

Syllabus

IN THE MATTER OF

ARTHUR A. GACHE, MORTON GACHE, AND IRVING
GREENWOOD TRADING AS ENCYCLOPEDIA EDUCA-
TIONAL SERVICE

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

Docket 5513. Complaint, Oct. 14, 1947—Decision, Feb. 11, 1949

Where two individuals engaged in the competitive interstate sale and distribution of a set of reference books in 20 volumes designated as the "Standard American Encyclopedia"; in advertising in newspapers, letters, leaflets, and other advertising material—

- (a) Falsely represented and implied that said reference books ranked in quality, merit, authority, completeness, and general excellence with the largest, finest, and most complete encyclopedias in the world; were famous throughout the world and entitled to be classed among the world's great encyclopedias; and constituted one of America's most remarkable encyclopedias;
- (b) Falsely represented and implied that the books contained authoritative, complete, and up-to-date information on all subjects in every field of knowledge;
- (c) Falsely represented that they offered said books to the general public at a price that was only a small fraction of their actual value, and that said value equaled or exceeded that of similar reference books that were sold regularly by their competitors at prices several times greater;
- (d) Falsely represented that the quality of the paper and printing used in their said books was superior to that used in similar books sold by their competitors, and that the books had a lifetime binding;
- (e) Falsely represented that volume 1 of their said encyclopedia constituted a "gift offer," and "amazing gift offer," or "sensational gift offer," and was being given away free and without cost to the recipient thereof, or profit to them;
- (f) Falsely represented that the remaining 19 volumes were offered at a "special low price" or at "an amazingly low price" which constituted a "new sensational offer," "almost a gift" or "practically a gift"; the facts being that they were sold at the customary prices obtained for such a product;
- (g) Falsely represented that the offer made in connection with the sale of their said encyclopedias was limited, made for a limited time only, and might be withdrawn at any time;
- (h) Falsely represented, directly and by implication, through use of the word "Service" in their trade name, that they were engaged in, or that their business comprehended and included, the furnishing of an educational service, to purchasers and users of their said encyclopedias, affording current information on the subjects generally covered by such reference books;

The facts being the only such service they supplied was that of supplying sets to the public on an installment basis, and rendering a current service from time to time which supplemented said books; and

- (i) Falsely represented in certain of their advertising material that they at times had supplied newspapers and magazines with surveys which showed

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the responsiveness of readers; when in fact they made no surveys whatsoever, but were engaged in the sale of books by mail order;

With effect of misleading and deceiving a substantial portion of the purchasing public, and thereby inducing its purchase of substantial quantities of their said books, and of diverting trade to themselves from their competitors who did not so misrepresent their reference books; and with capacity and tendency so to mislead and deceive; to the serious injury of competition in commerce:

Held, That such acts and practices were all to the prejudice of the public, and constituted unfair methods of competition in commerce, and unfair and deceptive acts and practices therein.

Before *Mr. Abner E. Lipscomb*, trial examiner.

Mr. Jesse D. Kash for the Commission.

Mr. Raphael P. Russakow, of Roosevelt, N. Y., for Arthur A. Gache and Morton Gache.

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 Arthur A. Gache, Morton Gache, and Irving Greenwood, individually and as copartners, trading as Encyclopedia Educational Service, hereinafter referred to as respondents, have violated the provisions of 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. Said respondents are copartners trading as Encyclopedia Educational Service, and have their principal office and place of business at 13-15 South Grand Avenue, Baldwin, Long Island, N. Y.

PAR. 2. For several years past, respondents have been engaged in the sale and distribution of reference books, consisting of approximately 20 volumes and designated as the "Standard American Encyclopedia," to the purchasers and users thereof located in the various States of the United States and in the District of Columbia.

Respondents have caused said reference books, when so sold, to be transported from their principal place of business in Baldwin, Long Island, N. Y., or from respondent's other places of business within the State of New York, to the purchasers and users thereof located in the various States of the United States other than in the State of New York, and in the District of Columbia. There has been a course of trade and commerce by said respondents in such reference books between and among the States of the United States and in the District of Columbia.

