

Misbranding, Section 502 (a), the statement on the label of the 4-bottle lot, "contains estrogenic substance derived from equine urine," was misleading since the estrogenic material in the article was not composed of estrogenic material as it occurs in equine urine; and, Section 502 (e) (2), the label of the article in the 5,895-ampul lot failed to bear the common or usual name of each active ingredient since the term "Estrogenic Hormones" is the name of a group of chemical compounds and not the specific name of any particular hormone.

DISPOSITION: October 11, 1945. The Pro-Medico Laboratories, Inc., claimant, having admitted the allegations of the libels, and the cases having been consolidated, judgment of condemnation was entered and the products were ordered released under bond for relabeling under the supervision of the Federal Security Agency.

1769. Adulteration of estrogenic substance powder and adulteration and misbranding of estrogenic hormones. U. S. v. 1 Bottle of Estrogenic Substance Powder and 2 Vials of Estrogenic Hormone. Decrees of condemnation. One product ordered released under bond. (F. D. C. Nos. 16386, 16441. Sample Nos. 16552-H, 31329-H.)

LIBELS FILED: June 6 and 14, 1945, Southern District of California and Eastern District of Wisconsin.

ALLEGED SHIPMENT: On or about July 7, 1944, and April 9, 1945, by the Hema Drug Co., Inc., from Maspeth, N. Y.

PRODUCT: 2 vials of *estrogenic hormone* and 1 bottle of *estrogenic substance powder* at Woodworth, Wis., and Pasadena, Calif., respectively.

LABEL, IN PART: "Estrogenic Hormone 12 Grams," or "12 Grams Natural Estrogenic Substance Powder. Consists principally of estrone, estriol and estradiol with auxiliary hormones * * * as found in pregnant mares' urine."

NATURE OF CHARGE: *Estrogenic hormone.* Adulteration, Section 501 (d), a substance consisting largely of cholesterol, with relatively small proportions of estrone and estradiol, had been substituted in whole or in part for estrogenic hormone. Misbranding, Section 502 (a), the label statement "Estrogenic Hormone" was false and misleading.

Estrogenic substance powder. Adulteration, Section 501 (d), a substance consisting largely of cholesterol, with estradiol and a relatively small proportion of estrone, had been substituted in whole or in part for natural estrogenic substance powder consisting principally of estrone, estriol, and estradiol with auxiliary hormones as found in pregnant mares' urine.

DISPOSITION: August 24 and September 6, 1945. The Hema Drug Co., Inc., having appeared as claimant for the *estrogenic substance powder* and having consented to the entry of a decree, and no claim having been entered for the *estrogenic hormone*, judgments of condemnation were entered. The *estrogenic substance powder* was ordered released under bond for relabeling in conformity with the law, under the supervision of the Federal Security Agency. The *estrogenic hormone* was destroyed.

1770. Adulteration of water for injection. U. S. v. 112 Ampuls of Water for Injection. Default decree of destruction. (F. D. C. No. 16418. Sample No. 12989-H.)

LIBEL FILED: June 11, 1945, Southern District of Ohio.

ALLEGED SHIPMENT: On or about February 1, 1945, from Philadelphia, Pa., by Sharp and Dohme, Inc.

PRODUCT: 112 ampuls of *water for injection* at Columbus, Ohio.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Water for Injection," 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 contaminated with undissolved material.

DISPOSITION: September 18, 1945. No claimant having appeared, judgment was entered ordering that the product be destroyed.

1771. Adulteration of water for injection. U. S. v. 2 Boxes Containing 200 Ampuls of Distilled Water. Default decree of condemnation and destruction. (F. D. C. No. 13738. Sample No. 86931-F.)

LIBEL FILED: September 29, 1944, Northern District of Illinois.

ALLEGED SHIPMENT: On or about September 6, 1944, by the Metropolitan Laboratories, from New York, N. Y.

PRODUCT: 2 boxes containing 200 ampuls of *water for injection* at Chicago, Ill.
LABEL, IN PART: (Box) "100 Ampuls 10 cc. size Water U. S. P. Distilled for Ampuls Sterile."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Water for Injection," 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 contaminated with undissolved material.

DISPOSITION: November 9, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1772. Adulteration of tincture of nux vomica. U. S. v. 10 Bottles of Tincture Nux Vomica. Default decree of condemnation and destruction. (F. D. C. No. 16385. Sample Nos. 11383-H, 11394-H.)

LABEL FILED: June 18, 1945, District of Maine.

ALLEGED SHIPMENT: On or about April 25 and May 24, 1945, by Brewer & Co., Inc., from Worcester, Mass.

PRODUCT: 10 1-pint bottles of *tincture of nux vomica* at Portland, Maine. Analysis showed that each 100 cc. of the product yielded 0.18 gram of strychnine.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Tincture of Nux Vomica," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its strength differed from the official standard since the article yielded, from each 100 cc., more than 0.125 gram of strychnine, the maximum permitted by the Pharmacopoeia.

DISPOSITION: July 23, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1773. Adulteration and misbranding of isopropyl alcohol. U. S. v. 25 Gross Bottles of Isopropyl Alcohol. Default decree of condemnation and destruction. (F. D. C. No. 16296. Sample No. 4089-H.)

LABEL FILED: May 24, 1945, Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about March 21, 1945, by the Greenpoint Laboratories, Inc., from New York, N. Y.

PRODUCT: 25 gross bottles of *isopropyl alcohol* at Philadelphia, Pa. Examination showed that the product contained not more than 62.8 percent by volume of isopropyl alcohol, and that the bottle was short volume.

LABEL, IN PART: "Greenco Isopropyl Alcohol Bathing Compound 70% * * * Contents 16 Fl. Ozs."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, namely, isopropyl alcohol 70%.

Misbranding, Section 502 (b) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: September 18, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1774. Adulteration of rubbing alcohol. U. S. v. 9 Cases and 36 Cases of Rubbing Alcohol. Default decrees ordering the destruction of a portion of the product and the delivery of the remainder to a local hospital. (F. D. C. Nos. 16472, 16996. Sample Nos. 25549-H, 27822-H.)

LABELS FILED: June 20 and August 7, 1945, Eastern District of Washington and District of Utah.

ALLEGED SHIPMENT: On or about March 23 and July 8, 1945, from Oakland, Calif., by the Lura-Glo Laboratories.

PRODUCT: 9 cases and 36 cases of *rubbing alcohol* at Yakima, Wash., and Salt Lake City, Utah, respectively. Analysis showed that the article in the two shipments contained, respectively, approximately 30 percent and 35 percent by volume of isopropyl alcohol.

LABEL, IN PART: "L. G. Rubbing Compound Isopropyl Alcohol 70% by Volume 1 Pint."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, namely, isopropyl alcohol 70 percent.