12. Respondents' agents, representatives or employees are bonded for the protection of the purchaser.

B. Falsely representing, in any manner, that savings are available to purchasers or prospective purchasers of respondents' products or services; or misrepresenting, in any manner, the amount of savings available to purchasers or prospective purchasers of respondents' products or services.

C. Using the words "Advertisers Agency" or any other word or words of similar import or meaning as part of respondents' trade name or corporate name; or representing, directly or by implication, that respondents are engaged in the advertising business; or misrepresenting, in any manner, the nature or status of respondents' business.

D. Representing, directly or by implication, that letters, forms or other communications originated by respondents are sent by an Attorney at Law; or misrepresenting, in any manner, the source or the originator of any letters, forms or other communications.

E. Representing, directly or by implication, that legal action is about to be taken or has been taken to enforce payment of delinquent accounts: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that steps had been in fact taken to institute such action at the time of the notice to the delinquent debtor.

F. Failing to deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of respondents' products or services, and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

It is further 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 this order.

IN THE MATTER OF

STEINER & STEIN FUR CO. ET AL.

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

Docket C-1408. Complaint, Aug. 19, 1968—Decision, Aug. 19, 1968

Consent order requiring a New York City manufacturing furrier to cease misbranding and falsely invoicing its fur products.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and the Fur Products Labeling Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Steiner & Stein Fur Co., a partnership, and Leo Steiner and Paul Stein, individually and as copartners trading as Steiner & Stein Fur Co., hereinafter referred to as respondents, have violated the provisions of said Acts and the Rules and Regulations promulgated under the Fur Products Labeling Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Steiner & Stein Fur Co. is a partnership existing and doing business under the laws of the State of New York.

Respondents Leo Steiner and Paul Stein are individual copartners trading as Steiner & Stein Fur Co.

Respondents are manufacturers of fur products with their office and principal place of business located at 224 West 30th Street, New York, New York.

PAR. 2. Respondents are now and for some time last past have been engaged in the introduction into commerce, and in the manufacture for introduction into commerce, and in the sale, advertising, and offering for sale in commerce, and in the transportation and distribution in commerce, of fur products; and have manufactured for sale, sold, advertised, offered for sale, transported and distributed fur products which have been made in whole or in part of furs which have been shipped and received in commerce, as the terms "commerce," "fur" and "fur product" are defined in the Fur Products Labeling Act.

PAR. 3. Certain of said fur products were misbranded in that they were falsely and deceptively labeled to show that fur contained therein was natural, when in fact such fur was pointed, bleached, dyed, tip-dyed, or otherwise artificially colored, in violation of Section 4(1) of the Fur Products Labeling Act.

PAR. 4. Certain of said fur products were misbranded in that they were not labeled as required under the provisions of Section 4(2) of the Fur Products Labeling Act and in the manner and form prescribed by the Rules and Regulations promulgated thereunder.

Among such misbranded fur products, but not limited thereto, were fur products with labels which failed to disclose that the fur contained in the fur products was bleached, dyed, or otherwise artificially colored, when such was the fact.

PAR. 5. Certain of said fur products were falsely and deceptively invoiced by the respondents in that they were not invoiced as required by Section 5(b) (1) of the Fur Products Labeling Act and the Rules and Regulations promulgated under such Act.

Among such falsely and deceptively invoiced fur products, but not limited thereto, were fur products covered by invoices which failed to disclose that the fur contained in the fur products was bleached, dyed, or otherwise artificially colored, when such was the fact.

PAR. 6. Certain of said fur products were falsely and deceptively invoiced in that said fur products were invoiced to show that the fur contained therein was natural, when in fact such fur was pointed, bleached, dyed, tip-dyed or otherwise artificially colored, in violation of Section 5(b) (2) of the Fur Products Labeling Act.

PAR. 7. The aforesaid acts and practices of respondents, as herein alleged, are in violation of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder and constitute unfair methods of competition and unfair and deceptive acts and practices in commerce under the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Textiles and Furs proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act and the Fur Products Labeling Act; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents 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 respondents 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 respondents have violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent 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 § 2.34 (b) of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Steiner & Stein Fur Co. is a partnership existing and doing business under the laws of the State of New York, with its office and principal place of business located at 224 West 30th Street, city of New York, State of New York.

Respondents Leo Steiner and Paul Stein are individual copartners trading as Steiner & Stein Fur Co. and their address is the same as that of said partnership.

