

IN THE MATTER OF
ROBERT H. BENSON AND EMMA BENSON, TRADING AS
BENSON SPECIALTY COMPANY

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914

Docket 3795. Complaint, May 29, 1939. Decision, Nov. 15, 1939

Where two partners engaged in sale and distribution of specialty merchandise, including pens, jewelry, electric water heaters, and various other products, in commerce among the various States and in the District of Columbia; in representing, or purporting to represent, quality, material, construction, durability, and other characteristics of their various products, as promoted from time to time, and price at which sold, through advertising circulars and other printed matter and advertising insertions in newspapers, periodicals, and other publications distributed among prospective purchasers in the various States and in the District of Columbia—

- (a) Represented, as typical, that certain fountain pens thus described and offered were unbreakable, carried a lifetime guarantee, and never needed repairs, and that cross necklaces thus offered were set with "facsimile" diamonds and carried an unlimited guarantee against tarnishing, loss of brilliancy, or of stones, etc., and were made of 14 carat gold or silver, facts being articles in question were not guaranteed, pens were not unbreakable and would need repairs, necklaces and other jewelry were neither 14 carat gold nor silver, and jewelry was of very cheap grade and quality, would soon tarnish, and was not equipped, as represented through word "facsimile," with stones having general appearance, quality, and brilliance possessed by diamonds and quality and value greater than imitation diamonds, and purported stones did not have same general appearance, etc., as genuine diamonds and were of no better grade or quality than ordinary cheap imitations;
- (b) Represented, directly and indirectly, that certain pens, necklaces, and hot water discs had customary and usual retail prices greatly in excess of those at which they were offered and sold with certificates or coupons, and that said certificates or coupons had, in connection with purchase of such products, certain specified values, through such statements, among others, as "SPECIAL. This certificate and 50¢ entitles the bearer to one of our genuine indestructible \$3.00 vacuum filler sackless fountain pens. * * * will be \$3.00 after sale," etc., and " * * * This coupon and only 50¢ entitles bearer to one of our regular \$5.00 cross necklaces. * * * This offer made possible by the manufacturer. * * *," and " * * * This coupon and \$1.98 entitles the bearer to one of our regular \$5.00 Electro Heat Kwick hot water disc as above described. * * *" facts being prices represented as customary retail prices of such products were fictitious and greatly in excess of those at which they were customarily offered and sold in normal course of business, certificates or coupons in question did not have value of \$4.41, \$3.02, or \$2.41, as specified in such advertisements, but had no value whatever as prices charged in addition thereto were

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regular and customary prices at which they sold their products in usual course of business;

- (c) Represented, through such advertisements as above set forth, that said offers were special and limited, through such statements as " * * * Introductory offer. * * * Limit 3 pens to each customer," and, in connection with necklaces, " * * * Limit 2 to a coupon. * * * offer made possible by the manufacturer. Limited supply for this special sale," and, in connection with hot water pads, " * * * Through special arrangement with the manufacturer we are able to offer for 2 days only a special advertising discount of \$3.02 * * *," and " * * * limited supply only one to each coupon," facts being said offers were neither introductory nor special and number of articles which might be purchased by any customer was not limited, but they sold as many as purchaser was willing to buy;
- (d) Made use of words, in their various advertisements of their electric hot water heaters, "Underwriters Laboratories seal of approval on the 8 ft. cord of every Electro Heat Kwick," facts being entire electric water heater had not been approved by Underwriters Laboratory, as purchaser or prospective purchaser was thereby led to believe, but only cord for attaching heater to electric outlet; and
- (e) Represented, in said advertisements, that such product had been tested and approved by duly qualified testing laboratory having facilities to make such test and certificate of merit issued, thereby approving said product as safe, sanitary, and speedy in action, through use of insignia or seal in advertisements bearing the words "Automotive Test Laboratories of America tested and approved Atla," facts being said Test Laboratories had no official standing, lacked facilities, or laboratory necessary to make efficient tests of such a device, and product in question had been found to be unsafe for use by attaching to ordinary household socket;

With capacity and tendency to mislead and deceive substantial portion of purchasing public into erroneous belief that all said representations were true, and that they had truthfully represented the quality, material, construction, durability, and other characteristics of their various products and the prices at which they were sold, and with result, by reason of such erroneous and mistaken belief, that number of purchasing public were induced to buy their said products:

Held, That such acts and practices, under the circumstances set forth, were all to the prejudice and injury of the public and constituted unfair and deceptive acts and practices in commerce.

