

Syllabus.

IN THE MATTER OF
NATIONAL REMEDY COMPANY, CHARLES S. JONES,
SADIE E. JONES, R. C. SNELL.

COMPLAINT, FINDINGS AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SECTION 5 OF AN ACT OF CONGRESS APPROVED SEPTEMBER 26, 1914.

Docket 1206—March 11, 1925.

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Where a corporation engaged in the manufacture and sale of stock and poultry medicines, and its representatives, and officers; in pursuance of a plan for disposing of its products, which included the solicitation of suburban and small town retail dealers and the use of long, blank "CONSIGNMENT CONTRACTS," printed partly in fine type, whereby the "agent" (dealer) agreed among other things to send the company a list of 100 of his best customers, and their addresses, to reach it within ten days from date of agreement, and a monthly itemized statement of goods unsold, with a remittance for goods sold, to reach it between the 25th and the last day of the month, failure to perform in any respect to give the company the right to charge him full invoice price for goods in hand, less a stated commission, which charge he bound himself to pay in cash, together with "costs, attorney fees and expenses of collection * * *";

- (a) Falsely represented the nature, effect and terms of the foregoing instrument;
- (b) Obtained signatures thereto by such misrepresentations and by falsely representing that (1) its products would be placed in the signer's store for display, (2) he was not to purchase the same but would be allowed a stated commission as compensation for the sale thereof; (3) its agents would call periodically upon him to collect for, check up and replenish goods, (4) would furnish blank forms for the list and inventories, and (5) its contract was merely an order;
- (c) Prevented signers from reading such contract by trickery by (1) urging the signer to haste in signing, (2) soliciting his signature upon customers' arrival or when he was otherwise distracted, (3) holding the contract so as to make it difficult or impossible for him to see it all clearly; and (4) failing to furnish him with a copy thereof; and
- (d) Solicited and obtained payment from signers by falsely representing that (1) it had refused to accept products returned, and storage charges were accumulating, (2) it had placed a claim in the hands of a collection agency, and (3) by writing them in the guise of a fictitious collection agency demanding payment;

With the result that it disposed of and collected for, a large proportion of its products, to the prejudice of competitors who did not make false and fraudulent statements or use coercive methods or trickery:

Held, That such practices, under the circumstances set forth, constituted unfair methods of competition.

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Mr. L. B. Perkins for the Commission.

Denman & Wilson of Toledo, Ohio, and *Hayes & Hayes* of Washington, D. C., for respondent.

COMPLAINT.

Acting in the public interest pursuant to the provisions of an Act of Congress approved September 26, 1914, entitled "An Act To create a Federal Trade Commission, to define its powers and duties, and for other purposes," the Federal Trade Commission charges that the National Remedy Company, Charles S. Jones, Sadie E. Jones, and R. C. Snell, hereinafter referred to as respondents, have been and are using unfair methods of competition in interstate commerce in violation of the provisions of Section 5 of said Act, and states its charges in that respect as follows:

PARAGRAPH 1. Respondent National Remedy Company is a corporation organized under the laws of the State of Ohio with its principal office and place of business in the city of Maumee, in said State. It is, and through its instrumentality respondents Charles S. Jones, Sadie E. Jones, and R. C. Snell are engaged in the manufacture of stock and poultry medicines and remedies, and the sale thereof through retail dealers located at points in various States of the United States, all as hereinafter more particularly set out. In the course and conduct of their said business respondents are in competition with other individuals, partnerships, and corporations engaged in the distribution and sale of similar commodities in interstate commerce.

PAR. 2. For more than a year last past in the course of their aforesaid business respondents, cooperating with each other, have engaged in a scheme to defraud and have defrauded aforesaid retail dealers handling their products in the following manner and by the doing of the following acts and things, to wit:

