

## STIPULATIONS

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

0450.<sup>3</sup> Medicinal Preparation—Therapeutic Qualities and Composition.—Plough, Inc., a Delaware corporation, with its principal office and place of business located in Memphis, Tenn., engaged in the business of offering for sale and selling in commerce, a medicinal preparation designated "C-2223," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for the aforesaid product, or any other product of substantially the same composition or possessing substantially the same properties which represents:

(a) That use of the product will end rheumatic pains or rid a sufferer of such pains or aches;

(b) That the product is effective in the relief of rheumatism due to poisons or acids;

(c) That the product (1) attacks rheumatism at the source, (2) cleanses the system of toxic acids or putrid waste matter, or (3) rids the system of acid poisons;

(d) That the product will make one well from the aches or pains of rheumatism;

(e) That the product (1) neutralizes toxic acids in the joints, (2) drives out poisonous waste matter from the system, (3) attacks rheumatic fever at its source, or (4) causes rheumatic pain or suffering to go quickly;

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<sup>1</sup>The digests published herewith cover those accepted by the Commission during the period covered by this volume, namely, July 1, 1952, to June 30, 1953, inclusive. Digests of previous stipulations of the kind herein involved accepted by the Commission may be found in volumes 10 to 48 of the Commission Decisions.

<sup>2</sup>Under a reorganization of the Commission's internal structure, effective June 1, 1950 (see annual report for that year at p. 6), the former Bureau of Trade Practice Conferences and the Bureau of Stipulations were consolidated into the Bureau of Industry Cooperation, and a Division of Stipulations was created, under said Bureau, to handle such work.

For an account of a prior reorganization, effective August 12, 1946, under which the Division of Stipulations, then created, was charged with the handling of all matters considered appropriate for settlement by stipulation, including both such matters as had theretofore culminated in the false and misleading advertising stipulations effected through the Commission's Radio and Periodical Division, as it theretofore functioned, and those theretofore effected through the Trial Examiner's Division, see footnote in volume 45 at p. 845.

<sup>3</sup>Substitute.

(f) That use of the product will restore a rheumatic sufferer to good health or activity;

(g) That after taking the product the factors which cause rheumatism are gone from the system;

(h) That the product contains any pain relieving ingredient except sodium salicylate;

(i) That the product has any beneficial effect except as an analgesic to temporarily relieve (1) the pains of rheumatism, neuralgia, sciatica, lumbago and neuritis (2) muscular aches, soreness, and pains, caused by exertion, exposure and fatigue and (3) simple headaches.

It is understood and agreed that this stipulation is in substitution of Stipulation No. 0450 previously in effect in this matter, it being that executed by the corporation and which was approved by the Federal Trade Commission on January 16, 1933. (1-6442, Mar. 31, 1953.)

0472.<sup>4</sup> **Asthma Treatment—Effectiveness.**—Stipulation No. 0472 has been amended so that it now reads:

J. H. Guild Co., Inc., vendor-advertiser, of Rupert, Vt., is engaged in selling Dr. Guild's Green Mountain Asthma Compound and Asthma Cigarettes, and in advertising represented:

#### A S T H M A

"What CAN I do to get relief?" Try inhaling the pleasant smoke vapor of Dr. J. H. Guild's Green Mountain Asthma Compound. Thousands rely on it. Quickly soothes and relieves Asthma—also catarrh. Standard remedy at all druggists. Originated in 1869 by Dr. Guild, specialist in respiratory diseases.

That said compound is an effective treatment for asthma and catarrh is held by the Federal Trade Commission to be incorrect and misleading, to the injury of the public and of competitors, in that the ingredients used, while of some value in soothing and temporarily relieving the severity of the spasms in cases of bronchial asthma, are ineffective in treating the cause of either asthma or catarrh, or in preventing the same.

In a stipulation filed with and approved by the Federal Trade Commission this vendor-advertiser admits making such representations and agrees to cease and desist from publishing or circulating, or causing to be published or circulated any statement which is false or misleading and specifically stipulates and agrees in soliciting the sale of and selling its said product in interstate commerce to cease and desist from:

representing, directly or by implication, that the aforesaid medicinal preparations are competent treatments or remedies for asthma, unless such representations are limited to the relief from the attacks and paroxysms of asthma.

<sup>4</sup> Amended. See 17 F. T. C. 597.

J. H. Guild Co., Inc., further stipulated and agreed that, as thus amended, all terms and conditions of Stipulation No. 0472 shall remain in full force and effect. (1-7064, Mar. 10, 1953.)

01383.<sup>5</sup> Medicinal Preparation—Therapeutic Properties, Comparative Merits, etc.—Stipulation No. 01383 has been amended so that it now reads:

E. L. Knowles, Inc., a corporation, Springfield, Mass., vendor-advertiser, is engaged in selling a certain medicinal preparation designated Rub-Ine and in advertising represented:

Deeply penetrating.

You may confidently expect prompt relief.

Muscular soreness or lameness . . . promptly relieved.

Rub-Ine relieves nasal congestion due to simple head colds, quickly and effectively.

Clears the nasal passages of congestion promptly.

Stiff arm, neck, and back muscles, the after result from automobile driving for long distances or exposure to draughts may be relieved quickly by applying Rub-Ine full strength.

Trainers recognize that Rub-Ine is an excellent muscle conditioner. They use it full strength to remove the stiffness and lameness from tired or strained muscles.

Rub-Ine's *unusual penetrating power* makes it of great value in every home. For tired feet, Rub-Ine brings complete foot comfort.

Use Rub-Ine for your more stubborn aches and pains, too. You'll like the quick relief it brings.

Use it for sunburn, mosquito bites, ivy poisoning, bee and wasp stings. It gives you instant relief.

You can depend on it to relieve such summer ailments as aching feet, mosquito bites and the irritation caused by athlete's foot.

Just a few drops on your handkerchief, used as an inhalant, quickly clears the nasal passages and reduces hay fever, irritation.

It hits the spot at once and brings you prompt relief and comfort.

Rub-Ine brings you quicker relief.

Rub out your aches and pains with Rub-Ine.

Nothing else relieves pain so promptly.

The respondent hereby admits:

That its product, as heretofore compounded, is a mild counter-irritant and that the therapeutic value thereof would be limited solely to this class of preparation;

While it is true that some of the ingredients in this preparation will, in a limited way penetrate the superficial layers of the skin, said preparation will not penetrate deeply and is of doubtful value as an effective agent in the treatment of stiff muscles or muscular lameness; it cannot, therefore, be called a muscle conditioner;

That the therapeutic value of this preparation does not place it as a competent remedy in the treatment of rheumatic and neuritis pains, nor as a relief for all of the manifestations of head colds;

That this product may have a cooling and soothing effect on the feet, but should not be alluded to as a substantial remedy for aching feet, since this

<sup>5</sup> Amended. See 22 F. T. C. 1062.

condition is frequently associated with numerous foot troubles in which this product would have no effective value;

That, though this preparation may be beneficial for many purposes, it would not materially influence or alter the course of hay fever.

In a stipulation filed and approved by the Federal Trade Commission this vendor-advertiser admits making such representations and specifically stipulates and agrees in soliciting the sale of and selling its said product in interstate commerce to cease and desist from representing directly or otherwise:

- (a) That Rub-Ine will give quick relief from stubborn aches and pains;
- (b) That Rub-Ine has unusual penetrating powers and will penetrate deeply;
- (c) That Rub-Ine users may expect prompt, quick relief from aches and pains;
- (d) That Rub-Ine is an effective agent for the treatment of stiff muscles or muscular lameness, unless limited to such conditions, due to exposure or exercise;
- (e) That Rub-Ine is a muscle conditioner;
- (f) That Rub-Ine will relieve all the manifestations of head colds;
- (g) That Rub-Ine is a competent remedy for aching feet, and brings complete foot comfort;
- (h) That Rub-Ine gives instant relief from mosquito bites, ivy poisoning, bee and wasp stings;
- (i) That Rub-Ine quickly "clears" the nasal passages and reduces hay fever irritation;
- (j) That Rub-Ine hits the spot at once;
- (k) That Rub-Ine brings quicker relief than other counter-irritants;
- (l) That nothing else brings quicker relief than Rub-Ine;
- (m) That Rub-Ine rubs out pains and aches;

and from making any other claims or assertions of like import.

It is also stipulated and agreed that Stipulation 01383 as amended, is predicated upon the new formulation for the product Rub-Ine.

It is further agreed by E. L. Knowles, Inc., that as thus amended, all the terms and provisions of Stipulation No. 01383 shall remain in full force and effect. (1-9433, Apr. 7, 1953.)

**8297. Floor Coating—Effectiveness, Nature, Safety, etc.**—The Rubber Products Co., a corporation, with its principal place of business located in New Haven, Conn., and Herbert H. Slocombe, an officer thereof, prior to approximately July 1, 1951, engaged in the business of offering for sale, selling and distributing in commerce a preparation for coating various surfaces, principally floors, designated "Okura," which preparation during the year 1950 and theretofore was designated "Rub-R-Kote," entered into an agreement in connection with the offering for sale, sale and distribution of the herein described preparation designated "Okura," or any other preparation of substantially the same composition, that they and each of them will cease and desist from representing directly or by implication:

(1) That the said product is safer to walk upon when wet than when dry, or that it provides a nonskid or safe surface unless limited to the surface when dry;

(2) That an Okura surface is resistant to chemicals when, in fact, such solvents as toluene and acetone quickly attack the coat, or that it is resistant to alkali when, in fact, sodium hydroxide affects the coat adversely;

(3) That such product is a rubber coating;

(4) That it dries dust-free in half an hour or any other interval within which it remains tacky;

(5) That it is "ideal" or satisfactory for or produces a transparent film on basement masonry unless such porous materials as cinder-block are specially excepted;

(6) That it seals or waterproofs cement unless a clear disclosure is made in connection therewith that at least three coats are necessary to prevent capillary passage of water;

(7) That it rustproofs metal surfaces or does more than retard rusting, and that it renews metal surfaces. (1-22800, July 2, 1952.)

8298. **Scalp Treatment—Effectiveness.**—Dandrug Corp., a Delaware corporation, with its principal place of business located in Highwood, Ill., engaged in the business of offering for sale and selling in commerce a preparation for the scalp designated "SulfoDandrug," entered into an agreement that it will cease and desist from disseminating any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

That the Sulfa Drug in the product is an effective treatment for scalp infection. (1-23624, July 2, 1952.)

8299. **Maternity Garment—Healthful Qualities, Recommendations, Unique Nature, etc.**—The Stayform Co., an Illinois corporation, with its principal place of business in Chicago, Ill., engaged in the business of offering for sale and selling in commerce a device designated "Beau-T-Form Maternity Garment," entered into an agreement that, in connection with the dissemination of advertising of that device or any other device of substantially the same construction, it will cease and desist from representing directly or by implication:

(1) That said garment eliminates the discomforts of pregnancy, or promotes easy or safe delivery;

(2) That said garment assures a quick return of the mother's figure to normal after childbirth, or takes the place of exercise after childbirth;

(3) That said garment promotes muscle tone or the health of the wearer;

(4) That said garment does not restrict normal muscular function and that it does not apply pressure;

(5) That said garment will enable a woman during pregnancy to maintain the youthful lines of her figure;

(6) That the use of said garment is indicated generally in cases of pregnancy;

(7) That said garment is recommended by obstetricians in other than individual cases;

(8) That said garment is the only maternity garment that affords the wearer the so-called "downward pull" in back and the corresponding "lift" in front;

and from:

(9) Using photographs, or illustrations or other forms of representation, which exaggerate the results a woman may accomplish in altering her appearance during pregnancy, by wearing a Beau-T-Form Maternity Garment. (1-23600, July 2, 1952.)

**8300. Hair Preparation—Improving Qualities.**—Keystone Laboratories, Inc., a Tennessee corporation, with its office and principal place of business located in Memphis, Tenn., engaged in the business of offering for sale and selling in commerce a hair preparation designated "Long Aid," entered into an agreement that it will cease and desist from disseminating any advertisement for "Long Aid" or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That the product will promote the growth of hair, or will stop hair from falling;

(2) That the product corrects, prevents or overcomes broken hair or split hair ends or that it has any beneficial effect on these conditions except to such extent as it may relieve hair dryness and hair brittleness. (1-23921, July 2, 1952.)

**8301. Reducing Qualities and Comparative Merits.**—Davidson Baking Co., an Oregon corporation, with its principal place of business in Portland, Oreg., engaged in offering for sale and selling in commerce, a bread known as "Star's Bread," entered into an agreement that it will cease and desist from disseminating any advertisement for Star's Bread or any other bread of substantially the same composition or possessing substantially the same properties, which represent directly or by implication:

(1) That said Star's Bread is specially baked for a reducing diet or that its use as a part of the diet will reduce weight;

(2) That said Star's Bread is significantly lower in calories, higher in vitamin content or higher in mineral content than competing brands of bread. (1-24398, July 9, 1952.)

**8302. Food Preparation—Healthful Properties.**—American Processing & Sales Co., an Illinois corporation, with its principal place of business located in Chicago, Ill., and Hawthorn-Mellody Farms Dairy, a division of American Processing & Sales Co., engaged in the business offering for sale and selling in commerce, a preparation called “Hawthorn-Mellody Yogurt,” entered into an agreement that it will cease and desist from disseminating any advertisement for that preparation which represents directly or by implication:

(1) By the use of the statement “this learned man strongly directs attention to Yogurt as a food that helps preserve youth and promote longer life” or by any other means, that Hawthorn-Mellody Yogurt helps preserve youth or helps promote longer life;

(2) That said product helps correct digestive disturbances or stomach disorders, improves strength or vigor or tones up the system;

(3) By the use of the statement “Many doctors recommend Yogurt in the diet for treating constipation, ulcers, colitis, high blood pressure, intestinal flue, rheumatism and other ailments” thus impliedly representing that Hawthorn-Mellody Yogurt is effective in treating the above conditions, or by any other means, that Hawthorn-Mellody Yogurt is the effective in treating ulcers, colitis, high blood pressure, intestinal flue, rheumatism or poor appetite;

(4) That said product is effective in treating headaches, fatigue, biliousness or jumpy nerves or is an effective aid in restoring or maintaining normal digestion;

(5) That said product will properly regulate intestinal bacteria so as to result in “normal functioning and elimination” and will enable one to enjoy perfect regularity;

(6) That said product is consumed daily by America’s top-flight athletes, that it will make “vast” improvement in health, energy or well-being, or that it will keep one physically fit or enable one to achieve a peak physical condition;

(7) That said product is nonfattening;

(8) That published testimonials, attributing health and other benefits to Hawthorn-Mellody Yogurt, are based on the testimonialist’s actual use and personal experience with said product, to the extent that such may not be the fact. (1-23756, July 16, 1952.)

