on or about January 5, 1942, to December 2, 1943, from Berkeley and Oakland, Calif., Chicago, Ill., and Seattle, Wash.; and charged that they were adulterated.

Various lots of the articles were labeled in part: "Saftivac [or "Saftifuge"] * * * Sodium Citrate * * * In Isotonic [or "Physiological"] Solution of Sodium Chloride," "Physiological Solution of Sodium Chloride," "Saftiflask Physiological Solution of Sodium Chloride (Normal Salt Solution)," or "Sediflask * * * Sodium Citrate * * * in Isotonic Solution of Sodium Chloride."

The articles were alleged to be adulterated in that they purported to be drugs the names of which are recognized in the United States Pharmacopoeia, an official compendium, but their quality and purity fell below the standard set forth therein since they were not free from undissolved material.

Between April 6, 1943, and April 7, 1944, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

1114. Adulteration and misbranding of gauze bandage. U. S. v. 34 Dozen packages of Gauze Bandage. Default decree of condemnation. Product ordered delivered to a local hospital. (F. D. C. No. 10250. Sample No. 32677-F.)

Examination disclosed that this product was not sterile but was contaminated with living micro-organisms, whereas the United States Pharmacopoeia provides that gauze bandage must be sterile.

On July 15, 1943, the United States attorney for the Southern District of Indiana filed a libel against 34 dozen packages of gauze bandage at Indianapolis, Ind., alleging that the article had been shipped on or about June 10, 1943, by Forest City Products, Inc., Cleveland, Ohio; and charging that it was adulterated and misbranded. The article was labeled in part: "Sentinel Gauze Bandage Sterilized After Packaging 2 In. x 6 Yds."

The article was alleged to be adulterated in that it purported to be and was represented as a drug the name of which is recognized in an official compendium, but its quality and purity fell below the standard set forth therein.

It was alleged to be misbranded in that the label, containing the words "gauze bandage," was false and misleading when applied to the article, which was not sterile.

On September 3, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed. On September 9, 1943, an amended decree was entered, ordering that the product be delivered to a local hospital, conditioned that it be properly sterilized before use.

1115. Adulteration and misbranding of absorbent cotton and gauze bandages. U. S. v. 324 Packages, 1,212 Packages, and 3,800 Pounds of Absorbent Cotton, and 1,970 Dozen Packages of Gauze Bandages. Decrees of condemnation. Portions of products ordered released under bond; other portions ordered to be disposed of by sale, destruction, and delivery to the Red Cross. (F. D. C. Nos. 8878, 8909, 9050, 9229, 9244. Sample Nos. 10075-F, 14934-F, 14935-F, 29246-F, 31368-F, 32202-F.)

Between November 16, 1942, and January 25, 1943, the United States attorneys for the Northern District of Georgia, the Northern and Southern Districts of Ohio, the Southern District of California, and the Western District of Texas filed libels against 324 and 1,212 1-ounce packages of absorbent cotton at Toledo, Ohio, and Atlanta, Ga., respectively, 3,800 pounds of absorbent cotton at Columbus, Ohio, 120 dozen packages of 2-inch size and 150 dozen packages of 3-inch size gauze bandages at Los Angeles, Calif., and 1,700 dozen packages of 4-inch size gauze bandages at San Antonio, Tex., alleging that the articles, which had been consigned by the Seamless Rubber Co., had been shipped from St. Louis and Valley Park, Mo., within the period from on or about October 6 to December 15, 1942; and charging that the gauze bandages at Los Angeles were misbranded, and that the gauze bandages at San Antonio and all lots of the absorbent cotton were both adulterated and misbranded. The cotton was labeled in part: "Swansdown Absorbent Cotton."

Examination disclosed that the articles, which were represented to be sterile, were not sterile but were contaminated with viable micro-organisms.

The absorbent cotton at Columbus was alleged to be adulterated in that its purity and quality fell below that which it purported or was represented to possess. The other lots of absorbent cotton and the gauze bandages at San Antonio were alleged to be adulterated in that they purported to be drugs the names of which are recognized in the United States Pharmacopoeia, an official compendium, but their quality and purity fell below the standard set forth therein since they were not sterile.

The absorbent cotton was alleged to be misbranded in that the statements appearing in the labeling of the Atlanta lot, "U. S. P. Standard Sterilized," and in the labeling of the other lots, "Absorbent Cotton U. S. P. Standard Sterilized," were false and misleading.

The gauze bandages were alleged to be misbranded in that the statements appearing in the labeling of the lot at San Antonio, "Sterilized * * * The bandage in this package was sterilized during manufacture and sterilized again after packaging. * * * Esterilizada," and substantially similar statements in the labeling of the lot at Los Angeles, were false and misleading.

On March 31 and August 4, 1943, the Seamless Rubber Co. having appeared as claimant for the Columbus and San Antonio lots, judgments of condemnation were entered and the products were ordered released under bond to be brought into compliance with the law. Between January 19 and February 27, 1943, no claimant having apeared for the other lots, judgments of condemnation were entered and it was ordered that the Atlanta lot be sterilized and sold; that the Los Angeles lot be delivered to a local chapter of the Red Cross; and that the Toledo lot be destroyed.

1116. Defective prophylactics. U. S. v. 900 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 10279. Sample No. 45459–F.)

On July 19, 1943, the United States attorney for the Southern District of New York filed a libel against 900 gross of rubber prophylactics at New York, N. Y., alleging that the article had been shipped on or about June 3 and 10, 1943, from East Newark, N. J., by the Ardell Razor Blade Co.; that the article was defective in that it contained holes; and that it was subject to seizure and condemnation. The article was labeled in part: "Silver-Town," or "Clipper Made from Liquid Latex."

On August 11, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1117. Adulteration of prophylactics. U. S. v. 50 Gross and 50 Gross of Rubber Prophylactics. Default decrees of condemnation and destruction. (F. D. C. Nos. 10311, 10327. Sample Nos. 1757–F, 1759–F.)

On July 27 and 30, 1943, the United States attorney for the Northern District of Illinois filed libels against 100 gross of prophylactics at Chicago, Ill., alleging that the article had been shipped by Trutex Products, Inc., from Cleveland, Ohio, on July 13 and 14, 1943; and charging that it was adulterated.

Examination of samples disclosed that between 9 and 22 percent were defective in that they contained holes.

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

On September 16 and 17, 1943, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

DRUGS ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS[4]

DRUGS FOR HUMAN USE

1118. Misbranding of Via-Min. U. S. v. Albert Hassman (Universal Products Co.). Plea of guilty. Fine, $500 and costs. (F. D. C. No. 8789. Sample Nos. 90166–E, 90167–E.)

On March 20, 1943, the United States attorney for the Northern District of Ohio filed an information against Albert Hassman, trading as the Universal Products Co., Cleveland, Ohio, alleging that on or about March 7 and 9, 1942, the defendant shipped to his agents or demonstrators at Boston, Mass., certain quantities of Via-Min; that on or about March 4, 1942, the defendant shipped a number of printed circulars; that the printed circulars had been prepared by the defendant for the purpose of furthering the sale of Via-Min; and that, while the shipment of March 7, 1942, was held for sale after shipment in interstate commerce, the defendant caused the agents and demonstrators to place the circulars together with and displayed with such shipment, as a result of which they became associated with and accompanied the article.

Analysis showed that the article was a clear, light brown liquid consisting of water with dissolved mineral constituents.

[4] See also Nos. 1101, 1102, 1104–1111, 1114, 1115.