

IN THE MATTER OF
JOSKE BROS. CO.

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

Docket 6992. Complaint, Dec. 16, 1957—Decision, May 7, 1958

Consent order requiring furriers in San Antonio, Tex., to cease violating the Fur Products Labeling Act by labeling which contained fictitious prices and misrepresented the regular retail selling prices; by invoicing which did not comply with requirements; by advertising which failed to disclose the names of animals producing certain furs, the country of origin of imported furs, and the fact that certain products contained artificially colored, or cheap or waste, fur, and which represented falsely price reductions and percentage savings; and by failing to maintain adequate records on which the pricing claims were based.

Mr. S. F. House supporting the complaint.

Mr. Gilbert M. Denman, Jr., for respondent.

INITIAL DECISION BY JOHN B. POINDEXTER, HEARING EXAMINER

On December 16, 1957, the Federal Trade Commission issued a complaint charging Joske Bros. Co., a corporation, hereinafter called respondent, with misbranding and falsely and deceptively invoicing and advertising fur products in violation of the Federal Trade Commission Act and the Fur Products Labeling Act.

After issuance and service of the complaint, the respondent, its counsel and counsel supporting the complaint entered into an agreement for a consent order. The order disposes of the matters complained about. The agreement had been approved by the director and assistant director of the Bureau of Litigation.

The pertinent provisions of said agreement are as follows: Respondent admits all jurisdictional facts; the complaint may be used in construing the terms of the order; the order shall have the same force and effect as if entered after a full hearing and the said agreement shall not become a part of the official record of the proceeding unless and until it becomes a part of the decision of the Commission; the record herein shall consist solely of the complaint and the agreement; respondent waives the requirement that the decision must contain a statement of findings of fact and conclusion of law; respondent waives further procedural steps before the hearing examiner and the Commission, and the order may be altered, modified, or set aside in the manner provided by statute for other orders; respondent waives any right to challenge

or contest the validity of the order entered in accordance with the agreement and the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that it has violated the law as alleged in the complaint.

The undersigned hearing examiner having considered the agreement and proposed order and being of the opinion that the acceptance thereof will be in the public interest, hereby accepts such agreement, makes the following jurisdictional findings, and issues the following order:

JURISDICTIONAL FINDINGS

1. Respondent Joske Bros. Co., trading as Joske's of Texas, is a corporation existing and doing business under and by virtue of the laws of the State of Texas, with its office and principal place of business located at Alamo Plaza, San Antonio, Tex.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent and the proceeding is in the public interest.

ORDER

It is ordered, That respondent Joske Bros. Co., a corporation, and its officers, whether trading as Joske's of Texas or any other trade name, or in any other manner, and respondent's representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising, or offering for sale in commerce, or the transportation or distribution in commerce of fur products, or in connection with the sale, advertising, offering for sale, transportation, or distribution of fur products which have been made in whole or in part of fur which has been shipped and received in commerce, as "commerce," "fur," and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding fur products by:

1. Representing on labels affixed to the fur products or in any other manner, that certain amounts are the regular and usual prices of fur products when such amounts are in excess of the prices at which respondent usually and customarily sold such products in the recent regular course of its business.

B. Falsely or deceptively invoicing fur products by:

1. Failure to furnish invoices to purchasers of fur products showing:
(a) The name or names of the animal or animals producing the fur or furs contained in the fur product as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

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- (b) That the fur product contains or is composed of used fur, when such is the fact;
- (c) That the fur product contains or is composed of bleached, dyed, or otherwise artificially colored fur, when such is the fact;
- (d) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;
- (e) The name and address of the person issuing such invoice;
- (f) The name of the country of origin of any imported furs contained in a fur product;
- (g) The item number or mark assigned to a fur product;

2. Setting forth information required under section 5(b)(1) of the Fur Products Labeling Act and the rules and regulations thereunder in abbreviated form.

C. Falsely or deceptively advertising fur products through the use of any advertisement, representation, public announcement, or notice which is intended to aid, promote or assist, directly or indirectly, in the sale or offering for sale of fur products, and which:

1. Fails to disclose:

- (a) The name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;
- (b) That the fur product contains or is composed of bleached, dyed, or otherwise artificially colored fur, when such is the fact;
- (c) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur when such is the fact;
- (d) The name of the country of origin of any imported furs contained in a fur product.

2. Represents directly or by implication that the regular or usual price of any fur product, is any amount which is in excess of the price at which the respondent has usually and customarily sold such products in the recent and regular course of its business.

3. Represents directly or indirectly through percentage savings claims, that the regular or usual retail prices charged by respondent for fur products in the recent regular course of its business, are reduced in direct proportion to the amounts of savings stated, when contrary to the fact.

D. Making price claims or representation in advertisements respecting reduced prices, comparative prices or percentage savings of fur products, unless there are maintained by respondent adequate records disclosing the facts upon which such claims or representations are based.

DECISION OF THE COMMISSION AND ORDER TO FILE REPORT OF
COMPLIANCE

The Commission having considered the initial decision of the hearing examiner, based on an agreement containing a consent order to cease and desist, executed by the respondent and counsel in support of the complaint, and having concluded that said initial decision is adequate and appropriate in all respects to dispose of this proceeding:

It is ordered, That the aforesaid initial decision be, and it hereby is, adopted as the decision of the Commission.

It is further ordered, That the respondent, Joske Bros. Co., a corporation, shall, within sixty (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 the order to cease and desist contained in the aforesaid initial decision.

IN THE MATTER OF
HYBERN, INC., ET AL.

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

Docket 7037. Complaint, Jan. 14, 1958—Decision, May 7, 1958

Consent order requiring importers in Los Angeles, engaged in selling a wide variety of merchandise at retail through their retail stores and by mail order to customers direct, to cease advertising falsely that binoculars were selling at great price reductions and were identical or similar to U.S. Army issue; and to cease selling binoculars, telescopes, monoculars, and like products without clearly disclosing the Japanese origin.

Mr. Michael J. Vitale and Mr. Alvin D. Edelson for the Commission.
No appearance for respondents.

INITIAL DECISION BY EARL J. KOLB, HEARING EXAMINER

The complaint in this proceeding issued January 14, 1958, charges the respondents Hybern, Inc., Hyfield, Inc., and Sepulanat, Inc., corporations, located at 4400 Sunset Boulevard, Los Angeles, Calif., and Hyman Fink and Bernard Field, individually and as officers of said corporations, located at the same address as the corporate respondents, with violation of the provisions of the Federal Trade Commission Act in the sale and distribution of optical equipment, binoculars, monoculars, telescopes, or other similar products, which respondents import from Japan and retail under the trade name "Akron," or other trade names.

After the issuance of the complaint, respondents Hybern, Inc., Hyfield, Inc., and Sepulanat, Inc., corporations, and Hyman Fink and Bernard Field, individually and as officers of said corporations, entered into an agreement containing consent order to cease and desist with counsel in support of the complaint, disposing of all the issues in this proceeding, which agreement was duly approved by the director and assistant director of the Bureau of Litigation.

It was expressly provided in said agreement that the signing thereof is for settlement purposes only and does not constitute an admission by respondents that they have violated the law as alleged in the complaint.

By the terms of said agreement, the said respondents admitted all the jurisdictional facts alleged in the complaint and agreed that the