

Syllabus

IN THE MATTER OF

BERNARD LICHT, TRADING AS LICHT'S FUR FACTORY

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

Docket 2787. Complaint, Apr. 25, 1936—Decision, May 27, 1937

- Where an individual engaged in the sale of furs and fur garments, and owner of all the outstanding stock of a corporate manufacturer, wholesaler, and retailer of such garments, located at same address; in advertising, in an adjoining State, his said furs and fur garments through radio broadcasts over a station, wavelength of which was of such character that it could be heard by people in States other than such adjoining State of origin—
- (a) Represented that he owned the building in which his business was carried on, and that he possessed, or was in a position to offer for sale, thousands of fur coats in the newest styles and models, etc., and that by purchasing from him, the customer could save the middleman's profit and that the saving thereby effected amounted to as much as fifty percent of the price of similar garments sold through the usual retail channels, facts being neither he nor aforesaid corporation owned said building, but he was only a tenant and occupied and paid rent for the second floor thereof, he was not in a position to offer "thousands" of fur coats and other garments, but number thereof on hand and available for sale at any other time was substantially less than stated and represented over such broadcast, he made use of fur sewing machines not owned by him in manufacture of such garments made by him, purchased many of his fur garments from aforesaid corporation and other fur manufacturers, coats advertised by him as aforesaid at varying prices were purchasable from other large retail establishments in the same city for substantially smaller amounts, those advertised for \$39 were "rebuilt" or "renovated" coats, and customers or prospective customers could not and did not effect any such saving as above set forth through purchase from him;
 - (b) Represented that all repairs for furs or fur garments were furnished free of charge, and that storage for such products was likewise thus furnished, facts being amount of free repairs furnished by him was limited and did not include use of material necessary to make repairs involved, for which additional amount of money was charged, and he did not give "free storage" to his customers, as understood among members of trade as including "proper refrigerated space where the garment is hung, and adequate insurance to cover the garment in the event of loss that would be sustained," but charged his said customers for insurance against fire, burglary, and theft on furs and fur garments stored by them; and
 - (c) Represented that customers or prospective customers could purchase new fur garments consisting of genuine Hudson seal, raccoons, and other fur garments, at the low price of \$45 for each coat, and that purchases of fur coats could be effected by them through turning in their old coats in trade and having allowance made therefor to apply on the purchase price of the new coat offered by him; facts being that he did not disclose that many of the coats which he offered at low prices were made from old skins taken from coats previously worn, repaired and made over, and he did not sell

Complaint

24 F. T. C.

garments at low price quoted in broadcast, but asked substantially more therefor;

With tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that all said representations were true, and with the result that a number of the consuming public, as a direct consequence of the mistaken and erroneous beliefs induced as aforesaid, purchased substantial volume of his said furs and fur garments, and trade was unfairly diverted to him from those likewise engaged in sale of such products between and among the various States and who truthfully advertise the same; to the substantial injury of competition in commerce:

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

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

Mr. George Foulkes for the Commission.

Rathkopf & Rathkopf, of New York City, for respondent.

COMPLAINT

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 Bernard Licht, trading as Licht's Fur Factory, hereinafter referred to as respondent, has been and is using unfair methods of competition in commerce as "commerce" is defined in said act, and it appearing to the 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:

PARAGRAPH 1. Respondent, Bernard Licht, is an individual trading under the name and style of Licht's Fur Factory, with his principal place of business located at 102 West 29th Street, in the city of New York, State of New York. Respondent is now and for several months last past has been engaged in the business of selling furs and fur garments at retail, which he distributes to purchasers, many of whom reside in States other than the State of New York, and when orders are received therefor, they are filled by respondent by shipping the same from the said city of New York, State of New York, into and through other States of the United States, and in the District of Columbia, to the respective places of business or residences of such purchasers. In the course and conduct of his business said respondent was and is in substantial competition with other individuals, firms, partnerships, and corporations likewise engaged in the sale and distribution of furs and fur garments between and among the various States of the United States and in the District of Columbia.

