the statement "Mercurochrome 2% Solution," appearing on the label, was false and misleading.

On January 13, 1941, the defendant entered a plea of nolo contendere and the court imposed a fine of $50.

470. Adulteration and misbranding of barbital tablets, cough tablets, conjunctivitis tablets, and equine worm powder; misbranding of eye ointment. U. S. v. Lloyd M. Curts and Charles D. Folse (Curts-Folse Laboratories). Pleas of guilty. Fine, $1 and costs. (F. D. C. No. 2861. Sample Nos. 4466-E, 4467-E, 4468-E, 16018-E, 16739-E.)

All of these veterinary products contained smaller amounts of certain ingredients than those declared on their labels. Furthermore, the labels of the cough tablets, the conjunctivitis tablets, the eye ointment, and the equine worm powder contained false and misleading representations regarding their efficacy in the treatment of certain diseases of animals.

On January 10, 1941, the United States attorney for the District of Kansas filed an information against Lloyd M. Curts and Charles D. Folse, trading as Curts-Folse Laboratories at Kansas City, Kans., alleging shipment on or about August 29 and November 29, 1939, from the State of Kansas into the State of Illinois of a quantity of barbital tablets, cough tablets, and conjunctivitis tablets that were adulterated and misbranded, and on or about October 6, 1939, and February 26, 1940, from the State of Kansas into the State of Oklahoma of a quantity of eye ointment that was misbranded and of equine worm powder that was both adulterated and misbranded.

The articles were labeled in part: "Barbital Tablets 1½ grs. Cu-Fo Dose Dogs and Cats 1½ to 10 grains"; "Cough Tablets Small Animals Ammon Chloride 1 gr. * * * Dose Dogs and Cattle"; "Conjunctivitis Tablets No. 1 Contains Boric Acid ½ gr. Salicylic Acid 2 grs. Zinc Sulphate 1 gr. * * * for eye wash"; "Eye Ointment * * * Distributed by Barber and Cochran * * * Oklahoma City, Okla."; "Equine Worm Powder Contains * * * Arsenic 2%."

The barbital tablets were alleged to be adulterated in that their strength differed from that which they purported or were represented to possess in that each of said tablets was represented to contain 1½ grains of barbital; whereas each tablet contained not more than 1.18 grains of barbital. They were alleged to be misbranded in that the statement "Barbital Tablets 1½ grs.," borne on the bottle label, was false and misleading since each of the tablets did not contain 1½ grains of barbital but did contain a smaller amount.

Analysis of a sample of the cough tablets showed that they consisted essentially of ammonium chloride (0.76 grain per tablet) and extracts of plant material, including licorice. They were alleged to be adulterated in that their strength differed from that which they purported or were represented to possess in that each of said tablets was represented to contain 1 grain of ammonium chloride; whereas each tablet contained less than 1 grain, namely, not more than 0.76 grain of ammonium chloride. They were alleged to be misbranded in that the statement "Tablets * * * Contain Ammon Chloride 1 gr.," borne on the bottle label, was false and misleading since each of the tablets did not contain 1 grain of ammonium chloride but did contain a smaller amount. They were alleged to be misbranded further in that the statement "Cough Tablets * * * Cattle," borne on the bottle label, was false and misleading since the tablets would not be efficacious in the treatment of coughs in cattle.

Analysis of a sample of the conjunctivitis tablets showed that each of them consisted essentially of boric acid (0.45 grain), salicylic acid (1.48 grains), zinc sulfate (0.73 grain), and methylene blue. They were alleged to be adulterated in that their strength differed from that which they purported or were represented to possess in that each of said tablets was represented to contain ½ grain of boric acid, 2 grains of salicylic acid, and 1 grain of zinc sulfate; whereas each of said tablets contained not more than 0.45 grain of boric acid, not more than 1.48 grains of salicylic acid, and not more than 0.73 grain of zinc sulfate. They were alleged to be misbranded in that the statement "Tablets * * * Contains Boric Acid ½ gr. Salicylic Acid 2 grs. Zinc Sulfate 1 gr.," borne on the bottle label, was false and misleading since each of said tablets contained less than ½ grain of boric acid, less than 2 grains of salicylic acid, and less than 1 grain of zinc sulfate. They were alleged to be misbranded further in that the statement "Conjunctivitis," borne on the bottle label, was false and misleading since said drug would not be efficacious in the treatment of conjunctivitis.

