

IN THE MATTER OF
SIMMONDS UPHOLSTERY CO., INC. ET AL.

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

Docket 6080. Complaint, Feb. 6, 1953—Decision, June 25, 1953

Where two corporations and their three officers, engaged in the business of reupholstering furniture and in the sale of materials therefor, in competition with others similarly engaged, under a plan whereby one of the two, with principal office in Massachusetts and with branch offices in New York, New Hampshire, Connecticut, Vermont, Rhode Island, and New Jersey, granted franchise to local upholsters in various states pursuant to which they were allowed to use the name of the other; said local upholsterers had full responsibility for production, financing, pick up and delivery, and servicing of sales of upholstering; and said granting corporation furnished them with a schedule of minimum fees, and collected from said dealers 20% of the minimum fee, and all of the amount charged over said minimum, plus a \$30.00 management fee on each upholstering job; in advertisements in newspapers, radio continuities, and other advertising media—

- (a) Represented that their business was established in 1899; when in fact it was not established until many years thereafter;
- (b) Represented that a featured price of \$59.00 for completely reupholstering a sofa and a chair was a special price and offered for a limited time only, and that a sofa and chair reupholstered for said price would be covered with beautiful fabrics with floral designs;
- When in fact the offer was not limited but was continuous; it was made only to arouse interest of prospective purchasers; their salesmen were instructed not to consummate sales at such a price, and in the rare instance where it was done, the customer's furniture was not covered with beautiful fabric with floral designs, but instead with cheap denim;
- (c) Represented that regardless of the style or condition of the furniture, they would remodel or custom build the frames; the facts being that in many instances they and their franchise representatives did not thus remodel or custom build old frames accepted by them, and in some instances replaced the old frame with an inexpensive one;
- (d) Misleadingly represented that their reupholstery work was fully guaranteed for a period of ten years, which guarantee might reasonably be interpreted as covering both workmanship and materials; when in fact it did not extend to the latter, and in many instances they did not conform thereunder even as to workmanship;
- (e) Represented that they owned and operated a seven-story factory in which the work would be done, through depiction of a large, seven-story factory building bearing their corporate name and the statement "Our 7-story fac-

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tory contains the largest reupholstering plant in America"; when in fact much of the upholstery and other work was actually done by local holders of their franchise agreements;

With tendency and capacity to mislead and deceive members of the purchasing public into the erroneous belief that such representations were true and thereby induce substantial numbers thereof to enter into contracts with them to purchase reupholstering and the materials used therein:

Held, That such acts and practices and methods, 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.

Before *Mr. James A. Purcell*, hearing examiner.

Mr. Jesse D. Kash for the Commission.

Ford, Bergson, Adams & Borkland, of Washington, D. C., for respondents.

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 Simmonds Upholstery Co., Inc., a corporation, Simmonds Sales System, Inc., a corporation, and Abe Baker, Edward Williams, and Sidney Rubin, individually and as officers of said corporations; and Abe Baker, trading as Simmonds Upholstery Co., 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. Corporate respondent Simmonds Upholstery Co., Inc., is a corporation 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 599 Canal Street, Lawrence, Massachusetts, with branch factories located in the States of New York, New Hampshire, Connecticut, Vermont, Rhode Island, and New Jersey. Corporate respondent Simmonds Sales System, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Massachusetts with its office and principal place of business located at 599 Canal Street, Lawrence, Massachusetts. Respondents Abe Baker, Edward Williams, and Sidney Rubin are officers of the corporate respondents and, as such officers, formulate, direct, and control the policies, acts, and practices of said corporate respondents. The addresses of the individual respondents are the same as that of the corporate respondents.

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Prior to the incorporation of Simmonds Upholstery Co., Inc., in October 1951, the business now carried on by it was carried on by respondent Abe Baker, doing business as Simmonds Upholstery Co.

