

IN THE MATTER OF
KIRBY OF NORTH PROVIDENCE, INC., ET AL.

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

Docket C-2590. Decision, Nov. 1, 1974—Modifying Order, Mar. 22, 1976

Order modifying previous order dated Nov. 1, 1974, 40 F.R. 7088, 84 F.T.C. 1218, by substituting, for the notice requirement of Paragraph I (7), the notice required by the Preservation of Consumers' Claims and Defenses Trade Regulation Rule, 16 C.F.R. Part 433, effective May 14, 1976. Unless modified, the respondents would be required to include both disclosure notices on their instruments of indebtedness.

Appearances

For the Commission: *Lois M. Woocher.*

For the respondents: *William C. Hillman, Strauss, Factor, Chernick & Hillman, Providence, R.I.*

ORDER GRANTING PETITION TO REOPEN THE PROCEEDING
AND TO MODIFY THE ORDER

Respondents have petitioned the Commission to reopen the final order in the above-styled matter for the purpose of substituting, for the notice required therein, the notice required by the Preservation of Consumers' Claims and Defenses Trade Regulation Rule, 16 C.F.R. §433, which becomes effective May 14, 1976. Unless modified, respondents' instruments of indebtedness would be required to include both the order notice and the trade regulation rule notice.

The Commission, having considered respondents' petition and complaint counsel's answer, which does not oppose the modification, is of the opinion that the public interest would be best served by granting the petition and modifying the order so that it comports with the notice required by the trade regulation rule. Accordingly,

It is ordered, That Paragraph I(7) of the order entered on November 1, 1974, be, and it hereby is, modified to read as follows:

"7. Failing to include the following statement clearly and conspicuously on the face of any note, contract, or other instrument of indebtedness executed by or on behalf of respondents' customers:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR

Order

87 F.T.C.

WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR
SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER."

• IN THE MATTER OF
STRAWBRIDGE & CLOTHIER

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

Docket C-2812. Complaint, Mar. 22, 1976—Decision, Mar. 22, 1976

Consent order requiring a Philadelphia, Pa., developer of shopping centers and operator of retail department stores and discount outlets, among other things to cease entering into agreements which empower it to control the admission of competing retailers into shopping centers; restrict and control retailers' conduct of sales, use of advertising and other methods of sales promotion; determining particular types or brands of goods and services competing retailers may or may not sell; and determining price or quality ranges within which competing retailers may sell their goods or services.

Appearances

For the Commission: *Richard F. Kelly* and *Gary M. Laden*.

For the respondent: *Benjamin M. Quigg, Jr.*, *Stephen W. Armstrong*, *Morgan, Lewis & Brohius*, Philadelphia, Pa.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act (15 U.S.C. §41, *et seq.*), and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that the corporation named as respondent in the caption hereof, and more particularly designated and described hereinafter, has violated and is now violating the provisions of Section 5 of the Federal Trade Commission Act, as amended, and it appearing to the Commission that a proceeding by it in respect thereof is in the public interest, hereby issues its complaint, stating the following:

PARAGRAPH 1. For the purpose of this complaint the following definitions shall apply:

(a) The term "shopping center" refers to a planned development of retail outlets, managed as a unit in relation to a trade area which the development is intended to serve and containing (1) at least two tenants other than respondent; (2) at least one major tenant; and (3) on-site parking in some definite relationship to the types and sizes of stores in the development.

(b) The term "tenant" includes any occupant or potential occupant of retail space in a shopping center, whether a lessee or owner of such space, but the term does not refer to an occupant of space within the