

IN THE MATTER OF
SANITARY FEATHER & DOWN CO., INC., ET AL.
ORDER, OPINION, ETC., IN REGARD TO THE ALLEGED VIOLATION OF
THE FEDERAL TRADE COMMISSION ACT

Docket 6208. Complaint, Mar. 27, 1954—Decision, June 30, 1955

Order requiring a manufacturer in Brooklyn, N. Y., to cease misrepresenting the feather and down content of its pillows on labels affixed thereto or otherwise.

Mr. Ames W. Williams for the Commission.

Mr. Selig Kaplan, of Brooklyn, N. Y., for respondents.

INITIAL DECISION BY J. EARL COX, HEARING EXAMINER

The complaint charges that the respondents have violated the provisions of the Federal Trade Commission Act by misrepresenting the contents of feather pillows which they manufacture and distribute in commerce.

After the filing of an answer, hearings were held, in which testimony and other evidence was presented, duly recorded and filed in the office of the Commission. By stipulation all the evidence in the companion feather cases was made a part of the record in this case, except so far as such evidence relates exclusively to the identification, contents and analyses of the feather samples in each of those cases.¹ Proposed findings of fact, conclusions and order have been submitted by counsel. On the basis of the entire record, the following findings of fact are made:

1. Respondent Sanitary Feather & Down Co., Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 409-423 Willoughby Avenue, Brooklyn, New York. Respondents Martin Braff, Joe Braff, Philip Kestenbaum and Stanford W. Braff are the officers of said corporate respondent. Their address is the same as that of the corporate respondent. These individuals direct and dominate the policies, acts, practices and business affairs of said corporate respondent, including the acts and practices hereinafter set out.

¹The companion feather cases are: Docket 6132, National Feather & Down Company; Docket 6133, The L. Buchman Co., Inc., et al.; Docket 6134, Burton-Dixie Corp., et al.; Docket 6135, N. Sumergrade & Sons, et al.; Docket 6137, Northern Feather Works, Inc., et al.; Docket 6161, The Salisbury Co., et al.; Docket 6188, Globe Feather & Down Co., et al.; and Docket 6208, Sanitary Feather & Down Co., Inc., et al.

Decision

2. Respondents are now, and for more than one year last past have been, engaged in the manufacture of feather pillows and other feather and down products, which they sell to dealers for resale to the general public, and have caused and now cause their said products, when sold, to be transported from their place of business to purchasers thereof located in various other States of the United States.

Respondents maintain, and at all times mentioned herein have maintained, a course of trade in said down and feather products, in commerce, among and between the various States of the United States.

3. In the course and conduct of their aforesaid business, respondents are now, and have been, in substantial competition in commerce with other partnerships and with corporations, firms and individuals engaged in the sale and distribution of feather and down products, including pillows.

4. In the course and conduct of their aforesaid business, respondents have caused labels to be affixed to certain of their pillows purporting to state and set out the kinds or types and proportions of filling materials contained therein, and have made representations with respect to their pillows designated "Sanitary Sleepwell Pillows," as follows:

ALL NEW MATERIAL consisting of down.

5. Through the use of the aforesaid statements, respondents have represented that the filling material in said pillows is composed entirely of new down.

6. Two pillows designated "Sanitary Sleepwell Pillows" were procured by a representative of the Commission at the same time from the same retail dealer, and were introduced in evidence. The contents of these pillows were analyzed by an expert for the Commission and by an expert for the respondents. The analyses made by the Commission's expert showed as follows:

	Pillow 1 (by weight)	Pillow 2 (by weight)	Computed average
	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>
Down.....	78.0	76.7	77.35
Feathers.....	18.8	21.1	19.95
Feather fibers.....	2.4	1.4	1.9
Pith and scale.....	.8	.8	.8
	<i>Grams</i>	<i>Grams</i>	
Amount analyzed.....	3.403	3.217	
By the respondents' expert:			
Down and down fiber.....	<i>Percent</i> 90.00	<i>Percent</i> 84.0	87.0

7. In determining whether or not the representations as to the pillow contents are false within the meaning of the Act, it is helpful

to have an understanding of the manufacturing methods used in the feather industry.

(1) In general, three sources of feather supplies are or have been available:

(a) *The American Source*

First, there are the domestic feathers, which ordinarily are properly labeled, but are not available in sufficient quantities to meet the industry's requirements.

(b) *The European Source*

Second, there is the European source of supply from which feathers are procured, but from this source it is impossible to get unadulterated, new stock, because of a common practice of mixing second-hand feathers with new. European feathers are purchased on the basis of samples, and each manufacturer must judge from these samples the quality and type of feathers available to him.

(c) *The Oriental Source*

The third source is the Orient, from which adequate supplies may be had; but in the Orient there is no careful sorting, and a bale of feathers purchased as goose feathers may contain substantial quantities of duck or chicken feathers. These feathers are usually purchased through importers and commission merchants who submit offers to manufacturers. A typical offer will show as available for purchase by respondents or other pillow manufacturers 100 bales of 200 pounds each at 90¢ per pound, the feathers being Formosan grey goose feathers, 90% clean, maximum 20% duck feathers, 5% chicken feathers, 3% quills, minimum 30% down. Oriental feathers are purchased on the basis of these representations, without sampling.

(2) After raw feathers are procured by the manufacturer they are thoroughly washed, dried and fluffed up. Then they are sorted by means of a machine which separates the various constituents of the feather bulk by a blowing or suction process. The feathers are put through the sorting machine in lots of fifty pounds. The down, being lighter, is more readily blown over the baffle in the sorting machine, and passes into its particular bin or container. Then follow the downy-type feathers, and the various other feathers, in appropriate classifications according to weight or specific gravity, each into a specially prepared container. By this process it is reasonably practical to segregate a high percentage of down, but in down, as in the

other classifications, there are always some feathers which are inappropriate to the particular classification. In the down-type feather receptacle will be some pure down and some heavier-type feathers. Similar discrepancies will occur in each of the other classifications. It is impossible to separate feathers according to type of fowl or to remove inferior or second-hand feathers. The only possible separations are those which can be obtained by the application of the principles of specific gravity. Feathers of the same degree of lightness will go over the baffle at the same time, irrespective of the kind of fowl from which they may have been plucked, or whether they are new or used.

(3) The down and feathers thus sorted and placed in separate containers have no uniformity or homogeneity; the heavier feathers will be at the bottom, the down at the top of each container. Although there be a vigorous agitation of the feathers and down in a storage bin, the resulting mixture will at no time be of uniform content throughout, and no mixture of feathers and down is or will remain uniform or constant throughout its bulk. When a pillow order is to be made up, the manufacturer puts into the filling bin the number of bags of each type of feather requisite to obtain the desired mixture. The filling bins usually are approximately 5 x 10 x 12 feet in size, and hold up to 350 or 400 pounds of feathers. Two or three hundred pairs of pillows may be filled out of one mixture, and it is not unusual for a manufacturer to fill from twelve to fourteen hundred pairs of pillows during a day.

(4) During the filling process, the feathers are agitated by means of wooden forks, and the pillows are filled by suction. The proportion of down and feathers that go into each pillow depends partly, of course, upon the filling-bin mixture, but also to a large extent upon what part of the bin the filling suction reaches. Even with the exercise of the greatest care, pillows filled from the same bin will vary in content. Those being filled from the bottom of the bin will contain the heavier feathers, and the greater amounts of pith, scale, and other extraneous matter. The exact amount or proportion of down and feathers going into any particular pillow cannot be controlled by mechanical means. The expert whose testimony was presented in support of the complaint stated that the contents of pillows filled from the same bin will vary as much as 30%; that the same percentage will not be found in any two pillows; that the mixture in each pillow will vary from the mixture in the filling bin; that if any one pillow should contain exactly the same percentage of feathers and down as that originally placed in the filling bin, it would be pure accident; and that the closest

practical indication of the contents of a pillow product of a manufacturer and the correctness of its labeling will result if several different pillows are sampled, preferably pillows obtained at different times and places.

(5) The same difficulties arise in analyzing the contents of a single pillow. Except by pure accident, no two samples will have the same content; so there is no sure or positive method of measuring the contents of feather pillows with scientific accuracy, other than by taking all of the content out of the pillow and separating it into its component elements, then weighing each element. Such a process is so completely impractical that, usually, a test is made by opening the pillow-ticking and taking samples from three different portions of the pillow. These samples are thoroughly mixed and a smaller testing sample, of which the analysis is to be made, is taken from this mixture. The expert who testified in support of the complaint selected three samples from the opening by inserting his hand and reaching to different portions of the pillow. Samples selected by the respondents were obtained by taking a small quantity of feathers from each of three openings in each pillow. The hearing examiner was present when respondents' samples were taken. As each opening was made in the pillow ticking, some down escaped, and as each withdrawal was made, more down escaped before the sample could be enclosed in a container; while the feathers, being heavier and bulkier, were easier to retain. No sample can be exactly representative of the original content of the pillow, just as the content of no one pillow can be exactly representative of the original mixture in the filling bin. The average sample for analysis weighed approximately 3 grams, representing between $\frac{1}{4}$ and $\frac{1}{2}$ of 1% of the contents of a pillow, and the appearance of a single heavy feather in a sample of this size would make as much as 4% difference in the final result. This method is far from satisfactory, and the resulting percentages are not conclusive.

(6) The crushing or curling process is a manner of giving a twist or curl to landfowl feathers, such as chicken and turkey, to increase their resiliency and tend to prevent their matting, and thus improve their quality for use as pillow-filling material. The same process is applied to waterfowl quill feathers (that is, feathers from the wings and tails of ducks and geese), which otherwise would not be suitable for pillow-filling material. A considerable amount of fiber, pith and scale result from the crushing, and are carried over into the filling mixture. As to utility, crushed landfowl feathers are better than crushed waterfowl feathers, and crushed turkey feathers are better than crushed chicken feathers.

The mixture of crushed feathers is made by weighing out the proper proportions of the various kinds of crushed feathers that are to be mixed, and taking alternate handfuls of feathers from the separate containers and throwing these into the hopper of the curling or crushing machine. Because of the nature of these larger feathers, they frequently go through the hopper in lumps, so that it is impossible to get a mixture with any degree of homogeneity. Despite agitation in mixing, slugs of chicken or turkey feathers and slugs of quill feathers will get into the pillows without ever being separated or mixed. The label "Crushed Feathers," showing the types of feathers used, can indicate no more than that the mixture was made from the types or kinds of feathers stated on the label.

It is impossible to separate and analyze crushed feathers accurately. A pillow filled with crushed feathers is the cheapest product of the industry, and in the minds of the general public, there is very little distinction among the various kinds of crushed feathers, whether goose, duck, chicken or turkey. The expert who testified in support of the complaint indicated that pillows filled with crushed feathers are the least desirable of all pillows, and are the lowest class of pillows on the market. In his opinion, it is impractical to attempt to distinguish between the various types of crushed feathers in any batch of such pillows, and he suggested during the course of his tests for the Commission that no further pillows filled with crushed feathers be sent to him for analysis.

(7) On the basis of the foregoing, the conclusion is inescapable that as a practical matter, the contents of feather pillows cannot be accurately labeled. In fact, to require accurate labeling as to content, of a product such as feather pillows, which, by nature, vary constantly and at random in content, is to require an impossibility. No manufacturer of feather pillows could comply with such a requirement except by analyzing the filling of each pillow individually. Obviously that is an impossible task. Incidentally, it points up the dangers involved in attempting to reach a conclusion as to pillow content on the basis of testing two pillows out of a batch that may have included one hundred or two hundred pairs of pillows.

(8) Despite these facts, however, some 28 States have labeling requirements with which pillow manufacturers must comply; and the Federal Trade Commission, on April 26, 1951, promulgated Trade Practice Rules for the Feather and Down Products Industry, which undertake to interpret the Act and express the Commission's policy with respect to the practices complained of in this proceeding. Although these Rules are not binding upon the hearing examiner, they

should be given careful consideration in applying the law to the facts of this proceeding. The pertinent parts of those Rules applicable thereto are as follows:

RULE 3—IDENTIFICATION AND DISCLOSURE OF KIND AND TYPE OF FILLING MATERIAL
IN INDUSTRY PRODUCTS

I. In the sale, offering for sale, or distribution of industry products, it is an unfair trade practice to misrepresent or deceptively conceal the identity of the kind or type of filling material contained in any of such products, or of the kinds or types, and proportions of each, when the filling material is a mixture of more than one kind or type. Such identification and disclosure shall be made by tag or label securely affixed to the outside covering of each product and in invoices and all advertising and trade promotional literature relating to the product; and when the filling mixture is a mixture of more than one kind or type, each kind and type shall either be listed in the order of its predominance by weight, or be listed with an accompanying disclosure of the fraction or percentage by weight of the entire mixture which it represents.

II. Identification of the kind and type of feather and down stock by use of any of the terms listed and defined below will be considered proper when in accord with the definition set forth for such term:

Definitions:

(a) *Down:* The undercoating of waterfowl, consisting of clusters of the light, fluffy filaments growing from one quill point but without any quill shaft.

(b) *Down fiber:* The barbs of down plumes separated from the quill points.

(c) *Waterfowl feathers:* Goose feathers, duck feathers, or any mixture of goose and duck feathers.

(d) *Feathers (or Natural Feathers):* Bird or fowl plumage having quill shafts and barbs and which has not been processed in any manner other than by washing, dusting, and sterilizing.

(e) *Quill feathers (or Quills):* Wing feathers or tail feathers or any mixture of wing and tail feathers.

(f) *Crushed feathers:* Feathers which have been processed by a crushing or culling machine which has changed the original form of the feathers without removing the quill.

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(h) *Feather fiber:* The barbs of feathers which have been completely separated from the quill shaft and any aftershaft and which are in nowise joined or attached to each other.

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(j) *Damaged feathers:* Feathers, other than crushed, chopped, or stripped, which are broken, damaged by insects, or otherwise materially injured.

III. *Tolerance:* (a) Subject to the restrictions and limitations hereinafter set forth, the filling material of an industry product may be represented as being of but one kind or type when 85% of the weight of all filling material contained in the product is of the represented kind or type; or may be represented as being of a mixture of two or more kinds or types with accompanying disclosure of a fraction or percentage of the weight of the entire mixture represented by each if the fraction or percentage shown is not at variance with the actual proportion

of the weight of the entire mixture represented by each such kind or type by more than 15% of the stated fraction or percentage. (The tolerance provided for in this paragraph III is to be understood as being an allowance for error and as not embracing any intentional adulteration.)

Limitations and Restrictions

(b) When the filling material of an industry product is represented, directly or indirectly, as being wholly of down, any proportion within the tolerance percentage provided for in (a) above which is not down shall consist principally of down fiber and/or small, light, and fluffy waterfowl feathers, shall contain no quill feathers, crushed feathers, or chopped feathers, and shall not contain damaged feathers, quill pith, quill fragments, trash, or any matter foreign to feather and down stock in excess of 2% by weight of the filling material contained in the product, or which in the aggregate exceeds 5% of such weight.

* * * * *

(e) When the filling material of an industry product is represented, directly or indirectly, as being wholly of a mixture of down and feathers, or of down and more than one kind or type of feathers, or of feathers of more than one kind or type, any proportion, or the aggregate of any proportions, of the filling material of the product at variance with the representation, but within the tolerance percentage provided for in (a) above, shall not contain quill pith, quill fragments, trash, or any matter foreign to feather and down stock in excess of 2% by weight of the filling material in the product or which in the aggregate exceeds 5% of such weight; and, unless nondeceptively disclosed in the representation, not in excess of 5% by weight of the filling material of the product shall consist of crushed feathers, chopped feathers, quill feathers, or damaged feathers.