**8303. Medicinal Preparation—Therapeutic Properties.**—The Calotabs Co. Inc., a Georgia corporation, with its principal office and place of business located in Atlanta, Ga., engaged in the business of offering for sale and selling in commerce, a product designated “Calotabs,” entered into an agreement that it will cease and desist from disseminating any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

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

8304. **Medicinal Preparation—Relieving Qualities.**—Dacus Drug Co., Inc., a Missouri corporation, with its office and principal place of business located in Portageville, Mo., engaged in the business of offering for sale and selling in commerce, a drug preparation for the alleviation of the symptoms of a cold designated "Zero-10," entered into an agreement that it will cease and desist from disseminating any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implications that the product opens clogged nasal passages, or reduces stuffiness in the head and nose. (1-23924, July 23, 1952.)

8305. **Hair and Scalp Preparation—Beneficial and Therapeutic Properties.**—Sulfur-8 Chemical Co., Inc., a New York corporation, with its principal office and place of business located in Brooklyn, N. Y., and George Gottesman, president of the corporation, engaged in the business of offering for sale and selling in commerce, a product designated "Sulfur-8 Hair and Scalp Conditioner," entered into an agreement that they will cease and desist from disseminating or causing to be disseminated, any advertisement for that product, or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

- (a) That the product will keep the hair and scalp healthy;
- (b) That the product has a beneficial effect on tetter or that it will keep one free of dandruff;



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8311. **Drug and Cosmetic Preparations—Therapeutic and Germicidal Properties.**—Dornol Products, Inc., a New York corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce drug and cosmetic preparations designated "Dornol Skin Detergent" and "Dornol Creme," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for preparations now designated Dornol Skin Detergent and Dornol Creme or any other preparations of substantially the same compositions or possessing substantially the same properties, which represents directly or by implication:

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

8376.\* **Athlete's Foot Preparation—Comparative Merits, Unique Nature and Effectiveness.**—Leon Tuholske, an individual trading as T-X Pharmacal Co., with his principal place of business located in Akron, Ohio, engaged in the business of offering for sale and selling in commerce a medicinal preparation for athlete's foot designated "T-X," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

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

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

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

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

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

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

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

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

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

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

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

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

8378.<sup>7</sup> **Bulbs, Plants and Roots—Quality, Special Offers, Prices, Free Goods, etc.**—Michigan Bulb Co. is a Michigan corporation, with its principal office and place of business located in Grand Rapids, Mich., engaged in the business of offering for sale and selling in commerce, bulbs, plants and roots. It conducts business under its own name and under the name Flower-of-the-Month Club, with an office in Holland, Mich., it operates under the trade names Holland Bulb Co. and Dutch Bulb Importers.

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

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

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

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

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

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

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

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

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

<sup>7</sup> Supplemental. See stipulation 7929, 46 F. T. C. 1204.

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

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

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

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

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

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

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

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

In connection with and in the course of the sale, distribution and transportation of the aforesaid woolen piece goods in commerce, said corporation and individuals in the year 1951 attached or caused to be attached to a quantity of woolen piece goods which was composed of approximately 38 percent wool and 62 percent rayon, tags representing such wool products to be 50 percent wool and 50 percent rayon in violation of the provisions of the Wool Products Labeling Act of 1939. The misbranding was caused by the failure to properly test incoming woolen stock and the finished product before it was shipped.

Cascade Woolen Mill, Inc., and K. C. Tipper, William R. Tipper, F. W. Tipper, and F. H. Collins individually and as officers of said corporation, entered into an agreement that in connection with the offering for sale, sale, transportation, delivery for transportation or distribution in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939, of woolen piece goods, or any other wool products within the meaning of said act, they and each of them will cease and desist from misbranding such products by:

(1) Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers therein:

(2) Failing to securely affix to or place on each such product a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner:

(a) The percentage of the total fiber weight of such wool product, exclusive of ornamentation not exceeding five percentum of said total fiber weight of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five percentum or more, and (5) the aggregate of all other fibers;

(b) The maximum percentage of the total weight of such wool product of any non-fibrous loading, filling, or adulterating matter. (1-24403, Oct. 14, 1952.)

8380. **Synthetic Detergent—Cleansing Qualities.**—Colgate-Palmolive-Peet Co., a Delaware corporation, with its principal place of business in Jersey City, N. J., engaged in the business of offering for sale and selling in commerce, a synthetic detergent designated "FAB," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing, directly or by implication:

(a) That FAB washes clothes as clean without rinsing as with rinsing;

(b) That FAB without rinsing washes clothes cleaner than or as clean as soap with rinsing. (1-24020, Oct. 9, 1952.)

8381. **Synthetic Detergent—Cleansing Qualities.**—The Procter & Gamble Co., an Ohio corporation, with its principal place of business located in the city of Cincinnati, Ohio, engaged in the business of offering for sale and selling in commerce, synthetic detergents, designated "Tide" and "Cheer," entered into an agreement that in connection with the offering for sale, sale and distribution of these products it will cease and desist from representing directly or by implication:

(a) That such products wash clothes as clean without rinsing as with rinsing;

(b) That such products without rinsing wash clothes cleaner than or as clean as soap with rinsing. (1-23287, Oct. 9, 1952.)

8382. **Synthetic Detergent—Cleansing Qualities.**—Lever Brothers Co., a Maine corporation, with its principal place of business in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce, a synthetic detergent designated "Surf," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing, directly or by implication:

(a) That Surf washes clothes as clean without rinsing as with rinsing;

(b) That Surf without rinsing washes clothes cleaner than or as clean as soap with rinsing. (1-23421, Oct. 9, 1952.)

8383. **Synthetic Detergent—Cleansing Qualities.**—The Theobald Industries, a New Jersey corporation, with its principal place of business in the city of Kearney, N. J., engaged in the business of offering for sale and selling in commerce, a synthetic detergent designated "Hum," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing, directly or by implication:

(a) That Hum washes clothes as clean without rinsing as with rinsing;

(b) That Hum without rinsing washes clothes cleaner than or as clean as soap with rinsing;

(c) That Hum protects the colors in dyed cloth;

(d) That Hum produces 25 percent more suds, or any amount more, than other synthetic detergents. (1-23684, Oct. 9, 1952.)

8384. **Deodorant—Effectiveness and Safety.**—The Jules Montener, Inc., an Illinois corporation with its principal place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, a product designated "Stopette Spray Deodorant," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(a) That the product stops underarm odor or keeps the underarm free of moisture; provided, however, that nothing herein shall prevent Jules Montener, Inc. from representing that the use of the product stops underarm odor or keeps the underarm free of moisture when used daily or when used as directed, namely as needed, or it is otherwise clearly and conspicuously disclosed in connection with such claims that the product does not have a permanent effect on underarm odor or underarm moisture;



(b) That the product does not irritate the skin; provided, however, that nothing herein shall prevent Jules Montenier, Inc., from representing that the product is nonirritating to all skins except abnormally susceptible skins;

(c) That the product is safe; provided, however, that nothing herein shall prevent Jules Montenier, Inc., from representing that the product is safe for all skins except abnormally susceptible skins. (1-24026, Oct. 21, 1952.)

8385. **Watches**—"Academy Awards."—Bulova Watch Co., Inc., is a New York corporation, with its executive offices and principal place of business located in New York, N. Y.; factories and assembly plants located at Woodside, Long Island, N. Y.; Waltham, Mass.; Providence, R. I., and other places, is engaged in the business of manufacturing, assembling, offering for sale and selling in commerce, watches of various kinds and descriptions among which are those designated as the "Academy Award Watches."

Academy of Motion Picture Arts and Sciences is chartered under the laws of the State of California as a nonprofit corporation and owns a copyright symbol consisting of a statuette which has become known to the general public as the "Oscar." Said statuette, since 1929, has been granted annually by the academy as an award of merit for outstanding films and performances in the motion picture industry, said awards of merit being referred to and generally known as the "Academy Awards."

Bulova Watch Co., Inc., entered into an agreement with Academy of Motion Picture Arts and Sciences whereby, upon the payment of a stipulated sum of money, Academy of Motion Picture Arts and Sciences conveyed to Bulova Watch Co., Inc., the exclusive right to use the copyright symbol commonly known as the "Oscar," and the exclusive right to use such property right as it may have in the phrase "Academy Award," in connection with the sale, advertising and designation of watches made by Bulova Watch Co., Inc.

Bulova Watch Co., Inc., entered into an agreement in connection with the offering for sale, sale and distribution, in commerce, of its "Academy Award Watches," it will cease and desist from using the words "Academy Award" or the word "Oscar," as a designation of or in the advertising for sale of its watches or other commodities unless, in direct connection with the use of such words, depictions or simulations it is clearly and adequately disclosed that the right to use such words, depictions or simulations is by virtue of a licensing agreement entered into by and between Academy of Motion Picture Arts and Sciences and Bulova Watch Co., Inc., and is not representative of any meritorious award made on the basis of comparative tests with other watches.

Academy of Motion Picture Arts and Sciences entered into an agreement it will cease and desist from authorizing the use of the words "Academy Award" or the word "Oscar" or any depictions or simulations of the Academy of Motion Picture Arts and Sciences' Statuette commonly known as the "Oscar" as a designation of or in the advertising for sale of watches or any other commodity which has not been the subject of an award of merit for achievement in the field of motion pictures, unless, as a condition to the authorization of use thereof, the licensee is required to disclose clearly and adequately and in direct connection with such words, depictions or simulations that its right to use the same is by virtue of a licensing agreement and is not representative of a meritorious award made on the basis of comparative tests. (1-23562, Oct. 21, 1952.)

8386. **Sweaters—"Hand Looped."**—Gramercy Knitters, Inc., a New York corporation, with its principal place of business located in New York, N. Y., and Jack Sternberg and Richard Sternberg, officers thereof, engaged in the business of manufacturing and selling in commerce, ladies' knitted sweaters, caused to be affixed to the sweaters they manufacture labels bearing the following legend—

HAND LOOPED—FASHIONED KNITS

Gramercy  
Knitters, Inc.

About the beginning of the year 1951, this label was changed to read:

HAND LOOPED KNITS

Gramercy  
Knitters, Inc.

Through use of the legend "Hand Looped Knits," Gramercy Knitters, Inc., and its officers have represented directly or by implication that sections of the sweaters so designated are joined together by hand.

The joining of the sections of the said sweaters is not done by hand, but by means of a looping machine, so-called. The process of joining through use of such machine requires the manual placement of the border stitches of the 2 knitted parts over 2 rows of needles in the looping machine. When this is done, the actual joining is performed by the machine.

Gramercy Knitters, Inc., Jack Sternberg and Richard Sternberg, entered into an agreement that in connection with the offering for sale, sale and distribution of sweaters, they and each of them will cease and desist from using the term "hand looped," as descriptive of sweaters the knitted sections of which are joined to any extent by machine. (1-24215, Oct. 23, 1952.)

8387. **Calf Food—Economizing.**—Tri Associates, Inc., a Minnesota corporation, with its principal office and place of business located in

the city of Minneapolis, Minn., engaged in the business of offering for sale and selling in commerce, a food for calves designated "Tri Calf Food," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for that product, or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

That Tri Calf Food saves any specific amount of milk in the feeding of calves, unless the basis for the comparison is clearly explained. (1-24436, Oct. 23, 1952.)

8388. **Insecticidal Device—Government Approval, Effectiveness, etc.**—Remington Products Corp., a New Jersey corporation, with its office and principal place of business located in the city of Elizabeth, N. J., engaged in the business of offering for sale and selling in commerce, an insecticidal device designated "Fly-Master," "Automatic Insect Control," and "Fly-Master Automatic Insect Control," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for an insecticidal device consisting of thermal generators dispensing lindane, or any other preparation of substantially the same composition or possessing substantially the same properties, under the brand names "Fly Master," "Automatic Insect-Control," and "Fly-Master Automatic Insect Control," or any other name which represents directly or by implication:

(a) That such product has been approved by the United States Army or any other official or governmental agency, when such is not the fact;

(b) That such product provides absolute and complete control of flies, sand flies, gnats and mosquitoes;

(c) That such product has any effect in preventing disease or food spoilage, except to the extent that it kills insects carrying disease germs or insects which might cause the spoilage of food. (1-24427, Oct. 29, 1952.)

8389. **Costume Jewelry—Nature of Settings.**—Ralph Polcini, Louise Polcini, and Damon Polcini, copartners trading as The Leading Jewelry Manufacturing Co. and as Ledo, with their principal place of business located in the city of New York, N. Y., engaged in the business of offering for sale and selling in commerce, costume jewelry containing glass insets, entered into an agreement that in connection with the offering for sale, sale and distribution of costume jewelry the settings of which are not precious or semiprecious gems or stones, that they, and each of them will cease and desist from using "Gemstones" or any other word or term of similar import or meaning to describe such settings without clearly disclosing that the settings are imitations or simulations. (1-24437, Nov. 6, 1952.)

8390. **Hair Dye—History, Therapeutic Qualities, and Effectiveness.**—Thomas S. Laser and Grace Laser, copartners doing business under the name Laser Laboratories, with their principal place of business located in Minneapolis, Minn., engaged in offering for sale and selling in commerce, a hair dye preparation designated “Natcol,” entered into an agreement that they, and each of them, will cease and desist from disseminating or causing to be disseminated, any advertisement for a hair dye preparation now designated “Natcol” which represents directly or by implication:

- (1) That said preparation is an “amazing discovery” or a new discovery;
- (2) That said preparation is of any value in retarding falling hair;
- (3) That said preparation stops or cures itching scalp or cures the condition or conditions causing dandruff;
- (4) That said preparation will darken the hair below the skin.

It is also hereby agreed by Thomas S. Laser and Grace Laser that they, and each of them, will cease and desist from disseminating or causing to be disseminated, any advertisement for a hair dye preparation now designated “Natcol,” which fails to clearly disclose that this product is primarily a hair dye and that its use for any other purpose is only incidental. (1-24076, Nov. 6, 1952.)

8391. **Device for Removal of Superfluous Hair—Research Staff, Unique Nature, Safety, and Guarantee.**—Kree Institute of Electrolysis, Inc., a New York corporation, which conducts in New York, N. Y., a residence school of instruction in the art of electrical epilation, also engaged in the business of assembling and offering for sale and selling in commerce, under its own name and under the assumed name, Kree Electrolysis Apparatus Co., a shortwave machine for the removal of superfluous hair, called “Kree Radiomatic” and Garo Artinian, president and treasurer of Kree Institute of Electrolysis, Inc., entered into an agreement that in the dissemination of advertising of a machine for the removal of superfluous hair, designated “Kree Radiomatic” or any other machine of similar construction, they and each of them will cease and desist:

- (1) From use of the words “Kree Research Bureau” or any similar words or expressions so as to import or imply that the Kree enterprises, as part of their organization, employ a regular research staff engaged in the development or improvement of devices for removal of superfluous hair;
- (2) From representing directly or by implication that the Kree Radiomatic is the only device for hair removal equipped with a variable automatic timer, insulated needle holder, or handmade platinum-iridium needle, or that said device has any equipment or features not possessed by competitive machines when such is not the fact;

(3) From representing directly or by implication that the Kree Radiomatic is so equipped as to assure 100 percent accuracy or completely eliminate all risk of injury;

(4) From representing directly or by implication that the Kree Radiomatic is unconditionally guaranteed for the life of the purchaser, and from using the word "guarantee" or any word of similar import as descriptive of a limited or conditional guarantee, unless in direct connection therewith a clear disclosure is made of the limitations and conditions. (1-23887, Nov. 6, 1952.)