Respondents Charles S. Jones and R. C. Snell, representing respondent company, visit retail dealers located in various States of the United States and solicit said retail dealers to allow respondents to place with them aforesaid commodities manufactured by respondent company, to be sold by said dealers as agents of said company and to receive as compensation for said sales a certain percentage of the amount at which such remedies are so sold; said respondents represent that such dealers will assume no responsibility in the premises except to account to respondent company for such sales. When the retailers so approached agree to act as agents in the manner above set out, respondents present to such dealers for signature a printed document which respondents Jones and Snell falsely rep-

resent and assert to be an order for said commodities according with aforesaid terms, and by divers other false and fraudulent statements and concealments procure such dealers to sign said purported order. In truth and fact said printed document is in form an executory contract in duplicate which if legally executed would bind, and on its face purports to bind the dealer to act as agent in the sale of said commodities in the manner hereinbefore set out, to supply to respondent corporation within ten days of the execution of said agreement the names of at least one hundred customers of said dealers to whom respondent corporation may send letters advertising said commodities and to render to respondent company monthly accounts of and remittances for the amount of said commodities sold monthly during the life of such contract, and further, that in the event the retailer fails or omits to send such list of customers' names or to make such monthly accounting the products supplied said retailer by respondent company shall become the property of said retailer and he shall immediately become bound and indebted to respondent company for the invoice value thereof less a trade discount.

Upon procuring the signature of said dealer to said document respondents Jones and Snell prevent discovery by said dealers of the deceit above set out, by causing but one original of said document to be signed by the dealer, which single original respondents retain without disclosing the real nature thereof to the dealer until after the breach by him of said purported contract as set out in paragraph 3 hereof.

PAR. 3. After the procurement of aforesaid signed document and after the dealers so signing have failed to supply aforesaid lists of customers' names and/or have failed to render aforesaid monthly accounts and remittances, respondents apprise such dealers of the provisions of such purported contract and demand from such dealers payment in full for aforesaid products in accordance with the terms thereof. In case the dealers upon such demand refuse to pay for such commodities, respondents, in order to intimidate and coerce such dealers to make such payments, send and cause to be sent to such dealers letters purporting to be written by and to be the demand of a collection agency named The Hanna Agency. Said letters are written upon stationery bearing the legend:

Indianapolis, Ind.

Toledo, Ohio

Buffalo, N. Y.

660 Federal Street

THE HANNA AGENCY

DIRECT LEGAL SERVICE

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Said letters assert in substance that the claim of respondent company in the premises has been placed in the hands of such agency for collection and threaten appropriate legal proceedings in the event the dealer fails, upon receipt of such letter, to make such payment. In truth and fact no such collection agency exists, but respondents act directly in the premises, using the name and stationery of such pretended and fictitious agency in the manner and for the purpose above set out.

PAR. 4. By and through the various acts and practices and deceptions all hereinbefore set out, respondents procure many retail dealers located at points in various States of the United States to accept consignments of aforesaid products from respondent company, to sign aforesaid purported contracts fraudulently misrepresented to be orders for said products as hereinbefore set out, and thereafter intimidate and coerce said dealers to retain said products as their own and to pay to respondents therefore large sums of money.

PAR. 5. The above alleged acts and things done by respondents are all to the prejudice of the public and respondents' competitors, and constitute unfair methods of competition in commerce within the intent and meaning of Section 5 of an Act of Congress entitled "An Act To create a Federal Trade Commission, to define its powers and duties, and for other purposes," approved September 26, 1914.

REPORT, FINDINGS AS TO THE FACTS, AND ORDER.

Pursuant to the provisions of an Act of Congress approved September 26, 1914, the Federal Trade Commission issued and served a complaint upon the respondents, National Remedy Company, Charles S. Jones, Sadie E. Jones, and R. C. Snell, charging them with the use of unfair methods of competition in commerce, in violation of the provisions of said act.

Respondents entered their appearance on the 23d day of August, 1924, made answer in writing to said complaint, and entered into an agreed statement of facts in which it is stipulated and agreed by respondents that the Federal Trade Commission shall take such agreed statement of facts as the facts in this case, and in lieu of testimony, proceed forthwith upon such agreed statement of facts to make its findings as to the facts and such order as it may deem proper to enter therein without the introduction of testimony, or the presentation of argument in support of the same, and the Federal Trade Commission being now fully advised in the premises, makes this its findings as to the facts and conclusion:

FINDINGS AS TO THE FACTS.

PARAGRAPH 1. Respondent, National Remedy Company, is a corporation existing and doing business under and by virtue of the laws of the State of Ohio, with its factory and place of business located at 126 West Main Street, Maumee, Lucas County, Ohio. At the time of the issuance of the complaint herein, and for more than one year prior, it had been and now is engaged in the business of manufacturing and selling stock and poultry medicines and remedies to dealers located in the various States of the United States. It causes its said remedies and medicines when sold to be transported from its factory and place of business to said purchasers located in the various States of the United States. It competes with other individuals, partnerships and corporations engaged in the manufacture and/or sale and distribution of stock and poultry medicines and remedies in interstate commerce.

