

IN THE MATTER OF
COLEMAN'S FASHION SHOP, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION AND THE FUR PRODUCTS LABELING ACTS

Docket 7299. Complaint, Nov. 14, 1958—Decision, Mar. 10, 1959

Consent order requiring a furrier in Wellesley, Mass., to cease violating the Fur Products Labeling Act by failing to set forth as required on labels and invoices such terms as "Persian Lamb," "Dyed Mouton-processed Lamb," and "Dyed Broadtail-processed Lamb"; by advertising in newspapers which represented fur products as from a liquidating business and prices as reduced from regular prices which were in fact fictitious; and by failing in other respects to comply with the labeling, invoicing, and advertising requirements, and to keep adequate records as a basis for said pricing claims.

Mr. Alvin D. Edelson supporting the complaint.

Mr. Alan J. Dimond, of Boston, Mass., for respondents.

INITIAL DECISION BY JOHN LEWIS, HEARING EXAMINER

The Federal Trade Commission issued its complaint against the above-named respondents on November 14, 1958, charging them with having violated the Fur Products Labeling Act and the Rules and Regulations issued thereunder, and the Federal Trade Commission Act, through the misbranding of certain fur products and the false and deceptive invoicing and advertising thereof. After being served with said complaint, respondents appeared by counsel and entered into an agreement, dated January 7, 1959, containing a consent order to cease and desist purporting to dispose of all of this proceeding as to all parties. Said agreement, which has been signed by all respondents, by counsel for said respondents, and by counsel supporting the complaint, and approved by the director and assistant director of the Commission's Bureau of Litigation, has been submitted to the above-named hearing examiner for his consideration, in accordance with Section 3.25 of the Commission's Rules of Practice for Adjudicative Proceedings.

Respondents, pursuant to the aforesaid agreement, have admitted all the jurisdictional allegations of the complaint and agreed that the record may be taken as if findings of jurisdictional facts had been duly made in accordance with such allega-

1422

Order

tions. Said agreement further provides that respondents waive any further procedural steps before the hearing examiner and the Commission, the making of findings of fact or conclusions of law and all of the rights they may have to challenge or contest the validity of the order to cease and desist entered in accordance with such agreement. It has been agreed that the order to cease and desist issued in accordance with said agreement shall have the same force and effect as if entered after a full hearing and that the complaint may be used in construing the terms of said order. It has also been agreed that the record herein shall consist solely of the complaint and said agreement, and that said agreement is for settlement purposes only and does not constitute an admission by respondents that they have violated the law as alleged in the complaint.

This proceeding having now come on for final consideration on the complaint and the aforesaid agreement containing consent order, and it appearing that the order provided for in said agreement covers all the allegations of the complaint and provides for an appropriate disposition of this proceeding as to all parties, said agreement is hereby accepted and is ordered filed upon this decision's becoming the decision of the Commission pursuant to Sections 3.21 and 3.25 of the Commission's Rules of Practice for Adjudicative Proceedings, and the hearing examiner, accordingly, makes the following jurisdictional findings and order:

1. Respondent Coleman's Fashion Shop, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York. The address of the corporate respondent is 71 Central Street, Wellesley, Mass.

Individual respondents Robert J. Coleman, Clara A. Coleman and Alfred F. Coleman are officers of the said corporate respondent and each has a business address at the same address as the corporate respondent.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents hereinabove named. The complaint states a cause of action against said respondents under the Fur Products Labeling Act and the Federal Trade Commission Act, and this proceeding is in the interest of the public.

