

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	
-vs-	:	CIVIL ACTION NO. 24530
	:	
THE NATIONAL ACME COMPANY,	:	
	:	
Defendant.	:	

FINAL JUDGMENT

Plaintiff, UNITED STATES OF AMERICA, having filed its complaint herein on January 2, 1947; the defendant having appeared and filed its answer to such complaint denying any violation of law; and the parties by their respective attorneys herein having severally consented to the entry of this final judgment without trial or adjudication of any issue of facts or law herein, and without admission by the party defendant in respect of any such issue:

NOW, THEREFORE, without any testimony or evidence having been taken herein, without trial or adjudication of facts or law herein, and upon consent of all parties hereto, it is hereby

ORDERED AND DECREED

I

That this Court has jurisdiction of the subject matter and of the parties hereto; that the complaint states a cause of action against the defendant 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, and acts amendatory thereof and supplemental thereto.

II

As used in this judgment the terms:

A. "Multiple-spindle automatics" means multiple-spindle automatic screw machines, multiple-spindle automatic bar machines and multiple-spindle automatic chucking machines, or any type, variety, or design thereof.

B. "Namco" means the defendant herein, The National Acme Company, a corporation organized and existing under the laws of the State of Ohio and having its principal place of business at Cleveland, Ohio.

C. "B. S. A. Tools" means the co-conspirator herein BSA Tools Limited, a corporation organized and existing under the laws of the United Kingdom, and a subsidiary of The Birmingham Small Arms Company Limited, with its principal place of business at Earston Green, Birmingham, England.

D. "Pittler" means the co-conspirator herein Pittler Werkzeugmaschinenfabrik Aktiengesellschaft, a corporation organized and existing under the laws of Germany and having its principal place of business at Leipzig-Wahren, Germany.

III

Reference herein to Namco, B. S. A. Tools, and Pittler in each case includes its parents, subsidiaries, successors, assigns and affiliates, and its directors, officers, agents and employees, and those of its parents, subsidiaries, successors, assigns and affiliates, and all persons acting or claiming to act under, through or for them, or any of them.

IV

Each of the contracts, agreements, arrangements, or understandings hereafter described is hereby declared illegal and cancelled, and Namco is hereby enjoined and restrained from the further performance or enforcement of any of said contracts, agreements, arrangements, or understandings, or from entering into, adopting, adhering to or furthering any agreement or course of conduct for the purpose of or with the effect of maintaining, reviving or reinstating, or from entering into, adopting, adhering to, or furthering any contract, agreement, arrangement or understanding similar to those so enjoined:

A. The contract between Namco and Pittler entered into on or about September 30, 1930, and described in paragraph 14 of the complaint.

B. The written agreement between Namco and Pittler executed in or about September 1932 and described in paragraph 16 of the complaint.

C. The written agreements between Namco, Pittler and B. S. A. Tools executed in or about August 1932 and described in paragraphs 17 and 18 of the complaint.

D. The written agreement between Namco and B. S. A. Tools entered into on or about September 1, 1932, and described in paragraph 19 of the complaint.

E. The amendment to the agreement described in D entered into on or about May 1, 1946, and described in paragraph 20 of the complaint.

F. The written agreement between Namco and Pittler entered into on or about April 24, 1940, and described in paragraph 22 of the complaint.

G. All existing amendments, renewals and extensions of the foregoing contracts, agreements, arrangements, and understandings set forth in A to F above.

V

Defendant Namco is hereby enjoined and restrained from:

A. Entering into, abiding by, carrying out, adhering to, maintaining, furthering or enforcing, directly or indirectly, any com-

bination, conspiracy, contract, agreement, understanding, plan or program with respect to multiple-spindle automatics with any manufacturer thereof:

(1) To allocate or divide territories or markets for manufacture, sale, or distribution.

(2) To refrain from, restrict or limit production or distribution.

(3) To limit, restrict or prevent importation into or exportation from the United States, its territories or possessions.

(4) To exclude any manufacturer or distributor thereof from any market.

(5) To refrain from competing in manufacture, or sale, in any territory or market.

(6) To require any manufacturer to refrain from or restrict the manufacture or distribution of multiple-spindle automatics of a type, variety, or design different than or competitive with those manufactured by Namco.

(7) To fix, maintain or adhere to prices, terms or conditions for the sale of multiple-spindle automatics.

B. Entering into any arrangements for the distribution of multiple-spindle automatics with:

(1) B. S. A. Tools, Pittler, or any other foreign manufacturer of multiple-spindle automatics; or

(2) Anyone retained or employed as an agent or sales representative by any such manufacturer referred to in (1).

Provided that for a period of five years from December 31, 1947, Namco may appoint B. S. A. Tools as its distributor for the sale and servicing in England, Scotland, Wales, and Ireland, of multiple-spindle automatic machines of Namco's manufacture and may pay B. S. A. Tools a commission as compensation for its services; provided further, that any such arrangement, and its operation, shall in no wise restrict the complete freedom of Namco to sell or service, directly or through others, in said territories.

C. Selling multiple-spindle automatics to B. S. A. Tools or Pittler or any other foreign manufacturer of multiple-spindle automatics, or their agents or sales representatives, unless it shall at all times offer to sell without discrimination as to prices, terms, and conditions to any other person selling, dealing in, or otherwise distributing, multiple-spindle automatics in the same export area.

D. Referring orders or inquiries for multiple-spindle automatics to B. S. A. Tools or Pittler or other foreign manufacturers of multiple-spindle automatics, or their agents or sales representatives.

E. Entering into any contract or agreements with B. S. A. Tools or Pittler or other foreign manufacturers of multiple-spindle automatics without filing within 30 days after the execution

thereof copies with the Attorney General or the Assistant Attorney General in charge of the Antitrust Division. The failure of the Attorney General of the United States or the Assistant Attorney General in charge of the Antitrust Division to take any action pursuant to this subparagraph shall not be construed as an approval of the matters and things so filed, and shall not operate as a bar to any action or proceeding, civil or criminal, that may later be brought, or pending, pursuant to any law of the United States, based on things and matters so filed.

The provisions of Subsections B and D of this Section shall not take effect until one year from December 31, 1947, to enable the defendant to revise its distribution arrangements in conformity with the provisions of this judgment.

VI

For the purpose of securing compliance with this judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant Attorney General, on reasonable notice to defendant Namco, be permitted, subject to any legally recognized privileges, (a) access during the office hours of such defendant of 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 matters contained in this judgment; and (b) subject to the reasonable convenience of such defendant, without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, regarding any such matters; provided, however, that no information obtained by the means permitted in this paragraph shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this judgment, or as otherwise required by law.

VII

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

Dated December 15, 1947.

Freed

United States District Judge