

Complaint

IN THE MATTER OF

NEW HOME SEWING CENTER, ET AL.

Complaint

ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE FEDERAL
TRADE COMMISSION ACT*Docket 8769. Complaint, Nov. 14, 1968—Decision, Aug. 5, 1969*

Order requiring an Allentown, Pennsylvania, retailer of sewing machines and other products to cease using bait advertising, false pricing and savings claims, fictitious contests and other deceptive practices in the sale of its merchandise.

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 New Home Sewing Center, a partnership, and Harry Epstein and Dennis W. Hart, individually and as copartners trading and doing business as New Home Sewing Center, 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 New Home Sewing Center is a partnership comprised of the following named individuals who formulate, direct and control the acts and practices hereinafter set forth. The principal office and place of business of said partnership is located at 2117 North Belmont in the city of Allentown, State of Pennsylvania. Formerly, the principal office and place of business of said partnership were located at 400 South Market Street, in the city of Wilmington, State of Delaware.

Respondents Harry Epstein and Dennis W. Hart are individuals and copartners trading and doing business as the New Home Sewing Center with their principal office and place of business located at the above-stated address in Allentown, Pennsylvania. Formerly, their principal office and place of business were located at the above-stated address in Wilmington, Delaware.

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

PAR. 3. In the course and conduct of their business as aforesaid, respondents now cause, and for some time last past have

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caused, their products, when sold, to be transported from their place of business in the State of Pennsylvania and from their former place of business in the State of Delaware, to purchasers thereof located in various States of the United States other than the state of origination, 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 purchase of their products, the respondents have made and are now making, numerous statements and representations in advertisements inserted in newspapers with respect to the kind, quality, prices, terms and conditions of sale of their products.

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

Repossessed Automatic
Singer Zig-Zag Sewing Machine
Cabinet model, 5 mo. old Sews on buttons, makes button holes & fancy
stitches. No attachments needed.
UNPAID BALANCE \$49.50
or take over low monthly payments of \$5 mo.
Call Home Credit Dept. TR 6-9010

* * * * *

A CABINET MODEL 1966 SINGER

Zig-Zag. 3 positions. Fancy stitch, darns, makes button holes, monograms, appliques, sews on buttons, Slightly used, 5 year PART & SERVICE GUARANTEE. Now only \$51.10 pay 8 dn., \$5 month. HOME SEWING CREDIT DEPT., 656 2595.

PAR. 5. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not expressly set out herein, separately and in connection with oral statements and representations of their salesmen and representatives, the respondents have represented, and are now representing, directly or by implication:

1. Through the use of the phrases and words "Repossessed," "unpaid balance," "Balance," "take over low monthly payments" and other words and phrases of similar import, that sewing machines, partially paid for by a previous purchaser, have been repossessed and are being offered for sale for the unpaid balance of the purchase price.

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2. That their principal business is that of lending money or providing credit to purchasers of merchandise, and buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit.

3. That they are making a bona fide offer to sell repossessed sewing machines, as described in said advertisement, for reason of default in payment by the previous purchaser and on the terms and conditions stated.

PAR. 6. In truth and in fact:

1. Said products are not repossessed sewing machines being offered for the unpaid balance of the original purchase price.

2. Respondents' principal business is not that of lending money or providing credit to purchasers of merchandise or of buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit. Respondents are engaged in the business of retailing sewing machines and other products to the public.

3. Respondents are not making bona fide offers to sell repossessed sewing machines on the terms and conditions stated; but said offers are made for the purpose of obtaining leads as to persons interested in the purchase of sewing machines. After obtaining leads through response to said advertisements, respondents or their salesmen call upon such persons but make no effort to sell said advertised sewing machines. Instead, they exhibit sewing machines which are in such poor condition as to be unusable or undesirable, and disparage the advertised product to discourage its purchase, and attempt, and frequently do, sell much higher priced sewing machines.

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 course and conduct of their business and for the purpose of inducing the purchase of their products, the respondents hold an ostensible "drawing" in which persons are invited to register their names and addresses for the chance to win a free sewing machine and other prizes. Participants in said drawing then receive further promotional material by mail. Typical and illustrative, but not all inclusive of the statements and representations made in said registration blanks and followup material, are the following:

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FREE

FREE

FREE

No. _____

WIN A ZIG-ZAG SEWING MACHINE

Name _____

Address _____

City _____ Phone _____

This stub entitles you to a chance to win a new Zig-Zag Sewing Machine.
In addition to 1st prize, second prizes will be awarded.

