

## Complaint

IN THE MATTER OF  
DODGE, INCORPORATED

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

*Docket 5185. Complaint, June 24, 1944—Decision, Jan. 19, 1945*

Where a corporation engaged in the interstate sale and distribution of a New Testament and a Catholic prayer book, designated as "Shields of Faith" and "Armored Bibles", with a steel plate over the front cover, intended principally for use by members of the armed forces, size of which,  $2\frac{3}{4}$  inch by  $4\frac{1}{2}$  inch, would permit their being carried in the breast pocket of a uniform; by means of circulars, advertisements in magazines and other advertising literature, directly and by implication—

Represented that such "Shields of Faith" and "Armored Bibles" were capable of deflecting bullets and that the steel covering afforded protection from wounds and might be the means of saving the lives of soldiers, through such typical statements as "SHIELDS OF FAITH ARMORED BIBLES Capable of deflecting bullets, shrapnel and bayonet. Fits the uniform breast pocket" (accompanied by a picture of a book bearing the inscription "May the Lord Be With You"), and "COVERED WITH HEAVY STEEL PLATE—SUNRAY FINISH";

The facts being said books were not capable of deflecting bullets except in such isolated instances as where the steel cover might be struck from an extreme angle, or the velocity of the projectile was substantially spent before striking the book; in latter event any similar book without a steel cover would accomplish the same result in most cases; and, rather than affording any substantial protection, the steel cover created an additional hazard in that the impact thereon of a bullet passing through would distort latter so as to cause a more serious and painful wound than would the case without it;

With capacity and tendency to mislead and deceive a substantial number of the purchasing public, including millions concerned for relatives and friends in the armed services, into the erroneous belief that said representations and implications were true, whereby many purchased the same:

*Held*, That such acts and practices were all to the prejudice and injury of the public, and constituted unfair and deceptive acts and practices in commerce.

Before Mr. Andrew B. Duvall, trial examiner.

Mr. William L. Pencke for the Commission.

Lord, Bissell & Kadyk, 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 Dodge, Inc., a corporation, herein-after 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. Dodge, Inc., is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Illinois, with its principal office and place of business located at 706 N. Hudson Avenue,

in the city of Chicago and State of Illinois. 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 causing them to be transported from its said place of business in the State of Illinois to purchasers thereof located in the various States of the United States other than the State of Illinois 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, respondent, by means of circulars, advertisements inserted in magazines having a national circulation, and other advertising literature, 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 armored or steel-covered books, described by respondent as "Shields of Faith" 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:

|                                                        |                                         |
|--------------------------------------------------------|-----------------------------------------|
| Shields of Faith                                       | Picture of book with<br>the inscription |
| Armored Bibles                                         | "May the Lord Be With You"              |
| Capable of deflecting bullets,<br>Shrapnel and bayonet | Actual Size                             |
| Fits the Uniform<br>Breast Pocket                      |                                         |

#### COVERED WITH HEAVY STEEL PLATE—SUNRAY FINISH

PAR. 3. Through the use of the aforesaid statements and representations and others of similar import and meaning not herein set out, the respondent represents and implies that its so-called "Shields of Faith" or "Armored Bibles" are capable of deflecting bullets, shrapnel and bayonet thrusts; that the steel covering on said books affords protection from wounds and may be the means of saving the lives of soldiers; that said books fit the breast pocket of the uniform and thereby protect the heart of the soldier.

PAR. 4. In truth and in fact said representations, statements and implications made and disseminated by the respondent as aforesaid, are false, deceptive and misleading. While there may be isolated instances in which said steel cover may deflect a bullet striking the same from an extreme angle, respondent's said steel-covered books will not physically protect the person carrying one of them, nor are they capable of deflecting bullets, shrapnel or bayonets. Said armored books do not fit the pocket

of the uniform in the sense that they are approximately of the size of such pockets, but on the contrary, they are much smaller than the breast pocket of the uniform 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 the 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 several 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. 5. 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 thus abuses and betrays the anxiety and confidence of such citizens by urging them to buy said armored books.

PAR. 6. 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. 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 June 24, 1944, issued and subsequently served its complaint in this proceeding upon respondent, Dodge, Incor-

porated, a corporation, charging it with the use of unfair and deceptive acts and practices in commerce in violation of the provisions of said act. Thereafter, at a hearing before an examiner of the Commission theretofore duly designated by it, certain facts were stipulated into the record, certain exhibits admitted into evidence, and pursuant to agreement there made other facts were later stipulated into the record. A report by the trial examiner, the filing of briefs, and oral argument were waived. Thereafter, this proceeding regularly came on for final hearing before the Commission upon the complaint and the stipulated facts and other evidence; 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, Dodge, Incorporated, is a corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal office and place of business located at 706 North Hudson Avenue, Chicago, Ill. For approximately a year preceding the issuance and until the service of the complaint herein the respondent was engaged in the sale and distribution of certain religious books; namely, a New Testament and a Catholic Prayer Book. These books were designated as "Shields of Faith" and "Armored Bibles" and were approximately  $2\frac{3}{4}$  inches by  $4\frac{1}{2}$  inches in size, with a steel plate over the front cover of each.

PAR. 2. In the course and conduct of its aforesaid business, respondent caused said books, when sold, to be transported from its place of business in the State of Illinois to purchasers thereof at their various points of location in States other than the State of Illinois and in the District of Columbia. Respondent thus maintained a course of trade in said products in commerce among and between various States of the United States and in the District of Columbia.

PAR. 3. As a means of promoting the sale of its said books to retail dealers and to members of the purchasing public, respondent, by means of circulars, advertisements inserted in magazines, and other advertising literature, made deceptive and misleading statements and representations concerning the physical protection afforded by carrying one of its steel-covered New Testaments or Catholic Prayer Books. Said books were principally intended for use by members of the armed forces of the United States, and were of a size that would permit their being carried in the breast pocket of a uniform. Typical of the statements and representations used by said respondent is the following:

#### SHIELDS OF FAITH ARMORED BIBLES

Capable of deflecting bullets,  
shrapnel and bayonet

Fits the uniform  
breast pocket

(Picture of  
book bearing  
inscription,  
"May the Lord  
Be With You.")

COVERED WITH HEAVY STEEL PLATE—SUNRAY FINISH

PAR. 4. Through the use of the aforesaid statements and representations, respondent represents, directly and by implication, that its so-called "Shields of Faith" and "Armored Bibles" are capable of deflecting bullets and that the steel covering affords protection from wounds and may be the means of saving the lives of soldiers. In truth and in fact, said representations, statements, and implications are false, deceptive, and misleading. The steel-covered religious books sold and distributed by respondent are not capable of deflecting bullets except in such isolated instances where the steel cover may be struck from an extreme angle or the velocity of the projectile is substantially spent before striking the book, and in the latter event any similar book without a steel cover would accomplish the same result in most cases. A Colt 45-caliber pistol using service type ammunition, even when fired from an angle of 45 degrees to the face of said books, will penetrate the steel cover, the book, and some three inches of wood in addition. The velocity of the bullet from the automatic pistol is approximately 800 feet per second, whereas many rifles and machine guns used in warfare have bullet velocities as high as 2,700 to 3,000 feet per second, and these projectiles would penetrate respondent's steel-covered religious books far more readily and from a more acute angle than a lower-velocity pistol bullet. Rather than affording any substantial protection, the steel cover on respondent's books creates an additional hazard for the reason that a bullet passing through the cover will be distorted by its impact on the metal and upon thereafter entering the body will cause a more serious and painful wound than if it struck the body before being flattened or distorted.

PAR. 5. There are 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 deaths and casualties in action. The concern and anxiety of those citizens whose friends and relatives are so engaged is very great and the use of the aforesaid exaggerated, misleading, and deceptive statements and representations by respondent has had the capacity and tendency to mislead and deceive a substantial number of the purchasing public into the erroneous and mistaken belief that said representations and implications are true, and as a result of such erroneous and mistaken beliefs many members of the purchasing public have purchased respondent's metal-covered religious books.

#### CONCLUSION

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.

#### ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, certain facts and other evidence stipulated into the record at a hearing before an examiner of the Commission theretofore duly designated by it, and other facts later stipulated by counsel (report of the trial examiner, the filing of briefs, and oral argument having been waived), and the Commission having made its findings as to the facts and its conclusion that the respondent in this proceeding has violated the provisions of the Federal Trade Commission Act:

Order

40 F. T. C.

*It is ordered,* That respondent, Dodge, Incorporated, a corporation, its officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of metal-covered books in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, directly or by implication, that said books will stop or deflect bullets or similar projectiles or will otherwise afford any substantial protection from such projectiles.

*It is further ordered,* That 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.

## Order

IN THE MATTER OF  
IMPERIAL CANDY COMPANY

## MODIFIED CEASE AND DESIST ORDER

*Docket 5046. Order, January 22, 1945*

Modified order in proceeding in question, in which original order issued on November 29, 1944, 39 F. T. C. 459, requiring respondent, its officers, etc., in connection with the offering for sale, etc., of peanuts or other merchandise, to cease and desist from selling said peanuts, etc., through use of lottery schemes, punch boards, push cards, Whirling Derbies, etc., as in said order below set forth.

*Mr. J. W. Brookfield, Jr.* for the Commission.

*Skeel, McKelvy, Henke, Evenson & Uhlmann*, of Seattle, Wash., for respondent.

## MODIFIED 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 the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that it waives all intervening procedure and further hearing as to said facts, 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, Imperial Candy Company, a corporation and its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of peanuts or any other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Selling or distributing peanuts or any other merchandise so packed and assembled that sales of such peanuts or other merchandise to the public are to be made or, due to the manner in which such merchandise is packed and assembled at the time it is sold by respondent, may be made by means of a game of chance, gift enterprise or lottery scheme.

2. Supplying to or placing in the hands of others punch boards, push or pull cards, Whirling Derbies, or other lottery devices, either with assortments of peanuts or other merchandise or separately, which said punch boards, push or pull cards, Whirling Derbies, or other lottery devices are to be used or may be used in selling or distributing such peanuts or other merchandise to the public.

3. Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise, or lottery scheme.

*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.