

## Syllabus

## IN THE MATTER OF

## HILLS BROTHERS COMPANY, ET AL.

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

*Docket 4105. Complaint, Apr. 25, 1940—Decision, Sept. 19, 1940*

Where a domestic corporation engaged in importing into the United States dates grown in the Kingdom of Iraq, and in sale and distribution thereof in the various States of the United States and in the District of Columbia; an individual, doing business as English private company, with principal office and place of business in London, engaged in purchasing dates in said Kingdom or country and in importing them into United States and reselling and distributing them in the various States and in said District as aforesaid; and a domestic concern engaged in selling and distributing said products to purchasers thereof in the several States and in District in question; and as thus variously engaged in competition, prior to 1939, with others in England and the United States who purchased dates from growers in said Kingdom, source for 4 or 5 years past of some 83 percent of said product sold and consumed in the United States, and caused to be shipped to the United States and sold and distributed therein such dates in competition, as aforesaid, with said corporation, individual and concern, and their agents—

Reached, in year aforesaid, and carried out understanding with English owners of exclusive right to purchase, and to grant permission to purchase, all dates grown in said Kingdom of Iraq packed in boxes, whereby they were granted exclusive permission to purchase and pack for importation into the United States and Canada dates of 1939 crop grown in Iraq and packed in boxes, and whereby it was further understood that said English owners of such exclusive rights would not permit greater quantities of dates in question to be exported from Iraq to United States and Canada than the average quantity that had been thus exported in previous 5-year period;

With result that during year in question others, some of whom had formerly obtained dates grown in said kingdom for importation into United States, and sale and distribution therein, met with refusal of said English owners, on attempts to obtain such dates, to grant necessary permission and rights, and were unable to obtain said product there grown and packed in boxes for importation into the United States, and competition in interstate trade in commerce in products in question was substantially lessened, and competition between and among said companies or concerns and individual, and between and among them and their competitors, in sale of dates in commerce, was lessened and restrained, power to control prices was placed in them, and monopoly in sale of dates in commerce created in them, and such commerce was unreasonably restrained:

*Held*, That such acts, practices and methods, under the circumstances set forth, were all to the prejudice of the public, and constituted unfair methods of competition.

*Mr. Lynn C. Paulson* for the Commission.

*Breed, Abbott & Morgan*, of New York City, for Hills Bros. Co.

## Complaint

31 F. T. C.

*Tanzer & Mullaney*, of New York City, for T. A. Suren and Joseph Essaye.

*Mr. Henry C. Heppen*, of New York City, for Steinhardter & Nordlinger.

*Hill, Rivkins & Middleton*, of New York City, for Balfour, Guthrie & Co., Ltd. and Persian Gulf Products Co.

*Haight, Griffin, Deming & Gardner*, of New York City, for Andrew Weir.

## 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 the respondents named in the caption hereof have been and are using unfair methods of competition in commerce, as commerce is defined in 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. Respondent Hills Bros. Co. is a corporation organized and existing under and by virtue of the corporate laws of the State of New York, with its principal office and place of business at 110 Washington Street, New York City in said State.

Respondent T. A. Suren, an individual, is proprietor of E. Suren, an English private company engaged, in part, in selling and distributing dates, and having his principal office and place of business in Billiter Square Buildings, Billiter Square, London, E. C. 3, England.

Respondent Joseph Essaye is an individual serving as a traveling representative and agent for respondent T. A. Suren, proprietor of E. Suren, in the United States, and has his principal office and place of business with respondents, Steinhardter & Nordlinger, at 99 Hudson Street, New York, when in the United States.

Respondents Lester Nordlinger and Hund Steinhardter are copartners doing business and trading under the name of Steinhardter & Nordlinger, with their principal office and place of business at 99 Hudson Street, New York City, New York State. They are agents and factory representatives in the United States for respondent T. A. Suren, proprietor of E. Suren.

Respondent United Africa Co., Ltd., is an English private company engaged, in part, in trade and commerce in dates, with its principal office and place of business at Unilever House, London, England.

Respondent W. A. West is an individual, traveling agent and factory representative in the United States for respondent United Africa Co., Ltd., and makes his United States headquarters with respondent Balfour, Guthrie & Co., Ltd., at 67 Wall Street, New York, New York State.