☐ I own a machine at present. How old? _____

☐ I would like to have a new Zig Zag Sewing Machine.

If I were to buy a machine in the event I did not win, I would be available
for a demonstration at this time: Day _____ Time _____

NEW-HOME SEWING CENTER

CONGRATULATIONS:

Your name was selected in our SECOND AWARD GROUP in our DRAWING AT THE FAIR.

Enclosed is your \$100.00 SECOND AWARD GROUP CERTIFICATE which may be applied toward the purchase of a NEW HOME sewing machine or our ELECTRO HYGIENE vacuum cleaner.

For example our brand new Automatic Zig Zag Sewing machine con-

sole that sells at _____	\$165.95
LESS your award _____	100.00
IS YOURS FOR ONLY _____	65.95

PAR. 8. By and through the use of the aforementioned statements and representations, by oral statements of respondents or their salesmen, and by other written statements of similar import and meaning but not specifically set out herein, respondents represent and have represented, directly or by implication:

1. That they conduct bona fide drawings for prizes and that recipients of said certificates have won a valuable prize through their participation in said drawing entitling them to a discount or bonus in the amount stated on the certificate, as a reduction from the price at which such products are usually and customarily sold by respondents.

2. That the higher stated price is respondents' usual and customary retail price for the designated sewing machine and that purchasers are afforded savings of the amount of said award.

PAR. 9. In truth and in fact:

1. Respondents do not conduct bona fide drawings for prizes. Their purpose in having persons register for drawings is to obtain leads to prospective purchasers of their sewing machines and other products. Purchasers do not receive an award since the

amount of the award certificate is deducted, not from respondents' usual and customary price of the product, but from a fictitious higher price; therefore, the award is illusory.

2. The higher stated price is not the respondents' usual and customary price of the designated sewing machine but is fictitious so that purchasers are not afforded savings of the amount of the award.

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

PAR. 10. In the course and conduct of their aforesaid business and at all times mentioned herein, respondents have been, and now are, in substantial competition, in commerce, with corporations, firms and individuals in the sale of sewing machines and other products of the same general kind and nature as those sold by respondents.

PAR. 11. 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. 12. 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. William Somers, Washington, D.C., supporting the complaint.

Mr. Harry P. Creveling, Allentown, Pa., for respondent, Harry Epstein.

INITIAL DECISION BY LEON R. GROSS, HEARING EXAMINER

JUNE 17, 1969

PRELIMINARY STATEMENT

The complaint in this proceeding, which issued November 14, 1968, charges respondents with a violation of Section 5 of the

Federal Trade Commission Act¹ in the interstate sale of sewing machines. The complaint was duly served upon respondents, and respondent Dennis W. Hart did not file an answer to the complaint as required by the Rules of Practice for Adjudicative Proceedings of the Federal Trade Commission. Respondent Dennis W. Hart is, therefore, found to be in default of an answer.

Respondent Harry Epstein, by Harry P. Creveling, Esq., filed an answer to the complaint on February 6, 1969. The answer of February 6, 1969, put in issue certain allegations of the complaint. Pursuant to notice properly served, a prehearing conference was convened before the hearing examiner on March 3, 1969, in Washington, D.C. Complaint counsel appeared at said prehearing conference. No one representing either of the respondents appeared at said prehearing conference. On March 3, 1969, the hearing examiner entered an order setting a hearing in this matter for April 14, 1969, in Wilmington, Delaware. On March 21, 1969, notice of the hearing which had theretofore been set at Wilmington, Delaware, was issued to counsel supporting the complaint, to Harry P. Creveling as attorney for respondent Harry Epstein, and to Dennis W. Hart. Said notice was duly served.

On April 14 and 15, 1969, pursuant to the notices herein-above mentioned, hearings in this matter were held in Wilmington, Delaware. No one appeared at said hearings to represent respondent Harry Epstein. Dennis W. Hart, who was then in default of an answer, appeared as a witness at said hearings in response to a subpoena issued at the request of complaint counsel. On April 15, 1969, the testimony of witnesses was completed, but the record was kept open because during the hearing Harry P. Creveling, counsel for respondent Harry Epstein, had indicated to complaint counsel by long-distance telephone that Harry Epstein desired to withdraw the answer he had theretofore filed.

