

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

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UNITED STATES OF AMERICA, :

Plaintiff, :

v. : Civil Action No. 3123

BRANCH RIVER WOOL COMBING COMPANY, : NOTICE OF ENTRY

INC.; THE FRENCH WORSTED COMPANY, : AND

Defendants. : ORDER

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PLEASE TAKE NOTICE that the within is a true copy of
an order duly entered and filed herein on January 22, 1971,
in the office of the Clerk of the United States District
Court for the District of Rhode Island.

Dated: New York, New York
January 25, 1971

Proskauer Rose Goetz & Mendelsohn

By

/s/ Jacob Imberman
Jacob Imberman
A Member of the Firm
300 Park Avenue
New York, N. Y. 10022
212-MU 8-7300

/s/ Owen P. Reid
Owen P. Reid, Esq.
Hospital Trust Building
15 Westminster Street
Providence, Rhode Island 02903
Attorneys for Defendant
Framatex Corporation
(formerly Branch River Wool)
Combining Company, Inc.)

TO: Raymond W. Philipps, Esq.
United States Department of Justice
Washington, D.C. 20530

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UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

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UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No. 3123

v.

ORDER

BRANCH RIVER WOOL COMBING COMPANY,
INC.; THE FRENCH WORSTED COMPANY,

Defendants.

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This cause came on for hearing on the application by Framatex Corporation (formerly Branch River Wool Combing Company, Inc.), pursuant to Section V(C) of the final judgment herein dated April 13, 1964, for leave to acquire the machinery listed on Exhibit A annexed hereto from Marriner & Co., Inc., and the Court, after carefully considering all of the evidence presented in support of and in opposition to said application, and after hearing the testimony of witnesses and the arguments of counsel for all parties herein at hearings held on December 28 and 29, 1970, and after issuing its opinion of January 11, 1971, being satisfied that said acquisition will not substantially lessen competition or tend to create a monopoly in the production or sale of wool top, it is hereby

ORDERED:

1. The application of Framatex Corporation is granted.
2. Framatex Corporation may acquire from Marriner & Co., Inc. the machinery listed on Exhibit A annexed hereto.

3. During each combing year (July 1st to June 30th), Framatex Corporation shall make wool combing space available at its Branch River plant for each of its customers in an amount equal to that which the customer combed at Branch River in the prior combing year, provided that the customer gives Framatex Corporation its commitment to comb wool during the month of June immediately preceding the commencement of the combing year and agrees to space its combing requirements in substantially equal quarterly amounts.

4. In any combing year, Framatex Corporation shall comb wool at its Branch River plant for new customers on a space-available basis.

5. Attached hereto and marked Exhibit B is the combing tariff with discount schedules as applicable currently in effect at Framatex Corporation's Branch River plant. Framatex Corporation shall charge all customers the amounts shown on this tariff (and succeeding ones as they are promulgated) for wool combed at the Branch River plant, and shall not discriminate between customers with respect to the tariffs charged.

6. If any combing machinery in Framatex Corporation's Branch River plant becomes surplus to Framatex Corporation as a result of its acquisition of combing machinery from Marriner & Co., Inc., Framatex Corporation shall offer said surplus machinery for sale to others in the wool combing industry in the United States. If the machinery so offered is not sold within a reasonable time, Framatex Corporation shall be free to make such other disposition thereof as it deems appropriate.

7. Nothing contained in this Order shall require Framatex Corporation to keep its Branch River plant in operation, and it is free to close the plant if, in its discretion, it decides to do so.

8. The terms of this Order shall apply to Framatex Corporation's Branch River plant only, and are not intended to affect Framatex Corporation's operations at its Santee River plant.

9. The obligations imposed upon Framatex Corporation by this Order shall terminate on April 12, 1974.

/s/ Edward W. Day
United States District Judge

Dated: January 22, 1971

EXHIBIT A

<u>No. Units</u>	<u>Description</u>
2	DeLaval grease separators
1	Duesberg Bosson cards
1	Set covers for cards
8	1/2 H.P. motors for cards
6	Sant' Andrea gill boxes
9	Warner & Swasey 3680 Pin drafters
6	Warner & Swasey 3730 " "
5	Warner & Swasey 3700 " "
92	Sant' Andrea combs and creels
1	DCCA unit and dryer

SPARE PARTS

For Sant' Andrea combs and creels
For grease separator, Duesberg cards,
W&S pin drafters, Sant' Andrea gills

BRANCH RIVER WOOL COMBING CO., INC.

P.O. Box 950
Woonsocket, R.I. 02895

Cables: Branchcomb

Commission Combers

Area Code 401
Phone 769-1600

TARIFF #48

COMMISSION COMBING CHARGES

Effective August 1, 1970

at BRANCH RIVER WOOL COMBING COMPANY, INC. WOONSOCKET, R.I.

<u>GRADE</u>	<u>MICRON</u>	<u>PRICE PER LB.</u>	
		<u>CAPE & AUST.</u>	<u>ANY ORIGIN</u>
80s	18.10 - 19.59	34¢	35¢
70s	19.60 - 21.09	32 1/2¢	33 1/2¢
64s	21.10 - 22.59	31 1/2¢	32 1/2¢
62s	22.60 - 24.09	30¢	31¢
60s	24.10 - 25.59	28 1/2¢	29 1/2¢
58s	25.60 - 27.09	26 3/4¢	
56s	27.10 - 28.59	25 1/4¢	
54s	28.60 & lower	24 1/4¢	
	Top blending	6¢	

Exhibit B

VOLUME REBATE

Every customer of Branch River is entitled to an annual rebate based on the customer's total volume production of top combed at Branch River. The rebates vary as follows:

over 3,000,000 lbs.	4%
2,500,000 to 3,000,000	" 3 1/2%
2,000,000 to 2,500,000	" 3%
1,500,000 to 2,000,000	" 2 1/2%
1,000,000 to 1,500,000	" 2%
500,000 to 1,000,000	" 1%

The amount of rebate is figured on total combing produced during the year.

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FIDELITY REBATE

To the volume rebate, an additional 2% fidelity rebate may be achieved by fulfilling an annual quota divided into four quarterly portions which have to be respected within plus or minus 20%.

If a Customer wishes to avail himself of the possibility of entering into such an agreement, Branch River will commit itself to produce these quarterly quotas.

In such a case, Branch River will reserve four quarterly portions varying in quantities according to holidays and vacation affecting each quarter.

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ADDENDUM TO TARIFF NUMBER 48

Customers requiring more than three million pounds of wool combed per annum and who will enter into a five year written contract to that effect, will be charged the following net prices for the period ending August 1, 1971 not subject to any volume or fidelity rebates:

<u>Type of Wool</u>	<u>Prices per point</u>
Quarterbloods:	
54s	21¢
56s	22¢
58s	23¢
Fine wools:	
60s (Australian and Cape*)	23¢
60s (Any Origin)	24 1/2¢
62s (Australian and Cape*)	23 3/4¢
62s (Any Origin)	25 3/4¢
64s (Australian and Cape*)	24 1/2¢
64s (Any Origin)	26 1/2¢
70s (Australian and Cape*)	26¢
70s (Any Origin)	28¢
80s (Australian and Cape*)	28¢
80s (Any Origin)	30¢

*Including Montevideo and Australian type Buenos Aires wool.

The foregoing prices are applicable only if 7 million pounds of wooltop equivalent or more are combed by Branch River for the customer in any one year. If the annual volume of combing is between 3 and 7 million pounds of wooltop equivalent, then the above prices shall be increased by the percentage resulting from the following formula:

A fraction, the numerator of which shall be the difference between 7 million pounds and the number of pounds of wooltop equivalent being combed during the year and the denominator of which shall be 4,000,000, shall be multiplied by 20% for fine wools and 15% for quarterbloods. (For example, if the annual volume of combing is 5,000,000 pounds of wooltop equivalent, then the price for 70s (Any Origin) would be

$$28¢ \left(\frac{7,000,000 - 5,000,000}{4,000,000} \right) \times 20\% + 28¢ = 30.8¢/lb.$$

The foregoing prices in this addendum will be subject to reasonable adjustments as of August 1 of each year of the contract commencing August 1, 1971.