

commerce, or manufacture for introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce; or in connection with the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur, as the terms "commerce," "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from falsely or deceptively invoicing any fur or fur product by:

1. Failing to furnish an invoice, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of Section 5(b)(1) of the Fur Products Labeling Act.

2. Representing, directly or by implication, on an invoice that the fur contained in such fur or fur product is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

It is further ordered, That the respondent herein shall, within sixty (60) days after service upon him of this order, file with the Commission a report, in writing setting forth in detail the manner and form in which he has complied with this order.

IN THE MATTER OF

A.B.C. FABRICS, INC., TRADING AS MAE FABRICS, ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION AND THE TEXTILE FIBER PRODUCTS
IDENTIFICATION ACTS

Docket C-1806. Complaint, Sept. 30, 1970—Decision, Sept. 30, 1970

Consent order requiring Tampa, Fla., wholesalers and retailers of textile fiber products to cease misbranding their products and failing to keep required records.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and the Textile Fiber Products Identification Act, and by virtue of

the authority vested in it by said Acts; the Federal Trade Commission, having reason to believe that A.B.C. Fabrics, Inc., a corporation, trading as Mae Fabrics, and Irving Cohen, individually and as an officer of said corporation, hereinafter referred to as respondents, have violated the provisions of said Acts and the Rules and Regulations promulgated under the Textile Fiber Products Identification Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent A.B.C. Fabrics, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Florida. The respondent corporation maintains its home office at 1008 Franklin Street, Tampa, Florida, and operates four additional stores in St. Petersburg, Sarasota, Winter Haven and Daytona Beach, Florida. The corporation trades as Mae Fabrics.

Respondent Irving Cohen is an officer of said corporation. He formulates, directs and controls the policies, acts and practices of the corporate respondent including those hereinafter referred to. The address of Irving Cohen is the same as that of the corporate respondent.

Respondents are engaged in business both as wholesalers and retailers of textile fiber products, namely fabrics.

PAR. 2. Respondents are now and for some time last past have been engaged in the introduction, delivery for introduction, sale, advertising, and offering for sale, in commerce, and in the transportation or causing to be transported in commerce, and the importation into the United States, of textile fiber products; and have sold, offered for sale, advertised, delivered, transported and caused to be transported, textile fiber products, which have been advertised or offered for sale in commerce; and have sold, offered for sale, advertised, delivered, transported and caused to be transported after shipment in commerce, textile fiber products, either in their original state or contained in other fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act.

PAR. 3. Certain of said textile fiber products were misbranded by respondents within the intent and meaning of Section 4(a) of the Textile Fiber Products Identification Act and the Rules and Regulations promulgated thereunder, in that they were falsely and deceptively stamped, tagged, labeled, invoiced, advertised or otherwise identified as to the name or amount of the constituent fibers contained therein.

Among such misbranded textile fiber products, but not limited

thereto, were textile fiber products, namely fabrics, which contained substantially different amounts and types of fibers than as represented.

PAR. 4. Certain of said textile fiber products were misbranded by respondents in that they were not stamped, tagged, labeled, or otherwise identified as required under the provisions of Section 4(b) of the Textile Fiber Products Identification Act, and in the manner and form as prescribed by the Rules and Regulations promulgated under said Act.

Among such misbranded textile fiber products, but not limited thereto, were textile fiber products with labels which failed:

1. To disclose the true generic names of the fibers present.
2. To disclose the percentages of such fibers by weight.
3. To disclose the name, or other identification issued and registered by the Commission, of the manufacturer of the products or one or more persons subject to Section 3 with respect to such products.

PAR. 5. Certain of said textile fiber products were misbranded in violation of the Textile Fiber Products Identification Act in that they were not labeled in accordance with the Rules and Regulations promulgated thereunder inasmuch as samples, swatches or specimens of textile fiber products subject to the aforesaid Act, which were used to promote or effect sales of such textile fiber products, were not labeled to show their respective fiber content and other information required by Section 4(b) of the Textile Fiber Products Identification Act and the Rules and Regulations promulgated thereunder in violation of Rule 21(a) of the aforesaid Rules and Regulations.

PAR. 6. Respondents have failed to maintain and preserve proper records showing the fiber content of their textile fiber products, in that said respondents substituted stamps, tags, labels, or other identification pursuant to Section 5(b) of the Textile Fiber Products Identification Act and failed to maintain and preserve such records as would show the information set forth on the stamps, tags, labels or other identification removed by them, together with the name or names of the person or persons from whom such textile fiber products were received, in violation of Section 6(b) of the Textile Fiber Products Identification Act.

PAR. 7. The acts and practices of respondents as set forth above were, and are, in violation of the Textile Fiber Products Identification Act and the Rules and Regulations promulgated thereunder, and constituted, and now constitute, unfair methods of competition and unfair and deceptive acts and practices, in commerce, under the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Textiles and Furs proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act and the Textile Fiber Products Identification Act; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in § 2.34 (b) of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent A.B.C. Fabrics, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Florida. The respondent corporation maintains its home office at 1008 Franklin Street, Tampa, Florida, and operates four additional stores in St. Petersburg, Sarasota, Winter Haven, and Daytona Beach, Florida. The corporation trades as Mae Fabrics.

