

ALLEGED SHIPMENT: On or about February 8, 1947, by R. J. Prentiss & Co., Inc., from New York, N. Y.

PRODUCT: 300 bags, containing a total of 10,078 pounds, of *cascara sagrada* at Freeport, Ill.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as a drug, the name of which is recognized in the United States Pharmacopoeia, and its quality and purity fell below the official standard, since the Pharmacopoeia provides that vegetable drugs are to be as free as practicable from molds and shall show no abnormal discoloration, whereas the article was contaminated with mold and was discolored.

DISPOSITION: August 5, 1947. W. T. Rawleigh Co., Freeport, Ill., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for segregation and destruction of the unfit portion, under the supervision of the Federal Security Agency. The segregation operations resulted in the destruction of 25 bags of the product as unfit.

2319. Adulteration and misbranding of antiseptic mouth wash and misbranding of witch hazel. U. S. v. James J. Kaplan (Diamond Drug and Magnesia Co.). Plea of guilty. Fine, \$100. (F. D. C. No. 21472. Sample Nos. 12714-H, 12734-H, 56689-H, 56845-H.)

INFORMATION FILED: August 22, 1947, District of Massachusetts, against James J. Kaplan, trading as the Diamond Drug & Magnesia Co., at Boston, Mass.

ALLEGED SHIPMENT: On or about October 18, 1945, and January 7 and February 2 and 7, 1946, from the State of Massachusetts into the States of New Hampshire, Rhode Island, and Maine.

LABEL, IN PART: "Berkeley Brand Antiseptic Mouth Wash * * * Distributed by Berkeley Drug & Chemical Co., Boston, Mass.," "Peerless Antiseptic Mouth Wash * * * Distributed by Peerless Products Co., Boston Mass.," "Eluto's Witch Hazel * * * Distributed by Eluto Bros., Inc., Manchester, N. H.," or "Nyler Quality Products Witch Hazel * * * Eastern Distributor The Jayson Co., Portland, Maine."

NATURE OF CHARGE: *Antiseptic mouth wash.* Adulteration, Section 501 (c), the strength of the article differed from, and its quality fell below, that which it was represented to possess, in that it was represented to be an antiseptic when diluted to one-half strength, whereas when diluted to one-half strength it was not an antiseptic within the meaning of Section 201 (o), since it was not a germicide when so diluted and did not purport to be and was not represented as an antiseptic for inhibitory use as a wet dressing ointment, dusting powder, or such other use as involved prolonged contact with the body. Misbranding, Section 502 (a), the label statement "Antiseptic * * * Use ½ * * * strength" was false and misleading.

Witch hazel. Misbranding, Section 502 (a), the label statements "For the relief of Sprains, Bruises * * * Burns, Scalds * * * Chilblains" were false and misleading, since they represented and suggested that the article would be an effective treatment for sprains, burns, bruises, scalds, and chilblains, whereas it would not be an effective treatment for such conditions.

DISPOSITION: March 2, 1948. A plea of guilty having been entered, the court imposed a fine of \$100.

2320. Adulteration and misbranding of prophylactics. U. S. v. Crown Rubber Sundries Co. and Joseph Lader. Pleas of not guilty. Tried to the court. Verdict of guilty. Fine, \$800 and costs. (F. D. C. No. 15578. Sample Nos. 105-H, 2589-H, 13537-H, 22909-H.)

INFORMATION FILED: August 23, 1945, Northern District of Ohio, against the Crown Rubber Sundries Co., a partnership, Akron, Ohio, and Joseph Lader, a partner.

ALLEGED SHIPMENT: On or about January 18 and February 15 and 28, 1945, from the State of Ohio into the States of Florida, West Virginia, Indiana, and Missouri.

LABEL, IN PART: (Boxes) "Red-Pak * * * Packed by W. H. Reed & Co. Atlanta, Ga. [or "Packed by Crown Rubber Co. Akron, Ohio"]," "Red-Pack * * * Manufactured by Killian Mfg. Co. Akron, Ohio," or "Seal-Tex * * * Seal Rubber Co. Akron, Ohio"; (portions of devices) "Genuine Liq-