

with distribute a copy of this Order to each of its operating offices.
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
WORLD SEWING CENTER, INC., d/b/a ALL STATES
SEWING CENTER ET AL.

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

*Docket 8746. Complaint, Sept. 29, 1967—Decision, June 7, 1968**

Order requiring a Dorchester, Mass., distributor of new and used sewing machines to cease using bait advertising, false pricing and savings claims, misrepresenting its machines as distress merchandise, and using deceptive guarantees.

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 World Sewing Center, Inc., a corporation, trading as All States Sewing Center and Ernest Rose, individually and as an officer 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:

*Final order was modified Aug. 13, 1968. 74 F.T.C. 603.

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PARAGRAPH 1. Respondent World Sewing Center, Inc., 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 992 Blue Hill Avenue in the city of Dorchester, State of Massachusetts. Said corporate respondent also trades as All States Sewing Center.

Respondent Ernest Rose is an officer of the corporate respondent. He formulates, directs and control the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. His 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 advertising, offering for sale, sale and distribution of new and used sewing machines to the 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 aforesaid business, and for the purpose of inducing the public to purchase their said sewing machines, the respondents have made numerous statements and representations in advertisements inserted in newspapers, by means of radio and television broadcasts and through other advertising media, with respect to the source, the sale price, the regular or original price, the numbers available, the condition and the performance characteristics of the advertised sewing machines.

Typical and illustrative of the aforesaid statements and representations, but not all inclusive thereof, are the following:

* * * Morse portable electric sewing machines that were originally offered for as much as \$99—now sale priced at just \$23.50. * * * The machines are brand new nineteen sixty fours that were sold to All States by a distributor who needed the cash in order to pay for his incoming shipments of nineteen sixty fives. * * * 100 machines were delivered to All States last week—and this week, the last of the lot. 86 more machines that you can own for \$23.50 each—are scheduled for delivery * * *.

* * * * *

* * * Last week they were able to make a special purchase of discontinued 1964 models that were offered to you for only \$23.50. * * * The first lot of 100

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machines were quickly snatched up at this incredible low price. * * * And this week, All States was able to get 86 more machines—the last of the lot.

It seems that a fussy inspector on the assembly line has been rejecting new machines right and left because of tiny scratches, and a full freight car load had accumulated. * * * As always the alert All States buyer snapped up the entire lot at a fabulous low price! . . . And now you can own a Morse electric portable sewing machine—regularly \$79—for only \$23.50.

* * * The makers of famous “Morse” electric portable sewing machines * * * no longer sell demonstrators in their own sales outlets around the country * * * so, All States successfully bid on the entire lot—a 6-month accumulation—and can now offer you a positively incredible value never before possible * * * the big surprise is that the machine we speak of is a model 2600 * * * originally \$88.50—yours now while quantities last, for the record breaking low price of \$22.50!

* * * Their reputation for buying right and passing the savings along to their customers reached way out to a midwestern dealer who complained to factory salesmen that he was overstocked * * * the salesmen suggested a call to All States here in Boston * * * the All States buyer who took the call sized up the situation and flew right out with cash in hand. * * * P.S.—He bought the dealer's entire stock of famous Morse electric sewing machines for 20¢ on the dollar of their normal retail value. * * * You can own a brand new Morse electric portable sewing machine, a \$79.50 value—for the incredibly low price of just \$23.50.

* * * A famous Morse portable electric sewing machine that can be yours now for only \$19! * * * This sewing machine bargain of all bargains can be offered to you exclusively by All States right now simply because of their coast to coast reputation of buying in quantities at the lowest discount prices * * * Therefore, when a well known Southwestern dealer overbought and needed cash quickly, they immediately called All States who in turn made an offer that was accepted on an entire trailer truckload. * * *

Brand New 1965 Automatic Morse Zig-Zag Sewing Machine.
Limited Time Offer.

Pay Only \$34.50.

No Money Down.

Pay Only \$1.25 Weekly.

Simply by turning the dial you can zig-zag, darn, monogram, decorate, fancy stitch, applique, design, buttonhole, quilt and embroidery.