Respondent Balfour, Guthrie & Co., Ltd., is a corporation organized and existing under the laws of the State of Delaware. It has its principal office and place of business at 67 Wall Street, New York City, New York, and acts as representative and sales agent of the said respondent United Africa Company, Ltd., and its subsidiary, African & Eastern Near East, Ltd., of Basrah, Iraq, and sells dates to respondent Persian Gulf Products Co., which is wholly owned and controlled by the said United Africa Co., Ltd., as hereinafter described.

Respondent Persian Gulf Products Co. is a Delaware corporation having its principal office and place of business at 67 Wall Street, New York City. It occupies the same office as respondent Balfour, Guthrie & Co., Ltd., and its officers are also officers of respondent Balfour, Guthrie & Co., Ltd. It is a wholly owned subsidiary of the Lebanon Trading Co., Ltd., Freetown, West Africa, which is in turn owned and controlled by respondent United Africa Co., Ltd.

Respondent Andrew Weir, an individual, is proprietor of Andrew Weir & Co., an English private company with his principal office and place of business at 21 Bury Street, St. Mary Axe, London E. C. 3, England.

PAR. 2. For more than 3 years last past a part of the commerce of the United States has consisted in the sale and transportation of dates grown in the Kingdom of Iraq and imported into the United States and in the sale and shipment of such dates through and into the several States of the United States and the District of Columbia, and there is now and has been for more than 3 years last past a constant current of trade and commerce in such dates between and among the several States of the United States and in the District of Columbia.

Respondents, during all the time referred to in this complaint, have been and now are engaged in said trade and commerce in dates and but for the matters and things hereinafter set out, would be naturally and normally in competition with each other and with other firms, partnerships, and corporations, in the business of importing dates into the United States and in the sale and distribution thereof in said trade and commerce in the United States.

For the past 4 or 5 years approximately 83 percent of the dates sold and consumed in the United States were grown in the Kingdom of Iraq, which produces about 80 percent of the world's supply of dates,

## Complaint

31 F. T. C.

most of the remainder being produced in the Kingdom of Iran (Persia) and in the State of California in the United States. The quantity of dates annually imported and sold in the United States each year for the past few years has varied from, to wit, 700,000 to 900,000 cases, averaging in weight about 70 pounds per case. Of this quantity, respondent Hills Bros. Co. has imported and sold annually approximately 200,000 cases, or 14,000,000 pounds, and respondents T. A. Suren, proprietor of E. Suren, and United Africa Co., Ltd., have imported and sold most of the remainder.

Growers of dates in the Kingdom of Iraq until the year 1939 customarily sold their dates to respondents and to competitors of respondents, who resold and shipped such dates to wholesalers, brokers, and packers located in various parts of the world, including the United States.

In the early part of the year 1939 the Kingdom of Iraq entered into an agreement with the respondent Andrew Weir, proprietor of Andrew Weir & Co. of London, England, which provided, among other things, that said respondent should have the exclusive right to purchase all dates grown in the Kingdom of Iraq for export therefrom, and that said respondent in turn should buy and export a specific quantity of dates at specified prices from the growers thereof in the Kingdom of Iraq and that this agreement should run for a period of 5 years.

PAR. 3. Respondent T. A. Suren, proprietor of E. Suren, in the course and conduct of his said business, imports into the United States dates grown in the Kingdom of Iraq and sells and distributes or causes to be sold and distributed, substantial quantities of such dates each year to purchasers thereof located in the several States of the United States and in the District of Columbia through respondents Steinharter & Nordlinger and through the assistance of its agent, respondent Joseph Essaye, who spends a portion of his time in the United States each year in connection with the date business of his said principal.

Respondent United Africa Co., Ltd., in the course and conduct of its said business, imports into the United States dates grown in the Kingdom of Iraq, and sells and distributes, or causes to be sold and distributed, substantial quantities of said dates each year to purchasers thereof located in the several States of the United States and in the District of Columbia, through its representatives and sales agents, respondents Balfour, Guthrie & Co., Ltd., Persian Gulf Products Co., and W. A. West.

Respondent Hills Brothers Co., in the course and conduct of its said business, imports into the United States dates grown in the

Kingdom of Iraq, and sells and distributes, or causes to be sold and distributed, substantial quantities of said dates, under the trade name of "Dromedary," each year to various packers, wholesalers, distributors, and retailers located in the various States of the United States and in the District of Columbia.

