sylvania, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 89⅛ gross of rubber prophylactics in various lots at Atlanta, Ga., and Wilkes-Barre and Lock Haven, Pa. The libels alleged that the article had been shipped in interstate commerce on various dates between November 13, 1937, and March 22, 1938, from New York, N. Y., by the Stardant Rubber Co.; and charged adulteration and misbranding in violation of the Food and Drugs Act. The various lots of the product were labeled in part: "Gold Star"; "Silver Star"; "Gold-Tex"; "The Aristocrat."

The article was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements appearing on the packages were false and misleading: (Gold Star) "Guaranteed 100 Per Cent Perfect * * * Super Liquid Latex * * * Disease Preventive * * * Tested"; (Silver Star) "Disease Preventive * * * 100 P. C. Perfect * * * Tested * * * For Prevention of Disease"; (Gold-Tex) "Prophylactics * * * Disease Preventative * * * Guaranteed 100% Perfect * * * Guaranteed for 5 years"; (The Aristocrat) "The Aristocrat Prophylactics in this package are manufactured under high production standards * * * used for the prevention of contagious diseases unconditionally guaranteed for five years."

On various dates between February 19 and May 2, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28720. Adulteration and misbranding of rubber prophylactics. U. S. v. 10 Gross and 10 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. Nos. 41499, 41500. Sample Nos. 8575–D, 8576–D.)

Examination of these prophylactics showed that some of them were defective in that they contained holes.

On January 26, 1938, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 2 lots consisting of 20 gross of rubber prophylactics at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about December 29, 1937, from Akron, Ohio, by Crown Rubber Sundries, and charging adulteration and misbranding in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements on the labeling were false and misleading: (Both lots) "For Prevention of Disease," * * * Guaranteed Five Years"; (one lot) "Prophylactics."

On March 18, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28721. Adulteration and misbranding of rubber prophylactics. U. S. v. 65 Gross of Rubber Prophylactics (and two other seizure actions). Default decrees of condemnation and destruction. (F. & D. Nos. 41596, 41597, 41598. Sample Nos. 8766–D, 8767–D, 8768–D.)

An examination of these prophylactics showed that some of them were defective in that they contained holes.

On February 4, 1938, the United States attorney for the Eastern District of Wisconsin, acting upon reports by the Secretary of Agriculture, filed in the district court libels praying seizure and condemnation of 120 gross of rubber prophylactics at Milwaukee, Wis., alleging that the article had been shipped in interstate commerce on or about October 11 and December 22, 1937, from Chicago, Ill., by Latex Distributing Co., Chicago, Ill., and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled variously: "Xcello's," "Texide," or "Gold Tex." It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements appearing on the labeling were false and misleading: (Xcello's) "The perfected Latex * * * For Prevention of Disease," "Guaranteed Five Years," "The Within Articles are Manufactured and sold for the Prevention of Contagious Diseases"; (Texide)