2 Year Parts Guarantee.

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PAR. 5. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not specifically set out herein, the respondents represent, and have represented, directly or by implication, that:

1. Said machines are distress merchandise purchased from dealers in financial difficulty, or purchased in car load lots or other large quantities, or are factory rejects, or had been used as demonstration machines in factory outlets, and that for the foregoing and other reasons, respondents are enabled to sell and are offering for sale sewing machines at substantial savings to the public;

2. The higher stated price amounts set out in the said advertisements, and others not quoted herein, in connection with the terms "Originally," "Regularly," and other terms of similar import and meaning, were the prices at which the advertised merchandise was sold or offered for sale by respondents in good faith for a reasonably substantial period of time in the recent, regular course of their business and that purchasers thereof save the difference between respondents' advertised selling price and the corresponding higher price;

3. The higher stated price amounts set out in the said advertisements, and others not quoted herein, in connection with the term "Value" and other terms of similar import and meaning, were not appreciably in excess of the highest price at which substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations were made, and that purchasers save the difference between respondents' advertised selling prices and corresponding higher prices;

4. They are making bona fide offers to sell new sewing machines for \$19.00, \$23.50, \$34.50 and various other price amounts not set forth herein, and used sewing machines for \$18.88 and \$22.50 and various other price amounts not set forth herein;

5. Said products are unconditionally guaranteed for two years and for various other periods of time as to parts.

PAR. 6. In truth and in fact:

1. Respondents do not purchase distressed merchandise from dealers in financial difficulty, or purchase sewing machines in car load lots or other large quantities, or purchase sewing machines which are factory rejects or have been used for demonstration in factory outlets, and respondents are not thereby enabled to sell or to offer for sale said machines at substantial savings to the public;

2. The higher stated price amounts set out in the said advertisements and others not quoted herein, in connection with the terms "Originally," "Regularly," and other terms of similar import and meaning,

were not the prices at which the advertised merchandise was sold or offered for sale by respondents in good faith for a reasonably substantial period of time in the recent regular course of their business, and purchasers thereof do not save the difference between respondents' advertised selling price and the corresponding higher price;

3. The higher prices set out in said advertisements in connection with the term "Value," and other terms of similar import and meaning, were appreciably in excess of the highest price at which substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations were made, and purchasers do not save the difference between respondents' advertised selling prices and the corresponding higher prices;

4. The advertised offers to sell new sewing machines for \$19.00, \$23.50, \$34.50, and various other price amounts not herein set forth, and used sewing machines for \$18.88 and \$22.50 and various other price amounts not herein set forth, are not bona fide offers, but are made for the purpose of obtaining leads to prospective purchasers of sewing machines. After obtaining such leads, respondents' salesmen call at the homes of such prospective purchasers, and at such times and places, said salesmen disparage the advertised sewing machine by act or words or both, and attempt to sell and do sell different and more expensive sewing machines.

Respondents' plan or method of compensation of such salesmen does not provide for the payment of such salesmen in consideration of the sale of the advertised machine other than the payment of a minimal amount as a delivery and instruction fee upon sale and subsequent delivery of the advertised machine, but does provide for the payment of substantial commissions to such salesmen upon the sale of a more expensive machine.

Such method of compensation has the effect of discouraging the salesmen from selling the advertised machine, or penalizing the salesmen upon the sale of the advertised machine by the requirement of delivery thereof by such salesmen for a nominal fee at a time subsequent to the time at which such sale is made.

5. Respondents' sewing machines, or the parts thereof, are not unconditionally guaranteed without conditions or limitations for a period of two years or various other periods of time. Such guarantee as may be provided is subject to the payment of service charges and numerous other terms, conditions and limitations, and fails to set forth the nature and extent of the guarantee, the identity of the guarantor, and the manner in which the guarantor would perform thereunder.

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Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof, were and are false, misleading and deceptive.

PAR. 7. In the conduct of their business, and at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms and individuals in the sale of sewing machines of the same general kind and nature as those sold by the respondents.

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' product 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.

Mr. Frank P. Dunn supporting the complaint.

Mr. James S. Bagnell for respondents.

INITIAL DECISION BY ANDREW C. GOODHOPE, HEARING EXAMINER

APRIL 11, 1968

STATEMENT OF PROCEEDINGS

The Federal Trade Commission on September 29, 1967, issued its complaint charging the respondents with 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. Respondents, following an informal prehearing conference on March 11, 1968, filed an amended answer on March 12, 1968, admitting all material allegations of the complaint to be true.

