

Decision

IN THE MATTER OF
LITCHFIELD WOOLEN MILLS CO., ET AL.

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

Docket 7257. Complaint, Sept. 12, 1958—Decision, Jan. 20, 1959

Consent order requiring a manufacturer in Litchfield, Minn., to cease violating the Wool Products Labeling Act by labeling and invoicing as "90% wool, 10% reprocessed wool" and "30% wool, 70% reused wool," blankets which contained substantially less wool than thus represented and substantial quantities of other fibers.

Mr. William A. Somers for the Commission.

Firestone & Firestone, of St. Paul, Minn., for respondents.

INITIAL DECISION BY WILLIAM L. PACK, HEARING EXAMINER

The complaint in this matter charges the respondents with violation of the Wool Products Labeling Act of 1939 and the Rules and Regulations promulgated thereunder and the Federal Trade Commission Act. An agreement has now been entered into by respondents and counsel supporting the complaint which provides, among other things, that respondents admit all of 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 this matter 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 the proceeding, such order to have the same force and effect as if entered after a full hearing, respondents specifically waiving any and all rights to challenge or contest the validity of such order; that the order may be altered, modified, or set aside in the manner provided for other orders of the Commission; that the complaint may be used in construing the terms of the order; and that the agreement is for settlement purposes only and does not constitute an admission by respondents that they have violated the law as alleged in the complaint.

The hearing examiner having considered the agreement and proposed order and being of the opinion that they provide an adequate basis for appropriate disposition of the proceeding, the

Order

55 F.T.C.

agreement is hereby accepted, the following jurisdictional findings made, and the following order issued:

1. Respondent Litchfield Woolen Mills Company is a corporation organized, existing and doing business under the laws of the State of Minnesota. Respondent Plymouth T. Nelson is an individual and officer of said corporation. The address and place of business of said respondents is located at Litchfield, Minn.

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

ORDER

It is ordered, That respondents Litchfield Woolen Mills Company, a corporation, and its officers, and Plymouth T. Nelson, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the offering for sale, sale, transportation, or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, and the Wool Products Labeling Act of 1939, of woolen blankets or other "wool products" as such products are defined in, and subject to, said Wool Products Labeling Act, do forthwith cease and desist from:

A. Misbranding such products by:

1. Falsely or deceptively tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers contained therein;

2. Failing to securely affix to, or place on, each such product a stamp, tag or label or other means of identification showing in a clear and conspicuous manner:

(a) The percentage of the total fiber weight of such wool product exclusive of ornamentation not exceeding five per centum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five per centum or more, and (5) the aggregate of all other fibers.

(b) The maximum percentage of the total weight of such wool product of any nonfibrous loading, filling or adulterating matter.

(c) The name or the registered identification number of the manufacturer of such wool product or one or more persons en-

1069

Decision

gaged in introducing such wool product into commerce, or in the offering for sale, sale, transportation, distribution or delivery for shipment thereof in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939.

It is further ordered, That Litchfield Woolen Mills Company, a corporation, and its officers, and Plymouth T. Nelson, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of woolen blankets or any other products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

Misrepresenting the character or amount of the constituent fibers contained in such products on invoices or shipping memoranda applicable thereto or in any other manner.

DECISION OF THE COMMISSION AND ORDER TO FILE
REPORT OF COMPLIANCE

Pursuant to Section 3.21 of the Commission's Rules of Practice, the initial decision of the hearing examiner shall, on the 20th day of January 1959, become the decision of the Commission; and, accordingly:

It is ordered, That respondents herein 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 to cease and desist.

IN THE MATTER OF
WORLD WIDE WATCH CO., INC., ET AL.

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

Docket 7076. Complaint, Feb. 28, 1958—Decision, Jan. 21, 1959

Consent order requiring distributors in New York City to cease misrepresenting their "Harvester" brand watches by imprinting on dials and cases the words "jeweled," "17 jewels," "water resistant," and "waterproof," and using the same terms, as well as the words "Fully guaranteed," on circulars, display cards, posters, and tags distributed to jobbers and dealer for use in resale of the watches; and to cease attaching to the watches, or furnishing to dealers for use in resale, tags bearing fictitious and excessive prices represented thereby as the usual selling prices.

Mr. Ames W. Williams for the Commission.

Mr. Jacob Steinberg, of Brooklyn, N.Y., for respondents.

INITIAL DECISION BY FRANK HIER, HEARING EXAMINER

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission on February 28, 1958, issued and subsequently served its complaint in this proceeding against respondents World Wide Watch Co., Inc., a corporation existing and doing business under and by virtue of the laws of the State of New York, and Jack Bloom, Nettie Bloom, Bernard Bloom and Harriet Bloom, individually and as officers of said corporation.

On November 26, 1958, there was submitted to the undersigned hearing examiner an agreement between respondents World Wide Watch Co., Inc., Bernard Bloom, and Harriet Bloom, and counsel supporting the complaint providing for the entry of a consent order. By the terms of said agreement, respondents admit all the jurisdictional facts alleged in the complaint and agree that the record may be taken as if findings of jurisdictional facts had been duly made in accordance with such allegations. By such agreement, respondents waive any further procedural steps before the hearing examiner and the Commission; waive the making of findings of fact and conclusions of law; and waive all of the rights they may have to challenge or contest the validity of the order to cease and desist entered in accordance with this agreement. Such agreement further provides that it disposes of all of this proceeding as to all parties, except those charges set