

Complaint

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IN THE MATTER OF

MS & B INC., DOING BUSINESS AS GREAT PLAINS  
CHINCHILLA CO. ET AL.CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION  
OF THE FEDERAL TRADE COMMISSION ACT*Docket C-1422. Complaint, Sept. 6, 1968—Decision, Sept. 6, 1968*

Consent order requiring a Wichita, Kansas, seller of chinchilla breeding stock to cease making exaggerated earning claims, misrepresenting the quality of its stock, deceptively guaranteeing the fertility of its stock, and misrepresenting its service to purchasers.

## COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that MS & B Inc., a corporation, doing business as Great Plains Chinchilla Co., and James L. Stockett, Kenneth L. Mason and Robert L. Berry, individually and as officers of said corporation, sometimes hereinafter referred to as respondents, have violated the provisions of said 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 MS & B Inc., doing business as Great Plains Chinchilla Co., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Kansas, with its principal office and place of business located at 2914 Ida, Wichita, Kansas 67216.

Respondents James L. Stockett, Kenneth L. Mason and Robert L. Berry are individuals and officers of MS & B Inc. They formulate, direct and control the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. The address of respondent James L. Stockett is the same as that of the corporate respondent. The address of respondent Kenneth L. Mason is 8027 Morningside, Wichita, Kansas. The address of respondent Robert L. Berry is 9413 Shade, Wichita, Kansas.

PAR. 2. Respondents are now, and for some time last past, have been engaged in the advertising, offering for sale, sale and distribution of chinchilla breeding stock to the public.

PAR. 3. In the course and conduct of their aforesaid business, respondents now cause, and for some time last past have caused,

their said chinchillas, when sold, to be shipped from their place of business in the State of Kansas to purchasers thereof located in various other States of the United States, and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said chinchillas in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their business, as aforesaid, and for the purpose of inducing the sale of their chinchillas, respondents have made numerous statements and representations by means of television broadcasts, direct mail advertising and through the oral statements and display of promotional material to prospective purchasers by salesmen, with respect to the breeding, raising and rate of reproduction of chinchillas, the expected rate of return from their pelts, earnings, quality of pelts and warranty.

Typical and illustrative, but not all inclusive, of the said statements and representations made in respondents' advertising and promotional material are the following:

We provide the following services:

1. Guarantee Chinchillas to live.
2. Guarantee Chinchillas to litter\*\*\*.

Q. How many babies in a litter?

A. There may be anywhere from 1 to 6. The national average is just slightly under 2 babies per litter.

This is our problem, we've got markets and haven't got enough animals in production to satisfy the market\*\*\*. We have a problem today, I guess we can be envied for, because we have a demand for more pelts than we have pelts available for market.

We have over 25 years experience in this business\*\*\*.

Our pelt markets have been rather steady. The last five years we've practically no fluctuation whatever and this year \$28.60 was our Empress average \*\*\*.

We have ranch inspectors\*\*\*that actually go into the operations and work with the ranchers. In other words, we are able to teach a rancher today in a short period of time what it has taken the old timers years to learn of this business. So with all the guarantees and the assistance\*\*\*it is not a question of making money, it's a question of how well you will do.

All of our chinchillas are pedigreed.

PAR. 5. By and through the use of the aforesaid statements and representations in advertising and promotional material and others of similar import and meaning, but not expressly set out

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herein, separately and in connection with oral statements and representations made by their salesmen, respondents represent, and have represented, directly or by implication, that:

1. It is commercially feasible to breed and raise chinchillas in homes, basements, garages or spare buildings and large profits can be made in this manner.

2. The breeding of chinchillas for profit requires no previous experience.

3. Chinchillas are hardy animals, and are not susceptible to diseases.

4. Purchasers of respondents' breeding stock receive high or pedigreed quality chinchillas.

5. Each female chinchilla purchased from respondents and each female offspring will produce at least four live offspring per year.

6. Each female chinchilla purchased from respondents and each female offspring will produce several successive litters of from one to six live offspring at 111-day intervals.

7. Pelts from the offspring of respondents' breeding stock sell for an average price of \$28.60 per pelt.

8. Chinchilla breeding stock purchased from respondents is unconditionally warranted to live and reproduce.

9. Respondents will promptly fulfill all of their obligations and requirements set forth in or represented, directly or by implication, to be contained in the guarantee or warranty applicable to each and every chinchilla.

10. Respondents, doing business as Great Plains Chinchilla Co., have been in the chinchilla business for more than 25 years.

11. Purchasers of respondents' breeding stock can expect a great demand for the offspring and for the pelts of the offspring of respondents' chinchillas.

