1575. Adulteration of absorbent cotton. U. S. v. 11 Cartons of Absorbent Cotton. Default decree of condemnation. Product ordered delivered to the Food and Drug Administration. (F. D. C. No. 13889. Sample No. 61995–F.)

LIBEL FILED: October 2, 1944, Eastern District of Louisiana.

ALLEGED SHIPMENT: On or about July 13, 1944, by New Aseptic Laboratories, Inc., from Columbia, S. C.

PRODUCT: 11 cartons, each containing 144 1-ounce packages, of *absorbent cotton* at New Orleans, La.

LABEL, IN PART: "Absorbent Cotton Sterilized After Packaging Distributed By Gotham Sales Co., Inc., New York."

NATURE OF CHARGE: Adulteration, Section 501 (b), the quality and purity of the article fell below the standard established by the United States Pharmacopoeia, which provides that absorbent cotton shall conform to the requirements of the official test for sterility of solids. The article was contaminated with living micro-organisms.

DISPOSITION: March 5, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed. On May 15, 1945, an amended decree was entered, providing for the delivery of the product for use in connection with the official laboratory work of the Food and Drug Administration.

1576. Adulteration and misbranding of prophylactics. U. S. v. Joseph Jacobs and Jack Katz. Pleas of guilty. Defendant Jacobs fined $1,000; defendant Katz fined $4,000 and placed on probation for 1 year. (F. D. C. No. 2107. Sample Nos. 10198–E, 10200–E.)

INFORMATION FILED: February 17, 1943, Southern District of New York, against Joseph Jacobs and Jack Katz, copartners trading under the name Joseph Jacobs, New York, N. Y.

ALLEGED SHIPMENT: On or about February 29 and March 6, 1940, from the State of New York into the State of New Jersey.

LABEL, IN PART: (Wrapper) "Excellent Quality"; (carton) "Pure Tex * * * Prophylactics"; (boxes) "Sold For Prevention of Disease Only."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the products fell below that which they purported or were represented to possess since they were represented to be excellent quality prophylactics, whereas they were defective because of the presence of holes.

Misbranding, Section 502 (a), the statements, "Excellent Quality," "Prophylactics," and "For Prevention of Diseases," were false and misleading since the products were not excellent quality prophylactics and would not be effective for the prevention of diseases since they were defective because of the presence of holes.

DISPOSITION: March 17, 1943. Pleas of guilty having been entered, the defendant Jacobs was fined $1,000, and the defendant Katz was fined $1,000 on each of the counts. The court placed the defendant Katz on probation for 1 year.

1577. Adulteration and misbranding of prophylactics. U. S. v. 8½ Gross of Prophylactics (and 7 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 15301, 15412, 15417, 15647, 15654, 15678. Sample Nos. 105–H, 809–H, 2589–H, 3609–H, 13537–H, 22909–H, 22910–H, 22913–H.)

LIBELS FILED: Between February 20 and March 31, 1945, Southern District of Florida, Western District of Virginia, Southern District of Indiana, Middle District of Georgia, Southern District of West Virginia, and Eastern District of Missouri.

ALLEGED SHIPMENT: Between the approximate dates of November 2, 1944, and February 28, 1945, by the Crown Rubber Sundries Co., from Akron, Ohio.

PRODUCT: *Prophylactics*, 8½ gross at Tampa, Fla., 7$\frac{5}{12}$ gross at Bedford, Va., 9¾ gross at Evansville, Ind., 8$\frac{11}{12}$ gross at Sparks, Ga., 5 gross at Huntington, W. Va., and 3⅙ gross at St. Louis, Mo. Examination of samples disclosed that the article was defective in that it contained holes.

LABEL, IN PART: "Red-Pak," or "Seal-Tex."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the following statements on the labels of portions of the article were false and misleading as applied to an article containing holes: (Red-Pak brand) "Prophylactics," "Guaranteed for five years," and