1631. Adulteration and misbranding of prophylactics. U. S. v. 118 Gross, etc., of Prophylactics (and 2 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 15616, 15653, 16937. Sample Nos. 16602-H to 16604-H., incl., 16606-H, 16608-H, 16609-H, 18375-H, 18377-H.)

LIBELS FILED: Between March 19 and July 30, 1945, Northern District of Illinois and District of Minnesota.

ALLEGED SHIPMENT: Between the approximate dates of December 14, 1944, and July 6, 1945, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo.

PRODUCT: 166½ gross of *prophylactics* at Chicago, Ill., and 48 gross of *prophylactics* at Minneapolis, Minn. Examination of samples disclosed that the product was defective in that it contained holes.

LABEL, IN PART: "Dean's Peacocks Reservoir Ends," "Genuine Peacocks Dean's Reservoir End," "Sekurity Prophylactics," "Parisians," or "Ultrex."

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 label statements were false and misleading as applied to an article containing holes: "tested * * * for your protection. * * * An aid in preventing venereal diseases"; "Guaranteed 2 years against deterioration. Each and Every Peacock Device is 'Scientifically Tested' * * * An aid in preventing venereal disease"; "Sekurity Prophylactics Sekurity's are tested * * * for your protection. * * * An aid in preventing venereal diseases"; "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."

DISPOSITION: December 14, 1945, and January 28, 1946. No claimant appearing when the libel proceedings came up for final decision, judgments of condemnation were entered and the products were ordered destroyed.

1632. Adulteration and misbranding of prophylactics. U. S. v. 16¼ Gross and 111½ Gross of Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 15655, 15989. Sample Nos. 25420-H, 26447-H.)

LIBELS FILED: On or about March 23 and May 3, 1945, District of Colorado and District of Utah.

ALLEGED SHIPMENT: Between the approximate dates of December 28, 1944, and March 8, 1945, from Akron, Ohio, by the Akron Drug and Sundries Co.

PRODUCT: 16¼ gross of *prophylactics* at Denver, Colo., and 111½ gross of *prophylactics* at Salt Lake City, Utah. Examination of samples disclosed that the article was defective in that it contained 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: April 7 and July 28, 1945. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

DRUGS ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

DRUGS FOR HUMAN USE

1633. Adulteration and misbranding of Burma Foot Cream. U. S. v. Sexton Drug Store (The Belmont Co.). Plea of guilty. Fine, $100. (F. D. C. No. 14295. Sample No. 68109-F.)

INFORMATION FILED: May 2, 1945, District of Massachusetts, against the Sexton Drug Store, a corporation trading as the Belmont Co., at Springfield, Mass.

ALLEGED SHIPMENT: On or about April 14, 1944, from the State of Massachusetts into the State of Ohio.

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*See also Nos. 1601, 1602, 1613–1617, 1623, 1624, 1626, 1630–1632.