

IN THE MATTER OF
GIMBEL BROTHERS, INC., AND MORRIS KAPLAN
& SON, INC.

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

Docket 3364. Complaint, Mar. 28, 1938—Decision, Dec. 29, 1939

Where a corporation engaged in the operation of a department store from which it sold wools, woolens, and mixtures of wool, and rayon and cotton and other materials used in making of women's coats, dresses and suits, to members of purchasing public in the various States and in the District of Columbia, in substantial competition with others engaged in sale and distribution of wools, mixtures, and other materials used as above set forth—

Represented and described as "woolens" and "luxurious woolens" certain joblot of fabrics which consisted, as case might be, of all wool, wool and rayon, wool, rayon and cotton, and wool and cotton, and which, consisting of mill ends purchased at different times from various manufacturers and sold to said department store "as is" by vendor wholesaler and jobber of woolens, dress goods and pile fabrics, and known to trade as "experimental pieces," were mostly labeled "as are," and thereby represented to members of purchasing public that such fabrics were woolen fabrics and composed solely of wool;

Notwithstanding fact very large part of dress goods thus advertised and sold were composed largely of cotton and rayon, tests made thereon by National Bureau of Standards and others showed proportions of wool falling far short of minimum of 95 percent by weight of total fiber content, requiring, under standards promulgated by said Bureau, accompaniment, as therein set forth, of word "wool" with figure stating guaranteed percentage thereof, in as visible and distinct style as label word "wool," "woolen," or "worsted," and dress goods in question, in very large part, could not truthfully be advertised as "wool" or "woolens";

With tendency and capacity, through word's unqualified use as aforesaid, to mislead and deceive public into belief that said dress goods or cloth were composed entirely of wool, or fleece of sheep, as long definitely and specifically understood by manufacturers, retailers and consuming public generally, from words "wool" or "woolen," and, as such, held in high esteem in products made thereof for preeminent qualities and for warmth, durability and beauty of fabrics made therefrom, and preferred over other fiber admixtures by public, which, relying chiefly on seller representations for fabric wool content, cannot generally distinguish admixture from wholly wool product, and thereby cause members of public to purchase such fabrics, in aforesaid erroneous belief, as wool wholly, and not mixtures of wool and cotton, or wool, rayon and cotton, or wool and rayon, or wool and any other material, and divert trade unfairly to said store from competitors, of whom many do not misrepresent nature, character or content of fabrics offered by them, and of whom some, possessing, in common with many leading department stores and store herein concerned,

own bureaus of standards, in which tests can be made to ascertain wool content of merchandise offered, do make such tests and hold responsible individual buyer for truthfulness of advertising of goods purchased by him and offered for resale by store; to definite injury of trade of competitors who truthfully disclose mixture of fibers other than wool in their fabrics:

Held, That such acts and practices, under the circumstances set forth, were all to the prejudice and injury of the public and competitors, and constituted unfair methods of competition.

Before *Mr. John J. Keenan*, trial examiner.

Mr. Merle P. Lyon for the Commission.

Chadbourn, Wallace, Parke & Whiteside, of New York City, for Gimbel Brothers, Inc.

Guzik & Watsky of New York City, for Morris Kaplan & Son, Inc.

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 Gimbel Brothers, Inc., a corporation, and Morris Kaplan & Son, Inc., a corporation, 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 interest, hereby issues its complaint, stating its charges in that respect as follows:

PARAGRAPH 1. The said respondent Gimbel Brothers, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the State of New York, with its principal office and place of business located at Broadway and 33rd Street, in the city of New York and State of New York. Said respondent is now, and for many years last past has been, engaged in the business of operating a chain of department stores, and from its New York City store sells goods, wares, and merchandise to customers located in the various States of the United States and in the District of Columbia. It causes, and during the time above mentioned has caused, its said goods, when sold, to be shipped from its place of business in New York to the purchasers thereof located in the various States of the United States other than the State of New York. There is now, and, at all times mentioned herein, has been, a course of trade and commerce by said respondent Gimbel Brothers, Inc., in said goods, so sold by it, between and among the various States of the United States, and said respondent is now, and at all times mentioned herein, has been in substantial competition with other corporations, and with other persons, firms, and partnerships, engaged in the sale of goods, wares, and merchandise in commerce between and among

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the various States of the United States and in the District of Columbia.

