

Fur Products Labeling Act.

B. Representing directly or by implication that the fur contained in fur products is natural, when such is not the fact.

C. Failing to describe fur products which are not pointed, bleached, dyed, tip-dyed, or otherwise artificially colored, as natural.

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

JOSEF MEISELS TRADING AS J. MEISELS

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

Docket C-102. Complaint, Mar. 23, 1962—Decision, Mar. 23, 1962

Consent order requiring a New York City furrier to cease violating the Fur Products Labeling Act by failing to show on invoices the true animal name of furs and when furs were artificially colored; invoicing rabbit fur as "Sealene", "Beaverette", and "Coney"; failing to set forth the terms "Persian Lamb", "dyed Mouton Lamb", and "secondhand" where required; and failing in other respects to comply with invoicing requirements.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and the Fur Products Labeling Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Josef Meisels, an individual trading as J. Meisels, hereinafter referred to as respondent, has violated the provisions of said Acts and the Rules and Regulations promulgated under the Fur Products Labeling 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 Josef Meisels is an individual trading as J. Meisels, with his principal office and place of business located at 130 West 29th Street, New York, N.Y.

PAR. 2. Subsequent to the effective date of the Fur Products Labeling Act on August 9, 1952, and more especially for the past seven years, the respondent has been and is now engaged in the introduc-

Complaint

60 F.T.C.

tion into commerce, and in the sale, advertising and offering for sale in commerce, and in the transportation and distribution in commerce, of fur products; and has sold, advertised, offered for sale, transported and distributed fur products which have been made in whole or in part of fur which had been shipped and received in commerce; and has introduced into commerce, sold, advertised and offered for sale in commerce, and transported and distributed in commerce, furs, as the terms "commerce", "fur" and "fur product" are defined in the Fur Products Labeling Act.

PAR. 3. Certain of said fur products were misbranded in that there was not on or affixed to said fur products any label showing any of the information required under the provisions of Section 4(2) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder.

PAR. 4. Certain of said furs and fur products were falsely and deceptively invoiced by the respondent in that they were not invoiced as required by Section 5(b)(1) of the Fur Products Labeling Act, and the Rules and Regulations promulgated under such Act.

Among such falsely and deceptively invoiced furs and fur products, but not limited thereto, were invoices pertaining to such furs and fur products which failed:

1. To show the true animal name of the fur used in the fur product or the true animal name of the fur.

2. To disclose that the fur contained in the fur products was bleached, dyed, or otherwise artificially colored when such was the fact.

PAR. 5. Certain of said furs and fur products were falsely and deceptively invoiced in that they were falsely and deceptively identified with respect to the name of the animal or animals that produced the fur in violation of Section 5(b)(2) of the Fur Products Labeling Act.

Among such falsely and deceptively invoiced furs and fur products, but not limited thereto, were furs and fur products invoiced with the names "Sealene", "Beaverette" and "Coney" to describe Rabbit.

PAR. 6. Certain of said furs and fur products were falsely and deceptively invoiced in violation of the Fur Products Labeling Act in that they were not invoiced in accordance with the Rules and Regulations promulgated thereunder in the following respects:

- (a) Information required under Section 5(b)(1) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder was set forth in abbreviated form, in violation of Rule 4 of said Rules and Regulations.

- (b) The term "Persian Lamb" was not set forth in the manner required, in violation of Rule 8 of said Rules and Regulations.

(c) The term "dyed Mouton Lamb" was not set forth in the manner required in violation of Rule 9 of the said Rules and Regulations.

(d) The names of fictitious and non-existent animals, namely "Sealene" and "Beaverette", were used in invoicing furs and fur products in violation of Rule 11 of the said Rules and Regulations.

(e) The disclosure "secondhand", where required, was not set forth on invoices relating to fur products, in violation of Rule 23 of said Rules and Regulations.

(f) Required item numbers of fur products were not set forth on invoices, in violation of Rule 40 of said Rules and Regulations.

PAR. 7. The aforesaid acts and practices of respondent, as herein alleged, are in violation of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce under the Federal Trade Commission Act.

DECISION AND ORDER

The Commission having heretofore determined to issue its complaint charging the respondent named in the caption hereof with violation of the Federal Trade Commission Act and the Fur Products Labeling Act, and the respondent having been served with notice of said determination and with a copy of the complaint the Commission intended to issue, together with a proposed form of order; and

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by respondent of all the jurisdictional facts set forth 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 the law has been violated as set forth in the complaint, and waivers and provisions as required by the Commission's rules; and

The Commission, having considered the agreement, hereby accepts same, issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent Josef Meisels is an individual trading as J. Meisels with his principal office and place of business located at 130 West 29th Street, New York, N.Y.

