

IN THE MATTER OF
BETTER LIVING, INC., ET AL.

ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 6290. Complaint, Jan. 25, 1955—Decision, Nov. 29, 1957

Order requiring Philadelphia operators of retail stores in Pennsylvania, New York, New Jersey, and Maryland, to cease using bait advertising in the sale of their aluminum storm doors, aluminum storm windows, and aluminum awnings, and to cease making false representations in advertising and trade literature concerning prices and terms of sale, guarantees, durability of their products, prizes purportedly awarded in competitive contests, and fuel savings resulting from installation.

Mr. Daniel J. Murphy for the Commission.

Mr. Robert John Brecker, Mr. Isadore A. Shrager and Mr. Sidney Ginsberg, of Philadelphia, Pa., for respondents.

INITIAL DECISION BY ABNER E. LIPSCOMB, HEARING EXAMINER

THE COMPLAINT

On January 25, 1955, the Federal Trade Commission issued its complaint in this proceeding, charging the Respondents with dissemination of false advertisements to promote sales of aluminum storm doors, windows and awnings in commerce, in violation of the Federal Trade Commission Act.

THE ANSWER

On March 15, 1955, Respondents submitted an answer to the complaint herein, denying the principal charges thereof.

HEARINGS AND PROPOSED FINDINGS

Hearings were held in Washington, D.C. and Philadelphia, Pennsylvania, at which evidence was presented in support of and in opposition to the allegations of the complaint. Thereafter, counsel submitted proposed findings as to the facts and proposed conclusions, whereupon the proceeding came before the Hearing Examiner for his consideration of the entire record and issuance of an initial decision based thereon.

IDENTITY AND ORGANIZATION OF THE RESPONDENTS

Respondent Better Living, Inc. is a Pennsylvania corporation, with its office and principal place of business formerly located at 37th and Walnut Streets, now located at 21st and Godfrey Streets, Philadelphia, Pennsylvania. Individual Respondents Carl Mickelson and Fred E. Block are, respectively, President and Treasurer, and Vice-President and Secretary, of the corporate Respondent, having the same address. The individual Respondents formulate, direct and control the acts, policies and business affairs of the corporate Respondent. The individual Respondents herein have also been partners trading and doing business as Aluminum Storm Window Company, but in 1954 this partnership was converted into a corporation of the same name, with the former partners as the principal officers thereof, which positions they still hold. Respondents own, control and operate retail stores in the States of Pennsylvania, New York, New Jersey and Maryland.

NATURE AND SCOPE OF RESPONDENTS' BUSINESS

Respondents have been for several years last past, and now are, engaged in the sale and distribution of aluminum storm doors, storm windows and aluminum awnings. Respondents distribute their products from their place of business in Pennsylvania to purchasers located in various other states of the United States and in the District of Columbia. Respondents compete with various others in their course of trade in commerce in such products, which is substantial.

ADVERTISEMENTS DISSEMINATED

For the purpose of soliciting the sale of, and selling, their aluminum products in commerce, Respondents have represented in correspondence, advertisements, and trade literature disseminated in commerce, among other things, as follows:

Greatest Fuel Savings on Record;

* * * Storm Windows covered by Unconditional Guarantee;

\$14.95 plus "vacuum type" installation for larger size standard windows 24 $\frac{1}{4}$ " by 45".;

Every Installation GUARANTEED;

Better Living, Inc., "Beauty Prize" storm windows and doors. Acclaimed from Coast to Coast First Prize Winners for Beauty. Choice of Famous Home Stylists.;

Storm windows * * * pay for themselves over and over again in fuel and maintenance savings;

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All Storm Windows you need—Any size you need \$14.95 * * * Large size standard windows 24½" x 45".;

Aluminum storm doors * * * \$59 size 34" x 77".;

Repeated by Popular Demand 3 days only! * * * Storm and Screen Doors \$10 * * * with purchase of 8 or more satin-finish aircraft aluminum * * * STORM WINDOWS;

