

upon reports of actual tests conducted by a competent testing laboratory. (1-23351, Mar. 25, 1952.)

8256. **Fountain Pens and Mechanical Pencils—Foreign Origin and Prices.**—Peerless Fountain Pen and Pencil Co., Inc., a New York corporation with its place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, fountain pens and mechanical pencils, entered into an agreement in connection with the offering for sale, sale and distribution of said merchandise to cease and desist from:

(1) Offering for sale and selling mechanical pencils, the mechanisms, actions or movements of which are of foreign origin, without affirmatively and clearly disclosing thereon, or in immediate connection therewith, the country of origin of such pencils or the mechanisms, actions or movements thereof;

(2) Supplying customers or purchasers of fountain pens and mechanical pencils, in sets or otherwise, with price tags or stickers therefor bearing prices which are, in fact, in excess of the prices at which such article or articles are usually and customarily offered for sale and sold in the usual course of business, or otherwise representing that such article or articles are sold for amounts in excess of their usual and customary selling prices. (1-24183, Mar. 25, 1952.)

8257. **Home Permanent Waving Preparation—Unique Qualities.**—Beaute Vues Corp., a California corporation, with its principal place of business located in Hollywood, Calif., engaged in the business of offering for sale and selling in commerce, a home permanent-waving preparation designated "Nutri-Tonic," entered into an agreement that in the dissemination of advertising of that preparation or any other preparation of substantially the same composition, it will cease and desist from representing directly or by implication that said preparation is the only home permanent-waving solution containing an oil cream or cream oil base. (1-23393, Mar. 27, 1952.)

8258. **Dental Plate Reliner—Effectiveness and Safety.**—Alexander R. Gordon and Estelle Gloss, copartners trading as Perma-Fit Co., with their office and principal place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, a plastic material for relining dental plates known as "Perma-Fit," entered into an agreement to cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That application of this preparation—

(a) Will accomplish permanent results in the refitting or tightening of dental plates;

(b) Will assure permanent comfort;

- (c) Will insure against denture breath; and
- (2) That the preparation does not contain any ingredient which could harm the denture. (1-23451, Mar. 27, 1952.)

8259. Medicinal Preparation—Therapeutic Qualities.—Nu-Way Corp., a Michigan corporation trading as Citru-Mix Co., and Citru-Mix Division, with its principal place of business located in Grand Rapids, Mich., engaged in the business of offering for sale and selling in commerce, a product designated “Citru-Mix,” entered into an agreement to cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

- (a) That the product is a treatment for or that it will correct or prevent the progress of rheumatism, neuritis, arthritis, lumbago, sciatica, bursitis, gout or conditions similar thereto;
- (b) That the product will afford any relief from rheumatism, neuritis, arthritis, lumbago, sciatica, bursitis, gout or similar conditions or have any therapeutic effect upon any of the symptoms or manifestations thereof in excess of affording temporary relief of minor aches and pains. (1-21977, Apr. 1, 1952.)

8260. Lemon Juice Product—Nature.—Realemon-Puritan Co., the amended name of a corporation organized under the laws of the State of Illinois as Puritan Co. of America, with its principal place of business in Chicago, Ill., engaged in the business of offering for sale and selling in commerce a lemon-juice product, unsweetened, and made by reconstituting lemon juice concentrate, designated on its label as ReaLemon Brand Reconstituted Lemon Juice, entered into an agreement in connection with the offering for sale, sale and distribution of that product, it will cease and desist in its advertising of such product from:

- (1) Designating its reconstituted lemon juice as “ReaLemon” without stating conspicuously and prominently that said product is reconstituted;
- (2) Using the terms “ReaLemon Brand Lemon Juice,” “lemon juice,” or any similar term in describing its reconstituted lemon juice without using conspicuously and prominently the term “reconstituted” as an adjacent modifying descriptive word;
- (3) Representing that its reconstituted lemon juice is the juice of tree-ripened lemons. (1-23281, Apr. 1, 1952.)