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 Josef Meisels, individually and trading as J. Meisels or under any other trade name, 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 any fur product; or in connection with the sale, advertising, offering for sale, transportation, or distribution, of any fur product which is made in whole or in part of fur which has been shipped and received in commerce; or 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 any fur, as "commerce", "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

1. Misbranding fur products by failing to affix labels to fur products showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of Section 4(2) of the Fur Products Labeling Act.

2. Falsely or deceptively invoicing furs or fur products by:

A. Failing to furnish invoices to purchasers of furs or fur products showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of Section 5(b) (1) of the Fur Products Labeling Act.

B. Setting forth on invoices pertaining to furs or fur products any form of misrepresentation or deception, directly or by implication, as to the name of the animal or animals which produced the fur.

(c) The term "dyed Mouton Lamb" was not set forth in the manner required in violation of Rule 9 of the said Rules and Regulations.

(d) The names of fictitious and non-existent animals, namely "Sealene" and "Beaverette", were used in invoicing furs and fur products in violation of Rule 11 of the said Rules and Regulations.

(e) The disclosure "secondhand", where required, was not set forth on invoices relating to fur products, in violation of Rule 23 of said Rules and Regulations.

(f) Required item numbers of fur products were not set forth on invoices, in violation of Rule 40 of said Rules and Regulations.

PAR. 7. The aforesaid acts and practices of respondent, as herein alleged, are in violation of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce under the Federal Trade Commission Act.

Complaint

IN THE MATTER OF

TENAX, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT*Docket C-103. Complaint, Mar. 26, 1962—Decision Mar. 26, 1962*

Consent order requiring the corporate operator of a freezer food purchasing plan through 10 wholly owned subsidiaries in large eastern cities, along with its advertising agency, to cease misrepresenting the cost of the freezers and food purchased under their plan and the savings involved, and making a variety of other deceptive practices as in the order below indicated.

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 Tenax, Inc., a corporation, and Leon C. Hirsch and Peter R. Ross, individually and as officers of said corporation, and The Metlis and Lebow Corporation, a corporation, and Stanley E. Lebow and Sanford H. Metlis, individually and as officers of said corporation, hereinafter referred to as respondents, have 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 Tenax, Inc. (formerly known as Metropolitan Food Service Corp. and as Federated Foods Corporation), is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York with its principal office and place of business located at 575 Lexington Avenue, New York, N.Y.

Respondents Leon C. Hirsch and Peter R. Ross are officers of said corporation. They formulate, direct and control the policies, acts and practices of said corporate respondent, including the acts and practices hereinafter set forth. Their address is the same as that of respondent Tenax, Inc.

These respondents, hereinafter referred to as respondents Tenax, are now, and for some time last past have been, engaged in the advertising, offering for sale and sale of home food freezers and in the solicitation of subscribers to a freezer food purchasing plan through the following wholly-owned subsidiary corporations:

Federated Foods of Washington, Inc., Washington, D.C. (formerly Capital Home Food Service Corp.)

Complaint

60 F.T.C.

Federated Foods of Maryland, Inc., Baltimore, Md. (formerly Delmar Food Service Corp.)
Federated Foods of Philadelphia, Inc., Philadelphia, Pa. (formerly Penn-Standard Food Corp.)
Massachusetts Federated Foods, Inc., Boston, Mass. (formerly Yankee Food Service Corp.)
Federated Foods of New Jersey, Inc., New York, N.Y. (formerly Thrift Food Service Corp.)
Federated Foods of Rhode Island, Inc., Providence, R.I.
Federated Foods of Pennsylvania, Inc., Pittsburgh, Pa.
Thor Food Service Corp., New York, N.Y.
Budget Food Service Corp., New York, N.Y.
Federated Foods of Connecticut, Inc.

PAR. 2. In the course and conduct of their business as aforesaid respondents Tenax now cause, and for some time last past have caused, the freezers sold by them to be shipped from their warehouse in the State of New York, or from the state where such freezers are manufactured, to warehouses maintained by respondents Tenax in the various other states of the United States, and in the District of Columbia, where their subsidiary sales corporations are located. In many instances the aforesaid subsidiary sales corporations have shipped and have caused the aforesaid freezers, when sold, to be shipped to the purchasers thereof, many of whom are located in states of the United States other than the state of origin of said shipment, and in the District of Columbia. They have also caused the shipment of foods to subscribers to the freezer food purchasing plan, many of whom are located in states of the United States other than the state of origin of said shipments.

