

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 of the respective lots were false and misleading: (Liquid Latex) "Prophylactics \* \* \* Guaranteed five years \* \* \* Sold for the prevention of disease only"; (Tetratex) "Prophylactic \* \* \* For medical purposes \* \* \* Guaranteed five years Disease preventative."

On June 17, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

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

**29279. Adulteration and misbranding of prophylactics. U. S. v. 2 $\frac{1}{16}$  Gross of Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 42289. Sample No. 16770-D.)**

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

On April 30, 1938, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 2 $\frac{1}{16}$  gross of prophylactics at Buffalo, N. Y.; alleging that the article had been shipped in interstate commerce on or about April 23, 1938, from Chicago, Ill., by Frank G. Karg; 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: "Selected Skins \* \* \* Air Tested and Guaranteed for Five Years \* \* \* For Prevention of Disease."

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

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

**29280. Adulteration and misbranding of rubber prophylactics. U. S. v. 5 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 42394. Sample No. 4205-D.)**

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

On May 17, 1938, the United States attorney for the Southern District of Indiana, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 5 gross of rubber prophylactics at New Albany, Ind.; alleging that the article had been shipped in interstate commerce on or about March 9, 1938, by Fletcher Chemical Co., from Cincinnati, Ohio; 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 statements, "Guaranteed \* \* \* For Prevention of Disease \* \* \* Triple Tested Free from Holes Guaranteed Five Years \* \* \* Do not risk buying cheap prophylactics of no protection from unreliable sources," in the labeling were false and misleading.

On July 25, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

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

**29281. Adulteration and misbranding of rubber prophylactics. U. S. v. 26 Gross and 36 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. Nos. 42274, 42275. Sample Nos. 16299-D, 16300-D.)**

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

On April 28, 1938, the United States attorney for the Northern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 62 gross of rubber prophylactics at Birmingham, Ala.; alleging that the article had been shipped in interstate commerce on or about January 29, 1938, from Memphis, Tenn., by International Distributors; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Texide" or "L. E. S. Liquid Latex."