

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

8755.<sup>14</sup> **Fur Products—False Advertising, Invoicing, and Labeling.**—Thomas & Noa Furs, Inc., a Massachusetts corporation, with its principal place of business in Lowell, Mass., and Charles Thomas, an officer thereof, are engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, stoles, capes and other articles of wearing apparel composed in whole or in part of fur.

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

(A) Misbranding fur products by:

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

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

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

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

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

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

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

(3) Setting forth required information in abbreviated form.

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

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 Rescinded May 15, 1958 with respect to all prohibitions except (A) (3), (C), (E) and (F), including all of the subsections of (F).

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) sets forth required information in abbreviated form;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8758.<sup>15</sup> Fur Products—False Advertising, Invoicing, and Labeling.—Baskin Furs, is a Delaware corporation, with its principal place of business located in Washington, D. C. and Emanuel Baskin, Joseph Baskin and Sylvia Vogel are officers thereof. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, capes (both new and second-hand used fur), stoles, and other articles of wearing apparel composed in whole or in part of fur.

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

(A) Misbranding fur products by:

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

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

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

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

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

(4) Setting forth required information in handwriting;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) That juice extracted by the product will protect (1) the health, or (2) against infections, or (3) against degenerative disease;

(d) That juice extracted by the product will prevent (1) abnormal hearts, (2) infantile paralysis, (3) coronary thrombosis or other heart disease, (4) excessive fat, or (5) overweight;

(e) That the business is conducted under any organizational arrangement except that which accords with the facts.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Robert D. Dodge, Harry A. Ferguson and Ida E. Ferguson that they have engaged in any method, act or practice violative of law. (5623184, May 3, 1956.)

8760. Fur Products—False Invoicing and Labeling.—Maurice Kolinsky, Inc., is a Pennsylvania corporation, with its principal place of business located in Philadelphia, Pa., and Maurice Kolinsky is an officer, thereof, engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, stoles, muffs and other articles of wearing apparel composed in whole or in part of fur.

Maurice Kolinsky, Inc., and Maurice Kolinsky 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, of 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:

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

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

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

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

(3) Setting forth required information in abbreviated form;

(4) 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 as prescribed under the Rules and Regulations;

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

(5) Setting forth on invoices required information in abbreviated form;

(6) Failing to set forth on invoices the required item number.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Maurice Kolinsky, Inc., and Maurice Kolinsky that they have engaged in any method, act or practice violative of law. (5623481, May 8, 1956.)

8761. **Fur Products—False Advertising, Invoicing, and Labeling.**—Stein's Furs, Inc., is a Pennsylvania corporation, with its principal place of business located in Wilkes Barre, Pa., and Irving Stein and William Stein are officers thereof. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

Stein's Furs, Inc., Irving Stein and William Stein 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:

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

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

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

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

(c) the name of the country of origin of any imported furs used in a fur product;

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

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

(4) Setting forth required information in abbreviated form or in handwriting;

(5) 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 bleached, dyed or otherwise artificially colored fur, when such is the fact;

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

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

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

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

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

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

(7) Setting forth in advertising required information in abbreviated form;

(8) Using comparative price statements in advertisements unless there is maintained by said corporation an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Stein's Furs, Inc., Irving Stein and William Stein that they have engaged in any method, act or practice violative of law. (5623449, May 15, 1956.)

8762. Fur Products—False Advertising.—McCurdy & Co., Inc., is a New York corporation, with its principal place of business located in Rochester, N. Y., engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

McCurdy & Co., Inc. entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of furs or 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 furs or any fur product, as the terms "fur," "fur product" and "commerce" are defined in the Fur Products Labeling Act, it will cease and desist

from advertising fur products in any manner or by any means where the advertisement:

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

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

(3) Discloses the name of an animal other than the name of the animal producing the fur.

(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) Sets forth required information in abbreviated form.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by McCurdy & Co., Inc., that it has engaged in any method, act or practice violative of law. (5623501, May 15, 1956.)

8763. Fur Products—False Advertising, Invoicing, and Labeling.—Nina Wolff is an individual doing business as Nina Wolff Furs, with her principal place of business in Portland, Ore., engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles, and other articles of wearing apparel composed in whole or in part of fur.

Nina Wolff entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of furs or 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 furs or any product, as the terms “fur,” “fur product” and “commerce” are defined in the Fur Products Labeling Act, she will cease and desist from:

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

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

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

(2) Setting forth required information in abbreviated form or in handwriting.

(3) Failing to show on labels affixed to fur products an item number or mark assigned to such products.

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

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

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

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

(5) Failing to set out on invoices the required item number.

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

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

(b) abbreviates required information.

(7) Using comparative price statements in advertisements unless there is maintained by said individual an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Nina Wolff that she has engaged in any method, act or practice violative of law. . (5623482, May 15, 1956.)

8764. Promotional Advertising—Misrepresentation.—Saul Betens, an individual doing business as The Betens Co., with his principal place of business in New York, N. Y., engaged in offering for sale and selling promotional and advertising material to retail jewelers for use in conducting contests designed to promote the sale of diamonds, the said promotional activity being called the "Queen of Diamonds" campaign, entered into an agreement that in connection with the offering for sale, sale and distribution in commerce, of promotional and advertising material, he will cease and desist from:

(1) Representing that a prize will include radio or TV appearances, or similar awards, when there is no reasonable assurance at the time the representation is made that the prize will include such awards;

(2) Failing or neglecting to award a prize winner all prizes promised in advertising disseminated by him or furnished others for dissemination;

(3) Representing, in advertising disseminated by him or furnished others for dissemination, that a document is a gift certificate unless it entitles the holder to receive a gift without the purchase of other merchandise;

(4) Representing that a specific person will serve as a judge of a contest unless a definite commitment for the services of such person in that capacity has been received.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Saul Betens that he has engaged in any method, act or practice violative of law. (5521164, May 15, 1956.)

8765. **Table Lighters, Ceramic—Misleading Name.**—Evans Case Co., Inc., a Massachusetts corporation, with its principal place of business in North Attleboro, Mass., and Alfred F. Reilly, Sr., Alfred F. Reilly, Jr., William J. Reilly and B. F. Prefontaine, officers thereof, engaged in the business of offering for sale, selling and distributing in commerce, a variety of items including ceramic table lighters and ceramic smoking sets, entered into an agreement that in connection with the offering for sale, sale and distribution in commerce, of ceramic table lighters and ceramic smoking sets, or other products made in whole or in part of ceramic materials, they and each of them will cease and desist from using the term "bone china" as a designation for any product which does not contain a substantial quantity or proportion of calcined bone or bone ash, and from otherwise representing, directly or by implication, that any such product is bone china.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Evans Case Co., Inc., Alfred F. Reilly, Sr., Alfred F. Reilly, Jr., William J. Reilly and B. F. Prefontaine that they have engaged in any method, act or practice violative of law. (5623355, May 17, 1956.)