8392.<sup>8</sup> **Burial Vaults—Comparative Data and Patents.**—Con-O-Lite Corp., a New York corporation, with its principal place of business located in the city of Cortland, N. Y., engaged in the business of licensing manufacturers to use the Con-O-Lite forms and process in the manufacture of burial vaults which are shipped in commerce; the said corporation, having a financial interest in each sale by reason of a royalty agreement, cooperates and has cooperated with its said licensee manufacturers in the sale of "Con-O-Lite" and "Con-O-Crypt" vaults in commerce through advertisements relating thereto, entered into an agreement that in connection with soliciting the sale of and selling of burial vaults constructed under or in accordance with the Con-O-Lite process, it will cease and desist from:

(1) Representing that such products weigh little more than half the weight of concrete vaults, or otherwise misrepresenting the weight of such vaults;

(2) Representing, by such words as "fully patented," "composition patented \* \* \* May 21, 1935" or otherwise that there is a United States patent on the products at the present time;

(3) Representing, by the words "other patents pending" or otherwise that there are presently pending in the United States Patent Office applications for patents involving these products.

It is further stipulated and agreed that this stipulation is supplemental to a certain Stipulation No. 2169, signed for the corporation by W. E. Willett and accepted and approved by the Federal Trade Commission on March 1, 1938, which stipulation remains in full force and effect. (1-11138, Nov. 6, 1952.)

8393. **Toy Water Color Brushes—Japanese as Domestic.**—Applicator Brush Co., Inc., is a New York corporation, with its principal place of business located in the city of Brooklyn, N. Y., engaged in the business of offering for sale and selling in commerce, toy water color brushes. These brushes are composed principally of tufted ferrules imported from Japan, and handles domestically produced from plastic. These components are cemented, knurled, or otherwise permanently fastened together to form the complete brush.

<sup>8</sup> Supplemental. See stipulation 2169, 26 F. T. C. 1345.

Applicator Brush Co., Inc., entered into an agreement that in connection with the offering for sale, sale and distribution of water color or any other type brush composed in part of tufted ferrules made in Japan, or any country other than the United States, it will cease and desist from representing by the use of the words "Made in U. S. A.," "American," or otherwise, that said products are manufactured wholly in the United States, or are composed entirely of domestic materials. (1-23986, Nov. 6, 1952.)

**8394. Insecticide—Preventive Qualities and Government Approval.**—Albert H. Green, an individual trading as Insecticide Products Co., with his office and principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, an insect destroying preparation designated "‘K-9’ Amazing Dog Shampoo," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That the product will build up in dogs an immunity to fleas, lice, ticks, gnats, and mites;

(2) That the Department of Agriculture, or any other governmental agency, has approved the advertising claims made for the product. (1-22869, Nov. 6, 1952.)

**8395. Beverage Base—Composition.**—Virginia Dare Extract Co., Inc., a New York corporation, with its principal place of business in Brooklyn, N. Y., engaged in the business of manufacturing and selling a beverage base designated "Grape Vin-Vie" and "Grape No. 7" used by bottlers in making imitation grape beverages therefrom, entered into an agreement that in any advertisement disseminated or caused to be disseminated by it, for the beverage concentrates now designated Grape Vin-Vie and Grape No. 7, or any other preparation of substantially the same composition or possessing substantially the same properties, it will cease and desist from:

(1) Representing by drawings or depictions of grapes or of a bunch of grapes or in any other way that the said products, their color or flavor are derived chiefly from the natural juice or fruit of the grape;

(2) Using or authorizing the use by others of the names "Grape Vin-Vie" and "Grape No. 7" or any of such names or the word "Grape" or any other word or words of similar import to designate or describe the aforesaid products or any beverage made therefrom, without giving clear and adequate notice that the aforesaid products or any beverage made therefrom are imitation grape.

It is understood that the provisions of this stipulation are applicable only to the Beverage Concentrates now designated as Virginia Dare

Imitation Grape Vin-Vie and Virginia Dare Imitation Grape No. 7 and any other preparation of substantially the same composition or possessing substantially the same properties. (1-22719, Nov. 12, 1952.)

8396. **Instant Coffee—Composition.**—American Home Foods, Inc., a New Jersey corporation, with its principal office and place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated Instant G. Washington's Coffee which is composed of equal parts of soluble coffee and carbohydrates, entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product which fails to clearly and conspicuously disclose the exact proportions of soluble coffee and carbohydrates contained in the product. (1-24069, Nov. 12, 1952.)

8397. **Instant Coffee—Composition.**—The Nestle Co., Inc., a New York corporation, with its principal office and place of business located in White Plains, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated Nescafe which is composed of equal parts of soluble coffee and carbohydrates, entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product which fails to clearly and conspicuously disclose the exact proportions of soluble coffee and carbohydrates contained in the product. (1-24071, Nov. 12, 1952.)

8398. **Synthetic Jewelry Insets—Nature.**—Joseph L. Pinkus, an individual trading as Regal Gem Co., with his principal place of business located in Newark, N. J., engaged in the business of offering for sale and selling in commerce, cut and polished synthetic rutile jewelry insets designated "Diamothyst," entered into an agreement that in connection with the offering for sale, sale and distribution of cut and polished synthetic jewelry settings, or of products containing such settings, he will cease and desist from:

(1) Using the words "stone," or "gem" as descriptive of jewelry insets of synthetic rutile, unless it is clearly disclosed that such insets are not natural stones or natural gems;

(2) Representing that only an expert can distinguish jewelry insets of synthetic rutile from diamonds;

(3) Representing that each inset is perfectly cut;

(4) Representing by use of the statement "Legally we cannot refer to the Diamothyst as a diamond \* \* \*," or otherwise, that the properties or characteristics of synthetic rutile are the same as or substantially similar to those of diamonds. (1-24544, Nov. 18, 1952.)

8399. **Wave Set—Nature and Comparative Merits.**—Liquinet Corp., an Illinois corporation with its office and principal place of business located in Chicago, Ill., engaged in the business of offering for sale and

selling in commerce, a cosmetic preparation designated "Liquinet," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for "Liquinet" or for any other preparation of substantially the same composition or possessing substantially the same properties which represents directly or by implication:

(1) That Liquinet is not a hair lacquer nor a plastic;

(2) That, when used as a wave set, Liquinet is superior to other wave-setting lotions in reducing the drying time of hair, except those preparations having water as the solvent. (1-22351, Nov. 20, 1952.)

8400. **Dotted Swiss Fabrics—Foreign Source.**—United Merchants and Manufacturers, Inc., a Delaware corporation, with a place of business in New York, N. Y., trading under the name of Cohn-Hall-Marx Co., a division of United Merchants and Manufacturers, Inc., engaged in the business of offering for sale, selling and distributing in commerce certain cotton fabrics of the type commonly referred to as dotted swiss, for which it uses the name "Swissdown" as a brand name or designation, entered into an agreement that in connection with the offering for sale, sale and distribution of domestically manufactured fabrics designated "Swissdown," it will cease and desist from using such designation or any variation thereof employing the word "Swiss" without clearly disclosing that such fabrics are made in the United States. (1-24250, Nov. 20, 1952.)

8401. **Rodenticide—Effectiveness and Safety.**—Dr. Hess & Clark, Inc., an Ohio corporation, with its principal places of business located in Ashland, Ohio, engaged in the business of offering for sale and selling in commerce a rodenticide known as "Anturat" and another known as "Warfarat," entered into an agreement that, in connection with the offering for sale, sale and distribution of such rodenticides or any product of any name of the same or similar formulas, it will cease and desist from representing, directly or by implication in its advertising:

(1) That it is 100 percent efficient;

(2) That it is safe and will not be harmful to humans, pets or domestic animals. (1-21826, Dec. 2, 1952.)

8402. **Cold Wave Preparation—Protective Qualities and Safety.**—Norman Laboratories, Inc., a New York corporation, with its principal office and place of business located in New York, N. Y., and Norman Deser, corporate president, engaged in the business of offering for sale and selling in commerce, a product designated "Immunitite," entered into an agreement that they will cease and desist from disseminating or causing to be disseminated any advertisement for that product or any other product of substantially the same composition or possessing



substantially the same properties, which represents directly or by implication:

(a) That the product (1) makes cold waving foolproof (2) eliminates cold wave failures (3) prevents the hair from being over processed, or (4) prevents discoloration of the hair;

(b) That the product (1) has a softening effect upon the hair or (2) adds lustre to the hair;

(c) That the product (1) prevents damage to the hair or skin (2) helps avoid red spots on the scalp or neck or (3) enables an operator to avoid damage to the skin on the hands;

(d) That the product (1) restores the skin on the hands to normal or (2) enables an operator to dispense with the use of rubber gloves. (1-22286, Dec. 2, 1952.)

**8403. Health Device—Therapeutic Properties and Manufacturing Status.**—Robert Campbell Williams, an individual trading as Electro-Scope Co. and Electro-Scope, Inc., with his principal office and place of business located in Jacksonville, Fla., engaged in the business of offering for sale and selling in commerce, a device designated "Electro-Scope," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated, any advertisement for that device which represents directly or by implication:

(a) That the product builds, restores or preserves health or is of any aid in those respects;

(b) That the product destroys congestion in the body or is of any aid in that respect;

(c) That the product is a remedy, cure, or treatment for or of any aid in relieving (1) arthritis, (2) neuritis, (3) eyeritis, (4) rheumatism, (5) neuralgia, (6) sciatica, (7) lumbago, (8) nasal catarrh, (9) impaired eyesight, (10) intestinal catarrh, (11) kidney inflammation, (12) bladder inflammation, (13) prostate trouble, (14) ovary congestions, (15) female weakness, (16) varicose veins, (17) migraine headaches, (18) high blood pressure or (19) congested circulation or respiratory ailments or the conditions caused thereby;

(d) That the product (1) allows nature to operate in the normal manner (2) is effective in relieving pain or suffering due to congestion (3) relaxes the nerve centers or (4) stimulates circulation;

(e) That the product is a remedy, cure or treatment for or of any aid in relieving (1) asthma, (2) diseases of the sinus, eyes, mastoid, ears or tear ducts, (3) hearing disorders, (4) colds, (5) head or chest congestion, (6) bronchitis, (7) pleurisy, (8) spinal arthritis, (9) high blood pressure, (10) constipation, (11) kidney disease, (12) diabetes, (13) prostate enlargement, (14) swollen joints, (15) palsy, (16) Parkinson's disease, (17) stroke, (18) paralysis, (19) poor circulation,

(20) bleeding piles, (21) back pains, (22) blindness or (23) crippling diseases;

(f) That the business is that of a corporation;

(g) That he manufactures the product. (1-23578, Dec. 2, 1952.)

8404. **Paint Products—Fire Resistant Properties.**—Plicote, Inc., a Pennsylvania corporation, with its principal place of business located in Pittsburgh, Pa., advertiser-vendor, engaged in the business of offering for sale and selling in commerce, paint products and supplies, including a paint designated as “Plicote Fire Stop,” entered into an agreement in connection with the offering for sale, sale or distribution of its paint product designated as “Plicote Fire Stop” or any other product of substantially the same composition or possessing substantially the same properties, that it will cease and desist from:

(1) Advertising said paint product under the name “Plicote Fire Stop” by means of pictures, or otherwise, in any manner implying that said product is more than a fire resistant paint or a fire retardant on surface areas, reducing the ease of ignition; *Provided:* This is not to preclude the designation of the product as “Plicote Fire Stop,” when it is clearly disclosed that it is a fire resistant paint or a fire retardant;

(2) Advertising or representing in any manner that said product affords complete fire protection or fire safety;

(3) Advertising or representing that it will stop every small fire. (1-22182, Dec. 4, 1952.)

8405. **Birth-Spacing Calendar Calculator—Effectiveness and Tests.**—Abraham Green and Mildred Green, copartners trading as The Forecaster Co., with their place of business in New York, N. Y., engaged in the business of offering for sale, selling and distributing in commerce, a calendar-slide device, designated the “Forecaster,” intended for use in calculating women’s sterile and fertile periods, entered into an agreement that in connection with the offering for sale, sale and distribution of that device that they and each of them will cease and desist from:

(a) Representing directly or by implication that the said device provides an unfailing system of birth spacing, or that it enables a woman to ascertain her fertile and sterile days with certainty;

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

(c) Using in their advertising fragments or portions of report of tests or studies which do not correctly represent the results reported. (1-23462, Dec. 2, 1952.)

8406. **Synthetic Jewelry Insets—Nature.**—Louis Harvey and Louis Silver, copartners trading as Kimberlite Gem Co., with their principal

place of business located in Red Bank, N. J., engaged in the business of offering for sale and selling in commerce, of cut and polished synthetic rutile jewelry insets designated "Kimberlite Gems," entered into an agreement that in connection with the offering for sale, sale and distribution of cut and polished synthetic rutile jewelry settings, or of products containing such settings, they and each of them, will cease and desist from:

(1) Using the words "stone" or "gem" as descriptive of jewelry insets of synthetic rutile unless it is clearly disclosed that such insets are not natural stones or natural gems;

(2) Using the words "precious gem," or "rare jewels," or other words of similar import or meaning as descriptive of jewelry insets of synthetic rutile. (1-24261, Dec. 2, 1952.)

**8407. Evaporated Skimmed Milk—Comparative Merits.**—The Defiance Milk Products Co., an Ohio corporation, with its principal place of business located in Defiance, Ohio, and The Nashville Milk Co., an Illinois corporation, with its principal place of business also located in Defiance, Ohio, engaged in the business of offering for sale and selling evaporated skimmed milk designated "Kim Evaporated Skimmed Milk," entered into an agreement that in connection the dissemination of advertising the sale of evaporated skimmed milk now designated "Kim Evaporated Skimmed Milk," or any other product of substantially the same composition or possessing substantially the same properties, that they will cease and desist from disseminating any advertisement which represents directly or by implication:

(1) That said product is as healthful or nutritious as whole milk or cream;

(2) That said product is more healthful or nutritious than any other canned milk;

(3) That said product supplies the nutritional elements of whole milk or cream in quantities equal to or greater than those contained in whole milk, cream or canned milk from which the butterfat has not been removed. (1-24467, Dec. 9, 1952.)

