

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 -vs.-)
)
 AMERICAN STEEL FOUNDRIES,) Civil No. 32140
 THE BUCKEYE STEEL CASTINGS COMPANY,)
 THE SYMINGTON-GOULD CORPORATION,) Filed: September 30, 1955
 SCULLIN STEEL CO., and)
 FOUNDRIES EXPORT COMPANY, INC.,)
)
 Defendants.)

FINAL JUDGMENT

The plaintiff, UNITED STATES OF AMERICA, having filed its complaint herein on September 30, 1955; and the defendants having appeared and filed their several answers to said complaint denying the substantive allegations thereof; and the plaintiff and the defendants, by their respective attorneys, having severally consented to the entry of this Final Judgment without trial or adjudication of any issues of fact or law and without admission by any party in respect of any issue; and the Court having considered the matter and being fully advised;

NOW, THEREFORE, upon such consents and without admission or adjudication as to any issue of fact or law, it is

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of all the parties hereto. The complaint states a claim for relief against the defendants, and each of them, under Sections 1 and 2 of the Act of Congress of July 2, 1890,

entitled "An act to protect trade and commerce against unlawful restraints and monopolies", as amended, commonly known as the Sherman Act.

II

As used in this Final Judgment:

- (A) "Side frame" means the cast steel outside portion of a four-wheel railway freight car truck. It extends parallel to the track from one wheel axle to the other and transmits the load, either directly or through separate journal boxes, to journal bearings on the ends of the two axles;
- (B) "Bolster" means the cast steel load carrying cross member in the center of a four-wheel railway freight car truck which transmits the load of the car to the side frames on either side of the truck;
- (C) "Patents" means patents relating to, but only insofar as they relate to, side frames and bolsters, including reissues, divisions, continuations and extensions thereof; the term "U.S. patents" means patents (as hereinbefore defined) issued under the patent laws of the United States; and the term "foreign patents" means patents (as hereinbefore defined) issued under the patent laws of any country constituting a part of foreign territory (as hereinafter defined);
- (D) "Person" means any individual, partnership, firm, association, corporation or other legal entity;
- (E) "ASF" means the defendant American Steel Foundries; "Buckeye" means the defendant The Buckeye Steel Castings Company; "Symington" means the defendant the Symington-Gould Corporation; and the term "defendant manufacturers" means ASF, Buckeye, Symington, and the defendant Scullin Steel Co.;
- (F) "United States" means the United States of America, its territories and possessions;
- (G) "Foreign market or territory" means a market or territory outside the United States (as hereinbefore defined);
- (H) "Manufacturer" means any person engaged in the domestic or foreign manufacture of side frames of bolsters;
- (I) "A.A.R." means the Association of American Railroads, an unincorporated association of various railroads, including any similar or successor association or organization;

- (J) "License" includes a "sublicense" and "licensee" includes a "sublicensee"; and
- (K) "Attorney General" means the Attorney General of the United States or the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice of the United States.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant and to each of its subsidiaries, officers, directors, employees, agents, successors and assigns, and to all other persons acting under, through or for such defendant, who receive actual notice of this Final Judgment by personal service or otherwise.

IV

The defendants are jointly and severally enjoined and restrained from entering into, maintaining, adhering to or furthering, directly or indirectly, any contract, combination, conspiracy, agreement, understanding, plan or program with any manufacturer having as its purpose or effect:

- (A) Fixing, determining, establishing, maintaining or stabilizing prices, discounts, differentials or charges, including freight rate factors, or any other terms or conditions of sale to be quoted or charged in the sale of side frames or bolsters to any third person;
- (B) Establishing or maintaining any basing point or delivered price system, program or practice in the sale of side frames or bolsters;
- (C) Dividing, allocating or assigning customers or territories for the sale of side frames or bolsters;
- (D) Circulating, exchanging, providing or using any list of freight charges, rates, factors or differentials in the sale of side frames or bolsters;
- (E) Limiting the sale of side frames and bolsters to truck sets of two side frames and one bolster or any other combination of said products;