8767.<sup>16</sup> **Fur Products—False Advertising.**—M. Solomon Furriers, Inc., is a New York corporation, with its principal place of business located in Albany, N. Y., and S. S. Solomon, Berg Solomon, Max Solomon and Manny Solomon are officers thereof. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

M. Solomon Furriers, Inc., and S. S. Solomon, Berg Solomon, Max Solomon and Manny Solomon 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

<sup>16</sup> Stipulation No. 8766 was rescinded August 20, 1957.

cease and desist from advertising fur products in any manner or by any means where the advertisement:

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

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

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

(4) Discloses the name of an animal other than the name of the animal producing the fur.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by M. Solomon Furriers, Inc., and S. S. Solomon, Berg Solomon, Max Solomon and Manny Solomon that they have engaged in any method, act or practice violative of law. (5623460, May 22, 1956.)

8768. **Men's Sport Shirts—Wool Content.**—Fred Freund Co., Inc., is a New York corporation, with its principal place of business located in New York, N. Y., and Fred Freund and Beatrice Freund are officers thereof. The corporation is engaged in the offering for sale, sale and distribution in commerce of men's sport shirts.

Said sports shirts 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.

Fred Freund Co., Inc., Fred Freund and Beatrice Freund 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 men's sport shirts, 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) Failing to securely affix or to place on such products a stamp, tag, label or other means of identification showing in a clear and conspicuous manner:

(a) the percentage of the total fiber weight of such wool 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 nonfibrous loading, filling or adulterating matter;

(c) the name or the registered identification number of the manufacturer of such wool product or of one or more persons engaged in

introducing such wool product into commerce, or in the offering for sale, sale, transportation, distribution or delivering for shipment thereof in commerce as "commerce" is defined in the Wool Products Labeling Act of 1939.

This stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Fred Freund Co., Inc., Fred Freund and Beatrice Freund that they have engaged in any method, act or practice violative of law. (5623540, May 22, 1956.)

**8769. Fur Products—False Advertising.**—Wurzburg Co., a corporation and Edward Bloom, an individual, are copartners doing business as Wurzburg Co., with their principal place of business located in Grand Rapids, Mich. The copartners are engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, stoles, jackets, and other articles of wearing apparel composed in whole or in part of fur.

Wurzburg Co. and Edward Bloom 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 advertising fur products in any manner or by any means where the advertisement:

- (1) Does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to section 7 (c) of the Act;
- (2) Does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;
- (3) Does not properly show the name of the country of origin of any imported furs or those contained in a fur product;
- (4) Contains the name or names of any animal or animals other than the name or names specified in paragraph (1) above;
- (5) 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.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Wurzburg Co. and Edward Bloom that they have engaged in any method, act or practice violative of law. (5623494, May 22, 1956.)

8770. Tire "Puncture-Proofing" Preparation—Effectiveness.—M & M Specialties, Inc., a New York corporation, with its principal office and place of business in New York, N. Y., and Max Schoman and Martin Greenwald officers thereof, engaged in offering for sale and selling in commerce, a product designated "Seal-Tite," entered into an agreement that each of them in connection with the offering for sale, sale and distribution in commerce, of that product or any other product of similar composition and properties, they will cease and desist from representing directly or by implication:

(a) That the product will (1) eliminate flat tires, (2) stop flat tires forever, (3) end flat tire worries, (4) puncture proof a tire for the life of the tube, or (5) protect every square inch of a tube;

(b) That the product has been (1) thoroughly laboratory or road tested, or (2) tested by leading chemical engineers;

(c) That the product will not adversely affect wheel balance;

(d) That the product will not be adversely affected by temperature or climate changes;

(e) That persons selling the product are earning, have earned or can earn any amount not in accordance with the facts.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by M & M Specialties, Inc., Max Schoman and Martin Greenwald that they have engaged in any method, act or practice violative of law. (5521203, May 22, 1956.)

8771. Device for Removing Static From Phonograph Records—Danger in Use.—Kenneth A. Smith is an individual operating under his own name with his principal office and place of business at Burbank, Calif., engaged in offering for sale and selling in commerce, a device designated "Omegatron," consisting of a strip of radioactive polonium gold foil behind a protective shield and grid mounted on a camel's hair paint brush, for use in removing static electricity, dust and lint from phonograph records and transcriptions.

Kenneth A. Smith entered into an agreement that he will cease and desist from offering for sale, selling or distributing in commerce, the device designated "Omegatron," or any other device containing the element polonium as an active ingredient, unless adequate cautionary or warning notices are clearly and conspicuously impressed or imprinted upon said device or permanently attached thereto, indicating possible harmful effects of ingesting or inhaling polonium and directing the user not to touch the polonium element and to keep the device away from children; provided, however, that such warning or cautionary notices may be condensed if they clearly refer to and are amplified by adequate directions for use separately printed and enclosed in the carton or permanent container in which said device is shipped and kept.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Kenneth A. Smith that he has engaged in any method, act or practice violative of law. (5520872, May 24, 1956.)

8772. **Athletic Trophies, Awards, etc.—Misleading Name.**—The R & L Manufacturing Co., a New Jersey corporation, with its principal place of business in Kenilworth, N. J., and Roger Lawrence an officer thereof, engaged in offering for sale and selling in commerce, athletic trophies, awards and giftware, entered into an agreement that in connection with the offering for sale, sale and distribution of athletic trophies, awards and giftware, they, and each of them will cease and desist from:

1. Using the words "Rio Onyx" or any other word or words implying genuine onyx to describe articles not made of genuine onyx, provided, however, that this shall not prevent representations, not implying genuineness, that the said articles have the color of onyx;

2. Using the words "Rio Marble" or any other word or words implying genuine marble to describe articles not made of genuine marble, provided, however, that this shall not prevent representations, not implying genuineness, that the said articles have the appearance of marble.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by R & L Manufacturing Co. and Roger Lawrence that they have engaged in any method, act or practice violative of law. (5623152, June 4, 1956.)

8773. **Fur Products—False Advertising and Labeling.**—H. Milgrim & Brothers, Inc. is a New York corporation, with its principal place of business located in New York, N. Y. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, and other articles of wearing apparel composed in whole or in part of fur.

