label, is not the common or usual name of any particular active ingredient, but is a generic name for a class of substances.

DISPOSITION: May 8, 1947. Pleas of guilty having been entered, the court imposed a fine of $200 against each defendant.

2266. Adulteration of Neo-Femme Tablets. U. S. v. Winning-Peplow Co. Plea of nolo contendere. Fine, $150. (F. D. C. No. 15525. Sample No. 70585-F.)

INFORMATION FILED: August 10, 1945, Southern District of California, against the Winning-Peplow Co., a partnership, Glendale, Calif.; charging the defendant with the giving of a false guaranty in violation of Section 301 (h).

ALLEGED VIOLATION: On or about October 7, 1943, the defendant sold and delivered to Martin Laboratories, Los Angeles, Calif., a quantity of estrogenic tablets in response to an order from Martin Laboratories, specifying that the tablets should contain 600 International Units of estrone. The defendant also prepared and delivered to the consignee an invoice containing a guaranty that the tablets were not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

Between October 7, and November 13, 1943, Martin Laboratories repacked the tablets into boxes bearing the name *Neo-Femme Tablets* and shipped the tablets from the State of California into the State of Oregon. The tablets so guarantied and shipped were adulterated.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from, and its quality fell below, that which it purported and was represented to possess, in that it was sold and delivered in response to an order for tablets containing 600 International Units of estrone per tablet, whereas the article contained less than 300 International Units of estrone per tablet.

DISPOSITION: A demurrer to the information was filed on behalf of the defendant on the ground (1) that the guaranty was not signed by the defendant and (2) that the guaranty on its face was not effective beyond the point of manufacture, since it contained language stating "that all potencies are accurate at time of manufacture." The demurrer was subsequently overruled. Thereafter, a plea of nolo contendere was entered on behalf of the defendant, and on December 14, 1945, the court imposed a fine of $150.

2267. Adulteration of Aluthyn Tablets. U. S. v. Flint, Eaton & Co. Plea of nolo contendere. Fine, $500. (F. D. C. No. 22093. Sample Nos. 20984-H, 49913-H.)

INFORMATION FILED: July 7, 1947, Southern District of Illinois, against Flint, Eaton & Co., a corporation, Decatur, Ill.

ALLEGED SHIPMENT: On or about December 17, 1945, and January 17, 1946, from the State of Illinois into the States of Kansas and Alabama.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, since it was represented to contain ⅛ grain of phenobarbital in each tablet, whereas it contained more than that amount of phenobarbital.

DISPOSITION: August 6, 1947. A plea of nolo contendere having been entered, the court imposed a fine of $500.

2268. Adulteration of Panodyne Compound Tablets and Zemadine. U. S. v. The William A. Webster Co. Plea of nolo contendere. Fine, $1,500. (F. D. C. No. 21437. Sample Nos. 864-H, 24026-H, 24683-H.)

INFORMATION FILED: November 14, 1947, Western District of Tennessee, against the William A. Webster Co., a corporation, Memphis, Tenn.

ALLEGED SHIPMENT: On or about September 18 and 19 and October 1, 1945, from the State of Tennessee into the States of Georgia, Mississippi, and Alabama.

NATURE OF CHARGE: *Panodyne Compound Tablets.* Section 501 (c), the strength of the article differed from that which it purported and was represented to possess, in that each tablet of the article was represented to contain one grain of acetphenetidin and one-fourth grain of caffeine, whereas each tablet of the article contained less than one grain of acetphenetidin and (portion of article) less than one-fourth grain of caffeine.

Zemadine. Adulteration, Section 501 (c), the strength of the article differed from that which it purported and was represented to possess, in that the article was represented to contain 20 percent of alcohol and each ounce was repre-