Fully Guaranteed;

Your Installation Fully Guaranteed for Life;

* * * Everlasting Aluminum Door * * *;

SAVE ½ ON FUEL;

Prompt Installation;

Beautiful 1" thick all aluminum STORM & SCREEN DOORS \$10.00 * * * REG. \$90 installed;

IMMEDIATE INSTALLATION;

Profit Guaranteed Installations;

WORLD'S LOWEST PRICES;

Nationally Adjudged America's Finest! * * *;

Mr. and Mrs. Home Owner! Can you Spare \$4.92 per month to guarantee yourself lowered household expense?;

Studies made by the U.S. Government Conservation Division (official manual 599141- * * *) clearly reveal that beyond question Storm Windows will definitely cut your heat loss "as much as 50%";

All good storm windows pay for themselves and show a profit * * *;

Better Living, Inc., unconditionally guarantees to lower your household expenses! Why can we fearlessly, unhesitatingly, publish such a guarantee, black on white? Who is the authority behind the guarantee? We'll tell you why, we'll tell you who: The United States Government also black on white and indisputable, clearly reveals that, beyond question, Storm Windows will definitely cut your fuel bills when accurately measured and properly installed "Heat Loss" says Uncle Sam "can be reduced as much as 50%";

"The many square feet of window panes in the average house are therefore one of the prime factors in the heat loss. This loss can be reduced as much as 50% by the use of storm windows * * *" official manual U.S. Gov. Conservation Division Booklet 599141.;

We unconditionally guarantee to install FOUR (4) Genuine YOUNGSTOWN ALUMINUM STORM WINDOWS for only \$4.92 per month.;

STORM AND SCREEN DOORS

\$10

ACTUAL VALUE \$90 Installed

* * *

With purchase of 8 or more satin-finish aircraft aluminum triple-track all-welded storm windows.

By means of the above-quoted advertisements and others not herein set forth, Respondents have represented, directly or by implication, as follows:

(a) That the reduced prices quoted in the advertisements are the complete prices for the products including installations, hardware and accessories;

(b) That the products and installations are fully and unconditionally guaranteed for life;

- (c) That the products are sold at the world's lowest prices;
- (d) That their products have been awarded prizes in competitive contests;
- (e) That their products are everlasting and are made of indestructible materials;
- (f) That customers will obtain immediate installation of Respondents' products;
- (g) That installations of their storm windows will result in savings of $\frac{1}{2}$ in fuel and will reduce heat loss as much as 50%;
- (h) That a bona fide offer is being made to sell their products at a greatly reduced price in combination with the purchase of other products.

TRUTH OR FALSITY OF REPRESENTATIONS

Since the complaint alleges, and Respondents' answer denies, that the foregoing representations are false and deceptive, it is necessary, in order to resolve the issues thus raised, to consider each representation seriatim, together with all the evidence relevant thereto.

(a) That the reduced prices quoted in the advertisements are the complete prices for the products including installations, hardware and accessories.

The evidence shows that persons answering Respondents' advertisements and seeking to purchase from Respondent Better Living, Inc. storm doors or windows at the prices quoted in such advertisements, discovered that for one reason or another the particular type of window or door which they wished to buy was not available at the price advertised. At various times prospective customers were told that they could obtain the desired products at a higher price, or at the price advertised in combination with other higher-priced items. They were also told that the price advertised did not include the installation of the doors or windows, nor the hardware and accessories required for their installation. In fact, Respondent Block is quoted as admitting that the basic purpose of Respondents' advertisements as to price was merely to develop leads, and that actually Respondents could not afford to sell the products at the special prices quoted in such advertisements. A witness testified that Respondent Block further stated that they could make their customers think that the customer was getting a particular article at a very low price, simply by combining the specially-priced article with another article at a higher price. Considering the entire record, we must conclude that the reduced prices and special prices advertised by Respondents for several years prior to the issuance of the complaint herein were misleading and deceptive, and that

such prices were not the complete prices for the products advertised, in that they did not include the cost of installation, hardware and accessories, and in some instances the article could not be purchased at all for the price advertised.