H. Milgrim & Brothers, Inc. 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, it will cease and desist from:

(A) Misbranding fur products by:

- (1) Failing to affix labels to fur products showing such information as may be required by Section 4 (2) of the Fur Products Labeling Act;
- (2) Setting forth required information in handwriting.

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

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

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

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

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by H. Milgrim & Brothers, Inc. that it has engaged in any method, act or practice violative of law. (5623416, June 4, 1956.)

8774. Men's Belts—Fictitious Price Preticketing.—Warehouse Merchandising, Inc., an Ohio corporation, with its place of business in Cleveland, Ohio, and John Fazio, Joe Fana and Carl Fazio, officers thereof, engaged in the business of offering for sale, selling and distributing in commerce, a general line of merchandise, including men's belts under the brand name "Lord Harcourt," entered into an agreement that in connection with the offering for sale, sale and distribution of belts or other merchandise they and each of them will cease and desist:

1. From affixing to belts or other merchandise price tags or other labeling which represents that the regular price thereof is any amount in excess of the practice at which the merchandise is regularly and customarily sold to the consuming public;

2. From representing in any manner or placing in the hands of others the means whereby they may represent directly or by implication that the regular price of such merchandise is any amount in excess of the price at which it is regularly and customarily sold to the consuming public.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Warehouse Merchandising, Inc., John Fazio, Joe Fana and Carl Fazio that they have engaged in any method, act or practice violative of law. (5623200, June 4, 1956.)

8775. Fur Products—False Labeling.—Rosen-Engelson Furs is a Minnesota corporation, with its principal place of business located in St. Paul, Minn., engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, jackets,

scarves, and other articles of wearing apparel composed in whole or in part of fur.

Rosen-Engelson Furs 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, it will cease and desist from:

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

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

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

(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) Setting forth required information in abbreviated form.

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

(5) Failing to set forth separately the required information with respect to each section, where a fur product is composed of two or more sections containing different animal furs.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Rosen-Engelson Furs that it has engaged in any method, act or practice violative of law. (5623551, June 7, 1956.)

8776. Fur Products—False Advertising, Invoicing, and Labeling.—A. & J. Engel, Inc., is a New York corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, jackets, scarves, and other articles of wearing apparel composed in whole or in part of fur.

A. & J. Engel, Inc., 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, it will cease and desist from:

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

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

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

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

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

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

(4) Setting forth required information in handwriting or in abbreviated form;

(5) Failing to set out all of the required information with respect to the fur product on one side of the label;

(6) 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 bleached, dyed or otherwise artificially colored fur, when such is a fact;

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

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

(7) Setting forth on invoices required information in abbreviated form;

(8) Using on invoices the name or names of any animal or animals other than the name or names provided for in paragraph (6) (a) above;

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

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

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

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by A. & J. Engel, Inc., that it has engaged in any method, act or practice violative of law. (5623462, June 7, 1956.)

8777. Paper-Cover Books—Non-disclosure of Abbreviation.—Pocket Books, Inc., a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of publishing, offering for sale, selling and distributing in commerce, paper-cover books designated "Pocket Books," including one entitled "The New Pocket Anthology of American verse, From Colonial Days to the Present," entered into an agreement that in connection with the offering for sale, sale and distribution in commerce, of its "Pocket Books," it will cease and desist from:

1. Representing directly or by implication that a paper-bound edition of a book is identical in content with some other edition of the same title, when such is not a fact;

2. Offering for sale or selling an abbreviated version of a book which is or has been available, under the same title, in a longer or more complete edition, unless the abbreviated version bears on the front cover and upon the title page, either in immediate connection with the title or in another position adapted readily to attract the attention of a prospective customer, a word or words clearly and conspicuously revealing the fact of abbreviation.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Pocket Books, Inc. that it has engaged in any method, act or practice violative of law. (5623148, June 7, 1956.)

8778. Insecticides and Fertilizers—Recommendations, Effectiveness, Safety, etc.—The Carac Corp., a New York corporation, with its principal place of business in Freeport, N. Y., and Edward S. J. Walsh an officer thereof, engaged in the offering for sale, sale and distribution in commerce, of a line of insecticides and fertilizers collectively designated "Carac Concentrates," entered into an agreement that in connection with the offering for sale, sale and distribution of their products designated "Carac 72% Chlordane," "Carac 'Kills-All' Insecticide," "Carac 2, 4-D Weed Killer," "Carac Indoor Aerosol Insecticides," "Carac 10% PMAS," they and each of them will cease and desist from disseminating any advertisement which represents directly or by implication:

1. That Carac 72% Chlordane has been recommended by authorities of any state, or that it has been recommended by any other source when such is not a fact:

2. That Carac Kills-All Insecticide has been recommended by the United States Department of Agriculture, or that it has been recommended by any other source when such is not a fact; that it is non-poisonous; that it kills wire-worms and cut worms; and that only a spray containing 50% malathion can be described as a genuine multi-purpose insecticide;

3. That any university or impartial testing agency has found that Carac 2, 4-D Weed Killer is more effective than the usual 2, 4-D products, when such is not a fact;

4. That Carac 2, 4-D Weed Killer will eliminate broad leaved weeds, provided, however, that this provision shall not be construed as proscribing representations that said product is an effective control for such weeds;

5. That Carac Indoor Aerosol Insecticide is nonpoisonous to humans or pets, unless expressly limited to use as directed;

6. That Carac Rose & Floral Garden Dust will kill all insects, or which otherwise represents the efficacy of the product not in accordance with the facts;

7. That Carac Rose & Floral Garden Dust is harmless to plants when in fact it may injure young, tender leaves.

8. Through the use of the phrase "gives 100% control of crabgrass," or otherwise, that Carac 10% PMAS affords greater control of crabgrass than is consistent with fact;

9. That with Carac Concentrates purchasers generally, in the raising of flowers, fruit or berries can obtain results equal to those of professional growers;

and that in connection with the offering for sale, sale and distribution of their preparation designated "Carac 40-0-0 Nitrogen," they and each of them will cease and desist from representing directly or by implication:

10. That said product provides more nitrogen than all other products;

11. That said product will not burn lawns, unless expressly limited to its use as directed.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by The Carac Corp. and Edward S. J. Walsh that they have engaged in any method, act or practice violative of law. (5521184, June 12, 1956.)

8780.<sup>17</sup> **Fur Products—False Advertising, Invoicing, and Labeling.**—Brown-Dunkin Co., Inc., is a Delaware corporation with its principal place of business in Tulsa, Okla., 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

<sup>17</sup> Stipulation No. 8779 was rescinded on April 24, 1958.