PAR. 2. In the course and conduct of his business as set forth in paragraph 1 hereof, respondent in soliciting the sale of said prod-

Complaint

ucts in interstate commerce advertised and now advertises the same by means of radio broadcasts over a station having a wide interstate reception. Induced by the statements and representations which respondent makes or causes to be made over said radio broadcasts, persons residing in various States have purchased furs and fur garments from said respondent, in some cases for shipment to them at their respective places of residence and in other cases to be immediately carried by such purchasers into other States.

PAR. 3. In the radio broadcasts, described in paragraph 2 hereof, respondent represents and has represented that he owns the factory building in which he carries on his business and which is located at 102 West 29th Street, New York, N. Y. In truth and in fact, respondent has not owned nor does he own the building in which he conducts his said business, but occupied and now occupies a small space on one of the floors of the building where his business has been and is carried on.

PAR. 4. Respondent further states and represents in his radio broadcasts as aforesaid and also by means of advertising literature and cards that respondent is a manufacturer of the furs and fur garments which respondent offers for sale and sells, and that by purchasing from respondent the customer can save the middleman's profit, and that the saving thereby effected amounts to as much as 50% of the price of similar garments sold through the usual retail channels. In truth and in fact, said respondent is not a manufacturer of fur garments but purchases the finished garments advertised and sold by him from jobbers, wholesalers, and other manufacturers. Nor can customers or prospective customers effect a saving of 50% by purchasing furs or fur garments from respondent.

There is a preference on the part of certain customers in different States of the United States for furs and fur garments purchased directly from the manufacturer thereof, and there is an impression and belief existing among certain of said customers that by dealing directly with the manufacturer they can eliminate the profit of the middleman, and that they can buy goods at a cheaper price and on more favorable terms than they can from jobbers or corporations, partnerships, firms, or persons not manufacturing furs or fur garments that sell to such customers.

PAR. 5. In the course and conduct of such radio broadcasts, respondent made or caused to be made the following statements and representations:

Licht's offer thousands of beautiful fur coats in the newest styles and models made from only the finest furs consisting of Seal, Persian Lamb, Mink, Caracul,

Complaint

24 F. T. C.

Raccoon and many others, in all sizes, and prices as low as \$35.00 and up to \$1,000.00 * * *

Licht's Fur Factory are now displaying thousands of beautiful fur coats such as Seal, Caracul, Marmink, Raccoon, Muskrat—plain or trimmed with Fitch, Raccoon or Beaver, for only \$39.00! Just imagine, a beautiful fur coat for only \$39.00.

In truth and in fact, respondent at no time had on hand or was in the position to offer for sale "thousands" of fur coats or other garments, but the number of such garments on hand and available for sale at any one time was substantially less than stated and represented, nor did respondent have on hand furs consisting of seal, Persian lamb, mink, caracul, and raccoon for sale at the low prices mentioned over said radio broadcasts.

PAR. 6. Respondent further states and represents by the media of radio broadcasts that customers who would purchase furs or fur garments from respondent would receive free repairs and that respondent offers with the purchase of furs or fur garments free storage for the same. In truth and in fact, the amount of "free" repairs furnished by respondent was and is very limited, and does not include the use of materials necessary to make said repairs; but respondent charges an additional amount of money for the materials necessary to make said repairs. In truth and in fact, the respondent does not give free storage to his customers but charges said customers for insurance against fire, burglary and theft on furs and fur garments stored by such customers.

PAR. 7. Respondent by the media of radio broadcasts further represented that customers or prospective customers could purchase furs consisting of genuine Hudson seals, raccoons, black Russian ponies, marminks, muskrats, brown, black or gray caraculs at the price of \$15.00 for each coat, and that purchases of fur coats could be effected by customers or prospective customers turning in their old coats in trade for which an allowance would be made by respondent to apply to the purchase price of said new coats offered by respondent. In truth and in fact, many of the coats offered by respondent at low prices were and are "rebuilt" or "renovated" coats, that is, coats made from old skins taken from coats which had been previously worn, then repaired and made over, and respondent did not sell the furs at the low prices quoted in said radio broadcasts but on the contrary asked prices substantially higher than those stated over the radio broadcasts.

