

Syllabus

IN THE MATTER OF
ARTHUR VON SENDEN COMPANY, INC.COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914*Docket 5154. Complaint, Apr. 24, 1944—Decision, Oct. 25, 1944*

Where a corporation engaged in interstate sale and distribution of religious books, including the New Testament and a Catholic Prayer Book which were about $2\frac{3}{4}$ " by $4\frac{1}{2}$ " in size, with the front cover bearing an additional cover of steel, and which it designated as "Shield of Faith," "Heart-Shield Bible" and "Armored Bible"—

- (a) Represented and implied that its said books might stop bullets and save the lives of soldiers; that the life of one soldier had actually been saved because of the metal cover over a copy of the New Testament he carried; that such "armored" books were capable of deflecting bullets, shrapnel, or bayonets; and that the books fitted into the left breast pocket of the uniform and thereby protected the heart of the wearer; through circular letters, display cards, newspaper mats, and circulars which it furnished to its customers and prospective customers, and which reproduced a news item telling of the deflection of a bullet by a soldier's New Testament "with a metal heart shield" and such statements as "Armored New Testament or Catholic Prayer Book CAPABLE OF DEFLECTING BULLETS, SHRAPNEL OR BAYONETS. MAY SAVE A LIFE! THE HEART-SHIELD BIBLE FITS THE POCKET OVER THE HEART. THE ENGRAVED GOLD PLATED STEEL FRONT COVER PROTECTS THE HEART. IT FITS THE UNIFORM POCKET. With invasion at hand . . . it is more important than ever before . . . that you SEND YOUR SERVICE MAN a 'Shield of Faith' . . . TODAY";

The facts being that while there might have been isolated instances in which the carrying of a steel-covered copy of a Testament or Prayer Book was instrumental in preventing a wound or even saving the life of a soldier, its steel-covered books would not physically protect the person carrying one of them, or save his life; they were not capable of deflecting bullets, shrapnel, or bayonets; only in the event of a "spent" bullet would the book be sufficient to prevent the bullet from entering the body, in which case the book without the cover would be sufficient; said cover in fact created an additional hazard of causing a more serious wound, through distorting a bullet or deflecting a bayonet blow struck at an angle; while some pieces of shrapnel might be deflected, any book of about the same size and thickness would give the same protection; and the books did not "fit" the pocket of the uniform but were much smaller and did not necessarily protect nor fit over the heart of the wearer; and

- (b) Placed in the hands of its customers the means of making to the purchasing public such representations as above set out through recommending and suggesting to them that as a means of increasing their sales and profits they feature and utilize the aforesaid news item by means of such typical statements as "CASH IN ON THIS AMAZING EXPERIENCE OF A SOLDIER! ADVERTISE 'SHIELDS OF FAITH' NOW. SEND FOR NEWSPAPER MATS. One of the Great Stories of The War. Feature 'Shields of Faith' in your Show Window. We are enclosing a photographic reprint of one of the greatest stories that has come out of the war. This story appeared in many newspapers throughout the

Complaint

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country, and numerous of our customers have already picked up this story and used it in their advertising for 'Shields of Faith' . . . our suggestion is that you capitalize on this great story. Send for window displays and newspaper mats." The facts being that the news item recommended to be featured and displayed as aforesaid dealt with an isolated occurrence which could not fairly constitute a basis for any representation and implication that the carrying of metal-covered books would afford the same protection to all soldiers;

With tendency and capacity to mislead and deceive a substantial portion of the purchasing public, eager to seize any opportunity or means whereby in any manner the lives of friends and relatives in the armed forces might be protected or their chances for injuries and wounds lessened, with respect to the physical protection supplied by its books, and thereby cause it to purchase substantial quantities thereof:

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. John W. Addison*, trial examiner.

Mr. William L. Pencke for the Commission.