On May 9, 1969, Harry P. Creveling filed in this proceeding the following motion:

Harry Epstein, one of the Respondents in the above entitled matter by his counsel, Harry P. Creveling, Esq., respectfully petitions the Commission to withdraw Answer filed and in compliance with Subpart B, Section 3.12(2) of Part 3-Rules of Practice for Adjudicative Proceedings of the Federal Trade Commission admits all of the material allegations of the Complaint to be

¹"Sec 5(a) (1) Unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce, are hereby declared unlawful."

true and reserves the right to submit proposed findings and conclusions under Section 3.46 of said Rules and the right to appeal the initial decision to the Commission under Section 3.52 of said Rules.

On May 26, 1969, respondent Harry Epstein filed herein an admission answer pursuant to Section 3.12(b)(2) of the Commission's Rules, in words and figures as follows:

Respondent Harry Epstein, by Harry P. Creveling, his attorney, hereby withdraws his answer heretofore filed herein, and, pursuant to Section 3.12(b)(2) of the Commission's Rules of Practice for Adjudicative Proceedings, admits all of the material allegations in the complaint filed herein to be true. Respondent reserves the right to submit proposed findings and conclusions under Section 3.46 of the Commission's Rules, and the right to appeal the initial decision to the Commission under Section 3.52 of said Rules.

The withdrawal by respondent Harry Epstein of his prior answer and the filing of an admission answer has had the legal effect under Section 3.12(b)(2) of the Commission's Rules of Practice of constituting a waiver of hearings as to the facts alleged in the Complaint, and said admission answer together with the complaint provides the record basis upon which the hearing examiner is filing this initial decision containing appropriate findings and conclusions and an appropriate order disposing of the proceeding.

Although Harry Epstein, in his admission answer, reserved the right to submit proposed findings and conclusions under Section 3.46 of the Commission's Rules of Practice, respondent Harry Epstein did not file any such proposed findings and conclusions within the time set in the hearing examiner's order of May 28, 1969, to wit, not later than June 10, 1969.

For purposes of this initial decision the record consists of the complaint issued herein, the admission answer filed by Harry Epstein and the default of Dennis W. Hart. The hearing examiner is required to make his findings of fact and conclusions of law *in haec verba* the complaint. Now, therefore, the hearing examiner makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent New Home Sewing Center was a partnership comprised of the following named individuals who formulated, directed and controlled the acts and practices hereinafter set forth. The principal office and place of business of said partnership was located at 2117 North Belmont in the city of Allentown, State of Pennsylvania. Formerly, the principal office and place of business

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of said partnership had been located at 400 South Market Street, in the city of Wilmington, State of Delaware.

2. Respondents Harry Epstein and Dennis W. Hart were individuals and copartners trading and doing business as the New Home Sewing Center with their principal office and place of business located at the above-stated address in Allentown, Pennsylvania. Formerly, their principal office and place of business had been located at the above-stated address in Wilmington, Delaware.

3. Respondents for some time last past had been engaged in the advertising, offering for sale, sale and distribution of sewing machines and other products to the public.

4. In the course and conduct of their business as aforesaid, respondents caused, and for some time last past had caused, their products, when sold, to be transported from their place of business in the State of Pennsylvania and from their former place of business in the State of Delaware, to purchasers thereof located in various States of the United States other than the State of origination, and maintained, and at all times mentioned herein had maintained, a substantial course of trade in said products in commerce as "commerce" is defined in the Federal Trade Commission Act.

5. In the course and conduct of their aforesaid business, and for the purpose of inducing the purchase of their products, the respondents made numerous statements and representations in advertisements inserted in newspapers with respect to the kind, quality, prices, terms and conditions of sale of their products.

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

Repossessed Automatic
Singer Zig-Zag Sewing Machine

Cabinet model, 5 mo. old Sews on buttons, makes button holes & fancy stitches. No attachments needed.

UNPAID BALANCE \$49.50

or take over low monthly payments of \$5 mo.

Call Home Credit Dept. TR 6-9010

* * * * *

A CABINET MODEL 1966 SINGER

Zig-Zag. 3 positions. Fancy stitch, darns, makes button holes, monograms, appliques, sews on buttons, Slightly used, 5 year PART & SERVICE GUARANTEE. Now only \$51.10 pay 8 dn., \$5 month. HOME SEWING CREDIT DEPT., 656 2595.

7. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not expressly set out herein, separately and in connection with oral statements and representations of their salesmen and representatives, the respondents had represented, directly or by implication:

(a) Through the use of the phrases and words "Repossessed," "unpaid balance," "Balance," "take over low monthly payments" and other words and phrases of similar import, that sewing machines, partially paid for by a previous purchaser, had been repossessed and were being offered for sale for the unpaid balance of the purchase price.

(b) That their principal business was that of lending money or providing credit to purchasers of merchandise, and buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit.

(c) That they were making a bona fide offer to sell repossessed sewing machines, as described in said advertisement, for reason of default in payment by the previous purchaser and on the terms and conditions stated.

8. In truth and in fact:

(a) Said products were not repossessed sewing machines being offered for the unpaid balance of the original purchase price.

(b) Respondents' principal business was not that of lending money or providing credit to purchasers of merchandise or of buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit. Respondents were engaged in the business of retailing sewing machines and other products to the public.

(c) Respondents were not making bona fide offers to sell repossessed sewing machines on the terms and conditions stated; but said offers were made for the purpose of obtaining leads as to persons interested in the purchase of sewing machines. After obtaining leads through response to said advertisements, respondents or their salesmen called upon such persons but made no effort to sell said advertised sewing machines. Instead, they exhibited sewing machines which were in such poor condition as to be unusable or undesirable, and disparaged the advertised product to discourage its purchase and attempted, and frequently did, sell much higher priced sewing machines.

9. Therefore the statements and representations as set forth in paragraphs 6 and 7 hereof were and are false, misleading and deceptive.

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10. In the course and conduct of their business and for the purpose of inducing the purchase of their products, the respondents held an ostensible "drawing" in which persons were invited to register their names and addresses for the chance to win a free sewing machine and other prizes. Participants in said drawing then received further promotional material by mail. Typical and illustrative, but not all inclusive of the statements and representations made in said registration blanks and followup material, are the following:

FREE FREE FREE

No. _____

WIN A ZIG-ZAG SEWING MACHINE

Name _____

Address _____

City _____ Phone _____

This stub entitles you to a chance to win a new Zig-Zag Sewing Machine. In addition to 1st prize, second prizes will be awarded.

☐ I own a machine at present. How old? _____

☐ I would like to have a new Zig Zag Sewing Machine.

If I were to buy a machine in the event I did not win, I would be available for a demonstration at this time: Day _____ Time _____

NEW-HOME SEWING CENTER

* * * * *

CONGRATULATIONS:

Your name was selected in our SECOND AWARD GROUP in our DRAWING AT THE FAIR.

Enclosed is your \$100.00 SECOND AWARD GROUP CERTIFICATE which may be applied toward the purchase of a NEW HOME sewing machine or our ELECTRO HYGIENE vacuum cleaner.

For example our brand new Automatic Zig Zag Sewing machine con-

sole that sells at _____	\$165.95
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LESS your award _____	100.00
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IS YOURS FOR ONLY _____	65.95
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11. By and through the use of the aforementioned statements and representations, by oral statements of respondents or their salesmen, and by other written statements of similar import and meaning but not specifically set out herein, respondents had represented, directly or by implication:

(a) That they conducted bona fide drawings for prizes and that recipients of said certificates had won a valuable prize through their participation in said drawing entitling them to a discount or bonus in the amount stated on the certificate, as a re-

duction from the price at which such products were usually and customarily sold by respondents.

(b) That the higher stated price was respondents' usual and customary retail price for the designated sewing machine and that purchasers were afforded savings of the amount of said award.

12. In truth and in fact:

(a) Respondents did not conduct bona fide drawings for prizes. Their purpose in having persons register for drawings was to obtain leads to prospective purchasers of their sewing machines and other products. Purchasers did not receive an award since the amount of the award certificate was deducted, not from respondents' usual and customary price of the product, but from a fictitious higher price; therefore, the award was illusory.

(b) The higher stated price was not the respondents' usual and customary price of the designated sewing machine but was fictitious so that purchasers were not afforded savings of the amount of the award.

13. Therefore, the statements and representations as set forth in paragraphs 10 and 11 hereof were and are false, misleading and deceptive.

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

15. 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.

16. The aforesaid acts and practices of respondents, as herein found, 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.

