

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:

- (a) That the product is effective in promoting the flow of bile;
- (b) That the product will relieve gastritis or faulty digestion or any of their symptoms;
- (c) That the product is a corrective for any condition;
- (d) That the product has any effect on constipation except to relieve that condition;
- (e) That the product has a beneficial effect on migraine;
- (f) That the product is effective in the treatment or prevention of putrefaction, fermentation, "self-poisoning" or intestinal toxemia;
- (g) That the product has a beneficial effect on unpleasant breath, loss of taste, headache, heartburn, gas, dizzy spells of belching except to relieve those conditions when they are due to constipation;
- (h) That the product is a competent or effective treatment for "biliousness" when such term is used to imply a disorder in the secretion or flow of bile; provided, however, that this shall not be construed as preventing claims for the relief of biliousness when clearly limited to the popular meaning for such term as descriptive of symptoms of constipation. (1-7134, July 16, 1952.)

8304. **Medicinal Preparation—Relieving Qualities.**—Dacus Drug Co., Inc., a Missouri corporation, with its office and principal place of business located in Portageville, Mo., engaged in the business of offering for sale and selling in commerce, a drug preparation for the alleviation of the symptoms of a cold designated "Zero-10," 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 implications that the product opens clogged nasal passages, or reduces stuffiness in the head and nose. (1-23924, July 23, 1952.)

8305. **Hair and Scalp Preparation—Beneficial and Therapeutic Properties.**—Sulfur-8 Chemical Co., Inc., a New York corporation, with its principal office and place of business located in Brooklyn, N. Y., and George Gottesman, president of the corporation, engaged in the business of offering for sale and selling in commerce, a product designated "Sulfur-8 Hair and Scalp Conditioner," entered into an agreement that they 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 will keep the hair and scalp healthy;
- (b) That the product has a beneficial effect on tetter or that it will keep one free of dandruff;

(c) That the product will overcome brittle hair, breaking off of hair, or frizzy, split hair ends or that it has any beneficial effect thereon except to such extent as it may relieve hair dryness and hair brittleness;

(d) That the product is an effective treatment for sore scalp due to hot irons or other harsh treatments;

(e) That the product will (1) prevent the loss of hair (2) aid one to regain longer hair or (3) have a beneficial effect on the growth of hair;

(f) That the product has a beneficial effect on the cause of hair and scalp troubles;

(g) That the product has a healing action. (1-23278, Aug. 6, 1952.)

8306. **Bread—Comparative Merits, Unique Nature and Relevant Facts.**—Silver Loaf Baking Co., a Washington corporation, with its principal place of business located in Spokane, Wash., engaged in the business of offering for sale and selling in commerce, Silver Loaf Bread, entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product which represents directly or by implication:

(1) That its bread contains more vitamins and minerals, or a greater amount of any particular vitamin or mineral, than any other bread;

(2) That its bread gives more body building nourishment than any other bread;

(3) That the extra vitamins and minerals in its bread are needed for better health, produce better complexions or a smoother, more beautiful skin, or contribute to the health except to the extent that they may contribute to the prevention of the development of those conditions which may be due to deficiencies of such vitamins and minerals. (1-24228, Aug. 26, 1952.)

8307. **Cosmetic—Effectiveness, Comparative Merits and Unique Nature.**—Cooltan, Inc., a New York corporation, with its principal place of business located in New York, N. Y., and Terence J. O'Shee, president of said corporation, engaged in the business of offering for sale and selling in commerce, a cosmetic designated Cooltan, entered into an agreement that they will cease and desist from disseminating or causing to be disseminated, any advertisement for a sun tan cream now designated Cooltan which represents directly or by implication:

(1) That said product has any effect on the length of time a tan lasts;

(2) That said product prevents freckles while permitting one to acquire a deep tan;

(3) That said product is a unique or new kind of sun tan cream or allows a tanning action faster than that of other products used for the same purpose:

(4) That the use of said product enables persons who otherwise do not tan to acquire a tan;

(5) That the use of said product can be relied upon to permit a deep tanning within an exposure period of two hours or any other period of time not in accordance with the facts. 1-24359, Aug. 28, 1952.)

