINOLEUM If you have a break in the edge of linoleum, take a good-sized piece of cloth (to reach well beyond the break at all points), cover it with glue and put it beneath the linoleum. Weight it down with heavy objects until it has had time to dry and set.

HALLICRAFTERS "THE RADIO MAN'S RADIO" Highly sensitive, precision built, home radios, high fidelity and communication equipment.

WHERE TO BUY THEM DISTRIBUTOR KAEMPER & BARRETT 233 Industrial Juniper 6-6200 DEALERS Dave's Radio & Television 1451 Felt Grayton 4-1362

FENECH FURNITURE CO 2635 San Bruno Av Jilloyer 4-7024 Mark Martin Tire Co 999 Geary Gray 3-5641 West Portal Radio & Record Shop 78 West Portal Av OWind 1-2595

FACTORY REPRESENTATIVES COMMUNICATION DISTRIBUTORS S F RADIO & SUPPLY CO 1728 Market UNdnt 3-6000 WEST COAST RADIO & ELECTRONICS 409 Market YUnion 4-1352 ZACK RADIO SUPPLY CO 1424 Market Markt 1-1424

Harmony Radio & Record Shop 661 Clement Bay 2-1244 Harry's Radio Shop 2254 Caroga JU dnt 7-8000 James Television Appliance 234 Cortland Av Miss 8-2443

KEYKEY BROS 326 Market YU ion 6-0749 Latic American Radio & TV 550 Polk Klendze 2-2252 Listening Post The 290 Fillmore WAt 1-3558 Mac's Radio & Appliance Exchange 913 Cole Lombard 4-1740

MARINA RADIO & TELEVISION 2134 Lombard Filmore 6-2131 Marina's Radio Service 8199-3d VA Jencia 4-3142 Mark Martin Tire Co 999 Geary GR 449-3-5641

MOTOROLA RADIOS Exclusive Manufacturers of quality Electronic Products. Complete line — PROVEN DEPENDABILITY Home, Auto, Portable and Clock Radios, Phonographs and High Fidelity.

WHERE TO BUY THEM DISTRIBUTORS LANCASTER W J CO 3150-2d ATwr 8-6590 DEALERS Ace Radio Co 2267 Market UNdnt 1-7031

AMER APPLIANCE & SUPPLY CO 1350 Sutter PProject 5-3731 Bridge Radio & Television 4327 Geary St SKyln 2-2348 COOK'S RADIO & TELEVISION 6189 Mission Daily City JUNiper 4-8871

EXPLOSION IN OVEN If you burn the inside of the oven with an exploded potato or something, soak a cloth in ammonia and let it stay on the burned places an hour or so, after which you can scrape the spots clean without harming the enamel.

MOTOROLA RADIOS—(Cont'd) AUTO RADIO ONLY Auto Radio Sales Service 2134 Bryant UNdnt 3-5143

BRIDGE RADIO & TELEVISION 704 Drive In Service 81st 7th & 8th Av 4327 Geary St SKyln 2-2348 CAR RADIO SERVICE 280 Valencia Markt 1 9763

FIGUE BUD CO 1419 Filmore Gray 3-4200 KAHN & REVILLE 2384 Lombard York & Larkin Othway 3-0200

LEVIN'S AUTO SUPPLY CO 11 9th West Av UNdnt 2-2500 M & H Radio Service 2251 Bush PProject 5-6000 MARINA RADIO & TELEVISION 2134 Lombard Filmore 6-2131

MURPHY W & CO 3123 Mission VA Jencia 4-1429 S & M Radio Sales & Service 1275 Fallon Filmore 6-8301

SERVICE RADIO WHOLESALE 1150 Polk Grayton 4-7016 SPEEDOMETER-ELECTRIC COMPANY 680 Van Ness Av Gray 3-4443

MUSIC SAN FRANCISCO CUSTOM BUILT RADIO PHONOGRAPHS High Fidelity Phonographs & Radio Cabinets or Built in 164 Kearny Sutr 1-8587

NATIONAL COMMUNICATION RECEIVERS— ZACK RADIO SUPPLY CO 1424 Market Markt 1-1424 S F RADIO & SUPPLY CO 1728 Market UN dnt 3-6000

Nick's Radio & Television Service 3412 Jones Pac Radio & Television Co 2240 Mission Park Radio Radio Television

PHILCO PHILCO RADIO AND RADIO-PHONOGRAPH SALES AND SERVICE Philco gives you finer long greater performance and exquisite cabinet beauty at popular prices. Write checks for every purchase. Buy Philco... Famous for Quality the World Over.

WHERE TO BUY THEM DISTRIBUTOR DALLMAN CO APPLIANCE DIVISION 685-7th UN dnt 3-4500 DEALERS 5119 FINE CO 1619 Pine Othway 3-6200

RCA VICTOR TELEVISION RADIO, PHONOGRAPHS, TAPE RECORDERS RECORDS World Leader in Radio. First in Recorded Music. First in Television.

WHERE TO CALL DISTRIBUTOR MEYERSON LED J CO 33 Geary Markt 1-3400 DEALERS A & B Vertes Electric Co 4334 Geary Blvd EYern 6-9493

ACE RADIO CO 2257 Market UN dnt 1-7031 Dore's Appliance Radio & TV Co 1481 Fillmore Filmore 4-5000

SHINLEY-OPHE MUSIC & RADIO SHOP 2108 Mission MI son 7-2299 CITY OF PARIS 680 Van Ness Av DO uplas 2-4500

DAVE'S RADIO & TELEVISION 1451 Felt Grayton 4-1362 FIGUE BUD CO 2204 Chestnut JO rden 7-2148

Golden Star Co 848 Clay MO ntrose 4-9370 HUPMANN ELECTRIC & RADIO SHOP 650 Mission Daily City Plaza 5-3500

KAPOROV'S 1420 Jorda Kln & Kymis York & Carlin KEENEY & CARLIN 326 Market Othway 3-0200

LONG J M & CO INC 1575 Market KC dnt 2-1088 PARM-PRESIDENT RADIO TELEVISION 507 Clement Bay 2-1044

SCHWABACHER-FREY CO 735 Market DO uplas 2-4848 STARBUCK'S RADIO & TELEVISION SERVICE 1642 Mission WAt 1-3558

Radio Shack Radio Servicing & Sales Radio & TV Service Co 2259 Market Lombard 6-8334

NOVENS' RADIO & TV 1315 Irving Lombard 4-6103 S M M RADIO SALES & SERVICE 1575 Market FI lower 4-8303

San Bruno TV & Appliance 2415 San Bruno Av DEIener 3-5300 S F Radio & Supply Co 1284 Market UN dnt 3-6000

SCHWABACHER-FREY CO 735 Market DO uplas 2-4848 SENTINEL TELEVISION AND RADIO Sentinel Sells Service Calls and Has Truly Automatic Tuning Modern As Tomorrow Always As Today

WHERE TO BUY IT DISTRIBUTOR SCHWALM R D CO 348 8th MA rdt 1-236 DEALER Visual Radio & Television Service 1642 Mission VA Jencia 4-1429

SERVICE CENTER 2134 Fillmore WAt 1-3558 Service Radio Wholesale 1337 Post Grayton 4-78 SHERMAN CLAY & CO Main Store Kearny & Sutter Sutr 1-429

SAN FRANCISCO'S LARGEST EXCLUSIVE AUTO RADIO HOUSE

SALES & REPAIR

Fast Drive In Service on All Makes of Car Radios...

Specialists in FOREIGN CARS

Easy Credit Terms Available
ALL WORK GUARANTEED



CAR RADIO SERVICE

280 Valencia Near 14th St.
Market 1-9763

DEPENDABLE TELEVISION and RADIO SERVICE

METER REPAIR SERVICE

RADIO TEST EQUIPMENT

Prospect 5-3874

PACIFIC SALES CORP.
Since 1907
344 Eddy St.
Near Jones St.



RADIO SERVICE

HUGE & AUTO - ALL MAKES

City Wide Pick-Up & Delivery

HI FIDELITY

SALES - SERVICE - INSTALLATION - REPAIRS - FULLY CAPABLE WITH YEARS OF EXPERIENCE WORK ABSOLUTELY GUARANTEED

★ PEERLESS ★

RADIO & APPLIANCE CO.

"Service First" Since 1928

Skyline 1-2022
3731 GEARY NEAR ARGUELLO

AUTO RADIOS

Exclusively

★ DRIVE-IN SERVICE

Custom Built Radios for All Cars

HOURS:
Open Daily 8 A.M. - 8 P.M.
Sundays 10 A.M. - 4 P.M.

SERVICE WHILE-U-WAIT

Underhill 3-5145

1104 BRYANT ST. AT 9th

AUTO RADIO SERVICE

AUTO RADIO REPAIRS

Factory Authorized Station
ALL MAKES CAR RADIOS AND PARTS

SERVICE RADIO

Graystone 4-7816

1337 Post San Francisco

RADIO REPAIRS

City Wide Pick Up & Delivery

GILFILLAN - HALICRAFTERS TRAVELER

Specializing in RECORD CHANGERS

Open Even 'til 7:00

S & M Radio

Flimore 6-8301

1375 Fulton Bel. Baker & Lyon



DRIVE-IN SERVICE

Service on Radios & TV's Any Make or Model

ALL WORK & PARTS GUARANTEED

AUTHORIZED MOTOROLA SALES & SERVICE

BRIDGE RADIO & TELEVISION

Skyline 2-2348

4377 Geary Blvd. Div. 7th & 8th Aves.

Radio Dealers (Cont'd)

ZENITH RADIOS

The complete line of Zenith radios, backed by Zenith's 26 years of leadership in Electronics. High Fidelity phonographs feature Zenith's Cobra-Matic Record Player with Stroboscope.

"WHERE TO BUY THEM"

DISTRIBUTOR

SASFORD H R CO 235-18th... Market 1-8543

DEALERS

A & B Venice Electric Co. 4324 Geary Blvd. ... Evron 6-9473
A N Merchandising Co. 1041 Mission Ukiah 5-8732
Bakasha Earl W 3258 Mission Atwater 2-9131
Baker's Appliance Radio & TV Co. 2011 Fillmore, Flimore 4-5400
CENTRAL MUSIC CO. 2245 Chestnut West 1-0791
CHRISTOPHE MUSIC & RADIO SHOP 2740 Mission Market 2-2929
CITY OF PARIS Geary & Stockton DO ugle 2-4500
CREST RADIO CO. 2318 Fillmore Walnut 1-4712
Dave's Radio & Television 1855 Park ... E. Bayview 4-2342
FISKE BUD CO 2619 Pine DO ugle 2-4848
General Appliance Company 349 Fell Market 1-7776
KENNY BROS 526 Market... Yu ben 6-0749
Long J M & Co Inc 2175 Market... Kl. ugle 2-1008
Mazzio's Piano & Radio 625 Divisadero Walnut 2-4308
Pioneer Radio & Television 2707 Buchanan Wayne 3-6225
Reichert & Biley 1873 Fillmore... Flimore 4-3953
Rover's Radio & TV 1325 Market... L. ugle 6-4335
S. H. WALKER-FRAY CO 1424 Market... DO ugle 2-4848
Shurt's Furniture Co. 2528 Mission, Market 7-0200

Radio & Electronic Equipment - Marine

See Radio, Television & Hi-Fi Equipment
Equipment: Also Radio Receiving; Also Nautical Instruments; Also Electronic Equipment & Supplies; Also Radar Equipment & Supplies

Radio Mfr's Agents

Bellier Wm 924 Howard... Skyline 3-0392
Bertram E L Co 780 Natoma... Ukiah 3-0317
Huller's Radio Agency 1424 Market... Market 3-1824
Laurer Harry A Co 9041 W 17th Los Angeles, Brookline 2-7803
Loose Sales Co 1544 Divisadero... N. ugle 2-0572
MEYER & ROSS 121 10th... N. ugle 1-0552
MUSIC SHOP W CO 252 4th... Ukiah 3-0445
MUSIC SHOP & HUNTER 14 5th... Ukiah 3-0424
Newman Harold L 420 Market... Ukiah 6-3897
Pandy Wm J Co 312 7th... Ukiah 3-4321
Reno David W Co 514 St Carlos St San Carlos... L. ugle 3-8224
Sinal Arnold A 45-4th... UN ugle 1-6259

Radio Renting - See Radios - Renting

The Yellow Pages save you time.

DRIVE-IN SERVICE

SALES - INSTALLATION SERVICE WHILE YOU WAIT

Custom Built Radios for All Cars

FACTORY AUTHORIZED WARRANTY ESTIMATES GLADLY GIVEN

ORdway 3-6200

BUD FISKE CO.

2619 PINE (Bet. Van Ness & Franklin)

Radio Schools - See Schools

Radio Servicing

A-1 TELEVISION & RADIO SERVICE

EVENING CALLS 10 A.M. TO 10 P.M. DAILY INCLUDING SATURDAY & SUNDAY 65 Carl ... U. ugle 6-4526

A B C RADIO & TELEVISION CO

4287 Mission... Ukiah 5-7223
AC TV Co 2640 Mission... Ukiah 4-3373
Ace Radio Co Leonard & Howell... Radio Repair Right 2187 Market... UN ugle 1-7033

ACME APPLIANCE CO

RADIO & TV SPECIALIST 20 Years Experience Bellafacion Georgetown 4283 Geary Blvd... Skyline 2-5886

ALADDIN TELEVISION & RADIO REPAIR CO

Auto Radio Specialists 2424 Irving... E. Bayview 2-1920
All American Radio & TV Servicing Our Guarantee is 53 Yrs of Service 1870 Taylor... E. Bayview 1-6494
American Radio & Electric Service 6015 18th Klamm 2-1862
ANDRE'S RADIO & TELEVISION 2244 Irving... E. Bayview 1-2792
Appliances Radio & Service 1288 Golden Gate Av... Flimore 6-9995
Art and Bob TV-Radio Service 1408 Tarpan Belmont 2-3177
Atom Radio & TV 3208 Tarpan... Ukiah 2-2926
Auto Radio Sales Service 1384 Bryant U. ugle 3-5145 (See Advertisement This Page)

Auto Radio 694 Golden Gate Av... Ukiah 2-8427

AUTOMATIC CAR RADIO

AUTO RADIO ONLY

BUD FISKE CO 2619 PINE ORdway 3-6200

Anello Records U 641 Fillmore... Market 1-8529
Apostle Radio Television & Radio 2400 San Bruno Av... Ukiah 6-0498
B & B RADIO & TELEVISION 2213 Union Wayne 2-1515
BAY RADIO 2204 Chestnut... DO ugle 2-4500
Bancroft's Service Dubois Av & Sanchez U. ugle 2-7878
Beebe Radio Service 249 Bayview... Skyline 2-5126
BELL ELECTRIC CO 260 Castro Market 1-8607
BEST QUALITY ELECTRIC STORES 285 Eddy... PR ugle 2-8574
BILL'S RADIO & TELEVISION 4015 Judah... Ukiah 1-9949
Bob's Service 481 Cheney... Ukiah 2-3419
BORCH RADIO & TELEVISION 2489 Tarpan, Market 4-4751
Borles Radio & Television 4015 Judah... Ukiah 1-9949
BOXER'S APPLIANCE RADIO & TV CO 1401 Fillmore... Flimore 6-5400
Bridge Radio & Television The 4527 Geary St; Skyline 2-2348 (See Advertisement This Page)

Brown's Radio & Television 43 West View Av... Ukiah 2-5868
BUD FISKE CO 2619 PINE... ORdway 3-6200 (See Advertisement This Page)

BYINGTON ELECTRIC CO 2804 Fillmore... WA ugle 1-4000
C-KLEER TELEVISION INC 1933 Ocean Av, Ukiah 5-1877
If no answer call Car Dealer Service Co See Car Radio Service 280 Valencia... Market 1-9763
CAR RADIO SERVICE 280 Valencia, Market 1-9763 (See Advertisement This Page)
Carl's Radio & TV Service 547 Nova, Prospect 5-8401
Carl's Home Mobile Radio 49 Geary... Ukiah 2-2126
Carl's Television & Radio Co 2811 Geary Blvd... Skyline 2-2121
Central Radio & TV 2786 California... Jordan 7-2388

CHAS ELECTRIC REPAIRING

Repairs on All Makes of Radios
AUTO RADIO SPECIALISTS Pick-Up & Delivery
2438 Chestnut... West 1-4549

CHRISTOPHE MUSIC & RADIO SHOP 2740 Mission... Market 2-2929
COLUMBIA ELECTRIC CO 3528 Steiner, Jordan 7-2605
Cobb's Radio & Television 4288 Mission Daily City... Ukiah 4-0871 (Continued Next Page)

Many buyers turn to the Yellow Pages first.

Railroad Equipment & Supplies—

(Cont'd)

RELINFORM WORKS
Manufacturers of
FLOCS — SWITCHES — CROSSINGS
RAILROAD TRACK MATERIAL
48 Spokane Seattle Washington, ELiat. 3800

New York Air Brake Co The
423 Market Douglas 2-2775
Newberry Manufacturing Co
55 New Montgomery Douglas 2-1628
NORTH AMER CAR CO
481 Market Douglas 2-5799
Oddy Brake Co 282 Market SUIter 1-5060
P & H Co The 325 Market YUnion 2-5378
PACIFIC RAILWAY SIGNAL CO INC
Railway Signal & Tarpaper
490-54 Garfield 1-8876
Palston Co 547 Howard CA rfd 1-0852
Power Machinery Co
580 Broadway Rd Belmont L'Viel 1-0784
Prestit Gordon H 315 Market DO wals 2-1464
Pulsan-Standard Car Manufacturing Company
Sales Agency
Joseph C Farwell-Sales Agent
1435 Bay Street B Jolite 4-8122

PUNDT CO
NEW AND RELAYING RAIL
CARS & EQUIPMENT
Track — Car — Plant Equipment
Harbor Way 54 S F Plaza 6-1222

Pye-McIntosh Co The 293 Market YU ton 6-5498
Rail Joint Co Inc The 311 Sutter SUIter 1-5733
Revere Alca Division of American Brass
5100 1st St Douglas 2-6436
Safety-Car Hoist & Lifting Co
393 Market Douglas 2-5452
St Louis Car Co Steamhead Bldg CA rfd 3-3331

SCHMIDT & CO

RAILROAD TRACKS
Constructed — Repaired
& Maintained
NEW & RELAY RAILS
Switches — All Track
Accessories
Splice Bars — Tie Plates
Spikes — Bolts
164 Spear Douglas 2-4577

SHIPPERS' CAR LINE CORP
TANK CARS & COVERED HOPPER CARS
FOR SALE, LEASE & REPAIR
Parts of Same for Sale
233 Montgomery SUIter 2-5763

Standard Railway Equipment Manufacturing Co
Hubert Bldg DO wals 2-2585
Stephens & A Company
68 New Montgomery YUnion 2-2593
William Edward S Co Steamhead Bldg CA rfd 1-3331
YANZEN RUBBER BEARING CO THE
Railway Division
1452 Bush O'Reary 3-6321
Yoncoski Transport Inc
317 Market EXter 2-5171

WELLS LUBRICATOR CO
Railroad Lubricator
Central Bldg SUIter 1-6170
Union Switch & Signal Division of Westinghouse
Air Brake Co Station Bldg EXter 2-5295
Van Wert John F 293 Market YUnion 2-5498
VALVE PLATING CO
293 Market Douglas 2-5432
Van Buren-Terter Oil Refiner Co
Reno Bldg Garfield 1-3331
Wagon Wagon Co 48 Post EXter 2-0511
Wheeler Erie Co
55 New Montgomery CA rfd 1-7119
Western Railway Supply Co Agent
55 New Montgomery YUnion 2-3595
Westinghouse Air Brake Co
Market Bldg EX ter 2-1790

Railroad Models
See Hobby & Model Construction Supply

Rails—Steel
See Railroad Equipment & Supplies

UNDERCOVER STUFF
To keep blankets soft and fluffy
between launderings, brush with
a whitk broom toward the bind-
ing—never across the blanket.

Raincoats—Wash & Mts

Climatic Rainwear Co Dist
Keweenaw Men's-Women's & Children's
1124 Garden Lane Lafayette ATinc 3-3997
Lawrence of London 134 Sutter SUIter 1-8187
Lindner Elmer T 717 Market YUnion 4-6578
Marguerite Model Mtn 331 Howard Douglas 2-4196
Snyder M L & Son Inc
Hoopers-Kicker-Billed
249 24 EXter 2 2291
Wainwright Inc 833 Market YUnion 2-6533

Ramps

PERCO ENGINEERING CO
MAGNESIUM BRIDGE RAMPS
Steel Heavy Duty Bridge Ramps
25 California SUIter 1-1963

Western Industrial Equipment Co
Rite Hite Adjustable Dock Ramps
420 Market SUIter 1-0222

Ranches

Bottli A & Sons 2551 McKinnon MI ton 7-6536
Ranch Management Associates Inc
See Our Ad Under Farm Management
481 Market SUIter 1-9132
Shawrock Ranch Kennels
Horse Equip Rpt-Rented Leased
Parks Valley Elmer 7-1131
S F Office MA rfd 1-4034

Ranges & Stoves—Dealers

A & M FREEMAN MOVING & SALVAGE
Bought-Sold-Traded
414 Valencia HEmet 1-0637

ADMIRAL AUTOMATIC ELECTRIC RANGES—
THOMSEN REFRIGERATION CO
5421 Mission DO wals 3-7242

Esperanza Gas Ranges
Woodswood Gas Ranges
2228 California FI ton 4-9282
New's Appliance Radio & TV Co
1401 Fillmore FI ton 6-0400

SHIBUKI HEARD & CO
Superior Gas & Coal Ranges
Wholesale
124 & Indiana MI ton 7-4922
(See Advertisement This Page)

BRODIE'S
BUILT-IN RANGES
ALL POPULAR BRANDS
GAS AND ELECTRIC
1281 Mission MA rfd 1-0680

CHAMBERS GAS RANGES—
SHIMAR-YOUNG REFRIGERATION CORP
1450 Van Ness Av O'Reary 3-6822

CHASE & F 1909 Mission MA rfd 1 5420
CROSLBY ELECTRIC RANGES—

DISTRIBUTOR
CALIFORNIA ELECTRIC SUPPLY CO
1385 Folsom W'ch 9-2020
Appliance Service Depot & Warehouse
34th & Pennsylvania W'ch 3-4200

Doherty's 281 Geary CA rfd 1-4345
Emerton The 833 Market YU ton 2-1111
1 Sternstrom SEArht 1-2222

Advertise here—it pays.

BRIDGE, BEACH & CO.
"Move Headquarters Since 1937"
"BUCKS" & "SUPERIOR"
GAS RANGES
"ECONOMY"
HOTEL RANGES
Mission 7-4922
OFFICE & WAREHOUSE
22nd & INDIANA STS. 27.

Ranges & Stoves—Dealers—(Cont'd)

FRIGIDAIRE ELECTRIC RANGES—
SALES & SERVICE
BRODIE'S 1281 Mission MA rfd 1-0680
NELSON HENT REFRIGERATION INC
2740 Folsom MI ton 8-3822
PURCELL BROS 2257 Irving L'vied 4-0325
SHIMAR YOUNG REFRIGERATION CORP
1450 Van Ness Av O'Reary 3-6822

GENERAL ELECTRIC RANGES
New G-E Automatic
Ceramic Surface Unit.
Clear Glass G-E "Vista"
Control Panel—
Brilliant, Tilt-Over,
Tet-a-Cook Lights, No Stain
Oven Vents, Also Built-In
Models, 3 Decorator Colors.



"WHERE TO CALL"
SALES & SERVICE DEALERS

Best Electric Co 299 Castro MA rfd 1-8809
Baker Brothers Department Store
245 Webster St L'vied 4-8800
Dev's Radio & Television
1651 Park Garfield 4-1342
Dillon of West Portal
103 W Portal Av O'Reary 1-1020
General Appliance Company
310 Fill MA rfd 1-7778
Geometric Service Store
Mission at 11th W'ch 1-2828
Kane & Kerlin York & Leola O'Reary 3-0250
Keweenaw One 124 Market YUnion 6-0189
3431 Bell 1440 Park FI ton 6-7290
Sterling Furniture Co
2099 Market W'ch 3-2900

SALES DEALERS
A & B Vetter Electric Co
4251 Geary Blvd O'Reary 6-9493
GALLI FURNITURE & APPLIANCE CO
1220 Valencia Mission 7-5111

GERNHARDT-STROHMAIER CO
Mission & 18th MI ton 7-0254
Lowe J M & Co Inc
1775 Market KL wals 3-1088
Madison Hardware & Appliance
2526 Keweenaw SEArht 1-0531
RICHARDS K C CO
1724 Lombard FI ton 4-3274

Ranges & Stoves—Dealers—(Cont'd)

GERNHARDT-STROHMAIER CO
Mission & 18th MI ton 7-0254
(See Advertisement This Page)

GIBSON ELECTRIC RANGES
SEE THE NEW
ELECTRIC RANGES
WITH MAGIC
UP-S-A-DAILY
DEEP WELL
SIZE AND MODEL FOR EVERY FAMILY AND
PURSE. ALSO REFRIGERATORS, FREEZERS
AND AIR CONDITIONERS.
"WHERE TO BUY THEM"



DISTRIBUTOR
LIMANISH J J CO
2335 Market W'ch 3-3914

SERVICE ONLY
ANDYMAC ELECTRIC RANGE REPAIR
1297 Union PE rfd 4-0196

(Continued Next Page)

Party Line Pointers:

1. Space your calls instead of making a whole series.
2. If yours is an emergency call and the line is in use, explain the circumstances to the person using the line.
3. If you are calling from a dial telephone always make certain the line is clear before you dial.
4. When the children use the telephone, ask them to be considerate, too.
5. Replace the receiver properly when you finish your call.

GUARANTEED STOVE REPAIRS
* ALL MAKES * ALL MODELS
AUTOMATIC CONTROLS-THERMOSTATS
Expert Installations
PROMPT SERVICE
ALL WORK GUARANTEED
EXPERIENCED MECHANICS
New & Used Stoves Bought & Sold
WAlnut 1-1447
RELIABLE STOVE EXCHANGE
"Satisfied Customers for More Than a Quarter Century"
756 McALLISTER

Est'd. Since 1912
Ranges & Stoves
Gas & Electric
• WEDGEWOOD
• O'KEEFE & MERRITT
• WESTERN HOLLY
• GENERAL ELECTRIC
• FRIGIDAIRE
GERNHARDT-STROHMAIER CO.
Corner Mission & 18th St

Ranges & Stoves-Dealers-(Cont'd)

HOTPOINT ELECTRIC RANGES

America's First and Finest... Hotpoint... "WHERE TO BUY THEM" DEALERS

- A & B Vertec Electric Co... BROADWAY PLUMBING CO... FAMILY FURNITURE CO...

AUTHORIZED SERVICE GENERAL APPLIANCE COMPANY

GRAYBAR ELECTRIC CO... 1750 Avenue MA 1st 1-5151

Keese Of Kithron 130-10th... Jackson L R Hardware Co...

KELVINATOR ELECTRIC RANGES

KELVINATOR DIVISION-AMERICAN MOTORS SALES CORP... 2125 E 1st St. S.F. 4-0400

MODERN APPLIANCE CO... 3311 Market UN 1-4050

LAVERSON & SAVASTA... THERMADOR ELECTRICAL APPLIANCES... 586 5th... 1-7578

LECTRO-HOST ELECTRIC RANGES

KAFOURY'S 1420 Irving... 1-7674

MAGIC CHEF GAS RANGES

There's a reason why... "WHERE TO BUY THEM" DEALERS

- Boystroms Gas... INTERNATIONAL MARKETING CO... Tiedeman Appliance Co...

Here's how you may be sure of getting your party more often when you dial:

- 1. Look up your number in the latest directory. 2. Listen for the steady hummm of the dial tone. 3. Keep your eye on the dial. 4. Wait a minute before you decide your party isn't home.

MILINA STOVE & FURNITURE 2119 Lombard Filmor 6-5406

MAYTAG GAS RANGES Superior construction... "WHERE TO BUY THEM" WHOLESALF DISTRIBUTORS

- MAYTAG WEST COAST CO... DAY'S RADIO & TELEVISION... MISION CARPET & FURNITURE CO...

Mission Reliable Furniture Co... MONTAGUE CO THE... 797 West Av 135th San Leandro

OCCIDENTAL GAS RANGES For Easy Cooking and Easy Cleaning

Occidental Range Co 1333 Market UN 1-4100

A VALENTE & SONS... 1872 Union... 4234 Geary Blvd... Associated Home Furnishers

BROWN FURNITURE & APPLIANCE... CALLEJA FURNITURE STORES... FENECH FURNITURE CO

HALL'S FURNITURE & APPLIANCE CO... KEEFER H CLAYTON FURNITURE CO... KNIGHT R & SON

MISION CARPET & FURNITURE CO... MODERN APPLIANCE CO... NORTON FURNITURE STORE

OSHWALDNER-FREY CO... 715 Market... 1648 Park Blvd... THOMAS REFRIGERATION CO

WAYMAN FURNITURE CO... 2245 Mission... 844 Mission... 2-6532

Doctors, dentists, merchants... are listed in the Yellow Pages. Keep the Classified Telephone Directory handy—it saves you time and effort.

O'KEEFE & HERRITT RANGES

Finer Gas Ranges... "WHERE TO BUY THEM" DEALERS

A & B Vertec Electric Co... 4334 Geary Blvd... BAYVIEW APPLIANCE & FURNITURE CO

DOYLE FURNITURE COMPANY INC... 2440 San Bruno Ave DE 1-2400

FAMILY FURNITURE CO... 1943 Mission... 2216 Fillmore, Filmor 6-2727

GENHARDT-STROMMEIER CO... 1818 Union... 815 Montgomery... 3434 Union St

LAUREL FURNITURE CO... 547 Clement... 1400 Van Ness St

MELITA FURNITURE CO... 1918 San Bruno Ave... 1330 Park

MODERN APPLIANCE CO... 2311 Market... 1490 Van Ness St

STABLEIGHT FURNITURE CO... 2117 Mission... 2117 Mission

AMERICAN APPLIANCE & SUPPLY CO... 3150 Sutter... 3150 Sutter

ONLY RCA-GELCO RANGES... 1871 Market

"WHERE TO CALL" DISTRIBUTOR MEYBERG LEB J CO 33 33rd, Market 1-3400

RELIABLE STOVE EXCHANGER... 796 McAllister Way 1-1447

SHAW-WALKER-FREY CO... 725 Market... DO 1-2484

CORNER CLEANER Whisk away dirt in hard-to-reach corners with an old whisk broom trimmed to a V-shaped point.