ORDER

It is ordered, That Coleman's Fashion Shop, Inc., a corporation, and its officers, and Robert J. Coleman, Clara A. Coleman

Order

55 F.T.C.

and Alfred F. Coleman, individually and as officers of said corporation, hereinafter referred to as respondents, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising, or offering for sale in commerce, or the transportation or distribution in commerce of fur products, or in connection with the sale, advertising, offering for sale, transportation, or distribution of fur products which are made in whole or in part of fur which has been shipped and received in commerce, as "commerce," "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding fur products by:

1. Failing to affix labels to fur products showing:

(a) The name or names of the animal or animals producing the fur or furs contained in the fur product as set forth in the Fur Products Name Guide and as prescribed under the Rules and Regulations;

(b) That the fur product contains or is composed of used fur, when such is the fact;

(c) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(d) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(e) The name, or other identification issued and registered by the Commission, of one or more persons who manufactured such fur product for introduction into commerce, introduced it into commerce, sold it in commerce, advertised or offered it for sale, in commerce, or transported or distributed it in commerce;

(f) The name or the country of origin of any imported furs contained in a fur product;

(g) The item number or mark assigned to a fur product.

2. Falsely or deceptively labeling or otherwise identifying any such product as to the name or names of the animal or animals that produced the fur from which such product was manufactured.

3. Setting forth on labels affixed to fur products:

(a) Information required under Section 4(2) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder in abbreviated form;

(b) Information required under Section 4(2) of the Fur Prod-

1422

Order

ucts Labeling Act and the Rules and Regulations thereunder, mingled with nonrequired information;

(c) Information required under Section 4(2) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder in handwriting.

4. Failing to set forth required information in the sequence required under Rule 30.

5. Failing to set forth the term "Persian Lamb" in the manner required by Rule 8 of the Regulations.

6. Failing to set forth the term "Dyed Mouton-processed Lamb" in the manner required by Rule 9 of the Regulations.

7. Failing to set forth the term "Dyed Broadtail-processed Lamb" in the manner required by Rule 10 of the Regulations.

8. Affixing to fur products labels that do not comply with the minimum size requirements of one and three-quarter inches by two and three-quarter inches.

9. Failing to set forth separately on labels attached to fur products composed of two or more sections containing different animal furs the information required under Section 4(2) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder with respect to the fur comprising each section.

B. Falsely or deceptively invoicing fur products by:

1. Failing to furnish invoices to purchasers of fur products showing:

(a) The name or names of the animal or animals producing the fur or furs contained in the fur products as set forth in the Fur Products Name Guide and as prescribed under the Rules and Regulations;

(b) That the fur product contains or is composed of used fur when such is the fact;

(c) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(d) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(e) The name and address of the person issuing such invoice;

(f) The name of the country or origin of any imported furs contained in a fur product;

(g) The item number or mark assigned to a fur product.

2. Setting forth information required under Section 5(b)(1)

Decision

55 F.T.C.

of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder in abbreviated form.

3. Failing to set forth the term "Persian Lamb" in the manner required by Rule 8 of the Regulations.

4. Failing to set forth the term "Dyed Mouton-processed Lamb" in the manner required by Rule 9 of the Regulations.

5. Failing to set forth the term "Dyed Broadtail-processed Lamb" in the manner required by Rule 10 of the Regulations.

C. Falsely or deceptively advertising fur products through the use of any advertisement, representation, public announcement, or notice which is intended to aid, promote or assist, directly or indirectly, in the sale, or offering for sale of fur products, and which:

1. Fails to set forth the information required under Section 5(a) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder in type of equal size and conspicuousness and in close proximity with each other.

2. Represents, directly or by implication, that any such products are the stock of a business in a state of liquidation, contrary to fact.

3. Represents, directly or by implication, that the regular or usual price of any fur product is any amount which is in excess of the price at which respondent has usually and customarily sold such products in the recent regular course of business.

D. Making price claims and representations respecting comparative prices, percentage savings claims, prices being reduced from regular or usual prices, and prices being "Many way below cost" unless there are maintained by respondents full and adequate records disclosing the facts upon which such claims and representations are based.

DECISION OF THE COMMISSION AND ORDER TO FILE
REPORT OF COMPLIANCE

Pursuant to Section 3.21 of the Commission's Rules of Practice, the initial decision of the hearing examiner shall, on the 10th day of March 1959, become the decision of the Commission; and, accordingly:

It is 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 the order to cease and desist.