12. A purchaser starting with six females and one male of respondents' chinchilla breeding stock will have an income of \$300 a month from the sale of pelts at the end of the third year.

13. Respondents will purchase all female chinchilla offspring raised by purchasers of respondents' chinchilla breeding stock.

14. Purchasers of respondents' breeding stock would be given guidance in the care and breeding of chinchillas.

PAR. 6. In truth and in fact:

1. It is not commercially feasible to breed or raise chinchillas in homes, basements, garages or spare buildings and large profits cannot be made in this manner. Such quarters or buildings, unless they have adequate space and the requisite temperature, humidity,

ventilation and other necessary environmental conditions are not adaptable to or suitable for the breeding or raising of chinchillas on a commercial basis.

2. The breeding of chinchillas for profit requires specialized knowledge in the feeding, care and breeding of said animals much of which must be acquired through actual experience.

3. Chinchillas are not hardy animals and are susceptible to pneumonia, and other diseases.

4. Chinchilla breeding stock sold by respondents are not of high or pedigreed quality.

5. Each female chinchilla purchased from respondents and each female offspring will not produce at least four live offspring per year, but generally less than that number.

6. Each female chinchilla purchased from respondents and each female offspring will not produce several successive litters of from one to six live offspring at 111-day intervals, but generally less than that number.

7. Pelts from the offspring of respondents' breeding stock do not sell for an average price of \$28.60 for each pelt, but substantially less than that amount.

8. Chinchilla breeding stock purchased from respondents is not unconditionally warranted to live and reproduce but said warranty is subject to numerous terms, conditions and limitations.

9. Respondents do not in fact fulfill all of their obligations and requirements set forth in or represented, directly or by implication, to be contained in the guarantee or warranty applicable to each and every chinchilla.

10. Respondents doing business as Great Plains Chinchilla have not been in the chinchilla business for more than 25 years. The corporate respondent has been in the chinchilla business for less than 2 years. The individual respondents have been in the chinchilla business for less than six years.

11. Purchasers of respondents' breeding stock cannot expect a great demand for the offspring or the pelts of the offspring of respondents' chinchillas.

12. A purchaser starting with six females and one male of respondents' chinchilla breeding stock will not have an income of \$300 a month from the sale of pelts at the end of the third year but substantially less than that amount.

13. Respondents seldom, if ever, purchase all, if any, of the chinchilla offspring raised by purchasers of respondents' chinchilla breeding stock.

14. Purchasers of respondents' breeding stock are given little

if any guidance in the care and breeding of chinchillas.

Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof were and are false, misleading and deceptive.

PAR. 7. In the course and conduct of their business, at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms, and individuals in the sale of chinchilla breeding stock.

PAR. 8. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the tendency and capacity to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' chinchillas by reason of said erroneous and mistaken belief.

PAR. 9. The aforesaid acts and practices of the respondents, as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors and constituted, and now constitute, unfair methods in competition in commerce and unfair and deceptive acts and practices in commerce, in violation of Section 5 of 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 Deceptive Practices 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 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 Act, 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 MS & B Inc., doing business as Great Plains Chinchilla Co., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Kansas, with its office and principal place of business located at 2914 Ida, Wichita, Kansas 67216.

Respondents James L. Stockett, Kenneth L. Mason and Robert L. Berry are officers of said corporation. Respondent James L. Stockett's business address is the same as the corporate respondent. Respondent Kenneth L. Mason's residence address is 8027 Morningside, Wichita, Kansas. Respondent Robert L. Berry's residence address is 9413 Shade, Wichita, Kansas.

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 MS & B Inc., a corporation, and its officers, doing business as Great Plains Chinchilla Co., or under any other trade name or names and James L. Stockett, Kenneth L. Mason and Robert L. Berry, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of chinchilla breeding stock or any other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

A. Representing, directly or by implication, that:

1. It is commercially feasible to breed or raise chinchillas in homes, basements, garages, or spare buildings, or other quarters or buildings or that large profits can be made in this manner: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented quarters or buildings have the requisite space, temperature, humidity, ventilation and other environmental conditions which would make them adaptable to

and suitable for the breeding and raising of chinchillas on a commercial basis and that large profits can be made in this manner.

2. Breeding chinchillas for profit can be achieved without previous knowledge or experience in the feeding, care and breeding of such animals.

3. Chinchillas are hardy animals or are not susceptible to disease.

4. Purchasers of respondents' chinchilla breeding stock will receive high or pedigreed quality chinchillas or any other grade or quality of chinchillas: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that purchasers do actually receive chinchillas of the represented grade or quality.

