

Misbranding was alleged with respect to the lot seized in the Northern District of Illinois, and in the Southern District of New York in that the representation in the labeling that they were "Air Tested" and that in the labeling of a portion that the product was a disease preventative, was dependable, and had been manufactured of the finest quality of latex rubber, were false and misleading.

Between August 18 and November 8, 1939, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

**55. Adulteration and misbranding of prophylactics. U. S. v. 21 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 270. Sample No. 54932-D.)**

On July 10, 1939, the United States attorney for the Northern District of Illinois filed a libel against 21 gross of prophylactics at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about June 1, 1939, by Killashun Sales Division from Akron, Ohio; and charging that it was adulterated and misbranded. The article was labeled in part: "L. E. S. Genuine Liquid Latex."

It 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 representations in the labeling that it was guaranteed for 5 years and would prevent venereal disease, were false and misleading.

On September 2, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**56. Adulteration of prophylactics. U. S. v. 5½ Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 367. Sample No. 67757-D.)**

On August 10, 1939, the United States attorney for the Southern District of New York filed a libel against 5½ gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about June 30, 1939, by W. H. Reed & Co. from Atlanta, Ga.; and charging that it was adulterated in that its quality fell below that which it purported to possess.

On September 22, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**57. Adulteration of prophylactics. U. S. v. 60 Boxes of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 400. Sample No. 66186-D.)**

On August 15, 1939, the United States attorney for the Northern District of Georgia filed a libel against 60 boxes of prophylactics at Atlanta, Ga., alleging that the article had been shipped in interstate commerce on or about July 18, 1939, by Frank G. Karg from Chicago, Ill.; and charging that it was adulterated. It was labeled in part: "Trico Banded Skins."

Adulteration of the article was alleged in that its quality fell below that which it purported or was represented to possess.

On September 9, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**58. Misbranding of prophylactics. U. S. v. 4 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 255. Sample Nos. 44238-D, 44239-D.)**

On July 6, 1939, the United States attorney for the Southern District of New York filed a libel against 4 gross of prophylactics at New York, N. Y., alleging that the article had been shipped in interstate commerce on or about June 20, 1939, by the Olympia Laboratory from Atlanta, Ga.; and charging that it was misbranded. It was labeled in part "Amazons."

The article was alleged to be misbranded in that representations appearing variously in the labeling that it was air-tested, was made from the choicest grade of materials obtainable, represented the highest quality, would be effective for the prevention of contagious diseases, was 100 percent perfect, and was made of selected material with all the care and skill which long experience in manufacturing can give, were false and misleading when applied to a product which was not suitable for the prevention of disease because it contained perforations or punctures.

On July 20, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

## SURGICAL DRESSINGS

Nos. 59 to 66, inclusive, report the seizure and disposition of surgical dressings which were in interstate commerce at the time of examination and which were found to be contaminated with viable micro-organisms at that time.

**59. Adulteration and misbranding of gauze bandages and absorbent cotton. U. S. v. 31 Dozen Packages of Gauze Bandages (and 6 other seizure actions against surgical dressings). Default decrees of condemnation and destruction.** (F. D. C. Nos. 256, 281, 494, 507, 679, 680, 754. Sample Nos. 52193-D, 52194-D, 54929-D, 57965-D, 59474-D, 74014-D, 74015-D.)

Between July 10 and October 17, 1939, the United States attorneys for the Northern District of Illinois, the Southern and Western Districts of New York, the District of Rhode Island, and the Southern District of California filed libels against 31 dozen packages of gauze bandages at Chicago, Ill., 8 gross packages of absorbent cotton at New York, N. Y., 103 dozen packages of gauze bandages at Buffalo, N. Y., 30 dozen packages of absorbent cotton at Providence, R. I., and 282 dozen packages of absorbent cotton at Los Angeles, Calif.; alleging that the articles had been shipped within the period from on or about November 26, 1938, to on or about September 8, 1939, by the Acme Cotton Products Co., Inc., that certain shipments had been made from Dayville and East Killingley, Conn., into the States of New York and Rhode Island, and that two of the shipments had been made from New York, N. Y., into the States of Illinois and California; and charging that they were adulterated and misbranded. The bandages were labeled in part: "Sterilized After Packaging" or "Sterilized After Packing." The absorbent cotton was labeled in part: "Hospital Surgical Absorbent Cotton" or "Sterilized [or "Purified"] Surgical Absorbent Cotton."

The articles were alleged to be adulterated in that their purity or quality fell below that which they purported or were represented to possess, since they were not sterile.

They were alleged to be misbranded in that representations appearing variously in the labeling that the products had been sterilized after packaging, had been purified, were suitable for hospital and surgical use, had been processed to a high degree of refinement, were recommended for use on wounds and abrasions, in the sickroom and for first-aid purposes, were of high grade and reliable quality, were extensively used by practicing physicians and surgeons, and that exceptional and exacting care was used in manufacture, were false and misleading when applied to products which were not sterile but were contaminated with viable micro-organisms.

Between September 2 and November 9, 1939, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

**60. Adulteration and misbranding of compress bandages. U. S. v. 100 Cartons of Compress Bandages. Default decree of condemnation and destruction.** (F. D. C. Nos. 593, 594. Sample Nos. 63137-D, 63138-D.)

On or about September 13, 1939, the United States attorney for the Southern District of Texas, filed a libel against 100 cartons of compress bandages at Houston, Tex., alleging that the article had been shipped on or about August 11, 12, and 19, 1939, by the Mine Safety Appliance Co. from Pittsburgh, Pa.; and charging that it was adulterated and misbranded.

Adulteration was alleged in that the purity and quality of the article fell below that which it purported or was represented to possess, in that its labeling represented that it had been sterilized after packaging; whereas it was not sterile but was contaminated with viable micro-organisms.

Misbranding was alleged in that representations in the labeling that it had been sterilized after packaging, that the wound should be covered by gauze pad and bound, that the wound or pad should not be touched with the hands, that the compress should be placed directly over the wound, that the surface of compress to go on the wound should not be touched, were false and misleading in that they created the impression that the article was sterile and was suitable for use directly upon wounds; whereas it was not sterile and was not suitable for use directly upon wounds.

On October 14, 1939, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.