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## Complaint

lieu thereof, upon or in connection with any sale of citrus fruit, citrus juice, or fruit products to such buyer for his own account.

## 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 19th day of May, 1961, 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.

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IN THE MATTER OF  
NEWBERN GROVES, INC.

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

*Docket 8016. Complaint, June 27, 1960—Decision, May 19, 1961*

Consent order requiring a Tampa, Fla., packer of citrus fruit to cease violating Sec. 2(c) of the Clayton Act by paying brokerage, or its equivalent, to customers making purchases for their own accounts for resale.

## COMPLAINT

The Federal Trade Commission, having reason to believe that the party named in the caption hereof, and hereinafter more particularly described, has been and is now violating the provisions of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Newbern Groves, Inc., hereinafter sometimes referred to as respondent or respondent Newbern, is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Florida, with its office and principal place of business located at Tampa, Florida, with mailing address as Post Office Box 9157, Tampa 4, Florida.

PAR. 2. Respondent is now, and for the past several years has been, engaged in the business of packing, selling and distributing citrus fruit, such as oranges, tangerines and grapefruit, as well as other fruit products, all of which are hereinafter referred to as citrus fruit or fruit products. Respondent sells and distributes its citrus fruit through brokers, as well as direct, to customers located

in many sections of the United States. Where brokers are utilized in making sales for it, respondent pays them for their services a brokerage or commission, usually at the rate of 10 cents per 1 $\frac{3}{4}$  bushel box, or equivalent. Respondent's annual volume of business in the sale and distribution of citrus fruit is substantial.

PAR. 3. In the course and conduct of its business over the past several years, respondent has sold and distributed, and is now selling and distributing, its citrus fruit in commerce, as "commerce" is defined in the aforesaid Clayton Act, as amended, to buyers located in the several states of the United States other than the State of Florida in which respondent is located. Respondent transports or causes such citrus fruit, when sold, to be transported from its place of business or packing plant in the State of Florida or from other places within the State, to such buyers or to the buyers' customers located in various other states of the United States. In many instances respondent sells to brokers or buyers located in the State of Florida, but ships, or causes the citrus fruit to be shipped, to the buyers' customers located outside of said State. Thus there has been at all times mentioned herein a continuous course of trade in commerce in said citrus fruit and fruit products across state lines, between said respondent and the respective buyers of such fruit, or the buyers' customers.

PAR. 4. In the course and conduct of its business as aforesaid, respondent has been and is now making numerous and substantial sales of citrus fruit to some, but not all, of its brokers and direct buyers purchasing for their own account for resale, and on a large number of these sales respondent paid, granted or allowed, and is now paying, granting or allowing to these brokers and direct buyers on their own purchases, a commission, brokerage or other compensation, or an allowance or discount in lieu thereof, in connection therewith.

PAR. 5. The acts and practices of respondent in paying, granting or allowing a brokerage or commission, or an allowance or discount in lieu thereof, to buyers on their own purchases, as hereinabove alleged and described, are in violation of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13).

*Mr. Cecil G. Miles* and *Mr. Ernest G. Barnes* for the Commission.  
*Johnson & Johnson*, by *Mr. Counts Johnson*, of Tampa, Fla., for respondent.

INITIAL DECISION BY ABNER E. LIPSCOMB, HEARING EXAMINER

The complaint herein was issued on June 27, 1960, charging Respondent with violation of §2(c) of the Clayton Act, as amended, by

paying, granting, or allowing commission, brokerage, compensation, or an allowance or discount in lieu thereof, to certain of its brokers and direct buyers, on purchases for their own account for resale.

Thereafter, on December 9, 1960, Respondent, its counsel, and counsel supporting the complaint herein entered into an Agreement Containing Consent Order To Cease And Desist, which was approved by the Director and Associate Director of the Commission's Bureau of Litigation, and thereafter, on January 4, 1961, submitted to the Hearing Examiner for consideration. Attached to and made a part of the agreement is a stipulation entered into by the same parties for the purpose of making clear beyond any possible doubt the intent of the complaint and of the proposed order to cease and desist.

The agreement identifies Respondent Newbern Groves, Inc. as a Florida corporation, with its office and principal place of business located in Tampa, Florida, with mailing address as Post Office Box 9157, Tampa 4, Florida.

Respondent admits all the jurisdictional facts alleged in the complaint, and agrees that the record may be taken as if findings of jurisdictional facts had been duly made in accordance with such allegations.