PAR. 8. The false and misleading statements and representations, as aforesaid, have the capacity and tendency to divert and have diverted to said respondent trade from his competitors, both those who

1347

Findings

are in truth manufacturers of fur garments and represent themselves as such, and those who do not manufacture the garments they sell, but who resell them on the same basis as this respondent but do not misrepresent their status, and from those competitors who do not misrepresent the value or usual selling price of the garments sold by them. Such statements and misrepresentations have the tendency and capacity to deceive and mislead and do deceive and mislead the purchasing public into the belief that respondent is a manufacturer, and that the garments sold by respondent are manufactured by him, and that by reason of respondent's being a manufacturer, respondent's customers can acquire greater value by purchasing furs and fur garments from respondent than by purchasing such garments from retailers, and that by purchasing from respondent a saving of 50% of the real value and usual retail selling value can be effected, and that expensive furs can be acquired from respondent at nominal or low prices, and that all the furs and fur garments advertised and sold by respondent are new fur garments and not "rebuilt" or "renovated" garments or garments previously worn and repaired, then renovated, and that the purchase of a garment or garments from respondent entitles a purchaser or purchasers to free repairs, and to free storage, and that such free storage includes payment by respondent of all insurance charges against burglary, theft, and fire.

The acts and practices of respondent as hereinbefore set forth are calculated to and tend to and do unfairly divert trade to respondent from said competitors, and by the acts and practices of respondent hereinbefore described substantial injury is done by respondent to competition in interstate commerce.

PAR. 9. The above alleged acts and practices of respondent are each and all of them to the prejudice of the public and respondent's competitors, and constitute unfair methods of competition in interstate commerce within the 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."

REPORT, FINDINGS AS TO THE FACTS, AND ORDER

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, on April 25, 1936, issued and served its complaint in this proceeding upon respondent, Bernard Licht, doing business as Licht's Fur Factory, charging him with the use of unfair

Findings

24 F. T. C.

methods of competition in commerce in violation of the provisions of said act. After the issuance of said complaint and the filing of respondent's answer thereto, testimony and other evidence in support of the allegations of said complaint were introduced by George Foulkes, attorney for the Commission, before Edward M. Averill, an examiner of the Commission, theretofore duly designated by it, and in opposition to the allegations of the complaint, by Charles Rathkopf, attorney for the respondent, and said testimony and other evidence were fully recorded and filed in the office of the Commission. Thereafter the proceeding regularly came on for final hearing before the Commission on the said complaint, the answer thereto, testimony and other evidence, briefs in support of the complaint and in opposition thereto; and the Commission having duly considered the same, and being now fully advised in the premises, finds that this proceeding is in the interest of the public, and makes this its findings as to the facts and its conclusion drawn therefrom:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. The respondent Bernard Licht is an individual trading under the name and style of Licht's Fur Factory. Respondent has his principal place of business at 102 West 29th Street, in the city of New York, State of New York.

Respondent is now and since the month of June 1935, has been, engaged in the business of selling furs and fur garments.

When said fur garments are sold by respondent, he causes them to be shipped from his place of business in the city of New York, State of New York, to purchasers located in the various States of the United States.

In the course and conduct of his business, respondent was and is in substantial competition with other individuals, firms, partnerships, and corporations likewise engaged in the sale and distribution of furs and fur garments between and among the various States of the United States.

There is also located at 102 West 29th Street, New York City, State of New York, Harry Licht and Sons, Inc., a corporation organized under the laws of the State of New York in April 1933.

Harry Licht is the father of the respondent Bernard Licht, and at one time a manager of the corporation Harry Licht & Sons, Inc.

Harry Licht & Sons, Inc., is a manufacturer, wholesaler, and retailer of furs and fur garments.