PAR. 4. On or about May 15, 1939, said respondents, in the course and conduct of their said businesses as hereinbefore set forth, entered into and thereafter carried out an understanding, agreement and conspiracy for the purpose of restricting, restraining and monopolizing, and suppressing competition in the sale of dates in trade and commerce between and among the several States of the United States and in the District of Columbia. Pursuant to said understanding, agreement, and conspiracy, and in furtherance thereof, the said respondents have done, performed, and still do and perform, the following acts and things:

1. Respondent Andrew Weir, proprietor of Andrew Weir & Co., sells dates grown in the Kingdom of Iraq, exclusively, to T. A. Suren, proprietor of E. Suren, United Africa Co., Ltd., and Hills Brothers Co., for import into the United States and resale and distribution therein, and refrains from selling such dates to other persons, firms, and corporations for import into the United States; and respondents T. A. Suren, proprietor of E. Suren, United Africa Co., Ltd., and Hills Bros. Co., purchase from respondent Andrew Weir, proprietor of Andrew Weir & Co., a specified quantity of dates at specified prices for import into the United States and for sale and distribution therein as aforesaid.

2. Respondents have established, fixed, and maintained, and are continuing to establish, fix, and maintain, prices at which they will sell dates grown in the Kingdom of Iraq to the wholesale and retail trade and the consuming public in the several States of the United States and in the District of Columbia.

3. Respondents refuse to import dates grown in the Kingdom of Iran (Persia) into the United States and refuse to sell said dates to the wholesale and retail trade and the consuming public in the several States of the United States and in the District of Columbia.

PAR. 5. Since, to wit, May 15, 1939, respondents Hills Bros. Co., United Africa Co., Ltd., and T. A. Suren, proprietor of E. Suren, have concertedly, through mutual understanding or agreement, refused and now refuse to purchase dates grown in the Kingdom of Iraq from respondent Andrew Weir, proprietor of Andrew Weir & Co., for import and resale in the United States except upon condition that Andrew Weir, proprietor of Andrew Weir & Co., will not sell dates to any other persons, firms, or corporations for import, resale, and distribution in the United States.

PAR. 6. The said understandings, agreements, combinations, and conspiracies and the doing and performing of the acts and things in the manner set forth in the preceding paragraphs hereof, tend to have, have had, and now have the effect of unduly and unlawfully restricting and restraining the sale of dates grown in the Kingdoms of Iraq and Iran in trade and commerce between, among, and in the several States of the United States and in the District of Columbia; of preventing, hindering, and restraining other persons, firms, corporations, and partnerships than the respondents engaged in trade and commerce in dates in the United States, in the conduct of their respective businesses; of substantially enhancing prices of dates grown in the Kingdom of Iraq to the consuming public of the United States; of eliminating, lessening, suppressing and restraining competition in trade and commerce in the United States in dates between and amongst the respondents; and of creating a monopoly in the marketing of said dates in the United States in the hands of respondents.

The respondents by their own acts, and the acts of their agents and representatives here and elsewhere, have brought about within the United States results forbidden by the laws of the United States. There is no longer any competition in trade and commerce in dates grown in the Kingdom of Iraq in the United States, and prices are fixed at arbitrary levels.

PAR. 7. The acts and practices and methods of competition of the respondents, as herein alleged, are all to the prejudice of the public; have a dangerous tendency to and have actually hindered and prevented competition in the sale of dates in commerce within the intent and meaning of the Federal Trade Commission Act; have placed in respondents the power to control and enhance prices; have created in the respondents a monopoly in the sale of dates in such commerce; have unreasonably restrained such commerce in dates, and constitute unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

