

2115. Adulteration and misbranding of adhesive strips. U. S. v. Gero Products, Inc., and Gregory S. Roisen. Pleas of guilty. Fine of \$50 against each defendant. (F. D. C. No. 20170. Sample Nos. 6815-H, 6816-H.)

INFORMATION FILED: December 4, 1946, District of Massachusetts, against Gero Products, Inc., South Boston, Mass., and Gregory S. Roisen, president of the corporation.

ALLEGED SHIPMENT: Between the approximate dates of December 12, 1944, and February 15, 1945, from the State of Massachusetts into the State of New York.

LABEL, IN PART: "Home-aid Adhesive Strips"; [In small inconspicuous type on back of carton] "These Strips have not been Sterilized."

NATURE OF CHARGE: Adulteration, Section 501 (b), (1 shipment) the article 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 strength differed from and its quality fell below the official standard, since the standard provides that "Adhesive Absorbent Gauze" is prepared by affixing an absorbent compress to a strip of adhesive plaster, and that the weight of the compress is not less than that of a compress of the same area composed of four layers of Type I absorbent gauze, whereas the weight of the compress with which the article was prepared was less than that prescribed by the standard; and its difference in strength and quality from the standard was not plainly stated on its label.

Misbranding, Section 502 (c), (both shipments) the information required by law to appear on the label was not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs, and devices in the labeling) as to render it likely to be read by the ordinary individual under customary conditions of purchase and use, in that its quality and purity fell below the official standard for adhesive absorbent compress since the article was not a sterile individual dressing, as required by the standard, but was unsterile; and the statement of its difference in quality and purity from the standard was not prominently placed on the label, but was printed in small, partly illegible type on the back of the package containing the article.

Further misbranding, Section 502 (g), the article was not packaged as prescribed in the United States Pharmacopoeia, since it was not packaged individually in such manner that sterility would be maintained until the individual package was opened, and one or more individual packages were not packed in a second protective container.

DISPOSITION: February 18, 1947. Pleas of guilty having been entered, the court imposed a fine of \$50 against each defendant.

2116. Adulteration of adhesive tape. U. S. v. 39 Cartons * * *. (F. D. C. No. 17474. Sample Nos. 16282-H, 16283-H.)

LABEL FILED: September 24, 1945, Northern District of Illinois.

ALLEGED SHIPMENT: On or about June 20, 1945, by the Gotham Aseptic Laboratory Co., Inc., from New York, N. Y.

PRODUCT: 29 cartons, each containing 12 5-yard rolls, of *adhesive tape* at Chicago, Ill.

LABEL, IN PART: "Stickrite [or "Waterproof"] Adhesive Tape Gotham."

NATURE OF CHARGE: Adulteration, Section 501 (b), the strength of the article differed from, and its quality fell below, the standard as set forth in the United States Pharmacopoeia, since its adhesive strength when determined by the method specified in that compendium was less than the required strength of 40 pounds.

DISPOSITION: October 7, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2117. Adulteration and misbranding of prophylactics. U. S. v. 30 Gross * * * (and 1 other seizure action). (F. D. C. Nos. 17518, 19636. Sample Nos. 35916-H, 35919-H, 56446-H.)

LIBELS FILED: On or about February 28 and April 18, 1946, Western District of Missouri.

ALLEGED SHIPMENT: On or about December 13, 1945, and February 20, 1946, by Killashun Sales Division, from Akron, Ohio.

PRODUCT: Examination of 244 samples in one lot and 100 samples in the other lot showed that 4.5 percent and 5 percent, respectively, were defective in that they contained holes.

LABEL, IN PART: (Portion) "Texide Rubber Sheaths," or "Tetratex Prophylactics."

NATURE OF CHARGE: Adulteration (both lots), Section 501 (c), the quality of the articles fell below that which they purported to possess.

Misbranding (1 lot only), Section 502 (a), the label statements "For Prevention of Venereal Disease" and "Prophylactics" were false and misleading as applied to an article containing holes.

DISPOSITION: August 15, 1946. No claimant having appeared, judgments were entered ordering the products destroyed.

2118. Adulteration and misbranding of prophylactics. U. S. v. 15 Gross, etc. (F. D. C. No. 19635. Sample Nos. 3706-H, 3707-H.)

LIBEL FILED: April 17, 1946, Western District of Virginia; amended libel filed December 19, 1946.

ALLEGED SHIPMENT: On or about February 12, 1946, by the Crown Rubber Sundries Co., from Akron, Ohio.

PRODUCT: 15 gross and 2 gross of *prophylactics* at Pulaski, Va. Examination of 216 samples of each lot showed that 3.2 percent of one lot and 4.6 percent of the other lot were defective in that they contained holes.

LABEL, IN PART: "Texide Rubber Sheaths," or "Gold-Pak Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the articles were defective in that they contained holes.

Misbranding (Gold-Pak only), Section 502 (a), the label statement "Prophylactics * * * An aid in prevention of disease" was false and misleading.

DISPOSITION: January 10, 1947. The Crown Rubber Sundries Co. having withdrawn its answer and claim, judgment of condemnation was entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

DRUGS FOR HUMAN USE

2119. Misbranding of Neo-Enzymes Plain and Neo-Enzymes With Laxative. U. S. v. B. Sanders Wilson (Wilco Laboratories). Plea of guilty. Fine, \$200 and costs. (F. D. C. No. 20120. Sample Nos. 28399-H, 28400-H.)

INFORMATION FILED: August 28, 1946, Northern District of Illinois, against B. Sanders Wilson, trading as Wilco Laboratories, Chicago, Ill.

ALLEGED SHIPMENT: On or about March 30, 1945, from the State of Illinois into the State of Washington.

LABEL, IN PART: "Neo-Enzymes Plain A Nutritional Supplement," or "Neo-Enzymes With Laxative An Aid In Digesting Starch, Fats and Proteins Waste Eliminant."

NATURE OF CHARGE: Misbranding, Section 502 (a), the statements on the labels (both products) "An Aid In Digesting Starch, Fats and Proteins," (plain) "Neo-Enzymes are supplied for nutritional purposes only to replace enzymes destroyed or lost in heat preparation of foods, or eliminated by the body," and (with laxative) "Neo-Enzymes is a digestive aid," and statements in the circulars entitled "Wilco Neo-Enzymes," which accompanied the articles, were false and misleading since these statements represented, suggested, and created in the mind of the reader the impression that the articles would aid in digesting starch, fats, and proteins; that they would aid impaired digestion and the assimilation of foods; that they would be efficacious in the cure, mitigation, treatment, and prevention of malnutrition, dietary imbalance, disorders arising in the digestive tract and transmitted to various parts of the body, febrile conditions, constipation, and infections such as colds; that they would hasten convalescence from disease or operation or chronic conditions due to glandular or metabolic deficiency; that they would be of value in the treatment of over-acidity and over-alkalinity; that they would enable one to digest over-cooked cabbage; that they would be efficacious in the cure, mitigation, treatment, and prevention of gastritis, dyspepsia, intestinal putrefaction, chronic fatigue conditions, wasting diseases, acne, allergic conditions,

*See also Nos. 2102, 2105-2108, 2110, 2111, 2114, 2118.