**8408. Diamond Rings—Certification and Size.**—Helzberg's Diamond Shops, Inc., a Missouri corporation, with its principal place of business located in Kansas City, Mo., engaged in the business of offering for sale and selling in commerce, diamond rings, entered into an agreement that in connection with the offering for sale, sale and distribution of diamond rings, it will cease and desist from:

(1) The use of advertisements or advertising matter of whatever kind or description which features or in any way makes use of the word "certified" or any other word or words of similar import or meaning to designate or as descriptive of diamonds except under the following condition:

(a) The identity of the certifier be clearly disclosed in direct connection therewith;

(2) Using any illustration enlarging the size of jewelry insets without clearly and conspicuously stating in immediate connection therewith either the number of times the illustrated insets are greater than the actual size, or that they are enlarged to show detail;

(3) Representing, by depiction or otherwise, that rings having a certified perfect center stone and side stones which are not so certified are "Certified Perfect" without clearly disclosing in connection therewith that only the center stone is certified. (1-23614, Dec. 11, 1952.)

8409. **Automobile Polish—Durability, Protective Qualities, Composition, etc.**—Glitter Products, Inc., a Michigan corporation, with its place of business located at Detroit, Mich., engaged in the business of offering for sale and selling in commerce, an automobile polish designated "Glitter Super Glaze," entered into an agreement that in connection with the offering for sale, sale and distribution of that product or of any other similar product, it will cease and desist from representing, directly or by implication, in its advertising:

(1) That the application of such product to an automobile produces a hard, lasting, glasslike finish or a finish which will last twice as long as finishes produced with the use of other polishes or longer than is in fact true;

(2) That use of the product will restore the original color of an automobile;

(3) That such product will protect or save the finish of any automobile from fading in sunlight or from grit or dirt;

(4) That such product contains no oil or grease;

(5) That such product is not a polish. (1-22990, Dec. 11, 1952.)

8410. **Kitchen Knives—Manufacture and Durability.**—Robeson Cutlery Co., a New York corporation, with its principal place of business located at Perry, N. Y., engaged in the business of offering for sale, selling and distributing in commerce, of cutlery or kitchen knives, designated "Robeson 'Frozen Heat' Shur-Edge Knives," entered into an agreement that in connection with the offering for sale, sale and distribution of cutlery or kitchen knives designated "Robeson 'Frozen Heat' Shur-Edge Knives," it will cease and desist from representing:

(1) that the process used in manufacturing said Robeson cutlery is a new or a revolutionary process or that such process outmodes conventional methods of cutlery manufacture;

(2) that Robeson knives will stay sharp for 3 years or for any other period of time not in accordance with the facts;

(3) that such knives will stay razor-sharp. (1-23422, Dec. 11, 1952.)

8411. **Bedboards—Therapeutic Properties.**—Mae Harris, an individual trading as Health Items Co., with her place of business located in Cleveland, Ohio, engaged in offering for sale and selling in commerce, bedboards, entered into an agreement that she will cease and desist from disseminating or causing to be disseminated any advertisement for that product which represents directly or by implication:

(a) That the bedboards will (1) help produce proper, natural, relaxed or better sleep, except where the inability to obtain such sleep is due to a soft mattress or sagging springs, or a combination of mattress and springs which does not provide a flat bed, or (2) help rest the mind or make one invigorated, except to the extent that such bedboards may help produce better sleep.

(b) That the bedboards are of any benefit for nervous strain, lumbago, sacroiliac strain or lower back pain except where such conditions are aggravated by soft mattresses or sagging springs or by a combination of mattress and springs which does not produce a flat bed;

(c) That the bedboards will help keep bone structure in a normal or natural position, except during sleep by the elimination of a sagging condition caused by soft mattresses or sagging springs or a combination of mattress and springs which does not produce a flat bed. (1-23834, Dec. 11, 1952.)

8412. **Address-Memo Books—Business and Manufacture.**—Julius Glaser and Stanley Glaser, individuals trading as Postal Promotion Service, with their place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, Address-Memo books, entered into an agreement that in connection with the offering for sale, sale and distribution of that product, or of any other similar product, they will cease and desist from representing, directly or by implication in their advertising:

(1) that the business which they conduct is the "original source of supply" for said books;

(2) that the hot die-stamp wording or lettering appearing on the cover of said books constitutes "engraving" or that such words or letters are "engraved." (1-24521, Dec. 16, 1952.)

8413. **Mechanical Pencils—Japanese Source.**—Harry Kaplan an individual trading as the H. K. Manufacturing Co., with his principal place of business located in New York, N. Y., engaged in the business of assembling and offering for sale, selling and distributing in commerce, mechanical pencils, entered into an agreement that in connection with the offering for sale, sale and distribution of that product, he will cease and desist from:

(1) Stamping with the letters "U. S. A." or otherwise representing as made in the United States, pencils having mechanisms made in Japan or any country other than the United States;

(2) Failing to disclose clearly and conspicuously on pencils containing imported mechanisms, or in immediate connection therewith, the country of origin of such imported parts. (1-24473, Dec. 16, 1952.)

8414. **Livestock Feed Supplements—Nutritive and Therapeutic Properties.**—Alva Baber, an individual trading as Baber's Vis-Vita Sales, Inc., and formerly as Baber's Feed Sales, with his principal place of business located in Sioux City, Iowa, engaged in the business of offering for sale and selling in commerce, feed supplements for farm animals designated "Hog, Calf and Poultry Vis-Vita" and "Cattle and Sheep Vis-Vita," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for those products or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

- (1) That Vis-Vita:
  - (a) restores nutrients to oats and corn which have been destroyed when the grain becomes musty;
  - (b) contains a digestant or promotes the digestion of a cow;
  - (c) will enable a cow to handle everything it eats;
  - (d) is a preventive or cure for scours;
  - (e) is a treatment or a preventive for colds in calves;
  - (f) builds resistance against diseases;
  - (g) helps to maintain animals in good flesh, obtains maximum production, decreases the cost of production, reduces waste and increases market value without disclosing that the product must be fed during the rapid growth period;
  - (h) will increase the value of animal fertilizer or the value of the soil to which this fertilizer is applied;
  - (i) will produce better health in animals without limiting the claims to those instances where the animal is suffering from a deficiency of a vitamin supplied by the product;
- (2) That health benefits which may be derived through the feeding of Vis-Vita to animals, will be passed along to humans who eat the flesh of such animals;
- (3) That overfarmed soil produces vitamin deficient grain which vitamin deficiency may be overcome by the use of Vis-Vita. (1-24480, Dec. 16, 1952.)

8415. **Denture Cushions—Auxiliary and Improving Qualities.**—Robert Finney and Warren E. Faxon, copartners trading as Midland Pharmaceutical Co., with their place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, denture cushions designated "Snug Denture Cushions," entered into an agreement that in connection with the dissemination of advertising

that product they will cease and desist from disseminating any advertisement which represents directly or by implication:

(1) That use of said product will accomplish permanent results in the refitting or tightening of denture plates or assure the user of permanent comfort;

(2) That use of said product will ease or prevent sore or irritated gums except when due to friction of loose fitting dentures;

(3) That use of the product will remove the danger of infection from sore, irritated gums;

(4) That "denture breath" will be removed or eliminated by use of the product;

(5) That, through the use of the product, food particles are prevented from lodging beneath the denture plate causing irritation and denture breath. (1-24564, Dec. 16, 1952.)

**8416. Shoes—Orthopedic and Health Qualities; Fitters as Experts.**—Sam Smith Shoe Corp., a New Hampshire corporation, with its principal office and place of business located in Newmarket, N. H., engaged in the business of offering for sale and selling in commerce, shoes designated "Little Yankee Shoes," "Little Yankee Normalizers" and "Little Yankee Toddlers," entered into an agreement that in connection with the offering for sale, sale and distribution of the shoes, it will cease and desist from representing directly or by implication:

(a) That the shoes (1) keep or help keep the feet strong, healthy or normal, (2) assure foot health, (3) guard or safeguard foot health, (4) protect, promote or save foot health, (5) contain health features or (6) are affirmatively conducive to the health of the feet;

(b) That the shoes (1) prevent or help prevent foot troubles, (2) prevent weak ankles or weak arches, (3) insure or promote straight or sturdy growth of the feet, (4) help keep the feet straight or strong, (5) give proper posture control or promote or effect good posture or (6) provide correct balance;

(c) That the Little Yankee Normal-Izers Shoe (1) is a corrective shoe or provides orthopedic correction, (2) restores proper position of heel bones, (3) improves posture or promotes normal posture, (4) corrects or prevents inturned ankles, flat feet, weak arches, poor posture or defects, deformities or abnormalities of the feet;

(d) That the Little Yankee Toddlers Shoe prevents the development of weak feet or promotes normal foot growth;

(e) That fitters of the shoes are qualified as experts to diagnose foot conditions or to prescribe corrective or preventive measures for defects of weight placement, gait or posture or corrective or preventive measures for defects, deformities or abnormalities of the feet. (1-23476, Dec. 18, 1952.)

8417. **Synthetic Jewelry Sets—Nature, Relevant Facts, History, Manufacture, Financial Reliability.**—Stanley M. Sperber, an individual trading as Hudson Gem Co., with his principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, cut and polished synthetic rutile jewelry insets entered into an agreement that in connection with the offering for sale, sale and distribution of cut and polished synthetic jewelry settings, he will cease and desist from:

(1) Using the words “stone,” “gem” or “gemstone” as descriptive of jewelry insets of synthetic rutile, unless it is clearly disclosed that such insets are not natural stones, gems or gemstones;

(2) Representing that only an experienced jeweler can distinguish jewelry insets of synthetic rutile from diamonds;

(3) Representing that synthetic rutile is the result of research on a military project;

(4) Representing by use of the statements “the secret of the diamond is now known,” “by law we cannot refer to our product as ‘Diamonds,’” or otherwise, that the properties or characteristics of synthetic rutile are the same as or substantially similar to those of diamonds;

(5) Representing that each inset is perfectly cut;

(6) Giving as a reference any bank which is not acquainted with the company’s business or financial reliability. (1-24216, Dec. 18, 1952.)

8418. **Shoes—Orthopedic and Health Qualities.**—Superior Shoe Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, shoes designated “Bauer’s Shoes,” entered into an agreement that in connection with the offering for sale, sale and distribution of the shoes, it will cease and desist from representing directly or by implication:

(a) That Bauer’s Shoes (1) possess orthopedic features or (2) keep the feet healthy or normal;

(b) That Bauer’s Shoes effect or aid in effecting (1) proper or better foot balance (2) good posture or (3) proper foot growth;

(c) That Bauer’s Shoes (1) have a massaging or exercising effect or (2) strengthen weak feet;

(d) That (1) Bauer’s Shoes provide a natural counterpart for the heel, arch or instep (2) the insole of Bauer’s Shoes conforms to the longitudinal arch or (3) that Bauer’s Shoes or any part thereof conform to the contour of the foot;

(e) That Bauer’s Shoes (1) correct pronation or (2) have a weight distributing effect;



(f) That C. A. Haines Shoes (1) are health shoes or (2) aid the feet to develop normally. (1-23716, Dec. 30, 1952.)

8419. Toilet Preparations—Cosmetic and Therapeutic Qualities.—Juel Co., an Illinois corporation, with its principal office and place of business located in Chicago, Ill.; Samuel D. Cates and Juel Cates, officers thereof, engaged in the business of offering for sale and selling in commerce, products designated “ZAM” (108), “Cream Deodorant 1 and 1” (25), “Smooth Oil Shampoo” (No. 6L), “Peroxide Vanishing Cream” (110), “Magic Rolling Massage Cream” (111), “Juelene Pomade and Liquid” (13) (13L), “Sulphurized Beauty Cream” (115), “Complexion Beauty Cake” (96), “Complexion Bleach Soap” (2), “Hope’s Liquid Bleach” (7L), “Scalp Preparation” (5), “Juel Hot Oil Treatment” (3) and “Charmer Perfume,” entered into an agreement that each of them will cease and desist from disseminating or causing to be disseminated, any advertisement for the aforesaid products, or any other products of substantially the same compositions or possessing substantially the same properties, which represents directly or by implication:

(a) That ZAM is (1) of value in correcting freckles, pimples, acne or red patches or any other skin condition (2) of value in cases of oily skin except to remove the oiliness therefrom or (3) of value in cases of blackheads except to facilitate their removal by softening them;

(b) That Cream Deodorant 1 and 1 (1) stops underarm odor or perspiration or keeps underarms dry except when used daily or (2) is safe, provided, however, that this is not to be construed as an agreement not to represent that the product is safe for all skins except abnormally susceptible skins;

(c) That Smooth Oil Shampoo is of value in cases of (1) dry hair or (2) brittle, dull, drab or faded conditions of the hair;

(d) That Peroxide Vanishing Cream has (1) an exfoliating action or (2) any effect in lightening or bleaching the skin;

(e) That Magic Rolling Massage Cream (1) has a cleansing effect on the pores (2) helps remove blackheads (3) retards an oily or greasy skin (4) brightens sallow or dark skin (5) improves the appearance of a blotchy skin or (6) has an effect on the complexion except to aid in the improvement thereof by helping to remove superficial dirt;

(f) That Juelene Pomade or Juelene Liquid (1) has any effect in increasing the length of the hair or in stimulating hair growth (2) has any effect on the cause of dry hair or brittle hair or in preventing brittle hair ends from breaking off (3) has any effect in promoting healthy hair or preventing loss of hair or (4) has any effect on dry hair or dry scalp except to lubricate it;

(g) That Sulphurized Beauty Cream is of aid in clearing the skin of blackheads, skin eruptions, adolescent skin irritations or blemishes;

(h) That Complexion Beauty Cake has any effect in preventing wrinkles, changing skin texture or in toning the skin;

(i) That Complexion Bleach Soap has any effect in (1) bleaching or whitening the skin (2) causing exfoliation of the skin or (3) affording a finer or brighter complexion;

(j) That Hope's Liquid Bleach has any effect (1) in lightening or bleaching the skin (2) in causing exfoliation of the skin or (3) in bringing out a hidden, lovely or natural complexion;

(k) That Scalp Preparation 5 has any beneficial effect in cases of (1) itch, scabs or sores or (2) scales except to relieve scales due to dandruff;

(l) That Juel Hot Oil Treatment has any effect in increasing hair length or hair growth or in retarding dry hair, brittle hair or breaking-off of hair;

(m) That Charmer Perfume or any other article is free when in truth and in fact it is not a gift or gratuity or is not given to the recipient thereof without requiring the purchase of other merchandise or requiring the performance of some service inuring, directly or indirectly, to the benefit of Juel Co., Samuel D. Cates or Juel Cates. (1-22980, Dec. 18, 1952.)