Respondent Irving Cohen is an officer of said corporation. He formulates, directs and controls the policies, acts and practices of the corporate respondent including those hereinafter referred to. The address of Irving Cohen is the same as that of the corporate respondent.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

It is ordered, That respondents A.B.C. Fabrics, Inc., a corporation, trading as Mae Fabrics, or under any other name or names, and its

officers, and Irving Cohen, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, sale, advertising or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States, of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation or causing to be transported, of any textile fiber product which has been advertised or offered for sale in commerce; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from:

A. Misbranding such textile fiber products by:

1. Falsely or deceptively stamping, tagging, labeling, invoicing, advertising or otherwise identifying such products as to the name or amount of the constituent fibers contained therein.

2. Failing to affix a stamp, tag, label, or other means of identification to each such textile fiber product showing in a clear, legible and conspicuous manner each element of information required to be disclosed by Section 4(b) of the Textile Fiber Products Identification Act.

3. Failing to affix labels to samples, swatches or specimens of textile fiber products used to promote or effect the sale of such textile fiber products showing in words and figures plainly legible all the information required to be disclosed by Section 4(b) of the Textile Fiber Products Identification Act.

B. Failing to maintain and preserve, as required by Section 6(b) of the Textile Fiber Products Identification Act, such records of the fiber content of textile fiber products as will show the information set forth on the stamps, tags, labels, or other identification removed by respondents, together with the name or names of the person or persons from whom such textile fiber products were received, when substituting stamps, tags, labels or other identification pursuant to Section 5(b) of the Textile Fiber Products Identification Act.

It is further ordered, That respondents notify the Commission at

least 30 days prior to any change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

IN THE MATTER OF

HENRY GOLD TRADING AS QUALITY CRAFTS OF
ARLINGTON

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
TRUTH IN LENDING AND THE FEDERAL TRADE COMMISSION ACTS

Docket C-1807. Complaint, Oct. 7, 1970—Decision, Oct. 7, 1970

Consent order requiring an individual of Alexandria, Va., seller of crystal, flatware, china, and other merchandise at retail, to cease violating the Truth in Lending Act by failing to use on installment contracts the terms "cash price," "cash downpayment," "unpaid balance of cash price," "amount financed," "finance charge," "total payments," and "deferred payment price" as prescribed by Regulation Z of the Act; inducing customers to sign blank or partially completed promissory notes and failing to furnish a copy of the executed notes; failing to disclose to customers the right-to-cancel the sale within 3 days, on sales made in the home; and preserving credit customers' rights or defenses if their notes are turned over to third parties.

COMPLAINT

Pursuant to the provisions of the Truth in Lending Act and the implementing regulation promulgated thereunder, and the Federal Trade Commission Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Henry Gold, an individual trading as Quality Crafts of Arlington, hereinafter referred to as respondent, has violated the provisions of said Acts and implementing regulation, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

Complaint

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PARAGRAPH 1. Respondent Henry Gold is an individual trading as Quality Crafts of Arlington, with his office and principal place of business located at 5513 Vine Street, Alexandria, Virginia.

PAR. 2. Respondent is now and for sometime last past has been engaged in the offering for sale, sale and distribution of crystal, flatware, china and other articles of merchandise at retail to the public.

COUNT I

Alleging violations of the Truth in Lending Act and the implementing regulations promulgated thereunder, and of the Federal Trade Commission Act, the allegations of Paragraphs One and Two hereof are incorporated by reference in Count I as if fully set forth verbatim.

PAR. 3. Since July 1, 1969, in the ordinary course and conduct of his business as aforesaid, respondent has regularly extended consumer credit as "consumer credit" is defined in Regulation Z, the implementing regulation of the Truth in Lending Act duly promulgated by the Board of Governors of the Federal Reserve System.

PAR. 4. Subsequent to July 1, 1969, respondent, in the ordinary course and conduct of his business and in connection with his credit sales as "credit sale" is defined in Regulation Z, has caused and is causing customers to execute retail installment contracts, hereinafter referred to as "the contract." Respondent makes no other written disclosures in order to comply with the Truth in Lending Act.

By and through the use of the contract, respondent:

1. Fails to use the term "cash price," as defined in Section 226.2(i) of Regulation Z, to describe the price of the merchandise or services purchased, as required by Section 226.8(c)(1) of Regulation Z.

2. Fails to use the term "cash downpayment" to describe downpayments in money, as required by Section 226.8(c)(2) of Regulation Z.

3. Fails to use the term "unpaid balance of cash price" to describe the difference between the cash price and the cash downpayment, as required by Section 226.8(c)(3) of Regulation Z.

4. Fails to use the term "amount financed" to describe the amount of credit extended to the customer, as required by Section 226.8(c)(7) of Regulation Z.

5. Fails to use the term "finance charge" to describe the total cost of credit, determined in accordance with Section 226.4 of Regulation Z, as required by Section 226.8(c)(8)(i) of Regulation Z.

6. In a number of instances fails to disclose the finance charge expressed as an annual percentage rate, as required by Section 226.8(b)(2) of Regulation Z.

7. Fails to disclose the terms "finance charge" and "annual percentage rate" more conspicuously than other required terminology, as required by Section 226.6(a) of Regulation Z.

