

general sort involved in the offending advertisements. An appropriate order is appended.

IN THE MATTER OF

MOTA-NU, INC., ET AL.

Docket C-2503. Order, Jan. 14, 1975

Denial of corporate respondent's petition to reopen proceedings.

Appearances

For the Commission: *Joseph Hickman.*

For the respondents: *James T. Blanton*, Fort Worth, Tex. and *Stein, Mitchell & Mezines*, Wash., D.C.

ORDER DENYING RESPONDENT'S PETITION TO REOPEN
PROCEEDINGS

After having fully considered the Petition to Reopen Proceedings filed on behalf of respondent corporation MOTA-NU, Inc., and the

³ Consider an advertisement for air conditioners that represented them to be unique because of being painted with red, white, and green stripes. Certainly the consumer would be left thinking that the advertised air conditioner was "unique," but the Commission might be at pains to show that such a claim was material, nor can we imagine a sane advertiser spending money to make it. Uniqueness is obviously both an attribute in itself and one facet of broader categories of product characteristics, such as price, performance, and warranty terms.

Answer filed by the Bureau of Consumer Protection, the Commission has determined that respondent's Petition should be denied.

The Commission finds no changed conditions of fact or law which would justify reopening the order under Rule 3.72(b)(2). The Commission does not find that the change in corporate ownership of MOTA-NU, Inc. justifies reopening at this time. The Commission also finds that the ten individuals who purchased the corporation from its former owner, the individual respondent, knew of the existence of the agreement between the corporation and the Commission's staff before they purchased the corporation. Knowing of the existence of an agreement between the corporation and the Commission's staff, an agreement whose terms the staff of the Commission was precluded, by directive of the Commission, from divulging prior to official Commission action thereon, it was incumbent upon the purchasers to determine from the seller whether those terms might in any way affect their decision to purchase. If the seller failed to disclose the terms of the agreement to the purchasers, or misrepresented them, then that is clearly a matter to be resolved between purchasers and vendor, and does not justify modification of a consent order against the corporation.

Petitioner's other arguments do not demonstrate that the public interest would be served by reopening the order. Accordingly,

It is ordered, That respondent's petition be, and it hereby is, denied.

IN THE MATTER OF

MARTIN INDUSTRIES, INC., ET AL.

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