2213. Adulteration and misbranding of gauze bandage. U. S. v. 34 Cartons, etc. (F. D. C. No. 22202. Sample Nos. 44670–H, 44671–H.)

LIBEL FILED: January 27, 1947, District of Arizona.

ALLEGED SHIPMENT: On or about November 15, 1946, by the Hampton Mfg. Co., from Carlstadt, N. J.

PRODUCT: 34 cartons and 20 cartons, each carton containing 12 packages, of *gauze bandage*, at Phoenix, Ariz.

LABEL, IN PART: "Blue Cross * * * Gauze Bandage Sterilized."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Gauze Bandage," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile.

Misbranding, Section 502 (a), the label statement "Sterilized" was false and misleading as applied to an article that was not sterile.

DISPOSITION: June 12, 1947. Default decree of condemnation and destruction.

2214. Adulteration and misbranding of adhesive dressings. U. S. v. 1,449 Boxes * * *. (F. D. C. No. 21087. Sample Nos. 1653–H to 1656–H, incl.)

LIBEL FILED: September 30, 1946, Middle District of North Carolina.

ALLEGED SHIPMENT: Between the approximate dates of March 27 and June 17, 1946, by Smith and Nephew, Inc., from New York, N. Y.

PRODUCT: 1,449 boxes of *adhesive dressings* at Lexington, N. C.

LABEL, IN PART: "Adhesive Band-O-Plast Wound Dressings," or "Band-O-Plast First Aid Outfit No. 1 * * * Elastic Antiseptic Adhesive Dressings."

NATURE OF CHARGE: Adulteration, Section 501 (b), the articles purported to be "Adhesive Absorbent Gauze [or "Adhesive Absorbent Compress"]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but their quality and purity fell below the official standard since they were not sterile.

Misbranding, Section 502 (a), the statement "Wound Dressings" on the label of one of the products was false and misleading since the statement represented and suggested that the product would be suitable for use on wounds, whereas it was not suitable for use on wounds since it was contaminated with living micro-organisms. The statements "Antiseptic" and "Apply the antiseptic gauze pads to the wound" on the label of the other product were false and misleading since the product was not antiseptic.

Further misbranding, Section 502 (g), neither product was packaged and labeled as prescribed in the United States Pharmacopoeia, which provides that "Each adhesive absorbent gauze is packaged individually in such manner that sterility is maintained until the individual package is opened. One or more individual packages are packed in a second protective container" and "The label shall bear a statement that compress is colored, but the coloring agent does not render the gauze antiseptic."

DISPOSITION: December 9, 1946. Smith and Nephew, Inc., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be brought into compliance with the law, under the supervision of the Food and Drug Administration.

2215. Adulteration and misbranding of prophylactics. U. S. v. 81 Gross * * *. (F. D. C. No. 22916. Sample No. 90626–H.)

LIBEL FILED: April 10, 1947, Eastern District of Virginia.

ALLEGED SHIPMENT: On or about September 30, 1946, by the Allied Latex Corp., from East Newark, N. J.

PRODUCT: 81 gross of *prophylactics* at Norfolk, Va. Examination of 288 samples showed that 4.2 percent were defective in that they contained holes.

LABEL, IN PART: "Gems Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the label statement "Prophylactics" was false and misleading as applied to an article containing holes.

DISPOSITION: May 15, 1947. Default decree of condemnation and destruction.