

Products Co., Inc., from New York, N. Y. The article was labeled in part: "Home-aid * * * Adhesive Strips."

Examination of a sample showed that the article was not sterile but was contaminated with living micro-organisms. The weight of the compress was one-half of that of a compress of the same area composed of four layers of type I absorbent gauze, as described in the United States Pharmacopoeia.

The article was alleged to be adulterated in that it purported to be adhesive absorbent compress, a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality fell below the standard set forth therein since the article was not sterile and the weight of the compress was less than that of a compress of the same area composed of four layers of type I absorbent gauze, and its difference in quality and purity from the official standard was not plainly stated on the label.

On May 1, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered sold on condition that the packages be stamped "Not sterilized and not to be used on open wounds or as a surgical dressing." The product was not to be resold by the purchaser.

1525. Adulteration and misbranding of bandages. U. S. v. 191 Units and 190 Units of Bandages. Default decree of condemnation and destruction. (F. D. C. No. 7460. Sample Nos. 92537-E, 92538-E.)

On May 5, 1944, the United States Attorney for the Southern District of California filed a libel against 191 units and 190 units of bandages at Los Angeles, Calif., alleging that the article had been shipped between the approximate dates of January 7 and March 16, 1942, by the Medical Supply Co., from Chicago, Ill.; and charging that it was misbranded. The article was labeled in part: "40 Inch Triangular Bandages Sterilized," or "2 inch Compress Bandage."

Examination of samples disclosed that the article was not sterile but was contaminated with living micro-organisms.

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

It was alleged to be misbranded in that the statement "Sterilized," on the label of each lot of the article, and the statement "Can also be used as a sterile compress in the absence of a compress bandage," on the label of the 191-unit lot, were false and misleading as applied to an article contaminated with living micro-organisms.

On July 11, 1942, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1526. Adulteration and misbranding of gauze bandage. U. S. v. 19 Cartons of Gauze Bandages. Default decree of condemnation and destruction. (F. D. C. No. 15302. Sample No. 2246-H.)

On March 5, 1945, the United States attorney for the Eastern District of North Carolina filed a libel against 19 cartons, each containing 12 packages, of gauze bandages at Wilson, N. C., alleging that the article had been shipped on or about January 5, 1945, by the Elliott Sales Co., from Rome, Ga. The article was labeled in part: (Package) "Gauze Bandage 2 Inch, 8 Yds. Best Products Co. of America Distributors New York, N. Y."

Examination of samples disclosed that the article was contaminated with living micro-organisms, and that each package contained 2 rolls of gauze bandage, 1 inch x 8 yards.

The article was alleged to be adulterated in that it purported to be and was represented as a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the standard set forth therein since it was not sterile.

It was alleged to be misbranded in that it was not labeled as prescribed in the United States Pharmacopoeia since the Pharmacopoeia provides that the width and length of the bandage shall be stated on the package, and the statement on the label of the article, "2 Inch, 8 Yds.," was incorrect.

On April 17, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1527. Adulteration of prophylactics. U. S. v. 49 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 15178. Sample No. 22105-H.)

On January 30, 1945, the United States attorney for the Eastern District of Missouri filed a libel against 49 gross of prophylactics at St. Louis, Mo., alleging that the article had been shipped on or about December 19, 1944, from Chicago,

Ill., by the Berg Sales Co. The article was labeled in part: "Texide Rubber Sheaths."

Examination showed that the article was defective in that it contained holes.

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

On March 1, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed to the extent that it would be suitable only for salvage rubber.

1528. Adulteration and misbranding of prophylactics. U. S. v. 46 Gross Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 15236, 15241, 15467, 15615. Sample Nos. 10425-H, 18321-H, 18322-H, 29041-H, 31408-H.)

Between February 13 and March 13, 1945, the United States attorneys for the District of Minnesota, the Western District of Pennsylvania, and the Northern and Southern Districts of California filed libels against the following quantities of prophylactics: 46 gross at Minneapolis, Minn., 24 gross at Pittsburgh, Pa., 195 dozen at San Francisco, Calif., and 5 gross at Los Angeles, Calif.; alleging that the article had been shipped between the approximate dates of October 25, 1944, and February 14, 1945, by the Dean Rubber Manufacturing Co., from North Kansas City, Mo., and Kansas City, Mo. The article was labeled in part: "Sekurity Prophylactics," "Dean's Genuine Reservoir End Parisian," "Ultrex Economy Package," or "Dean's Peacocks."

Examination of samples disclosed that the article was defective in that it contained holes.

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

The article was alleged to be misbranded in that the following label statements were false and misleading as applied to an article containing holes: (Sekurity brand) "Sekurity Prophylactics * * * Sekurity's are tested on new, modern equipment for your protection * * * An aid in preventing venereal diseases"; (Parisian brand) "Devices for use as an aid in Preventing Venereal Diseases. Guaranteed 2 years against Deterioration * * * Medical science wages an unceasing battle against disease and one of its most important and effective weapons is rubber devices * * * why buy inferior devices and take chances, your health comes first * * * Devices are individually Air Blown tested and inspected under strong lights for your Protection. Insist on Dependable Protection," "An aid in preventing Venereal disease. Guaranteed for 2 years against deterioration. Every individual Parisian is carefully selected and tested," and "For your Health's Sake * * * selected prophylactic * * * a reliable safeguard for your health"; (Ultrex brand) "Scientifically Tested," and "Ultimate of Quality"; and (Peacock brand) "Tested," "for your protection," and "An aid in preventing venereal diseases."

Between March 29 and June 13, 1945, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

1529. Adulteration and misbranding of prophylactics. U. S. v. 45½ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 15271. Sample No. 5637-H.)

On or about February 12, 1945, the United States attorney for the District of Connecticut filed a libel against 45½ gross of prophylactics at New Haven, Conn., alleging that the article had been shipped on or about January 16, 1945, by the Universal Merchandise Co. (Gotham Sales Co.), New York, N. Y. The article was labeled in part: "XCello's Prophylactics."

Examination of samples disclosed that the article was defective in that it contained holes.

It was alleged to be adulterated in that its quality fell below that which it purported and was represented to possess. It was alleged to be misbranded in that the label statement "Prophylactics" was false and misleading when applied to an article containing holes.

On March 14, 1945, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1530. Adulteration and misbranding of prophylactics. U. S. v. 23¼ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 15449. Sample No. 29055-H.)

On March 1, 1945, the United States attorney for the Northern District of California filed a libel against 23¼ gross of prophylactics at San Francisco, Calif., alleging that the article had been shipped on or about September 22 and October