

28712. Alleged misbranding of procaine-epinephrin solution. U. S. v. Novocal Chemical Manufacturing Co., Inc. Tried to the court. Judgment of not guilty. (F. & D. No. 37942. Sample Nos. 40061-B, 42932-B, 42934-B, 42935-B.)

On April 6, 1937, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Novocal Chemical Manufacturing Co., Inc., Brooklyn, N. Y., alleging shipment by the said company in violation of the Food and Drugs Act on or about August 24, August 27, September 21, and November 9, 1935, from the State of New York into the States of Maryland and New Jersey, of quantities of procaine-epinephrin solution which was alleged to be misbranded.

Misbranding was alleged in that the following statements appearing in the labeling, (circulars accompanying all) "Each C. C. contains: procaine 0.02 gram," and (boxes) "Each c. c. contains procaine HCL * * * 0.02 gram," "Each c. c. contains—Procaine * * * 0.02 gm." or "Each c. c. contains Procaine HCL * * * 0.02 gm," were false and misleading since they represented that each cubic centimeter of the article contained 0.02 gram of procaine, to wit, procaine hydrochloride, whereas in the four lots constituting the shipments, each cubic centimeter was alleged to contain more than 0.02 gram, namely, 0.0238 gram, 0.0224 gram, 0.0233 gram, and 0.0224 gram, respectively.

On January 19 and 20, 1938, a jury having been waived, the case was tried before the court, and the defendant was found not guilty.

W. R. GREGG, *Acting Secretary of Agriculture.*

28713. Adulteration and misbranding of rubber prophylactics. U. S. v. 39 7/12 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41736. Sample No. 1274-D.)

An examination of these prophylactics showed that some of them were defective in that they contained holes.

On February 16, 1938, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 39 7/12 gross of rubber prophylactics at Washington, D. C., alleging that the article had been shipped in interstate commerce on or about March 9, 1937, from Akron, Ohio, by Killian Manufacturing Co., and charging adulteration and misbranding in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements appearing in the labeling were false and misleading: "Coronet 100% Blown Tested Prophylactics * * * For the Prevention of Disease * * * Coronet is non-porous. * * * Coronet is unqualifiedly Guaranteed * * * Coronet's Greater * * * Quality will be instantly recognized. Don't gamble with your health * * * The prophylactic that is blown tested."

On March 18, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28714. Adulteration and misbranding of rubber prophylactics. U. S. v. 399 Gross and 1,000 Gross of Rubber Prophylactics. Default decrees of condemnation and destruction. (F. & D. Nos. 41358, 41489. Sample Nos. 8574-D, 50365-D.)

An examination of these prophylactics showed that some of them were defective in that they contained holes.

On January 11 and 26, 1938, the United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the district court libels praying seizure and condemnation of two lots consisting of 1,399 gross of rubber prophylactics at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about November 10 and 24, 1937, from Atlanta, Ga., by Olympia Laboratories, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Pau."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements appearing in the labeling were false and misleading: (Both lots) "Tested * * * Guaranteed