Respondents Tenax maintain, and at all times mentioned herein have maintained, a substantial course of trade, as aforesaid, in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 3. In the course and conduct of their business, at all times mentioned herein, respondents Tenax have been in substantial competition, in commerce, with corporations, firms and individuals in the sale of freezers and freezer food purchasing plans.

PAR. 4. Respondent The Metlis and Lebow Corp. is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its principal office and place of business located at 200 West 57th Street, New York, N.Y. This respondent is an advertising agency and is now and for some time last past has been the advertising representative of the respondents named in paragraph 1 hereof. As such it prepares and places and

has prepared and placed advertising material used by the aforesaid respondents, including that hereinafter referred to, to promote the sale of the aforesaid home food freezers and freezer food purchasing plan.

Respondents Stanley E. Lebow and Sanford H. Metlis are officers of The Metlis and Lebow Corporation. They formulate, direct and control the policies, acts and practices of said corporate respondent, including the acts and practices hereinafter set forth. Their address is the same as that of said corporate respondent.

PAR. 5. The respondents act in conjunction and cooperation with one another in the performance of the acts and practices hereinafter alleged.

PAR. 6. In the course and conduct of their business respondents have disseminated and caused the dissemination of certain advertisements by the United States mails and by various means in commerce, including but not limited to radio and television broadcasts, as "commerce" is defined in the Federal Trade Commission Act, for the purpose of inducing and which were likely to induce directly or indirectly, the purchase of food as the term "food" is defined in the Federal Trade Commission Act, and have disseminated and caused the dissemination of advertisements by various means, including those aforesaid, for the purpose of inducing and which were likely to induce, directly or indirectly, the purchase of food in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 7. By means of advertisements disseminated as aforesaid and by the oral statements of sales representatives respondents have represented, directly or by implication:

1. That all of the subsidiary sales corporations of Tenax, Inc., are engaged in the purchase and resale of foods.
2. That for \$14.99 a week or other stated amounts purchasers of or subscribers to the aforesaid freezer food plan will receive all their food requirements and a freezer.
3. That purchasers of or subscribers to the aforesaid freezer food plan will receive the same amount of food and a freezer for the same or less money than they have been paying for food alone.
4. That trained "Home Economists" will assist purchasers of or subscribers to the aforesaid freezer food plan in planning their food orders.
5. That all food orders are delivered free of charge.
6. That purchasers of or subscribers to the aforesaid freezer food plan receive one or several items as a free gift.

Complaint

60 F.T.C.

7. That purchasers of or subscribers to the aforesaid freezer food plan can "trade-in" their old refrigerator thus reducing the amount to be paid to respondents Tenax.

8. That purchasers of or subscribers to the aforesaid freezer food plan receive an enclosed cabinet for storing foods.

9. That the freezers received by purchasers of or subscribers to the aforesaid freezer food plan are self-defrosting.

10. That purchasers of or subscribers to the aforesaid freezer food plan make one monthly payment which covers both food and freezer.

11. That purchasers of or subscribers to the aforesaid freezer food plan can have their contracts financed through financial institutions of their own choosing.

12. That purchasers of or subscribers to the aforesaid freezer food plan pay the standard or list price for their freezer.

13. That purchasers of or subscribers to the aforesaid freezer food plan can sign blank contracts with the assurance that when such contracts are filled in the terms and conditions of sale as set forth therein will be the same as agreed upon and disclosed at the time of sale.

PAR. 8. The advertisements disseminated as aforesaid were and are misleading in material respects and constituted, and now constitute, "false advertisements" as that term is defined in the Federal Trade Commission Act, and the aforesaid statements and representations are false, misleading and deceptive. In truth and in fact:

1. Not all of the subsidiary sales corporations of respondent Tenax, Inc., are engaged in the purchase and resale of foods. In many instances food orders submitted by subscribers to the aforesaid freezer food plan are filled by others than respondents Tenax or their subsidiary sales corporations.

2. Purchasers of or subscribers to the aforesaid freezer food plan do not receive a freezer and all of their food requirements for \$14.99 a week or for the other amounts stated in the aforesaid advertisements.

3. Purchasers of or subscribers to the aforesaid freezer food plan do not receive a freezer and the same amount of food for the same or less money than they have been paying for food alone.

4. The individuals sent to help purchasers of or subscribers to the aforesaid freezer food plan in planning their food orders are not "Home Economists". They have not had sufficient or proper training to warrant calling them "Home Economists".

5. All food orders are not delivered free of charge.

6. Purchasers of or subscribers to the aforesaid freezer food plan do not receive a free gift. The price charged by respondents Tenax

for their freezers contains a high enough mark-up to cover a part or all of the cost of the so-called free gift.

