

Complaint

22 F. T. C.

IN THE MATTER OF

C. E. SISSELL AND L. L. SISSELL, DOING BUSINESS AS
SISSELL BROTHERSCOMPLAINT AND ORDER IN REGARD TO THE ALLEGED VIOLATION OF SEC. 5
OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914*Docket 2543. Complaint, Sept. 3, 1935—Order, Jan. 14, 1936*

Consent order requiring respondent individuals to cease and desist from representing, either directly or indirectly, in connection with the offer for sale, or sale in interstate commerce of metal burial vaults, in purported certificates of warranty or guaranty, in advertising or in any other manner, that such vaults will resist rust or corrosion or that they are made of rust resisting material or that they are water or vermin proof at the time of interment thereof or that they will endure as such under burial or other conditions for a period of fifty years or for any fixed or stated period of time.

Mr. E. J. Hornibrook for the Commission.

COMPLAINT

Acting in the public interest and 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 C. E. Sissell and L. L. Sissell, copartners, doing business under the name and style of Sissell Brothers, hereinafter referred to as respondents, have been and are now using unfair methods of competition in commerce as "commerce" is defined in said act, and it appearing to said Commission that a proceeding by it in respect thereof would be in the public interest, states its charges in that respect as follows:

PARAGRAPH 1. The respondents, C. E. Sissell and L. L. Sissell are copartners doing business under the name and style of Sissell Brothers at 4322 East 3rd Street, Los Angeles, Calif. They are now, and for several years last past, have been engaged at the said city of Los Angeles in the business of manufacturing and selling metal grave vaults used to encase coffins in the burial of the dead, to purchasers thereof, many of whom reside outside the State of California, and when orders are received therefor, they are filled by respondents by shipping the same from the said city of Los Angeles, State of California, into and through other States of the United States to the respective places of business or residences of such purchasers.

PAR. 2. In the course and conduct of the said business, respondents are in substantial competition with other individuals, co-partnerships

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and corporations engaged in the sale and distribution of metal, stone, concrete, cement and other grave vaults in commerce between and among the various States of the United States.

PAR. 3. Respondents sell and ship said grave vaults as aforesaid to jobbers, funeral directors and undertakers, the last two of which sell the same to ultimate purchasers thereof for use in the burial of the dead. Respondents sell said vaults through traveling salesmen, advertisements in trade magazines and through circulars sent to the trade.

PAR. 4. Respondents issue with each of said vaults for delivery to ultimate purchasers thereof and they are so delivered a written purported warranty which provides as follows:

GUARANTEE
SISSELL BROTHERS
Los Angeles, California.

Guarantees this
COMBINATION STEEL VAULT
is made from Genuine
COP-R-LOY

A Special Alloy of Copper and Steel

An especially prepared metal under a special analysis, for underground burial. To resist rust and corrosion, and is absolutely water and vermin proof.

SISSELL BROTHERS, further GUARANTEE the COMBINATION STEEL VAULT against Rust and Corrosion for a period of Fifty (50) years from the date of interment.

This is to Certify that _____ have this
_____ day of _____ 193____,
interred a Combination Steel Vault, Stock No. Nine, containing
the remains of _____
_____ in _____ Cemetery.

Funeral Director.

Date Buried _____ 19____
Buried in _____ Cemetery.
Address _____
Name of Deceased _____
Guarantee Issued to _____
Address _____
Funeral Director _____
Address _____

Please detach this coupon and mail to Sissell Brothers, 4322 East Third Street, Los Angeles, California, for our records.

NOTE.—Any complaint may be referred to the Funeral Director or to us direct and restitution will be made under this guarantee.

PAR. 5. The statements and representations described in the preceding paragraph are false and misleading in that they import and imply that said grave vaults will resist rust and corrosion, will

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remain absolutely water and vermin proof for a period of 50 years from the date of interment; while in truth and in fact, said grave vaults will not resist rust and corrosion and will not remain absolutely water and vermin proof for a period of 50 years, and, in many instances, said vaults are not absolutely water and vermin proof at the time of interment thereof, and, in many instances, when closed as directed, they will not protect the casket and its contents against entrance of water and vermin from external sources for a period of 50 years; that said vaults will often become impaired by rust and corrosion in many soils in the United States in much less than 50 years; in many soils in the United States respondents' vaults will rust, corrode and pit so as to let water and vermin into them in a period of much less than 50 years; in many soils they will corrode, pit and rust in much less than 50 years so as to cave in and collapse and permit water and vermin to enter therein. Either air or water entering respondents' vaults, when buried underground promote and cause disintegration of the coffin and body encased therein. Water often enters the graves of the dead and in such cases the mechanism provided by respondents for sealing their vaults will not at all times prevent the entrance of water into same.