Note.—It is the consensus of the industry that determination as to whether any representation is violative of the provisions of this Rule should be based on an average of the results of tests of at least two products of the same type when same are readily available for testing, * * * .

The Rules further provide that samples of equal weight and size be drawn from at least three different locations in the product; that such samples be thoroughly mixed; and that a test be made of not less than 3 grams of the mixture. Application of the law and a reasonable interpretation of these Rules to the facts of this proceeding results in the following:

Conclusions:

I. The test procedures adopted and followed by the experts who made the analyses of the pillow contents in this proceeding comply with the Trade Practice Rules.

II. Respondents' pillows designated "Sanitary Sleepwell" are the only pillows involved in this proceeding. They are represented as containing all new down. The complaint charges that this is false and misleading in that the pillows contain substantial quantities of filling material other than down. Contents of two of these pillows

were analyzed by the Commission's expert and by respondent's expert. Respondents' expert showed the average down and down fiber content to be 87.0%. The Commission's expert showed the down content as 77.55%, which would be increased to 79.25% if the fiber content be added, as may be done with propriety. The overall average of four analyses shows a down and fiber content of 83.125%. Taking into consideration the numerous variables involved and the lack of absolute accuracy in any of these tests, this percentage is found not to be substantially outside the reasonable tolerance applicable to pillows of this type, and if the down content is within the allowable tolerance, the other filling materials cannot be found to be excessive. This is especially true since these other materials are of the types normally found in down pillows. Upon the basis of these facts, the conclusion is reached that the allegations of the complaint have not been adequately established by reliable, probative and substantial evidence, and that the complaint therefore should be dismissed. Accordingly,

It is ordered, That the complaint herein be, and the same hereby is, dismissed.

ON APPEAL FROM INITIAL DECISION

By SECRET, Commissioner:

This is one of a group of ten cases, all tried and considered together, involving the use on labels of allegedly false and deceptive representations with respect to the filling material contained in feather and down pillows. The hearing examiner having filed his initial decision dismissing the complaint, counsel in support of the complaint appealed, and the case was heard on the appeal brief, the respondents' opposing brief and oral arguments of counsel.

Except as to the results of the analyses of the different pillows used as exhibits, as to which the record in each of these cases is specific and definite, this case is not unlike that in the matter of Burton-Dixie Corporation, et al., Docket No. 6134, in which case the Commission has written an opinion setting forth in some detail its views on the issues involved. In view of the similarity of the cases, the opinion in that case is equally applicable here and disposes of all of the issues raised. For the reasons there stated, the hearing examiner's conclusions that the allegations of the complaint in this proceeding have not been sustained and that the complaint herein should be dismissed are rejected. The Commission is of the opinion, on the other hand, and finds, that the respondents, through the use of labels describing their pillows as "ALL NEW MATERIAL consisting of down," have misrepresented the down content of said pillows. The Commission fur-

ther finds that the use of such misrepresentation has the tendency and capacity to mislead and deceive dealers and the purchasing public into the erroneous and mistaken belief that the representation is true and to induce the purchase of such pillows because of such erroneous and mistaken belief. It follows that the respondents' practices in this respect constitute unfair methods of competition and unfair and deceptive acts and practices in commerce in violation of the Federal Trade Commission Act, as alleged in the complaint, and that the public interest requires the issuance of an appropriate order to cease and desist.

To the extent that the findings of fact contained in the hearing examiner's initial decision are not inconsistent with the views expressed herein and in the Commission's opinion in Docket No. 6134, such findings are affirmed. The conclusions and order dismissing the complaint as contained in said initial decision are reversed.

FINAL ORDER

Counsel in support of the complaint having filed an appeal from the hearing examiner's initial decision dismissing the complaint in this proceeding; and the matter having been heard on briefs and oral argument, and the Commission having rendered its decision affirming in part the findings of fact contained in the initial decision, but reversing the conclusions and order contained therein:

It is ordered, That the respondents, Sanitary Feather & Down Co., Inc., a corporation, and Martin Braff, Joe Braff, Philip Kestenbaum, and Stanford W. Braff, individually and as officers of said corporation, and their representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of feather and down products, do forthwith cease and desist from misrepresenting in any manner, or by any means, directly or by implication, the identity of the kind or type of filling material contained in any such products, or of the kinds or types, and proportions of each, when the filling material is a mixture of more than one kind or type.

It is further ordered, That said respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with the foregoing order to cease and desist.

STIPULATIONS

DIGEST OF STIPULATIONS EFFECTED AND HANDLED THROUGH THE COMMISSION'S DIVISION OF STIPU- LATIONS

02101.¹ **Cosmetics, Drugs and Dream Book—Free Goods.**—Upon further consideration of the terms of Amended and Substitute Stipulation No. 02101, executed by Lucky Heart Laboratories, Inc., thereafter approved by the Federal Trade Commission on November 14, 1941, and amended by Amendment Stipulations numbered 02101, approved by the Federal Trade Commission on January 25, 1945 and April 26, 1948, Lucky Heart Laboratories, Inc. entered into an agreement that the aforesaid stipulation shall be and the same hereby is further amended by deleting therefrom the inhibitory paragraph respecting the use of the term “free” of the stipulation approved January 25, 1945, and substituting in lieu thereof the following:

“Lucky Heart Laboratories, Inc. further agreed in connection with the sale, offering for sale or distribution of its products, to forthwith cease and desist from using the word ‘free’ or any other word or words of similar import, as descriptive of an article of merchandise or service, which is not an unconditional gift:

“(1) When all the conditions, obligations, or other prerequisites to the receipt and retention of the ‘free’ article of merchandise or service offered are not clearly and conspicuously set forth at the outset so as to leave no reasonable probability that the terms of the offer will be misunderstood; and, regardless of such disclosure:

“(2) When, with respect to any article of merchandise required to be purchased in order to obtain the ‘free’ article or service, the offerer (a) increases the ordinary and usual price of such article of merchandise, or (b) reduces its quality or (c) reduces the quantity or size thereof.”

It is further stipulated and agreed that (1) this amendment shall be effective as of the date of its approval by the Federal Trade Commission and (2) that as thus amended all of the terms and conditions

¹Amendment. See original stipulation 26 F. T. C. 1467. Amended and substitute 34 F. T. C. 1710. Amendment 40 F. T. C. 821. Amendment 44 F. T. C. 1271.

of Amended and Substitute Stipulation No. 02101 shall remain in full force and effect. (1-12025, Feb. 8, 1955.)

8232.² **Electric Fence Controllers—Government Approval and Unique.**—Stipulation No. 8232 has been amended so that it now reads:

Electric Service Systems, Inc., a Minnesota corporation, with its principal place of business located in Minneapolis, Minn., engaged in the business of manufacturing, selling and offering for sale in commerce, electric fence controllers sold under the name HoL-DeM, entered into an agreement to cease and desist from disseminating and causing to be disseminated any advertisement for electric fence controllers, made by it or by others, whether sold under the name HoL-DeM Electric Fence Controllers or any other name, which represents directly or by implication:

(1) That its Models Numbered 4119, 4117, 414 or any other of its models have been approved by any State of the United States when such is not the fact;

(2) That its Model No. 4117 has an automatic voltage regulator or any other feature not common to other electric fence controllers when such is not the fact.

It is further stipulated and agreed, That, as thus amended, all of the terms and provisions of said Stipulation No. 8232 shall remain in full force and effect. (5420047, Feb. 1, 1955.)

8497.³ **Books—Content and Identity of Product and Old or Used Product Being New.**—Stipulation 8497 has been amended so that it now reads:

Dell Publishing Co., Inc., a New York corporation, with its principal place of business located in New York, N. Y., engaged in the business of publishing, offering for sale and selling in commerce, reprints and abridged editions of books known as "Dell Books," entered into an agreement that in connection with the offering for sale, sale and distribution of reprints, and abridged editions of books known as "Dell Books" it will cease and desist from:

1. Offering for sale or selling any abridged copy of a book unless one of the following words, namely: 'abridged,' 'abridgement,' 'condensed' or 'condensation,' or any other word or phrase stating with equal clarity that said book is abridged, appears in clear, conspicuous type upon the front cover and upon the title page of the book either in immediate connection with the title or in another position adapted readily to attract the attention of a prospective purchaser.

2. Disseminating advertising pertaining to any abridged copy of a book unless in such advertising there is disclosed in clear, conspic-

² Amendment. See 48 F. T. C. 1646.

³ Amendment. See 50 F. T. C. 1143.

uous type, in immediate connection with the title or in another position adapted readily to attract the attention of a prospective purchaser, the fact that the book is abridged;

3. Using or substituting a new title for, or in place of, the original title of a reprinted book unless a statement which reveals the original title of the book and that it has been published previously thereunder appears in clear, conspicuous type upon the front cover and upon the title page of the book, either in immediate connection with the new title or in another position adapted readily to attract the attention of a prospective purchaser.

It is further agreed by Dell Publishing Co., Inc., that as thus amended Stipulation No. 8497, approved August 19, 1953, shall remain in full force and effect. (23851, May 19, 1955.)

8542. **Hair Dye—Qualities, Properties or Results.**—Promotion Products, Inc., operating under the names of Albin Enterprises and Albin of California, a California corporation, with its principal office and place of business located at Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, a hair dye designated "Top Secret," 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 that the product banishes grey hair or that it imparts or restores natural, original or youthful color to the hair. (5420343, July 28, 1954.)

8543. **Framed Photographic Enlargements—Qualities, Properties or Results, Guarantee, Composition, Etc.**—Novel-Ad Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., trading as Novel Photo Co., and Louis Kirschner and Edward Kirschner, officers thereof, engaged in the business of offering for sale and selling, in commerce, framed photographic enlargements, entered into an agreement that in connection with the offering for sale, sale and distribution of framed photographic enlargements they, and each of them, will cease and desist from:

(1) Representing that the pictures will last forever or that they will not crack, fade or discolor;

(2) Representing that Porcelite pictures are guaranteed for life unless the nature and extent of the guarantee and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed;

(3) Representing, through use of the designation "24K Gold" or in any other manner, that picture frames are composed throughout of fine (24 Karat) gold or are composed throughout of gold of any designated fineness when such frames are in fact made of other materials and are merely coated or covered with gold;

(4) Representing that picture frames which are flashed, washed or gold electroplated are gold plated; provided, however, that if the frames are electroplated with gold to a minimum thickness equivalent to $\frac{7}{1,000,000}$ of an inch of fine gold, the product may be marked and described as "gold electroplate" or "gold electroplated," and provided further that the frames to which a coating of gold of a thickness less than the equivalent of $\frac{7}{1,000,000}$ of an inch of fine gold has been applied may be described as "gold flashed," "gold washed" or "gold colored";

(5) Use of the karat mark or the word "Karat" or any abbreviation thereof in describing articles to which a coating of gold has been electrolytically applied. (5420044, July 28, 1954.)

8544. **Binoculars—Manufacture or Preparation, Foreign Origin.**—Edmund Scientific Corp., a New Jersey corporation, with its principal place of business in Barrington, N. J., and Norman W. Edmund and Pauline A. Edmund, officers thereof, engaged in conducting a mail order business, in commerce, through which they offer for sale and sell binoculars, entered into an agreement that in connection with the offering for sale, sale and distribution of binoculars, they and each of them will cease and desist:

(1) From representing directly or by implication that all internal optical surfaces are coated when some of such surfaces are not coated.

And further, with respect to binoculars imported from Japan or any other foreign country and sold by mail, they and each of them will cease and desist:

(2) From failing to disclose clearly in all advertising the country of origin of such products. (5420253, July 28, 1954.)

8545. **Margarine—Nature, Milk Content.**—Safeway Stores, Inc. and Salem Commodities, Inc., a subsidiary of Safeway Stores, Inc. and operating under the name of Coldstream Products Co., are Maryland corporations, with their principal offices and places of business located in Oakland, Calif. Safeway Stores, Inc. and Salem Commodities, Inc. engaged in the business of advertising, offering for sale and selling in commerce, an oleomargarine designated "Sunnybank Margarine," entered into an agreement that each of them, will cease and desist from disseminating or causing to be disseminated any advertisement for oleomargarine in which:

(a) Any statement, word, grade, designation, design, device, symbol, sound, or any combination thereof is used which represents or suggests that said product is a dairy product;

(b) The word "milk" is used except as a part of a truthful, accurate and full statement of all the ingredients contained in said product. (5420341, July 28, 1954.)

8546. **Tables—Composition and Manufacture.**—Reliable Stores Corp. is a Maryland corporation with its principal office and place of business located in Baltimore, Md., operating the business known as The Hub Furniture Co. with retail outlets in Washington, D. C., and Arlington, Va. In the conduct of the business known as The Hub Furniture Co. it is engaged in offering for sale and selling in commerce, tables designated "Tenneer Top Tables."

Reliable Stores Corp. entered into an agreement that in connection with the offering for sale, sale and distribution of the tables it will cease and desist from representing that the tops of the tables are leather tops or that the tops are made of a single piece of leather or hide; provided, however, that this shall not be construed as an agreement not to represent that the tops are made by a process which incorporates as a part thereof the application to the base of said tops of a fine layer or coating of pulverized or ground leather which is fused between coatings of lacquers. (5420395, Sept. 14, 1954.)

8547. **Garbage Disposers—Dealer as Manufacturer, Unique Nature, Relevant Facts, Etc.**—Rinse-Away Corp. of America, a California corporation, with its principal office and place of business located at Huntington Park, Calif., and Harry Drake and Mark Christy officers thereof, engaged in the business of offering for sale and selling in commerce, garbage disposers designated "Rinse-Away Electric Garbage Disposer," entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them will cease and desist from representing:

(a) That the corporation manufactures the product;

(b) That the product (1) provides the only complete electric garbage disposal service available or (2) is the only disposal with an automatic reversible motor, thermo cut-off switch, reset button or Allen wrench;

(c) That the product is (1) the only garbage disposal having a motor designed solely for use in garbage disposals or (2) the only garbage disposal which uses Studite as an alloy;

(d) That any number of cities prohibit the use of garbage cans other than the actual number which prohibit the use thereof;

(e) That installation of the product is always performed by factory trained personnel;

(f) That purchasers of the product have the opportunity of participating in a profit-sharing plan or that the sum of \$600,000 or any other amount not in accordance with the facts is to be distributed among said purchasers. (5420488, Sept. 14, 1954.)

8548. **Women's Dresses—Free Goods.**—Fashion Frocks, Inc., an Ohio corporation, with its principal office and place of business located in

Cincinnati, Ohio, engaged in the business of offering for sale and selling in commerce, women's dresses and other feminine wearing apparel, entered into an agreement that in connection with the offering for sale, sale and distribution of dresses and other feminine wearing apparel it will cease and desist from using the word "free," or any other word or words of similar import, in advertisements or in other offers to the public, as descriptive of merchandise or service, which is not an unconditional gift when all the conditions, obligations, or other prerequisites to the receipt and retention of the "free" article of merchandise or service offered are not clearly and conspicuously set forth at the outset so as to leave no reasonable probability that the terms of the offer will be misunderstood. (5420030, Sept. 9, 1954.)