- (F) Allocating, distributing or fixing quotas or percentages of business for the manufacture or sale of side frames or bolsters;
- (G) Limiting, restricting, regulating or excluding any person in the manufacture or sale of side frames or bolsters;
- (H) Limiting, restricting, regulating or preventing the importation into or exportation from the United States of side frames or bolsters;
- (I) Refraining from competition or leaving any person free from competition in any territory, field or market in the manufacture, sale or other distribution of side frames or bolsters;
- (J) Disclosing or furnishing to each other or any central agency of or for manufacturers information relating to sales or shipments of side frames or bolsters by any defendant; provided, however, that the provisions neither of this paragraph nor of paragraph (C) of Section V. shall be deemed to apply to or prohibit the disclosure or furnishing of such information as reasonably may be required to permit the uniform manufacture of products which will fit or be interchangeable with each other (regardless of by whom manufactured), or the scheduling or re-scheduling of deliveries in order to meet the delivery requirements of a customer.

V

Each defendant is enjoined and restrained from:

- (A) Communicating in any manner to any other defendant or to any other manufacturer or to any central agency of or for manufacturers, its prices, discounts, differentials, charges, including freight rate factors, or other terms or conditions of sale for side frames or bolsters, in advance of the same being made generally available to the customers of such defendant manufacturer;
- (B) Limiting the sale of side frames and bolsters to truck sets of two side frames and one bolster or any other combination of said products;
- (C) Disclosing or furnishing to each other or any central agency of or for manufacturers information relating to sales or shipments of side frames or bolsters by any defendant.

VI

Each defendant manufacturer is ordered and directed to grant, to the extent that it has the power so to do, to any

applicant making written request therefor, in connection with the manufacture by such applicant of side frames or bolsters in the United States, a non-exclusive license to make, use and vend side frames or bolsters, for the full unexpired terms thereof, under any, some or all U.S. patents owned or controlled by such defendant manufacturer at the date of the entry of this Final Judgment, including but not limited to those listed in Appendix A attached to this Final Judgment. Licenses granted pursuant to this Section VI shall not contain any restriction or condition whatsoever, and shall be royalty-free, except that each such license may contain any, some or all of the provisions mentioned under subparagraphs (2) and (5) of paragraph (A) of Section VIII, and shall in any event provide that the licensee may cancel the license at any time after one year from the initial date thereof by giving not less than thirty days' written notice to the licensor. Patents subject to licensing under this Section VI shall be subject to the provisions of paragraph (F) of Section VIII.

VII

Each of the defendant manufacturers which grants a license or licenses under the provisions of Section VI of this Final Judgment is ordered and directed, upon written request of any of its licensees, to furnish to such licensee manufacturing drawings of side frames or bolsters, and of gauges therefor, which have been approved for use in interchange by the A.A.R. where such drawings are in the possession or under the control of such defendant manufacturer and are reasonably necessary to enable such licensee to practice the invention or inventions covered by the licensed patent or patents, the furnishing of such drawings to be subject to payment to such defendant manufacturer of its actual costs (exclusive of administrative or

general overhead expense) in furnishing the same. Any defendant manufacturer may require as a condition of the furnishing of such drawings that the licensee:

(a) Maintain such drawings in confidence and use them only in connection with its own manufacturing operations; and

(b) Agree upon termination (other than by expiration) or cancellation of the license to return to such defendant manufacturer such drawings and any reproductions thereof.

VIII

(A) Any of the following defendant manufacturers, namely, ASF, Buckeye, and Symington, which grants a license or licenses pursuant to Section VI is ordered and directed, to the extent it has the power to do so, upon the written request of any of such licensees, to grant to such licensee a non-exclusive license, under any, some or all of the foreign patents owned or controlled by such defendant manufacturer corresponding to the patents subject to licensing under Section VI, to sell, in the area in foreign territory covered by the licensed foreign patents, the side frames or bolsters licensed to such licensee pursuant to Section VI. Licenses granted pursuant to this Section VIII shall not contain any restriction or condition whatsoever except that each such license may contain any, some or all of the following:

(1) Provisions for the payment to the licensor of a reasonable non-discriminatory royalty;

(2) Provisions, as to any patents under which a defendant manufacturer is subject to certain obligations, imposing upon the licensee the same obligations insofar as such imposition is required of the defendant manufacturer;

(3) Reasonable provisions for the determination of any royalty due by periodic inspection of the books and records of the licensee by an independent auditor, or by any other person acceptable to the licensee and the licensor, who shall report to the licensor only the amount of royalty due and payable and no other information;

