at their trial, we have nevertheless, because the defendants were not represented by counsel in the court below and only partially on appeal, examined the record with particular care. We find ample evidence that Dr. Reich and the Wilhelm Reich Foundation deliberately refused to obey the injunction and that Dr. Silvert aided and abetted them in flouting it. Nor do we find any erroneous rulings of law. Indeed, it is evident from the record that throughout the trial the presiding judge solicitously protected the appellants' rights and gave them full opportunity to present every defense available to them under the law.

"Judgment will be entered affirming the judgments of the District Court."

The United States court of appeals, on 12–18–56, after a motion by the defendants, ordered a stay of mandate pending an application to the Supreme Court of the United States for a writ of certiorari. On 1–10–57, defendants filed a petition for a writ of certiorari in the Supreme Court of the United States, which petition was denied on 2–25–57.

Defendants filed in the district court, on 2–27–57, motions to strike the sentences imposed against them for violation of the injunction. These motions were denied on 3–11–57. Thereupon, Wilhelm Reich and Michael Silvert filed motions for reduction or suspension of the sentences of imprisonment, and these motions were denied on or about 4–30–57.

5393. Rubber prophylactics (2 seizure actions). (F. D. C. Nos. 40319, 40327. S. Nos. 60–173/4 M, 72–817 M, 72–820 M.)

QUANTITY: 127 gross at Chicago, Ill.

SHIPPED: Between 2–28–57 and 5–16–57, from Atlanta, Ga., by W. H. Reed & Co., Inc.

RESULTS OF INVESTIGATION: Examination showed that from 3.5 percent to 13 percent of the article was defective in that it contained holes.

LIBELED: 6–10–57 and 6–13–57, N. Dist. Ill.

CHARGE: 501 (c)—the quality of the article, when shipped, fell below that which it purported to possess; and 502 (a)—the label statement "Prophylactics" was false and misleading as applied to a product containing holes.

DISPOSITION: 7–9–57. Default—destruction.

5394. Rubber prophylactics. (F. D. C. No. 40213. S. No. 72–800 M.)

QUANTITY: 34 gross ctns., each ctn. containing 12 boxes, each box containing 4 tins, and each tin containing 3 *rubber prophylactics*, at Chicago, Ill.

SHIPPED: 2–27–57, from Atlanta, Ga., by W. H. Reed & Co., Inc.

LABEL IN PART: (Tin) "This package contains three Golden Pheasant Prophylactics Insist on the genuine (Made in W. Germany) Golden Pheasant."

RESULTS OF INVESTIGATION: Examination showed that 5.4 percent of the article was defective in that it contained holes.

LIBELED: 5–17–57, N. Dist. Ill.

CHARGE: 501 (c)—the quality of the article, when shipped, fell below that which it purported and was represented to possess; and 502 (a)—the label statement "Prophylactics" was false and misleading as applied to a product which contained holes.

DISPOSITION: 6–19–57. Default—destruction.

5395. Rubber prophylactics. (F. D. C. No. 40307. S. No. 57–627 M.)

QUANTITY: 32 gross at Tampa, Fla.

SHIPPED: 2–19–57, from Atlanta, Ga., by W. H. Reed & Co., Inc.