8420. **Livestock Bacterins—Therapeutic Qualities.**—Fidelity Laboratories, Inc., an Illinois corporation, with its principal place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, various mixed bacterins for use on livestock and poultry, entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for the various bacterins herein mentioned or any other preparations of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) Through the use of the word "control," or otherwise, that

(a) *Corynebacterium Pasteurella* Bacterin will beneficially influence the cause of the condition known as *Pasteurella* (Hemorrhagic Septicemia) organism;

(b) *Pasteurella Salmonella Cholerasuis* Bacterin will beneficially influence the cause of the condition known as Hemorrhagic Septicemia and Enteritis;

(c) *Salmonella Cholerasuis* Bacterin will beneficially influence the cause of the condition known as Enteritis. (1-19722, Jan. 6, 1953.)

8421. **Photographs and Frames—Free Goods.**—Vincent Polvinale, an individual trading as Petrie Studio, with his office and principal place of business located in Washington, D. C., engaged in the business of offering for sale and selling in commerce, photographs and photo-

graphic frames, entered into an agreement that in connection with the offering for sale, sale and distribution of photographs and photographic frames, he will cease and desist from:

The use of the word "free," or words of similar import, to designate or describe photographic frames or other merchandise, which is not in truth and in fact a gift or gratuity or is not given to the recipient thereof without requiring the purchase of other merchandise or the performance of some service inuring directly or indirectly to the benefit of the said Vincent Polvinale trading as Petrie Studio. (1-21743, Jan. 13, 1953.)

**8422. Mothproofing Preparation—Effectiveness.—Zonite Products Corp.,** a Delaware corporation, with its office at New York, N. Y., and its factory located in New Brunswick, N. J., engaged in the business of offering for sale and selling in commerce, a mothproofing composition designated "Larvex," 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, which represents directly or by implication:

(1) That moths will never eat any of the fibers of garments and cloths treated with Larvex;

(2) That Larvex gives a sure and positive protection against any degree of damage caused by moths. (1-23053, Jan. 13, 1953.)

**8423. Denture Adhesive—Free Goods.—J. L. Younghusband and Howard Younghusband,** copartners trading as Consolidated Cosmetics and as Dr. Heath's with their place of business located in Chicago, Ill., engaged in the business of offering for sale and selling in commerce, preparations intended for use in connection with artificial teeth designated as "Dr. Heath's Double Action Denture Adhesive" and as "Dr. Heath's New Denture Fix-It," entered into an agreement that they and each of them will cease and desist in advertisements in newspapers and other publications or by radio, in connection with the sale of Dr. Heath's Double Action Denture Adhesive and Dr. Heath's New Denture Fix-It from:

The use of the word "free," or words of similar import, to designate or describe Dr. Heath's Double Action Denture Adhesive and Dr. Heath's New Denture Fix-It or any other merchandise, which is not in truth and in fact a gift or gratuity or is not given to the recipient thereof without requiring the purchase of other merchandise or the performance of some service inuring directly or indirectly to the benefit of the said J. L. Younghusband and Howard Younghusband, copartners trading as Consolidated Cosmetics and as Dr. Heath's. (1-24091, Jan. 13, 1953.)

8424. **Skin Preparation—Therapeutic Qualities, Effectiveness, Unique Nature, etc.; Laboratory Status.**—Sol Silfan, an individual trading as New York Skin Laboratory, with his principal place of business located in Brooklyn, N. Y., engaged in the business of offering for sale and selling in commerce, a preparation designated "Viderm," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represent directly or by implication:

(1) That the product is a remedy or cure for blotchy skin conditions or that it has any value in the treatment of such conditions other than providing a temporary covering;

(2) That the product is a remedy or cure for skin eruptions or that it has any value in the treatment of such conditions other than affording temporary relief;

(3) That the product is a remedy or cure for, or has any value in the treatment of, the causes of skin eruptions;

(4) That the product rids the skin of pimples, blackheads or skin blemishes or that it is faster acting in the treatment of acne, pimples or blackheads than other preparations;

(5) That the product is effective where all other preparations or treatments have failed;

(6) That the product is different from all other preparations;

(7) That the product promotes faster or better healing than any other medication;

(8) By the use of the word "laboratory" in the trade name, or by any other means, that a laboratory is owned, operated or controlled where technical personnel and equipment are available or in use in connection with the formulation or the control of the formulation of the product;

(9) That a patent was granted because of the value of the discovery of the product's formulation. (1-22102, Jan. 15, 1953.)

8425. **Hair Coloring Preparation—Nature.**—The Nestle-LeMur Co., an Ohio corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a hair-coloring preparation designated "Nestle Color-tint," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that preparation which represents directly or by implication:

That said product is not a dye. (1-23822, Jan. 15, 1953.)

8426. **"Sobering-Up Preparation"—Unique Nature and Effectiveness; Agents Earnings.**—Charles E. Jensby an individual trading as The Amlo Co., with his place of business located in Chicago, Ill., engaged

in the business of offering for sale and selling in commerce, a medicinal preparation intended to relieve the effects of overindulgence in alcohol, which preparation is designated "Sobertabs," entered into an agreement that in the dissemination of advertising that preparation or any other preparation of substantially the same properties, he will cease and desist from representing directly or by implication:

(1) That the said preparation is unlike any other preparation on the market;

(2) By use of phrases such as "Salesmen, Distributors, and Wagon Jobbers will clean up—*on this item alone*—to the tune of \$30, \$40 and even \$50 or more a day," or in any other manner, that the amount of money which may be realized through the sale of Sobertabs is any greater than that which has been established as a matter of fact;

(3) By use of phrases such as "Regain sobriety in a matter of minutes, \* \* \* clears the head quickly, restores mental alertness, relieves 'morning after' nausea like magic \* \* \*," or in any other manner, that by use of the said preparation a person will gain sobriety with a degree of ease or speed which is not in accordance with the facts. (1-24463, Jan. 15, 1953.)

8427. **Tobacco Habit Cure—Effectiveness and Success.**—Irving D. Hirsch an individual doing business as No-To-Bac Co., with his place of business in Hewlett, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated "No-To-Bac" intended to assist in overcoming the tobacco habit, entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which:

(1) Exaggerates the benefits that may be derived from the use of the said product;

(2) Implies positive therapeutic action not warranted by the effects that may reasonably be expected;

(3) Uses the phrase "world famous," or any other phrase which attaches any degree of importance to the product that is not in accordance with the facts. (1-24485, Jan. 15, 1953.)

8428. **Birth Spacing Calculator—Effectiveness and Tests.**—The Predictor Corp., a Connecticut corporation, with its place of business in Norwalk, Conn., engaged in the business of offering for sale, selling and distributing in commerce, a calendar-slide device, designated the "Predictor," intended for use in calculating women's sterile and fertile periods, entered into an agreement that in connection with the offering for sale, sale and distribution of this device it will cease and desist from:

(a) Representing directly or by implication that the said device provides an unfailing system of birth spacing, or that it enables a woman to ascertain her fertile and sterile days with certainty;

(b) Using in advertising fragments or portions of reports of tests or studies which do not correctly represent the results reported. (1-24229, Jan. 15, 1953.)

**8429. Fountain Pens and Mechanical Pencils—Composition and Manufacture.**—Stratford Pen Corp., a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of manufacturing or assembling, offering for sale and selling and distributing in commerce, fountain pens and mechanical pencils under the brand names "Stratford," "Warwick," "Peter Pan," and "Regency," entered into an agreement that in connection with the offering for sale, sale and distribution of fountain pens and mechanical pencils it will cease and desist from:

(1) Representing, through the use of the term "14 Kt. Gold Plated" or any other term or mark, that fountain pen points and other parts and pencil parts so described or marked are coated or covered with an alloy of substantial thickness and not less than  $\frac{1}{24}$ ths by weight of gold, when such is not the fact; or representing in any manner that the quantity or quality of the gold coating or covering on any fountain pen parts or pencil parts is other than that which is in accordance with the facts;

(2) Using the word "Iridium" or the words "Iridium Tipped" or any simulation thereof, either alone or in conjunction with other words, to designate, describe or refer to fountain pen points which are not in fact tipped with the element iridium. (1-15902, Jan. 27, 1953.)

**8430. Synthetic Jewelry Insets—Nature.**—International Gem Corp., a New York corporation, with its principal place of business located in New York, N. Y., and William V. Weber and Arnold B. Pritcher officers thereof, engaged in the business of offering for sale and selling in commerce, cut and polished synthetic rutile jewelry insets designated "Johannes Gems," entered into an agreement that in connection with the offering for sale, sale and distribution of cut and polished synthetic rutile jewelry settings, or of products containing such settings, they will cease and desist from:

(1) Representing that the product sold by them (a) is being or has been displayed in the New York Museum of Natural History; (b) is the result of atomic research or development; (c) has been acclaimed by experts and magazines when such is not the fact;

(2) Representing that jewelry insets of synthetic rutile are exact duplicates of natural stones;

(3) Using the words "stone," or "gem" as descriptive of jewelry insets of synthetic rutile unless it is clearly disclosed that such insets are not natural stones or natural gems;

(4) Using the words "precious stone," "precious jewel" or words of similar import or meaning as descriptive of jewelry insets of synthetic rutile. (1-24239, Jan. 27, 1953.)

**8431. Fountain Pen Points—Composition and Manufacture.**—Radiant Pen Corp., is a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of manufacturing, selling and distributing in commerce, fountain pen points. It sells and has sold its pen points to manufacturers and assemblers of fountain pens who incorporate said pen points into fountain pens sold to the consuming public.

Radiant Pen Corp., entered into an agreement that in connection with the offering for sale, sale and distribution of fountain pen points it will cease and desist from:

(1) Representing, through the use on fountain pen points of the term "14 Kt. Gold Plated" or any other term or mark, that such points are coated or covered with an alloy of substantial thickness and not less than  $1\frac{1}{2}$ ths by weight of gold, when such is not the fact; or representing in any manner that the quantity or quality of the gold coating or covering on any fountain pen points is other than that which is in accordance with the facts;

(2) Using the word "Iridium" or the words "Iridium Tipped" or any simulation thereof, either alone or in conjunction with other words, to designate, describe or refer to fountain pen points which are not in fact tipped with the element iridium. (1-18386, Jan. 27, 1953.)

**8432. Fountain Pens—Composition and Manufacture.**—New Diamond Point Pen Co., Inc., a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of offering for sale, selling and distributing in commerce, fountain pens under the brand name "Diamond Point," entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Using the words "Diamond Point" or the word "Diamond" in conjunction with the word "Point" as a designation for its pens, and from otherwise representing directly or by implication that the pen points of its pens have a diamond tip; it being understood, however, that this agreement contemplates no change in corporate name, provided such name, New Diamond Point Pen Co., Inc., is not employed in advertising or labeling or other matter coming to the attention of the consuming public.

(2) Using the word "Iridium" or the words "Iridium Tipped," or any simulation thereof, either alone or in conjunction with other

words, to designate, describe or refer to any fountain pen points which are not in fact tipped with the element iridium. (1-17839, Feb. 3, 1953.)

8433. **Vitamin-Mineral Preparation—Composition, Therapeutic Properties and Relevant Facts.**—Townsend National Weekly, Inc., an Illinois corporation, with its principal place of business in Cleveland, Ohio, engaged in the business of offering for sale and selling in commerce, a preparation designated “Dr. Townsend’s Own Formula, Vitamins and Minerals,” entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for the preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That the product contains a significant amount of vitamin B-12;

(2) That the product supplies the minimum daily requirements of all vitamins and minerals which it contains;

(3) That the product is a health formula, or otherwise representing that its use brings about a state of health or insures a long, healthy life;

(4) That there is a deficiency in vitamins and minerals in the diets of any definitely stated percentage of the population requiring the supplemental vitamins and minerals supplied by the product;

(5) That the product builds up resistance to cold, damp weather or disease conditions resulting from coldness and dampness;

(6) That the product is of benefit in the correction or treatment of conditions such as a tendency to tire easily or nervous irritability except to the extent that it may contribute to the prevention or correction thereof where such conditions are due to deficiencies of vitamins and minerals supplied in adequate quantity by the product. (1-24500, Feb. 5, 1953.)

8434. **Rebuilt Automobile Springs—Old as New.**—Acme Spring Products Co., a Michigan corporation, with its place of business in Detroit, Mich., and Arthur Faber and Marvin Faber officers thereof, engaged in the business of offering for sale and selling in commerce, rebuilt or reprocessed automobile springs, entered into an agreement that in connection with the distribution of such reprocessed or used automobile springs they will cease and desist from:

(1) Offering for sale, selling or delivering to others for sale to the public, any automobile spring which is composed in whole or in part of previously used parts unless a disclosure that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts, is permanently stamped or fixed on each such automobile spring in a clear and conspicuous manner and in such



location as to be clearly legible to the purchaser thereof, and unless there is plainly printed or marked on the box, carton, wrapper or other container in which said automobile spring is sold or offered for sale, a notice that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts.

(2) Representing, by failure to reveal or otherwise, that an automobile spring composed in whole or in part of previously used parts is composed entirely of new and previously unused parts. (1-24614, Feb. 10, 1953.)

8435. **Skin Preparations—Therapeutic Properties.**—Casper Garber, an individual trading as Scope Products Co., with his principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, cosmetic preparations designated "Scope Skin Cleanser" and "Scope Medicated Skin Formula," entered into an agreement he will cease and desist from disseminating or causing to be disseminated any advertisement for those preparations or any other preparations of substantially the same compositions or possessing substantially the same properties, which represents directly or by implication:

(a) That said preparations, used together or alone will prevent or remove all externally caused blemishes;

(b) Through the use of the words "and other externally caused blemishes," or other words or phrases of similar import or meaning, in connection with the word "pimples" that such condition, which may be of a systemic or internal origin, is solely of external origin;

(c) Through the use of the words "and other externally caused blemishes," or other words or phrases of similar import or meaning, in connection with the words "acne" and "blackheads," that such conditions are of external origin. (1-24553, Feb. 10, 1953.)

8436. **Rebuilt Automobile Springs—Old as New.**—Willie Harris, an individual trading as Harris & Johnson Auto Spring Co., Detroit, Mich., engaged in the business of offering for sale and selling in commerce, rebuilt or reprocessed automobile springs, entered into an agreement that in connection with the distribution of such reprocessed or used automobile springs he will cease and desist from:

(1) Offering for sale, selling or delivering to others for sale to the public, any automobile spring which is composed in whole or in part of previously used parts unless a disclosure that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts, is permanently stamped or fixed on each such automobile spring in a clear and conspicuous manner and in such location as to be clearly legible to the purchaser thereof, and unless there is plainly printed or marked on the box, carton, wrapper or other container in which said automobile spring is sold or offered for sale, a notice

that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts.