8. Fails to use the term "total of payments" to describe the sum of payments scheduled to repay the indebtedness, as required by Section 226.8(b)(3) of Regulation Z.

9. Fails to use the term "deferred payment price" to describe the sum of the cash price, other charges, and the finance charge, as required by Section 226.8(c)(8)(ii) of Regulation Z.

10. Fails to identify the method of computing any unearned portion of the finance charge in the event of prepayment of the obligation, as required by Section 226.8(b)(7) of Regulation Z.

11. Fails to disclose the date on which the finance charge begins to accrue, that date being different from the date of the transaction, as required by Section 226.8(b)(1) of Regulation Z.

PAR. 5. By and through the respondent's aforesaid failure to make the disclosures in the manner and form set forth in Paragraph Four hereof, respondent failed to comply with the requirements of Regulation Z, the implementing regulation of the Truth in Lending Act duly promulgated by the Board of Governors of the Federal Reserve System. Pursuant to Section 105 of that Act, such failure to comply constitutes a violation of the Truth in Lending Act, and pursuant to Section 108 thereof, respondent thereby violated the Federal Trade Commission Act.

COUNT II

Alleging violations of Section 5 of the Federal Trade Commission Act, the allegations of Paragraphs One and Two hereof are incorporated by reference in Count II as if fully set forth verbatim.

PAR. 6. In the course and conduct of his business as aforesaid, respondent now causes, and for some time last past has caused, his said merchandise, when sold, to be shipped from his place of business in the State of Virginia to purchasers thereof located in the District of Columbia and in various other States of the United States, and maintains, and at all times mentioned herein has maintained, a substantial course of trade in said merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 7. In the course and conduct of his business as aforesaid, respondent, through door-to-door salesmen, is and for some time last past has been engaged in the following unfair and deceptive acts and practices.

In connection with the credit transactions involving respondent's

retail installment contracts, more fully described in Count I hereinabove, respondent also induces his customers to execute blank promissory notes, the terms of which respondent completes at a later time. These promissory notes are in the amount of the customer's remaining indebtedness, the amount of the "total of payments" in his retail installment contract. Further, respondent fails to provide his customers with a copy of the executed promissory note at the time of consummation of the sale or at anytime thereafter.

PAR. 8. In the course and conduct of his aforesaid business, and at all times mentioned herein, respondent has been, and now is, in substantial competition, in commerce, with corporations, firms and individuals engaged in the sale of products of the same general kind and nature as those sold by respondent.

PAR. 9. The aforesaid acts and practices of respondent as alleged in Paragraph Seven were, and are, all to the prejudice and injury of the public and of respondent's competitors and constituted, and now constitute, unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce, in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act, the Truth in Lending Act and the implementing Regulation promulgated thereunder; and

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondent of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the

sion hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent is an individual trading as Quality Crafts of Arlington, with his office and principal place of business located at 5513 Vine Street, Alexandria, Virginia.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

It is ordered, That respondent Henry Gold, an individual trading as Quality Crafts of Arlington, or trading or doing business under any other name or form of business, and respondent's agents, representatives and employees, directly or through any corporate or other device, in connection with the consumer credit sale of crystal, china, flatware, or any other merchandise or services, as "credit sale" is defined in Regulation Z (12 CFR Part 226) of the Truth in Lending Act (Public Law 90-321, 15 U.S.C. 1601 *et seq.*), do forthwith cease and desist from:

1. Failing to use the term "cash price," as defined in Section 226.2(i) of Regulation Z, to describe the price of the merchandise or services purchased, as required by Section 226.8(c)(1) of Regulation Z.

2. Failing to use the term "cash downpayment" to describe the downpayment in money, as required by Section 226.8(c)(2) of Regulation Z.

3. Failing to use the term "unpaid balance of cash price" to describe the difference between the cash price and the cash downpayment, as required by Section 226.8(c)(3) of Regulation Z.

4. Failing to use the term "amount financed" to describe the amount of credit extended, as required by Section 226.8(c)(7) of Regulation Z.

5. Failing to use the term "finance charge" to describe the total cost of credit determined in accordance with Section 226.4 of Regulation Z, as required by Section 226.8(c)(8)(i) of Regulation Z.

6. Failing to disclose the finance charge expressed as an annual percentage rate, computed in accordance with Section 226.5 of Regulation Z, as required by Section 226.8(b)(2) of Regulation Z.

7. Failing to disclose the terms "annual percentage rate" and "finance charge" more conspicuously than other required terminology, as required by Section 226.6(a) of Regulation Z.

8. Failing to use the term "total of payments" to describe the sum of payments scheduled to repay the indebtedness, as required by Section 226.8(b)(3) of Regulation Z.

9. Failing to use the term "deferred payment price" to describe the sum of the cash price, other charges, and the finance charge, as required by Section 226.8(c)(8)(ii) of Regulation Z.

10. Failing to identify the method of computing any unearned portion of the finance charge in the event of prepayment of an obligation, as required by Section 226.8(b)(7) of Regulation Z.

11. Failing to disclose the date on which the finance charge begins to accrue, when that date is different from the date of the transaction, as required by Section 226.8(b)(1) of Regulation Z.