8261. Medicinal Preparation—Therapeutic Qualities.—Zerbst Pharmaceutical Co., a Missouri corporation, with its principal place of business in St. Joseph, Mo., engaged in offering for sale and selling in commerce a medicinal preparation designated “Zerbst’s Capsules,” entered into an agreement to cease and desist from disseminating or causing to be disseminated, any advertisement for that preparation or

any other preparation of substantially the same composition or possessing substantially the same properties which :

- (1) Represents directly or by implication that the said product will :
 - (a) Prevent or aid in preventing the development of a cold ;
 - (b) Shorten the course or duration of a cold or cure a cold ;
 - (c) Have any effect in treating any symptoms of a cold beyond providing temporary relief from aches or pains which are associated therewith ;
 - (d) Reduce fever or induce perspiration ;
 - (e) Cause circulatory stimulation in the blood stream ;
 - (f) Have a rest-inducing effect ;
 - (g) Have any effect on the condition known as nasal stuffiness ;
- (2) Fails to reveal that the taker shall "Follow the label—avoid excessive use." (1-10695, Apr. 3, 1952.)

8262. **Women's Coats—Misbranding as to Wool Content.**—Versailles Garment, Inc., a New York corporation, with its office and principal place of business located in New York, N. Y., and Joseph Weinstein and Benjamin Kovner, individually and as officers thereof, engaged in the offering for sale, sale and distribution in commerce, of women's coats and other garments, entered into an agreement that in connection with the offering for sale, sale, transportation, delivery for transportation or distribution of coats or any other wool products, to cease and desist from misbranding such products by :

- (1) Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers therein ;

- (2) Failing to securely affix to or place on such products a stamp, tag, label or other means of identification showing in a clear and conspicuous manner :

- (a) the percentage of the total fiber weight of such wool products, exclusive of ornamentation not exceeding 5 percent of said total fiber weight of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentages by weight of such fiber is 5 percent or more and (5) the aggregate of all other fibers ;

- (b) The maximum percentage of the total weight of such wool product of any nonfibrous loading, filling or adulterating matter ;

- (c) The name or the registered identification number of the manufacturer of such wool product or of one or more persons engaged in introducing such wool product into commerce, or in the offering for sale, transportation, distribution or delivering for shipment thereof in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939 ;

- (3) Failing to separately set forth on the required stamps, tags, labels or other means of identification the character and amount of the constituent fibers present in the outer shell as well as the linings

and interlinings contained in coats or other wool products, as provided in Rule 24 of the Rules and Regulations promulgated under the act. (1-24223, Apr. 3, 1952.)

8263. **Rust Inhibitor—Effectiveness.**—Thompson-Long Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, a product designated “R-10-X,” entered into an agreement in connection with the offering for sale, sale and distribution of that product to cease and desist from representing directly or by implication:

(a) That by use of the product it is possible to undo the damage already effected by rust;

(b) That the product affords better protection where the rust deposit is heavier;

(c) That the product of itself stops the formation of rust or further damage from rust or that it affords any material aid in that respect unless the surface is also promptly painted after the product has been applied. (1-23467, Apr. 3, 1952.)

8264. **Course in Hypnotism—Results.**—John R. Olney, Jr., an individual trading as Olney School of Hypnotism, with his principal place of business located in Philadelphia, Pa., engaged in the business of offering for sale and selling in commerce, a mimeographed publication entitled “Olney Simplified Course in Rapid Hypnotism,” entered into an agreement in connection with the offering for sale, sale and distribution of that publication or any similar publication, that he will cease and desist from using phrases such as:

“World’s Fastest Hypnotist Will Teach You His Methods of Hypnotizing New Subjects in 5 Seconds,” “May Be Learned by Anyone,” “Learn Hypnotism One-Night Course,” or in any other manner, from exaggerating the ease or speed with which readers of the aforesaid publication will be enabled to learn or practice hypnotism. (1-22115, Apr. 8, 1952.)

8265. **Shampoo—Operation.**—Marlene’s, Inc., an Illinois corporation, with its principal place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, a product designated “Marlene’s Hair Waving Shampoo,” entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(a) That the product curls or waves hair while it washes;

(b) That the product is an instant hair curling product;

(c) That the hair waving effects of the product are different from the hair waving effects of the conventional type of wave set. (1-23775, Apr. 8, 1952.)