5. Each female chinchilla purchased from respondents and each female offspring produce at least four live young per year.

6. Each female chinchilla purchased from respondents and each female offspring will produce successive litters of one to six live offspring at 111-day intervals.

7. The number of live offspring or litters and sizes thereof produced per female by respondents' chinchilla breeding stock is any number or range thereof: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented number or range of live offspring or litters and sizes thereof are actually and usually produced by chinchillas purchased from respondents or the offspring of said chinchillas.

8. Offspring of chinchilla breeding stock purchased from respondents will produce pelts selling for the average price of \$28.60 each.

9. Purchasers of respondents' breeding stock will receive for chinchilla pelts any price or range of prices: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented price or range of prices per pelt are actually and usually received for pelts produced by chinchillas purchased from respondents, or by the offspring of said chinchillas.

10. Breeding stock purchased from respondents is warranted or guaranteed without clearly and conspicu-

ously disclosing the nature and extent of the guarantee, the manner in which the guarantor will perform and the identity of the guarantor.

11. Respondents' chinchillas are guaranteed unless respondents do in fact promptly fulfill all of their obligations and requirements set forth in or represented, directly or by implication, to be contained in any guarantee or warranty applicable to each and every chinchilla.

12. Respondents, doing business as Great Plains Chinchilla Co., or under any other trade or corporate name, or as individuals have been in the chinchilla business for more than 25 years; or misrepresenting, in any manner, the length of time respondents individually or through any corporate or other device have been in business.

13. Chinchillas or chinchilla pelts are in great demand; or that purchasers of respondents' breeding stock can expect to be able to sell the offspring or the pelts of the offspring of respondents' chinchillas because said chinchillas or pelts are in great demand.

14. A purchaser starting with six females and one male will have, from the sale of pelts, an income of \$300 a month in the fourth year after purchase.

15. Purchasers of respondents' breeding stock will realize earnings, profits or income in any amount or range of amounts: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented amount or range of amounts of earnings, profits or income are actually and usually realized by purchasers of respondents' breeding stock.

16. Respondents will purchase all or any of the chinchilla offspring raised by purchasers of respondents' breeding stock: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that they do, in fact, purchase, as represented, the offspring offered by said purchasers.

17. Purchasers of respondents' chinchilla breeding stock are given guidance in the care and breeding of chinchillas or are furnished advice by respondents as to the breeding of chinchillas: *Provided, however,* That it shall be a defense in any enforcement proceeding



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instituted hereunder for respondents to establish that purchasers are actually given the represented guidance in the care and breeding of chinchillas and are furnished the represented advice by respondents as to the breeding of chinchillas.

B. 1. Misrepresenting, in any manner, the assistance, training, services or advice supplied by respondents to purchasers of their chinchilla breeding stock.

2. Misrepresenting, in any manner, the earnings or profits of purchasers of respondents' chinchilla breeding stock.

C. 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 the respondents' products or services and failing to secure from each such salesman or other person a signed statement.

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

*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.

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IN THE MATTER OF

DISTRICT TELEVISION AND  
APPLIANCE COMPANY, INC., ET AL.

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

*Docket C-1423. Complaint, Sept. 6, 1968—Decision, Sept. 6, 1968*

Consent order requiring a Washington, D.C., furniture and appliance store to cease using bait tactics and deceptive offers of free home demonstrations in the sale of its merchandise.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that District

Television and Appliance Company, Inc., a corporation, and James J. Melmer and Richard J. Melmer, individually and as officers of said corporation, hereinafter referred to as respondents, have violated the provisions of said 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 District Television and Appliance Company, Inc., is a corporation organized and existing under and by virtue of the laws of the District of Columbia, with its principal office and place of business formerly located at 906 H Street, NE., Washington, D.C., and presently with its office and present address in care of James J. Melmer, 2746 Welcome Drive, Falls Church, Virginia.

Respondents James J. Melmer and Richard J. Melmer are officers of the corporate respondent. They formulated, directed and controlled the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. Their address was the same as that of the corporate respondent. Individual respondent James J. Melmer is presently residing at 2746 Welcome Drive, Falls Church, Virginia and individual respondent Richard J. Melmer is presently located at 212 Emerald Hill Drive, Oxon Hill, Maryland.

PAR. 2. Respondents were for some time last past engaged in the advertising, offering for sale, sale and distribution of electrical appliances, television sets, radios, stoves, refrigerators, and household furniture to the public.