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 Steiner & Stein Fur Co., a partnership, trading under its own name, or any other name, and Leo Steiner and Paul Stein, individually and as copartners trading as Steiner & Stein Fur Co., and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, as the terms "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. Representing, directly or by implication, on labels that the fur contained in any fur product is natural when the fur contained therein is pointed, bleached, dyed, tip–dyed, or otherwise artificially colored.

2. Failing to affix labels to fur products showing in

words and in figures plainly legible all of the information required to be disclosed by each of the subsections of Section 4(2) of the Fur Products Labeling Act.

B. Falsely or deceptively invoicing fur products by:

1. Failing to furnish invoices, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of Section 5 (b) (1) of the Fur Products Labeling Act.

2. Representing, directly or by implication, on invoices that the fur contained in the fur products is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

It is further 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 this order.

IN THE MATTER OF

VULCAN MATERIALS COMPANY

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF SEC. 7 OF THE CLAYTON ACT AND THE FEDERAL TRADE COMMISSION ACT

Docket C-1409. Complaint, Aug. 22, 1968—Decision, Aug. 22, 1968

Consent order requiring a Birmingham, Ala., processor and seller of construction aggregates and ready-mixed concrete to divest itself of one of two quarry and ready-mix concrete plants in the Chicago, Ill., area and refrain from acquiring any such plant in the States of Wisconsin, Illinois or Indiana for a period of 10 years.

COMPLAINT

The Federal Trade Commission, having reason to believe that the above-named respondent has violated Section 7 of the Clayton Act, as amended, 15 U.S.C. Section 18, and Section 5 of the Federal Trade Commission Act, 15 U.S.C. Section 45, by virtue of its acquisition of the assets of Dolese & Shepard Co., and that a proceeding by it in respect thereof would be in the public interest, hereby issues this Complaint, stating its charges as follows:

I

Definitions

1. For the purpose of this Complaint, the following definitions, which are based upon the definitions of the American Society For Testing And Materials, shall apply:

(a) "Construction aggregates" are inert materials, particles or grains in prescribed graduation or size range, such as sand, gravel, crushed stone and blast furnace slag, which when bound together into a conglomerated mass by a matrix forms concretes, mastic, mortar or plaster.

(i) "Sand" is granular material passing the 3/8 inch sieve and almost entirely passing the No. 4 (4.76 mm) sieve and predominantly retained on the No. 200 (74 micron) sieve, and resulting from natural disintegration and abrasion of rock or processing of completely friable sandstone.

(ii) "Gravel" is granular material predominantly retained on the No. 4 (4.76 mm) sieve and resulting from natural disintegration and abrasion of rock or processing of weakly bound conglomerate.

(iii) "Crushed stone" is the product resulting from the artificial crushing of rocks, boulders or large cobblestones, substantially all faces of which have resulted from the crushing operation.

(iv) "Blast furnace slag" is the nonmetallic product, consisting essentially of silicates and aluminosilicates of lime and of other bases, which is developed simultaneously with iron in a blast furnace.

(b) "Portland cement" includes Types I through V of portland cement as specified by the American Society For Testing And Materials. Neither masonry nor white cement is included.

(c) "Ready-mixed concrete" includes all portland cement concrete which is manufactured and delivered to a purchaser in a plastic and unhardened state. Ready-mixed concrete includes central-mixed concrete, shrink-mixed concrete and transit-mixed concrete.

II

Vulcan Materials Company

2. Respondent, Vulcan Materials Company ("Vulcan") is a corporation organized and existing under the laws of the State of New Jersey. Its office and principal place of business is located at One Office Park, Birmingham, Alabama.

3. Vulcan is a miner, manufacturer, processor and seller of

construction aggregates, ready-mixed concrete, concrete products, chemicals and metallics. In 1966 Vulcan had net sales of $154,637,717, total assets of $120,783,489, and net income of $11,954,846. In the year ending December 31, 1966, Vulcan's sales of aggregates totalled $60,179,000 or 38.9% of total net sales. Its sales of concrete products totalled $37,797,000 or 24.5% of total net sales. Sales of other construction materials totalled $11,605,000 or 7.5% of total net sales and sales of chemicals and metallics totalled $45,057,000 or 29.1% of total net sales.

