Misbranding, Section 502 (a), the statements in the labeling of the article, "Soap U. S. P." and "Made from pure olive oil * * * The U. S. P.—100% pure olive oil soap," were false and misleading as applied to the article, which was not made from olive oil and which did not comply with the requirements of the Pharmacopoeia for alkali hydroxides, alkali carbonates, iodine value and solidifying point of the combined fatty acids, and the limit of saturated acids.

DISPOSITION: December 3, 1945. The New Brunswick Laboratories, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for repackaging and relabeling under the supervision of the Federal Security Agency.

1869. Adulteration and misbranding of gauze pads. U. S. v. 46 Boxes of Gauze Pads. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 17314. Sample No. 3645–H.)

LIBEL FILED: August 24, 1945, District of Maryland.

ALLEGED SHIPMENT: On or about June 15, 1945, by the Handy Pad Supply Co., from Worcester, Mass.

PRODUCT: 46 boxes of gauze pads at Baltimore, Md. Examination showed that the product was not sterile but was contaminated with living micro-organisms.

LABEL, IN PART: (Boxes) "100 M-B Gauze Pads Absorbent Size 12''x18'' Gauze Folded 3''x3'' * * * Sterilized After Packaging."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Sterile Absorbent Gauze [Sterile Gauze]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile.

Misbranding, Section 502 (g), the article was not labeled as is prescribed in the Pharmacopoeia, since the type of gauze was not stated on the label.

DISPOSITION: November 16, 1945. The Handy Pad Supply Co., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond, conditioned that it be resterilized and relabeled under the supervision of the Food and Drug Administration.

1870. Adulteration and misbranding of gauze. U. S. v. 150 Boxes and 400 Boxes of Gauze. Consent decrees of condemnation. Product ordered released under bond. (F. D. C. Nos. 17032, 17163. Sample Nos. 7217–H, 29086–H.)

LIBEL FILED: August 9 and 23, 1945, Northern District of New York and Northern District of California.

ALLEGED SHIPMENT: On or about May 4 and 11, 1945, by Allen Laboratories, Inc., from Palmer, Mass.

PRODUCT: 150 boxes and 400 boxes, each containing 500 units, of *gauze* at Binghamton, N. Y., and San Francisco, Calif., respectively.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Sterile Absorbent Gauze [Sterile Gauze]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (a), the label statement "Sterilized" was false and misleading.

DISPOSITION: April 23 and May 17, 1946. Allen Laboratories, Inc., claimant, having consented to the entry of decrees, judgments of condemnation were entered and the product was ordered released under bond, conditioned that the unfit portion be segregated and resterilized under the supervision of the Federal Security Agency.

1871. Adulteration and misbranding of prophylactics. U. S. v. 22 Gross and 47 Gross of Prophylactics. Default decrees of destruction. (F. D. C. Nos. 17551, 18052. Sample Nos. 18417–H, 47470–H.)

LIBELS FILED: October 27, 1945, and February 28, 1946, District of Minnesota and District of Utah.

ALLEGED SHIPMENT: On or about October 8, 1945, and January 7, 1946, by the Akron Drug and Sundries Co., from Akron, Ohio.

PRODUCT: 22 gross of *prophylactics* at Salt Lake City, Utah, and 47 gross of *Prophylactics* at Minneapolis, Minn. Examination of samples disclosed that 3.7 percent of those from the Minnesota lot and 7.9 percent of those from the Utah lot were defective in that they contained holes.