Reed, Smith, Shaw & McClay, of Pittsburgh, Pa., 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 Arthur Von Senden Co., Inc., a corporation, 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. Arthur Von Senden Co., Inc., is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania, with its principal office and place of business located at 321 Boulevard of Allies, in the city of Pittsburgh and State of Pennsylvania. Respondent is now and for more than one year last past has been engaged in the sale and distribution of religious books, including the New Testament and a Catholic Prayer Book. Said books are approximately two and three-quarter inches by four and one-half inches in size, with the front cover bearing an additional cover of steel. Respondent sells said books to retailers situated in the various States of the United States and in the District of Columbia, causing them to be transported from its said place of business in the State of Pennsylvania to purchasers thereof located in the various States of the United States other than the State of Pennsylvania and in the District of Columbia. Respondent maintains, and at all times herein mentioned has maintained a course of trade in said books in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 2. In the course and conduct of its business in commerce, as aforesaid, and for the purpose of inducing its prospective retailer customers, as well as members of the purchasing public to purchase said books, respond-

ent furnishes and has furnished to its customers and prospective customers advertising material consisting of circular letters, display cards, newspaper mats and circulars.

PAR. 3. In said advertising material, distributed as aforesaid, respondent has made and is making false, deceptive and misleading statements and representations with respect to the amount of protection afforded by carrying one of its steel covered books described by respondent as "Shields of Faith," "Heart-Shield Bible" and "Armored Bible" and sold and distributed in commerce as aforesaid, while serving with the armed forces. Among and typical of said statements and representations used and caused to be used by said respondent are the following:

BULLET BARS CHUTIST'S HOP
FROM PLANE ABOVE SICILY

* * *

In the left breast pocket of his jump suit Hines was carrying a New Testament with a metal heart shield sent him months ago by Miss Doris Jones of Labelle, Pa., with a request that "you wear it always." The bullet hit the metal cover just above the inscription, "May the Lord Be With You" and glanced off under his arm instead of penetrating his chest.

BIBLE STOPS
BULLET!

SAVES SOLDIER'S
LIFE!!

With invasion
at hand . . . it is
more important
than ever before . . .
that you SEND
YOUR SERVICE MAN
a "Shield of Faith"
. . . today.

ARMORED NEW TESTAMENT
OR CATHOLIC PRAYER BOOK
CAPABLE OF DEFLECTING BULLETS, SHRAPNEL
OR BAYONETS

MAY SAVE A LIFE.

THE HEART-SHIELD BIBLE FITS THE POCKET OVER THE HEART
THE ENGRAVED GOLD PLATED STEEL FRONT COVER PROTECTS
THE HEART
IT FITS THE UNIFORM POCKET

PAR. 4. Through the use of the aforesaid statements and representations and other of similar import and meaning not herein set out, respondent represents and implies that its so-called "Shields of Faith," "Heart-Shield Bible" and "Armored Bible" will stop bullets and save the lives of soldiers; that the life of one soldier had actually been saved because of the metal cover over a copy of the New Testament carried by said soldier; that said "armored" books are capable of deflecting bullets, shrapnel or bayonets; that said books fit into the left breast pocket of the uniform and thereby protect the heart of the wearer.

PAR. 5. In truth and in fact said representations, statements and implications used and disseminated and caused to be used and disseminated, as aforesaid, are false, exaggerated, deceptive and misleading. While there

may have been an isolated instance in which the wearing of a steel-covered copy of a Testament or Prayer Book was instrumental in preventing a wound or even saving the life of a soldier, respondent's said steel covered books will not physically protect the person carrying one of them, nor will said books save the life of a soldier as a result of the physical protection afforded. Said books are not capable of deflecting bullets, shrapnel or bayonets. Said armored books do not fit the pocket of the uniform in the sense that said books are approximately of the size of such pockets, but on the contrary they are much smaller and neither protect nor fit over the heart of the wearer.