In the course and conduct of their business, respondents have been engaged in direct and substantial competition with various corpora-

tions, partnerships, and individuals likewise engaged in the sale and distribution of such reference books 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 their business and for the purpose of inducing the purchase of their said reference books by the general public, respondents have disseminated and caused the dissemination throughout the various States of the United States of newspaper advertisements, letters, leaflets, and other advertising material which contain statements and representations of which the following are typical:

One of the world's authoritative encyclopedias.

* * *

One of the most remarkable of America's reference encyclopedias.

* * *

One of the World's finest * * * World famous.

* * *

One of the world's great encyclopedias.

* * *

Authoritative! Complete! Up-to-the-Minute!

Top-notch experts have covered every field of knowledge * *

NEW SENSATIONAL OFFER TO READERS—FOR A LIMITED TIME

ONLY!

288-Page Deluxe Encyclopedia Volume Yours for only 10¢. X X

Amazing Gift Offer. X X Sensational Gift Offer.

19 More DeLux Volumes—Amazingly Low Priced. X X Gift Offer X X

Special Low Price. X X Almost a Gift. X X Practically a Gift.

These are truly pride-awakening books, which America's mentally awake families—particularly at this trifling price—are proud to own.

The value of these volumes is far higher than the incredibly low price you pay.

Compare these large volumes with other encyclopedia sets now selling for three times as much.

Note the special heavy end papers, the quality of the papers and printing. You will not find these features in ordinary books—that add dollars of value to our gift to you.

Richly bound in maroon simulated leather lifetime binding.

PAR. 4. Through the use of the foregoing statements and others similar thereto but not specifically set forth herein, respondents represent and imply:

That their said reference books, designated as Standard American Encyclopedia, rank in quality, merit, authority, completeness, and general excellence with the largest, finest, and most complete encyclopedias in the world; that said reference books are famous throughout the world, entitled to be classed among the world's great encyclopedias, and constitute one of America's most remarkable encyclopedias;

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That said reference books contain authoritative, complete, and up-to-date information on all subjects in every field of knowledge;

That respondents offer said reference books to prospective purchasers and the general public at a price that is only a small fraction of their actual value;

That the actual value of respondents' reference books equals or exceeds the value of similar reference books that are sold regularly by respondents' competitors at prices several times greater than the price charged by respondents for their reference books;

That the quality of the paper and printing used in the manufacture of respondents' reference books is superior to that used in the manufacture of similar reference books sold by respondents' competitors;

That volume I of respondents' Standard American Encyclopedia constitute a "Gift Offer," an "Amazing Gift Offer," or "Sensational Gift Offer"; that said volume is being given away free and without cost to the recipient thereof or profit to respondents;

That the remaining 19 volumes of the said Standard American Encyclopedia are offered at a "Special Low Price," or at an "Amazingly Low Price," that the offer constitutes a "New Sensational Offer"; that said 19 volumes are sold at a price so incredibly low as to constitute "Almost A Gift," or "Practically A Gift";

That the offer made in connection with the sale of their said encyclopedia is a limited offer, made for a limited time only, and that said offer may be withdrawn at any time;

That said encyclopedia is made with and has a lifetime binding.

PAR. 5. In truth and in fact, said representations and implications are false, deceptive, and misleading in the following aspects:

Respondents' said reference work entitled "Standard American Encyclopedia," is not, and cannot truthfully or accurately be described, designated, or classed respectively as "one of the world's authoritative encyclopedias," "one of the most remarkable of America's reference encyclopedias," "one of the world's finest," "world-famous," or as "one of the world's great encyclopedias."

Said reference books of respondents do not contain complete, authoritative, and up-to-date information on all subjects in every field of knowledge.

The price at which respondents offer their reference books to prospective purchasers and the general public is substantially more than a small fraction of their actual value.

The actual value of respondents' reference books does not equal or exceed the value of similar reference books that are sold regularly by respondents' competitors at prices several times greater than the price charged by respondents for their reference books.