8549. **Stock Shoes—Orthopedic Features, Dealer as Manufacturer.**—Nation-Wide Shoe Co., a Massachusetts corporation, with its principal office and place of business located at Hingham, Mass., and Mario R. Barbadora, President thereof, engaged in the business of offering for sale and selling in commerce, shoes designated "F. M. Shoes" and "Goliath Shoes," entered into an agreement that each of them, in connection with the offering for sale, sale and distribution of the shoes, will cease and desist from representing:

(a) That F. M. Shoes (1) mould or conform to the foot or arch (2) fill any void that may be found in a shoe under the arch (3) seat the entire foot firmly in the shoe from heel to ball or (4) assure comfort;

(b) That the metatarsal pad in F. M. Shoes (1) is of proper size, shape, height or positioning to meet the needs of the individual wearer or (2) is not ready made;

(c) That the longitudinal pad in F. M. Shoes (1) prevents or corrects pronation (2) is a treatment for pronation (3) constitutes an aid to the longitudinal arch (4) keeps the foot in perfect or proper alignment or (5) is universally accepted by foot doctors as an aid to the feet:

(d) That Goliath Shoes prevent rolling;

(e) That any of the shoes (1) are of orthopedic construction or (2) possess orthopedic heels or orthopedic or corrective features;

(f) That any of the shoes are (1) hand finished or (2) made to individual order;

(g) That their shoes are not stock shoes;

(h) That they manufacture any of the shoes. (5420103, Sept. 9, 1954.)

8550. **Cleaning Fluid—Fireproof Qualities.**—Wilco Co., a California corporation, with its principal place of business located in Los Angeles, Calif., engaged in offering for sale and selling in commerce, a cleaning

fluid designated "Stop Spot Cleaning Fluid," entered into an agreement that in connection with the sale of that product, whether sold under that name or any other name, it will cease and desist from:

Use of the word "Fireproof" or any other word or words which represent directly or by implication that the product is non-flammable, incombustible or fireproof. (5420239, Sept. 9, 1954.)

8551. Artificial Stone Wall Facing—Nature, Durability, Guarantee.—Cast-O-Stone Corp., a Missouri corporation, with its office and principal place of business located in the city of St. Louis, Mo., engaged in the business of offering for sale and selling in commerce, an artificial stone wall facing designated "Cast-O-Stone," entered into an agreement that in connection with the offering for sale, sale and distribution of that product or any other product of substantially the same composition, whether sold under that name or any other name, it will cease and desist from representing:

(1) By use of the words "stone," "modern stone," "aristocratic stone," or other words of similar import that Cast-O-Stone is stone or rock in its natural state;

(2) That Cast-O-Stone lasts forever or for any period of time not in accord with the facts;

(3) That Cast-O-Stone is guaranteed for twenty years unless the nature and extent of the guarantee and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed. (5420243, Sept. 9, 1954.)

8552. Yard Goods—Place of Origin.—California Converters, Inc. is a California corporation, with its principal place of business in Los Angeles, Calif. Milton C. Blum, Sr., Milton C. Blum, Jr., Florence R. Blum and Elizabeth Aaronson are officers and sole owners of said corporation. The said corporation is a wholly owned subsidiary of Milton C. Blum, Inc., a New York corporation whose officers are the same as those of California Converters, Inc.

California Converters, Inc. and/or Milton C. Blum, Inc. buy piece goods in the gray from manufacturers in the Eastern States and have such goods dyed, bleached or printed under contracts with various plants located mainly in New England. In effecting the sale of the yard goods so finished, California Converters, Inc. employs a selling agent in Los Angeles, Calif. to whom it causes the goods to be shipped and in turn, sells and ships them to customers in the California and Arizona areas. Milton C. Blum, Inc. sells to customers in other parts of the United States.

California Converters, Inc. and Milton C. Blum, Sr., Milton C. Blum, Jr., Florence R. Blum and Elizabeth Aaronson, individually and as officers of said corporation entered into an agreement that in

connection with the offering for sale, sale and distribution of yard goods which are not designed, woven and finished in California, they and each of them will cease and desist from:

(1) Representing directly or by implication that such products are designed, styled or created in California;

(2) Using the corporate name "California Converters, Inc." or any trade name containing the word "California," and from representing in any manner that such products are woven and finished in California; provided, that this agreement shall not be construed as precluding use of said corporate name or such trade name when accompanied, wherever used, by a clear disclosure of the actual place where the products are woven and finished (5420477. Sept. 30, 1954.)

8553. **Bakery Products—Nutritional Qualities, Composition.**—Continental Baking Co., Inc., a Delaware 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, bakery products designated "Wonder Bread" and "Wonder Buns," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for bakery products, now designated "Wonder Bread" and "Wonder Buns," which represents directly or by implication:

(1) That Wonder Bread restores normal growth processes in physically retarded children unless limited to those cases where retarded growth is due to a dietary deficiency in the nutrients provided by said bread in substantial amounts;

(2) That any given amount of Wonder Bread consumed daily is a nutritional substitute for other food or foods having a greater total nutritional value; provided, however, that this shall not prevent factual comparisons of the amounts of nutritional elements in Wonder Bread with the amounts of the same nutritional elements in other foods, when such comparisons are accompanied by clear disclosures that the amount of Wonder Bread consumed daily is not a substitute from a nutritional standpoint for the total nutritional value of the various foods in such comparisons;

(3) That Wonder Bread improves a child's appetite for other foods;

(4) That Wonder Buns contain whole milk;

(5) That only Wonder Buns contain pure granulated sugar. (5420512. Oct. 5, 1954.)

8554. **Medicinal Preparation—Therapeutic and Revitalizing Qualities, Comparative Merits, Relevant Facts.**—The S. S. S. Co. is a Georgia corporation, with its principal place of business located in the City of Atlanta, Ga., engaged in the business of offering for sale and selling a preparation designated "S. S. S. Tonic."

The said The S. S. S. Co. entered into Stipulation No. 0651, which was accepted and approved on April 27, 1934 and subsequently amended by Amendment Stipulation No. 0651 approved on July 10, 1951:

The following statements and representations were quoted in Stipulation No. 0651 as having been made in aid of the sale of "S. S. S. Tonic":

"A Clear Skin and a Strong Body depend upon New Strength in the blood."

"If your Vitality is low and you feel weak, don't care to eat, have lost weight, your skin is sallow, pale or broken out with pimples or boils, let S. S. S. purify and enrich your blood."

"A clear, smooth skin makes for more attractiveness! S. S. S."

"After taking S. S. S. the pimples and blackheads disappeared and my skin became clear."

"New Strength in the blood clears the skin."

"S. S. S. is famed for its ability to build new strength in the blood—the kind that Heals so-called skin troubles."

"A lovely, clear skin, is within your reach."

"* * * you, too, may have a beautiful skin, rose-petal in texture, pretty as a picture without a single pimple."

"You can recognize a lowered blood count by the way you look and feel—such as body weakness, lack of appetite, underweight, paleness, sallow complexion, boils and pimples. They indicate that you need S. S. S."

"S. S. S. should be your safe-guard. It restores the red-blood-cells to normal. The system tones up, skin eruptions and sallow complexion disappear."

"When you get your red-blood-cells back up to normal, that sluggish let-down feeling, lack of appetite, skin troubles disappear."

"Your nerves become steady."

"You too may gain new vigor—pep—a clear skin with New Strength in the Blood."

"Don't let Rheumatism make an invalid of you. S. S. S. stands ready to knock it out."

"Those muscular pains commonly called rheumatism are generally due to a run-down condition with the number of red-blood-cells below the normal count."

"S. S. S. aids the system in building up these red-blood-cells and in getting rid of the condition of which rheumatism is but a symptom. The body and disease-resistant, and rheumatic pains go."

"Gain New Vigor—a clear skin—with New Strength in the Blood."

"Just take S. S. S. and prove it yourself. You too will enjoy your

food—have firmer flesh—sleep sounder—your nerves will be calmer—your skin will clear up.”

“It works safely, surely, swiftly.”

“Heal your Skin from within with this New Strength.”

“Take S. S. S.—a splendid tonic for restoring the appetite.”

By the terms of Stipulation No. 0651, as amended, The S. S. S. Co. stipulated and agreed to cease and desist from representing in advertisements or otherwise:

(a) That said S. S. S. is a competent or effective treatment for rheumatism or conditions commonly known as rheumatism;

(b) That said S. S. S. is a competent or effective treatment for boils, with the understanding that this agreement shall not prevent the respondent from stating in advertisements that the presence of boils is often a symptom or is often indicative of a deficiency in the blood content;

(c) That said S. S. S. is a competent or effective treatment for loss of weight, sleeplessness, skin disorders, skin eruptions, sallow complexion, paleness, skin blemishes, loss of appetite, nervousness or lack of clear skin, unless clearly qualified by a statement to the effect that beneficial results may be expected only in cases where those ailments or conditions are due to a deficiency in the blood content, or a deficiency of hemoglobin or to what is commonly known as a low blood count or impoverished blood;

(d) That the physiological effect of S. S. S. is sure.

The said The S. S. S. Co. since entering into Stipulation No. 0651 has continued to advertise and sell S. S. S. Tonic and in connection with the sale and offering for sale in commerce thereof, has disseminated and caused to be disseminated—certain advertising matter.

The S. S. S. Co. entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for a medicinal preparation now designated S. S. S. Tonic, or any other preparation 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:

(1) That the product is a competent or effective treatment for anemia, unless limited to iron deficiency or hypochromic anemias;

(2) That the effects of the product are superior to liver;

(3) That the product improves the digestibility of food or gives greater nourishment from the food consumed;

(4) That the product relieves sour stomach, bloat, gas, or discomfort after eating where those conditions are due to gastric hyperacidity;

(5) That the product strengthens the individual or relieves nervousness, tiredness, sleeplessness or a sickly or run down feeling unless such symptoms are caused by iron deficiency or hypochromic anemias, or are caused by an inadequate diet due to lack of appetite;

(6) That the product is of value in the treatment or relief of pimples, bumps, boils or acne, or is of value in the treatment or relief of sallow skin, except where sallow skin is caused by iron deficiency or hypochromic anemias.

It is also stipulated and agreed that this stipulation is supplemental to Stipulation No. 0651 executed by The S. S. S. Company and approved and accepted by the Federal Trade Commission on April 27, 1934, as amended by Amendment Stipulation No. 0651 approved and accepted by the Commission on July 10, 1951, which stipulation remains in full force and effect except as to the provisions thereof in conflict with or qualified by this supplemental stipulation. (5420001, Oct. 5, 1954.)

8555. **Greeting Cards—Terms and Conditions.**—Betty Phillips, Inc., a Massachusetts corporation, with its principal place of business in Newton, Mass., and Walter P. Phillips, an officer thereof, engaged in the business of offering for sale and selling greeting cards in commerce entered into an agreement that in connection with the distribution of unordered greeting cards they and each of them will cease and desist from representing directly or by implication that recipients thereof are required or are under obligation to remit payment or return the cards. (5420437, Oct. 5, 1954.)

8556. **Packaged Forms for Wills—Qualities, Guarantee.**—John C. Kulik and Dorice W. Kulik, copartners trading as Providence Publishing Co., with their principal office and place of business located in Keene, N. H., engaged in the business of offering for sale and selling in commerce, printed materials comprising a package designated the "Providence Will Form Package," entered into an agreement that in connection with the offering for sale, sale and distribution of the printed materials comprising the said Providence Will Form Package, they will cease and desist from representing:

(a) That all required legal wording is printed on the will form contained in the Providence Will Form Package;

(b) That the pamphlet contained in the Providence Will Form Package recites all of the vital facts about wills or how to make a valid will;

(c) That the use of the printed materials comprising the Providence Will Form Package will afford a person that degree of legal knowledge which is necessary to enable the said person to personally

perfect such a legal instrument, as a last will and testament, which would be valid and unbreakable, that is to say, proof against being successfully contested in any State of the United States;

(d) Through use of "fully guaranteed" or "unconditionally guaranteed." or otherwise, that the printed materials comprising the Providence Will Form Package are unconditionally guaranteed when such is not a fact; provided, however, that this shall not be construed as an agreement not to use the word "guarantee," or any other word of similar import to describe a limited or conditional guarantee if in direct connection therewith the period and all other limitations and conditions of the said guarantee are clearly and fully disclosed. (5420438, Oct. 5, 1954.)

8557. Detergents—Comparative Merits, Effectiveness.—The American Hospital Supply Corp., an Illinois corporation, with its principal place of business located in the city of Evanston, Ill., engaged in offering for sale and selling in commerce, a detergent designated "Dy-naklen," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, whether sold under that name or any other name, it will cease and desist from representing, directly or by implication:

1. That pyrogens are not easily removed by other detergents;
2. That use of the product does away with the need for rubbing or scrubbing in cleaning instruments or glassware. (5420427, Oct. 5, 1954.)

8558. Pressed Rayon Towels—Nondisclosure of Rayon Content, Special Prices, Manufacture, Limited Supply.—Leon Rosenfeld and Marcus Rosenfeld, copartners trading as L and M Co., Towel Shop and Bargain Towel Co., with their place of business in St. Louis, Mo.; using the latter two trade names and engaged in the mail-order business of selling towels of certain composition in commerce, entered into an agreement that in connection with the offering for sale and the sale of unwoven towels made of pressed layers of rayon fibers, they and each of them will cease and desist:

- (1) From failing to disclose clearly and conspicuously in all advertisements and advertising matter that such towels are made of unwoven rayon;

and from representing directly or by implication:

- (2) That their price of \$1.00 for twelve of said towels is a special or reduced price, or that any offer which they customarily make in the regular course of business is an introductory or a special offer;

- (3) That their regular price for said towels is six for \$1.00 or any price other than that which they customarily charge in the regular

course of business, or that any of said towels are being offered at a reduced price because they are irregulars when no reduction in price is made;

(4) That the towels are made by a new manufacturing process or that they are a new, scientific development comparable to Nylon, Orlon or Dacron;

(5) That the supply of said towels is limited when such is not a fact. (5420354, Sept. 30, 1954.)

8559. **Boat Trailers—Old Parts.**—Norjack, Inc., a Wisconsin corporation, with its principal office and place of business located at Milwaukee, Wis., and Norman Glicksman, Stanley J. Glicksman and George L. Glicksman, officers thereof, engaged in the business of offering for sale and selling in commerce, boat trailers designated "Norjack Boat Trailers," entered into an agreement that each of them in connection with the offering for sale, sale and distribution of the said boat trailers will cease and desist from:

(a) Failing to disclose in all advertising material that the trailers are partially made with parts which are not new;

(b) Failing to disclose by means of labels or tags securely attached to the trailers that said trailers are partially made with parts which are not new. (5420462, Oct. 19, 1954.)

8560. **Coffee—Unique Preparation, Comparative Merits.**—Southland Coffee Co., a Georgia corporation, with its principal place of business in the city of Atlanta, Ga., engaged in the business of processing and packing coffee and selling it in commerce, under the brand name "Bailey's Supreme Coffee," entered into an agreement that in the dissemination of advertising that product or any other brand of coffee processed in the same or similar manner it will cease and desist from representing directly or by implication:

1. That it employs a special or unique slicing process, or that its method of preparing coffee for market is different from that of other processors of ready-ground coffee;

2. That it utilizes a more flavorsome or choicer part of the coffee bean than do other processors of ready-ground coffee. (5420400, Oct. 7, 1954.)

8561. **Plastic Aprons—Deceptive Job Offers, Terms and Conditions.**—Jack Taylor, an individual trading as The Vali Products Co., with his office and principal place of business located in Muncie, Ind., engaged in the business of offering for sale and selling in commerce, plastic aprons, entered into an agreement that in connection with the offering for sale, sale and distribution of that product he will cease and desist from:

(1) Representing, by the use of advertisements in "help wanted" columns of newspapers, or otherwise, that he is seeking employees, when in fact no employment is being offered;

(2) Failing to disclose that his plan of operations entails the resale of merchandise before any income can be earned. (5420529, Sept. 30, 1954.)