TAPPAN RANGES

Makers of the Famous TAPPAN AUTOMATIC GAS & ELECTRIC RANGES Since 1881

"WHERE TO BUY THEM" FACTORY BRANCH Tappan Stove Co 1353 Market... UN 1-3-1021

ALL AMERICAN FURNITURE & REFRIGERATION CO... 918 Valencia ATW 2-2700

ANDYMAC ELECTRIC RANGE REPAIR Service Only... 1747 Union... 1409 Felt

GENERAL APPLIANCE COMPANY... 149 Felt... 1877 Union, Ph 6-0066

WEBBWOOD GAS RANGES Since 1882 The Finest In Gas Ranges

"WHERE TO BUY THEM" A & B Vertec Electric Co... 4334 Geary St. Elyra 6-9493

BROOKER'S 1281 Mission... 2015 California, Filmor 6-2262

DAVIS FURNITURE CO... 911 Mission EX 2-4092

GENHARDT-STROMMEIER CO... 1818 Union... 815 Montgomery

LACHMAN BROS... 1514 Fillmore, X 1-5489

MARINA STOVE & FURNITURE... 2419 Lombard, Filmor 6-8424

PETERSEN GAS & STOVE FURNITURE... 1479 Union, VA 1-7915

RICHMOND FURNITURE CO... 933 Clement, Elyra 1-8864

SHAW-WALKER-FREY CO... 725 Market... DO 1-2484



(Continued Next Page)

Ranges & Stoves-Dealers-(Cont'd)

FELBILT EQUI THERMAL GAS RANGES-
DISTRIBUTOR
WELBILT STOVE CO
Oakland St. Metal Supply Co Inc
21st & Poplar Oakland Missale 4-2075

WESTERN-HOLLY GAS RANGES

Queen of the
Western Ranges
THE RANGE
WITH THE
ROUND WINDOWS



"FOR INFORMATION CALL"

A & B Vertec Electric Co 2475 6-9493
4234 Geary Blvd
Bester Home Furniture Co OR day 3-9345
2230 Polk
CALLI FURNITURE & APPLIANCE CO 2200 Valencia Missn 7-5111
CERNHARDT-STROMHAUER CO Missn 7-0236
Mission & 18th
MAY MONSIEUR CO 1911 Geary OR day 3-3441
MULFORD LAWRENCE FURNITURE &
APPLIANCES SE abright 1-0660
1709 Acacia
WAXMAN FURNITURE CO MI sat 7-4477
2243 Mission

WESTINGHOUSE ELECTRIC RANGES-

DEALERS
DAVE'S RADIO & TELEVISION 1621 Polk Grayson 4-1362
MODERN APPLIANCE CO
Sales-Service-Parts UN sat 1-4050
3311 Market
AUTHORIZED FACTORY SERVICE
RAGS APPLIANCE SERVICE 760 Eddy OR day 7-0945

Ranges & Stoves-Refrigerating

ee Appliances, Household-Ref. Making

Ranges & Stoves-Repairing

LENT & CASINI APPLIANCE SERVICE CO
All Makes Electric Ranges Repaired
1733 Geary St WA sat 1-4665

NOVMAC ELECTRIC RANGE REPAIR
WE SERVICE ALL MAKES - ALL MODELS
Gas & Electric Ranges - Refrigerators
Washers - Dryers & Dishwashers
1797 Union FR Sat 6-0086

APPLIANCE SERVICE CO
Complete Repair All Major Appliances
12 Cambridge City Pl Plaza 5-5051
DISCATED STOVE SERVICE
1154 Geary Tu Sat 5-6310
See Advertisement This Page
M Stove Installation & Repair Service
Pennsylvania Av Missn 8-1165

JARKER STOVE SERVICE
Specializing in
Thermostat & Oven Control
Stoves - Heaters Connected & Repaired
1630 McAllister WA Sat 1-6415

Yellow Pages save you time.

BURNER BURNED OUT?
USE
Monotubes
ELECTRIC RANGE
UNIT REPLACEMENTS
HElock 1-4686

It's Easy to clean
& use with overall
Heat at Every Switch
Position - MODERNIZE
Today - Call Us for
Free Consultation

WASHING MACHINE PARTS CO.
45 RHODE ISLAND

Ranges & Stoves-Repairing-(Cont'd)

BAY LINE APPLIANCE SERVICE
Install & Service All Makes
Electric & Gas Ranges - Water Heaters
S P - East Bay - Marin - Peninsula
454 Fallon WE Sat 1-3725

CHASE S F 1909 Mission Mark 1-5620
City Stove Service
Stove Repair-Cleaning-Reconditioning
201 Morita Wy. JU aboy 7-9328

COASTLINE & A-1 RANGE SERVICE
ALL MAKES OF RESTAURANT RANGES
Cleaned - Repaired - Rebuilt
Commercial Ranges Rebuilt
434 Polk OR day 3-9660

DREWS JOHN &
RESTAURANT
RANGE REPAIRS & SERVICING
COMPLETE CLEANING & REBUILDING
OF ALL MAKES OF RANGES
Between 24 & 34
112 S Park EXark 2-7911

FRANK'S STOVE SERVICE
Stoves & Heaters Repaired
Oven Controls Adjusted
2734 Mission Missn 7-2115

FRIGIDAIRE ELECTRIC RANGE SERVICE-
ANDYMAC ELECTRIC RANGE REPAIR
1797 Union FR Sat 6-0086

GURHAMPT-STRECHER'S CO
Mission & 18th MI sat 7-0236

HOTSPRING ELECTRIC RANGES-
MARINE ELECTRIC CO
Commercial Only FR Sat 2-6312
193 Fremont

KENMORE RANGE SERVICE-
SEARS ROEBUCK & CO VA Sat 6-2000
Army & Indiana
Nights Sundays & Holidays call OR day 3-3761

STOVES & WATER HEATERS
INSTALLED, REPAIRED & MOVED

SPECIALISTS IN THERMOSTATS &
AUTOMATIC CONTROLS

SLOANS SERVICE
Atwater 2-3313

WE INVITE
INSURANCE ADJUSTMENTS

2700 ERYAST ST.

Ranges & Stoves-Repairing-(Cont'd)

MARINA STOVE & FURNITURE
2419 Lombard FR Sat 6-8455

MILLER BROS THE STOVEMEN
STOVES & HEATERS
CONNECTED AND REPAIRED
Thermostat & Work
3423-18th UN Sat 1-3712

Miller Bros The Stovemen
3423-18th UN Sat 1-3712
(See Advertisement This Page)

MAGER F J SERVICE
GUARANTEED STOVE REPAIRS
All Makes - All Models
THERMOSTAT & OVEN CONTROLS
ADJUSTED
QUALIFIED EXPERT
SALTS
Promat - Homet - Dependable Service
2300 26th Av Lombard 4-4722

RELIABLE STOVE EXCHANGE WA Sat 1-3447
728 McAllister (See Advertisement This Page)

SLOANS SERVICE 2100 Bryant Atwater 2-3313
(See Advertisement This Page)
United Electric Appliance Radio & TV
1940 Oak Henck 1-7409

UNIVERSAL ELECTRIC RANGE SERVICE-
ANDYMAC ELECTRIC RANGE REPAIR
1797 Union FR Sat 6-0086

Washing Machine Parts Co
45 Rhode Island Henck 1-6406
(See Advertisement This Page)

WESTINGHOUSE ELECTRIC RANGES-
FACTORY AUTHORIZED SERVICE
SPEEDWAY REFRIGERATOR & APPLIANCE
SERVICE 424 KING FR Sat 6-3048

Listen for the dial tone before
you start to dial. It means that the
equipment is ready to receive
your call.

STOVE installations Repairs

Specialists in
O'KEEFE & MERRITT
WEDGEWOOD
OCCIDENTAL
MAGIC CHEF
WESTERN HOLLY
GAFFERS & SATTLER
TAPPAN
And All Other Makes

A Wise Choice for
STOVE REPAIRS

City Wide Service
These Points

- ★ 24th & MISSION
- ★ 18th AVE. & GEARY
- ★ 20th AVE. & IRVING
- ★ CHESTNUT & FILLMORE
- ★ OCEAN AVE. & MIRAMAR AVE.

Call
TUxedo 5-8310

All Work Guaranteed
Si Parla Italiano

ASSOCIATED STOVE SERVICE
1156 GEARY

STOVES WATER HEATERS
Installed - Moved - Repaired
Thermostats

MILLER BROS.
The Stovemen

Phone
Underhill 3-1712

Guar. Service
"Stores & Homes"
Established 1913
2623-18th St.

Guaranteed
STOVE REPAIRS
ALL MAKES - ALL MODELS

Specializing in
★ **AUTOMATIC CONTROLS**
★ **THERMOSTATS**

EXPERT
INSTALLATIONS
• Prompt Service
• Experienced Mechanics
• All Work Guaranteed
New & Used Stoves
Bought & Sold

WALnut-1-1447
Reliable Stove Exchange
"Satisfied Customers for More Than a
Quarter Century"
756 McALLISTER

Featuring the Finest

in TELEVISION

Sales and Service

RCA VICTOR
ZENITH
PHILCO
PACKARD BELL

WESTINGHOUSE
EMERSON

HOFFMAN
GENERAL ELECTRIC
MOTOROLA
ADMIRAL

Our low overhead insures you a better trade-in allowance on your Radio or TV.



TELEVISION SETS RENTED

Phone
GRaysons 4-1362
Est. Since 1924

Dave's

RADIO & TELEVISION

1651 POLK ST. near Clay

Open Friday Evenings Till 9 P.M.

WE SELL FOR LESS

TREMEUDOUS TRADE IN ALLOWANCE

YOUNG BROS.

AUTHORIZED SALES & SERVICE

200 Sets to Choose From

- ADMIRAL
- HOFFMAN
- RCA VICTOR
- EMERSON
- MOTOROLA
- PHILCO
- PACKARD BELL
- ZENITH

And Many More Brands

NO BETTER DEAL ANYWHERE
LIBERAL TRADES
FREE HOME DEMONSTRATION



OPEN EVERY DAY
TILL 9 P.M.
INCLUDING SUNDAY

Phone
SALES
Valencia 6-4132
Skyline 2-2947
SERVICE DEPT.
Valencia 6-4667

2 LOCATIONS

19th & Mission - 2301 Mission

5522 Geary Blvd.
Between 19th & 20th Aves.



YOUNG BROS.

TV STORES

SKINNER, HIRSCH & KAYE

THE QUALITY CAMERA STORE SINCE 1900



For the Finest

In Television

Sales - Service

STROMBERG-CARLSON

HAND PAINTED
CHINESE CLASSICS

also

Modern & Provincial

TELEVISION
RADIO... HI-FI
PHONOGRAPHS

FINEST IN
COLOR SETS

GARFIELD 1-7370

From East Bay Ask Operator for ENTERprise 1-2050 No Inter-City Charge
OPEN MONDAY EVENINGS TILL 9 P.M.

Skinner Hirsch & Kaye

239 GRANT AVE. SAN FRANCISCO 3, GARFIELD 1-7370

Teletypewriter Service

CALMAR ELECTRIC CO
Rental & Distribution
1401 Market Street, Room 201, Tel. 6-1331
EYS-WOOLIN & GALVAN
551 Mission EXt. 2-043.

TELETYPEWRITER SERVICE

For information and consultation service in planning for the handling of fast two way written communications, call the Business Office and ask for "Teletypewriter Service."



-SERVICE RENDERED BY-
RADIO TELEPHONE & TELEGRAPH CO THE
Business Office
444 Bush St. GA 4th 2-0020

Teletypewriter Supplies

Carlisle A & Co 643 Harrison GA 1st 2-746
COPY-RIGHT CARBON & RIBBON CO
211 New Monty, EXt. 7-547

DAVIDSON & H & CO
SPECIALISTS - TELETYPE SUPPLIES
Single & Multiple Rolls - Ribbons
Oil Perforator Tapes - Local Stock
609 Mission... GA 1st 1-5688

PAPER MANUFACTURERS CO
692 Beach... PRInt 6-0270
U S Industrial Sales Inc.
Paper & Tape Now Surplus Prices
744 Harrison... SUItz 1-6539

Television Dealers

A-I TELEVISION & RADIO SERVICE
PACKARD-BELL - SENTINEL - PHILCO
SALES & SERVICE
Phone from 10 A.M. to 10 P.M., Daily
85 Carl... LOnsd 6-6526

A B Electric & Radio 741 Jackson... JU 1st 2-4390
A B & RADIO & TELEVISION CO
4787 Mission... JU 1st 2-7523

ADMIRAL TELEVISION - SALES & SERVICE

BELVIEW TELEVISION CO
2515 Mission, JU 1st 4-7207

BILL VAN ZEE'S SERVICE CENTER
Open 9 AM - 9 PM
2246 Geary St. WEst 1-7210

BOXER'S APPLIANCE, RADIO & TV CO
1401 Fillmore, FIlmer 6-5400

BYRNE RADIO & TELEVISION
6241 Mission Day City Plaza 3-1000

C-MEEN TELEVISION INC
1933 Geary Av. JU 1st 9-1873

CARTER'S ADMIRAL, SALES & SERVICE
2833 Irving, LOnsd 4-1164

DAVE'S RADIO & TELEVISION
1521 Post, GRayson 4-1362

EL REY RADIO & APPLIANCE
123 West Portal Av. O'Flinn 1-8064

EVANS TV SERVICE
2281 Fallon Walnut 1-1659

FISKE BOD ED 2204 Chestnut, JOrdn 7-2348

GOLDEN GATE TV & APPLIANCE
701 Golden Gate Av. MA 1st 1-9167

JAMKE TELEVISION APPLIANCE
374 Corland Av. MItch 8-2443

LOCKWOOD A & RADIO & TELEVISION
935 Cole, LOnsd 6-3300

RICHMOND RADIO & TELEVISION CO
4340 Geary St. SAlv 1-5515

SCHINDLER'S FURNITURE & VARIETIES
83 Leland Av. DELaware 3-4490

YOUNG BROS TELEVISION STORES
2301 Mission... VA 1st 6-4132
5522 Geary St. Skyline 2-2947

ALL-MAKES TV

USED T V'S

5437 Mission... JU 1st 5-5650

ANDRE'S RADIO & TELEVISION
2204 Irving SEApright 1-7792
Artico 400 Van Ness Av. ... O'Bay 3-5357

ATLAS RADIO & APPLIANCE CO
3242-2220... AT 1st 2-2234
Appliance Service
6430 San Bruno Av. DELaware 3-2683

B G W RADIO TELEVISION & APPLIANCE CO
SALES & SERVICE
San Francisco's First & Oldest
Television Dealer
2412 Mission... VA 1st 6-2638

(Continued Next Page)

Television Dealers (Cont'd)

Beale Frank E Co 28 Ostr's EX-121 2-7124
 BELL ELECTRIC CO 899 Castro Market 1-8009
 Britew Television Co 5515 Mission Juniper 4-7207

BENDIX TELEVISION & RADIO

BENDIX
 Long-Distance
 TELEVISION



THE NAME MILLIONS TRUST

"WHERE TO BUY IT"

DISTRIBUTOR

PIIONEER APPLIANCE CO
 Michigan & Alameda, YUnion 2-5900

DEALER

International Marketing Co
 348 West Portal Av SEabright 1-1616

AUTHORIZED SERVICE

WESTERN ELECTRONIC SERVICE &
 SUPPLY CO 710 Pacific Av Suite 1 0636

BOB'S SERVICE

Authorized Dealer for Packard Bell
 Service on All Makes & Models
 DAY OR NIGHT SERVICE

445 Cheney Ulster 7-3619

BORIS Radio & Television

4015 Judah O'Connell 1-9569

BOXER'S APPLIANCE RADIO & TV CO

Sales & Service
 1401 Filmore Filmore 6-5400

BROADMOOR ELECTRIC

Sales & Service
 ALL NATIONAL MAKES
 DAY OR NITE
 CITY-WIDE CALLS

2720 Judypere Serra Blvd
 Daly City Plaza 5 3455

BUD FISKE CO 2619 Pine O'Connell 3-6200
 Bufr's Radio & TV
 20 West Market Daly City Plaza 5-3187
 Burns Radio & Television
 6241 Mission Daly City Plaza 5-1900

CBS TELEVISION SETS

The brand name of
 the most advanced
 equipment built for
 home entertainment.
 CBS Full Fidelity TV
 Sets, Color Receivers, Radios, Radio-Phonographs.
 Made by CBS-Columbia - A Division of The
 Columbia Broadcasting System.



"WHERE TO BUY THEM"

DISTRIBUTOR

MCCORMACK CORP
 1255 Market Underhill 3 3300

DEALERS

National Television & Appliance Co
 129 Fillmore Ordway 7 0668

YOUNG BROS TELEVISION STORES
 7201 Mission Valencia 6-6152

CAPENARY TELEVISION INSTRUMENTS-

WHOLESALE DISTRIBUTORS

THOMSON-DUGGS CO THE
 624 Townsend YUnion 2-6866

Carte's Admiral Sales & Service
 1825 Irving Lombard 4-1184
 (See Advertisement Page 760)

CHINATOWN TELEVISION CENTER
 435 Kearny YUnion 2-5940

COLUMBIA ELECTRIC CO YUnion 2-5905

3339 Steiner Ordway 7-2605

Coak's Radio & Television
 6189 Mission Daly City Juniper 4-0871

(Continued Next Page)

A Directory Advertising Representa-
 tive will be glad to help you
 prepare a Classified Directory
 advertisement that will bring you
 more business. You can reach him
 by calling the Business Office of
 the telephone company.

AUTHORIZED DEALERS FOR SYLVANIA

**DAY & NIGHT
 Television Service Co.**

1322 HAIGHT ST.

\$3.50

Plus Parts for Service call
 on any make or model

Underhill 3-0793

24-HR. SHOP REPAIRS

Open 9 A.M. - 10 P.M. Including Sunday

AUTHORIZED DEALER
 ADMIRAL - MOTOROLA - SENTINEL - PACKARD-BELL - GENERAL ELECTRIC



DAY or NIGHT

SERVICE & SALES
 10 A.M. to 10 P.M.
 7 DAYS A WEEK

ADJUST TV & CHECK TUBES
 WITH A TESTER
 IN YOUR HOME **\$1.00**
 PLUS PARTS

25 Years Electronic Experience

WRITTEN GUARANTEE
 ON ALL MAKES

Walnut 1-1659

1281-87 FULTON

AUTHORIZED DEALERS FOR SYLVANIA

**DAY & NIGHT
 Television Service Co.**

1322 HAIGHT ST.

\$3.50

Plus Parts for Service call on any make or model

Underhill 3-0793

OPEN 9 A.M. - 10 P.M. Including Sunday



• PHILCO • ZENITH • MOTOROLA • SENTINEL
 FREE HOME DEMONSTRATION

"We Sell the Best & Repair the Rest"

EASY TERMS

Valencia 4-3934

TV & RADIO
 REPAIR

UNITED TELEVISION SERVICE CO.

2838 24th Street Near Bryant

Hansen's

PARKSIDE TV

COUNTY WIDE SALES & SERVICE

THE INCORPORATED

DU MONT TELEVISION Capehart

Installation & Service

Service Available Evenings - Sundays On All Makes - Covering the Entire City

RCA Victor Authorized Dealer - Your Warranty is Good Here

SERVING SAN FRANCISCO FOR OVER 15 YEARS

The Best Cost, No More of

Lombard 6-2684

2534-47th AVE.

35 VICENTE

760 Television

Television Dealers—(Cont'd)

CROSLY TELEVISION AND RADIO
Crosley Super-V 18 1/2" and over sets. Completely improved. 27" table model actually portable. 21" has up to 30% more picture area than 21". All channel (529-711), or any combination. Full line Tube Radio—Clock Radio—Particulate—FM/AM High Fidelity Radio-Phonograph.

"WHERE TO BUY THEM" DISTRIBUTOR
CALIFORNIA ELECTRIC SUPPLY CO
1585 Fulton ... UNHrl 3-2020
Appliance Service Dept. & Warehouse
1818 & Pennsylvania ... UNHrl 3-6200
DEALERS
Bellevue Television Co ... Wajer 4-7207
BYINGTON ELECTRIC CO
1809 Fillmore Walnut 3-6000
KAFOLURY'S 1420 Irving ... MOntra 4-7676
Norris Furniture Store
1236 Tarnel ... Lombard 4-4110
SCHWABACHER-FREY CO
732 Market ... Douglas 2-4848
SUPER RADIO & T V SERVICE
2712 Mission Valley Rd 6-4240

Day & Night Television Service Co
Authorized Dealers for SYLVANIA
31.50
PLUS PARTS FOR SERVICE
CALL ON ANY MAKE OR MODEL
Open 9 A.M. - 10 P.M.
Including Sunday
3322 Knight ... UNHrl 3-0793

Please wait till you hear the dial tone . . . then dial.

Authorized Dealers for Sylvania
DAY & NIGHT
Television Service Co.
1322 HAIGHT ST.
*3.50
Plus Parts for service call
on any make or model
Underhill 3-0793
OPEN 9 A.M. - 10 P.M.
Including Sunday

Carter's
Admiral
SALES & SERVICE
RADIO & Hi-Fi
TELEVISION
Lombard 4-1184
1855 IRVING

Day & Night Television Service Co
1322 Haight UNHrl 3-0793
(See Advertisements This Page and Page 759)
DON'S TV SERVICE 3344 Mission JUnlr 6-4577

DUMONT TELEVISION
FIRST WITH THE FINEST
SEE, HEAR, COMPARE
DUMONT with all others.
Crosley TV Model, priced
for every home.
DEPENDABLE INSTALLATION and SERVICE
by trained technicians.

"WHERE TO BUY IT"
DEALERS
HANSEN'S PARKSIDE TV
2314-47th Av Lombard 6-2684
HIRSCH & KAYE SKINNER
239 Grant Av Oakley 7-7370
KAFOLURY'S 1420 Irving ... MOntra 4-7676
Progressive Radio & TV
3493 25th Valencia 4-8913
SKINNER HIRSCH & KAYE
239 Grant Av Oakley 7-7370
DISTRIBUTOR
EDWARDS FRANK CO 382-4th MAHrl 1-9700
PARTS & SERVICE
Crosley-Johnson Co 733 Harrison, SUHrl 1-0233
VIDEO ASSOCIATES 156-9th UNHrl 3-5576
W. J. Gotsch 3244-26th Atwrr 6-1299

JEFFERSON TELEVISION
"Is Every Screen Star?"
Every Screen Star
America's Best Buy
Sold only through
Authorized Dealers
Television and Radio

"FOR INFORMATION CALL"
DISTRIBUTORS
EMERSON WEST COAST DIV OF
JEFFERSON-TRAVIS INC
1111 Front Union 2-1480

DEALERS
Dew's Radio & Television
4025 Judah ... OVRld 1-9589
Byrne Radio & Television
4243 Mission Daly City
CALTRONICS T V SALES & SERVICE
1822 Haight UNHrl 3-0990
CITY OF PARIS
Geary & Division ... Douglas 2-4500
Dew's Radio & Television
1681 Peik Chicago 4-1362
GEARY RADIO & TELEVISION CO
5429 Geary Blvd ... Skyline 1-4299
JAGRE TELEVISION APPLIANCE
324 Cortland Av Mission 8-2443
K'S TELEVISION & RADIO SERVICE
2482 Mission Junip 5-9406
National Television & Appliance Co
1393 Fillmore JUnlr 7-0665
Sabel Radio & T V Service
4423 Geary St ... Skyline 2-2843
Television of S F 639 Geary Phicet 6-1890
YOUNG BROS TELEVISION STORES
2351 Mission ... Valencia 6-8132

Frank TV Service 1261 Fulton ... WAlm 1-1659
(See Advertisements Page 759)
Flem Furniture & Appliance Co
2224 Fillmore Filmore 6-7478
FISKE BUD CO 2104 Chestnut ... JUnlr 7-2148
GEARY RADIO & TELEVISION CO
CITY-WIDE
SALES - INSTALLATION - SERVICE
801 20th & 21st Av
5429 Geary Blvd ... Skyline 1-4200

Party Line Pointers:
1. Space your calls instead of making a whole series.
2. If yours is an emergency call and the line is in use, explain the circumstances to the person using the line.
3. If you are calling from a dial telephone always make certain the line is clear before you dial.
4. When the children use the telephone, ask them to be considerate, too.
5. Replace the receiver properly when you finish your call.

GENERAL ELECTRIC TELEVISION

Top performance TV in wide range of prices. Color, Hi-Fi and Hi-Fi. Look to General Electric for the latest TV improvements.

"WHERE TO BUY THEM"
DEALERS
A & B Victor Electric Co EVgrn 6-9493
Beza's Appliance Radio & T V Co Filwe 6-5400
1401 Fillmore
BUTLER BROTHERS DEPARTMENT STORE
3 & H Green Stamps Glen
283 Winston Dr ... Lombard 4-2800
Dew's Radio & Television
3851 Peik ... GRayton 4-1362
FEENECH FURNITURE CO
7536 San Bruno Av ... JUnlr 4-7024
GEARY RADIO & TELEVISION CO
5429 Geary Blvd ... Skyline 1-4299
GENERAL APPLIANCE COMPANY ... MA rht 1-7778
HIRSCH & KAYE SKINNER
239 Grant Av Oakley 7-7370
KANE & KEVILLE
7427 Broadway ... GR chry 3-0200
Marina Stave & Furniture
3913 Lombard ... Filmore 4-8486
3913 Bloor 3440 Post ... FI lnter 6-7390
Sears T V & Radio Service
1378 Pacific Av Oakley 3-4373
SKINNER HIRSCH & KAYE
239 Grant Av Oakley 7-7370
STYLES FURNITURE CO
830 Divisadero Filmore 4-7653
SUPER RADIO & T V SERVICE
3715 Mission Valley 6-4240

General Radio Service Co
2708 Judah ... MOntra 4-9379
Golden Gate T V & Appliance
701 Golden Gate Av ... MA rht 1-9967
HALL'S TV & APPLIANCE STORES
753 Market ... SUHrl 1-8000
1818 Harrison ... SUHrl 1-8000
2843 Mission ... AT wstr 2-5321

HALLCHAPTERS
TELEVISION
by the makers of world famous Radio Communications Equipment. Superior engineered Table and Console Models with exceptionally sharp pictures.

"WHERE TO BUY THEM"
DISTRIBUTOR
KEMPER & BARNETT
233 Industrial ... Unlr 6-6200
DEALERS
A & B Radio 5470 37th ... UNHrl 3-2629
Acme Appliance Co-6208 Geary St. Skyline 1-3886
Dew's Sales & Service
460 Potrero Av ... Mission 8-0065
EL REY RADIO & APPLIANCE
233 West Portal Av ... OVRld 1-8064
FEENECH FURNITURE CO
2636 San Bruno Av ... Water 4-7024
KAFOLURY'S 1420 Irving ... MOntra 4-7676
MELIYA FURNITURE CO
2533 San Bruno Av ... JUnlr 7-6078
MISSION GARMENT & FURNITURE CO
4499 Mission ... Al lnter 3-3793
ONE DOLLAR RADIO SERVICE
2154-24th ... AT water 2-1935
Progressive Radio & TV
3473-35th, Valencia 4-8913
S & M Radio Sales & Service
1575 Fulton Filmore 6-8301
SAN BRUNO TV & APPLIANCE
2495 San Bruno Av ... Delaware 2-0350
Vanceo Radio & Television Service
3452 Mission ... Valencia 4-9420
AUTHORIZED FACTORY SERVICE
L J B TELEVISION SERVICE
2412-14th Av Lombard 6-2843

Hansen's Parkside TV
2314-47th Av Lombard 6-2684
(See Advertisment Page 759)
Heller's T V & Appliance Co
2114 Fillmore WAlm 1-6231
Herron's Television
Sales-Rentals-Service-Home Destrctz
2627 Mission ... Mission 7-6232
HIRSCH & KAYE SKINNER
239 Grant Av Oakley 7-7370

Check the Yellow Pages for WHO sells WHAT.

HOFFMAN TELEVISION & RADIOS

DIFFERENT 3 WAYS
Greater eye comfort with
Extra-Vision @ extra low.
Greater listening pleasure
with True-Phase Stereo-
rama Hi-Fi Sound,
Distinctive California
MUSIC.

"WHERE TO BUY THEM"
DISTRIBUTOR
HOFFMAN SALES DIVISION
450 9th ... UNHrl 3-4
DEALERS
CIVIC CENTER
Ramer Yarn Co 1319 Mission, Klondike 2-097
DOWNTOWN DISTRICT
GENERAL APPLIANCE COMPANY
349 Hill ... MA rht 1-7778
HIRSCH & KAYE SKINNER
239 Grant Av Oakley 7-7370
SKINNER HIRSCH & KAYE
239 Grant Av Oakley 7-7370

FILLMORE DISTRICT
National Television & Appliance Co
2373 Fillmore JUnlr 7-0466
HAIGHT-ASHBURY DISTRICT
CALTRONICS T V SALES & SERVICE
2812 Haight, UNHrl 3-4
HAIGHT-DIVISADERO DISTRICT
Mittie Appliance & Television Inc
330 Divisadero, Klondike 2-2122
Sears Hill Television Sales & Service
240 Scott, Klondike 2-0177

MARINA DISTRICT
Bill Van Zee's Service Center
2244 Chestnut, WAlm 1-7211
MISSION DISTRICT
BEVIEW TELEVISION CO
2513 Mission ... JUnlr 4-7207
LEE FURNITURE CO
2518 Mission ... VA rht 6-5200
Nicholas & Son
3329 Mission ... VA rht 6-7911
YOUNG BROS TELEVISION STORES
2301 Mission ... Valencia 6-4131

NOB HILL DISTRICT
Stevens TV & Radio Service
3378 Pacific Av Oakley 3-4373
NORTH BEACH DISTRICT
MARVEL TELEVISION
1544 Sackson, Union 2-4111
POLK ST DISTRICT
Better Home Furniture Co
Dew's Radio & Television
1631 Peik, GRayton 4-1362
Mittie's Radio & Appliance
2119 Peik, GRayton 4-1362
SHIRAZ-YOUNG REFRIGERATION
CORP 2458 Van Ness Av ... Oakley 3-6822

RICHMOND DISTRICT
Richmond Radio & Television Co
6140 Geary St. Bayview 2-4
SUNSET DISTRICT
Home Appliance Television Sales & Service
216 Irving ... SEAlight 1-3330
SUNSET TELEVISION CENTER
2437 Noriega ... MOntra 4-9630
UPPER FILLMORE DISTRICT
Flem Furniture & Appliance Co
2224 Fillmore Filmore 6-7478

Home Of Carlson 130-10th ... UNHrl 3-3640
INTERNATIONAL ELECTRONICS
217-14th, Union 2-6349
KAYE-HALBERT TELEVISION-
DEALERS
VALLEY RADIO & TELEVISION
148 Laurel Av Delmore 3-300

Mar's Television Center
2892 Alameda ... Valencia 4-011
Layton T V 2655 Laguna ... WAlm 1-6944
Mac's Radio & Appliance Exchange
915 Gato, Lombard 6-3764

(Continued Next Page)
If you have a doubt about look up the number in the later telephone book before you call.

Television

Television Dealers-(Cont'd)

MAGNAVOK TELEVISION SALES

Finest High-Fidelity pictures and sound... Chromatic Optical Filter, Multiple Speakers, Superpowered dependable chassis...

"WHERE TO BUY THEM"

FACTORY BRANCH Magnavox Co The 1355 Market Union 1 6452

AUTHORIZED DEALERS

Emotion The 835 Market Union 2-1111 1 Stoneham... 5 Eastm 1 2222

MARVEL TELEVISION

1344 Stockton Union 2-4117... 3501 Filmore West 1-6836... 1930 Ocean Av Jun 5-63106

MOTOROLA TELEVISION

COLOR TV MOTOROLA

BLACK & WHITE MOTOROLA TV

Television with -- PROVEN RELIABILITY... Reason: Accepted Liability Fine Reception -- Priced for every pocket.

"WHERE TO BUY THEM"

DISTRIBUTOR LANDASTER W J D 1031 Grant Av... 545 8-6350

DEALERS

Ace Radio Co 2247 Market Un 6-11 7-051... 1403 Filmore... 1930 Ocean Av Jun 5-1873

MUM72 TELEVISION-

YOUNG BROS TELEVISION STORES

White & Retail Valenc 6-4152... National Television & Appliance Co 1293 Filmore Jo-fm 7-0663

NIKKY'S RADIO & TELEVISION SERVICE

OLYMPIC TELEVISION-DISTRIBUTORS CURTIS X W CO 1355 Market Union 1-6550

PACKARD-BELL TELEVISION-RADIO

"For Over 25 Years Style and Built Best for the Well!"

"WHERE TO BUY THEM"

DISTRIBUTORS PROFT W P CO 1157 Post... 6-5940

FACTORY SERVICE DEPARTMENT

PACKARD BELL CO 1157 Post

DEALERS

A-1 TELEVISION & RADIO SERVICE... 4324 Geary Blvd... 2230 Polk Ordway 3-9343

Good party-line neighbors are considerate party-line users. Remember these golden rules:

- Space your calls instead of making several without a break. • Talk only as long as necessary on each call. • When you finish talking replace the receiver properly. • Make certain, if you are using a dial telephone, that the line is clear before you dial. • Ask your youngsters to be considerate, too.

