

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