12. Engaging in any credit sale without making all disclosures that are required to be made in connection with that credit sale in the manner and form prescribed by Sections 226.6 and 226.8 of Regulation Z.

It is further ordered, That Henry Gold, an individual trading as Quality Crafts of Arlington, or under any other name or names, and respondent's representatives, agents and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of crystal, china, flatware or any other merchandise or services, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Inducing or causing purchasers or prospective purchasers of respondent's merchandise to sign blank or partially completed promissory notes or any other contractual instruments.

2. Failing or refusing to provide purchasers of respondent's merchandise with a copy of the executed promissory note and any other document evidencing the purchaser's transaction or obligation at the time of execution by the purchaser.

3. Assigning, selling or otherwise transferring respondent's notes, contracts or other documents evidencing a purchaser's indebtedness, unless any rights or defenses which the purchaser has and may assert against respondent are preserved and may be asserted against any assignee or subsequent holder of such note, contract or other such documents evidencing the indebtedness.

4. Failing to include the following statement clearly and conspicuously on the face of any note, contract or other evidence of indebtedness executed by or on behalf of respondent's customers:

Decision and Order

"NOTICE"

"Any holder of this instrument takes it subject to all rights and defenses which would be available to the purchaser in any action arising out of the contract or transaction which gave rise to the debt evidenced hereby, notwithstanding any contractual provisions or other agreement waiving said rights or defenses."

5. In connection with any sale made in the buyer's home,

(a) Contracting for any sale which shall become binding on the buyer prior to midnight of the third day, excluding Sundays and legal holidays, after the date of consummation of the transaction.

(b) Failing to disclose, orally prior to the time of sale, and in writing on any conditional sales contract, promissory note or other instrument executed by the buyer with such conspicuousness and clarity as likely to be observed and read by such buyer, that the buyer may rescind or cancel the sale by directing or mailing a notice of cancellation to respondent's address prior to midnight of the third day, excluding Sundays and legal holidays, after the date of the sale. Upon such cancellation the burden shall be on respondent to collect any goods left in buyer's home and to return any payments received from the buyer. Nothing contained in this right-to-cancel provision shall relieve buyers of the responsibility for taking reasonable care of the goods prior to cancellation and during a reasonable period following cancellation.

(c) Failing to provide a separate and clearly understandable form which the buyer may use as a notice of cancellation.

(d) Negotiating any conditional sales contract, promissory note, or other instrument of indebtedness to a finance company or other third party prior to midnight of the fifth day, excluding Sundays and legal holidays, after the date of execution by the buyer.

(e) *Provided, however,* That nothing contained in paragraph 5 of this order shall relieve respondent of any additional obligations respecting contracts made in the home required by Federal law or the law of the State in which the contract is made. When such obligations are inconsistent respondent can apply to the Commission for relief from this provision with respect to contracts executed in the state

Order

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in which such different obligations are required. The Commission, upon proper showing, shall make such modifications as may be warranted in the premises.

It is further ordered, That respondent shall forthwith deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of respondent's products or services, and shall secure from each such salesman or other person a signed statement acknowledging receipt of said order.

It is further ordered, That the respondent herein shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

It is further ordered, That respondent notify the Commission at least thirty (30) days prior to any proposed change in respondent's business such as assignment or sale, resulting in the emergence of a successor business, corporate or otherwise, the creation of subsidiaries, or any other change which may affect compliance obligations arising out of the order.

IN THE MATTER OF

PINROS AND GAR CORPORATION

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-1808. Complaint, Oct. 14, 1970—Decision, Oct. 14, 1970

Consent order requiring a New York City importer and distributor of transistorized radios from foreign manufacturers to cease and desist from misrepresenting in any manner the number of transistors or other components in respondent's products or the functions of any such component.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Pinros and Gar Corporation, a corporation, hereinafter referred to as respondent, has engaged in acts and practices contrary to the Commission's Trade Regulation Rule relating to Deception as to Transistor Count in Radio Receiving Sets, Including Transceivers (16 CFR 414) and by this and other means has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest,

hereby issues its complaint stating its charge in that respect as follows:

PARAGRAPH 1. Respondent Pinros and Gar Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 862 Avenue of the Americas, New York, New York.

PAR. 2. Respondent is now, and for some time last past has been, engaged in importing transistorized radios from foreign manufacturers, buying transistorized radios from various suppliers and jobbers and distributing these radios to wholesale and retail purchasers for resale to the purchasing public.

PAR. 3. In the course and conduct of its business as aforesaid, respondent now causes, and for some time last past has caused its products to be imported into the United States or brought from various importers, suppliers and jobbers in the United States and, when sold, to be shipped from its place of business in the State of New York to purchasers thereof located in various other States of the United States, and maintains, and at all times mentioned herein has maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of its business, respondent makes or transmits representations in promotional materials and on labels attached to or imprinted on the radios concerning the number of transistors contained in the radios exported as aforesaid and imported, bought and distributed by it in the United States in the manner above described.

PAR. 5. In the course and conduct of its business, respondent makes or transmits representations in promotional materials and on labels attached to or imprinted on the radios concerning the number of "Solid State" devices contained in the radios imported, bought and distributed by it and thereby represents, directly or by implication, that a particular set so described contains that number of transistors.