The quality of the paper and printing used in the manufacture of respondents' reference books is not superior to that used in the manufacture of similar reference books sold by respondents' competitors, and respondents' said encyclopedia is not made with and does not have a lifetime binding.

Volume 1 of respondents' set is not given away free. Respondents' offer of said volume does not constitute a "Gift Offer," an "Amazing Gift Offer," or "Sensational Gift Offer." Said volume is not being given away free without cost to the recipient thereof, or without profit to respondents, and the remaining 19 volumes of said work are not sold at a price so incredibly low as to constitute "Almost A Gift" or "Practically A Gift." On the contrary said remaining volumes are sold at the usual and customary prices obtained for a product of its kind.

The offer made by respondents in connection with the sale of their said encyclopedia is not a limited offer, made for a limited time only, to be withdrawn at any time. On the contrary the supply of said books available to respondents is not and has not been limited as to quantity or in point of time, and respondents solicit and have continued to solicit the purchase of their books and to make sale and deliveries thereof over an extended period.

PAR. 6. The use of the term "Service" in respondents' trade name, "Encyclopedia Educational Service," is a representation directly and by implication that respondents are engaged in, or that their business comprehends and includes the furnishing of an educational service in connection with which they supply purchasers and users of their said encyclopedia a valuable educational service affording current information on the subjects generally covered by such reference books. Respondents further, in certain of their advertising material, have represented that their firm at times has supplied newspapers and magazines with surveys showing the responsiveness of their readers. Such representations are false and misleading. Encyclopedia Educational Service renders no educational service of any kind and has not made or furnished any surveys whatsoever. Respondents are engaged in the business of selling books by mail-order. The use by respondents of the word "Service" as a part of their trade name, "Encyclopedia Educational Service," constitutes within itself a false and misleading representation to the effect that respondents render an educational service and make and supply surveys, when such is not the fact.

PAR. 7. The acts and practices of respondents in using the foregoing false, deceptive, and misleading representations and implications have had the capacity and tendency to, and have misled and deceived a substantial portion of the purchasing public by creating the errone-

ous and mistaken belief that said representations and implications were true; and to cause a substantial number of the purchasing public, acting on such erroneous belief, to buy substantial quantities of respondents' reference books, thereby diverting trade to respondents from their competitors who do not misrepresent their reference books, their value, or the terms on which they are offered for sale to the public; and by such acts and practices, respondents have done serious injury to substantial competition in said commerce.

PAR. 8. The aforesaid acts and practices of respondents, as herein alleged, are all to the prejudice and injury of the public and of respondents' competitors, and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce within the meaning and intent 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 October 14, 1947, issued and subsequently served upon the respondents named in the caption hereof its complaint, charging said respondents with the use of unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce in violation of the provisions of that act. On November 14, 1947, the respondents filed their joint answer to said complaint. Subsequently, a trial examiner of the Commission was designated by it to take testimony and receive evidence in support of and in opposition to the allegations of the complaint, and on April 6, 1948, a hearing was convened in New York, N. Y., for this purpose. At this hearing there was placed on the record a stipulation of facts which had theretofore been agreed upon by counsel for the respondents and counsel in support of the complaint, and in said stipulation it was provided that the facts therein set forth constituted all the facts in this proceeding and that the Commission may, without further evidence, proceed upon said facts to make its report, stating its findings as to the facts, including inferences which it may draw from said stipulated facts and its conclusions based thereon and enter its order disposing of said proceeding.

Thereafter, this proceeding regularly came on for final hearing before the Commission upon the complaint, the answer thereto, the stipulation of facts and the respondents' exhibits in connection therewith, the recommended decision of the trial examiner and brief filed by counsel in support of the complaint (no brief having been filed by counsel for the respondents and oral argument not having been requested); 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. Arthur A. Gache and Morton Gache are copartners trading as Encyclopedia Educational Service, and have their principal place of business at 13-15 South Grand Avenue, Baldwin, Long Island, N. Y.

