

viable micro-organisms: "The White Cross of Perfection is Your Protection. (Design of Nurse) * * * Emergency First Aid Kit. Be Prepared for Emergencies. This Handy Kit Contains Sterilized Surgical Dressings for Emergency First Aid."

On March 26, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

406. Misbranding of gauze bandage. U. S. v. 57 Cartons of Gauze Bandage. Default decree of condemnation and destruction. (F. D. C. No. 2419. Sample No. 26924-E.)

This product was contained in a carton which was 40 percent larger than was necessary; and it failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor.

On July 24, 1940, the United States attorney for the Western District of Washington filed a libel against 57 cartons of gauze bandage at Seattle, Wash., alleging that the article had been shipped in interstate commerce on or about March 12, 1940, by the American White Cross Laboratories, Inc., from New Rochelle, N. Y.; and charging that it was misbranded in that the package failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor; and in that the container was so made, formed, or filled as to be misleading.

On January 31, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

407. Adulteration and misbranding of gauze bandages. U. S. v. 56 Dozen and 208 Dozen Retail Packages of Non-Ravel Surgical Gauze Bandage. Default decree of condemnation and destruction. (F. D. C. No. 2820. Sample Nos. 19424-E, 19426-E.)

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 be contaminated with viable micro-organisms.

On September 14, 1940, the United States attorney for the Western District of Pennsylvania filed a libel against 56 dozen packages each containing 10 yards of 1-inch gauze bandage, and 208 dozen packages each containing 10 yards of 2-inch gauze bandage at Erie, Pa., alleging that the articles had been shipped in interstate commerce on or about July 3, 1940, by the Handy Pad Supply Co. from Worcester, Mass.; and charging that they were adulterated and misbranded. The article was labeled in part: "Surgical Gauze Bandage * * * Erie Drug Company."

The bandages were alleged to be adulterated in that their purity or quality fell below that which they purported or were represented to possess, namely, "Sterilized," in that they were not sterile but were contaminated with viable micro-organisms. They were alleged to be misbranded in that the following statements appearing on the cartons were false and misleading as applied to articles which were not sterile but were contaminated with viable micro-organisms: "Surgical Gauze Bandage Sterilized After Packaging Prepared Especially For The Medical Profession * * * manufactured under most sanitary conditions, for surgical use. Sterilized."

On October 15, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

408. Adulteration and misbranding of gauze bandage. U. S. v. 20 Gross Packages of Gauze Bandage. Default decree of condemnation and destruction. (F. D. C. No. 2692. Sample No. 19028-E.)

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 be contaminated with viable micro-organisms. The carton was about 60 percent larger than was necessary, and the product consisted of pieces of bandage sewed together and not of a continuous strip as is expected in such a product; the roll measured less than the declared length.

On August 29, 1940, the United States attorney for the Western District of Pennsylvania filed a libel against 20 gross packages of Meditex Gauze Bandage at Pittsburgh, Pa., alleging that the article had been shipped in interstate commerce on or about June 24, 1940, by the Meditex Supply Co. from New York, N. Y.; and charging that it was adulterated and misbranded.

The article was alleged to be adulterated in that its purity and quality fell below that which it purported or was represented to possess, namely, "Gauze Bandage Sterilized After Packing," since it did not consist of continuous strips

of gauze but of pieces sewed together; and it was not sterile but was contaminated with viable micro-organisms.

It was alleged to be misbranded in that the statements on the carton, "Gauze Bandage," "Sterilized After Packing," and "10 yds.," were false and misleading as applied to an article which did not consist of continuous strips of gauze, which was not sterile, and which was not 10 yards long, and the label of which did not reveal the fact, material in the light of the representation that the article was gauze bandage 10 yards long, that the bandage did not consist of a continuous strip but of pieces sewed together. It was alleged to be misbranded further in that the package failed to bear on its label an accurate statement of the quantity of the contents in terms of measure; and in that the container was so made, formed, or filled as to be misleading.

On September 30, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

PROPHYLACTICS

409. Action to enjoin and restrain distribution of adulterated and misbranded rubber prophylactics. U. S. v. Dean Rubber Manufacturing Co. Consent decree perpetually enjoining and restraining defendant from distributing in interstate commerce or exporting in foreign commerce rubber prophylactics. (Sample No. 10786-E.)

On August 8, 1940, the United States attorney for the Western District of Missouri filed a bill of complaint against the Dean Rubber Manufacturing Co., a corporation, North Kansas City, Mo., alleging that the defendant was engaged in the manufacture, distribution, and sale in interstate and foreign commerce of rubber prophylactics; that the said prophylactics were recommended and purported to be sold for the prevention of venereal diseases; that they were labeled variously: "Beware of social diseases. Be protected," "An aid in preventing venereal diseases," "No. 1 grade blown tested," "First Quality," and "Guaranteed two years against deterioration."

The complaint alleged further that during the period from on or about January 1 to on or about June 30, 1940, a large number of seizures had been made of prophylactics shipped in interstate commerce by the defendant which were adulterated in that their quality fell below that which they purported or were represented to possess and were misbranded in that the labeling was false and misleading.

The complaint alleged further that during the years 1938 and 1939 a large number of samples of rubber prophylactics shipped in interstate commerce by the defendant had been collected and found upon examination to contain holes.

The complaint alleged further that the defendant had on hand a large quantity of the article adulterated and misbranded as aforesaid which he contemplated introducing into interstate commerce and exporting in foreign commerce; that the prophylactics so intended for export were not in accordance with the specifications of any foreign purchaser and were misbranded and adulterated in conflict with the laws of the countries to which they were intended for export. The complaint alleged further that because of the methods of manufacture, inspection, and preparation for shipment, used by the defendant, a large percentage of faulty articles was inevitable; that the defendant had not changed its methods and had on hand for distribution in interstate and foreign commerce a large supply of defective prophylactics intended for distribution in interstate and foreign commerce.

The complaint prayed that the defendant, its officers, and its agents be perpetually enjoined from distributing in interstate commerce or shipping for export defective stock which it had on hand or might subsequently acquire. It prayed further that a temporary restraining order issue forthwith without a hearing and that, within 10 days thereafter, a hearing be held and a temporary injunction be issued to be continued until a final hearing could be had and the complainant granted a permanent injunction. On August 8, 1940, a temporary restraining order was issued in accordance with the prayer of the bill of complaint and August 15, 1940, was fixed as the date for a hearing as to why a temporary injunction should not issue.

On August 15, 1940, the defendant having consented to the entry of a decree, an injunction issued enjoining and perpetually restraining the defendant, its officers, or agents from distributing in interstate commerce or for export, except in compliance with the law, any defective prophylactic which it then had on hand at North Kansas City, Mo., or any other point, or might subsequently acquire. On September 11, 1940, the court set aside the order of