PAR. 6. The terms "resisting rust and corrosion" and "absolutely water and vermin proof", as used by respondents in said purported warranty, mean to the ultimate purchasers thereof, a water proof, vermin proof, rust resisting and corrosion resisting vault which will endure as such under burial conditions for a period of 50 years. The respondents' said vaults are not water proof or vermin proof or rust and corrosion proof in fact or as the terms are understood by ultimate purchasers thereof. Water or air or vermin may seep into or enter into said vaults through the joints, holes, fasteners, or flanges thereof or through pit holes due to rust or corrosion or due to collapse or bending of the vaults. The exhumation of bodies after burial is so rare as to make these said warranties worthless to a vast majority of purchasers of these vaults for the reason that no opportunity is afforded them in which to ascertain whether such vaults have resisted rust and corrosion and are absolutely water and vermin proof. These said purported warranties are not warranties, but are merely sales persuaders under the terms of which respondents rarely, if ever, will be called upon to make good this guarantee as to such vaults in instances where the same are defective. It is false and misleading for respondents to call them warranties or to issue them at all.

PAR. 7. Each and all of the said false and misleading statements and representations used by respondents as set out in paragraph 4 hereof have and have had the capacity and tendency to induce the

public to purchase and use respondents' said grave vaults in the belief that they are true, and have and have had the tendency and capacity to divert trade to respondents from said competitors and otherwise to injure them.

PAR. 8. The acts and practices of the respondents above set forth are all to the prejudice of the public and to respondents' said competitors and constitute unfair methods of competition in interstate commerce within the intent and meaning of Section 5 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".

ORDER TO CEASE AND DESIST

The respondents having filed a consent answer in this matter in which they consent, agree and state that they desire to waive hearings on the charges set forth in the complaint herein and not to contest this proceeding, and refrain from contesting the same and consent, agree and state that the Federal Trade Commission without trial, without evidence and without findings as to the facts, or other intervening procedure, may make, enter, issue and serve upon them an order to cease and desist from the violations of the law alleged in the complaint,

Now, therefore, This proceeding having come on to be heard by the Federal Trade Commission on the complaint of the Commission, and the said consent answer of respondents, and the Commission being fully advised in the premises,

It is ordered, That respondents, C. E. Sissell and L. L. Sissell, co-partners doing business under the name and style of Sissell Brothers, or as individuals or otherwise, cease and desist:

From representing, either directly or indirectly, in connection with offering for sale or selling in interstate commerce of metal burial vaults, in purported certificates of warranty or guaranty, in advertising or in any other manner, that such vaults will resist rust or corrosion or that they are made of rust resisting material or that they are water or vermin proof at the time of interment thereof or that they will endure as such under burial or other conditions for a period of fifty years or for any fixed or stated period of time.

It is further ordered, That respondents shall, within 60 days after the 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
JACOB STEIN, TRADING AS CLIMAX RUBBER COMPANY

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914, AND OF SEC. 3
OF AN ACT OF CONGRESS APPROVED JUNE 16, 1933

Docket 2303. Complaint, Feb. 20, 1935—Order, Jan. 16, 1936

Where an individual engaged in offer for sale and sale of certain sanitary and waterproof specialties, including infant bibs, baby pants and crib sheets; Falsely represented - on labels and in printed advertisements thereof and otherwise, that said products were made of rubber with antiseptic and anti-acid properties and powers which actually killed bacteria and neutralized perspiration and other body wastes, completely deodorizing all odors;

With tendency and capacity to mislead and deceive the purchasing public into the erroneous belief that said representations were true and to induce the public, because of such erroneous belief, to purchase said products, and with result of furnishing dealers therein with the means of misleading and deceiving the public and inducing purchase of said articles in such erroneous belief and with tendency and capacity to divert trade from competitors to himself and to dealers in his said products:

Held, That such practices were all to the prejudice of the public and competitors and constituted unfair methods of competition.

Before *Mr. Edward M. Averill*, trial examiner.

Mr. John W. Hildrop for the Commission.

Mr. Nathaniel Phillips, of New York City, for respondent.

COMPLAINT ¹

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, having reason to believe that Jacob Stein, an individual, trading under the name and style of Climax Rubber Company, hereinafter referred to as respondent, has been and is using unfair methods of competition in commerce, as "commerce" is defined in said Act of Congress, and in violation of the Act of Congress approved June 16, 1933, known as the "National Industrial Recovery Act", and it appearing to said 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:

¹ Published as amended Dec. 4, 1935.