

They were alleged to be misbranded in that the statements in the labeling, "For Prevention of Disease \* \* \* Guaranteed Five Years \* \* \* Disease Preventative Guaranteed 5 Years," were false and misleading since they represented that the articles would be effective to prevent disease and were guaranteed for such purposes for 5 years; whereas they were not effective to prevent disease and would not be effective for such purposes for 5 years since they were defective because of the presence of holes.

The information also charged other shipments of this product which were adulterated and misbranded in violation of the Food and Drugs Act of 1906, as reported in notices of judgment published under that act.

On June 18, 1941, the defendants having entered pleas of guilty, the court imposed a fine of \$100 on each of the counts, the fine on the counts charging violation of the Federal Food, Drug, and Cosmetic Act amounting to \$400.

**413. Adulteration and misbranding of prophylactics. U. S. v. 3 $\frac{1}{8}$  Gross, 285 Dozen, 18 Dozen, and 30 Dozen Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 3264, 3519, 3586. Sample Nos. 10439-E, 10440-E, 10722-E, 34728-E, 34729-E.)**

On October 30 and December 19 and 30, 1940, the United States attorney for the Southern District of New York filed libels against 3 $\frac{1}{8}$  gross and 333 dozen prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about October 3, November 5, and December 5, 1940, by W. H. Reed & Co., Inc., from Atlanta, Ga.; and charging that it was adulterated and misbranded.

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 the following statements were false and misleading: (Envelope) "Three Star Brand Goldbeaters are made from choice grade of materials \* \* \* and represent high quality of Goldbeaters \* \* \* for the Prevention Of Disease," and (instruction sheet) "The merchandise which you will find in this package is made of selected material \* \* \* with all the care and skill which long experience in manufacturing can give"; (carton) "Supreme \* \* \* Specially Selected," and (envelope) "Supreme \* \* \* Specially Selected Silver-Tex Brand Goldbeaters are made from the choicest grade of materials obtainable, \* \* \* and represent the highest quality of Goldbeaters. \* \* \* for the prevention of contagious diseases"; (carton) "Guaranteed Five Years," and (envelope) "Texide Brand Goldbeaters are made from the choicest grade of materials obtainable, \* \* \* and represent the highest quality of Goldbeaters. \* \* \* for the prevention of contagious diseases only"; and (carton) "Double Selected \* \* \* Supreme," (envelope) "Double Selected \* \* \* Supreme Monat Brand Goldbeaters are made from the choicest grade of materials obtainable, \* \* \* and represent the highest quality \* \* \* for the prevention of contagious diseases," and (direction sheet) "\* \* \* for the prevention of disease."

Portions of the article were alleged to be misbranded further in that it was in package form but (1) did not bear a label containing the name and place of business of the manufacturer, packer, or distributor; and (2) did not bear a label containing an accurate statement of the quantity of the contents.

On November 22, 1940, and January 8 and 17, 1941, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**414. Adulteration and misbranding of prophylactics. U. S. v. 983 Gross of Prophylactics (and 6 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 1314, 1315, 2430, 3160, 3624, 3645, 3671, 3676. Sample Nos. 61197-D, 61198-D, 3192-E, 10727-E, 16943-E, 19248-E, 31937-E, 31939-E, 31949-E, 31950-E, 31951-E.)**

Between January 10, 1940, and January 20, 1941, the United States attorneys for the Northern District of Texas, Western District of Pennsylvania, Southern District of New York, Northern District of Illinois, and Western District of Missouri filed libels against 983 gross of prophylactics at Dallas, Tex., 11 $\frac{1}{2}$  gross at Pittsburgh, Pa., 48 gross at New York, N. Y., 1,595 gross at Chicago, Ill., and 143 gross at Kansas City, Mo., alleging that the article had been shipped in interstate commerce by the Killashun Sales Division from Akron, Ohio, within the period from on or about March 11, 1939, to on or about December 4, 1940; and charging that it was adulterated and misbranded. The article was labeled in part variously: "Genuine LES Liquid Latex"; "Pickaniny Brand Supreme Goldbeaters \* \* \* Olympia Lab. Atlanta, Ga."; "Diana Special \* \* \* Distributed by Boland Laboratories, \* \* \* New York City"; "Killian Mfg.

Co. Akron, Ohio"; "Tetratex"; "X-cello's"; "Genuine Texide"; "Silver-Tex"; "Apris"; and "Texide."

The "Genuine LES Liquid Latex" was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold. The remaining products were alleged to be adulterated in that their quality fell below that which they purported or were represented to possess.

Misbranding was alleged in that the following statements in the labeling were false and misleading: (Genuine LES Liquid Latex) "For the prevention of disease \* \* \* prophylactic \* \* \* Guaranteed five years"; (Pickaniny brand) "Supreme \* \* \* Pickaniny Brand Goldbeaters are made from choice materials and represent a high quality of Goldbeaters \* \* \* for prevention of disease"; (Diana Special) "Special Quality"; (Tetratex) "Prophylactics \* \* \* for prevention of venereal disease"; and (Texide) "For prevention of disease"; (X-cello's, Silver-Tex, and Apris) "Prophylactic."

Between February 23, 1940, and March 14, 1941, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**415. Adulteration and misbranding of prophylactics. U. S. v. 38 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 3332. Sample No. 10432-E.)**

On November 7, 1940, the United States attorney for the Southern District of New York filed a libel against 38 gross of prophylactics at New York, N. Y., alleging that the article had been shipped on or about October 4, 1940, by the Allied Latex Corporation from East Newark, N. J.; and charging that it was adulterated and misbranded. It was labeled in part: "Smithies."

The article was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold, in that it was sold as and for a prophylactic and was not suitable for such purpose by reason of the fact that a large percentage contained perforations or punctures.

It was alleged to be misbranded in that the statement "Prophylactics" in the labeling was false and misleading.

On December 5, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**416. Adulteration and misbranding of prophylactics. U. S. v. 48 Gross and 11 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. Nos. 3622, 3623. Sample Nos. 10726-E, 10729-E.)**

On January 6, 1941, the United States attorney for the Southern District of New York filed a libel against a total of 59 gross of prophylactics at New York, N. Y., alleging that the articles had been shipped in interstate commerce on or about November 20, 1940, by the Crown Rubber Sundries Co. from Akron, Ohio; and charging that they were adulterated and misbranded. They were labeled in part: "Latex Made from liquid rubber Water Cured"; or "Brevs."

The lot labeled "Latex" was alleged to be misbranded in that the statements, "Extra Quality 2 Year Guarantee \* \* \* Guaranteed against deterioration for two years \* \* \* for the prevention of contagious diseases," were false and misleading; and in that the label did not bear an accurate statement of the quantity of the contents. The lot labeled "Brevs" was alleged to be misbranded in that the statements, "Prophylactics \* \* \* an aid for prevention of disease \* \* \* new type prophylactic," were false and misleading since they were not suitable for the prevention of disease because they contained perforations and punctures; and because of their short length could not be depended upon to guard against disease.

On January 25, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**417. Adulteration and misbranding of prophylactics. U. S. v. 2¼ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1719. Sample No. 15386-E.)**

On or about March 26, 1940, the United States attorney for the Southern District of Illinois filed a libel against 2¼ gross of prophylactics at Alton, Ill., alleging that the article had been shipped in interstate commerce on or about February 9, 1940, by Dean & Adelsperger from Kansas City, Mo.; and charging that it was adulterated and misbranded. The article was labeled in part: "Dean's Peacocks."

It was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess since it was represented to be a prophylactic; whereas it was defective in that it contained holes.