PHILCO TELEVISION RADIO TELEVISION SALES AND SERVICE

Philco gives you big, clear brilliant pictures and exquisite cabinet beauty at most reasonable price.

"WHERE TO BUY THEM"

DALLMAN CO APPLIANCE DIVISION 465-7th... UN Grit 1-5500

A-1 TELEVISION & RADIO SERVICE

Associated Home Furnishers... 2530 Mission... 2542 Mission

SCARE AWAY RUST

To prevent rust in trash or garbage cans, pour melted paraffin (or old candles) in bottom of container. Rotate to coat bottom and sides.

RCA VICTOR

TELEVISION RADIO, PHOTOGRAPHS TAPE RECORDERS... World Leader in Radio, First in Recorded Music, First in Television.

"WHERE TO CALL"

DISTRIBUTOR MEYERSON LEO J CO 35 Couch, Market

DEALERS

A & B Verter Electric Co... 4534 Geary Blvd... 2544 Chestnut West

The Classified Telephone Directory tells purchasers where to your goods.

Behind on orders? Let Classified introduce the subject. It's fast. It's convenient. It's sure. It's like the Yellow Pages of your telephone book for getting in with almost everyone around. Try Classified once you'll use it often.

Warehouses-Public-(Cont'd)

McARTHUR JOHN & SON
207 12th St. EOrk 2-3776
210 Polk Deck Warehouse
210 Lombard GA rms 2-2933

PAGE-RICHMOND TERMINAL & WAREHOUSING
Open & Covered Storage
Complete Warehousing Service
1 Drumm DO wjls 2-5656

RICHMOND WAREHOUSE CO.
24th & Welton Av Richmond REap 3-5163
1770 Bremer Bldg. REap 2-8911

ROBERTSON DRYAGE CO INC
195 Charms. HEmlk 1-9563

LAN FRANCISCO WAREHOUSE CO.
COMPLETE WAREHOUSING SERVICE
POOL CAR DISTRIBUTION
DRAYING
625-24 SUTr 1-3461

SEA WALL WAREHOUSES
1901 Seneca DO wjls 2-4332

SEVEN SEAS WAREHOUSE COMPANY
COMPLETE WAREHOUSING SERVICE
DRAYING
POOL CAR DISTRIBUTION
622-24 GA rms 1-8121

SEA WALL WAREHOUSE COMPANY
General Office 425-74 GA rms 1-8121
Shipping Department
California Warehouse 425-34 GA rms 1-8125
Terminal Warehouse 425-34 GA rms 1-8126
U S Customs Bond 425-24 GA rms 1-8129
U S Int Rev Bond 425-24 GA rms 1-8130

UNITED WAREHOUSE CO.
1004 North Point SUTr 4-7000
Lata Terminal Co Ltd 118 Kona SUTr 3-4210

STEVENSSON WAREHOUSE CO.
Merchants Exchange Bldg. GA rms 2-2484

THOMPSON BROS INC.
WAREHOUSING
DRAYING
AND
POOL CAR DISTRIBUTION
12 Car Railroad Sliding
OFFICE SPACE AVAILABLE
3225-6th HEmlk 1-1250
Dispatch HEmlk 1-1410

WALSH WAREHOUSES INC.
1200 Battery GA rms 1-3440
100-74th-2nd St Warehouse
644 Palms SUTr 1-4536
WALKUP DRAYAGE & WAREHOUSE CO.
644 Palms SUTr 1-4536
WESTERN AUTO TRANSPORTS INC.
1100 S 10th Richmond LAwge 5-4872

Warehousing-Field

Deville-Curtis Warehouse Corp.
785 Market EOrk 2-5312

DOUGLAS-GARDIAN WAREHOUSE CORP.
FIELD WAREHOUSING
-A National Organization
785 Market EOrk 2-5349

HASLETT WAREHOUSE COMPANY
430 Beach FBpct 4-0270

LAWRENCE FIELD WAREHOUSING
COMPLETE INVENTORY FINANCING SERVICE


"FOR INFORMATION CALL"
Lawrence Warehouse Co
17 Drumm DO wjls 2-5573

Many buyers turn to the Yellow Pages first.

Warehousing-Field-(Cont'd)

Lawrence Warehouse Company
17 Drumm DO wjls 2-5573
From telephones served by the following exchange
East Bay Zone
160 Inter-City Charge)

NEW YORK TERMINAL WAREHOUSE CO.
180 201 Bush SUTr 1-1225

NYE'S ELEVATORS
Merchants Exchange Bldg. SUTr 1-5012
51 First Terminal Warehouse Co
381 Bush SUTr 1-1225

Washers
Hobelmann & Co Inc 225 Kansas UNderh 3-4046

JOLLEY WROUGHT WASHERS—HOBELMANN & CO INC
Special and Standard Washers
225 Kansas UNderh 3-4046

LA MOORE & D
Flare-Spaul's Itz-Misc-Fireboard
1221-14th Berkeley THaxl 1-0601

MELLOWES CO.
778 Havana HEmlk 1-1809
PACIFIC STATES FUEL & OIL CO
643 Howard DO wjls 2-2266

TILLEY MANUFACTURING CO INC.
Manufacturers of
WASHERS & GASKETS
Belts, Fibre, Johnson, Rubber, Pelt, Cast, Resor, Leather, Mangle, Etc
Special Orders
3161 Palms UNderh 1-2648

WINDHART MFG CO.
All Wash-All Sim-Amy Quantity
237 Madison SUTr 2-4486

Washing Compounds
Monasta Chemical Co Merchandising Division
3253 Market UNderh 3-1424
Sheridan 2 T Co 3228 Mission HEmlk 2-0861

SOILAX DISHWASHING COMPOUNDS—ECONOMICS LABORATORY INC
310 Market. GA rms 1-0644

Washing Machines-Coin Meter

APARTMENT HOUSE LAUNDRY EQUIP CO.
Coin Operated Washing Machines & Dryers
For Apartment Houses - Guest Houses
Housing Developments - Hotels
700 Anyvale St SKyts 2-5075

MILLS METER SERVICE
24-Hr. Telephone App. Serv. - Bay Area
Washers & Dryers for Apt. Houses, Etc.
1412 Palms SKyts 7-5449
If no answer call GA rms 2-1150

Pac Meter Corp 150 Clark SUTr 1-1285
Service Distributors Inc 875-7th UNderh 3-0415
From telephones served by the following exchange
East Bay Zone
160 Inter-City Charge)
Ask Operator for Entrance 1-0096
(See Advertisement This Page)

COIN OPERATED WASHING MACHINES & DRYERS
FOR
* Apartment Houses
* Institutions
* Hotels
* Trailer Courts
* Housing Developments
* Guest Houses



CALL
UNderhill 3-0415
SERVICE-DISTRIBUTORS INC.
875-7th

Washing Machines-Coin Meter-(Cont'd)

WESTINGHOUSE LAUNDROMATS
National Distributors
Westinghouse
Commercial Laundromats
Coin Metered



"FOR INFORMATION CALL"
A I D INC 1355 Market KLonda 2-2546
SERVICE DISTRIBUTORS INC
875-7th UNderh 3-0415

Washing Machines-Dealers
A-CITYWIDE REFRIGERATOR SERVICE
1007 1/2 Valencia. Missn 6-3167

ADD HOME-LAUNDRY EQUIPMENT
For nearly a half century
-Our slogan is
"AMERICA'S LEADING WASHERS AND IRONERS"
Precision Built



"WHERE TO BUY IT" DISTRIBUTOR
McCORMACK CORP
1255 Market UNderh 3-3300

DEALERS
ACCURATE APPLIANCE CO
903 O'Farrell PR spect 3-2000

APPLIANCE SERVICE & SALES CO
1626 Market HEmlk 1-1760
Papa Home Service
2633 San Bruno Av DLwars 3-7023

Yicenna Appliance Co
3472 Mission VA lerts 4-2500

WHOLESALE PARTS
INDUSTRIAL APPLIANCE SERVICE CO
48 & P 1434 Howard HEmlk 2-8103
WASHING MACHINE PARTS CO
45 Rhode Island HEmlk 1-4686

Washing Machines-Dealers-(Cont'd)

ACCURATE APPLIANCE CO.
ALL MAKES WASHERS
SERVICED - REPAIRED
903 O'Farrell PR spect 3-2000

Accurate Appliance Co
903 O'Farrell PR spect 3-2000
(See Advertisement Page 846)

ANGELIS WIFE SAVERS UNLIMITED
34 YRS OF SERVICE
Authorized
Sales & Service on
BENDIX - EASY - NORGE
MAYTAG - HAMILTON
We Service All Makes
But Sell Only the Best
FREE DELIVERY
2013 Irving QVind 1-9295

APEX WASHERS & IRONERS—DISTRIBUTORS
KAEMPER & BARRETT
233 Industrial Unjpr 4-4200

DEALERS
ACCURATE APPLIANCE CO
903 O'Farrell. PR spect 3-2000

AUTHORIZED FACTORY PARTS
ELECTRICAL APPLIANCE SERVICE CO OF
5 F 1334 Howard HEmlk 1-4182
WASHING MACHINE PARTS CO
43 Rhode Island. HEmlk 2-4686

APPLIANCE SERVICE & SALES CO
1626 Market HEmlk 1-1760
1500 Advertisement Page 846)
Automatic Home Laundry Service
Ray Pohl
80 Clara Ylton 2-0434

(Continued Next Page)
Advertise here—it pays.

WHERE TO BUY IT

Maytag

The Original Maytag Sales & Service Dept.
AUTOMATIC WASHERS - IRONERS - HOME FREEZERS
MAYTAG DUTCH OVEN GAS RANGES

Fully Automatic
Water Level
Control Saves Soap & Water

Control Servo Soap & Water

WE Sell It
WE Deliver It
WE Install It
WE Guarantee It
WE Have Parts for It

ALL MAKES REPAIRED
Wringer Rolls for All Makes

Service Trucks
Serving - San Francisco
Baldy City - Colma
South S. F. - San Mateo

ONE YEAR GUARANTEE
ON ALL WORK

MAYTAG Sales-Service-Parts
"Where You Buy Is as Important as What You Buy"

WEST COAST WASHING MACHINE CO.
487 - 493 VALENCIA
Over 9 Million Maytags in Use

UNderhill 1-5835
or UNderhill 1-4482

WASHING MACHINES

NOW • USED

REPAIRING and REBUILDING

Prospect 5-2000

or
Prospect 5-3502

Wringer & Motor Specialists

ALL MAKES OF WASHERS & ELECTRICAL APPLIANCES

FREE Pick-up & Delivery

903 O'FARRELL
CORNER OF FOLK,
ACCURATE APPLIANCE CO.

AUTHORIZED SERVICE AND SALES

WHIRLPOOL - MAYTAG

• ABC • CONLON • EASY • THOR




WE SERVICE AND REPAIR ALL MAKES
WASHERS • IRONERS • DRYERS
Including KENMORE • BENDIX • WESTINGHOUSE • HAMILTON

One Year Guarantee
On All Work

HEMlock 1-1760

Free Estimates
Established 1923

The Original
APPLIANCE SERVICE & SALES CO.
1658 MARKET

The Place to Buy

Modern APPLIANCE CO.

SALES & SERVICE

19 YEARS OF
PROMPT EXPERT SERVICE TO ALL DISTRICTS ON

- BENDIX
- THOR
- NORGE
- HOTPOINT

- MAYTAG
- WESTINGHOUSE
- KELVINATOR
- BLACKSTONE

- EASY
- A B C
- APEX
- WHIRLPOOL

Investigate Our Rent to Own Plan
Highest Trade In - Rebuild Washers From \$19.95

Underhill 1-4030

2311 MARKET ST.
NEAR 16th ST - NO PARKING PROBLEM

Washing Machines-Dealers-(Cont'd)

BEAM WASHERS-
WASHING MACHINE PARTS CO
Authorized Factory Parts
45 Rhode Island HEMlock 1-4686

Bedard's Easy Washer Shop
903 O'Farrell PR spect 5-2000

BEE-YAG WASHING MACHINES-
DEALER
ACCURATE APPLIANCE CO
903 O'Farrell PR spect 5-2000

BENDIX WASHERS & DRYERS
Your most complete choice
of Automatic Laundry
Equipment.
Dishwash (Washer-Dryer,
all in one) . . . Gas or
Electric . . . Tumble-Action
or Asstator Washers . . .
Gas or Electric Dryers . . . Trower,
"WHERE TO BUY THEM"
DISTRIBUTOR
CALIF ELECTRIC SUPPLY CO
1555 Folsom . . . Underh 3-2020

DEALERS
A & B Vertex Electric Co
4324 Geary Bl . . . EVrme 6-9493
Angelis WifeSavers Unlimited
1015 Irving O'Vind 1-9293
DELVIEW TELEVISION CO
3513 Mission . . . Kitep 4-7207
Bozz's Appliance Radio & T V Co
1401 Filmore . . . Tlme 6-5400
BRODIE'S 1281 Mission . . . MAkt 1-0680
Calif Television & Appliance Co
45 California SUtr 1-3541
CARNEY REFRIGERATION CO
590 Valencia HEMlock 1-7945
CHASE & F 1908 Mission . . . MARK 1-5620
DULFER'S OF WEST PORTAL
103 W Portal Av . . . O'Vind 1-1020
GUARANTEED APPLIANCE SERVICE
1015 Irving . . . O'Vind 1-9292
KALOUYIS 2420 Irving . . . O'Vind 4-7676
Loop J M & Co Inc
1375 Market . . . KL ord 2-1028
MISSION CARPET & FURNITURE CO
4899 Mission . . . UAge 5-3793
Modern Appliance Co
2311 Market . . . UNderh 1-4030
SCHWABASHER-FREY CO
725 Market . . . O'Vind 2-4848
STARLIGHT FURNITURE CO
2211 Mission . . . VAtnela 4-4365


FACTORY AUTHORIZED SERVICE
ACCURATE APPLIANCE CO
903 O'Farrell, PR spect 5-2000
AUTOMATIC HOME LAUNDRY SERVICE
Ray Post
60 Clara . . . Yuton 2-6634
BRODIE'S 1281 Mission . . . MAkt 1-0680
GUARANTEED APPLIANCE SERVICE
1015 Irving . . . O'Vind 1-9292
POUND'S REFRIGERATION SERVICE
615 Diamond Valencia 4-7737

BLACKSTONE HOME LAUNDRY EQUIPMENT-
DEALER
ACCURATE APPLIANCE CO
903 O'Farrell . . . PR spect 5-2000

FACTORY PARTS & SERVICE
ELECTRICAL APPLIANCE SERVICE CO
OP 5 F 1434 Howard . . . HEMlock 1-0182

Dulfer's

FACTORY AUTHORIZED
SALES & SERVICE
Automatic Washers & Dryers



Frighlino
General Electric
Bendix
Maytag
Hotpoint

O'Vind 1-1020

103 WEST PORTAL AVE.

BOXER'S APPLIANCE RADIO & T V CO
2401 Filmore . . . Tlme 6-5400
Brodie's 1281 Mission . . . MAkt 1-0680

CHAMPION WASHERS-
PARTS & SERVICE
VICTORY WASHER CO
2767 Mission, ATwr 2-4303

CHASE S F 1908 Mission . . . MARK 1-5620

CONLON WASHERS-
WASHING MACHINE PARTS CO
Authorized Factory Parts
45 Rhode Island HEMlock 1-4686

CENTER WASHING MACHINES-
DEALER
ACCURATE APPLIANCE CO
903 O'Farrell . . . PR spect 5-2000

AUTHORIZED FACTORY PARTS
WASHING MACHINE PARTS CO
45 Rhode Island HEMlock 1-4686

Dehmann's 281 Geary . . . CAtna 1-4343
DULFER'S OF WEST PORTAL
103 W Portal Av . . . O'Vind 1-1020
(See Advertisement This Page)

EASY HOME LAUNDRY EQUIPMENT

EASY

New Easy Separator
Automatic, "with the
washing" action
2,000,000 women like
best. "Atta Easy"
Separators, Wiltiger Washers, Gas & Electric
Dryers. Home Laundry specialists since 1977.

"WHERE TO BUY THEM"

DEALERS
A & B Vertex Electric Co
4324 Geary Bl . . . EVrme 6-9493
ACCURATE APPLIANCE CO
903 O'Farrell . . . PR spect 5-2000
Angelis WifeSavers Unlimited
1015 Irving O'Vind 1-9293
APPLIANCE SERVICE & SALES CO
1438 Market . . . HEM lock 1-1760
LACHMAN BROS
Mission & 16th . . . HEMlock 1-3300
NORICCA FURNITURE STORE
2316 Trower . . . LO'ord 4-4110
SMB's Furniture Co 2848 Minn. MI sun 7-8580
WAXMAN FURNITURE CO
2243 Mission . . . MI sun 7-4477

WHOLESALE PARTS
ELECTRICAL APPLIANCE SERVICE CO
OP 5 F 1434 Howard . . . HEM lock 1-8182

FACTORY BRANCH
BABY WASHING MACHINES
1355 Market . . . HEM lock 2-4107

AUTHORIZED FACTORY PARTS
WASHING MACHINE PARTS CO
45 Rhode Island HEMlock 1-4686

Easy Washing Machine Corp
1355 Market . . . HEM lock 2-4107
Elliott's Dishwashing Machine Co
461 S Van Ness Av . . . UN derh 1-3649
Emory's The 825 Market . . . YU ton 2-1111
1 Sycamore . . . SEAbript 1-2222

FRIGIDAIRE AUTOMATIC WASHERS-
SALES & SERVICE DEALERS
BRODIE'S 1281 Mission . . . MAkt 1-0680
GENERAL APPLIANCE COMPANY
363 Fall . . . MAkt 1-7778
JACKSON & S & SON
Irving at 26th Av SEAbript 1-5615
LEE FURNITURE CO
2338 Mission . . . VAtnela 6-3200
PURCELL BROS 2237 Irving . . . LO'ord 4-0525
SHIMAR-YOUNG REFRIGERATION CORP
1450 Van Ness Av . . . ONavy 5-6822

GENERAL APPLIANCE COMPANY
Frigidaire - Maytag - General Electric
Washers - Dryers
Factory Authorized Sales & Service
363 Fall . . . MAkt 1-7778

(Continued Next Page)

TO FILL CRACKS

Cracks in wooden walls, etc.,
can be permanently repaired by
filling them with a thick paste
made of approximately 1 part
linseed oil, 2 parts hot glue, 3
parts whitening and 4 parts sawdust.

Washing Machines-Dealers-(Cont'd)

Victory Supply Co 2767 Mission... ATwtr 2-4205
Victory Washer Co 2767 Mission... ATwtr 2-4205

VICTORY WASHERS-

PARTS & SERVICE
VICTORY WASHER CO
2767 Mission ATwtr 2 4205

WEST COAST WASHER WASHING CO
487 Valencia... UN dntel 1-5855

WESTINGHOUSE LAUNDRY EQUIPMENT--
AUTHORIZED FACTORY SERVICE
RAGS APPLIANCE SERVICE
240 Kearny Etchck 7 0945

DEALERS

CHASE S P 2805 Mission Market 1-5620
DAVE'S RADIO & APPLIANCE GRaysn 4-3191
1713 Park GRaysn 4-3191
DAVE'S RADIO & TELEVISION GRaysn 4-3191
FIRE FURNITURE & APPLIANCE CO 1431 Park GRaysn 4-1342
2228 Filmore Filmore 4-2722
KENNEY BROS 376 Market YUson 6-0749
MODERN APPLIANCE CO UNdntel 1-4050
3211 Market UNdntel 1-4050
SUGARMAN E INC SCyn 1-8945
480 Arroyo St
YOUNG BROS TELEVISION STORES 2801 Mission Valencia 6-4152

WHIRLPOOL HOME LAUNDRY EQUIPMENT

AUTOMATIC WASHERS
WRINGER WASHERS
DRYERS - IRONERS
WHIRLPOOL CORP., St. Joseph, Mich.
"WHERE TO CALL"

DISTRIBUTOR

BASFORD H R CO 235 15th... MARK 1-8545

DEALERS

A VALENTE & SONS
1872 Union Filmore 6-8052

A & B Electric Co
4334 Geary St Elven 6-9493

APPLIANCE SERVICE & SALES CO
2658 Market HE mlock 1-1760

BIRTE'S APPLIANCE & TELEVISION
350 Divisadero KLANcy 2-1127

Boer's Appliance Repair & TV Co
3483 Fillmore FIlmor 6-5400

BROADWAY PLUMBING CO
1700 Yosemite Ave Mission 9-4250

Catt's Home Furnishings
3498 Union PRect 2-4091

DAVIS FURNITURE CO
781 Mission EDch 2-4091

CALLI FURNITURE & APPLIANCE CO
2285 Valencia MItch 7-3121

HOPMAN ELECTRIC & RADIO CO
8277 Mission City CLza 3-3300

HOSE OF FURNITURE 2443 Baker JOrdn 7-0400

LEE FURNITURE CO
2838 Mission Valencia 6-5200

McKaus & Son 3259 Mission, Valencia 4-7913
Mellie Furniture Co
2555 San Bruno Av. SUnjpr 7-6078

Modern Appliance Co
2512 Market UNdntel 1-4080

Moraga Furniture Store
2326 Taylor LOrdnrd 4-4130

Sullivan Bros Furniture Co
739 Mission Douglas 9-8657

Soak Hardware 1448 Post WEA 1-3310

STARLIGHT FURNITURE CO
2512 Mission Valencia 4-4345

STRAND SERVICE TUB
5 Ft. Oldest Whirlpool Dealer

Stiles Furniture Co
36 & Madison UNdntel 1-2295

THOMSEN REFRIGERATION CO
850 Divisadero Filmore 6-7655

Guaranteed Service
4851 Mission DElwers 3-7242

UNITED TELEVISION SERVICE CO
2828 24th Valencia 4-3934

For accurate dialing of your calls, wait a few seconds for the steady humming sound of the dial tone. Then dial each letter and numeral gently, without forcing. If you get a busy signal, leave hang up before dialing gain.

Whirlpool Home Laundry Equipment-(Cont'd)

SERVICE

A-PARKSIDE APPLIANCE SERVICE
2587-39th Av SEAbright 1-4489

APPLIANCE SERVICE & SALES CO
1458 Market HE mlock 1-1760

AUTOMATIC HOME LAUNDRY SERVICE
60 Clara YUson 2-0634

SPEEDWAY REFRIGERATOR & APPLIANCE SERVICE
434 Ellis PRect 6 3049

AUTHORIZED FACTORY PARTS ELECTRICAL APPLIANCE SERVICE CO S P

Authorized Factory Parts & Service HE mlock 1-8102
1434 Howard WASHING MACHINE PARTS CO HE mlock 1-4664
49 Rhode Island HE mlock 1-4664

Washing Machines-Industrial

DETREX INDUSTRIAL WASHERS-DETREX CORP 293 Broadway - SAdnt 1-5496

Washing Machines-Parts & Supplies

Retail

APPLIANCE SERVICE & SALES CO
1458 Market HE mlock 1-1760

BROOKER'S
COMPLETE PARTS STOCK BENDIX - FRIGIDAIRE WESTINGHOUSE
1281 Mission MARK 1-0680

MAYTAG SALES & SERVICE SHOP
487 Valencia... UN dntel 1-5825

Listen for the "dial tone" before you start to dial, it means that the equipment is ready to receive your call.

Washing Machines-Parts & Supplies

Wash

Washing Machine Parts Co 45 Rhode Island... HE mlock 1-4666
From telephone served by the following exchanges
East Bay Zone
(No Inter-City Charge) Ask Operator for EXTENSION 2-0046

Washing Machines-Restoring

See Appliances, Remodeling-Restoring

Washing Machines-Renting

All American Furnitures & Refrigeration Co 928 Valencia ATwtr 2-2900
Modern Appliance Co 2311 Market... UN dntel 1-4050
The Meter & Repair Service 983 Valencia... ATwtr 2-1261

VICTORY WASHER CO
\$2.50 PER MONTH
Residual Applied on Payments
All Makes
2767 Mission or 24th... ATwtr 2-4205

Washing Machines-Repairing

A-PARKSIDE APPLIANCE SERVICE
Installation - Servicing - Testing

CITY-WIDE SERVICE
EXPERT REPAIRS ON
Automatic & Conventional Washers
Dishwashers - Refrigerators
Ironers - Dryers
ALL WORK GUARANTEED
2587-39th Av SEAbright 1-4489
(See Advertisement Page 851)

The Yellow Pages — meeting place of buyers and sellers.

Washing Machines-Repairing-(Cont'd)

A & B AMBATT APPLIANCE INC

COMPLETE REPAIRING ON ALL WASHING MACHINES
Estimates Gladly Given
3293-326 Valencia 4-4050

A & C HOME-LAUNDRY EQUIPMENT-ALERT & CASINI APPLIANCE SERVICE CO
3713 Geary St WAlmn 2-4

A & J REPAIR SERVICE

GUARANTEED REPAIR
All Makes
WASHERS AND DRYERS
CITY-WIDE SERVICE
FREE PICK-UP & DELIVERY
COURTEOUS PROMPT ATTENTION TO CALLS
We Service Appliances of All Makes
FREE ESTIMATES
OPEN SATURDAYS
508 Missouri... ATwtr 2-2705

ACCURATE APPLIANCE CO
903 O'Farrell PRect 3-200
(See Advertisement Page 846)

ALEKSI & CASINI APPLIANCE SERVICE CO
2753 Geary St WAlmn 2-464
(See Advertisement Page 850)

All Automatic Laundry Service
1213 West Point Av W/Hnd 1-806

ANGELS WIFE SAVERS UNLIMITED

CITY-WIDE SERVICE SINCE 1920
Residual - Easy - Merge - Merge - How? How?
One Year Guarantee on Our Work
2815 Irving... OYdnt 1-9285

ANGELS WIFE SAVERS CONSULTING
1015 Irving OYdnt 1-9285
(See Advertisement Page 850)

APPLIANCE RECREATION SERVICE CO

"ASCO"
BENDIX & WHIRLPOOL CITY-WIDE SERVICE
All Makes Repaired and Serviced Work Guaranteed
2412-14th... HE mlock 1-6217

APPLIANCE SERVICE & SALES CO

1458 Market... HE mlock 1-1760
(See Advertisement Page 849)

Automatic Home Laundry Service
60 Clara... YUson 2-0634
(See Advertisement Page 849)

Automatic Washer Service
375 Buckingham Wy... LOrdnrd 4-901

RAY LINE APPLIANCE SERVICE

INSTALL - SERVICE - REPAIR
All Makes and Models Washers & Dryers
SF - East Bay - Marin - Peninsula
659 Fulton... WEA 1-3170

BENDIX AUTOMATIC WASHERS-APPLIANCE SERVICE CO

10 Barbieri City City Plaza 5-505
AUTOMATIC HOME LAUNDRY SERVICE
60 Clara... YUson 2-0634
BROOKER'S 1281 Mission MARK 1-0680
CASINI AND ALERT APPLIANCE SERVICE CO 2753 Geary St WAlmn 2-4
GUARANTEED APPLIANCE SERVICE
1015 Irving... OYdnt 1-9285

BENDIX SPECIALIST SERVICE CO
2421 Scott... JOrdn 7-0407
(See Advertisement Page 851)

BROOKER'S FURNITURE APPLIANCE & TV CO

Repairs on All Makes
Free Pick-Up & Delivery
All Work Guaranteed
9402 Fillmore... FIlmor 6-5400

BROOKER'S

ALL MAKES REPAIRED
FACTORY AUTHORIZED
BENDIX - FRIGIDAIRE
1281 Mission... MARK 1-0680

(Continued Next Page)

AUTHORIZED SERVICE AND SALES

- o -

**Whirlpool - Maytag
ABC-CONLON-EASY-THOR**

- o -

We Service and Repair All Makes
WASHERS - IRONERS - DRYERS
Including **KENMORE - BENDIX
WESTINGHOUSE - HAMILTON**

One Year Guarantee on All Work

Estimates Free

The Original
APPLIANCE SERVICE & SALES CO.
Established 1923

HEmlock 1-1760

1658 MARKET

The Yellow pages save you time



[Title of District Court and Cause.]

AFFIDAVIT OF WILLIAM M. CASEY IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT

State of California

City and County of San Francisco—ss.

William M. Casey, being first duly sworn, deposes and says:

1. From August 31, 1954, I have been and now am sales manager for Admiral Distributors, San Francisco Division, a division of Admiral Corporation. Said division now is and has been at all times herein mentioned the distributor in the City and County of San Francisco for radios, television sets, refrigerators, air conditioners and electric ranges manufactured by the defendant Admiral Corporation. I have personal knowledge of the retailers who are selling or have at any time herein mentioned sold said products at retail in San Francisco.

2. At all times since August 31, 1954, there have been a minimum of 150 stores located in San Francisco selling one or more of said Admiral products at retail including, among the larger stores: Macy's, Hale Bros. and Chas. Brown. 118 of these dealers have sold said products continuously since August 31, 1954. On February 23, 1956, there were no less than 195 retail stores located in San Francisco selling one or more of said Admiral products.

3. At all times since August 31, 1954, there have

been a minimum of twenty stores located in the Mission District of San Francisco selling one or more of said Admiral products at retail. On February 23, 1956, there were 36 such retail stores located in said Mission District selling one or more of said Admiral products, to-wit:

All Makes TV, 5453 Mission
Apartment Supply, 554 Mission
Assoc. Home Furnishers, 1370 Mission
Bay City Enameling, 49 Shotwell
Bechler & Schwab, 140 Valencia
Belview TV, 5515 Mission
Bond Home Furnishings, 2224 Mission
Cherry Burrell, 2675 Folsom
C.S.E. TV, 3895 18th
Carney Refrigeration, 590 Valencia
Christophe's, 2388 Mission
City Wide Refrigerator, 1007½ Valencia
Dan's Sales & Service, 600 Potrero
David Williams, 1585 26th
Estrada Furniture, 3045 24th
Family Furniture, 1943 Mission
Fenech Furniture, 2636 San Bruno
Franks Market, 2500 San Bruno
The Furniture Mart, 2169 Mission
Howse Hardware, 2729 Mission
K. S. TV & Radio, 5488 Mission
Lee Furniture, 2838 Mission
Mission Reliable, 2255 Mission
Patek & Co., 1900 16th Street
Payless Furniture, 2177 Mission
Pound's Refrigeration, 4407 Valencia

Sabella TV, 1631 20th Street
Sipes TV Service, 136 Church
Standard Furniture, 3124 24th Street
Stanley's Radio, 3043 16th Street
State Radio & Music, 2796 Mission
Thomsen Refrigeration, 5451 Mission
Time Home Furniture, 3201 Mission
United TV, 2838 24th Street
Wally's TV, 2345 Mission
Young Bros. TV, 2301 Mission

There are now more than forty of such stores located in said Mission District selling one or more Admiral products.

4. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count One of the complaint in the above-entitled action.

/s/ WILLIAM M. CASEY

Sworn to before me and subscribed in my presence this 10th day of July, 1956.

[Seal] /s/ FRED J. CASASSA,
Notary Public in and for the City and County of
San Francisco, State of California. My Commission Expires November 18, 1956.

[Title of District Court and Cause.]

AFFIDAVIT OF WILLARD H. MIXTER IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT

State of California

City and County of San Francisco—ss.

Willard H. Mixter, being first duly sworn, deposes and says:

1. I am now, and was at all times herein mentioned, an officer of defendant H. R. Basford Company. From March 1, 1952 until December 31, 1955 I was Vice-President & General Manager; from January 1, 1956 to date I have been President & General Manager.