PAR. 2. The directors of said respondent corporation are Charles S. Jones, Sadie E. Jones, Chancy A. Jones, Clifford L. Jones and Nina Sievert. The officers are Chancy A. Jones, president and general manager, Sadie E. Jones, secretary, and Clifford L. Jones, treasurer. Chancy A. Jones and Sadie E. Jones are husband and wife, and Clifford L. and Charles S. Jones are their sons. Nina Sievert is a sister of said Sadie E. Jones. Respondent R. C. Snell at the time of the issuance of the complaint herein was principally engaged as a traveling representative of respondent company.

Prior to the incorporation of respondent National Remedy Company, Chancy A. and Sadie E. Jones lived on a farm at Wadsworth, Ohio, until the latter part of 1922, when said Chancy A. Jones became engaged in selling stock and poultry medicines and remedies for the American Remedy Company, at Tiffin, Ohio, during which time he conceived the idea of engaging, and, about February or March, 1923, did engage, in the manufacture and sale of stock and poultry medicines, in his individual capacity, using the trade name of National Remedy Company, which he later caused to be incorporated as aforesaid.

PAR. 3. In the regular course and conduct of its business as aforesaid, respondent National Remedy Company, through its representatives, particularly said R. C. Snell, has used and was using the following system and plan of disposing of its products:

Retail dealers, usually located in small country towns or in the outlying parts of cities, were approached and personally solicited by the agents and representatives of respondent corporation, who, acting within the scope of their employment, sought

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to induce and did induce said dealers to handle and sell the stock and poultry medicines and remedies of respondent, National Remedy Company, upon the following false, misleading, deceptive and fraudulent representations:

(a) That the goods will be placed in said dealers' stores for display, and

(b) That the dealers are not to buy and pay for these goods, but will be allowed a commission of 33⅓% of the sale price of the products to the consumer as compensation.

(c) That they, said representatives, will call periodically from time to time, to collect, check up and replenish said goods.

By means of the said false and fraudulent representations and inducements, the said agents and representatives of respondent corporation obtained the signatures of the said dealers to a printed document which the said agents and representatives falsely represented as merely "an order," and which is entitled, under a large heading, "Consignment Contract." Said contract, hereinafter set out, is lengthy and contains several clauses printed in fine type. Clause 3 of said contract provides that the dealers are to present a list of not less than 100 of their best customers and their addresses within ten days from the date of the agreement, for use by respondent National Remedy Company, in mailing advertising matter; clause 5, that the dealers will send an itemized statement of all unsold goods and remit for all goods sold each month; clause 6, that should any of the undertakings on the part of the dealers, as expressed in the contract, fail of execution, respondent company can then charge the dealers for the goods in their hands at the contract price less their aforesaid commission.

CONSIGNMENT CONTRACT

The National Remedy Company, a corporation having its office in the City of Maumee, State of Ohio, hereinafter called "Company" and _____ of _____ in the County of _____ State of _____, hereinafter designated as "Agent," hereby agree and contract this _____ day of _____, A. D., 1923, as follows:

1. Said company agrees to ship at its earliest convenience to said agent at _____, State of _____, a consignment of their products, not to consist of more than one dozen each of their package goods, to be sold by said agent on commission, according to the terms and agreements hereinafter mentioned.

2. Said agent agrees to receive the goods shipped according to Item 1 of this Contract, F. O. B. Maumee, Ohio, keep the same well housed and in good condition, and to make good to said company any damages resulting from the improper handling or usage of same until settled for by said agent with said company.

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3. Said agent agrees to keep the goods well displayed in his stores or at his place of business, and to dispose of said goods to his customers. To distribute all advertising matter that may be sent to him by said company as soon as received by said agent; to send said company a list of names by registered mail of not fewer than one hundred of his best customers, with the post office address of each, to whom said company may mail advertising matter, said list to be sent by registered mail so as to be received by said company within ten days from the date of his agreement.

4. Said company agrees to allow said agent a commission of 33 $\frac{1}{3}$ per cent on all goods sold by him, the commission to be based on the prices as mentioned in the following list below.

