

are extracted from gravid mares' urine, and the potency of the article was greater than 20,000 International Units of estrone per cubic centimeter.

DISPOSITION: September 18, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2023. Adulteration and misbranding of Gynestrol Natural Estrogenic Substance. U. S. v. 20 Bottles of Gynestrol Natural Estrogenic Substance (and 3 seizure actions against other lots of the same product). Decrees of condemnation. Portion of product ordered released under bond; remainder ordered destroyed. (F. D. C. Nos. 18674, 18833, 18896, 19207. Sample Nos. 4380-H, 4381-H, 4394-H to 4398-H, incl., 4400-H, 5401-H to 5403-H, incl., 23365-H, 60020-H.)

LABELS FILED: December 17, 1945, and January 11, February 12, and March 25, 1946, Eastern District of Pennsylvania, Eastern District of Missouri, and Western District of New York. The labels filed in the Eastern District of Pennsylvania were amended October 1, 1946.

ALLEGED SHIPMENT: Between the approximate dates of September 20, 1943, and November 27, 1945, by S. B. Penick and Co., from New York, N. Y., and Passaic, N. J.

PRODUCT: *Gynestrol Natural Estrogenic Substance*. 20 2,000-cc. bottles and 235.128 liters at Philadelphia, Pa.; 9 2,000-cc. bottles at St. Louis, Mo.; and 56 30-cc. vials and 197 10-cc. vials at Buffalo, N. Y., which had been repacked by the consignee from a shipment of 3 2,000-cc. bottles.

NATURE OF CHARGE: (Portions) Adulteration, Section 501 (d), a solution of estrogenic substances not composed of estrogens as they occur in and are abstracted from mares' pregnancy urine had been substituted in whole or in part for a solution of estrogenic substances derived from mares' pregnancy urine.

(Portions) Misbranding, Section 502 (a), the statements displayed on the bottles, "Natural Estrogenic Substance * * * Derived from mares' pregnancy urine," were false and misleading since the estrogenic material present in the article did not consist of estrogens as they occur in and are extracted from mares' pregnancy urine.

DISPOSITION: March 29, May 23, and October 1, 1946. The Pennsylvania lots having been consolidated on motion of S. B. Penick and Co., claimant, and the Blue Line Chemical Co., St. Louis, Mo., having appeared as claimant for the Missouri lot, judgments of condemnation were entered and the claimed portion of the product was ordered released under bond for relabeling. No claimant having appeared for the New York lot, judgment of condemnation was entered and this lot was ordered destroyed.

2024. Adulteration of Pluri-B. U. S. v. 34 Vials of Pluri-B. Default decree of condemnation and destruction. (F. D. C. No. 20995. Sample No. 30694-H.)

LABEL FILED: September 18, 1946, District of Arizona.

ALLEGED SHIPMENT: On or about June 18, 1946, by Pasadena Research Laboratories, from Pasadena, Calif.

PRODUCT: 34 vials of *Pluri-B* at Phoenix, Ariz.

LABEL, IN PART: "30 cc. Sterile Solution No. 256 *Pluri-B* (Some factors of the B Complex) For Intramuscular or Intravenous Use."

NATURE OF CHARGE: Adulteration, Section 501 (c), the purity and quality of the product fell below that which it purported and was represented to possess, i. e., "Solution *Pluri-B* * * * For Intramuscular or Intravenous Use." The article contained undissolved material, whereas an article which is represented for intramuscular and intravenous use should be free from undissolved material.

DISPOSITION: November 7, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed, with the exception of 12 vials which were ordered delivered to the Food and Drug Administration.

2025. Adulteration of epinephrine. U. S. v. 77 Tubes of Epinephrine. Default decree of condemnation and destruction. (F. D. C. No. 20554. Sample No. 63945-H.)

LABEL FILED: July 23, 1946, District of New Jersey.

ALLEGED SHIPMENT: On or about June 10, 1946, by Wyeth, Inc., from Philadelphia, Pa.