The Federal Trade Commission's Rules of Practice for Adjudicative Proceedings, Section 3.12, subparagraph (2) states: *If allegations of complaint are admitted.*—If the respondent elects not to contest the allegations of fact set forth in the complaint, his answer shall consist of a statement that he admits all of the material allegations to be true.

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Such an answer shall constitute a waiver of hearings as to the facts alleged in the complaint, and together with the complaint will provide a record basis on which the hearing examiner shall file an initial decision containing appropriate findings and conclusions and an appropriate order disposing of the proceeding. In such an answer, the respondent may, however, reserve the right to submit proposed findings and conclusions under § 3.46 and the right to appeal the initial decision to the Commission under § 3.52. Respondents in this proceeding waive the right to submit proposed findings and conclusions and the right to appeal the initial decision to the Commission (Tr. 3).

FINDINGS OF FACT

1. Respondent World Sewing Center, Inc., 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 992 Blue Hill Avenue in the city of Dorchester, State of Massachusetts. Said corporate respondent also trades as All States Sewing Center.

Respondent Ernest Rose is an officer of the corporate respondent. He formulates, directs and controls the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. His address is the same as that of the corporate respondent.

2. Respondents are now, and for some time last past have been, engaged in the advertising, offering for sale, sale and distribution of new and used sewing machines to the public.

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.

4. In the course and conduct of their aforesaid business, and for the purpose of inducing the public to purchase their said sewing machines, the respondents have made numerous statements and representations in advertisements inserted in newspapers, by means of radio and television broadcasts and through other advertising media, with respect to the source, the sale price, the regular or original price, the numbers available, the condition and the performance characteristics of the advertised sewing machines.

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Typical and illustrative of the aforesaid statements and representations, but not all inclusive thereof, are the following:

* * * Morse portable electric sewing machines that were originally offered for as much as \$99—Now sale priced at just \$23.50 * * * The machines are brand new nineteen sixty fours that were sold to All States by a distributor who needed the cash in order to pay for his incoming shipments of nineteen sixty fives. * * * 100 machines were delivered to All States last week—and this week, the last of the lot, 86 more machines that you can own for \$23.50 each—are scheduled for delivery * * *.

* * * Last week they were able to make a special purchase of discontinued 1964 models that were offered to you for only \$23.50 * * * the first lot of 100 machines were quickly snatched up at this incredible low price * * * and this week, All States was able to get 86 more machines—the last of the lot.

It seems that a fussy inspector on the assembly line has been rejecting new machines right and left because of tiny scratches, and a full freight car load had accumulated * * * as always, the alert All States buyer snapped up the entire lot at a fabulous low price! * * * And now you can own a Morse electric portable sewing machine—regularly \$79—for only \$23.50.

* * * The makers of famous “Morse” electric portable sewing machines * * * no longer sell demonstrators in their own sales outlets around the country * * * so, All States successfully bid on the entire lot—a 6-month accumulation—and can now offer you a positively incredible value never before possible * * * the big surprise is that the machine we speak of is a model 2600 * * * originally \$88.50—yours now while quantities last, for the record breaking low price of \$22.50!

* * * Their reputation for buying right and passing the savings along to their customers reached way out to a midwestern dealer who complained to factory salesmen that he was overstocked * * * The salesmen suggested a call to All States here in Boston * * * The All States buyer who took the call sized up the situation and flew right out with cash in hand. * * * P.S.—he bought the dealer's entire stock of famous Morse electric sewing machines for 20¢ on the dollar of their normal retail value. * * * You can own a brand new Morse electric portable sewing machine, a \$79.50 value—for the incredibly low price of just \$23.50.

* * * A famous Morse portable electric sewing machine that can be yours now for only \$19! * * * This sewing machine bargain of all bargains can be offered to you exclusively by All States right now simply because of their coast to coast reputation of buying in quantities at the lowest discount prices * * * therefore, when a well known southwestern dealer overbought and needed cash quickly, they immediately called All States, who in turn made an offer that was accepted on an entire trailer truckload. * * *

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Brand new 1965 automatic Morse zig-zag sewing machine.

Limited time offer.

Pay only \$34.50.

No money down.