Retail Prices.

Louse Powder, 25¢ size, one doz.....	\$3. 00
Poultry Tons, 25¢ size, one doz.....	3. 00
Poultry Tons, 50¢ size, one doz.....	6. 00
Stock Tonic, 25¢ size, one doz.....	3. 00
Stock Tonic, 50¢ size, one doz.....	6. 00

Retail Prices.

Worm Powder, 50¢ size, one doz.....	\$6. 00
Heave Powder, 50¢ size, one doz.....	6. 00
Hog Tons, \$1.00 size, one doz.....	12. 00
Cow Tons, 75¢ size, one doz.....	9. 00
Save Your Chicks, one doz.....	6. 00

Retail Prices.

Roup Remedy, 50¢ size, one doz.....	\$6. 00
Healing Powder, 25¢ size, one doz.....	3. 00
Gape & Limberneck, 50¢ size, one doz.....	6. 00
Cholerine, one doz.....	6. 00

5. Said agent agrees that he will not return any goods to said company without the written approval of said company and that he will send said company an itemized statement of all unsold goods and a remittance for all goods sold each month, the first statement and remittance to be mailed to said company so as to be received by said company between the 25th and last day of the month following the date of this contract, and a like remittance and statement each month thereafter so as to be received between the same days of the month until said agency is terminated and all the conditions of this contract to be performed by said agent have been fully performed, but in making the remittance above referred to, the said agent may in each case deduct his commission on the sales of such goods actually made by him, and send to said company the remittance for the net amount due said company.

6. It is mutually agreed that should said Agent fail, neglect or refuse to keep his agreements under this contract, or any of them, either before or after the said contract may have been terminated by said Company as provided in this Contract, then the said Company may, at its option, charge the goods then in the hands of the said Agent to the said Agent, and, in case the option given

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is exercised by said Company the said Agent agrees to pay the said Company for the said goods in the hands of said Agent in cash, at the prices mentioned in this agreement, less a commission of 33 $\frac{1}{3}$ per cent together with costs, attorney fees and expenses of collection, which liability of said Agent shall be in addition to the other liabilities assumed by said Agent hereunder, and which additional liability of said Agent is assumed by him, in case the said option mentioned in this item of this Control is exercised by said Company, whether the said Contract is terminated by said Company or not.

7. It is further agreed that this Contract contains all agreements entered into by either party and it is not subject to countermand by said Agent, and that it shall in no case be valid and binding upon the said Company until the same shall be approved at Maumec, Ohio, by the said Company, and that after said approval it cannot be changed in any of its provisions, in any manner, either verbally or otherwise, by any persons or person, without the written approval of said Company. This Contract is executed in duplicate.

In witness whereof the said parties have hereunto set their hands this day of

A. D., 1923.

THE NATIONAL REMEDY COMPANY,

By ----- *Party of the first part.*----- *Party of the second part.*

PAR. 4. The said agents and representatives of respondent corporation, especially said Snell, sought to and did secure the signature of dealers to the said contract without it being read, by trickery, in so holding it that it was difficult for the dealers to clearly see it; by soliciting such signatures when customers arrive or when the dealers' attention is otherwise distracted; by urging haste; by failing to furnish copies of the proposed contract to said dealers and by other similar means.

PAR. 5. Respondent, National Remedy Company, through its agents, particularly through said R. C. Snell, acting within the scope of their employment, in instances where dealers prior to signing read the said contract and when said dealers called attention to, or objected to the provisions of paragraphs 3, 5 and 6, thereof, repeatedly secured signatures of dealers thereto by the use of the following false, misleading, deceptive and fraudulent statements and representations:

(a) That they resided in the vicinity of said dealers and would personally send in the names of the customers and personally make inventory of the goods as required by said contract, and that they would collect for what had been sold by said parties, less the said commission of 33 $\frac{1}{3}$ per cent, and assured said dealers that clauses 3 and 5 of the said contract might be disregarded.

(b) That they would send blank forms for the list of the names of the said customers and inventories, which they did not have with them, thereby causing said dealers to delay sending in said list of customers beyond the ten days from the date of the contract;

(c) That the provisions of clauses 3 and 5 were waived and would not be required;

(d) That the contract was merely "an order" and would not bind the dealer in any way to pay for the goods.