Respondent Bernard Licht owns all of the outstanding stock of Harry Licht & Sons, Inc., 19 shares in all, which have a par value of \$100 per share.

1347

Findings

Harry Licht, father of the respondent Bernard Licht, often acted as a salesman in the place of business of Bernard Licht, trading as Licht's Fur Factory.

PAR. 2. In the course and conduct of his business, respondent Bernard Licht, trading as Licht's Fur Factory, in soliciting the sale and sale of furs and fur garments, advertised by means of radio broadcasts over Station WAAT, which is located in Jersey City, State of New Jersey.

The wave length of Station WAAT, is of such character that it can be heard by people in States other than the State of New Jersey. Respondent represented over radio Station WAAT by means of radio broadcast that he owned the factory building in which he carries on his business and which is located at 102 West 29th Street, New York City, N. Y. During the months of September, October, November, and December, in the year 1935, respondent caused the following statements to be made over radio Station WAAT:

This is the address of Licht's Fur Company—spelled L-I-C-H-T'S which is open week days from 9:00 A. M. to 9:00 P. M. and Sundays from 10:00 A. M. to 5:00 P. M.—remember—don't look for a retail store—Licht's occupy their own factory building at this address—which is one door from Sixth Avenue in New York City—

In fact, respondent has not owned nor does he own the building in which Licht's Fur Factory has been and is located.

Respondent is a tenant in said building and pays rent for his occupancy of the second floor thereof. Neither does Harry Licht & Sons, Inc., own said building.

Harry Licht & Sons, Inc. has the use of space rented by Bernard Licht, doing business as Licht's Fur Factory.

PAR. 3. Respondent further represented over said radio broadcast that Licht's Fur Factory was and is a manufacturer of the furs and fur garments which respondent offers for sale and sells, and that by purchasing from respondent the customer can save the middleman's profit, and that the saving thereby effected amounts to as much as fifty percent of the price of similar garments sold through the usual retail channels.

During the month of November 1935, respondent caused the following announcement to be broadcast over radio Station WAAT:

Why not purchase your Fur Coat from a Manufacturer this year—Licht's have been manufacturing furriers for over twenty-eight years—and are now selling direct to you from their own fur factory at manufacturer's prices—and you save up to fifty percent—don't let warm weather fool you—prepare for winter now—at Licht's Fur Factory.

Respondent further represented over said radio broadcast that fine fur garments could be purchased at very low prices.

Findings

24 F. T. C.

During the month of October 1935, respondent caused the following announcement to be broadcast over Station WAAT:

Licht's offer thousands of beautiful fur coats in the newest styles and models made from only the finest furs consisting of Seal, Persian Lamb, Mink, Caracul, Raccoon and many others, in all sizes, and priced as low as \$35 and up to \$1000 dollars * * *—

In fact during the year 1935, respondent Bernard Licht, doing business as Licht's Fur Factory, operated several fur sewing machines with which he manufactured fur garments.

The fur sewing machines used by respondent, while operated by him, were owned by his father Harry Licht, doing business as Harry Licht & Sons, Inc.

Respondent purchased many of his fur garments from Harry Licht & Sons, Inc., and from other fur manufacturers.

In fact customers, or prospective customers could not, nor can they effect a saving of fifty percent by purchasing furs or fur garments from respondent.

Coats advertised by respondent over said radio broadcasts at \$110 and \$135 could be purchased from other large retail fur establishments in New York City for \$98.

Coats of similar quality and for which respondent charged \$139 could during the time of said radio broadcast be purchased in other retail stores for \$119.

The coats which respondent advertised for \$39 were "rebuilt coats" or "renovated coats," that is, coats made up from skins which had been previously worn.

Respondent further caused to be represented over said radio broadcast that he had on hand at his factory, located at 102 West 29th Street, New York City, N. Y., "thousands" of fur garments, and that he was in the position to offer for sale thousands of fur garments to the purchasing public.