Mr. L. E. Creel, Jr. for the Commission.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and by virtue of the authority vested in it by said act, the Federal Trade Commission, having reason to believe that Robert H. Benson and Emma Benson, individually and as copartners trading as Benson Specialty Co., hereinafter referred to as respondents, have violated the provisions of the said act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public

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interest, hereby issues its complaint, stating its charges in that respect as follows:

PARAGRAPH 1. Respondents, Robert H. Benson and Emma Benson, are individuals and copartners trading as Benson Specialty Co. and have their office and principal place of business at 251 Plymouth Building in the city of Minneapolis, State of Minnesota.

Respondents are now, and for several years last past have been, engaged in the sale and distribution in commerce among and between the various States of the United States and in the District of Columbia of specialty merchandise including pens, jewelry, electric water heaters, and various other products.

In the course and conduct of their business the respondents promote the sale of certain types of merchandise during one period of time and other types of merchandise at other times but continue to use in the sale and distribution of all such merchandise the sales plan and other practices herein described.

Respondents cause said products, when sold, to be transported from their place of business in the State of Minnesota to the purchasers thereof located in various other States of the United States and in the District of Columbia. Respondents maintain, and at all times mentioned herein have maintained, a course of trade in said products in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 2. For the purpose of inducing the purchase of the various products sold and distributed by them, the respondents, in the course and conduct of their business, have engaged in the practice of falsely representing the quality, material, construction, durability and other characteristics of their various products and the price at which said products are sold and distributed by them. Such false statements and representations are disseminated by means of advertising circulars and other printed matter and by insertions in advertisements appearing in newspapers, magazines and other publications, all of which are distributed among prospective purchasers of said products located in the various States of the United States and in the District of Columbia.

PAR. 3. Among and typical of the acts and practices above described the respondents falsely represent the quality, material, construction, durability, and other characteristics of certain of their products, namely, fountain pens and jewelry. As an example of this practice, the respondents place the following statements in various advertisements disseminated as aforesaid:

\$3.00 vacuum filler sackless fountain pens. A lifetime guarantee with each pen. No repair bills. Every pen tested and guaranteed to be unbreakable for life.

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Cross Necklaces in Plain Gold, Silver or Beautiful Facsimile Diamonds. Lifetime Guarantee. Unlimited guarantee against tarnishing, loss of brilliancy, loss of stones or in any other form. Choice of 14K Gold or Silver.

By means of the above representations and others similar thereto not specifically set out herein the respondents represent that their fountain pens are unbreakable, carry a lifetime guarantee, and never need repairs. In truth and in fact, said pens are not unbreakable for life, do not carry a lifetime guarantee and will need repairs.

In the same manner the respondents represent that the cross necklaces sold and distributed by them are set with facsimile diamonds, that they carry an unlimited guarantee against tarnishing, loss of brilliancy, loss of stones, or in any other form and that said jewelry is made of 14K gold or silver. In truth and in fact, the necklaces and other articles of jewelry sold and distributed by the respondents are not 14 carat gold or silver. Said articles of jewelry are not guaranteed to last a lifetime, or guaranteed not to tarnish, and the stones are not guaranteed against loss of brilliancy. In fact, said jewelry is of a very cheap grade and quality and will tarnish immediately or within a very short time. By the use of the word facsimile as descriptive of their diamonds, respondents represent that the various articles of jewelry sold and distributed by them are equipped with stones having a general appearance, quality, and brilliance possessed by diamonds and are of a quality and value greater than imitation diamonds. The jewelry sold and distributed by the respondents is not set with diamonds or facsimile diamonds and the purported stones do not have the same general appearance, quality, or brilliance possessed by genuine diamonds and are not of any better grade or quality than ordinary cheap imitations.

