

STIPULATIONS

DIGEST OF STIPULATIONS¹ EFFECTED AND HANDLED THROUGH THE COMMISSION'S DIVISION OF STIPULATIONS²

0450.³ Medicinal Preparation—Therapeutic Qualities and Composition.—Plough, Inc., a Delaware corporation, with its principal office and place of business located in Memphis, Tenn., engaged in the business of offering for sale and selling in commerce, a medicinal preparation designated "C-2223," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for the aforesaid product, or any other product of substantially the same composition or possessing substantially the same properties which represents:

(a) That use of the product will end rheumatic pains or rid a sufferer of such pains or aches;

(b) That the product is effective in the relief of rheumatism due to poisons or acids;

(c) That the product (1) attacks rheumatism at the source, (2) cleanses the system of toxic acids or putrid waste matter, or (3) rids the system of acid poisons;

(d) That the product will make one well from the aches or pains of rheumatism;

(e) That the product (1) neutralizes toxic acids in the joints, (2) drives out poisonous waste matter from the system, (3) attacks rheumatic fever at its source, or (4) causes rheumatic pain or suffering to go quickly;

¹The digests published herewith cover those accepted by the Commission during the period covered by this volume, namely, July 1, 1952, to June 30, 1953, inclusive. Digests of previous stipulations of the kind herein involved accepted by the Commission may be found in volumes 10 to 48 of the Commission Decisions.

²Under a reorganization of the Commission's internal structure, effective June 1, 1950 (see annual report for that year at p. 6), the former Bureau of Trade Practice Conferences and the Bureau of Stipulations were consolidated into the Bureau of Industry Cooperation, and a Division of Stipulations was created, under said Bureau, to handle such work.

For an account of a prior reorganization, effective August 12, 1946, under which the Division of Stipulations, then created, was charged with the handling of all matters considered appropriate for settlement by stipulation, including both such matters as had theretofore culminated in the false and misleading advertising stipulations effected through the Commission's Radio and Periodical Division, as it theretofore functioned, and those theretofore effected through the Trial Examiner's Division, see footnote in volume 45 at p. 845.

³Substitute.

(f) That use of the product will restore a rheumatic sufferer to good health or activity;

(g) That after taking the product the factors which cause rheumatism are gone from the system;

(h) That the product contains any pain relieving ingredient except sodium salicylate;

(i) That the product has any beneficial effect except as an analgesic to temporarily relieve (1) the pains of rheumatism, neuralgia, sciatica, lumbago and neuritis (2) muscular aches, soreness, and pains, caused by exertion, exposure and fatigue and (3) simple headaches.

It is understood and agreed that this stipulation is in substitution of Stipulation No. 0450 previously in effect in this matter, it being that executed by the corporation and which was approved by the Federal Trade Commission on January 16, 1933. (1-6442, Mar. 31, 1953.)

0472.⁴ **Asthma Treatment—Effectiveness.**—Stipulation No. 0472 has been amended so that it now reads:

J. H. Guild Co., Inc., vendor-advertiser, of Rupert, Vt., is engaged in selling Dr. Guild's Green Mountain Asthma Compound and Asthma Cigarettes, and in advertising represented:

A S T H M A

"What CAN I do to get relief?" Try inhaling the pleasant smoke vapor of Dr. J. H. Guild's Green Mountain Asthma Compound. Thousands rely on it. Quickly soothes and relieves Asthma—also catarrh. Standard remedy at all druggists. Originated in 1869 by Dr. Guild, specialist in respiratory diseases.

That said compound is an effective treatment for asthma and catarrh is held by the Federal Trade Commission to be incorrect and misleading, to the injury of the public and of competitors, in that the ingredients used, while of some value in soothing and temporarily relieving the severity of the spasms in cases of bronchial asthma, are ineffective in treating the cause of either asthma or catarrh, or in preventing the same.

In a stipulation filed with and approved by the Federal Trade Commission this vendor-advertiser admits making such representations and agrees to cease and desist from publishing or circulating, or causing to be published or circulated any statement which is false or misleading and specifically stipulates and agrees in soliciting the sale of and selling its said product in interstate commerce to cease and desist from:

representing, directly or by implication, that the aforesaid medicinal preparations are competent treatments or remedies for asthma, unless such representations are limited to the relief from the attacks and paroxysms of asthma.

⁴ Amended. See 17 F. T. C. 597.

J. H. Guild Co., Inc., further stipulated and agreed that, as thus amended, all terms and conditions of Stipulation No. 0472 shall remain in full force and effect. (1-7064, Mar. 10, 1953.)

01383.⁵ Medicinal Preparation—Therapeutic Properties, Comparative Merits, etc.—Stipulation No. 01383 has been amended so that it now reads:

E. L. Knowles, Inc., a corporation, Springfield, Mass., vendor-advertiser, is engaged in selling a certain medicinal preparation designated Rub-Ine and in advertising represented:

Deeply penetrating.

You may confidently expect prompt relief.

Muscular soreness or lameness . . . promptly relieved.

Rub-Ine relieves nasal congestion due to simple head colds, quickly and effectively.

Clears the nasal passages of congestion promptly.

