

York, that they have engaged in any method, act or practice violative of law. (5520783, Mar. 27, 1956.)

8755.¹⁴ **Fur Products—False Advertising, Invoicing, and Labeling.**—Thomas & Noa Furs, Inc., a Massachusetts corporation, with its principal place of business in Lowell, Mass., and Charles Thomas, an officer thereof, are engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, stoles, capes and other articles of wearing apparel composed in whole or in part of fur.

Thomas & Noa Furs, Inc., and Charles Thomas entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, or the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce of any fur product, as the terms “fur,” “fur product” and “commerce” are defined in the Fur Products Labeling Act, they and each of them will cease and desist from:

(A) Misbranding fur products by:

(1) Failing to affix labels to fur products showing:

(a) the name or names of the animal or animals producing the fur contained in the fur product as set forth in the Fur Products Name Guide and as permitted under the Rules and Regulations;

(b) the name or other identification issued and registered by the Commission of one or more persons who manufactured such fur product for introduction into commerce, introduced it in commerce, sold it in commerce, advertised or offered it for sale in commerce, or transported or distributed it in commerce;

(c) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is a fact;

(d) that the fur product is composed in whole or in substantial part of paws, tails, bellies or waste fur, when such is a fact;

(e) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.

(2) Mingling, on labels, non-required information with required information.

(3) Setting forth required information in abbreviated form.

(B) Failing to furnish invoices to purchasers of fur products showing:

¹⁴ Rescinded May 15, 1958 with respect to all prohibitions except (A) (3), (C), (E) and (F), including all of the subsections of (F).

(1) the name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the Rules and Regulations;

(2) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(3) that the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(4) the name of the country of origin of any imported furs contained in a fur product;

(5) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.

(C) Failing to set forth on invoices the separate item number or mark assigned to each fur product for purposes of identification.

(D) Setting forth on invoices required information in abbreviated form.

(E) Failing to furnish to owners of fur products repaired, restyled or remodeled, and to which has been added used fur or fur, an invoice disclosing the information required under inhibition (B) respecting the used fur or fur added to the product.

(F) Advertising fur products in any manner or by any means where the advertisement:

(1) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to section 7 (c) of the Act;

(2) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;

(3) contains the name or names of any animal or animals other than the name or names specified in paragraph (F) (1) above;

(4) does not properly show the name of the country of origin of any imported furs or those contained in a fur product;

(5) sets forth required information in abbreviated form;

(6) represents directly or by implication that the regular or usual price or any fur product is any amount in excess of the price at which said corporation has usually and customarily sold such products in the recent regular course of the business;

(7) represents that certain fur products are being sold at cost when such is not the fact;

(8) makes pricing claims or representations of the type referred to in paragraph (F) (6) and (7) above, unless there is maintained by said corporation an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Thomas & Noa

Furs, Inc., and Charles Thomas that they have engaged in any method, act or practice violative of law. (5623408, May 1, 1956.)

8756. Rebuilt Voltage Regulators—Old as New.—Automotive Enterprises, Inc., a New Jersey corporation, with its principal office and place of business located at Newark, N. J., purchases used, discarded voltage regulators which it rebuilds by replacing worn parts and thereafter packages and labels them. It offers for sale, sells and distributes said rebuilt voltage regulators in commerce, to distributors for resale to the general public. As finished and packaged said rebuilt voltage regulators have the appearance of new articles.

Automotive Enterprises, Inc., entered into an agreement that in connection with the offering for sale, sale and distribution of the said voltage regulators, it will cease and desist from:

(a) Representing, directly or by implication, that the voltage regulators are new;

(b) Failing to conspicuously disclose that the voltage regulators have been rebuilt;

(c) Using the brand name of the original manufacturer of the voltage regulators unless in connection therewith the fact that the products have been rebuilt by Automotive Enterprises, Inc., is conspicuously disclosed.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Automotive Enterprises, Inc., that it has engaged in any method, act or practice violative of law. (5520722, May 3, 1956.)

8757. Fur Products—False Advertising, Invoicing, and Labeling.—Melville P. Steil, J. B. Simpson, Frank English, V. P. McNally and John H. Willers, are copartners trading as Arctic Fur Co., with their principal place of business located in Seattle, Wash. They are engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, stoles, scarves, and other articles of wearing apparel composed in whole or in part of fur.

Melville P. Steil, J. B. Simpson, Frank English, V. P. McNally and John H. Willers entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, or the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce of any fur product, as the terms "fur," "fur product" and "commerce" as defined in the Fur Products Labeling Act, they and each of them will cease and desist from:

- (A) Misbranding fur products by:
- (1) Using on labels attached to fur products the name of another animal in addition to the name of the animal actually producing the fur contained in the fur product;
 - (2) Failing to affix labels to fur products showing:
 - (a) the name or names of the animal or animals producing the fur contained in the fur product as set forth in the Fur Products Name Guide and as permitted under the Rules and Regulations;
 - (b) the name or other identification issued and registered by the Commission of one or more persons who manufactured such fur product for introduction into commerce, introduced it in commerce, sold it in commerce, advertised or offered it for sale in commerce, or transported or distributed it in commerce;
 - (c) that the fur product is composed in whole or in substantial part of paws, tails, bellies or waste fur, when such is a fact;
 - (d) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.
 - (3) Mingling, on labels, non-required information with required information.
 - (4) Using labels that carry required information in abbreviated form.
- (B) Failing to furnish invoices to purchasers of fur products showing:
- (1) the name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the Rules and Regulations;
 - (2) the name of the country of origin of any imported furs contained in a fur product;
 - (3) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.
- (C) Setting forth in invoices required information in abbreviated form.
- (D) Using on invoices the name or names of any animal or animals other than the name or names provided for in paragraph B (1) above.
- (E) Advertising fur products in any manner or by any means where the advertisement:
- (1) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to Section 7 (c) of the Act;
 - (2) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;
- (F) Using comparative price statements in advertisements unless there is maintained by said co-partners an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Melville P. Steil, J. B. Simpson, Frank English, V. P. McNally and John H. Willers that they have engaged in any method, act or practice violative of law. (5623252, May 3, 1956.)

8758.¹⁵ Fur Products—False Advertising, Invoicing, and Labeling.—Baskin Furs, is a Delaware corporation, with its principal place of business located in Washington, D. C. and Emanuel Baskin, Joseph Baskin and Sylvia Vogel are officers thereof. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, capes (both new and second-hand used fur), stoles, and other articles of wearing apparel composed in whole or in part of fur.

Baskin Furs, Emanuel Baskin, Joseph Baskin and Sylvia Vogel entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, or the introduction into commerce, or the transportation or distribution in commerce of any fur product, as the terms “fur,” “fur product” and “commerce” are defined in the Fur Products Labeling Act, they and each of them will cease and desist from:

(A) Misbranding fur products by:

(1) Failing to affix labels to fur products showing:

(a) the name or other identification issued and registered by the Commission of one or more persons who manufactured such product for introduction into commerce, introduced it in commerce, sold it in commerce, advertised or offered it for sale in commerce, or transported or distributed it in commerce;

(b) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act;

(2) Mingling, on labels, non-required information with required information;

(3) Using on labels attached to fur products the name of another animal in addition to the name of the animal actually producing the fur contained in the fur product;

(4) Setting forth required information in handwriting;

(5) Failing to disclose that fur products are second-hand when such is the fact;

¹⁵ Inhibitions A (1) (a), A (1) (b), A (2), B (1), B (2), C (1), C (3), C (4) and D were rescinded on May 20, 1958.

(B) Failing to furnish invoices to purchasers of fur products showing:

(1) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is a fact;

(2) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act;

(3) that the fur products are second-hand when such is the fact.

(C) Advertising fur products in any manner or by any means where the advertisement:

(1) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to section 7 (c) of the Act;

(2) does not properly show that the fur is used fur or that the fur product contains used fur, when such is the fact;

(3) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur, when such is the fact;

(4) does not show that the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(5) does not properly show the name of the country of origin of any imported furs or those contained in a fur product;

(6) does not properly disclose that the fur product is second-hand when such is a fact.

(D) Setting forth, in advertising, required information in abbreviated form.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Baskin Furs, Emanuel Baskin, Joseph Baskin and Sylvia Vogel that they have engaged in any method, act or practice violative of law. (5623398, May 3, 1956.)

8759. Juice Extractor—Health-giving Qualities, Relevant Facts, etc.—Robert D. Dodge, Harry A. Ferguson and Ida E. Ferguson, copartners trading as Acme Manufacturing Co., with their principal office and place of business located in Sierra Madre, Calif., engaged in offering for sale and selling in commerce, a device for extracting juice from fruits and vegetables designated "Acme Supreme Vegetable Juicer," entered into an agreement that each of them, in connection with the offering for sale, sale and distribution of the aforesaid product, or a similar product, will cease and desist from representing directly or by implication:

(a) That juice extracted by the product will (1) assure mental efficiency, (2) improve health, or (3) improve beauty;

(b) That juice extracted by the product will provide greater health benefits than are obtained from unprocessed vegetables or fruits;