PAR. 4. Another and typical act and practice engaged in by the respondents in falsely representing their products and the terms and conditions under which said products are sold is the use of a purported coupon in their various advertising disseminated as aforesaid containing statements and representations with reference to the various conditions of the offer of sale. Among and typical of such statements and representations are the following:

SPECIAL

This certificate and 59¢ entitles the bearer to one of our genuine indestructible \$3.00 vacuum filler sackless fountain pens. Introductory offer. This pen will be \$3.00 after sale. Limit 3 pens to each customer.

This certificate is worth \$4.41. This coupon and only 59¢ entitles bearer to one of our regular \$5.00 cross necklaces. Limit 2 to a coupon. This offer made possible by the manufacturer. Limited supply for this special sale.

This coupon is worth \$3.02. This coupon and \$1.98 entitles the bearer to one of our regular \$5.00 Electro Heat Kwick hot water disc as above described.

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Limited Supply at Introductory Price. Through special arrangement with the manufacturer we are able to offer for 2 days only a special advertising discount of \$3.02 on each Electro Heat Kwick nationally advertised at \$5.00. Note—due to limited supply only one to each coupon.

By means of the above representations and others similar thereto not specifically set out herein the respondents represent both directly and indirectly that the customary and usual retail prices at which their various products are offered for sale and sold are greatly in excess of the retail prices at which they are offered for sale and sold under the terms and conditions as set out in said advertisements; that the certificate or coupon referred to is actually worth \$4.41, \$3.02, or \$2.41 when offered as part payment of the purchase price of any specified article. By the same means the respondents represent that they are conducting a special or introductory offer and that the supply is limited to one, two, or three articles to each customer as specified in the advertisement.

In truth and in fact, the prices represented by the respondents as the customary retail prices of their products are, in fact, fictitious and greatly in excess of the prices at which said products are customarily offered for sale and sold by the respondents in the normal course of business. The respondents are not conducting an introductory or special offer and the certificate or coupon referred to in said advertisements does not have the value of \$4.41, \$3.02, or \$2.41 as therein specified and do not have any value whatsoever as the price charged by the respondents in addition to the certificate or coupon is the regular and customary prices at which respondents sell their products in the usual course of business. The respondents do not limit the number of articles which may be purchased by any customer but sell as many of such articles as the purchaser is willing to buy.

PAR. 5. Another and typical act and practice engaged in by the respondents in falsely representing their products are representations and statements made with reference to certain hot water heaters sold and distributed by the respondents known as Electro Heat Kwick Heaters. Typical of this practice is the use in their various advertisements disseminated as aforesaid of the statement: "Underwriters Laboratories seal of approval on the 8 ft. cord of every Electro Heat Kwick" and, in addition, the use of the insignia or seal bearing the words "Automotive Test Laboratories of America tested and approved Atla."

By this means the purchaser or prospective purchaser is led to believe that the entire electric hot water heater has been approved by the Underwriters Laboratory when, in truth and in fact, only the cord used for attaching respondents' heater to an electric outlet has

been approved by the Underwriters. By the use of the seal of the Automotive Test Laboratories of America the respondents represent that said product has been tested and approved by a duly qualified testing laboratory having facilities to make such tests and that a certificate of merit has been issued by such laboratory approving said product as being safe, sanitary, and speedy in action. In truth and in fact, the Automotive Test Laboratories of America has no official standing and lacks the facilities or laboratory necessary to make efficient tests of such a device. Furthermore, said product has been found to be unsafe for use by attaching to the ordinary household socket.

PAR. 6. The use by the respondents of the aforesaid acts and practices has had, and now has, a capacity and tendency to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that all of said representations are true and that the respondents have truthfully represented the quality, material, construction, durability, and other characteristics of their various products and the prices at which said products are sold. On account of this erroneous and mistaken belief a number of the purchasing public have been induced to purchase respondents' products.

PAR. 7. The aforesaid acts and practices of respondents are all to the prejudice and injury of the public and constitute unfair and deceptive acts and practices in commerce within the intent and meaning of the Federal Trade Commission Act.

