Misbranding, Section 502 (a), the label statement "Sterilized" was false and misleading.

DISPOSITION: October 30, 1945. Parke, Davis and Co., Detroit, Mich., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be reprocessed, or disposed of otherwise, under the supervision of the Federal Security Agency.

1824. Adulteration and misbranding of prophylactics. U. S. v. 1 Case of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 16744. Sample Nos. 13738–H, 13740–H.)

LIBEL FILED: June 27, 1945, Northern District of Ohio.

ALLEGED SHIPMENT: On or about May 10, 1945, by the Acme Overseas Express, from Miami, Fla.

PRODUCT: 1 case containing 60 gross of *prophylactics*, at Akron, Ohio. Examination of samples disclosed that 72.2 percent were defective in that they contained holes.

LABEL, IN PART: "L. E. S. Liquid Latex Genuine."

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 statements, "Sold for the Prevention of Disease Only * * * Prophylactic * * * Guaranteed Five Years," were false and misleading when applied to an article containing holes.

DISPOSITION: July 27, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1825. Adulteration and misbranding of prophylactics. U. S. v. 41½ Gross and 58½ Gross of Prophylactics. Default decree of destruction. (F. D. C. No. 17160. Sample Nos. 19075–H, 19076–H.)

LIBEL FILED: August 23, 1945, District of Minnesota.

ALLEGED SHIPMENT: On or about May 1, 1945, by M. H. Jacobs, from Chicago, Ill.

PRODUCT: 41½ gross and 58½ gross of *rubber prophylactics* at Minneapolis, Minn. Examination of samples disclosed that the product was defective in that it contained holes.

LABEL, IN PART: "Apris Prophylactics," or "Xcellos Prophylactics."

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 "Prophylactics" was false and misleading as applied to an article containing holes.

DISPOSITION: August 23, 1945. No claimant having appeared, judgment was entered ordering that the product be destroyed.

1826. Adulteration and misbranding of prophylactics. U. S. v. 13½ Gross of Prophylactics. Default decree of forfeiture and destruction. (F. D. C. No. 17229. Sample No. 13987–H.)

LIBEL FILED: August 31, 1945, Southern District of Indiana.

ALLEGED SHIPMENT: On or about July 18, 1945, by the Perfection Rubber Co., from Akron, Ohio.

PRODUCT: 13½ gross of *prophylactics* at Evansville, Ind. Examination of samples disclosed that 13.9 percent were defective in that they contained holes.

LABEL, IN PART: "Perfection Gold Band Supreme Quality Prophylactics."

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 statements, "Perfection" and "Perfection * * * Supreme Quality Prophylactics," were false and misleading as applied to an article containing holes.

DISPOSITION: October 9, 1945. No claimant having appeared, judgment of forfeiture was entered and the product was ordered destroyed.