(2) Representing, by failure to reveal or otherwise, that an automobile spring composed in whole or in part of previously used parts is composed entirely of new and previously unused parts. (1-24613, Feb. 26, 1953.)

**8437. Sport Jackets—Wool Content and Manufacturer.**—White Valley Corp., a New York corporation, with its principal place of business in New York, N. Y., with a manufacturing plant located in Amsterdam, N. Y., and Al Nevans and Eugene Sussman, officers thereof, have been up until March 1952, engaged in the offering for sale, sale and distribution in commerce, of men's and boys' sport jackets.

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

In connection with and in the course of the sale, distribution and transportation in commerce, the aforesaid corporation and individuals, in the year 1951, attached or caused to be attached to a number of said men's and boys' sport jackets which contained quilted interlinings composed of 80 percent reused wool and 20 percent other fibers, tags representing such linings to be "All Wool Quilting," in violation of the provisions of the Wool Products Labeling Act of 1939. The jackets were also misbranded in that no fiber content disclosure was made of the fabric in the outer shell of the garment, and in that no fiber content disclosure was made of the pile collars of such jackets as required by the Rules and Regulations promulgated under the provisions of said Wool Products Labeling Act of 1939.

White Valley Corp. and Al Nevans and Eugene Sussman, individually and as officers of said corporation, entered into an agreement that in connection with the offering for sale, sale, transportation, delivery for transportation or distribution in commerce of coats or any other wool products within the meaning of the Wool Products Labeling Act of 1939, they and each of them will cease and desist from misbranding such products by:

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

(2) Failing to securely affix or to place on such products a stamp, tag, or other means of identification showing in a clear and conspicuous manner:

(a) the percentage of the total fiber weight of such wool products exclusive of ornamentation not exceeding 5 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 5 per centum or more, and (5) the aggregate of all other fibers;

(b) the maximum percentage of the total weight of such wool products of any nonfibrous loading, filling or adulterating matter;

(c) the name or the registered identification number of the manufacturer of such wool products or of one or more persons engaged in introducing such wool products in 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. (1-24550, Feb. 26, 1953.)

8438. **Vitamin Preparation—Reducing and Nutritive Qualities, Unique Nature, etc.**—Tulley J. Pomerance, an individual trading as Tee Jay Pharmacal Co., with his principal place of business located in Detroit, Mich., engaged in the business of offering for sale and selling in commerce, a preparation designated "B-Thin," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated, any advertisement for that preparation which represents directly or by implication:

(1) That the product possesses weight reducing properties;

(2) That by using the product or by following the B-Thin plan or method no dieting is necessary;

(3) That the product will prevent the development of a tired, weak or run-down feeling except when such conditions result solely from vitamin or mineral deficiencies;

(4) That the product increases the energy or supplies all the nutritional elements needed by the body;

(5) That the product is a condensed food;

(6) That specific or predetermined weight reduction will be achieved within a prescribed period of time through the use of the B-Thin plan or method;

(7) That the B-Thin menu plan enables persons to eat the foods they enjoy or those foods usually considered as fattening;

(8) That the B-Thin weight reducing plan is basically different from or superior to other weight reducing plans requiring a low caloric diet with a dietary supplement. (1-24527, Mar. 3, 1953.)

8439. **Metal Polish—Operation and Comparative Merits.**—Beam Products, Inc., a New Jersey corporation, with its place of business in Long Island City, N. Y., engaged in the business of offering for sale and selling in commerce, a metal cleaner and polish designated "Beam Silver Polish 'N Plate," entered into an agreement that in connection with the offering for sale, sale and distribution of its product, or any

other product of the same or substantially the same composition, it will cease and desist:

1. From representing that the said product "replates as it cleans" or otherwise representing directly or by implication that it deposits silver on silver, and from representing directly or by implication that it coats other than the worn areas of silverware where the base metal is exposed;

2. From representing directly or by implication that repeated applications of the product will provide a coating any thicker than the original applications;

3. From representing that the said product applies a "rich" coating or otherwise representing that the coating is of substantial thickness;

4. From making comparisons between the cost of coating articles with the said product and the cost of having them silver plated, or otherwise representing directly or by implication that the coating which may be applied by the product is comparable to that put on by commercial plating. (1-24604, Mar. 3, 1953.)

8440. Arch Support—Effectiveness, History, Unique Nature, Therapeutic Qualities, etc.—New Foot Ease, Inc., an Ohio corporation, with its principal office and place of business located in Cleveland, Ohio, engaged in the business of offering for sale and selling in commerce a product designated "New Foot Ease Arch," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product which represents directly or by implication:

(a) That the product affords any degree of support to the arches other than low support or in that connection that it is anything more than a low arch support;

(b) That the product affords (1) complete comfort or (2) comfort to all users;

(c) That the product is (1) a revolutionary or a radically new product or (2) the most advanced product of its type;

(d) That the product affords relief in cases of weak arches except relief from discomfort accompanying that condition when a low degree of support of the arches is needed;

(e) That the product relieves callouses except those on the heel or ball of the foot which may be relieved by a low arch support;

(f) That the product relieves tiredness of the feet or a burning sensation of the feet;

(g) That the product affords relief in cases of pains in the heel or ball of the foot except when a low degree of support of the arches is needed;

(h) That the product affords relief in cases of flat feet or weak feet except relief from the discomfort thereof when a low degree of support is needed;

- (i) That the product has a beneficial effect in cases of hammer toes;
- (j) That the product has any beneficial effect in cases of heel spurs except to afford relief in some instances from the pain accompanying small heel spurs;
- (k) That the product (1) maintains the cuboid bone in an upright or normal position or (2) affords relief in cases of displacement of the cuboid bone;
- (l) That the product affords balance or maintains balance. (1-24565, Mar. 10, 1953.)

8441. **Oleomargarine—Nature and Competitive Products.**—Lever Brothers Co., a Maine corporation, with its principal place of business located in New York, N. Y., engaged in the business of selling and distributing, in commerce, a food designated "Good Luck Margarine," entered into an agreement in connection with the dissemination of advertising relating to that product to cease and desist from representing directly or by implication:

- (a) That said product is a dairy product;
- (b) That competitors' products are not suitable for table use. (6020-1, Mar. 13, 1953.)

8442. **Tables—Manufacture and Composition.**—Harvest Furniture Manufacturers, Inc., an Illinois corporation; Ashley-Rhodes, Inc., a Delaware corporation, with their principal place of business in Louisville, Ky., and Arthur J. Rhodes their president, engaged in the business of manufacturing, offering for sale and selling in commerce, tables, entered into an agreement that each of them in connection with the manufacturing, offering for sale, sale and distribution of the tables will cease and desist from:

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

(b) Using "Tanneer" or "Tanner" as descriptive of the tops of the tables or of the process by which they are manufactured or from otherwise representing or implying that the tops are made in whole or in part by a tanner or by a tanning process;

(c) Representing the products as composed predominantly of mahogany veneers or as having any proportion of mahogany not in accordance with the facts. (1-24662, Mar. 12, 1953.)

8443. **Deodorant Pads—Effectiveness, Safety, Comparative Merits and Relevant Facts.**—Associated Products, Inc., an Illinois corporation, with its principal office and place of business located in West New

York, N. J., engaged in the business of offering for sale and selling in commerce, a product designated "5-Day Deodorant Pads," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(a) That the product stops perspiration or underarm odor; provided however that nothing herein shall prevent Associated Products, Inc., from representing that the use of the product stops perspiration or stops underarm odor when used daily or as needed or it is otherwise clearly and conspicuously disclosed in connection with such claims that the product does not have a permanent effect on perspiration or underarm odor;

(b) That the product is harmless; provided however that nothing herein shall prevent Associated Products, Inc., from representing that the product is harmless to all skins except abnormally susceptible skins;

(c) That no other product will prevent underarm odor or perspiration as long as the product;

(d) That the removal of bacteria by applying the product and throwing away the pad has any greater significance than if the bacteria were left on the skin. (1-23107, Mar. 10, 1953.)

8444. **Automobile Springs—Rebuilt as New.**—Richard A. McFadden, an individual trading as R. A. McFadden Spring Co., Philadelphia, Pa., engaged in the business of offering for sale and selling in commerce, rebuilt or reprocessed automobile springs entered into an agreement that in connection with the distribution of such reprocessed or used automobile springs he will cease and desist from:

(1) Offering for sale, selling or delivering to others for sale to the public, any automobile spring which is composed in whole or in part of previously used parts unless a disclosure that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts, is permanently stamped or fixed on each such automobile spring in a clear and conspicuous manner and in such location as to be clearly legible to the purchaser thereof, and unless there is plainly printed or marked on the box, carton, wrapper, or other container in which said automobile spring is sold or offered for sale, a notice that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts.

(2) Representing, by failure to reveal or otherwise, that an automobile spring composed in whole or in part of previously used parts is composed entirely of new and previously unused parts. (1-24651, Mar. 19, 1953.)

8445. **Synthetic Jewelry Insets—Nature and Relevant Facts.**—Kenya Gem Corp., a Pennsylvania corporation, with its principal place of business located in Philadelphia, Pa., engaged in the business of offering for sale and selling in commerce, cut and polished synthetic rutile jewelry insets designated “Kenya Gems,” entered into an agreement that in connection with the offering for sale, sale and distribution of cut and polished synthetic rutile jewelry settings, or of products containing such settings, it will cease and desist from:

(1) Using the word “stone” or the word “gem” as descriptive of jewelry insets of synthetic rutile, unless it is clearly disclosed that such insets are not natural stones or natural gems;

(2) Using the word “precious gem,” or words of similar import or meaning as descriptive of jewelry insets of synthetic rutile;

(3) Representing, by use of the words “genuine,” “true” or words of similar import or meaning, that jewelry insets of synthetic rutile are a natural rather than a synthetic product;

(4) Representing that only experts can tell the differences between jewelry insets of synthetic rutile and diamonds. (1-23535, Mar. 17, 1953.)

8446. **Contour Chair—Therapeutic Properties.**—Marie Designer, Inc., a California corporation, with its principal office and place of business located in Hollywood, Calif., engaged in the business of offering for sale and selling in commerce, chairs designated “Contour Chair-Lounge” and “Contourette,” entered into an agreement that in connection with the offering for sale, sale and distribution of its chairs, it will cease and desist from representing:

(a) That the products are of value in the treatment of edema or poor blood circulation or for use during pregnancy except to afford a means of aiding in accomplishing a temporary reduction of swelling in the legs;

(b) That the products are of value in the treatment of asthma except to afford a means for resting;

(c) That the products are of value in the treatment of arthritis or rheumatism except to afford a means of aiding in accomplishing a temporary reduction of swelling in the knees or feet;

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

(e) That the products are of value in the treatment of nervous tension or muscular tension;

(f) That the products are of value in relieving or in the treatment of kidney ailments, sciatica or poor complexion;

(g) That the products (1) have any beneficial effect on posture or (2) are unique;

(h) That use of the products results in improved digestion or complete relaxation. (1-24450, Mar. 24, 1953.)

8447. **Sleeping Drug Product—History, Nature and Safety.**—Sleep-Eze Co., Inc., a California corporation, with its principal office and place of business located at Long Beach, Calif., and Allen H. Parkinson, Verttie Parkinson, and Lenna Parkinson, officers thereof, engaged in the business of offering for sale and selling in commerce, a drug product designated "Sleep-Eze," entered into an agreement that they will cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which:

(a) Represents that the product is a new product;

(b) Represents that the product does not constitute a sleeping pill;

(c) Represents that the product is safe or harmless;

(d) Fails to clearly and conspicuously reveal that the taker shall "follow the label" and "avoid excessive use." (1-22186, Mar. 24, 1953.)

8448. **Food and Drug Products—Therapeutic Properties, Relevant Facts, Comparative Merits, etc.**—Live Food Products Co., a California corporation, with its principal office and place of business located in Burbank, Calif., and Paul C. Bragg sole owner of the issued capital stock of said corporation, engaged in the business of offering for sale and selling in commerce products designated "Bragg Calcium," "Bragg Hy-Triton" "Bragg Floramucin Regular" "Bragg Floramucin With Cascara" and "Bragg Liquid Aminos," entered into an agreement that they will cease and desist from disseminating or causing to be disseminated any advertisement for products now designated "Bragg Calcium," "Bragg Hy-Triton," "Bragg Floramucin Regular," "Bragg Floramucin With Cascara" and "Bragg Liquid Aminos," which:

(a) Represents that Bragg Calcium prevents or retards the degenerative processes of old age;

(b) Represents that deficiencies of vitamins or minerals exist in the average diet or that it is necessary to supplement the average diet with the elements contained in Bragg Calcium or Bragg Hy-Triton;

(c) Represents that either Bragg Floramucin Regular or Bragg Floramucin With Cascara is a mucin or that either product supplies mucin;

(d) Represents that Bragg Liquid Aminos conditions the body organs or that it is a complete nutritional substitute for meat;

(e) Represents that beef supplies vitamin C or that any other food supplies a significant amount of a food element when such is not a fact;



(f) Misleadingly compares the nutritional value of foods with that of Hy-Triton or any other product. (1-22284, Mar. 24, 1953.)

8449. Medicinal Preparation—Therapeutic and Protective Qualities.—Sterling Drug, Inc., a Delaware corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a preparation designated “Campho-Phenique,” entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for a medicinal preparation now designated “Campho-Phenique,” or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That said preparation is a remedy or cure for pimples, acne or skin rashes, or that it has any value in the treatment of insect bites other than as an antipruritic and surface antiseptic;

(2) That said preparation prevents scars. (1-24435, Mar. 24, 1953.)

8450. Books—Free Goods.—Le Cercle Du Livre De France, Inc., a New York corporation, with its office in New York, N. Y., for more than one year engaged in business under its own name and under the name The French Book Guild, of offering for sale and selling in commerce, books on various subjects, entered into an agreement that it will cease and desist in advertisements in newspapers and other publications or by radio, in connection with the sale of books and in the offering of books for sale from:

The use of the word “free,” or words of similar import, to designate or describe books or other merchandise, which is not in truth and in fact a gift or gratuity or is not given to the recipient thereof without requiring the purchase of other merchandise or the performance of some service inuring directly or indirectly to the benefit of the said Le Cercle Du Livre De France, Inc. (1-24333, Mar. 31, 1953.)

8451. Automobile Springs—Rebuilt as New.—Martin & Boyd Spring Works, Inc., a Delaware corporation, with its principal place of business in the District of Columbia, and Martin Ziner an individual who is president and majority stockholder thereof, engaged in the business of offering for sale and selling in commerce, rebuilt or reprocessed automobile springs, entered into an agreement that in connection with the distribution of such reprocessed or used automobile springs they will cease and desist from:

(1) Offering for sale, selling or delivering to others for sale to the public, any automobile spring which is composed in whole or in part of previously used parts unless a disclosure that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts, is permanently stamped or fixed on each such automobile spring in a clear and conspicuous manner and in such

location as to be clearly legible to the purchaser thereof, and unless there is plainly printed or marked on the box, carton, wrapper or other container in which said automobile spring is sold or offered for sale, a notice that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts.