7. In some instances purchasers of or subscribers to the aforesaid freezer food plan have been informed that their old refrigerator would not be taken as a trade-in.

8. Purchasers of or subscribers to the aforesaid freezer food plan do not receive an enclosed cabinet for storing foods. What they receive is a set of shelves which are open on all sides.

9. Many purchasers of or subscribers to the aforesaid freezer food plan have received freezers that were not self-defrosting.

10. Purchasers of or subscribers to the aforesaid freezer food plan are required to make two monthly payments, one for food and one for the freezer.

11. In many instances the contracts of purchasers of or subscribers to the aforesaid freezer food plan are financed through financial institutions other than those chosen by such subscribers.

12. The price paid by purchasers of or subscribers to the aforesaid freezer food plan for the freezer is in excess of the standard or list price of said freezers. The manufacturer's suggested list prices for the freezers sold by respondents Tenax range from \$275.00 to \$350 depending on the capacity and model thereof, whereas respondents Tenax charge \$999.95 plus \$59.05 for "Free labor for one year if repairs or adjustments are necessary" plus credit charges and interest.

13. All of the terms and conditions of sale are not always disclosed at the time of sale. In many instances when contracts which have been signed in blank are filled in, the terms and conditions of sale as set forth therein are not the same as agreed upon and disclosed at the time of sale.

PAR. 9. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of freezers and freezer food plans from respondents Tenax and of food, by reason of said erroneous and mistaken belief.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, including the dissemination by respondents of false advertisements as aforesaid, were and are all to the prejudice and injury of the public and of respondents Tenax's competitors and constituted, and now constitute, unfair methods of competition in commerce and unfair and deceptive acts and practices, in commerce, within the intent

Decision and Order

60 F.T.C.

and meaning of the Federal Trade Commission Act and in violation of Section 5(a)(1) of said Act.

DECISION AND ORDER

The Commission having heretofore determined to issue its complaint charging the respondents named in the caption hereof with violation of the Federal Trade Commission Act, and the respondents having been served with notice of said determination and with a copy of the complaint the Commission intended to issue, together with a proposed form of order; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the complaint to issue herein, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as set forth in such complaint, and waivers and provisions as required by the Commission's rules; and

The Commission, having considered the agreement, hereby accepts same, issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent, Tenax, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 575 Lexington Avenue, in the city of New York, State of New York.

Respondents Leon C. Hirsch and Peter R. Ross are officers of said corporation, and their address is the same as that of said corporation.

Respondent, The Metlis and Lebow Corporation, is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 200 W. 57th Street, in the city of New York, State of New York.

Respondents, Stanley E. Lebow and Sanford H. Metlis, are officers of said corporation, and their address is the same as that of said corporation.

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

PART I

It is ordered, That respondents Tenax, Inc., a corporation, The Metlis and Lebow Corporation, a corporation, and their officers, and Leon C. Hirsch and Peter R. Ross, individually and as officers of Tenax, Inc., and Stanley E. Lebow and Sanford H. Metlis, individually and as officers of The Metlis and Lebow Corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device in connection with the offering for sale, sale, or distribution of any food or any purchasing plan involving food, do forthwith cease and desist from:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement:

(a) Represents that any subsidiary of respondent Tenax, Inc., is engaged in the purchase and resale of food when the subsidiary to which such advertisement relates is not engaged in the food business;

(b) Represents that purchasers of or subscribers to a freezer food purchasing plan will, for a stated price, receive all of their food requirements and a freezer;

(c) Represents that purchasers of or subscribers to a freezer food purchasing plan will receive foods or other items which are not available under said plan, and which they do not actually receive;

(d) Represents that purchasers of or subscribers to a freezer food purchasing plan will receive the same amount of food, and a freezer for the same or less money than they have been paying for food alone;

(e) Misrepresents in any manner the savings realized by purchasers of or subscribers to any freezer purchasing plan;

(f) Represents that purchasers of or subscribers to a freezer food purchasing plan will have the assistance or help of trained "Home Economists" or other qualified individuals in planning their food orders;

(g) Represents that food orders are delivered free of charge when purchasers of or subscribers to a freezer food purchasing plan are required to make payments for the delivery of food orders;

(h) Represents that purchasers of or subscribers to a freezer food purchasing plan receive a free gift;

(i) Represents that purchasers of or subscribers to a freezer food purchasing plan can "trade-in" their old refrigerator or freezer when

Decision and Order

60 F.T.C.

the subsidiary to which the advertisement relates does not accept old refrigerators or freezers as trade-ins;

(j) Misrepresents the physical characteristics or qualities of any article or item received by purchasers of or subscribers to a freezer food purchasing plan;

(k) Represents that purchasers of or subscribers to a freezer food purchasing plan receive self-defrosting freezers;

(l) Represents that purchasers of or subscribers to a freezer food purchasing plan make but one monthly payment covering both food and freezer.