(4) Reasonable provisions for the cancellation or the license upon failure of the licensee to pay the royalty or to permit the inspection of its books or records as hereinbefore provided, or in the event licensee shall be adjudged a bankrupt;

(5) Provisions making the license indivisible and non-transferable by operation of law or otherwise;

(6) Provisions to the effect that in the event of any action or threatened action by any governmental agency in any country in foreign territory seeking restriction or revocation of any of the foreign patent rights of such defendant manufacturer by reason of importation by its licensees into such country, or by reason of anything done or omitted to be done by such licensees, the licenses granted by such defendant manufacturer in such country under this paragraph (A) shall be subject to modification or termination to the extent required in order to avoid such restriction or revocation;

(7) Such other terms and provisions as this Court shall approve if application for such approval is made after reasonable notice to the Attorney General.

(B) Each license issued pursuant to this Section VIII shall provide that:

(1) The licensee may cancel the license at any time after one year from the initial date thereof by giving thirty (30) days' written notice to the licensor; and

(2) The licensor shall notify each licensee of the issuance and terms of each license granted pursuant to this Section VIII, and each licensee shall have the right, upon written request, to exchange its license for any other such license granted by the licensor involving the same patent or patents, in the event such other license be upon more favorable terms than the license theretofore granted to such licensee.

(C) Upon receipt by any defendant manufacturer named in paragraph (A) of this Section VIII of a written request for a license of any foreign patent or patents under this Section VIII, such defendant manufacturer shall advise the applicant, in writing, of the royalty which such defendant manufacturer deems reasonable for such patent or patents to which the request pertains. If the applicant and such defendant manufacturer are

unable to agree upon a reasonable royalty within sixty (60) days after the date upon which such request was received by such defendant manufacturer, the applicant may forthwith apply to this Court for the determination of a reasonable royalty; and such defendant manufacturer shall, upon receipt of written notice of the filing of such application, promptly give written notice thereof to the Attorney General. In any such proceeding the burden of proof shall be upon the defendant to whom the application is made to establish a reasonable royalty. Pending the completion of the proceeding on said application, the applicant shall have the right requested under Section VIII to vend side frames or bolsters under the foreign patent or patents (required to be licensed hereunder) to which its application pertains without payment of royalty but subject to paragraphs (D) and (E) of this Section VIII.

(D) Where any applicant has the right to vend under the foreign patent or patents of any defendant manufacturer pursuant to paragraph (C) of this Section VIII, such applicant or such defendant manufacturer may apply to this Court to fix an interim royalty rate pending final determination of what constitutes a reasonable royalty. If this Court shall fix such interim royalty rate, such defendant manufacturer shall then issue, and the applicant shall accept, a license providing for the periodic payment of royalty at such interim rate for any sale under such patent or patents from the date of the filing of such application for the determination of a reasonable royalty. If the applicant shall fail to accept such license, or shall fail to pay the interim royalty in accordance therewith, such action shall be ground for the dismissal of his application, and his rights under this Section VIII shall terminate as

to each patent which was the subject of such application.

(E) Irrespective of whether an interim license has been issued pursuant to paragraph (D) of this Section VIII, reasonable royalty rates, once finally determined by this Court, shall apply to the applicant and to all subsequent royalty-paying licensees under the same foreign patent or patents with respect to any sale from the date the applicant files its application with this Court.

(F) Each defendant manufacturer is enjoined and restrained from making any disposition of any of its U.S. patents subject to licensing under Section VI, and each defendant manufacturer named in paragraph (A) of this Section VIII is enjoined and restrained from making any disposition of any of its foreign patents corresponding to its U.S. patents subject to licensing under Section VI, which in either case shall deprive it of the power or authority to grant the licenses thereunder as hereinbefore provided for in Section VI and in paragraph (A) of this Section VIII, unless such defendant manufacturer requires as a condition of such disposition that the purchaser, transferee, assignee or licensee shall observe the requirements of Section VI, or of paragraph (A) of this Section VIII, as the case may be, and of this paragraph (F), with respect to the patents so acquired, and such purchaser, transferee, assignee or licensee shall file with this Court, prior to consummation of said transaction, an undertaking to be bound by the provisions of Section VI, or of paragraph (A) of this Section VIII, as the case may be, and of this paragraph (F), with respect to the patents so acquired.

