due to constipation; to stimulate the liver and to cause it to unload the impurities and to do away with tired, irritated feeling; to cause regular action of the bowels; as a remedy for malassimilation, loss of appetite, decaying teeth, obesity, nonelimination, acidosis, with its many and varied manifestations, anemia and demineralization; as a remedy for all ailments and general run-down conditions arising from a dormant or inactive spleen; as a successful treatment of any disease or impure blood resulting from spleen afflictions; as a remedy for anemia caused by an enlarged spleen; to arouse the spleen into activity in order to restore normal sex life; to maintain perfect health and to insure perfect functioning of all the glands to prevent premature old age, wrinkles, and senility; as a treatment for waning sex life and nervous debility due in part to acidosis; (in the case of the treatment for ulcerated stomach only) to insure health; and (in the case of the treatment for "Sugar Diabetes" only) as a treatment for sugar diabetes.

One lot of the treatment for "Sugar Diabetes" and those labeled "Special" and "Anemia" were alleged to be misbranded in that statements in the labeling falsely and fraudulently represented their curative and therapeutic effectiveness as treatments for diabetes, high blood pressure, anemia, Bright's disease, dropsy, tuberculosis, liver ailments, nervousness, skin disease, ulcerated stomach, arthritis, rheumatism, gall-bladder trouble, and asthma; their effectiveness to enable the user to regain health; and (in the case of the products designated "Sugar Diabetes" and "Special") their effectiveness as treatments for sugar diabetes. The products designated "Ulcerated Stomach," "Sugar Diabetes," "Special," "Anemia," and the lot with no particular designation were alleged to be misbranded further in that the statements on the labels, "Vegetable Compound" and "No Drugs," were false and misleading since they represented that the articles consisted wholly of vegetable substances and contained no drugs; whereas they did not consist wholly of vegetable substances but contained Epsom salt and did contain drugs, Epsom salt and other laxative drugs. They were alleged to be misbranded further in that they contained alcohol and the labels on the packages failed to bear statements of the quantity and proportion of alcohol contained therein.

The products designated "Diabetes No. 3" and "Anemia No. 3" were alleged to be adulterated in that their strength and purity fell below the professed standard and quality under which they were sold since they were represented to be compounded wholly of vegetable extracts listed in the United States Pharmacopoeia and of alfalfa; whereas they were compounded in large part of Epsom salt, a mineral drug. They were alleged to be misbranded in that the statements on the labels, "Compounded of U. S. P. Vegetable Extracts and Alfalfa," "A Food Medicine," and "No Harmful Drugs," were false and misleading since they represented that the article was compounded wholly of vegetable extracts listed in the United States Pharmacopoeia and of alfalfa, that they were food medicines, and that they contained no harmful drugs; whereas they were not composed wholly of vegetable extracts listed in the United States Pharmacopoeia and of alfalfa but were composed in large part of Epsom salt, a mineral drug, they were not food medicines in that they contained no food, and they contained Epsom salt, emedin, and jalap, which might be harmful to health. They were alleged to be misbranded further in that statements in the labeling falsely and fraudulently represented their curative and therapeutic effectiveness to enable the user to regain health, and their effectiveness as treatments, respectively, for diabetes and anemia.

On July 18, 1938, a plea of guilty having been entered on behalf of the defendant, the court imposed a fine of $240.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

**29442. Adulteration and misbranding of ampuls of sodium cacodylate; alleged adulteration and misbranding of ampuls of sodium iodide, sodium salicylate, caffeine sodio-benzoate, glucose, magnesium sulphate, hexamethylenamine, sodium thiosulphate, emetine hydrochloride, sodium iodide and sodium salicylate, Migraitone, pituitary extract, glycerophosphate compound, iron, arsenic and phosphorus ampuls, iron cacodylate; and alleged misbranding of X-Bismercoil Compound and mercury biniodide. U. S. v. Rovin Therapeutic Products, Inc. Plea of guilty to counts 1, 2, and 3. Fine, $500 on said counts. Remaining counts dismissed.** (F. & D. No. 39496. Sample Nos. 12822–C, 12823–C, 27904–C to 27908–C, incl., 27979–C to 27988–C, incl., 35101–C, 35103–C, 35113–C, 35114–C, 35119–C.)