#### REPORT, FINDINGS AS TO THE FACTS, AND ORDER

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission, on the 25th day of April 1940, issued and served its complaint in this proceeding upon said respondents named in the caption hereof, charging them with the use of unfair methods of competition in violation of the provisions of said act. On August 2, 1940, respondents Hund Steinhardtter and Lester Nordlinger, copartners trading as Steinhardtter & Nordlinger, through their attorney, Henry C. Heppen, filed their answer. A stipulation was en-

tered into, signed and executed by all of the respondents except Andrew Weir and Hund Steinhardter and Lester Nordlinger, and W. T. Kelley, chief counsel for the Federal Trade Commission, subject to the approval of the Commission, whereby it was stipulated and agreed that the statement of facts contained therein may be taken as the facts in this proceeding and in lieu of testimony in support of the charges stated in the complaint, or in opposition thereto, and that the said Commission may proceed upon said statement of facts to make its report, stating its findings as to the facts and its conclusion based thereon, and enter its order disposing of the proceeding without the presentation of further testimony, argument, filing of briefs, or other intervening procedure. Thereafter, this proceeding regularly came on for final hearing before the Commission on said complaint, said answer of respondents Hund Steinhardter and Lester Nordlinger, and the said stipulation, said stipulation having been approved, accepted and filed, 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 its findings as to the facts and its conclusion drawn therefrom.

#### FINDINGS AS TO THE FACTS

PARAGRAPH 1. (a) Respondent, The Hills Bros. Co., is erroneously named in the complaint in this proceeding as Hills Bros. Co. It is a corporation organized and existing under and by virtue of the corporate laws of the State of New York with its principal office and place of business at 110 Washington Street, New York City, N. Y. Said respondent, The Hills Bros. Co., in the course and conduct of its business, imports into the United States dates grown in the Kingdom of Iraq, and sells and distributes the same in the various States of the United States and in the District of Columbia, and has been for several years and is now engaged in interstate commerce in the United States in dates.

(b) Respondent, T. A. Suren, is named in the complaint and described as being an individual, proprietor of E. Suren, an English private company. T. A. Suren is unknown to the parties to this stipulation. E. Suren is an individual doing business as E. Suren, an English private company, with his principal office and place of business in Billiter Square Buildings, Billiter Square, London, E. C. 3, England. Said E. Suren has stipulated and agreed that he may be taken as having been duly named in the complaint in this proceeding and as having received due and proper notice thereof as though he had been named and served in the regular manner. In

## Findings

31 F. T. C.

the course and conduct of his business, the said E. Suren is engaged in purchasing dates in the country of Iraq, importing them into the United States and reselling and distributing them in the various States of the United States and the District of Columbia, and is now and for several years has been engaged in interstate commerce in the United States.

(c) Respondent Joseph Essaye is an individual. He is, and for several years last past has been, engaged as an agent and representative for E. Suren, referred to in subparagraph (b) of this paragraph, assisting the said E. Suren in the conduct of his business aforesaid of importing dates into the United States and reselling them in the various States of the United States and the District of Columbia.

(d) Respondents Humd Steinhardtter and Lester Nordlinger are copartners trading as Steinhardtter & Nordlinger, with their principal office and place of business at 99 Hudson Street, New York, N. Y. They effect sales of dates on behalf of E. Suren for a selling commission. They were not parties to the understanding described hereinafter in paragraph 3.

(e) Respondent, The United Africa Co., Ltd., referred to in said complaint as United Africa Co., Ltd., is an English corporation with its principal office and place of business at Unilever House, London, England. It does not buy or sell dates in the United States nor does it do or transact business in the United States. African & Eastern (Near East), Ltd., is an English corporation with its principal office and place of business at London, England, and it has stipulated and agreed that it may be taken as having been named in the complaint in this proceeding and as having received notice of the complaint and of these proceedings as though it had been named and served. In the course and conduct of its business, it purchases dates in the country of Iraq and causes them to be exported to the United States.

(f) Respondent, Balfour Guthrie & Co., Ltd., is a corporation organized and existing under the laws of the State of Delaware. It has an office and place of business at 67 Wall Street, New York City, N. Y. In the course and conduct of its business, it effects sales of dates on behalf of respondent African & Eastern (Near East), Ltd., to respondent Persian Gulf Products, Inc., for a selling commission. It was not a party to, nor privy with, the understanding hereinafter described in paragraph 3.

(g) Respondent Persian Gulf Products, Inc., is named in the complaint in this proceeding as Persian Gulf Products Co. It is a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 67 Wall Street, New York, N. Y. Said respondent, Persian Gulf Products, Inc., is

regularly engaged in selling and distributing dates to purchasers thereof located in the several States of the United States and the District of Columbia.