REPORT, FINDINGS AS TO THE FACTS, AND ORDER

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission on the 29th day of May 1939, issued and thereafter served its complaint in this proceeding upon respondents, Robert H. Benson and Emma Benson, individually and as copartners trading as Benson Specialty Co., charging them with the use of unfair and deceptive acts and practices in commerce in violation of the provisions of said act. On the 4th day of October 1939, the respondents filed their answer, in which answer they admitted all the material allegations of fact set forth in said complaint and waived all intervening procedure and further hearing as to said facts. Thereafter, the proceeding regularly came on for final hearing before the Commission on the said complaint and the answer thereto, and the Commission, having duly considered the matter and being now fully advised in the premises, finds that this proceeding is in the interest of the public and makes this its findings as to the facts and its conclusion drawn therefrom.

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Respondents, Robert H. Benson and Emma Benson, are individuals and copartners trading as Benson Specialty Co. and have their office and principal place of business at 251 Plymouth Building in the city of Minneapolis, State of Minnesota.

Respondents are now, and for several years last past have been, engaged in the sale and distribution in commerce among and between the various States of the United States and in the District of Columbia, of specialty merchandise including pens, jewelry, electric water heaters, and various other products.

In the course and conduct of their business the respondents promote the sale of certain types of merchandise during one period of time and other types of merchandise at other times but continue to use in the sale and distribution of all such merchandise the sales plan and other practices herein described.

Respondents cause said products, when sold, to be transported from their place of business in the State of Minnesota to the purchasers thereof located in various other States of the United States and in the District of Columbia. Respondents maintain, and at all times mentioned herein have maintained, a course of trade in said products in commerce among and between the various States of the United States and in the District of Columbia.

PAR. 2. For the purpose of inducing the purchase of the various products sold and distributed by them, the respondents, in the course and conduct of their business, have engaged in the practice of falsely representing the quality, material, construction, durability, and other characteristics of their various products and the price at which said products are sold and distributed by them. Such false statements and representations are disseminated by means of advertising circulars and other printed matter and by insertions in advertisements appearing in newspapers, magazines, and other publications, all of which are distributed among prospective purchasers of said products located in the various States of the United States and in the District of Columbia.

PAR. 3. Among and typical of the acts and practices above described the respondents falsely represent the quality, material, construction, durability, and other characteristics of certain of their products, namely, fountain pens and jewelry. As an example of this practice, the respondents place the following statements in various advertisements disseminated as aforesaid:

\$3.00 vacuum filler sackless fountain pens. A lifetime guarantee with each pen. No repair bills. Every pen tested and guaranteed to be unbreakable for life.

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Cross Necklaces in Plain Gold, Silver or Beautiful Facsimile Diamonds. Lifetime Guarantee. Unlimited guarantee against tarnishing, loss of brilliancy, loss of stones or in any other form. Choice of 14K Gold or Silver.

By means of the above representations and others similar thereto not specifically set out herein, the respondents represent that their fountain pens are unbreakable, carry a lifetime guarantee and never need repairs. In truth and in fact, said pens are not unbreakable for life, do not carry a lifetime guarantee and will need repairs.

In the same manner the respondents represent that the cross necklaces sold and distributed by them are set with facsimile diamonds, that they carry an unlimited guarantee against tarnishing, loss of brilliancy, loss of stones or in any other form and that said jewelry is made of 14K gold or silver. In truth and in fact, the necklaces and other articles of jewelry sold and distributed by the respondents are not 14 carat gold or silver. Said articles of jewelry are not guaranteed to last a lifetime, or guaranteed not to tarnish, and the stones are not guaranteed against loss of brilliancy. In fact, said jewelry is of a very cheap grade and quality and will tarnish immediately or within a very short time. By the use of the word facsimile as descriptive of their diamonds, respondents represent that the various articles of jewelry sold and distributed by them are equipped with stones having a general appearance, quality, and brilliance possessed by diamonds and are of a quality and value greater than imitation diamonds. The jewelry sold and distributed by the respondents is not set with diamonds or facsimile diamonds and the purported stones do not have the same general appearance, quality, or brilliance possessed by genuine diamonds and are not of any better grade or quality than ordinary cheap imitations.

