

U. S. vs. INTERNATIONAL SALT COMPANY, INC.,
ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE SOUTHERN DISTRICT OF NEW YORK

Civil No. 32-310.

UNITED STATES OF AMERICA, PLAINTIFF

VS.

INTERNATIONAL SALT COMPANY, INCORPORATED, ET AL.,
DEFENDANTS

JUDGMENT

This cause having come on for a hearing before the Court upon a motion by the plaintiff for a summary judgment against defendant International Salt Company, Incorporated, counsel for the parties having been heard and the Court having determined, upon consideration of the pleadings and admissions on file, that there is no genuine issue between the parties as to any material fact, and the Court having filed its opinion herein on the 20th day of November, 1946, granting the motion for summary judgment.

It is hereby ORDERED, ADJUDGED, AND DECREED:

I

The Court has jurisdiction of the subject matter hereof and of the parties hereto.

II

The defendant International Salt Company, Incorporated (referred to hereafter as International Salt) has entered into contracts in restraint of, and has used patents and patent rights owned or controlled by defendant International Salt disclosing an invention used or useful in the Lixator or Saltomat Machines or any machine performing a function similar to either of them, to restrain interstate trade and commerce in rock salt and salt tablets (referred to hereinafter as "salt") in violation of section

1 of the Act of Congress approved July 2, 1890, as amended, commonly known as the Sherman Act, 15 U.S.C. § 1, and section 3 of the Act of Congress of October 15, 1914, as amended, commonly known as the Clayton Act, 15 U.S.C. § 14.

III

All the provisions of the lease agreements for the lease of machines referred to as the Lixator and the Saltomat which contain any condition, agreement, or understanding that the lessee shall not use or deal in salt of a competitor or competitors of defendant International Salt are hereby adjudged unlawful and declared illegal and void.

IV

The defendant International Salt, its directors, officers, agents, employees, representatives, successors, subsidiaries, assignees of the rights of the defendant corporation under any lease of any machine referred to in subparagraph (b) hereof, and any person acting or claiming to act for or on behalf of defendant are hereby perpetually enjoined:

(a) From enforcing or attempting to enforce any provision of the agreements adjudged unlawful in paragraph III hereof, and from doing any further acts thereunder.

(b) From entering into any contract, agreement or lease for machines referred to as the Lixator or Saltomat or any machine performing the same or similar functions for use or resale within the United States, or any place under the jurisdiction of the United States, or from fixing a price, rent, or fee charged therefor, or discount from or rebate on such price, rent or fee, upon the condition, agreement, or understanding, directly or indirectly, that the lessee, purchaser, or user thereof shall not purchase, use or deal in salt of a competitor or competitors of defendant International Salt.

(c) From engaging in or participating in contracts, agreements, or understandings having the purpose or

effect of continuing, reviving, or renewing any agreement, condition or understanding adjudged to be unlawful by this judgment.

(d) From removing said machines from the premises of any lessee, purchaser or user thereof because such lessee, purchaser or user purchases, uses or deals in salt manufactured or sold by any person, firm or corporation other than defendant International Salt.

(e) From using patents or patent rights owned or controlled by the defendant embodying inventions used or useful in the Lixator or Saltomat machines or any machine performing a function similar to either of them to control, restrict or limit in any way the purchase of salt from any person, firm or corporation other than defendant International Salt.

(f) From instituting or threatening to institute any action, suit or proceeding for infringement or to collect charges, damages, compensation or royalties alleged to have occurred or accrued, prior to the date of the entry of this judgment, under any United States patents owned or controlled by the defendant disclosing an invention used or useful in the Lixator or Saltomat machines or any machine performing a function similar to either of them.

V

Within sixty days after the date of this judgment defendant International Salt shall mail a copy of this judgment to each person with whom it has a lease agreement relating to a Lixator or Saltomat and shall file with this Court proof of compliance with this paragraph.

VI

Defendant International Salt is directed to offer to lease or sell, or license the use of, the Lixator or Saltomat machines, or any other machine which is then being or about to be offered or shall have been offered by such defendant in the United States embodying inventions covered by any of the patents referred to in paragraph II

hereof, to any applicant on non-discriminatory terms and conditions; *provided that*

(a) A machine or machines is or are available for such purposes and

(b) Defendant shall not be required to make such offer unless it is offering, about to offer, or has offered such machines for lease or sale or license within the United States and at any time the defendant may discontinue the business of renting or selling, or licensing the use of, such machines; and

(c) Such sale or lease or license is not required to be made without cash payment or security to any person not having proper credit rating, and

(d) The rental or sale price or license royalty may differ as to different types and sizes of machines and from time to time so long as the rental or sale price or royalty at any one time is uniform as to each size or type of machine. The terms of this paragraph shall apply to all future contracts and modifications of existing contracts. Any person with whom defendant International Salt now has a lease agreement relating to the Lixator or Saltomat machines may elect to retain his rights under the existing lease or enter into a lease or sale or license contract with defendant International Salt in accordance with the provisions of this paragraph.

VII

Judgment is entered against the defendant for all costs to be taxed in this proceeding.

VIII

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this judgment, for the amendment, modifications or termination of any of the provisions thereof, for the enforcement of compliance

herewith and for the punishment of violations thereof.

s/ SIMON H. RIFKIND

United States District Judge

Dated: December 27, 1946.