(*h*) Alexander Weir, described in the complaint in this proceeding as Andrew Weir, an individual, proprietor of Andrew Weir & Co., an English private company, is a partner in the partnership of Andrew Weir & Co., an English copartnership with its principal office and place of business at 21 Bury Street, St. Mary Axe, London, E. C. 3, England.

(*i*) Respondent, W. A. West, is an individual. He is engaged as an employee of African & Eastern (Near East), Ltd., referred to in subparagraph (*e*) of this paragraph, assisting the said African & Eastern (Near East), Ltd., in the conduct of the latter's business aforesaid, and he is now agent and United States representative of the United Africa Co., Ltd.

PAR. 2. (*a*) For the past 4 or 5 years, approximately 83 percent of the dates sold and consumed in the United States were grown in the Kingdom of Iraq. Most of the remainder were grown in the Kingdom of Iran, Persia, or in the State of California. The quantity of dates from all countries annually imported into and sold in the United States for the past few years has varied from 700,000 to 900,000 cases, averaging in weight about 700 pounds per case.

(*b*) For several years prior to the year 1939, other firms, corporations, partnerships, and/or individuals than the respondents, some located in England and some in the United States, regularly engaged in trade and commerce in the United States in dates grown in the Kingdom of Iraq and in the course and conduct of their respective business, purchased dates from growers thereof in the Kingdom of Iraq and caused them to be shipped to the United States and sold and distributed therein in commerce in the United States in competition with the respondents and the dates imported and resold in commerce in the United States by respondents and their agents.

(*c*) In the early part of the year 1939, the Kingdom of Iraq entered into an agreement with the respondent Andrew Weir & Co., referred to in paragraph 1, subsection (*h*) hereof, which provided, among other things, that said respondent, Andrew Weir & Co., should have the exclusive right to purchase and to grant permits to purchase, all dates grown in the Kingdom of Iraq, packed in boxes, and that said respondent, in turn, should buy specified quantities of such dates at specified prices from the growers thereof in the Kingdom of Iraq, and that the agreement should run for a period of 5 years. The exclusive rights of Andrew Weir & Co. to purchase dates grown in Iraq for exportation, packed in boxes, were rights lawfully obtained by it under the laws of the Kingdom of Iraq.

PAR. 3. (a) On or about May 15, 1939, an understanding was reached among respondents Andrew Weir & Co., E. Suren, African & Eastern (Near East), Ltd., and The Hills Bros. Co., whereby it was understood that Andrew Weir & Co. would grant permission to said E. Suren, African and Eastern (Near East), Ltd., and The Hills Bros. Co., their agents and representatives, to purchase and pack for importation into the United States and Canada dates of the 1939 crop grown in Iraq and packed in boxes, and refrain from granting permission to any other individual, firm, corporation, and/or partnership to purchase and pack for importation into the United States and Canada dates of the 1939 date crop grown in the country of Iraq and packed in boxes, and whereby it was further understood that Andrew Weir & Co. would not permit a greater quantity of such dates to be exported from Iraq to the United States and Canada than, to wit, the average annual quantity that had been exported to the United States and Canada from Iraq in the previous 5 year period.

(b) The said understanding was carried out: Respondents E. Suren, African & Eastern (Near East), Ltd., and The Hills Bros. Co., thereafter, pursuant to the said understanding, severally contracted to and did purchase from growers for importation into the United States and Canada specified quantities of dates of the 1939 crop grown in Iraq and packed in boxes; during 1939 other firms, corporations, partnerships, and/or individuals than the said parties respondent, some of whom had formerly obtained dates grown in Iraq for importation into the United States and sale and distribution therein, attempted to obtain dates grown in Iraq and packed in boxes, for export to the United States, but met with the refusal of Andrew Weir & Co. to grant them the necessary permission and rights, and were unable to obtain dates grown in Iraq and packed in boxes, for importation into the United States.

PAR. 4. The understanding and the doing and performing of the acts and use of the methods set forth in the preceding paragraphs 2 and 3 hereof, had and have the capacity and tendency to and did substantially lessen competition in interstate trade and commerce in dates in the United States.

