DRUGS AND DEVICES ACTIONABLE BECAUSE OF DEVIATION FROM OFFICIAL OR OWN STANDARDS

3230. Adulteration of chorionic gonadotropin. U. S. v. 116 Vials * * *. (F. D. C. No. 29355. Sample No. 74597–K.)

LIBEL FILED: June 7, 1950, Eastern District of New York.

ALLEGED SHIPMENT: On or about January 26 and March 2 and 8, 1950, from Orange, N. J.

PRODUCT: 116 vials of *chorionic gonadotropin* at Woodside, Long Island, N. Y.

LABEL, IN PART: (Vial) "Multiple Dose 10cc Vial Chorionic Gonadotropin 10,000 I. U."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it purported or was represented to possess, namely, 10,000 International Units of *chorionic gonadotropin.* The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: August 11, 1950. Default decree of condemnation and destruction.

3231. Adulteration and misbranding of Bantex cohesive gauze bandages. U. S. v. 38 Boxes * * *. (F. D. C. No. 29405. Sample No. 71324–K.)

LIBEL FILED: July 20, 1950, Southern District of California.

ALLEGED SHIPMENT: On or about May 15, 1950, by Brasel Products, Inc., from Batavia, Ill.

PRODUCT: 38 boxes of *Bantex cohesive gauze bandages* at Los Angeles, Calif.

RESULTS OF INVESTIGATION: Examination showed that the article was contaminated with micro-organisms. Statements in the labeling such as "Bantex Cohesive Gauze may be used instead of plain gauze" and "this gives the wound adequate protection" imply that the article was sterile and therefore suitable for such uses.

LABEL, IN PART: (Box) "Bantex Cohesive Gauze Bandage 10 Yard Rolls Totaling 12″ of Width 12–1."

NATURE OF CHARGE: Adulteration, Section 501 (c), the purity and quality of the article fell below that which it purported to possess since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (a), a statement in an accompanying leaflet entitled "Bantex Cohesive Gauze Bandage" was false and misleading since it represented and suggested that the article was effective in the treatment and relief of varicose veins and sprains, whereas it was not effective in the treatment of varicose veins and sprains.

DISPOSITION: August 8, 1950. Default decree of condemnation and destruction.

3232. Adulteration of prophylactics. U. S. v. Klingfast Rubber Co. and Clyde W. Martin. Pleas of guilty. Corporation fined $1,000 and individual defendant $200, plus costs. (F. D. C. No. 29437. Sample Nos. 1144–K, 63849–K, 63850–K, 63853–K.)

INFORMATION FILED: July 7, 1950, Northern District of Ohio, against the Klingfast Rubber Co., a corporation, Akron, Ohio, and Clyde W. Martin, president of the corporation.

ALLEGED SHIPMENT: On or about October 13, 1948, and June 9 and 15 and November 1, 1949, from the State of Ohio into the State of Georgia.

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