PAR. 2. Corporate respondent Simmonds Sales System, Inc., grants franchises to local upholsterers in various States whereby they are allowed to use the name, Simmonds Upholstery Co. The local upholsterers have full responsibility for production, financing, pick-up, and delivery and servicing of sales of upholstering. Corporate respondent Simmonds Sales System, Inc., is responsible for securing orders for upholstering, management and budgeting of the advertising campaign. This corporate respondent furnishes its franchise representatives with a schedule of minimum fees and collects from said dealers 20% of the minimum fee, all of the amount charged over the minimum fee plus a \$30.00 management fee on each upholstering job. Simmonds Sales System, Inc., and Simmonds Upholstery Co., Inc., cooperate in the practices hereinafter set forth.

PAR. 3. The respondents are now, and for more than one year last past have been, engaged in the business of selling materials for upholstering and in reupholstering furniture. In the course and conduct of their business, customers of respondents ship furniture from their points of location in various States to respondents' places of business and to the places of business of their franchise representatives in other States; and when the upholstering materials sold by respondents have been applied to the furniture and the reupholstering completed, said furniture is reshipped to customers located in various States other than those in which said reshipments originate.

Respondents maintain, and at all times mentioned herein have maintained, a course of trade in said business in commerce among and between the various States of the United States and in the District of Columbia. Their volume of trade in said business in such commerce is and has been substantial.

PAR. 4. In the course and conduct of the aforesaid business and for the purpose of inducing the sale of their reupholstering and the materials therefor, respondents have made and are now making certain statements and representations concerning the quality, value and nature of their said work and materials by means of advertisements in newspapers, radio continuities and other advertising media of general circulation in various States of the United States. Among and typical of said advertisements and representations, but not all-inclusive thereof, are the following:

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AMERICA'S LARGEST REUPHOLSTERERS . . .
 ESTABLISHED 1899
 FOR A LIMITED TIME
 SOFA AND CHAIR
 COMPLETELY REUPHOLSTERED
 ONLY

\$59 (in large type)

Single Chairs \$24.50

Single Sofas 42.50

and up according to style and fabric

LADIES HERE'S AN AMAZING BARGAIN SALE ON REUPHOLSTERING YOUR LIVING ROOM FURNITURE. WHILE THIS SENSATIONAL SALE LASTS—IF YOU ACT FAST—SIMMONDS WILL REBUILD, RE-STYLE AND REUPHOLSTER YOUR LIVING ROOM FURNITURE FOR AS LITTLE AS FIFTY NINE DOLLARS. SIMMONDS ARE AMERICA'S OLDEST AND LARGEST REUPHOLSTERER, IN BUSINESS SINCE 1899. FOR JUST FIFTY NINE DOLLARS YOUR LIVING ROOM FURNITURE WILL BE COMPLETELY REBUILT, RESTYLED, REUPHOLSTERED, LOOK AND WEAR BETTER THAN NEW FOR JUST FIFTY NINE DOLLARS.

10-YEAR WRITTEN GUARANTEE ON ALL OUR WORKMANSHIP.

REGARDLESS OF THE STYLE OR CONDITION OF YOUR FURNITURE, SIMMONDS WILL REMODEL OR CUSTOM BUILD THE FRAMES AND REUPHOLSTER IN TRADITIONAL SIMMONDS QUALITY AT AMAZINGLY LOW PRICES.

As a part of respondents' newspaper advertisements featuring their two-piece reupholstering service for \$59 appear pictures of sofas and chairs, both before and after the reupholstering work. The "after" pictures, which are represented as actual photos of the pieces as they left the factory, are of sofas and chairs covered with beautiful fabrics with floral designs.

Respondents' newspaper advertisements also carry the picture of a large seven-story factory building, immediately underneath which is the following statement:

Our 7-story factory contains the largest re-upholstering plant in America.

Photographs of a seven-story factory building bearing three large signs reading: "SIMMONDS UPHOLSTERING CO., DIRECT FACTORY TO YOU REUPHOLSTERERS and MASTER CRAFTSMEN SINCE 1899" are also exhibited to customers and prospective customers by salesmen of respondents.

