NATURE OF CHARGE: Adulteration, Section 501 (d), a substance other than the official product had been substituted for "Rhubarb U.S.P."

Misbranding, Section 502 (a), the label statement, "Rhubarb USP Except for Origin," was false and misleading as applied to the article, which had an identity different from that of rhubarb defined in the United States Pharmacopoeia.

DISPOSITION: February 19, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1718. Adulteration and misbranding of Blood Tonic, Expectorant, Asthmatic Solution, and Antirheumatic Ampuls. U. S. v. William John Chittick (Chittick Biochemic Laboratories). Plea of nolo contendere. Fine, $250 and costs. (F. D. C. No. 16531. Sample Nos. 96256-F, 96257-F, 18922-H, 18923-H.)

INFORMATION FILED: November 27, 1945, Eastern District of Illinois, against William John Chittick, trading as the Chittick Biochemic Laboratories, at Paris, Ill.

ALLEGED SHIPMENT: On or about August 17, 1944, and January 16, 1945, from the State of Illinois into the States of Indiana and Wisconsin.

PRODUCT: Analyses disclosed that the *Blood Tonic* consisted chiefly of water, glycerin, guaiacol, myrrh, and calcium hydroxide, but that it contained no iron, potassium, or magnesium phosphates; that the *Expectorant* consisted of a clear red liquid containing, chiefly, water and glycerol, with minute amounts of creosote, sodium, and calcium, and unidentified red color, but that it contained no sodium iodide, no hexamethylenamine, and only a trace of calcium; that the *Asthmatic Solution* was a colorless liquid containing 0.099 gram of methenamine per 10 cc., and iodides and phosphates of sodium and calcium; and that the *Antirheumatic Ampuls* contained 5.0 grains of sodium iodide and 9.3 grains of sodium salicylate per 10 cc. The products also contained considerable quantities of insoluble material.

NATURE OF CHARGE: *Blood Tonic*, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to contain 1 grain of iron phosphate, 1 grain of potassium phosphate, 1 grain of magnesium phosphate, and 10 grains of calcium per 10 cc., and it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas it contained no iron phosphate, no potassium phosphate, no magnesium phosphate, and only a trace of calcium, and it would not be appropriate and suitable for intravenous use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statements, "Each 10 C C Ampoule contains * * * Iron Phosphate 1 grain, Potassium Phosphate 1 grain, Magnesium Phosphate 1 grain, Calcium 10 grains," were false and misleading; and the label statements, "Blood Tonic * * * Indicated in Anemia and all diseases where the blood is below normal. Increases the Haemoglobin percent and the red cell count," were false and misleading since they represented and suggested that the article, when administered as directed, would be efficacious in increasing the hemoglobin percent and the red cell count of the blood; and that it would be efficacious in the cure, mitigation, treatment, and prevention of anemia and all diseases in which the blood is below normal. The article would not be efficacious for such purposes.

Expectorant, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to contain 5 grains of sodium iodide, 5 grains of calcium, and 3 grains of hexamethylenamine per 10 cc., and it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas it contained no sodium iodide, no hexamethylenamine, and only a trace of calcium, and it would not be appropriate and suitable for intravenous use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statements, "Each 10 cc ampoule contains * * * Sodium Iodide, 5 grs., Calcium 5 grs., Hexamethylenamine 3 grs.," were false and misleading; and the label statements, "Expectorant and Alterative * * * General Debility, Tuberculosis, Pneumonia and Diseases of the Respiratory Tract," were false and misleading since they represented and suggested that the article, when used as directed, would be efficacious as an expectorant and alterative; and that it would be efficacious in the cure, mitiga-

tion, treatment, and prevention of general debility, tuberculosis, pneumonia, and diseases of the respiratory tract. The article would not be efficacious for such purposes.

Asthmatic Solution, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas is was not appropriate and suitable for such use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statement "Asthmatic Solution" was false and misleading since it represented and suggested that the article, when used as directed, would be efficacious in the cure, treatment, and prevention of asthma. The article would not be efficacious for such purpose.

Antirheumatic Ampuls, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to contain 15 grains of sodium iodide and 15 grains of sodium salicylate per 10 cc., and it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas it contained less than 15 grains of sodium iodide and less than 15 grains of sodium salicylate per 10 cc., and it was not appropriate and suitable for intravenous use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statements, "Each 10 cc Ampoule contains Sodium Iodide 15 grains, Sodium Salicylate 15 grains," were false and misleading; and the label statements, "Antirheumatic * * * Indications—Rheumatism, Influenza, Streptic sore throat, Chronic Arthritis," were false and misleading since they represented and suggested that the article, when used as directed, would be efficacious in the cure, mitigation, treatment, and prevention of rheumatism, influenza, streptic sore throat, and chronic arthritis. The article would not be efficacious for such purposes.

DISPOSITION: December 21, 1945. A plea of nolo contendere having been entered, the court imposed a fine of $250 and costs.

1719. Adulteration and misbranding of L. G. Rubbing Compound. U. S. v. 15 Cases of Rubbing Compound. Default decree of forfeiture. Product ordered delivered to a charitable institution. (F. D. C. No. 18028. Sample No. 25561–H.)

LIBEL FILED: October 23, 1945, District of Idaho.

ALLEGED SHIPMENT: On or about February 7, 1945, by the Lura-Glo Laboratories, from Oakland, Calif.

PRODUCT: 15 cases, each case containing 24 bottles, of *rubbing compound* at Twin Falls, Idaho. Analysis showed that the product contained approximately 30 percent by volume of isopropyl alcohol. It was labeled as containing 70 percent of isopropyl alcohol. All bottles of the product contained less than 1 pint, the volume declared.

LABEL, IN PART: "L. G. Rubbing Compound Isopropyl."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess.

Misbranding, Section 502 (a), the label statement, "Isopropyl Alcohol 70% by Volume," was false and misleading; and, Section 502 (b) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: December 14, 1945. No claimant having appeared, judgment of forfeiture was entered and the product was ordered delivered to a charitable institution.

1720. Adulteration and misbranding of Pratt's Poultry Worm Powder and misbranding of Pratt's N-K Capsules. U. S. v. 68 Packages of Pratt's N-K Capsules and 9 Packages of Pratt's Poultry Worm Powder. Default decree of condemnation and destruction. (F. D. C. No. 18396. Sample Nos. 3921–H, 3923–H.)

LIBEL FILED: November 19, 1945, District of New Jersey.

ALLEGED SHIPMENT: On or about October 13, 1944, and August 17 and September 14, 1945, by the Pratt Food Co., from Philadelphia, Pa.