

## **Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Library Binding Institute., U.S. District Court, S.D. New York, 1952-1953 Trade Cases ¶67,289, (May 23, 1952)**

United States v. Library Binding Institute.

1952-1953 Trade Cases ¶67,289. U.S. District Court, S.D. New York. Civil No. 66-278. Filed May 23, 1952. Case No. 1081 in the Antitrust Division of the Department of Justice.

### **Sherman Antitrust Act**

**Consent Decrees—Practices Enjoined in the Binding of Library Books and Materials —Concerted Activity.**—A library binding institute is enjoined by a consent decree from entering into any common course of action with any other library binder which has the purpose or effect of: fixing prices, differentials, discounts, or other terms or conditions of sales; excluding any person from any market; limiting any person in the furnishing, or the selling of binding services; allocating manufacturing or sales territories, markets or customers.

**Consent Decrees—Pricing Practices Enjoined in the Binding of Library Books and Materials—Activity of Institute—Permissive Provision.**—A library binding institute is enjoined by a consent decree from: collecting any information concerning prices, suggested prices, discounts or other terms or conditions of sale; initiating any plan for the collection of prices, discounts or other terms or conditions of sale; requiring any member or library binder to determine, fix, maintain or adhere to prices, differentials, discounts or other terms or conditions of sale; adopting, any by-law, regulation, requirement, plan or program which requires, suggests or implies that any member or any library binder shall follow or adhere to any rules of practice concerning prices, terms or conditions of sale; using or suggesting the use of any price list or price quotations prepared, compiled or disseminated by any other person; provided, however, that the above prohibitions shall not prohibit an individual library binder from making an independent determination of and using the bona fide price at which such individual library binder sells, quotes for sale, or offers to sell library binding services.

**Consent Decrees—Library Binding Institute—Specific Relief.**—A library binding institute is ordered by a consent decree to adopt and to retain by-laws or a charter which (1) incorporates the terms of the consent decree, (2) requires that as a condition of membership each present and prospective member agree to abide by the terms of the consent decree, and (3) requires that each future member be given a true copy of the consent decree.

For the plaintiff: H. G. Morison, Assistant Attorney General; Melville C. Williams and W. Perry Epes, Special Asssitants to the Attorney General; Myles J. Lane, United States Attorney; and Edwin H. Pewett, W. D. Kilgore, Jr., and Max Freeman, Attorneys.

For the defendant: Dudley A. Weiss, Boston, Mass., and Peter Shuebruk (Fly, Shuebruk and Blume), New York, N. Y.

### **Final Judgment**

[ *Complaint as, to One Defendant Dismissed*]

CONGER, District Judge [ *In full text*]: Plaintiff, United States of America, having filed its complaint herein on May 10, 1951, defendant, Library Binding Institute, having appeared and, filed its, answer denying the substantive allegations thereof the complaint against defendant Earl W. Browning having been dismissed without prejudice; plaintiff and defendant Library Binding Institute by their attorneys having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without admission by any of the parties in respect to any such issue; and the Court having considered the matter and being duly advised;

Now, therefore, before the taking of any testimony 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

[ Cause of Action—Sherman Act]

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states a cause of action against the defendant Library Binding Institute under Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraint and monopolies," as amended.

II

[ Definition]

As used in this Final Judgment:

- (A) "Member" means any member, present or future, of defendant Library Binding Institute;
- (B) "Person" means any individual, corporation, partnership, association, joint stock company or any other business or legal entity;
- (C) "Library" means any library except those owned by private individuals and not open to the public to any degree, including, but not limited to, municipal, state, federal, college, law, medical, hospital and other institutional and public libraries;.
- (D) "Library binding services" means the binding and rebinding for a library of books, periodicals, newspapers and any other printed, mimeographed or kindred material and special services furnished in connection, therewith, such as insertion of pockets, additional lettering and book plates;
- (E) "Library binder" means any person engaged, in the business of selling library binding services.

