

29292. Adulteration and misbranding of rubber prophylactics. U. S. v. 73½ Dozen Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41917. Sample No. 769-D.)

Samples of this product were found to be defective in that they contained holes.

On or about March 11, 1938, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 73½ dozen rubber prophylactics at Miami, Fla.; alleging that the article had been shipped in interstate commerce on or about January 11, 1938, from Atlanta, Ga., by Specialty Sales Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Trayban."

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 in the labeling were false and misleading: "Soldiers of Health * * * For Prevention of Disease * * * Guaranteed For 5 Years * * * Selected Tested Non Porous Smoke Test."

On June 11, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

M. L. WILSON, *Acting Secretary of Agriculture.*

29293. Adulteration and misbranding of rubber prophylactics. U. S. v. 7½ Gross and 7½ Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41805. Sample Nos. 14057-D, 14058-D, 14059-D.)

Samples of this product were found to be defective in that they contained holes.

On February 21, 1938, the United States attorney for the District of Maine, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 15½ gross of rubber prophylactics at Portland, Maine; alleging that the article had been shipped in interstate commerce on or about November 19, 1937, from Baltimore, Md., by Chief Sales Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "The Chief" or "Admiration Brand."

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 in the labeling of the respective lots were false and misleading: (The Chief brand) "Disease Preventive Guaranteed Five Years * * * for the Prevention of Contagious Diseases * * *. For Prevention of Disease"; (Admiration brand) "Guaranteed for Five Years * * * For Prevention of Disease * * * Excellent Quality."

On March 5, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

M. L. WILSON, *Acting Secretary of Agriculture.*

29294. Adulteration and misbranding of rubber prophylactics. U. S. v. 9½ and 12½ Gross of Rubber Prophylactics (and 1 similar seizure action). Default decree of condemnation and destruction. (F. & D. Nos. 42003, 42085. Sample Nos. 10293-D, 10294-D, 24814-D.)

Samples of this product were found to be defective in that they contained holes.

On March 29 and April 4, 1938, the United States attorneys for the Western and Eastern Districts of North Carolina, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 69½ gross of rubber prophylactics in various lots at Gastonia and Raleigh, N. C.; alleging that the article had been shipped in interstate commerce on or about December 13, 1937, and January 19 and February 21, 1938, from New York, N. Y., by Per-Zadi Products Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part variously: "Genuine Liquid Latex LES," "X cello's," or "Nu-Pak."

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 variously appearing in the labeling were false and misleading: "Guaranteed Five Years * * *