On April 17, 1940, the United States attorney for the Western District of Washington filed a libel against 216 packages of surgical absorbent cotton at Seattle, Wash., alleging that the article had been shipped in interstate commerce on or about May 10, 1939, by the Acme Cotton Products Co. from Dayville, Conn.; and charging that it was misbranded.

The article was alleged to be misbranded in that the following statements appearing on the package were false and misleading as applied to an article which was not sterile but was contaminated with viable micro-organisms: "Sterilized after packaging * * * Purified Surgical Absorbent Cotton * * * For the use of practising Physician and Surgeon. Its quality may be relied upon for all home uses—first aid, sick room * * * Exacting care observed in every process used in the manufacture of this fine cotton."

On September 11, 1940, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

318. Adulteration and misbranding of cotton swabs. U. S. v. 8 Gross of an article labeled in part "Cotton Sticks." Default decree of condemnation and destruction. (F. D. C. No. 3538. Sample No. 20171–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 December 23, 1940, the United States attorney for the Northern District of Georgia filed a libel against 8 gross packages of swabs at Atlanta, Ga., alleging that the article had been shipped in interstate commerce on or about October 14 and November 9, 1940, by the Cottonsticks Co. from Inman, S. C.; 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, "Inner Package has been Sterilized," since it was not sterile but was contaminated with viable micro-organisms including spore-forming bacilli.

It was alleged to be misbranded in that the statement on the label, "Inner Package has been Sterilized under steam Pressure after sealing," was false and misleading.

On January 18, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

319. Adulteration and misbranding of cotton swab applicators. U. S. v. 2 Gross Packages of Cotton Swab Applicators. Default decree of condemnation and destruction. (F. D. C. No. 3541. Sample No. 20172–E.)

This article 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 December 21, 1940, the United States attorney for the Northern District of Georgia filed a libel against 2 gross packages of cotton swab applicators at Atlanta, Ga., alleging that the article had been shipped in interstate commerce on or about September 23, 1940, by the Wetmore-Century Corporation from New York, N. Y.; and charging that it was adulterated and misbranded. It was labeled in part: "Century Sanitary Applicators with Cotton Swab and tongue blade."

The article was alleged to be adulterated in that its purity and quality fell below that which it was purported or was represented to possess, namely, (display carton containing 12 retail packages) "Free from Germs," since it was not sterile.

It was alleged to be misbranded in that the statements on the display carton, "The Modern Way of Treating Sore Throat, Cuts, Wounds, ear and nose ailments," "The Sanitary Way of Safeguarding your Health," "Especially useful to Mothers treating Infants," "Sanitary applicators especially made for Throat Treatment," and "Sanitary Applicators Free from Germs," were false and misleading as applied to an article which was not sterile but was contaminated with viable micro-organisms, including spore-forming bacilli.

On January 11, 1941, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

320. Misbranding of Deane's Adhesive Bandage. U. S. v. 1,044 Retail Packages of Adhesive Bandage. Default decree of condemnation and destruction. (F. D. C. No. 2760. Sample No. 19049–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 con-