

IN THE MATTER OF
WILLIAM B. BARTLETT, TRADING AS CHAMPION
BATTERY COMPANY

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

Docket 4578. Complaint, Aug. 27, 1941—Decision, Oct. 20, 1941

Where a corporation long engaged, under a corporate name including the word "champion," in the manufacture and in the interstate sale and distribution of spark plugs and other mechanical apparatus, had built up a valuable good will in aforesaid name as applied thereto, and members of the purchasing public had, through long usage, come to identify electrical and other mechanical apparatus and accessories bearing said name as products of aforesaid well and favorably known company, and manifested a preference therefor; and

Thereafter an individual engaged in the interstate sale and distribution of a so-called sales stimulator plan which included certificates and electric lanterns with batteries, and bulbs for use in connection therewith, and in soliciting sale of and selling his said plan under a method pursuant to which he took from the retailer a form of written order or contract by which latter ordered a certain number of certificates, depositing with said individual's agent a portion of the purchase price, balance to be paid upon delivery, and under which it was further provided that when the certificate was returned for redemption to the dealer by the customer it must be accompanied by a "trial order" for six Champion "heavy duty" batteries, at 10 cents each, and two bulbs at 10 cents each, the dealer deducting and retaining, as a refund for the certificate purchased, the sum of 10 cents and an additional 5 cents as a commission, and forwarding to said individual the 65 cent balance, whereupon latter was to send customer lantern, bulbs, and batteries—

- (a) Made use of word "Champion" in trade name and on said lanterns and on labels of said batteries, to induce the erroneous belief that his business was connected with, and his products manufactured by or purchased from, aforesaid long, well, and favorably known corporation, and thereby caused many members of the public to purchase his said products in such belief, and placed in the hands of retailers, a means whereby the purchasing public was misled and deceived;
- (b) Represented, in many instances, in soliciting dealers that they were purchasing outright a certain number of lanterns for 10 cents each, making no mention of the certificates whatsoever, while representing in other instances that he would redeem each of such certificates through the dealer without any further cost or obligation by furnishing to the latter for delivery to each customer who held a certificate "One nationally advertised Champion 'Red Guard' electric lantern";

Facts being that when contract, which called for a specified number of certificates and not lanterns, at 10 cents each, was presented to dealer, his signature was secured before he was given opportunity carefully to read the same; letters acknowledging receipts of orders were worded so as to imply an

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outright purchase, with dealer to receive a certain number of lanterns when shipment was made of certificates and advertising matter called for by the contract; the material was packed in container much larger than necessary and sufficiently large to package the number of lanterns expected by dealers, who did not discover that the packages sent contained certificates, advertising material, waste paper, and excelsior, and no lanterns, or only a few, until after payment of full balance of purchase price; and said individual did not redeem certificates by furnishing lanterns for delivery to dealer's customer-holders of certificates, but required dealer with each certificate returned for redemption, to secure from customer aforesaid purchase order for batteries and bulbs, and to forward him 65 cents before delivering lantern, batteries, and bulbs to customer;

- (c) Furnished to the dealer purchasing said plan, certain advertising matter for display and distribution, which represented that the pictured lantern had a retail value of \$1.29 and would be given by the dealer without charge to the customer upon the purchase of batteries, and bulbs therefor, at the regular price;

Facts being the lantern depicted did not have such value, never sold for said sum, and was not given by dealers without charge since the price charged by said individual for such batteries and bulbs was far in excess of their customary retail value and was sufficient to cover also the fair retail value of the lantern; and

- (d) Represented, further, through his agents and salesmen, to the customer dealers, that at the end of the 3-months' period mentioned in the contract any and all lanterns remaining in customer dealer's hands would be redeemed by said individual at the price paid therefor, and that such dealers were to have the right to exclusive distribution of such lanterns in certain specified territories;

Facts being such remaining lanterns were not redeemed by said individual at any price, and said individual entered into contracts with other persons for distribution of lanterns in the same territory in which dealers had theretofore been granted such "exclusive rights";

With effect of leading a substantial number of retail merchants and members of the purchasing public into the erroneous belief that aforesaid representations were true, and of causing them, because of such belief, to purchase his certificates and to execute contract in connection therewith:

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 in commerce.

