

those in the labeling of the Koin-Pak brand that it was a prophylactic, were false and misleading.

On March 8, April 8 and 16, and May 9, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

254. Adulteration and misbranding of prophylactics. U. S. v. 9 $\frac{1}{2}$ Gross, 61 $\frac{1}{2}$ Gross, and 7 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1674. Sample Nos. 16793-E to 16707-E, incl.)

On March 28, 1940, the United States attorney for the District of Kansas filed a libel against 23 $\frac{1}{2}$ gross of prophylactics at Atchison, Kans., alleging that the article had been shipped in interstate commerce within the period from on or about September 27, 1939, to on or about January 25, 1940, by Dean & Adelsperger from Kansas City, Mo.; and charging that it was adulterated and misbranded. The article was labeled in part: "Peacocks" or "Snowtex."

It was alleged to be adulterated and misbranded in that the labeling of the Peacocks brand bore representations that it was air-blown-tested, was of finest quality, would afford protection, would aid in preventing venereal disease, was guaranteed for 2 years against deterioration, was an efficient prophylactic, that all defects were discarded and selects only packed, that all seconds were rejected, and that it was of exceptional quality; and the labeling of the Snowtex brand bore representations that it was guaranteed for 10 years against deterioration, was blown-tested, and was an efficient prophylactic; whereas its quality fell below that which its labeling purported or represented it to possess.

On May 2, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

255. Adulteration and misbranding of prophylactics. U. S. v. 53 $\frac{1}{2}$ Gross of Prophylactics (and 30 other seizure actions involving prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 249, 1277, 1370, 1425, 1436, 1449, 1450, 1453, 1462, 1472, 1473, 1483, 1506, 1509, 1510, 1511, 1512, 1520, 1541, 1545, 1551, 1556, 1568, 1603, 1703, 1742, 2021. Sample Nos. 3885-D, 43836-D to 43839-D, incl., 60172-D, 61243-D, 61514-D, 61515-D, 61562-D, 61607-D, 61619-D, 65819-D, 65820-D, 66400-D, 72461-D to 72464-D, incl., 72479-D to 72482-D, incl., 72484-D, 72485-D, 72492-D, 72496-D, 74445-D to 74449-D, incl., 75144-D, 75145-D, 77422-D, 77753-D, 77754-D, 81415-D, 81416-D, 84037-D to 84040-D, incl., 85938-D, 87803-D, 87806-D, 8027-E, 9164-E, 9165-E, 10786-E to 10792-E, incl.)

Between July 6, 1939, and May 27, 1940, the United States attorneys for the Southern District of New York, Eastern District of Louisiana, Southern District of Alabama, Southern District of Florida, Southern District of Texas, Southern District of Iowa, Northern District of Texas, District of Minnesota, Eastern District of Texas, District of Nebraska, Western District of Pennsylvania, District of Maryland, Eastern District of Pennsylvania, and the Northern District of California filed libels against 326 $\frac{3}{4}$ gross of prophylactics at New York, N. Y.; 13 gross of the product at New Orleans, La.; 19 gross at Mobile, Ala.; 37 gross at Miami, Fla.; 12 $\frac{1}{16}$ gross at Jacksonville, Fla.; 26 $\frac{1}{2}$ gross at Houston, Tex.; 40 gross at Corpus Christi, Tex.; 95 gross at Des Moines, Iowa; 143 gross at Dallas, Tex.; 372 $\frac{3}{4}$ gross at Minneapolis, Minn.; 12 gross at St. Paul, Minn.; 89 gross at Tyler, Tex.; 117 gross at Omaha, Nebr.; 8 $\frac{1}{2}$ gross at Pittsburgh, Pa.; 40 gross at Baltimore, Md.; 39 $\frac{1}{2}$ gross at Philadelphia, Pa.; and 110 $\frac{1}{2}$ gross at San Francisco, Calif. It was alleged in the libels that the article had been shipped in interstate commerce within the period from on or about November 8, 1938, to on or about May 10, 1940, by the Dean Rubber Manufacturing Co. from Kansas City and North Kansas City, Mo.; and that it was adulterated and misbranded. The article was labeled in part, variously: "Trico," "Genuine Peacocks," "Security," "Peacock Dry Skins," "Ultrex Platinum," "Ultrex," "Safe-way," "Hermes," "Sentinel," "Royal Satin Crown," "Mayzel," "Liquid Latex," "Featherwate," or "Luna-Tex."

