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 regarding its efficacy as a protection against infection were false and misleading.

Between September 9 and December 7, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

421. Adulteration and misbranding of prophylactics. U. S. v. 19 Dozen Prophylactics and 76 Dozen Prophylactics. Default decree of destruction. (F. D. C. Nos. 4870, 4871. Sample Nos. 43433–E, 43434–E.)

On June 9, 1941, the United States attorney for the Northern District of Oklahoma filed a libel against 19 dozen animal membrane prophylactics and 76 dozen rubber prophylactics at Tulsa, Okla., alleging that the articles had been shipped in interstate commerce on or about April 11, 1941, by International Distributors from Memphis, Tenn.; and charging that they were adulterated and misbranded. The rubber prophylactics were labeled in part: "Rough Rider."

The articles were alleged to be adulterated in that their quality fell below that which they purported or were represented to possess.

The animal membrane prophylactics were alleged to be misbranded in that they were in package form and the label did not bear the name and place of business of the manufacturer, packer, or distributor; and in that they were in package form and the label did not bear an accurate statement of the quantity of contents.

The rubber prophylactics were alleged to be misbranded in that the statement "for prevention of disease," which appeared on the 1-gross carton, the 1-dozen carton, and the 3-unit carton, and was stamped on the article, was false and misleading.

On June 27, 1941, no claimant having appeared, judgment was entered ordering that the products be destroyed.

422. Adulteration of prophylactics. U. S. v. 30 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 2249. Sample No. 10694–E.)

On June 24, 1940, the United States attorney for the District of Connecticut filed a libel against 30 gross of prophylactics at New Haven, Conn., alleging that the article had been shipped in interstate commerce on or about May 27, 1940, by the National Latex Products Corporation from East Newark, N. J.; and charging that it was adulterated in that its quality fell below that which it purported or was represented to possess. The article was labeled in part "Silk-Tex."

On September 20, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

423. Adulteration and misbranding of prophylactics. U. S. v. 3 7/12 Gross of Prophylactics (and 2 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 2988, 3271, 3533. Sample Nos. 14997–E, 20147–E, 46322–E.)

This product was not only defective because of the presence of holes, but its label failed to bear certain information required by the law as indicated hereinafter.

On September 16, October 23, and December 18, 1940, the United States attorneys for the Middle District of Pennsylvania and the Middle District of Georgia filed libels against 3 7/12 gross of prophylactics at Williamsport, Pa.; 35 gross at Scranton, Pa.; and 3 5/12 gross at Dixie, Ga., alleging that the article had been shipped in interstate commerce within the period from August 22 to on or about October 10, 1940, by the Penn Jersey Drug Co. from Newark, N. J.; and charging that it was adulterated and misbranded. A portion of the article was labeled in part: "Sanytex." The remainder was labeled in part: "Saf-T-Skin * * * Gotham Rubber Co. Chicago New York."

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 the following statements appearing on the labeling were false and misleading: (Sanytex) "Disease Preventative," "Select Quality," "Unlimited Guarantee Against Deterioration," and "For Prevention of Disease"; (Saf-T-Skin) "The Dependable Prophylactic Saf-T-Skin * * * to prevent disease Guaranteed Five Years." The Sanytex brand was alleged to be misbranded further in that its label did not bear the name and address of the manufacturer, packer, or distributor. The Saf-T-Skin brand was alleged to be misbranded further in that its label did not bear an accurate statement of the quantity of the contents.