PAR. 5. Through the use of their aforesaid statements and representations and others of the same or similar import, not specifically set out herein, respondents have represented and now represent:

That they are America's largest reupholsterers;

That their business was established in 1899;

That their featured price of \$59 for completely reupholstering a sofa and a chair is a special price and offered for a limited time only;

That regardless of the style or condition of the furniture they will remodel or custom build the frames;

That their reupholstery work is fully guaranteed for a period of ten years;

That a sofa and a chair reupholstered for the price of \$59 will be covered with beautiful fabrics with floral designs;

That they own and operate a seven-story factory which is the largest upholstery plant in America.

PAR. 6. The aforesaid statements and representations are false, misleading, and deceptive. In truth and in fact, respondents are not America's largest reupholsterers. Their reupholstery business was not established in 1899, but many years thereafter. Respondents' offer to reupholster two pieces of furniture for \$59 is not a special or bona fide offer in good faith but is made only for the purpose of arousing the interest of prospective purchasers thereby enabling respondents to attempt to sell reupholstering to such prospective purchasers at much greater prices. As a matter of fact, respondents' salesmen are instructed not to consummate sales at such price and extremely few sales are actually made at such price. Their said offer is not for a limited time but is a continuous offer. In many instances respondents and their franchise representatives do not remodel or custom build old frames of furniture accepted by them for reupholstering. In some instances the old frame is replaced with an inexpensive frame. The statement concerning respondents' guarantee may reasonably be interpreted as a representation that they guarantee both workmanship and materials. As a matter of fact such guarantee does not extend to materials. In addition, the customer is required to pay transportation costs, which fact is not disclosed in the advertisement. In many instances respondents do not perform under their guarantee even as to workmanship. In the rare instances where the respondents agree to reupholster a sofa and a chair for the advertised price of \$59, the customer's furniture is not covered with beautiful fabric with floral designs as portrayed in newspaper advertisements, but instead with cheap denim. Respondents do not own or control the seven-story factory in which they perform their reupholstery work as represented. They rent a portion of the space in a seven-story building in Lawrence, Massachusetts, which they utilize in connection with their reupholstery work. The portion of this building occupied by respondents is not the largest upholstering plant in America.

PAR. 7. Respondents in the conduct of their said businesses are in substantial competition in commerce with other corporations and with individuals and firms also engaged in the business of reupholstering furniture and in the sale of materials therefor.

PAR. 8. All of the aforesaid acts and practices of the respondents are misleading and deceptive and have had and now have the tendency and capacity to mislead and deceive members of the purchasing public into the erroneous and mistaken belief that such statements and representations were and are true and to induce substantial numbers of the purchasing public, because of such erroneous and mistaken belief, to enter into contracts with respondents for the purchase of and to purchase reupholstering and the materials used therein.

PAR. 9. The aforesaid acts and practices and methods 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 intent and meaning of the Federal Trade Commission Act.

CONSENT SETTLEMENT ¹

Pursuant to the provisions of the Federal Trade Commission Act, the Federal Trade Commission on February 6, 1953, issued and subsequently served its complaint on the respondents named in the caption hereof, charging them with unfair and deceptive acts and practices in commerce and unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act. The respondents Simmonds Upholstery Co., Inc., a corporation, Simmonds Sales System, Inc., a corporation, Abe Baker, Edward Williams and Sidney Rubin, individually and as officers of said corporations; and Abe Baker, trading as Simmonds Upholstery Co. desiring that this proceeding be disposed of by the consent settlement procedure provided in Rule V of the Commission's Rules of Practice, solely for the purpose of this proceeding, any review thereof and the enforcement of the order consented to and conditioned upon the Commission's acceptance of the consent settlement hereinafter set forth and in lieu of answer to said complaint filed April 6, 1953, hereby:

¹ The Commission's "Notice" announcing and promulgating the consent settlement as published herewith, follows:

The consent settlement tendered by the parties in this proceeding, a copy of which is served herewith, was accepted by the Commission on June 25, 1953, and ordered entered of record as the Commission's findings as to the facts, conclusion, and order in disposition of this proceeding.

