251. Adulteration and alleged misbranding of catgut sutures. U. S. v. 7 Boxes of Catgut Sutures. Product adjudged adulterated and ordered destroyed. (F. D. C. No. 1635. Sample No. 67158–D.)

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 contain viable micro-organisms.

On or about March 15, 1940, the United States attorney for the Western District of Missouri filed a libel against seven boxes of catgut sutures at Kansas City, Mo., alleging that the article had been shipped on or about February 9, 1940, by the Laboratory of the Ramsey County Medical Society from St. Paul, Minn.; and charging that it was adulterated and misbranded. The article was labeled in part: "Formalized Pyoktanin Catgut."

It was alleged to be adulterated in that its purity fell below that which it purported or was represented to possess, since the statement in the labeling, "Formalized Pyoktanin Catgut," and the directions for use, "Tear the envelope and drop the contents into a sterile solution; soak the strand before application to make it pliable and prevent breaking of the knot," implied sterility of the article.

It was alleged to be misbranded in that the representations in the labeling above referred to were false and misleading since they created the impression that the article was sterile catgut suitable for surgical use; whereas it was not sterile catgut and was not suitable for surgical use.

On June 25, 1940, no claimant having appeared, the product was adjudged adulterated and ordered destroyed.

252. Adulteration of tongue blades. U. S. v. 77 Packages of Tongue Blades. Decree of condemnation and destruction. (F. D. C. No. 2181. Sample No. 10881–E.)

This product had been shipped in interstate commerce and was in interstate status at the time of examination, at which time it was found to be contaminated with viable micro-organisms.

On June 10, 1940, the United States attorney for the Southern District of New York filed a libel against 77 packages of tongue blades at New York, N. Y., alleging that on or about April 17, 1940, the article had been shipped in interstate commerce by the John H. Mulholland Co. from Milford, Del.; and charging that it was adulterated. The article was labeled in part: "250 Single-Pak Tongue Blades."

It was alleged to be adulterated in that its purity fell below that which it purported or was represented to possess, namely, "Sterilized."

On July 1, 1940, no claimant having appeared, a decree of condemnation was entered and the articles were ordered destroyed.

PROPHYLACTICS

Nos. 253 to 275 report the seizure and disposition of prophylactics which were defective because of the presence of holes.

253. Adulteration and misbranding of prophylactics. U. S. v. 49 Gross of Prophylactics (and 3 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 1437, 1580, 1583, 1804. Sample Nos. 61261–D, 61608–D, 71266–D, 7522–E, 7523–E.)

On or about February 6, March 5 and 8, and April 10, 1940, the United States attorneys for the Southern District of California and the Southern District of Texas filed libels against 64½ gross of prophylactics at Los Angeles, Calif., and 84 gross of prophylactics at Houston, Tex., alleging that the article had been shipped in interstate commerce within the period from on or about January 16 to on or about February 27, 1940, by Akron Drug & Sundries Co. from Akron, Ohio.; and charging that it was adulterated and misbranded. The article was labeled in part: "Coronet," "Derbies," "Genuine Liquid Latex," or "Koin-Pack."

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

The article was alleged to be misbranded in that the representations in the labeling of the Coronet brand that it was a 100-percent blown-tested prophylactic, and would be effective for the prevention of disease; those in the labeling of the Derbies brand that it would be effective for the prevention of disease; those in the labeling of the Liquid Latex brand that it would be effective for the prevention of disease and was guaranteed for 5 years; and