This information charged in counts 1, 2, and 3 the adulteration and misbranding of sodium cacodylate ampuls because of a deficiency of sodium

cacodylate and because of false and fraudulent curative and therapeutic claims in the labeling. It also charged in the remaining counts adulteration and misbranding of various pharmaceuticals because of variances from the declared ingredients and alleged false and fraudulent curative and therapeutic claims in the labeling of certain of the products.

On July 20, 1938, the United States attorney for the Eastern District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Rovin Therapeutic Products, Inc., Detroit, Mich., alleging shipment by said company in violation of the Food and Drugs Act as amended, in the period from on or about May 4, 1935, to on or about December 3, 1936, from the State of Michigan into the States of Pennsylvania and Ohio of quantities of the above-listed pharmaceuticals, of which some were alleged to be adulterated and misbranded and the remainder were alleged to be misbranded in violation of the Food and Drugs Act as amended. The articles were labeled in part: "Rovin Laboratory, Detroit, Mich."

Count 1 alleged adulteration of one lot of sodium cacodylate ampuls in that the article was sold under a name recognized in the National Formulary and differed from the standard of strength, quality, and purity as determined by the test laid down in the said formulary, since it yielded an amount of anhydrous sodium cacodylate corresponding to less than 69 percent, namely, not more than 20.3 percent of the amount listed on the label; whereas the formulary provides that ampuls of sodium cacodylate shall yield an amount of anhydrous sodium cacodylate corresponding to not less than 69 percent of the labeled amount, and the standard of strength, quality, and purity of the article was not declared on the container thereof. Further adulteration was alleged in said count in that the strength and purity of the article fell below the professed standard and quality under which it was sold, since each milliliter, or cubic centimeter, of the article was represented to contain 5 grains, or 0.324 gram, of sodium cacodylate; whereas each milliliter, or cubic centimeter, contained less than 0.324 gram, namely, not more than 0.066 gram of sodium cacodylate equivalent to not more than 1.01 grains of sodium cacodylate per each milliliter, or cubic centimeter.

Count 2 alleged misbranding of the said lot of sodium cacodylate in that the statements "1 Mil. (cc) Ampoules Sodium Cacodylate 5 grs. * * * Each Mil. (cc) contains: Sodium Cacodylate 0.324 gm. 5 grs.," borne on the boxes, and "1 Mil. (cc) Sodium Cacodylate 5 gr.," borne on the ampul label, were false and misleading since the ampuls contained less sodium cacodylate than so represented. Count 3 alleged that the said lot of sodium cacodylate was misbranded further in that certain statements, designs, and devices regarding its therapeutic and curative effects, appearing on the labeling, falsely and fraudulently represented that it was effective as a therapeutic agent in conditions such as malaria, pellagra, anemia, neurasthenia, neuralgia, syphilis, and nonsyphilitic skin diseases; and effective as a general tonic and to stimulate new blood formation. The remaining counts charged adulteration of ampuls of sodium iodide, sodium salicylate, caffeine sodio-benzoate, sodium cacodylate, glucose, magnesium sulphate, hexamethylenamine, sodium thiosulphate, and emetine hydrochloride in that they were sold under names recognized in the National Formulary but differed from the standard of strength, quality, and purity as determined by the tests laid down therein and also differed from their own declared standards; adulteration of ampuls of sodium iodide and sodium salicylate, Migraitone, pituitary extract, glycerophosphate compound, iron, arsenic, and phosphorus ampuls, and ampuls of iron cacodylate in that they fell below their own professed standards; and misbranding of the said drugs because of failure to conform to their labeled strength; misbranding of ampuls of X-Bismercoil in that it contained chlorobutanol, a derivative of chloroform, and its label failed to bear a statement of the quantity of chlorobutanol contained in the article; misbranding of ampuls of mercury biniodide in that the article contained mercury biniodide in excess of the amount declared on the label; and misbranding of ampuls of sodium iodide, sodium salicylate, X-Bismercoil, caffeine sodio-benzoate, sodium salicylate, magnesium sulphate, hexamethylenamine, emetine hydrochloride, sodium iodide, and sodium salicylate, glycerophosphate compound, ampuls of iron, arsenic, and phosphorus, and iron cacodylate ampuls in that certain statements in the labeling falsely and fraudulently represented the curative and therapeutic effectiveness of the articles.