Stiff arm, neck, and back muscles, the after result from automobile driving for long distances or exposure to draughts may be relieved quickly by applying Rub-Ine full strength.

Trainers recognize that Rub-Ine is an excellent muscle conditioner. They use it full strength to remove the stiffness and lameness from tired or strained muscles.

Rub-Ine's *unusual penetrating power* makes it of great value in every home. For tired feet, Rub-Ine brings complete foot comfort.

Use Rub-Ine for your more stubborn aches and pains, too. You'll like the quick relief it brings.

Use it for sunburn, mosquito bites, ivy poisoning, bee and wasp stings. It gives you instant relief.

You can depend on it to relieve such summer ailments as aching feet, mosquito bites and the irritation caused by athlete's foot.

Just a few drops on your handkerchief, used as an inhalant, quickly clears the nasal passages and reduces hay fever, irritation.

It hits the spot at once and brings you prompt relief and comfort.

Rub-Ine brings you quicker relief.

Rub out your aches and pains with Rub-Ine.

Nothing else relieves pain so promptly.

The respondent hereby admits:

That its product, as heretofore compounded, is a mild counter-irritant and that the therapeutic value thereof would be limited solely to this class of preparation;

While it is true that some of the ingredients in this preparation will, in a limited way penetrate the superficial layers of the skin, said preparation will not penetrate deeply and is of doubtful value as an effective agent in the treatment of stiff muscles or muscular lameness; it cannot, therefore, be called a muscle conditioner;

That the therapeutic value of this preparation does not place it as a competent remedy in the treatment of rheumatic and neuritis pains, nor as a relief for all of the manifestations of head colds;

That this product may have a cooling and soothing effect on the feet, but should not be alluded to as a substantial remedy for aching feet, since this

⁵ Amended. See 22 F. T. C. 1062.

condition is frequently associated with numerous foot troubles in which this product would have no effective value;

That, though this preparation may be beneficial for many purposes, it would not materially influence or alter the course of hay fever.

In a stipulation filed and approved by the Federal Trade Commission this vendor-advertiser admits making such representations and specifically stipulates and agrees in soliciting the sale of and selling its said product in interstate commerce to cease and desist from representing directly or otherwise:

- (a) That Rub-Ine will give quick relief from stubborn aches and pains;
- (b) That Rub-Ine has unusual penetrating powers and will penetrate deeply;
- (c) That Rub-Ine users may expect prompt, quick relief from aches and pains;
- (d) That Rub-Ine is an effective agent for the treatment of stiff muscles or muscular lameness, unless limited to such conditions, due to exposure or exercise;
- (e) That Rub-Ine is a muscle conditioner;
- (f) That Rub-Ine will relieve all the manifestations of head colds;
- (g) That Rub-Ine is a competent remedy for aching feet, and brings complete foot comfort;
- (h) That Rub-Ine gives instant relief from mosquito bites, ivy poisoning, bee and wasp stings;
- (i) That Rub-Ine quickly "clears" the nasal passages and reduces hay fever irritation;
- (j) That Rub-Ine hits the spot at once;
- (k) That Rub-Ine brings quicker relief than other counter-irritants;
- (l) That nothing else brings quicker relief than Rub-Ine;
- (m) That Rub-Ine rubs out pains and aches;

and from making any other claims or assertions of like import.

It is also stipulated and agreed that Stipulation 01383 as amended, is predicated upon the new formulation for the product Rub-Ine.

It is further agreed by E. L. Knowles, Inc., that as thus amended, all the terms and provisions of Stipulation No. 01383 shall remain in full force and effect. (1-9433, Apr. 7, 1953.)

8297. Floor Coating—Effectiveness, Nature, Safety, etc.—The Rubber Products Co., a corporation, with its principal place of business located in New Haven, Conn., and Herbert H. Slocombe, an officer thereof, prior to approximately July 1, 1951, engaged in the business of offering for sale, selling and distributing in commerce a preparation for coating various surfaces, principally floors, designated "Okura," which preparation during the year 1950 and theretofore was designated "Rub-R-Kote," entered into an agreement in connection with the offering for sale, sale and distribution of the herein described preparation designated "Okura," or any other preparation of substantially the same composition, that they and each of them will cease and desist from representing directly or by implication:

(1) That the said product is safer to walk upon when wet than when dry, or that it provides a nonskid or safe surface unless limited to the surface when dry;

(2) That an Okura surface is resistant to chemicals when, in fact, such solvents as toluene and acetone quickly attack the coat, or that it is resistant to alkali when, in fact, sodium hydroxide affects the coat adversely;

(3) That such product is a rubber coating;

(4) That it dries dust-free in half an hour or any other interval within which it remains tacky;

(5) That it is "ideal" or satisfactory for or produces a transparent film on basement masonry unless such porous materials as cinder-block are specially excepted;

(6) That it seals or waterproofs cement unless a clear disclosure is made in connection therewith that at least three coats are necessary to prevent capillary passage of water;

(7) That it rustproofs metal surfaces or does more than retard rusting, and that it renews metal surfaces. (1-22800, July 2, 1952.)