(b) That the products and installations are fully and unconditionally guaranteed for life.

The evidence shows that some of the printed purchase orders used by the Respondents during the period of time in question contained a one-year guarantee, as follows:

* * * For a period of one year, from date of installation, Seller guarantees that all materials furnished by it will be of standard quality, free from defects, and will be installed or applied in a good and workmanlike manner. * * *

No statement relative to a lifetime guarantee appears on this particular printed form. On another purchase-order form, which contains the same printed one-year guarantee, there appears in handwriting the statement "Guaranteed for the life of the property against rust, corrosion, pitting. Install. also guaranteed." On another purchase order containing the printed one-year guarantee limitation, there appears the statement, also in handwriting, "Guaranteed for life of house." Of the three purchase orders cited, it will be noted that one contains no lifetime guarantee, but only a one-year guarantee printed on the order form; of the other two, both of which contain the same one-year printed guarantee, one bears a handwritten statement contradicting the printed one-year guarantee by apparently guaranteeing the product for the life of the property; and the third bears a similar contradiction in the form of a handwritten guarantee, "For the life of the house."

The statement that a product is "guaranteed for life" is, on its face, ambiguous and deceptive, unless qualified by a definition of the term "life" as used in the advertisement; that is, whether the life of the purchaser is meant, or the life of the property wherein the product is being installed. In the present instance, however, Respondents' order blanks bear a printed limitation of one year as the period during which the product is guaranteed. We find, therefore, that Respondents did not fully and unconditionally guarantee for life their products and the installation thereof. Accordingly, we must conclude that such representation is false and deceptive.

(c) That the products are sold at the world's lowest prices.

The only evidence relevant to the claim that Respondents' prices were the world's lowest prices consists of the testimony of Respondents' advertising agent, who testified that for several weeks prior to the publication of the advertisement a check was made of local competitive prices, and that the prices thereafter advertised by Re-

spondents were slightly lower than their competitors'. Respondents' agent then admitted that he had no real factual basis to support Respondents' claim, and, in answer to a leading question, he stated that the claim was "Typical puffing, yes."

The question at once arises as to what is puffing, and whether the representation here under examination may properly be so characterized. Puffing, as we understand it, is a term frequently used to denote the exaggerations reasonably to be expected of a seller as to the degree of quality of his product, the truth or falsity of which cannot be precisely determined. In contrast thereto, the representation as to "the world's lowest price" is a statement of an objective actuality, the truth or falsity of which is not variable and can be ascertained with factual precision. This representation cannot, therefore, properly be termed "puffing." It is either true, or it is false; and, accordingly, such a determination must be made.

Respondents' advertising agent admitted, in substance, that the representation was disseminated without a real factual basis therefor. Although we consider the issuance of such an advertising statement a reckless disregard of one's moral obligation to know whereof he speaks, nevertheless the admission that such a statement has no known basis in fact does not prove such statement false. We might reach that conclusion, if the record contained even one report of products, substantially the same as the Respondents', having been sold anywhere in the world at a lower price. No such evidence, however, appears herein. In the absence thereof, and of any other factual proof of the falsehood of this representation, we must conclude that the burden of proof with respect thereto has not been sustained.

(d) That their products have been awarded prizes in competitive contests.

Respondents' advertising agent admitted in his testimony that "those storm windows were never awarded a beauty prize of any kind." This testimony flatly contradicts Respondents' representations of "Beauty Prize Storm Windows and Doors" and "First Prize Winners for Beauty." Respondents' contention that such a statement is mere subjective puffing, which is acceptable in the field of advertising and is deceptive to no one, fails as a defense because the readers of Respondents' advertisements, not knowing that Respondents' products have never been entered in a beauty contest, may reasonably accept such statement at its face value. It contains, therefore, at least the capacity and tendency to mislead and deceive. Accordingly, we must conclude that Respondents' representations with respect to the prize-winning beauty of their products are false and deceptive.