Now, therefore,

ORDER

It is ordered, That respondents New Home Sewing Center, a partnership, and Harry Epstein and Dennis W. Hart, individually and as copartners trading and doing business as New Home Sewing Center or under any other 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 other products, 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 sewing machines or other products have been repossessed or are being offered for sale for the unpaid balance of the original purchase price: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that said advertised products actually were repossessed and offered for sale and sold for the balance of the unpaid purchase price.

2. Representing, directly or by implication, that respondents are engaged in the business of lending money or providing credit to purchasers on merchandise or of buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit; or misrepresenting, in any manner, the nature or status of respondents' business.

3. Representing, directly or by implication, that any products are offered for sale when such offer is not a bona fide offer to sell said products on the terms and conditions stated; or using any sales plan or procedure involving the use of false, deceptive or misleading statements to obtain leads or prospects for the sale of other merchandise.

4. Advertising or offering any product for sale, unless the product shown or demonstrated to the prospective purchaser does in all respects conform to the representations and description thereof as contained in the advertisement or offer.

5. Disparaging, in any manner, or discouraging the purchase of any products advertised or displayed to prospective purchasers.

6. Representing, directly or by implication, that names of winners are obtained through "drawings" or by chance when all the names selected are not chosen by lot; or misrepresent-

ing, in any manner, the method by which names of contest winners are selected.

7. Representing, directly or by implication that awards or prizes are of a certain value or worth when recipients thereof are not in fact benefited by or do not save the amount of the represented value of such prizes or awards.

8. Representing, directly or by implication, that any price for respondents' products is a special price or reduced price, unless such price constitutes a significant reduction from an established selling price at which such products have been sold in substantial quantities by respondents in the recent, regular course of their business; or misrepresenting, in any manner, the prices at which such products have been sold or offered for sale by respondents or other sellers in respondents' trade area.

9. Representing, directly or by implication, that any savings, discount or allowance is given purchasers from respondents' selling price for specified merchandise unless said selling price is the amount at which such merchandise has 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.

10. 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 respondents' products or services, and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

FINAL ORDER

The Commission on July 17, 1969, having issued an order staying the effective date of the decision herein, and the Commission now having determined that the case should not be placed on its own docket for review:

It is ordered, That the initial decision of the hearing examiner, filed June 17, 1969, be, and it hereby is, adopted as the decision of the Commission. Accordingly,

It is ordered, That respondents New Home Sewing Center, a partnership, and Harry Epstein and Dennis W. Hart, individually and as copartners trading and doing business as New Home Sewing Center or under any other 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 other products, 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 sewing machines or other products have been repossessed or are being offered for sale for the unpaid balance of the original purchase price: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that said advertised products actually were repossessed and offered for sale and sold for the balance of the unpaid purchase price.

2. Representing, directly or by implication, that respondents are engaged in the business of lending money or providing credit to purchasers of merchandise or of buying, selling or otherwise dealing in commercial paper incident to the purchase of merchandise on credit; or misrepresenting, in any manner, the nature or status of respondents' business.

3. Representing, directly or by implication, that any products are offered for sale when such offer is not a bona fide offer to sell said products on the terms and conditions stated; or using any sales plan or procedure involving the use of false, deceptive or misleading statements to obtain leads or prospects for the sale of other merchandise.

4. Advertising or offering any product for sale, unless the product shown or demonstrated to the prospective purchaser does in all respects conform to the representations and description thereof as contained in the advertisement or offer.

5. Disparaging, in any manner, or discouraging the purchase of any products advertised or displayed to prospective purchasers.

6. Representing, directly or by implication, that names of winners are obtained through "drawings" or by chance when all the names selected are not chosen by lot; or misrepresenting, in any manner, the method by which names of contest winners are selected.

7. Representing, directly or by implication, that awards or prizes are of a certain value or worth when recipients thereof are not in fact benefited by or do not save the amount of the represented value of such prizes or awards.

8. Representing, directly or by implication, that any price for respondents' products is a special price or reduced price,

unless such price constitutes a significant reduction from an established selling price at which such products have been sold in substantial quantities by respondents in the recent, regular course of their business; or misrepresenting, in any manner, the prices at which such products have been sold or offered for sale by respondents or other sellers in respondents' trade area.

9. Representing, directly or by implication, that any savings, discount or allowance is given purchasers from respondents' selling price for specified merchandise unless said selling price is the amount at which such merchandise has 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.

10. 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 respondents' products or services, and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

It is further ordered, That respondents New Home Sewing Center, a partnership, and Harry Epstein and Dennis W. Hart, 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.
