

**PRODUCT:** *Prophylactics*. 75 gross at Alexandria, La., 4½ gross at Knoxville, Tenn., 23 gross at Charleston, W. Va., and 16 gross at Boston, Mass. Examination of samples disclosed that the article was defective in that it contained holes.

**LABEL, IN PART:** "Tetratex," "Red-Pak," "Gold Pak," or "Xcello's."

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the following statements on the labels of portions of the article were false and misleading as applied to articles containing holes: (Red-Pak and Xcello's Brand) "Prophylactics"; (Tetratex Brand) "Prophylactics" and "For Prevention of Venereal Disease"; (Gold Pack Brand) "For your protection," "For Prevention of Disease," "Guaranteed Five Years," and "Represents the highest quality of Prophylactics."

**DISPOSITION:** June 15 and September 13, 1945, and April 29 and June 17, 1946. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**2081. Adulteration and misbranding of prophylactics. U. S. v. 34½ Gross of Prophylactics (and 4 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 18845, 19269, 19343, 19356, 21098. Sample Nos. 19434-H, 19884-H, 26397-H, 47330-H, 49967-H.)**

**LIBELS FILED:** Between the dates of January 15 and September 20, 1946, District of Minnesota, District of Colorado, Eastern District of Louisiana, and Western District of Texas.

**ALLEGED SHIPMENT:** Between the approximate dates of October 17, 1945, and July 25, 1946, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo.

**PRODUCT:** *Prophylactics*. 60½ gross at Minneapolis, Minn., 8 gross at Denver, Colo., 9 gross at El Paso, Tex., and 19 gross at New Orleans, La. Samples of the product were found to be defective because of the presence of holes.

**LABEL, IN PART:** "Peacocks," "Ultrex Platinum," "Peacock Reservoir Ends Victory Package."

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the quality of the articles fell below that which they purported and were represented to possess.

Misbranding, Section 502 (a), the label statements "Scientifically Tested \* \* \* For Your Protection \* \* \* Guaranteed against deterioration for two years," and "An aid in preventing venereal disease \* \* \* Scientifically tested" were false and misleading as applied to these articles, which contained holes.

**DISPOSITION:** Between the dates of March 5 and October 22, 1946, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

**2082. Adulteration and misbranding of prophylactics. U. S. v. 24 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 21119. Sample No. 60043-H.)**

**LIBEL FILED:** September 30, 1946, Western District of Pennsylvania.

**ALLEGED SHIPMENT:** On or about July 30, 1946, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo.

**PRODUCT:** 24 gross of *prophylactics* at Erie, Pa. Examination of 144 samples of the product showed that 3.5 percent were defective in that they contained holes.

**LABEL, IN PART:** "3 Dean's Peacocks Reservoir End."

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the label statements on the three-unit package, "Tested Dean's reservoir end Peacocks are tested on new modern equipment for your protection. An aid in preventing venereal diseases," were false and misleading.

**DISPOSITION:** October 30, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.