PAR. 6. In representing directly or indirectly the number of transistors or "Solid State" devices contained in its radios, respondent has transmitted transistor counts to its customers that have included in the count transistors that do not perform the recognized and customary functions of radio set transistors in the detection, amplification and reception of radio signals.

PAR. 7. On May 14, 1968, after due notice and hearing, the Commission promulgated its Trade Regulation Rule relating to Decep-

tion as to Transistor Count of Radio Receiving Sets, Including Transceivers (16 CFR 414), effective December 10, 1968. On the basis of its findings, as set out in the "Accompanying Statement of Basis and Purpose" of the said Trade Regulation Rule, the Commission determined that it constitutes an unfair method of competition and an unfair and deceptive act or practice to:

Represent, directly or by implication, that any radio set contains a specified number of transistors when one or more of such transistors: (1) are dummy transistors; (2) do not perform the recognized and customary functions of radio set transistors in the detection, amplification and reception of radio signals; or (3) are used in parallel or cascade applications which do not improve the performance capabilities of such sets in the reception, detection and amplification of radio signals.

PAR. 8. Notice is hereby given that the presentation of evidence in the course of a hearing in this proceeding may be required to dispose of the issues that may arise as a result of the allegations contained in Paragraphs One through Seven herein, and that if the issues presented as a result of the allegations contained in those Paragraphs should be resolved in substantiation of such allegations then the above Trade Regulation Rule is relevant to the alleged practices of the respondent. Therefore, the respondent is given further notice that it may present evidence, according to Section 1.12 (c) of the Commission's Procedures and Rules of Practice, to show that the above Trade Regulation Rule is not applicable to the alleged acts or practices of respondent. If the Commission should find that the above Rule is applicable to the alleged acts or practices of the respondent, then it will proceed to make its findings, conclusions, and final order in this proceeding on the basis of that Rule. A copy of the Rule and Accompanying Statement of Basis and Purpose, marked Appendix A,* is attached hereto and made a part of this pleading.

PAR. 9. The aforesaid methods of competition and acts and practices of respondent, as alleged in Paragraph Eight hereof, were and are contrary to the provisions and requirements of the Commission's Trade Regulation Rule relating to Deception as to Transistor Count of Radio Receiving Sets, Including Transceivers (16 CFR 414), and thereby constituted, and now constitute, unfair methods of competition in commerce and deceptive acts and practices in commerce, in violation of Section 5 of the Federal Trade Commission Act.

* Appendix A was omitted in printing. Trade Regulation Rule relating to Deception as to Transistor Count in Radio Receiving Sets, Including Transceivers, effective December 10, 1968, appears in Title 16 of the Code of Federal Regulations Section 414.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act; and

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondent of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in § 2.34(b) of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Pinros and Gar Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 862 Avenue of the Americas, New York, New York.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

It is ordered, That respondent Pinros and Gar Corporation, a corporation, and its officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the manufacturing, advertising, offering for sale, sale or distribution of radio receiving sets, including transceivers, or any other product, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, through the use of the terms transistor or "Solid State" or any other word or phrase

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that any radio set contains a specified number of transistors when one or more such transistors: (1) are dummy transistors; (2) do not perform the recognized and customary functions of radio set transistors in the detection, amplification and reception of radio signals; or (3) are used in parallel or cascade applications which do not improve the performance capabilities of such sets in the reception, detection and amplification of radio signals: *Provided however*, That nothing herein shall be construed to prohibit in connection with a statement as to the actual transistor count (computed without inclusion of transistors which do not perform the functions of detection, amplification and reception of radio signals), a further statement to the effect that the sets in addition contain one or more transistors acting as diodes or performing auxiliary or other functions when such is the fact.

2. Misrepresenting, in any manner, the number of transistors or other components in respondent's products or the functions of any such component.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That respondent notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of this order.

It is further ordered, That the respondent herein shall within sixty (60) days after service upon it of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission, with Commissioner Elman not participating.

IN THE MATTER OF

VOLTAIRE TIME, INC., DOING BUSINESS AS GERMINAL, ETC.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-1809. Complaint, Oct. 16, 1970—Decision, Oct. 16, 1970

Consent order requiring a New York City distributor of watches to cease misrepresenting that it operates a factory in Switzerland, that its prospective

customers have been specially selected or that it intends to sell watches through stores in the United States, that its watches are in limited supply and will be sold in the future at higher prices, falsely misrepresenting savings available to purchasers, or that watches have been in continuous manufacture since 1848 or have been purchased by Americans in Europe, falsely guaranteeing the watches, and failing to disclose the true metal composition of the watches.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Voltaire Time, Inc., a corporation, doing business as Germinal and Germinal Voltaire, and Maurice Elk, individually and as an officer of said corporation, hereinafter referred to as respondents, have violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Voltaire Time, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its principal office and place of business located at 630 Fifth Avenue, Rockefeller Center, New York, New York. Voltaire Time, Inc., does business under the names Germinal and Germinal Voltaire.