PAR. 2. The respondent, Morris Kaplan & Son, Inc., is a corporation likewise organized, existing, and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 222 West 39th Street, in the city of New York and State of New York. Said respondent is now, and for many years last past has been, engaged in the wholesaling and jobbing of woolens, dress goods, and pile fabrics, which it purchases from various manufacturers throughout the United States. From its New York City office said respondent sells said woolens, dress goods, and pile fabrics to department stores and other retailers of said goods located in various States of the United States and in the District of Columbia. It causes, and during the time above mentioned has caused, its said goods, when sold, to be shipped from its place of business in New York, to the purchasers thereof located in the various States of the United States other than the State of New York. There is now, and, at all times mentioned herein, has been, a course of trade and commerce by said respondent, Morris Kaplan & Son, Inc., in said goods, so sold by it, between and among the various States of the United States; and said respondent is now, and at all times mentioned herein, has been, in substantial competition with other corporations, and with other persons, firms, and partnerships engaged in the wholesaling and jobbing of woolens, dress goods, and pile fabrics in commerce between and among the various States of the United States and in the District of Columbia.

PAR. 3. In the course and conduct of its business as described in Paragraph 1 herein, the respondent Gimbel Brothers, Inc., in soliciting the sale of and selling certain of its goods, wares, and merchandise to the general public, caused to be published in daily newspapers in the city of New York and having an interstate circulation certain advertisements containing headlines as follows:

Gimbels Offers 10,000 Yards

\$2.49 to \$4.95 Spring

WOOLENS

Sample Pieces from the Wyandotte Mills!

Kauffman Tweeds!

\$1.44 Yard.

Gimbels

*Fabrics for Which Women Search the City
and Rarely Find—Except at Prohibitive Prices!*

Superb \$2.49 to \$4.95 Spring

WOOLENS

Sample Pieces from the Wyandotte Mills! Kauffman Tweeds!

\$1.44 Yd.

Said advertisements further contained the following representations:

Here are fabrics that go into custom-made suits, coats, and frocks—into clothes tagged with the label of some exclusive Madison Avenue shop. Few of us can afford those clothes. *But Almost Everyone Can Afford these Fabrics at Gimbels Price.* You will find everything from the most feathery of woollens to the heaviest—in greys ranging from almost imperceptible mist to deepest fog; almost every blue under the sun; almost every rose that ever bloomed; beiges; greens; off shades; black.

On the second floor in respondent's New York store at Broadway and 33rd Street signs were displayed which read as follows:

Sensational Sale!

Luxurious Woollens \$1.44 Yd.

Usually \$2.49 to \$4.95 Yd.

Sale—Luxury Woollens

\$1.44 Yard

Usually \$2.49 to \$4.95

54" Wide

The foregoing statements and representations made by the respondent Gimbel Brothers, Inc. as in this paragraph set out, serve as representations to members of the purchasing public that such products so advertised and offered for sale were, and are, woollen products. The representations hereinabove set forth are, and were, false and misleading in that said products or the majority of them so represented, designated and referred to, were not, and are not 100 percent wool or all wool or composed chiefly or entirely of wool, but were and are mixtures of wool, cotton and rayon, or mixtures of wool and rayon, or mixtures of wool and cotton, or mixtures of wool and fiber composition.

PAR. 4. The word "wool" or "woollen" for many years last past has had, and still has, in the minds of garment manufacturers, jobbers, retailers, and the consuming public generally a definite and specific meaning, to wit, the fleece or hair obtained from sheep. Woollen products for many years have held, and still hold, great public esteem and confidence for their preeminent qualities, and have been woven into a variety of fabrics noted for their qualities of warmth, durability, and beauty. Dress goods and other items of wearing apparel designated, described, and referred to as "woolen" have been for a long time, and at the present time still are, associated in the public mind with the fabric made from the hair or fleece of

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sheep commonly known and understood by the public generally as "wool."

