

appearing in the circular entitled "Vitamins and Your Health," inserted in each package, which represented and suggested that the tablets contained a special strain of yeast of high vitamin content, that they were an effective treatment for deficiency diseases, and that vitamin D and the vitamin B complex were needed as supplements to all diets were false and misleading since the tablets did not contain a special strain of yeast of high vitamin content, were not an effective treatment for deficiency diseases, and vitamin D and the vitamin B complex were not usually needed as such supplements.

The Tri-Nutron Tablets were alleged to be misbranded in that the statement in their labeling, "Each Tablet Contains Vitamin D . . . 250 U. S. P. XI units," was false and misleading as applied to articles that contained not more than 125 U. S. P. units of vitamin D per tablet.

The Nion B Complex Tablets were alleged to be adulterated in that a valuable constituent, riboflavin, had been in whole or in part omitted therefrom.

They were alleged to be misbranded in that the statement appearing in their labeling, "Each tablet contains * * * Riboflavin (B₂) 666 micrograms," was false and misleading as applied to an article that contained not more than 440 micrograms of riboflavin per tablet; and in that the statement "Three tablets daily furnish * * * the minimum adult daily requirements of riboflavin (G: B₂)," was false and misleading since three tablets would furnish less than 2.0 milligrams, the minimum daily adult requirements.

On November 9, 1942, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

5595. Adulteration and misbranding of wheat germ. U. S. v. 50 Cases of Wheat Germ. Decree of condemnation and destruction. (F. D. C. No. 10364. Sample No. 37693-F.)

This product consisted of about 64 percent of wheat germ together with flour and bran. It yielded 2,550 International Units of vitamin B₁ and 2.75 milligrams of vitamin B₂ (G) per pound.

On August 6, 1943, the United States attorney for the Eastern District of Michigan filed a libel against 50 cases, each containing 12 1-pound packages, of wheat germ at Detroit, Mich., alleging that the article had been shipped in interstate commerce by Elam Mills, Inc., from Chicago, Ill., on or about April 16, 1943; and charging that it was adulterated and misbranded. The article was labeled in part: (Packages) "Elam's Old Fashioned Natural Wheat Germ."

The article was alleged to be adulterated (1) in that a valuable constituent, wheat germ, had been in part omitted therefrom; (2) in that a mixture of wheat germ, flour, and bran had been substituted in whole or in part for wheat germ; and (3) in that flour and bran had been added thereto or mixed or packed therewith so as to reduce its quality or strength.

The article was alleged to be misbranded in that certain statements in the labeling which represented and suggested that it was rich in vitamin G, contained 3,000 International Units of vitamin B₁ per pound, and, when taken regularly, would assure vitamin intake, give a higher vitamin potency to ordinary flour, and correct vitamin deficiencies with or without the supervision of a physician; that it was a corrective for various ailments and could be used as a corrective protective food; and that it consisted of wheat germ, were false and misleading since it was not rich in vitamin G, did not contain 3,000 International Units of vitamin B₁ per pound, and, when taken regularly, would not assure adequate vitamin intake, give higher vitamin potency to ordinary flour or correct vitamin deficiencies with or without the supervision of a physician, was not a corrective for various ailments and could not be used as a corrective, protective food and did not consist of wheat germ.

The article was alleged to be misbranded further in that it purported to be and was represented as a food for special dietary uses by reason of its vitamins B₁, E, and G (B₂), and iron content, and its label failed to bear such information concerning its vitamin, mineral, and other properties as had been determined to be and by regulations prescribed as necessary fully to inform purchasers as to its value for such uses, since its label did not bear a statement of the proportion of the minimum daily requirements for vitamin B₁, vitamin G (B₂), and iron supplied by the food when consumed in a specific quantity during a period of 1 day; nor did the label bear a statement of the quantity of vitamin E in a quantity of the food customarily consumed during a period of 1 day or a quantity reasonably suitable for consumption within such period, and a statement that the need for vitamin E in human nutrition has not been established.

On October 18, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.