

AT A STATED TERM OF THE UNITED STATES DISTRICT COURT HELD IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, AT THE UNITED STATES COURTHOUSE, FOLEY SQUARE, BOROUGH OF MANHATTAN, NEW YORK CITY, ON THE 13TH DAY OF APRIL, 1948.

Present:

HON. SIMON H. RIFKIND, *United States District Judge*

Civil No. 32-310

UNITED STATES OF AMERICA, PLAINTIFF

VS.

INTERNATIONAL SALT COMPANY, INCORPORATED, ET AL,  
DEFENDANTS

ORDER MODIFYING JUDGMENT

A motion having been made by the defendant, International Salt Company, Incorporated, for a modification of the judgment entered herein on December 27, 1946, and a hearing having been had thereon on January 26, 1948, and the testimony and proofs of the parties having been adduced,

Now, upon the judgment entered in the above entitled action on December 27, 1946, the notice of motion and the motion for modification of judgment, each dated November 25, 1947, the affidavit of Hervey J. Osborn, verified November 25, 1947, and the record of the hearing had before the court on January 26, 1948, and upon filing the opinion of the Court, it is

ORDERED, that the said motion be and it hereby is granted to the extent hereinafter provided, and that except as so granted the said motion be and it hereby is in all respects denied, and it is

FURTHER ORDERED, ADJUDGED AND DECREED, that Paragraph VI(d) of the said judgment be and it hereby is modified and amended so as to read as follows:

“(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: provided, defendant may reduce its rental, sale price or royalty, where, when, and to the extent necessary, in good faith, to meet competition. 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 Salto-mat machines may elect to retain his rights under the existing lease or to enter into a lease or sale or license contract with defendant International Salt in accordance with the provisions of this paragraph.”  
and it is

FURTHER ORDERED, ADJUDGED AND DECREED that the said judgment as hereinabove modified and amended be and remain in full force and effect.

April 13, 1948.

(Sgd.) SIMON H. RIFKIND

*United States District Judge*