Decision

IN THE MATTER OF
STAZ-SET, INC., ET AL.CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF
THE FEDERAL TRADE COMMISSION ACT

Docket 7302. Complaint, Nov. 14, 1958—Decision, Mar. 10, 1959

Consent order requiring a distributor and its advertising agency in New York City to cease representing falsely in advertising that their drug preparation designated "7 Day Reducer" was safe for use by all obese persons, would cause them to lose weight without dieting and at specific rates per week and per month, and was approved for reducing weight by the U.S. Public Health authorities.

Mr. Berryman Davis for the Commission.
Bass & Friend, of New York, N.Y., for respondents.

INITIAL DECISION BY WILLIAM L. PACK, HEARING EXAMINER

The complaint in this matter charges the respondents with misrepresenting a weight reducing preparation advertised and sold by them. An agreement has now been entered into by respondents and counsel supporting the complaint which provides, among other things, that respondents admit all of the jurisdictional allegations in the complaint; that the record on which the initial decision and the decision of the Commission shall be based shall consist solely of the complaint and agreement; that the inclusion of findings of fact and conclusions of law in the decision disposing of this matter is waived, together with any further procedural steps before the hearing examiner and the Commission; that the order hereinafter set forth may be entered in disposition of the proceeding, such order to have the same force and effect as if entered after a full hearing, respondents specifically waiving any and all rights to challenge or contest the validity of such order; that the order may be altered, modified, or set aside in the manner provided for other orders of the Commission; that the complaint may be used in construing the terms of the order; and that the agreement is for settlement purposes only and does not constitute an admission by respondents that they have violated the law as alleged in the complaint.

The hearing examiner having considered the agreement and proposed order and being of the opinion that they provide an adequate basis for appropriate disposition of the proceeding, the

Order

55 F.T.C.

agreement is hereby accepted, the following jurisdictional findings made, and the following order issued:

1. Respondent Staz-Set, Inc., is a corporation existing and doing business under the laws of the State of New York, with its office and principal place of business located at 42 West 38th Street, New York, N.Y. Respondents David L. Ratke and Herman Liebensohn are officers of respondent Staz-Set, Inc., and the address of said individual respondents is the same as that of the corporate respondent.

Respondent Parker Advertising, Inc., is a corporation existing and doing business under the laws of the State of New York, with its office and principal place of business located at 42 West 38th Street, New York, N.Y.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

It is ordered, That respondents, Staz-Set, Inc., a corporation, and its officers and David L. Ratke, and Herman Liebensohn, individually and as officers of said corporation, and Parker Advertising, Inc., and its officers, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of 7-Day Reducer, or any other preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same name or any other name, do forthwith cease and desist from, directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or indirectly, that:

- (a) The preparation is safe to use by all obese persons;
- (b) Obese persons can lose weight by use of the preparation without dieting, that is while consuming the same kinds and amounts of food they ordinarily consume;
- (c) Any predetermined weight reduction can be achieved by the taking or use of said preparation for a prescribed period of time;
- (d) United States Public Health Authorities approve or en-

1427

Decision

dorse the use of respondents' preparation for the purpose of reducing weight.

2. Disseminating or causing the dissemination of any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said preparation, which advertisement contains any of the representations prohibited in paragraph 1 hereof.

DECISION OF THE COMMISSION AND ORDER TO FILE
REPORT OF COMPLIANCE

Pursuant to Section 3.21 of the Commission's Rules of Practice, the initial decision of the hearing examiner shall, on the 10th day of March 1959, become the decision of the Commission; and, accordingly:

It is ordered, That 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 the order to cease and desist.

IN THE MATTER OF
AMERICAN MOTOR SPECIALTIES CO., INC., ET AL.

ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 2(f) OF THE CLAYTON ACT

Docket 5724. Complaint, Dec. 20, 1949—Decision, Mar. 12, 1959

Order requiring 17 jobbers of automotive parts and supplies and their buying association in the New York City area to cease violating Sec. 2(f) of the Clayton Act by inducing or accepting discriminatory prices from their suppliers, such as rebates up to 19% higher than those received by their competitors; and requiring said jobbers to cease maintaining said buying association as an instrumentality to induce or receive discriminatory prices.

Mr. Eldon P. Schrup for the Commission.

Mr. B. F. Lerch, of New York, N.Y., for respondents.

INITIAL DECISION BY EARL J. KOLB, HEARING EXAMINER

This proceeding is now before the undersigned hearing examiner for final consideration upon the complaint, answer thereto, testimony and other evidence, and proposed findings of fact and conclusions submitted by counsel. The hearing examiner has given consideration to the proposed findings of fact and conclusions submitted by both parties, and all findings of fact and conclusions of law proposed by the parties, respectively, not hereinafter specifically found or concluded are herewith rejected, and the hearing examiner having considered the record herein and being now fully advised in the premises, makes the following findings as to the facts, conclusions drawn therefrom and order:

1. Respondent Metropolitan Automotive Wholesalers Cooperative, Inc., is a membership corporation organized, existing and doing business under and by virtue of the laws of the State of New York with its principal office and place of business located at 11 Park Place, New York, N.Y. At the time of the issuance of the complaint in this proceeding the members of said respondent Metropolitan Automotive Wholesalers Cooperative, Inc., were as follows:

(1) Respondent American Motor Specialties Co., Inc., a New Jersey corporation, with its principal office and place of business located at 53 Lock Street, Newark, N.J.

(2) Respondent Bronx Gear & Bearing Co., Inc., a New York

corporation, with its principal office and place of business located at 221 East 149th Street, New York, N.Y.

(3) Respondent Clinton Square Auto Parts Corp., a New Jersey corporation, with its principal office and place of business located at 22 Elizabeth Avenue, Newark, N.J.

(4) Respondents George Boelger, Mrs. Anna Marian Boelger, Julius N. Cohen, and Mrs. Cherrie Cohen, copartners trading as Eveready Automotive Company, a partnership with their principal office and place of business located at 67 Richmond Avenue, Port Richmond, Long Island, N.Y.

(5) Respondent Green's Auto Gear & Parts Co., Inc., a New York corporation, with its principal office and place of business located at 110 West 145th Street, New York, N.Y.

(6) Respondent Howell Treiber, Inc., a New York corporation, with its principal office and place of business located at 1077 Atlantic Avenue, Brooklyn, N.Y.

(7) Respondent M & G Auto Supplies, Inc., a New Jersey corporation, with its principal office and place of business located at 504 Bergen Avenue, Jersey City, N.J.

(8) Respondent Miller Auto Supply & Equipment Co., Inc., is a New York corporation, with its principal office and place of business located at 205 East 9th Street, New York, N.Y.

(9) Respondent North Shore Auto Parts Co. of Flushing, Inc., is a New York corporation, with its principal office and place of business located at 137-40 Northern Boulevard, Flushing, Long Island, N.Y.

(10) Respondent S & R Auto Parts, Inc., is a New York corporation, with its principal office and place of business located at 28 Seventh Avenue, South, New York, N.Y.

(11) Respondent Sanders & Ruskin, Inc., a New York corporation, with its principal office and place of business located at 412 Lafayette Street, New York, N.Y.

(12) Respondent South Shore Motor Parts Co., Inc., a New York corporation, with its principal office and place of business located at 225 Merrick Road, Lynbrook, Long Island, N.Y.

(13) Respondent Arthur Schwartz, doing business as Cypress Auto Parts Company, with his principal office and place of business located at 70-20 60th Lane, Brooklyn, N.Y.

(14) Respondent A. Jacoby & Sons, Inc., a New York corporation, with its principal office and place of business located at 8620 18th Avenue, Brooklyn, N.Y.

