

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

Policy" insures the devices against all service expense incident to the maintenance thereof during the purchaser's lifetime; provided, however, that this inhibition does not proscribe the use of the trade name "Lifetime" if such trade name, whenever used, is accompanied by a statement, equally conspicuous, to the effect that component parts of said devices may become defective and that replacement thereof after one year has expired will be made only at the expense of the purchaser;

(2) That a greater overall economy is effected by purchasing said devices than by purchasing a competitive device at a price of \$75 or any approximation thereof;

(3) That by using said devices in lieu of competitive devices, purchasers will effect a saving in battery costs comparable to the purchase price of the devices;

(4) That the battery expense incident to the normal operation of said devices is any definitely stated amount per month or any definitely stated percentage less than that of competitive devices, when such definitely stated amount or percentage is not consistent with the facts;

(5) That the four tube Microtone Lifetime is the most powerful 22-volt instrument on the market today;

(6) Through the use of such words, terms and phrases as "hide your deafness," "no one need know you wear a hearing aid," "no button in the ear to spoil your secret," "no one need know you're hard of hearing," "practically invisible," "unnoticed even by closest friends," "even your most intimate friends need not know you're hard of hearing," "hear in secret," or otherwise, that any device which is not completely concealed when worn by any user, is invisible or cannot be seen;

(7) Through the use of the phrase "no button in the ear" or otherwise, that any of their hearing aid devices which employ an ear mold or a tube include nothing worn in or leading to the ear;

(8) By failure to reveal pertinent facts, that their hearing aid devices are less noticeable than is actually the fact;

(9) That their hearing aid devices require less equipment than all parts essential to the functioning thereof;

(10) That the user of the said devices will have satisfactory hearing within a time less than is actually required to become habituated to their use;

(11) Through pictorial representations or otherwise, that the said devices, as used, can be worn without being visible unless the circumstances under which they can be so worn are clearly revealed. (1-20660, May 6, 1952.)

8270. Nylon Yard Goods—Government Source, Quality, and Prices.—Defender Textile Corp., a New York corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, nylon yard goods, nylon and silk parachutes and plastic auto covers, entered into an agreement

in connection with the offering for sale, sale and distribution thereof, it will cease and desist from:

(1) Using the name of the United States Government or any agency thereof in connection with the advertising or sale of nylon or any other fabric material which has not been procured from the United States Government, or the indicated agency thereof, unless such merchandise has been produced for the United States Government and unless the character of the merchandise, including the facts as to whether such articles constitute seconds, defective merchandise which has been rejected due to departures from Government specifications, or merchandise not accepted for other reasons by the Government, when such is the case, is conspicuously disclosed in immediate conjunction therewith;

(2) Using the name of the United States Government or any agency thereof in connection with the advertising or sale of any old, used, or secondhand parachutes which have been procured from the United States Government, or the indicated agency thereof, unless the character and condition of the merchandise, including the facts as to whether such articles constitute overage, used, condemned, scrap, or salvaged material, or merchandise otherwise found unfit for Government use, when such is the case, is conspicuously disclosed in immediate conjunction therewith;

(3) Representing as a customary or usual price of merchandise any price or value which is in fact in excess of the price at which such merchandise is usually and customarily sold by proposed respondent in the regular and normal course of business; or representing as a sale, special or reduced price any price which is in fact the price at which the merchandise in question is usually and customarily sold by proposed respondent in the regular and normal course of business. (1-24247, May 6, 1952.)

8271. **Woolen Stocks—Misbranding as to Wool Content.**—United Waste Co., Inc., is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its office and principal place of business located in East Dedham, Mass. Walter Gruken, Benjamin Seigel, and Israel Appleman are officers of the corporation and as such manage and control its affairs and policies. The corporation buys rags, clips and various other wastes composed of wool, rayon, cotton, nylon and silk, garnets and blends them into stock and sells the resulting products to mills throughout the country. The said corporation and individuals are engaged in the offering for sale, sale and distribution in commerce of woolen stocks, and causing the same, when sold, to be shipped from their place of business in Massachusetts into and through various other States of the United States to purchasers located in said other States.

