

Syllabus

IN THE MATTER OF
WALTER L. MILLER, TRADING AS WAMILL QUILT
FACTORIES

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

Docket 4108. Complaint, Apr. 25, 1940—Decision, Mar. 31, 1942

Where an individual, engaged in the manufacture and interstate sale and distribution of quilts, bed coverings, and other products; through agents soliciting orders, and through advertising folders, pamphlets, circulars post-cards, sales slips, and other literature—

- (a) Represented that the filling in his "Wamill Feather-Down Quilts" consisted of 50 percent goose down and 50 percent feather down, that the feathers therein were treated in a special manner which afforded complete and lifelong deodorization, and that such quilts were of extra large size, light weight, extra warm, free from lint, mothproof, and would last a lifetime, and would not slide;

The facts being "Feather-Down" was a misnomer, down being the undercoating of water fowl, consisting of light, fluffy filaments growing from one quill point without any quill shaft, of a softer and finer texture and fluffier than feathers, which consist of quill shafts and barbs growing therefrom; and its said "Feather-Down Quilt" were not, during the period concerned, filled with goose down and feather down in proportions set forth, but were filled with chicken feathers with only a slight trace of down; neither treatment in question nor any other applied to such quilts will afford lifelong deodorization and make them permanently mothproof, or do more than temporarily mask objectionable odors and temporarily repel moths; and other representations above set forth were also false;

- (b) Represented that the quoted price of \$18.95 or two for \$37.50 was an introductory or special price, limited as to time:

The facts being \$18.95 or two for \$37.50 was the regular and customary price at which he sold his said product; and he never sold them at \$37.50;

- (c) Represented that he maintained a laboratory fully and properly equipped with facilities for experimenting with and testing said products, materials of which they were composed, and durability thereof; and that quilts in question were developed and tested under supervision and direction of experts, qualified by special education, training and experience, and had been tested and found satisfactory as to quality, workmanship, and durability of materials; and

- (d) Represented that he had been in business for over fifteen years and had sold such products to over 40,000 customers without having received a single complaint or expression of dissatisfaction;

The facts being he did not maintain any laboratory equipped with necessary facilities for experimenting with and testing his products, or the materials of which they were composed, and had not sold his products to over 40,000 customers;

With effect of misleading and deceiving a substantial portion of the purchasing public into the mistaken belief that such statements were true, and of

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inducing it, because of such belief, to purchase substantial quantities of said products:

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.

Before *Mr. William C. Reeves*, trial examiner.

Mr. Carrel F. Rhodes for the Commission.

Van Cise, Robinson & Charlton, of Denver, Colo., 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 Walter L. Miller, individually, and trading as Wamill Quilt Factories, hereinafter referred to as respondent, has violated the provisions of 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, Walter L. Miller, is an individual operating and doing business under the trade name Wamill Quilt Factories, with his principal office and place of business located at 1026 Seventeenth Street, Denver, Colo.

PAR. 2. Respondent is now and for more than 1 year last past has been engaged in the business of manufacturing selling and distributing quilts, comforts, bedding, and like products, under the trade name Wamill Quilt Factories. Said respondent now causes and for more than 1 year last past has caused his said products to be sold directly by mail and by agents through various advertising mediums and has caused the same when sold to be transported from his principal place of business in Denver, Colo., to purchasers thereof located at points in various States of the United States other than the aforesaid State of Colorado, and in the District of Columbia.