On July 27, 1938, the defendant entered a plea of guilty to counts 1, 2, and 3, and the court imposed a fine of $200 on the first count, $200 on the second, and $100 on the third. The remaining counts were dismissed by the court.

HARRY L. BROWN, *Acting Secretary of Agriculture.*

**29443. Adulteration and misbranding of rubber prophylactics. U. S. v. 16 Gross of Rubber Prophylactics (and 10 similar seizure actions). Default decrees of condemnation and destruction.** (F. & D. Nos. 41359, 41823, 41910, 42078, 42140, 42179, 42180, 42184, 42227, 42228, 42251, 42252, 42253, 42326, 42327, 42908, 43690. Sample Nos. 41752-C, 1760-D to 1764-D, incl., 8839-D, 8840-D, 9331-D, 9332-D, 9442-D, 9443-D, 9444-D, 9446-D, 9447-D, 9448-D, 9520-D, 9811-D, 10739-D, 10740-D, 12539-D, 21314-D, 21371-D, 24897-D.)

Samples of this product were found to be defective in that they contained holes.

On various dates between January 11 and September 8, 1938, eight United States attorneys, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 379 11/12 gross of rubber prophylactics in various lots at Chicago, Ill., Atlanta, Ga., Sloan, N. Y., Dallas, Tex., Houston, Tex., Philadelphia, Pa., New York, N. Y., and Wheeling, W. Va.; alleging that the article had been shipped in interstate commerce in the period from on or about November 11, 1937, to on or about July 30, 1938, from Kansas City and North Kansas City, Mo., by the Dean Rubber Manufacturing Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, variously: "Peacocks," "Orchids," "Sekurity," "Saf-T-Skin," "RX 97," "Fetherwate," "Koro," "Extra Quality Genuine Liquid Latex," and "Clinic."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements in the labeling of the several brands were false and misleading: (One lot of Peacocks) "Prophylactic * * * Question Why can I (the buyer) be reasonably certain the rubber prophylactics I purchase actually give protection * * * Peacocks are all air-blown tested and will give you protection * * * No. 1 Grade Blown Tested"; (another lot of Peacocks) the foregoing and the following statements, "For Your Protection * * * Air-Tested * * * Guaranteed against Deterioration For Five Years. * * * Every Peacock air blown tested under the new testing process. Finest quality that is possible to make. Demand Peacocks for your protection;" (another lot of Peacocks) "Air Tested * * * Guaranteed for ten years against deterioration. Blown Tested, and free from pin holes or defects. * * * For Prevention of Disease * * * No. 1 Grade Blown Tested"; (Orchids) "Guaranteed for 10 years against deterioration. Every 'Orchid' is carefully selected. * * * Strongest prophylactic made. * * * For prevention of disease"; (Sekurity) "For Medical purposes * * * Guaranteed five years against deterioration * * * For prevention of disease"; (Saf-T-Skin) "The Dependable Prophylactic * * * Saf-T-Skin * * * To prevent disease * * * The Modern Prophylactic * * * Guaranteed Five Years * * * Disease Preventative * * * Guaranteed 100% Air Tested * * * For Prevention of Disease"; (RX 97) "The Reliable Prophylactic * * * To Prevent Disease * * * Guaranteed Five Years * * * Guaranteed 100% Air Tested * * * For Prevention of Disease"; (Fetherwate) "For Prevention of Disease Only * * * Prophylactics * * * Every Fetherwate blown tested * * * prophylactic * * * Guaranteed for 5 years against deterioration"; (Koro) "* * * hygiene * * * disease preventative * * * fully guaranteed * * * Air Blown Tested"; (Extra Quality Genuine Liquid Latex) "Air Tested * * * Guaranteed Two Years * * * 100% * * * Perfected * * * Prophylactic * * * For the Prevention of Contagious Diseases * * * Guaranteed Unconditionally for Two Years * * * Guaranteed Three Years * * * Double Tested * * * Guaranteed 5 years"; (Clinic) "Guaranteed 100% Air Tested * * * For Prevention of Disease."

On various dates between February 28 and October 1, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

HARRY L. BROWN, *Acting Secretary of Agriculture.*