

of \$200 and a suspended sentence of 6 months in jail and placed him on probation.

**2012. Adulteration of chamomile flowers. U. S. v. 4 Bags of Chamomile Flowers. Default decree of condemnation and destruction. (F. D. C. No. 20427. Sample No. 45940-H.)**

**LIBEL FILED:** July 24, 1946, Northern District of California.

**ALLEGED SHIPMENT:** On or about June 6, 1946, by E. Meer and Co., Inc., from New York, N. Y.

**PRODUCT:** 4 50-pound bags of *chamomile flowers* at San Francisco, Calif.

**LABEL, IN PART:** "Hung Type Chamomile Flowers."

**NATURE OF CHARGE:** Adulteration, Section 501 (a), the product consisted in whole or in part of a filthy substance by reason of the presence of insects, snail shells, and fragments of dirt.

**DISPOSITION:** October 24, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**2013. Adulteration of Hood-Lax. U. S. v. 3 Packages of Hood-Lax. Default decree of condemnation and destruction. (F. D. C. No. 19993. Sample No. 6516-H.)**

**LIBEL FILED:** June 5, 1946, District of New Jersey.

**ALLEGED SHIPMENT:** On or about January 31, 1946, by the Cal-Par Corporation, also known as the Hood Products Corporation, from New York, N. Y.

**PRODUCT:** 3 5-ounce packages of *Hood-Lax* at Jersey City, N. J.

**LABEL, IN PART:** "Hood-Lax Active Ingredients: Wheat Germ and Plantago."

**NATURE OF CHARGE:** Adulteration, Section 501 (a) (1), the article consisted in whole or in part of a filthy substance by reason of the presence of larvae, insect fragments, and rodent hair fragments; and, Section 501 (a) (2), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

The libel alleged also that another product, known as *Cal-Par*, was adulterated under the provisions of the law applicable to foods, as reported in notices of judgment on foods.

**DISPOSITION:** October 28, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**DRUG ACTIONABLE BECAUSE OF THE PRESENCE OF A NONCERTIFIED COAL-TAR COLOR**

**2014. Adulteration of Cornocide (corn treatment). U. S. v. 36 Cartons of Cornocide. Default decree of condemnation and destruction. (F. D. C. No. 20320. Sample No. 8580-H.)**

**LIBEL FILED:** July 3, 1946, District of New Jersey.

**ALLEGED SHIPMENT:** On or about May 23, 1946, by the Denver Products Corporation, from Long Island City, N. Y.

**PRODUCT:** 36 cartons, each containing a bottle of liquid and several corn pads at Newark, N. J.

**LABEL, IN PART:** "Cornocide Liquid Corn Treatment."

**NATURE OF CHARGE:** Adulteration, Section 501 (a) (4), the bottle of liquid contained, for purposes of coloring only, the coal-tar colors, dimethyl-aminoazobenzene (Butter Yellow, Colour Index #19) and tolylazotolylazo betanaphthol (Sudan IV, Colour Index #258), which had not been listed as harmless and suitable for use in drugs for purposes of coloring only, and they were other than ones from batches that had been certified in accordance with the regulations.

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

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

**2015. Misbranding of Procon Tablets and Orimbo Tablets; adulteration and misbranding of Hi-Test Vegetable Compound.** U. S. v. The Allied Pharmacal Company and Samuel A. Salzman. Pleas of guilty. Fine, \$1,000 and costs against each defendant; fine against partnership suspended. (F. D. C. No. 20105. Sample Nos. 20253-H, 20255-H, 22454-H.)

**INFORMATION FILED:** August 1, 1946, Northern District of Ohio, against the Allied Pharmacal Company, a partnership, Cleveland, Ohio, and Samuel A. Salzman, a partner.

**ALLEGED SHIPMENT:** Between the approximate dates of October 25, 1944, and March 3, 1945, from the State of Ohio into the States of Kansas and Missouri.

**PRODUCT:** Analysis of the *Procon Tablets* showed that the article contained methenamine, potassium bicarbonate, and plant material, including alkaloid-bearing drugs, such as belladonna and nux vomica. Analysis of the *Orimbo Tablets* showed that the article contained glandular substances, nux vomica and phosphate. Analysis of the *Hi-Test Vegetable Compound* showed that the article contained little or no vitamin B<sub>1</sub>.

**LABEL, IN PART:** "Procon Tablets \* \* \* Distributed by Erie Laboratories Cleveland, Ohio," "Orimbo Tablets \* \* \* Distributed by The Allied Pharmacal Co. Cleveland, Ohio, U. S. A." and "Hi-Test Vegetable Compound With Thiamin Chloride B-1 \* \* \* Distributed by Hi-Test Pharmacal Co. Cleveland, Ohio."

**NATURE OF CHARGE:** *Procon Tablets*, misbranding, Section 502 (a), the name "Procon" and the label statements, "For the temporary relief of incontinence" and "If incontinence persists, consult your physician," were false and misleading. The name and the label statements represented and suggested that the article would be effective for the relief of incontinence. The article would not be effective for such purpose.

*Orimbo Tablets*, misbranding, Section 502 (a), the labeling of the article failed to reveal the fact that orchic substance is of no therapeutic value when taken by mouth, which fact was material in the light of the representations displayed upon the bottles of the article, "Orchic," "Orchic Substance . . . 0.05 gr." and "Dosage: 2 to 3 tablets."

*Hi-Test Vegetable Compound*, adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess since it was represented to contain 250 units of vitamin B<sub>1</sub> to each ounce, but it contained little or no vitamin B<sub>1</sub>. Misbranding, Section 502 (a), the following statements on the label were false and misleading: "Vegetable Compound with Thiamin Chloride B-1 \* \* \* Active Ingredients Crystalline Vitamin B-1" and "Each ounce contains 250 units of B-1. The daily average dose of 3 table-spoonsful supply the full daily requirement of B-1." These statements represented and suggested that vitamin B<sub>1</sub> was an active ingredient of the article; that 250 units of vitamin B<sub>1</sub> were contained in each ounce of the article; and that 3 table-spoonsful of the article would supply the full daily requirement of vitamin B<sub>1</sub>. Vitamin B<sub>1</sub> was not an active ingredient of the article, 250 units of vitamin B<sub>1</sub> was not contained in each ounce of the article, and 3 table-spoonsful of the article would not supply the full daily requirement of vitamin B<sub>1</sub>, because the article contained little or no vitamin B<sub>1</sub>.

**DISPOSITION:** October 22, 1946. Pleas of guilty having been entered on behalf of both defendants, the court imposed a fine of \$1,000, plus costs, against each defendant. The fine against the partnership defendant was suspended.

**2016. Adulteration and misbranding of Syrup Tolu & Lobelia Compound, and Syrup Tolesol.** U. S. v. The P. J. Noyes Co. Plea of nolo contendere. Fine, \$200. (F. D. C. No. 20920. Sample Nos. 12459-H, 12784-H, 12790-H.)

**INFORMATION FILED:** September 26, 1946, District of New Hampshire, against the P. J. Noyes Co., a corporation, Lancaster, N. H.

**ALLEGED SHIPMENT:** On or about September 13, 1945, and February 4, 1946, from the State of New Hampshire into the States of Maine and Massachusetts.

**LABEL, IN PART:** "Syrup 3 Fl. Ozs. Tolu & Lobelia Compound With Morphine 5% Alcohol. Each Fluidounce Contains: Morphine Sulfate, 1-4 Gr.," or "Syrup 4 Fl. Ozs. Tolesol 5% Alcohol Each Fluidounce Contains: Morphine Sulfate, 1-4 Gr."