Fur Products Labeling Act. Among such fur products were coats, capes, jackets, scarves, and other articles of wearing apparel composed in whole or in part of fur.

Brown-Dunkin Co., Inc. 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, it will cease and desist from:

- (1) Failing to affix labels to fur products showing:
  - (a) the name or names of the animal or animals producing the fur contained in the fur products 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 bleached, dyed or otherwise artificially colored fur, when such is a fact;
  - (c) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.
- (2) Setting forth required information in abbreviated form or in handwriting.
- (3) Using on labels attached to fur products the name of another animal in addition to the name of the animal actually producing the fur contained in the fur product.
- (4) Mingling, on labels, non-required information with required information.
- (5) Failing to set out on one side of the label attached to a fur product all of the required information with respect to such product.
- (6) 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 bleached, dyed or otherwise artificially colored fur, when such is the fact;
  - (c) the name of the country of origin of any imported furs contained in a fur product;
  - (d) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.
- (7) Setting forth on invoices required information in abbreviated form.
- (8) Advertising fur products in any manner or by any means where the advertisement:
  - (a) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;

- (b) sets forth required information in abbreviated form;
- (c) does not properly show the name of the country of origin of any imported furs or those contained in a fur product;
- (d) represents directly or by implication that the regular or usual price of any fur product is any amount in excess of the price at which said corporation has usually and customarily sold such products in the recent regular course of the business.
- (e) makes pricing claims or representations of the type referred to in paragraph 8 (d) above, unless there is maintained by said corporation an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Brown-Dunkin Co., Inc. that it has engaged in any method, act or practice violative of law. (5623599, June 12, 1956.)

8781. Fur Products—False Advertising, Invoicing, and Labeling.—Ruth Yudofsky, Dorothy Yudofsky, Morris Yudofsky and Joseph A. Yudofsky are copartners doing business as Yudofsky Furriers with their principal place of business located in Louisville, Ky. They are engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles, and other articles of wearing apparel composed in whole or in part of fur.

Ruth Yudofsky, Dorothy Yudofsky, Morris Yudofsky and Joseph A. Yudofsky 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:

- (1) Failing to affix labels to fur products showing:
  - (a) the name or names of the animal or animals producing the fur contained in the fur product as set forth in the Fur Products Name Guide and as permitted under the Rules and Regulations;
  - (b) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is a fact;
  - (c) that the fur product is composed in whole or in substantial part of paws, tails, bellies or waste fur, when such is a fact;
  - (d) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.

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

(3) Failing to set forth on labels the required item number or mark assigned to the fur product.

(4) Failing to furnish invoices to purchasers of fur products showing such information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.

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

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

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

(c) contains the name or names of any animal or animals other than the name or names specified in paragraph 5 (a) above.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Ruth Yudofsky, Dorothy Yudofsky, Morris Yudofsky and Joseph A. Yudofsky that they have engaged in any method, act or practice violative of law. (5623553, June 14, 1956.)

8782. Tarpaulins, Tents, etc.—Finished Size.—Canvas Fabricators, Inc., an Illinois corporation, with its principal place of business located in Chicago, Ill., and Frank Pieszak and Devonna Pieszak officers thereof, engaged in offering for sale and selling in commerce, tarpaulins, tents, and other canvas products, 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. Failing to mark tarpaulins or flat covers so as to disclose plainly the actual size or dimensions thereof at the time of completion of manufacture. Such size shall be designated "finished size" and shall be accompanied by a statement clearly indicating that such "finished size" is the size at the time of completion of manufacture, and revealing the fact, when such is the case, that the product is subject to shrinkage due to varying climatic conditions and possible retraction from tension applied in the course of manufacture, as for example:

"Finished Size (size at time of completion of manufacture):  
8 ft. by 10 ft.

(This product is subject to shrinkage due to varying climatic conditions and possible retraction from tension applied in the course of manufacture.)"

Provided, however, nothing herein shall be construed as prohibiting truthful disclosure of the cut-size of such products when such cut-size is shown in conjunction with, and with no greater conspicuousness than, any marking of the "finished size," and when explanation is made of the meaning of "cut-size." The term "cut-size" as used herein shall mean the size or dimensions of a tarpaulin, or canvas covering, before the making of its seams, hems, or reinforcement turn-overs. Any conjunctive statement or markings of finished and cut-size dimensions shall be accompanied by a statement clearly indicating that the product is subject to shrinkage due to climatic conditions and possible retraction from tension applied in the course of manufacture, as for example:

"Finished Size (size at time of completion of manufacture):  
8 ft. by 10 ft. Cut Size (Size before making seams, hems, and  
reinforcement turn-overs): 8 ft. 6 in. by 10 ft. 6 in.

(This product is subject to shrinkage due to varying climatic conditions and possible retraction from tension applied in the course of manufacture.)"

2. Failing to mark tents so as to disclose plainly the finished size at the time of the completion of manufacture. The ground or base dimensions and the center height shall be given and, where pertinent, the wall or eave dimensions. Other dimensions of the tent may also be given, provided they are given as finished dimensions at the completion of manufacture thereof. Where it is desired to show the "cut-size" in addition to the "finished size" the same shall be shown in conformity with the proviso in (1) above. A qualifying statement shall also accompany the size marking revealing the fact, when such is the case, that the product is subject to shrinkage due to varying climatic conditions and possible retraction from tension in accordance with the applicable example in (1) above.

3. Failing to mark canvas products so as to disclose clearly and unambiguously the commercial type of fabric (such as "Army duck," "double filling duck," "drill," "jean," "osnaburg," etc.) and the original gray-goods weight of the fabric in ounces per square yard to the nearest 1/100 of an ounce subject to recognized mill tolerance and tables of conversion as shown in Commercial Standard, CS 28-46, of the National Bureau of Standards.

4. Using any label, brand, tag, advertisement, writing or representation which purports to designate or indicate the size, dimensions or square yard weight of the fabric of any canvas product that does not plainly disclose the actual size or dimensions thereof at the time of completion of manufacture or the original weight per square yard of the gray-goods used in the manufacture of such product.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Canvas Fabricators, Inc., and Frank Pieszak and Devonna Pieszak that they have engaged in any method, act or practice violative of law. (5623105, June 14, 1956.)