(2) Representing, by failure to reveal or otherwise, that an automobile spring composed in whole or in part of previously used parts is composed entirely of new and previously unused parts. (1-24615, Apr. 2, 1953.)

**8452. Pen Points and Pen and Pencil Sets—Quality and Fictitious Prices.**—Martin-Howard Metal & Plastic Sales Co., Inc., a New York corporation, with its principal place of business in New York, N. Y., engaged in the business of offering for sale and selling in commerce, primarily Five and Ten Cent stores and department stores, alleged 14-carat gold-plated pen points and pen and pencil sets, entered into an agreement that in connection with the offering for sale, sale and distribution of pen points and pen and pencil sets, it will cease and desist from:

(1) Representing, through the use of the term "14 kt. Gold Plated" or any other terms or mark, that fountain pen points so described or marked are coated or covered with an alloy of substantial thickness and not less than 14/24ths by weight of gold, when such is not the fact; or representing in any manner that the quantity or quality of the gold coating or covering on any fountain pen point is other than that which is in accordance with the facts;

(2) Representing as the customary or regular price or value of pen points and pen and pencil sets, prices and values which are in fact fictitious and greatly in excess of the prices at which such products are customarily offered for sale and sold in the normal course of business. (1-24694, Apr. 2, 1953.)

**8453. Infant's Nursing Unit—Unique Nature and Patents.**—Davol Rubber Co., a Rhode Island corporation, with its office and principal place of business located in Providence, R. I., engaged in the business of offering for sale and selling in commerce, an infant's nursing unit designated "DAVOL 'Anti-Colic' NURSER," entered into an agreement that in connection with the offering for sale, sale and distribution of that product it will cease and desist from:

(1) Representing, directly or by implication, that the said "DAVOL 'Anti-Colic' NURSER" is the only nurser by means of which the flow of milk formulas can be regulated;

(2) Stating in its labeling material, cartons, advertisements, or other printed matter, distributed or displayed to the public, that its product is "patented" unless such product, or some essential part thereof, is actually covered by a valid subsisting patent owned or controlled by the aforesaid Davol Rubber Co.: Provided, however,

that this shall not prevent the said Davol Rubber Co. from making such statements as aforesaid in connection with its product upon which, or upon any essential part of which, letters patent have been issued and have expired, if the fact that such patent has expired be clearly and plainly indicated in connection with such statement in such labeling material, cartons, advertisements, or other printed matter. (1-24408, Apr. 9, 1953.)

**8454. Baby Shoes—Health Qualities and Salesmen's Qualifications.**—Mrs. Day's Ideal Baby Shoe Co., Inc., a Massachusetts corporation, with its principal place of business located in Danvers, Mass., engaged in offering for sale and selling in commerce, shoes designated "Mrs. Day's Ideal Baby Shoes," entered into an agreement that in connection with the offering for sale, sale and distribution of that product, it will cease and desist from representing directly or by implication:

(1) By the use of the phrases "Foot Formers" or "Foot Builders," or by any other means, that the shoes have an affirmative beneficial effect on the growth or development of the feet, promote healthy foot growth or development of the foot structure, guide natural foot development or guide or help normal foot growth, aid in developing normal foot growth or keep the feet growing correctly;

(2) That the shoes safeguard foot health, affirmatively contribute to the health of the feet, or insure proper foot growth or development;

(3) That the shoes prevent heel rotation, strengthen or develop the muscles of the feet, assure comfort or permit absolute or complete freedom of the foot muscles;

(4) That the shoes assure better posture in later life, insure safe posture all through life or correct walking carriage, promote or effect good posture, provide equal or proper distribution of body weight or give proper balance;

(5) That the shoes keep the feet healthy or normal or prevent the development of defects, deformities or abnormalities of the feet;

(6) That the salesmen who fit the shoes are experts in preventing foot ailments. (1-24225, Apr. 28, 1953.)

**8455. Silver Polish—Renewing Qualities, Comparative Merits and Safety.**—Prilex Products Co., a Wisconsin corporation, with its principal place of business located in Milwaukee, Wis., engaged in the business of offering for sale and selling in commerce, a silver polish designated "Prilex Silver Plater," entered into an agreement that in connection with the offering for sale, sale and distribution of its product or any other product of the same or substantially the same composition, it will cease and desist:

1. From representing that such product deposits silver on silver or silverplates anything made of silver, and from otherwise repre-

senting directly or by implication that it coats other than the worn areas of silverware where the base metal is exposed;

2. From representing directly or by implication that successive applications of the product will provide a coating any thicker than the original application;

3. From representing that such product renews or restores silverware;

4. From making comparisons between the cost of coating articles with said product and the cost of having them silver plated, in such manner as to represent directly or by implication that the coating which may be applied by the said product is comparable to that put on by commercial plating;

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

**WARNING:** Contact with acid liberates poison gas! May be fatal if inhaled! Thoroughly rinse from article any metal polish or other cleaning agent used as preliminary to applying Prilex before applying the latter. Do not breathe vapor or fumes. Do not contaminate foodstuffs. Keep away from children. May be fatal if swallowed! Use rubber gloves when applying Prilex.

6. From disseminating any advertisement or promotional material which represents directly or by implication that the product is safe or harmless, or which minimizes the toxic effects of the product. (1-24546, Apr. 30, 1953.)

8456. **Health Booklets—False Advertising.**—Norman W. Walker, an individual trading as Norwalk Press (formerly as Norwalk Foundry & Machine Co.), with his principal place of business located in St. George, Utah, engaged in the business of offering for sale and selling in commerce, health booklets entitled "Raw Vegetable Juices" and "Become Younger," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for health books which represents directly or by implication:

(1) That the use of vegetable juices in the manner recommended in the book "Raw Vegetable Juices" will have any beneficial effect upon conditions such as high and low blood pressure, cancer, tuberculosis, diabetes, hemorrhoids, tumors, boils, pimples, eye and ear troubles, gallstones, or any other condition which would not be beneficially affected by the use of such juices;

(2) That the book "Becomes Younger" contains any information by means of which a reader thereof may avoid the hazards of old age with its attendant sickness and disease, loss of memory and eyesight; may banish forever the feeling of fatigue; and may remain young and full of energy and vitality at any age, free from ailments, sickness and fatigue. (1-24664, Apr. 28, 1953.)

8457. **Preparation—Reducing Qualities and Doctor's Recommendation.**—Glamour Products Co., a California corporation, with its principal

place of business located in Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, a preparation designated "Vitrex," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that preparation which represents directly or by implication:

- (1) That the product possesses weight reducing properties;
- (2) That by using the product or by following the Vitrex plan no dieting is necessary;
- (3) That the product will prevent the development of a tired, weak or run-down feeling or will prevent fatigue or loss of energy except when such conditions result solely from vitamin or mineral deficiencies;
- (4) That specific or predetermined weight reduction will be achieved within a prescribed period of time through the use of the Vitrex plan or method;
- (5) The product is recommended by doctors or by many doctors. (1-24545, May 5, 1953.)

8458. **Leather Goods—Texas Ranger Connection.**—Tex Tan Of Yoakum, a Texas corporation, with its principal place of business located in Yoakum, Texas, engaged in the business of offering for sale and selling in commerce, leather goods, including belts, boots, chap suits and pistol holders, entered into an agreement that in connection with the offering for sale, sale and distribution of its products it will cease and desist from:

Using the words "Texas Ranger" as a designation for or in the advertising or labeling of its products without clearly revealing that the articles so designated, advertised or labeled are not sponsored or endorsed by or officially connected with the organization known as the Texas Rangers. (1-24647, May 5, 1953.)

8459. **Christmas Tree Icicles—Fire Resistant Qualities.**—Carnival Toy Manufacturing Co., a New York corporation, with its principal place of business located in the Bronx, N. Y., and Robert P. Smolian, an officer thereof, engaged in the business of offering for sale and selling in commerce, plastic icicle Christmas tree ornaments, entered into an agreement that in connection with the offering for sale, sale and distribution of plastic icicles, they will cease and desist from:

Representing that the product is "Fire-Resistant" or that it will not readily ignite and burn when brought into contact with fire. (1-24736, May 5, 1953.)

8460. **Skin Preparation—Composition and Therapeutic Properties.**—Rosemarie Lewis, an individual trading as Vogarell Products Co., with her principal place of business located in Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, a preparation designated "Lanacane," entered into an agreement that

she will cease and desist from disseminating or causing to be disseminated, any advertisement for that preparation or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

1. That the product contains a larger number of active ingredients than is actually the fact;
2. That the Vitamin D<sub>2</sub> in the product has any therapeutic value in the treatment of skin conditions;
3. That the product is a remedy or cure for, or removes the cause of, pimples, acne or itching skin, or has any therapeutic value in the treatment of such conditions in excess of giving relief from the irritation or itching which sometimes accompanies them;
4. That the product "speeds healing";
5. That the product relieves itching skin in seconds;
6. That the product helps clear "other skin troubles." (1-24580, May 7, 1953.)

8461. **Automobile Springs—Rebuilt as New.**—Gabriel Green and Harry Schoenfeld, copartners trading as Green Spring Co., Philadelphia, Pa., engaged in the business of offering for sale and selling in commerce, rebuilt or reprocessed automobile springs entered into an agreement that in connection with the distribution of such reprocessed or used automobile springs that they will cease and desist from:

1. Offering for sale, selling or delivering to others for sale to the public, any automobile spring which is composed in whole or in part of previously used parts unless a disclosure that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts, is permanently stamped or fixed on each such automobile spring in a clear and conspicuous manner and in such location as to be clearly legible to the purchaser thereof, and unless there is plainly printed or marked on the box, carton, wrapper or other container in which said automobile spring is sold or offered for sale, a notice that said automobile spring is composed, in whole or in part, as the case may be, of previously used parts;
2. Representing, by failure to reveal or otherwise, that an automobile spring composed in whole or in part of previously used parts is composed entirely of new and previously unused parts. (1-24505, May 5, 1953.)

8462. **Medicinal Preparation—Therapeutic Qualities and History.**—Abe Marks, an individual trading as Sunlar Co., with his principal office and place of business located in Brooklyn, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated "Gallusin," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same compo-

sition or possessing substantially the same properties, which represents directly or by implication:

(a) That the product (1) affords relief to gall bladder sufferers or (2) curbs or otherwise has a beneficial effect on gall bladder conditions;

(b) That the product stimulates the flow of bile;

(c) That the product relieves colic or stomach misery;

(d) That the product (1) is new or amazing or (2) affords remarkable results;

(e) That the product has any beneficial effect except to temporarily relieve occasional constipation. (1-22838, May 7, 1953.)

8463. **Cough Drops—Therapeutic Properties and Comparative Merits.**—Luden's, Inc., a Pennsylvania corporation, with its principal place of business located in Reading, Pa., engaged in the business of offering for sale and selling in commerce, a preparation designated "Luden Menthol Cough Drops," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for a medicinal preparation now designated "Luden's Menthol Cough Drops," or any other preparation of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

(1) That the menthol content of its menthol cough drops relieves colds, or relieves all symptoms of a cold;

(2) That its menthol cough drops contain more menthol than other cough drops. (1-23948, May 7, 1953.)

8464. **"Heart-Shield Bibles," etc.—Protective Qualities and Manufacture.**—Roy E. Castetter and Robert C. Castetter, copartners trading as Know Your Bible Co., with their place of business located in Cincinnati, Ohio, engaged in the business of offering for sale and selling in commerce, books known and called respectively "Heart-Shield New Testament" ("Heart-Shield Bible") and "Heart-Shield Catholic Prayer Book," entered into an agreement that in connection with the offering for sale, sale and distribution of religious books now designated "Heart-Shield New Testament" ("Heart-Shield Bible" and "Heart-Shield Catholic Prayer Book" they and each of them, will cease and desist from representing directly or by implication that such books:

(a) Afford effective protection against bullets, shrapnel or projectiles;

(b) Protect the heart;

(c) Are capable of deflecting 45 calibre service bullets when such bullets are fired at any angle greater than 30 degrees;

(d) Bear engraved inscriptions; or

(e) Have gold-plated covers. (1-24611, May 14, 1953.)

8465. **Bronzed Baby Shoes—Manufacture.**—William J. McHan, an individual trading as Bronzcraft, with his place of business located in Los Angeles, Calif., engaged in the business of offering for sale and selling in commerce, baby shoes which he processes by applying thereto a bronze-colored finish and by mounting such shoes on ashtrays, picture frames, bookends and other articles to which a similar bronze-colored finish has been applied, entered into an agreement that in connection with the offering for sale, sale and distribution of bronze-colored baby shoes, whether mounted as aforesaid or unmounted, he will cease and desist from:

(1) Using the term “bronze,” or any other term of similar import or meaning, to describe a baby shoe or any other article which is not coated or covered with a substantial thickness of bronze metal; Provided, that the term “bronze-colored” may be used to describe an article which has been colored or treated to simulate the appearance of bronze;

(2) Using the term “bronze,” or any other term of similar import or meaning, as a part of his trade name unless such term is immediately accompanied by another word or other words clearly disclosing that a substantial part of the baby shoes and other articles processed by the aforesaid William J. McHan are merely treated or colored to simulate the appearance of bronze and are not coated or covered with a substantial thickness of bronze metal. (1-24700, May 19, 1953.)

8466. **Medicinal Preparation—Therapeutic and Protective Qualities and Nature.**—The Norex Laboratories, Inc., a Delaware corporation, with its principal place of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated “Amitone,” entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product, which represents directly or by implication:

(a) That the product (1) protects against the return of gastric hyperacidity or (2) has any beneficial effect on gastric hyperacidity except to afford temporary relief from the discomforts due to gastric hyperacidity;

(b) That the product (1) aids digestion or (2) regulates excess acids in the stomach;

(c) That the product is one of the wonder drugs;

(d) That the product of itself protects against the return of an ulcerous stomach condition;

(e) That the product has a beneficial effect on all types of common stomach distress. (1-23779, May 21, 1953.)

