Ill., by the Berg Sales Co. The article was labeled in part: "Texide Rubber Sheaths."

Examination 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.

On March 1, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed to the extent that it would be suitable only for salvage rubber.

1528. Adulteration and misbranding of prophylactics. U. S. v. 46 Gross Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 15236, 15241, 15467, 15615. Sample Nos. 10425-H, 18321-H, 18322-H, 29041-H, 31408-H.)

Between February 13 and March 13, 1945, the United States attorneys for the District of Minnesota, the Western District of Pennsylvania, and the Northern and Southern Districts of California filed libels against the following quantities of prophylactics: 46 gross at Minneapolis, Minn., 24 gross at Pittsburgh, Pa., 195 dozen at San Francisco, Calif., and 5 gross at Los Angeles, Calif.; alleging that the article had been shipped between the approximate dates of October 25, 1944, and February 14, 1945, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo., and Kansas City, Mo. The article was labeled in part: "Sekurity Prophylactics," "Dean's Genuine Reservoir End Parisian," "Ultrex Economy Package," or "Dean's Peacocks."

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

It was alleged to be adulterated in that its quality fell below that which it purported and was represented to possess.

The article was alleged to be misbranded in that the following label statements were false and misleading as applied to an article containing holes: (Sekurity brand) "Sekurity Prophylactics * * * Sekurity's are tested on new, modern equipment for your protection * * * An aid in preventing venereal diseases"; (Parisian brand) "Devices for use as an aid in Preventing Venereal Diseases. Guaranteed 2 years against Deterioration * * * Medical science wages an unceasing battle against disease and one of its most important and effective weapons is rubber devices * * * why buy inferior devices and take chances, your health comes first * * * Devices are individually Air Blown tested and inspected under strong lights for your Protection. Insist on Dependable Protection," "An aid in preventing Venereal disease. Guaranteed for 2 years against deterioration. Every individual Parisian is carefully selected and tested," and "For your Health's Sake * * * selected prophylactic * * * a reliable safeguard for your health"; (Ultrex brand) "Scientifically Tested," and "Ultimate of Quality"; and (Peacock brand) "Tested," "for your protection," and "An aid in preventing venereal diseases."

Between March 29 and June 13, 1945, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

1529. Adulteration and misbranding of prophylactics. U. S. v. 45½ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 15271. Sample No. 5637-H.)

On or about February 12, 1945, the United States attorney for the District of Connecticut filed a libel against 45½ gross of prophylactics at New Haven, Conn., alleging that the article had been shipped on or about January 16, 1945, by the Universal Merchandise Co. (Gotham Sales Co.), New York, N. Y. The article was labeled in part: "XCello's Prophylactics."

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

It 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 when applied to an article containing holes.

On March 14, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1530. Adulteration and misbranding of prophylactics. U. S. v. 23¼ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 15449. Sample No. 29055-H.)

On March 1, 1945, the United States attorney for the Northern District of California filed a libel against 23¼ gross of prophylactics at San Francisco, Calif., alleging that the article had been shipped on or about September 22 and October