8562. **Hair Preparation—Improving and Heathful Qualities, Composition.**—The Nil-O-Nal Co., an Illinois corporation, with its principal place of business in the city of Chicago, Ill., engaged in the business of offering for sale and selling in commerce, a cosmetic preparation designated Nil-O-Nal, entered into an agreement that it 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, whether sold under that name or any other name, which represents directly or by implication:

(1) That the preparation grows hair or promotes the growth of hair;

(2) That the preparation prevents loss of hair or baldness;

(3) That the preparation ends dandruff or scalp scales, improves the health of the hair or has any beneficial effect on the hair follicles;

(4) That the preparation corrects damage to the hair structure caused by improper dyeing, permanents or bleaches;

(5) That the main ingredient in the preparation is lanolin or that the lanolin content is the maximum practical for human use;

(6) That the preparation is a concentrated lanolin preparation or that it is the closest to pure lanolin of any available preparation;

(7) That the preparation is greaseless;

(8) That the Vitamin D content of the preparation is of any beneficial effect. (5420324, Sept. 30, 1954.)

8563. **Bronzed Baby Shoes—Manufacture or Preparation, Composition, Special Prices.**—William J. Dossounis, an individual trading as Wm. J. Dumas & Co., with his principal office and place of business in St. Louis, Mo., engaged in the business of offering for sale and selling in commerce, baby shoes to which he has applied a bronze colored finish, such shoes being unmounted or mounted on picture frames, ash trays, bookends or wall plaques, entered into an agreement that in connection with the offering for sale, sale and distribution of the bronze colored baby shoes, whether mounted or unmounted, or of any other products processed as aforesaid, he will cease and desist from:

(a) Representing in any manner that baby shoes or other articles so processed are normally coated or covered with a substantial thick-

ness of metal; Provided, that the term "bronze colored" may be used to describe articles which are colored or treated to simulate the appearance of bronze;

(b) Using the term "gold" to describe the lettering which is not coated with a substantial thickness of gold; Provided that the term "gold colored" may be used to describe lettering which is colored or treated to simulate the appearance of gold;

(c) Representing in any manner that baby shoes or other articles so processed will last forever or indefinitely;

(d) Representing through use of purported money saving coupons or certificates, or in any other manner, that a price is a special or reduced price, or for a limited time only, when such price is, in fact, the regular or customary price or that the regular or customary price is in excess of the price at which the articles are usually or normally sold. (5420768, Aug. 30, 1954.)

8564. **Ladies' Sweaters—Place of Origin.**—Albert Silverman and Sam Shaffer, copartners trading as California-Girl Sportswear, with their place of business in Chicago, Ill., engaged in the business of offering for sale, selling and distributing ladies' sweaters, knitted ensembles, play clothes, swim suits and similar articles of apparel in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of said articles of apparel not manufactured in California, they and each of them will cease and desist from using the trade name "California Girl Sportswear" or the brand name "California Girl," and from otherwise representing in any manner that such garments are manufactured in California; provided, however, that this agreement shall not be construed as precluding the use of said trade or brand names when accompanied, wherever used, by a clear disclosure of the actual place of manufacture; for example, "Made in the East." (5420531, Oct. 28, 1954.)

8565. **Children's Clothes—Place of Origin.**—Touraine Co., Inc., is a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of manufacturing, offering for sale, selling and distributing children's and teen agers' wearing apparel in commerce. It also causes its products when sold by its selling agent in the State of California, Touraine Sportswear of California, Inc., to be shipped from its place of business in New York to its said selling agent, for reshipment in commerce.

Touraine Sportswear of California, Inc., is a Delaware corporation, with its principal place of business in Los Angeles, Calif., engaged in the business of offering for sale, selling and distributing as sales agent for Touraine Co., Inc., garments made of cotton and other fabrics for

children and teen agers, such as girls' skirts, blouses and shorts, to be shipped from its stockroom in San Francisco, Calif., to purchasers in commerce, principally on the West Coast.

Abe Blumberg and Irving Blumberg are officers of Touraine Co., Inc. and manage and control the policies of the said corporation.

Leonard Blumberg and Topper Blumberg and the said Abe Blumberg and Irving Blumberg are officers of Touraine Sportswear of California, Inc. and manage and control the affairs and policies of said corporation.

In the course and conduct of their businesses as aforesaid, Touraine Sportswear of California, Inc. obtains from retailers orders for garments made by Touraine Co., Inc., and forwards such orders to said corporation, and Touraine Co., Inc., ships the required merchandise to its said selling agent, usually filling and shipping in bulk the orders of several customers of the selling agent. Touraine Sportswear of California, Inc., prior to reshipment to its customers, causes a hand tag to be affixed to the garments reading:

Touraine
Sportswear
of California

Touraine Co., Inc., Touraine Sportswear of California Inc., Abe Blumberg, Irving Blumberg, Leonard Blumberg and Topper Blumberg entered into an agreement that in connection with the offering for sale, sale and distribution of wearing apparel for children and teen agers, not manufactured in California, they and each of them will cease and desist from using on hang tags or other matter coming to the attention of consumer purchasers the name "Touraine Sportswear of California" or otherwise representing directly or by implication that such garments are manufactured in California; provided, however, that this agreement shall not be construed as precluding use of such tags on other matter when they bear a clear disclosure of the actual place of manufacture, for example, "Made in New York." (5420472, Oct. 28, 1954.)

8566. Photo-Like Murals—Nature, Manufacture.—Peter C. Goldsmith is an individual trading as Foto Murals of California, with his place of business in Los Angeles, Calif., engaged in the business of offering for sale, selling and distributing in commerce, wall decorative products, which he designates as "Foto Murals," "Photographic Murals" and "Muralettes."

For many years a number of concerns have been engaged in the production of true photographic murals, or "photo murals" as they are commonly called. These are produced by photographic processes, whereby an enlargement is made from a photographic negative on

sensitized photographic paper and then developed in suitable photographic developers. Customarily each enlargement is individually made to the size and finish ordered by the customer. A product made by such process is, in fact, an enlarged photograph.

The process by which the products sold by the said Peter C. Goldsmith are made is one adopted to multiple reproduction. Here, an enlargement of a photograph is produced onto either metal or sensitized gelatin plates which are put in presses that reproduce in quantity the scene or image of the photograph. The process is essentially a printing process, and the resulting products are mechanical reproductions of photographs.

Peter C. Goldsmith entered into an agreement that in connection with the offering for sale, sale and distribution of mechanical reproductions, he will cease and desist from using the term "Foto Murals" or "Photographic Murals" as descriptive of such products, and otherwise representing directly or by implication that such products are photo murals or photographic enlargements; and from using the words "Foto Murals" in or as part of his trade name unless such name wherever used is directly accompanied by a clear disclosure that the products are reproductions. (5420394, Oct. 28, 1954.)

8567. **Re-Weaving Course—Opportunities, Earnings, Ease of Learning, Relevant Facts, Etc.**—Wilson B. Fothergill, an individual trading as The Re-Weavers Institute, with his principal place of business located in Portland, Oregon, engaged in offering for sale and selling in commerce, a course of instruction in reweaving damaged woven garments, entered into an agreement that in connection with the sale of his course of instruction in re-weaving he will cease and desist from:

(1) Representing that those who take the course of instruction will thereby be enabled to earn from \$15 to \$50 per week doing re-weaving work at home;

(2) Misrepresenting or exaggerating the earning capacity of individuals as a result of their taking the course of instruction;

(3) Misrepresenting or exaggerating the opportunities for obtaining re-weaving assignments from cleaners and dyers or other commercial establishments;

(4) Representing to prospective students that practical experience is not required in obtaining employment in the re-weaving industry;

(5) Representing to prospective students that they will receive assistance in obtaining employment as re-weavers, when such is not the fact;

(6) Representing that contractual arrangements will be made with dry cleaners for students to do all their re-weaving work;

- (7) Inserting advertisements in help-wanted columns when in fact no employment is offered to those who respond to the advertisements;
- (8) Representing that re-weaving may be learned readily, quickly or expertly;
- (9) Representing that re-weaving requires no special skills;
- (10) Representing that there is a great shortage of re-weavers;
- (11) Representing that experienced teachers guide students through the work;
- (12) Misrepresenting the value of the supplies furnished purchasers of the course;
- (13) Failing to furnish all the supplies to which students are entitled;
- (14) Using the word "Institute" or any simulation thereof as part of the trade name, or otherwise representing, directly or by implication, that the business is an organization for the promotion of research, experimentation, investigation or study. (5420261, Oct. 28, 1954.)

8568. **Skin Preparation—Therapeutic and Preventive Qualities, Comparative Merits.**—Creola Carmichael, an individual trading as Dex Pharmacal Co., with her principal place of business located in the city of Birmingham, Ala., and Clem Carmichael, an individual, actively operating the business of Dex Pharmacal Co., engaged in offering for sale and selling in commerce, a preparation designated "Dex-O-Fene," entered into an agreement that they, and each of them, 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, whether sold under that name or any other name, which represents directly or by implication:

- (1) That the preparation is a remedy or cure for acne, eczema, impetigo, tetter, pimples, blackheads, blemishes, rashes, or skin irritations in general;
- (2) That the preparation is effective where other preparations have failed;
- (3) That the preparation prevents infection, prevents skin diseases, or keeps the skin free of germs or surgically clean;
- (4) That the action of the preparation with respect to skin bacteria is in any way similar or comparable to the action of Sulfa or Penicillin;
- (5) That because the preparation contains hexachlorophene, its effect is similar to that of the product to which the advertising refers as having been "praised by leading magazines and proven by many tests in hospitals and clinics." (5420485, Oct. 28, 1954.)

8569. **Hooked Rugs—Rayon as Wool, Etc.**—Mercantile Stores Co., Inc., a Delaware corporation, with its principal place of business located in the city of Wilmington, Del., and Mercantile Stores Co., Inc. (N. Y.), a New York corporation, with its principal place of business located in the city of New York, N. Y., a wholly owned subsidiary of said Delaware corporation, engaged in the business of offering for sale and selling in commerce, hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of hooked rugs they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420339, Nov. 2, 1954.)

8570. **Hooked Rugs—Rayon as Wool, Etc.**—Bunge Corp., a New York corporation, with its principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and

in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers:

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420339, July 22, 1954.)

8571. **Hooked Rugs—Rayon as Wool, Etc.**—Rugby Rug Mills, Inc., a New York corporation, with its principal place of business located in the city of New York, N. Y., and Herbert S. Rosenfeld and Helene Rosenfeld officers thereof, engaged in the business of offering for sale and selling in commerce, hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420453, Nov. 2, 1954.)

8572. **Hooked Rugs—Rayon as Wool, Etc.**—Trans-Ocean Import Co., Inc., a New York corporation, with its principal place of business located in the city of New York, N. Y., and Philip Brenner and

Charles Rostov, officers thereof, engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon of acetate without clearly disclosing such rayon and acetate content. (5420452, Nov. 2, 1954.)

8573.⁴ **Hooked Rugs—Rayon as Wool, Etc.**—Alvin M. Hayim and Ella M. Hayim, copartners trading as Hayim & Co., with their principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in

⁴ Stipulation numbered 8574 was rescinded November 2, 1954.

letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420316, Nov. 2, 1954.)

8575. **Hooked Rugs—Rayon as Wool, Etc.**—Michaelian & Kohlberg, Inc., a New York corporation, trading as Spinning Wheel Rugs, with its principal place of business located in the city of New York, N. Y., and Frank M. Michaelian, president thereof, engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them, will cease and desist from:

(1) Using the word "wool" or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon or of acetate without clearly disclosing such rayon or acetate content. (5420442, July 22, 1954.)

8576. **Hooked Rugs—Rayon as Wool, Etc.**—Stern Brothers, 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 hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Using the word "wool" or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or

felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420454, July 22, 1954.)

8577. **Hooked Rugs—Rayon as Wool, Etc.**—The Hecht Co., a Maryland corporation, with its principal place of business located in the city of Baltimore, Md.; a major office also located in Washington, D. C., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420455, July 22, 1954.)

8578. **Hooked Rugs—Rayon as Wool, Etc.**—Edward Keyan, Gregory Keyan and Haigouhi Kehyayan, trading as Hooked Rug Importing Co., with their principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon or of acetate without clearly disclosing such rayon as acetate content. (5420369, June 17, 1954.)

8579. **Hooked Rugs—Rayon as Wool, Etc.**—Henry Gertmenian and Newton C. Matthews, copartners trading as Henry Gertmenian Co., with their principal place of business located in the city of San Francisco, Calif., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product, they, and each of them, will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool; provided that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon or of acetate without clearly disclosing such rayon or acetate content. (5420336, June 17, 1954.)

8580. **Hooked Rugs—Rayon as Wool, Etc.**—Franklin Rug Co., a New York corporation, with its principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of hooked rugs it will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420314, June 17, 1954.)

8581. **Hooked Rugs—Rayon as Wool, Etc.**—Otto Gerdau Co., a New York corporation, with its principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at

least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420346, June 17, 1954.)

8582.⁵ **Civil Service Examination Courses—Government Connection, Veterans' Administration Approval, Civil Service Position Guarantee, Etc.**—Robert G. Busse, an individual trading as Lincoln Institute, with his principal place of business located in Pekin, Ill., engaged in the business of offering for sale and selling in commerce, correspondence courses designed to assist persons to pass Civil Service examinations, entered into an agreement that in connection with the sale of courses of instruction he will cease and desist from:

(1) Representing, by the use of words and phrases such as "Director," "Field Registrars," "Executive Offices," or by any other means, that his business has any connection with the United States Government or any branch or agency thereof;

(2) Representing that the courses of instruction are approved by the Veterans Administration;

(3) Representing that those completing the courses of instruction are assured of obtaining passing grades in Civil Service examinations or will be qualified for Civil Service positions or that they are assured of obtaining employment in Government, or employment in geographical areas selected by them;

(4) Representing that a staff of trained instructors is employed;

(5) Representing that instructors will visit students while they are taking the courses;

(6) Using the word "Institute" or any word or term of similar import or meaning as part of the trade name;

(7) Failing to clearly disclose in advertising that his business is a private correspondence school which has no connection with the United States Government. (5421455, Nov. 2, 1954.)

8585. **Artificial Stone Wall Facing—Nature, Guarantee.**—Stone Corp. of America, a New Jersey corporation, with its office and principal place of business located in the city of Bay Head, N. J., engaged in the business of offering for sale and selling in commerce, an artificial

⁵ Stipulation numbered 8583 was rescinded April 26, 1955 and stipulation numbered 8584 was rescinded November 9, 1954.

stone wall facing designated "Pura-Tex Stone," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, or any other product of substantially the same composition, whether sold under that name or any other name, it will cease and desist from representing:

(1) By use of the words "stone," "aristocrat of stones," or other word or words of similar import, that Pura-Tex Stone is stone or rock in its natural state;

(2) That Pura-Tex Stone is guaranteed for twenty-five years unless the nature and extent of the guarantee and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed. (5420396, Nov. 16, 1954.)

8586. "Awards"—Purported Superiority of Product, Selection by Well-Known Personalities.—Max Rogel is an individual engaged in publicity and public relations work under the trade name of Max Rogel & Associates with offices located in Newark, N. J. In May 1951 the said Max Rogel caused to be incorporated under the laws of the State of New Jersey a corporation known as Charm Institute, Inc., with its principal office located in New York, N. Y. From its incorporation until its dissolution thereof in June 1952, the said Max Rogel was president of the aforesaid corporation.