8308. **Shoes—Health Features.**—The Gilbert Shoe Co., a Wisconsin corporation, with its principal place of business located in Thiensville, Wis., engaged in the business of offering for sale and selling in commerce, shoes designated “Kali-sten-iks,” entered into an agreement that in connection with the offering for sale, sale and distribution of the shoes, it will cease and desist from representing directly or by implication:

(a) That Keli-sten-iks shoes or Kali-sten-iks Madam-ettes shoes (1) are affirmatively conducive to the health of the feet (2) keep the feet healthy or (3) help keep the feet healthy;

(b) That Kali-sten-iks shoes (1) contain health features (2) provide natural suspension (3) correctly guide a baby’s first steps (4) contribute to the development of foot muscles (5) eliminate jars or (6) assure comfort;

(c) That Kali-sten-iks Madam-ettes shoes (1) provide perfect weight distribution (2) distribute weight evenly or scientifically (3) provide natural body balance (4) prevent strain (5) eliminate foot fatigue (6) cause the wearer to have correct posture or have any significant beneficial effect on posture or (7) through use of “3-point suspension arch” or otherwise that the shoes have a built-in arch or an arch support. (1-24016, Aug. 9, 1952.)

8309. **Rosin Plasticizer—Comparative Merits, Effectiveness and Economizing Qualities.**—Blue Magic, Inc., a Pennsylvania corporation, with its principal place of business located in Ardmore, Pa., engaged in the business of offering for sale and selling in commerce, a rosin plasticizer designated “Dura-Starch,” entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from disseminating any advertisement in regard thereto which represents directly or by implication:

(1) That said product contains more solids than any other starching preparations;

(2) That said product penetrates the individual threads or fibers of clothes;

(3) That garments treated with said product will stay clean longer, are crisper, or resist wilting better than when starched with ordinary, or corn starches;

(4) That the use of said product can be relied upon to double the life of fabrics or to increase the wearing life of fabric by any definite length of time. (1-23130, Sept. 9, 1952.)

8310. **Medicinal Product—Safety.**—Charles Raymond & Co., Inc., a New Jersey corporation, with its principal office and place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a drug product designated "Parasma," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that drug product, or any other product of substantially similar composition or possessing substantially similar properties, which fails to clearly and conspicuously reveal that the taker shall "follow the label" and "avoid excessive use." (1-24137, Sept. 9, 1952.)

8311. **Drug and Cosmetic Preparations—Therapeutic and Germicidal Properties.**—Dornol Products, Inc., 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 drug and cosmetic preparations designated "Dornol Skin Detergent" and "Dornol Creme," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for preparations now designated Dornol Skin Detergent and Dornol Creme or any other preparations of substantially the same compositions or possessing substantially the same properties, which represents directly or by implication:

- (1) That the products prevent or cure pimples or acne;
- (2) That the products have any effect on blackheads other than facilitating the mechanical removal thereof through softening the hard deposits near the skin;
- (3) That the products prevent or remove skin blemishes;
- (4) That the products penetrate or cleanse the pores;
- (5) That the products kill infectious bacteria associated with pimples. (1-23923, Sept. 30, 1952.)

8376.* **Athlete's Foot Preparation—Comparative Merits, Unique Nature and Effectiveness.**—Leon Tuholske, an individual trading as T-X Pharmacal Co., with his principal place of business located in Akron, Ohio, engaged in the business of offering for sale and selling in commerce a medicinal preparation for athlete's foot designated "T-X," entered into an agreement that he will 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 represents directly or by implication:

- (1) That T-X
 - (a) Has been effective when all other remedies have failed;
 - (b) Is different from any other remedy for athlete's foot;
 - (c) Affords faster relief than any competing product;

* Nos. 8312-8375, inclusive, not used because of necessary statistical adjustment.

- (d) Is effective for all fungus infections;
- (e) Penetrates the tissues and kills the core of infection;
- (f) Produces a healing action.

(2) That the product is faster acting than is the fact. (1-24472, Oct. 7, 1952.)

8377. **Binoculars, Telescopes, etc.—Dealer Being Manufacturer and Corporation; Foreign Origin, Prices, Government License, etc.**—D. P. Bushnell, an individual trading as D. P. Bushnell & Co., Granada Import Co. and Bushnell Importers, with his principal place of business located in Pasadena, Calif., engaged in offering for sale and selling in commerce binoculars, telescopes and allied products, entered into an agreement, in connection with the offering for sale, sale and distribution of these products, he will cease and desist from:

(a) Representing (1) that the business is that of a corporation when such is not a fact; (2) that he owns, operates or controls a factory when such is not a fact; (3) that he is a manufacturer when such is not a fact; (4) that he has any number of years of experience in the field other than the actual number thereof;

(b) Failing to clearly disclose in advertising soliciting orders for the products, in advertising material furnished in response to inquiries regarding the products, or otherwise, that the products are of Japanese or other foreign origin; provided, however, that this shall not be construed as an agreement to make such disclosure in advertisements in which D. P. Bushnell merely offers to furnish a booklet now designated "How To Select Binoculars" and other sales literature, so long as clear and conspicuous disclosure of such Japanese or other foreign origin of the products is made in said booklet and other sales literature;

(c) Representing (1) any product of foreign design as being of American design; (2) any product of one foreign country as being that of another foreign country; (3) any product engineered by persons of one country as being engineered by persons of another country;

(d) Exaggerating the value of products or representing the standard price of products as being a reduced price;

(e) Representing the products as being manufactured under license or approval of the Government or as being used by any branch thereof;

(f) Representing (1) any product as dust- or moisture-proof when such is not a fact; (2) directly or inferentially that all lenses in any of the products are coated when some lenses are not coated.