PAR. 3. In the course and conduct of their business as aforesaid, respondents maintained their place of business wholly within the geographical confines of the District of Columbia and for some time last past caused their said products, when sold, to be shipped from their said place of business in the District of Columbia to purchasers thereof located within the District of Columbia and in various States of the United States, and respondents maintained a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their business, and for the purpose of inducing the purchase of their products, respondents have made various statements and representations in classified advertisements in newspapers of general circulation, of which the following is typical and illustrative, but not all inclusive thereof:

TV COLOR-PHILCO  
\$259—FREE DEMO \$4 WK.  
DIST. TV, 906 H NE., LI 3-8500

PAR. 5. By and through the use of the aforesaid statements and representations, and others of similar import and meaning not specifically set out herein separately and in connection with the oral statements and representations of their salesmen, respondents have represented, directly or by implication that:

1. Respondents are making a *bona fide* offer to sell the advertised television sets on the terms and conditions stated.
2. Upon request, respondent will give a free home demonstration of the product advertised.

PAR. 6. In truth and in fact:

1. The offer set forth in said advertisement was not a *bona fide* offer to sell the advertised television set at the price and on the terms and conditions stated. Respondents' salesmen who called upon persons responding to the advertisements did not display the advertised color television set. Instead, respondents' salesmen showed and attempted to sell a black and white television at a higher price. By disparaging the advertised television set, and by other tactics, purchase of the advertised set was discouraged and respondents frequently sold the higher priced black and white television set.

2. In a number of instances, upon request respondents did not give free home demonstration of the product advertised.

Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof were and are false, misleading and deceptive.

PAR. 7. In the course and conduct of their aforesaid business respondents were in substantial competition, in commerce, with corporations, firms and individuals engaged in the sale of television sets and other products of the same general kind and nature as those sold by respondents.

PAR. 8. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' products by reason of said erroneous and mistaken beliefs.

PAR. 9. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the

public and of respondents' competitors and constituted, and now constitute, unfair methods of competition in commerce and unfair and deceptive acts in commerce in violation of Section 5 of 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 Deceptive Practices 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 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 said Act, 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 District Television and Appliance Company, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the District of Columbia, with its office and principal place of business formerly located at 906 H Street, NE., Washington, D.C., and presently with its office and present address in care of James J. Melmer, 2746 Welcome Drive, Falls Church, Virginia.

Respondents James J. Melmer and Richard J. Melmer are officers of said corporation. The address of James J. Melmer is as listed above. The address of Richard J. Melmer is 212 Emerald Hill Drive, Oxon Hill, Maryland.

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 District Television and Appliance Company, Inc., a corporation, and its officers, and James J. Melmer and Richard J. Melmer, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of television sets, or other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from :

1. Using in any manner, a sales plan, scheme or device wherein false, misleading or deceptive statements or representations are made in order to obtain leads or prospects for the sale of merchandise.

2. Discouraging the purchase of, or disparaging, any products which are advertised or offered for sale.

3. Representing, directly or by implication, that any products are offered for sale when such offer is not a bona fide offer to sell such products.

4. Representing, directly or by implication, that any product will be delivered to prospective customers for a free home demonstration, unless such products are demonstrated without charge or obligation to prospective customers in their homes in every instance where the prospective customer so requests.

5. 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 the respondents' products, 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 respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

*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.

## Complaint

## IN THE MATTER OF

## SAM J. BELSKY, INC., ET AL.

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

*Docket C-1424. Complaint, Sept. 16, 1968—Decision, Sept. 16, 1968*

Consent order requiring a Springfield, Mass., manufacturer of women's coats to cease misbranding its wool products and falsely invoicing its fur products.

## COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, the Wool Products Labeling Act of 1939 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 Sam J. Belsky, Inc., a corporation, and Jerry Belsky, individually and as an officer of said corporation, hereinafter referred to as respondents, have violated the provisions of said Acts and the Rules and Regulations promulgated under the Wool Products Labeling Act of 1939 and 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 Sam J. Belsky, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Massachusetts.

Individual respondent Jerry Belsky is an officer of said corporation. He formulates, directs and controls the acts, practices and policies of the corporate respondent including those hereinafter referred to.

Respondents are engaged in the manufacturing of women's coats. Distribution is to retail stores throughout the eastern United States and the gross annual sales are approximately \$1,500,000. The office and principal place of business of respondents is located at 367 Worthington Street, Springfield, Massachusetts.

PAR. 2. Respondents, now and for some time last past, have manufactured for introduction into commerce, introduced into commerce, sold, transported, distributed, delivered for shipment, shipped and offered for sale, in commerce, as "commerce" is defined in said Wool Products Labeling Act of 1939, wool products as "wool product" is defined therein.