Charm Institute, Inc., before its dissolution was engaged in the practice of granting so-called "awards" to manufacturers and distributors of products in diverse fields of competition. The so-called "award" by Charm Institute, Inc. was in the form of a gold medallion and was designated "Charm Institute Gold Medal Award." Said award was granted to only one manufacturer or distributor in each of several fields of competition and was intended to be used or featured in advertising the product for which it was granted. Said awards were to have been made on the basis of the superiority of the product for which said award was granted in its field of competition from the standpoint of quality, design, styling, fashion originality and color.

In the course and conduct of granting such awards the said corporation transmitted booklets, reports, correspondence and other information in commerce. Through the operation of the aforesaid corporation the said Max Rogel was enabled to and did enter into contracts with several recipients of awards to publicize said awards by means of various advertising media as an inducement to purchase the products for which said award was made, all of which enured to the benefit of the said Max Rogel, doing business as Max Rogel & Associates.

The letterheads used by the aforesaid Charm Institute, Inc., carried the names of persons well-known in the entertainment field or otherwise familiar to the public, as "directors" of said corporation. A list-

ing of the members of the said corporation's "Marketing Committee" also included the names of well-known stage and screen personalities.

By use of statements, claims, representations, acts and practices Charm Institute, Inc. and Max Rogel through said corporate device directly and impliedly represented that the product for which the award was granted had been in competition with competitive products, selected and adjudged the most outstanding in its field from the standpoint of quality, style, design, color and fashion originality by a group of impartial persons qualified to make such selection; and the well-known personalities were actively associated with Charm Institute, Inc. in an official capacity or participated in the selection of products for the award.

In truth and in fact said awards were not based upon superiority of the products selected, as adjudged by impartial or qualified appraisers, and the well-known persons listed on the aforesaid corporations letterheads and as members of its "Marketing Committee" did not actively participate in the business affairs of the said corporation or in the selection of products to receive the award.

Max Rogel entered into an agreement that he will cease and desist, directly or through any corporate or other device, or in any other manner, from:

(1) Granting or giving any so-called "award" or other special recognition to a product or to the manufacturer or distributor thereof, which recognition is purportedly based upon the superiority of the product to other products in the same competitive field as adjudged by impartial and qualified appraisers, when such was not in fact the basis for the "award" or other special recognition;

(2) Representing that well-known personalities participated in the selection of the product to receive the "award" or other special recognition, or were associated in any capacity with the organization conferring the same, when such was not the fact. (5420250, Nov. 23, 1954.)

8587. **Diamonds—Prices, Sales Volume, Stocks, Dealer as Importer.**—Anderson Jewelry Co. is a Utah corporation, with its principal place of business located in Salt Lake City, Utah, and Charles D. Anderson and C. Donald Anderson, until March 1, 1954, were officers thereof and managed and controlled the policies of said corporation. According to information presented on March 1, 1954, Charles D. Anderson and C. Donald Anderson resigned and sold their interests in the Anderson Jewelry Company. The corporation is engaged in the business of offering for sale and selling in commerce, diamonds and other jewelry.

Anderson Jewelry Co. and Charles D. Anderson and C. Donald Anderson entered into an agreement that in connection with the offer-

ing for sale, sale and distribution of diamonds and other jewelry, they and each of them, will cease and desist from representing:

(1) That the regular price of their diamonds or other jewelry is any amount in excess of the price at which such merchandise is being offered for sale or has been sold by them in recent regular course of business:

(2) That the price at which diamonds or other jewelry is offered for sale constitutes a reduction of one-half or any other proportion or amount from their usual or regular price, when such is not a fact;

(3) That the value of diamonds or other jewelry is in excess of their actual value, provided that this shall not prevent representations that merchandise has a worth or value in excess of the stated price if such worth or value is based upon the price at which comparable merchandise is sold by other retailers in the same trade territory;

(4) By use of the words "Million Dollar Diamond Sale," or otherwise, that they have an annual or quarterly sales volume in diamonds of one million dollars or any other amount in excess of their actual sales volume;

(5) That they have the largest selection of diamonds in the West or the largest assortment of diamonds ever assembled under one roof;

(6) That they import diamonds directly from South Africa. (5420418, Nov. 23, 1954.)

8588. **Miscellaneous Merchandise—Fictitious Pricing.**—J. Jacob Shannon & Co., a Pennsylvania corporation, with its principal place of business located in Philadelphia, Pa., engaged in offering for sale and selling in commerce, miscellaneous merchandise, entered into an agreement that in connection with the offering for sale, sale and distribution of miscellaneous merchandise, it will cease and desist from:

Representing as the regular price of an article of merchandise, a price in excess of that at which such article is usually offered for sale in the regular course of business. (5420379, Nov. 30, 1954.)

8589. **Men's Jackets—Armed Forces Specifications.**—Pioneer Work Clothes, 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, jackets which closely resemble jackets issued and furnished to members of the United States Armed Forces in color, pattern and style, entered into an agreement that in connection with the offering for sale, sale and distribution of wearing apparel it will cease and desist from:

Representing, directly or by implication, by marking, branding, labeling, tagging, or in any other manner, that such merchandise was manufactured by the Armed Forces of the United States, or in accordance with specifications of said Armed Forces, when such is not the fact. (5420909, Dec. 7, 1954.)

8590. **Rheumatism Treatment—Therapeutic Properties, Comparative Merits.**—Samuel Fox, an individual trading as Berjac Products, with his principal office and place of business located at Brooklyn, N. Y., engaged in the business of offering for sale and selling in commerce, a drug product designated "Rematron," 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 represent directly or by implication:

(a) That the product is of aid in arresting the progress of arthritis, rheumatism, sciatica or neuritis or that it has any beneficial effect in cases thereof except to afford temporary relief of minor aches, pains or fever;

(b) That the product acts at once or has a faster or longer lasting effect than competing products. (5420924, Jan. 4, 1955.)

8591. **Freezers and Food Purchase Plan—Savings and Food Costs.**—Rich Plan Corp. is a Nevada corporation, with its principal place of business in Dallas, Texas. It was organized on May 11, 1953 to take over the assets and assume the liabilities of a corporation of the same name, as of May 1, 1953, which had been organized and was doing business under the laws of Delaware. With the exception of Ernest D. Wright, who had been Secretary-Treasurer and Comptroller of the Delaware corporation from January 11, 1951, until his resignation on June 3, 1952, and who became Executive Vice President of the Nevada corporation, there was a complete change in management and personnel after this change of ownership in May 1953.

Rich Plan Corp. (a Nevada corporation) and Ernest D. Wright, as an officer thereof, are engaged in the business of offering for sale and selling in commerce, freezers and a food purchase plan being designated The Rich Plan.

The Rich Plan Corp. (a Delaware corporation) as the predecessor to Rich Plan Corp. (a Nevada corporation) and Ernest D. Wright, as an officer thereof, engaged, prior to May 1953, in the business of offering for sale and selling in commerce, freezers and a food purchase plan, the food-freezer plan being designated The Rich Plan.

Rich Plan Corp. and Ernest D. Wright entered into an agreement that in connection with the offering for sale, sale and distribution in commerce, of freezers and a food purchase plan, the combined food-freezer plan being designated The Rich Plan, they, and each of them, will cease and desist from representing:

(1) That "tremendous" or "unbelievable" savings on food costs can be effected under the plan or that food prices under the plan are con-

sistently well below regular retail prices for the same or comparable items;

(2) That the freezer can be paid for from savings in food costs or that the purchase of the freezer entails no additional expense over and above the former outlay for food alone:

(3) That virtually every food item can be obtained through the plan;

(4) That food can be bought under the plan at wholesale prices or from a wholesaler;

(5) That the plan gives a four-months' supply of food at the same cost as a three-months' supply of food purchased at regular retail prices;

(6) That a specific percentage or dollar amount of food costs can be saved under the plan;

(7) That the plan is a means of overcoming the high cost of eating. (5420337, Jan. 20, 1955.)

8592. **Insecticide—Safety, Effectiveness.**—Candle-Lite Chemical Co., Inc., a Florida corporation, with its office and principal place of business located in Miami, Fla., engaged in the business of offering for sale and selling in commerce, an insecticide device for dispensing lindane designated "Exterm-O-Lite," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for any insecticidal device dispensing lindane, designated "Exterm-O-Lite," whether sold under that name or any other name, which represents directly or by implication that:

(a) The product is safe, unless expressly limited to use strictly in accordance with directions;

(b) The product protects the home from insects, or kills insects, or otherwise refers generally to insecticidal action, unless clearly limited to specific insects against which the product is effective;

(c) The vapor resulting from use of this product is effective in nooks, cracks and crannies;

(d) The product is effective in the control of moths. (5420587, Jan. 20, 1955.)

8593. **Freezers and Food Purchase Plan—Savings, Food Costs, Etc.**—National Food Foundation, Inc., is a Connecticut corporation, with its principal place of business located in Hartford, Conn. National Food Foundation of Springfield, Inc. is a Connecticut corporation, with its principal place of business located in Springfield, Conn. Benjamin B. Cooper, Albert A. Aaron, Sidney Martin and Jerome M. Good are officers of said corporations. The said corporations and individuals are engaged in the business of offering for sale and selling

in commerce, home freezers and a Freezer-Food Plan. The Freezer-Food Plan is a combination deal involving a home freezer and an initial supply of food. The food is furnished by independent outlets. No food is purchased or handled by these corporations or individuals and after the initial sale all further food orders are handled directly between the purchaser and the food company.

National Food Foundation, Inc., National Food Foundation of Springfield, Inc., Benjamin B. Cooper, Albert A. Aaron, Sidney Martin and Jerome M. Good entered into an agreement that in connection with the offering for sale, sale and distribution in commerce, of home freezers and a Freezer-Food Plan, they, and each of them, will cease and desist from representing directly or by implication:

(1) That food can be purchased under the plan at wholesale prices or at prices consistently below the prices for such food in regular retail outlets;

(2) That the freezer can be paid for from savings in food costs or that the purchase of the freezer entails no additional expense over and above the former outlay for food alone;

(3) That the freezer is given without cost to those joining the National Food Foundation Discount Club;

(4) That \$300 a year or any other specific amount can be saved in food costs under the plan;

(5) Through the use of the name "National Food Foundation" or by any other means, that the business conducted is other than a commercial enterprise operated for profit. (5420800, Jan. 20, 1955.)

8594. **Freezers—Cost, Food Savings.**—Deepfreeze Appliance Division, Motor Products Corp., a New York corporation, with its principal place of business located in Detroit, Mich., engaged in offering for sale and selling in commerce, home freezers designated "Deepfreeze," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing:

(1) That savings in food costs will pay for the freezer;

(2) That any definite monetary amount or definite percentage of food costs can be saved through the use of a home freezer. (5420242, Jan. 20, 1955.)

8595. **Plastic-Coated Fabric—Composition, Nature.**—Cotan Corp., a Delaware corporation, with its principal place of business in Newark, N. J., engaged in offering for sale, selling and distributing in commerce, a product designated "Cohyde," a type of plastic-coated fabric having, as one of its designs, a simulated leather grain, entered into an agreement that in connection with the offering for sale and distribution of that product it will cease and desist from:

- (1) Using the word "genuine" along with said name, "Cohyde";
- (2) Using illustrations of a stretched animal hide;
- (3) Using the brand name "Cohyde" or any name containing the word "hide" or simulations thereof to designate or describe said product, unless wherever used such name is accompanied by such disclosure of the general nature of the product or the coating used as will clearly show that the product is not leather. (5420309, Jan. 20, 1955.)

8596. **Birth Control Device—Effectiveness, Commercial Enterprise as Institute.**—Robert M. Sherman, an individual trading as Birth Research Institute, with his principal place of business in New York, N. Y., engaged in the business of offering for sale, selling and distributing in commerce, a calendar-slide device designated "Advis-A-Guide," intended for use in calculating women's sterile and fertile periods, entered into an agreement that in connection with the offering for sale, sale and distribution of that device he will cease and desist from:

(a) Representing directly or by implication that the said device enables a woman to ascertain with certainty her fertile and sterile days;

(b) Representing directly or by implication that the said device is of value to women generally when it makes no adequate allowance for variations in the duration of the cycles;

(c) Using the word "Institute" in his trade name or otherwise representing directly or by implication that his business is other than a commercial enterprise conducted for profit. (5420397, Jan. 20, 1955.)

8597. **Vaporizer and Vaporizing Chemical—Bactericidal Qualities, Medical and Government Endorsement.**—Vapor Chemical Co., a Michigan corporation, with its principal place of business located in Rives Junction, Mich., engaged in offering for sale and selling a vaporizing device designated "Vapo-Swat Jr." and, for use therewith, a chemical compound designated "Vapo-Glyco," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisements for a vaporizing device now designated "Vapo-Swat Jr." and, for use therewith, a chemical compound now designated "Vapo-Glyco" which represents directly or by implication:

(1) That Vapo-Swat Jr. or Vapo-Glyco, or the combination thereof, is effective in fighting disease, reduces the incidence of infection or the spread of communicable disease, attacks harmful air-borne bacteria or disease-causing viruses, or sanitizes air;

(2) That Vapo-Swat Jr., or Vapo-Glyco, or the combination thereof, is of value in the prevention or reduction of the spread of common colds, flu, sinus, measles, mumps, chicken pox, or any other disease; or

(3) That Vapo-Glyco has been recommended or endorsed by consumer magazines, medical journals, or any agency or branch of the U. S. Government. (5520119, Jan. 20, 1955.)

8598. **Hair Conditioner—Nature, Restorative Qualities.**—L. T. Products, Ltd., a California corporation, with its principal office and place of business located at Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, a product designated “John Garton Bon Coif Color Action Hair Conditioner,” 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:

(a) That the product is not a dye;

(b) That the product will restore the natural or original color of the hair. (5420392, Jan. 20, 1955.)

8599. **Plastic-Coated Upholstery Fabric—Nature.**—United States Rubber Co., a New Jersey corporation, with its principal place of business in New York, N. Y., for many years the manufacturer of an upholstery material with a plastic outer surface which it offers for sale, sells and distributes in commerce, under the trade-mark and brand name “Naugahyde,” entered into an agreement that in connection with the offering for sale, sale and distribution of its plastic-coated fabric designated “Naugahyde,” it will cease and desist from using the brand name “Naugahyde” or any name containing the word “hide” or simulations thereof to designate or describe said product, unless wherever used such name is accompanied by such disclosure of the general nature of the product or the coating used as will clearly show that the product is not leather. (5420444, Feb. 1, 1955.)

8600. **Sunglasses—Manufacture, Composition, Air Force Specifications, Quality.**—Eye-Site Laboratories and Sun-Dial Optical Co., Rhode Island corporations, with their principal place of business located in Providence, R. I., engaged in the business of offering for sale, selling and distributing in commerce, “No-Ray” sun glasses entered into an agreement that in connection with the offering for sale, sale and distribution of sun glasses, they and each of them will cease and desist from:

(1) Using the terms “ground,” “polished,” “ground and polished” or “ground and polished, thermally curved” as descriptive of any sun glass lenses of which both optical surfaces have not first been completely removed by an abrasive to eliminate surface imperfections and to obtain the desired form for the lenses and then polished so as to produce an optical finish which is free from visible surface defects such as scratches, waves and greyness, but not from using said terms as descriptive of the *plate glass* from which said lenses are made; Provided, that it is plainly disclosed in immediate conjunction therewith that such ground and polished plate glass was *thereafter* thermally curved;

(2) Using the terms "gold plated" or "gold" alone, to describe the metal frames of sun glasses having a coating of gold applied by electrolytic process, but not from using the term "gold electroplated" to describe frames coated electrolytically with gold to a minimum thickness equivalent to seven-millionths ($7/1,000,000$ ths) of an inch of fine gold, or the terms "gold flash," "gold washed" or "gold colored," if the coating is not of said minimum thickness;

(3) Using the designation "Aviation Type" or the words "type worn by Air Force pilots," as descriptive of sun glasses that are not of the same quality as those used by pilots of the armed forces;

(4) Representing that sun glasses with lenses made of ground and polished plate glass thereafter thermally curved are made of optical sheet stock, are hand polished, or are made with perfect quality lenses. (5420048, Feb. 1, 1955.)