Said woolen stocks were wool products, as the term "wool products" is defined in the Wool Products Labeling Act of 1939, being composed in whole or in part of wool, reprocessed wool or reused wool, as those terms are defined in the said Wool Products Labeling Act of 1939, and were subject to the provisions of said act and the rules and regulations promulgated thereunder.

In connection with and in the course of the sale, distribution and transportation of the aforesaid woolen stocks, said corporation and individuals in the year 1951 attached or caused to be attached to a quantity of woolen stocks which was composed of approximately 34 percent wool and 66 percent rayon, tags representing such wool products to be 50 percent wool and 50 percent rayon in violation of the provisions of the Wool Products Labeling Act of 1939. The information on these tags was based on results obtained by the so-called caustic soda boilout test, a testing method in general use throughout the industry. Because certain fibers other than wool are dissolved in whole or in part by caustic soda, the use of this test indicates a greater wool content than is actually present. When such a fact was brought to the attention of the respondents herein, steps were immediately taken by them to correct the faulty testing procedures in order to insure that their products are properly labeled as to wool content.

United Waste Co., Inc., and Walter Gruken, Benjamin Seigel, and Israel Appleman entered into an agreement in connection with the offering for sale, sale, transportation, delivery for transportation or distribution in commerce as "commerce" is defined in the Wool Products Labeling Act of 1939 of wool stocks, or any other wool products within the meaning of said act, they and each of them will forthwith 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 or to place on such products a stamp, tag, 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 percentage 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. (1-24190, May 1, 1952.)

8272. Germicidal Product—Effectiveness, etc.—E. Roy Knoppel, an individual trading as Knott Manufacturing Co., with his principal of-

office and place of business located in Philadelphia, Pa., engaged in offering for sale and selling in commerce, a product designated "White Cap Pine Oil," entered into an agreement in connection with the offering for sale, sale and distribution of said product, he will cease and desist from disseminating any advertisement in regard thereto which represents directly or by implication:

(a) That the product will completely remove offensive or unpleasant odors;

(b) That the use of the product alone is effective in protecting or safeguarding health;

(c) That the product will kill all pathogenic organisms or any pus forming organism;

(d) That the product will rid premises of cold germs or other germs;

(e) That the product is effective in the prevention of germs, pneumonia, colds or influenza;

(f) That the product is effective in removing grease from drain pipes;

(g) That the product is a new or a different product. (1-24240, May 1, 1952.)

8273. **Flexible Glass Substitutes—Qualities.**—Edward Warp and Margaret Warp, copartners doing business under the trade name Sol-O-Lite Manufacturing 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, flexible glass substitutes designated "Sol-O-Lite," "Glaz-Fabrik," "Nu-V-Glass" and "Glaz-Screen" entered into an agreement to cease and desist from disseminating or causing to be disseminated, any advertisement for Sol-O-Lite products or any other products of substantially the same composition, which represents directly or by implication:

(1) That such materials:

(a) are weatherproof, waterproof and vermin-proof;

(b) will not crack, break or chip;

(c) when used as a covering for plants, will result in the earlier maturity of such plants;

(d) will prevent rickets or other diseases, or will result in increased egg production or earlier maturity of chicks, unless such results are clearly and expressly limited to situations where a vitamin D deficiency exists and where such deficiency is adequately compensated for by the ultraviolet rays transmitted by said products;

(2) That Sol-O-Lite—

(a) holds heat in and cold out better than ordinary glass;

(b) is endorsed by leading agricultural colleges;

(3) That Nu-V-Glass—

- (a) is as clear as ordinary window glass;
- (b) permits a higher transmittance of ultraviolet rays than any similar product; and
- (4) That the 14 x 14 mesh Glaz-Screen transmits as much as 60 percent of solar ultraviolet radiation or any other amount of ultraviolet radiation not in accordance with the facts. (1-23006, May 1, 1952.)