2. H. R. Basford Company is and was at all times mentioned distributor in the City and County of San Francisco for Zenith radios and Zenith television sets manufactured by defendant Zenith Radio Corporation, and is and was engaged in selling said Zenith products to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned sold, said Zenith products at retail in San Francisco.

3. At all times since January 1, 1952 there have been a minimum of 120 stores located in San Francisco selling said Zenith products at retail, including The City of Paris, W. & J. Sloan Co., The Emporium, Sherman Clay Co., Macy's, Sterling

Furniture Co., Lachman Bros., Nathan Dohrmann Co., Schwabacher-Frey Co., Chas. Brown & Sons, and the J. C. Penney Co. On February 23, 1956 there were and there are now 153 retail stores located in San Francisco selling said Zenith products.

4. At all times since January 1, 1952 there have been a minimum of 10 stores located in the Mission District of San Francisco selling said Zenith products at retail. On February 23, 1956, there were, and there are now 10 retail stores located in said Mission District selling said Zenith products, to-wit;

Name of Store	Address
(a) Hale's	2565 Mission Street
(b) Kay Jewelry	2548 Mission Street
(c) Atlas Radio	3242 22nd Street
(d) Hervey's	2627 Mission Street
(e) Granville's	2512 Mission Street
(f) Young Bros.	2301 Mission Street
(g) Christophes	2388 Mission Street
(h) Wally's	2345 Mission Street
(i) Jack Dougal	2460 Mission Street
(j) B.G.M. Radio & TV,	2412 Mission Street

Over the period from January 1, 1952 through February 23, 1956, and up to the present time, the number of retail stores selling Zenith products in San Francisco has remained more or less constant and at no time during that period have there been less than 120 retail stores located in San Francisco selling Zenith products.

/s/ WILLARD H. MIXTER
President and General Manager H. R. Basford Co.

Subscribed and sworn to before me this 26th day of June, 1956.

[Seal] /s/ MARIE MCGILLAWAY
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission expires March 28, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF WILLARD H. MIXTER IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT

State of California
City and County of San Francisco—ss.

Willard H. Mixter, being first duly sworn, de-
poses and says:

1. I am now, and was at all times herein men-
tioned, an officer of defendant H. R. Basford Com-
pany. From March 1, 1952 until December 31, 1955
I was Vice-President & General Manager; from
January 1, 1956 to date I have been President &
General Manager.

2. H. R. Basford Company was at all times here-
in mentioned and until December 31st, 1955, the
distributor in the City and County of San Fran-
cisco for Whirlpool clothes-washers and dryers and
was engaged in selling said Whirlpool products to
retailers located in San Francisco for resale by
them to the public. I have personal knowledge of

the persons, firms, and corporations who are selling, or have at any time herein mentioned until December 31st, 1955, sold said Whirlpool products at retail in San Francisco.

3. At all times from January 1, 1952 and until December 31, 1955, there have been a minimum of 40 stores located in San Francisco selling said Whirlpool products at retail, including the Emporium, Macy's, Schwabacher-Frey Co., Sterling Furniture Co., and Lachman Bros. Furniture Co. On December 31, 1955, there were 67 retail stores located in San Francisco selling said Whirlpool products.

4. At all times from January 1, 1952 through December 31, 1955, there were a minimum of five stores located in the Mission District of San Francisco selling said Whirlpool products at retail. On December 31, 1955 there were 5 retail stores located in said Mission District selling Whirlpool products, to-wit:

Name of Store	Address
(a) Hale Bros.	2565 Mission Street
(b) Young Bros.	2301 Mission Street
(c) Lee Furniture	2838 Mission Street
(d) Starlight Furniture	2211 Mission Street
(e) J. & L. Cleary	3215 Mission Street

Over the period from January 1, 1952 until December 31, 1955 the number of retail stores selling Whirlpool products in San Francisco has remained more or less constant and at no time during that

period has there been less than 40 retail stores selling such Whirlpool products.

/s/ WILLARD H. MIXTER
President & General Manager
H. R. Basford Company

Subscribed and sworn to before me this 26th day of June, 1956.

[Seal] /s/ MARIE MCGILLAWAY
Notary Public in and for the City and County of San Francisco, State of California. My Commission expires March 28, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF PARSHALL L. HENRY,
SALES MANAGER OF LEO J. MEYBERG
COMPANY, ON MOTION TO DISMISS

State and Northern District of California,
City and County of San Francisco—ss.

Parshall L. Henry, being first duly sworn, deposes and says:

That he is and has been, since the 6th day of July, 1954, Sales Manager of Radio and Television Department of Leo J. Meyberg Company, one of the defendants, above-named. Leo J. Meyberg Company is the distributor in Northern California of televisions and radios manufactured by Radio Corporation of America;

As such sales manager he is in charge of selecting persons, firms and corporations in the territory of Northern California and particularly in the City and County of San Francisco, who handle RCA Radios and Television for the purpose of resale to the public.

Annexed to this affidavit, marked Exhibit "A", referred to and by such reference made a part hereof, with the same force and effect as though set forth at large herein, is a correct list of dealers in the City and County of San Francisco, in radios and televisions manufactured by Radio Corporation of America;

That said list is full, true and correct as of the date hereof and with some minor variations, is correct as of the date the above-entitled action was commenced, to-wit: the 23rd day of February, 1956.

As of the date of this affidavit there are 127 dealers selling radios and televisions manufactured by Radio Corporation of America to the public in the said City and County of San Francisco. Of these 127 dealers, 18 are located in the Mission District.

At all times since January 1, 1952, there have been substantially the same number of such dealers in said City and County and said District.

In addition, at all times since January 1, 1952, there have been a substantial number of retail stores selling radios manufactured by Radio Corporation

of America to the public in said City and County and said District.

/s/ PARSHALL L. HENRY

Subscribed and sworn to before me this 14th day of July, 1956.

[Seal] /s/ JOHN G. STAMP
Notary Public in and for the City and County of
San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF SEYMOUR J. COOPER IN
SUPPORT OF MOTION OF JEFFERSON-
TRAVIS, INC. FOR SUMMARY JUDG-
MENT

State of California
City and County of San Francisco—ss.

Seymour J. Cooper, being first duly sworn, deposes and says:

1. I am now, and was at all times since November, 1954, an officer, to-wit, Vice-President, of defendant Jefferson-Travis, Inc. I was at all times between January, 1952 and November, 1954, an officer, to-wit, Vice-President (January, 1952 to July, 1952) and President (July, 1952 to November, 1954) of Emerson West Coast Corporation, a California corporation.

2. Jefferson-Travis, Inc., is, and was at all times

since November 1, 1954, the distributor in the City and County of San Francisco, hereinafter referred to as San Francisco, of radios and television sets manufactured by Emerson Radio and Phonograph Corporation, hereinafter referred to as Emerson, and is and was at all said times engaged in purchasing said Emerson products F.O.B. factory, Jersey City, New Jersey, and in selling said Emerson products to retailers located in San Francisco for resale to the public. Emerson West Coast Corporation was at all times between January, 1952 and November, 1954, the distributor in San Francisco, of radios and television sets manufactured by said Emerson, and was at all said times engaged in purchasing said Emerson products F.O.B. factory, Jersey City, New Jersey, and in selling said Emerson products to retailers located in San Francisco for resale to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time since May, 1952, sold said Emerson products at retail in San Francisco.

3. At all times since May, 1952, there have been a minimum of forty (40) stores located in San Francisco selling said Emerson products at retail, including at the present time such representative retail stores as I. Magnin's, City of Paris, Macy's and the White House. On February 23, 1956 there were one hundred and nine (109) retail stores located in San Francisco selling said Emerson products.

4. At all times since January 1, 1952, there have

been a minimum of thirteen (13) stores located in the Mission District of San Francisco selling said Emerson products at retail. On February 23, 1956, there were twenty-nine (29) retail stores located in said Mission District selling said Emerson products, to-wit:

Name of Store	Address
(1) Bayview Appliance	5015 3rd Street
(2) Cristofani & Muzio	1375 Mission Street
(3) Darios Home Furnishings	2660 San Bruno
(4) Drakes Jewelers	2320 Mission Street
(5) Eagle Sporting Goods, 123	3rd Street
(6) Ernie Gatto	5158 3rd Street
(7) Goodyear Service Store	1475 Mission Street
(8) Hale Bros.	2565 Mission Street
(9) Jamke Radio	324 Cortland
(10) K's Television	5488 Mission Street
(11) Kay Jewelers	2548 Mission Street
(12) Koch Furniture	2071 Mission Street
(13) Lachman Bros.	2019 Mission Street
(14) Mission Reliable Furniture	2255 Mission Street
(15) Obadashian & Sons	2180 Folsom
(16) Pacific Appliance	2456 Mission Street
(17) Pacific Radio & Television	2260 Mission Street
(18) Price-Rite Television	1422 22nd Street
(19) Schindel's Furniture	83 Leland
(20) Sipes Television Service	136 Church Street

- (21) Standard Furniture 3124 24th Street
- (22) Starlight Furniture 2211 Mission Street
- (23) Strand Service 2000 3rd Street
- (24) Television Engineering 2704 24th Street
- (25) Tip Top Radio &
Television 6295 3rd Street
- (26) Universal Furniture 1975 Mission Street
- (27) Video Service 1550 Howard Street
- (28) Waxman Furniture 2243 Mission Street
- (29) Young Bros. 2301 Mission Street

Each of the stores immediately hereinabove listed is in substantial competition with plaintiff Klor's, Inc. in the retail sale of Emerson products in the Mission District of San Francisco.

5. Since May, 1952, the number of retail stores selling said Emerson products in San Francisco has been constantly increasing. Thus, in May, 1952, there were forty (40) such stores; on January 1, 1953, sixty (60); on January 1, 1954, seventy-two (72); on January 1, 1955, one hundred and twenty (120); and on January 1, 1956, one hundred and twenty-four (124). The slight decrease in the number of retail stores selling Emerson products in San Francisco between January 1, 1956 and February 23, 1956, is the result of the fact that January and February are traditionally slow months in the sale of products similar to those manufactured by Emerson.

6. Similarly, since May, 1952, the number of retail stores selling said Emerson products in the Mission District of San Francisco has been con-

stantly increasing. Thus, in May, 1952, there were thirteen (13) such stores; on January 1, 1953, fourteen (14); on January 1, 1954, seventeen (17); on January 1, 1955, thirty-one (31); and on January 1, 1956, thirty-three (33).

/s/ SEYMOUR J. COOPER

Subscribed and sworn to before me this 6th day of July, 1956.

[Seal] /s/ VIOLET NEIERNBURG
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission expires Jan. 4, 1959.

[Title of District Court and Cause.]

AFFIDAVIT OF VERNON S. DALLMAN IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT AS TO COUNT ONE OF THE
COMPLAINT

State of California
City and County of San Francisco—ss.

Vernon S. Dallman, being first duly sworn, de-
poses and says:

1. I am now, and was at all times herein mentioned, an officer, to-wit, President of defendant Dallman Co., sued herein as Dallman Supply Co.
2. Dallman Co. is, and was at all times herein mentioned, the distributor in the City and County

of San Francisco, of the radios, televisions and refrigerators manufactured by defendant Philco Corporation, and is and was engaged in selling said Philco Corporation products to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are authorized to sell or have at any time herein mentioned been authorized to sell said Philco Corporation products at retail in San Francisco.

3. At all times since January 1, 1952 there has been a minimum of seventy-nine (79) stores located in San Francisco authorized to sell said Philco Corporation products at retail. The following are some of the more prominent stores:

The White House, Sutter and Grant Streets.

Chas. Brown & Sons, 813 Market Street.

City of Paris, Geary and Stockton Streets.

Schwabacher-Frey Co., 735 Market Street.

L. R. Jackson Homewares Co., 10th Avenue and Clement Street.

Macy's Department Store, Stockton and O'Farrell Streets.

4. On February 23, 1956, the date of the filing of the complaint herein, there were and there are now one hundred seventy-five (175) retail stores located in San Francisco authorized to sell said Philco Corporation products.

5. At all times since January 1, 1952 there has been a minimum of twenty-two (22) stores located in the Mission District of San Francisco authorized

to sell said Philco Corporation products at retail. On February 23, 1956 there were, and there now are, forty-seven (47) retail stores located in said Mission District authorized to sell said Philco Corporation products, to-wit:

A-N Merchandising, 1041 Mission Street.

Alert Appliance, 3895 18th Street.

American Radio Electric Service, 4023 18th Street.

Arc Electric, 4750 Mission Street.

Associated Home Furnishers, 1370 Mission Street.

BGM Radio & Television, 2412 Mission Street.

Belview Television, 5515 Mission Street.

Bill's Radio & Television, 686 Monterey Boulevard.

Carroll's Radio & TV, 6019 Mission Street.

Cherin Furniture, 727 Valencia Street.

Cristofani & Muzio, 1375 Mission Street.

Davis Furniture Co., 981 Mission Street.

Ed's TV & Appliance, 1370 Mission Street.

Family Furniture, 1943 Mission Street.

Furniture Mart, 2169 Mission Street.

Galli Furniture Co., 1200 Valencia Street.

Griffin Furniture Co., 440 Valencia Street.

Hervey's TV, 2627 Mission Street.

Home Furniture Co., 3201 Mission Street.

Jim Koch Home Furniture, 2071 Mission Street.

L & M Television Co., 4743-A Mission Street.

Lee Furniture Co., 2838 Mission Street.

Leed's TV, 3285 21st Street.

Mission Radio & Gun Repair Co., 3361 Mission Street.

Robert Morry, Inc., 556 Mission Street.

One Dollar Radio, 2754 24th Street.

P. F. & A. Radio & TV, 240 Townsend Street.

Pacific Appliance Co., 2767 Mission Street.

Verna Ramey Co., 1375 Mission Street.

Raycliff Sewing Machine Co., 2515 Mission Street.

Robinson's Appliance Co., 803 Courtland Avenue.

Jack Rosen, Inc., 1672 Mission Street.

San Francisco Furniture Co., 839 Mission Street.

Shapiro Furniture Co., 2183 Mission Street.

Sherry & Guglielmo Furniture Co., 621 Mission Street.

Smith Radio & TV, 3245 24th Street.

Standard Furniture Co., 3124 24th Street.

Tiedeman Appliance, 3471 Mission Street.

United Furniture Co., 2154 Mission Street.

United TV Service Co., 2838 24th Street.

Universal Furniture Co., 975 Mission Street.

Universal Instrument Co., 901 South Van Ness Avenue.

Vanoni Radio Service, 3452 Mission Street.

Carl Wald Co., 268 Mission Street.

Waxman Furniture, 2243 Mission Street.

Young Bros., Inc., 2301 Mission Street.

Tony Ziro, 1041 Mission Street.

6. Since January 1, 1952 the number of retail stores authorized to sell said Philco Corporation products in San Francisco has increased. In 1952 there were one hundred thirty-five (135) such stores

and on February 23, 1956 there were and there now are one hundred seventy-five (175) such stores.

/s/ VERNON S. DALLMAN

Subscribed and sworn to before me this 9th day of July, 1956.

[Seal] /s/ HELEN L. HARTMAN
Notary Public in and for the City and County of
San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF ROBERT A. WASHBURN IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT WITH RESPECT TO COUNT
ONE OF THE COMPLAINT

State of California,
City and County of San Francisco—ss.

I, Robert A. Washburn, being first duly sworn, depose and say:

I am employed by the defendant Rheem Manufacturing Company, and since on or about June 1, 1955 have been so employed, as Sales Manager of its Wedgewood Division for the northern part of California, including the City and County of San Francisco, with my office at 1355 Market Street, San Francisco, California.

Said defendant, Rheem Manufacturing Company, is and was at all times herein mentioned engaged in the business of manufacturing and selling by and

through its Wedgewood Division the ranges which are referred to in the complaint in some instances as Wedgewood gas ranges and in others as Wedgewood gas stoves. As such Sales Manager of said Wedgewood Division, I am the employee of said defendant most familiar with the facts stated in this affidavit.

Said Wedgewood gas ranges are manufactured by said defendant at its Wedgewood Division plant at Newark, Alameda County, California, and are sold directly by said Wedgewood Division to retail dealers in San Francisco and elsewhere. Said defendant has not appointed any distributors for the sale of said Wedgewood gas ranges to retail or other dealers in San Francisco and has not made and does not make any sales of said Wedgewood gas ranges to any distributors for resale by them to retail or other dealers in San Francisco, but at all times herein mentioned said defendant has made and now makes all sales of said Wedgewood gas ranges to retail dealers in San Francisco and elsewhere for resale by them to the public on a direct factory-to-dealer basis.

As such Sales Manager, I have and since on or about June 1, 1955 have had under my custody, control and supervision records of the sales made by said Wedgewood Division of said Wedgewood gas ranges to retail dealers in San Francisco, and have access to such records showing such sales made prior to on or about June 1, 1955, and I know the identity and number of said retail dealers to whom

such sales are and have been made and who are and have been engaged in selling said ranges at retail at the times herein stated.

The location of 2581 Mission Street, San Francisco, California, which is alleged in the complaint herein to be the location of the plaintiff's store, is in what is known as the Mission District in San Francisco.

At all times since January 1, 1952 there have been a minimum of forty-one stores located in San Francisco selling said Wedgewood gas ranges at retail, of which a minimum of eight have been at all of said times located in said Mission District.

On February 23, 1956 the number of such stores selling said Wedgewood gas ranges in San Francisco at retail was fifty-six, of which nine were located in said Mission District, including such stores at Gernhardt Strohmaier at 2205 Mission Street, Redlick's at 2101 Mission Street, Lachman Bros. at 16th and Mission Streets, Hale Bros. at 2565 Mission Street, Cherin's at 727 Valencia Street, Wally's Appliance & Television, at 2345 Mission Street, Shaff's Furniture Co. at 2868 Mission Street, Galli Furniture at 1200 Valencia Street, and W. G. Menary Co. at 3125 Mission Street. Since January 1, 1952 the number of such retail stores selling said Wedgewood gas ranges in San Francisco has been increasing. Thus, on January 1, 1952 there were forty-one such stores; on January 1, 1953 there were forty-five such stores; on January 1, 1954 there were fifty-two such stores; on January 1,

1955 there were fifty-two such stores; and on January 1, 1956 there were fifty-six such stores, including, in addition to said stores in said Mission District, such stores as Barker Bros. at 966 Mission Street, Dohrmann's at 281 Geary Street and 934 Mission Street, The Emporium at 835 Market Street and at Stonestown, Hale Bros. at 753 Market Street and 867 Market Street, Macy's at O'Farrell and Stockton Streets, Sterling Furniture Company at 1049 Market Street, J. H. Wiley at 2098 Market Street, House of Karlson at 130 - 10th Street, Ayoub Bros. at 2600 San Bruno Avenue, Barnal Company at 950 Geary Street, Biagis Furniture at 855 Mission Street, Brodie's at 1281 Mission Street, Burton & Rose at 745 Mission Street, California Home Furnishings at 1694 Union Street, Davis Furniture Co. at 981-85 Mission Street and 1610 Ellis Street, Figone Furniture Co. at 1652 Stockton Street, General Appliance Co. at 369 Fell Street, Ginn Wall Co. at 1016-1018 Grant Avenue, Granz & Ermann at 489 Haight Street, McManus Furniture Co. at 3259 Mission Street, Provident Furniture Co. at 4614 Mission Street, Alfredo Ratto & Sons at 561 Columbus Avenue, Vince Romeo & Son at 1300 Grant Avenue, San Francisco Furniture Co. at 839 Mission Street, The Strand Service at 18th and Mission Streets, Ti Sun Co. at 1123 Grant Avenue, Mike Yob at 1465 Haight Street, B. P. Deovlet & Sons at 1660 Pine Street, S. W. Johnson Co. at 729 Portola Drive, Geo. Peterson & Sons at 4947 Third Street, A. Ramazotti at 1473

Vallejo Street, and Thomsen's at 5451 Mission Street.

/s/ ROBERT A. WASHBURN

Subscribed and sworn to before me this 13th day of July, 1956.

[Seal] /s/ GEORGIA M. JAY,
Notary Public in and for the City and County of
San Francisco, State of California.

[Title of District Court and Cause.]

AFFIDAVIT OF J. A. MCGEE

State of California

City and County of San Francisco—ss.

J. A. McGee, being first duly sworn, deposes and says:

1. I am the Operating Manager of the San Francisco Branch of General Electric Supply Company, a division of General Electric Company. (Said division is hereinafter sometimes referred to as "General Electric Supply Company.") I am familiar with the records and accounts of the General Electric Supply Company.

2. The General Electric Supply Company has within the City of San Francisco the following franchised dealers for General Electric major appliances, which include electric ranges and clothes washers and dryers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Belview Television Co., 5515 Mission Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Custom Kitchens, 165 O'Farrell Street, San Francisco, California.

B. P. Devlet & Sons, 1660 Pine Street, San Francisco, California.

Dohrmann's, 281 Geary Blvd., San Francisco, California.

Dohrmann Commercial Co., c/o The Emporium, 835 Market Street, San Francisco, California.

Dulfer's, 103 West Portal Avenue, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue,
San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Fran-
cisco, California.

General Appliance Company, 369 Fell Street,
San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission
Street, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Fran-
cisco, California.

Goodyear Service Stores, 11th & Mission Streets,
San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store,
753 Market Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission
Street, San Francisco, California.

Hale's TV & Appliance Store, 867 Market Street,
San Francisco, California.

Hastorf-Nettles, 140 Hawthorne Street, San
Francisco, California.

Household Appl. & Furn. Center, 843 Montgom-
ery Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San
Francisco, California.

G. B. Jackson, 20th Avenue & Irving Street, San
Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San
Francisco, California.

Kenney Bros. Radio, 408 Market Street, San
Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega, San Francisco, California.

Ralph's Appliance & Furn., 1570 California Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

K. C. Richards Co., 1734 Lombard Street, San Francisco, California.

Rodoni-Becker, 455 10th Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

San Francisco Elec. & Hdwe., 1006 Fillmore Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Scott Plumbing Co., 243 Minna Street, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Mike Yob's Appliance, 1465 Haight Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

3. The General Electric Supply Company has within the Mission District of the City of San Francisco the following franchised dealers for General Electric major appliances, which include electric ranges and clothes washers and dryers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Belview Television Co., 5515 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

4. The General Electric Supply Company has within the City of San Francisco the following franchised dealers for General Electric television receivers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Alexander Furniture, 39 Grove Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 22nd Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Balboa Furn. & Appl. Co., 3729 Balboa Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Frank E. Beale Co., 230 Market Street, San Francisco, California.

Bechler-Schwab, 4614 Mission Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Biddle Radio & TV Service, 2250 Taraval, San Francisco, California.

Bories Radio & TV, 4025 Judah Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Chas. Brown & Sons, 813 Market Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

J. R. Calloway & Co., 312 Mason Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Circle TV & Radio, Mr. Sam J. Bruno, 802 Greenwich Street, San Francisco, California.

City of Paris, Geary & Stockton Streets, San Francisco, California.

W. Wayne Clark, Inc., 593 Market Street, San Francisco, California.

Colberg Supplies, Attn.: Mr. H. Epstein, Sales Mgr., 777 Golden Gate Avenue, San Francisco, California.

Cristofani & Muzio, 1375 Mission Street, San Francisco, California.

Dave's Radio & Appliance, 1720 Polk Street, San Francisco, California.

Davis & Myers, 1499 Franklin Street, San Francisco, California.

B. P. Deovlet & Sons, 1660 Pine Street, San Francisco, California.

Designs Oriental, 1251 Pacific, San Francisco, California.

Dohrmann's, 281 Geary Blvd., San Francisco, California.

Dunnigan Furniture Co., 947 Columbus, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

The Emporium, 835 Market Street, San Francisco, California.

Ennis Furniture Co., 4134 Judah Street, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Evans Radio & TV Service, 1287 Fulton Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue, San Francisco, California.

Fidelity Trading Co., 150 California Street, San Francisco, California.

Fine Furniture, 2226 Fillmore Street, San Francisco, California.

Bud Fiske Co., 1619 Pine Street, San Francisco, California.

The Gale Company, 3407 California Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Geary Radio & Appliance, 5629 Geary Blvd., San Francisco, California.

General Appliance Company, 369 Fell Street, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store, 753 Market Street, San Francisco, California.

Hale's TV & Appliance, 867 Market Street, San Francisco, California.

Harmony Radio & Electric, 661 Clement Street, San Francisco, California.

Henshaw Home Appliances, 433 Turk Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Household Appl. & Furn. Center, 843 Montgomery Street, San Francisco, California.

House of Karlson, 130 10th Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

N. P. Kafaury, c/o Bookbinder Bros. Appl. Div., 1420 Irving Street, San Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San Francisco, California.

Kenney Bros. Radio, 408 Market Street, San Francisco, California.

Paul Koss Supply Co., 900 Folsom Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Alvin Lang Co., 126 Post Street, San Francisco, California.

The Lee Co., 900 Battery Street, San Francisco, California.

Lesser's, 54 Belden Street, San Francisco, California.

Lewis, Inc., 133 Kearny Street, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Lynch Electric, 937 McAllister Street, San Francisco, California.

Macy's-San Francisco, Stockton & O'Farrell Streets, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

Mee Shing Radio Co., 1051 Grant Avenue, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

H. R. Miller & Co., 3028 San Bruno Avenue, San Francisco, California.

Mark Morris Tire Co., 999 Geary Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega, San Francisco, California.

Norton's Radio & TV, 337 Holloway Avenue, San Francisco, California.

Opp's Radio & TV Co., 3739 Balboa, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Phillipine Service Co., 85 5th Street, San Francisco, California.

Photo & Sound, 116 Natoma Street, San Francisco, California.

Ralph's Appliance & Furn., 1570 California Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

K. C. Richards Co., 1734 Lombard St., San Francisco, California.

Barry W. Rogers Co., Inc., 121 Market Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Lewis Samuels & Co., 520 McAllister Street, San Francisco, California.

Santos & Co., 515 Market Street, San Francisco, California.

Schwabacher-Frey Co., 735 Market Street, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Sherman-Clay & Co., Sutter & Kearny Streets, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Jim Shum Supply Co., 545 Kearny Street, San Francisco, California.

Sincere TV, 1378 Pacific, San Francisco, California.

Skinner, Hirsch & Kaye, 239 Grant Avenue, San Francisco, California.

Stanley's Radio & Television Service, 3043 16th Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

The Strand Service, 2000 3rd Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Sugarman Appliance Service, 21 Cragmont Avenue, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

T. J. Furniture, 701 Schrader Street, San Francisco, California.

Television of San Francisco, 659 Geary Street, San Francisco, California.

United Purchasing Agency, 386 Geary Street, San Francisco, California.

United TV & Service, 2838 24th Street, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Mason Wenzel, 255 California Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

World Wide Trading, 210 California Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

5. The General Electric Supply Company has within the Mission District of the City of San

Francisco the following franchised dealers for General Electric television receivers:

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Bechler-Schwab, 4614 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Cristofani & Muzio, 1375 Mission Street, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Pallas Bros, T.V., 5000 Mission Street, San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

6. The following retailers in San Francisco are on the books of the General Electric Supply Company as traffic appliance and radio dealers:

A. & B. Electric & Radio, 741 Jackson Street, San Francisco, California.

A-K Radio, 3804 17th Street, San Francisco, California.

A. & M. Merchandising, 1041 Mission Street, San Francisco, California.

Ace Radio Co., 2267 Market Street, San Francisco, California.

H. Acosta's Jewelry, 551 Haight Street, San Francisco, California.

Adam-Hill Co., 244 9th Street, San Francisco, California.

Alexander Furniture, 39 Grove Street, San Francisco, California.

American Appliance & Supply, 1150 Sutter Street, San Francisco, California.

American & Far Eastern Trading, 24 California Street, San Francisco, California.

Apartment Supply Company, 554 Mission Street, San Francisco, California.

Appliance Mart, 448 Larkin Street, San Francisco, California.

Applebaum Sales, 1288 Golden Gate, San Francisco, California.

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Army Air Force Exchange Service, Mr. Clyde Dunham, 563 Market Street, San Francisco, California.

Arteo, 600 Van Ness, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Paper, 740 Folsom Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 22nd Street, San Francisco, California.

Automatic Home Laundry, 60 Clara Street, San Francisco, California.

Axelrad Furniture Co., 1102 Sutter Street, San Francisco, California.

Ayoob Bros., 2600 San Bruno Avenue, San Francisco, California.

Azevedo Bros., 210 Post Street, San Francisco, California.

BGM Radio, 2412 Mission Street, San Francisco, California.

Ben C. Baglion, 319 8th Avenue, San Francisco, California.

Edward Baker Co., 330 Market Street, San Francisco, California.

Balboa Furn. & Appl. Co., 3729 Balboa Street, San Francisco, California.

Barnal Company, 950 Geary Street, San Francisco, California.

Alfred Bass, 585 Market Street, San Francisco, California.

Bay Area Exchange, Mr. S. Karlan, Presidio of San Francisco, San Francisco, California.

Bay View Pharmacy, 6157 Geary Blvd., San Francisco, California.

Paul Bayer, 617 Clement Street, San Francisco, California.

Frank E. Beale Co., 230 Market Street, San Francisco, California.

Bear Photo Service, 330 Grove Street, San Francisco, California.

Bechler & Schwab Furn. Co., 4614 Mission Street, San Francisco, California.

Beier & Gunderson, 77 Battery Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Monroe J. Belling, 1126 Market Street, San Francisco, California.

Belview Appliance, 5515 Mission Street, San Francisco, California.

L. Benthon Jewelry Co., 2050 Fillmore Street, San Francisco, California.

Best Quality Radio Store, 285 Eddy Street, San Francisco, California.

Better Homes Furniture Co., 2226 Polk Street, San Francisco, California.

Biaggi's Furniture, 855 Mission Street, San Francisco, California.

Biddle Radio & TV Service, 2250 Taraval, San Francisco, California.

Borelli Hdwe. & Sptg. Goods Co., 4537 Mission Street, San Francisco, California.

Bories Radio & TV, 4025 Judah Street, San Francisco, California.

J. M. Boscus Co., 339 Clement Street, San Francisco, California.

Bowerman's Pharmacy, 356 Post Street, San Francisco, California.

Bowerman's Lakeside Pharmacy, Ocean Ave. and Junipera Serra, San Francisco, California.

C. A. Bowman, 2415 Sutter Street, San Francisco, California.

Boxer's Furn. & Appl. Co., 1401 Fillmore Street, San Francisco, California.

Broemmel's Pharmacy, 384 Post Street, San Francisco, California.

Henry Brilliant, Jewelers, 2351 Mission Street, San Francisco, California.

Brown Furniture & Appl., 2275 Market Street, San Francisco, California.

Chas. Brown & Sons, 813 Market Street, San Francisco, California.

Chas. Brown Hotel Supply, 712 Market Street, San Francisco, California.

Bunny Hardware, 2613 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Al Bush Electric, 1245 Folsom Street, San Francisco, California.

Butler Bros., Stonestown, San Francisco, California.

Byington Electric Co., 1809 Fillmore Street, San Francisco, California.

California Furnishers, 2949 Balboa, San Francisco, California.

California Home Furnishings, 1694 Union, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

J. R. Calloway & Co., 312 Mason Street, San Francisco, California.

Camera Center, 1080 Market Street, San Francisco, California.

Carlotta's Toy Shop, 17 West Portal Avenue, San Francisco, California.

A. Cavalli & Co., 1441 Stockton Street, San Francisco, California.

Central Appliance, 2967 Mission Street, San Francisco, California.

M. L. Chaban, 50 Main Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Christian of Copenhagen, Inc., 225 Post Street, San Francisco, California.

Christophe's, 2388 Mission Street, San Francisco, California.

Church Purchasing & Service Agcy., 417 Market Street, San Francisco, California.

Cincotti Bros., 169 Jefferson Street, San Francisco, California.

Circle TV & Radio, Mr. Sam J. Bruno, 802 Greenwich Street, San Francisco, California.

City of Paris, Geary & Stockton Streets, San Francisco, California.

