

5. Failing to reveal that contracts or promissory notes will be discounted or that purchasers will make their payments to others than respondents.

It is further ordered, That the complaint, insofar as it relates to respondent Milton Gordon, be, and the same hereby is, dismissed.

It is further ordered, That the 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 this order.

IN THE MATTER OF
GRABLER MANUFACTURING CO., INC.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF SEC.
2(d) OF THE CLAYTON ACT

Docket 7838. Complaint, Mar. 21, 1960—Decision, Nov. 29, 1961

Consent order requiring a Cleveland manufacturer of pipe fittings and accessories to cease violating Sec. 2(d) of the Clayton Act by paying promotional allowances to some customers but not to all their competitors, such as payments of sums amounting to \$3,400 to American Radiator and Standard Sanitary Corp. for promoting its products on television programs in trading areas of Dallas, Tex., St. Louis, Mo., New Orleans, La., and Pittsburgh, Pa.

COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondent named, in the caption hereof, and hereinafter more particularly designated and described, has violated and is now violating the provisions of subsection (d) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Sec. 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Grabler Manufacturing Company, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Ohio, with its principal office and place of business located at 6565 Broadway, S.E., Cleveland, Ohio.

PAR. 2. Respondent is now and has been engaged in the manufacture, sale and distribution of pipe fittings and accessories thereto.

Respondent sells its products of like grade and quality to a large number of customers located throughout the United States for use or resale therein. Respondent's sales of its products are substantial, exceeding \$16,000,000 annually.

PAR. 3. Respondent, in the course and conduct of its business as aforesaid, has caused and now causes its said products to be shipped

and transported from the State or States of location of its various manufacturing plants, warehouses and places of business, to purchasers thereof located in states other than the State or States wherein said shipment or transaction originated. There has been at all time mentioned herein a continuous course of trade in commerce, as "commerce" is defined in the Clayton Act as amended.

PAR. 4. In the course and conduct of its business in commerce, since January 1, 1957, respondent has paid or contracted for the payment of something of value to or for the benefit of certain of its customers as compensation or in consideration for services or facilities furnished by or through such customers in connection with their offering for sale or sale of products sold to them by respondent, and such payments have not been offered or otherwise made available on proportionally equal terms to all other customers competing in the sale and distribution of respondent's products.

PAR. 5. For example, between May, 1957, and April, 1959, respondent contracted to pay, and periodically did pay, sums amounting to \$3,400.00 to the American Radiator and Standard Sanitary Corporation for services and facilities furnished it by American Radiator and Standard Sanitary Corporation in promoting the sale of respondent's products through television programs sponsored by American Radiator and Standard Sanitary Corporation in the trading areas of Dallas, Texas; St. Louis, Missouri; New Orleans, Louisiana; and Pittsburgh, Pennsylvania. Such payments were not offered or otherwise made available on proportionally equal terms to all other customers competing with American Radiator and Standard Sanitary Corporation in the sale and distribution of products of like grade and quality purchased from respondent.

PAR. 6. The acts and practices of respondent as alleged herein, are in violation of subsection (d) of Section 2 of the Clayton Act, as amended by the Robinson Patman Act.

DECISION AND ORDER

This matter having come on to be heard by the Commission upon a record consisting of the Commission's complaint charging the respondent named in the caption hereof with violation of subsection (d) of Section 2 of the Clayton Act, as amended by the Robinson-Patman Act, and an agreement by and between the respondent and its counsel and counsel supporting the complaint, which agreement contains an order to cease and desist, an admission by the respondent of all the jurisdictional facts alleged in the complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that it has violated

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the law as alleged in the complaint, and waivers and provisions as required by the Commission's rules; and

The Commission having considered the agreement and order contained therein and being of the opinion that the agreement provides an adequate basis for appropriate disposition of the proceeding, the agreement is hereby accepted, the following jurisdictional findings are made, and the following order is entered:

1. Respondent is a corporation existing and doing business under and by virtue of the laws of the State of Ohio, with its office and principal place of business located at 6565 Broadway, S.E., in the City of Cleveland, State of Ohio.

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

ORDER

It is ordered, That respondent Grabler Manufacturing Company, Inc., a corporation, and its officers, employees, agents and representatives, directly or through any corporate or other device, in or in connection with the offering for sale, sale or distribution of any of its products in commerce, as "commerce" is defined in the Clayton Act, as amended, do forthwith cease and desist from:

Paying or contracting for the payment of anything of value to, or for the benefit of, any customer of respondent as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the offering for sale, sale or distribution of respondent's products, unless such payment or consideration is made available on proportionally equal terms to all other customers competing in the distribution of such products.

It is further ordered, That the respondent 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 this order.