The word "woolen" when used by respondents as herein detailed without qualification as to the material from which dress goods or cloth are composed has the tendency and capacity to mislead and deceive the public into believing that such dress goods or cloth are composed chiefly or entirely of wool, and that they are not mixtures of wool and cotton, or wool, rayon and cotton, or of wool and rayon or of wool and any other material.

PAR. 5. In the course and conduct of its jobbing business as described in paragraph 2 herein, the respondent Morris Kaplan & Son, Inc., purchased at various times from various manufacturers located in States of the United States other than the State of New York, certain dress goods or fabrics known to the trade as "mill ends," the majority of which was composed of mixtures of wool, cotton, and rayon, or wool and rayon, or wool and cotton in varying proportions. In the further course of its said jobbing business, said respondent Morris Kaplan & Son, Inc. solicited the sale of and sold to the respondent Gimbel Brothers, Inc., 7,150 yards of said goods at a price of \$1 a yard, representing said goods to be "woolens," although said respondent Morris Kaplan & Son, Inc. well knew or had reason to know that said goods were not in fact woolens or composed entirely or even principally of wool.

PAR. 6. Respondent Gimbel Brothers, Inc., having purchased from respondent Morris Kaplan & Son, Inc. the 7,150 yards of dress goods designated as "woolens" in the manner and under the circumstances as described in paragraph 5 hereof, thereupon proceeded to retail them to the general public through its New York store at 33rd Street and Broadway, and solicited the sale thereof to the purchasing public by means of newspaper advertising and otherwise as more particularly described in paragraph 3 of this complaint, and did sell substantial quantities thereof by individual sales to purchasers residing in States of the United States other than the State of New York.

PAR. 7. In purchasing said 7,150 yards of dress goods as hereinbefore described at the bargain low price of \$1 per yard from respondent Morris Kaplan & Son, Inc., the said respondent Gimbel Brothers, Inc. knew, or had reason to know, or should have known, that said dress goods were not wool or woolen goods, or composed chiefly or entirely of wool, and could not truthfully be represented to the purchasing public as "woolens." Under the terms and conditions contained in the written order under which said respondent Gimbel Brothers, Inc. purchased said goods, it reserved the right and privilege of testing said merchandise and of cancelling the order and

returning said goods if the merchandise was found not to be as represented. Nevertheless, said respondent, either with full knowledge that said goods were not woolens or woolen goods, or with negligent, careless, and reckless neglect of its duty to test said products or inquire into their composition, wilfully, negligently, and fraudulently failed and neglected to ascertain the true composition and character of said goods, by inquiry, examination, test or otherwise, and advertised said goods to the general public in unqualified terms as "woolens."

PAR. 8. Among the competitors of the respondents there are corporations, individuals, firms, and partnerships engaged in the business of operating department stores, selling goods, wares, and merchandise or wholesaling and jobbing woolens, dress goods and pile fabrics, who do not misrepresent the composition, quality and materials of goods offered for sale by them.

PAR. 9. The use by respondents of the representations set forth herein have had and now have the capacity and tendency to mislead and deceive a substantial portion of the purchasing public into the erroneous belief that such representations were and are true and to cause them to purchase said products as a result of such erroneous beliefs engendered as above set forth. The use by respondents of the representations aforesaid has unfairly diverted and does unfairly divert trade in said commerce to the respondents from those of their said competitors who do not use such deceptive practices and methods. Thereby injury is being, and has been, done by respondents to competition in commerce among and between the various States of the United States.

PAR. 10. The aforesaid acts, practices and representations of the respondents as herein alleged are all to the prejudice of the public and constitute unfair methods of competition 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 March 28, 1938, issued and served its complaint in this proceeding upon the respondents, Gimbel Brothers, Inc., a corporation, and Morris Kaplan & Son, Inc., a corporation, charging them with the use of unfair methods of competition in commerce in violation of the provisions of said act. After the issuance of said complaint and the filing of respondents' answers thereto, testimony and other evidence in support of the allegations of the complaint were introduced by Merle P. Lyon,