PAR. 4. Another and typical act and practice engaged in by the respondents in falsely representing their products and the terms and conditions under which said products are sold is the use of a purported coupon in their various advertising disseminated as aforesaid containing statements and representations with reference to the various conditions of the offer of sale. Among and typical of such statements and representations are the following:

SPECIAL

This certificate and 59¢ entitles the bearer to one of our genuine indestructible \$3.00 vacuum filler sackless fountain pens. Introductory offer. This pen will be \$3.00 after sale. Limit 3 pens to each customer.

This certificate is worth \$4.41. This coupon and only 59¢ entitles bearer to one of our regular \$5.00 cross necklaces. Limit 2 to a coupon. This offer made possible by the manufacturer. Limited supply for this special sale.

This coupon is worth \$3.02. This coupon and \$1.98 entitles the bearer to one of our regular \$5.00 Electro Heat Kwick hot water disc as above described. Lim-

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ited Supply at Introductory Price. Through special arrangement with the manufacturer we are able to offer for 2 days only a special advertising discount of \$3.02 on each Electro Heat Kwick nationally advertised at \$5.00. Note—due to limited supply only one to each coupon.

By means of the above representations and others similar thereto not specifically set out herein, the respondents represent both directly and indirectly that the customary and usual retail prices at which their various products are offered for sale and sold are greatly in excess of the retail prices at which they are offered for sale and sold under the terms and conditions as set out in said advertisements; that the certificate or coupon referred to is actually worth \$4.41, \$3.02, or \$2.41 when offered as part payment of the purchase price of any specified article. By the same means the respondents represent that they are conducting a special or introductory offer and that the supply is limited to one, two, or three articles to each customer as specified in the advertisement.

In truth and in fact, the prices represented by the respondents as the customary retail prices of their products are, in fact, fictitious and greatly in excess of the prices at which said products are customarily offered for sale and sold by the respondents in the normal course of business. The respondents are not conducting an introductory or special offer and the certificate or coupon referred to in said advertisements does not have the value of \$4.41, \$3.02, or \$2.41 as therein specified and do not have any value whatsoever as the price charged by the respondents in addition to the certificate or coupon is the regular customary prices at which respondents sell their products in the usual course of business. The respondents do not limit the number of articles which may be purchased by any customer but sell as many of such articles as the purchaser is willing to buy.

PAR. 5. Another and typical act and practice engaged in by the respondents in falsely representing their products are representations and statements made with reference to certain hot water heaters sold and distributed by the respondents known as Electro Heat Kwick Heaters. Typical of this practice is the use in their various advertisements disseminated as aforesaid of the statement: "Underwriters Laboratories seal of approval on the 8 ft. cord of every Electro Heat Kwick" and, in addition, the use of the insignia or seal bearing the words "Automotive Test Laboratories of America tested and approved Atla."

By this means the purchaser or prospective purchaser is led to believe that the entire electric hot water heater has been approved by the Underwriters Laboratory when, in truth and in fact, only the cord used for attaching respondents' heater to an electric outlet has

been approved by the Underwriters. By the use of the seal of the Automotive Test Laboratories of America the respondents represent that said product has been tested and approved by a duly qualified testing laboratory having facilities to make such tests and that a certificate of merit has been issued by such laboratory approving said product as being safe, sanitary, and speedy in action. In truth and in fact, the Automotive Test Laboratories of America has no official standing and lacks the facilities or laboratory necessary to make efficient tests of such a device. Furthermore, said product has been found to be unsafe for use by attaching to the ordinary household socket.

PAR. 6. The use by the respondents of the aforesaid acts and practices has had, and now has, a capacity and tendency to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that all of said representations are true and that the respondents have truthfully represented the quality, material, construction, durability, and other characteristics of their various products and the prices at which said products are sold. On account of this erroneous and mistaken belief a number of the purchasing public have been induced to purchase respondents' products.

