The article was alleged to be adulterated in that its purity and quality fell below that which it purported to possess, since it was contaminated with undissolved material and was therefore unsuitable for intravenous or intramuscular administration.

On July 26, 1944, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1430. Adulteration and misbranding of eye dressing sets. U. S. v. 20,000 Cartons of Eye Dressing Sets. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 12848. Sample No. 32942-F.)

On July 5, 1944, the United States attorney for the Northern District of New York filed a libel against 20,000 cartons of eye dressing sets at Binghamton, N. Y., alleging that the article had been shipped on or about June 14, 1944, by the A. E. Halperin Co., Inc., from Boston, Mass.

Examination disclosed that in each of the cartons of the article there were three eye pads, each of which were individually packed and labeled, in part, "Sterilized Gauze Covered Cotton Eye Pad."

The article was alleged to be adulterated in that its purity and quality fell below that which it purported and was represented to possess, since it was not sterile but was contaminated with living micro-organisms. It was alleged to be misbranded in that the statement on the label, "Sterilized," was false and misleading.

On November 8, 1944, A. E. Halperin Co., Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for resterilization under the supervision of the Food and Drug Administration.

1431. Adulteration and misbranding of Gauztex. U. S. v. 23 Dozen Packages of Gauztex (and 2 other seizure actions against Gauztex). Default decrees of condemnation and destruction. (F. D. C. Nos. 12910, 13900, 14786. Sample Nos. 59361-F, 80917-F, 90423-F.)

Between July 11 and December 19, 1944, the United States attorneys for the Eastern District of Wisconsin, the Eastern District of Tennessee, and the Western District of Missouri filed libels against the following quantities of Gauztex: 23 dozen packages at Milwaukee, Wis.; 64 dozen packages at Knoxville, Tenn.; and 58 dozen packages at North Kansas City, Mo. It was alleged that the article had been shipped from Chicago, Ill., by General Bandages, Inc., between the approximate dates of May 3 and October 4, 1944.

The article was alleged to be adulterated in that its purity and quality fell below that which it purported to possess, since it was a bandage and was not sterile.

The article was alleged to be misbranded in that the label statement, "Medicated with Mercuric Chloride Antiseptic Approx. 1/8000 By Weight," was false and misleading since the article contained between ¼ and ⅜ of that amount of mercuric chloride. The article in the Milwaukee lot was alleged to be misbranded further in that its container was so made and filled as to be misleading, since the carton was larger than was necessary to hold the amount of bandage contained therein.

Between August 10, 1944, and January 26, 1945, no claimant having appeared, judgments were entered condemning the product and ordering its destruction.

1432. Adulteration and misbranding of gauze. U. S. v. 56 Packages and 109 Packages of Gauze. Default decree of condemnation and destruction. (F. D. C. No. 12719. Sample No. 78666-F.)

On June 23, 1944, the United States attorney for the Northern District of Indiana filed a libel against 56 packages, 1½ inches by 5 yards size, and 109 packages, 2 inches by 10 yards size, of gauze at Whiting, Ind., alleging that the article had been shipped on or about April 12, 1944, by Radecke & Co., Chicago, Ill. The article was labeled in part: "Radco Cohesive Gauze."

Examination of samples showed that the article was not sterile but was contaminated with living micro-organisms. The conditions under which such articles are used necessitate sterility. Consumers expect an item of this character to be sterile, and the United States Pharmacopoeia requires roller gauze bandage, adhesive absorbent gauze, and similar articles, to be sterile.

The article was alleged to be adulterated in that its purity and quality fell below that which it purported and was represented to possess, since it was a bandage and was not sterile.