8601. **Scalp Treatment—Hair-Growing Qualities.**—The Keratone Co., 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, preparations designated "Keratone Scalp Formula No. 1" and "Keratone Scalp Formula No. 2," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisements for those preparations which represents directly or by implication:

(1) That the preparations, used either alone or in combination, grow hair or promote the growth of hair;

(2) That the preparations, used either alone or in combination, prevent baldness. (5421336, Feb. 8, 1955.)

8602. **Vapor-Type Insecticides—Effectiveness.**—Bug-A-Roo, Inc., a Texas corporation, with its principal office and place of business located at Dallas, Texas, engaged in the business of offering for sale and selling in commerce, vapor type of insecticidal products designated "Mirakil," "Lite-N-Bug" and "Little Giant," entered into an agreement that in connection with the offering for sale, sale and distribution of those products it will cease and desist from disseminating any advertisement which represents directly or by implication:

(a) That the vapors from the products (1) reach into or are effective in every nook, cranny or crevice or (2) cause bugs or insects to come into the open;

(b) That (1) the products will rid premises of bugs or insects or (2) that by using the products premises will be free of bugs or insects;

(c) That the products are effective in the destruction of cockroaches, water bugs, ants, scorpions, silverfish or house crickets except when they are out in the open and accessible;

(*d*) That the products are effective in the destruction of (1) bed bugs, (2) fleas, (3) lice, (4) ticks or (5) bugs or insects which are destructive of homes, furnishings, clothing or food. (5420625, Feb. 8, 1955.)

8603. **Sports Shirts—Place of Origin.**—Norbert Kenwood, an individual trading under the names Kingly Sportswear and Ace of California, with his place of business in New York, N. Y., engaged in the business of offering for sale and selling in commerce, sports shirts, entered into an agreement that in connection with the offering for sale, sale and distribution of sports shirts not manufactured in California, he will cease and desist from using the trade or brand name “Ace of California” unless said name wherever used is accompanied by a clear disclosure of the place where the shirts are manufactured; for example, “Made in New York” or “Made in the East.” (5420778, Feb. 1, 1955.)

8604. **Contour Chair—Healthful Qualities, Doctors’ Recommendations.**—Contour Sales, Inc., a Missouri corporation, with its principal office and place of business located at St. Louis, Mo., engaged in the business of offering for sale and selling in commerce, a chair designated “Contour Chair Lounge,” entered into an agreement that in connection with the offering for sale, sale and distribution of a chair designated “Contour Chair Lounge,” it will cease and desist from representing directly or by implication:

(*a*) That the chair will restore energy equivalent to two hours of sleep or that it has any significant effect on the restoration of energy;

(*b*) That the chair is anatomically correct or that it provides proper body alignment;

(*c*) That the chair reduces muscular tension, artery pressure or vein pressure;

(*d*) That the chair is of value in cases of cardiac conditions except to aid in facilitating breathing in cases of cardiac decompensation by affording a means of resting with the head elevated;

(*e*) That the chair is of value in cases of circulatory conditions except to afford a means of aiding in accomplishing a temporary reduction of swelling in the legs;

(*f*) That the chair has a beneficial effect on posture;

(*g*) That the chair overcomes fatigue or strain or that it has a beneficial effect on nervous tension;

(*h*) That the chair has made other furniture or resting devices obsolete;

(*i*) That the chair is an aid to beauty or that it will improve the skin or complexion;

(*j*) That the chair will add years to a person’s life;

(*k*) That the chair is generally recommended by doctors or the medical profession;

(*l*) That the chair has any effect in affording deeper breathing except to such extent as it may aid in facilitating breathing in cases of cardiac decompensation by affording a means of resting with the head elevated. (5420653, Feb. 15, 1955.)

8605. **Metal Awnings—Durability.**—Youngstown Industries, Inc., an Ohio corporation, with its principal place of business located in the city of Girard, Ohio, engaged in offering for sale and selling in commerce, metal awnings designated "Shieldall," entered into an agreement that in connection with the offering for sale, sale and distribution of metal awnings designated, "Shieldall," it will cease and desist from representing directly or by implication:

(1) That its metal awnings are storm proof;

(2) That its metal awnings require no maintenance;

(3) That the colors in which its metal awnings are finished are impervious to the elements or will last a "lifetime." (5420489, Feb. 17, 1955.)

8606. **Juice Extractor—Comparative Merits, Relevant Facts, Public Health Service Approval, Therapeutic Properties.**—Sweden Freezer Manufacturing Co., a Washington corporation, with its principal office and place of business at Seattle, Wash., engaged in the business of offering for sale and selling in commerce, a juice extractor designated "Sweden Speed Juicer," entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from representing:

(*a*) That comparison tests with other juicers prove that juices extracted by the Sweden Speed Juicer give up to 60% more vitamins or minerals or any amount not in accordance with the facts;

(*b*) That the Sweden Speed Juicer is manufactured according to requirements of the Federal Food, Drug and Cosmetic Act;

(*c*) That the Sweden Speed Juicer has been approved by the United States Public Health Service;

(*d*) That (1) it maintains a nutritional research department or (2) that the average diet is deficient in vitamins or minerals;

(*e*) That the use of vegetable juices or fruit juices in the manner recommended by it will be effective in overcoming or treating allergies, anemia, angina pectoris, hardening of the arteries, arthritis, asthma, astigmatism, bladder disease, boils, carbuncles, high blood pressure, low blood pressure, brights disease, bronchitis, cancer, cataract, catarrh, colds, colitis, constipation, coronary thrombosis, dermatitis, diarrhea, eye diseases, fever, gall stones, goiter, gout, hay fever, hernia, hemorrhoids, piles, influenza, jaundice, diseases of the kidneys,

laryngitis, nephrosis, diseases of nervous system, overweight, ophthalmia, pleurisy, peptic ulcer, pernicious anemia, pyelitis, pyrosis, heartburn, rheumatism, rickets, rhinitis, thrombosis, tonsillitis, tumors, ulcers, varicose veins, bad breath or halitosis due to constipation, indigestion, chronic tonsillitis, disease of the nose, decayed teeth, ulcerated teeth or malaise preceding the onset of serious acute disease or accompanying disorders such as colds, chills, or dyspepsia;

(f) That the use of carrot juice, celery juice, spinach juice, or parsley juice in the manner recommended will be effective in preventing slow growth, nerve disorders, poor muscular control, irregular heart action, loss of weight, poor digestion, constipation, sleeplessness or high strung nerves;

(g) That (1) the use of carrot juice, beet juice, lettuce juice, or turnip juice in the manner recommended is a blood builder or (2) that the use of cabbage juice or celery juice in the manner recommended will be effective for ulcers;

(h) That the consumption of fruit juices or vegetable juices extracted by its product will build vitality, stamina, resistance to common colds or infections, aid digestion, combat hyperacidity, promote quicker recuperation from illnesses, assure health, act as tissue builders for children, give children strong bones or teeth or help tone up sluggish systems;

(i) That (1) carrots, cabbage, lettuce or cauliflower are sources of Vitamin D, (2) potassium nourishes the muscular system or with phosphorus nourishes the brain cells, (3) potassium is a healer of injuries, alkalizes the system or helps heart functions, (4) manganese is important to red blood corpuscles or essential to functioning of the mental-nervous system, (5) silicon is essential in maintenance of health or strength, aids in case of sexual weakness, varicose veins or flabby flesh or is an antiseptic agent, (6) iodine eliminates body toxins, normalizes the nervous system or maintains mental or physical balance, (7) the consumer may select certain vegetables and rely upon juices extracted therefrom as being sources of iodine, or (8) that the cooking of vegetables destroys a significant amount of their vitamin or mineral content;

(j) That (1) fresh carrot juice normalizes the system, is a solvent for ulcerous conditions, or combined with beet, lettuce or turnip juices, is a blood builder, (2) fresh apple juice tones or cleanses the body, metabolizes fatty foods, or promotes intestinal activity, (3) fresh celery juice is a nerve tonic, provides food for blood cells, is a builder or cleanser of the blood or keeps calcium in distribution, (4) fresh spinach juice builds red corpuscles, or cleanses, reconstructs or regenerates the intestinal tract, (5) fresh cabbage juice heals the body,

or (6) that fresh cucumber juice aids gall bladder conditions or combined with carrot or beet juice is a cleansing or healing aid for gall bladder, liver, kidneys, prostate or sex glands. (5420595, Mar. 15, 1955.)

8607. **Course in Religious Subjects—Correspondence School as College.**—College of Divine Metaphysics, an Indiana corporation, with its offices in Indianapolis, Ind., engaged in the operation of a correspondence school, offering for sale and selling in commerce courses of study in religious subjects, entered into an agreement it will cease and desist from using the word “College” or any other word or words of similar import or meaning in its corporate name or in any other manner to designate or refer to its school, unless in advertising, bulletins, lesson material, textbooks, diplomas, and other promotional material, and in sales presentations whenever used, clear and conspicuous disclosure is made in immediate conjunction with such word or words that the enterprise is a correspondence school without resident facilities, or that it is wholly a correspondence school. (5420938, Mar. 15, 1955.)

8608. **Book Publishing Service—Government Approval.**—Miriam Gilbert, an individual trading as New Voices Publishing Company, Authors’ and Publishers’ Service and New Writers’ Book Club, with her principal office and place of business located in Jackson Heights, N. Y., engaged in the business of offering for sale and selling in commerce, books and an authors’ and publishers’ service and a book publishing service entered into an agreement that in connection with the offering for sale and sale of the books and services, she will cease and desist from representing directly or by implication that the United States Information Service or any other agency of the Federal government approves or recommends her or any of her aforesaid enterprises. (5421325, Mar. 15, 1955.)

8609. **Paper Playhouse—Safety, Durability, Equipment.**—Novel Manufacturing Co., 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, a kraft paper item designated “Giant Kiddie Playhouse,” entered into an agreement that in connection with the offering for sale, sale and distribution of its Giant Kiddie Playhouse, it will cease and desist from:

(1) Representing that its “Giant Kiddie Playhouse” has been flameproofed;

(2) Representing that the product is durable or rugged;

(3) Representing that such product is equipped with a roof, windows, curtains, shingle walls or swinging doors;

(4) Failing to disclose clearly that the product must be mounted on a support such as a card table. (5420858, Mar. 15, 1955.)

8610. **Course in Religious Subjects—Correspondence School as College.**—College of Universal Truth, an Illinois corporation, with its offices in Chicago, Ill., engaged in the operation of a correspondence school, offering for sale and selling in commerce, courses of study in religious subjects, entered into an agreement that in connection with the offering for sale and the sale of courses of study and instruction, it will cease and desist from using the word “college” or any word or words of similar import or meaning in its corporate name or in any other manner to designate or refer to its school, unless in advertising, bulletins, lesson material, textbooks, diplomas, and other promotional material, and sales presentations whenever used, clear and conspicuous disclosure is made in immediate conjunction with such word or words that the enterprise is a correspondence school without resident facilities, or that it is wholly a correspondence school. (5420939, Mar. 15, 1955.)

8611. **Tables—Composition, Value.**—The Hecht Co., a Maryland corporation, with its principal office and place of business located in Baltimore, Md.; also a major office and place of business located in Washington, D. C., engaged in the business of offering for sale and selling in commerce, tables designated “Teneer Top Tables,” entered into an agreement that in connection with the offering for sale, sale and distribution of the tables it will cease and desist from:

(a) Representing that the tops of the tables are leather tops or that the tops are made of a single piece of leather or hide; provided, however, that this shall not be construed as an agreement not to represent that the tops are made by a process which incorporates as a part thereof the application to the base of said tops of a fine layer or coating of pulverized or ground leather which is fused between coatings of lacquers;

(b) Representing the tables as composed predominantly of mahogany veneers or as having any proportion of mahogany not in accordance with the facts;

(c) Representing that the tables have a value of \$69.95 or any other value in excess of the price at which said tables are usually and regularly sold to the purchasing public. (5420853, Mar. 15, 1955.)

8612. **Vaporizing Insecticide—Safety, Effectiveness.**—Insect-O-Lite Co., Inc., an Ohio corporation, with its principal office and place of business located in Cincinnati, Ohio, engaged in the business of offering for sale and selling in commerce, an insecticide product consisting of a vaporizing device designated “Insect-O-Lite” and a form of Lindane for use therein, designated “Insectane,” entered into an agree-

ment that in connection with the offering for sale, sale and distribution of the product now designated as aforesaid, it will cease and desist from disseminating any advertisement in regard thereto which represents directly or by implication:

(a) That the product is safe or harmless except when used according to directions;

(b) That the product is effective in controlling ants, bedbugs, clothes moths, roaches, silverfish, spiders, water bugs, termites, powder post beetles, crab lice, human lice, stored food or grain pests, mites, carpet beetles, ticks or parasites; provided, however, that this does not constitute an agreement by Insect-O-Lite Company, Inc., not to represent that the product is effective in killing ants, clothes moths, roaches, silverfish, spiders, water bugs and carpet beetles when they are out in the open and accessible.

(c) That the product (1) completely destroys insect life, (2) gets rid of insects, or (3) is sure death to insects. (5420600, Mar. 29, 1955.)

8613. **Phonograph Needles—Dealer as Manufacturer.**—Jack Bren and Irwin Levy are copartners trading as Diamond Stylus Co. of America, with their place of business in New York, N. Y., engaged in the business of offering for sale and selling in commerce, diamond tip phonograph needles, or “diamond styli,” as they are sometimes called; also engaged in the business of selling the diamond tips alone, which they insert in the cartridges of worn phonograph needles furnished by customers.

Jack Bren and Irwin Levy entered into an agreement that in connection with the offering for sale, sale and distribution of diamond tip phonograph needles or any other phonograph needles, and replacement tips, they and each of them will cease and desist from representing directly or by implication that they manufacture such products when in fact they employ no significant manufacturing operations thereon. (5421087, Mar. 29, 1955.)

8614. **Metal Polish—Foreign Origin, Results, Safety.**—Robert Frost, an individual trading as Frost's Industries, with his place of business in Hollywood, Calif., engaged in the business of offering for sale and selling in commerce, a metal cleaner-polish designated “Re-New-Plate,” entered into an agreement that in connection with the offering for sale, sale and distribution of that product, or any other product of substantially the same composition, he will cease and desist from representing directly or by implication:

(1) That said product is made according to a British formula or that it is a British product;

(2) That the coating which may be applied by said product is comparable to that put on by commercial plating methods;

(3) That said product will make dull silverplate or sterling look like new;

(4) That said product deposits silver on silver or, when used on silverware, will apply a coating to areas other than those which have been worn to the extent that the base metal is exposed; and further, that he will forthwith cease and desist:

(5) From failing to label said product with a conspicuous warning or caution substantially as follows:

"WARNING: Contact with acid liberates poison gas! May be fatal if inhaled! Thoroughly rinse from article any metal polish or other cleaning agent used as preliminary to applying Re-New-Plate before applying the latter. Do not breathe vapor or fumes. Do not contaminate foodstuffs. Keep away from children. May be fatal if swallowed! Use rubber gloves when applying Re-New-Plate." (5420857, Mar. 29, 1955.)