4. Vulcan Materials Company was incorporated on September 24, 1956, as a wholly owned subsidiary of Birmingham Slag Company ("Birmingham") and on September 29, 1956, the two companies were merged. The principal business of Birmingham and its subsidiaries was the production and sale of construction aggregates and other construction or paving materials in which such aggregates are the principal ingredients. On December 31, 1956, Vulcan merged with the Vulcan Detinning Company, which had been engaged since 1902 in the separation, recovery and sale of steel scrap and tin from tin-plate scrap, forming the basis of the present corporation.

5. On December 31, 1957, Vulcan merged with Union Chemical & Materials Corp. ("Union"), and Lambert Bros., Inc., and concurrently acquired seven other partially interrelated corporations: Wesco Materials, Inc., Wesco Contracting Company, Asphalt Paving Materials Company, Brooks Sand and Gravel Company, Tennessee Equipment Company, Chattanooga Rock Products Company and Rockwood Slag Products, Inc. The business of Union fell into two main categories, an aggregate and ready-mix concrete business and a chemical business. The principal business of all the remaining corporations was the production and sale of commercial aggregates and other products used (1) in conjunction with aggregates or of which aggregates were a principal ingredient, or (2) in highway and other construction work relating to the use of such products.

6. Between October 31, 1958, and July 1, 1966, Vulcan acquired a total of twenty-five (25) businesses for (1) total cash considerations of approximately $12,084,715 plus, in some instances, the cost of inventories and other current assets, (2) a total stock consideration of 561,460 shares of common stock, valued at $9,531,070 (based on closing quotes on the dates of acquisition) and (3) 10,000 shares of 6¼% preferred stock, valued at $1,020,000 (based on closing quote the date of acquisition). Of these 25 businesses, one was in the detinning business;

one was in the chemical business; one, which was subsequently sold, was in the metal sign and stamping business; three were in the heavy construction business, and all three of these were liquidated; and nineteen, of which five were subsequently sold, were in the aggregates business or the concrete products business (such as concrete pipe, concrete block and ready-mixed concrete operations).

7. At all times relevant herein, Vulcan bought, sold and shipped products in interstate commerce; hence, Vulcan was, and is engaged in commerce as "commerce" is defined in the Federal Trade Commisson and Clayton Acts.

III

Dolese & Shepard

8. Dolese & Shepard Co. ("Dolese"), was a corporation organized and existing under the laws of the State of Illinois. Its office and principal place of business was located at Hodgkins, Illinois.

9. Dolese was established in 1868 and incorporated in 1894. Dolese's principal business consisted of the production and sale of commercial aggregates and ready-mixed concrete; it owned and operated two stone quarries located at Hodgkins and Joilet, Illinois, and three ready–mix concrete plants, one each located at Hodgkins, Addison and Joliet, Illinois.

10. For the year ending December 31, 1966, Dolese had net sales of $5,491,418, net assets of $3,732,397 and net income of $267,180.

11. At all times relevant herein, Dolese bought, sold and shipped products in interstate commerce; hence, Dolese was, and is, engaged in commerce as "commerce" is defined in the Federal Trade Commission and Clayton Acts.

IV

Trade and Commerce

12. Prior to the acquisition of Dolese by Vulcan, the McCook-Hodgkins open-pit stone quarry, at which crushed stone was produced, was owned and operated in part by Vulcan and in part by Dolese. This quarry is a single minable area without any natural barrier. Both Dolese and Vulcan had its own separate mining equipment, aggregates plant and facilities at the quarry. Each also operated a ready-mix concrete plant at the quarry.

13. Prior to the acquisition Vulcan and Dolese each produced and sold construction aggregates in the greater Chicago, Illinois area. The greater Chicago area consists of the following counties

and parts thereof in Illinios: Lake, Cook and DuPage Counties; the east half of McHenry and Kane Counties; and the northeast portion of Will County. Vulcan and Dolese also produced and sold ready–mixed concrete in various parts of the greater Chicago, Illinois, area.

14. Prior to the acquisition of Dolese, Vulcan not only owned and operated its portion of the McCook-Hodgkins quarry, but also owned and operated an open-pit stone quarry and ready-mix concrete plant at Bellwood, Illinois. The Bellwood quarry is a self-sufficient operation comparable in most respects to the preacquisition Dolese quarry located at McCook-Hodgkins, Illinois. At the Bellwood quarry, Vulcan produced and sold construction aggregates and ready-mixed concrete for the greater Chicago, Illinois, area.

