The article was alleged to be adulterated in that its quality fell below that which it purported and was represented to possess. With the exception of the Indiana lot, the article was alleged to be misbranded because of false and misleading statements in its labeling regarding its efficacy in the prevention of disease.

On July 31, 1944, W. H. Reed and Co., Atlanta, Ga., claimant, having admitted the allegations of the libel against the Georgia lot, judgment of condemnation was entered and the product was ordered released under bond, conditioned that the product be tested and that the unfit portion be destroyed under the supervision of the Food and Drug Administration. Between September 11 and December 29, 1944, no claimant having appeared for the other lots, judgments of condemnation were entered and the product was ordered destroyed.

1436. Adulteration and misbranding of prophylactics. U. S. v. 46½ Gross of Prophylactics. Default decree of destruction. (F. D. C. No. 13182. Sample No. 87509–F.)

On August 8, 1944, the United States attorney for the District of Minnesota filed a libel against 46½ gross of prophylactics at Minneapolis, Minn., alleging that the article had been shipped on or about July 20, 1944, by the Standard Drug Co., from Chicago, Ill. The article was labeled in part: "Silver-Tex Prophylactics."

Examination of samples disclosed that the article was defective in that it contained holes.

The article was alleged to be adulterated in that its quality fell below that which it purported and was represented to possess. It was alleged to be misbranded in that the label statement, "Prophylactics," was false and misleading as applied to an article that contained holes.

On October 2, 1944, no claimant having appeared, judgment was entered ordering that the product be destroyed.

1437. Adulteration and misbranding of prophylactics. U. S. v. 49⅙ Gross, 161½ Gross, and 92½ Gross of Prophylactics. Default decrees of destruction. (F. D. C. Nos. 12686, 12760, 13055. Sample Nos. 40152–F, 40436–F, 40507–F, 87401–F.)

Between June 14 and July 25, 1944, the United States attorney for the District of Minnesota filed libels against 303⅙ gross of prophylactics at Minneapolis, Minn., alleging that the article had been shipped between the approximate dates of February 14 and April 26, 1944, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo., and Kansas City, Mo. The article was labeled in part: "Peacocks," or "Ultrex Platinum."

Examination of samples showed that the article was defective in that it contained holes.

The article was alleged to be adulterated in that its quality fell below that which it purported and was represented to possess. It was alleged to be misbranded in that the labeling statements, (49⅙-gross lot) "Air-Tested Each and Every Peacock Device is 'Scientifically Tested' by Special Process * * * an aid in preventing venereal disease Guaranteed Two Years Against Deterioration," (161½-gross lot) "Scientifically Tested * * * For Your Protection * * * Guaranteed Against Deterioration for Two Years," and (92½-gross lot) "Scientifically Tested by Special Process. * * * An Aid in Preventing Venereal Disease," were false and misleading as applied to an article containing holes.

Between July 26 and September 11, 1944, no claimant having appeared, judgments were entered ordering that the product be destroyed.

DRUGS ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

DRUGS FOR HUMAN USE

1438. Misbranding of Ceregen. U. S. v. 19 Dozen Packages of Ceregen. Default decree of condemnation and destruction. (F. D. C. No. 12710. Sample Nos. 35256–F to 35259–F, incl.)

On or about June 22, 1944, the United States attorney for the Southern District of Florida filed a libel against 19 dozen packages of Ceregen at Tampa, Fla., alleging that the article had been shipped by the Ulrici Medicine Co., Inc., from New York, N. Y., between the approximate dates of December 24, 1943, and February 23, 1944.

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[1] See also Nos. 1401–1404, 1407–1409, 1412–1414, 1419, 1427, 1430–1437.