Clarks Furniture, 1625 Mission Street, San Francisco, California.

W. Wayne Clark, Inc., 593 Market Street, San Francisco, California.

J. & L. Cleary, 3215 Mission Street, San Francisco, California.

Cliff's Variety, 515 Castro Street, San Francisco, California.

Colberg Supplies, Attn.: Mr. H. Epstein, Sales Mgr., 777 Golden Gate Avenue, San Francisco, California.

Colè Street Hardware Co., 944 Cole Street, San Francisco, California.

Columbia Music & Electronic Co., 1080 Market Street, San Francisco, California.

Columbus Furniture Co., 950 Columbus Avenue,
San Francisco, California.

Commercial Trading Co., 24 California Street,
San Francisco, California.

Ted Cooper's Hardware, 5221 Geary Blvd., San
Francisco, California.

Coronet Sales, 390 Eddy Street, San Francisco,
California.

Cowan Associates, 241 Clay Street, San Fran-
cisco, California.

Cristofani & Muzio, 1375 Mission Street, San
Francisco, California.

Crocker-Johnson, 733 Harrison Street, San Fran-
cisco, California.

Custom Kitchens, 165 O'Farrell Street, San Fran-
cisco, California.

Dale Company, 614 Jackson Street, San Fran-
cisco, California.

Dalziel Plumbing Supplies, 2741 16th Street,
San Francisco, California.

Dario Furniture Co., 2660 San Bruno Avenue,
San Francisco, California.

Dart Appliance Stores, 1318 Polk Street, San
Francisco, California.

Dave's Radio & Appliance, 1720 Polk Street,
San Francisco, California.

Davis Furniture, 981 Mission Street, San Fran-
cisco, California.

Davis & Myers, 1499 Franklin Street, San Fran-
cisco, California.

B. P. Deovlet & Sons, 1660 Pine Street, San
Francisco, California.

Designs Oriental, 1251 Pacific, San Francisco, California.

The Diamond Palace, 797 Market Street, San Francisco, California.

Dimmer Hardware Co., 1715 Polk Street, San Francisco, California.

J. L. Dirickx, 149 California Street, San Francisco, California.

Dohrmann's, 281 Geary Street, San Francisco, California.

Jack Dougal's Jewelry, 2460 Mission Street, San Francisco, California.

Dowd-Seid Electric, 2118 Mission Street, San Francisco, California.

Doyle Furniture Co., 821 Mission Street, San Francisco, California.

Duart Mfg. Ltd., 984 Folsom Street, San Francisco, California.

Dulfer's, 103 West Portal Avenue, San Francisco, California.

Dunham & Smith Agencies, Inc., 25 California Street, San Francisco, California.

Dunnigan Furniture Co., 947 Columbus, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

East Asiatic Co., 465 California Street, San Francisco, California.

Easterday Supply Co., Fell & Gough Streets, San Francisco, California.

Electrical Appliance Service, 1434 Howard Street, San Francisco, California.

Electrolux Corporation, 417 Montgomery Street, San Francisco, California.

Embassy Jewelers, Inc., 126 Post Street, San Francisco, California.

The Emporium, 835 Market Street, San Francisco, California.

Ennis Furniture Co., 4134 Judah Street, San Francisco, California.

Ernie's, 336 4th Street, San Francisco, California.

Ernie Gatto Radio & TV, 5158 3rd Street, San Francisco, California.

Esda Sales & Service, 703 Market Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Evans Radio & TV Service, 1287 Fulton Street, San Francisco, California.

Excelsior Camera Shop, 4661 Mission Street, San Francisco, California.

F. & R. Enterprises, 968 Valencia Street, San Francisco, California.

Family Furniture, 1943 Mission Street, San Francisco, California.

Fashion Furniture, 2100 Taraval, San Francisco, California.

Fedeli Electric Co., 1766 Mission Street, San Francisco, California.

Federal Store, c/o The Majestic, 916 Howard Street, San Francisco, California.

Federal Stores, 725 Market Street, San Francisco, California.

Fenech Furniture Co., 2636 San Bruno Avenue, San Francisco, California.

Ferrera Bros. Hardware, 4540 Mission Street, San Francisco, California.

Ferrera Variety & Hdwe. Store, 4653 Mission Street, San Francisco, California.

Fidelity Trading Co., 150 California Street, San Francisco, California.

Figone Furniture Co., 1652 Stockton Street, San Francisco, California.

Fillmore Camera Shop, 1229 Fillmore Street, San Francisco, California.

Fine Furniture, 2226 Fillmore Street, San Francisco, California.

Bud Fiske Co., 1619 Pine Street, San Francisco, California.

Forest Hill Pharmacy, 400 Dewey Blvd., San Francisco, California.

Frank's Jewelers, 1079 Market Street, San Francisco, California.

Fredericksen Hardware, 3029 Fillmore Street, San Francisco, California.

Freedman's Radio, 280 Golden Gate, San Francisco, California.

J. E. French Co., 1849 Van Ness Avenue, San Francisco, California.

E. Friedlander, 3747 Sacramento Street, San Francisco, California.

Friendly Furniture, 547 Clement, San Francisco, California.

The Gale Company, 3407 California Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

M. B. Gardner, 199 Geary Street, San Francisco, California.

Geary Radio & Appliance, 5629 Geary Blvd., San Francisco, California.

General Appliance Company, 369 Fell Street, San Francisco, California.

General Export, 74 Sacramento Street, San Francisco, California.

General Refrigerator Sales Co., 353 Sutter Street, San Francisco, California.

General Sales Corp., 745 Bryant Street, San Francisco, California.

Gernhardt-Strohmaier Company, 2205 Mission Street, San Francisco, California.

E. A. Giacobbi Co., 133 Geary Street, San Francisco, California.

Gilbert Electric, 465 O'Farrell Street, San Francisco, California.

Ginn Wall Co., 1016 Grant Avenue, San Francisco, California.

Mario Giovanzana, 701 Union Street, San Francisco, California.

Glen Five & Ten, 3914 Judah Street, San Francisco, California.

Golden Gate TV & Appl. Co., 701 Golden Gate Avenue, San Francisco, California.

Golden Star Radio, 846 Clay Street, San Francisco, California.

Golden State Company, Ltd., 425 Battery Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Charles Gottfried Co., 619 Mission Street, San Francisco, California.

Granat Bros., 2390 Mission Street, San Francisco, California.

Granville's, Geary & Kearny Streets, San Francisco, California.

Granville's-Fillmore, Inc., 1642 Fillmore Street, San Francisco, California.

Granz & Ermann, 489 Haight Street, San Francisco, California.

Wm. P. Gross, 4640 Geary Blvd., San Francisco, California.

Gumps, 250 Post Street, San Francisco, California.

Hale's Dept. Store, Radio & Appliance Store, 753 Market Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Hale's TV & Appliance Store, 867 Market Street, San Francisco, California.

Haluk Lighting & Mfg., 30 Elmira Street, San Francisco, California.

Hamburger Siegfried Co., 111 New Montgomery Street, San Francisco, California.

Harmony Radio & Electric, 661 Clement Street, San Francisco, California.

Hartman Jewelry Company, 126 Post Street, San Francisco, California.

Heines Hardware, 3614 Balboa Street, San Francisco, California.

Henshaw Home Appliances, 433 Turk Street, San Francisco, California.

Hersh's Dept. Store, 1155 Market Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

The Hobby Center, 5748 Geary Blvd., San Francisco, California.

Florence Huber, Interiors, 2095 Union Street, San Francisco, California.

Hockwald Chemical Co., 135 Mississippi Street, San Francisco, California.

Hughes & Byrd, 185 Post Street, San Francisco, California.

Hundert Appliance Co., 1058 Folsom Street, San Francisco, California.

Home Appliance, 816 Irving Street, San Francisco, California.

Home Furniture Co., 3201 Mission Street, San Francisco, California.

Honnami Taieido, 1709 Buchanan Street, San Francisco, California.

House of Furniture, 2000 Union Street, San Francisco, California.

House of Karlson, 130-10th Street, San Francisco, California.

Household Appl. & Furn. Center, 843 Montgomery Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Inglewood Store, 2379 Ocean Avenue, San Francisco, California.

G. B. Jackson, 20th Avenue & Irving Street, San Francisco, California.

L. R. Jackson, 852 Clement Street, San Francisco, California.

Jamke Radio Sales, 324 Cortland Avenue, San Francisco, California.

The Jays, 801 Arguello Blvd., San Francisco, California.

Jeffress Hdwe. & Paint Co., 2351 Market Street, San Francisco, California.

Jenkel Jewelers, 126 Post Street, San Francisco, California.

Al John Furniture & Appl., 1313 Mason Street, San Francisco, California.

Jordon International Co., 444 Market Street, San Francisco, California.

N. P. Kafaury, c/o Bookbinder Bros. Appl Div., 1420 Irving Street, San Francisco, California.

Kahn & Keville, Turk & Larkin Streets, San Francisco, California.

Kay Furniture Co., 1516 Fillmore Street, San Francisco, California.

Kay Jewelry Co., 2548 Mission Street, San Francisco, California.

R. P. Kearns Co., 165 Post Street, San Francisco, California.

H. Clayton Keller Furniture Co., 2877 California Street, San Francisco, California.

Kenney Bros. Radio, 408 Market Street, San Francisco, California.

Keystone Products Co., 153 Kearny Street, San Francisco, California.

Kindall & Graham, 782 Mission Street, San Francisco, California.

Jim Kock Home Furnishings, 2071 Mission St., San Francisco, California.

Komor's, 3315 Irving Street, San Francisco, California.

Paul Koss Supply Co., 900 Folsom Street, San Francisco, California.

Knapp Radio & Appliance, 1033 Irving Street, San Francisco, California.

S. H. Kress & Co., 939 Market Street, Hdwe. Div., San Francisco, California.

S. H. Kress & Co., 2712 Mission Street, Store 873, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Lam Electrical Repairs, 803 Broadway, San Francisco, California.

Lambert Furniture Co., 4037 Balboa Street, San Francisco, California.

Alvin Lang Co., 126 Post Street, San Francisco, California.

La Scala Radio, 1436 California Street, San Francisco, California.

The Lee Company, 900 Battery Street, San Francisco, California.

Lee Furniture Co., 2838 Mission Street, San Francisco, California.

Lenore Linen, 316 Post Street, San Francisco, California.

Marcus Lesoine, 1625 Bush Street, San Francisco, California.

Lesser's, 54 Belden Street, San Francisco, California.

R. Levitin Furn. & Appliance, 1014 Clement Street, San Francisco, California.

Lewis Inc., 133 Kearny Street, San Francisco, California.

Lindeburg & Co., 175 Ellis Street, San Francisco, California.

Little City Houseware, 1341 Stockton Street, San Francisco, California.

Little Food Shop, 535 Scott Street, San Francisco, California.

J. M. Long, c/o Crystal Palace Market, 1175 Market Street, San Francisco, California.

Lynch Electric, 937 McAllister Street, San Francisco, California.

Lyon Agency, 293 - 8th Street, San Francisco, California.

M & S Cigar Store, 220 Bush Street, San Francisco, California.

Mac's Radio & TV, 915 Cole Street, San Francisco, California.

Macy's-San Francisco, Stockton & O'Farrell Streets, San Francisco, California.

Mahoney Electric, 1375 Valencia Street, San Francisco, California.

Majestic Store, 2474 Mission Street, San Francisco, California.

Malita Furniture, 2660 San Bruno Avenue, San Francisco, California.

C. A. Malm & Co., 230 Post Street, San Francisco, California.

Manor Hardware Co., 2601 Ocean Avenue, San Francisco, California.

Marina Stove & Furniture Co., 2419 Lombard Street, San Francisco, California.

Marine Corps Area Exchange, 100 Harrison Street, San Francisco, California.

Market Hardware, 147 Jackson Street, San Francisco, California.

Market Radio, 1240 Market Street, c/o Sound Dept., San Francisco, California.

Marsh Hdwe. & Variety Store, 498 Taraval Street, San Francisco, California.

Marshall's West Portal Pharmacy, 186 West Portal, San Francisco, California.

Walter Mayer Refrigeration Supply, 1397 Valencia Street, San Francisco, California.

McLab Company, 11 Lakeshore Plaza, San Francisco, California.

McKesson-Robbins, 50 First Street, San Francisco, California.

McRosky-Airflex Mattress, 1687 Market Street, San Francisco, California.

McWilliams Radio & TV Service, 3040 Taraval Street, San Francisco, California.

Mee Shing Radio Co., 1051 Grant Avenue, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Merrills Drug Center, 805 Market Street, San Francisco, California.

Merrill's Drug Store, 1091 Market Street, San Francisco, California.

Meyers Self Serv. Stores, 4049 - 24th Street, San Francisco, California.

Midtown Furniture Co., 1330 Polk, San Francisco, California.

Military Sea Transport Service Welfare & Recreation Fund., Pac. Area, Whse. C., Bldg. 314, Fort Mason, San Francisco. Mr. D. W. Blossom, Cmdr. E. B. Terrio.

H. R. Miller & Co., 3028 San Bruno Avenue, San Francisco, California.

J. V. Moan Commissary Co., 45 Hubbell, San Francisco, California.

Modern Appliance Company, 2311 Market Street, San Francisco, California.

Modern House, 3265 - 16th Street, San Francisco, California.

Modern Radio Co., 1475 Haight Street, San Francisco, California.

Model Radio & Electric Shop, 220 Taraval Street, San Francisco, California.

Modern TV & Appliance Co., 2114 Fillmore Street, San Francisco, California.

Mohr Radio, 2298 Fillmore Street, San Francisco, California.

Molkenbuhr Bros., 23 Grant Avenue, San Francisco, California.

Morgan & Barclay Company, 531 Mission Street, San Francisco, California.

Peter Mork Jewelry, 225 West Portal Avenue, San Francisco, California.

Mark Morris Tire Co., 999 Geary Street, San Francisco, California.

Moulin Studio, 181 Second Street, San Francisco, California.

Mowwo & Dere Co., 853 Grant Avenue, San Francisco, California.

Murphy's Radio, 1508 Polk Street, San Francisco, California.

Mutschler Kitchens, 635 Texas Street, San Francisco, California.

Myron's Jewelers, 905 Stockton Street, San Francisco, California.

The National Dollar Stores, 929 Market Street, San Francisco, California.

National Theater Supply, 255 Golden Gate Avenue, San Francisco, California.

Nelson's, 1181 Market Street, c/o Crystal Palace Market, San Francisco, California.

Neon Pharmacy, 2901 Van Ness Avenue, San Francisco, California.

Geo. V. Nichols, 2647 - 24th Street, San Francisco, California.

Niderost & Taber, 126 Post Street, San Francisco, California.

Niederholzer Jewelers, 133 Geary Street, San Francisco, California.

Nob Hill Market, 1001 Powell Street, San Francisco, California.

Nob Hill Sales & Service, 1148 Taylor Street, San Francisco, California.

Noriega Furniture Co., 2326 Taraval Street, San Francisco, California.

Noriega Hdwe. & Appl., 2526 Noriega Street, San Francisco, California.

Norman's Kingdom of Toys, 645 Clement Street, San Francisco, California.

The Normlee Company, 576 Sacramento Street, San Francisco, California.

Norton's Radio & TV, 337 Holloway Avenue, San Francisco, California.

Oceanic Trading Co., 596 Clay Street, San Francisco, California.

Offenbach & Reimus Co., 1564 Market Street, San Francisco, California.

John A. Ofsenek, c/o H. S. Crocker Co., 260 Montgomery Street, San Francisco, California.

Olson Jewelers, 2471 Mission Street, San Francisco, California.

Olympic Supply Co., 76 Jackson Street, San Francisco, California.

On & On Drug, 919 Grant Avenue, San Francisco, California.

Opp's Radio & TV Co., 3739 Balboa, San Francisco, California.

Overseas Service Corp., 444 Market Street, San Francisco, California.

Owl Drug Store No. 5038, Mason & Market Streets, San Francisco, California.

Pacific Appliance Co., 2767 Mission Street, San Francisco, California.

Pacific Coast Stores, 167 Hilltop Road, San Francisco, California.

Pacific Hardware, 520 Haight Street, San Francisco, California.

Pacific Radio-Television Co., 2260 Mission Street, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Paragon Pharmacy, 398 Ellis Street, San Francisco, California.

Park Electric Co., 1535 Haight Street, San Francisco, California.

Park-Presidio Radio, 431 Clement Street, San Francisco, California.

Neel D. Parker, 1431 Van Ness Avenue, San Francisco, California.

Paul & Ford, 112 Market Street, San Francisco, California.

Peerless Radio Co., 3721 Geary Blvd., San Francisco, California.

J. C. Penney Co., 5th & Market Streets, San Francisco, California.

Phillipine Service Co., 85 - 5th Street, San Francisco, California.

Photo & Sound, 116 Natoma Street, San Francisco, California.

F. K. Pinney, Inc., 636 Clay Street, San Francisco, California.

Pioneer Radio & Electric, 1707 Buchanan Street, San Francisco, California.

Pioneer Woolen Mill, 7 Front Street, San Francisco, California.

Portigol's, 1000 Clement Street, San Francisco, California.

Powell Market, 660 Powell Street, San Francisco, California.

Progress Homewares, 724 Irving Street, San Francisco, California.

Prompt Radio & TV Co., 31 Lakeshore Plaza,
San Francisco, California.

Purcell Bros., 1300 Polk Street, San Francisco,
California.

Pyramid Sound Laboratories, 1201 Sutter Street,
San Francisco, California.

Ralph's Appliance & Furn., 1570 California
Street, San Francisco, California.

A. Ratto, 561 Columbus Avenue, San Francisco,
California.

Ratto Hardware, 2132 Chestnut Street, San
Francisco, California.

Record Hardware Co., 659 Columbus Avenue,
San Francisco, California.

Redlick's, 17th & Mission Streets, San Francisco,
California.

Reflex Furniture & Appl., 1695 Market Street,
San Francisco, California.

Refrigerating & Power Spec. Co., 380 Brannan
Street, San Francisco, California.

Regal Jewelers, 619 Irving Street, San Francisco,
California.

Reinert & Riley, 1883 Fillmore Street, San Fran-
cisco, California.

K. C. Richards Co., 1734 Lombard Street, San
Francisco, California.

Richmond Furniture Co., 933 Clement Street,
San Francisco, California.

Richmond Radio, 6140 Geary Blvd., San Fran-
cisco, California.

Rite Spot Market, 1025 Taraval Street, San
Francisco, California.

Robert's Hardware, 1687 Haight Street, San Francisco, California.

Rocklin's, 807 Market Street, San Francisco, California.

Barry W. Rogers Co., Inc., 121 Market Street, San Francisco, California.

Romeo Furniture Co., 1300 Grant Avenue, San Francisco, California.

Ronnie's Camera Shop, 115 West Portal, San Francisco, California.

Stanley Rosenthal, 283 Ellis Street, San Francisco, California.

George Anthony Ross, 1375 Mission Street, San Francisco, California.

Rossi Drug Co., 1600 Stockton Street, San Francisco, California.

Royal Supply Co., 425 Hayes Street, San Francisco, California.

Russ Bldg. Jewelers, 235 Montgomery Street, San Francisco, California.

S & M Radio, 1575 Fulton Street, San Francisco, California.

Safeway Stores, 2020 Market Street, San Francisco, California.

Sage, Inc., 1583 Howard Street, San Francisco, California.

Sales Associates, 780 Harrison Street, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

Sampson & Masters, 209 Post Street, San Francisco, California.

Albert S. Samuels Co., Jewelers, 856 Market Street, San Francisco, California.

Lewis Samuels & Co., 520 McAllister Street, San Francisco, California.

San Francisco Elec. & Hdwe., 1006 Fillmore Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

San Francisco Radio, 1284 Market Street, San Francisco, California.

Santa Maria Market, 399 Evergreen Avenue, San Francisco, California.

Santos & Co., 515 Market Street, San Francisco, California.

Saul's Radio & TV, 1193 McAllister Street, San Francisco, California.

Schilling Hardware, 806 Irving Street, San Francisco, California.

Schwabacher-Frey Co., 735 Market Street, San Francisco, California.

Seaborne Trading Company, 21 Columbus Street, San Francisco, California.

Seaport Market, 2650 Clement Street, San Francisco, California.

Segale & Demartini, 454 Columbus Avenue, San Francisco, California.

Seiki Bros., 1640 Post Street, San Francisco, California.

Sewing Machine Exchange, 1131 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Shasta Hardware & Supply Co., 50 - 9th Street,
San Francisco, California.

B. F. Shearer Co. of California, 243 Golden Gate
Avenue, San Francisco, California.

Sherman-Clay & Co., Sutter & Kearny Streets,
San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San
Francisco, California.

Sherry & Co., 5131 - 3rd Street, San Francisco,
California.

Sherry & Guglielmo, 621 Mission Street, San
Francisco, California.

Shirar Young, 1450 Van Ness Avenue, San Fran-
cisco, California.

Jim Shum Supply Co., 545 Kearny Street, San
Francisco, California.

Sincere TV, 1378 Pacific, San Francisco, Cali-
fornia.

Skinner, Hirsch & Kaye, 239 Grant Avenue, San
Francisco, California.

W. & J. Sloane, 224 Sutter Street, San Fran-
cisco, California.

George Smith Surgical Co., 3250 Geary Street,
San Francisco, California.

Sohl's, 1615 Haight Street, San Francisco, Cali-
fornia.

Soko Hardware, 1698 Post Street, San Fran-
cisco, California.

Specialized Service, 149 Turk Street, San Fran-
cisco, California.

Standard Furniture, 3124 - 24th Street, San Fran-
cisco, California.

Standard Maintenance, 6245 Geary Blvd., San Francisco, California.

Stanley's Hardware & Paint Co., 2469 San Bruno Avenue, San Francisco, California.

Stanley's Radio & Telev. Service, 3043 - 16th Street, San Francisco, California.

Star Pharmacy, 18th & Castro Streets, San Francisco, California.

Starlite Radio, 2477 Sacramento Street, San Francisco, California.

State Furniture Co., 879 Mission Street, San Francisco, California.

State Radio & Music Co., 2796 Mission Street, San Francisco, California.

E. Stein & Co., 1375 Mission Street, San Francisco, California.

Steinberg Electric, 1344 Fillmore Street, San Francisco, California.

Sterling Furniture Co., 1045 Market Street, San Francisco, California.

Stiavelli Jewelers, 210 Post Street, San Francisco, California.

Stockton Furniture Co., 1210 Stockton Street, San Francisco, California.

The Strand Service, 2000 - 3rd Street, San Francisco, California.

Styles Furniture, 850 Divisadero, San Francisco, California.

Sylvan Moise, 2045 Lawton Street, San Francisco, California.

Sugarman Appliance Service, 21 Cragmont Avenue, San Francisco, California.

E. Sugarman, 3624 Geary Blvd., San Francisco, California.

Sugarman Bros., 107 Front Street, San Francisco, California.

Sunset Hardware, Mr. Lou Storak, 750 Irving Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Superior Plbg. & Hdwe. Co., 3326 Sacramento Street, San Francisco, California.

T. J. Furniture, 701 Schrader Street, San Francisco, California.

Tedwill Home Furn., 115 Clearfield Drive, San Francisco, California.

Television & Radio Supply, 1321 Mission Street, San Francisco, California.

Television of San Francisco, 659 Geary Street, San Francisco, California.

Tiedeman's, 3471 Mission Street, San Francisco, California.

Ed Tigges Jewelry, 5847 Geary Blvd., San Francisco, California.

The Time Shop, 1661 Fillmore Street, San Francisco, California.

Ti Sun Co., 1123 Grant Avenue, San Francisco, California.

Tom's Radio Store, 664 Broadway, San Francisco, California.

Transvision of California, 3471 California Street, San Francisco, California.

M. A. Tufo Jewelry Co., 133 Geary Street, San Francisco, California.

Tuggey West-Portal Hardware, 66 West Portal, San Francisco, California.

N. T. Turner, 704 Market Street, San Francisco, California.

Underwood Hardware Co., 538 Castro Street, San Francisco, California.

Union Furniture Store, 2075 Mission Street, San Francisco, California.

Union Hardware, 2154 Union Street, San Francisco, California.

United California Theaters, 172 Golden Gate Avenue, San Francisco, California.

United Purchasing Agency, 386 Geary Street, San Francisco, California.

United TV & Service, 2838 - 24th Street, San Francisco, California.

Universal Merchandise, 1134 Mission Street, San Francisco, California.

Valencia Appliance Repair, 581 Valencia Street, San Francisco, California.

Vanoni Radio, 3452 Mission Street, San Francisco, California.

Van Zee's, 2244 Chestnut Street, San Francisco, California.

Variety Service Shop, 830 Taraval Street, San Francisco, California.

Verna Ramey, 1375 Mission Street, San Francisco, California.

Vertex Electric Co., 4334-36 Geary Blvd., San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Walgreen Drug Co., 981 Market Street, San Francisco, California.

Walgreen Drug Co., 135 Powell Street, San Francisco, California.

Walgreen's, 245 Winston Drive, San Francisco, California.

Wally's TV & Appl., 2345 Mission Street, San Francisco, California.

Walton & O'Day, 1657 Market Street, San Francisco, California.

Washing Machine Parts Co., Inc., 45 Rhode Island Street, San Francisco, California.

Washington Appliance Co., 2998 Washington Street, San Francisco, California.

Waxman Pharmacy, 2101 Fillmore Street, San Francisco, California.

Weinstein & Co., 1041 Market Street, San Francisco, California.

Wenzel & Co., 255 California Street, San Francisco, California.

West Portal Radio & Record Shop, 78 West Portal Avenue, San Francisco, California.

Western Contract Furnishers, 1345 Mission St., San Francisco, California.

Western Hardware & Tool Co., 122 - 10th Street, San Francisco, California.

Western Surgical Supply, 544 Mission Street, San Francisco, California.

The White House, Mr. F. Wood, Sutter & Grant Avenue, San Francisco, California.

Wiley Furniture Co., 2098 Market Street, San Francisco, California.

Walter Wiley, 691 Market Street, San Francisco, California.

Winkel's Baby Shop, 1227 Taraval Street, San Francisco, California.

Chas. H. Wright, c/o J. C. Penney Co., 5th & Market Streets, San Francisco, California.

World Distributors, Inc., 760 Market Street, San Francisco, California.

World Wide Trading, 210 California Street, San Francisco, California.

Wyckoff & Associates, 140 Geary Street, San Francisco, California.

Yick & Co., 1241 Stockton Street, San Francisco, California.

Frank Yick & Co., 772 Pacific Avenue, San Francisco, California.

Mike Yob's Appliance, 1465 Haight Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

Henry M. Zais, 849 Mission Street, San Francisco, California.

Zemansky & Fass, c/o The White House, Sutter & Grant Avenue, San Francisco, California.

Zukor's, 885 Market Street, San Francisco, California.

7. The following retailers in the Mission District of the City of San Francisco are on the books of the General Electric Supply Company as traffic appliance and radio dealers:

A-K Radio, 3804 - 17th Street, San Francisco, California.

A&M Merchandising, 1041 Mission Street, San Francisco, California.

Apartment Supply Company, 554 Mission Street, San Francisco, California.

Arc Electric Co., 4750 Mission Street, San Francisco, California.

Associated Home Furniture, 1370 Mission Street, San Francisco, California.

Atlas Radio & Appliance Co., 3242 - 22nd Street, San Francisco, California.

B G M Radio, 2412 Mission Street, San Francisco, California.

Bechler & Schwab Furn. Co., 4614 Mission Street, San Francisco, California.

Bell Electric Co., 599 Castro Street, San Francisco, California.

Belview Appliance, 5515 Mission Street, San Francisco, California.

Bordelli Hdwe. & Sptg. Gds. Co., 4537 Mission Street, San Francisco, California.

Henry Brilliant, Jewelers, 2351 Mission Street, San Francisco, California.

Bunney Hardware, 2613 Mission Street, San Francisco, California.

Burton & Rose, 745 Mission Street, San Francisco, California.

Calleja Furniture, 1667 Revere Avenue, San Francisco, California.

Central Appliance, 2967 Mission Street, San Francisco, California.

Cherin Furniture Co., 737 Valencia Street, San Francisco, California.

Christophe's, 2388 Mission Street, San Francisco, California.

Clark's Furniture, 1625 Mission Street, San Francisco, California.

J & L Cleary, 3215 Mission Street, San Francisco, California.

Christofani & Muzio, 1375 Mission Street, San Francisco, California.

Dalziel Plumbing Supplies, 2741-16th Street, San Francisco, California.

Davis Furniture, 981 Mission Street, San Francisco, California.

Jack Dougal's Jewelry, 2460 Mission Street, San Francisco, California.

Dowd-Seid Electric, 2118 Mission Street, San Francisco, California.

Doyle Furniture Co., 821 Mission Street, San Francisco, California.

Duart Mfg. Ltd., 984 Folsom Street, San Francisco, California.

Norman Dvorson & Son, 1008 Mission Street, San Francisco, California.

Electrical Appliance Service, 1434 Howard Street, San Francisco, California.

Ets-Hokin & Galvan, 551 Mission Street, San Francisco, California.

Excelsior Camera Shop, 4661 Mission Street, San Francisco, California.

F & R Enterprises, 968 Valencia Street, San Francisco, California.

Family Furniture, 1943 Mission Street, San Francisco, California.

Fedeli Electric Co., 1766 Mission Street, San Francisco, California.

Ferrera Bros. Hardware, 4540 Mission Street, San Francisco, California.

Ferrera Variety & Hdwe. Store, 4653 Mission Street, San Francisco, California.

Galli Furniture, 1200 Valencia Street, San Francisco, California.

Gernhardt - Strohmaier Company, 2205 Mission Street, San Francisco, California.

Goodyear Service Stores, 11th & Mission Streets, San Francisco, California.

Charles Gottfried Co., 619 Mission Street, San Francisco, California.

Granat Bros., 2390 Mission Street, San Francisco, California.

Hale's TV & Appliance Store, 2565 Mission Street, San Francisco, California.

Hervey's Television, 2627 Mission Street, San Francisco, California.

Home Furniture Co., 3201 Mission Street, San Francisco, California.

Imperial Furniture Co., 1375 Mission Street, San Francisco, California.

Kay Jewelry Co., 2548 Mission Street, San Francisco, California.

Kindell & Graham, 782 Mission Street, San Francisco, California.

Jim Kock Home Furnishings, 2071 Mission Street, San Francisco, California.

S. H. Kress & Co., 2712 Mission Street, Store 873, San Francisco, California.

Lachman Brothers, 16th & Mission Streets, San Francisco, California.

Lee Furniture Co., 2838 Mission Street, San Francisco, California.

Mahoney Electric, 1375 Valencia Street, San Francisco, California.

Majestic Store, 2474 Mission Street, San Francisco, California.

Walter Mayer Refrigeration Supply, 1397 Valencia Street, San Francisco, California.

W. G. Menary, 3125 Mission Street, San Francisco, California.

Meyers Self Serv. Stores, 4049 - 24th Street, San Francisco, California.

Modern House, 3265 - 16th Street, San Francisco, California.

Geo. V. Nichols, 2647 - 24th Street, San Francisco, California.

Olson Jewelers, 2471 Mission Street, San Francisco, California.

Pacific Appliance Co., 2767 Mission Street, San Francisco, California.

Pacific Radio-Television Co., 2260 Mission Street, San Francisco, California.

Pallas Bros. TV, 5000 Mission Street, San Francisco, California.

Pyramid Sound Laboratories, 1201 Sutter Street, San Francisco, California.

Redlick's, 17th & Mission Street, San Francisco, California.

George Anthony Ross, 1375 Mission Street, San Francisco, California.

Sage, Inc., 1583 Howard Street, San Francisco, California.

Sales Associates, 780 Harrison Street, San Francisco, California.

Saltzman Bros., 719 Mission Street, San Francisco, California.

San Francisco Furniture Co., 839 Mission Street, San Francisco, California.