There is now and has been for more than 1 year last past a course in trade of said products so sold by respondent in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 3. In the course and conduct of the business set out and described in paragraphs 1 and 2 hereof, respondent, for the purpose of inducing the purchase of commodities offered for sale by him, has circulated by mail to purchasers and prospective customers throughout the United States advertising folders, pamphlets, circulars, post cards, sales slips, letters, and other literature and through agents, personally soliciting orders, statements, and representations concerning the value,

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price, composition, workmanship, and materials of the quilts, comforts, bedding, and like products sold by him, typical of which statements and representations, among others, are the following:

Why Freeze Nights? Sleep warm under one Wamill Feather-Down Quilt. Warmest Quilt known to mankind. One Wamill Feather-Down Quilt is as warm as three wool blankets or four cotton quilts. Save Money on your bedding, have delivery made later if desired. We have a budget plan. * * *

SAVE

 $\frac{1}{2}$

RETURN CARD

Within 5 days

We have a budget plan

SAVE

 $\frac{1}{2}$

* * * * *

Save by ordering now—have delivery made later, if desired. One Wamill Feather-Down Quilt will keep you warm in zero weather. World's warmest quilt. If interested fill out and return this card at once for full details. No postage needed. Just mail it now. * * * This card from Wamill Quilt Factories, 1026 17th St., Denver, Colo. * * *

* * * * *

The highest grade sateen used exclusively by the Wamill Quilt Factories is a factor of economy because of its extra long life. Wamill Feather Quilts are guaranteed for 25 years and the sateen covering will not become shabby or lifeless during the entire life of the quilts.

* * * * *

After many years of hard use Wamill Quilt will look just as new, will be just as neat, and will be held together just as firmly as the day it was manufactured.

* * * * *

Wamill Feather Quilts fully moth-proofed as an added feature of protection.

* * * * *

Wamill Quilts are the final achievement of many years of Wamill Quilt Factories and subsidiary organizations.

Employ only men who are considered as authorities in the field. * * *

After carefully charting the ideal desires of our customers we work in our laboratories until we have developed the products which fully meet these qualifications.

* * * * *

Our policy greatly simplifies our marketing methods, save otherwise the extra cost of selling, we find out what you want, we develop it to perfection, manufacture it in economic volume, and we tell you about it.

Wamill Feather and Down Quilts—50% finest Goose Down, 50% finest Feather Down (quills out). Regular price \$37.50; sale price, 2 for \$37.50 * * * \$37.50 for 2, \$18.95 for one.

* * * Wamill Quilts are beyond comparison * * *. They cost less than ordinary bedding due to their long life. (With good care our quilts will last a lifetime.)

* * * * *

Research work * * * testing, surveying * * * for years was secretly carried on to find the elements that could possibly combine to form the ideal.

This work necessitated developing special manufacturing processes and ma-

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chines; raw materials were tried, changed, discarded for others. Finally all these elements essential to the ideal quilt were developed.

Wamill Quilts give you All these features—Extra large size; light weight; extra warmth; durability; non-slide; moth proof; no lint; economy; long life; beauty * * *.

To protect against the disgusting odor common with ordinary feather bedding, we treat all feathers in a special manner to afford complete and lifelong deodorization.

We have been engaged in manufacturing for over 15 years and enjoy the goodwill of thousands of satisfied customers.

There has been over 40 thousand customers who have purchased, and are using, Feather Quilts without a single complaint or dissatisfaction.

Half price sale * * * our special price * * * save $\frac{1}{2}$ * * * 5 days only—save $\frac{1}{2}$ * * * wonderful one-half price sale * * * special $\frac{1}{2}$ price sale.

“Down” means the under coating of water fowl, consisting of the light, fluffy filaments growing from one quill point, but without any quill shaft.

The 50 percent alleged feather down filling in respondent's said Wamill feather-down quilts—“50 percent finest Goose Down and 50 percent finest Feather down (quills out)”—is deceptive and misleading. There is no such thing as feather down. The phrase “quills out” shows that the said feather down is of an entirely different structure from down, which has no quill except a mere stub protruding from the skin of the fowl and carrying a tuft of filaments instead of veins composed of parallel ribs attached to a central quill. The word “feathers” as used in the quilt and bed padding industry means the natural feather of the goose, duck, chicken, and other birds or fowls, and there is no such classification recognized as feather-down.