Analysis of a sample of the eye ointment showed that it consisted essentially of yellow mercuric oxide incorporated in a suitable base. It was alleged to be misbranded in that the statement "For the treatment of eye inflammations and infections * * * If the eye contains pus," borne on the cartons, was false and misleading since it would not be efficacious for the treatment of eye inflammations and infections or of pus in the eye.

Analysis of a sample of the equine worm powder showed that it consisted essentially of arsenic trioxide (1.57 percent), plant material including areca nuts and tobacco, compounds of sodium, iron, and calcium, chlorides, sulfates, and phosphates. It was alleged to be adulterated in that its strength differed from or its quality or purity fell below that which it purported or was represented to possess in that it was represented to contain 2 percent of arsenic, i. e., arsenic trioxide; whereas it contained less than 2 percent, namely, not more than 1.57 percent of arsenic trioxide. It was alleged to be misbranded in that the statements "Equine Worm Powder" and "Contains * * * Arsenic 2%," appearing on the label, were false and misleading since it was not efficacious in the treatment of worms in horses and it did not contain 2 percent of arsenic trioxide, but did contain a smaller amount.

On January 28, 1941, the defendants entered pleas of guilty and the court imposed a fine of $1 and costs to be paid jointly.

471. Adulteration and misbranding of sodium cacodylate solution, calcium gluconate compound solution, and liquid nux vomica alkaloids. U. S. v. 14 Bottles of Sodium Cacodylate Solution, 68 Bottles of Calcium Gluconate Compound Solution, and 8 Bottles of Liquid Nux Vomica Alkaloids. Default decree of destruction. (F. D. C. Nos. 3710 to 3712, incl. Sample Nos. 43057-E, 43061-E, 43076-E.)

On January 27, 1941, the United States attorney for the Northern District of Oklahoma filed a libel against the above-named products at Tulsa, Okla., alleging that they had been shipped from Kansas City, Mo., by the Peerless Serum Co. of Kansas City, Kans., on or about August 22 and October 5 and 26, 1940; and charging that they were adulterated and misbranded.

Analysis of a sample of the sodium cacodylate solution showed that it contained not more than 2.6 grains of sodium cacodylate per cubic centimeter. It was alleged to be adulterated in that its strength differed from that which it was purported or was represented to possess, namely, "Sodium Cacodylate Solution 4.5 Gr. per cc." It was alleged to be misbranded in that statements on the label, "Sodium Cacodylate Solution 4.5 Gr. per cc.," and "Useful in the treatment of Anaplasmosis, Swamp Fever, Anemia, Influenza, Shipping Fever, Chronic Skin Diseases, and to build up Convalescent Patients," were false and misleading since it did not constitute an effective treatment for the diseases named on the label.

Analysis of a sample of the calcium gluconate solution showed that it contained approximately 15 percent of calcium gluconate. It was alleged to be adulterated in that its strength differed from that which it purported or was represented to possess, namely, "Calcium Gluconate Comp. Solution * * * 23% Solution." It was alleged to be misbranded in that the statements on the label, "Calcium Gluconate Comp. Solution * * * 23% Solution," and "Indications: * * * Azoturia," were false and misleading since it did not contain 23 percent of calcium gluconate and did not constitute an adequate treatment for azoturia.

Analysis of a sample of the nux vomica alkaloids liquid showed that it contained per cubic centimeter approximately 0.15 grain (less than 1/6 grain) of strychnine sulfate, and approximately 0.045 grain (approximately 1/22 grain) of brucine sulfate. It was alleged to be adulterated in that its strength differed from that which it purported or was represented to possess, namely, "Each cc. contains a quarter grain each of Strychnine Sulphate and Brucine Sulphate." It was alleged to be misbranded in that the above-quoted statement was false and misleading since it contained materially less than ¼ grain each of strychnine sulfate and brucine sulfate per cubic centimeter.

On February 24, 1941, no claimant having appeared, judgment was entered ordering that the products be destroyed.

472. Adulteration and misbranding of Mineralvita. U. S. v. 99 Bottles of Mineralvita. Default decree of condemnation and destruction. ((F. D. C. No. 3887. Sample No. 31578-E.)

On February 27, 1941, the United States attorney for the Eastern District of Michigan filed a libel against 99 bottles of Mineralvita at Pontiac, Mich., alleg-