

28732. Adulteration and misbranding of rubber prophylactics. U. S. v. 39 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41568. Sample No. 1405-D.)

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

On or about January 31, 1938, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 39 gross of rubber prophylactics at Baltimore, Md., alleging that the article had been shipped in interstate commerce on or about December 9, 1937, from New York, N. Y., by Bengor Products Co., and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Silver Skin."

It 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 package were false and misleading: "Skin * * * prophylactics * * * for prevention of disease * * * guaranteed 5 years."

On March 15, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

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

28733. Adulteration and misbranding of rubber prophylactics. U. S. v. 32 Gross of Rubber Prophylactics (and 22 other seizure actions against the same product). Default decrees of condemnation and destruction. (F. & D. Nos. 41373, 41549, 41575, 41605, 41778 to 41783, incl., 41785, 41953, 41955, 41956, 41974, 41975, 41992, 42002, 42009, 42031, 42032, 42044, 42045, 42070, 42071, 42101, 42108, 42109, 42110, 42142, 42173, 42174, 42192. Sample Nos. 810-D, 1413-D, 3026-D to 3029-D, incl., 7773-D, 7774-D, 9002-D, 9382-D, 9384-D to 9389-D, incl., 9723-D, 9724-D, 9745-D, 9751-D, 9754-D, 9755-D, 14050-D, 15233-D, 15234-D, 15235-D, 16562-D, 16563-D, 16565-D, 16567-D, 16568-D, 16572-D, 17598-D, 19348-D, 19349-D, 19350-D, 19358-D, 24818-D.)

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

On various dates between January 13 and April 30, 1938, 12 United States attorneys, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 766½ gross of rubber prophylactics at Chicago, Ill.; Baltimore, Md.; Atlanta, Ga.; Sloan, N. Y.; Allentown, Pa.; San Francisco, Calif.; Jersey City, N. J.; Wilkes-Barre, Pa.; Tulsa, Okla.; Minneapolis, Minn.; Dallas, Tex.; and Boston, Mass. The libels alleged that the article had been shipped in interstate commerce on various dates between June 11, 1937, and April 4, 1938, from North Kansas City and Kansas City, Mo., by the Dean Rubber Manufacturing Co.; and charged adulteration and misbranding in violation of the Food and Drugs Act. The article was designated variously: "Druggists," "Liquid Latex," "Peacocks," "Gents," "Sekurity," "Parisians," "Rainbow," "Hermes," "Ultrex," "Feather Wate," "Royal Satin," and "Orchids."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

The product labeled "Peacocks" was alleged to be misbranded in that the following statements variously appearing in the labeling of certain lots, and similar statements appearing in a leaflet or circular accompanying other lots were false and misleading: "Prophylactics * * * Air Tested * * * For your Protection * * * Peacocks are Air blown tested 100% perfect. No other prophylactic quite as good for your protection. * * * Guaranteed for 5 years against deterioration * * * No. 1 Grade * * * Blown Tested * * * For Prevention of Disease * * * Prophylactic. Guaranteed for 10 years against Deterioration * * * Guaranteed 10 years * * * Every Peacock is specially selected and air tested to guard against bubbles, pin holes, blisters, etc. * * * For your own protection"; (display carton) "Sell your customer on the Health Feature of the Reservoir End. Explain how injurious the Plain End is to the prostate and nervous system. Make it clear that Dean's Reservoir End Peacocks * * * represent a scientific advancement in prophylactic manufacture"; (leaflet) "Prophylactic * * * Question * * * Why can I (the buyer) be reasonably certain the rubber prophylactics I purchase actually give protection? Do not buy from irresponsible druggists or peddlers that will offer you other than air-blown tested merchandise. The majority of peddlers sell rubber goods at cut prices because they sell throw outs and seconds. Be certain that the rubber prophylactics you buy carry the trade mark of a reputable rubber goods manufacturer. * * * Peacocks are all air-blown