LABEL, IN PART: "Home-aid Brand 8 Adhesive Strips For Home, Factory and Sport Use."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," 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 but was contaminated with living micro-organisms.

Misbranding, Section 502 (g), the article was not packaged as prescribed in the United States Pharmacopoeia, which provides as follows: "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."

DISPOSITION: June 28, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1668. Adulteration and misbranding of adhesive gauze bandages. U. S. v. 5¼ Gross and 14¾ Gross Packages of Adhesive Gauze Bandages. Default decrees of condemnation and destruction. (F. D. C. Nos. 16311, 16313. Sample Nos. 18027–H, 31422–H.)

LIBELS FILED: On or about June 1 and 11, 1945, Northern District of Illinois and Southern District of California.

ALLEGED SHIPMENT: On or about February 17 and March 2, 1945, by the Gotham Sales Co., from New York, N. Y.

PRODUCT: 5¼ gross packages of *adhesive gauze bandages* at Chicago, Ill., and 14¾ gross packages of the same product at Los Angeles, Calif.

LABEL, IN PART: "Home-aid Brand 8 Adhesive Strips."

NATURE OF CHARGE: Adulteration, Section 501 (b), the product purported to be a drug, "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," 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 but was contaminated with living micro-organisms.

Misbranding, Section 502 (g), the article was not packaged as is prescribed in the United States Pharmacopoeia, which provides as follows: "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."

DISPOSITION: July 17 and September 26, 1945. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

1669. Adulteration and misbranding of bandages. U. S. v. 31 Cases of Bandages. Consent decree of condemnation and destruction. (F. D. C. No. 16369. Sample No. 2759–H.)

LIBEL FILED: June 12, 1945, Eastern District of Virginia.

ALLEGED SHIPMENT: On or about March 24, 1945, by Nu-Hesive, Inc., from Leominster, Mass.

PRODUCT: 31 cases, each containing 48 boxes, of bandages at Richmond (Bellbluff), Va. Examination showed that the product was not sterile but was contaminated with living micro-organisms.

LABEL, IN PART: (Boxes) "Bandage, Elastic All Cotton Self-Adherent 1 Dozen 2 inch; By 5 Yards. Sterilized."

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

Misbranding, Section 502(a), the label statements "Sterilized" and "Sterile" were false and misleading.

DISPOSITION: On August 20, 1945, Nu-Hesive Inc., claimant, having requested the release of 5 boxes of the product for purposes of analysis, an order was entered granting that request. On December 10, 1945, the claimant having indicated that it did not desire to defend the matter further, and having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered destroyed.