Decision

55 F.T.C.

(15) Respondent K & G Auto Parts, Inc., a New York corporation, with its principal office and place of business located at 397 Empire Boulevard, Brooklyn, N.Y.

(16) Respondent Norwood Distributors, Inc., a New Jersey corporation, with its principal office and place of business located at 624 Broadway, Long Branch, N.J.

(17) Respondents Chester Klein and Mrs. Isabell Klein, co-partners trading as Republic Auto Parts, with their principal office and place of business located at 260 West 52nd Street, New York, N.Y.

2. The above respondents, who have been named as members of Metropolitan Automotive Wholesalers Cooperative, Inc., are independent jobbers dealing principally in automotive parts, accessories and supplies. Since June 19, 1936, said respondent jobbers have been engaged in the purchase and resale of said automotive products in interstate commerce and have been and are now engaged in active and substantial competition with other corporations, partnerships, firms and individuals also engaged in the purchase and resale of such automotive products of like grade and quality in interstate commerce which have been purchased from the same or competitive sellers.

3. Respondent Metropolitan Automotive Wholesalers Cooperative, Inc., was organized by the respondent members on March 30, 1948, and this respondent is, in fact, a successor to respondent Automotive Group Buyers, Inc. Respondent Metropolitan Automotive Wholesalers Cooperative, Inc., took over all assets and contracts and assumed the liabilities of respondent Automotive Group Buyers, Inc., and thereafter the Automotive Group Buyers, Inc., became dormant.

4. Respondent jobbers organized and have maintained, controlled and operated respondent Metropolitan Automotive Wholesalers Cooperative, Inc., and its predecessor, Automotive Group Buyers, Inc., for the purpose of inducing the granting or allowance of lower and more favorable prices by manufacturers and sellers of automotive parts, accessories and supplies. It was the regular procedure for the respondent jobbers, acting through Metropolitan Automotive Wholesalers Cooperative, Inc., and its predecessor, to notify manufacturers and sellers of various lines of automotive parts, accessories and supplies to submit their prices to the executive secretary in charge of operations. If satisfactory arrangements as to price could be made, the matter was then submitted to the purchasing committee for the purpose of

determining suitability and acceptance of the product. Thereafter the members of the group organization would consider the offers and vote to accept or reject the seller's line to the exclusion of the lines of the seller's competitors. This, however, was not a rigid requirement in that the individual members could continue to handle competitive lines which they were already selling or for which they had a preference. In actual practice, most of the members of the group organization sold and distributed the manufacturers' lines accepted by the group.

5. The pricing practices of many of the manufacturers or sellers who entered into contracts with the respondent jobbers as members of Metropolitan Automotive Wholesalers Cooperative, Inc., consisted of the issuance of distributor or jobber price lists which listed the basic prices of the sellers' products. All allowances, discounts, and rebates were off the distributor or jobber price lists. As part of their pricing structure these sellers allowed a retroactive volume rebate based upon the total purchases of the customer during the entire year. For example, one such supplier granted annual volume rebates ranging from 3 percent on a yearly volume of \$1,800 in purchases, to 15 percent on purchases of a yearly volume of \$10,000 or more. In the case of the respondent jobbers, purchasing as members of Metropolitan Automotive Wholesalers Cooperative, Inc., the retroactive annual volume rebate allowed by the suppliers was based not on the total purchases of the individual jobbers, but instead was based on the total purchases of all members of the group organization.

6. The purchasing procedure followed by the respondent jobbers as members of Metropolitan Automotive Wholesalers Cooperative, Inc., provided for the forwarding of purchase orders by the individual respondent jobber member to the seller, either directly or through the group office. Monthly settlements were made between the supplier and the group office for the aggregate purchase orders of all the respondent jobber members so received, and each respondent jobber member also settled monthly with the group office for its individual purchases so made. The annual volume rebate allowed by the seller was based upon the aggregate purchases of the members of the group and was paid to the group office, which in turn distributed such volume rebate, less expenses, to its jobber members in proportion to the amount of such jobber's individual purchases.