PAR. 6. After the signatures of dealers are obtained to said contracts the goods enumerated therein are shipped by common carrier, that is, railroad freight, from the factory and place of business of respondent, National Remedy Company, in Maumee, Ohio, direct to the said dealers at their respective places of business in the various States of the United States as aforesaid, and shortly thereafter respondents sent through the mails to the said dealers an unconditional invoice for \$54, the net price of the goods after deducting the 33 $\frac{1}{3}$ per cent, and also a letter after the aforesaid ten days have elapsed, usually in the following form and substance (said letters being kept on hand by respondents in quantity, ready to be sent out with only the date and name and address of the dealer to be added):

MAUMEE, OHIO, April 5, 1923.

Mr. R. D. PULLIAM,

Richmond, Va.

DEAR SIR: We regret to advise that we have found it necessary to exercise the option given us in clause Six of your signed contract by reason of your having failed, neglected or refused to keep your agreements under said contract, namely: to provide us with a list of 100 customers come to hand by registered mail within 10 days from date of contract as specified in clause three, also to send us an itemized statement of goods on hand, together with remittance for goods sold to come to hand between the 25th and last day of each month following the date of the contract.

You no doubt realize that we must protect the strict terms of the contract and since your account has become due and payable, we of course must insist upon a prompt remittance. Clause 6 provides that you will pay for the goods in cash together with costs, Att'y fees and expense of collection.

We trust you will appreciate our position in this matter and that you will let us have your remittance for the amount of \$54.00 at once and by so doing prevent our forwarding same to our Attorney for collection under your contract.

Yours respectfully,

THE NATIONAL REMEDY CO.

Respondents thereupon, if payment was not made, sent letters to such dealers threatening legal proceedings, said letters purporting to come from the Hanna Agency, 660 Federal Street, Toledo, Ohio, and said letters being written upon stationery bearing the legend:

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Indianapolis, Ind.

Toledo, Ohio,
660 Federal Street

Buffalo, N. Y.

THE HANNA AGENCY
DIRECT LEGAL SERVICE.

Mercantile Collections

Respondent corporation by means of said letters and letterheads falsely represented said agency as being in existence and having offices also at Indianapolis, Indiana, and Buffalo, New York, when in fact no such agency existed. The name of V. L. Hanna, 660 Federal Street, Toledo, Ohio, brother of respondent Sadie E. Jones, was used for this purpose, said letters usually being in the following form and language:

THE HANNA AGENCY

Direct Legal Service
Mercantile Collections

TOLEDO OHIO, Aug. 16th, 1923.

Mrs. W. A. BYARS,

Scottsdale, Pa.

DEAR MADAM: We are writing to advise you that a *clam* of \$54.00 has been placed with us for recovery under your signed contract, on our direct service plan, said *clam* was filed by The National Remedy Co. an Ohio corporation who have placed us in position to proceed.

We take it that you are *famillure* with the contract you entered into the original of which we have before us containing the signature of your *frim* and must ask that you confine yourself to the contract as *payrole* evidence cannot be used to change or *waver* the terms of the written instrument.

In order to prevent *embarisment* or *expences* we are going to ask that you mail your check to us for the amount at once or if you prefer you may mail same direct to the corporation with whom you have the contract, making notations in full of account.

We must insist upon your remittance, to come to hand at once otherwise the same will be returned to you.

Yours very *turly*,

THE HANNA AGENCY.

PAR. 7. In cases where any of said dealers returned the goods shipped them by respondents without having paid therefor, respondents accepted such returned goods from the carrier, but falsely represented to said dealers that they had not received and accepted such returned goods and that railroad storage charges were accumulating on the goods which the dealers were expected to pay.

PAR. 8. By means of the aforesaid plan and system and the use of the said false representations and coercive methods, respondent corporation has disposed of a large proportion of its products and collected payment therefor from retail dealers located in many

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different States, among which are Pennsylvania, Iowa, New York, Ohio, West Virginia, Virginia, Delaware, and Michigan.

PAR. 9. There are many concerns, competitors of respondent corporation, which are engaged in selling in interstate commerce their products to retail dealers located in the various States of the United States, and which do not use false and fraudulent statements, coercive methods or trickery in making sales of their products. The said acts and practices of respondent corporation as set out herein tended to and did injure the business and reputation of the said competing concerns.

CONCLUSION.