attorney for the Commission, and in opposition to the allegations of complaint by Horace G. Hitchcock and Watson T. Southworth of Chadbourne, Wallace, Parke and Whiteside of New York City, N. Y., on behalf of respondent Gimbel Brothers, Inc., and Leo Guzik of Guzik and Watsky, New York City, N. Y., on behalf of respondent Morris Kaplan & Son, Inc., before John J. Keenan, a duly appointed trial examiner of the Commission, designated by it to receive such testimony and evidence, and said testimony and other evidence were duly recorded and filed in the office of the Commission. Thereafter, the proceedings regularly came on for final hearing before the Commission on the said complaint, the answers thereto, the testimony and other evidence and briefs in support of the complaint and in opposition thereto (no oral argument having been requested or made). 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. The respondent Morris Kaplan & Son, Inc., is a New York corporation engaged in the wholesaling and jobbing of woolens, dress goods, and pile fabrics with its office and principal place of business located at 222 West Thirty-ninth Street, in the city of New York, State of New York. Said respondent sold to the respondent Gimbel Brothers, Inc., on or about March 1, 1938, 7,150 yards of certain dress goods or fabrics known as "Mill ends" purchased by it at different times from various manufacturers, a large part of which were composed of mixtures of wool, cotton and rayon in varying proportions at a price of \$1 per yard. The sale of said goods was made "as is" and consisted of "sample pieces" and "experimental pieces." The goods involved in this case were purchased by the buyer of Gimbel Brothers, Inc., after inspection at the place of business of the respondent Morris Kaplan & Son, Inc., and were then shipped to the New York store of Gimbel Brothers, Inc., and said shipment was not in interstate commerce. The respondent Morris Kaplan & Son, Inc., retained no control of said goods after the sale and delivery to Gimbel Brothers, Inc., and made no representation to the general public in connection with the retail sale thereof.

PAR. 2. Respondent Gimbel Brothers, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its principal office and place

of business located at Broadway and Thirty-third Street, in the city of New York, and State of New York. It is now, and for many years last past has been, engaged in the business of operating a department store, from which it sells wools, woolens, and mixtures of wool, and rayon and cotton and other materials used in the making of women's coats, dresses and suits. Respondent causes, and at all times herein mentioned has caused, its said merchandise, including the products herein involved, to be sold and distributed to members of the purchasing public located in the various States of the United States and in the District of Columbia. It causes, and during the times herein mentioned has caused, its said merchandise when sold to be transported from its place of business in the city of New York, State of New York, to purchasers located in various States of the United States and in the District of Columbia. Respondent is now, and has been for many years last past, in substantial competition in commerce among and between the various States of the United States and the District of Columbia, with other corporations and with individuals, firms, and partnerships engaged in the sale and distribution of wools, and mixtures of wool, rayon and cotton and other materials used in the making of women's coats, dresses, and suits.

PAR. 3. Respondent Gimbel Brothers, Inc., in the course and conduct of its business, as set out in paragraph 2 hereof, in soliciting the sale of and selling certain fabrics for use in the making of women's coats, dresses and suits, has caused advertisements to be published in newspapers of general circulation in various States of the United States in which advertisements said respondent represented and described as "woolens" and "luxurious woolens," a certain job-lot of fabrics, consisting of some pieces of all wool, some composed of wool and rayon, some composed of wool, rayon and cotton and others composed of wool and cotton. The said fabrics purchased from Morris Kaplan & Son, Inc., are known to the trade as "experimental pieces," and were at the time of purchase by respondent Gimbel Brothers, Inc., for the most part labeled "as are." Said fabrics were represented and described by Gimbel Brothers, Inc., as "woolens."

PAR. 4. The words "wool" or "woolen" for many years last past have had, and still have, in the minds of the manufacturers, retailers and the consuming public generally, a definite and specific meaning, to wit: the fleece or hair obtained from sheep. Woolen or wool products for many years have held, and still hold, great public esteem and confidence for their preeminent qualities and have been woven into a variety of fabrics noted for their quality of warmth, durability,

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and beauty. Dress, suit and coat fabrics for wearing apparel represented, designated, described, and referred to as "wool" or "woolens" have been for a long time, and at the present time still are, associated in the public mind with a fabric entirely made from the hair or fleece of sheep. There is a public preference for wool fabrics over mixtures of wool and other fibers, and the public is more likely to purchase fabrics advertised as "wool" or "woolens" than fabrics advertised as mixtures of wool and other fibers, if the prices are comparable. The public is generally unable to distinguish all-wool fabrics from fabrics containing mixtures of wool and other fibers and relies chiefly on the representations of the seller as to the wool content of fabrics.

