

KENNEBEC, SS.

SUPERIOR COURT

THE STATE OF MAINE

v.

GORDON McKENNEY d/b/a NEW HOME
SEWING MACHINE COMPANY and
MAINE HOME SEWING MACHINE COM-
PANY, 105 Pine Haven Trailer
Park, Old Town, Maine

ASSURANCE OF
VOLUNTARY
DISCONTINUANCE

Pursuant to the Provisions of the Maine Revised Statutes Annotated, Title 5, Sections 206-212, James S. Erwin, Attorney General of the State of Maine, caused an investigation to be made into the method and manner of advertising and pricing of goods offered for retail sale by Gordon McKenney d/b/a New Home Sewing Machine Company and Maine Home Sewing Machine Company of 105 Pine Haven Trailer Park, Old Town, Maine, hereinafter referred to as McKenney.

Whereas McKenney has represented to the consumers of the State of Maine, through advertising and pricing that McKenney has offered for sale sewing machines where such offer for sale was not a bonafide offer to sell the merchandise, so, and as offered, and such practice was questioned by the Attorney General as not being in accordance with the requirements of 5, M.R.S.A., §207;

McKenney hereby advises the Attorney General that these matters having been brought to his attention, McKenney has taken steps to insure that in the future these practices will be in accordance with 5, M.R.S.A., §207.

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McKenney hereby advises the Attorney General that from and after April 12th, 1972, he will not undertake any of the following practices:

1] Representing, directly or by implication that any products or services are offered for sale when such offer is not a bonafide offer to sell said products or services.

2] Using any advertising, sales plan or promotional scheme involved in the use of false, misleading or deceptive statements or representations to obtain leads or prospects for the sale of any product.

3] Making representations purporting to offer merchandise for sale when the purpose of the representation is not to sell the offered merchandise, but to obtain leads or prospects for the sale of other merchandise at higher prices.

4] Disparaging, in any manner, or discouraging the purchase of any product advertised.

5] Misrepresenting, in any manner, the status, kind, quality or price of the product being offered.

6] Representing, directly or by implication that purchases save the paid-in amount on repossessed or unclaimed lay-away products, unless in each instances the purchases save the amount represented.

7] Misrepresenting, in any manner, the savings afforded to the purchaser of McKenney's products.

8] Representing, directly or by implication, that any savings, discount or allowance is given purchasers from McKenney's selling price for specified products, unless said selling price is the amount at which such said products have

been sold or offered for sale in good faith by McKenney for a reasonably substantial period of time in the recent regular course of his business.

It is understood that this Assurance is for settlement purposes only, and does not constitute an admission by McKenney, that the aforesaid questioned practices are unlawful or fail to meet the requirements of 5, M.R.S.A., §207.

It is also further understood that McKenney will pay the Attorney General fifty (\$50) dollars for costs of this investigation in accordance with 5, M.R.S.A., §212.


JAMES S. ERWIN
ATTORNEY GENERAL

STATE OF MAINE



by: _____
P. J. Perrino, Jr.
Assistant Attorney General
Consumer Protection Division

GORDON MCKENNEY
NEW HOME SEWING MACHINE COMPANY
MAINE HOME SEWING MACHINE COMPANY

by:  _____
Duly Authorized to Execute this
Assurance of Voluntary Discontinuance

RECEIVED
CONSUMER PROTECTION DIV.
APR 27 1975
DEPT. OF ATTORNEY GENERAL