

Syllabus

IN THE MATTER OF
THE PARKER PEN COMPANY

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

Docket 4333. Complaint, Oct. 9, 1940—Decision, May 3, 1945

Where a corporation, engaged in the manufacture and competitive interstate sale and distribution of fountain pens and mechanical pencils, including its "Vacumatic" and "Blue Diamond" line which it sold under a "GUARANTEE" setting forth that the models there specified "are GUARANTEED FOR LIFE of the owner except against loss and wilful damage," and that "Any Parker Major or Maxima Vacumatic pen (not wilfully abused) when returned to us COMPLETE with all damaged parts will be serviced, repaired, or replaced FREE. . . . subject only to insurance, postage, and handling charges of 35¢," etc., and later under a "LIFE CONTRACT GUARANTEE" stating that "Parker's Blue Diamond on the pen clip is our life contract with the owner, guaranteeing to make good any damage to the pen (except loss or willful abuse) subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service"—

(a) Represented, directly or by implication, through featuring such statements "Guaranteed for Life," "Life Guaranteed," "Guaranteed Life Contract," "Life Contract Guarantee," in extensive advertisements of its pens in periodicals and newspapers of wide circulation in which no reference was made in the principal portions to said service charge that its pens were unconditionally guaranteed for the life of the owner; and failed to avoid the misleading effects of said representations by a small type statement at the bottom of the advertisement to the effect that its said guarantee was "subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service";

The facts being that in view of the service charge imposed by it, its pens could not properly be represented as guaranteed for life or for any other period of time; the purported guarantee was merely a contract whereby it agreed that during the life of the owner it would make necessary repairs and adjustments to the pen at the flat rate of thirty-five cents each, and the most that could be said of the agreement was that it was a guarantee of repair service on the pen; and

(b) Erroneously and misleadingly represented in its advertisements that its pens contained fourteen less parts than other self-filling fountain pens, and that the points on the pens were "Scratch-proof";

With tendency and capacity to mislead and deceive a substantial portion of the purchasing public, and to cause such public to purchase substantial quantities of its pens as a result, whereby substantial trade diverted unfairly to it from its competitors:

Held, That said acts and practices, under the circumstances set forth, were all to the prejudice of the public and competitors, and constituted unfair methods of competition and unfair and deceptive acts and practices in commerce.

As respects the question of the misleading effect of advertisements by a seller of its "Vacumatic" and "Blue Diamond" line of pens, which featured such statements as "Guaranteed for Life," "Life Guaranteed," "Guaranteed Life Contract," "Life Contract Guarantee," in extensive advertisements of its pens in periodicals and newspapers of wide circulation, and made no reference in the principal portions

thereof to the imposition of a service charge: A small type statement at the bottom of the advertisement to the effect that its said guarantee was "subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service" did not avoid the misleading effect of the aforesaid representations, since ordinarily it would escape the attention of the reader, and, even if displayed prominently, would still be insufficient, it being inconsistent with and contradictory of the representations that the pen was unconditionally guaranteed for the life of the owner; and the imposition of a charge for keeping the pen in usable condition was in direct conflict with its representations that the pen was unconditionally guaranteed for the life of the owner.

Before *Mr. Andrew B. Dwall*, trial examiner.

Mr. Karl Stecher for the Commission.

Jeffris, Mouat, Oestreich, Wood & Cunningham, of Janesville, Wis., 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 The Parker Pen Company, a corporation, hereinafter referred to as the 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, The Parker Pen Company, is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Wisconsin, with its principal office and place of business at Janesville, Wis. It is now, and has been for many years last past, engaged in the business of manufacturing and selling fountain pens and pencils. It causes said fountain pens and pencils, when sold, to be transported from its place of manufacture in Janesville, Wis., or from some other distributing point, to the purchasers thereof at their respective points of location in States other than the State from which said fountain pens or pencils are shipped and in the District of Columbia. Respondent maintains, and at all times mentioned herein has maintained, a course of trade in said fountain pens and pencils in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 2. Respondent is now, and has been during all the times mentioned herein, in substantial competition with other corporations, and with partnerships and persons also engaged in the business of manufacturing fountain pens and pencils and in the sale and distribution thereof in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 3. There is a belief on the part of a substantial portion of the purchasing public that when an article is stated to be guaranteed for life that it is represented to be made of such materials and in such manner that it will last for a lifetime without repair or adjustment when subjected to normal use, and that it will never be necessary to call on the manufacturer to make good on such guarantee except in rare instances in which some hidden defect or weakness accidentally or unavoidably escaped detection during the manufacturer's inspection.