8298. **Scalp Treatment—Effectiveness.**—Dandrug Corp., a Delaware corporation, with its principal place of business located in Highwood, Ill., engaged in the business of offering for sale and selling in commerce a preparation for the scalp designated "SulfoDandrug," entered into an agreement that it will cease and desist from disseminating any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

That the Sulfa Drug in the product is an effective treatment for scalp infection. (1-23624, July 2, 1952.)

8299. **Maternity Garment—Healthful Qualities, Recommendations, Unique Nature, etc.**—The Stayform Co., an Illinois corporation, with its principal place of business in Chicago, Ill., engaged in the business of offering for sale and selling in commerce a device designated "Beau-T-Form Maternity Garment," entered into an agreement that, in connection with the dissemination of advertising of that device or any other device of substantially the same construction, it will cease and desist from representing directly or by implication:

(1) That said garment eliminates the discomforts of pregnancy, or promotes easy or safe delivery;

(2) That said garment assures a quick return of the mother's figure to normal after childbirth, or takes the place of exercise after childbirth;

(3) That said garment promotes muscle tone or the health of the wearer;

(4) That said garment does not restrict normal muscular function and that it does not apply pressure;

(5) That said garment will enable a woman during pregnancy to maintain the youthful lines of her figure;

(6) That the use of said garment is indicated generally in cases of pregnancy;

(7) That said garment is recommended by obstetricians in other than individual cases;

(8) That said garment is the only maternity garment that affords the wearer the so-called "downward pull" in back and the corresponding "lift" in front;

and from:

(9) Using photographs, or illustrations or other forms of representation, which exaggerate the results a woman may accomplish in altering her appearance during pregnancy, by wearing a Beau-T-Form Maternity Garment. (1-23600, July 2, 1952.)

8300. Hair Preparation—Improving Qualities.—Keystone Laboratories, Inc., a Tennessee corporation, with its office and principal place of business located in Memphis, Tenn., engaged in the business of offering for sale and selling in commerce a hair preparation designated "Long Aid," entered into an agreement that it will cease and desist from disseminating any advertisement for "Long Aid" or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That the product will promote the growth of hair, or will stop hair from falling;

(2) That the product corrects, prevents or overcomes broken hair or split hair ends or that it has any beneficial effect on these conditions except to such extent as it may relieve hair dryness and hair brittleness. (1-23921, July 2, 1952.)

8301. Reducing Qualities and Comparative Merits.—Davidson Baking Co., an Oregon corporation, with its principal place of business in Portland, Oreg., engaged in offering for sale and selling in commerce, a bread known as "Star's Bread," entered into an agreement that it will cease and desist from disseminating any advertisement for Star's Bread or any other bread of substantially the same composition or possessing substantially the same properties, which represent directly or by implication:

(1) That said Star's Bread is specially baked for a reducing diet or that its use as a part of the diet will reduce weight;

(2) That said Star's Bread is significantly lower in calories, higher in vitamin content or higher in mineral content than competing brands of bread. (1-24398, July 9, 1952.)

8302. Food Preparation—Healthful Properties.—American Processing & Sales Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., and Hawthorn-Mellody Farms Dairy, a division of American Processing & Sales Co., engaged in the business offering for sale and selling in commerce, a preparation called "Hawthorn-Mellody Yogurt," entered into an agreement that it will cease and desist from disseminating any advertisement for that preparation which represents directly or by implication:

(1) By the use of the statement "this learned man strongly directs attention to Yogurt as a food that helps preserve youth and promote longer life" or by any other means, that Hawthorn-Mellody Yogurt helps preserve youth or helps promote longer life;

(2) That said product helps correct digestive disturbances or stomach disorders, improves strength or vigor or tones up the system;

(3) By the use of the statement "Many doctors recommend Yogurt in the diet for treating constipation, ulcers, colitis, high blood pressure, intestinal flue, rheumatism and other ailments" thus impliedly representing that Hawthorn-Mellody Yogurt is effective in treating the above conditions, or by any other means, that Hawthorn-Mellody Yogurt is the effective in treating ulcers, colitis, high blood pressure, intestinal flue, rheumatism or poor appetite;

(4) That said product is effective in treating headaches, fatigue, biliousness or jumpy nerves or is an effective aid in restoring or maintaining normal digestion;

(5) That said product will properly regulate intestinal bacteria so as to result in "normal functioning and elimination" and will enable one to enjoy perfect regularity;

(6) That said product is consumed daily by America's top-flight athletes, that it will make "vast" improvement in health, energy or well-being, or that it will keep one physically fit or enable one to achieve a peak physical condition;

(7) That said product is nonfattening;

(8) That published testimonials, attributing health and other benefits to Hawthorn-Mellody Yogurt, are based on the testimonialist's actual use and personal experience with said product, to the extent that such may not be the fact. (1-23756, July 16, 1952.)

8303. Medicinal Preparation—Therapeutic Properties.—The Calotabs Co. Inc., a Georgia corporation, with its principal office and place of business located in Atlanta, Ga., engaged in the business of offering for sale and selling in commerce, a product designated "Calotabs," entered into an agreement that it will cease and desist from disseminating 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:

