

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2908
)	
DOVER CORPORATION, OLIVER IRON & STEEL CORPORATION and OLIVER TYRONE CORPORATION,)	Filed: FEB 12 1957
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on the 11th day of June, 1956, and the defendants, by their attorneys, having appeared and filed their answers to such complaint and this Court having entered its Order herein dated 2/12/57 joining Oliver Tyrone Corporation as a party defendant herein and amending the caption of this cause, and plaintiff and said defendants having severally consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment's constituting any evidence of any wrongful act by the defendants or any of them or any admission in respect to any issue of fact or law;

NOW, THEREFORE, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states claims upon which relief can be granted under Section 1 of the Act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended, and under Section 3 of the Act of Congress of October 15, 1914, entitled "An act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," commonly known as the Clayton Act, as amended.

II

As used in this Final Judgment:

(A) "Dover" shall mean defendant Dover Corporation, a Delaware Corporation;

(B) "Oliver" shall mean defendant Oliver Iron & Steel Corporation, a Pennsylvania Corporation, and defendant Oliver Tyrone Corporation, a Pennsylvania Corporation, and each of them;

(C) "Hydraulic elevators" shall mean any hoisting or lowering mechanism equipped with a car or platform which moves in guides in a substantially vertical direction and which serves two or more fixed levels, and in which the energy is applied by means of a liquid under pressure. In addition, for the purposes of this Judgment, the term hydraulic elevator shall also include service station and garage type lifts for automobiles or buses;

(D) "Pumps" shall mean hydraulic pumps, including component parts and accessories thereof, used or capable of use with hydraulic elevators;

(E) "Patents" shall mean any, some or all claims in the following United States Letters Patent which relate to pumps:

(1) Letters patent owned or controlled by defendant Oliver on the date of entry of this Final Judgment;

(2) Letters patent which may be granted on applications for Letters Patent which applications are on file in the United States Patent Office and owned or controlled by defendant Oliver on the date of entry of this Final Judgment;

(3) Divisions, continuations, reissues or extensions of the Letters Patent described above in clauses (1) and (2);

(F) "Person" shall mean any individual, partnership, firm, corporation or any other business or legal entity.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its officers, agents servants, employees, subsidiaries, successors and assigns, and to those persons in active concert or participation with it who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

The defendants and each of them are ordered and directed to terminate and cancel, within thirty (30) days from the date of entry of this Final Judgment, the Agreement, dated October 14, 1954, between Dover and Oliver, including all agreements amendatory or supplemental thereto, and the defendants and each of them are enjoined and restrained from entering into, adhering to, enforcing or claiming any rights under any contract, agreement, understanding, plan or program contrary to or inconsistent with the terms of this Final Judgment.

V

The defendants and each of them are enjoined and restrained from, directly or indirectly, entering into, adhering to, enforcing or claiming any rights under any contract, agreement, understanding, plan or program with each other:

- (A) Not to sell pumps to any third person;
- (B) Not to buy pumps from any third person.

VI

(A) So long as it engages in the business of manufacturing pumps defendant Oliver is ordered and directed unconditionally to offer to sell ~~add to~~ sell such pumps, upon reasonable and non-discriminatory terms and conditions to any person, other than Dover, making written request therefor. Failure by Oliver to deliver such pumps to such person within ninety (90) days of its receipt of such request, or such later date as may be specified in the request, shall constitute prima facie evidence of violation of this Final Judgment.

(B) Defendant Oliver is enjoined and restrained from:

(1) Selling, transferring or assigning to Dover any of its business, assets (including patents or patent rights) or goodwill, relating to pumps, except upon such terms and conditions, other than dollar price, as may be approved by the plaintiff herein;

(2) Selling or offering to sell pumps upon the condition or understanding that the purchaser thereof buy all or any portion of his pumps from Oliver;

(3) Selling or offering to sell pumps upon the condition or understanding that the purchaser thereof not buy pumps from any other source;

(4) Selling or offering to sell pumps to Dover embodying improvements, changes, alterations, modifications or additions unless such pumps are offered for sale to its other customers upon an equal and non-discriminatory basis.

VII

Defendant Dover is enjoined and restrained from:

(A) Hindering, limiting or restricting any person from purchasing pumps from defendant Oliver; and

(B) Hindering, limiting or restricting Oliver from selling pumps to any person, provided, however, that in the event Oliver should hereafter cease selling pumps to Dover, nothing herein contained shall prevent Dover from lawfully enforcing any patent and/or other property rights it may then have in and to pumps.

VIII

Defendant Oliver is ordered and directed, within sixty (60) days from the date of entry of this Final Judgment to send a letter setting forth the substantive terms of this Final Judgment to each of its pump customers and to each person who has made written inquiry of Oliver concerning the purchase of pumps.

IX

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted (1) access during the office hours of such defendant to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant relating to any of the subject matters contained in this Final Judgment, and (2) subject to the reasonable convenience of such defendant and without restraint or interference from it to interview officers or employees of

each defendant who may have counsel present, regarding any such matters. Upon such written request, each of the defendants shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment. No information obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

X

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment or for the modification of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

Marion S. Bard
United States District Judge

Dated: February 12, 1957.

We hereby consent to the making and entry of the foregoing Final Judgment:

For the Plaintiff:

/s/ Victor R. Hansen
Assistant Attorney General

/s/ Harry N. Burgess
Harry N. Burgess

/s/ W. D. Kilgore, Jr.
William D. Kilgore, Jr.

/s/ Charles L. Beckler
Charles L. Beckler

/s/ Baddia J. Rashid
Baddia J. Rashid

/s/ William P. Cassedy
William P. Cassedy

/s/ Charles F. B. McAleer
Charles F. B. McAleer

/s/ Charles H. McEnerney, Jr.
Charles H. McEnerney, Jr.

For the Defendant Dover Corporation:

Clifton & Mack, Attorneys

/s/ Clarence Clifton
By: Clarence Clifton

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For the Defendants, Oliver Iron &
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