8783. Poultry Cleaning Instruments—Comparative Merits.—Edward M. Lynn, an individual with his principal place of business in Chicago, Ill., engaged in offering for sale, and selling in commerce, instruments for manually removing lungs, kidneys and egg clusters from poultry, the said instruments being sold under the designation Lynn Lung Removers and Lynn Kidney Removers, entered into an agreement that in connection with the offering for sale, sale and distribution of poultry cleaning instruments, he will cease and desist from representing, directly or by implication:

That the use of his poultry cleaning instruments to remove lungs, kidneys and egg clusters from poultry causes less shrinkage or loss of weight in poultry than does the use of vacuum machines for that purpose, or otherwise making comparative claims for his instruments which are not in accordance with the facts.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Edward M. Lynn that he has engaged in any method, act or practice violative of law. (5521146, June 14, 1956.)

8784. Reclaimed Lubricating Oil—Old or Used as New.—Virginia Iron and Metal Co., Inc., a Virginia corporation, with its principal office and place of business located at Richmond, Va., and Sidney A. Burnstein, Sr., an officer thereof, are engaged in the business of offering for sale and selling in commerce, lubricating oil under the brand names "Red Dot" and "Vimco," which has been previously used.

Virginia Iron and Metal Co., Inc., and Sidney A. Burnstein, Sr., entered into an agreement that each of them, in connection with the offering for sale, sale and distribution of the aforesaid lubricating oil will cease and desist from failing to disclose clearly that the said lubricating oil has been previously used.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Virginia Iron and Metal Co., Inc., and Sidney A. Burnstein, Sr., that they have engaged in any method, act or practice violative of law. (5623288, June 19, 1956.)

8785. Lubricating Oil—Used as New.—S & R Oil Co., a Texas corporation, with its principal place of business located in Houston, Tex., engaged in the business of offering for sale and selling in commerce, lubricating oil to distributors and retailers for resale to the general public; the said product being sold under a number of brand names, including the names "Ring Seal Motor Oil," "Texas Price Motor

Oil," "Essex Motor Oil," "Paralube Motor Oil," "Gail Motor Oil" and "Peerless Motor Oil," entered into an agreement that in connection with the offering for sale, sale and distribution of the aforesaid lubricating oil, it will cease and desist from failing to disclose clearly that the said lubricating oil has been previously used.

The stipulation provides that the agreement is for settlement purposes and does not constitute an admission by S & R Oil Co. that it has engaged in any method, act or practice violative of law. (5623280, June 19, 1956.)

8786. **Lubricating Oil—Used as New.**—Ben Stofman and Herman S. Stoffman, copartners trading as Pioneer Oil Co., with their principal office and place of business located at Philadelphia, Pa., engaged in the business of offering for sale and selling in commerce, lubricating oil sold under the brand name "Quality Lube," to distributors and retailers for resale to the general public, entered into an agreement that in connection with the offering for sale, sale and distribution of the aforesaid lubricating oil they will cease and desist from failing to disclose clearly that the said lubricating oil has been previously used.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Ben Stofman and Herman S. Stoffman, that they have engaged in any method, act or practice violative of law. (5623287, June 19, 1956.)

8787. **Men's and Boys' Jackets—Wool Content.**—David Freeman & Son, Inc., is an Illinois corporation, with its principal place of business located in Chicago, Ill., and Clarence Freeman is an officer thereof, engaged in the offering for sale, sale and distribution in commerce, of men's and boys' jackets.

Said jackets 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.

David Freeman & Son, Inc., and Clarence Freeman 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 men's and boys' jackets 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) Stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers included therein in any manner not in accordance with the facts;

(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 per centum 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 per centum 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.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by David Freeman & Son, Inc., and Clarence Freeman that they have engaged in any method, act or practice violative of law. (5623045, June 21, 1956.)

8788. Fur Products—False Advertising, Invoicing, and Labeling.—  
Franckowiak's, Inc. is an Indiana corporation, with its principal place of business located in South Bend, Ind., and Lucien S. Franckowiak is an officer thereof engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, jackets, scarves, and other articles of wearing apparel composed in whole or in part of fur.

Franckowiak's, Inc., and Lucien S. Franckowiak 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:

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

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

(b) in a proper manner, the name of the country of origin of any imported furs used in a fur product;

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

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

(3) Setting forth required information in abbreviated form.

(4) Setting forth, on labels, required information in improper order.

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

(6) Setting forth on invoices the name or names of any animal or animals other than the name or names specified in paragraph 5 (a) above.

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

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

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

(c) sets forth required information in abbreviated form.

(8) Using comparative price statements in advertisements unless there is maintained by said corporation an adequate record disclosing the facts upon which such claims or representations are based.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Franckowiak's, Inc., and Lucien S. Franckowiak that they have engaged in any method, act or practice violative of law. (5623591, June 21, 1956.)

8789. Tools—Dealer as Manufacturer, Product as Forged.—Steelcraft Tool Manufacturing Corp., a New York corporation, with its principal office and place of business located in New York, N. Y., and Harry Hahn, and Kurt J. Spiegel, officers thereof, engaged in offering for sale and selling in commerce, tools of various kinds and types, entered into an agreement that each of them, in connection with the offering for sale, sale and distribution of tools, will cease and desist from:

(1) Representing in any manner that the corporation is a manufacturer unless and until it maintains, operates and controls a factory wherein such products are made;

(2) Representing in any manner that a product is forged when such is not a fact; provided however, that this shall not be construed as an

agreement not to represent as forged any part of such product which, in fact, has been forged.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Steelcraft Tool Manufacturing Corp., Harry Hahn and Kurt J. Spiegel that they have engaged in any method, act or practice violative of law. (5520434, June 21, 1956.)

8790. Medicinal Preparation—Therapeutic Properties.—Albert G. Groblewski & Co., a Pennsylvania corporation, with its principal place of business located in Plymouth, Penna., engaged in the business of offering for sale and selling in commerce, a medicinal preparation designated "Groblewski's Headache Powders," 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:

That the preparation will relieve the discomforts of a head cold in excess of affording temporary relief of the pain associated with such condition.

*It is also stipulated and agreed,* That this stipulation is supplemental to Stipulation No. 7838 executed by Albert G. Groblewski & Co. and approved and accepted by the Federal Trade Commission on April 25, 1949,<sup>18</sup> which stipulation remains in full force and effect.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Albert G. Groblewski & Co. that it has engaged in any method, act or practice violative of law. (17814, June 21, 1956.)

