

those in the labeling of the Koin-Pak brand that it was a prophylactic, were false and misleading.

On March 8, April 8 and 16, and May 9, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

254. Adulteration and misbranding of prophylactics. U. S. v. 9 $\frac{1}{2}$ Gross, 6 $\frac{1}{12}$ Gross, and 7 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 1674. Sample Nos. 16793-E to 16707-E, incl.)

On March 28, 1940, the United States attorney for the District of Kansas filed a libel against 23 $\frac{1}{12}$ gross of prophylactics at Atchison, Kans., alleging that the article had been shipped in interstate commerce within the period from on or about September 27, 1939, to on or about January 25, 1940, by Dean & Adelsperger from Kansas City, Mo.; and charging that it was adulterated and misbranded. The article was labeled in part: "Peacocks" or "Snowtex."

It was alleged to be adulterated and misbranded in that the labeling of the Peacocks brand bore representations that it was air-blown-tested, was of finest quality, would afford protection, would aid in preventing venereal disease, was guaranteed for 2 years against deterioration, was an efficient prophylactic, that all defects were discarded and selects only packed, that all seconds were rejected, and that it was of exceptional quality; and the labeling of the Snowtex brand bore representations that it was guaranteed for 10 years against deterioration, was blown-tested, and was an efficient prophylactic; whereas its quality fell below that which its labeling purported or represented it to possess.

On May 2, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

255. Adulteration and misbranding of prophylactics. U. S. v. 5 $\frac{3}{12}$ Gross of Prophylactics (and 30 other seizure actions involving prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 249, 1277, 1370, 1425, 1436, 1449, 1450, 1453, 1462, 1472, 1473, 1483, 1506, 1509, 1510, 1511, 1512, 1520, 1541, 1545, 1551, 1556, 1568, 1603, 1703, 1742, 2021. Sample Nos. 3885-D, 43836-D to 43839-D, incl., 60172-D, 61243-D, 61514-D, 61515-D, 61562-D, 61607-D, 61619-D, 65819-D, 65820-D, 66400-D, 72461-D to 72464-D, incl., 72479-D to 72482-D, incl., 72484-D, 72485-D, 72492-D, 72496-D, 74445-D to 74449-D, incl., 75144-D, 75145-D, 77422-D, 77753-D, 77754-D, 81415-D, 81416-D, 84037-D to 84040-D, incl., 85938-D, 87803-D, 87806-D, 8027-E, 9164-E, 9165-E, 10786-E to 10792-E, incl.)

Between July 6, 1939, and May 27, 1940, the United States attorneys for the Southern District of New York, Eastern District of Louisiana, Southern District of Alabama, Southern District of Florida, Southern District of Texas, Southern District of Iowa, Northern District of Texas, District of Minnesota, Eastern District of Texas, District of Nebraska, Western District of Pennsylvania, District of Maryland, Eastern District of Pennsylvania, and the Northern District of California filed libels against 326 $\frac{3}{12}$ gross of prophylactics at New York, N. Y.; 13 gross of the product at New Orleans, La.; 19 gross at Mobile, Ala.; 37 gross at Miami, Fla.; 12 $\frac{1}{16}$ gross at Jacksonville, Fla.; 26 $\frac{1}{12}$ gross at Houston, Tex.; 40 gross at Corpus Christi, Tex.; 95 gross at Des Moines, Iowa; 143 gross at Dallas, Tex.; 372 $\frac{3}{4}$ gross at Minneapolis, Minn.; 12 gross at St. Paul, Minn.; 89 gross at Tyler, Tex.; 117 gross at Omaha, Nebr.; 8 $\frac{9}{12}$ gross at Pittsburgh, Pa.; 40 gross at Baltimore, Md.; 39 $\frac{1}{2}$ gross at Philadelphia, Pa.; and 110 $\frac{1}{2}$ gross at San Francisco, Calif. It was alleged in the libels that the article had been shipped in interstate commerce within the period from on or about November 8, 1938, to on or about May 10, 1940, by the Dean Rubber Manufacturing Co. from Kansas City and North Kansas City, Mo.; and that it was adulterated and misbranded. The article was labeled in part, variously: "Trico," "Genuine Peacocks," "Security," "Peacock Dry Skins," "Ultrex Platinum," "Ultrex," "Safe-way," "Hermes," "Sentinel," "Royal Satin Crown," "Mayzel," "Liquid Latex," "Featherwate," or "Luna-Tex."

The article 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 representations in the labeling of the Trico brand that it consisted of selected skins and was for the prevention of disease; representations appearing variously in the labeling of the Peacock brand that it was air-blown-tested on new modern equipment, was guaranteed against deterioration for 2 years (or 5 years) would afford protection, was the best that money could buy, was No. 1 grade, that all defects were discarded and selects only packed, that all seconds were rejected, that it was of exceptional quality, would aid in preventing venereal disease, was an efficient prophylactic, and was especially selected and air-tested to guard against bubbles,