2322. Adulteration and misbranding of prophylactics. U. S. v. W. H. Reed and Co., Inc., a partnership, and Robert A. Gusman and Jerome Rado. Pleas of guilty. Partnership fined $600; individual defendants each fined $300. (F. D. C. No. 15527. Sample Nos. 67066–F, 87219–F.)

INFORMATION FILED: September 30, 1946, Northern District of Georgia, against W. H. Reed and Co., Inc., Atlanta, Ga., and Robert A. Gusman and Jerome Rado, partners.

ALLEGED SHIPMENT: On or about April 10 and July 18, 1944, from the State of Georgia into the State of Missouri.

LABEL, IN PART: (Packages) "Red-Pak" or "X cello's prophylactics a product of latex Mfd. By The Killian Mfg. Co. Akron, Ohio."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess. It purported to be and was represented as a prophylactic, but was not a prophylactic since it was ineffective for prophylaxis because of the presence of holes.

Misbranding, Section 502 (a), (1 shipment) the statement "Prophylactics" appearing on the packages containing the article was false and misleading.

DISPOSITION: March 6, 1947. Pleas of guilty having been entered, the partnership was fined $600 and the individual defendants were each fined $300.

2323. Adulteration and misbranding of prophylactics. U. S. v. 348 Gross * * *. (F. D. C. No. 24611. Sample No. 22388–K.)

LIBEL FILED: April 29, 1948, Northern District of Texas.

ALLEGED SHIPMENT: On or about February 10, 1948, by W. H. Reed & Co., Inc., from Atlanta, Ga.

PRODUCT: 348 gross of rubber *prophylactics* at Dallas, Tex. Examination of samples showed that 2.2 percent were defective in that they contained holes.

LABEL, IN PART: (Box) "Golden Pheasant This package contains three Golden Pheasant Prophylactics."

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 representation on the label to the effect that the product would be effective for the prevention of disease was false and misleading as applied to an article containing holes.

DISPOSITION: June 7, 1948. W. H. Reed & Co., Inc., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for segregation and conversion of the unfit portion into scrap rubber, under the supervision of the Federal Security Agency.

2324. Adulteration and misbranding of prophylactics. U. S. v. 118 Gross * * * (and 1 other seizure action). (F. D. C. Nos. 23014, 23632. Sample Nos. 66699–H, 86713–H.)

LIBELS FILED: May 7 and August 12, 1947, Eastern District of Missouri and Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about August 5, 1946, and July 7, 1947, by Killashun Sales Division, from Akron, Ohio.

PRODUCT: *Prophylactics.* 118 gross at St. Louis, Mo., and 21 gross at Philadelphia, Pa. Examination of samples showed that 4 percent in one lot and 4.5 percent in the other lot were defective in that they contained holes.

LABEL, IN PART: "Tetratex [or "Texide"] Prophylactics."

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 "Prophylactic" and "Prophylactics tested" were false and misleading as applied to an article containing holes.

DISPOSITION: June 6, 1947, and January 19, 1948. Default decrees of condemnation and destruction.

2325. Adulteration and misbranding of prophylactics. U. S. v. 42 Gross * * *. (F. D. C. No. 21834. Sample No. 50132–H.)

LIBEL FILED: December 12, 1946, Southern District of Texas.

ALLEGED SHIPMENT: On or about July 11, 1946, by the Killashun Sales Division, from Akron, Ohio.