Sewing Machine Exchange, 1131 Mission Street, San Francisco, California.

Shaff's Furniture Co., 2868 Mission Street, San Francisco, California.

Sherman-Clay & Co., 2539 Mission Street, San Francisco, California.

Sherry & Guglielmo, 621 Mission Street, San Francisco, California.

Standard Furniture, 3124 - 24th Street, San Francisco, California.

Stanley's Radio & Tele. Service, 3043 - 16th Street, San Francisco, California.

State Furniture Co., 879 Mission Street, San Francisco, California.

State Radio & Music Co., 2796 Mission Street, San Francisco, California.

E. Stein & Co., 1375 Mission Street, San Francisco, California.

Super Radio Service, 3719 Mission Street, San Francisco, California.

Television & Radio Supply, 1321 Mission Street, San Francisco, California.

Tiedeman's, 3471 Mission Street, San Francisco, California.

Union Furniture Store, 2075 Mission Street, San Francisco, California.

United TV & Service, 2838 - 24th Street, San Francisco, California.

Universal Merchandise, 1134 Mission Street, San Francisco, California.

Valencia Appliance Repair, 581 Valencia Street, San Francisco, California.

Vanoni Radio, 3452 Mission Street, San Francisco, California.

Verna Ramey, 1375 Mission Street, San Francisco, California.

Carl Wald Co., 268 Mission Street, San Francisco, California.

Wally's TV & Appl., 2345 Mission Street, San Francisco, California.

Western Contract Furnishers, 1345 Mission Street, San Francisco, California.

Western Hardware & Tool Co., 122 - 10th Street, San Francisco, California.

Western Surgical Supply, 544 Mission Street, San Francisco, California.

Young Bros., 2301 Mission Street, San Francisco, California.

Henry M. Zais, 849 Mission Street, San Francisco, California.

While there may be variations as to individual dealers in the various categories above set forth since the filing of the complaint herein such variations would not be significant. The above list fairly

represents the dealers in the respective categories at the time of the filing of the complaint herein and at all times mentioned in the complaint.

/s/ J. A. McGEE

Subscribed and sworn to before me this 22nd day of June, 1956.

[Seal] /s/ JEANNE E. ALLSHOUSE,
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission Expires February 19, 1957.

[Title of District Court and Cause.]

AFFIDAVIT OF DORE SCHWAB, JR., IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT

State of California

City and County of San Francisco—ss.

Dore Schwab, Jr., being first duly sworn, deposes and says:

I am now, and was at all times herein mentioned, general manager of defendant Olympic Television of Northern California, Inc.

Olympic Television of Northern California is, and at all times since August, 1955, has been, the distributor in the City and County of San Francisco, State of California, of radio and television sets manufactured by defendant Olympic Radio & Television, Inc., and is, and at all times since August, 1955, has been engaged in selling said radio

and television sets to retailers located in San Francisco for resale by them to the public. I have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned sold, said radio and television sets at retail in San Francisco.

On February 23, 1956, there were, and there now are, 33 retail stores located in San Francisco selling radio and television sets manufactured by the defendant Olympic Radio and Television, Inc. On February 23, 1956, there were, and there now are, 12 retail stores located in the Mission District of San Francisco selling radio and television sets manufactured by the defendant Olympic Radio and Television, Inc., to-wit:

Name of Store and Address—

Klor's Inc., 2581 Mission Street

A. K. Radio, 3870 - 17th Street

BGM Radio & Television Co., 2412 Mission St.

Bond Home Furniture, 2224 Mission Street

Eureka Radio & TV Lab., 4119 - 18th Street

Hale's Appliance Stores, 2565 Mission Street

Mission Radio & Gun Repair Co., 3361 Mission Street

Modern House, 3265 - 16th Street

Thomsens, 5451 Mission Street

Tiedeman Appliance, 3471 Mission Street

Wally's Television, 2345 Mission Street

Young Bros. TV, 19th and Mission Streets

Affiant is informed and believes and upon such information and belief alleges that during the period covered by the complaint in this action defend-

ant Olympic Radio and Television, Inc., did not sell radio and/or television sets manufactured by it to the plaintiff.

/s/ DORE SCHWAB, JR.

Subscribed and sworn to before me this 10th day of July, 1956.

[Seal] GLADYS C. OKERSTROM,
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission Expires: 10/28/56.

[Title of District Court and Cause.]

AFFIDAVIT OF HELEN H. HOGUE IN SUP-
PORT OF MOTION FOR SUMMARY
JUDGMENT

State of California
City and County of San Francisco—ss.

Helen H. Hogue, being first duly sworn, deposes and says:

1. I am the San Francisco Office Manager for Tappan Stove Company, one of the defendants in the above entitled cause, and have been in the employ of Tappan Stove Company since May 8, 1947.

2. Tappan Stove Company manufactures only cooking ranges. It sells such ranges to retailers located in San Francisco and elsewhere for resale by them to the public. As San Francisco Office Manager I have personal knowledge of the persons, firms and corporations who are selling, or have at

any time herein mentioned sold, said ranges at retail in San Francisco.

3. At all times since January 1, 1952, the ranges of Tappan Stove Company have been sold by it directly to at least thirteen stores located in San Francisco, which have resold said ranges at retail. Said stores which were, on February 23, 1956, and are now selling said ranges include:

The Emporium, 835 Market Street, San Francisco, California.

The Emporium, 1 Stonestown, San Francisco, California.

Dohrmann's, 281 Geary Street, San Francisco, California.

On February 23, 1956, there were, and there now are, thirteen retail stores located in San Francisco selling said Tappan ranges.

4. At all times since January 1, 1952, there have been a minimum of two stores located in the Mission District of San Francisco selling said Tappan ranges at retail. On February 23, 1956, there were, and there now are, two retail stores located in said Mission District selling said Tappan ranges, to-wit:

Lee Furniture Co., 2838 Mission Street.

Clark Furniture Co., 2225 Mission Street.

At all times since January 1, 1952, Tappan Stove Company has, within the normal period for deliveries, filled all orders received by it from said stores in the Mission District for its ranges; the said stores have maintained an inventory of Tappan ranges and have actively promoted the sale thereof to the public in San Francisco.

5. I have in my custody and control the sales record of Tappan Stove Company relating to sales of its ranges to retail stores in San Francisco for the period from January 1, 1952, to the date of this affidavit. I have examined such records and have found none showing any sales made directly or indirectly by Tappan Stove Company to Klor's, Inc., plaintiff in this action, or to an individual by the name of George Klor, or to Broadway-Hale Stores, Inc., one of the defendants named in said action. Moreover, I have personal knowledge of the accounts in San Francisco to which Tappan Stove Company has sold since January 1, 1952, and state that during said period Tappan Stove Company did not sell its ranges to any of said companies or individual.

6. As Tappan Stove Company, during the period from January 1, 1952, to date, has sold its ranges neither to Broadway-Hale Stores, Inc., nor to Klor's, Inc., Tappan Stove Company has had no occasion to and has not pursued any policy, discriminatory or otherwise, in favor of Broadway-Hale Stores, Inc., or against Klor's, Inc.

7. As Tappan Stove Company, during the period from January 1, 1952 to date, has not sold its ranges to Flor's, Inc., said company is not, and since January 1, 1952 has not been, a customer or purchaser of Tappan Stove Company.

8. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count One of the Complaint in the above entitled action, and in support of the motion of

Tappan Stove Company for summary judgment with respect to Counts Twenty-Nine, Thirty and Thirty-One of said Complaint.

/s/ HELEN H. HOGUE

Sworn to before me and subscribed in my presence this 3rd day of July, 1956.

[Seal] /s/ RUTH GITZEL,
Notary Public in and for the City and County of
San Francisco, State of California. My Com-
mission Expires April 13, 1958.

[Title of District Court and Cause.]

AFFIDAVIT OF E. W. DERENIA IN SUP-
PORT OF MOTION FOR SUMMARY
JUDGMENT

State of California
City and County of San Francisco—ss.

E. W. Derenia, being first duly sworn, deposes and says:

1. I am now and have been since May 1, 1952, the Northern California Manager for O'Keefe & Merritt Company, one of the defendants named in the above entitled action.

2. O'Keefe & Merritt Company manufactures cooking appliances and sells its products to retailers located in San Francisco and elsewhere for resale by them to the public. As the Northern California Manager I am in direct charge of sales made by O'Keefe & Merritt of its products in the

City and County of San Francisco and have personal knowledge of the persons, firms and corporations who are selling, or have at any time herein mentioned, sold said products at retail in San Francisco.

3. At all times since January 1, 1952 the products of O'Keefe & Merritt Company have been sold by it directly to at least forty-one stores located in San Francisco, which have resold said products at retail. Said stores include the following, which were on February 23, 1956 and are now, selling said products:

Gernhardt-Strohmaier, 18th and Mission Streets, San Francisco, California.

Macy's, Stockton at O'Farrell Streets, San Francisco, California.

Dohrmann Commercial Co., 984 Mission Street, San Francisco, California.

N. Dohrmann, 281 Geary Street, San Francisco, California.

Emporium, 835 Market Street, San Francisco, California.

Hale's, 2565 Mission Street, 753 Market Street, 867 Market Street, San Francisco, California.

Lachman Bros., 16th and Mission Streets, San Francisco, California.

Redlick's, 17th and Mission Streets, San Francisco, California.

Sterling Furniture Co., 1049 Market Street, San Francisco, California.

On February 23, 1956 there were, and there now

are, sixty-five retail stores located in San Francisco selling said O'Keefe & Merritt products.

4. At all times since January 1, 1952 there have been a minimum of 9 stores located in the Mission District involved in San Francisco selling said O'Keefe & Merritt products at retail. On February 23, 1956 there were, and there now are 10 retail stores located in said Mission District selling said O'Keefe & Merritt products, to-wit:

Gernhardt-Strohmaier, Mission and 18th Streets, San Francisco, California.

Hale's, 2565 Mission Street, San Francisco, California.

Lachman Bros., 16th and Mission Streets, San Francisco, California.

Modern House, 3265 Sixteenth Street, San Francisco, California.

Frank Newman, 2141 Mission Street, San Francisco, California.

Redlick's, 17th and Mission Streets, San Francisco, California.

Rosen Plumbing, 1672 Mission Street, San Francisco, California,

Starlight Furniture, 2211 Mission Street, San Francisco, California.

Lee Furniture, 2838 Mission Street, San Francisco, California.

Union Furniture, 2075 Mission Street, San Francisco, California.

At all times since January 1, 1952 O'Keefe & Merritt Company has, within the normal period

for deliveries, filled all orders received by it from said stores in the Mission District for its products; the said stores have maintained an inventory of O'Keefe & Merritt products, and have actively promoted the sale thereof to the public in San Francisco.

5. I have in my custody and control the sales records of O'Keefe & Merritt Company relating to sales made by it to retail stores in San Francisco for the period from January 1, 1952 to the date of this affidavit. I have examined such records and have found none showing any sales made directly or indirectly by O'Keefe & Merritt Company to Klor's, Inc., plaintiff in this action, or to an individual by the name of George Klor. Moreover, I have personal knowledge of the accounts in San Francisco to which O'Keefe & Merritt has sold since January 1, 1952 and state that during said period O'Keefe & Merritt did not sell cooking appliances of any character to said company or said individual.

6. As O'Keefe & Merritt Company, during the period from January 1, 1952, to date, has not sold to Klor's, Inc., said company is not and, since January 1, 1952, has not been a customer or purchaser of O'Keefe & Merritt Company.

7. This affidavit is made in support of the motion of all defendants for summary judgment with respect to Count 1 of the Complaint in the above entitled action, and in support of the motion of O'Keefe & Merritt Company for summary judgment.

ment with respect to Counts 29, 30 and 31 of said Complaint.

/s/ EDWARD W. DERENIA

Sworn to before me and subscribed in my presence this 6th day of July, 1956.

[Seal] /s/ HELEN DOUGLAS WARREN,
Notary Public in and for the City and County of
San Francisco, State of California. My Commission Expires September 14, 1956.

[Endorsed]: Filed July 16, 1956.

[Title of District Court and Cause.]

ORDER

This cause came on to be heard upon motion of the plaintiff, Klor's, Inc., to add a party defendant and to amend the complaint and it appearing to the Court that counsel for Admiral Distributors, Inc., a Delaware corporation, and Admiral Distributors, Inc., a Washington corporation, have consented thereto, it is

Ordered:

(1) That the complaint be amended in the following particulars: page 1, line 16, strike out the word "Washington" and substitute in lieu thereof the word "Delaware"; count 1, page 4, line 11, strike out the word "Washington" and substitute the word "Delaware"; count 2, page 12, line 15, strike out the word "Washington" and substitute the word "Delaware"; count 32, page 83, line 4,

strike out the word "Washington" and substitute the word "Delaware";

(2) That Admiral Distributors, Inc., a Delaware corporation, be and it is hereby added as a party defendant;

(3) That Admiral Distributors, Inc., a Delaware corporation, have thirty days after disposition of the motion to dismiss to be filed herein within which to plead to the complaint;

(4) That the complaint be dismissed as to the defendant, Admiral Distributors, Inc., a Washington corporation.

Dated: July 17th, 1956.

/s/ LOUIS E. GOODMAN,
Judge

Consent:

/s/ GIRVAN PECK,
Attorney for Admiral Distributors, Inc., a Washington corporation, and Admiral Distributors, Inc., a Delaware corporation.

[Endorsed]: Filed July 17, 1956.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated by and between plaintiff, Klor's, Inc., defendant Broadway-Hale Stores, Inc., and defendant Jefferson-Travis, Inc., an Illinois corporation, as follows:

(1) That the complaint be amended as follows: Page 1, line 22, strike out the word "New York"

and substitute the word "Illinois"; count one, page 5, line 8, strike out the word "New York" and substitute the word "Illinois"; count fourteen, page 39, line 24, strike out the word "New York" and substitute the word "Illinois"; count thirty-six, page 91, line 20, strike out the word "New York" and substitute the word "Illinois".

(2) That defendant Jefferson-Travis, Inc., having been erroneously named in the complaint as a New York corporation, it is the purpose and intent of this stipulation that the inclusion of Jefferson-Travis, Inc., an Illinois corporation, shall be as if the said Jefferson-Travis, Inc., an Illinois corporation, had been originally named herein as a defendant at the date of the filing of the complaint, and all proceedings heretofore had with respect to Jefferson-Travis, Inc., a New York corporation, shall be applicable to Jefferson-Travis, Inc., an Illinois corporation.

Dated: July 18, 1956.

/s/ IRVIN GOLDSTEIN,

Attorney for Plaintiff

GAVIN McNAB, SCHMULOWITZ,
SOMMER & WYMAN,

/s/ By RONALD P. KLEIN,

Attorneys for Jefferson-Travis, Inc.

It Is So Ordered this 23rd day of July, 1956.

/s/ LOUIS E. GOODMAN,

District Judge

[Endorsed]: Filed July 23, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTIONS TO DISMISS AND
FOR SUMMARY JUDGMENT

To Plaintiff, Klor's, Inc., and to its Attorney, Irvin
Goldstein, Esq.:

Please Take Notice that on Thursday, August 16, 1956, at 10:00 a.m., or as soon thereafter as counsel can be heard, in the courtroom of the Honorable Louis E. Goodman, Seventh and Mission Streets, San Francisco, California, defendant Olympic Radio and Television, Inc., will move the Court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.

These motions will be based upon all the pleadings, papers and orders on file herein and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia, and the memorandum in support of motion to dismiss and motion for summary judgment heretofore filed by defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco

Corporation, The Dallman Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merritt Company in support of their motions to dismiss and for summary judgment as to Count One of the Complaint.

Dated: July 30, 1956.

/s/ PHILIP S. EHRLICH,
/s/ ALBERT A. AXELROD,
/s/ IRVING ROVENS,

Attorneys for Defendant Olympic Radio and Television, Inc.

Certificate of Service attached.

[Endorsed]: Filed August 7, 1956.

[Title of District Court and Cause.]

MEMORANDUM IN OPPOSITION TO MOTIONS TO DISMISS AND FOR SUMMARY JUDGMENT

* * * * *

Defendants, in effect, argue that the conspiracy cannot be within the prohibitions of the Sherman Act since the conspirators did not fix or regulate prices, limit production or distribution, or bring about a deterioration in quality. But these actions are not alone the types of conduct prohibited by the Sherman Act.

* * * * *

[Endorsed]: Filed August 13, 1956.

[Title of District Court and Cause.]

NOTICE OF MOTION OF DEFENDANT ZENITH RADIO CORPORATION TO DISMISS COUNT ONE AND FOR SUMMARY JUDGMENT ON COUNT ONE

Please Take Notice that on Thursday, August 16, 1956 at 10:00 o'clock a.m. or as soon thereafter as counsel may be heard, in the Courtroom of Judge Louis E. Goodman, Post Office Building, Seventh and Mission Streets, San Francisco, California, defendant Zenith Radio Corporation will move the court to dismiss Count One of the Complaint for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and that this defendant is entitled to judgment as a matter of law.

This motion will be based upon all the pleadings, documents, and orders on file herein and upon the affidavits of Roy O. Hurd, William M. Casey, Willard H. Mixter, Parshall H. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Derenia attached to the Notice of Motions to Dismiss and for Summary Judgment of defendants Broadway-Hale Stores, Inc., Admiral Corporation, Admiral Distributors, Inc. (a Delaware corporation), Whirlpool-Seeger Corporation, H. R. Basford Company, Radio Corporation of America, Leo J. Meyberg Company, Jefferson-Travis, Inc., Philco Corporation, The Dallman

Company (sued herein as Dallman Supply Company), Rheem Manufacturing Company, General Electric Company, General Electric Distributing Corporation, Olympic Television of Northern California, Tappan Stove Company and O'Keefe and Merrit Company, and filed herein on July 16, 1956.

Plaintiff has waived time on this Notice of Motion.

/s/ ROBERT E. BURNS,
CRIMMINS, KENT, DRAPER &
BRADLEY,
Attorneys for Defendent Zenith
Radio Corporation

Memorandum of Points and Authorities

Defendant Zenith Radio Corporation adopts the Memorandum in Support of Motion to Dismiss and Motion for Summary Judgment filed herein on July 16, 1956 by certain other defendants named in the foregoing Notice of Motion.

/s/ ROBERT E. BURNS,
CRIMMINS, KENT, DRAPER &
BRADLEY,
Attorneys for Defendant Zenith
Radio Corporation

Affidavit of Mailing attached.

[Endorsed]: Filed August 14, 1956.

[Title of District Court and Cause.]

STIPULATION JOINING DEFENDANT
EMERSON RADIO AND PHONOGRAPH
CORPORATION AS MOVING PARTY TO
MOTION TO DISMISS AND FOR SUM-
MARY JUDGMENT AS TO COUNT ONE,
AND EXTENDING TIME

It Is Hereby Stipulated and Agreed by and between the respective parties hereto, through their attorneys, as follows:

1. Defendant Emerson Radio and Phonograph Corporation shall be deemed a moving party to that certain motion to dismiss Count One of the complaint and for summary judgment on said Count One, filed herein on July 16, 1956.

2. Defendants Emerson Radio and Phonograph Corporation and Jefferson-Travis, Inc. may have twenty days after determination of those motions of various defendants to dismiss or for summary judgment as to certain Robinson - Patman Act counts of the complaint, to be heard September 13, 1956, within which to plead or make such motions as they may be advised to Counts 14, 15 and 16 of the complaint on file herein.

3. The within stipulation is being entered into subject to such rights as the respective parties have under the provisions of a stipulation being entered into between them under even date in respect of

the appearance of said Emerson Radio and Phonograph Corporation in the above entitled action.

Dated: August 27, 1956.

/s/ IRVIN GOLDSTEIN,
Attorney for Plaintiff

GAVIN McNAB, SCHMULOWITZ,
SOMMER & WYMAN,

/s/ By NAT SCHMULOWITZ,

/s/ By PETER S. SOMMER,

/s/ By RONALD P. KLEIN,

Attorneys for Defendants Emerson Radio and
Phonograph Corporation and Jefferson-Travis,
Inc.

It Is So Ordered:

/s/ LOUIS E. GOODMAN

[Endorsed]: Filed August 28, 1956.

[Title of District Court and Cause.]

**ORDER GRANTING DEFENDANTS' MO-
TIONS TO DISMISS AND FOR SUM-
MARY JUDGMENT IN FAVOR OF DE-
FENDANTS AS TO COUNT ONE OF THE
COMPLAINT**

It appears from the allegations of count one of the complaint and from the undisputed affidavits supporting the motion for summary judgment that there is no genuine issue of fact respecting the

claim for relief tendered by count one of the complaint.

Count one is not a cause of action under the Sherman Anti-Trust Act. It is not concerned with private damage caused by a public wrong proscribed by the Act.

It is just the case of a retail store in the Mission District of San Francisco—one of hundreds in the city engaged in selling the same kind of merchandise—which has a complaint that certain supplier defendants won't sell it some merchandise, allegedly at the behest of one of its competitors. It is purely a private quarrel, (perhaps otherwise legally remediable) arising out of some undisclosed cause—the nature of which we may suspect, but do not know.

There is not the slightest basis either in substantiality or law for the exercise of our jurisdiction.

The motions are granted.

Present an order and judgment accordingly.

Dated: September 13, 1956.

/s/ LOUIS E. GOODMAN,
United States District Judge

[Endorsed]: Filed September 13, 1956.

In The United States District Court, Northern
District of California, Southern Division

No. 35274

Klor's, Inc., Plaintiff,
vs.

Broadway-Hale Stores, Inc., Admiral Corporation,
Admiral Distributors, Inc., Zenith Radio Cor-
poration, Zenith Radio and Distributing Cor-
poration, Whirlpool-Seeger Corporation, H. R.
Basford Company, Radio Corporation of
America, Leo J. Meyberg and Company, Emer-
son Radio and Phonograph Corporation, Jef-
ferson-Travis, Inc., Philco Corporation, Philco
Distributors, Inc., Dallman Supply Company,
Rheem Manufacturing Company. General Elec-
tric Company, General Electric Distributing
Corporation, Olympic Radio and Television,
Inc., Olympic Television of Northern Cali-
fornia, Tappan Stove Company, and O'Keefe
and Merritt Company, Defendants.

ORDER AND JUDGMENT

The Court having heretofore on June 8, 1956 and
on June 22, 1956 made its orders for separate trials
by virtue of which Count One of the complaint and
the claim for relief tendered thereby are to be
treated in all respects as if they constituted a sep-
arate action, and defendants having thereafter sev-
erally moved to dismiss Count One of the complaint
and the claim for relief tendered thereby and for

summary judgment thereon, and it appearing that there is no genuine issue of fact respecting the claim for relief tendered by said Count One,

It Is Hereby Ordered, Adjudged and Decreed that said motions to dismiss and said motions for summary judgment are and each of them hereby is granted, and that said Count One and the claim for relief tendered thereby be and they are hereby dismissed as to each and every defendant, and that plaintiff take nothing by them, and the Court hereby expressly determines that there is no just reason for delay in the entry of the foregoing judgment and the clerk is hereby expressly directed to enter the foregoing judgment forthwith.

Dated: September 18, 1956.

/s/ LOUIS E. GOODMAN
United States District Judge

Disapproved as to form.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

Plaintiff's motion for a rehearing is denied.

Dated: September 24, 1956.

/s/ LOUIS E. GOODMAN
United States District Judge

Entered in Civil Docket: 9/26/56.

[Endorsed]: Filed Sept. 25, 1956.

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice is hereby given that Klor's, Inc., plaintiff above named, hereby appeals to the United States Court of Appeals for the Ninth Circuit from the Order granting the Defendants' Motions to Dismiss and Motions for Summary Judgment as to Count One of the Complaint and the final judgment entered thereon in this action on September 26, 1956.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

Certificate of Mailing Attached.

[Endorsed]: Filed Oct. 23, 1956.

[Title of District Court and Cause.]

STATEMENT OF POINTS ON APPEAL

Plaintiff sets forth the following points on which it intends to rely on appeal:

1. The District Court erred in sustaining defendants' motion to dismiss and for summary judgment.
2. The District Court erred in not overruling defendants' motion to dismiss and for summary judgment.

/s/ IRVIN GOLDSTEIN
Attorney for Plaintiff

[Endorsed]: Filed Nov. 16, 1956.

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

I, C. W. Calbreath, Clerk of the United States District Court for the Northern District of California, hereby certify the foregoing and accompanying documents and exhibits, listed below, are the originals filed in this Court in the above-entitled case and constitute the record on appeal herein as designated by the attorneys for appellant and appellees:

Excerpt from Docket Entries.

Complaint.

Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Corporation to Quash, etc.

Amendment to Complaint.

Notice and Motion by Tappan Stove Company and O'Keefe and Merritt Company, for more definite statement, etc.

Notice by Broadway-Hale Stores, Inc., of motion to dismiss or separately state, etc.

Memorandum of Broadway-Hale Stores, Inc., in support of motion to dismiss or separately state, etc.

Stipulation for Amendment to Complaint and Extending Time for Whirlpool-Seeger to plead.

Notice of Motion of H. R. Basford Company for more definite statement and to sever, with memo of points and authorities.

Memorandum Order of Court on Separate Trials.

Order for Separate Trial as to Radio Corporation of America, et al.

Pre-trial order.

Stipulation and Order for Amendment to Complaint.

Stipulation and Order for Separate Trials as to Various Counts.

Notice of Motion to Amend Complaint, with memo.

Supplemental Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Corp. to Quash and Dismiss.

Supplemental Affidavit of Hugh Robertson in Support of Motion of Zenith Radio Distributing Corp. to Quash and Dismiss.

Notice of Broadway-Hale Stores, Inc.; Admiral Corporation; Admiral Distributors, Inc.; Whirlpool-Seeger Corporation; H. R. Basford Company; Radio Corporation of America; Leo J. Meyberg Company; Jefferson-Travis, Inc.; Philco Corporation; The Dallman Company (sued herein as Dallman Supply Company); Rheem Mfg. Co.; General Electric Company; General Electric Distributing Corp.; Olympic Television of Northern California; Tappan Stove Co.; and O'Keefe and Merritt Co. to dismiss, with affidavits of the following persons, of motion for summary judgment: Roy O. Hurd, William M. Casey, Willard H. Mixter, Willard H. Mixter, Parshall L. Henry, Seymour J. Cooper, Vernon S. Dallman, Robert A. Washburn, J. A. McGee, Dore Schwab, Jr., Helen H. Hogue and E. W. Dereña.

Notice by Radio Corp. of America of Motion to Dismiss, with Memo. of Deft. and affidavits of Par-

shall L. Henry, Louis J. Collins, Joseph P. Bannon, and Harold R. Maag in Support.

Notice by Tappan Stove Co. and O'Keefe and Merritt Co. of motions to Dismiss and for Summary judgment with memo.

Order Amending Complaint.

Notice by Leo J. Meyberg Co. of motion to Dismiss and for Summary Judgment.

Stipulation and Order Amending Complaint.

Notice and motion by Olympic Radio and Television to Dismiss and for Summary Judgment.

Memorandum of Plaintiff in Opposition to Motions to Dismiss and for Summary Judgment.

Notice by Zenith Radio Corporation of motion to Dismiss and for Summary Judgment.

Stipulation and Order Joining Emerson Radio and Phonograph Corp. as Party to Motions to Dismiss and for Summary Judgment.

Order Granting Defendants' Motions to Dismiss and for Summary Judgment as to Count One of the Complaint.

Motion of Plaintiff for Rehearing and for Leave to Amend with memo.

Order and Judgment on Motions to Dismiss and for Summary Judgments.

Notice of Appeal.

Appeal Bond.

Appellant's Designation of Record on appeal.

Statement of Points Upon Which Appellant Intends to Rely on Appeal.

Designation of Record by Leo J. Meyberg Company.

Designation of Record by Zenith Radio Corporation.

Designation of Record by Emerson Radio and Phonograph Corp.

Designation of Record by Admiral Corporation and Admiral Distributors.

Designation of Record by Tappan Stove Company and O'Keefe & Merritt Co.

Designation of Record by General Electric Company and General Electric Distributing Corp.

Designation of Record by Broadway-Hale Stores, Inc.

Designation of Record by Olympic Radio and Television, Inc.

Designation of Record by Dallman Co. (sued as Dallman Supply Co.)

Designation of Record by H. R. Basford Company.

Reporter's Transcript of Proceedings May 21, 1956.

Reporter's Transcript of Proceedings, Aug. 16, 1956.

Defendants' Exhibit A, Aug. 16, 1956.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court this 30th day of November, 1956.

[Seal] C. W. CALBREATH
Clerk

/s/ By MARGARET P. BLAIR
Deputy Clerk

[Title of District Court and Cause.]

REPORTER'S TRANSCRIPT

Monday, May 21, 1956.

HEARING ON MOTIONS

* * * * *

Mr. Lasky: Now, if the Court pleases, in due course I do want to come into this court either with a motion to dismiss or a motion for summary judgment on the Sherman Act charges, and point out to the Court by appropriate affidavit, that there must be literally hundreds of dealers in San Francisco who were still handling the exact make of appliances plaintiff talks about, and that while the plaintiff may not be selling these, there are hundreds of others who are selling them. And I wish to present at that time the mass of authorities, many of them from this very court, the Northern District of California, that the Sherman Act is not interested in whether a particular plaintiff sells a particular product or not, as long as there are many others selling them. [16]

* * * * *

The Court: Well, he says that it is a charge in his complaint under the Sherman Act, and if what he has alleged he can't prove under the Sherman Act, then he can't prove it—that's all. I don't know what great problem that raises at the moment.

Mr. Lasky: Well, I don't want him coming in later when we direct our arguments to the Sherman Act and have him slide over and say, "Yes,

but I have got independent substantive charges under Robinson-Patman in count one and I don't have to concern myself with Sherman Antitrust."

The Court: Well, I take it from what he says he has got his charges under the Robinson-Patman Act in the other counts. [36]

Mr. Lasky: He certainly has them in the other counts. Now, it seems to me he has pitchforked them into count one. Well, if counsel will now state of record explicitly that count one is Sherman Act solely, and nothing else, then at least we have got count one clarified, and if that is what he intends to make it, we don't have a problem in separately stating.

The Court: Well, unless Mr. Goldstein has some serious objection, I would be ready to make some sort of a definitive order to the effect that the first count of the indictment (complaint) charges under the Sherman Act and that the defense is entitled to answer and move to it upon that basis.

Mr. Lasky: Such an order would be satisfactory to us.

The Court: Would you have any objection to that?

Mr. Goldstein: I have been trying to tell counsel all along that the first count charges a violation of the Sherman Act.

Mr. Lasky: And no more?

The Court: You are getting ready to kiss and make up, then, already?

Mr. Lasky: Well, as long as we understand he

doesn't attempt to charge anything more, then I am happy.

The Court: Well, suppose you prepare an order to the effect of what I have stated.

Mr. Lasky: Very well. [37]

* * * * *

The Court: For the purposes of the first cause of action, it is an antitrust case.

Mr. Lasky: That is agreeable.

The Court: Have any of you objection to that? [38]

Mr. Goldstein: No, sir. [39]

* * * * *

Mr. Raven: Well, then, at best there is an inconsistency. At one point in count one there is talk about a conspiracy, and at another point in count one on page 9, line 24, there is an averment as to "combinations."

The Court: Is that a typographical error? Is there any particular meaning to that?

Mr. Goldstein: No, I think it was not intended. I certainly wouldn't try to lay more than one conspiracy.

The Court: You'd have your hands full. [44]

Mr. Goldstein: I have enough for the time being with one conspiracy, if your Honor please.

The Court: Well, any objection to the complaint being amended on its face to refer to "combination, conspiracy and agreement in restraint of trade by the manufacturer defendants here * * *"?

Mr. Goldstein: I have no objection, if it does not necessitate rewriting this complaint.

The Court: No, I don't think you should be required to.