#### CONCLUSION

The acts, practices, and methods of respondents as herein found are all to the prejudice of the public; have a dangerous tendency to and have actually lessened and restrained competition between and among respondents and between and among respondents and their competitors in the sale of dates in commerce within the intent and

meaning of the Federal Trade Commission Act; have placed in respondents the power to control prices; have created in the respondents a monopoly in the sale of dates in such commerce; have unreasonably restrained such commerce in dates, and constitute unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondents Hund Steinhardter and Lester Nordlinger, copartners trading as Steinhardter and Nordlinger, and a stipulation as to the facts entered into between certain of the respondents herein and W. T. Kelley, chief counsel for the Commission, which provides, among other things, that without further evidence or other intervening procedure, the Commission may issue and serve upon the said respondents, findings as to the facts and conclusion based thereon, and an order disposing of the proceeding, and the Commission having made its findings as to the facts and conclusion that certain of the respondents named therein have violated the provisions of the Federal Trade Commission Act.

*It is ordered*, That respondents The Hills Bros. Co., E. Suren and Persian Gulf Products, Inc., their officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of dates, do forthwith cease and desist from entering into, participating in, carrying out, or being party to any plan, arrangement, understanding, or agreement to:

1. Limit, restrain, lessen, or hinder competition in trade and commerce in dates between and among the States of the United States and/or between and among the United States and foreign countries, or to monopolize the sale and distribution of dates in such trade and commerce; or

2. Curtail or limit the number of persons, partnerships, corporations, and/or individuals engaging in the importation of dates into the United States; or

3. Hinder the persons, partnerships, corporations, and/or individuals engaged in the importation of dates into the United States in the conduct of their respective businesses either by cutting off sources of supply or by any other similar means; or

4. Limit or restrict date importations into the United States or fix or determine the quantity or quantities of dates that may be im-

ported into the United States annually from Iraq or any foreign country.

*It is further ordered,* That the complaint herein be, and the same hereby is, dismissed as to respondents Joseph Essaye, Hund Steinhardter and Lester Nordlinger, copartners, trading as Steinhardter & Nordlinger, The United Africa Co., Ltd., African & Eastern (Near East), Ltd., W. A. West, Balfour, Guthrie & Co., Ltd., and Alexander Weir.

*It is further ordered,* That the respondents The Hills Bros. Co., E. Suren, and Persian Gulf Products, Inc., shall within 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.

## Complaint

## IN THE MATTER OF

## AMERICAN DRUG AND CHEMICAL COMPANY

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

*Docket 4200. Complaint, July 26, 1940—Decision, Sept. 19, 1940*

Where a corporation engaged in sale and distribution of various drug products, including certain preparations designated and advertised by it as Ardanol, Chloro-Zol and Germ-I-Tabs, to purchasers in various other States and in the District of Columbia; in advertisements which it disseminated and caused to be disseminated concerning its said products in periodicals and trade journals and circulars, leaflets, folders, pamphlets, booklets, and other advertising literature, through the mails and through various other means in commerce and otherwise, and which were intended and likely to induce purchase thereof;

- (a) Represented directly and by implication that its said Ardanol was a cure or remedy for sterility in both sexes and would restore fertility of the generative organs, and was a reliable preventive of abortion, facts being, said product was not such a cure or remedy and possessed no value as such a preventive, and would not restore or beneficially effect fertility of organs;
- (b) Represented that its said products Chloro-Zol and Germ-I-Tabs constituted competent and effective antiseptics and germicides, and could be used as a basis to compound a reliable and effective douche for all needs and purposes in personal feminine hygiene, facts being, while products in question possessed antiseptic properties of a low toxicity, they were not competent or effective antiseptics or germicides and, whether used separately or together, did not constitute reliable or effective means of feminine hygiene; and
- (c) Represented that its said Chloro-Zol constituted a competent and effective treatment for bromidrosis, tetter, Cuban Itch, itching between the toes, blisters on the feet, irritations of the skin, acne, boils, halitosis, and body odors, facts being said Chloro-Zol did not constitute competent or effective treatment for aforesaid ailments and conditions;

With effect of misleading and deceiving a substantial portion of the purchasing public into the erroneous and mistaken belief that such statements and representations were true and, because of such belief, into purchase of its said product:

*Held*, That such acts and practices, under the circumstances set forth, were all to the prejudice and injury of the public, and constituted unfair and deceptive acts and practices.

*Mr. R. P. Bellinger* for the Commission.

## 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