8615. **Vaporizing Insecticide—Effectiveness.**—Bay Drugs of Tampa, Inc., a corporation with an office and place of business located at Sarasota, Fla., and F. T. Berlin an individual of Los Angeles, Calif., copartners in the business known as Carol Beatty Co., with its principal office and place of business located in Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, an insecticide designated "TV Jr." and "Tele-Vapor, Jr." which is an asbestos collar impregnated with lindane which is volatilized by placing the collar over a light bulb, entered into an agreement that each of them, in connection with the offering for sale, sale and distribution of that product will cease and desist from disseminating or causing to be disseminated any advertisement in regard thereto which represents directly or by implication:

(a) That the product is effective when used with electrical bulbs of less than 100 watts;

(b) That the product (1) leaves a repelling residue or (2) keeps a house free of flies, ants, moths, roaches, mosquitoes or other insects;

(c) That the product prevents, kills or eliminates all insects. (5520163, Apr. 5, 1955.)

8616. **Fur Products—Misbranding, False Invoicing.**—Grayson Apparel Co., a Colorado corporation, with its principal place of business located in Denver, Colo., and B. B. Fischer, an officer thereof, are engaged in the business of offering for sale, selling and distributing in commerce, fur products which were made in whole or in part of fur, as the term "fur product" and "commerce" are defined in the Fur Products Labeling Act, and the Rules and Regulations promulgated there-

under. Among such fur products were coats and other articles of wearing apparel composed in whole or in part of fur.

Grayson Apparel Co. and B. B. Fischer 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) Misrepresenting their fur products by:

(1) Falsely or deceptively labeling or otherwise identifying said fur products, or using labels affixed to such products which contain any form of misrepresentation or deception with respect to such fur products;

(2) 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.

(3) 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) that the fur product contains or is composed of used fur when such is a fact;

(c) 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;

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

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

(f) the name of the country of origin of any imported furs used in a fur product.

(B) Falsely or deceptively invoicing fur products by:

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

(a) 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;

(b) That the fur product contains or is composed of used fur, when such is the fact;

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

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

(e) The name and address of the person issuing such invoice;

(f) The name of the country of origin of any imported furs contained in a fur product.

(2) Using on invoices the name or names of any animal or animals other than the name or names provided for in paragraph B (1) (a) above, or furnishing invoices which contain any form of misrepresentation or deception, directly or by implication, with respect to such fur product.

(C) Misbranding and falsely invoicing fur products by:

(1) Failing to show on labels and invoices the item number or mark of such fur product as required by Rule 40 of the Rules and Regulations.

(2) Using on labels or in invoices the names of fictitious or non-existent animals to describe a fur or fur product.

(D) Using labels that do not comply with the minimum size requirements prescribed by Rule 27 of the Regulations under the Fur Products Labeling Act.

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

(F) Setting forth the required information on labels in handwriting or in pencil or ink other than indelible ink.

(G) Failing to set out on labels the applicable parts of the required information in the sequence provided in Rule 30 of the Regulations under the Fur Products Labeling Act.

(H) Failing to precede the name of the country of origin of imported furs used in fur products by the term "Fur Origin." (5520508, Apr. 19, 1955.)

8617. Bleaching Product—Comparative Merits, Competitive Products.—Tidy House Products Co., a Nebraska corporation, with its principal place of business located in Shenandoah, Iowa, engaged in offering for sale and selling in commerce, a dry bleaching product designated "Dexol," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing, directly or by implication:

1. That because Dexol bleaches by oxidation, it is different from chlorine bleaches; or that chlorine does not bleach by oxidation; or representing in any way that Dexol works on a principle different from that of chlorine bleaches;

2. That chlorine bleaches cannot be used safely to bleach synthetic fabrics; or that they are harsh, unsafe, destructive or corrosive, unless limited to the improper use of those bleaches;

3. That the bleaching action of Dexol restores whiteness to fabrics yellowed by excessive use of other bleaches. (5420784, Apr. 26, 1955.)

8618. Men's Jackets—Armed Forces Specifications.—Fitzwell Sportswear, Inc., a New York corporation, with its principal place of business located in New York, N. Y., and Jacob Friedman an officer thereof, engaged in the business of offering for sale and selling in commerce, jackets which closely resemble jackets issued and furnished to members of the United States Armed Forces in color, pattern and style, entered into an agreement that in connection with the offering for sale, sale and distribution of wearing apparel they and each of them will cease and desist from:

Representing, directly or by implication, by marking, branding, labeling, tagging, or in any other manner, that such merchandise was manufactured for the Armed Forces of the United States, or in accordance with specifications of said Armed Forces, when such is not the fact. (5420714, Apr. 26, 1955.)

8619. Debt Collection Cards—Nature of Business.—Arthur Goldstein, an individual trading as Tobacco Surveys, Ltd., and Coffee Surveys, Ltd., with his principal place of business located in Hollywood, Calif., engaged in the business of selling and distributing in commerce, tracer post cards designed and intended to be used by creditors and collection agencies and others, in obtaining information concerning debtors, entered into an agreement that in connection with the offering for sale, sale and distribution of skip tracer post cards he will cease and desist from:

(1) Using the trade names, "Tobacco Surveys, Ltd." and "Coffee Surveys, Ltd." or any other name of similar import to designate, describe, or refer to his business, or otherwise representing that his business is other than that of obtaining and selling credit information, and

(2) Using post cards, questionnaires or other material which does not clearly and expressly state that the information requested is to be used for credit purposes. (5520164, Apr. 28, 1955.)

8620. Metal Awnings—Durability.—General Aluminum Products Corp., an Illinois corporation, with its principal place of business located in Chicago, Ill., engaged in offering for sale and selling in commerce, metal awnings designated Gem-Alum Aluminum Awnings, entered into an agreement that in connection with the distribution of metal awnings designated Gem-Alum Aluminum Awnings, it will cease and desist from representing, directly or by implication:

That its awnings require no maintenance or repairs. (5420969, Apr. 26, 1955.)

8621. Shoes—Orthopedic Features.—Endicott Johnson Corp., a New York corporation, with its principal office and place of business located at Endicott, N. Y., engaged in the business of offering for sale and selling in commerce, shoes designated "Guide Step Shoes," entered into an agreement that in connection with the offering for sale, sale and distribution of shoes now designated "Guide Step Shoes," it will cease and desist from representing:

(a) That the wearing of the shoes will keep the cuboid bone locked or in correct position;

(b) That the wearing of the shoes will keep the foot in correct or strong position;

(c) That the wearing of the shoes will (1) hold the heel or the heel bone in correct position, (2) prevent in-rolling of the heel bone or foot, (3) hold the foot in correct alignment, (4) prevent the bones of the foot from being thrown out of place or out of line, (5) keep the weight line straight, (6) straighten the weight line, (7) hold the foot in balance, (8) cause or enable the foot muscles to function efficiently, or (9) cause or enable one to walk as nature intended;

(d) That (1) it is beneficial in all cases to wear shoes which tend to guide the body weight to the outer edge of the foot, (2) the shoes have any significant beneficial effect in guiding the weight or the step, (3) the shoes help guide the step properly, or (4) that the wearing of the shoes will assure that weight is directed properly throughout the step;

(e) That the wearing of the shoes will eliminate, prevent or assure relief from (1) foot fatigue, (2) leg fatigue, (3) body fatigue, (4) body aches, (5) strained muscles or tendons, (6) foot pains, (7) leg pains, (8) back pains, (9) aching muscles, (10) aching arches, or (11) cramped foot bones;

(f) That the wearing of the shoes will (1) assure comfort, (2) eliminate, prevent or afford relief from foot trouble or discomfort in 7 out of 10 cases or in any other substantial proportion or percentage of cases, or (3) have any affirmative beneficial effect on growth, strength, development or health of the feet.

Nothing herein shall prevent Endicott Johnson Corp. from representing that the shoes embody devices or factors which are often approved by physicians as beneficial in preventing the persistence of in-rolling of the heel bone or foot of a child and in alleviating the symptoms of mild cases of in-rolling of the heel bone or foot of children and adults when such measures are found to be individually indicated.

It is hereby agreed, That Endicott Johnson Corporation may apply to the Federal Trade Commission to have this stipulation amended at such time as it may deem advisable.

The signing of this stipulation by Endicott Johnson Corporation is for settlement purposes only and does not constitute an admission by the said corporation that it has violated the Federal Trade Commission Act. (5420094, May 5, 1955.)

8622. **Hooked Rugs—Rayon as Wool.**—R. H. Macy & Co., 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 hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of hooked rugs it imports on its own behalf or as agents for any person, partnership or corporation, it will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight, provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5420370, May 19, 1955.)

8623. **Correspondence Course in Spanish—Ease and Speed of Learning, Testimonials.**—Nelson Doubleday, Inc., a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of publishing books, and within the two years last past has offered for sale, sold and distributed in commerce, a home-study course in Spanish designated "Madrival's Magic Key to Spanish," consisting of a text book and two phonograph records, entered into an agreement that in connection with the offering for sale, sale and distribution of a home study course in Spanish designated "Madrival's Magic

Key to Spanish," or any similarly constituted course in a foreign language, it will cease and desist from:

1. Representing that a person studying such course can learn to read, write or speak ten thousand Spanish or other foreign words in ten days, or can learn to speak Spanish or any other foreign language like a native, or in any other manner exaggerating the speed or ease with which a person taking such course will be able to learn, speak, read or write Spanish or any other foreign language;

2. Referring, through testimonials or otherwise, to the achievements of persons who have taken a private course given by the author of "Madrigal's Magic Key to Spanish," or any other private language course, in such manner as to represent directly or by implication that purchasers of a home study course can achieve comparable results. (5420788, May 19, 1955.)

8624. **Interlining Materials—Misbranding Under Wool Act.**—Philadelphia Quilting Co., Inc., a Pennsylvania corporation, with its principal place of business located in Philadelphia, Pa., and Joseph A. G. Bell, an officer thereof, are engaged in offering for sale, sale and distribution in commerce, of interlining materials.

Said interlining materials are wool products, as the term "wool products" is defined in the Wool Products Labeling Act of 1939 and are subject to the provisions of said Act and the Rules and Regulations promulgated thereunder.

Philadelphia Quilting Co., Inc., and Joseph A. G. Bell entered into an agreement that in connection with the introduction, or manufacture for introduction, into commerce, or the sale, transportation, or distribution in commerce of woolen interlining materials, or any other wool product within the meaning of said Act, they and each of them will:

(A) Forthwith cease and desist from misbranding wool products by:

1. Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers included therein;

2. Failing to securely affix to or place on each such product 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 product, exclusive of ornamentation not exceeding five percentum 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 five percentum or more, and (5) the aggregate of all other fibers;

(b) The maximum percentage of the total weight of such wool product of any non-fibrous 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, sale, transportation, distribution or delivery for shipment thereof in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939.

(B) Maintain proper fiber content records as required by the Wool Products Labeling Act and the Rules and Regulations promulgated thereunder:

1. Showing the percentage of wool, reprocessed wool, and reused wool, and of each kind of fiber other than wool, placed in the respective wool products of Philadelphia Quilting Co., Inc., in the form of fiber, yarn, fabric, or other form;

2. Showing such numbers, information, marks, or means of identification as will identify the said records with the respective wool products to which they relate; and

3. By keeping and maintaining as records under the Act all invoices, purchase contracts, orders or duplicate copies thereof, bills of purchase, business correspondence received, factory records, and other pertinent documents and data showing or tending to show (a) the purchase, receipt, or use by said Philadelphia Quilting Co., Inc., of all fiber, yarn, fabric or fibrous material, or any part thereof, introduced in or made a part of any such wool products of said Philadelphia Quilting Co., Inc.; (b) the content, composition or classification of such fiber, yarn, fabric or fibrous material with respect to the information required to appear upon the label of the wool products of said Philadelphia Quilting Co., Inc.; and (c) the name and address of the person or persons from whom such fiber, yarn, fabric or fibrous materials were purchased or obtained by said Philadelphia Quilting Co., Inc. (5520533, May 24, 1955.)

8625. **Hooked Rugs—Rayon as Wool.**—Miron Grossman, an individual trading as Miron Grossman, with his principal place of business located in the city of San Francisco, Calif., engaged in the business of offering for sale and selling in commerce, hooked rugs, entered into an agreement that in connection with the offering for sale, sale and distribution of that product he will cease and desist from:

(1) Using the word "wool," or any word or term indicative of wool, to designate or describe any product or portion thereof which is not composed wholly of wool, the fiber from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna, which has never been reclaimed from any

woven or felted product; provided, that in the case of products or portions thereof which are composed in substantial part of wool and in part of other fibers or materials, such terms may be used as descriptive of the wool content of the product or portion thereof if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fiber or material thereof in the order of its predominance by weight; provided further, that if any fiber or material so designated is not present in a substantial quantity, the percentage thereof shall be stated. Nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibers;

(2) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon without clearly disclosing such rayon content. (5520122, May 24, 1955.)

8626. **Slacks, Sportswear—Place of Origin.**—California Sportswear, Inc., a New York corporation, with its principal office in New York, N. Y., and Joseph Ginsberg and Harry Ginsberg officers thereof, engaged in the business of offering for sale and selling in commerce, skirts, slack suits and sportswear, entered into an agreement that in connection with the sale, sale and distribution of those products, not made in California, they and each of them will cease and desist from using the word "California" in their corporate or trade name unless wherever used such name is accompanied by a clear disclosure of the place of manufacture of such merchandise. (5420776, June 2, 1955.)

8627. **Cold Preparation—Therapeutic and Preventive Qualities.**—The Tenilhist Co., a Texas corporation, with its principal place of business located in Dallas, Texas, engaged in the business of offering for sale and selling in commerce, medicinal preparations designated "Tenilhist" and "Tenilhist Throat Lozenges," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for those preparations or any other preparations of substantially the same properties, whether sold under those names or any other names, which represents directly or by implication:

(1) That Tenilhist will cure, prevent, or shorten the duration of the common cold; provided, however, that nothing herein shall prevent representing that the use of the preparation relieves or checks and, in many cases, stops the symptoms or manifestations of the common cold, such as sneezing, nasal congestion, simple throat coughs, watering eyes, or watery or mucous discharge from the nose;

(2) That Tenilhist is the only preparation which is of any benefit in all stages of a cold;

(3) That Tyrothricin, an ingredient of Tenilhist Throat Lozenges, is effective against a wider range of germs associated with sore throat than is Penicillin;

(4) That a cold can be prevented by treating a sore throat with Tenilhist Throat Lozenges. (5420804, June 2, 1955.)

8628. **Book on Sex—Unique Nature.**—Leon Goodelman, an individual trading as Medical Research Press, with his principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a book entitled "Sex Without Fear," entered into an agreement that in connection with the offering for sale, sale and distribution of that book, he will cease and desist from representing, directly or by implication:

That "Sex Without Fear" is the only book of its kind which is ethically distributed solely through ministers, physicians and marriage counselors. (5421105, June 2, 1955.)

8629. **Combination Storm Windows and Doors—Protective Features, Guarantee, Dealer as Manufacturer.**—Mastic Sales, Inc., a New Jersey corporation, with its place of business in Trenton, N. J., and Louis Gitter, president thereof, engaged in the business of offering for sale and selling in commerce, combination storm windows and doors, entered into an agreement that in connection with the offering for sale, sale and distribution of those products, they and each of them will cease and desist from representing directly or by implication:

1. That their combination storm windows are prowler-proof;
 2. That their products are sold under a lifetime or unconditional guarantee;
 3. That their products are guaranteed, unless such representation is accompanied by a clear and conspicuous disclosure as to the nature and extent of the guarantee;
- and from representing:

4. By use of the words "Factory Direct to You," or in any other manner, that they manufacture the products they sell or that their customers are dealing directly with the factory where such products are produced. (5421024, June 2, 1955.)