Mr. Goldstein: May we incorporate that in the same order, if your Honor please, and get all this done with one swipe? [45]

* * * * *

[Endorsed]: Filed Oct. 22, 1956.

[Title of District Court and Cause.]

REPORTER'S TRANSCRIPT
MOTION TO DISMISS AND FOR SUMMARY
JUDGMENT

Thursday, August 16, 1956

* * * * *

The Court: You're really relying, then, on not so much the motion to dismiss as on the motion for summary judgment.

Mr. Lasky: I think it's a motion for summary judgment.

The Court: You are stating that as a matter of fact that a case is not stated because of an undisputed factual situation. [20]

* * * * *

Mr. Goldstein: May it please the Court, the conspiracy charged in count one of the complaint is this: No matter how counsel may attempt to avoid it, no matter how abstruse are some of his deductions, it does amount to this and on which the plaintiff rests his case. * * * * * [34]

The Court: Well, all that I was endeavoring to

do, Mr. Goldstein, was to get the question down to a somewhat simple basis. The private right in antitrust arises out of the private damage because of the public wrong.

Mr. Goldstein: Yes, sir.

The Court: In other words, it doesn't arise out of a private wrong; it arises out of a public wrong.

Mr. Goldstein: There must be, as I have conceded, there must be some public interest.

The Court: And the private individual where there is a public wrong has only a cause of action when he can show that the public wrong caused him some damage.

Mr. Goldstein: Yes, sir. * * * * * [40]

Mr. Lasky: Now, with respect to this chart—I suppose it's a burdensome thing to get into the record, but I think we might well leave it with the Court.

The Court: You can mark it as an exhibit on these motions.

Mr. Lasky: Or we could make it a part of the affidavit. Let's mark it as Defendants' Exhibit A on this motion.

The Court: Very well. * * * * * [55]

[Endorsed]: Filed Nov. 29, 1956.

[Endorsed]: No. 15380. United States Court of Appeals for the Ninth Circuit. *Klor's, Inc., Appellant, vs. Broadway-Hale Stores, Inc., et al., Appellees.* Transcript of Record. Appeal from the

United States District Court for the Northern District of California, Southern Division.

Filed: November 30, 1956.

Docketed: Dec. 10, 1956.

/s/ PAUL P. O'BRIEN

Clerk of the United States Court of Appeals for the Ninth Circuit.

In The United States Court of Appeals
For the Ninth Circuit

No. 15,380

KLOR'S, INC.,

Appellant,

vs.

BROADWAY-HALE STORES, INC., et al.,

Appellees.

STATEMENT OF POINTS

Appellant in the above-entitled cause hereby adopts as its statement of points on which it intends to rely on this appeal the statement of points on appeal as it now appears in the certified transcript of record herein.

* * * * *

Dated: December 18, 1956.

/s/ IRVIN GOLDSTEIN

Attorney for Appellant

Certificate of Service Attached.

[Endorsed]: Filed Dec. 19, 1956. Paul P. O'Brien,
Clerk.

[fol. 148]

MINUTE ENTRY OF ARGUMENT AND SUBMISSION—
September 3, 1957 (omitted in printing).

[fol. 149]

IN UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Before: DENMAN, BARNES and HAMLEY, Circuit Judges.

MINUTE ENTRY OF ORDER DIRECTING FILING OF OPINION AND
FILING AND RECORDING OF JUDGMENT—March 28, 1958.

Ordered that the typewritten opinion this day rendered
by this Court in above cause be forthwith filed by the clerk,
and that a Judgment be filed and recorded in the minutes
of this Court in accordance with the opinion rendered.

[fol. 150]

IN UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 15,380

KLOR's, INC., Appellant,

v.

BROADWAY-HALE STORES, INC., et al., Appellees.

Appeal from the United States District Court for the
Northern District of California, Southern Division.

OPINION—March 28, 1958

Before: Denman, Barnes and Hamley, Circuit Judges.

BARNES, Circuit Judge:

I. The Private Plaintiff in Antitrust Litigation.

Section 4 of the Clayton Act provides:

“Any person who shall be injured in his business or
property by reason of anything forbidden in the anti-
trust laws may sue therefor . . . and shall recover
threefold the damages by him sustained.”

Passing for the present an examination of what "thing" is forbidden, we note a tendency in some courts to narrow the apparent scope of this statute due to concern with the severity of the penalty.¹

In a recent case this Court said:

"A niggardly construction of the treble damage provision would do violence to the clear intent of Congress. [fol. 151] The private antitrust action is an important and effective method of combating unlawful and destructive business practices. The private suitor complements the government in enforcing the antitrust laws. The treble damage provision was designed to foster and stimulate the interest of private persons in maintaining a free and competitive economy. Its efficacy should not be weakened by judicial construction." *Flinthkote Co. v. Lysfjord*, 246 F.2d 368, 398, cert. denied, 355 U.S. 835 (1957).

Of more importance is what the Supreme Court has said. In reversing an antitrust case from this Circuit in 1957, that Court admonished the trial and appellate federal courts that:

"Petitioner's claim need only be 'tested under the Sherman Act's general prohibition on unreasonable restraints of trade,' [citing cases] and meet the requirement that petitioner has thereby suffered injury."²

¹*Snow Crest Beverages Inc. v. Recipe Foods, Inc.*, D.Mass., 1956, 147 F.Supp. 907, 909; *Harrison v. Paramount Pictures Inc.*, E.D. Penn. 1953, 115 F.Supp. 312; Cf: *Congress Bldg. Group v. Loews, Inc.*, 7 Cir., 1957, 246 F.2d 587.

²*Radovich v. National Football League*, 1957, 352 U.S. 445, 453:

"Congress has, by legislative fiat, determined that such prohibited activities are injurious to the public and has provided sanctions allowing private enforcement of the antitrust laws by an aggrieved party. These laws protect the victims of the forbidden practices as well as the public. [Citing cases] Furthermore, Congress itself has placed the private antitrust litigant in a most favorable position through the enactment of §5 of the Clayton Act. [Citing cases] In the face of such a policy this Court should not add requirements to burden the private litigant beyond what is specifically set forth by Congress in those laws." *Ibid.*

With these principles in mind, we proceed to an examination of what is forbidden by the antitrust laws, as stated in Section 4 of the Clayton Act.

The Sherman Act's first and second sections are relied on by the pleadings in this case.³

[fol. 152] Does the Sherman Act mean *every* contract, and *every* restraint, or must it be interpreted? Must it be aided by a Rule of Reason, and if so, what is that Rule of Reason? The problem is not a new one, nor is it easy. Not only do competent judges disagree—they frequently reach similar destinations by differing circuitous routes.⁴

Suffice it to say that from a period shortly after the early pronouncements of our Supreme Court which made the Sherman Act a comparatively dead law,⁵ succeeding Supreme Court Justices have found it necessary to interpret the precise language used in the Act and determine its proper construction.⁶ Even such a "literalist" as Mr. Justice Peckham eventually came to that view,⁷ at least with

³ 15 U.S.C. §1: "Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States . . . is declared to be illegal. . . ."

15 U.S.C. §2: "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce . . . shall be deemed guilty of a misdemeanor. . . ."

⁴ "Unity of decision does not always require unit of theory." Handler, *Antitrust in Perspective* 11 (1957).

⁵ See, e.g., *United States v. E. C. Knight Co.*, 1895, 156 U.S. 1.

⁶ Compare *United States v. Joint Traffic Association*, 1898, 171 U.S. 505, 567-8, with *United States v. Trans-Missouri Freight Ass'n*, 1897, 166 U.S. 290, 312, where similar contracts with similar purposes (design to fix freight rates) were under consideration.

⁷ "The Act of Congress must have a reasonable construction or else there would scarcely be an agreement or contract among businessmen that could not be said to have, indirectly or remotely, some bearing on interstate commerce and possibly to restrain it." *Hopkins v. United States*, 1898, 171 U.S. 578, 600.

⁸ Professor Handler tells how Mr. Justice White "avoided the embarrassment of the word 'every' in two ways. First, he regarded the Sherman Act as codifying the common law and . . . embodying the same rule of reason sanctioned by prior law. 16/ (*United States v. Trans-Missouri Freight Assn.*, 1897, 290, 353-356.) Sec-

regard to what constituted interstate commerce, even if he could not agree with Mr. Justice White on what was meant by "every restraint." And, although the statutory [fol. 153] language "is literally all encompassing, the courts have construed it as precluding only those contracts or combinations which 'unreasonably' restrain competition."^{8a}

With this brief introduction, let us turn to the pleadings and evidence of this case.

II. *The Pleadings.*

Plaintiff corporation sues many defendants, claiming a cause of action under Sections 4 and 16 of the Clayton Act,⁹ by reason of defendants' alleged violation of Sections 1 and 2 of the Sherman Act.¹⁰

The complaint alleges plaintiff is the owner and operator of a retail store engaged in the business in San Francisco of selling radios, television sets, clothes washers, refrigerators, electric and gas stoves, phonographs and vari-

ond, he asserted that the phrase 'restraint of trade,' both in the prior decisions and the statute, signified illicit arrangements only. 17/ (*Id.* at 345-352.) Under this view, if an agreement was reasonable, it was not in restraint of trade. According to White's theory, the rule of reason had been built into the very words and structure of the legislation. . . . * * *

White . . . in his *Standard Oil and American Tobacco (United States v. American Tobacco Co., 1911, 221 U.S. 106)* opinions . . . by this strained rationale . . . finally succeeded in introducing a rule of reason into our antitrust jurisprudence. * * *

Under (Mr. Justice) Taft's view, there was no place for a rule of reason where the restrictions on competition were nonancillary. * * *

. . . [T]he English courts had . . . abandoned the initial rule of total invalidity (of restraints of trade) and enforced agreements not to compete when ancillary to some major lawful purpose and reasonable in duration and extent. . . . * * *

. . . [C]ommon law . . . did not employ the phrase 'restraint of trade' synonymously with illegality." Handler, *Antitrust in Perspective*, 11 (1957).

^{8a} *Northern Pacific Railway Co. v. United States*, 1958, 355 U.S. 649, 651, citing *Standard Oil Co. of New Jersey v. United States*, 1911, 221 U.S. 1, and *Chicago Board of Trade v. United States*, 1918, 246 U.S. 231.

⁹ Title 15 U.S.C. §§15, 26.

¹⁰ Title 15 U.S.C. §§1, 2.

ous electrical appliances. Plaintiff charges defendant Broadway-Hale Stores, Inc., a corporation, is a competitor in the purchase and sale of such household appliances, operating a chain of stores in the western states and one specific store in the general vicinity of plaintiff's retail store in the Mission District area of San Francisco, California. The eighteen other defendants named are ten lead-[fol. 154] ing manufacturers¹¹ and eight distributors¹² of such household appliances mentioned above.

Plaintiff charges that all defendants beginning prior to 1952 "have restrained trade and commerce in the interstate distribution and sale" of the described types of goods in the San Francisco area "by contracting, combining, conspiring together, and each with the other in restraint and monopoly of such trade and commerce" and "have substantially lessened, limited, and restrained competition in said trade and commerce."¹³

¹¹ Admiral Corporation; Zenith Radio Corporation; Whirlpool-Seeger Corporation; Radio Corporation of America; Emerson Radio and Phonograph Corporation; Philco Corporation; Rheem Manufacturing Company; General Electric Company; Olympic Radio and Television, Inc.; and Tappan Stove Company.

¹² Admiral Distributors, Inc.; H. R. Basford Company; Leo J. Meyberg; Jefferson-Travis, Inc.; Philco Distributors, Inc.; General Electric Dist. Corporation; Olympic Television of Northern California; and O'Keefe and Merritt Company.

¹³ Plaintiff's pertinent allegations were:

" * * * 6. * * * Beginning at a period prior to 1952, and continuing uninterrupted up to and including the date of filing this complaint, the defendants, all well knowing the facts herein alleged, have restrained trade and commerce in the interstate distribution and sale of radios, television sets, clothes washers and dryers, refrigerators, electric and gas ranges, phonographs and electric appliances in the San Francisco Bay Area, by contracting, combining, conspiring together, and each with the other, in restraint and monopoly of such trade and commerce contrary to Sections 1 and 2 of the Act of Congress . . . 15 U.S.C.A., Sections 1 and 2, and have thereby substantially lessened, limited and restrained competition in said trade and commerce, and have prevented plaintiff from obtaining (the above articles) for resale; and have discriminated against plaintiff and in favor of plaintiff's competition in the sale and distribution of the products; and have refused to sell to or enter into any contract to sell products to plaintiff. Such combination, conspiracy and agreement tend to and do actually restrain

[fol. 155] Various alleged discriminations in sale, supply, price, terms, etc., are charged in count one of the complaint as part of the conspiracy. Counts two through thirty-one charge violations of the Robinson-Patman Act¹⁴ and counts thirty-two through forty-one charge violations of § 13(f) of the Robinson-Patman Act¹⁵—discrimination in price, services, etc.

and monopolize interstate commerce in the distribution and sale of (the listed products) in favor of Hale. More particularly, the manufacturer-distributor defendants in pursuing a policy in favor of Hale and against plaintiff have done and are continuing to do the following acts:" There then follows a list of nine particular acts which defendants are alleged to have done, all directed solely at plaintiff and in favor of the defendant Broadway-Hale. * * *

"8. The defendant Hale operates a chain of key stores in the west coast area of the United States. It enjoys a monopolistic buying power by reason of the large number of retail outlets it operates. It has used its monopolistic buying power to negotiate terms and conditions of acquisition and purchase of the products manufactured, distributed and sold by the manufacturer-distributor defendants. It has used its monopolistic buying power to deny to plaintiff its competitive position in the acquisition, purchase and sale of the products manufactured, distributed and sold by the manufacturer-distributor defendants and, in particular, has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff. The manufacturer-distributor defendants have dealt with Hale throughout the period of time alleged on a chain basis and have manufactured, distributed and sold products for resale in the San Francisco Bay Area in consideration of manufacturing, distributing and selling the products to Hale for resale in other parts of the West Coast area of the United States. * * *

"9. By reason of the monopoly buying power of defendant Hale, and the illegal and discriminatory tactics, combinations, conspiracies and agreements in restraint of trade by the manufacturing-distributor defendants acting in collaboration, the business of plaintiff has been seriously impaired, injured and damaged, and the plaintiff has suffered great damage in loss of profits, good will, reputation and prestige of its store as a retail dealer in (the listed products). Plaintiff has been paying unreasonable and discriminatory prices and has been subjected to unfair, unreasonable and discriminatory practices to the damage and loss of plaintiff and to the advantage of defendants, all by reason of the defendants' violation of the anti-trust laws."

¹⁴ Title 15 U.S.C. §13(a), (d) and (e).

¹⁵ Title 15 U.S.C. §13(f).

III. Proceedings in the District Court.

By pre-trial order count one was limited to a single conspiracy charging a Sherman Act violation.¹⁶

[fol. 156] Subsequently, under Federal Rules of Civil Procedure 42(b), the trial court ruled:

“Count one of the complaint and the claim for relief tendered thereby are to be treated in all respects as if they constituted a separate action.”

All but one of the defendants (18 of 19) then moved to dismiss count one of the complaint,

“. . . for failure to state a claim upon which relief can be granted, and for summary judgment on said Count One on the ground that there is no genuine issue as to any material fact and the moving parties are entitled to a judgment as a matter of law.”

In support of this motion, the moving parties submitted a dozen affidavits. Appellant stood on the pleadings and papers on file, filing no documents in opposition to the motion. It should be noted here that the court below did not rule on the pleadings nor grant the motion to dismiss by reason of any failure therein. While a motion to dismiss was made, it was apparently passed over so that the motion for summary judgment could be determined. That latter motion having been granted, it was necessarily dispositive of the motion to dismiss.

The District Court granted the motion for summary judgment by preliminary order and subsequent formal judgment.¹⁷ The preliminary order is short, and reads as follows:

¹⁶ “1(a) . . . Count one of the Complaint is and shall in all further proceedings be interpreted and construed as one seeking relief solely with respect to a conspiracy under the Sherman Act . . . and not as seeking to assert any claim for relief under the Robinson-Patman Act. . . .

(b) Count one of the Complaint is amended by striking the words ‘combinations, conspiracies and agreements’ in paragraph 9, . . . and substituting the words ‘combinations, conspiracy and agreement’ . . .” (Tr. p. 20.)

¹⁷ “The Court having heretofore on June 8, 1956 and on June 22, 1956 made its orders for separate trials by virtue of which Count

[fol. 157] “It appears from the allegations of count one of the complaint and from the undisputed affidavits supporting the motion for summary judgment that there is no genuine issue of fact respecting the claim for relief tendered by count one of the complaint.

Count one is not a cause of action, under the Sherman Anti-Trust Act. It is not concerned with private damages caused by a public wrong proscribed by the Act.

It is just the case of a retail store in the Mission District of San Francisco—one of hundreds in the city engaged in selling the same kind of merchandise—which has a plaint that certain supplier defendants won’t sell it some merchandise, allegedly at the behest of one of its competitors. It is purely a private quarrel, (perhaps otherwise legally remediable) arising out of some undisclosed cause—the nature of which we may suspect, but do not know.

There is not the slightest basis either in substantiality or law for the exercise of our jurisdiction.

The motions are granted. . . .”

This appeal is from the motion granting summary judgment. Count one alone is involved. The other forty counts are not before us.

One of the complaint and the claim for relief tendered thereby are to be treated in all respects as if they constituted a separate action, and defendants having thereafter severally moved to dismiss Count One of the complaint and the claim for relief tendered thereby and for summary judgment thereon, and it appearing that there is no genuine issue of fact respecting the claim for relief tendered by said Count One,

It Is Hereby Ordered, Adjudged and Decreed that said motions to dismiss and said motions for summary judgment are and each of them hereby is granted, and that said Count One and the claim for relief tendered thereby be and they are hereby dismissed as to each and every defendant, and that plaintiff take nothing by them, and the Court hereby expressly determines that there is no just reason for delay in the entry of the foregoing judgment and the clerk is hereby expressly directed to enter the foregoing judgment forthwith. . . .” [Tr. pp. 135, 136.]

IV. *The Issues.*

Appellant makes but one specification of error—namely, that it was error to grant a motion for judgment or dismiss [fol. 158] a complaint seeking damages under § 4 of the Clayton Act based upon an alleged violation of the Sherman Act plus consequent damage to plaintiff because the complaint had failed to allege and plaintiff had failed to prove, as an additional element, a “public injury.”

Appellees do not agree that the trial court's action (and alleged error) can be so described. They agree that if there has been alleged a violation of the Sherman Act, plus consequent damage to a private plaintiff, a cause of action is stated. They claim a violation of the Sherman Act was not pleaded, and more important, not established by the evidence before the court on the motion to dismiss. This was because the restraint of trade relied on was not a restraint of trade recognized as such at common law which constitutes a *per se* violation of the Sherman Act; and in the absence of such a type of violation, there must be alleged a restraint, injurious to the public if proved, in order to constitute an actionable violation of the Sherman Act, either in pleading or proof. The question before the trial court, say appellees, and now here, is this:

“(1) Is the charged restraint of trade of a kind falling within the purview of the Sherman Act?”

and secondarily,

“(2) Does the conspiracy have the necessary relation to interstate commerce?”

Both questions must be answered affirmatively, say appellees, before appellant can prevail.

To put it another way, appellant contends that *any* contract, combination or conspiracy which restrains trade or commerce, no matter in what degree and no matter against whom or how many persons similarly situated the restraint is directed, *always* violates the Sherman Act proscription.

Appellant argues that

“[T]he public in any part of interstate commerce is entitled to the competition of *all* traders and the public

interest is *necessarily* impaired when a trader is eliminated. . . . The antitrust laws are a trader's statute [fol. 159] which protect the trader from unlawful conduct in restraint of trade in order to insure that the public obtains a true competitive market."¹⁸

Appellees, on the other hand, contend with equal vigor that not every restraint upon a single competitor is a restraint of trade or commerce within the meaning of the Sherman Act. They argue, in essence, that a plaintiff, in order to succeed on this motion for summary judgment must allege in his complaint (if he is willing to rely solely upon it in opposition to appellees' affidavits) sufficient facts to prove, or from which it may be inferred, that the public as a whole is or may be in some way affected by the defendants' conduct; *i.e.*, that the conduct attacked has some *substantial* effect on the particular relevant market involved.

Appellant quotes at length from, and largely relies upon, both the briefs filed and the opinion rendered in *Radovich v. National Football League*,¹⁹ certain motion picture anti-trust cases, *e.g.* such as *United States v. Paramount*, 1948, 334 U.S. 131; *United States v. Schine*, 1948, 334 U.S. 110; *United States v. Griffith*, 1948, 334 U.S. 100; *Bigelow v. R.K.O.*, 1946, 327 U.S. 251; *Binderup v. Pathe*, 1923, 263 U.S. 291; *Hart v. B. F. Keith Vaudeville Exchange*, 1923, 262 U.S. 271, and pleadings cases like *United States v. Employing Plasterers Ass'n.*, 1954, 347 U.S. 186.

It is appellant's position that "Radovich . . . overruled this court and thus overruled its principal supports, *Feddersen*²⁰ and *Shotkin*."²¹

Appellees urge that they have carefully maneuvered around the pitfall of a motion to dismiss premised on the pleadings; that they have filed twelve affidavits uncontradicted by anything other than the complaint, as amended by

¹⁸ Appellant's Opening Brief, p. 7. (Emphasis added.)

¹⁹ 352 U.S. 445 (1957).

²⁰ 180 F. 2d 519 (10 Cir. 1950).

²¹ 171 F. 2d 236 (10 Cir. 1948).

[fol. 160] pre-trial order;²² that the court passed on an "undisputed factual situation;"²³ and, that the trial court's finding and the summary judgment based thereon is required by §§ 1 and 2 of the Sherman Act, as interpreted by the Supreme Court, particularly in *Apex Hosiery v. Leader*, 1940, 310 U.S. 469, and those cases which are claimed to follow it.

V. *The Facts.*

The facts, as set forth in the affidavits, and undisputed by appellant, were summarized by appellees as follows:

"Appellant and appellee Hale are not the only retailers of appliances in San Francisco. There are literally hundreds, if not thousands, of others (R. 25-27). The classified section of the San Francisco Telephone Directory contains 14 pages of listings (R. 29-43). In San Francisco alone are sold not only the brands of appliances involved in this case but many other com-

²² The voluntary amendment of the complaint as to damages is here immaterial.

²³ "The Court: You're really relying, then, on not so much the motion to dismiss as on the motion for summary judgment.

Mr. Lasky: I think it's a motion for summary judgment.

The Court: You are stating that as a matter of fact that a case is not stated because of an undisputed factual situation. * * *

Mr. Goldstein: May it please the Court, the conspiracy charged in count one of the complaint is this: No matter how counsel may attempt to avoid it, no matter how abstruse are some of his deductions, it does amount to this and on which the plaintiff rests his case. * * *

The Court: Well, all that I was endeavoring to do, Mr. Goldstein, was to get the question down to a somewhat simple basis. The private right in antitrust arises out of the private damage because of the public wrong.

Mr. Goldstein: Yes, sir.

The Court: In other words, it doesn't arise out of a private wrong; it arises out of a public wrong.

Mr. Goldstein: There must be, as I have conceded, there must be some public interest.

The Court: And the private individual where there is a public wrong has only a cause of action when he can show that the public wrong caused him some damage.

Mr. Goldstein: Yes, sir. * * * " [Tr. pp. 145, 146.]

peting brands (R. 26-27). In addition to the 7 brands of television sets, radio and phonographs mentioned in the complaint, there are 20 other competing brands sold in San Francisco. In addition to the three mentioned brands of refrigerators there are 18 other competing brands. In addition to the 5 mentioned brands of stoves, there are 23 competing brands; in addition to the 2 mentioned brands of clothes washers and dryers, there are 30 competing brands. Among these competing brands are many of the outstanding and most widely advertised brands in the country, including the names Capehart, Crosely, Du Mont, Halli-crafter, Hoffman, Magnavox, Motorola, Packard-Bell, Scott, Westinghouse, Amana, Bendix, Coldspot, Frigid-aire, Hotpoint, International Harvester, Kelvinator, Norge, Servel, Chambers, Roper, Thermador, Western Holly (see listing at R. 26-27). Appellant does not charge that he was denied the right to handle any of this vast number of brands manufactured and sold by companies not parties to this action.

Moreover, a large number of other retailers sell to the San Francisco public the very brands referred to in the complaint. At the date of filing suit the number of dealers in *San Francisco* handling these products was as follows: (See note 24/.)

In the *Mission District alone*, in San Francisco, there are 53 dealers selling the brands referred to in the complaint. Restricting the area under consideration even more narrowly, to *Mission street alone*, a member of

²⁴ "Admiral products	195	retailers (R. 45)
Zenith products	153	retailers (R. 48)
Whirlpool products	67	retailers (R. 50)
RCA products	127	retailers (R. 52)
Emerson products	109	retailers (R. 54)
Philco products	175	retailers (R. 58)
Rheem products	56	retailers (R. 62)
GE products	110	retailers (R. 66)*
Olympic products	33	retailers (R. 116)
Tappan products	13	retailers (R. 118)
O'Keefe & Merritt products	65	retailers (R. 121)

* The figure given is for GE television dealers. The figure for GE major appliance dealers is 54 and for dealers in GE radios and traffic appliances it is 463."

the public desiring to purchase an appliance and strolling down Mission Street for a span of but 11 blocks, of which appellant's store is approximately in the center, would pass the shops of 43 retailers, selling the [fol. 162] specific items and brands referred to in the complaint. Defendants' Exhibit A on the motion (R. 146) is a chart bringing together the factual data taken from the 12 affidavits. Since it strikingly exemplifies the fact, a copy is inserted on the preceding page.

Finally, it may be noted that while the alleged conspiracy is charged as having begun prior to 1952 (R. 9), the number of retail stores in San Francisco selling the items and brands referred to in the complaint steadily increased after 1952 and up to the time of the commencement of the suit. Admiral dealers increased from 150 to 195, and in the Mission District alone from 20 to 36; Zenith from 120 to 153; Whirlpool dealers from 40 to 47; Emerson from 40 to 109 and in the Mission District alone from 13 to 29; Philco from 79 to 175 and in the Mission District alone from 22 to 47; Wedgewood Stove dealers from 41 to 56 and from 8 to 9 in the Mission District alone; General Electric dealers and RCA have run into the hundreds for years and there have been no material variations. (This data appears in the 12 affidavits, R. 25 to 125)."

VI. *The Law.*

Apex Hosiery Co. v. Leader, supra, teaches that not every restriction on commerce is a restraint of trade within the meaning of the Sherman Act.

First, the restraint must "occur in or affect commerce between the states * * * for constitutional reasons." *Id.* at 498.

We need not concern ourselves here with the substantiality of the amount of commerce involved. *Apex* tells us "it is the nature of the restraint and its effect on interstate commerce, and not the amount of the commerce which are the tests of violation." *Id.* at 485.²⁵

²⁵ Citing *United States v. Socony-Vacuum Oil Co.*, 1940, 310 U.S. 150, 225. See also, *Times-Picayune Pub. Co. v. United States*, 1953,

Second, “the restraints at which the Sherman law is aimed, and which are described by its terms, are *only those* [fol. 163] *which are comparable to restraints deemed illegal at common law. . . .*” [Emphasis added.] *Id.* at 498. The drafters of the Sherman Act “extended the condemnation of the statute to restraints effected by any combination in the form of trust or otherwise, or conspiracy, as well as by contract or agreement, having those effects on the competitive system and on purchasers and consumers of goods or services which were characteristic of restraints deemed illegal at common law. . . .” *Ibid.*

In deciding the question of whether a conspiracy of workers to stop factory production was “the kind of restraint of trade or commerce at which the Act is aimed,”²⁶ the Supreme Court in *Apex* had the same question (in different form) to answer as is here raised by the motion to dismiss. It is to be remembered that in *Apex* this question was required to be answered “even though a natural and probable consequence of their (the strikers’) acts and the only effect on trade or commerce was to prevent substantial shipments interstate by the employer.”²⁷

“The critical words which circumscribe the judicial performance of this function so far as the present case is concerned are ‘Every . . . combination . . . or conspiracy in restraint of trade or commerce.’ Since in the present case, as we have seen, the natural and predictable consequence of the strike was the restraint of interstate transportation *the precise question which we are called upon to decide is whether that restraint resulting from the strike maintained to enforce union demands by compelling a shutdown of petitioner’s factory is the kind of ‘restraint of trade or commerce’ which the Act condemns.*”²⁸

343 U.S. 594, 611; *Lorain Journal Co. v. United States*, 1951, 342 U.S. 143, 151, n. 6; *United States v. Paramount Pictures*, 1948, 334 U.S. 131, 173; *United States v. Yellow Cab Co.*, 1947, 332 U.S. 218, 225-226.

²⁶ *Apex Hosiery v. Leader*, 1940, 310 U.S. 469, 487.

²⁷ *Ibid.*

²⁸ *Id.* at 490. (Emphasis added.)

The court then traces some of the background of the Sherman Act and states:

“The end sought was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of purchasers or consumers of goods and services, [fol. 164] all of which had come to be regarded as a special form of public injury.”²⁹

* * *

For that reason the phrase ‘restraint of trade’ which, as will presently appear, had a well-understood meaning at common law, was made the means of defining the activities prohibited. The addition of the words ‘or commerce among the several states’ was not an additional kind of restraint to be prohibited by the Sherman Act but was the means used to relate the prohibited restraint of trade to interstate commerce for constitutional purposes, *Atlantic Cleaners & Dyers v. United States*, 286 U.S. 427, 434, so that Congress, through its commerce power, might suppress and penalize restraints on the competitive system which involved or affected interstate commerce.”³⁰

In *Apex* Justice Stone went on:

“The common law doctrines relating to contracts and combinations in restraint of trade were well understood long before the enactment of the Sherman Law. They were contracts for the restriction or suppression of competition in the market, agreements to fix prices, divide marketing territories, apportion customers, restrict production and the like practices, which tend to raise prices or otherwise take from buyers or consumers the advantages which accrue to them from free competition in the market. . . .

²⁹ *Id.* at 493.

³⁰ *Id.* at 494-495.

In seeking more effective protection of the public from the growing evils of restraints on the competitive system effected by the concentrated commercial power of 'trusts' and 'combinations' at the close of the nineteenth century, the legislators found ready at their hand the common law concept of illegal restraints of trade or commerce. In enacting the Sherman law they took over that concept by condemning such restraints wherever they occur in or affect commerce between the states. They extended the condemnation of the statute to restraints effected by any combination in the form [fol. 165] of trust or otherwise, or conspiracy, as well as by contract or agreement, having those effects on the competitive system and on purchasers and consumers of goods or services which were characteristic of restraints deemed illegal at common law, and they gave both private and public remedies for the injuries flowing from such restraints.

That such is the scope and effect of the Sherman Act was first judicially recognized and expounded in the classic opinion in *United States v. Addyston Pipe & Steel Co.*, 85 F. 271, affirmed 175 U.S. 211, written by Judge, later Chief Justice, Taft, and concurred in by Justice Harlan and Judge, later Justice, Lurton, of this Court. This Court has since repeatedly recognized that the restraints at which the Sherman law is aimed, and which are described by its terms, are only those which are comparable to restraints deemed illegal at common law, although accomplished by means other than contract and which, for constitutional reasons, are confined to transactions in or which affect interstate commerce.

