

**ALLEGED SHIPMENT:** On or about October 2 and 3 and November 9 and 17, 1945, and March 22, 1946, by the Killashun Sales Division, from Akron, Ohio.

**PRODUCT:** *Prophylactics*. 150 gross at Los Angeles, Calif., and 68 gross at Houston, Tex. Samples of the product were defective since they contained holes or ruptured under slight pressure.

**LABEL, IN PART:** "Koin-Pack Prophylactics," "Koin-Pack Sold for the Prevention of Disease," or "Silver-Tex 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," "Prophylactics \* \* \* Tested," and "for the Prevention of Disease" were false and misleading as applied to articles which contained holes or which ruptured under slight pressure.

**DISPOSITION:** May 23 and July 19, 1946. No claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

**2078. Adulteration and misbranding of prophylactics. U. S. v. 299 Gross, 25 Gross, and 30 Gross of Prophylactics. Default decrees of condemnation and destruction.** (F. D. C. Nos. 15835, 16031. Sample Nos. 17923-H, 17924-H, 19131-H.)

**LIBELS FILED:** On or about April 12 and May 12, 1945, Northern District of Illinois and District of Minnesota.

**ALLEGED SHIPMENT:** On or about March 5, 6, and 9, 1945, by the Akron Drug and Sundries Co., from Akron, Ohio.

**PRODUCT:** *Prophylactics*. 324 gross at Chicago, Ill., and 30 gross at Minneapolis, Minn. Samples of the product were found to be defective because of the presence of holes.

**LABEL, IN PART:** "Derbies Manufactured for Jay Dee Drug Co., Chicago, Ill., by the Killian Manufacturing 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.

Misbranding, Section 502 (a), the label statement "For the Prevention of Disease" was false and misleading as applied to an article containing holes.

**DISPOSITION:** July 13, 1945, and January 30, 1946. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**2079. Adulteration and misbranding of prophylactics. U. S. v. 3 Gross of Prophylactics. Default decree of condemnation and destruction.** (F. D. C. No. 17287. Sample No. 21445-H.)

**LIBEL FILED:** On or about September 26, 1945, District of Kansas.

**ALLEGED SHIPMENT:** On or about July 13, 1945, by the Perfection Rubber Co., from Akron, Ohio.

**PRODUCT:** 3 gross of *prophylactics* at Topeka, Kans. Samples of the product were found to be defective because of the presence of holes.

**LABEL, IN PART:** "Gold Band Perfection Supreme Quality 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 statement "Perfection Supreme Quality Prophylactics" was false and misleading as applied to an article which contained holes.

**DISPOSITION:** October 1, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**2080. Adulteration and misbranding of prophylactics. U. S. v. 75 Gross of Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction.** (F. D. C. Nos. 15846, 16002, 16181, 19450. Sample Nos. 2616-H, 13593-H, 24345-H, 58775-H.)

**LIBELS FILED:** March 30 and May 7 and 14, 1945, and March 20, 1946, Western District of Louisiana, Eastern District of Tennessee, Southern District of West Virginia, and District of Massachusetts.

**ALLEGED SHIPMENT:** Between the approximate dates of January 15, 1945, and February 6, 1946, by the Crown Rubber Sundries Co., from Akron, Ohio.

**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.