

251. Adulteration and alleged misbranding of catgut sutures. U. S. v. 7 Boxes of Catgut Sutures. Product adjudged adulterated and ordered destroyed. (F. D. C. No. 1635. Sample No. 67158-D.)

This product had been shipped in interstate commerce and was in interstate commerce at the time of examination, at which time it was found to contain viable micro-organisms.

On or about March 15, 1940, the United States attorney for the Western District of Missouri filed a libel against seven boxes of catgut sutures at Kansas City, Mo., alleging that the article had been shipped on or about February 9, 1940, by the Laboratory of the Ramsey County Medical Society from St. Paul, Minn.; and charging that it was adulterated and misbranded. The article was labeled in part: "Formalized Pyoktanin Catgut."

It was alleged to be adulterated in that its purity fell below that which it purported or was represented to possess, since the statement in the labeling, "Formalized Pyoktanin Catgut," and the directions for use, "Tear the envelope and drop the contents into a sterile solution; soak the strand before application to make it pliable and prevent breaking of the knot," implied sterility of the article.

It was alleged to be misbranded in that the representations in the labeling above referred to were false and misleading since they created the impression that the article was sterile catgut suitable for surgical use; whereas it was not sterile catgut and was not suitable for surgical use.

On June 25, 1940, no claimant having appeared, the product was adjudged adulterated and ordered destroyed.

252. Adulteration of tongue blades. U. S. v. 77 Packages of Tongue Blades. Decree of condemnation and destruction. (F. D. C. No. 2181. Sample No. 10881-E.)

This product had been shipped in interstate commerce and was in interstate status at the time of examination, at which time it was found to be contaminated with viable micro-organisms.

On June 10, 1940, the United States attorney for the Southern District of New York filed a libel against 77 packages of tongue blades at New York, N. Y., alleging that on or about April 17, 1940, the article had been shipped in interstate commerce by the John H. Mulholland Co. from Milford, Del.; and charging that it was adulterated. The article was labeled in part: "250 Single-Pak Tongue Blades."

It was alleged to be adulterated in that its purity fell below that which it purported or was represented to possess, namely, "Sterilized."

On July 1, 1940, no claimant having appeared, a decree of condemnation was entered and the articles were ordered destroyed.

PROPHYLACTICS

Nos. 253 to 275 report the seizure and disposition of prophylactics which were defective because of the presence of holes.

253. Adulteration and misbranding of prophylactics. U. S. v. 49 Gross of Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 1437, 1580, 1583, 1804. Sample Nos. 61261-D, 61608-D, 71266-D, 7522-E, 7523-E.)

On or about February 6, March 5 and 8, and April 10, 1940, the United States attorneys for the Southern District of California and the Southern District of Texas filed libels against 64½ gross of prophylactics at Los Angeles, Calif., and 84 gross of prophylactics at Houston, Tex., alleging that the article had been shipped in interstate commerce within the period from on or about January 16 to on or about February 27, 1940, by Akron Drug & Sundries Co. from Akron, Ohio.; and charging that it was adulterated and misbranded. The article was labeled in part: "Coronet," "Derbies," "Genuine Liquid Latex," or "Koin-Pack."

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

The article was alleged to be misbranded in that the representations in the labeling of the Coronet brand that it was a 100-percent blown-tested prophylactic, and would be effective for the prevention of disease; those in the labeling of the Derbies brand that it would be effective for the prevention of disease; those in the labeling of the Liquid Latex brand that it would be effective for the prevention of disease and was guaranteed for 5 years; and

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,