Examination showed that the product, when seized at New York, N. Y., was contaminated with particles of sulfur resulting from the disintegration of the *sodium thiosulfate*, the disintegration probably having occurred after the completion of the manufacturing processes.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Ampuls of Sodium Thiosulfate," a drug the name of which is recognized in the National Formulary, an official compendium, but its quality and purity fell below the official standard since it was not free from undissolved material.

DISPOSITION: On November 7, 1945, Eli Lilly and Co. of Indianapolis, Ind., and New York, N. Y., having appeared as claimant, an agreement was entered into between the claimant and the Government. It contained the following provisions:

"FIRST: At and subsequent to the time of their seizure by the United States Marshal said ampoules of Sodium Thiosulfate contained and now contain, in small quantity, minute particles of undissolved sulphur.

"SECOND: Upon completion of their manufacture, said ampoules of Sodium Thiosulfate were inspected by Claimant and were found by it to be free of undissolved material, and the presence in said ampoules of Sodium Thiosulfate of particles of undissolved sulphur is accounted for by the fact that such sulphur may have precipitated out of solution subsequent to completion by the Claimant of the manufacturing, inspection and packaging thereof. In the case of Sodium Thiosulfate, sulphur not infrequently precipitates out of solution after the same has been properly compounded and prepared.

"THIRD: The allegations of the libel herein are true in that by reason of the presence of the aforesaid minute particles of undissolved sulphur in said ampoules of Sodium Thiosulphate the same are not free from undissolved material.

"AND IT IS FURTHER STIPULATED, CONSENTED AND AGREED that a decree may be entered herein which shall recite the foregoing facts and condemn said ampoules of Sodium Thiosulfate."

On November 14, 1945, judgment of condemnation was entered, reciting the provisions of the above-mentioned agreement and containing a finding by the court that the product was adulterated in that it contained minute particles of undissolved sulfur as described in the agreement. On November 28, 1945, an amended decree was entered, ordering that the product be destroyed.

1716. Adulteration and misbranding of oil of cassia. U. S. v. 1 Can of Oil of Cassia. Default decree of condemnation and destruction. (F. D. C. No. 17181. Sample No. 14776–H.)

LIBEL FILED: September 11, 1945, Northern District of Illinois.

ALLEGED SHIPMENT: On or about April 30, 1945, by Standard Synthetics, Inc., from New York, N. Y.

PRODUCT: 1 10-pound can of *oil of cassia* at Chicago, Ill.

NATURE OF CHARGE: Adulteration, Section 501 (d) (2), a volatile oil other than "Oil of Cassia U. S. P." had been substituted in whole or in part for the article.

Misbranding, Section 502 (a), the label statement, "Oil of Cassia Redistilled U.S.P.," was false and misleading as applied to the article.

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

1717. Adulteration and misbranding of rhubarb. U. S. v. 1 Bag of Rhubarb. Default decree of condemnation and destruction. (F. D. C. No. 18980. Sample No. 43242–H.)

LIBEL FILED: January 14, 1946, District of Maryland.

ALLEGED SHIPMENT: On or about October 4, 1945, by R. J. Prentiss and Co., Inc., from New York, N. Y.

PRODUCT: 1 bag containing 97 pounds of *rhubarb* at Baltimore, Md. This product consisted of a mixture of about ⅓ rhapontic rhubarb and ⅔ Indian rhubarb, with a small proportion of a hybrid of these two varieties. The official product consists of varieties of rhubarb grown in China and Tibet. It does not include rhapontic rhubarb.

LABEL, IN PART: "Rhubarb USP Except For Origin"; (invoiced) "Whole Rhubarb Root USP."

NATURE OF CHARGE: Adulteration, Section 501 (d), a substance other than the official product had been substituted for "Rhubarb U.S.P."

Misbranding, Section 502 (a), the label statement, "Rhubarb USP Except for Origin," was false and misleading as applied to the article, which had an identity different from that of rhubarb defined in the United States Pharmacopoeia.

DISPOSITION: February 19, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1718. Adulteration and misbranding of Blood Tonic, Expectorant, Asthmatic Solution, and Antirheumatic Ampuls. U. S. v. William John Chittick (Chittick Biochemic Laboratories). Plea of nolo contendere. Fine, $250 and costs. (F. D. C. No. 16531. Sample Nos. 96256-F, 96257-F, 18922-H, 18923-H.)

INFORMATION FILED: November 27, 1945, Eastern District of Illinois, against William John Chittick, trading as the Chittick Biochemic Laboratories, at Paris, Ill.

ALLEGED SHIPMENT: On or about August 17, 1944, and January 16, 1945, from the State of Illinois into the States of Indiana and Wisconsin.

PRODUCT: Analyses disclosed that the *Blood Tonic* consisted chiefly of water, glycerin, guaiacol, myrrh, and calcium hydroxide, but that it contained no iron, potassium, or magnesium phosphates; that the *Expectorant* consisted of a clear red liquid containing, chiefly, water and glycerol, with minute amounts of creosote, sodium, and calcium, and unidentified red color, but that it contained no sodium iodide, no hexamethylenamine, and only a trace of calcium; that the *Asthmatic Solution* was a colorless liquid containing 0.099 gram of methenamine per 10 cc., and iodides and phosphates of sodium and calcium; and that the *Antirheumatic Ampuls* contained 5.0 grains of sodium iodide and 9.3 grains of sodium salicylate per 10 cc. The products also contained considerable quantities of insoluble material.

NATURE OF CHARGE: *Blood Tonic*, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to contain 1 grain of iron phosphate, 1 grain of potassium phosphate, 1 grain of magnesium phosphate, and 10 grains of calcium per 10 cc., and it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas it contained no iron phosphate, no potassium phosphate, no magnesium phosphate, and only a trace of calcium, and it would not be appropriate and suitable for intravenous use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statements, "Each 10 C C Ampoule contains * * * Iron Phosphate 1 grain, Potassium Phosphate 1 grain, Magnesium Phosphate 1 grain, Calcium 10 grains," were false and misleading; and the label statements, "Blood Tonic * * * Indicated in Anemia and all diseases where the blood is below normal. Increases the Haemoglobin percent and the red cell count," were false and misleading since they represented and suggested that the article, when administered as directed, would be efficacious in increasing the hemoglobin percent and the red cell count of the blood; and that it would be efficacious in the cure, mitigation, treatment, and prevention of anemia and all diseases in which the blood is below normal. The article would not be efficacious for such purposes.

Expectorant, adulteration, Section 501 (c), the strength of the article differed from and its purity and quality fell below that which it purported and was represented to possess, since it was represented to contain 5 grains of sodium iodide, 5 grains of calcium, and 3 grains of hexamethylenamine per 10 cc., and it was represented to be of a purity and quality appropriate and suitable for intravenous use, whereas it contained no sodium iodide, no hexamethylenamine, and only a trace of calcium, and it would not be appropriate and suitable for intravenous use because of contamination with undissolved material. Misbranding, Section 502 (a), the label statements, "Each 10 cc ampoule contains * * * Sodium Iodide, 5 grs., Calcium 5 grs., Hexamethylenamine 3 grs.," were false and misleading; and the label statements, "Expectorant and Alterative * * * General Debility, Tuberculosis, Pneumonia and Diseases of the Respiratory Tract," were false and misleading since they represented and suggested that the article, when used as directed, would be efficacious as an expectorant and alterative; and that it would be efficacious in the cure, mitiga-