The time for filing report of compliance pursuant to the aforesaid order runs from the date of service hereof.

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1. Admits all the jurisdictional allegations set forth in the complaint.

2. Consents that the Commission may enter the matters hereinafter set forth as its findings as to the facts, conclusion and order to cease and desist. It is understood that the respondents, in consenting to the Commission's entry of said findings as to the facts, conclusions and order to cease and desist, specifically refrain from admitting or denying that they have engaged in any of the acts or practices stated therein to be in violation of law.

3. Agrees that this consent settlement may be set aside in whole or in part under the conditions and in the manner provided in Paragraph "F" of Rule V of the Commission's Rules of Practice.

The admitted jurisdictional facts, the statement of the acts and practices which the Commission has reason to believe are unlawful, the conclusion based thereon, and the order to cease and desist, all of which the respondents consent, may be entered herein in final disposition of this proceeding, are as follows:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Corporate respondent Simmonds Upholstery Co., 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 place of business at 745 Fifth Avenue, New York, New York. Corporate respondent Simmonds Sales System, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Massachusetts with its office and principal place of business located at 599 Canal Street, Lawrence, Massachusetts, with branch offices located in the States of New York, New Hampshire, Connecticut, Vermont, Rhode Island and New Jersey. Respondents Abe Baker, Edward Williams, and Sidney Rubin are officers of the corporate respondents and, as such officers, formulate, direct, and control the policies, acts, and practices of said corporate respondents. The addresses of the individual respondents are the same as that of the corporate respondents. Prior to the incorporation of Simmonds Upholstery Co., Inc., in October, 1951, the business now carried on by it was carried on by respondent Abe Baker, doing business as Simmonds Upholstery Co.

PAR. 2. Corporate respondent Simmonds Sales System, Inc., grants franchises to local upholsterers in various States whereby they are allowed to use the name, Simmonds Upholstery Co. The local upholsterers have full responsibility for production, financing, pick-up, and delivery and servicing of sales of upholstering. Corporate re-

spondent Simmonds Sales System, Inc., is responsible for securing orders for upholstering, management and budgeting of the advertising campaign. This corporate respondent furnishes its franchise representatives with a schedule of minimum fees and collects from said dealers 20 percent of the minimum fee, all of the amount charged over the minimum fee plus a \$30.00 management fee on each upholstering job. Simmonds Sales System, Inc., and Simmonds Upholstery Co., Inc., cooperate in the practices hereinafter set forth.

PAR. 3. The respondents are now, and for more than one year last past have been, engaged in the business of reupholstering furniture. In the course and conduct of their business, furniture of customers is picked up or shipped from their points of location in various States to respondents' places of business and to the places of their franchise representatives in other States and when reupholstering has been completed, said furniture is reshipped or delivered to customers located in various States other than those in which said pickups or reshipments originate.

Respondents maintain, and at all times mentioned herein have maintained, a course of trade in said business in commerce among and between the various States of the United States. Their volume of trade in said business in such commerce is and has been substantial.

PAR. 4. In the course and conduct of the aforesaid business and for the purpose of inducing the sale of their reupholstering and the materials therefor, respondents have made and are now making certain statements and representations concerning the quality, value and nature of their said work and materials by means of advertisements in newspapers, radio continuities and other advertising media of general circulation in various States of the United States. Among and typical of said advertisements and representations, but not all-inclusive thereof, are the following:

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FIFTY NINE DOLLARS. SIMMONDS ARE AMERICA'S OLDEST AND LARGEST REUPHOLSTERER, IN BUSINESS SINCE 1899. FOR JUST FIFTY NINE DOLLARS YOUR LIVING ROOM FURNITURE WILL BE COMPLETELY REBUILT, RESTYLED, REUPHOLSTERED, LOOK AND WEAR BETTER THAN NEW FOR JUST FIFTY NINE DOLLARS.

10-YEAR WRITTEN GUARANTEE ON ALL OUR WORKMANSHIP.