Ever since the advent of self-filling fountain pens, in the case of the vast majority, if not practically all, of such pens made and sold by the manu-

facturers of high-grade fountain pens, the part or portion of the pen first to wear out, rot, deteriorate, or require replacement has been the rubber sac. This fact has been generally known and recognized by the users of such fountain pens.

Complicated filling mechanisms in fountain pens have likewise been subject to getting out of order, and the purchasing and using public therefore has a preference for simplicity in such mechanisms, as well as for long life and durability in all respects.

PAR. 4. In the course and conduct of its aforesaid business, and for the purpose of inducing the purchase of certain of its fountain pens designated "Vacumatic," respondent has caused various statements and representations relative to the quality, durability, and construction of said pens to be inserted in advertisements in newspapers, magazines and other publications having a general circulation throughout the various States of the United States and in the District of Columbia, and by continuities broadcast from radio stations which have sufficient power to, and do, convey the programs emanating therefrom to listeners located in various States of the United States other than the State in which said broadcasts originate. Among and typical of said statements and representations relative to said fountain pens designated "Vacumatic" are the following:

PARKER'S BLUE DIAMOND (blue diamond outline) MARK

means you'll Never Again have to buy a Pen

means it's GUARANTEED FOR LIFE! (blue diamond outline)

At the bottom of the page is a small blue diamond reference mark to the mark above, following which it is stated:

(Blue diamond outline) Pens marked with the Blue Diamond are guaranteed for the life of the owner against everything except loss or intentional damage, subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service.

its sacless filler abolishes 14 old-style parts.

The reason for its Utopian ink capacity is its patented Diaphragm filler. This provides more room for ink by abolishing 14 old-style parts. No rubber ink sac, no piston pump, no lever filler—it's revolutionary!

That patented *One-Hand* Sacless Filler with a *Big* Ink Reserve in place of a rubber ink sac.

A revolutionary sacless pen

Its Point of Platinum and Solid Gold is utterly Scratch-proof.

step up to any nearby counter and put your hand to this Scratch-Proof Point.

The above quotations and representations are not all-inclusive, but are merely illustrative of the type and character of those used by respondent in advertising its fountain pens which it designates "Vacumatic."

PAR. 5. Through the use of the aforesaid statements and representations by respondent, relative to its fountain pens designated "Vacumatic," and others of similar import or meaning not herein set out, respondent represents, directly or by implication, that:

1. Said fountain pens designated by the name or mark "Blue Diamond" are of such superior quality and durability that they will last a lifetime.

2. Said fountain pens designated by the name or mark "Blue Diamond" are guaranteed for life.

3. Said fountain pens contain 14 less parts than other self-filling fountain pens.

4. In said fountain pens the rubber sac and all of the trouble from wear, rot, deterioration, and the necessity for replacement of a rubber sac, which have long been characteristic of self-filling fountain pens having a rubber sac, have been eliminated.

5. Said fountain pens are equipped with points possessing exceptional qualities not possessed by any other pen points which make them absolutely scratch-proof under all conditions.

PAR. 6. The aforesaid statements and representations so made and used by respondents are false and misleading. Said fountain pens designated by the name Blue Diamond Vacumatic are not of such superior quality and durability that they will last a lifetime.

Said fountain pens designated "Blue Diamond Vacumatic" are not guaranteed for life. Whenever one of said fountain pens is sent to respondent for repair or adjustment, respondent exacts a charge of 35 cents purportedly for "postage, insurance and handling." This charge is made no matter how insignificant the repair or adjustment may be. Respondent's purported lifetime guarantee is therefore in no sense a genuine lifetime guarantee, nor is it a guarantee of any sort. It is instead merely a contract whereby respondent agrees for the life of the purchaser to make necessary repairs and adjustments at a flat rate of 35 cents each time the pen is sent to it for such service.

Respondent's fountain pens designated "Vacumatic" do not possess 14 less parts than other self-filling fountain pens, nor do they possess any less parts than a number of other self-filling fountain pens made and sold by respondent's competitors. Respondent has merely changed the size, shape or function of parts, without their elimination.

Respondent's fountain pens designated "Vacumatic" are not "sac-less," as that term is understood by a substantial portion of the purchasing public. The rubber sac has not been eliminated from the pen. The only change made by respondent is in the function of the sac. In respondent's "Vacumatic" fountain pens the rubber sac is merely inverted and used to create a vacuum in the barrel of the pen outside the sac, instead of inside the sac, as in other self-filling fountain pens using a rubber sac. The ink comes into contact with the sac in respondent's "Vacumatic" fountain pens, the same as in other pens. Said fountain pens are subject to all of the trouble from wear, rot, deterioration, and the necessity for replacement of the rubber sac, which have long been characteristic of self-filling fountain pens having a rubber sac.

Respondent's pen points designated "Scratch-Proof" possess no novel features not heretofore known and used by other manufacturers and sellers of high-grade pen points which make it impossible for them to scratch under all conditions. Said pen points will scratch under substantially the same circumstances and conditions as similar pen points made and sold by other reputable manufacturers.

PAR. 7. There are now, and have been, competitors of respondent manufacturing and selling fountain pens in commerce between and among the various States of the United States and in the District of Columbia who do not misrepresent in any manner whatsoever the quality or construction of the products offered for sale and sold by them, nor do they misrepresent the nature of any service offered in connection therewith, nor do they make misrepresentations of any other character or nature to induce the public to purchase the products offered for sale and sold by them,

PAR. 8. The aforesaid acts, practices and representations of the respondent herein detailed in connection with the advertising and sale of its aforesaid fountain pens had, and now have, the tendency and capacity to, and did and do, deceive and mislead a substantial portion of the purchasing public into the erroneous and mistaken belief that the aforesaid false and misleading acts, practices and representations are true, and into the purchase of substantial quantities of respondent's fountain pens because of such erroneous and mistaken belief so induced.

As a direct result of the aforesaid false and misleading acts, practices and representations by respondent, trade in commerce between and among the various States of the United States and in the District of Columbia has been diverted unfairly to the respondent from its said competitors who do not falsely represent their products, or any service offered in connection therewith. In consequence thereof, injury has been, and is being done by respondent in competition in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 9. The aforesaid acts and practices of respondent, as herein alleged, are all to the prejudice and injury of the public and of respondent's competitors and constitute unfair methods of competition in commerce and 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 October 9, 1940, issued and subsequently served its complaint in this proceeding upon the respondent, The Parker Pen Company, a corporation, charging it with the use of unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce in violation of the provisions of that act. After the filing of respondent's answer, testimony and other evidence in support of and in opposition to the allegations of the complaint were introduced before a trial examiner of the Commission theretofore duly designated by it, and such testimony and other evidence were duly recorded and filed in the office of the Commission. Thereafter, the proceeding regularly came on for final hearing before the Commission on the complaint, the answer thereto, testimony and other evidence, report of the trial examiner upon the evidence and the exceptions to such report, briefs in support of and in opposition to the complaint, and oral argument; 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, The Parker Pen Company, is a corporation, organized, existing, and doing business under and by virtue of the laws of the State of Wisconsin, with its principal office and place of business located in Janesville, Wis. Respondent is now, and for many years last past has been, engaged in the manufacture and sale of fountain pens and mechanical pencils.

PAR. 2. Respondent causes and has caused its fountain pens and pencils, when sold, to be transported from its place of business in the State of

Wisconsin or from some other distributing point to the purchasers thereof at their respective locations in various States of the United States other than the State from which such products are shipped, and in the District of Columbia. Respondent maintains and has maintained a course of trade in its products in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 3. Respondent is now, and has been, in substantial competition with other corporations and with partnerships and individuals engaged in the sale and distribution of fountain pens and mechanical pencils in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 4. In 1933, respondent began the manufacture and sale of a line of fountain pens designated by it as "Vacumatic" pens, and some two or three years later respondent adopted the policy of "guaranteeing" the higher priced models of this pen for the life of the owner. While the guarantee certificate issued with the pen has been changed from time to time as to form, there has been little change as to substance. The form of certificate adopted in 1937 read as follows:

GUARANTEE

Parker Vacumatic pens, Major and Maxima models, priced at \$8.75 and \$10 are GUARANTEED FOR LIFE of the owner except against loss and wilful damage.

Any Parker Major or Maxima Vacumatic pen (not wilfully abused) when returned to us COMPLETE with all damaged parts will be serviced, repaired, or replaced FREE . . . subject only to insurance, postage, and handling charges of 35¢.

All other Parker Vacumatic pens are guaranteed against defective materials and workmanship. Any part missing or broken by accident or ill usage will be replaced at our current nominal charge for such part only, plus insurance, postage, and handling of 35¢.

This guarantee is rendered void if any parts other than genuine Parker parts are fitted to the pen, but it may be reinstated by such substituted parts being replaced by us at our regular repair parts prices.

THE PARKER PEN COMPANY

Janesville, Wisconsin

In 1939, some two years after respondent began the use of this form of certificate, it adopted as a mark of identification for certain of its "Vacumatic" pens the outline of a diamond, in blue, and the pens so marked are designated by respondents as "Blue Diamond" pens. The form of guarantee certificate presently used by respondent in connection with such pens reads as follows:

LIFE CONTRACT GUARANTEE

Parker's Blue Diamond on the pen clip is our life contract with the owner, guaranteeing to make good any damage to the pen (except loss or wilful abuse) subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service.

PARKER PENS NOT BEARING BLUE DIAMOND are guaranteed mechanically perfect. Repairs and replacements of missing or damaged parts will be made at our current nominal charges.

This guarantee is invalid if any parts other than genuine Parker parts are fitted to the pen. However, the guarantee may be reinstated if such substituted parts are replaced by us at our repair parts prices.

THE PARKER PEN COMPANY, Janesville, Wisconsin

As indicated in the foregoing certificates, the owners of respondent's pens are required to pay the sum of 35 cents each time the pen is returned to respondent for repair or adjustment. The record shows that the servicing of the pens is done by respondent at a loss, as the cost averages from 40 to 50 cents on each pen, exclusive of the cost of new parts.

PAR. 5. Respondent advertises its pens extensively throughout the United States, large advertisements being inserted in periodicals having nation-wide circulation and in newspapers published in many of the principal cities throughout the country. These advertisements feature such expressions and statements as "Guaranteed for Life," "Life Guaranteed," "Guaranteed Life Contract," and "Life Contract Guarantee." No reference is made in the principal portions of the advertisement to the fact that a service charge is made by respondent for servicing and repairing the pen. At or near the bottom of the advertisement, however, there usually appears, in small type, a statement reading substantially as follows:

Parker's Blue Diamond on the Pen is our Life Contract with the owner Guaranteeing the pen against everything (except loss and intentional damage) subject only to a charge of 35¢ for postage, insurance, and handling, provided complete pen is returned for service.

Immediately preceding this statement is the outline of a blue diamond, which refers to the word "Guaranteed" in the body of the advertisement, this word being also preceded by a blue diamond. These marks appear to be used by respondent instead of asterisks, the purpose evidently being to emphasize the distinguishing mark of the pen.

PAR. 6. The Commission finds that through the use of the statements "Guaranteed for Life," "Life Guaranteed," "Guaranteed Life Contract," "Life Contract Guarantee," and others of similar import in connection with its pens, respondent represents, directly or by implication, that its pens are unconditionally guaranteed for life of the owner—that is, that if for any reason other than wilful damage or abuse the pen should fail to give satisfactory service for such period of time, it will be repaired or replaced by respondent without charge.

PAR. 7. Respondent concedes that a substantial portion of the pens do not last for the life of the owner without repair or adjustment, and the record affirmatively shows that every year some two hundred thousand of the pens are returned to respondent for necessary servicing, repair, or replacement of some part of the pen.

In view of the service charge imposed by respondent, its pens cannot properly be represented as guaranteed for life or for any other period of time. The purported guarantee is not in fact a guarantee of the pen but is merely a contract whereby respondent agrees that during the life of the owner it will make necessary repairs and adjustments to the pen at the flat rate of 35 cents each time the pen is returned to respondent for such service. The most that can be said of the agreement is that it is a guarantee of repair service on the pen. It is in no sense a guarantee of the pen itself.

PAR. 8. The Commission therefore finds that the foregoing representations made by respondent with respect to its pens are erroneous and misleading.

Nor is the misleading effect of respondent's representations avoided by the insertion in the advertisements of the statement (set out in paragraph

5 above) with respect to the service charge. As heretofore pointed out, this statement appears in small type and occupies an inconspicuous position in the advertisement. Ordinarily, it would escape the attention of the average reader. Even were it displayed prominently, however, the statement would still be insufficient, because it is inconsistent with and contradictory of the representations in the advertisement that the pen is unconditionally guaranteed for the life of the owner. The imposition of a charge for keeping the pen in usable condition is in direct conflict with respondent's representation that the pen is unconditionally guaranteed for life.

PAR. 9. Respondent has also represented in its advertisements that its pens contain fourteen less parts than other self-filling fountain pens and that the points on the pens are "Scratch-proof." These representations are likewise erroneous and misleading. Respondent's pens do not contain fourteen less parts, or any appreciably smaller number of parts, than other self-filling fountain pens, nor are the points scratch-proof. The use of these representations was discontinued by respondent some four years ago.

Complicated filling mechanisms in fountain pens are more likely to get out of order than are mechanisms which are more simple in construction, and the purchasing public therefore has a preference for simplicity in such mechanisms.

PAR. 10. The use by respondent of the erroneous and misleading representations herein set forth has the tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that respondent's pens possess qualities and characteristics which they do not in fact possess and that such pens are unconditionally guaranteed for the life of the owner, and the tendency and capacity to cause such portion of the public to purchase substantial quantities of respondent's pens as a result of the erroneous and mistaken belief so engendered. In consequence thereof, substantial trade has been and is being diverted unfairly to respondent from its competitors, among whom are those who do not engage in the acts and practices herein described.

CONCLUSION

The acts and practices of the respondent, as herein found, are all to the prejudice of the public and of respondent's competitors, and constitute unfair methods of competition in commerce and 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, testimony and other evidence taken before a trial examiner of the Commission theretofore duly designated by it, report of the trial examiner upon the evidence and the exceptions to such report, briefs in support of and in opposition to the complaint, and oral argument; 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, The Parker Pen Company, 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 fountain pens in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the words "Guaranteed for Life," "Life Guaranteed," "Guaranteed Life Contract," "Life Contract Guarantee," or any word or words of similar import, alone or in conjunction with any other word or words, to designate, describe, or refer to respondent's pens, or otherwise representing, directly or by implication, that such pens are unconditionally guaranteed for life, unless respondent does in fact make, without expense to the owner, any repairs or replacement of parts which may be necessitated during the life of the owner by any cause other than wilful damage or abuse.

2. Representing, directly or by implication, that respondent's pens are unconditionally guaranteed for any designated period of time, unless respondent does in fact make, without expense to the owner, any repairs or replacement of parts which may be necessitated during such designated period by any cause other than wilful damage or abuse.

3. Representing, directly or by implication, that respondent's pens contain fourteen less parts than other self-filling fountain pens; or that respondent's pens contain any smaller number of parts than other pens, when such is not the fact.

4. Representing, directly or by implication, that the points on respondent's pens are "Scratch-proof."

Nothing contained in this order, however, shall be construed as prohibiting respondent from representing truthfully that the service on its pens (as distinguished from the pens themselves) is guaranteed for life or other designated period of time, even though a charge is imposed by respondent in connection with such servicing, provided the terms of such guarantee, including the amount of such charge, are clearly and conspicuously disclosed in immediate conjunction with such representation.

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.

IN THE MATTER OF
EVERSHARP, INC.

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

Docket 4590. Complaint, Sept. 15, 1941—Decision, May 3, 1945

Where a corporation engaged in the manufacture and competitive interstate sale and distribution of fountain pens and mechanical pencils, making use of a guarantee certificate which, prior to institution of instant proceeding, read "GUARANTEED FOREVER The Eversharp Gold Seal Doric Pen is GUARANTEED FOREVER—except against loss, theft, willful damage or abuse. This means specifically it is guaranteed to give you faithful service *without limitation as to years*. No charge will be made for repairs except a slight service charge of thirty-five cents (35¢) to cover handling, postage and insurance," etc.—

Represented, directly or by implication, in advertisements in newspapers, magazines, etc. and through point-of-sale advertising supplied to retailers including display posters, cards, etc., and particularly through radio broadcasts conveying programs to listeners in many states, in which pens and pencils were represented as "guaranteed forever" and customarily as "guaranteed not for years—not for life—but GUARANTEED FOREVER," that such pens and pencils were unconditionally guaranteed forever or without limitation as to time, that is, that if at any time and for any reason other than wilful damage or abuse the pen or pencil should fail to give satisfactory service, it would be repaired or replaced by it without charge; and failed to avoid or correct such misleading representations through the disclosure in its more recent advertisements that a service charge must be paid, and which, furthermore, in some of its radio broadcasts, employed chiefly for its advertising and usually lasting thirty minutes, was not made in connection with each mention of the guarantee but was deferred until near the close of the program;

The facts being that in view of the service charge imposed by it its products could not properly be represented as guaranteed forever or for any other period of time; the purported guarantee was in fact merely a contract whereby it agreed that it would at any time make necessary repairs and adjustments to the pen or pencil at the flat rate of thirty-five cents each time the pen or pencil was returned to it for such service; and the most that could be said of the agreement was that it was a guarantee of repair service;

With tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that its pens and pencils were unconditionally guaranteed forever and, as a result, to cause its purchase of substantial quantities thereof;

Held, That said acts and practices, under the circumstances set forth, were all to the prejudice of the public and constituted unfair and deceptive acts and practices in commerce.

As respects the question of the misleading effect of advertisements by a seller of fountain pens and pencils which in its guarantee certificate entitled, "GUARANTEED FOREVER," set forth that the product was "GUARANTEED FOREVER—except against loss, theft, willful damage or abuse. This means specifically it is guaranteed to give you faithful service *without limitation as to years*," and "No charge will be made for repairs except a slight service charge of thirty-five cent,