(G) The defendant manufacturers named in paragraph (A) of this Section VIII are jointly and severally enjoined and restrained from entering into, maintaining, adhering to or furthering,

directly or indirectly, any contract, combination, conspiracy, understanding, plan or program with each other or with any other manufacturer:

(1) to appoint, designate, employ or use any central agency (including the defendant Foundries Export Company, Inc.) for the licensing of foreign patents, or the furnishing of technical or engineering information or services, to any other manufacturer for the manufacture or sale or distribution of side frames or bolsters in any foreign market or territory; or

(2) to give to any defendant the right to regulate or control the licensing, assignment, sale, transfer or disposition by any other defendant of any of the foreign patents of such other defendant; or

(3) to grant to any third manufacturer an exclusive license under any foreign patents; or

(4) to determine what person may be designated, appointed or used as agent, representative or distributor of any one or more of them for the sale or distribution of side frames or bolsters in any foreign market or territory.

IX

The defendant manufacturers named in paragraph (A) of Section VIII are jointly and severally enjoined and restrained for and during a period of five years from and after the date of entry of this Final Judgment from:

(A) referring any orders to any foreign manufacturer for side frames or bolsters;

(B) appointing, designating or employing, or continuing the appointment, designation or employment of, any foreign manufacturer as agent, representative or distributor for the sale or distribution of side frames or bolsters in any market or territory;

(C) acting for or representing any foreign manufacturer as agent, representative or distributor for the sale or distribution of side frames or bolsters;

(D) offering or paying to, or receiving or accepting from, any foreign manufacturer any rebate, commission or payment (other than payments under patent licenses or for technical or engineering services furnished or to be furnished) in connection with the sale or distribution of side frames or bolsters to any third person; and

(E) designating, appointing or using as sole agent, representative or distributor for the sale or distribution of side frames or bolsters in any foreign market or territory a person who is at the same time acting in such territory or market as agent, representative or distributor for the sale or distribution of side frames or bolsters of any other said defendants or of any other manufacturer except in any foreign market or territory where no other qualified person can be found to act as such agent, representative or distributor, and then only so long as no such qualified person can be found.

X

Each defendant manufacturer which owns, or hereafter acquires, equipment designed for use in subjecting side frames to dynamic tests and is now or hereafter designated an A.A.R. test station for side frames shall, so long as it is so designated, make said equipment available, on a first priority basis, for such tests as may from time to time be required by the A.A.R. and, subject to such A.A.R. tests, to any applicants for the dynamic testing of side frames on a first come, first served basis and at a reasonable non-discriminatory charge to such applicants. All such A.A.R. tests shall be conducted under the supervision of such personnel, including representatives of the A.A.R., as shall from time to time be determined by the A.A.R. Any applicant presenting side frames to any such station for testing may, upon timely request, have such tests conducted by and under the supervision of personnel of its own selection, including its own employees, provided it shall first be demonstrated that such personnel are competent properly to operate the testing equipment, and provided further that such applicant shall pay (in addition to the reasonable non-discriminatory charges hereinbefore provided for) any and all additional costs and charges reasonably incurred or imposed by reason of the use of such personnel, and shall further indemnify the defendant

manufacturer owning such testing station against any and all liabilities and damages to persons or property which may result therefrom. Provisions shall be made by each defendant manufacturer owning such a testing station reasonably designed to prevent any information relating to any side frames submitted by any applicant for testing (other than A.A.R. tests), including the results of such tests, from becoming known to any other manufacturer of side frames.

XI

Each person who shall become a licensee under any patent of any defendant manufacturer pursuant to the provisions of Section VI or shall be, or in good faith shall propose to become, a manufacturer shall be entitled to have representation on the manufacturers' technical committee known as the "Truck Manufacturers Engineers Committee" or any equivalent or successor committee; to receive notice of any meetings of any such committee, as well as and including any joint meetings of any such committee with any committee of the A.A.R.; to participate in any such meetings; and through its representation to receive information with respect to the work done and the results obtained by any such committee; all in the same manner and to the same extent as any of the defendant manufacturers. To the end that the foregoing provisions of this Final Judgment may be carried into effect, each defendant manufacturer which has representation on any such committee shall notify the A.A.R., or such other person as the Court may from time to time specify, of the existence of such committee; and each defendant manufacturer shall take such action as necessary and appropriate to secure compliance with the provisions of this Section XI.