8630. **Leg Treatment Kit—Preventive and Therapeutic Properties.**—Jess M. Shipe, an individual trading as Leg-Eze Co., with his principal office and place of business located at Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, drug products and devices composing a kit designated the "Leg-Eze Home Application Kit," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated, any advertisement for drug products and devices composing a kit now desig-

nated the "Leg-Eze Home Application Kit," or any other products of substantially the same compositions or possessing substantially the same properties which represents in any manner:

(a) That the products, alone or in combination, will prevent, correct, relieve or heal milk leg or phlebitis;

(b) That the products, alone or in combination, will have any beneficial effect on swollen legs except those due to venous congestion and then only to the extent of temporarily reducing venous congestion and the swelling accompanying venous congestion;

(c) That the products, alone or in combination, will prevent or cure varicose veins or have a beneficial effect on such condition except to temporarily reduce venous congestion and the swelling accompanying venous congestion;

(d) That the products, alone or in combination, will have any significant effect as a treatment for preventing, correcting, healing or curing leg sores, varicose ulcers, sprains, strains, cramps, eczematous spots or rash except in some instances where through the combination of such effect as the products may have in temporarily reducing venous congestion, their antipruritic action and their protective effect such results may be accomplished;

(e) That the products, alone or in combination, will re-establish or restore circulation in the legs or relieve the effects of poor circulation except insofar as they may temporarily reduce venous congestion;

(f) That the products, alone or in combination, will (1) relieve all pain, (2) make the legs pain-free, (3) afford relief in the majority of leg conditions, or (4) assure relief to the user;

(g) That the home use of the products, alone or in combination, is equivalent to their use professionally or that through home use of the products the necessity of professional services or operations will be eliminated;

(h) That the products, alone or in combination, (1) will restore or rehabilitate the legs to normal (2) strengthen weakened veins, or (3) prevent the spreading of weakened veins;

(i) That he can diagnose or determine a proper treatment for leg ulcers, leg sores, open legs, discharging wounds, eczema or inflamed areas around a vein, on the basis of information as to their symptoms submitted by purchasers or prospective purchasers. (5420753, June 2, 1955.)

8631. Body-building Preparation—Relevant Facts, Composition.—Malcolm E. Smith, Jr., an individual trading as Turner-Smith Drug Co., with his principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a preparation designated "Poundex," entered into an agreement that he will cease and desist from disseminating or causing to be dissemi-

nated, any advertisement for a preparation now designated "Poundex," which represents directly or by implication:

(1) That Poundex is of value in increasing body weight unless expressly limited to cases of poor appetite or bad eating habits;

(2) That a daily dose of Poundex supplies as many calories as a meal, or that the number of calories supplied is greater than is the fact;

(3) That a person taking Poundex will gain 10 to 30 pounds, or pounds in 10 days, or that Poundex will add any specific number of pounds or will increase weight in any stated period of time;

(4) That Poundex, or the malt in it, increases the digestion or utilization of food consumed, or converts food into flesh;

(5) That Poundex contains weight-gaining aids other than those ordinarily supplied by nutritionally balanced diets. (5420658, June 7, 1955.)

8632. **Closet Accessories and Notions—Place of Origin.**—California Creators, Inc., a New York corporation, with its place of business in New York, N. Y., engaged in the business of offering for sale and selling in commerce, principally as manufacturer's representative but sometimes for its own account, miscellaneous articles of merchandise such as closet accessories and notions, entered into an agreement that in connection with the offering for sale, sale and distribution of closet accessories, notions and other miscellaneous products not made in California, it will cease and desist from using the corporate name "California Creators, Inc." or the name "California Creators" unless in connection therewith clear disclosure is made of the place of manufacture of such products; or otherwise representing that such products are made in California. (5420774, June 7, 1955.)

8633. **Glass Milk Bottles—Cost, Relevant Facts.**—The Lamb Glass Co., an Ohio corporation, with its principal office and place of business located at Mount Vernon, Ohio, engaged in the business of offering for sale and selling in commerce, glass milk bottles, entered into an agreement that in connection with the offering for sale, sale and distribution of glass milk bottles it will cease and desist from misrepresenting:

(a) that the cost of glass milk bottles or other milk containers is other than the actual cost or

(b) that the number of such bottles or other containers used is other than in accordance with the facts. (5420882, June 14, 1955.)

8634. **Food Freezer-Refrigerator—Operation.**—General Motors Corp. is a Delaware corporation, with a principal office and place of business located at Detroit, Mich. It maintains a branch known as Frigidaire Division located at Dayton, Ohio, through which it manufactures and sells in commerce, among other products, a combination food freezer and refrigerator designated "Cyclamatic Frigidaire."

General Motors Corp. entered into an agreement that in connection with the offering for sale, sale and distribution of the combination food freezer and refrigerator designated "Cyclamatic Frigidaire" it will cease and desist from representing directly or by implication that the food freezer section of the product is self-defrosting unless and until such is the fact. (5520350, June 9, 1955.)

8635. **Fur Products—Misbranding, False Invoicing.**—Michael Perlman is an individual doing business as State Furriers, with his principal place of business located in Trenton, N. J., 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, and the Rules and Regulations promulgated thereunder. Among such fur products were coats and other articles of wearing apparel composed in whole or in part of fur.

Michael Perlman 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, he will cease and desist from:

(A) Misbranding his fur products by:

(1) Falsely or deceptively labeling or otherwise identifying said fur products, or using labels affixed to such products which contain any form of misrepresentation or deception with respect to such fur products;

(2) 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;

(3) 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) that the fur product contains or is composed of used fur when such is a fact;

(c) the name or other identification issued and registered by the Commission of one or more persons who manufactured such fur products 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;

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

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

(*f*) the name of the country of origin of any imported furs used in a fur product.

(B) Falsely or deceptively invoicing fur products by:

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

(*a*) 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;

(*b*) that the fur product contains or is composed of used fur, when such is the fact;

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

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

(*e*) the name and address of the person issuing such invoice;

(*f*) the name of the country of origin of any imported furs contained in a fur product.

(2) Using on invoices the name or names of any animal or animals other than the name or names provided for in paragraph B (1) (*a*) above, or furnishing invoices which contain any form of misrepresentation or deception, directly or by implication, with respect to such fur product.

(C) Falsely or deceptively advertising fur products by: using any advertisement which:

(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 (*e*) of the Act;

(2) does not 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) contains the name or names of any animal or animals other than the name or names specified in paragraph (*a*) of this subsection, or contains any form of misrepresentation or deception, directly or by implication, with respect to such fur product or fur;

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

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

(E) Failing to set out in advertising the term "Second-Hand-Used Fur" when the fur product being offered for sale has been previously used by the ultimate consumer. (5520559, June 9, 1955.)

8636. Uniforms—Free Product.—Upland Uniform Corp., a New York corporation, with its principal office and place of business located at New York, N. Y., engaged in the business of offering for sale and selling uniforms in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of its uniforms it will cease and desist from using the word "free," or any other offers to the public, as descriptive of merchandise or service which is not an unconditional gift, when all the conditions, obligations or other prerequisites to the receipt and retention of the "free" article of merchandise or service offered are not clearly and conspicuously set forth at the outset so as to leave no reasonable probability that the terms of the offer will be misunderstood. (5520936, June 9, 1955.)

8637. Passbooks—Free Goods.—Joney M. Adkins an individual trading as Adkins Enterprises and Merchants Advertising Service, with his principal office and place of business located at Huntington, W. Va., engaged in the business of selling passbooks in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of the aforesaid passbooks he will cease and desist from:

(a) Using the word "bonus," or other word or words importing or implying "free," in advertisements, or other offers to the public, as descriptive of an article of merchandise or a service, which is not an unconditional gift, (1) when all the conditions, obligations, or other prerequisites to the receipt and retention of the "free" article of merchandise or service offered are not clearly and conspicuously set forth at the outset so as to leave no reasonable probability that the terms of the offer will be misunderstood; and, regardless of such disclosure; (2) when, with respect to any article of merchandise required to be purchased in order to obtain the "free" article or service, the offerer (a) increases the ordinary and usual price of such article of merchandise, or (b) reduces its quality, or (c) reduces the quantity or size thereof;

(b) Representing that the charge for the passbooks does not provide for a profit. (5420635, June 2, 1955.)

8638. Woolen Fabrics—Misbranding.—Virginia Woolen Co., Inc., is a Virginia corporation, with its principal place of business located in Winchester, Va., and L. G. Sjostrom and Frank S. Grieve, officers

thereof, are engaged in offering for sale, sale and distribution in commerce of woolen fabrics.

Said woolen fabrics are wool products, as the term "wool product" is defined in the Wool Products Labeling Act of 1939, and are subject to the provisions of said Act and the Rules and Regulations promulgated thereunder.

Virginia Woolen Co., Inc., L. G. Sjostrom and Frank S. Grieve entered into an agreement that in connection with the introduction into commerce, or the offering for sale, sale, transportation, or distribution of woolen fabrics, or any other wool product within the meaning of said Act, they and each of them will cease and desist from misbranding wool products by:

1. Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers included therein;

2. Failing to securely affix to or place on each such product 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 product, exclusive of ornamentation not exceeding five percentum 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 five percentum or more, and (5) the aggregate of all other fibers;

- (b) The maximum percentage of the total weight of such wool product of any non-fibrous loading, filling, or adulterating matter. (5520513, June 23, 1955.)

8639. **Hosiery—Free Goods.**—Kendex Corp., a New York corporation, with its principal office and place of business located at Babylon, N. Y., engaged in the business of offering for sale and selling hosiery in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of its hosiery it will cease and desist from using the word "free," or any other word or words of similar import, in advertisements or in other offers to the public, as descriptive of merchandise or service which is not an unconditional gift, when all the conditions, obligations, or other prerequisites to the receipt and retention of the "free" article of merchandise or service offered are not clearly and conspicuously set forth at the outset so as to leave no reasonable probability that the terms of the offer will be misunderstood. (5520939, June 23, 1955.)

8640. **Socks, Shirts, Underwear, Etc.—Dealer as Manufacturer, Composition, Manufacture, Government Sponsorship.**—Joy Hosiery, Inc., a New Jersey corporation, with its place of business in Clinton, N. J., and

Leon Atkind an officer thereof, trading under the names Joy Hosiery Mills and Joy Hosiery Co., also of Clinton, N. J., engaged in the business of offering for sale and selling in commerce, men's socks, shirts and underwear and ladies' hosiery and lingerie, entered into an agreement that in connection with the offering for sale, sale and distribution of those products, they and each of them will cease and desist from:

(1) Using the word "Mills" as part of their trade name when they do not own, operate or control a mill where the products they sell are made, and from otherwise representing directly or by implication that they manufacture such products;

(2) Representing hose or other articles as being of a particular type of fiber when such is not the fact;

(3) Representing ordinary drop stitch hose as being of English Rib construction, and from representing the construction of products in any manner other than in accordance with the facts;

(4) Using on or in connection with their guarantee certificate the legend "Copyrighted by the United States Government," in such manner as to represent directly or by implication that their guarantee is backed by the Government. (5420844, June 23, 1955.)

8641. **Boys' Outerwear—Failing to Label Wool Products.**—Sidney H. Evans is an individual doing business as Evans Manufacturing Co., with his principal place of business located in Philadelphia, Pa., engaged in the offering for sale, sale and distribution in commerce, of boys' outerwear, including coats and jackets, containing interlinings composed in part of woolen materials.

Said coats and jackets and interlinings are wool products, as the term "wool product" is defined in the Wool Products Labeling Act of 1939, and are subject to the provisions of said Act and the Rules and Regulations promulgated thereunder.

Sidney H. Evans entered into an agreement that in connection with the introduction, or manufacture for introduction, into commerce, or the sale, transportation or distribution in commerce of boys' outerwear containing woolen interlining materials, or any other wool products within the meaning of said Act he will:

(A) Forthwith cease and desist from misbranding wool products by:

1. Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers included therein;

2. Failing to securely affix to or place on each such product 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 product, exclusive of ornamentation not exceeding five percentum 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 five percentum or more, and (5) the aggregate of all other fibers;

(b) The maximum percentage of the total weight of such wool product of any non-fibrous 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, sale, transportation, distribution or delivery 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 stamp, tag, label or other means of identification the true character and amount of the constituent fibers of the interlinings of any such wool products;

(B) Maintain proper fiber content records as required by the Wool Products Labeling Act:

1. Showing the percentage of wool, reprocessed wool, and reused wool, and of each kind of fiber other than wool, placed in the respective wool products of said Sidney H. Evans in the form of fiber, yarn, fabric, or other form;

2. Showing such numbers, information, marks, or means of identification as will identify the said records with the respective wool products to which they relate; and

3. By keeping and maintaining as records under the act all invoices, purchase contracts, orders or duplicate copies thereof, bills of purchase, business correspondence received, factory records, and other pertinent documents and data showing or tending to show (a) the purchase, receipt, or use by said Sidney H. Evans of all fiber, yarn, fabric or fibrous material, or any part thereof, introduced in or made a part of any such wool products of said Sidney H. Evans; (b) the content, composition or classification of such fiber, yarn, fabric or fibrous material with respect to the information required to appear upon the label of the wool products of said Sidney H. Evans; and (c) the name and address of the person or persons from whom such fiber, yarn, fabric or fibrous materials were purchased or obtained by said Sidney H. Evans. (5520524, June 27, 1955.)

8642. Awards—Competitive Contests.—Joseph H. Gardiner and Ellis E. Craig, individuals trading as the Academy of Color and Design, with their principal place of business located in Hollywood, Calif., engaged in the practice of making a so-called award to manufacturers

and producers of various products, on occasion outside the State of California, to be used by recipients thereof in advertising the products for which it is granted, entered into an agreement that in connection with the issuance of awards, citations or other such commendations, they, and each of them, will cease and desist from:

Granting, making or presenting any award, citation or other such commendation, under the name "Academy of Color and Design" or under any other name, which represents directly or by implication, or placing in the hands of others the means or instrumentality whereby they are enabled to represent, directly or by implication, that competitive contests are being or have been conducted by impartial and qualified individuals to determine the relative quality or merits of competing products or that any product has been presented with an award or other distinction as a result of a competitive contest, unless such a contest has actually been conducted by impartial and qualified individuals and in which a representative number of competing products were afforded an opportunity to compete. (5420791, June 28, 1955.)

8643. **Demineralizers—Results.**—Enley Products, Inc., a New York corporation, with its principal office and place of business located at Brooklyn, N. Y., and Raymond Eisenstadt, Fred Eisenstat and Seymour Eisenstat, officers thereof, engaged in the business of offering for sale and selling water demineralizers in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of the demineralizers they will cease and desist from representing:

(a) That the water produced by the demineralizers is chemically pure water;

(b) That the water produced by the demineralizers is distilled water or the chemical equivalent of or equal or superior to distilled water. (5420935, June 27, 1955.)

8644. **Tanning Cream—Effectiveness, Unique Nature, Composition.**—Rolley, Inc., a California corporation, with its principal place of business located in San Francisco, Calif., engaged in the business of offering for sale and selling in commerce, a preparation designated "Sea and Ski Tanning Cream," entered into an agreement 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 the product will prevent all persons from sunburning or will enable persons who otherwise do not tan to acquire a tan;

(2) That the product is substantially different from other products;

(3) That the product is greaseless. (5420749, June 30, 1955.)

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