Respondent Irving Greenwood, named in the complaint, severed his connection with Encyclopedia Educational Service in 1945, and is no longer connected with said Encyclopedia Educational Service in any capacity.

PAR. 2. For several years past, respondents Arthur A. Gache and Morton Gache have been engaged in the sale and distribution of reference books, consisting of approximately 20 volumes and designated as the Standard American Encyclopedia, to the purchasers and users thereof located in the various States of the United States and in the District of Columbia.

Respondents have caused said reference books, when so sold, to be transported from their principal place of business in Baldwin, Long Island, N. Y., or from respondents' other places within the State of New York, to the purchasers and users thereof located in the various States of the United States other than the State of New York, and in the District of Columbia. There has been a course of trade and commerce by said respondents in such reference books between and among the States of the United States and in the District of Columbia.

In the course and conduct of their business, respondents have been engaged in direct and substantial competition with various corporations, partnerships, and individuals likewise engaged in the sale and distribution of such reference books 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 their business and for the purpose of inducing the purchase of their said reference books by the general public, respondents have disseminated and caused the dissemination throughout the various States of the United States of newspaper advertisements, letters, leaflets, and other advertising material which contain statements and representations of which the following are typical:

One of the world's authoritative encyclopedias.

One of the most remarkable of America's reference encyclopedias.

One of the world's finest * * * world famous.

One of the world's great encyclopedias.

Authoritative! Complete! Up-to-the-minute!

Top-notch experts have covered every field of knowledge.

NEW SENSATIONAL OFFER TO READERS—FOR A LIMITED TIME ONLY!

288-Page DeLuxe Encyclopedia Volume Yours for only 10¢.

Amazing Gift Offer. * * Sensational Gift Offer.

19 More DeLuxe Volumes—Amazingly Low Priced. * * Gift Offer * *

Special Low Price * * Almost a Gift * * Practically a Gift.

These are truly pride-awakening books, which America's mentally awake families—particularly at this trifling price—are proud to own.

The value of these volumes is far higher than the incredibly low price you pay.

Compare these large volumes with other encyclopedia sets now selling for three times as much.

Note the special heavy end papers, the quality of the papers and printing. You will not find these features in ordinary books—that add dollars of value to our gift to you.

Richly bound in maroon simulated leather life-time binding.

PAR. 4. Through the use of the foregoing statements and others similar thereto but not specifically set forth herein, respondents represent and imply:

That their said reference books, designated as Standard American Encyclopedia, rank in quality, merit, authority, completeness and general excellence with the largest, finest, and most complete encyclopedias in the world; that said reference books are famous throughout the world, entitled to be classed among the world's great encyclopedias, and constitute one of America's most remarkable encyclopedias;

That said reference books contain authoritative, complete, and up-to-date information on all subjects in every field of knowledge;

That respondents offer said reference books to prospective purchasers and the general public at a price that is only a small fraction of their actual value;

That the actual value of respondents' reference books equals or exceeds the value of similar reference books that are sold regularly by respondents' competitors at prices several times greater than the price charged by respondents for their reference books;

That the quality of the paper and printing used in the manufacture of respondents' reference books is superior to that used in the manufacture of similar reference books sold by respondents' competitors;

That volume I of respondents' Standard American Encyclopedia constitutes a "Gift Offer," an "Amazing Gift Offer," or "Sensational Gift Offer"; that said volume is being given away free and without cost to the recipient thereof or profit to respondents;

That the remaining 19 volumes of the said Standard American Encyclopedia are offered at a "Special Low Price" or at an "Amazingly Low Price," that the offer constitutes a "New Sensational Offer"; that said 19 volumes are sold at a price so incredibly low as to constitute "Almost a Gift" or "Practically A Gift";

That the offer made in connection with the sale of their said encyclopedia is a limited offer, made for a limited time only, and that said offer may be withdrawn at any time;

That said encyclopedia is made with and has a lifetime binding:

PAR. 5. Respondents' said reference work entitled "Standard American Encyclopedia" is not, and cannot truthfully or accurately be described, designated, or classed respectively as "one of the world's authoritative encyclopedias," "One of the most remarkable of America's reference encyclopedias," "One of the world's finest," "world-famous," or as "one of the world's great encyclopedias."