Respondent Maurice Elk is an individual and an officer of corporate respondent Voltaire Time, Inc. He formulates, directs and controls the acts and practices of said corporate respondent, including the acts and practices hereinafter set forth. His address is the same as that of the corporate respondent.

PAR. 2. Respondents are now, and for some time last past have been, engaged in advertising, offering for sale, sale and distribution of watches to the public.

PAR. 3. In the course and conduct of their business as aforesaid, respondents now cause, and for some time last past have caused, their said products, when sold, to be shipped from their place of business in the State of New York to purchasers thereof located in various other States of the United States, and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their aforesaid business, and for the purpose of inducing the purchase of their products, the respondents have made, and are now making, numerous statements and

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representations in promotional material consisting of a form letter, brochure, price list and a combined questionnaire and order blank sent to the purchasing public, with respect to the foreign location of the company distributing said material, the selection of recipients of said mailings, the purpose thereof, the prices of the products offered, the savings to purchasers, the reputation of said products, their history and the length of time on the market, the advertised guarantee, and the precious metal composition of said products.

Typical and illustrative of said statements and representations, but not all inclusive thereof, are the following:

The Letter:

GERMINAL,
Switzerland.

Bonjour et salutations de la Suisse.

We are sending this letter to a select group of American business and professional people like yourself who have been recommended to us by an American research organization.

The courtesy we ask is that you read this letter and favor us with the answers to the enclosed questionnaire. In appreciation for your co-operation, we shall do our utmost to reward you for your kind help and assistance. (Please Read On)

Here in Neuchatel, the traditional home of fine watchmaking for more than 300 years, our master craftsmen produce the world famous Germinal-Voltaire watch. "One Of The World's Truly Fine Watches Since 1848." And here each year American travelers choose these famous watches to bring home as treasured gifts and exquisite samples of Swiss precision and beauty.

So, although many Americans wear our watches, they have never actually been sold in the U.S.A. But now after 117 years we are finally entering the American Market. Soon we hope many hundreds of fine stores in your great country will recommend these distinguished watches to their favored customers . . . and this is why we write to you.

As a person successful in the professions and commerce you can save us time and money in our marketing plans. We will be undertaking extensive advertising in America and we are most anxious to place our advertising where it will best be seen by people like yourself—would you help us by filling in and returning the enclosed questionnaire in the free envelope—it is a two minute favor that will be warmly appreciated.

We are also enclosing the brochure of the first selection of watches to be offered to the American market. In return for your participating interest we offer you to share in the shipment of these watches which is now in New York duty-paid.

Instead of the suggested retail prices at which these watches will be sold in the near future, you may select any watch of the collection and order it for just one-third of the price—you save two-thirds. This is our way of thanking you for your co-operation. You may select more than one watch if you wish, but no more than one of any style due to the limitation of this shipment.

Please fill in the questionnaire and mail to our New York office in the free envelope. On the back of the questionnaire is the invoice to order your reward at 2/3 OFF. We beg you not to delay or put off your reply. In the first place

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your immediate answers to our market questions is needed to complete our survey. Also the initial supply of watches forces us to limit this offer only to that quantity now in New York duty-paid.

Yours faithfully,

MAURICE ELQUE, *Secrétaire.*

The Brochure:

One of the World's Truly Fine Watches Since 1848
 Available soon in America—for the first time in 118 years
 . . . It is guaranteed against defects in manufacture
 Each watch is fitted with an unbreakable mainspring, guaranteed for life.

* * * * *

Shown here is our new, recently completed factory.

* * * * *

We welcome inspection of our plant and extend to you a warm and personal invitation to visit us when and if you come to Switzerland.

The Price List:

All Germinal Voltaire Watches Carry A Lifetime Written Service Guarantee*	
Style Number:	Your Cost**
USA-100 -----	\$ 75.00 \$25.00
* * * * *	* * * * *
USA-217 -----	270.00 90.00

* On all moving parts against breakage.

The Questionnaire:

QUESTIONNAIRE * Please fill out this questionnaire and mail it to our New York office in the postage-paid envelope provided.

1. What is your favorite newspaper?

Name _____ From (city or town) _____

2. Which section of your newspaper do you turn to first? (Check the appropriate one.)

News Financial Sports

3. What are your two favorite magazines? _____

4. If you wished to purchase a fine watch, to which store in your community would you go?

Name _____

Location _____

5. *OPTIONAL _____

Your Name _____

Address _____

City _____ State _____

PAR. 5. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not expressly set out herein the respondents have represented, and are now representing, directly or by implication, that:

1. The letter with enclosed printed material is a solicitation from a company named Germinal with factory and headquarters located in Switzerland and with United States offices located at 630 Fifth Avenue, New York, New York.

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2. (a) The letter and the accompanying printed material are being sent to a select group of successful business and professional persons; (b) the purpose of the solicitation is to obtain advertising and marketing information for use in connection with the imminent offering for sale of Germinal-Voltaire watches through stores in the United States, and (c) in return for completing an enclosed questionnaire recipients are given the opportunity to share at a reduced price in a shipment of such watches from Switzerland which is now in New York, duty-paid.

3. The selling prices of the watches offered in respondents' letter and other promotional material are a reduced introductory offer of one-third of the prevailing prices at which said watches will immediately thereafter be sold only in stores in the United States, and that persons who buy now will save two-thirds of said prices.