During the month of November in the year 1935 respondent caused the following announcement to be broadcast over radio Station WAAT:

Licht's fur factory—Located at 102 West 29th St., one door from 6th Avenue in New York—kept right on manufacturing fur coats and are now displaying thousands of beautiful fur coats, such as seal, caracul, marmink, raccoon, beaver and mink—priced as low as \$39 and up to \$1000.

In fact, respondent at no time had on hand or was in the position to offer for sale "thousands" of fur coats or other garments, but the number of such garments on hand and available for sale at any one time was substantially less than stated and represented over said radio broadcast.

1347

Findings

PAR. 4. Respondent caused to be represented over said radio broadcast that customers who would purchase furs or fur garments from respondent would receive free repairs, and that respondent offers with the purchase of furs or fur garments, free storage for the same.

During the months of September and October in the year 1935, respondent caused the following announcements to be broadcast over radio Station WAAT:

* * * Your old coat will be accepted as cash against the purchase of any new coat—and with every purchase—you are given free repair service and free storage for three years * * *.

* * * Every coat is guaranteed with free storage and repair service for three years.

During the month of November 1935 respondent caused the following announcement to be made over radio Station WAAT:

Repair service and storage for three years absolutely free.

In fact, the amount of free repairs furnished by respondent was and is limited, and does not include the use of material necessary to make said repairs; but respondent charges an additional amount of money for the materials necessary to make said repairs.

When a customer purchased a fur garment said customer received a certificate from respondent, which contained the following provision:

1—In addition to our Free Storage we will repair all rips, sew up seams. Glaze your Garment free of charge for the period of this guarantee.

2—Should your garment need repairings, whereas we will have to use material of any kind, there will be a charge to you on same at actual cost of labor and material.

In truth and in fact respondent does not give free storage to his customers but charges said customers for insurance against fire, burglary and theft on furs and fur garments stored by such customers.

The guarantee certificate which respondent gives to a customer who purchases a fur coat also contains the following provision:

3. We will insure your Furs, Protecting them against Fire, Burglary and Theft at a small minimum per cent charge on valuation placed thereon.

In accordance with the provisions of said guarantee certificate, respondent charged customers a fee, which fee represented an insurance charge for protection of the fur garment from loss sustained by reason of fire, burglary and theft while placed in storage by respondent.

The words "free storage" are understood, among members of the fur trade, to include "proper refrigerated space where the garment

is hung, and adequate insurance to cover the garment in the event of loss that would be sustained."

PAR. 5. Respondent, by the media of said radio broadcasts, further represented that customers or prospective customers could purchase new fur garments consisting of genuine Hudson seals, raccoons, and other fur garments at the low price of \$45 for each coat. Respondent further represented that purchases of fur coats could be effected by customers or prospective customers turning in their old coats in trade, for which an allowance would be made by respondent to apply to the purchase price of said new coat offered by respondent.

In fact, many of the coats offered by respondent at low prices were coats made from old skins taken from coats which had been previously worn, then repaired and made over, which fact respondent failed to disclose over said radio broadcasts, and respondent did not sell the garments at the low price quoted in said radio broadcasts but asked prices substantially higher.

PAR. 6. Each and all of the false and misleading statements made by respondent as hereinabove set forth, in offering for sale and selling his furs and fur garments, had and now has a tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that all of said representations are true.

Further, as a direct consequence of the mistaken and erroneous beliefs induced by the false and misleading statements of respondent as hereinabove enumerated, a number of the consuming public purchased a substantial volume of respondent's furs and fur garments, with the result that trade has been unfairly diverted to respondent from individuals, firms, and corporations likewise engaged in the business of selling furs and fur garments, between and among the various States of the United States, and who truthfully advertise their products.

As a result thereof, substantial injury has been done and is now being done by respondent to competition in commerce among and between the various States of the United States.

