

(60) days after service upon it of this order, file with the Commission a report, in writing, setting forth in detail the manner and forms in which it has complied with this order.

IN THE MATTER OF
McCANN-ERICKSON, INC.

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

Docket C-1993. Complaint, Aug. 2, 1971—Decision, Aug. 2, 1971*

Consent order requiring a New York City advertising agency handling the promotion of Swift's baby foods to cease misrepresenting that any such product is a "health food" because it contains B vitamin or adequate iron content, prevents colds or is as important as milk in the diets of babies.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption herein, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act; and

The respondent and counsel for the Commission have thereafter executed an agreement containing a consent order, an admission by the respondent 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 respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has

*For complaint in this case, see consolidated complaint *In the Matter of Swift & Company*, Docket No. C-1992, 146 herein.

violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in Section 2.34(b) of its rules, the Commission thereby issues its complaint, makes the following jurisdictional findings, and enters the following order.

1. Respondent McCann-Erickson, Inc., 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 485 Lexington Avenue, New York, New York.

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 the respondent McCann-Erickson, Inc., a corporation, and its directors, officers, agents, representatives, employees, successors and assigns, directly, or indirectly, or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of Swift's Strained Meats, Junior Meats, Strained High Meat Dinners, Junior High Meat Dinners, collectively referred to in various promotional materials as Swift's Meats for Babies, or any other food product labeled or advertised specifically as a baby food, in commerce, as "commerce" is defined in the Federal Trade Commission Act, shall forthwith cease and desist from representing, directly or by implication, unless respondent neither knew nor had reason to know the falsity of any such representation, in any advertisements or promotional materials, or on the labeling, that:

(1) Any such product is a "health food" with special and exclusive dietary qualities necessary to promote health; provided that this provision should not deem to prevent a representation that any such product is a healthy food;

(2) Because of its B vitamin content, any such product has a direct, substantial, necessary and essential relationship with strong bones and teeth;

(3) Any such product contains adequate iron, when consumed in normal or average quantities, to meet a baby's minimum daily iron requirements, or to prevent anemia;

(4) Any such product prevents germs and infections from entering the body, prevents colds, or possesses qualities or ingredients that are uniquely effective in promoting a baby's appetite or sleep;

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(5) Any such product is as important as milk in the diets of babies;

(6) Any such product contains 100 percent meat, if water has been added;

(7) Any such product to which water has been added contains as much vitamins, minerals, and proteins as an equivalent quantity of a product which is all meat.

It is further ordered, That respondent McCann-Erickson, Inc., deliver a copy of this order to cease and desist to all present and future personnel of respondent having final and supervisory authority over all advertising copy for any such product and to the corporate officer signing this order and to secure from each of them a signed statement acknowledging receipt by them of a copy of this order.

It is further ordered, That respondent notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent, such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of this order.

It is further ordered, That the respondent herein shall within sixty (60) days after service upon it of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

IN THE MATTER OF

SUNCREST HOUSEHOLD FURNISHINGS, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION AND THE TRUTH IN LENDING ACTS

Docket C-1994. Complaint, Aug. 2, 1971—Decision, Aug. 2, 1971

Consent order requiring a Rochester, N.Y., retail distributor of household furniture and other merchandise to cease violating the Truth in Lending Act by failing to use on its installment contracts the terms "cash downpayment,"