

Adulteration was alleged in that the quality of the article fell below that which it purported or was represented to possess.

It was alleged to be misbranded in that representations in the labeling that it had been air-tested and was effective for the prevention of disease, were false and misleading.

On February 8, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**135. Adulteration and misbranding of prophylactics. U. S. v. 24 Gross, 13 Gross, 17 $\frac{1}{4}$  Gross, and 19 Gross of Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 1052, 1067, 1069, 1239. Sample Nos. 62616-D, 62878-D, 62874-D, 66088-D.)**

On or about November 22, December 1, 18, and 27, 1939, the United States attorneys for the Southern District of Texas and the Southern District of Florida filed libels against 56 gross of prophylactics at Houston, Tex., and 17 $\frac{1}{4}$  gross of prophylactics at Miami, Fla., alleging that the article had been shipped in interstate commerce within the period from on or about July 16 to on or about November 9, 1939, by Dean Rubber Manufacturing Co. from Kansas City or North Kansas City, Mo.; and charging that it was adulterated and misbranded. The article was labeled in part: "Sekurity" or "Genuine Peacocks."

It 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 the representations appearing in the labeling of the Sekurity brand that it would afford security, would aid in preventing venereal disease, was air-blown-tested, and was guaranteed 2 years against deterioration; and those appearing in the labeling of the Peacock brand that it would afford protection, was guaranteed against deterioration for 5 years, was air-blown-tested, was the best that money could buy, that all defects were discarded and selects only were packed under the brand, that all seconds were destroyed, and that it was of exceptional quality were false and misleading.

On December 28, 1939, and January 31 and February 9, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**136. Adulteration and misbranding of prophylactics. U. S. v. 6 Gross, 7 Gross, and 59 Dozen Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 614, 615, 648, 649, 658, 659. Sample Nos. 51943-D, 51944-D, 51953-D to 51956-D, incl.)**

On September 19, 28, and 29, 1939, the United States attorney for the Eastern District of Pennsylvania filed libels against 17 $\frac{1}{2}$  gross of prophylactics at Philadelphia, Pa., alleging that the article had been shipped in interstate commerce within the period from on or about August 11 to on or about September 8, 1939, by Lorica Laboratories, Inc., from Jersey City, N. J.; and charging adulteration and misbranding. The article was labeled in part: "Lorica Transparent [or "Velvee"] Shorts \* \* \* For Prevention of Disease."

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

Misbranding was alleged in that representations in the labeling that it would be effective for the prevention of disease were false and misleading. It was alleged to be misbranded further in that it was dangerous to health when used as directed in the labeling.

On December 15, 1939, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**137. Adulteration and misbranding of prophylactics. U. S. v. 15 $\frac{1}{4}$  Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1188. Sample No. 73891-D.)**

On December 14, 1939, the United States attorney for the District of Massachusetts filed a libel against 15 $\frac{1}{4}$  gross of prophylactics at Boston, Mass., alleging that the article had been shipped in interstate commerce on or about November 1, 1939, by the Everett Rubber Co. from New York, N. Y.; and charging that it was adulterated and misbranded. The article was labeled in part: "Les Genuine Liquid Latex."

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

The article was alleged to be misbranded in that representations in the labeling that it would be efficacious for the prevention of disease and was guaranteed for 5 years were false and misleading.

On January 29, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**138. Adulteration and misbranding of prophylactics. U. S. v. 47 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1251. Sample No. 87279-D.)**

On or about January 2, 1940, the United States attorney for the Eastern District of South Carolina filed a libel against 47 gross of prophylactics at Columbia, S. C., alleging that the article had been shipped in interstate commerce on or about November 10, 1939, by Ross Products from New York, N. Y.; and charging that it was adulterated and misbranded. It was labeled in part: "Genuine Latex Shield Prophylactics."

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

It was alleged to be misbranded in that representations in the labeling that it was a prophylactic, was air-tested, and was effective for the prevention of disease, were false and misleading.

On January 25, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**139. Adulteration of prophylactics. U. S. v. 94 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1166. Sample No. 62610-D.)**

On December 8, 1939, the United States attorney for the Southern District of Texas filed a libel against 94 dozen prophylactics at Houston, Tex. On December 15, 1939, the libel was amended to cover 94 gross. It was alleged in the libel as amended that the article had been shipped in interstate commerce on or about February 28, 1939, by Standard Latex Products Corporation from New York, N. Y.; and that it was adulterated in that its quality fell below that which it purported or was represented to possess. It was labeled in part: "Silver Bond."

On January 16, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**140. Misbranding of prophylactics. U. S. v. 18 $\frac{1}{2}$  Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1004. Sample No. 68146-D.)**

On November 22, 1939, the United States attorney for the Southern District of New York filed a libel against 18 $\frac{1}{2}$  gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about August 15, 1939, by W. H. Reed & Co. from Atlanta, Ga.; and charging that the article was misbranded. The article was labeled in part: "Three Star Brand \* \* \* Genuine Goldbeaters."

The article was alleged to be misbranded in that the representations in the labeling that it was double-selected, was made from a choice grade of materials, that it represented high quality, and was effective for the prevention of disease were false and misleading.

On December 12, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.