CONCLUSION

The aforesaid acts and practices of respondent, Bernard Licht, doing business as Licht's Fur Factory, are to the prejudice of the public and of respondent's competitors, and constitute unfair methods of competition in 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

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence taken before Edward M. Averill, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, briefs filed herein, (oral argument having been waived) by George Foulkes, counsel for the Commission, and by Chas. Rathkopf, counsel for the respondent, and the Commission having made its findings as to the facts and its conclusion that said respondent has 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 ordered, That the respondent, Bernard Licht, doing business as Light's Fur Factory, or under any other trade name, his representatives, agents, and employees, in connection with the offering for sale, sale, and distribution of furs and fur garments in interstate commerce, do forthwith cease and desist from representing:

1. That he owns the building in which his business is carried on;
2. That he possesses or is in the position to offer for sale "thousands" or any other number of furs and fur garments substantially in excess of the amount that he actually has on hand;
3. That a saving of 50 percent or any saving can be effected by purchasing furs or fur garments from him;
4. That all repairs for furs or fur garments are furnished free of charge;
5. That storage for furs or fur garments is furnished free of charge, unless and until said free storage includes the placing of the garment in properly refrigerated space, and adequate insurance for protection of the garment from loss sustained by fire, burglary and theft;
6. That all the furs and fur garments sold by him are made from new skins not previously used or worn.

It is further ordered, That the respondent above named shall, within 30 days after the service upon him of this order, file with the Commission a report in writing setting forth in detail the manner in which he has complied with this order.

IN THE MATTER OF
KIENZLER DISTILLING CORPORATION

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

Docket 2634. Complaint, Nov. 18, 1935—Decision, May 28, 1937

Where a corporation engaged, as rectifier and wholesaler of spirituous liquors, in purchasing, rectifying, blending, and bottling whiskies, gins and other alcoholic beverages, and in producing gin with stills used therefor, by redistillation of purchased alcohol, not produced by it, over juniper berries and other aromatics, and in selling its aforesaid various products to hotels, bars, clubs, and restaurants through a corporate sales agency with preponderant identity in the matter of officers, personnel, and in other respects, and in the sale thereof also to wholesalers and retailers, in substantial competition with those engaged in the manufacture by true distillation of whiskies, gins and other alcoholic beverages from mash, wort, or wash, and in selling same in trade and commerce and in the various States and in the District of Columbia, and with those engaged in purchasing, rectifying, blending, and bottling such various beverages and similarly selling same, and including among said competitors those who, as manufacturers and distillers by original and continuous distillation from mash, wort, or wash through continuous closed pipes and vessels until manufacture is complete, of whiskies, gins, and other spirituous beverages sold by them, truthfully used words "distillery," "distilleries," "distillers," or "distilling" as a part of their corporate or trade names and on their stationery and catalogs and on the labels of the bottles in which they sell and ship their said products. and those who, engaging in purchasing, rectifying, blending, bottling, and selling such various products, do not use aforesaid words as above set forth—

Represented, through use of word "Distilling" in its corporate name, printed on its stationery and catalogs and on the labels attached to the bottles in which it sold and shipped its said products and in various other ways to its customers, and furnished same with the means of representing to their vendees, both retailers and ultimate consuming public, that it was a distiller and that the said whiskies, gins, cordials, brandies, and other alcoholic beverages contained in such bottles were by it made through process of distillation from mash, wort, or wash, notwithstanding fact it did not thus distill said various beverages, thus bottled, labeled, sold, and transported by it, through process of original and continuous distillation as above set forth, and as long definitely understood from word "distilling" when used in connection with liquor industry and products thereof by trade and ultimate purchasing public, did not own, operate, or control any place or places where such beverages are made by aforesaid process of continuous distillation from mash, wort, or wash, and was not, notwithstanding its aforesaid production of gin, as commonly accepted and understood by trade and public, a distiller, for the purchase of the bottled liquors of which there is a preference on the part of a substantial portion of the purchasing public;

With effect of misleading and deceiving dealers and purchasing public into the belief that it was a distiller or distilling company in the ordinary accepted sense of those terms, and that the whiskies, gins, and other spirituous