8791. Fur Products—False Advertising and Labeling.—Davis Co., Inc., is a Kentucky corporation, with its principal place of business located in Louisville, Ky., and A. B. Davis, Pacy Davis and Edith Orleman are officers thereof. The corporation is engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

Davis Co., Inc., A. B. Davis, Pacy Davis and Edith Orleman 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 distribu-

<sup>18</sup> Supplemental. See 45 F. T. C. 897.

tion 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:

- (1) Failing to affix labels to fur products showing:
  - (a) the name or names of the animal or animals producing the fur contained in the fur product as set forth in the Fur Products Name Guide and as permitted under the Rules and Regulations;
  - (b) the name or other identification issued and registered by the Commission of one or more persons who manufactured such fur product for introduction into commerce, introduced it in commerce, sold it in commerce, advertised or offered it for sale in commerce, or transported or distributed it in commerce;
  - (c) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is a fact;
  - (d) that the fur product is composed in whole or in substantial part of paws, tails, bellies or waste fur, when such is a fact;
  - (e) the name of the country of origin of any imported furs used in a fur product;
  - (f) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.
- (2) Mingling, on labels, non-required information with required information.
- (3) Setting forth required information in handwriting.
- (4) 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.
- (5) Advertising fur products in any manner or by any means where the advertisement:
  - (a) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to section 7 (c) of the Act;
  - (b) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;
  - (c) contains the name or names of any animal or animals other than the name or names specified in paragraph (5) (a) above.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Davis Co., Inc., A. B. Davis, Pacy Davis and Edith Orleman that they have engaged in any method, act or practice violative of law. (5623554, June 21, 1956.)

8792. Fur Products—False Invoicing and Labeling.—C. E. Carlson Co. is a Washington corporation, with its principal place of business in Spokane, Wash., and E. E. Carlson and L. E. Gandy are officers thereof. The corporation has been engaged in the business of offering for sale, selling and distributing fur products which were made in

whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

C. E. Carlson Co., E. E. Carlson and L. E. Gandy entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, or the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce of any fur product, as the terms "fur," "fur product" and "commerce" as defined in the Fur Products Labeling Act, they and each of them will cease and desist from:

- (1) Failing to affix labels to fur products showing:
  - (a) the name or names of the animal or animals producing the fur contained in the fur product as set forth in the Fur Products Name Guide and as permitted under the Rules and Regulations;
  - (b) that the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is a fact;
  - (c) such other information as may be required by Section 4 (2) of the Fur Products Labeling Act.
- (2) Failing to disclose that the fur product is composed of pieces when such is the fact.
- (3) Mingling, on labels, non-required information with required information.
- (4) Failing to set forth on labels the required item number.
- (5) Using on labels attached to fur products the name of an animal other than the name of the animal actually producing the fur contained in the fur product.
- (6) Failure 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) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by C. E. Carlson Co., E. E. Carlson and L. E. Gandy that they have engaged in any method, act or practice violative of law. (5623610, June 21, 1956.)

8793. Towels—Unwoven, Limited Supply, Dealer as Manufacturer.—Stanley Perkis is an individual now trading under the name R. J. Homakers Co., with his place of business in Farmingdale, L. I., N. Y., engaged in the sale in commerce, of towels by mail order.

For a period of time during 1954, while regularly trading under the name Murray Hill House, Stanley Perkis, in the manner aforesaid offered for sale and sold the same product under the trade name Handicraft Mills.

Stanley Perkis entered into an agreement that in connection with the offering for sale, sale and distribution of towels made of unwoven rayon and cotton or unwoven towels of other fiber composition, he will cease and desist:

(1) From failing to disclose clearly and conspicuously in all advertisements and promotional material that the towels are made of unwoven rayon and cotton or that they are unwoven and of other fiber composition, as is consistent with fact;

(2) From representing that the supply of said towels is limited, when such is not a fact;

(3) From using the word "Mills" as part of his trade name, or otherwise representing that he manufactures the towels sold by him.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Stanley Perkis that he has engaged in any method, act or practice violative of law. (5521136, June 21, 1956.)

8794. **Woolen Fabrics—Wool Content.**—Somerville Manufacturing Co. is a Connecticut corporation, with its principal place of business located in Somerville, Conn., and Ralph D. Keeney, R. Leland Keeney and Edward K. Fuller are officers thereof. J. J. O'Donnell & Co., Inc. is a New York corporation, with its principal place of business located in New York, N. Y., and J. J. O'Donnell and J. J. O'Donnell, Jr., are officers thereof. Somerville Manufacturing Co. is engaged in the manufacture, sale and distribution in commerce of woolen fabrics and J. J. O'Donnell & Co., Inc. is the sales agent for Somerville Manufacturing Co., and as such is engaged in marketing the fabrics in question.

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.

Somerville Manufacturing Co., and Ralph D. Keeney, R. Leland Keeney and Edward K. Fuller and J. J. O'Donnell & Co. and J. J. O'Donnell, Jr. 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 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) Failing to securely affix or to place on such products a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner:

(a) the percentage of the total fiber weight of such wool products, exclusive of ornamentation not exceeding 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 nonfibrous loading, filling or adulterating matter;

(c) the name or the registered identification number of the manufacturer of such wool product or of one or more persons engaged in introducing such wool product into commerce, or in the offering for sale, sale, transportation, distribution or delivering for shipment thereof in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Somersville Manufacturing Co., and Ralph D. Keeney, R. Leland Keeney and Edward K. Fuller and J. J. O'Donnell & Co. and J. J. O'Donnell, Jr. that they have engaged in any method, act or practice violative of law. (5623542, June 21, 1956.)

8795. Fur Products—False Advertising, Invoicing, and Labeling.—Charles Lustick is an individual doing business under the name of Lustick Furriers, with his principal place of business in Washington, D. C., engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, stoles, and other articles of wearing apparel composed in whole or in part of fur.

Charles Lustick entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of furs or 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 furs or 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:

(1) Failing to attach to fur products repaired, remodeled, and subsequently sold, the labels required by Section 4 (2) of the Fur Products Labeling Act.

(2) 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 bleached, dyed or otherwise artificially colored fur, when such is the fact;
  - (c) that the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;
  - (d) the name of the country of origin of any imported furs contained in a fur product;
  - (e) such other information as may be required by Section 5 (b) (1) of the Fur Products Labeling Act.
- (3) Setting forth on invoices required information in abbreviated form.
- (4) Failing to disclose on invoices that the fur product is second hand used fur when such is the fact.
- (5) Failing to set forth on invoices the item number or mark assigned to the fur product for purposes of identification.
- (6) Advertising fur products in any manner or by any means where the advertisement:
- (a) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to Section 7 (c) of the Act;
  - (b) does not show that the fur product or fur is bleached, dyed or otherwise artificially colored fur when such is the fact;
  - (c) does not properly show the name of the country of origin of any imported furs or those contained in a fur product;
  - (d) fails to disclose that the fur products are second hand used fur when such is the fact.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Charles Lustick that he has engaged in any method, act or practice violative of law. (5623651, June 21, 1956.)