(e) That their products are everlasting and are made of indestructible materials.

The evidence shows that aluminum possesses qualities which render it resistant to the effects of weather, but that it is not completely unaffected thereby. As a matter of fact, pittings and discolorations appear upon its surface under the action of weather, and cannot be easily removed. Furthermore, it is shown that aluminum is injuriously affected by salt air. The evidence further shows that aluminum storm windows and doors may be mechanically damaged, as by a blow, or by the settling or warping of the building in which they are installed. We must find, therefore, that Respondents' aluminum storm windows, doors and awnings are not everlasting, and are in no sense indestructible. Accordingly, we must conclude that Respondents' representations that their products are everlasting and indestructible are false and deceptive.

(f) That customers will obtain immediate installation of Respondents' products.

There is substantial evidence in the record that Respondents' customers, on a number of occasions, did not obtain immediate installation, but, on the contrary, were compelled to wait several months, and some as long as six months, before the products purchased were actually delivered and installed. A manufacturer and dealer in the industry testified that immediate installation implied a delivery of the product in two or three days, or within a week. We can, for present purposes, accept the definition of "immediate" as meaning within a few days' time, or without unreasonable delay; but by no means can "immediate" be expanded to mean within three or six months. Accordingly, we must conclude that Respondents' representations with respect to the immediate delivery of their products have been false and deceptive.

(g) That installations of their storm windows will result in savings of $\frac{1}{2}$ in fuel and will reduce heat loss as much as 50%.

The record contains testimony by experienced dealers in storm windows and doors, to the effect that, in their opinions, the installation of storm windows, in a house in reasonably good repair, would probably save about 20% of the fuel bill, but that it would not result in savings of 50%. The difference between the experienced observation and opinion of the practical men in this field as to the possible saving in fuel, and the Respondents' claims for such saving, is considerable. The only possibility of a saving of as much as 50% in fuel costs being effected by the installation of Respondents' storm windows and doors would be in the extreme instance of a house in poor repair, wherein the repair needed concerned only the windows

and doors. This would be so rare and special an instance that it cannot be here considered as a criterion of the truth of Respondents' representations. In fact, it is obvious that no installation will be exactly like any other, and that it will be practically impossible to state in advance any precise percentage of savings in fuel cost that might be expected to result. Accordingly, we must conclude that Respondents' representations with respect to possible fuel savings by installation of their products are false and deceptive.

(h) That a bona fide offer is being made to sell their products at a greatly reduced price in combination with the purchase of other products.

The evidence shows that Respondents' agents and salesmen called upon prospective purchasers who had responded to the corporate Respondents' advertisements, and that such prospective purchasers were, in some instances, persuaded from the purchase of the cheaper products advertised in combination with other products, and into the purchase of aluminum storm doors and windows much more expensive than those advertised. In other instances, the cheaper products advertised were not made available to the prospective purchasers until after persistent demands, as illustrated in the case of Witness Winkler, who testified that he called Respondents relative to the purchase of sixteen windows at an advertised price of \$11.95 each. Thereafter a representative of Respondents called at Mr. Winkler's home and "put on high-pressure talk to sell windows at a regular price * * *," stating that Respondents did not have the desired windows in stock. Thereafter, following lengthy negotiations between the witness and Respondents' representative, Respondents agreed to deliver the desired sixteen windows at \$11.95 each, the price advertised, provided Mr. Winkler also purchased one additional window at a price of \$38.00, and paid \$5.00 for a survey. After a lengthy delay, involving months, the windows were finally delivered, and the purchaser was required to pay an additional \$3.00 for the installation of each of the sixteen windows, making the windows cost \$14.95 each instead of \$11.95, as advertised, plus \$5.00 for the survey and \$38.00 for the extra window.

