

Misbranding was alleged in that the following statements in the labeling were false and misleading: "Prophylactics * * * Guaranteed Five Years * * * against deterioration under normal conditions * * * For the Prevention of Disease * * * Prophylactic * * * For Prevention of Disease."

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

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

29287. Adulteration and misbranding of rubber prophylactics. U. S. v. 5 Gross and 8 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 42146. Sample Nos. 23419-D, 23422-D.)

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

On April 12, 1938, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 13 gross of rubber prophylactics at Seattle, Wash.; alleging that the article had been shipped in interstate commerce on or about October 15, 1937, from Akron, Ohio, by L. E. Shunk Latex Products, Inc.; 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 in the labeling were false and misleading: "Prophylactics * * * Guaranteed Five Years * * * Against Deterioration Under Normal Conditions * * * For the Prevention of Disease * * * For Prevention of Disease * * * Prophylactic."

On June 23, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

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

29288. Adulteration and misbranding of rubber prophylactics. U. S. v. 29 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 42193. Sample Nos. 23434-D, 23435-D.)

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

On April 13, 1938, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 29 gross of rubber prophylactics at Seattle, Wash.; alleging that the article had been shipped in interstate commerce on or about December 14, 1937, from Chicago, Ill., by Hardy, Newman & Co.; 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 in the labeling were false and misleading: "Prophylactics * * * Guaranteed Five Years * * * Against Deterioration Under Normal Conditions * * * For the Prevention of Disease * * * Prophylactic * * * For Prevention of Disease."

On June 23, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

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

29289. Adulteration and misbranding of rubber prophylactics. U. S. v. 17¼ Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 43008. Sample No. 25924-D.)

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

On July 1, 1938, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 17¼ gross of rubber prophylactics at Newark, N. J.; alleging that the article had been shipped in interstate commerce on or about May 28, 1938, from New York, N. Y., by the Mayfair Chemical Co.; 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.