"Dear Dr. Johnson:" First, let me say that there is no signature appearing on this letter, though the line for the signature is designated as "Maurice Stonehill, Colston Optical Company." And the letter reads:

DEAR DR. JOHNSON: I have your letter of May 8th, and will attempt to answer your queries.

1. The terms of the lease are very flexible. The length of time the lease will run can be mutually arranged; however, the lease we get from Sears has a 60-day cancellation clause in it. Which, incidentally, they have never used in practice.

2. The anticipated opening date would be at least two months away; however, the certain date cannot be determined until the manager of the store returns from his vacation two weeks from now.

3. The salary guarantee would exist as long as you are associated with us.

4. Names of O.D.'s and locations follow and are all in Sears Roebuck and Company stores. Myron Chalfin, East 86th and Carnegie, Cleveland, O.; Arthur Gore, W. 110th, Lorain Street, Cleveland, Ohio; Frank Berger, 21000 Libby Road, Maple Heights, Ohio; Herman Raines, Adams and Whitaker Streets, Philadelphia, Pennsylvania; Nathan Burnthal, 515 Sandusky Street, Pittsburgh, Pennsylvania. Other stores are located in Baltimore and Buffalo.

5. In advertising, we never mention the O.D.'s name. In your state we cannot mention that examinations are available. However, by mentioning complete optical department the general public assumes that such a service is available.

It is entirely possible that some of the eye-ware salesmen who call on you are familiar with us and from them you can learn something about us.

Bear in mind that most of our advertising is done on radio and television and hence samples are not available.

I trust that this is the information you desire.

There we have a letter which, obviously, is in response to a letter addressed to Colston from an optometrist in Indiana. We have an allegation by Dr. Corns of the State Board of Examiners in Indiana that solicitation has been made by the Colston Corporation in Ohio of optometrists in Indiana for the employment in Ohio corporations.

Your testimony is that this has not come to your attention?

Dr. ROWE. I think that I can say this, that in 1959, the Colston Optical Company was purchased by the Cole National Corporation and they have not been associated with us since the time of that purchase. This was done by someone who is not in the optical business today. He sold it subsequent to this letter. So, I cannot answer for that gentleman, for Cole National. I am aware of the present policy, the present philosophy, and I am aware of the philosophy that existed since Cole National took over the Colston business which is not to solicit optometrists for employment where it is illegal to solicit them, whether it be from one state or another state or anywhere. In other words, if it is illegal to employ optometrists in Indiana as it is in Ohio, as it is in Pennsylvania, we do not solicit optometrists for employment in those states. That has been the policy of Cole National since they assumed the ownership of the distributor.

Mr. JACOBS. That is a very likely answer, and I appreciate it. However, since this was raised on August 17, 1967, I wonder if you would be kind enough, Dr. Rowe, to look into the practice of the Colston Company in Ohio, and perhaps write to this committee and make an assertion with respect to your inquiry of the activities along the lines I have suggested. I am quite interested as the Representative from Indiana, Indianapolis as a matter of fact, in this problem inasmuch as an official of my state has brought it to my attention. Would you be kind enough to supply this committee with the results of your inquiry on this matter?