'Prophylactic * * * Guaranteed Five Years * * * For Prevention of Disease"; (Gold Tex) "Prophylactic * * * Disease Preventive."

On March 11, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28722. Adulteration and misbranding of rubber prophylactics. U. S. v. 21½ Gross of Rubber Prophylactics (and 6 other similar seizure actions). Default decrees of condemnation and destruction. (F. & D. Nos. 41529, 41566, 41606, 41786, 42000, 42015, 42016. Sample Nos. 1403–D, 7536–D, 9749–D, 9750–D, 11763–D, 14051–D, 14052–D, 17224–D, 17225–D.)

An examination of these prophylactics showed that some of them were defective in that they contained holes.

On various dates between January 25 and March 25, 1938, six United States attorneys, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 94 3/12 gross of rubber prophylactics in various lots at Newark, N. J.; Baltimore, Md.; Boston, Mass.; New Haven, Conn.; Washington, D. C.; and Williamsport, Pa., alleging that the article had been shipped in interstate commerce on various dates between October 29, 1937, and February 28, 1938, from New York, N. Y., by Joseph Jacobs, and charging adulteration and misbranding in violation of the Food and Drugs Act. Various lots of the article were labeled in part: "Skintex," "Real-Skin," "Texide," "Pure-Tex," "Dr. Reed's Rubber-Tissue," and "Jewels."

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 variously appearing on the labeling of the several brands of the product were false and misleading: (Skintex) "Skintex * * * a Disease Preventative * * * Guaranteed 2 Years * * * Prophylactic"; (on a portion only of the Skintex) "Guaranteed 5 Years"; (Real-Skin) "Excellent Quality * * * For Prevention of Disease * * * Real-Skin * * * Guaranteed 2 years"; (Texide) "Prophylactics * * * Guaranteed 5 Years * * * Against deterioration under Normal Conditions * * * For the Prevention of Disease * * * Prophylactic * * * Guaranteed 5 Years"; (Pure-Tex) "Excellent Quality * * * Guaranteed 5 Years * * * Triple Air tested * * * For Prevention of Diseases"; (Dr. Reed's Rubber-Tissue) "Guaranteed 5 Years * * * Unconditionally Guaranteed * * * For Prevention of Disease"; (Jewels) "A Tested Disease Preventative * * * A Better Latex * * * A Better Product * * * Guaranteed 5 Years * * * Disease Preventative * * * Tested."

On various dates between March 15 and May 11, 1938, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28723. Adulteration and misbranding of rubber prophylactics. U. S. v. 9⅔ Gross of Liquid Latex (and 4 other seizure actions against the same product). Default decrees of condemnation and destruction. (F. & D. Nos. 41656 to 41660, incl. Sample Nos. 1167–D to 1172–D, incl.)

Examination of these prophylactics showed that some of them were defective in that they contained holes.

On February 10, 1938, the United States attorney for the Western District of Pennsylvania, acting upon reports by the Secretary of Agriculture, filed in the district court libels praying seizure and condemnation of 40⅔ gross of rubber prophylactics at Erie, Pa., alleging that the article had been shipped in interstate commerce on or about January 20, 1938, from Akron, Ohio, by the Better Rubber Co., 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 appearing on the labeling were false and misleading: (Certain lots) "Guaranteed Five Years * * For Prevention of Disease"; (on one lot) "Tru-Tex * * * Prophylactics * * * Disease Preventative"; (on one other lot) "Xcello's * * * the perfected latex Guaranteed Five Years. Notice the Within Articles are manufactured and sold for the Prevention of Contagious Disease."

On March 30 and April 1, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*