The word "woolens" when used by respondent Gimbel Brothers, Inc., in the advertisement of the dress goods, or cloth purchased from Morris Kaplan & Son, Inc., as aforesaid, without qualification as to the materials from which said dress goods or cloth are composed has the tendency and capacity to mislead and deceive the public into believing that such dress goods or cloth are composed entirely of wool, and that they are not mixtures of wool and cotton, or wool, rayon, and cotton, or of wool and rayon or of wool and any other material. The use by respondent of such statements, representations and designations of the fabrics offered for sale by it, has the capacity and tendency to cause members of the public to purchase such fabrics in the erroneous belief that such goods were wholly of wool.

PAR. 5. The fabric advertised, represented and described by respondent Gimbel Brothers, Inc., as "woolens," as set out in paragraph 3 hereof, were not composed wholly of wool; a large percentage of same were composed of wool and rayon or wool, rayon, and cotton, or wool and cotton. The use by the respondent of such representations, statements, descriptions, and designations of said fabrics serve as representations to members of the purchasing public that such fabrics were "woolen" fabrics and were composed solely of wool.

Three separate and independent tests were made of the wool content of the merchandise involved in this proceeding, one by the National Bureau of Standards, Washington, D. C., a second by the Industrial By-Products and Research Corporation, acting as Gimbel's Bureau of Standards and the third by the Forstmann Woolen Co. The tests performed by the National Bureau of Standards were made on 10 pieces of cloth selected at random from the specific lot involved in this proceeding which was on sale at the New York store of respondent, Gimbel Brothers, Inc. Said tests showed that of these 10 pieces, only 4 were all wool, and the other 6 were composed in

large part of cotton and rayon in quantities varying from 65 percent to 75 percent. The tests, both microscopic and chemical, made by the Chief Chemist of the Forstmann Woolen Co. on 3 pieces of cloth chosen also at random showed that their wool content was only 30 percent, 34 percent, and 60 percent respectively. The tests made by the respondent, Gimbel Brothers, Inc., through its own Bureau of Standards, the Industrial By-Products and Research Corporation, showed that only 7 out of 12 pieces tested were all wool. The other 5 pieces contained from 31.1 percent rayon to 66.2 percent cotton and rayon.

It is established by the record in this case, and the Commission so finds, that a very large part of the dress goods advertised and sold by the respondent Gimbel Brothers, Inc., at this special sale in March 1938 were composed largely of cotton and rayon, and could not truthfully be advertised as "wool" or "woolens."

Commercial Standard CS 65-38 for wool and part wool fabrics, promulgated by the National Bureau of Standards, provides that the terms "wool," "woolens," or "worsted," when utilized in labeling or otherwise referring to fabrics of which the wool-fiber content is less than 95 percent by weight of the total fiber content, shall be preceded by a figure indicating the guaranteed minimum percentage of wool fiber. The figure stating the guaranteed percentage of wool shall be as visible, legible, clear, and distinct as the label word "wool," "woolen," or "worsted."

PAR. 6. There are among the competitors of respondent Gimbel Brothers, Inc., as mentioned in paragraph 2 hereof many who do not misrepresent the nature, character, or content of the fabrics offered for sale by them. In a special sale of similar merchandise offered by a competitor of the respondent Gimbel Brothers, Inc., at approximately the same date, the goods were truthfully represented as "Spring Woolens and Mixtures of Wool and Rayon." Many leading department stores, including the respondent, Gimbel Brothers, Inc., have their own Bureaus of Standards, in which tests can be made to ascertain the wool content of merchandise offered for sale. Some competitors of respondent, Gimbel Brothers, Inc., do make such tests, and hold the individual buyer responsible for the truthfulness of the advertising of the goods purchased by him and offered for resale by the store.