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As a part of respondents' newspaper advertisements featuring their two-piece reupholstering service for \$59 appear pictures of sofas and chairs, both before and after the reupholstering work. The "after" pictures, which are represented as actual photos of the pieces as they left the factory, are of sofas and chairs covered with beautiful fabrics with floral designs.

Respondents' newspaper advertisements also carry the picture of a large seven-story factory building, immediately underneath which is the following statement:

Our 7-story factory contains the largest re-upholstering plant in America.

Photographs of a seven-story factory building bearing three large signs reading: "SIMMONDS UPHOLSTERING CO., DIRECT FACTORY TO YOUR REUPHOLSTERERS and MASTER CRAFTSMEN SINCE 1899" are also exhibited to customers and prospective customers by salesmen of respondents.

PAR. 5. Through the use of their aforesaid statements and representations and others of the same or similar import, not specifically set out herein, respondents have represented and now represent:

That their business was established in 1899:

That their featured price of \$59 for completely reupholstering a sofa and a chair is a special price and offered for a limited time only:

That regardless of the style or condition of the furniture they will remodel or custom build the frames;

That their reupholstery work is fully guaranteed for a period of ten years;

That a sofa and a chair reupholstered for the price of \$59 will be covered with beautiful fabrics with floral designs;

That they own and operate a seven-story factory in which the work of persons replying to the advertisement will be done.

PAR. 6. The aforesaid statements and representations are false, misleading and deceptive. In truth and in fact, respondents' upholstery business was not established in 1899 but many years thereafter. Respondents' offer to reupholster two pieces of furniture for \$59 is

not a special or bona fide offer in good faith but is made only for the purpose of arousing the interest of prospective purchasers thereby enabling respondents to attempt to sell reupholstering to such prospective purchasers at much greater prices. As a matter of fact, respondents' salesmen are instructed not to consummate sales at such price and extremely few sales are actually made at such price. Their said offer is not for a limited time but is a continuous offer. In many instances respondents and their franchise representatives do not remodel or custom build old frames of furniture accepted by them for reupholstering. In some instances the old frame is replaced with an inexpensive frame. The statement concerning respondents' guarantee may reasonably be interpreted as a representation that they guarantee both workmanship and materials. As a matter of fact such guarantee does not extend to materials. In many instances respondents do not perform under their guarantee even as to workmanship. In the rare instances where the respondents agree to reupholster a sofa and a chair for the advertised price of \$59, the customer's furniture is not covered with beautiful fabric with floral designs as portrayed in newspaper advertisements, but instead with cheap denim. Much of the upholstery and other work is actually done by local upholsterers who are holders of respondents' franchise agreements and is not done in the pictured seven-story building.

PAR. 7. Respondents in the conduct of their said businesses are in substantial competition in commerce with other corporations and with individuals and firms also engaged in the business of reupholstering furniture and in the sale of materials therefor.

PAR. 8. All of the aforesaid acts and practices of the respondents are misleading and deceptive and have had and now have the tendency and capacity to mislead and deceive members of the purchasing public into the erroneous and mistaken belief that such statements and representations were and are true and to induce substantial numbers of the purchasing public, because of such erroneous and mistaken belief, to enter into contracts with respondents for the purpose of and to purchase reupholstering and the materials used therein.

CONCLUSION

The aforesaid acts and practices and methods of respondents, as herein found, 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 intent and meaning of the Federal Trade Commission Act.