The metal cover of respondent's said "armored" books would neither stop nor deflect a bullet, regardless of whether such bullet is fired from an automatic pistol, revolver, rifle, or machine gun, unless the bullet is a "spent" bullet by reason of having lost its velocity and, in such event, the book itself, without a metal cover, would be sufficient to prevent the bullet from entering the human body. Moreover, said metal cover, instead of being a protection, affords an additional hazard for the reason that a bullet passing through said cover will be distorted because of the impact on the metal and, upon entering the body, will cause a much more serious and painful wound than if the metal cover had not been present. While it may be true that some pieces of shrapnel striking a man may be deflected by said metal cover, any book of approximately the same size and thickness of the books sold by respondent would give the same protection against such shrapnel. In the case of rifle bullets, said cover would afford no protection whatever for the reason that the rifle bullets used in modern warfare would readily penetrate steel covers many times the thickness of respondent's metal cover. With respect to the deflection of bayonet thrusts, respondent's metal cover would not deflect a blow squarely struck upon it, but if a soldier were struck with a bayonet at an angle, said cover would merely deflect the blow in such a manner as to cause a more severe wound.

PAR. 6. In the course and conduct of its said business, as aforesaid, respondent, in addition to furnishing the advertising material, as hereinabove described, recommends and suggests to its said customers that as a means of increasing their sales and profits they feature and utilize the news item regarding the prevention of serious injury to a soldier carrying a metal covered Testament, set forth in paragraph 3 hereof. Typical of the recommendations and suggestions so made are the following:

CASH IN ON THIS AMAZING EXPERIENCE
OF A SOLDIER.

ADVERTISE "SHIELDS OF FAITH" NOW
SEND FOR NEWSPAPER MATS

One of the
Great Stories of
The War

Feature
"Shields of Faith"
in your Show Window

REPLENISH YOUR STOCK TODAY
SALES WILL BE TREMENDOUS

From every conceivable standpoint, this "ARMORED BIBLE"
is truly

TODAY'S GREATEST MILITARY GIFT

We are enclosing a photographic reprint of one of the greatest stories that has come out of the war. This story appeared in many newspapers throughout the country, and numerous of our customers have already picked up this story and used it in their advertising for "Shields of Faith" . . . our suggestion is that you capitalize on this great story. Send for window displays and newspaper mats.

PAR. 7. Through the use of the foregoing suggestions and recommendations, and others similar thereto, respondent places in the hands of its customers the means of making the false, misleading and deceptive representations to the purchasing public described in paragraphs 3 and 4 hereof. The display of said news item is calculated to and does create the belief in the mind of the purchasing public that respondent's steel-covered books afford protection against injury and death to all soldiers carrying the same.

PAR. 8. In truth and in fact, said recommendations and suggestions are not warranted by the facts. Said news item, recommended to be featured and displayed as aforesaid, deals with an isolated occurrence which cannot fairly constitute a basis for any representation and implication that the carrying of metal-covered books will afford the same protection to all soldiers. The suggestion to "cash in" and "capitalize" on said story is a mercenary perversion of a natural human reaction to news of casualties.

PAR. 9. There are presently in the United States millions of citizens who have relatives and friends in the armed services, many of whom are engaged in active combat, with resulting death and casualties in action. The concern and anxiety of those citizens whose friends and relatives are so engaged in active combat is very great and they will readily seize upon any opportunity or means whereby in any manner whatever the lives of such members of the armed forces may be protected or whereby the chances for injuries and wounds may be lessened. In making the statements and representations, as hereinabove set forth, respondent abuses and betrays the anxiety and confidence of such citizens by urging them to buy said armored books and commercializes the isolated experience of a soldier whose life may have been saved by reason of his wearing a metal-covered Testament or Prayer Book.

PAR. 10. The use of the said exaggerated, misleading and deceptive statements and representations, as aforesaid, has had and now has the tendency and capacity to, and does mislead and deceive a substantial number of the purchasing public into the erroneous and mistaken belief that said representations and implications are true. As a result of such erroneous and mistaken beliefs, many members of the purchasing public have purchased a substantial number of respondent's said metal-covered testaments.

