On November 2 and 18, 1940, and February 20, 1941, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

424. Adulteration and misbranding of prophylactics. U. S. v. 13 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 2687. Sample No. 20099–E.)

On August 29, 1940, the United States attorney for the Western District of South Carolina filed a libel against 13 gross of prophylactics at Spartanburg, S. C., alleging that the article had been shipped in interstate commerce on or about July 26, 1940, by W. H. Reed & Co., Inc., from Atlanta, Ga.; and charging that it was adulterated and misbranded. It was labeled in part "Golden Pheasant."

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 on the labeling were false and misleading: (Tin) "Prophylactics," and (stamped on article) "Guaranteed."

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

425. Adulteration and misbranding of prophylactics. U. S. v. 2 7/12 Gross and 59 Gross of Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 2388, 2428. Sample Nos. 3191–E, 10843–E.)

On July 19 and 26, 1940, the United States attorneys for the Western District of Pennsylvania and the Southern District of New York filed libels against 2 7/12 gross of prophylactics at Pittsburgh, Pa., and 59 gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about May 22 and June 26, 1940, by the Rubber Research Products Corporation from Jersey City, N. J.; and charging that it was adulterated and misbranded. It was labeled in part "Kaps."

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 statements, "It is a limited but valuable Aid, though Not an Entire preventive, against venereal infection," borne on the packages and similar statements in a leaflet contained in the package, were false and misleading.

On August 19 and September 25, 1940, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.