

DISPOSITION: January 18, 1952. The Esscolloid Co., Inc., Minneapolis, Minn., claimant, having consented to the entry of a decree, judgment or condemnation was entered and the court ordered that the product be released under bond for the salvaging of the fit portion, under the supervision of the Food and Drug Administration. 6,302 pounds were salvaged.

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

3732. Adulteration of phenobarbital tablets. U. S. v. 13 Bottles * * *. (F. D. C. No. 32512. Sample No. 38451-L.)

LABEL FILED: February 11, 1952, District of New Jersey.

ALLEGED SHIPMENT: On or about January 8, 1952, by Bonded Laboratories, Inc., from Brooklyn, N. Y.

PRODUCT: 13 bottles each containing 1,000 *phenobarbital tablets* at East Orange, N. J.

LABEL, IN PART: (Bottle) "1000 Pulvoids No. 462 Phenobarbital 1½ grains."

NATURE OF CHARGE: Adulteration, Section 501 (b), the strength of the article differed from, and its quality fell below, the standard established for *phenobarbital tablets* since the tablets contained less than 94 percent of the labeled amount of phenobarbital, the minimum permitted by the United States Pharmacopeia, and since they failed to meet the test for "Disintegration" specified in that compendium.

DISPOSITION: March 26, 1952. Default decree of condemnation and destruction.

3733. Adulteration of adhesive bandages. U. S. v. 21 Boxes * * *. (F. D. C. No. 32308. Sample No. 10456-L.)

LABEL FILED: January 10, 1952, Eastern District of Michigan.

ALLEGED SHIPMENT: On or about November 8, 1951, by Gotham Aseptic Laboratory Co., Inc., from Long Island City, N. Y.

PRODUCT: *Adhesive bandages*. 21 boxes, each containing 36 envelopes containing the article at Bay City, Mich.

LABEL, IN PART: (Envelope) "Skin-Tone Plain Gauze Pads Gotham Waterproof Six Sterile Bands Stickrite Adhesive Bandages."

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

DISPOSITION: March 28, 1952. Default decree of condemnation and destruction.

✓ 3734. Adulteration of rubber prophylactics. U. S. v. 175 Gross * * *. (F. D. C. No. 32369. Sample No. 13913-L.)

LABEL FILED: January 2, 1952, District of Colorado.

ALLEGED SHIPMENT: A portion of the article was shipped by the Allied Latex Corp., from East Newark, N. J., on or about September 26, 1950, and the remainder was transported by Dixie Laboratories, a subsidiary of the Gibson Products Co., from Seagoville, Tex., on or about July 30, 1951.

PRODUCT: 175 gross of *rubber prophylactics* at Denver, Colo. Examination of 108 devices showed that 6, or 5.5%, were defective in that they contained holes.

LABEL, IN PART: (Carton) "Smithies Prophylactics * * * manufactured by The Allied Latex Corp., East Newark, New Jersey."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess. The article was adulterated when introduced into, while in, and while held for sale after shipment in, interstate commerce.

DISPOSITION: March 19, 1952. The Allied Latex Corp. having executed an acceptance of service and an authorization for taking of a final decree, the court entered a decree of condemnation and destruction.

3735. Adulteration and misbranding of clinical thermometers. U. S. v. 205 Devices * * *. (F. D. C. No. 31963. Sample No. 26756-L.)

LABEL FILED: November 7, 1951, Northern District of California.

ALLEGED SHIPMENT: On or about June 6, 1951, by the Dittmar Thermometer Co., from Hollis, N. Y.

PRODUCT: 205 *clinical thermometers* at San Francisco, Calif. Examination of 24 thermometers showed that 2 failed to meet the hard shaker test and 4 failed to give accurate readings. Five of the 24 were tested for pigment retention, and all five failed to meet this test.

LABEL, IN PART: (12-unit box) "Timico Clinical Thermometer Style Rectal."

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 following statements appearing on the envelopes containing the thermometers were false and misleading since the article failed to meet the tests specified in Commercial Standard CS1-32, U. S. Department of Commerce, for hard shaker, pigment retention, and accurate readings: "This certifies that the thermometer bearing the above identification number has been tested and compared with standards verified by U. S. Government Bureau of Standards and found correct at this date within tolerances specified for accuracy in Commercial Standard CS1-32 U. S. Department of Commerce. This thermometer is guaranteed to be of absolute accuracy."

DISPOSITION: March 20, 1952. Default decree of condemnation and destruction.

DRUGS ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS

DRUGS FOR HUMAN USE*

3736. Action to enjoin and restrain the interstate shipment of misbranded mineral tablets, B complex vitamins with iron tablets, and Mo Tee Na tablets. U. S. v. Nature's Mineral Food Co., Perry B. Smith, and Thornton B. Smith. Permanent injunction granted. (Inj. No. 234.)

COMPLAINT FILED: October 19, 1951, Southern District of Indiana, against the Nature's Mineral Food Co., a partnership, Indianapolis, Ind., and Perry B. Smith and Thornton B. Smith, partners in the partnership, alleging that the defendants had been introducing and delivering, and were continuing to introduce and deliver, for introduction into interstate commerce, *mineral tablets, B complex vitamins with iron tablets, and Mo Tee Na tablets* which were misbranded.

*See also Nos. 3722, 3735.