

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

*Docket C-870. Complaint, Dec. 24, 1964—Decision, Dec. 24, 1964*

Consent order requiring a mail-order merchant in Watertown, Mass., engaged  
in selling large size men's clothing and other merchandise, to cease mis-

## Complaint

66 F.T.C.

representing guarantees on mail order merchandise by advertising in catalogs "Money-Back Guarantee Assures You of Complete Satisfaction," when in fact, guarantees were subject to many conditions and limitations not disclosed in the advertisements.

## 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 B. R. Page Company, a corporation, and Rose Jane (Mrs. Samuel) Robins, individually and as an officer of said corporation, and Bernard N. Abelson, individually, 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 B. R. Page Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Massachusetts, with its principal office and place of business located at 64 Pleasant Street, in the city of Watertown, State of Massachusetts.

Respondent Rose Jane (Mrs. Samuel) Robins is president and treasurer and sole stockholder of the corporate respondent. Respondent Bernard N. Abelson is the son-in-law of respondent Rose Jane (Mrs. Samuel) Robins. The two aforesaid individual respondents formulate, direct and control the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. Their address is the same as that of the corporate respondent.

PAR. 2. Respondents are now, and for some time last past have been, engaged in the sale and distribution of large size men's clothing and other articles of merchandise by mail order to members of the purchasing public.

PAR. 3. In the course and conduct of their business, respondents now cause, and for some time last past have caused, their said products, when sold, to be shipped from their place of business in the State of Massachusetts to purchasers thereof located in various other States of the United States and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said products, in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their business, and at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms and individuals engaged in the

sale of large size men's clothing and other articles of merchandise of the same general kind and nature as that sold by respondents.

PAR. 5. In the course and conduct of their business, and for the purpose of inducing the purchase of their said merchandise, respondents, through the use of catalogs and advertising materials sent to prospective purchasers, make numerous statements and representations respecting their money-back guarantee.

Among and typical, but not all inclusive, of the statements and representations appearing in said advertisements are the following:

B. R. PAGE'S Money-Back Guarantee Assures You of Complete Satisfaction.

We guarantee to please or you will get a Complete Refund, PROMPTLY!

THE B. R. PAGE MONEY-BACK GUARANTEE MEANS WHAT IT SAYS.

PAR. 6. By and through the use of the statements and representations set forth in Paragraph Five hereof and others of similar import not specifically set forth herein, respondents represent, and have represented, directly or by implication, that the full purchase price of any article of merchandise sold by them will be refunded at the option of the purchaser.

PAR. 7. In truth and in fact, the said guarantee is subject to many conditions and limitations so that there are numerous situations and circumstances under which the full purchase price paid for articles of respondents' merchandise will not be refunded by respondents at the option of the purchaser. When, and if, adjustments are made, respondents usually make available to said dissatisfied purchaser credit vouchers which may be used only toward the purchase of other merchandise sold by respondents.

Therefore, the statements and representations referred to in Paragraphs Five and Six hereof were and are false, misleading and deceptive.

PAR. 8. 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 respondents' products by reason of said erroneous and mistaken belief.

PAR. 9. The aforesaid acts and practices of respondents as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors and constituted, and now constitute, unfair methods of competition, in commerce, and unfair and deceptive acts and practices, in commerce, in violation of Section 5 of the Federal Trade Commission Act.

## DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Deceptive Practices proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; 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 aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by the respondents that the law has been violated as alleged in such complaint, and waivers and provisions as required by the Commission's rules; and

The Commission, having reason to believe that the respondents have violated the Federal Trade Commission Act, and having determined that complaint should issue stating its charges in that respect, hereby issues its complaint, accepts said agreement, makes the following jurisdictional findings and enters the following order:

1. Respondent B. R. Page Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Massachusetts, with its principal office and place of business located at 64 Pleasant Street, in the city of Watertown, State of Massachusetts.

Respondent Rose Jane (Mrs. Samuel) Robins is president and treasurer and sole stockholder of said corporation. Respondent Bernard N. Abelson is the son-in-law of Rose Jane (Mrs. Samuel) Robins. 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

*It is ordered.* That respondents B. R. Page Company, a corporation, and Rose Jane (Mrs. Samuel) Robins, individually and as an officer of said corporation, and Bernard N. Abelson, individually, 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 clothing or any other articles of merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act do forthwith cease and desist from:

1. Using the expression "Money-Back Guarantee Assures You of Complete Satisfaction" or similar representations unless respondents do in fact refund the full purchase price of an article of merchandise at the option of the purchaser and unless the nature and extent of the guarantee, the identity of the guarantor and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

2. Representing, directly or by implication, that any of respondents' articles of merchandise are guaranteed unless the nature and extent of the guarantee, the identity of the guarantor and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

*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.

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