Pay only \$1.25 weekly.

Simply by turning the dial you can zig-zag, darn, monogram, decorate, fancy stitch, applique, design, buttonhole, quilt and embroidery.

2 year parts guarantee.

* * * * *

5. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not specifically set out herein, the respondents represent, and have represented, directly or by implication, that:

1. Said machines are distress merchandise purchased from dealers in financial difficulty, or purchased in car load lots or other large quantities, or are factory rejects, or had been used as demonstration machines in factory outlets, and that for the foregoing and other reasons, respondents are enabled to sell and are offering for sale sewing machines at substantial savings to the public;

2. The higher stated price amounts set out in the said advertisements, and others not quoted herein, in connection with the terms "Originally," "Regularly," and other terms of similar import and meaning, were the prices at which the advertised merchandise was sold or offered for sale by respondents in good faith for a reasonably substantial period of time in the recent, regular course of their business and that purchasers thereof save the difference between respondents' advertised selling price and the corresponding higher price;

3. The higher stated price amounts set out in the said advertisements, and others not quoted herein, in connection with the term "Value" and other terms of similar import and meaning, were not appreciably in excess of the highest price at which substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations were made, and that purchasers save the difference between respondents' advertised selling prices and corresponding higher prices;

4. They are making bona fide offers to sell new sewing machines for \$19.00, \$23.50, \$34.50 and various other price amounts not set forth herein, and used sewing machines for \$18.88 and \$22.50 and various other price amounts not set forth herein;

5. Said products are unconditionally guaranteed for two years and for various other periods of time as to parts.

6. In truth and in fact:

1. Respondents do not purchase distressed merchandise from dealers in financial difficulty, or purchase sewing machines in car load lots or other large quantities, or purchase sewing machines which are factory rejects or have been used for demonstration in factory outlets, and respondents are not thereby enabled to sell or to offer for sale said machines at substantial savings to the public;

2. The higher stated price amounts set out in the said advertisements and others not quoted herein, in connection with the terms "Originally," "Regularly," and other terms of similar import and meaning, were not the prices at which the advertised merchandise was sold or offered for sale by respondents in good faith for a reasonably substantial period of time in the recent regular course of their business, and purchasers thereof do not save the difference between respondents' advertised selling price and the corresponding higher price;

3. The higher prices set out in said advertisements in connection with the term "Value," and other terms of similar import and meaning, were appreciably in excess of the highest price at which substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations were made, and purchasers do not save the difference between respondents' advertised selling prices and the corresponding higher prices;

4. The advertised offers to sell new sewing machines for \$19.00, \$23.50, \$34.50, and various other price amounts not herein set forth, and used sewing machines for \$18.88 and \$22.50 and various other price amounts not herein set forth, are not bona fide offers, but are made for the purpose of obtaining leads to prospective purchasers of sewing machines. After obtaining such leads, respondents' salesmen call at the homes of such prospective purchasers, and at such times and places, said salesmen disparage the advertised sewing machine by act or words or both, and attempt to sell and do sell different and more expensive sewing machines.

Respondents' plan or method of compensation of such salesmen does not provide for the payment of such salesmen in consideration of the sale of the advertised machine other than the payment of a minimal amount as a delivery and instruction fee upon sale and subsequent delivery of the advertised machine, but does provide for the payment of substantial commissions to such salesmen upon the sale of a more expensive machine.

Such method of compensation has the effect of discouraging the salesman from selling the advertised machine, or penalizing the salesmen upon the sale of the advertised machine by the requirement of

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delivery thereof by such salesmen for a nominal fee at a time subsequent to the time at which such sale is made.

5. Respondents' sewing machines, or the parts thereof, are not unconditionally guaranteed without conditions or limitations for a period of two years or various other periods of time. Such guarantee as may be provided is subject to the payment of service charges and numerous other terms, conditions and limitations, and fails to set forth the nature and extent of the guarantee, the identity of the guarantor, and the manner in which the guarantor would perform thereunder.

Therefore, the statements and representations as set forth in Findings 4 and 5 hereof were and are false, misleading and deceptive.

CONCLUSIONS

1. In the conduct of their business, and at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms and individuals in the sale of sewing machines of the same general kind and nature as those sold by the respondents.

