

* * * Gonorrhœa, Stricture * * * Folliculitis * * * Gonorrhœal Prostatitis," (page 8) "Spermatorrhœa * * * Bubo * * * Gonorrhœal Cystitis * * * Balanitis," (page 9) "Bubo, Inflammation and Swelling of a Lymphatic Gland in the Groin * * * Leucorrhœa * * * Whites * * * Catarrh of the Vagina," (page 10) "Gonorrhœa in Women." (Equivalent statements in Spanish, French, and German in the booklet.)

Analysis of a sample of the article made in the Bureau of Chemistry of this department showed that it consisted essentially of an aqueous solution of borax and berberine.

Misbranding of the article was alleged in substance in the libel for the reason that it contained no ingredient or combination of ingredients capable of producing the curative and therapeutic effects claimed for it on the carton, bottle, and booklet, above quoted in part.

On June 25, 1919, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

E. D. BALL, *Acting Secretary of Agriculture.*

7477. Misbranding of olive oil. U. S. * * * v. 28 Cases of Olive Oil. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 10426. I. S. No. 14896-r. S. No. E-1446.)

On May 23, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 28 cases of olive oil, consigned by W. P. Bernagozzi & Bro., New York, N. Y., remaining unsold in the original unbroken packages at Philadelphia, Pa., alleging that the article had been shipped on or about April 18, 1919, and transported from the State of New York into the State of Pennsylvania, and charging misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part, "Product of Italy Pure Virgin Olive Oil," "Quarter of Gallon Pure Olive Oil," and "One Quart Olive Oil."

Misbranding of the article was alleged for the reason that the statements borne on the labels of the cans, to wit, "One Quart," and "Quarter of Gallon," were false and misleading and deceived and misled the purchaser. Misbranding of the article was alleged for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously declared.

On June 25, 1919, Swinger & Binenstock, Philadelphia, Pa., claimants, having consented to, a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to said claimant upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act.

E. D. BALL, *Acting Secretary of Agriculture.*

7478. Adulteration of butter. U. S. * * * v. 329 Tubs of Butter. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 11172. I. S. No. 8498-r. S. No. C-1449.)

On September 8, 1919, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 329 tubs of butter, consigned on August 25, 1919, by the North American Creamery Co., Paynesville, Minn., remaining unsold in the original unbroken packages at Springfield, Mass., alleging that the article had been shipped and transported from the State of Minnesota into the Commonwealth

of Massachusetts, and charging adulteration in violation of the Food and Drugs Act.

Adulteration of the article was alleged for the reason that excessive water had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and for the further reason that a product deficient in milk fat and high in moisture had been mixed and packed with, and substituted wholly or in part for, the article, and for the further reason that a valuable constituent, to wit, butter fat, had been partially abstracted.

On November 7, 1919, the said North American Creamery Co., claimant, having filed a good and sufficient bond in conformity with section 10 of the act, it was ordered by the court that the product be delivered to said claimant upon the payment of the costs of the proceedings.

E. D. BALL, *Acting Secretary of Agriculture.*

7479. Misbranding of Prescription 1000 Internal and Prescription 1000 External. U. S. * * * v. 24 Bottles of Prescription 1000 Internal and 35 Bottles of Prescription 1000 External. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 11163, I. S. Nos. 15101-r, 15102-r. S. No. E-1686, E-1687.)

On September 5, 1919, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 24 bottles of Prescription 1000 Internal and 35 bottles of Prescription 1000 External, consigned by the Reese Chemical Co., Cleveland, Ohio, remaining unsold in the original unbroken packages at Easton, Pa., alleging that the article had been shipped on May 27, 1919, and May 22, 1919, and transported from the State of Ohio into the State of Pennsylvania, and charging misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part: (Carton) "Prescription 1000 External. * * * For Gonorrhœa and Gleet Prescription 1000 Reese Chem. Co. Injection will not produce stricture. * * * This 'Prescription 1000 Injection' can be used without the internal treatment, but for immediate and best results both internal and injection should be used. * * * Prescription 1000 Reese Chem. Co. Injection A companion to our internal treatment used in obstinate cases where immediate results are desired * * *;" (circular) "Prescription 1000 Internal The best, most up-to-date scientific preparation on the market for Gonorrhœa and Gleet * * * Prescription 1000 External A companion of Prescription 1000 Internal, and is used with it when convenient, in obstinate cases of gonorrhœa or gleet where the patient desires immediate relief. It can be used without Prescription 1000 Internal, but for best results both the Internal and External should be used * * *;" (carton) "Prescription 1000 internal * * * Prescription 1000 Reese Chem. Co. Internal Diuretic and Antiacid, Soothing to Bladder and Urethra * * *."

Analyses of samples made in the Bureau of Chemistry of this department showed that the Prescription 1000 Internal consisted essentially of a slightly alkaline emulsion of copaiba, with methyl salicylate, and that the Prescription 1000 External consisted of an aqueous solution of potassium permanganate.

Misbranding of the article was alleged in substance in the libel for the reason that the carton and circular accompanying the article contained statements, designs, and devices, regarding the curative or therapeutic effects of the article and the ingredients or substances contained therein, as set forth above, which were false and fraudulent in that the article would not produce the curative or therapeutic effects which purchasers were led to expect by the