XII

The defendants who are parties to any of the agreements listed in Appendix B are hereby ordered and directed to

cancel said agreements within ninety (90) days after the date of entry of this Final Judgment; and said defendants shall file a report with the Court, and deliver a copy thereof to the Attorney General, within thirty (30) days after the expiration of said ninety(90) days setting forth the steps taken for the cancellation of said agreements. Said defendants who are parties to any of said agreements, and each of them, are hereby further jointly and severally enjoined and restrained (i) from enforcing, from and after the date of entry of this Final Judgment, any of the provisions of any of said agreements to which they, respectively, are parties against any of the other parties thereto, (ii) from the further performance, after the date of cancellation thereof, of any of the provisions of said agreements to which they, respectively, were parties, and (iii) from entering into or performing any contract, agreement, arrangement, understanding, plan or program for the purpose of or with the effect of continuing, reviving or renewing any of said agreements, or any of the provisions thereof inconsistent with this Final Judgment; provided, however, that nothing herein contained shall be construed to prohibit or limit the collection or receipt of any amounts which shall be or become due by reason of activities pursuant to any of said agreements prior to the cancellation thereof.

XIII

Nothing in this Final Judgment shall be deemed to apply (a) to acts and operations of any defendant outside of the United States not covered by the antitrust laws of the United States, or (b) to prevent any defendant from availing itself of the Act of Congress of April 10, 1918, commonly called the Webb-Pomerene Act, or of any present or future Act of Congress,

including, except as provided in Sections VI and VIII hereof, the Patent Laws of the United States.

XIV

For the purpose of securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice, upon the written request of the Attorney General, and on reasonable notice to any defendant made to its principal office, shall be permitted, subject to any legally recognized privilege,

(a) access, during the office hours of the defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendant relating to any matters contained in this Final Judgment; and

(b) subject to the reasonable convenience of the defendant, and without restraint or interference from it, to interview officers or employees of the defendant, who may have counsel present, regarding any such matters.

For the purpose of securing compliance with this Final Judgment, any defendant, upon the written request of the Attorney General made to its principal office, shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the enforcement of this Final Judgment.

No information obtained by the means provided in this Section XIV shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of such Department except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

XV

Jurisdiction of this cause 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, for the modification or termination of any of the provisions thereof, for the enforcement of compliance therewith and for the punishment of violations thereof.

This 30th day of September, 1955.

/s/ Paul Jones
United States District Judge

We hereby consent to the entry of the foregoing Judgment:

For the Plaintiff

/s/ Robert B. Hummel

/s/ Lester P. Kauffman

/s/ Robert M. Dixon

/s/ Edward J. Masek

/s/ Norman J. Futor
Attorneys for Plaintiff

/s/ Stanley N. Bernes
Assistant Attorney General

/s/ W. D. Kilgore, Jr.

/s/ Worth Rowley

/s/ Vincent A. Gorman

For the Defendant
AMERICAN STEEL FOUNDRIES

Dallstream Schiff Hardin Waite &
Dorschel

/s/ Louis S. Hardin

For the Defendant
THE BUCKEYE STEEL CASTINGS CO.

Vorys, Sater, Seymour & Pease

/s/ Webb I Vorys & James A. Gorrell

For the Defendant
THE SYMINGTON-GOULD CORPORATION

/s/ Wilmer Mechlin

For the Defendant
SCULLIN STEEL CO.

Carter, Bull & Baer

/s/ Emmet T. Carter

/s/ Gerald K. Presberg

For the Defendant
FOUNDRIES EXPORT COMPANY, INC.

/s/ Wilmer Mechlin

Vorys, Sater, Seymour & Pease

/s/ Webb I. Vorys & James A. Gorrell

Dallstream Schiff Hardin Waite & Ross

Dorschel

/s/ Louis S. Hardin

APPENDIX A

To Final Judgment in the Case of United States of
America, Plaintiff, v. American Steel Foundries,
et al., Defendants, Civil No.

List of United States Patents owned or controlled
by the defendant manufacturers referred to under paragraph
A of Section VI of the above-mentioned Final Judgment.