The practices of the said respondent, under the conditions and circumstances described in the foregoing findings, are unfair methods of competition in commerce, and constitute a violation of the Act of Congress approved September 26, 1914, entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes."

ORDER TO CEASE AND DESIST.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondents and agreed statement of facts filed herein, and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of an Act of Congress approved September 26, 1914, entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes,"

It is now ordered, That the respondents, National Remedy Company, its officers, agents, representatives, servants and employees, and R. C. Snell, cease and desist from directly or indirectly—

(1) Falsely representing the nature and character of any instrument or document used in negotiating or consummating sales of poultry or stock foods, medicines, or remedies;

(2) Obtaining or attempting to obtain signatures of customers or prospective customers to contracts used by respondent, which are or may become contracts for the sale of respondent's products, by false representations concerning the character, effect and terms of said contracts and, more particularly, by the use of false representations to the effect—(a) that its said products will be placed in the signer's store for display, (b) that the signer is not to buy and pay for said products but will be allowed a commission of 33⅓ per cent of the sale price thereof to the consumer as compensation, (c) that the agents

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of respondent will call periodically upon the signer to collect for, check up and replenish said goods, (d) that its contract is merely an order, (e) that the agents of respondent would furnish to the signer blank forms for the list of the names of his customers and monthly inventories.

(3) In preventing the signers from reading its said contracts by trickery in (a) urging the signer to haste, in affixing his signature, (b) in soliciting the signer for his signature when customers arrive or when signer's attention is otherwise distracted, (c) in holding its said contracts as to make it difficult or impossible for the signer to clearly see all or part of the said contract, (d) failing to furnish the signer a copy of the contract he has signed.

(4) Soliciting or obtaining payment from the signers of its contracts by falsely stating or representing (a) that it has refused to accept products the signer has returned and storage charges are accumulating thereon, (b) that it has placed a claim in the hands of a collection agency, and (c) in writing the signers in the guise of a fictitious collection agency demanding payment therefor.

It is further ordered, That the respondents, National Remedy Company, and R. C. Snell, shall within sixty days after the service upon them of a copy 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 the order to cease and desist hereinbefore set out.

Complaint.

IN THE MATTER OF

E. O. OLSON, TRADING AS WORTHINGTON CREAMERY & PRODUCE COMPANY.

COMPLAINT, FINDINGS AND ORDER IN REGARD TO THE ALLEGED VIOLATION OF SECTION 5 OF AN ACT OF CONGRESS APPROVED SEPTEMBER 26, 1914.

Docket 1087—March 17, 1925.

SYLLABUS.

Where an individual engaged in the manufacture and sale of butter and using the station plan, under which cream is assembled at numerous, scattered, and sometimes distant stations in charge of trained and licensed agents, whose duty it is to test and purchase the same from the farmers, concentrate and ship it to the operating creamery, and procure and hold large groups of patrons for the benefit of their employer; in disregard of the collective action of members of the industry denouncing and discontinuing such practices,

- (a) Induced owners of buildings used as stations by his competitors and at which they had built up a large business, to terminate such tenancies and rent the same to him; and
- (b) Induced his competitors' agent to breach their contracts, enter his service, and deliver to him the good will and patronage enjoyed by and belonging to said competitors;

With the result that he surreptitiously acquired thereby a substantial proportion of all his stations, to the prejudice of his competitors who built up their businesses by establishing stations at their own expense or by purchasing the same, and appropriated to his own use and benefit values created by and belonging to such competitors:

Held, That such inducement of breach of contract and appropriation of values, under the circumstances set forth, constituted unfair methods of competition.

Mr. M. Markham Flannery for the Commission.

Mr. J. A. Cashel of Worthington, Minn., for respondent.

COMPLAINT.

Acting in the public interest pursuant to the provisions of an Act of Congress approved September 26, 1914, entitled "An Act To create a Federal Trade Commission, to define its powers and duties, and for other purposes," the Federal Trade Commission charges that E. O. Olson, trading as Worthington Creamery & Produce Company, more particularly hereinafter described and hereinafter referred to as respondent, has been, and is, using unfair methods of competition in commerce in violation of the provisions of said act, issues this complaint and states its charges in that respect as follows:

PARAGRAPH 1. Respondent, E. O. Olson, trading as Worthington Creamery & Produce Company, with his principal office and place of