CONCLUSION

The aforesaid acts and practices of the respondents as herein found are all to the prejudice and injury of the public and constitute unfair and deceptive acts and practices in commerce within the intent and meaning of the Federal Trade Commission Act.

ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondents, in which answer respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that said respondents have violated the provisions of the Federal Trade Commission Act.

It is ordered, That the respondents, Robert H. Benson and Emma Benson, individually and as copartners trading as Benson Specialty Co., their representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of pens, jewelry, electric water heaters, or

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other products in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing as the customary or regular price or value of respondents' products 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.

2. Representing that the price at which respondents offer for sale and sell their various products constitutes a discount to the purchaser or is a special or introductory price when in fact such price is the usual and customary price at which the respondents sell such products in the normal and usual course of business.

3. Representing that any articles of merchandise customarily and regularly sold in connection with the use of any purported certificate or other similar device have any value in excess of the actual money price required to be paid.

4. Representing that any coupon or similar device has any monetary value in the purchase of an article which is customarily or regularly sold by the respondents with or without such coupon or similar device at the price required to be paid.

5. Representing that the fountain pens sold and distributed by respondents will last a lifetime, will never need repair, are unbreakable, or that such pens are "guaranteed."

6. Representing that respondents' necklaces can be worn a lifetime or any appreciable period of time and remain free from tarnish, loss of brilliancy, or loss of stones; or representing that such necklaces are set with "facsimile" diamonds or representing, by the use of any other language, that the settings in such necklaces are other than imitation stones.

7. Representing that the rings and necklaces sold and distributed by the respondents are 14 carat gold or silver or that they contain any substantial amount of gold or silver when such is not the fact.

8. Representing that respondents' electric hot water heaters or other products have been tested in any specific respect unless and until such products have actually been tested and approved by a duly qualified testing laboratory having the facilities necessary to make such tests.

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

Syllabus

IN THE MATTER OF

WILLARD C. McAHREN AND MAUDE B. McAHREN, TRADING AS PURITY PRODUCTS COMPANY, AND LONDON & WARNER COMPANY

COMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914

Docket 3847. Complaint, July 13, 1939—Decision, Nov. 15, 1939

Where two individuals engaged in distribution and sale, under name "Wheatol," of certain drug by them claimed to contain vitamin E, to members of purchasing public in various States and in the District of Columbia; in advertisements which they disseminated through the mails and through circulars and other printed matter distributed in commerce among the various States, and through other means, and which were intended and likely to induce purchase of said "Wheatol"—

- (a) Represented, directly and by implications, that impairment of youthful vigor, vitality, and general well-being in males up to and considerably over 50 years of age was due to an inadequate supply of vitamin E and could be averted or delayed by the use of "Wheatol" as source of vitamin E; and
- (b) Represented that vitamin E had a direct effect upon the organs of reproduction and their functioning and that the absence, loss, or impairment of sexual desire, fertility, or vigor in both sexes, and, in the female, inability to bear children successfully after conception, were due to a deficiency of Vitamin E, and that such conditions would be corrected by use of said "Wheatol";

Facts being advancing years in the male result in a gradual impairment of youthful physical vigor, vitality, and general condition, such impairment is not due to deficiency of vitamin E and cannot be averted or delayed by use thereof or of "Wheatol," inability aforesaid in women is usually due to pathological conditions and anatomical abnormalities and not to deficiency in vitamin E, and such inability will not be remedied or corrected by use of "Wheatol," except in cases of rare occurrence where such inability may be due to deficiency of vitamin E of degree no greater than is susceptible of replacement by vitamin E content of said "Wheatol," existence of deficiency in such vitamin cannot be determined by layman solely from objective symptoms, but only by physicians after consideration of many factors, of which such symptoms are but one, and in other respects ailments and conditions aforesaid would not be corrected through use of said preparation or drug, which will not render potent or fertile those who are not;

With effect of misleading and deceiving substantial portion of purchasing public into erroneous and mistaken belief that such false statements, representations, and claims were true, and that said preparation possessed properties claimed and represented and would accomplish results indicated, and of causing such portion of said public, because of such belief, to purchase substantial quantities thereof: