

## STIPULATIONS

### DIGEST OF STIPULATIONS<sup>1</sup> EFFECTED AND HANDLED THROUGH THE COMMISSION'S BUREAU OF STIPULATION<sup>2</sup>

2867.<sup>3</sup> Soaps and Dentrifice—Unique Qualities, Composition, Effectiveness, etc.—This stipulation has been amended so that it now reads:

Colgate-Palmolive-Peet Co., a Delaware corporation, and Kirkman & Son, Inc., a Delaware corporation, a wholly owned subsidiary of Colgate-Palmolive-Peet Co., engaged in the sale and distribution of soaps and toilet goods in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Colgate-Palmolive-Peet Co. and Kirkman & Son, Inc., and each of them, agreed that in connection with the sale and distribution of their products in commerce as defined by said act, they will cease and desist from representing, directly or otherwise, by assertion or by implication:

(a) That Palmolive soap contains special protective qualities all its own or not present in any other soap or soaps;

(b) That such soap "protects" the skin against the loss of natural or "youth giving" oils, or has a "protective" lather;

(c) That the use of Palmolive soap will keep the skin young or prevent "middle age" skin; or that it is efficacious in retarding the natural aging of the skin;

<sup>1</sup>The digests published herewith cover those accepted by the Commission during the period covered by this volume, namely, July 1, 1949, to June 30, 1950, inclusive. Digests of previous stipulations of this character accepted by the Commission may be found in vols. 10 to 45 of the Commission's decisions.

<sup>2</sup>Under 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.

<sup>3</sup>Amended, See 31 F. T. C. 1630.

(*d*) That Palmolive soap "thoroughly" cleanses the pores or gently removes "every trace" of dirt and cosmetics;

(*e*) That removal of dirt and cosmetics from the pores by the use of Palmolive soap will enable the skin to breathe; or by statement or inference that breathing or respiration is a function of the human skin;

(*f*) That the "natural" or "youth" oils or the fatty secretions from the sebaceous glands "feed" or "nourish" the skin; or that Palmolive soap assists in any way toward the nourishment of the skin;

(*g*) That Palmolive soap is "unique" or "utterly unlike" any other soap, or that it is essentially different from various other soaps on the market;

(*h*) That Palmolive soap was or is the "only" soap gentle enough or sufficiently pure, soothing, mild or safe for use by the Dionne quintuplets; or that no other soap made is as pure, soothing, mild, or safe;

(*i*) That the "soft, smooth complexions" of the Dionne quintuplets are directly the result of or wholly attributable to Palmolive soap;

(*j*) By oral or written statements or by depictions or illustrations, that Palmolive soap is composed wholly or in part of edible olive oil or of the grade of olive oil used for bathing new-born babies;

(*k*) By the use of the unqualified statement "Made with olive oil" as descriptive of Palmolive soap, Palmolive shave cream, or Palmolive brushless shave cream; or by representations of like import, that the oil or fat content of such products is wholly or predominantly olive oil.

(*l*) That persons purporting to be authorities, who have not professionally used and actually approved Palmolive soap or other products, and whose names appear on published testimonial letters or endorsements thereof, have inferentially or otherwise based such testimonials or opinions upon their own professional experience, use, and controlled laboratory tests;

(*m*) By the use of appellations such as "Beauty Specialists" that persons purporting, in testimonials, endorsements or otherwise, to make scientific statements regarding the skin are experts adequately equipped and qualified to render such opinion unless they actually are accredited skin specialists or dermatologists;

(*n*) That Cashmere Bouquet soap or the lather thereof will remove "every bit" of dirt and cosmetics from every pore; or in any other way asserting or implying that such soap or lather removes all dirt and cosmetics whatsoever from the pores;

(*o*) That Cashmere Bouquet soap will cause or is capable of causing the skin to become alluring, clear, or smooth in cases where such results will not be achieved by cleansing the skin;

(*p*) That the product Concentrated Super Suds destroys or removes all germs, dangerous and otherwise, that "lurk in every family wash" or are present in wearing apparel or other washable fabrics;

(*q*) That Concentrated Super Suds is the only soap which has the capacity to protect the family health from being endangered by germs depicted in accompanying microphotographs or referred to in such statements as "the above microphotos show some of the dangerous germs which Mrs. Robinson saw through the microscope—germs that were actually found in her wash," "millions of germs are present in all family washes," and "dangerous germs that unless removed, may spread serious infection;"

(*r*) That clothing or other fabrics washed in a solution of Concentrated Super Suds and water at a temperature ordinarily used for home laundering, be "Hospital Clean;" or otherwise, that such articles will be effectively sterilized or as germ-free as by hospital sterilization methods;

(*s*) That dishes washed with the product "Super Suds" require no wiping but will dry clean with no soap film adhering thereto; or that dishes washed with Super Suds require no wiping, rinsing, scalding or other operation subsequent to washing, for the purpose of removing soap or other residue therefrom;

(*t*) That Super Suds "protects your hands," or that such preparation contains any special ingredient that shields or preserves the skin;

(*u*) Unqualifiedly that the use of Colgate rapid-shave cream will obviate the necessity for shaving twice daily; that the use of such product or of Palmolive shave creams results in faster or smoother shaves than are obtainable with comparable shaving preparations;

(*v*) That Palmolive shave creams make the skin either healthier, firmer or younger; or that such preparations have therapeutic or nutritional properties affecting the skin structure;

(*w*) That "Most bad breath begins with the teeth," or that bad breath in most cases is due to or caused by improperly cleaned teeth; or that "A safe, sure way to correct bad breath is through regular use of the thorough, cleansing action provided only by the special ingredients in Colgate's dental cream;" or that the action of said preparation is certain and unfailing in removing bad breath or that it "corrects" the condition regardless of causes; or that "only" Colgate dental cream can accomplish the things claimed for it; or that such product contains "special" or "unique" ingredients for combatting bad breath or for cleansing purposes not to be found in any other dentifrice;

(*x*) That the foam produced by Colgate dental cream removes "all" decaying food deposits lodged between the teeth or in the mouth; or that the use of such product will prevent tooth decay or dental caries: *Provided*, That nothing herein contained shall be construed as an

agreement by respondent not to represent that cleansing of the teeth promptly after each ingestion of food will tend to decrease the incipience of dental caries.

(y) That "every dentist knows" that mucin plaques harden into tartar; or otherwise, that such is the unanimous opinion of the dental profession;

(z) That "Kirkman Soap Flakes keep your hands soft and white," or that such flakes "Do my hands more good than a flossy manicure;" or will soak dirt out of fabrics without rubbing or some mechanical or manual action; or that lingerie or other textiles washed with such product will keep their brand new appearance almost forever.

Colgate-Palmolive-Peet Co. and Kirkman & Son, Inc., or either of them also agreed that should they ever resume or indulge in any of the aforesaid methods, acts, or practices which they have herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondents as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondents of the methods, acts or practices herein referred to. (1-10611 Aug. 9, 1949.)

2921.<sup>4</sup> **Cosmetics—Nature, Indorsements, Competitive Products, etc.**—This stipulation has been amended so that it now reads:

Physicians Formula Cosmetics, Inc., a California corporation, engaged in the sale and distribution of cosmetics in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Physicians Formula Cosmetics, Inc., in connection with the sale and distribution of its cosmetic preparations in interstate commerce as defined by the Federal Trade Commission Act, agreed it will cease and desist from:

(a) The use of the letters "Rx" or other letters, signs, or symbols which cause or have or may have the capacity to cause the impression or belief that its cosmetic or toilet goods are in fact medicinal preparations or that each parcel is individually compounded in accordance with a specific prescription therefor;

(b) Stating that its advertising has been accepted by the Los Angeles County Medical Association when such advertising is not currently so accepted;

(c) Unqualifiedly representing that its preparations are "nonallergic," or "effective beauty aids" for the skin, or that they may be

<sup>4</sup> Amended. See 31 F. T. C. 1671.

depended upon to prevent allergic irritations or maintain healthy skin;

(*d*) Stating that "cholesterin" or any other ingredient in its cosmetic preparations "restores" or "replaces" or has capacity to restore or replace natural oils in the skin or that it effectively combats or prevents crow's feet, wrinkles, or dry skin by means of oils applied to the skin or in any other manner whatsoever;

(*e*) Representing that the ingredients in its products penetrate the skin deeply or effectively; or that its cleansing cream removes "every particle" of make-up, grime, and dirt from the skin or the pores thereof;

(*f*) Statements to the effect that cosmetic preparations containing mineral oil forms a film which seals in the dirt, causing blackheads, whiteheads, and enlarged pores; or other statements which constitute unwarranted disparagement of competitive products;

(*g*) Representing that "Physicians Formula Deodorant is an absolute necessity," or "unqualifiedly that modern women's skins require stimulation";

(*h*) Representations which import or imply that its product designated "Facial Masque" or its product heretofore designated "Tissue Cream" can be depended or relied upon to clear up blackheads, whiteheads, or enlarged pores, or keep the skin youthful or free from lines;

(*i*) Denominating, describing, or referring to any cosmetic product as a tissue cream, or otherwise by statement or inference representing that such preparation externally applied has of itself any beneficial effect upon the tissues or cell-structure of the skin;

(*j*) Statements such as "Mothers who are interested in the health of their adolescent daughters should insist that they use only Physicians Formula Cosmetics" or similar presentations having the capacity or tendency to convey the impression or belief that competitive cosmetic preparations contain ingredients injurious to the health or that only preparations offered for sale and sold by it may be safely used by adolescents.

Physicians Formula Cosmetics, Inc., also agreed that should it ever resume or indulge in any of the aforesaid methods, acts or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to. (1-13364, Mar. 1, 1950.)

3433.<sup>5</sup> **Caskets—Qualities, Properties or Results.**—This stipulation has been amended, so that it now reads:

Batesville Casket Co., a corporation, engaged in the business of manufacturing burial devices, including a metal casket called "Monoseal" which it has sold in interstate commerce, in competition with other corporations and with individuals, firms, and partnerships likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Batesville Casket Co., in connection with the offering for sale, sale, or distribution of its "Monoseal" casket in commerce, as commerce is defined by the Federal Trade Commission Act, agreed to cease and desist forthwith from stating or representing in its advertisements and advertising matter of whatever kind or description, or in any other way, that the said casket will remain in such condition after burial as to afford or assure permanent protection or absolute security to the body encased therein "for centuries" or for any other stated period of time.

Batesville Casket Co. also agreed that should it ever resume or indulge in any of the aforesaid methods, acts, or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to.

It is further stipulated and agreed that as thus amended, all of the terms and provisions of said Stipulation No. 3433 shall remain in full force and effect. (1-16166, June 29, 1950.)

3894.<sup>6</sup> **Sheets and Pillow Cases—"Certified" and "guaranteed."**—This stipulation has been amended, so that it now reads:

Lamport Co., Inc., a New York corporation with its place of business in New York, N. Y., engaged in the sale and distribution of textile products, including sheets and pillowcases, in interstate commerce, in competition with corporations, firms, and individuals likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

Lamport Co., Inc., in connection with the sale and distribution of its textile products in commerce as defined by the Federal Trade Commission Act, agreed that it will forthwith cease and desist from:

(1) Using the word "Certified" or other word or words of like meaning on its products except under the following conditions,

<sup>5</sup> Amended. See 34 F. T. C. 1660.

<sup>6</sup> Amended. See 39 F. T. C. 606.

- (a) The identity of the certifier be clearly and plainly disclosed,
- (b) The certifier be qualified and competent to know what has been certified is true,
- (c) If the certifier is some one other than the seller, any connection between the certifier and the seller be clearly shown.

(2) Representing, by the use of the word "guaranteed" or other word or words of like meaning in its advertising material or otherwise, that a product is guaranteed unless, whenever used, clear and unequivocal disclosure be made in direct connect therewith of exactly what is offered by way of security as, for example, refund of purchase price.

It is further stipulated and agreed that the aforesaid amendment shall be effective as of the date of the approval thereof by the Federal Trade Commission.

Lamport Co., Inc., also agreed should it ever resume or indulge in any of the aforesaid methods, acts, or practices which it has herein agreed to discontinue, or in the event the Commission should issue its complaint and institute formal proceedings against the respondent as provided herein, this stipulation as to the facts and agreement to cease and desist, if relevant, may be received in such proceedings as evidence of the prior use by the respondent of the methods, acts, or practices herein referred to. (1-18873, May 1, 1950.)

4087.<sup>7</sup> **Cosmetics—Doctors' Recommendation.**—This stipulation has been amended so that it now reads:

C. W. Beggs Sons & Co., an Illinois corporation with place of business at Chicago, Ill., also operated under the trade names Marcelle Cosmetics and Marcelle Hypo-Allergenic Cosmetics, engaged in the sale and distribution of a line of cosmetics under the trade or brand designation "Marcelle" in interstate commerce, in competition with corporations, firms, and individuals likewise engaged, entered into the following agreement to cease and desist from the alleged unfair methods of competition in commerce as set forth therein.

C. W. Beggs Sons & Co., whether trading under its own name, as Marcelle Cosmetics, Marcelle Hypo-Allergenic Cosmetics, or by any other designation or style, in connection with the sale and distribution of its commodities in commerce as defined by the Federal Trade Commission Act, or the advertising thereof by the means or in the manner above set forth, agreed that it will forthwith cease and desist from representing:

That thousands of doctors have prescribed Marcelle Hypo-Allergenic Cosmetics, or that any numbers in excess of the true total thereof have so approved or recommended the same.

<sup>7</sup> Amended. See 40 F. T. C. 817.