Order

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ORDER TO CEASE AND DESIST

It is ordered, That the respondents, Simmonds Upholstery Co., Inc., a corporation, and Simmonds Sales System, Inc., a corporation, and their officers, and the respondents, Abe Baker, Edward Williams and Sidney Rubin, individually and as officers of said corporations, and respondent Abe Baker, trading as Simmonds Upholstery Co., or trading under any other name, and said respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or delivery of upholstering materials, whether sold separately or as part of a charge for reupholstering furniture, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing directly or by implication:

1. That reupholstering will be done in a larger or different plant than is the fact.
2. That their business was established in 1899 or in any other year contrary to the fact.
3. That any price regularly or customarily offered is a special price or that any offer is for a limited time when such offer is a continuous one.
4. That furniture will be reupholstered at a price at which their salesmen have been instructed not to make sales, or at prices which are not listed in good faith.
5. That the frames of furniture delivered for reupholstering will be remodeled or rebuilt without further indicating that the customers' frames may be replaced with new frames.
6. That the quality or value of the materials used in reupholstering is superior to what it is in fact.
7. That the reupholstering is guaranteed in any manner unless the guarantee is in fact performed, and unless, where the guarantee is limited to workmanship, it is clearly, conspicuously and explicitly stated in immediate conjunction with the representation of guarantee that the guarantee is a guarantee of workmanship.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission

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a report in writing setting forth in detail the manner and form in which they have complied with this order.

Dated May 26, 1953.

SIMMONDS UPHOLSTERY Co., INC.,
a corporation.

By [s] ABE BAKER
ABE BAKER, individually and as officer of
said corporation

By [s] EDWARD WILLIAMS
EDWARD WILLIAMS, individually and as
officer of said corporation.

By [s] SIDNEY RUBIN
SIDNEY RUBIN, individually and as officer
of said corporation.

SIMMONDS SALES SYSTEM, INC.,
a corporation.

By [s] ABE BAKER
ABE BAKER, individually and as officer of
said corporation.

By [s] EDWARD WILLIAMS
EDWARD WILLIAMS, individually and as
officer of said corporation.

By [s] SIDNEY RUBIN
SIDNEY RUBIN, individually and as officer
of said corporation.

The foregoing consent settlement is hereby accepted by the Federal Trade Commission and ordered entered of record on this 25th day of June, 1953.

IN THE MATTER OF
A. C. LIEPE PHARMACY, INC. ET AL.

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

Docket 5873. Complaint, Apr. 17, 1931—Decision, June 29, 1953

The basic cause of varicose conditions is impaired circulation due to a dilated thickened vein condition known as a varicose vein; and varicose ulcers—sometimes referred to as leg sores, open legs, or discharging wounds—are ulcerated areas of the epidermis of the leg due to poor circulation caused by such a vein.

Proper treatment of a leg ulcer requires a careful diagnosis as the treatment is dictated by the underlying cause, there being many conditions which might result in an ulcer which would be indistinguishable by the layman from a varicose ulcer, proper treatment of which consists of treatment of the varicose vein and other measures, including, possibly, X-ray or ultra-violet therapy, use of antibiotics, and surgical treatment.

Eczema is a catarrhal inflammation of the skin characterized by redness and itching, among other things; there are many types of said ailment, and many causes; and it is necessary to diagnose carefully the conditions thereof before treatment, since the latter varies greatly depending upon the cause of the condition and its state at the time.

It is extremely difficult to distinguish between ulcers, inflamed areas around veins, and eczema, due to varicose conditions and those due to other causes such as tuberculosis, diabetes, syphilis and many others, and the ordinary layman patient is not able to make such a determination.

Early determination of the cause of such conditions is extremely important as what appears to the layman to be a condition due to a varicose vein may be in reality due to a very serious underlying cause; and certain of such conditions—for which the proper treatment is entirely different from that appropriate where the condition is due to varicose veins—may, if allowed to develop, endanger the patient's life.

Where a corporation and its two officers, engaged in the interstate sale and distribution of several preparations sold in combination and sometimes referred to as "The Liepe Methods," which included their "Liepe Cleansing Oil," "Bland Oil," "Dusting Powder Soothing," "Dusting Powder Protective," "Special Ointment No. 1," "Special Ointment No. 2" and their "Liepe Special Bandage";

In magazine and newspaper advertisements which invited persons suffering from varicose ulcers and open leg sores to write for their booklet "The Liepe Methods for Home Use," together with which they sent a "Question Blank" for use in the purchase of their said products; and through reproductions in said booklet and in folders and circulars, of excerpts from testimonials—