From a consideration of all the evidence it is clear that Respondents' advertisements did not present a bona fide offer to prospective purchasers to sell them aluminum products at a greatly reduced price in combination with the purchase of other aluminum products, but that Respondents employed such advertisements merely as a means of developing leads for the purpose of selling their products at their regular prices. We must conclude, therefore, that Respondents' advertising representations regarding greatly reduced

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prices in combination with the purchase of other products are misleading and deceptive.

CONCLUSIONS

Based upon consideration of the entire record, and in consonance with the applicable principles of law and precedent, we conclude:

1. That the Federal Trade Commission has jurisdiction over the Respondents and over their acts and practices alleged in the complaint herein to be unlawful;

2. That this proceeding is in the interest of the public and that public interest herein is substantial; and

3. That the use by Respondents of the false, misleading and deceptive statements herein found tends to mislead and deceive a substantial number of the purchasing public into the erroneous and mistaken belief that such representations are true, and thereby to induce the purchase of substantial quantities of Respondents' products. Consequently, trade has been unfairly diverted to Respondents from their competitors in commerce, and substantial injury to competition has resulted therefrom. Such acts and practices are all to the prejudice and injury of the public, and constitute unfair methods of competition and unfair and deceptive acts and practices in commerce within the intent and meaning of the Federal Trade Commission Act.

Accordingly,

It is ordered, That Respondents Better Living, Inc., a corporation, and Carl Mickelson and Fred E. Block, individually and as officers of said corporation, and also as partners trading as Aluminum Storm Window Company, and their agents, representatives and employees, directly or through any corporate or other device, in connection with the sale of aluminum storm doors, aluminum storm windows and aluminum awnings in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, directly or by implication:

1. That their products are offered at reduced prices, without clearly and conspicuously disclosing, in immediate conjunction therewith, all of the terms and conditions thereof, including the requirement that additional merchandise must be purchased, if such is the case;

2. That the advertised price of any of said products includes the cost of installation, or any equipment or accessories, for which an additional charge is made;

3. That their products or installations are fully or unconditionally guaranteed or are guaranteed for life, without revealing, in

immediate conjunction therewith, the full terms and meaning of such guarantee;

4. That any of said products are guaranteed unless the nature and extent of the guarantee and the manner in which the guarantor will perform are clearly and conspicuously disclosed;

5. That any of said products have been awarded prizes in competitive contests, unless such is in fact true;

6. That any of said products are everlasting or are made of indestructible materials;

7. That customers will obtain immediate installation of aluminum products purchased from Respondents, unless such installation is in fact made without unreasonable delay in the usual course of business;

8. That installation of their storm windows will cut fuel consumption one-half or will reduce total heat loss as much as 50%;

9. That articles are offered for sale at a certain price or under certain conditions, when such offer is not a bona fide offer to sell the articles so, and as, offered.

OPINION OF THE COMMISSION

By GWINNE, *Chairman*:

The complaint, filed January 25, 1955, charges respondents with the dissemination of false advertising of aluminum storm doors, windows and awnings in violation of the Federal Trade Commission Act. From an initial decision and order, respondents have appealed.

The individual respondents Carl Mickelson and Fred E. Block have been partners doing business as Aluminum Storm Window Company, which partnership was, in 1954, converted into a corporation of the same name. Respondent Better Living, Inc. is a corporation, of which respondent Carl Mickelson is president and treasurer, and respondent Fred E. Block is vice-president and secretary. The office and principal place of business of respondents was formerly 37th and Walnut Streets, and at the time of the hearing was 21st and Godfrey Streets, both addresses in Philadelphia, Pa.

Respondents are engaged in the sale and distribution in interstate commerce of aluminum storm doors, aluminum storm windows and aluminum awnings. Their business is substantial and they are in competition with others also engaged in such general type of business.