Said statements and representations, together with similar statements and representations not herein set out in full, purport to be descriptive of respondent's Wamill feather-down quilts and like products and serve as representations on the part of the respondent to members of the purchasing public that said quilts were designed by specialists after extensive research work and experimentation; that the filling in said quilts is 50 percent goose down and 50 percent feather down; that the feathers in said quilts are treated in a special manner which affords complete and lifelong deodorization; that said quilts are of extra large size, light weight, extra warm, free from lint, mothproof, and will last a lifetime and will not slide; that \$37.50 is the usual, regular, and customary retail price for said quilts; that the quoted price of \$18.95 is an introductory or other special price limited as to time and is one-half the usual, regular, and customary selling price therefor; that respondent maintains a laboratory fully

and properly equipped with facilities for experimenting with and testing said products and the materials of which they are composed and the durability thereof, and that they were supervised and tested by experts qualified by virtue of special education, training, and practice for developing and testing the same, and that said products have been tested as to quality, workmanship, and durability of the materials of which they are composed and have been found satisfactory; that respondent had been in business for over 15 years and had sold over 40,000 customers who had purchased and are using said quilts without a single complaint or dissatisfaction.

PAR. 4. In truth and in fact, the statements and representations and prices quoted pursuant thereto, hereinabove set out, are deceptive, false, and misleading. Respondent does not maintain a laboratory fully and properly equipped with facilities for experimenting with and testing quilts and like products and the materials of which they are composed; respondent's quilts and other products and the materials of which they are composed are not developed, designed, and tested by specialists after extensive research work and experimentation; said quilts are not filled with 50 percent goose-down and 50 percent feather-down and are not extra large in size, light in weight, and extra warm; said quilts are not free from lint, are not mothproof and will not last a lifetime with ordinary use and care, and the statement that said quilts will not slide is untrue; said quilts have never had the usual, customary, and regular retail sales price of \$37.50; the purported introductory half price, \$18.95, or other special reduced price, is not, in fact, a reduced, introductory or special price reduced for a limited time. The price, \$18.95, quoted as an alleged introductory one-half price or other special price for an alleged limited period of time is, in fact, the usual, regular, and customary retail selling price of said quilts at all times, and respondent has regularly and customarily sold said quilts to all purchasers for a period of several years at said price. Respondent has not been engaged in this business for more than 15 years, nor had he, at the date of the advertisement containing the representations with regard to more than 40,000 persons having purchased said quilts, sold that quantity of quilts or any quantity approaching that number.

PAR. 5. The use by respondent of the foregoing false, deceptive, and misleading statements and representations with respect to its products disseminated as aforesaid has had and now has the capacity and tendency to and does mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that such statements and representations are true and to induce a substantial portion of the purchasing public because of such erroneous and

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mistaken belief, to purchase respondent's quilts, comforts, bedding and like products.

PAR. 6. The aforesaid acts and practices of respondent as herein alleged 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 April 25, 1940, issued and thereafter served its complaint in this proceeding upon respondent, Walter L. Miller, individually and trading as Wamill Quilt Factories, charging him with the use of unfair and deceptive acts and practices in commerce in violation of the provisions of said act. On May 31, 1940, the respondent filed his answer in this proceeding. Thereafter, a stipulation was entered into whereby it was stipulated and agreed that a statement of facts signed and executed by the respondent, Walter L. Miller, individually, and trading as Wamill Quilt Factories, and Richard P. Whiteley, Assistant Chief Counsel for the Federal Trade Commission 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 the 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 argument or the filing of briefs.

Thereafter, this proceeding regularly came on for final hearing before the Commission on said complaint, answer, and 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 this its findings as to the facts and its conclusion drawn therefrom:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Respondent Walter L. Miller is an individual trading and doing business under the trade name, Wamill Quilt Factories, with his principal office and place of business located at 1026 17th St., Denver, Colo.

PAR. 2. Respondent is now, and for more than five years last past has been, engaged in the manufacture, sale, and distribution of quilts, bed coverings, and other products. Respondent causes, and has

caused, his quilts and other products, when sold, to be transported from his place of business in the State of Colorado to purchasers thereof in other States of the United States and in the District of Columbia, and has maintained, and now maintains, a course of trade in said products in commerce in competition with other individuals, firms, and corporations engaged in the sale and distribution of similar products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 3. In the course and conduct of the aforesaid business respondent has, by means of agents engaged in the solicitation of orders from purchasers or prospective purchasers and by means of advertising folders, pamphlets, circulars, post cards, sales slips, and other literature circulated by mail to such purchasers or prospective purchasers, made various false and misleading statements and representations concerning the value, price, composition, workmanship, and materials of the quilts, bed coverings, and other products sold by him. These statements and representations have been made for the purpose of inducing the purchase of respondent's said quilts, bed coverings, and other products. Among and typical of such statements and representations are the following:

Why Freeze Nights? Sleep warm under one Wamill Feather-Down Quilt. Warmest Quilt known to mankind. One Wamill Feather-Down Quilt is as warm as three wool blankets or four cotton quilts. Save Money on your bedding, have delivery made later if desired. We have a budget plan. * * *

SAVE

 $\frac{1}{2}$

RETURN CARD

Within 5 days

SAVE

 $\frac{1}{2}$

We have a budget plan

* * * * *

Save by ordering now—have delivery made later, if desired. One Wamill Feather-Down Quilt will keep you warm in zero weather. World's warmest quilt. If interested fill out and return this card at once for full details. No postage needed. Just mail it now * * * This card from Wamill Quilt Factories, 1026 17th St., Denver, Colorado * * *.

Respondent used this advertisement prior and up to December 1, 1940.

The highest grade sateen used exclusively by the Wamill Quilt Factories is a factor of economy because of its extra long life. Wamill Feather Quilts are guaranteed for 25 years and the sateen covering will not become shabby or lifeless during the entire life of the quilts.

* * * * *

After many years of hard use Wamill Quilt will look just as new, will be just as neat, and will be held together just as firmly as the day it was manufactured.

* * * * *

Wamill Feather Quilts fully mothproofed as an added feature of protection.

* * * * *

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Wamill Quilts are the final achievement of many years of Wamill Quilt Factories and subsidiary organizations.

Employ only men who are considered as authorities in the field. * * *

After carefully charting the ideal desires of our customers we work in our laboratories until we have developed the products which fully meet these qualifications.

* * * * *

Our policy greatly simplifies our marketing methods, save otherwise the extra cost of selling, we find out what you want, we develop it to perfection, manufacture it in economic volume, and we tell you about it.

Wamill Feather and Down Quilts—50% finest Goose Down, 50% finest Feather Down (quilts out). Regular price \$37.50; sale price, 2 for \$37.50 * * * \$37.50 for 2, \$18.95 for one.

* * * Wamill Quilts are beyond comparison * * *. They cost less than ordinary bedding due to their long life. (With good care our quilts will last a lifetime.)

Research work * * * testing, surveying * * * for years was secretly carried on to find the elements that could possibly combine to form the ideal.

This work necessitated developing special manufacturing processes and machines; raw materials were tried, changed, discarded for others. Finally all these elements essential to the ideal quilt were developed.

Wamill quilts give you all these features—Extra large size; light weight; extra warmth; durability; non-slide; moth proof no lint; economy; long life; beauty * * *.

To protect against the disgusting odor common with ordinary feather bedding we treat all feathers in a special manner to afford complete and lifelong deodorization.

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There has been over 40 thousand customers who have purchased, and are using, Feather Quilts without a single complaint or dissatisfaction.

Half price sale * * * our special price * * * save $\frac{1}{2}$ * * * 5 days only—save $\frac{1}{2}$ * * * wonderful one-half price sale * * * special $\frac{1}{2}$ price sale.

Respondent admits making the aforesaid statements and representations up to September 1, 1938.

PAR. 4. The statements quoted in the preceding paragraph purporting to be descriptive of respondent's products serve as representations by him to members of the purchasing public that "Wamill Feather-Down Quilts" were designed by specialists after extensive research work and experimentation; that the filling in said quilts consists of 50 percent goose-down and 50 percent feather-down; that the feathers in said quilts are treated in a special manner which affords complete and lifelong deodorization; that said quilts are of extra large size, light weight, extra warm, free from lint, moth proof, will last a lifetime, and will not slide; that \$37.50 is the usual, regular, and customary price for said quilts; that the quoted price of \$18.95, or two for \$37.50, is an introductory or other special price limited as to

time; that respondent maintains a laboratory fully and properly equipped with facilities for experimenting with and testing said products, the materials of which they are composed, and the durability thereof; that said quilts were developed and tested under the supervision and direction of experts qualified by virtue of special education, training, and experience for developing and testing such products; and that said quilts have been tested and found satisfactory as to quality, workmanship, and durability of the materials of which they are composed; and that respondent has been in business for over 15 years and has sold such quilts to over 40,000 customers without having received a single complaint or expression of dissatisfaction from any purchaser.

PAR. 5. "Feather-Down" is a misnomer, as the composition of down is different from that of feathers. Down is the undercoating of water fowl, consisting of light, fluffy filaments growing from one quill point without any quill shaft, and is of a softer and finer texture and more fluffy than feathers. Feathers consist of quill shafts and barbs growing therefrom. Respondent's "Wamill Feather-Down Quilts" were not, during the period prior to September 1938, filled with 50 percent finest goose-down and 50 percent finest feather-down, but were in fact filled with chicken feathers and contained only a slight trace of down. Respondent's said quilts will not last a lifetime, and they will not retain their original appearance for 25 years, nor will the sateen covering of said quilts retain its original sheen and appearance during the entire life of the quilts. Said quilts are not the world's warmest bed covering, nor are they free from lint. The treatment applied to said quilts by respondent, or any known treatment, will not afford lifelong deodorization and make them permanently moth-proof, but will only temporarily mask objectionable odors and temporarily repel moths. Respondent does not maintain any laboratory equipped with the necessary facilities for experimenting with and testing quilts, bed coverings, and other products or the materials of which they are composed.

During the period prior to September 1, 1938, the regular and customary price at which respondent sold "Wamill Feather-Down Quilts" in the usual and ordinary course of business was \$18.95, or two for \$37.50, and those prices, though represented as special or reduced prices offered for a limited time, were in fact respondent's regular prices and were not limited as to time. Respondent has never sold such quilts at the price of \$37.50 and has not sold them to over 40,000 customers.

PAR. 6. The use by respondent of the false, deceptive, and misleading statements and representations with respect to his products, as

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found above, has had, and now has, the capacity and tendency to, and does, mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that such statements and representations are true, and induces, and has induced, members of the purchasing public, because of such erroneous and mistaken belief, to purchase substantial quantities of respondent's said products.

CONCLUSION

The aforesaid acts and practices of 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.

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, and a stipulation as to the facts entered into between the respondent herein and Richard P. Whiteley, Assistant Chief Counsel for the Commission, which provides, among other things, that the Commission may issue and serve upon the respondent herein 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 said respondent has violated the provisions of the Federal Trade Commission Act.

It is ordered, That respondent, Walter L. Miller, individually and trading as Wamill Quilt Factories, or trading under any other name or names, his agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of quilts, comforts, bedding or other products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing as the customary or regular prices of quilts, bed coverings, or other products, prices which are in excess of the prices at which such products are regularly and customarily sold by respondent in the normal and usual course of business.

2. Representing that the prices at which respondent offers for sale and sells his products constitute a discount to the purchaser, or that such prices are special or reduced, or sale or introductory prices, or one-half price, or that such prices are applicable for a limited time only, when in fact such prices are the usual and customary prices

at which respondent sells such products in the normal and usual course of business.

3. Using the word "down," either alone or in combination with any other word or words, to designate feathers or feather products other than the uncovering of water fowl as distinguished from feathers.

4. Representing that any of said products are composed of 50 per cent down, or any other percentage of down in excess of the actual percentage by volume of down in such product or products.

5. Representing that said quilts or other bed coverings are free from lint; or will last a lifetime, or any other period of time in excess of the time such products will last under ordinary conditions of use.

6. Representing that respondent has, or maintains a laboratory with the necessary facilities for experimenting with and testing quilts or bed coverings or the materials of which they are composed.

7. Representing that respondent has sold "Wamill Feather-Down Quilts," under that or any other name, to over 40,000 customers or any other number of customers in excess of the actual number of purchasers of such quilts.

8. Representing that respondent's quilts or other products, by reason of special treatments or otherwise, are rendered permanently mothproof or more than temporarily moth repellent.

It is further ordered, That the respondent shall, within 60 days after 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.

IN THE MATTER OF

NATHAN E. HERZFELD AND SAUL S. HERZFELD, TRADING AND DOING BUSINESS UNDER THE NAME STEPHEN RUG MILLS¹

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

Docket 4222. Complaint, Aug. 6, 1940—Decision, Mar. 31, 1942

Where two individuals engaged in the importation and competitive interstate distribution and sale of rugs to wholesale and retail dealers—

- (a) Used the word "Bombay" to designate certain rugs which closely resembled true Orientals, and word "Manchu" to designate rugs which closely resembled true Chinese Orientals, in invoices and other references to said rugs in sale to dealers, and on labels attached thereto, together with depiction of an Oriental scene, and, on other labels set forth inadequate and contradictory qualification "Made in Belgium" or "Made in Italy";

Notwithstanding fact rugs thus designated were not, as thus suggested, made in Bombay, India, or in China, and were not true Oriental or Chinese Oriental rugs, as generally understood, made by hand in the Orient and more particularly southwestern Asia, of pleasing texture and of original and beautiful design, with pile of wool or silk and wool, and threads individually knotted in a special manner, but, while so closely resembling Orientals as to be indistinguishable therefrom by a large portion of the purchasing public, were made on power looms in Belgium and Italy of cotton or jute, or both;

- (b) Represented that certain of their rugs were in all respects reproductions of true Chinese Oriental rugs through labels attached thereto upon which appeared the words, among others, "Chinese Ovalette Replica," together with an Oriental scene, along with other labels, "Made in Italy" or "Made in Belgium";

Notwithstanding fact rugs thus described were not exact copies of true Chinese Orientals in structure, method of manufacture or material, but merely simulated them;

¹ Original findings and order to cease and desist made as of January 7, 1942 (not published), were set aside by "Order Reopening Case for Amendment of Stipulation as to the Facts" which, made on March 9, 1942, was as follows:

This matter coming on to be heard by the Commission upon respondents' "Motion for an Order Amending and Amplifying the Record of this Proceeding" by incorporating in the Stipulation as to the Facts in this proceeding respondents' exhibits "A" to "H," inclusive, attached and annexed to said motion, and the Commission having duly considered the matter and being now fully advised in the premises.

It is ordered, That this case be, and the same hereby is, reopened for the purpose of amending and amplifying said Stipulation as to the Facts by incorporating therein and making a part thereof said exhibits "A" to "H," inclusive, attached and annexed to said motion.

It is further ordered, That the Findings as to the Facts and the Order to Cease and Desist issued herein on January 7, 1942, be, and the same hereby are, set aside.

It is further ordered, That respondents' said exhibits "A" to "H," inclusive, be incorporated in and made a part of said Stipulation as to the Facts.