2. 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' product by reason of said erroneous and mistaken belief.

3. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and 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.

ORDER TO CEASE AND DESIST

It is ordered, That respondents, World Sewing Center, Inc., a corporation, its officers and Ernest Rose, individually and as an officer of said corporation, trading as All States Sewing Center, or under any other trade name or names, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of sewing machines, or any other products, in commerce, as "com-

merce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that sewing machines or other products being offered for sale are distressed merchandise purchased from dealers in financial difficulty, or purchased in car load lots or other large quantities, or are factory rejects or have been used for purposes of demonstration in factory outlets;

2. Representing, directly or by implication, that stated quantities of sewing machines or other products have been purchased or are available for sale: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that such quantities have been purchased or that such quantities are available for sale as represented;

3. Misrepresenting, in any manner, the source, the numbers available, the condition or performance characteristics of sewing machines or any other product;

4. Using the terms "Originally," "Regularly" or any other terms or words of similar import or meaning, to refer to any amount which is in excess of the price at which sewing machines or any other product have been sold or offered for sale in good faith by respondents for a reasonably substantial period of time in the recent regular course of their business; or otherwise misrepresenting the price at which such merchandise has been sold or offered for sale by respondents;

5. Using the term "Value," or any other terms or words of similar import or meaning, to refer to any amount which is appreciably in excess of the highest price at which substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations are made; or otherwise misrepresenting the price at which such merchandise has been sold in the trade area where such representations are made;

6. Representing, in any manner, that by purchasing sewing machines or any other product, customers are afforded savings amounting to the difference between respondents' stated price and any other price used for comparison with that price;

- (a) Unless respondents have offered such merchandise for sale at the compared price in good faith for a reasonably substantial period of time in the recent regular course of their business; or

(b) Unless substantial sales of said merchandise are being made in the trade area at the compared price, or a higher price; or

(c) When value comparison representation with comparable merchandise is used, unless substantial sales of merchandise of like grade and quality are being made in the trade area at the compared price and it is clearly and conspicuously disclosed that the comparison is with merchandise of like grade and quality;

7. Falsely representing, in any manner, that savings are available to purchasers or prospective purchasers of respondents' sewing machines or any other product, or misrepresenting, in any manner, the amount of savings available to purchasers or prospective purchasers of respondents' sewing machines or any other product at retail;

8. Advertising or offering sewing machines or any other product for sale for the purpose of obtaining leads or prospects for the sale of different sewing machines or products at higher prices;

9. Discouraging the purchase of or disparaging in any manner any sewing machine or other product advertised;

10. Using any advertising, sales plan or procedure involving the use of false, deceptive or misleading statements or representations for the purpose of obtaining leads or prospects for the sale of other sewing machines or products;

11. Representing, directly or by implication, that any sewing machines or other products are offered for sale when such is not a bona fide offer to sell such sewing machines or products;

12. The conduct or use of any sales plan or method of compensation for any agent, representative or employee in any manner which has the effect of discouraging them from selling the advertised sewing machine or product or penalizing them upon the sale of the advertised sewing machine or product;

13. Representing, directly or by implication, that any of respondents' sewing machines or other products 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;

14. Failing to deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of the respondents' products to purchasers; and failing to secure from each such person a signed statement acknowledging receipt of said order and agreeing to abide by the requirements of

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said order and to refrain from engaging in any of the acts or practices prohibited by said order; and for failure so to do, agreeing to dismissal or to the withholding of commissions, salaries and other remunerations, or both to dismissal and to withholding of commissions, salaries and other remunerations.

FINAL ORDER

No appeal from the initial decision of the hearing examiner having been filed, and the Commission having determined that the case should not be placed on its own docket for review and that pursuant to Section 3.51 of the Commission's Rules of Practice (effective July 1, 1967), the initial decision should be adopted and issued as the decision of the Commission;

It is ordered, That the initial decision of the hearing examiner shall, on the 7th day of June 1968, become the decision of the Commission.

It is further ordered, That World Sewing Center, Inc., a corporation, d/b/a All States Sewing Center, and Ernest Rose, individually and as an officer of said corporation, shall, within sixty (60) days after service of this order upon them, file with the Commission a report in writing, signed by such respondents, setting forth in detail the manner and form of their compliance with the order to cease and desist.