8796. Sliding Windows and Doors—Tests, Comparative Merits.—Glide Windows Inc., a California corporation, with its principal place of business located in North Hollywood, Calif., engaged in offering for sale and selling in commerce, sliding windows and doors, entered into an agreement that in connection with the offering for sale, sale and distribution of sliding windows and doors it will cease and desist from representing, directly or by implication:

- (1) That Glide Sliding Windows and Doors have passed any test, or that they meet test standards of any testing laboratory, when such is not the fact;
- (2) That Glide Sliding Windows and Doors have proven superior to all other similar products in air infiltration tests, or otherwise using

test results to make comparisons of its products with other products not in accordance with the facts.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Glide Windows Inc. that it has engaged in any method, act or practice violative of law. (5520458, June 21, 1956.)

8797. **Hair Coloring Preparation—Nature, Unique Method, Relevant Facts.**—Duo-Way Pharmacal Corp., a New York corporation, with its principal office and place of business located in New York, N. Y., and Lincoln J. Karmen and Harold Frazee officers thereof, engaged in the business of offering for sale and selling in commerce, a hair coloring preparation designated "Youngair," entered into an agreement that they will cease and desist from disseminating or causing to be disseminated any advertisement for that product or any other product of substantially similar composition or possessing substantially similar properties, whether sold under that name or any other name which represents directly or by implication:

- (a) That the product is not a dye;
- (b) That the product colors the hair by a new method or process;
- (c) That the product imparts or restores natural, original or youthful color to the hair;
- (d) That the product causes the original coloring matter to return to the hair;
- (e) That the product has been used professionally or utilized other than for home use when such is not a fact.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Duo-Way Pharmacal Corp., Lincoln J. Karmen and Harold Frazee that they have engaged in any method, act or practice violative of law. (5520013, June 21, 1956.)

8798. **Eyeglasses—Corrective Qualities, Unique Nature, Dealer as Laboratory.**—Precision Optical Laboratories, Inc., an Illinois corporation, with its principal place of business in Rochelle, Ill., and Frank G. Stein an officer thereof, engaged in the business of offering for sale and selling in commerce, eyeglasses, entered into an agreement that they and each of them will cease and desist from disseminating or causing to be disseminated, any advertisement for the eyeglasses now sold by them, or any other eyeglasses with lenses of similar construction, which represents, directly or by implication:

- (a) That such eyeglasses will correct, or are capable of correcting, defects in vision of persons unless expressly limited to those persons approximately forty years of age and older who do not have astigmatism or diseases of the eye and who require only simple magnifying lenses;

(b) That such eyeglasses, or the principles which they employ, are new, a new invention, amazing, or in any material respect different from eyeglasses which have long been available to the purchasing public; or

(c) Through the use of the word "Laboratories" or the abbreviation "Labs." or any other word or term of similar import in their corporate or trade name, or in any other manner, that they own, operate or control a laboratory equipped for the production of eyeglass lenses and for related research.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Precision Optical Laboratories, Inc. and Frank G. Stein that they have engaged in any method, act or practice violative of law. (5623174, June 26, 1956.)

8799. Fur Products—False Advertising and Labeling.—Felix Friedman is an individual doing business under his own name with his principal place of business located in Cincinnati, Ohio, engaged in the business of offering for sale, selling and distributing furs and fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, stoles, and other articles of wearing apparel composed in whole or in part of fur.

Felix Friedman entered into an agreement that in connection with the sale, advertising, offering for sale, transportation or distribution of furs or 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 furs or 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:

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

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

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

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

(3) Setting forth required information in abbreviated form.

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

(a) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the

fur, and such qualifying statement as may be required pursuant to Section 7 (c) of the Act;

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

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

(d) does not disclose that the fur product is made of pieces, when such is the fact;

(e) uses descriptive terms connoting a geographic origin which is other than that of the animal producing the fur.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Felix Friedman that he has engaged in any method, act or practice violative of law. (5623588, June 26, 1956.)

8800. Fur Products—False Advertising, Invoicing, and Labeling.—Ralph H. Miller, Inc., is a Delaware corporation, with its principal place of business in New York, N. Y., and Ralph H. Miller is an officer thereof, engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, stoles, capes and other articles of wearing apparel composed in whole or in part of fur.

Ralph H. Miller, Inc., and Ralph H. Miller 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:

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

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

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

(c) properly, the name of the country of origin of any imported furs used in a fur product;

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

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

(3) Setting forth required information in handwriting.

(4) Describing Dyed Lamb as "Dyed Processed Lamb." This should not be construed as preventing the use of the term "Dyed Mouton—processed Lamb."

(5) Failing to furnish invoices to purchasers of fur products disclosing the information required by Section 5 (b) (1) of the Fur Products Labeling Act.

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

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

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

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

(d) fails to set out all of the required information in legible and conspicuous type of equal size;

(e) describes Dyed Lamb as "Dyed Processed Lamb Mouton" or "Mouton Dyed Processed Lamb." This should not be construed as preventing the use of the term "Dyed Mouton—processed Lamb."

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Ralph H. Miller, Inc. and Ralph H. Miller that they have engaged in any method, act or practice violative of law. (5623602, June 26, 1956.)

8801. Watches—Quality, Guarantees, Composition.—Cronow Watch Co., Inc., a New York corporation, with its principal place of business in New York, N. Y., and Lazarus Kuperman and Abraham Kuperman officers thereof, engaged in the offering for sale, sale and distribution of watches in commerce, entered into an agreement that in connection with the offering for sale, sale and distribution of watches, they and each of them will cease and desist from:

(1) Representing, directly or by implication, that a watch is a "jeweled" watch, or that it contains a jeweled movement, unless said watch contains at least 7 jewels, each of which serves a mechanical purpose as a frictional bearing;

(2) Representing, directly or by implication, that watches offered for sale or sold by them are guaranteed unless the nature and the extent of the guarantee and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed;

(3) Using the word "Duro-Gold" or "gold" or any coined word containing the word "gold," alone or in conjunction with any other

word or words, as a designation or description for a product containing no gold, or otherwise representing, directly or by implication, that a product contains a substantial proportion or quantity of gold, when such is not a fact.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Cronow Watch Co., Inc., Lazarus Kuperman and Abraham Kuperman that they have engaged in any method, act or practice violative of law. (5420899, June 26, 1956.)