United States Patents Owned or Controlled by
The Symington-Gould Corporation

<u>Patent Number</u>	<u>Date of Issue</u>	<u>Patentee</u>
2,108,653	2-15-38	Glenn F. Couch
2,116,496	5-10-38	H. T. Casey
2,118,006	5-17-38	Glenn F. Couch
2,132,381	10-11-38	D. S. Barrows
2,132,382	10-11-38	D. S. Barrows
2,132,383	10-11-38	D. S. Barrows
2,132,384	10-11-38	D. S. Barrows
2,132,385	10-11-38	D. S. Barrows
2,132,386	10-11-38	D. S. Barrows
2,132,387	10-11-38	D. S. Barrows
2,139,434	12- 6-38	D. S. Barrows
2,146,200	2- 7-39	D. S. Barrows
2,180,933	11-21-39	D. S. Barrows
2,200,571	5-14-40	D. S. Barrows
2,205,369	6-18-40	D. S. Barrows
2,207,848	7-16-40	D. S. Barrows
2,239,494	4-22-41	D. S. Barrows
2,243,493	5-27-41	D. S. Barrows
2,255,960	9-16-41	D. S. Barrows
2,268,997	1- 6-42	D. S. Barrows
2,277,812	3-31-42	D. S. Barrows
2,297,863	10- 6-42	D. S. Barrows
2,335,940	12- 7-43	P. J. Hogan
2,347,463	4-25-44	Glenn F. Couch
2,348,453	5- 9-44	Glenn F. Couch
2,421,317	5-27-47	Glenn F. Couch
2,429,576	10-21-47	D. S. Barrows
2,436,738	2-24-48	D. S. Barrows
2,447,458	8-17-48	D. S. Barrows
2,465,966	3-29-49	Glenn F. Couch
2,467,255	4-12-49	Glenn F. Couch
2,479,054	8-16-49	D. S. Barrows
2,480,073	8-23-49	D. S. Barrows
2,483,858	10- 4-49	William Van Der Sluys
2,590,360	3-25-52	D. S. Barrows
2,608,937	9- 2-52	D. S. Barrows et al.
2,621,611	12-16-52	D. S. Barrows
2,625,117	1-13-53	William Van Der Sluys
2,675,278	4-13-54	E. H. Blattner

United States Patents Owned or Controlled by
The Buckeye Steel Castings Company

<u>Patent Number</u>	<u>Date of Issue</u>	<u>Patentee</u>
2,108,378	2-15-38	J. C. Larsen
2,180,900	11-21-39	E. G. Goodwin
2,225,793	12-24-40	C. L. Orr
2,234,413	3-11-41	C. L. Orr
2,234,414	3-11-41	C. L. Orr
2,312,383	3- 2-43	J. G. Bower
2,406,862	9- 3-46	H. W. Stertzbach
2,420,337	5-13-47	C. L. Orr and H. W. Stertzbach
2,457,182	12-28-48	E. B. Schrock
2,460,696	2- 1-49	G. T. Johnson
2,552,019	5- 8-51	H. W. Stertzbach
2,558,150	6-26-51	C. L. Orr and J. C. Settles
2,573,165	10-30-51	J. C. Settles
2,574,348	11- 6-51	C. L. Orr and J. C. Settles
2,575,137	11-13-51	J. C. Settles and C. L. Orr
2,594,079	4-22-52	J. C. Settles and L. E. Furniss
2,612,240	9-30-52	H. A. Moeller and C. L. Orr
2,615,403	10-28-52	C. L. Orr and J. C. Settles
2,624,291	1- 6-53	J. C. Settles
2,626,572	1-27-53	C. L. Orr
2,633,936	4- 7-53	J. C. Settles
2,642,008	6-16-53	J. C. Settles and L. E. Furniss
2,674,204	4- 6-54	J. C. Settles

United States Patents Owned or Controlled by
Scullin Steel Co.