Mr. Maurice C. Pearce for the Commission.

Mr. Henry Junge, of Chicago, Ill., for respondent.

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 William B. Bartlett, individually and trading as Champion Battery Co., hereinafter referred to as respondent, has violated the provisions of said act, and

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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, William B. Bartlett, is an individual doing business under the trade name of Champion Battery Co., with his office and principal place of business located at 549 West Washington Street, Chicago, Ill. Respondent is now, and since June 1940 has been, engaged in the business of offering for sale, selling, and distributing in commerce among and between the various States of the United States and in the District of Columbia to retail dealers a certain so-called sales stimulator plan, including in connection therewith the sale and distribution of certain certificates and various articles of merchandise which are used in connection with putting his plan into operation and effect. Respondent causes such certificates and articles of merchandise, including electric lanterns, batteries, and bulbs used in connection with the operation of his so-called sales stimulator plan, when sold, to be transported from his place of business in the State of Illinois to purchasers thereof located in various other States of the United States and in the District of Columbia. Respondent maintains, and at all times mentioned herein has maintained, a course of trade in the sale and distribution of said so-called sales stimulator plan and articles of merchandise used in connection with the operation of the same in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 2. Respondent, through his agents and salesmen, solicits and sells his so-called sales stimulator plan to retail dealers located in the various States of the United States. Respondent, in order to sell his so-called sales stimulator plan and said articles of merchandise, takes from the dealer a form of written order or contract in which the dealer orders a certain number of certificates, for which he deposits at the time with the agent of the respondent a portion of the purchase price, the balance to be paid upon delivery. The dealer is to distribute such certificates among his customers and prospective customers upon such basis as he may choose. The contract executed by the dealer provides that when the certificate is returned for redemption to the dealer by the customer it must be accompanied by a "trial order" for six Champion "heavy duty" batteries at 10 cents each and two bulbs at 10 cents each, and that the dealer is to deduct and retain as a refund for the certificate purchased the sum of 10 cents and an additional sum of 5 cents as a commission and must forward to the respondent the balance totaling 65 cents, whereupon the respondent is to send the customer the lantern, bulbs, and batteries. Respondent

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places the word "Champion" upon said lanterns and upon the labels of said batteries.

PAR. 3. Respondent, through his salesmen and agents, makes many false and misleading statements and representations with respect to his so-called sales stimulator plan. In soliciting dealers, and with a view to making sales contracts and increasing his business, respondent represents in some instances to prospective customer-dealers that they are purchasing outright a certain number of lanterns for the price of 10 cents each and no mention is made of the certificates whatsoever. In other instances respondent represents that he will redeem each of these certificates through the dealer without any further cost or obligation on the part of the dealer or customer by furnishing to the dealer for delivery to each customer who is the holder of a certificate "One nationally advertised Champion 'Red Guard' electric lantern." In truth and in fact the contract or order entered into by the dealer calls for the specified number of certificates at the price of 10 cents each instead of the number of lanterns the dealers are led to believe, and believe, they are purchasing. The contract is presented to the dealer and his signature secured before he is given an opportunity carefully to read the same, and a deposit is collected from him as a part of the purchase price for the plan, the balance to be paid upon the delivery of the order.

Respondent's letter to the customer-dealers acknowledging receipt of the order is worded so as to infer that the customer-dealers have made an outright purchase and will receive a certain number of lanterns. Thereafter, when respondent ships the order of certificates and advertising matter actually called for by the contract or order, signed by the customer-dealer, the material is packed in a container much larger than is necessary to package such certificates and advertising matter and large enough to package the number of lanterns the customer-dealer expects to receive. The customer-dealers do not discover that the package contains certificates, advertising material, waste paper, and excelsior and no, or only a few, lanterns until they have paid the full balance of the purchase price. In truth and in fact, respondent does not redeem these certificates through the dealer by furnishing lanterns to the dealer for delivery to the customers who are holders of certificates. The dealer, when a certificate is returned for redemption, is required to secure from such customer a purchase order for batteries and bulbs, together with a remittance of 80 cents as the purchase price thereof, and to forward the sum of 65 cents to the respondent, before the lantern, batteries, and bulbs are delivered to the customer by the respondent.