The statements, representations, descriptions, and designations made by respondent, Gimbel Brothers, Inc., as set out in paragraph 3 hereof, have the capacity and tendency to divert trade unfairly to respondent from said competitors. The advertising representations of respondent Gimbel Brothers, Inc., as heretofore set forth are

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therefore definitely injurious to the trade of competitors who truthfully disclose the admixture of fibers other than wool in the fabrics offered for sale by them.

CONCLUSION

The acts and practices of the respondent Gimbel Brothers, Inc., as herein found, are all to the prejudice and injury of the public and of said respondent's competitors and constitute unfair methods of competition in commerce within the intent and meaning of the provisions 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, the answers of the respondents, testimony and other evidence taken before John J. Keenan, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, and briefs of counsel for the Commission and counsel for the respondents, and the Commission having made its findings as to the facts and its conclusion that the respondent Gimbel Brothers, Inc., a corporation, has violated the provisions of the Federal Trade Commission Act.

It is ordered, That the respondent Gimbel Brothers, Inc., its officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of textile fabrics in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the word "wool," or "woolens" or any other word or term descriptive of wool, to describe, designate or in any way refer to any fabric or product which is not composed wholly of wool; *Provided, however*, That in the case of fabrics or products composed in part of wool and in part of other fibers such words may be used as descriptive of the wool content if there is used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully describing and designating each constituent fiber or material thereof in the order of its predominance by weight, beginning with the largest single constituent, and provided further that if any particular fiber in said fabrics or products is not present in a substantial amount by weight, the percentage in which such fiber is present shall then be specifically disclosed.

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2. Representing in any manner whatsoever that fabrics or products offered for sale or sold by it contain wool in greater quantity, percentage, or degree than is actually the case.

It is further ordered, That the respondent Gimbel Brothers, Inc., shall, within 60 days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

It is further ordered, That the complaint be dismissed as to the respondent Morris Kaplan & Son, Inc., a corporation.

IN THE MATTER OF
MILTON MEYER, DOING BUSINESS AS MILTON PRODUCTS
COMPANY

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

Docket 3825. Complaint, June 17, 1939—Decision, Dec. 29, 1939

Where an individual engaged in sale of books on various subjects, including the playing of various musical instruments, ventriloquism, hypnotism, fortune telling, crystal gazing, mind reading, and the interpretation of dreams, and of watches, optical goods, skeleton keys, and a large number of other articles of various sorts and kinds, to purchasers in other States and in the District of Columbia; in listing and describing various articles sold and distributed by him in catalog containing some 2,000 items and distributed by the mails and otherwise to purchasers and prospective purchasers in various States and in said District—

- (a) Represented that through his said books of instruction one could learn to play various musical instruments quickly without personal instruction, tedious practice, or any knowledge of music, through such statements as "Learn to play the piano by easy method at home," "Play Hawaiian or steel guitar in five minutes," "The famous five minute courses," etc., facts being it is impossible to gain, by the use of his said books, the ability "to play," in the generally accepted sense of the word, the piano, Hawaiian or steel guitar, ukelele, or instruments covered in such "famous five minute courses";
- (b) Represented that through his said books of instruction in hypnotism, purchaser would acquire a power which would enable him to assert influence over those with whom he came in contact, direct affairs of others, increase his own self respect, will power, ambition, and magnetism of his personality, and be enabled to cure bad habits in others, including tobacco, morphine, and drug habits, facts being books in question would not give one such power as above described;
- (c) Represented that through said books of instruction in ventriloquism, fortune telling, crystal gazing, and mind reading, purchaser might become proficient therein, facts being use of said books would not enable purchaser to tell fortunes, foretell future events, read minds of others, or interpret or correctly define the meaning of dreams;
- (d) Represented that certain telescopes offered by him were of fine quality and were of 2½ power, and that the cases of certain watches were guaranteed gold finished and would never tarnish and had exclusive features, facts being said various representations were false; and
- (e) Represented that product "U-Kan-Plate" would give worn-down pieces a brilliant coating of silver, and that his skeleton keys would open all sorts of doors, facts being former would not result in articles upon which used being "silver plated" in generally accepted meaning of term, and any coating deposited would be readily and quickly removed in ordinary usage, and keys sold and distributed and thus referred to would be effective only upon locks of simplest and cheapest construction;