PAR. 11. 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 April 24, 1944, issued and subsequently served its complaint in this proceeding upon the respondent, Arthur Von Senden Co., Inc., a corporation, charging it with the use of unfair and deceptive acts and practices in commerce in violation of the provisions of that act. After the filing by respondent of its answer to the complaint, certain stipulations of fact were entered into between the attorney for the Commission and the attorney for respondent, which stipulations provided, among other things, that the Commission might proceed upon the complaint, the answer, and the stipulations to make its findings as to the facts (including inferences which it might draw from the stipulated facts) and its conclusion based thereon, and might enter an appropriate order disposing of the proceeding. Oral argument before the Commission and the filing of briefs in support of and in opposition to the complaint were expressly waived. Thereafter, the proceeding regularly came on for final hearing before the Commission on the complaint, answer, and stipulations; 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. The respondent, Arthur Von Senden Co., Inc., is a corporation, organized, existing, and doing business under and by virtue of the laws of the State of Pennsylvania, with its principal office and place of business located at 321 Boulevard of Allies, Pittsburgh, Pa. Respondent is now and for more than one year last past has been engaged in the sale and distribution of religious books, including the New Testament and a Catholic Prayer Book. These books are approximately two and three-quarter inches by four and one-half inches in size, with the front cover bearing an additional cover of steel.

PAR. 2. Respondent sells its books to retailers situated in the various States of the United States and in the District of Columbia, causing them to be transported from its place of business in the State of Pennsylvania to such purchasers. Respondent maintains and at all times herein mentioned has maintained a course of trade in said books in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 3. In the course and conduct of its business in commerce, as aforesaid, and for the purpose of inducing its prospective retailer customers as well as members of the purchasing public to purchase its books, respondent has furnished to its customers and prospective customers advertising material consisting of circular letters, display cards, newspaper mats, and circulars.

In such advertising material respondent has made certain statements and representations with respect to the amount of protection afforded those serving with the armed forces by carrying one of its steel-covered

books designated by respondent as "Shield of Faith," "Heart-Shield Bible," and "Armored Bible." Among and typical of said statements and representations used and caused to be used by respondent were the following:

**BULLET BARS CHUTIST'S HOP
FROM PLANE ABOVE SICILY**

* * *

In the left breast pocket of his jump suit Hines was carrying a New Testament with a metal heart shield sent him months ago by Miss Doris Jones of Labelle, Pa., with a request that "you wear it always." The bullet hit the metal cover just above the inscription, "May the Lord Be With You" and glanced off under his arm instead of penetrating his chest.

Armored New Testament
or Catholic Prayer Book

**CAPABLE OF DEFLECTING BULLETS,
SHRAPNEL OR BAYONETS**

MAY SAVE A LIFE!

**THE HEART-SHIELD BIBLE
FITS THE POCKET OVER THE HEART**

**THE ENGRAVED GOLD PLATED STEEL
FRONT COVER PROTECTS THE HEART**

IT FITS THE UNIFORM POCKET

**BIBLE STOPS
BULLET!**

Saves
Soldier's
Life!

With invasion at hand . . .
it is more important
than ever before . . . that
you SEND YOUR SERVICE
MAN a "Shield of Faith"
... TODAY.

The first two items in the left-hand column of the above-quoted matter are quotations from a news item which appeared in the public press. These items did not originate with respondent but were later incorporated by respondent in some of its advertising material.

PAR. 4. Through the use of these statements and representations and others of similar import, respondent represented and implied that its so-called "Shield of Faith," "Heart-Shield Bible," and "Armored Bible" may stop bullets and save the lives of soldiers; that the life of one soldier had actually been saved because of the metal cover over a copy of the New Testament carried by the soldier; that such "armored" books are capable of deflecting bullets, shrapnel, or bayonets; and that the books fit into the left breast pocket of the uniform and thereby protect the heart of the wearer.

PAR. 5. While there may have been isolated instances in which the carrying of a steel-covered copy of a Testament or Prayer Book was instrumental in preventing a wound or even saving the life of a soldier, respondent's steel-covered books will not physically protect the person carrying one of them, nor will the books save the life of a soldier as a result

of the physical protection afforded. The books are not capable of deflecting bullets, shrapnel, or bayonets. The books do not fit the pocket of the uniform in the sense that they are approximately the size of the pocket but, on the contrary, they are much smaller and do not necessarily protect nor fit over the heart of the wearer.

The metal cover of respondent's books would neither stop nor deflect a bullet, regardless of whether such bullet is fired from an automatic pistol, revolver, rifle, or machine gun, unless the bullet is a "spent" bullet by reason of having lost its velocity; and in such event, the book itself, without a metal cover, would be sufficient to prevent the bullet from entering the human body. Moreover, the metal cover, instead of being a protection, creates an additional hazard for the reason that a bullet passing through the cover will be distorted because of the impact on the metal and, upon entering the body, will cause a much more serious and painful wound than if the metal cover had not been present. While it may be true that some pieces of shrapnel striking a man might be deflected by the metal cover, any book of approximately the same size and thickness would give the same protection against such shrapnel. In the case of rifle bullets the cover would afford no protection whatever, for the reason that the rifle bullets used in modern warfare would readily penetrate steel covers many times the thickness of respondent's metal cover. With respect to the deflection of bayonet thrusts, respondent's metal cover would not deflect a blow squarely struck upon it, but if a soldier were struck with a bayonet at an angle, the cover would merely deflect the blow in such a manner as to cause a more severe wound.

PAR. 6. The Commission, therefore finds, that the representations made by respondent with respect to its books, as set forth in paragraphs 3 and 4 hereof, were erroneous and misleading.

PAR. 7. In the course and conduct of its business respondent, in addition to furnishing the advertising material described above, recommended and suggested to its customers that as a means of increasing their sales and profits they feature and utilize the news item regarding the prevention of serious injury to a soldier carrying a metal-covered Testament set forth in paragraph 3 hereof. Typical of the recommendations and suggestions so made were the following:

CASH IN ON THIS AMAZING EXPERIENCE
OF A SOLDIER!

ADVERTISE "SHIELDS OF FAITH" NOW
SEND FOR NEWSPAPER MATS

One of the
Great Stories of
The War

Feature
"Shields of Faith"
in your Show Window

REPLENISH YOUR STOCK TODAY
SALES WILL BE TREMENDOUS

From every conceivable standpoint,
this "ARMORED BIBLE" is truly
TODAY'S GREATEST MILITARY GIFT

We are enclosing a photographic reprint of one of the greatest stories that has come out of the war. This story appeared in many newspapers throughout the country, and numerous of our customers have already picked up this story and used it in their advertising for "Shields of Faith" . . . our suggestion is that you capitalize on this great story. Send for window displays and newspaper mats.

PAR. 8. Through the use of the foregoing suggestions and recommendations and others similar thereto, respondent placed in the hands of its customers the means of making the representations to the purchasing public described in paragraphs 3 and 4 hereof. The display of such news item was calculated to create the belief in the minds of the purchasing public that respondent's steel-covered books might afford protection against injury and death to soldiers carrying them.

PAR. 9. In truth and in fact, such recommendations and suggestions were not warranted by the facts. The news item recommended to be featured and displayed as aforesaid dealt with an isolated occurrence which cannot fairly constitute a basis for any representation and implication that the carrying of metal-covered books will afford the same protection to all soldiers.

There are presently in the United States millions of citizens who have relatives and friends in the armed services, many of whom are engaged in active combat, with resulting death and casualties in action. The concern and anxiety of those citizens whose friends and relatives are so engaged in active combat is very great, and they will readily seize upon any opportunity or means whereby in any manner whatever the lives of such members of the armed forces may be protected or whereby the chances for injuries and wounds may be lessened.

PAR. 10. The record indicates that on or about May 1, 1944, shortly after the receipt by respondent of the complaint in this proceeding, respondent discontinued the representations in question and also discontinued furnishing its customers with the advertising material described above.