III

[ Applicability of Provisions]

The provisions of this Final Judgment shall apply to defendant Library Binding Institute, its members, officers, directors, agents, employees, successors and assigns, and all other persons acting under, through or for such defendant, and those persona in active concert or participation with such defendant who receive, actual notice of this Final Judgment by personal service or otherwise.

IV

[ Practices Prohibited]

Defendant Library Binding Institute is perpetually enjoined and restrained from entering into, adhering to, renewing or furthering, directly, or indirectly, or claiming any rights under any contract, agreement, understanding, plan, program or common course of action with any other library binder which has the purpose or effect of:

- (A) Determining, fixing, maintaining or adhering to prices, differentials, discounts, or other terms or conditions of sale for library binding services;
- (B) Excluding any person from, or restricting access by any person to, any market for library" binding services;
- (C) Preventing, limiting or restricting any person in the furnishing or the selling of library binding services;
- (D) Creating, allocating or dividing manufacturing or sales territories, markets or customers for library binding services.

V

Defendant Library Binding Institute is perpetually enjoined and restricted from:

- (A) Collecting, compiling, publishing, disseminating or communicating any information concerning prices, suggested prices, discounts or other terms or conditions of sale for library binding services;

(B) Initiating, sponsoring, participating in or encouraging, any plan or program, for the collection, compilation, dissemination or communication of prices, discounts or other terms or conditions of sale for library binding services;

(C) Requiring, urging, suggesting, recommending or advising any member or library binder to determine, fix, maintain or adhere to prices, differentials, discounts or other terms or conditions of sale for library binding services;

(D) Adopting, continuing, enforcing or adhering to any by-law, regulation, requirement, understanding, plan or program which, directly or indirectly, requires, suggests or implies that any member of any library binder shall follow or adhere or conform to any rules of practice concerning, directly or indirectly, prices, terms or conditions of sale for library binding services;

(E) Using or suggesting the use of any price list or price quotations for the sale of library binding services prepared, compiled or disseminated by any other person;

provided, however, that the provisions of this Section V shall not prohibit an individual library binder from making independent determination of and using the bona fide price at which such individual library binder sells, quotes for sale, or offers to sell library binding services.

## VI

### [ *Notices Ordered* ]

Defendant Library Binding Institute is ordered and directed:

(A) Within 30 days from the date of entry of this Final Judgment, to send to each present member by registered mail (1) notice in writing of the entry of this Final Judgment and (2) a true copy of this Final Judgment;

(B) To adopt and to retain by-laws or a charter (1) which incorporates therein the terms of this Final Judgment, (2) which requires that as a condition of membership each present and prospective member agree to abide by the terms of said Final Judgment, and (3) which requires that each future member be given a true copy of this Final Judgment;

(C) Within six weeks from the date of entry of this Final Judgment, to publish in an issue of the Library Journal a notice which shall fairly set forth the substantive provisions of this Final Judgment, and to furnish copies of such notice to each member and request said member to supply a copy thereof to each of its customers;

(D) Within 60 days from the date of entry of this Final Judgment, to file with this Court and the plaintiff proof that the immediate requirements of subsections (A), (B) and (C) of this Section VI have been complied with.

## VII

### [ *Inspection and Compliance* ]

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant be permitted (1) access, during the office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of defendant, relating to any matters contained in this Final Judgment and (2) subject to the reasonable convenience of defendant and without restraint or interference from defendant, to interview officers or employees of defendant, who may have counsel present, regarding any such matters. Upon written request of the Attorney General or an Assistant Attorney General, defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be reasonably necessary to the enforcement of this Final Judgment. Information obtained by the means permitted in this Section VII shall not 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 for the

purpose of securing compliance with this Final Judgment in which the United States' is a party or as otherwise required by law.

## VIII

### [ *Jurisdiction Retained* ]

Jurisdiction of this cause is retained by this Court 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 amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.