* * *

In thus grounding the 'rule of reason' upon the analogy of the common law doctrines applicable to illegal restraints of trade the Court gave a content and meaning to the statute in harmony with its history and plainly indicated by its legislative purpose. Labor cases apart, which will presently be discussed, this Court has not departed from the conception of the Sherman Act as affording a remedy, public and private, for the public

wrongs which flow from restraints of trade in the common law sense of restriction or suppression of commercial competition. In the cases considered by this Court since the *Standard Oil* case in 1911 some form of restraint of commercial competition has been the sine qua non to the condemnation of contracts, combinations or conspiracies under the Sherman Act, and in general restraints upon competition have been condemned only when their purpose or effect was to raise or fix the market price. It is in this sense that it is said that the restraints, actual or intended, prohibited by the Sherman Act are only those which are so substantial as to affect market prices. Restraints on competition or on the course of trade in the merchandising [fol. 166] of articles moving in interstate commerce is (sic) not enough, unless the restraint is shown to have or is intended to have an effect upon prices in the market or otherwise to deprive purchasers or consumers of the advantages which they derive from free competition. (Citations omitted.)

* * *

Here it is plain that the combination or conspiracy did not have as its purpose restraint upon competition in the market for petitioner's product. Its object was to compel petitioner to accede to the union demands and an effect of it, in consequence of the strikers' tortious acts, was the prevention of the removal of petitioner's product for interstate shipment. So far as appears the delay of these shipments was not intended to have and had no effect on prices of hosiery in the market, and so was in that respect no more a restraint forbidden by the Sherman Act than the restriction upon competition and the course of trade held lawful in *Appalachian Coals v. United States*, *supra*, because notwithstanding its effect upon the marketing of the coal it nevertheless was not intended to and did not affect market price."³¹

Radovich v. National Football League, 9 Cir., 1956, 231 F.2d 621, was a pleading case. In it, this Court decided on

³¹ *Id.* at 497-502.

two grounds that plaintiff's complaint did not state a cause of action. The first ground was that football was more like baseball (*Toolson v. New York Yankees*, 1953, 346 U.S. 356; *Federal Baseball of Baltimore v. National League*, 1922, 259 U.S. 200) than like boxing (*United States v. International Boxing Club*, 1955, 348 U.S. 236). Secondly, if wrong on the first premise, then Radovich's complaint did not "allege facts from which it can be determined as a matter of law that by reason of intent, tendency, or the inherent nature of the contemplated acts, the conspiracy was reasonably calculated to prejudice the public interest by unduly restricting the free flow of interstate commerce," quoting from *Fedderson Motors v. Ward*, 10 Cir., 1950, 180 F.2d 519, 522.

Radovich alleged that there was a conspiracy to eliminate football leagues not affiliated with the defendant, hence, [fol. 167] defendants were creating a monopoly. The method alleged was to control the players by the "reserve clause" and "black-lists." The alleged intent of the defendants in *Radovich* was to "boycott and ruin defendant's competitor, the All-America Conference." This Court concluded that the means alleged were not calculated to prejudice the public or unreasonably restrain interstate commerce. This Court failed "to discover any basis to say that the appellant has pleaded that All-America or any other league was ruined, would be ruined or substantially affected by the complained of acts," and therefore felt there were no facts pleaded leading to the conclusion that the public had been adversely affected.

The Supreme Court (352 U.S. 445) considered both grounds relied on by this Court to affirm the District Court and found them untenable. We are not concerned here with the Supreme Court's refusal to approve this Court's conclusion as to the similarity between football and baseball. But appellant herein strongly relies upon the pronouncement of the Supreme Court with respect to the second point: public injury. After disposing of the essential allegations of the substantial effect upon interstate commerce, the Supreme Court said:

"We find the technical objections to the pleading without merit. The test as to sufficiency laid down by Mr. Jus-

tice Holmes in *Hart v. B. F. Keith Vaudeville Exchange*, 262 U.S. 271, 274 (1923), is whether 'the claim is wholly frivolous.' While the complaint might have been more precise in its allegations concerning the purpose and effect of the conspiracy, 'we are not prepared to say that nothing can be extracted from this bill that falls under the Act of Congress . . .' *Id.*, at 274."³²

The Court then cites *United States v. Employing-Plasterers Association*, *supra*, which again is a pleading case.

The Supreme Court then states:

"Petitioner's claim need only be 'tested under the Sherman Act's general prohibition on unreasonable restraints of trade,' *Times-Picayune Pub. Co. v. U.S.*, 345 U.S. 594, 614 (1953), and meet the requirement that [fol. 168] petitioner has thereby suffered injury. Congress has, by legislative fiat, determined that such prohibited activities are injurious to the public^{10/} and has provided sanctions allowing private enforcement of the antitrust laws by an aggrieved party. These laws protect the victims of the forbidden practices as well as the public."³³

The Supreme Court, by Note 10 and reference to its earlier decision in *Apex*, defines what it means by "prohibited activities injurious to the public" and what the "forbidden practices" are from which the public is to be protected. Note 10 reads as follows:

"In *Apex Hosiery Co. v. Leader*, 310 U.S. 469 (1940), this Court said: "The end sought was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or otherwise control the market to the detriment of the purchasers or consumers of goods and services, *all of which had come to be regarded as a*

³² *Radovich v. National Football League*, 1957, 352 U.S. 445, 453.

³³ *Ibid.* 454.

special form of public injury, (Emphasis supplied.)
Id., at 493.”³⁴

To further emphasize the restriction to free competition to which it referred, the Supreme Court continued its Note 10 as follows:

“In *Standard Sanitary Mfg. Co. v. United States*, 226 U.S. 20 (1912), speaking of the antitrust laws the Court said: ‘*The law is its own measure of right and wrong, of what it permits, or forbids, and the judgment of the courts cannot be set up against it in a supposed accommodation of its policy with the good intention of parties, and it may be, of some good results.*’ (Emphasis supplied.) Id., at 49.”³⁵

We take it that by this Note the Supreme Court admonishes the inferior courts not to come to their own philosophical conclusions as to what restraints of trade should be [fol. 169] prohibited, contrary to the language of a statute which was constituted and adopted with recognition of the existing rules of common law. We cannot say what we may think it should be because of personal antitrust philosophy or predilection.

Times-Picayune Pub. Co. v. United States, 1953, 345 U.S. 594, is cited in *Radovich*, 352 U.S. at 453, as setting up the tests by which any wholly non-frivolous claim of a plaintiff is to be tested.

In *Times-Picayune* the District Court had denied the government’s motion for summary judgment which had urged that “the unit contracts” therein under attack were per se violations of §1 of the Sherman Act. But after trial the District Court found that the defendants had instituted the unit contract system “in order to ‘restrain general and classified advertisers from making an untrammelled choice’ ”

³⁴ It is to be noted that the emphasis supplied in the foregoing quotation by the Supreme Court of its earlier decisions in *Apex*, was supplied by that Court, not by this Court.

³⁵ The three-judge dissent in *Radovich* is of no materiality here, because it is based upon the appropriate compulsions of *stare decisis*, and the binding effect of the *Toolson* case.

between two competing papers “in purchasing advertising space, and also to substantially diminish the competitive vigor of” the opposing paper, and that this unit system was “economically enforceable against (advertising) buyers solely because of the Times-Picayune’s ‘dominant’ or ‘monopoly position.’”³⁶

The Supreme Court, reviewing these findings, then related how the District Court had held §1 of the Sherman Act violated; that “tying arrangements” depended upon the market setting; and, that in the market setting found by the Supreme Court, “we do not think that the Times-Picayune occupied a ‘dominant’ position in the newspaper advertising market in New Orleans.”³⁷ It was therefore necessary for the Supreme Court to test the advertising contracts under attack.

“ . . . under the Sherman Act’s general prohibition on unreasonable restraints of trade. For purposes of §1, ‘[a] restraint may be unreasonable either because a restraint otherwise reasonable is accompanied with a specific intent to accomplish a forbidden restraint or because it falls within the class of restraints that are illegal per se.’ *United States v. Columbia Steel Co.*, 334 U.S. 495, 522 (1948). Since the requisite intent is [fol. 170] inferred whenever unlawful effects are found, *United States v. Griffith*, 334 U.S. 100, 105, 108 (1948); *United States v. Patten*, 226 U.S. 525, 543 (1913), and the rule of *International Salt* is out of the way, the contracts may yet be banned by §1 if unreasonable restraint was either their object or effect. . . . For our inquiry to determine reasonableness under §1 must focus on ‘the percentage of business controlled, the strength of the remaining competition [and] whether the action springs from business requirements or purpose to monopolize.’ 334 U.S., at 527; compare *Standard Oil Co. of California v. United States*, 337 U.S. 293, 312-313 (1949).”³⁸

³⁶ *Times-Picayune v. United States*, 1953, 345 U.S. 594, 601.

³⁷ *Id.* at 611.

³⁸ *Id.* at 614-615.

Mr. Justice Clark then treats the factual situation disclosed by the evidence, finds the advertising contracts were the results of endeavors to "rationalize" operations; were legitimate business aims; were not conceived to achieve monopolistic ends; were at least partially induced by competitive business considerations and "did not bespeak a purposive quest for monopoly or restraint of trade."³⁹

³⁹ *Id.* at 623.

"Consequently, no Sherman Act violation has occurred unless the Publishing Company's refusal to sell advertising space except en bloc, viewed alone, constitutes a violation of the Act. Refusals to sell, without more, do not violate the law. Though group boycotts, or concerted refusals to deal, clearly run afoul of §1, *Kiefer-Stewart Co. v. Seagram & Sons*, 340 U.S. 211, 214 (1951); *Associated Press v. United States*, 326 U.S. 1 (1945); see *United States v. Columbia Steel Co.*, 334 U.S. 495, 522 (1948), different criteria have long applied to qualify the rights of an individual seller. Beginning with *United States v. Colgate & Co.*, 250 U.S. 300 (1919), this Court's decisions have recognized individual refusals to sell as a general right, though 'neither absolute nor exempt from regulation.' *Lorain Journal v. United States*, 342 U.S. 143, 155 (1951). If accompanied by unlawful conduct or agreement, or conceived in monopolistic purpose or market control, even individual sellers' refusals to deal have transgressed the Act. *Lorain Journal v. United States*, *supra*; *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 708, 721-723 (1944); *Eastman Kodak Co. v. Southern Photo Materials Co.*, 273 U.S. 359, 375 (1927); *United States v. Schrader's Son, Inc.*, 252 U.S. 85, 99 (1920); cf. *American Tobacco Co. v. United States*, 328 U.S. 781, 808 (1946); *Federal Trade Commission v. Beech-Nut Packing Co.*, 257 U.S. 441, 453-455 (1922). Still, although much hedged about by later cases, *Colgate's* principle protects the Times-Picayune Publishing Company's simple refusal to sell advertising space in the Times-Picayune or States separately unless other factors destroy the limited dispensation which that case confers.

In our view, however, no additional circumstances bring this case within §1. . . . With the advertising contracts in this proceeding viewed as in themselves lawful and no further elements of combinations apparent in the case, §2 criteria must become dispositive here.

An insufficient showing of specific intent vitiates this part of the Government's case. While the completed offense of monopolization under §2 demands only a general intent to do the act, 'for no monopolist monopolizes unconscious of what he is doing,' a specific intent to destroy competition or build monopoly is essential to guilt for the mere attempt now charged. *United States v. Aluminum*

[fol. 171] This case, to us, holds that "restraints of trade," as that language is used in the Sherman Act means "unreasonable" restraints of trade, and "unreasonable restraints of trade" are (1) illegal per se restraints interfering with free competition in business and commercial transactions which tend to (a) restrict production; (b) affect prices; or, (c) otherwise control the market to the detriment of the purchasers or consumers of goods and services, or (2) those restraints of trade, ordinarily reasonable, but made unreasonable because accompanied with a specific intent to accomplish the equivalent of a forbidden restraint.

Applying these tests to the instant facts we must ask:

(1) What is *the restraint* relied upon?

(2) Is the restraint *illegal per se*?

[fol. 172] (3) If not, (*i.e.*, if an otherwise reasonable restraint) is it accompanied with a *specific intent to accomplish a forbidden restraint*?

(4) Was the *object* of the contract or combination under attack an *unreasonable restraint*?

(5) Was the *effect* of the contract under dispute an *unreasonable restraint*?

Times-Picayune further suggests, that in determining what constitutes an "*unreasonable restraint*" (either sought

Co. of America, 148 F.2d 416, 431-432 (1945); *United States v. Griffith*, 334 U.S. 100, 105 (1948); *American Tobacco Co. v. United States*, 328 U.S. 781, 814 (1946); *Swift & Co. v. United States*, 196 U.S. 375, 396 (1905). This case does not demonstrate an attempt by a monopolist established in one area to nose into a second market, so that past monopolistic success both enhances the probability of future harm and supplies a motivation for further forays. Cf. *United States v. Griffith*, *supra*; *Swift & Co. v. United States*, *supra*. And unlike *Lorain Journal v. United States*, 342 U.S. 143 (1951), where a single newspaper's refusal to sell space to advertisers unless they forewent advertising over a competing local radio station manifested 'bold, relentless, and predatory commercial behavior,' *id.*, at 149, no remotely comparable charge is borne out here. * * *

We conclude, therefore, that this record does not establish the charged violations of §1 and §2 of the Sherman Act." *Id.* at 624-627.

by or resulting from defendants' acts), we must determine (a) the percentage of business controlled; (b) the strength of the remaining competition; (c) whether the action criticized was the result of business requirements or done with a purpose to monopolize.

Here the restraint relied on, as we see from the complaint,⁴⁰ was in preventing plaintiff from obtaining *certain* electrical appliances for resale, while at the same time permitting Broadway-Hale to purchase those *certain* electrical appliances. This is a simple refusal to sell, allegedly by joint action. Various other competing electrical appliances were shown by the record before the trial court to be available to Klor's, Inc.⁴¹ Many other retailers sold these "certain electrical appliances" to the public, fifty-three in the Mission District of San Francisco alone. The number of retailers in San Francisco from the start of the alleged conspiracy to the time of filing suit increased.

There was no charge or proof that by any act of defendants the price, quantity, or quality offered the public was affected, nor that there was any intent or purpose to effect a change in, or an influence on, prices, quantity, or quality, either directly or indirectly. It is not suggested that either the object or effect of the alleged conspiracy was to create an unreasonable restraint, illegal per se.

[fol. 173] If a business transaction and the effect and object of such transaction between two or more persons is lawful, then the transaction cannot be nor can it create an unlawful conspiracy. If "X Company," a manufacturer, refuses to sell to Klor's, Inc., and sells to "Y Company," a retailer who also agrees to buy from "X" as long as "X" does not sell to Klors, more than one person is involved, and they have agreed not to sell, but their act is not neces-

⁴⁰ Tr. p. 8, para. III.

⁴¹ Twenty competing brands of television sets compared to the seven declared impossible to attain; eighteen competing brands of refrigerators, compared to three; twenty-three stoves, compared to five; thirty competing clothes washers and dryers, compared to two. See Statement of Facts, *supra*.

sarily^{41a} illegal. To a minute degree, any refusal to sell is a restraint of trade, in the ordinary sense; but it is not necessarily a restraint in the Sherman Act sense. Some restraints of trade are reasonable, and hence not violative. Others are not in, nor do they affect, interstate commerce, and hence are not violative. Others are so remote in their effect on the public at large as not to be restraints for Sherman Act purposes. *Apex Hosiery v. Leader*, *supra*; *Eastern States Lumber Dealers Association v. United States*, 1914, 234 U.S. 600; *Miller Motors v. Ford Motor Co.*, 4 Cir., Jan. 20, 1958, F.2d, affirming, 149 F.Supp. 790 (1957); *Hudson Sales Corp. v. Waldrip*, 5 Cir., 1954, 211 F.2d 268; *Fedderson Motors v. Ward*, *supra*; *Westmoreland Asbestos Co. v. Johns-Manville Corp.*, 2 Cir., 1943, 136 F.2d 844.

The purpose of the antitrust statutes is to protect the "public" from the harm which follows from concerted or monopolistic conduct designed to acquire control of a market, usually competitive, to which the public must ultimately resort and which conduct can be described as an undue restraint of trade.⁴² Notwithstanding the many phrases which may be picked at random out of numerous cases, and, out of context, be made to support the position that concerted conduct directed at harming the opportunity of a single trader to compete is always within the prohibitions of the Sherman Act, it is our opinion that there exists the [fol. 174] need to show facts in a motion such as this from which a court might reasonably infer "public injury" before an antitrust violation is before the court; and, further, that the Supreme Court has not departed one whit from this requirement.

Where the particular conduct in restraint of trade is of the kind prohibited by the Act and where the inference of

^{41a} See the "simple example" suggested by Mr. Justice Black in *Northern Pacific Railway Co. v. United States*, *supra*, at 653:

"[I]f one of a dozen food stores in a community were to refuse to sell flour unless the buyer also took sugar it would hardly tend to restrain competition in sugar if its competitors were ready and able to sell flour by itself."

⁴² *Wilder Mfg. Co. v. Corn Products Refining Co.*, 1915, 236 U.S. 165, 174; *Eastern States Lumber Dealers Ass'n v. United States*, 1913, 234 U.S. 600.

public injury reasonably can be extracted from the complaint, a good cause of action is stated. Assuming these conditions are met, a private plaintiff has the right to bring an action for treble damages for injury to his business or property "by reason of anything forbidden in the antitrust laws (Title 15, U.S.C. §15) and for an injunction." (Title 15, U.S.C. §26.) However, the private right is not a remedy for a private wrong created by federal law. The private right is a method of enforcing public rights and thereby providing additional means of enforcing the prohibitions of the statute. "Congress . . . has provided sanctions allowing private enforcement of antitrust laws by an aggrieved party." (*Radovich v. National Football League, supra* at 454.) In this way it is entirely accurate to assert that "these laws protect the victim of the forbidden practice as well as the public." (*Ibid.*) But the private right is a purely incidental means of enforcing the Act. Before there can be any "forbidden practices" there must be an improper restraint of trade or commerce; once this is established or reasonably put in issue, the private right and the consequent private protection arise. Without the prohibited restraint, there is no private right for there has been no violation, *i.e.*, there has been no conduct of defendants, which is or conceivably could be injurious to the public welfare. Plaintiff must allege (and here prove) that there has been a prohibited restraint and that he has been proximately damaged thereby in order to sustain his complaint or position against a motion to dismiss or for summary judgment. He need not allege, additionally, that the public has been injured by defendants' conduct. But to have the prohibited restraint there must be facts from which it can be determined that the "conduct charged . . . was reasonably calculated to prejudice the public interest by unduly restricting the free flow of commerce." (*Kinnear-Weed Corp. v. Humble Oil & Refining Co.*, 5 Cir., 1954, 214 F.2d 891.) The Supreme Court in *Radovich*, relied on so heavily by plaintiff, said no more than this in quoting [fol. 175] Justice Holmes' conclusion in *Hart v. B. F. Keith Vaudeville Exchange*, 1923, 262 U.S. 271, 274:

"It is enough (for purposes of motion to dismiss) that we are not prepared to say that nothing can be

extracted from this bill that falls under the Act of Congress, or at least that the claim is wholly frivolous.”

Turning now to the cases cited to us by plaintiff, we are unable to discern any deviation from what we have just stated. Plaintiff asserts that the case of *Shotkin v. General Electric Co.*, 10 Cir., 1948, 171 F.2d 236, established a new requirement for private antitrust litigation: that plaintiff is required to allege injury to the public in order to state a cause of action. We are unable to find any such requirement in *Shotkin*. In affirming the granting of a motion to dismiss, Judge Bratton, speaking for the Court, said:

“Founded upon these broad concepts of public policy, the Act is limited in operative scope and effect to combinations, agreements, or concerts which tend to prejudice the public interest by unduly restricting competition or unduly obstructing the due course of trade, or which because of their evident purpose or inherent nature injuriously restrain trade in the competitive markets.

* * *

It is essential to recovery in an action of this kind that plaintiff allege and prove two things: a violation of the Act, and damages to plaintiff proximately resulting from the acts and conduct of the defendants which constitute the violation of the Act. Injury to the plaintiff, of itself and alone, is not sufficient to warrant a civil action of this nature for injunctive relief and damages. There must be harm to the general public in the form of undue restriction of trade and commerce as a result of the wrongful contract, combination, or concert.

* * *

In other words the complaint failed to allege facts from which it could be determined as a matter of law that a combination or conspiracy was entered into which brought about an increase in prices to the consuming public, a diminution in the volume of merchandise [fol. 176] in the competitive markets, a deteriora-

tion in the quality of merchandise available in the channels of commerce, or other like evil consequence in the free flow of interstate commerce.”⁴³

We are unable to discern any new doctrine in the above extract. It seems to be no more than a concise and accurate statement of well-established requirements for private recovery under the antitrust provisions.

It is true that on a motion for dismissal the complaint is to be broadly interpreted in a manner most favorable to the pleader;⁴⁴ but that does not mean that the court must find allegations of ultimate facts in conclusionary pleading, or a violation of the Sherman Act from allegations of action directed solely at plaintiff and which, as such, could have as a matter of law no conceivable effect on the competitive market.

Similarly with *Fedderson Motors v. Ward*, *supra*, which plaintiff argues continued the “new requirement” of public injury supposedly injected by *Shotkin*. *Fedderson* also is a case where, on affirming a judgment dismissing the complaint, the court was unable to find any allegation of material fact evidencing an antitrust violation.

The Supreme Court in *Radovich v. National Football League*, *supra*, termed controlling of this case by plaintiff, did not, in our opinion, in any way overrule these cases. The Court in *Radovich* did no more than to re-assert Justice Holmes’ admonition that the test of sufficiency of the complaint is whether “the claim is wholly frivolous.” (*Id.* at 453.) In reversing this Court the Supreme Court determined that the allegation of defendants’ attempt to eliminate from competition the All-America Conference, defendants’ *only* competitor in professional football, which thereby caused injury to the plaintiff in his business or property, was sufficient to sustain the complaint against a motion to dismiss for failure to state a cause of action under the antitrust laws. Read thus, the *Radovich* case [fol. 177] is entirely consistent with *Shotkin*, *Fedderson*,

⁴³ 171 F.2d, at 238-239.

⁴⁴ *Radovich v. National Football League*, *supra*; *William Goldman Theatre’s, Inc. v. Twentieth Century Fox*, E.D.Pa., 1957, 151 F.Supp. 840.

and all other cases in which the Supreme Court and the lower federal courts have adhered to the requirement that a violation of the Sherman Act requires conduct of defendants by which the public is or conceivably may be ultimately injured.⁴⁵

Plaintiff cites us many cases involving group boycotts, discrimination, and the use of large scale buying power to drive out a competitor. And he supplies us with many quotations which at first blush appear to support his position. But each of his authorities involves factual situations entirely different from the one before us; factual situations in which the random phrases picked by plaintiff are proper and not inaccurate; they do not, however, support the contentions made here.

We are told that the antitrust laws are a trader's statute and cited to *Mandeville Farms v. Sugar Co.*, 1948, 334 U.S. 219; but that case holds that the antitrust statute "does not confine its protection to purchasers, to competitors or to sellers." (*Id.* at 236.) The statute, so *Mandeville Farms* decides, includes protection against the anti-competitive conduct of *buyers* also. But the reason for such protection, is as always, fear of the detrimental effect on the public which these practices may have. In holding that concerted action by processors directed against growers is barred by the antitrust laws, the Court did not intend such a phrase as protection of "all who are made victims of the forbidden practices" (*Id.* at 236) to be used to create a cause of action for a single competitor injured by action directed solely at him which has no substantial effect on competition. Where there is no conceivable way in which a substantial segment of the public can be injured by the conduct attached, the Sherman Act is not violated. (*Apex Hosiery v. Leader*, *supra.*) The *Mandeville Farms* case is in no way contrary. It is not authority for the proposition that conduct directed solely and exclusively at an individual competitor

⁴⁵ See *Mandeville Farms v. Sugar Co.*, 1948, 334 U.S. 219; *Apex Hosiery v. Leader*, *supra*, Report of the Attorney General's National Committee to Study the Antitrust Laws 12 (1955).

is illegal, unless the result is a substantial lessening of competition in the particular market involved.⁴⁶

[fol. 178] In each of the "Theatre" cases relied on by plaintiff, defendants' conduct either did or was intended to eliminate the sole competitor in a particular market, was directed at one of a very small number of competitors,⁴⁷ or involved the use of large scale monopolistic power derived from nationwide enterprises to eliminate a competitor and thereby substantially affect competition in the local market area. (See, e.g., *United States v. Schine Chain Theatres*, 1948, 334 U.S. 110; *United States v. Griffith*, 1948, 334 U.S. 100; *Bigelow v. RKO Radio Pictures*, 1946, 327 U.S. 251; *Binderup v. Pathe Exchange*, 1923, 263 U.S. 291; *Hart v. B. F. Keith Vaudeville Exchange*, *supra*; *Paramount Film Distributing Corp. v. Village Theatre*, 10 Cir., 1955, 228 F.2d 271; *William Goldman Theatres v. Loew's, Inc.*, 3 Cir., 1945, 150 F.2d 738; *White Bear Theatre Corp. v. State Theatre Corp.*, 8 Cir., 1942, 129 F.2d 600; *Victor Talking Machine v. Kemeny*, 3 Cir., 1921, 271 F. 810.

Finally to be considered are those cases cited to us in which price fixing or some other form of complete market control was involved and where defendants' conduct was directed at a particular class of persons of which plaintiff was one. Here again it is clear that control or attempted control of all competitors is the evil which causes the contracts, combinations, or conspiracies to be the type prohibited by §1 of the statute. These cases are not here applicable; the conduct involved either was intended to control the entire market and was directed at plaintiff because he refused to conform or was directed at an entire class of defendants' competitors, buyers, or sellers, one of whom was the plaintiff. (See, e.g., *Radovich v. National Football League*, *supra*; *Kiefer-Steward v. Seagram & Sons*, 1951, 340 U.S. 211; *International Salt Co. v. United States*, 1947, 332 U.S. 392; *Fashion Guild v. FTC*, 1941, 312 U.S. 457; *Flintkote v. Lysfjord*, 9 Cir., 1957, 246 F.2d 368; *United*

⁴⁶ See *International Salt Co. v. United States*, 1947, 332 U.S. 392, 396.

⁴⁷ Removal of any one competitor thereby having a substantial effect on competition.

States v. Tarpon Springs Sponge Exchange, 5 Cir., 1944, 142 F.2d 125; *Package Closure Corp. v. Scalright Co.*, 2 Cir., 1944, 141 F.2d 972; *Roseland v. Phister*, 7 Cir., 1942, 125 F.2d 417; *Johnson v. J. H. Yost Lumber Co.*, 8 Cir., 1941, 117 F.2d 53.) Not one of the out of context quotations [fol. 179] from the foregoing cases used by plaintiff will support his position when read within its factual setting.

Count one of the complaint, with which we are here solely concerned, alleges, in paragraph six, that defendant Broadway-Hale, in combination with each of the manufacturing-distributing defendants, prevented *plaintiff* from obtaining products to sell to the public. There is no allegation of actual, attempted, or intended control of the market in which plaintiff and defendant Broadway-Hale competed, considering the market to be either the retail sellers of the Mission District of San Francisco, the city itself, or the purchasing public. Defendants' affidavits, submitted under the provisions of Rule 56 of the Federal Rules, as well as the facts of which this Court may take judicial notice leave no doubt that the conduct directed at this particular plaintiff and only at this plaintiff did not and could not have under the circumstances any substantial effect on market competition. As defendants point out there are literally hundreds of dealers in the San Francisco Bay Area dealing in the same kinds and brands of major appliances as plaintiff and defendant Broadway-Hale. On Mission Street, along with the plaintiff and Broadway-Hale, there are over forty retail dealers. Additionally, there are numerous brands of appliances to which plaintiff was not denied access and which compete favorably with those he was denied.⁴⁸ In light of our previous discussion, such allegations, especially when considered on motion for summary judgment rather than on motion for dismissal of the complaint, do not allege facts from which it can be inferred that there was or may be a substantial effect on competition, and therefore do not allege a violation of §1 of the antitrust laws—

⁴⁸ See the Supreme Court's discussion of the effect of competing alternatives on alleged antitrust violations in *Times-Picayune v. United States*, *supra*.

they do not state facts from which injury to the public can be perceived.

The first sentence of paragraph six of count one of plaintiff's complaint is of no assistance to appellant. It alleges only that "defendants . . . have restrained trade and commerce . . . by contracting, combining, and conspiring together . . . in restraint and monopoly of such trade and commerce . . . and have thereby substantially lessened, limited and restrained competition in said trade and commerce. . . ." This is no more than the pleader's conclusion that defendants have restrained trade and commerce by restraining trade and commerce. It states no facts from which illegal action can be perceived or inferred. Paragraph eight of count one speaks of Broadway-Hale's "monopolistic buying power" enjoyed "by reason of the large number of retail outlets it operates." But the essence of this allegation is that Broadway-Hale "has purchased and continues to purchase the products of the manufacturer-distributor defendants upon the condition that the manufacturer-distributor defendants do not sell their products to the plaintiff." We find no basis for determining that Broadway-Hale intended, or had the power if it so intended, to effect such conditions on its purchases in such scope as to appreciably affect competition among retailers generally in their purchases or sales to the public. It is well known that appliance sales are within a most highly competitive market. As between two dealers, one may be able to condition his purchases by requiring no sales to the other. So long as the ability to so condition one's own purchases does not substantially interfere with either the "retailing public" or the "consuming public," there is no conduct which violates the provisions of the antitrust laws.

In determining whether certain conduct was "in restraint of trade or commerce," we re-emphasize what was said by the Court in *Apex Hosiery v. Leader, supra*, at 493, 500:

"The end sought (by the Sherman Act) was the prevention of restraints to free competition in business and commercial transactions which tended to restrict production, raise prices or *otherwise* control the market to the detriment of purchasers or consumers of goods

and services, all of which had come to be regarded as a special form of public injury. * * *

. . . [R]estraints, actual or intended, prohibited by the Sherman Act are only those which are so substantial as to affect market prices. Restraints on competition or on the course of trade in the merchandising of articles moving in interstate commerce is (sic) not enough, unless the restraint is shown to have or is intended to have an effect upon prices in the market or otherwise to deprive purchasers or consumers of the advantages which they derive from free competition." [Emphasis added.]

[fol. 181] In other words, restraints, in order to be violative of the law, must operate, or be intended to operate, to restrict commercial competition in a *substantial* manner.

We believe this to be an accurate and controlling statement of the law applicable in determining whether particular conduct conceded to exist does or does not constitute a violation of the antitrust laws. Neither *Shotkin v. General Electric Co.*, *supra*, and *Fedderson Motors v. Ward*, *supra*, nor the cases which follow and rely on them are to the contrary; nor does *Radovich v. National Football League*, *supra*, weaken or limit the conclusions derived from the *Apex* case.

We hold, therefore, that plaintiff's first cause of action, as proved, is fatally defective. The facts prove no more than a squabble between two of many competitors in a highly competitive market area. The facts prove no conduct in violation of the antitrust laws because there has been no conduct by which the "public" could conceivably suffer injury. Construing the complaint and affidavits together, and considering the facts judicially known to this Court and the court below, the motion for summary judgment was properly granted.

The judgment is *affirmed*.

[File endorsement omitted]

[fol. 182]

IN UNITED STATES COURT OF APPEALS FOR NINTH CIRCUIT

No. 15380

KLOR'S, INC., Appellant,

v.

BROADWAY-HALE STORES, INC., et al., Appellees.

JUDGMENT—Filed and entered March 28, 1958

Appeal from the United States District Court for the Northern District of California, Southern Division.

This cause came on to be heard on the transcript of the record from the United States District Court for the Northern District of California, Southern Division, and was duly submitted:

On Consideration Whereof, It is now here ordered and adjudged by this court that the judgment of the said District Court in this cause be, and hereby is affirmed.

[File endorsement omitted]

[fol. 183]

Clerk's Certificate to foregoing transcript (omitted in printing).

[fol. 184]

SUPREME COURT OF THE UNITED STATES

No. 76, October Term, 1958

KLOR's, INC., Petitioner,

v.

BROADWAY-HALE STORES, INC., ADMIRAL CORPORATION,
ADMIRAL DISTRIBUTORS, INC., et al.

ORDER ALLOWING CERTIORARI—October 13, 1958

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.