The article was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess.

It was alleged to be misbranded in that representations in the labeling of the Trico brand that it consisted of selected skins and was for the prevention of disease; representations appearing variously in the labeling of the Peacock brand that it was air-blown-tested on new modern equipment, was guaranteed against deterioration for 2 years (or 5 years) would afford protection, was the best that money could buy, was No. 1 grade, that all defects were discarded and selects only packed, that all seconds were rejected, that it was of exceptional quality, would aid in preventing venereal disease, was an efficient prophylactic, and was especially selected and air-tested to guard against bubbles,

pin holes, blisters, etc.; those in the labeling of the Sekurity brand that it was an aid in preventing venereal diseases, was air-blown-tested, was guaranteed 2 years against deterioration, would afford security, would protect against social disease, and would insure prophylaxis; those in the labeling of the Ultrex, Platinum, and Hermes brands that it was air-blown-tested; those in the labeling of the Safe-way brand that it was a safe prophylactic, was guaranteed to be air-tested, was carefully selected and inspected, would insure maximum protection, was unconditionally guaranteed, was for medical purposes, was the best, and would be effective for the prevention of disease; those in the labeling of the Sentinel brand that it was air-blown-tested under a new testing process, was the finest quality prophylactic, would protect against social disease, was carefully selected and inspected, was individually tested and would insure maximum protection, was unconditionally guaranteed, was the best and would be effective for the prevention of disease, would aid in preventing venereal disease; those in the labeling of the Royal Satin Crown brand that it was air-tested and carefully inspected for the protection of the user and was for the prevention of disease only; those in the labeling of the Mayzel brand that everyone was blown-tested and guaranteed 100 percent perfect, that it would prevent infection from contagious disease, was manufactured by the most scientific methods, was sold for the prevention of disease only and was guaranteed until 1940; and those in the labeling of the Liquid Latex, Featherwate, and Luna-Tex brands that it was for the prevention of disease, were false and misleading.

Between August 1, 1939, and July 10, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

256. Adulteration and misbranding of prophylactics. U. S. v. 82 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1883. Sample No. 892-E.)

On April 29, 1940, the United States attorney for the Northern District of Georgia filed a libel against 82 gross of prophylactics at Rome, Ga., alleging that the article had been shipped in interstate commerce on or about April 15, 1940, by Elliott Sales Co., of Rome, Ga., from New York, N. Y.; and charging that it was adulterated and misbranded. The article was labeled in part "Enterprise Champions."

It was alleged to be adulterated in that its quality fell below that which it was purported or was represented as possessing.

It was alleged to be misbranded in that the representations in the labeling that it was of superb quality, was a most perfect product, was guaranteed against deterioration for 2 years, and was efficacious for the prevention of contagious diseases, were false and misleading.

On May 27, 1940, no claimant having appeared, judgment of condemnation was entered and the article was ordered destroyed.

257. Adulteration and misbranding of prophylactics. U. S. v. 22 Gross of Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 1260, 1445, 1756, 2226. Sample Nos. 61283-D, 94913-D, 334-E, 336-E, 11020-E.)

On December 29, 1939, and February 9, April 5, and June 18, 1940, the United States attorneys for the Southern District of Texas, the Southern District of Florida, and the Western District of South Carolina filed libels against 22 gross of prophylactics at Houston, Tex.; 43 gross at Galveston, Tex.; 21 gross at Miami, Fla.; and 4 $\frac{1}{2}$ gross at Gaffney, S. C., alleging that the article had been shipped in interstate commerce within the period from on or about April 5, 1939, to on or about April 17, 1940, by Goodwear Rubber Co., Inc., from New York, N. Y.; and charging that it was adulterated and that all lots but one were misbranded. Three of the shipments were labeled in part: "Three Dukes," "Silver-Tex," or "Midgets." The remaining lot bore no brand name.

The article in all shipments was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess.

All lots, with the exception of the lot labeled "Midgets," were alleged to be misbranded in that representations appearing in the labeling of the Three Dukes brand that it was a fine prophylactic, was for the prevention of disease, was tested, would afford protection, would stand any reasonable test demanded by the Government in accordance with the law, and was guaranteed to be as good and safe as any brand; those in the labeling of the Silver-Tex brand that