2,236,566	4- 1-41	F. H. Spenner
2,277,963	3-31-42	F. H. Spenner
2,322,599	6-22-43	F. H. Spenner
2,551,064	5- 1-51	F. H. Spenner
2,669,943	2-23-54	F. H. Spenner
2,669,944	2-23-54	F. H. Spenner

United States Patents Owned or Controlled by
American Steel Foundries

<u>Patent Number</u>	<u>Date of Issue</u>	<u>Patentee</u>
2,116,789	5-10-38	W. C. Hedgecock
2,116,964	5-10-38	F. E. Bachman
2,135,728	11- 8-38	A. H. Oelkers
2,188,641	1-30-40	R. B. Cottrell
2,199,360	4-30-40	D. M. Light
2,220,218	11- 5-40	R. B. Cottrell
2,222,484	11-19-40	D. M. Light
2,235,799	3-18-41	R. B. Cottrell
2,268,744	1- 6-42	J. E. Flesch
2,282,166	5- 5-42	R. B. Cottrell
2,283,332	5-19-42	D. M. Light
2,295,550	9-15-42	R. B. Cottrell
2,295,936	9-15-42	R. B. Cottrell
2,297,748	10- 6-42	R. B. Cottrell
2,297,749	10- 6-42	R. B. Cottrell
2,303,259	11-24-42	R. B. Cottrell
2,305,027	12-15-42	A. H. Oelkers
2,310,989	2-16-43	A. H. Oelkers
2,311,313	2-16-43	A. H. Oelkers
2,327,955	8-24-43	W. H. Baselt
2,330,784	9-28-43	A. H. Oelkers
2,334,073	11- 9-43	R. B. Cottrell
2,338,684	1- 4-44	R. B. Cottrell
2,338,856	1-11-44	D. M. Light
2,338,857	1-11-44	D. M. Light
2,346,614	4-11-44	C. N. Rydin
2,348,694	5- 9-44	A. H. Oelkers
2,360,649	10-17-44	R. B. Cottrell
2,365,198	12-19-44	L. A. Lehrman
2,365,199	12-19-44	D. M. Light
2,366,691	1- 9-45	W. H. Baselt and John E. Flesch
2,367,510	1-16-45	D. M. Light
2,370,106	2-20-45	C. A. Edstrom
2,375,206	5- 8-45	W. H. Baselt and John E. Flesch
2,377,178	5-29-45	R. C. Pierce
2,378,414	6-19-45	D. M. Light
2,378,415	6-19-45	D. M. Light
2,380,902	7-31-45	R. C. Pierce
2,392,597	1- 8-46	L. A. Lehrman
2,394,232	2- 5-46	R. B. Cottrell
2,402,502	6-18-46	D. M. Light
2,406,199	8-20-46	C. J. W. Clasen
2,419,188	4-15-47	B. J. Milleville
2,420,229	5- 6-47	R. B. Cottrell
2,424,936	7-29-47	D. M. Light
2,429,399	10-21-47	R. B. Cottrell
2,434,838	1-20-48	R. B. Cottrell
2,437,359	3- 9-48	R. C. Pierce
2,444,009	6-22-48	C. E. Grigsby

<u>Patent Number</u>	<u>Date of Issue</u>	<u>Patentee</u>
2,444,011	6-22-48	L. A. Lehrman
2,465,823	3-29-49	C. E. Tack
2,466,654	4- 5-49	R. B. Cottrell
2,473,010	6-14-49	C. J. W. Clasen
2,485,013	10-18-49	R. C. Pierce
2,508,020	5-16-50	J. E. Flesch and E. G. Opsable
2,512,829	6-27-50	R. B. Cottrell
2,520,845	8-29-50	L. A. Lehrman and H. J. Schmid
2,528,473	10-31-50	J. J. Kowalik
2,536,975	1- 2-51	R. B. Cottrell
2,564,091	8-14-51	W. H. Baselt
2,572,634	10-23-51	L. A. Lehrman
2,587,512	2-26-52	O. W. Naumann and G. D. O'Neil
2,637,280	5- 5-53	R. T. Leisk
2,638,059	5-12-53	R. B. Cottrell
2,650,550	9 -1-53	R. C. Pierce
2,652,002	9-15-53	C. J. W. Clasen
2,652,786	9-22-53	J. J. Kowalik
2,661,702	12- 8-53	J. J. Kowalik
2,667,845	2- 2-54	E. J. Maatman and L. A. Lehrman
2,706,953	4-26-55	R. B. Cottrell

APPENDIX B

To Final Judgment in the Case of United States of America,
Plaintiff, v. American Steel Foundries, et al., Defendants
Civil No.