8802. **Children's Handbags, Belts, etc.—Composition.**—Prospect Leather Goods Co., Inc., a New York corporation, with its place of business in New York, N. Y., trading under the name Mighty Midget Leather Goods Co., and Solomon Hyman, Sidney Hyman, William Hyman and Jacob Arenzow officers thereof, engaged in the business of offering for sale, selling and distributing in commerce, children's handbags, wallets and belts, entered into an agreement that in connection with the offering for sale, sale and distribution of handbags or other products, they and each of them will cease and desist from representing directly or by implication that their products are made of leather or contain leather when such is not the fact.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Prospect Leather Goods Co., Inc., Solomon Hyman, Sidney Hyman, William Hyman and Jacob Arenzow that they have engaged in any method, act or practice violative of law. (5623080, June 26, 1956.)

8803. **Fur Products—False Invoicing and Labeling.**—Berdane Furs, Inc., is a Pennsylvania corporation, with its principal place of business in Philadelphia, Pa., and Daniel Lieberman and Bernard Koff are officers thereof, engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms "fur product" and "commerce" are defined in the Fur Products Labeling Act. Among such fur products were coats, jackets, capes, stoles and other articles of wearing apparel composed in whole or in part of fur.

Berdane Furs, Inc., Daniel Lieberman, and Bernard Koff 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:

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

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

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

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

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

(3) Setting forth required information in handwriting.

(4) 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 bleached, dyed or otherwise artificially colored fur, when such is the fact;

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

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

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

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

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Berdane Furs, Inc., Daniel Lieberman and Bernard Koff that they have engaged in any method, act or practice violative of law. (5623675, June 26, 1956.)

**8804. Directory of Discount Dealers—Completeness and Accuracy.**—Hoge, Farrell, Inc., a corporation with its principal place of business located in New York, N. Y., and Hamilton Hoge an officer thereof, engaged in offering for sale and selling in commerce, a directory known as the National Directory of Discount Dealers, entered into an agreement that in connection with the offering for sale, sale and distribution of a directory known as the National Directory of Discount Dealers, they and each of them, will cease and desist from representing, directly or by implication:

1. That said publication is an accurate, reliable or complete listing of discount dealers as such designation is understood by the trade and the public;

2. That said publication was prepared as the result of personal canvassing of the firms listed therein;

3. That the firms listed in said publication have been verified to be discount dealers as such designation is understood by the trade and the public or that every listing in said publication has been checked.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Hoge, Farrell, Inc., and Hamilton Hoge that they have engaged in any method, act or practice violative of law. (5520360, June 21, 1956.)

8805. **Women's Wool Skirts—False Labeling.**—J. I. Originals, Inc., a Massachusetts corporation, with its principal place of business located in Boston, Mass., and Jacob Donath and Hyman Isenberg officers thereof, are engaged in the offering for sale, sale and distribution in commerce of women's skirts. Said skirts 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.

J. I. Originals, Inc., Jacob Donath and Hyman Isenberg 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 women's skirts 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) Stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers included therein any manner not in accordance with the facts;

(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 per centum 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 per centum 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 in 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.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by J. I. Originals, Inc., Jacob Donath and Hyman Isenberg that they have engaged in any method, act or practice violative of law. (5623656, June 26, 1956.)

8806. Fur Products—False Advertising, Invoicing, and Labeling.—J. Lichterman, Inc., a Pennsylvania corporation, with its principal place of business in Philadelphia, Pa., and Arthur D. Lichterman and Ester Goldstein officers thereof, are engaged in the business of offering for sale, selling and distributing fur products which were made in whole or in part of fur which had been shipped and received in commerce, as the terms “fur product” and “commerce” are defined in the Fur Products Labeling Act. Among such fur products were coats, capes, jackets, stoles, and other articles of wearing apparel composed in whole or in part of fur.

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

(A) Misbranding fur products by:

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

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

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

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

(3) Setting forth required information in handwriting or in abbreviated form.

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

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

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

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

(D) Failing to disclose on invoices pertaining to fur products, the item number or mark assigned to such fur product for identification purposes.

(E) Advertising fur products in any manner or by any means whereby the advertisement:

(1) does not show the name or names (as set forth in the Fur Products Name Guide) of the animal or animals that produced the

fur, and such qualifying statement as may be required pursuant to section 7 (c) of the Act;

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

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by J. Lichterman, Inc., and Arthur D. Lichterman and Ester Goldstein that they have engaged in any method, act or practice violative of law. (5623428, June 28, 1956.)

**8807. Aluminum Storm Doors and Windows, Wall Facing and Roofing Material.**—Lifetime, Inc., a Pennsylvania corporation, with its principal place of business in Philadelphia, Pa., engaged in offering for sale and selling in commerce, aluminum storm doors, storm windows and awnings, an exterior wall facing material known as Perma-Stone, and a roofing material known as Glass Lined Roofing, entered into an agreement that in connection with the offering for sale, sale and distribution of those products it will cease and desist from:

1. Representing that its glass lined roofing ends all roof troubles or assures freedom from worry about roof leakage;

2. Representing, by the use of the designation "Stone Front" or by any other means, that the material used for its simulated stone fronts is stone in its natural state;

3. Representing that its simulated stone fronts have the durability of natural stone;

4. Representing that certain of its products are sold under a lifetime guarantee when such is not the fact;

5. Representing that its products are guaranteed unless the essential conditions of the guarantee and the manner in which the guarantor will perform are clearly and conspicuously disclosed;

6. Representing that its storm windows afford positive burglar protection;

7. Offering articles at specified prices on condition that other merchandise is purchased without clearly disclosing the particular merchandise which must be purchased under such offer;

8. Offering articles at specified prices on condition that other merchandise is purchased without clearly and conspicuously disclosing such condition;

9. Placing illustrations and descriptive texts in advertisements in such manner as to create the impression that the illustrations and descriptions are applicable to other more expensive merchandise offered in the advertisement.

The stipulation provides that the agreement is for settlement purposes only and does not constitute an admission by Lifetime, Inc. that it has engaged in any method, act or practice violative of law. (5520959, June 28, 1956.)



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Fur Products Labeling Act.....	1739 (8720), 1741 (8721), 1744 (8723), 1746 (8726), 1748 (8727), 1752 (8732), 1758 (8743), 1761 (8746), 1763 (8747), 1765 (8749), 1770 (8755), 1772 (8757), 1774 (8758), 1776 (8760), 1777 (8761), 1779 (8763), 1787 (8776), 1790 (8780), 1792 (8781)
Using, selling, or supplying lottery devices or schemes: Supplying lottery devices.....	1767 (8750)