15. At least 29 companies produce more than 37 million tons of construction aggregates annually for the greater Chicago market. In 1966 General Dynamics (Material Service Division) was first, with a market share of about 39%; Vulcan had about 14%; U.S. Steel, 8%; Elmhurst Chicago, 7%; Dolese, 6%; Chicago Gravel, 4%. Thus the six largest producers of construction aggregates, of all types, for the greater Chicago market accounted for approximately 78% of the total.

16. With respect to the crushed stone submarket in the construction aggregates line, eight companies produced 16.5 million tons in 1966. General Dynamics had a market share of about 55%; Vulcan, about 21%; Dolese, 13%; and Elmhurst Chicago, from 5% to 8%. Thus, the four largest producers of crushed stone for the greater Chicago market accounted for approximately 94% to 97% of the total.

17. With respect to the read-mix concrete market, approximately 7 million to 8 million cubic yards of concrete, produced by some 47 companies with at least 100 plants, were consumed in the greater Chicago market in 1966. General Dynamics had about 26% of this market; Vulcan had 10%; Dolese had about 2%.

18. Prior to October 30, 1967, Vulcan and Dolese produced and sold construction aggregates, and more specifically crushed stone, and ready–mixed concrete in competition with each other in the greater Chicago, Illinois, area

V

Violation Charged

19. On October 30, 1967, Vulcan acquired all of the assets of

Dolese in exchange for 340,530 shares of Vulcan common stock having an approximate market value of $6,768,000.

20. The effect of the acquisition of Dolese by Vulcan may be substantially to lessen competition or to tend to create a monopoly in the greater Chicago area in violation of Section 7 of the Clayton Act and Section 5 of the Federal Trade Commission Act, in that:

(a) Substantial, actual and potential competition between Vulcan and Dolese, in the production, distribution and sale of (1) construction aggregates, and more specifically crushed stone, and (2) ready-mixed concrete has been eliminated.

(b) Concentration in the production, distribution and sale of (1) construction aggregates which include crushed stone and (2) ready-mixed concrete has been increased.

(c) New entry into the production, distribution and sale of (1) construction aggregates and (2) ready-mixed concrete may be inhibited or prevented.

(d) Consumers have been, and may be further denied the benefits of free and open competition in the sale and distribution of (1) construction aggregates and (2) ready-mixed concrete.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Restraint of Trade 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 Section 7 of the Clayton Act, as amended; and

The respondent and counsel for the Commission having 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 violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent 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 § 2.34(b) of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Vulcan Materials Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, with its office and principal place of business located at One Office Park, Birmingham, Alabama.

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

I

It is ordered, That respondent, Vulcan Materials Company, and its officers, directors, agents, representatives and employees shall within one (1) year from the date this Order becomes final, divest itself absolutely and in good faith of all of the assets, properties, rights and privileges, including all properties, plants, machinery, equipment, raw material reserves, contract rights and customer lists owned by respondent at McCook-Hodgkins, Illinois, specifically including all of the assets at said location acquired from Dolese & Shepard Co., plus all of the assets at said location which respondent owned prior to the acquisition of Dolese & Shepard Co., but not including respondent's concrete pipe plant and the land on which it is situated adjacent to the McCook-Hodgkins Quarry site. Said divestiture shall be made in such manner that a going concern and a viable competitor in the production, distribution and sale of construction aggregates and ready-mixed concrete will be established at the McCook-Hodgkins Quarry site.

II

It is further ordered, In the alternative, that in lieu of the divestiture required by Paragraph I of this Order, respondent, Vulcan Materials Company, and its officers, directors, agents, representatives and employees shall within one (1) year from the date this Order becomes final divest itself absolutely and in good faith of all of the assets, properties, rights and privileges, including all properties, plants, machinery, equipment, raw material reserves, contract rights and customer lists owned by respondent at Bellwood, Illinois: *Provided, however*, That respondent shall retain or sell separately, at its option, dumping rights on quarry land from which all saleable construction aggregates have been

extracted. Said divestiture shall be made in such manner that a going concern and viable competitor in the production, distribution and sale of construction aggregates and ready-mixed concrete will be established at the Bellwood Quarry site.