In the conduct of their business, respondents made representations as to their products in newspaper advertisements, letters and by

other means. A partial list of such representations found to have been made is set out in the initial decision as follows:

Greatest Fuel Savings on Record;
 * * * Storm Windows covered by Unconditional Guarantee;
 \$14.95 plus "vacuum type" installation for larger size standard windows
 24 $\frac{1}{4}$ " by 45".;
 Every Installation GUARANTEED;
 Better Living, Inc., "Beauty Prize" storm windows and doors. Acclaimed
 from Coast to Coast First Prize Winners for Beauty. Choice of Famous Home
 Stylists.;
 Storm windows . . . pay for themselves over and over again in fuel and
 maintenance savings;
 All Storm Windows you need—Any size you need \$14.95 * * * Large size
 standard windows 24 $\frac{1}{2}$ " x 45".;
 Aluminum storm doors . . . \$59 size 34" x 77".;
 Repeated by Popular Demand 3 days only! . . . Storm and Screen Doors \$10
 . . . with purchase of 8 or more satin-finish aircraft aluminum . . . STORM
 WINDOWS;
 Fully Guaranteed;
 Your Installation Fully Guaranteed for Life;
 * * * Everlasting Aluminum Door . . .;
 SAVE $\frac{1}{2}$ ON FUEL;
 Prompt Installation;
 Beautiful 1" thick all aluminum STORM & SCREEN DOORS \$10 * * *
 REG. \$90 installed;
 IMMEDIATE INSTALLATION;
 Profit Guaranteed Installations;
 WORLD'S LOWEST PRICES;
 Nationally Adjudged America's Finest! . . .;
 Mr. and Mrs. Home Owner! Can you spare \$4.92 per month to guarantee
 yourself lowered household expense?;
 Studies made by the U.S. Government Conservation Division (official manual
 599141- . . .) clearly reveal that beyond question Storm Windows will defi-
 nitely cut your heat loss "as much as 50%";
 All good storm windows pay for themselves and show a profit. . . .;
 Better Living, Inc., unconditionally guarantees to lower your household ex-
 penses! Why can we fearlessly, unhesitatingly, publish such a guarantee,
 black on white? Who is the authority behind the guarantee? We'll tell you
 why, we'll tell you who: The United States Government also black on white
 and indisputable, clearly reveals that, beyond question, Storm Windows will
 definitely cut your fuel bills when accurately measured and properly installed
 "Heat Loss" says Uncle Sam "can be reduced as much as 50%".;
 "The many square feet of window panes in the average house are therefore
 one of the prime factors in the heat loss. This loss can be reduced as much
 as 50% by the use of storm windows. . . ." official manual U.S. Gov. Conserva-
 tion Division Booklet 599141.;
 We unconditionally guarantee to install FOUR (4) Genuine YOUNGSTOWN
 ALUMINUM STORM WINDOWS for only \$4.92 per month.;
 STORM AND SCREEN DOORS
 \$10
 ACTUAL VALUE \$90 Installed
 * * *

With purchase of 8 or more satin-finish aircraft aluminum triple-track all-welded storm windows.

The hearing examiner found that respondents had made false and deceptive representations as follows:

(a) That the reduced prices quoted in the advertisements are the complete prices for the products including installations, hardware and accessories.

(b) That the products and installations are fully and unconditionally guaranteed for life.

* * * * *

(d) That their products have been awarded prizes in competitive contests.

(e) That their products are everlasting and are made of indestructible materials.

(f) That customers will obtain immediate installation of Respondents' products.

(g) That installations of their storm windows will result in savings of $\frac{1}{2}$ in fuel and will reduce heat loss as much as 50%.

(h) That a bona fide offer is being made to sell their products at a greatly reduced price in combination with the purchase of other products.

The hearing examiner also found that the falsity of the representation, "(c) That the products are sold at the world's lowest prices," had not been established. From this finding, counsel supporting the complaint has not appealed.

Respondents' appeal first challenges the sufficiency of the evidence to establish the violations charged in the complaint and above referred to.

The initial decision sets out a summary of the evidence as to each specific charge considered by the hearing examiner. We will not enumerate these items of evidence in this opinion. It is sufficient to say that a consideration of the entire record demonstrates that the hearing examiner correctly found that the enumerated representations were false and deceptive and had the capacity to deceive.

