

United States Vs. Reading Co.

United States Vs. Reading Co.

SooperKanoon Citation : sooperkanoon.com/91589

Court : US Supreme Court

Decided On : Apr-07-1913

Appeal No. : 228 U.S. 158

Appellant : United States

Respondent : Reading Co.

Judgement :

United States v. Reading Co. - 228 U.S. 158 (1913)

U.S. Supreme Court United States v. Reading Co., 228 U.S. 158 (1913)

United States v. Reading Company

Nos. 198, 206, 217

Motions to modify decree submitted January 28, 1913

Decided April 7, 1913

228 U.S. 158

APPEALS FROM THE CIRCUIT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SYLLABUS

The mandate in this case modified as to certain of the independent companies having some of the sixty-five percent contracts referred to in the opinion, [226 U. S. 226](#) U.S. 324.

The facts are stated in the opinion.

Page 228 U. S. 159

Order announced by MR. JUSTICE LURTON:

This cause came on again to be heard upon five several petitions filed by the Pennsylvania Coal Company, the Elk Hill Coal & Iron Company, the New York, Susquehanna & Western Coal Company, Hillside Coal & Iron Company, and the Delaware, Lackawanna & Western Railroad Company, parties to the cause as alleged holders of sixty-five percent coal contracts, praying that the direction in the opinion heretofore filed, that the cause should be remanded, with direction to enter a decree cancelling each and every of the sixty-five percent contracts referred to in the pleadings, held by any of the parties to the cause, and for a modification of the mandate so as to exclude from cancellation the five several contracts described and referred to in the said five separate petitions.

And it appearing that the United States, by its Attorney General, has answered the several petitions, and that, in respect to that of the Pennsylvania Coal Company, assents to the petition, and consents that such modification be made as to dismiss the bill insofar as it is thereby sought to cancel the contract between the Pennsylvania Coal Company and the Elk Hill Coal & Iron Company of March 1, 1902, referred to in the petition of the Pennsylvania Coal Company, upon the concession that the agreement "is substantially different from the series of agreements known as the sixty-five percent contracts adjudged unlawful by this Court," it is accordingly so ordered.

Page 228 U. S. 160

As to the application of the four other petitioners named above for like relief, the United States denies and contests the right of each; contending that in substance and principle the facts in respect of each of the contracts in respect of which relief is sought, are not similar to the contract between the Pennsylvania Coal Company and the Elk Hill Coal & Iron Company, but fall within the general series of the sixty-five percent contracts condemned by the judgment of this Court.

Upon this issue, the transcript is confusing and the briefs inadequate. The Court therefore deems it wise, in the exercise of its judgment, to decline any determination of the question upon the present record. It is therefore ordered that the mandate of this Court be so modified as to exclude from the direction to cancel the sixty-five percent contracts referred to in the pleadings the said contracts mentioned in the four petitions, namely, that of the Elk Hill Coal & Iron Company, the New York, Susquehanna & Western Coal Co., Hillside Coal & Iron Company, and the Delaware, Lackawanna & Western Railroad Company, and that the cause, so far as concerns the contracts of the said petitioners, be remanded to the district court with direction to hear and determine the merits as presented by said petitioners, and make such decree as law and justice require.

MR. JUSTICE DAY, MR. JUSTICE HUGHES, and MR. JUSTICE PITNEY did not participate in the original case, nor in the making of this order.