PAR. 11. The acts and practices of respondent, had the tendency and capacity, to mislead and deceive a substantial portion of the purchasing public with respect to the physical protection supplied by respondent's books, and the tendency and capacity to cause such portion of the public to purchase substantial quantities of such books as a result of the erroneous and mistaken belief so engendered.

CONCLUSION

The acts and practices of the respondent, as herein found, were all to the prejudice and injury of the public, and constituted 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 stip-

ulations of fact entered into between the attorney for the Commission and the attorney for respondent; and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act.

It is ordered, That the respondent, Arthur Von Senden Co., Inc., a corporation, and its officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of respondent's metal-covered books in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that respondent's books are capable of stopping or deflecting bullets, shrapnel, or bayonet thrusts, or otherwise affording physical protection to persons carrying such books.

2. Representing, directly or by implication, that respondent's books are approximately the size of the left breast pocket of a soldier's uniform, or that such books fit over or protect the heart.

3. Supplying to dealers news items or other printed or written material representing, directly or by implication, that books such as those sold by respondent are capable of affording physical protection to persons carrying them.

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

Syllabus

IN THE MATTER OF

UTAH WHOLESALE GROCERY, SYMNS-UTAH GROCER
COMPANY, ZIONS WHOLESALE GROCERY, AND JOHN
SCOWCROFT & SONS COMPANY

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

Docket 4643. Complaint, Nov. 25, 1941—Decision, Oct. 28, 1944

Where four wholesale grocers, engaged in the State of Utah in the interstate purchase and sale of groceries and other articles, doing about ninety per cent of the wholesale grocery business, in competition with others similarly engaged in Salt Lake City and in the trade territory of Utah, southern Idaho, southeastern Wyoming and eastern Nevada—

Agreed and conspired among themselves and with others to create and maintain a monopoly in the wholesale grocery business in aforesaid territory and, in connection therewith, undertook to drive out competitors and forestall potential competition; and in so doing—

- (a) Threatened to, and did, boycott manufacturers and jobbers for selling merchandise to their said competitors, and, upon learning of such sales, through threats and coercion caused said manufacturers and jobbers to divert the shipments in transit to others and thereby prevent the purchasers from obtaining their merchandise; and
- (b) Upon learning of cases where competitors had obtained groceries from manufacturers and jobbers, through concerted action among themselves and the manufacturers and jobbers, reduced the prices of such commodities to a point where said competitors could not sell them except at a loss;

Capacity, tendency and effect of which agreement and conspiracy, and aforesaid acts and practices, were to hinder and prevent dealers from obtaining merchandise; lessen and suppress competition; drive out competitors and forestall potential competition in the purchase, sale and distribution of merchandise at wholesale in the territory described; deprive the purchaser and consuming public of the advantages which they enjoy under normal and unobstructed or free and fair competition, in price, service, and other considerations in industry concerned; and otherwise operate as a restraint of trade and obstruction to the natural flow thereof into the channels of commerce:

Held, That such acts, practices and methods, under the circumstances set forth, were all to the prejudice of competitors and the public; had a dangerous tendency to and did actually hinder and prevent competition in the wholesale purchase, sale and distribution of groceries and other commodities; unreasonably restrained such commerce; had a dangerous tendency to create in said wholesale grocers a monopoly in the sale of said products; and constituted unfair methods of competition in commerce.

Before *Mr. John W. Norwood*, trial examiner.

Mr. Everett F. Haycraft and *Mr. Floyd O. Collins* for the Commission.

Mr. Louis H. Callister, of Salt Lake City, Utah, for Utah Wholesale Grocery, and, along with *Judd, Ray, Quinney & Nebeker*, of Salt Lake City, Utah, for Symns-Utah Grocer Co., who also represented Zion's Wholesale Grocery.

Thatcher & Young, of Ogden, Utah, for John Scowcroft & Sons Co.