

DISPOSITION: September 13, 1948. A plea of nolo contendere having been entered, the court imposed a fine of \$400.

13885. Adulteration and misbranding of Vitawine. U. S. v. Interstate Laboratories, Inc. Plea of guilty. Fine, \$258 and costs. (F. D. C. No. 24043. Sample Nos. 52696-H, 54133-H, 54135-H.)

INFORMATION FILED: March 10, 1948, Western District of Kentucky, against Interstate Laboratories, Inc., Louisville, Ky.

ALLEGED SHIPMENT: Between the approximate dates of September 9, 1946, and January 17, 1947, from the State of Kentucky into the State of Indiana.

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), valuable constituents, niacin, vitamin B₁, and iron and ammonium citrate, had been in part omitted and abstracted from the article.

Misbranding, Section 403 (a), certain statements on the label of the article and in a circular enclosed with the article were false and misleading. These statements represented and suggested that each fluid ounce of the article contained 1,000 U. S. P. units of thiamine (vitamin B₁), 10 milligrams of niacin, and 5 grains of iron and ammonium citrate, and that a tablespoonful, or ½ ounce, four times daily would provide 600 percent of the minimum daily requirements for thiamine (vitamin B₁) and 1,100 percent of the minimum daily requirements for iron. The article contained less niacin and iron and ammonium citrate, and a portion of the article contained less thiamine (vitamin B₁) than represented; and one tablespoonful, or ½ ounce, of the article four times daily would supply smaller proportions of the minimum daily requirements for iron, and a portion of the article would supply smaller proportions of the minimum daily requirements for thiamine.

The article was alleged also to be misbranded under the provisions of the law applicable to drugs, as reported in notices of judgment on drugs and devices, No. 2475.

DISPOSITION: May 26, 1948. A plea of guilty having been entered, the court imposed a fine of \$258 and costs.

13886. Adulteration of Protam. U. S. v. Ralph S. Willard (Hollywood Testing Laboratories). Plea of nolo contendere. Fine, \$250. (F. D. C. No. 24788. Sample No. 44855-H.)

LABEL FILED: June 28, 1948, Southern District of California, against Ralph S. Willard, trading as Hollywood Testing Laboratories, Los Angeles, Calif.

ALLEGED VIOLATION: The defendant was charged with giving a false guaranty to the Associated Nutrition Consultants, Los Angeles, Calif., on or about May 5, 1947. It provided that no food, drug, device, or cosmetic constituting a shipment or delivery made by the defendant to the latter firm would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about June 17 and July 2, 1947, the defendant sold and delivered to the Associated Nutrition Consultants a number of packages of Protam which were adulterated, and on or about July 11, 1947, the latter firm shipped one package of the product from the State of California into the State of Arizona.

LABEL, IN PART: "Protam Low Fat High Protein Distributed by Associated Nutrition Consultants * * * Two heaping teaspoonfuls (16.84 grams)
* * * Protein content 49.9% * * * Vitamin D 400 U. S. P. Units
Iron 10.0 Mg. * * * Calcium 90.0 Mg."

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), valuable constituents, vitamin D, calcium, iron, and protein, had been in part omitted, in that 2 heaping teaspoonfuls (16.84 grams) of the product contained less than 400 U. S. P. units of vitamin D and less than 90 milligrams of calcium and 10 milligrams of iron, and the protein content of the product was less than 49.9% as claimed on the label.

DISPOSITION: August 13, 1948. A plea of nolo contendere having been entered, the defendant was fined \$250.

13887. Misbranding of Kevo Enurgets. U. S. v. W. H. Y. & Kevo Products Co., Ltd., and George M. Bartlett. Pleas of guilty. Imposition of sentence suspended for 1 year and defendants placed on probation for 1 year. (F. D. C. No. 24272. Sample Nos. 69068-H, 69069-H, 15309-K.)

INFORMATION FILED: August 12, 1948, Southern District of California, against W. H. Y. & Kevo Products Co., Ltd., a partnership, Los Angeles, Calif., and George M. Bartlett, a partner.

ALLEGED SHIPMENT: On or about May 15 and July 22, 1947, from the State of California into the State of Illinois.

LABEL, IN PART: "Kevo Enurgets A Delicious Near Chocolate Flavor Candy Energy-Food."

NATURE OF CHARGE: Misbranding, Section 403 (a), certain statements in the labeling represented and suggested that the product would be effective to supply energy and pep, to furnish maximum nutrition and lasting energy for people on the go, to give the user quick pick-up, to quickly build energy that lasts, to bring about mental and physical alertness, to take away tired feeling, to aid digestion, and to ease away nervous headaches. These statements were false and misleading since the product would not be effective for such purposes. Further misbranding, Section 403 (a), the statement "Kevo Enurgets contain Dehydrated, Powdered Whole Soy Bean; Germ of Whole Wheat; * * * Skim Milk, Barley Malt; Deep Sea Kelp; Mint Leaves; Rhubarb Plant; Spinach; Carrot; Celery" on the label of a portion and the statement "Kevo Enurgets contain Dehydrated, Powdered Whole Soy Bean; Germ of Whole Wheat; * * *; Barley Malt; Soy Milk; Deep Sea Kelp; Mint Leaves; Carrot; Celery; Calcium Carbonate; Iron; Phosphorus; Iodine" on the label of the remainder were misleading since the statements represented that the product contained significant amounts of the ingredients stated, whereas it did not, but consisted principally of sugar and dextrose.

Further misbranding, Section 403 (i) (2), the product was fabricated from two or more ingredients, and its label failed to bear the common or usual name of each such ingredient since the product contained sugar (sucrose) and, further, its label failed to declare the presence of sugar (sucrose).

Further misbranding (one shipment), Section 403 (j), the product purported to be and was represented as a food for special dietary uses by man by reason of its mineral content of calcium, iron, phosphorus, and iodine, and by reason of its vitamin content. Its label failed to bear such information concerning its vitamin and mineral properties as had been determined to be and by regulations prescribed as necessary in order to fully inform purchasers as to its value for such uses; its label failed to bear with respect to its vitamin properties a statement of the dietary properties upon which such use is based, a statement of the proportion of the minimum daily requirement for those vitamins for which minimum daily requirements have been established and which