

that it was adulterated and misbranded. It was labeled in part: "Saf-T-Way."

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 impression conveyed by the labeling that it was a safe prophylactic was false and misleading.

On October 16, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**52. Adulteration and misbranding of prophylactics. U. S. v. 231 Dozen Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 366. Sample No. 47360-D.)**

On August 7, 1939, the United States attorney for the District of Maryland filed a libel against 231 dozen prophylactics at Baltimore, Md., alleging that the article had been shipped in interstate commerce on or about July 26, 1939, by Bengor Products Co. from New York, N. Y.; and charging that it was adulterated and misbranded. It was labeled in part: "Texide \* \* \* L. E. Shunk Latex Products, Inc., Akron, Ohio."

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 representations in the labeling that it was a prophylactic and was guaranteed for 5 years, were false and misleading.

On August 28, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**53. Adulteration and misbranding of prophylactics. U. S. v. 39 Gross and 44 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. Nos. 295, 537. Sample Nos. 51907-D, 52471-D.)**

On July 15 and September 11, 1939, the United States attorneys for the Eastern and Western Districts of Pennsylvania filed libels (the former amended July 17, 1939) against 39 gross of rubber prophylactics at Philadelphia, Pa., and 44 gross of the product at Pittsburgh, Pa., alleging that the article had been shipped in interstate commerce on or about June 7 and August 14, 1939, by Goodwear Rubber Co. from New York, N. Y.; and charging that it was adulterated and misbranded. It was labeled in part: "Silverpac."

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 its labeling bore representations that it was a disease preventative, that it was air-tested, that it was guaranteed for 5 years, that it was guaranteed to stand any reasonable test demanded by the Government in accordance with the "Pure Food and Drug Laws," and was guaranteed to be as good and as safe as any brand on the market today regardless of the fact that other prophylactics are sold at much higher prices, which representations were false and misleading.

On August 5 and October 5, 1939, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**54. Adulteration and misbranding of prophylactics. U. S. v. 263 Gross of Prophylactics (and 3 other seizure actions against the same product). Default decree of condemnation and destruction. (F. D. C. Nos. 306, 378, 425, 426, 461. Sample Nos. 44479-D, 44480-D, 44481-D, 54942-D, 55930-D, 55931-D, 67867-D.)**

Between July 24 and August 23, 1939, the United States attorneys for the District of New Jersey, the Northern District of Illinois, and the Southern District of New York filed libels against 263 gross of prophylactics at Newark, N. J., 126 $\frac{1}{2}$  gross of prophylactics at Chicago, Ill., and 249 gross of the product at New York, N. Y., alleging that the article had been shipped in interstate commerce within the period from on or about April 15 to on or about August 4, 1939, by L-A Export Co. from Kansas City, Mo.; and charging that it was adulterated or misbranded or both. The article was labeled variously in part: "Truco \* \* \* Distributed by Penn-Jersey Rubber Co., Newark, N. J.;" "Made from Liquid Latex Air Tested G. W. R. Co.;" or "Clinic [or "Air Tested"] \* \* \* Distributed by Gotham Rubber Co., Chicago, Ill."

The lots seized in the Districts of New Jersey and Northern Illinois were alleged to be adulterated in that the quality of the article fell below that which it purported or was represented to possess.

Misbranding was alleged with respect to the lot seized in the Northern District of Illinois, and in the Southern District of New York in that the representation in the labeling that they were "Air Tested" and that in the labeling of a portion that the product was a disease preventative, was dependable, and had been manufactured of the finest quality of latex rubber, were false and misleading.

Between August 18 and November 8, 1939, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**55. Adulteration and misbranding of prophylactics. U. S. v. 21 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 270. Sample No. 54932-D.)**

On July 10, 1939, the United States attorney for the Northern District of Illinois filed a libel against 21 gross of prophylactics at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about June 1, 1939, by Killashun Sales Division from Akron, Ohio; and charging that it was adulterated and misbranded. The article was labeled in part: "L. E. S. Genuine Liquid Latex."

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 in the labeling that it was guaranteed for 5 years and would prevent venereal disease, were false and misleading.

On September 2, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**56. Adulteration of prophylactics. U. S. v. 5½ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 367. Sample No. 67757-D.)**

On August 10, 1939, the United States attorney for the Southern District of New York filed a libel against 5½ gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about June 30, 1939, by W. H. Reed & Co. from Atlanta, Ga.; and charging that it was adulterated in that its quality fell below that which it purported to possess.

On September 22, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**57. Adulteration of prophylactics. U. S. v. 60 Boxes of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 400. Sample No. 66186-D.)**

On August 15, 1939, the United States attorney for the Northern District of Georgia filed a libel against 60 boxes of prophylactics at Atlanta, Ga., alleging that the article had been shipped in interstate commerce on or about July 18, 1939, by Frank G. Karg from Chicago, Ill.; and charging that it was adulterated. It was labeled in part: "Trico Banded Skins."

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

On September 9, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**58. Misbranding of prophylactics. U. S. v. 4 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 255. Sample Nos. 44238-D, 44239-D.)**

On July 6, 1939, the United States attorney for the Southern District of New York filed a libel against 4 gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about June 20, 1939, by the Olympia Laboratory from Atlanta, Ga.; and charging that it was misbranded. It was labeled in part "Amazons."

The article was alleged to be misbranded in that representations appearing variously in the labeling that it was air-tested, was made from the choicest grade of materials obtainable, represented the highest quality, would be effective for the prevention of contagious diseases, was 100 percent perfect, and was made of selected material with all the care and skill which long experience in manufacturing can give, were false and misleading when applied to a product which was not suitable for the prevention of disease because it contained perforations or punctures.

On July 20, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.