Respondent waives any further procedure before the Hearing Examiner and the Commission; the making of findings of fact and conclusions of law; and all of the rights it may have to challenge or contest the validity of the order to cease and desist entered in accordance with the agreement. All parties agree that the record on which the initial decision and the decision of the Commission shall be based shall consist solely of the complaint and the agreement; that the order to cease and desist, as contained in the agreement, when it shall have become a part of the decision of the Commission, shall have the same force and effect as if entered after a full hearing, and may be altered, modified or set aside in the manner provided for other orders; that the complaint herein may be used in construing the terms of said order; and that the agreement is for settlement purposes only and does not constitute an admission by Respondent that it has violated the law as alleged in the complaint.

After consideration of the allegations of the complaint, and the provisions of the agreement and the proposed order, the Hearing Examiner is of the opinion that such order constitutes a satisfactory disposition of this proceeding. Accordingly, in consonance with the terms of the aforesaid agreement, the Hearing Examiner accepts the Agreement Containing Consent Order To Cease And Desist; finds that the Commission has jurisdiction over the Respond-

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ent and over its acts and practices as alleged in the complaint; and finds that this proceeding is in the public interest. Therefore,

*It is ordered,* That the Respondent Newbern Groves, Inc., a corporation, and its officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the sale of citrus fruit or fruit products in commerce, as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Paying, granting, or allowing, directly or indirectly, to any buyer or to anyone acting for or in behalf of, or who is subject to the direct or indirect control of such buyer, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon or in connection with the sale of citrus fruit or fruit products to such buyer for his own account.

**DECISION OF THE COMMISSION AND ORDER TO FILE REPORT OF COMPLIANCE**

The Commission having now determined that the hearing examiner's initial decision, filed January 17, 1961, is adequate and appropriate to dispose of this proceeding:

*It is ordered,* That said decision be, and it hereby is, adopted as the decision of the Commission.

*It is further ordered,* That the respondent 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 the order to cease and desist contained in the aforesaid initial decision.

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IN THE MATTER OF

WAVERLY GROWERS COOPERATIVE, INC.

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

*Docket 8017. Complaint, June 27, 1960—Decision, May 19, 1961*

Consent order requiring a citrus fruit packer in Waverly, Fla., to cease violating Sec. 2(c) of the Clayton Act by paying brokerage, or its equivalent, to customers making purchases for their own accounts for resale.

COMPLAINT

The Federal Trade Commission, having reason to believe that the party named in the caption hereof, and hereinafter more particularly described, has been and is now violating the provisions of

subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Waverly Growers Cooperative, Inc., hereinafter sometimes referred to as respondent or respondent Waverly, is an agricultural cooperative corporation organized, existing, and doing business under and by virtue of the laws of the State of Florida, with its office and principal place of business located at Waverly, Florida.

PAR. 2. Respondent Waverly is now, and for the past several years has been, engaged in business as a cooperative, representing approximately 250 member growers or packers in the sale and distribution of citrus fruit, such as oranges, tangerines, and grapefruit, as well as other fruit products, all of which are hereinafter sometimes referred to as citrus fruit. Respondent's principal activities are concerned with packing, selling, and distributing the citrus fruit produced by its members. It sells and distributes this citrus fruit through brokers, as well as direct, to customers located in many sections of the United States. When brokers are utilized in making sales for it, respondent pays them for their services a brokerage or commission, usually at the rate of 10 cents per  $1\frac{3}{5}$  bushel box, or equivalent. Respondent's annual volume of business in the sale and distribution of citrus fruit is substantial.

PAR. 3. In the course and conduct of its business over the past several years, respondent has sold and distributed, and is now selling and distributing, citrus fruit in commerce, as "commerce" is defined in the aforesaid Clayton Act, as amended, to buyers located in the several states of the United States other than the State of Florida in which respondent is located. Respondent transports or causes such citrus fruit, when sold, to be transported from its place of business or packing plants in the State of Florida, or the places of business or the packing plants of its members located in said state, to such buyers or to the buyers' customers located in various other states of the United States. In many instances respondent sells to brokers or buyers located in the State of Florida, but ships or causes the citrus fruit to be shipped to the buyers' customers located outside of said state. Thus, there has been, at all times mentioned herein, a continuous course of trade in commerce in said citrus fruit across state lines between respondent and the respective buyers of such fruit, or the buyers' customers.