Said reference books of respondents do not contain complete, authoritative, and up-to-date information on all subjects in every field of knowledge.

The price at which respondents offer their reference books to prospective purchasers and the general public is substantially more than a small fraction of their actual value. The actual value of respondents' reference books does not equal or exceed the value of similar reference books that are sold regularly by respondents' competitors at prices several times greater than the price charged by respondents for their reference books.

The quality of the paper and printing used in the manufacture of respondents' reference books is not superior to that used in the manufacture of similar reference books sold by respondents' competitors, and respondents' said encyclopedia is not made with and does not have a lifetime binding.

Volume I of respondents' set is not given away free. Respondents' offer of said volume does not constitute a "Gift Offer," an "Amazing Gift Offer," or "Sensational Gift Offer." Said volume is not being given away free without cost to the recipient thereof, or without profit to respondents, and the remaining 19 volumes of said work are not sold at a price so incredibly low as to constitute "Almost a Gift" or "Practically a Gift." On the contrary, said remaining volumes are sold at the usual and customary prices obtained for a product of its kind.

The offer made by respondents in connection with the sale of their said encyclopedia is not a limited offer, made for a limited time only, to be withdrawn at any time. On the contrary, the supply of said books available to respondents is not and has not been limited as to quantity or in point of time, and respondents solicit and have continued to solicit the purchase of their books and to make sales and deliveries thereof over an extended period.

PAR. 6. The use of the term "Service" in respondents' trade name, "Encyclopedia Educational Service," is a representation directly and by implication that respondents are engaged in, or that their business comprehends and includes, the furnishing of an educational service in

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connection with which they supply purchasers and users of their said encyclopedia a valuable educational service affording current information on the subjects generally covered by such reference books.

The educational service supplied by respondents is that of supplying sets of books to the public on an installment basis. In addition, a current service is rendered from time to time supplementing said books.

In certain of their advertising material respondents have represented that their firm at times has supplied newspapers and magazines with surveys showing the responsiveness of readers. This representation has not been true. Respondents do not make any surveys whatsoever. They are engaged in the business of selling books by mail order.

PAR. 7. The acts and practices of respondents in using the foregoing false, deceptive, and misleading representations and implications have had the capacity and tendency to mislead and deceive, and have misled and deceived, a substantial portion of the purchasing public by creating the erroneous and mistaken belief that said representations and implications were true, and have caused, and now cause, a substantial number of the purchasing public, acting on such erroneous belief, to buy substantial quantities of respondents' reference books, thereby diverting trade to respondents from their competitors who do not misrepresent their reference books, their value or the terms on which they are offered for sale to the public. By such acts and practices respondents have done serious injury to competition in said commerce.

CONCLUSION

The aforesaid acts and practices of the respondents are all to the prejudice of the public and constitute unfair methods of competition in commerce and 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, the joint answer of the respondents, a stipulation of facts in lieu of all other evidence entered into subject to the approval of the Commission by and between counsel for the respondents and counsel in support of the complaint, the trial examiner's recommended decision, and brief of counsel in support of the complaint (no brief having been filed on behalf of the respondents and oral argument not having been requested); and the Commission having approved the stipulation of facts and having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents Arthur A. Gache and Morton Gache, copartners trading as Encyclopedia Educational Service, or trading under any other name, and their agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of their reference books designated "Standard American Encyclopedia" and material supplementary thereto, whether sold under the same name or under any other name, do forthwith cease and desist from representing, directly or by implication:

1. That said encyclopedia is authoritative or one of the world's-authoritative encyclopedias.

2. That it is one of the most remarkable of America's reference encyclopedias, or one of the world's finest or greatest encyclopedias, or that it is world famous.

