



## Department of Justice

FOR IMMEDIATE RELEASE  
TUESDAY, JUNE 30, 1970

The Department of Justice filed separate antitrust suits today against five textile companies, charging each with engaging in an illegal conspiracy with their wholesalers and retailers to eliminate competition in the retail sale of prime line sheets and pillowcases.

Attorney General John N. Mitchell said the five complaints were filed in the United States District Court for the Southern District of New York, simultaneously with proposed consent judgments, to become final in thirty days, which would end the cases.

Prime line sheet packages indicate the name of the manufacturer or its mill and bear a trade mark or trade name which is widely promoted and recognized.

Assistant Attorney General Richard W. McLaren, in charge of the Antitrust Division, said the complaints charged each of the five companies with conspiring with its wholesalers and retailers, but not with each other, to stabilize retail prices of prime line sheets and pillowcases in violation of the Sherman Act.

Names in the complaints were:

J.P. Stevens & Co., Inc., of New York, N. Y.

West Point-Pepperell, Inc., West Point, Georgia

M. Lowenstein & Sons, Inc., New York, N. Y.

Spring Mills, Inc., Fort Mill, South Carolina

Cannon Mills Company, Kannapolis, North Carolina

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Three of the companies were charged with stabilizing retail prices of their prime line sheets and pillowcases in the national market. They are Stevens, West Point-Pepperell and Lowenstein.

Spring Mills was charged with the same activity in the New York-Connecticut area and Cannon Mills in the New York metropolitan area.

Four of the five companies--the exception being Lowenstein--were also charged with conspiring with their wholesalers and retailers to restrict the sale of prime line sheets by discount retailers.

Specific charges against each company are as follows:

--Stevens is charged with stabilizing retail prices of its prime line sheets and pillowcases in the national market, and with conspiring with its wholesalers and retailers to restrict the sale of prime line sheets by discount retailers. Stevens sells about \$35 million annually, representing more than eight percent of the national market, with prime line sales accounting for \$20 million of the total. [The proposed consent judgment enjoins Stevens from making agreements to fix, maintain or stabilize prices, markups or other terms or conditions relating to price for the sale of Stevens sheets to any third person, to hinder or prevent resale of such sheets by any person, or to restrict or limit Stevens from selling sheets to any person or specified class of persons. It also enjoins Stevens for four years from fair trading, or suggesting, directly or indirectly, retail price for the sale of Stevens sheets to any third person.]

(3) --West Point-Pepperell is charged with stabilizing retail prices of its prime line sheets and pillowcases in the national market, and with conspiring with its wholesalers and retailers to restrict the sale of prime line sheets by discount retailers. West Point-Pepperell sells about \$40 million annually, representing more than 10 percent of the national market, with prime line sale accounting for \$31 million of the total. The proposed consent judgment enjoins West Point-Pepperell from making agreements to fix, maintain, or stabilize prices, markups or other terms or conditions

relating to price for the sale of West Point-Pepperell sheets to any third person, to hinder or prevent resale of such sheets by any person, or to restrict or limit West Point-Pepperell from selling sheets to any person or specified class of persons. It also enjoins West Point-Pepperell for four years from fair trading, or suggesting, directly or indirectly, retail prices for the sale of West Point-Pepperell sheets to any third person.

① --Lowenstein is charged with stabilizing retail prices of its prime line sheets and pillowcases in the national market. Lowenstein sells about \$39 million annually, representing more than nine percent of the national market, with prime line sales accounting for \$11 million of the total. The proposed consent judgment enjoins Lowenstein from making agreements to fix, maintain or stabilize prices, markups or other terms or conditions relating to price for the sale of Lowenstein sheets to any third person. It also enjoins Lowenstein for four years from fair trading, or suggesting, directly or indirectly, retail prices for the sale of Lowenstein sheets to any third person.

② --Spring Mills is charged with stabilizing retail prices of its prime line sheets and pillowcases in the New York-Connecticut area, and with conspiring with its wholesalers and retailers to restrict the sale of prime line sheets by discount retailers. Spring Mills sells about \$62 million annually, representing more than 15 percent of the national market, with prime line sales accounting for about \$33 million of the total. The proposed consent judgment enjoins Spring Mills from making agreements to fix, maintain or stabilize prices, markups or other terms or conditions relating to price for the sale of Spring Mills Sheets to any third person, to hinder or prevent resale of such sheets by any person, or to restrict or limit Spring Mills from selling sheets to any person or specified class of persons. It also enjoins Spring Mills for four years from fair trading, or suggesting, directly or indirectly, retail prices for the sale of Spring Mills sheets to any third person.

③ --Cannon Mills is charged with stabilizing retail prices of its prime line sheets and pillowcases in the New York metropolitan area and with conspiring with its wholesalers and retailers to restrict the sale of prime line sheets by discount retailers. Cannon Mills sells about \$83 million annually, representing more than 20 percent of the national market, with prime line sales accounting for \$50 million of the total. The proposed consent judgment enjoins Cannon Mills from making agreements to fix, maintain or stabilize prices, markups, or other terms or conditions relating to price for the sale of Cannon Mills sheets to any third person, to hinder or prevent resale of such sheets by any person, or to restrict or limit Cannon Mills from selling sheets to any person or specified class of persons. It also enjoins Cannon Mills for four years from fair trading, or suggesting, directly or indirectly, retail prices for the sale of Cannon Mills sheets to any third person.