8266. Home Veterinary Course—Facilities and Plant, Staff, Job and Employment Opportunities, etc.—Dr. David Roberts Practical Home Veterinary School, Inc., a Wisconsin corporation, with its principal place of business located in Waukesha, Wis.; Frank Roberts and Howard Haines, individuals and officers thereof, engaged in the offering for sale and selling in commerce, a correspondence course in veterinary training, entered into an agreement that in connection with the offering for sale, sale and distribution of the Dr. David Roberts Practical Home Veterinary Course, they will cease and desist from:

(1) Representing pictorially, or otherwise, that they own a goat dairy when such is not the fact;

(2) Representing pictorially, or otherwise, that the physical plant owned, used or occupied by the school is greater than is the fact;

(3) Representing that the purchase and study of such course of instruction will enable subscribers thereto to become livestock experts, to diagnose and successfully treat all or most of the diseases, nutritional deficiencies or injuries that livestock have;

(4) Representing that large profits and good jobs are available to those completing the course;

(5) Using the word "free" or any other word of similar meaning, in advertising, to designate, describe, or refer to any article of merchandise which is not in fact a gift or gratuity or which is not given without requiring the purchase of other merchandise or the performance of some service inuring directly or indirectly to the benefit of the respondents;

(6) Representing that Dr. David Roberts is living and giving personal attention to the business of the school;

(7) Representing that a staff of veterinarians is maintained when such is not the fact;

(8) Representing that the course is being offered at a reduced price when such is not the fact. (1-24174, Apr. 10, 1952.)

8267. Food Product—Therapeutic Qualities, etc.—Jack G. Pavo and Lawrence J. Audette, copartners doing business as The Pavo Co., Pavo's and Pavo Dietary Foods, with their principal office in Minneapolis, Minn., engaged in the business of offering for sale and selling in commerce, a product designated "Pavo Food," entered into an agreement to cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, whether sold under that name or any other name, which represents directly or by implication:

(a) That the product has a beneficial or a therapeutic effect in cases of allergy or on hay fever, sinus, asthma, catarrh, hives, eczema, arthritis, colitis, inflamed gall bladder, liver disorders, stomach disorders, intestinal disorders or any other disease or disorder;

(b) That the product has a beneficial or a therapeutic effect on the blood;

(c) That the product will rid the body of excess toxins;

(d) That all of the ingredients contained in the product are easily digested or assimilated;

(e) That the product will be valuable or beneficial to everyone;

(f) That the product is for practical purposes a complete food product. (1-22548, Apr. 15, 1952.)

8268. **Books, Etc.—Comparative Merits, Nature, Etc.**—Wm. H. Wise & Co., Inc., and National Educational Alliance, Inc., New York corporations, and John J. Crawley, president of both corporations, engaged in offering for sale and selling in commerce, various books and other publications, entered into an agreement in connection with the offering for sale, sale and distribution thereof, they, and each of them, will cease and desist, with respect thereto, from representing:

(a) That the New Modern Encyclopedia is America's most up-to-date encyclopedia, or the most up-to-the-minute encyclopedia in existence, unless such representation is in fact true and correct;

(b) That any book or books contain a complete history of any episode or event unless all of the essential features of said episode or event, substantially to the time of disseminating such representation, are included.

It is also agreed by Wm. H. Wise & Co., Inc., National Educational Alliance, Inc., and John J. Crawley, that in connection with the offering for sale, sale and distribution in commerce, of a set of books designated "Popular Educator Library," or any other book or books dealing with academic subjects commonly studied in educational institutions, they, and each of them will cease and desist from:

(c) Representing directly or by implication that a university education is being offered through such books, and from using in connection with the name "National Educational Alliance, Inc.," any representation directly or impliedly to the effect that an alliance or association of educators is offering through such books any course or courses of instruction, unless such representation is in fact true and correct. (1-18647, Apr. 15, 1952.)

8269. **Hearing Aid Devices—Guarantee, Comparative Merits and Costs, etc.**—The Microtone Co., a Minnesota corporation, with its principal place of business located in Minneapolis, Minn., and S. C. Ryan, individually and as an officer thereof, engaged in the business of offering for sale and selling in commerce, hearing aid devices, entered into an agreement that they will cease and desist from disseminating or causing to be disseminated, any advertisement for hearing aid devices which represents directly or by implication:

(1) That said devices will endure and afford satisfactory service during the lifetime of the purchaser, or that their "Lifetime Service