PAR. 4. In the course and conduct of its business as aforesaid, respondent has been and is now making numerous and substantial sales of citrus fruit to some, but not all, of its brokers and direct

buyers purchasing for their own account for resale, and on a large number of these sales respondent paid, granted, or allowed, and is now paying, granting, or allowing, to these brokers and direct buyers on their own purchases, a commission, brokerage, or other compensation, or an allowance or discount in lieu thereof, in connection therewith.

**PAR. 5.** The acts and practices of respondent in paying, granting, or allowing a brokerage or commission, or an allowance or discount in lieu thereof, to buyers on their own purchases, as hereinabove alleged and described, are in violation of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13).

*Mr. Cecil G. Miles and Mr. Ernest G. Barnes* for the Commission.  
*Johnson & Johnson*, by *Mr. Counts Johnson*, of Tampa, Fla., for respondent.

INITIAL DECISION BY ABNER E. LIPSCOMB, HEARING EXAMINER

The complaint herein was issued on June 27, 1960, charging Respondent with violation of §2(c) of the Clayton Act, as amended, by paying, granting, or allowing commission, brokerage, compensation, or an allowance or discount in lieu thereof, to certain of its brokers and direct buyers, on purchases for their own account for resale.

Thereafter, on December 23, 1960, Respondent, its counsel, and counsel supporting the complaint herein entered into an Agreement Containing Consent Order To Cease And Desist, which was approved by the Director and Associate Director of the Commission's Bureau of Litigation, and thereafter, on January 6, 1961, submitted to the Hearing Examiner for consideration. Attached to and made a part of the agreement is a stipulation entered into by the same parties for the purpose of making clear beyond any possible doubt the intent of the complaint and of the proposed order to cease and desist.

The agreement identifies Respondent Waverly Growers Cooperative, Inc. as a Florida corporation, with its office and principal place of business located in Waverly, Florida.

Respondent admits all the jurisdictional facts alleged in the complaint, and agrees that the record may be taken as if findings of jurisdictional facts had been duly made in accordance with such allegations.

Respondent waives any further procedure before the Hearing Examiner and the Commission; the making of findings of fact and

conclusions of law; and all of the rights it may have to challenge or contest the validity of the order to cease and desist entered in accordance with the agreement. All parties agree that the record on which the initial decision and the decision of the Commission shall be based shall consist solely of the complaint and the agreement; that the order to cease and desist, as contained in the agreement, when it shall have become a part of the decision of the Commission, shall have the same force and effect as if entered after a full hearing, and may be altered, modified or set aside in the manner provided for other orders; that the complaint herein may be used in construing the terms of said order; and that the agreement is for settlement purposes only and does not constitute an admission by Respondent that it has violated the law as alleged in the complaint.

After consideration of the allegations of the complaint, and the provisions of the agreement and the proposed order, the Hearing Examiner is of the opinion that such order constitutes a satisfactory disposition of this proceeding. Accordingly, in consonance with the terms of the aforesaid agreement, the Hearing Examiner accepts the Agreement Containing Consent Order To Cease And Desist; finds that the Commission has jurisdiction over the Respondent and over its acts and practices as alleged in the complaint; and finds that this proceeding is in the public interest. Therefore,

*It is ordered,* That the Respondent, Waverly Growers Cooperative, Inc., a corporation, and its officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the sale of citrus fruit or fruit products in commerce, as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Paying, granting or allowing, directly or indirectly, to any buyer or to anyone acting for or in behalf of, or who is subject to the direct or indirect control of such buyer, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon or in connection with the sale of citrus fruit or fruit products to such buyer for his own account.

#### DECISION OF THE COMMISSION AND ORDER TO FILE REPORT OF COMPLIANCE

The Commission having now determined that the hearing examiner's initial decision, filed January 17, 1961, is adequate and appropriate to dispose of this proceeding:

*It is ordered,* That said decision be, and it hereby is, adopted as the decision of the Commission.

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*It is further ordered,* That the respondent 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 the order to cease and desist contained in the aforesaid initial decision.

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IN THE MATTER OF

## ROPER GROWERS COOPERATIVE

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

*Docket 8018. Complaint, June 27, 1960—Decision, May 19, 1961*

Consent order requiring a packer of citrus fruit in Winter Garden, Fla., to cease violating Sec. 2(c) of the Clayton Act by paying brokerage, or its equivalent, to customers making purchases for their own accounts for resale.

## COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly described, has been and is now violating the provisions of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Roper Growers Corporation is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Florida, with its office and principal place of business located at Winter Garden, Florida, with mailing address as Post Office Box 218, Winter Garden, Florida.

PAR. 2. Respondent is now and for the past several years has been engaged in the business of packing, selling, and distributing citrus fruit, such as oranges, tangerines, and grapefruit, all of which are hereinafter sometimes referred to as citrus fruit or fruit products. Respondent sells and distributes its citrus fruit through brokers, as well as direct, to customers located in many sections of the United States. When brokers are utilized in making sales for it, the respondent pays them for their services a brokerage or commission, usually at the rate of 10 cents per 1 $\frac{3}{4}$  bushel box. Respondent's annual volume of business in the sale and distribution of citrus fruit is substantial.

PAR. 3. In the course and conduct of its business over the past several years, respondent has sold and distributed and is now selling



and distributing its citrus fruit in commerce, as "commerce" is defined in the aforesaid Clayton Act, as amended, to buyers located in the several states of the United States other than the State of Florida in which respondent is located. Respondent transports or causes such citrus fruit, when sold, to be transported from its place of business or packing plant in the State of Florida, or from other places within the state, to such buyers or to the buyers' customers located in various other states of the United States. In many instances respondent sells to brokers or buyers located in the State of Florida, but ships or causes the citrus fruit or fruit products to be shipped to the buyers' customers located outside of said state. Thus, there has been at all times mentioned herein a continuous course of trade in commerce in said citrus fruit across state lines between said respondent and the respective buyers of such fruit.

PAR. 4. In the course and conduct of its business as aforesaid for the past several years, but more particularly since January 1, 1959, respondent has been and is now making numerous and substantial sales of citrus fruit to some, but not all, of its brokers and direct buyers purchasing for their own account for resale, and on a large number of these sales respondent paid, granted, or allowed, and is now paying, granting, or allowing, to these brokers and direct buyers on their purchases, a commission, brokerage, or other compensation, or an allowance or discount in lieu thereof, in connection therewith.

PAR. 5. The acts and practices of respondent in paying, granting, or allowing a brokerage or commission or a discount or an allowance in lieu thereof, to buyers on purchases for their own account, as hereinabove alleged and described, are in violation of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13).

*Mr. Cecil G. Miles and Mr. Ernest G. Barnes* for the Commission.  
No appearance for respondent.

INITIAL DECISION BY WILLIAM L. PACK, HEARING EXAMINER

The complaint in this matter, issued June 27, 1960, charges the respondent with violation of Section 2(c) of the Clayton Act, as amended, in connection with the sale and distribution of citrus fruit, citrus juices and other food products. An agreement has now been entered into by respondent and counsel supporting the

complaint which provides, among other things, that respondent admits 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, respondent 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 respondent that it has 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 agreement is hereby accepted, the following jurisdictional findings made, and the following order issued:

1. Respondent Roper Growers Cooperative (erroneously referred to in the complaint as Roper Growers Corporation) is a Florida corporation with its office and principal place of business located at Winter Garden, Florida.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent.

#### ORDER

*It is ordered*, That the respondent, Roper Growers Cooperative, a corporation, and its officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the sale of citrus fruit or fruit products, in commerce, as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Paying, granting, or allowing, directly or indirectly, to any buyer, or to anyone acting for or in behalf of or who is subject to the direct or indirect control of such buyer, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon or in connection with any sale of citrus fruit or fruit products to such buyer for his own account.

## 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 19th day of May 1961, become the decision of the Commission; and, accordingly:

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

## IN THE MATTER OF

## NEVINS FRUIT COMPANY, INC., ET AL.

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

*Docket 8019. Complaint, June 27, 1960—Decision, May 19, 1961*

Consent order requiring citrus fruit packers in Titusville, Fla., to cease violating Sec. 2(c) of the Clayton Act by paying brokerage, or its equivalent, to customers making purchases for their own accounts for resale.

## COMPLAINT

The Federal Trade Commission, having reason to believe that the parties respondent named in the caption hereof, and hereinafter more particularly described, have been and are now violating the provisions of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Nevins Fruit Company, Inc. is a 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 Titusville, Florida, with mailing address as Post Office Box "L", Titusville, Florida. Respondent Nevins Fruit Company, Inc. owns fifty percent of the stock of respondent Nevins-Ideal, Inc., and directs and supervises its operations, and handles the sales of fresh citrus fruit of both corporations.

