

Teco generally accommodated such requests. No such financing, however, was committed by Teco unless and until RKO had previously requested acquisition and use of the particular program and had negotiated the terms of its acquisition. Each such program was generally acquired and paid for in the name of RKO, and Teco was in no way involved in determining the subscription fee to be charged by RKO or the time or times when such a program was to be broadcast by RKO. Thus, Teco's role in connection with these special programs was essentially limited (a) to reimbursing RKO for the cash acquisition costs that Teco had previously agreed to pay and (b) to receiving from RKO an agreed percentage of subscription fees ultimately collected from viewers thereof.

Zenith's role in obtaining programs was limited primarily to using the personal contacts of Zenith to facilitate RKO's negotiations with certain program suppliers with whom Zenith had long been in contact. Such assistance was furnished only on the request of RKO. Zenith also supplied limited financial assistance to Teco so that it could acquire additional programming of the type described above. Such program financial assistance as was extended by Zenith and Teco to RKO was for the primary purpose of extending the scope of the type of programming which could be offered to the public during the Hartford trial. Zenith does not contemplate that it will continue extending such financial assistance if subscription is operating in a number of markets on a continuing basis.

From the foregoing, it is clear that in the area of production and distribution of subscription television programs and in their release by broadcasting stations over local subscription television systems, there will be full, fair and free competition. The business relationships which will exist among program producers, subscription franchise holders and television stations will logically flow from the business circumstances under which it is anticipated subscription television will operate, pursuant to limitations imposed by existing law. We believe that the Hartford trial fairly represents the form and method of any subscription television system—Phonevision or otherwise.

In the final analysis, monopolistic conditions in any business generally result either from the intent of the interests engaged therein to establish such conditions or from the fact that the natural economic forces affecting the business tend inevitably towards monopoly. Zenith and Teco have no intent to acquire monopolistic control over the subscription television broadcast business in the United States. Nor