III

It is further ordered, That pending divestiture, respondent shall not make any changes or permit any deterioration in any of the plants, machinery, buildings, equipment or other property or assets described in Paragraphs I and II of this Order which may impair the market value of the McCook-Hodgkins Quarry site or the Bellwood Quarry site or which may reduce the capacity at either of said quarry sites for the manufacture, sale or distribution of construction aggregates or ready-mixed concrete: *Provided, however,* That Vulcan shall not be prohibited from eliminating duplicate facilities for the production of construction aggregates and ready-mixed concrete at the McCook-Hodgkins Quarry site or making other modifications or alterations designed to unify and increase the efficiency of the operations at the McCook–Hodgkins Quarry site so long as Vulcan maintains the capacity for production of construction aggregates and ready-mixed concrete at the McCook-Hodgkins Quarry site at or above the volume of production of such products at the McCook-Hodgkins Quarry site by both Vulcan and Dolese & Shepard Co. during the calendar year 1967.

IV

It is further ordered, That pending divestiture, respondent shall not make, allow or permit, outside of the ordinary course of its day-to-day business, any depletion or transfer of the inventory, stock pile or raw material reserves at the locations described in Paragraphs I and II of this Order.

V

It is further ordered, That, in accomplishing the aforesaid divestiture, respondent shall not sell or transfer the assets, property rights or privileges described in Paragraphs I and II of this Order, directly or indirectly, to any person who, immediately following such divestiture, shall be a stockholder of the respondent, an officer, director, employee, or agent of, or otherwise directly or indirectly connected with or under the control of, the respondent or any corporation controlled by the respondent, or to any purchaser who is not approved in advance by the Federal Trade Commission.

VI

It is further ordered, That, if the consideration received for the divestiture required to be made pursuant to this Order is not entirely cash, nothing in this Order shall be deemed to prohibit respondent or any of its subsidiaries from accepting and enforcing a lien, mortgage, pledge, deed of trust or other security interest for the purpose of securing to respondent full payment of the price, with interest received by respondent in connection with the divestiture: *Provided, however*, That after bona fide divestiture including any disposal of any of the assets, in accordance with the provisions of this Order, respondent, by enforcement of such security interest regains direct or indirect ownership or control of any substantial portion of the assets, said ownership or control regained shall be redivested subject to the provisions of this Order within such reasonable period as is granted by the Commission for this purpose.

VII

It is further ordered, That for a period of ten (10) years from the date this Order becomes final, respondent shall cease and desist from entering into any arrangement with another party by which respondent obtains, in the States of Wisconsin Illinois or Indiana, directly or indirectly, through subsidiaries or otherwise, except for nonoperating quarry-site land or mineral reserves, the whole or any part of the share capital or assets [valued in excess of Twenty-five Thousand Dollars ($25,000)] of any concern, corporate or noncorporate, engaged in the production, distribution or sale of construction aggregates or ready-mixed concrete, without the prior approval of the Federal Trade Commission.

VIII

It is further ordered, That for a period of ten (10) years from the date this Order becomes final, respondent shall notify the Commission sixty (60) days in advance before acquiring, in any area of the United States, directly or indirectly, through subsidiaries or otherwise, except for nonoperating quarry-site land or mineral reserves, the whole or any part of the share capital or assets [valued in excess of Twenty–five Thousand Dollars ($25,000)] of any concern, corporate or noncorporate, engaged in the production, distribution or sale of construction aggregates

or ready-mixed concrete, if respondent and the seller are engaged in competition in selling said products in such area.

IX

It is further ordered, That respondent shall, within sixty (60) days after the date of service of this Order, and every sixty (60) days thereafter until respondent has fully complied with the provisions of Paragraphs I and II of this Order, submit in writing to the Federal Trade Commission a report setting forth in detail the manner and form in which respondent intends to comply, is complying, or has complied with Paragraphs I and II of this Order. All compliance reports shall include, among other things that are from time to time required, a summary of all discussions and negotiations with potential purchasers of the specified assets and properties, the identity of all such potential purchasers, and copies of all written communications to and from such potential purchasers as well as all reports and recommendations concerning divestiture.

X

It is further ordered, That within sixty (60) days after this Order becomes final, and annually thereafter, respondent shall furnish to the Federal Trade Commission a verified written report setting forth the manner and form in which it intends to comply, is complying, or has complied with Paragraph VII of this Order.

XI

It is further ordered, That the respondent shall forthwith distribute a copy of this Order to each of its operating divisions.

IN THE MATTER OF

STOW & DAVIS FURNITURE COMPANY

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

Docket C-1410. Complaint, Aug. 23, 1968—Decision, Aug. 23, 1968

Consent order requiring a Grand Rapids, Mich., furniture manufacturer to cease discriminating in price between competing resellers of its furniture.

COMPLAINT

The Federal Trade Commission, having reason to believe that