3. That it contains complete, up-to-date information on all subjects in every field of knowledge.

4. That any volume of said encyclopedia is a "gift," a "gift offer," or in any sense a gratuity, when in truth and in fact payment therefor is included in the price of another volume or volumes sold, or when the purchaser is required to purchase another book or books or some other merchandise as a condition to the receipt of said volume.

5. That any volume or volumes of said encyclopedia which are offered for sale at or about the usual and customary prices are amazingly low priced, or that they are offered at a special low price.

6. That the value of said encyclopedia is far higher or exceeds by any substantial amount the price actually charged therefor.

7. That its value equals or exceeds the value of similar reference books sold by respondents' competitors at higher prices.

8. That its binding is of "lifetime" binding.

9. That the quality of the paper and printing used in its manufacture is superior to that used in competing reference books, when such is not a fact.

10. That an offer made in connection with the sale of a reference book is "limited" or "for a limited time only" when such offer is made continuously to purchasers in the regular course of business.

11. That respondents make surveys of any kind.

It is further ordered, That the complaint herein be, and the same hereby is, dismissed as to respondent Irving Greenwood.

It is further ordered, That the respondents against whom this order is directed 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.

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IN THE MATTER OF

WITOL, INC., NATIONAL PRODUCTS OUTLET, INC., AND
WILLIAM WITOLCOMPLAINT, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED VIOLATION
OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914*Docket 5319. Complaint, May 16, 1945—Decision, Feb. 16, 1949*

Where two corporations and their principal officer, who owned and controlled them, engaged in the interstate sale and distribution of some 27 cosmetic preparations; in advertisements disseminated by the United States mails, circulars and pamphlets, and by various other means—

- (a) Represented falsely that their "Wunder Skin Compound," "Witol's Pimple Cream," "Phantom Skin Beautifier," "Freckle Cream," "Cream Keratin," "Teen-Age," "Cream F-47," "Witol's Extra Strong Facial Astringent," "Turtle Oil Cream," "Throat and Neck Compound," "Witol's Beauty Paste," "Cream Sweet 16," "Milk of Magnesia Skin Cream," "Witol's New Liquid Take Off," "Morning Beauty Tonex," "3-Minute Beauty Lotion," "Sulphurized Take Off," "Tensing Cream," "Reju-Liquid," "Herbosan," "Witol's New '3-in-one' Skin Cream," "Witol's Youth Facial Mask," and "Aristocrat Debutante Cream," would variously renovate and recondition the skin, correct skin blemishes, including pimples and blackheads, arising from external causes, and cause the skin to become youthlike, softer and clearer; would act as an astringent, contracting the pores of the skin, making loose flabby skin of the neck and throat firm and smooth, correcting premature fine lines and other evidences of age; would have a brightening and bleaching effect, and clear and whiten the skin; and would correct and relieve irritation from externally caused skin blemishes; and that said Debutante Cream contained a new active chemical ingredient;
- (b) Represented falsely that their product, "Witol's No Gray" was not a dye, and would through action thereof on scalp and hair roots, restore the color of the hair; that their "Sulphur Cream," "Corona Hair and Scalp Renovation Method" would check excessive breaking and falling hair, eliminate dandruff and kill dangerous fungi or bacteria on the hair or scalp, and that their "Corona Scalp Compound" was an effective fungicide;
- (c) Represented falsely that their "Varicosan" was an efficacious liquid preparation for varicose veins and would eliminate need for bandages or elastic stockings;
- (d) Represented falsely that their "Desert Foot Relief" would eliminate need to suffer with burning, tired feet or discomfort, and would enable an individual to walk faster without taxing his energy; and that moving picture stars and industrial workers had accepted and used the preparation; and
- (e) Represented falsely by the use of the word "Vericosan" that aforesaid preparation of that name was an effective treatment for varicose veins; by use of the words, "Milk of Magnesia," that said preparation contained a substantial quantity of milk of magnesia; by use of the word, "Sulfa," that product so referred to contained a substantial quantity of sulfanilamide, sulfathiazole, or other sulfomanide drug; and by the use of the word "Renovation" in aforesaid "New Corona Hair and Scalp Renovation Method," that