The brief and oral argument for respondents point out that the alleged false and deceptive representations were made in 1952 and 1953 and up to approximately the middle, if not the end, of 1954, and that "there has been no attempt made by the Commission to relate these acts in 1952 and 1953 which Better Living, or the company now operated by Mr. Mickelson and Mr. Block, is doing today."

It would no doubt have been proper for respondents to show that the practices alleged in the complaint had been abandoned and that there was reasonable ground to believe that they would not be resumed in the future. The difficulty is, however, that nothing appears in the record to warrant the Commission's arriving at any such conclusion.

Counsel supporting the complaint introduced, over the objection of respondents, a written statement given by respondents Fred E.

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Block and Carl Mickelson to an Assistant District Attorney in Philadelphia on September 9, 1953. This statement was given in connection with an investigation being conducted by the District Attorney's Office and contained various admissions as to the method of conducting respondents' business. Prior to that time, in March 1952, respondent Better Living, Inc. had been convicted in Baltimore, Maryland, of false advertising of their products under the Maryland statutes.

We believe that both the written statement of respondents and the conviction were admissible evidence; the former, as an admission against interest, and the latter, for the purpose of apprising the Commission of respondents' past conduct in order that a proper evaluation could be made of possible future conduct.

We think the order issued by the hearing examiner was necessary and proper for the protection of the public. The appeal of respondents is denied, and the findings and order of the hearing examiner are adopted as the findings and order of the Commission. It is directed that an order issue accordingly.

FINAL ORDER

This matter having been heard on the respondents' appeal from the hearing examiner's initial decision, including briefs in support of and in opposition thereto and oral argument of counsel; and

The Commission having rendered its decision denying the appeal and adopting as its own the findings, conclusions and order contained in the initial decision:

It is ordered, That the respondents, Better Living, Inc., a corporation, and Carl Mickelson and Fred E. Block, individually and as officers of said corporation, shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with the order contained in the aforesaid initial decision.

Decision

IN THE MATTER OF
COMFORTE, INC., ET AL.¹

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION AND THE WOOL PRODUCTS LABELING ACTS

Docket 6547. Complaint, Apr. 30, 1956—Decision, Nov. 30, 1957

Consent order requiring a Chicago manufacturer of wool products to cease enclosing in individual containers of bed comforters, inserts or streamers carrying fictitious prices greatly in excess of the usual retail prices and thus placing in the hands of retailers means of deceiving the purchasing public.

Mr. William A. Somers for the Commission.

Chapman, Aniater & Delaney, of Chicago, Ill., by *Mr. Mandel L. Aniater*, for respondents.

INITIAL DECISION BY WILLIAM L. PACK, HEARING EXAMINER

The complaint in this matter charged the respondents with certain violations of the Wool Products Labeling Act of 1939 and the Rules and Regulations promulgated thereunder, and the Federal Trade Commission Act, in connection with the sale of bed comforters. An agreement for a consent order with respect to all of the issues raised in the complaint, except that relating to the prices of respondents' products, has heretofore been entered into by respondents and counsel supporting the complaint, and an initial decision based upon such agreement was issued by the hearing examiner on October 11, 1956. That decision also dismissed the complaint in its entirety as to respondent Earl Chapman.

An agreement for a consent order with respect to the issue of pricing has now been entered into by the remaining respondents and counsel supporting the complaint. This agreement provides, among other things, that said respondents admit all the jurisdictional allegations in the complaint; that the record on which the initial decision and the decision of the Commission shall be based shall consist solely of the complaint and agreement; that the inclusion of findings of fact and conclusions of law in the decision disposing of such remaining issue is waived, together with any further procedural steps before the hearing examiner and the Commission; that the order hereinafter set forth may be entered in disposition of said issue, such order to have the same force and

¹ The other charges of the complaint were disposed of by a consent order on Nov. 24, 1956, 53 F.T.C. 486.