2. Disseminating or causing the dissemination of any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly the purchase of any food or any purchasing plan involving food in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement contains any of the representations or misrepresentations prohibited in paragraph 1 hereof.

PART II

It is further ordered, That respondents Tenax, Inc., a corporation, The Metlis and Lebow Corporation, a corporation, and their officers, and Leon C. Hirsch and Peter R. Ross, individually and as officers of Tenax, Inc., and Stanley E. Lebow and Sanford H. Metlis, individually and as officers of The Metlis and Lebow Corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device in connection with the offering for sale, sale or distribution of freezers, food or a freezer food purchasing plan in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing directly or by implication that:

(a) Any subsidiary of respondent Tenax, Inc., is engaged in the purchase and resale of food, when such subsidiary is not engaged in the food business;

(b) Purchasers will, for a stated price receive all of their food requirements and a freezer;

(c) Purchasers will receive food or other items which are not available, and which they do not actually receive;

(d) Purchasers will receive the same amount of food and a freezer for the same or less money than they have been paying for food alone;

(e) Purchasers will have the assistance or help of trained "Home Economists" or other qualified individuals in planning their food orders;

(f) Food orders are delivered free of charge, when purchasers are required to make payment for the delivery of food orders;

(g) Purchasers receive a free gift;

(h) Purchasers from any subsidiary of Tenax, Inc., can "trade-in" their old refrigerator or freezer, when such subsidiary does not accept old refrigerators or freezers as "trade-ins";

(i) Purchasers receive self-defrosting freezers;

(j) Purchasers of or subscribers to a freezer food purchasing plan make but one monthly payment covering both food and freezer.

2. Misrepresenting in any manner:

(a) The savings realized by purchasers of or subscribers to a freezer food purchasing plan;

(b) The qualities, appearance or physical characteristics of any article or item received by purchasers.

PART III

It is further ordered, That respondent Tenax, Inc., a corporation, and its officers and Leon C. Hirsch, and Peter R. Ross, individually and as officers of Tenax, Inc., and their agents, representatives and employees, directly or through any corporate or other device in connection with the offering for sale, sale or distribution of freezers, food or freezer food purchasing plans in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing that purchasers of or subscribers to a freezer food purchasing plan, or purchasers of food or freezers, can have their installment contracts financed through financial institutions of their own choosing, unless where such a representation is made such contracts are in fact financed through the institution chosen by such purchasers or subscribers;

2. Representing in any manner that the price charged for any freezer or refrigerator-freezer is the standard or list price thereof;

3. Inducing purchasers of or subscribers to a freezer food purchasing plan, or purchasers of food or freezers, to sign any contract to purchase which does not at that time contain all of the terms and conditions of sale.

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.

Complaint

60 F.T.C.

IN THE MATTER OF
CITY STORES COMPANY

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

Docket 7871. Complaint, Apr. 19, 1960—Decision, Mar. 27, 1962

Order dismissing complaint charging a corporation with headquarters in New York City with making deceptive use of comparative prices in advertisements of two divisions it operated as department stores, i.e., Lansburgh's of Washington, D.C., and Lit Brothers of Philadelphia, Pa.

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 City Stores Company, a corporation, hereinafter referred to as 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 City Stores Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal office and place of business located at 100 West Tenth Street, in the city of Wilmington, State of Delaware.

Said corporate respondent operates, as Divisions, a large number of department stores located in various states of the United States and in the District of Columbia, among them being Lansburgh Division of City Stores Company, located in Washington, D.C., and Lit Brothers, located in Philadelphia, Pa. Said Divisions operate branch stores in states adjacent to their aforesaid main stores.

PAR. 2. Respondent, through its said Divisions, is now, and for some time last past has been, engaged in advertising, offering for sale, sale and distribution of general department store merchandise to the public.

PAR. 3. Lansburgh Division of City Stores Company and Lit Brothers operate central warehouses in the District of Columbia and in Philadelphia, respectively. Merchandise shipped across state lines is received at said warehouses and is thereafter shipped across state lines to the branch stores of said Divisions. Said Divisions have their central business offices at their main stores and carry on an extensive commercial intercourse in commerce between said main stores