Definitions: The definitions contained in Section 2 of the above-mentioned Final Judgment shall be applicable to this Appendix B; and, in addition, as used in this Appendix B, the following terms shall have the following meanings, namely:

"Scullin" means the defendant Scullin Steel Co., a Missouri corporation; "National" means National Malleable and Steel Castings Company, an Ohio corporation; "Birdsboro" means Birdsboro Steel Foundry & Machine Company, a Pennsylvania corporation; "Pittsburgh" means Pittsburgh Steel Foundry Corporation, a Pennsylvania corporation; "Gould" means The Gould Coupler Company, a Maryland corporation (predecessor to Symington); "Foundries Export" means Foundries Export Company, Inc., a Delaware corporation; "Davis & Lloyd" means Davis and Lloyd, Limited, a company organized and existing under the British Companies Act; "Adanac" means Adanac Supplies Limited, a corporation organized and existing under the laws of Canada; "International" means International Equipment Company, Ltd., a corporation organized and existing under the laws of Canada; "Esco" means English Steel Corporation, Limited, a corporation organized and existing under the British Companies Act; "Dominion" means Dominion Foundries & Steel, Limited, a corporation organized and existing under the laws of Canada; "Cancar" means Canadian Car & Foundry Co., Ltd., a corporation organized and existing under the laws of Canada.

The following contracts, and any and all amendments, extensions and supplements thereto, are to be cancelled pursuant to the provisions of Section XII of the above-mentioned Final Judgment:

A.

Cross License Agreements under U. S. Patents Relating
to Side Frames and Bolsters

1. Cross License Agreement between Buckeye and Symington, dated April 11, 1949, as extended, presently expiring September 11, 1955.

2. Cross License Agreement between Buckeye and Scullin dated April 16, 1951, as extended, presently expiring April 16, 1956.
3. Cross License Agreement between Symington and Scullin, dated July 14, 1949, as extended, presently expiring July 14, 1956.
4. Cross License Agreement between ASF and Buckeye, dated April 16, 1955, expiring April 16, 1956.
5. Cross License Agreement between ASF and Scullin, dated December 30, 1954, expiring December 30, 1955.
6. Cross License Agreement between ASF and Symington, dated May 14, 1955, expiring May 14, 1956.
7. Cross License Agreement between Buckeye and Birdsboro, dated April 19, 1955, expiring April 16, 1956.
8. Cross License Agreement between Symington and Birdsboro, dated July 14, 1949, as extended, expiring July 14, 1956.
9. Cross License Agreement between Scullin and Birdsboro, dated September 3, 1947, as extended, expiring September 3, 1955.
10. Cross License Agreement between ASF and Birdsboro, dated April 28, 1955, expiring April 28, 1956.
11. Cross License Agreement between ASF and Pittsburgh, dated January 15, 1955, expiring January 15, 1956.
12. Cross License Agreement between ASF and National, dated June 19, 1955, expiring June 19, 1956.

B.

Foundries Export Agreements Relating to Side Frames
and Bolsters

1. Agreement dated September 16, 1931, between ASF, Gould, Buckeye, Foundries Export and Esco; this agreement, however, to be cancelled in so far, but only in so far, as it relates to side frames and bolsters.
2. Agreement dated December 2, 1932, between ASF, Buckeye, C. Schuyler Davis and Charles J. Symington, as ancillary receivers of Gould, and Foundries Export and Esco; this agreement, however, to be cancelled in so far, but only in so far, as it relates to side frames and bolsters.

3. Agreement dated February 12, 1935, between Foundries Export and a co-partnership of Ernest E. Lloyd and Fred Mason, co-partners, said partnership being the predecessor of Davis & Lloyd, and all amendments, extensions and supplements thereto.

C.

Agreements Relating to the Manufacture and Sale of
Side Frames and Bolsters in Canada

1. Agreement dated November 25, 1936, between ASF, Symington, Adanac, International, Dominion and Cancar.

2. Agreement dated September 23, 1929, between Symington and Adanac and Supplement thereto, dated November 19, 1936.

3. Agreement dated July 29, 1927, between ASF and Canadian Steel Foundries, Ltd., a corporation organized and existing under the laws of Canada; and Amendment and Supplement thereto dated February 11, 1937, between ASF and Cancar; and Amendment and Supplement thereto dated January 2, 1940, between ASF, International and Cancar.