4. The Germinal-Voltaire watches advertised by respondents

- (a) Are world famous,
- (b) Have been manufactured continuously since 1848,
- (c) Have been previously purchased in Europe by Americans and
- (d) Have never before been sold in the United States.

5. Through use of the statements "guaranteed against defects in manufacture," "unbreakable mainspring guaranteed for life" and "lifetime written service guarantee," that said watches are unconditionally guaranteed against manufacturing defects, that the mainspring is unconditionally guaranteed for the life of the purchaser, and that respondents will unconditionally service said watches without charge for the life of the purchaser.

PAR. 6. In truth and in fact:

1. The letter with enclosed printed matter is not a direct solicitation by a company named Germinal with headquarters and a factory located in Switzerland and with United States offices at 630 Fifth Avenue, New York, New York, but it is a solicitation by Voltaire Time, Inc., a New York corporation, with its office at said address which does not own or operate a factory wherein said watches are manufactured.

2. (a) The persons to whom said letters and accompanying printed material are sent are not a select group of successful business and professional persons; but are persons whose names were included in a general mailing list; (b) The purpose of said solicitation is not to obtain advertising and marketing information for use in connection with the imminent offering for sale of Germinal-Voltaire watches through stores in the United States; but for the purpose of then and there selling watches to recipients of such promotional material; and (c) The watches are not being sold at a reduced price, recipients are not being given a reduced price for completing

a questionnaire nor are the watches limited to one shipment from Switzerland or otherwise available only in limited supply. Said watches are being sold at their usual and customary prices and are from a stock of watches maintained by repeated shipments from Switzerland.

3. Respondents have been offering Germinal-Voltaire watches direct to the purchaser exclusively by mail in the manner above described at the same prices for more than the past two years and, therefore, the prevailing prices of said watches are not respondents' suggested retail prices at which they say they will be sold immediately thereafter only through stores in the United States; but the prices at which said watches are actually being sold, and therefore, the represented reductions in prices of said watches and the savings based thereon are a fabrication and a delusion. Nor has the representation that such watches will be sold through retail stores been borne out.

4. The Germinal-Voltaire watches advertised by respondents:

(a) Are not world famous. They are known only through respondents' promotional material whose distribution is confined to the United States,

(b) Have been manufactured only since 1965,

(c) Have not been previously sold in Europe, hence could not have been previously purchased there by Americans, and

(d) Have been sold in the United States since the respondents started their promotion by mail in 1965.

5. Respondents' advertised guarantees of watches, parts thereof or of service are not unconditional. Instead, they are subject to conditions, limitations and charges which are not set forth in the advertising and the "lifetime" referred to is that of the watch and not that of the purchaser or original user.

Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof were, and are, false, misleading and deceptive.

PAR. 7. Respondents' watches are in cases, the bezels of which have been treated or processed to simulate gold or gold alloy. Certain of the wristbands attached to respondents' watches have been likewise so treated or processed. Said watch cases are not marked to disclose clearly that the bezels are composed of base metal nor are the said wristbands so marked. The practice of respondents in offering for sale and selling watches with bezels and wristbands so treated or processed without clearly disclosing their true metal composition has the tendency and capacity to lead members of the purchasing public to believe that said bezels or said wristbands are composed of gold or gold alloy.

Therefore, respondents' failure to clearly disclose the true metal content of said watch parts or attachments is false, misleading and deceptive.

PAR. 8. In the course and conduct of their aforesaid business, and at all times mentioned herein, respondents have been, and now are, in substantial competition, in commerce, with corporations, firms and individuals in the sale of watches of the same general kind and nature as those sold by respondents.

PAR. 9. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' product by reason of said erroneous and mistaken belief.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, were, and are, all to the prejudice and injury of the public and of respondents' competitors and constituted, and now constitute, unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Commission having heretofore determined to issue its complaint charging the respondents named in the caption hereof with violation of the Federal Trade Commission Act, and the respondents having been served with notice of said determination and with a copy of the complaint the Commission intended to issue, together with a proposed form of order; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the complaint to issue herein, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having considered the agreement and having accepted same, and the agreement containing consent order having thereupon been placed on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in § 2.34(b) of its Rules, the Commission hereby issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent Voltaire Time, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 630 Fifth Avenue, Rockefeller Center, New York, New York. Voltaire Time, Inc., does business under the names Germinal and Germinal Voltaire.

Respondent Maurice Elk is an officer of said corporation. He formulates, directs and controls the policies, acts and practices of said corporation, and his address is the same as that of said corporation.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

It is ordered, That respondents Voltaire Time, Inc., a corporation, trading as Germinal or Germinal Voltaire or under any other name or names, and its officers, and Maurice Elk, individually, and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of watches or any other products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing directly or by implication:

(a) That respondents have business headquarters or a factory located in Switzerland with offices located in the United States; or

(b) That letters, advertising, or promotional or other printed material are distributed or caused to be distributed by a business based in Switzerland.

2. Misrepresenting, in any manner, the location or domicile of respondents' business or the source or origin of respondents' solicitation, advertisements, goods, products or services.

3. Representing, directly or by implication, that respondents own or operate a factory or manufacture the products offered for sale and sold by them.