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Respondent furnishes the dealer purchasing said plan with certain advertising matter to be displayed and distributed by the dealer which represents that the lantern pictured and described in such advertising matter has a retail value of \$1.29 and that it will be given by the dealer without charge to customers upon the purchase by such customers of batteries and bulbs for said lantern at the regular price thereof.

The lantern pictured and described in the advertising matter furnished the dealers by the respondent does not have a retail value of \$1.29, nor has said lantern ever sold for such sum; such lantern is not given by the dealers without charge to their customers upon the purchase by such customers of batteries and bulbs at the regular price, as the price charged by the respondent for the batteries and bulbs is far in excess of their usual and customary retail value and is sufficient to cover also the fair retail value for the lantern.

Respondent's agents and salesmen represent to the customer-dealers that at the end of the 3-months' period mentioned in the contract any and all lanterns remaining in the customer-dealer's hands will be redeemed by the respondent at the price paid for them and that such customer-dealers are to have the right to exclusive distribution of such lanterns in certain specified territories.

The lanterns remaining in the customer-dealer's hands at the expiration of the 3-months' period mentioned in the contract are not redeemed by the respondent at the price paid for them nor does the respondent redeem such lanterns at any price. Customer-dealers are not given the right to exclusive distribution of such lanterns in certain specified territories nor does respondent intend or attempt to give such dealer customers exclusive rights to certain territory. Respondent enters into contracts with other persons for distribution of said lanterns in the same locality and territory in which dealers have theretofore been granted "exclusive rights."

PAR. 4. Respondent has caused the word "Champion" to be placed upon said lanterns and upon the labels of said batteries and has used the word "Champion" in said trade name to induce the belief upon the part of the public that respondent's said business is in some manner connected with, and that said products are manufactured by or purchased from the Champion Spark Plug Co.

The Champion Spark Plug Co. is a corporation organized and doing business under and by virtue of the laws of the State of Ohio, with its factory and principal place of business located at 900 Upton Avenue in the city of Toledo, State of Ohio. The Champion Spark Plug Company is now and for many years last past has been engaged in the manufacture of spark plugs and other mechanical apparatus,

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and in the sale and distribution of said products throughout the United States and in the District of Columbia. Said products are sold under, and designated by, the trade name "Champion." Said company has built up and enjoys a valuable good will in the word "Champion" as applied to its respective products. Members of the purchasing public have through long usage and over a long period of time identified electrical and other mechanical apparatus and accessories which bear the name "Champion" as the products of the well and favorably known Champion Spark Plug Co. and have manifested a preference for such "Champion" products.

PAR. 5. The use by the respondent of the word "Champion" in its trade name and as a mark or brand for his said products is confusing, misleading, and deceptive and causes many members of the purchasing public to believe that respondent's said business is connected with, and that said products are manufactured by or purchased from, the Champion Spark Plug Co. and causes them to purchase said products as a result of said belief. In truth and in fact, respondent's business is not in any manner connected with, and said products are not manufactured by or secured from, said Champion Spark Plug Co.

The use of the word "Champion" as a mark or brand on said products places in the hands of retailers a means and instrumentality whereby the purchasing public is misled and deceived.

PAR. 6. The use by the respondent of the foregoing false and misleading representations has had the capacity and tendency to and does lead a substantial number of retail merchants into the erroneous and mistaken belief that the aforesaid representations made by the respondent and his representatives are true, and to cause them, because of such erroneous and mistaken belief, to purchase respondent's certificates and to execute the contract in connection therewith.