8467. **Rugs—Composition.**—Deltax Rug Co., a Wisconsin corporation, with its principal place of business located in Oshkosh, Wis., engaged in the business of offering for sale and selling in commerce, rugs, en-



tered into an agreement that in connection with the offering for sale, sale and distribution of rugs it will cease and desist from:

(1) Using the term "Woolcraft," or any other term of similar import, to designate or describe rugs which are not composed wholly of wool;

(2) Using the term "wool," or any term or word indicative of wool, to designate or describe any product which is not composed wholly of wool; provided that in the case of products composed in substantial part of wool and in part of other fibres or materials such terms may be used as descriptive of the wool content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating each constituent fibre or material in the order of its predominance by weight; provided, further, that if any fibre or material so designated is not present in a substantial quantity, the percentage thereof shall be stated;

(3) Labeling, advertising or otherwise offering for sale or selling products composed in whole or in part of rayon or of acetate, without clearly disclosing such rayon or acetate content;

(4) Describing, designating or in any way referring to any product or portion of a product which is "reprocessed wool" or "reused wool" as "wool";

(5) Using the word "wool" to describe, designate or in any way refer to any product or portion of a product which is not the fibre from the fleece of the sheep or lamb, or hair of the Angora or Cashmere goat, or hair of the camel, alpaca, llama, or vicuna which has never been reclaimed from any woven or felted product; provided that nothing herein shall prohibit the use of the terms "reprocessed wool" or "reused wool" when the products or those portions thereof referred to are composed of such fibres. (1-24601, May 26, 1953.)

8468. **Woolen Batting and Wadding—Composition, etc.**—Milwaukee Allied Mills, Inc., a Wisconsin corporation, with its office and principal place of business located in Milwaukee, Wis., and Mark E. Atwood and William L. Armstrong, officers thereof, are engaged in the offering for sale, sale and distribution in commerce of woolen batting and wadding.

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

Milwaukee Allied Mills, Inc., Mark E. Atwood and William L. Armstrong entered into an agreement that in connection with the

offering for sale, sale, transportation, delivery for transportation or distribution of woolen batting, wadding, or any other wool products within the meaning of said Act, they and each of them will cease and desist from misbranding such products by:

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

(2) Failing to securely affix to or place on 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 5 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 is 5 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 known nonfibrous loading, filling, of 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. (1-24683, May 26, 1953.)

**8469. Binoculars—Manufacture and Foreign Origin.**—Morris Segal, Jacob Segal, and Bessie Segal, copartners trading under the name Enterprise Distributing Co., with their place of business in Cincinnati, Ohio, engaged in conducting a mail order business through which they offer for sale and sell in commerce, binoculars, entered into an agreement that in connection with the offering for sale, sale and distribution of binoculars, they and each of them will cease and desist:

(1) From representing directly or by implication that all lenses in such products are coated when some lenses are not coated.

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

(2) From failing to disclose clearly in all advertising the country of origin of such products. (1-24691, June 2, 1953.)

**8470. Skin Preparation—Therapeutic Properties.**—Thyoquent Laboratories is a division of Clark-Cleveland, Inc. Clark-Cleveland, Inc., a New York corporation, with its principal place of business located in Binghamton, N. Y., engaged in the business of offering for sale and selling in commerce, a preparation designated "Thyoquent," entered into an agreement that it will cease and desist from disseminating or

causing to be disseminated, any advertisement for a medicinal preparation now designated "Thyoquent," or any other preparation of substantially the same composition or possessing substantially the same properties, whether sold under that name or any other name, which represents directly or by implication:

(1) That the preparation cures pimples or acne;

(2) That the preparation penetrates the surface of the skin.  
(1-24653, June 2, 1953.)

**8471. Shoes—Orthopedic Properties, Salesmen's Qualifications, Tests, Guarantees, Manufacture, etc.**—Mason Shoe Manufacturing Corp., a Wisconsin corporation, with its principal office and place of business located at Chippewa Falls, Wis., engaged in the business of offering for sale and selling in commerce, shoes designated "Mason Shoes," "Foot Preserver Shoes," "Velvet-eez Shoes" and "Handcraft Shoes," entered into an agreement that in connection with the offering for sale, sale and distribution of the shoes, it will cease and desist from representing directly or by implication:

(a) That Foot Preserver Shoes (1) are health shoes (2) aid in keeping the feet healthy or normal (3) possess an orthopedic heel or an orthopedic type heel (4) furnish support to all arches of the foot (5) brace or comfortably rest the inner arch or (6) hold weak feet in proper walking position;

(b) That Velvet-eez Shoes (1) relieve sore, tired, aching or burning feet except where those conditions may be relieved by the wearing of a shoe with a soft insole (2) constitute a remedy for foot fatigue (3) have a beneficial effect on swollen feet or excessive perspiration (4) assure comfortable support to the arches (5) distribute body weight evenly over the soles of the feet or equally over the length of the shoes (6) restore proper body balance or (7) insure no tightness or strain on a bunion;

(c) That Foot Preserver Shoes or Velvet-eez Shoes (1) provide foot health or assure foot comfort (2) cause the wearer to walk with toes straight ahead (3) correct poor posture or promote good posture (4) correct or prevent foot trouble, foot misery, metatarsal trouble, fallen metatarsal arches, leg pains, backache, headache, swollen ankles, aching ankles or feet out of line with the body;

(d) That its salesmen (1) are foot correctionists or (2) are qualified to diagnose foot conditions or to prescribe shoes therefor;

(e) That Velvet-eez Shoes or other shoes (1) have been tested or approved by any organization or are guaranteed thereby, or anyone, when such is not a fact or (2) are unqualifiedly guaranteed by any organization or anyone when such is not a fact;

(f) That any shoe is (1) made entirely by hand when such is not a fact or (2) sewn entirely by hand when such is not a fact;

(g) That the leather of shoes is imported from Great Britain or other country when such is not a fact;

(h) That shoes or other articles are manufactured by it when such is not a fact. (1-23398, June 2, 1953.)

**8472. Drug Product—Therapeutic Properties and Composition.**—Anahist Co., Inc., a New York corporation, with its principal office and place of business located at Yonkers, N. Y., engaged in the business of offering for sale and selling in commerce, a drug product designated "Hist-O-Plus," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties, which represents:

(a) That the product (1) does not contain any ingredient which is contained therein or (2) does not contain ingredients contained in other products when it contains them;

(b) That the product has any beneficial effect on colds except to afford relief from the symptoms of colds;

(c) That the product relieves neuralgic pain or menstrual pain except when such pains are mild. (1-24475, June 11, 1953.)

**8473. Arch Support—Therapeutic Properties.**—Paul C. Scott, an individual, trading as Scott Foot Appliance Co., with his principal place of business located in Omaha, Nebr., engaged in offering for sale and selling in commerce, devices designated "Scott's Triple Feature Health Arch" and "Scott's Metatarsal Insole," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated, any advertisement for those devices or any other devices of substantially the same design or construction, which represents directly or by implication:

*Scott's Triple Feature Health Arch—*

(1) That the use of the device is a scientific method of treating foot disorders;

(2) By the use of designations "custom made" or "custom built" or by any other means, that the devices are made to order;

(3) By the use of the name "Health Arch" or by any other means, that the device gives health to the user or preserves health, prevents or corrects abnormalities of the feet, keeps the feet healthy, prevents the development of abnormalities or deformities or corrects disorders of the feet;

(4) That the device prevents foot pains or corrects or cures the cause of foot pains;

(5) That the device lifts weakened, sagging bone joints to normal position;

(6) That the device holds the bones of the feet in proper alignment;

*Scott's Metatarsal Insole—*

- (7) That the device prevents or ends back or leg pains or corrects or cures the cause of such pains;
- (8) That the device corrects foot ailments;
- (9) That the device lifts or holds the metatarsal arch in its normal position;

*General*

- (10) That the devices improve posture or tend to restore proper posture. (1-24465, June 11, 1953.)

8474. **Bronzed Baby Shoes—Composition, Durability, Special Prices, etc.**—De Son Bronzed Baby Shoe Co., a California corporation, with its office and principal place of business located in Montebello, Calif., also doing business under the trade name of Royal Bronze Co., and Spiro J. Dossounis and Lillian J. Dossounis, copartners trading as De Son Industries, engaged in the business of offering for sale and selling in commerce, baby shoes to which they have applied a bronze colored finish, such shoes being unmounted or mounted on ashtrays, bookends or picture frames, entered into an agreement that in connection with the offering for sale, sale and distribution of bronze colored baby shoes, whether mounted or unmounted, or of any other products processed as aforesaid, they, and each of them, will cease and desist from:

1. Using the term “bronze” or “bronzed,” or any simulation thereof, as a part of their corporate or trade name, or otherwise representing in any manner, directly or by implication, that baby shoes or other articles processed by the aforesaid corporation or individuals are normally coated or covered with a substantial thickness of bronze or other metal: *Provided*, That the term “bronze colored” may be used to describe articles which are colored or treated to simulate the appearance of bronze;

2. Using the term “gold” to describe lettering which is not coated with a substantial thickness of gold: *Provided*, That the term “gold colored” may be used to describe lettering which is colored or treated to simulate the appearance of gold;

3. Representing directly or by implication that the cost of the postage covering the shipment of the aforesaid products to individual customers amounts to only a few cents or that such cost is other than that which has been established as a matter of fact;

4. Representing directly or by implication that the shoes, processed as aforesaid, have been “permanized” or will last indefinitely;

5. Representing, through use of purported credit certificates or otherwise, that a price is a special or reduced price, or for a limited time only, when such price is, in fact, the regular and customary price or that the regular or customary price is in excess of the price at which the articles are usually and normally sold. (1-24697, June 23, 1953.)

8475. **Hair and Scalp Preparations—Therapeutic and Protective Qualities.**—Rayette, Inc., a Minnesota corporation, with its principal office and place of business located in St. Paul, Minn., engaged in the business of offering for sale and selling in commerce, products designated “Rayette GDT Dandruff Lotion,” “Rayette GDT Dandruff Lotion with Creme Oil,” “Rayette GDT Hair Conditioner” and “Rayette GDT Shampoo,” entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for those products or any other products of substantially the same compositions or possessing substantially the same properties, whether sold under those names or any other names, which represents directly or by implication:

a. That Rayette GDT Dandruff Lotion or Rayette Dandruff Lotion with Creme Oil causes the hair or scalp to be free of dandruff or dandruff scales or flakes; provided, however, that this shall not be construed as an agreement not to represent that use of said products relieves the scalp and hair of dandruff scales and flakes;

b. That Rayette GDT Dandruff Lotion or Rayette GDT Dandruff Lotion with Creme Oil is effective in preventing conditions which cause itchy scalp or has any effect on itching scalp except to afford relief from such itching when due to dandruff or minor scalp irritations;

c. That Rayette GDT Dandruff Lotion or Rayette GDT Dandruff Lotion With Creme Oil leaves the hair or scalp free from bacteria or insures the health of the hair or scalp;

d. That the combined use of Rayette GDT Dandruff Lotion, Rayette GDT Dandruff Lotion With Creme Oil, Rayette GDT Hair Conditioner and Rayette GDT Shampoo corrects dry hair or dandruff; provided, however, that this shall not be construed as an agreement not to represent that their combined relieves dry hair or dandruff;

e. That Rayette GDT Hair Conditioner (1) corrects excessive oily scalp, dandruff scales, over-waved hair, over-bleached hair or harsh dyed hair or (2) leaves the hair or scalp healthy;

f. That Rayette GDT Hair Conditioner corrects dry or itchy scalp, porous dry hair or dry or brittle hair ends; provided, however, that this shall not be construed as an agreement not to represent that the product relieves those conditions;

g. That Rayette GDT Hair Conditioner (1) contains nature’s restorative oil or (2) restores the natural oil to the hair; provided, however, that this shall not be construed as an agreement not to represent, so long as such is a fact, that the product supplies lanolin, a natural oil, to the hair. (1-24538, June 24, 1953.)

8476. **Insecticides—Safety and Effectiveness.**—Mill Creek Products Co., Inc., a New York corporation, with its office and principal place

of business located in New York, N. Y., engaged in the business of offering for sale and selling in commerce insecticides designated "MCP Insecticide 'B'" and "MCP Insecticide Water Base Spray" formerly labeled "MCP Insecticide 'R'," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated any advertisement for those preparations or any other preparations of substantially the same composition or possessing substantially the same properties, which represents directly or by implication:

1. That the products will not taint or contaminate food, unless it is stated in immediate connection therewith that the products must be used in accordance with directions;

2. That MCP Insecticide Water Base Spray is effective for 21 days, or any other period of time not in accord with the facts. (1-22973, June 23, 1953.)

8477. **Livestock Medicine—Therapeutic Qualities, Nature, Ailments, Guarantees; Business as "Exchange."**—Dick D. Simpson, an individual trading as United Farmers Exchange and Chexit Sales Co., with his principal place of business located in Council Bluffs, Iowa, engaged in the business of offering for sale and selling in commerce a livestock medicine designated "Chexit," entered into an agreement that he will cease and desist from disseminating or causing to be disseminated any advertisement for that product or any other product of substantially the same composition or possessing substantially the same properties which represents directly or by implication:

1. That the product

(a) is an effective treatment for, or has any beneficial effect on, diarrhea or scours in livestock;

(b) is a demulcent or tonic.

2. By use of the words or phrases "anti-acid," "to neutralize stomach acidity," or otherwise, that the animals for which this product is offered are subject to hyperacidity which condition would be relieved by use of such product.

3. That the product is "guaranteed" unless the nature and extent of the guarantee and manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

4. By use of the term "United Farmers Exchange," or in any other manner, that the business is other than an individual proprietorship conducted for profit. (1-24551, June 23, 1953.)

8478. **Rust Preventive Paint—Effectiveness and Durability.**—Speco, Inc., a corporation, with its principal place of business located in Cleveland, Ohio, and Jules O. Vinney and Ruth Vinney, officers thereof, engaged in the business of offering for sale and selling in commerce, a rust preventive paint designated "Rustrem," entered into an agree-

ment that in connection with the offering for sale, sale and distribution of a rust preventive paint now designated "Rustrem," or any other paint of substantially the same composition or possessing substantially the same properties, they, and each of them, will cease and desist from representing:

1. That no brushing or other surface preparation is required prior to the application of Rustrem;

2. That Rustrem affords positive, complete or permanent protection against rust;

3. That Rustrem is not affected or impaired by moisture or fumes or by caustics at less than full strength, or that said product remains permanently effective in the presence of ordinary industrial chemicals or gases;

4. That Rustrem is an effective rust preventive when applied to marine equipment exposed to salt water or salt-laden air. (1-24762, June 24, 1953.)

8479. **Supporting Belt—Manufacture and Effectiveness.**—Ronnie Sales, Inc., a New York corporation, with its principal office and place of business located at New York, N. Y., engaged in the business of offering for sale and selling in commerce, a product designated "Chevalier Health Supporter Belt" and "Bodyguard Health Supporter Belt," entered into an agreement that it will cease and desist from disseminating or causing to be disseminated, any advertisement for that product which:

(a) Represents that the product is a two way stretch product;

(b) Represents that the product is effective in controlling posture or that it has any beneficial effect on posture except to improve the posture while being worn;

(c) Contains depictions exaggerating the amount of change in appearance of persons wearing the product. (1-24765, June 30, 1953.)