4. Representing, directly or by implication, that persons to whom advertising, promotional or other material is sent or offers of sale are made are specially selected; or misrepresenting, in any manner, the class or category of persons to whom such material is sent or to whom offers are made.

5. Representing, directly or by implication, that the purpose of solicitations or inquiries is to obtain advertising or marketing information for use in connection with the offering for sale of

watches or other products through stores in the United States; or misrepresenting, in any manner, the intent or purpose for which any solicitation, survey or inquiry is made.

6. Representing, directly or by implication, that said products are to be offered in stores in the United States.

7. Representing, directly or by implication, that said watches or any other products are being offered at a reduced price in return for the recipient completing a questionnaire.

8. Representing, directly or by implication, that said watches or any other products are in limited supply or that the offer is limited or restricted as to time or in any other manner unless any represented limitation or restriction in fact existed and was in good faith imposed and adhered to.

9. Representing, directly or by implication, that any amount is the price at which watches or any other product will be sold at a future time unless said watches or other products were, within the represented future time, put on the market in substantial numbers and in good faith offered to the public at the represented prices, in the usual course of business, and for a substantial period of time.

10. Representing, directly or by implication, that any retail price for watches or any other product is a reduced price unless such price constitutes a significant reduction from an established selling price at which said watches or other products have been sold in substantial quantities by respondents at retail in the recent regular course of business.

11. Falsely representing, in any manner, that savings are available to purchasers or prospective purchasers of respondents' products or misrepresenting, in any manner, the amount of savings available to purchasers or prospective purchasers of respondents' products.

12. Representing, directly or by implication, that watches offered for sale and sold by respondents:

(a) Are world famous or,

(b) Have been manufactured continuously since 1848 or,

(c) Have been previously purchased by Americans in Europe or,

(d) Have never before been sold in the United States.

13. Misrepresenting, in any manner, the reputation of watches or products or the places where or the length of time during which they have been manufactured or sold.

14. Representing, directly or by implication, that watches or products or the services in connection therewith are guaranteed unless the extent and nature of the guarantee, the identity of

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the guarantor and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

15. Offering for sale or selling watches, the cases or the attached wristbands of which are in whole or in part composed of base metal which has been treated with an electrolytically applied flashing or coating of precious metal of less than $1\frac{1}{2}/1000$ of an inch over all exposed surfaces after completion of all finishing operations, without clearly and conspicuously disclosing respectively on both such cases and attached wristbands or parts that they are base metal which have been flashed or coated with a thin and unsubstantial coating.

16. Offering for sale or selling watches, the cases or the attached wristbands of which are in whole or in part composed of base metal which have been treated to simulate precious metal, without clearly and conspicuously disclosing on both such cases and wristbands the true respective metal composition of such cases, wristbands or parts thereof.

17. Misrepresenting, in any manner, the metal content or composition of any of respondents' products.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission, with Commissioner Elman not participating.

IN THE MATTER OF

PRESSMAN TOY CORPORATION, Docket No. 7067
EMPIRE PLASTIC CORPORATION, Docket No. 7069

DISMISSAL ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF SEC.
2(A) OF THE CLAYTON ACT

Complaints, Feb. 20, 1958—Decision, Oct. 20, 1970

Order reopening the proceedings against two New York City toy manufacturers, rescinding the Commission's orders to cease and desist, and dismissing the complaints against each.

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ORDER AND DECISION REOPENING PROCEEDINGS, RESCINDING ORDERS
AND DISMISSING COMPLAINTS

The Commission having issued orders to cease and desist against respondent Pressman Toy Corporation on August 1, 1959 [56 F.T.C. 130], and against respondent Empire Plastic Corporation on July 7, 1958 [55 F.T.C. 103]; and having issued on August 7, 1970, its order to show cause why these proceedings should not be reopened for the purpose of rescinding its said orders to cease and desist and dismissing its complaints; and having served its said order to show cause upon the respondents; and

The Commission being of the opinion that the order to show cause raises no substantial issue of fact requiring resolution; and

The Commission for the reasons set forth in its order to show cause being of the opinion that the public interest will best be served by reopening the proceedings herein, rescinding its orders to cease and desist, and dismissing its complaints,

It is ordered, That these matters be, and they hereby are, reopened as to the respondents named herein.

It is further ordered, That the Commission's orders to cease and desist issued against Pressman Toy Corporation August 1, 1959 [56 F.T.C. 130], and against Empire Plastic Corporation July 7, 1958 [55 F.T.C. 103], be, and they hereby are, rescinded as to each respondent, and that the complaints as to such respondents be, and they hereby are, dismissed.

IN THE MATTER OF

WILLIAM A. JONES DOING BUSINESS AS
ILLINOIS COLLECTION SERVICE

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-1810. Complaint, Oct. 20, 1970—Decision, Oct. 20, 1970

Consent order requiring a Joliet, Ill., individual engaged in the business of operating a debt collection agency to cease using debt collection forms which simulates a government document or inaccurately states the rights of a creditor against a debtor, using any envelope which appears governmental or has a Washington, D.C., return address without indicating that it is not from the United States Government, threatening legal action, and threatening to contact delinquent's debtor's employer.