PAR. 7. The aforesaid acts and practices of the respondent are all to the prejudice and injury of the public and constitute unfair and deceptive acts and practices 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 August 27, 1941, issued and subsequently served its complaint in this proceeding upon the respondent, William B. Bartlett, individually and trading as Champion Battery Co., charging him with the use of unfair and deceptive acts and practices in commerce in violation of the provisions of said act. The respondent subsequently filed his answer in which answer he admitted

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all the material allegations of fact set forth in said complaint and waived all intervening procedure and further hearing as to said facts. Thereafter, the proceeding regularly came on for final hearing before the Commission on the said complaint and the answer thereto, and the Commission having duly considered the matter 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. Respondent, William B. Bartlett, is an individual doing business under the trade name of Champion Battery Co. with his office and principal place of business located at 549 West Washington Street, Chicago, Ill. Respondent is now, and since June 1940 has been, engaged in the business of offering for sale, selling and distributing in commerce among and between the various States of the United States and in the District of Columbia to retail dealers a certain so-called sales stimulator plan, including in connection therewith the sale and distribution of certain certificates and various articles of merchandise which are used in connection with putting his plan into operation and effect. Respondent causes such certificates and articles of merchandise, including electric lanterns, batteries, and bulbs used in connection with the operation of his so-called sales stimulator plan when sold, to be transported from his place of business in the State of Illinois to purchasers thereof located in various other States of the United States and in the District of Columbia. Respondent maintains, and at all times mentioned herein has maintained a course of trade in the sale and distribution of said so-called sales stimulator plan and articles of merchandise used in connection with the operation of the same in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 2. Respondent, through his agents and salesmen, solicits and sells his so-called sales stimulator plan to retail dealers located in the various States of the United States. Respondent, in order to sell his so-called sales stimulator plan and article of merchandise, takes from the dealer a form of written order or contract in which the dealer orders a certain number of certificates, for which he deposits at the time with the agent of the respondent a portion of the purchase price, the balance to be paid upon delivery. The dealer is to distribute such certificates among his customers and prospective customers upon such basis as he may choose. The contract executed by the dealer provides that when the certificate is returned for re-

demption to the dealer by the customer it must be accompanied by a "trial order" for six Champion "heavy duty" batteries at 10 cents each and two bulbs at 10 cents each, and that the dealer is to deduct and retain as a refund for the certificate purchased the sum of 10 cents and an additional sum of 5 cents as a commission and must forward to the respondent the balance totalling 65 cents, whereupon the respondent is to send the customer the lantern, bulbs, and batteries. Respondent places the word "Champion" upon said lanterns and upon the labels of said batteries.

PAR. 3. Respondent, through his salesmen and agents, makes many false and misleading statements and representations with respect to his so-called sales stimulator plan. In soliciting dealers, and with a view to making sales contracts and increasing his business, respondent represents in some instances to prospective customer-dealers that they are purchasing outright a certain number of lanterns for the price of 10 cents each and no mention is made of the certificate whatsoever. In other instances respondent represents that he will redeem each of these certificates through the dealer without any further cost or obligation on the part of the dealer or customer by furnishing to the dealer for delivery to each customer who is the holder of a certificate "One nationally advertised Champion 'Red Guard' electric lantern." In truth and in fact the contract or order entered into by the dealer calls for the specified number of certificates at the price of 10 cents each instead of the number of lanterns the dealers are led to believe, and believe, they are purchasing. The contract is presented to the dealer and his signature secured before he is given an opportunity carefully to read the same, and a deposit is collected from him as a part of the purchase price for the plan, the balance to be paid upon the delivery of the order.

Respondent's letter to the customer-dealers acknowledging receipt of the order is worded so as to infer that the customer-dealers have made an outright purchase and will receive a certain number of lanterns. Thereafter, when respondent ships the order of certificates and advertising matter actually called for by the contract or order, signed by the customer-dealer, the material is packed in a container much larger than is necessary to package such certificates and advertising matter and large enough to package the number of lanterns the customer-dealer expects to receive. The customer-dealers, do not discover that the package contains certificates, advertising material, waste paper, and excelsior and no, or only a few, lanterns until they have paid the full balance of the purchase price. In truth and in fact, respondent does not redeem these certificates through the dealer by furnishing lanterns to the dealer for delivery to the customers

who are holders of certificates. The dealer, when a certificate is returned for redemption, is required to secure from such customer a purchase order for batteries and bulbs, together with a remittance of 80 cents as the purchase price thereof, and to forward the sum of 65 cents to the respondent, before the lantern, batteries, and bulbs are delivered to the customer by the respondent.