It is understood that if D. P. Bushnell should at any future date believe that this stipulation should be amended, he may advise the Federal Trade Commission of the reasons therefor and request that the Federal Trade Commission consider amending this stipulation. (1-23749, Oct. 9, 1952.)

8378.⁷ **Bulbs, Plants and Roots—Quality, Special Offers, Prices, Free Goods, etc.**—Michigan Bulb Co. is a Michigan corporation, with its principal office and place of business located in Grand Rapids, Mich., engaged in the business of offering for sale and selling in commerce, bulbs, plants and roots. It conducts business under its own name and under the name Flower-of-the-Month Club, with an office in Holland, Mich., it operates under the trade names Holland Bulb Co. and Dutch Bulb Importers.

Forrest Laug and Gerald Laug, individually and as officers and principal stockholders of Michigan Bulb Co., formulate, direct, and control the acts, policies and practices of said corporation in the conduct of its business.

Nelson J. McMahon and Edward H. Larson, copartners operating an advertising agency under the firm name O'Neil, Larson, and McMahon, with their place of business in the city of Chicago, Ill., prepare and place advertising for Michigan Bulb Co.

Michigan Bulb Co., Forrest Laug and Gerald Laug, individually and as officers thereof, Nelson J. McMahon and Edward H. Larson entered into an agreement that in connection with the offering for sale of immature bulbs or bulblets, they and each of them will cease and desist from:

(1) Representing directly or by implication that such stock is fully mature, has reached blooming age and size, and will produce blooms the flowering season following planting;

(2) Failing to make clear disclosure of the immaturity of bulbs or bulblets and of the time and care required to bring them to full blooming age and size;

(3) Representing directly or by implication that such products are choice bulbs, that they are from the finest gardens or that they are selected by experts, or otherwise representing that they are select quality;

It is further agreed by the aforesaid parties, with respect to any bulbs grown in Holland but which do not meet the requirements of the Dutch Government's specifications for exportation to the United States, that they and each of them will forthwith cease and desist from:

(4) Representing directly or by implication that such bulbs are Holland bulbs, unless it is clearly disclosed that they do not meet the Dutch Government's specifications for exportation to the United States;

It is further agreed by the aforesaid parties with respect to any bulbs, that they and each of them will forthwith cease and desist:

⁷ Supplemental. See stipulation 7929, 46 F. T. C. 1204.

(5) From using the trade name "Holland Bulb Co." in the offering for sale or sale of any bulbs not grown in Holland, unless accompanied by a clear disclosure of the actual source of the bulbs;

(6) From representing directly or by implication that any offer is special or features a reduced price when in fact it is a regular and customary offer:

(7) From using the word "free," or any other word or words of similar import or meaning, to designate or describe any article which is not in fact a gift or gratuity or is not given to the recipient thereof without requiring the purchase of other merchandise;

It is further agreed by Michigan Bulb Co. and by Forrest Laug and Gerald Laug, individually and as officers thereof, that in connection with the filling of orders they and each of them will forthwith cease and desist:

(8) From substituting merchandise not identical in all respects with that ordered, except with the consent of the customer.

This stipulation is supplemental to Stipulation No. 7929, with the said Michigan Bulb Co. and Forrest Laug and Gerald Laug, approved by the Federal Trade Commission October 21, 1949. (1-19292, Oct. 9, 1952.)

8379. Woolen Piece Goods—Misbranding.—Cascade Woolen Mill, Inc., is a Maine corporation, with its principal place of business located at Oakland, Maine; K. C. Tipper, William R. Tipper, F. W. Tipper, and F. H. Collins, are officers thereof, and as such, manage and control its affairs and policies. The corporation purchases fibers from various sources and blands, cards, spins, weaves and finishes the stock into yard and piece goods. The said corporation and individuals are engaged in offering for sale, sale and distribution in commerce, of woolen piece goods.

Said woolen piece goods were wool products, as the term "wool product" 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 piece goods in commerce, said corporation and individuals in the year 1951 attached or caused to be attached to a quantity of woolen piece goods which was composed of approximately 38 percent wool and 62 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 misbranding was caused by the failure to properly test incoming woolen stock and the finished product before it was shipped.

