Adulteration was alleged in that the quality of the article fell below that which it purported or was represented to possess.

It was alleged to be misbranded in that representations in the labeling that it had been air-tested and was effective for the prevention of disease, were false and misleading.

On February 8, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

135. Adulteration and misbranding of prophylactics. U. S. v. 24 Gross, 13 Gross, 17¼ Gross, and 19 Gross of Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 1052, 1067, 1069, 1239. Sample Nos. 62616-D, 62878-D, 62874-D, 66088-D.)

On or about November 22, December 1, 13, and 27, 1939, the United States attorneys for the Southern District of Texas and the Southern District of Florida filed libels against 56 gross of prophylactics at Houston, Tex., and 17¼ gross of prophylactics at Miami, Fla., alleging that the article had been shipped in interstate commerce within the period from on or about July 16 to on or about November 9, 1939, by Dean Rubber Manufacturing Co. from Kansas City or North Kansas City, Mo.; and charging that it was adulterated and misbranded. The article was labeled in part: "Sekurity" or "Genuine Peacocks."

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

It was alleged to be misbranded in that the representations appearing in the labeling of the Sekurity brand that it would afford security, would aid in preventing venereal disease, was air-blown-tested, and was guaranteed 2 years against deterioration; and those appearing in the labeling of the Peacock brand that it would afford protection, was guaranteed against deterioration for 5 years, was air-blown-tested, was the best that money could buy, that all defects were discarded and selects only were packed under the brand, that all seconds were destroyed, and that it was of exceptional quality were false and misleading.

On December 28, 1939, and January 31 and February 9, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

136. Adulteration and misbranding of prophylactics. U. S. v. 6 Gross, 7 Gross, and 59 Dozen Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 614, 615, 648, 649, 658, 659. Sample Nos. 51943-D, 51944-D, 51953-D to 51956-D, incl.)

On September 19, 28, and 29, 1939, the United States attorney for the Eastern District of Pennsylvania filed libels against 17 11/12 gross of prophylactics at Philadelphia, Pa., alleging that the article had been shipped in interstate commerce within the period from on or about August 11 to on or about September 8, 1939, by Lorica Laboratories, Inc., from Jersey City, N. J.; and charging adulteration and misbranding. The article was labeled in part: "Lorica Transparent [or "Velveen"] Shorts * * * For Prevention of Disease."

The article was alleged to be adulterated in that its quality fell below that which it purported or was represented to possess.

Misbranding was alleged in that representations in the labeling that it would be effective for the prevention of disease were false and misleading. It was alleged to be misbranded further in that it was dangerous to health when used as directed in the labeling.

On December 15, 1939, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

137. Adulteration and misbranding of prophylactics. U. S. v. 15¼ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1188. Sample No. 73891-D.)

On December 14, 1939, the United States attorney for the District of Massachusetts filed a libel against 15¼ gross of prophylactics at Boston, Mass., alleging that the article had been shipped in interstate commerce on or about November 1, 1939, by the Everett Rubber Co. from New York, N. Y.; and charging that it was adulterated and misbranded. The article was labeled in part: "Les Genuine Liquid Latex."

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