Respondent furnishes the dealer purchasing said plan with certain advertising matter to be displayed and distributed by the dealer which represents that the lantern pictured and described in such advertising matter has a retail value of \$1.29 and that it will be given by the dealer without charge to customers upon the purchase by such customers of batteries and bulbs for said lantern at the regular price thereof.

The lantern pictured and described in the advertising matter furnished the dealers by the respondent does not have a retail value of \$1.29 nor has said lantern ever sold for such sum; said lantern is not given by the dealers without charge to their customers upon the purchase by such customers of batteries and bulbs at the regular price, as the price charged by the respondent for the batteries and bulbs is far in excess of their usual and customary retail value and is sufficient to cover also the fair retail value of the lantern.

Respondent's agents and salesmen represent to the customer-dealers that at the end of the 3-months' period mentioned in the contract any and all lanterns remaining in the customer-dealer's hands will be redeemed by the respondent at the price paid for them and that such customer-dealers are to have the right to exclusive distribution of such lanterns in certain specified territories.

The lanterns remaining in the customer-dealer's hands at the expiration of the 3-months' period mentioned in the contract are not redeemed by the respondent at the price paid for them nor does the respondent redeem such lanterns at any price. Customer-dealers are not given the right to exclusive distribution of such lanterns in certain specified territories nor does respondent intend or attempt to give such customer-dealers exclusive rights to certain territory. Respondent enters into contracts with other persons for distribution of said lanterns in the same locality and territory in which dealers have heretofore been granted "exclusive rights."

PAR. 4. Respondent has caused the word "Champion" to be placed upon said lanterns and upon the labels of said batteries and has used the word "Champion" in said trade name to induce the belief upon the part of the public that respondent's business is in some manner connected with, and that said products are manufactured by or purchased from, the Champion Spark Plug Co.

The Champion Spark Plug Co. is a corporation organized and doing business under and by virtue of the laws of the State of Ohio, with its factory and principal place of business located at 900 Upton Avenue in the city of Toledo, State of Ohio. The Champion Spark Plug Co. is now and for many years last past has been engaged in the manufacture of spark plugs and other mechanical apparatus, and in the sale and distribution of said products, throughout the United States and in the District of Columbia. Said products are sold under, and designated by, the trade name "Champion." Said company has built up and enjoys a valuable good will in the word "Champion" as applied to its respective products. Members of the purchasing public have through long usage and over a long period of time identified electrical and other mechanical apparatus and accessories which bear the name "Champion" as the products of the well and favorably known Champion Spark Plug Co., and have manifested a preference for such "Champion" products.

PAR. 5. The use by the respondent of the word "Champion" in his trade name and as a mark or brand for his products is confusing, misleading, and deceptive, and causes many members of the purchasing public to believe that respondent's business is connected with, and that said products are manufactured by or purchased from, the Champion Spark Plug Company and causes them to purchase said products as a result of said belief. In truth and in fact, respondent's business is not in any manner connected with, and said products are not manufactured by, or purchased from, said Champion Spark Plug Co.

The use of the word "Champion" as a mark or brand on said products places in the hands of retailers a means and instrumentality whereby the purchasing public is misled and deceived.

PAR. 6. The use by the respondent of the foregoing false and misleading representations has had the capacity and tendency to, and does, lead a substantial number of retail merchants and members of the purchasing public into the erroneous and mistaken belief that the aforesaid representations made by the respondent and his representatives are true, and to cause them, because of such erroneous and mistaken belief, to purchase respondent's certificates and to execute the contract in connection therewith.

CONCLUSION

The aforesaid acts and practices of the respondent as herein found are all to the prejudice and injury of the public and constitute unfair and deceptive acts and practices 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 and the answer of respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that he waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that respondent has violated the provisions of the Federal Trade Commission Act.

It is ordered, That the respondent, William B. Bartlett, individually and trading as Champion Battery Co., or trading under any other name, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of so-called sales stimulator plans, and the certificates and lanterns, batteries and bulbs, or other merchandise used in connection with such plans, do forthwith cease and desist from:

1. Representing that dealers purchasing respondent's said plan will receive a designated number of lanterns or other articles of merchandise, when in fact the contract for the purchase of such plan provides only that a number of so-called trade certificates will be delivered to the dealer.

2. Representing that respondent will effect the redemption of trade certificates without further cost or obligation to the dealer or the dealer's customer.

3. Representing as the value of respondent's lanterns any amount which is in excess of the usual and customary retail price of such lanterns.

4. Supplying to dealers advertising matter which represents that lanterns furnished by such dealers to their customers are furnished free or without charge.

5. Supplying to dealers advertising matter representing that the prices charged for the batteries and bulbs to be purchased by the dealer's customer in order to receive a lantern are the usual and customary retail prices of such batteries and bulbs.

6. Representing that lanterns remaining in dealers' hands at the termination of said so-called sales stimulator plan will be redeemed by respondent.

7. Representing that respondent's dealers are given the right to exclusive distribution of respondent's products within certain designated territories.

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8. Using the word "Champion" to designate or describe respondent's products or otherwise representing that respondent's products are the products of the Champion Spark Plug Co., of Toledo, Ohio.

9. Using the word "Champion" as a part of respondent's trade name or otherwise representing that respondent is connected in any manner with the Champion Spark Plug Co., of Toledo, Ohio.

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

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IN THE MATTER OF

MILES BROKERAGE COMPANY, INC., MILES & COMPANY, INC., MILES-BRADFORD COMPANY, AND MILES-KANE COMPANY.

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION OF SUBSEC. (c) OF SEC. 2 OF AN ACT OF CONGRESS APPROVED OCT. 15, 1914, AS AMENDED BY AN ACT OF CONGRESS APPROVED JUNE 19, 1936

Docket 4519. Complaint, June 12, 1941—Decision, Oct. 22, 1941

Where a corporation engaged in Pennsylvania in conducting a brokerage business, acting as an intermediary in purchase and sale of commodities, principally foodstuffs, between numerous sellers and certain buyers, with office for transaction of said business in Buffalo, capital stock of which was held by 22 stockholders who also owned and controlled a majority interest in three corporations selling groceries, foodstuffs, and allied products at wholesale in the three trading areas in Pennsylvania, in which were located their respective principal places of business—

(a) Received and accepted, from sellers to one or more of said wholesale grocery concerns, brokerage fees, and commissions ranging from a fraction of 1 percent to 5 percent of the sales price of such purchases by said wholesalers, acting in all of such transactions, in fact for and on behalf of said three corporate wholesale grocers;

With the result that such majority stockholders of said wholesale grocers received from sellers, indirectly, in the form of cash dividends paid upon their stockholdings in said corporate broker, a substantial portion of the brokerage secured on purchases made by said wholesalers; and

Where said three corporate wholesalers—

(b) Received indirectly from sellers a substantial portion of the brokerage secured on their purchases by said corporate broker in the form of the use as buying office of the equipment and facilities of the latter's Buffalo office, maintained from the proceeds of said brokerage fees:

Held, That in so receiving and accepting brokerage fees and commissions from sellers upon purchases of commodities, said brokerage concern and said three corporate wholesalers violated the provisions of section 2 (c) of the Clayton Act, as amended by the Robinson-Patman Act.

Mr. P. C. Kolinski for the Commission.

Smith & Maine, of Clearfield, Pa., for respondents.

COMPLAINT

The Federal Trade Commission, having reason to believe that the parties respondent named in the caption hereof and hereinafter more particularly designated and described, since June 19, 1936, have violated and are now violating the provisions of subsection (c) of section 2 of the Clayton Act (U.S.C. title 15, sec. 13) as amended by