7. The annual volume rebates were granted and allowed by the sellers to each individual respondent jobber member on the

basis of the total purchases of all the members of the group, irrespective of whether or not the amount of such individual member's purchases met with the requirements of any particular bracket of the seller's volume rebate schedules as set forth in the seller's contracts. The group buying organizations, Automotive Group Buyers, Inc., and Metropolitan Automotive Wholesalers Cooperative, Inc., were in reality bookkeeping devices for the collection of rebates, discounts and allowances received from sellers for purchases made by their jobber members. Such respondent jobbers in fact purchase their requirements of the seller's products direct from the seller and at the same time receive a more favorable price or a higher rebate based upon the combined purchases of all the members.

8. The purpose of the respondent jobbers in organizing and maintaining respondents Automotive Group Buyers, Inc., and Metropolitan Automotive Wholesalers Cooperative, Inc., was to obtain a price lower than a jobber respondent could obtain on the amount of his purchases if made as a nonmember of the group. The jobber respondents knew that the net prices obtained through the use of the group buying device were not based upon the quantities or other factors involved in any particular sale, but rather upon the combined dollar amount of all sales to them as purchasers, and bear relation to factors other than actual costs of production or delivery. The method of purchase was substantially the same as if the jobber member had been operating individually instead of as a group member. The deliveries by the seller were made direct to the respondent jobber in the same manner as deliveries would have been made had respondent jobber been a purchaser independent of any group organization. Respondent jobbers further knew that they were getting a lower price through the means of the group organization than was obtained by jobbers competing with them in the resale of the supplier's products in the same marketing area where such competitors were not members of a buying group.

9. Illustrative of the monetary benefits derived by respondent jobbers as members of the group buying organization as opposed to those individual purchasers buying without the benefit of such group consolidation of purchases and as opposed to what the respondent jobber would have paid had it been operating without the benefit of group consolidation of purchases are the following tabulations taken from Commission Exhibits 1, 194 and 195; and tabulations taken from Commission Exhibits 2 and 276 B-C:

Decision

RESPONDENT JOBBERS' "GROUP-BUYING" METHOD OF PURCHASING¹

Manufacturer's published discount schedule to trade	Member-jobbers						Actual price difference
	1	2	3	4	5	6	
Net purchases	Retrospective rebate	Manufacturer's schedule discount rate applicable	Manufacturer's schedule discount amount due	Manufacturer's "group" discount rate	Manufacturer's "group" discount amount paid		
	Percent	Percent		Percent			
Under \$1,800	None	None		19.99	\$29.26	\$29.26	\$29.26
\$1,800 - \$2,400	3	None	\$146.49	20.02	231.15	231.15	231.15
\$2,400 - \$3,600	5	None	1,254.31	20.00	394.84	394.84	394.84
\$3,600 - \$5,000	7	9	1,974.23	20.53	1,093.82	1,093.82	387.98
\$5,000 - \$6,500	9	9	5,182.64	19.93	1,031.77	1,031.77	569.73
\$6,500 - \$8,000	11	15	5,178.18	20.00	2,740.29	2,740.29	689.07
\$8,000 - \$10,000	13	None	13,701.48	20.02	305.06	305.06	305.06
	15	None	1,533.70	20.00	445.72	445.72	378.86
		None	2,228.55	19.79	379.30	379.30	321.80
		None	1,916.77	20.00	2,081.17	2,081.17	520.04
Over \$10,000		None	10,407.50	20.00	15.36	15.36	15.36
Totals			\$43,590.65		\$8,737.78	\$8,737.78	\$4,005.32

¹ Compiled from Commission Exhibit No. 1, showing actual purchases from Exhibit Nos. 194 and 195, being the applicable Standard Motor Products, Inc. Standard Motor Products, Inc. during 1949 and comparison with Commission rebate contract and endorsement.