Respondent Nevins-Ideal, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the State of Florida, with its principal office and place of business

located in Titusville, Florida, with mailing address as Post Office Box "L", Titusville, Florida.

Both corporations are hereinafter referred to jointly as respondents.

PAR. 2. Respondents are now, and for the past several years have been, engaged in the business of packing, selling and distributing citrus fruit, such as oranges, tangerines and grapefruit, all of which are hereinafter sometimes referred to as citrus fruit or fruit products. Respondents sell and distribute their citrus fruit through brokers, as well as direct, to customers located in many sections of the United States. When brokers are utilized in making sales for them, respondents pay them for their services a brokerage or commission, usually at the rate of 10 cents per 1 $\frac{3}{8}$  bushel box, or equivalent. Respondents' annual volume of business in the sale and distribution of citrus fruit is substantial.

PAR. 3. In the course and conduct of their business over the past several years, respondents have sold and distributed, and are now selling and distributing, their citrus fruit in commerce, as "commerce" is defined in the aforesaid Clayton Act, as amended, to buyers located in the several States of the United States other than the State of Florida in which respondents are located. Respondents transport or cause such citrus fruit, when sold, to be transported from their place of business or packing plant in the State of Florida, or from other places within the state, to such buyers or the buyers' customers located in various other States of the United States. Thus, there has been, at all times mentioned herein, a continuous course of trade in commerce in said citrus fruit across state lines between said respondents and the respective buyers of such fruit.

PAR. 4. In the course and conduct of their business, as aforesaid, for the past several years, but more particularly since January 1, 1959, respondents have been and are now making numerous and substantial sales of citrus fruit to some, but not all, of their brokers and direct buyers purchasing for their own account for resale, and on a large number of these sales respondents paid, granted or allowed, and are now paying, granting or allowing, to these brokers and direct buyers on their own purchases, a commission, brokerage or other compensation, or an allowance or discount in lieu thereof, in connection therewith.

PAR. 5. The acts and practices of respondents in paying, granting or allowing a brokerage or commission, or a discount or an allow-

ance in lieu thereof, to buyers on purchases for their own account, as hereinabove alleged and described, are in violation of subsection (c) of Section 2 of the Clayton Act, as amended (U.S.C. Title 15, Section 13).

*Mr. Cecil G. Miles* and *Mr. Ernest G. Barnes* for the Commission.  
*Johnson & Johnson*, by *Mr. Counts Johnson*, of Tampa, Fla., for respondents.

INITIAL DECISION BY WILLIAM L. PACK, HEARING EXAMINER

The complaint in this matter charges the respondents with violation of Section 2(c) of the Clayton Act, as amended. An agreement for disposition of the proceeding by means of a consent order has now been executed by respondents and their counsel and counsel supporting the complaint and submitted to the hearing examiner for his consideration. Attached to and made a part of the agreement is a stipulation entered into by the same parties for the purpose of making clear the intent of the complaint and of the proposed order to cease and desist. The word "agreement" as used herein-after will include the stipulation.

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

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

1. Respondent Nevins Fruit Company, Inc. is a corporation existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located in the City of Titusville, State of Florida, with mailing address as Post Office Box "L", Titusville, Florida.

Respondent Nevins-Ideal, Inc. is a corporation existing and doing business under and by virtue of the laws of the State of Florida, with its office and principal place of business located in the City of Titusville, State of Florida, with mailing address as Post Office Box "L", Titusville, Florida.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents.

## ORDER

*It is ordered*, That the respondents Nevins Fruit Company, Inc., a corporation, and Nevins-Ideal, Inc., a corporation, and respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the sale of citrus fruit or fruit products in commerce, as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Paying, granting or allowing, directly or indirectly, to any buyer or to anyone acting for or in behalf of, or who is subject to the direct or indirect control of such buyer, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon or in connection with any sale of citrus fruit or fruit products to such buyer for his own account.

## DECISION OF THE COMMISSION AND ORDER TO FILE REPORT OF COMPLIANCE

The Commission having now determined that the hearing examiner's initial decision, filed January 18, 1961, is adequate and appropriate to dispose of this proceeding:

*It is ordered*, That said decision be, and it hereby is, adopted as the decision of the Commission.

*It is further ordered*, That the respondents 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 contained in the aforesaid initial decision.