8274. Bicycles, etc.—Order Conformance.—Standard Cycle Co., 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, bicycles and bicycle supplies and tricycles, including various accessory and repair parts, entered into an agreement in connection with the offering for sale, sale and distribution of its merchandise, it will cease and desist from:

Shipping any merchandise not identical in all respects with the merchandise ordered by any customer, except with the consent of such customer; provided, however, that this shall not be construed as an agreement not to ship, subject to the approval of the customer, other merchandise of equal grade and price when the merchandise ordered is unavailable and the customer has been placed on notice clearly and specifically that the Standard Cycle Co., Inc., reserves the right to ship such substitute merchandise unless the customer specifies otherwise and the customer has not so specified. (1-24006, May 13, 1952.)

8275. Vitamin Preparation—Therapeutic and Health Qualities.—Dwarfies Corp., an Iowa corporation, with its principal office and place of business located in Council Bluffs, Iowa, engaged in the business of offering for sale and selling in commerce, a vitamin preparation designated "Dwarfies 10 Vitamins," entered into an agreement in connection with the offering for sale, sale and distribution, of that preparation, or any other preparation of the same or similar composition, it will cease and desist from representing, directly or impliedly:

(1) That the said preparation contains all of the vitamins required in human nutrition or that all of the vitamins in the said preparation are known to be essential to human well-being;

(2) That use of the said preparation will:

- (a) be of any value in the prevention or correction of foot disorders;
- (b) beneficially affect the condition known as arthritis;
- (c) beneficially affect the condition known as undernourishment; or
- (d) beneficially affect the incidence or duration of common colds or increase resistance to infection.

(3) That use of the said preparation will correct symptoms or conditions such as fatigue, exhaustion, poor digestion, nervousness, nervous disorders, irritability, insomnia, "aches or pains," weakness, loss of pep or energy, night blindness or poor appetite.

(4) That conditions or symptoms known as "skin defects," "poor complexion," "eye troubles," "faulty vision," "poor digestion," "poor eyesight," "nervousness," "bad teeth," "irregularity," "loss of appetite" or "fatigue" are frequently or commonly due to vitamin deficiency or that use of the said preparation will avert the development of such conditions or symptoms.

(5) That vigor, vitality, increased energy, resistance or a feeling of general good health will result from the use of the said preparation.

(6) That the said preparation is effective in correcting any vitamin deficiency symptoms except those due solely to lack of sufficient vitamin D.

Dwarfies Corp. also agreed that it will cease and desist:

By use of phrases such as "a majority of Americans are said to be undernourished because they do not get enough of the various vitamins * * *," "* * * three out of four people need extra vitamins * * *" or in any other manner from exaggerating the frequency of occurrence of vitamin deficiency or the necessity for the use of the said preparation. (1-22110, May 15, 1952.)

8276. "Silver-Plating" Product—Effectiveness, Operation, etc.—Silvaplate Corp., a New York corporation, with its principal place of business in New York, N. Y., and its officers, Alan L. Grey and Joan G. Grey, copartners, doing business under the firm names, Little Grey Fixit Shop, Little Grey Gift Shop and Orange Manufacturing Co., with their place of business in New York, N. Y., are engaged in the offering for sale, sale and distribution in commerce, of two products designated "Silvaplate" and "Wonder Silver Plate."

Prior to approximately the first of the year 1950, the said corporation and copartners engaged in the offering for sale, sale and distribution of a product known as "Quadruple Silvaplate" which contained silver cynaide. At that time the said product was discontinued but the name "Quadruple Silvaplate" was continued in use for several months as a brand name for the product above referred to as Silvaplate.

Silvaplate Corp., a corporation, and Alan L. Grey and Joan G. Grey, individually and as officers thereof, and as copartners trading as Little Grey Fixit Shop, Little Grey Gift Shop and Orange Manufacturing Co., entered into an agreement in connection with the offering for sale, sale and distribution of their products designated "Quadruple Silvaplate," "Silvaplate" and "Wonder Silver Plate" or any other products of the same or substantially the same composition, they and each of them will cease and desist from representing directly or by implication:

(a) That such products preserve or restore Sheffield or similar plated ware;

