

7076. Adulteration and misbranding of olive oil. U. S. * * * v. 24 1-gallon Cans, 45 ½-gallon Cans, and 40 Quart Cans of Olive Oil (so called). Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 9645. I. S. No. 12716-r. S. No. E-1228.)

On January 30, 1919, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 24 1-gallon cans, 45 ½-gallon cans, and 40 quart cans of olive oil, so called, remaining unsold in the original unbroken packages at Hartford, Conn., alleging that the article had been shipped on or about June 27, 1918, by Crisafulli Bros., New York, N. Y., and transported from the State of New York into the State of Connecticut, charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Finest Quality Table Oil * * *."

Adulteration of the article was alleged in the libel for the reason that cottonseed oil and corn oil had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and had been substituted almost wholly for olive oil, which the article purported to be.

It was alleged in substance that the article was misbranded for the reason that the cans bore certain statements and designs regarding the article which were false and misleading; that is to say, the following words, "Finest Quality Table Oil La Migliore Brand Insuperabile (picture of olive tree), Cotton Salad Oil Compound with" in inconspicuous type, and the following in larger type, "Extra Fine Olive Oil," which statements, words, and designs were intended to be of such a character as to induce the purchaser to believe that the article was olive oil, when, in truth and in fact, it was not.

On March 14, 1919, the said Crisafulli Bros., claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to said claimant upon the payment of the costs of the proceedings and the execution of a good and sufficient bond, in conformity with section 10 of the act.

E. D. BALL,

Acting Secretary of Agriculture.

7077. Misbranding of cottonseed meal. U. S. * * * v. 1,030 Sacks, More or Less, of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 9646. I. S. Nos. 7498-r, 7499-r. S. No. C-1045.)

On January 31, 1919, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 1,030 sacks of cottonseed meal, remaining unsold in the original unbroken packages at East St. Louis, Ill., alleging that the article had been shipped on or about December 1, 1917, and February 21, 1918, by the Searcy Oil & Ice Co., Searcy, Ark., and transported from the State of Arkansas into the State of Illinois, and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Butterfly Brand Cottonseed Meal," and a portion of the shipment, " * * * not less than 6.0% of crude fat, 38.5% of crude protein, not more than 12.0% crude fiber," and another portion, " * * * protein 38.60%, fat 6.00%, crude fiber 12.00%."

Misbranding of the article was alleged in the libel for the reason that the [labeling as to the] contents of the sacks was false and misleading and deceived and misled the purchaser in that the contents of 530 sacks of the shipment con-

tained less than 6 per cent of crude fat, to wit, 5.45 per cent of crude fat, and less than 38.5 per cent of crude protein, to wit, 36.3 per cent of crude protein, and more than 12 per cent of crude fiber, to wit, 14.7 per cent of crude fiber, and in that the other 500 sacks in the shipment contained less than 38.60 per cent of protein, to wit, 35.8 per cent of protein, less than 6 per cent of crude fat, to wit, 5.38 per cent of crude fat, and more than 12 per cent crude fiber, to wit, 15 per cent crude fiber.

On March 10, 1919, W. C. Nothorn and the Searcy Oil & Ice Co., having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be delivered to said claimants upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$1,500, in conformity with section 10 of the act.

E. D. BALL,

Acting Secretary of Agriculture.

7078. Adulteration of Elixir Bromide Potash and Tannic Acid Ointment.
U. S. * * * v. George Latterner (Brace's Pharmacy). Collateral
of \$40 forfeited. (F. & D. No. 9648. I. S. Nos. 3814-p, 3815-p.)

On July 29, 1919, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Police Court of said District an information against George Latterner, trading as Brace's Pharmacy, Washington, D. C., alleging that said defendant did offer for sale and sell, at the district aforesaid, in violation of the Food and Drugs Act, on May 16, 1918, quantities of articles labeled, in part, "Elixir Bromide Potash" and "Tannic Acid Ointment," which were adulterated.

Analyses of samples of the article by the Bureau of Chemistry of this department showed that the Elixir Bromide Potash contained no potassium bromid, but did contain 13.59 grams per 100 cc. of sodium bromid and 13.32 per cent of alcohol by volume, and that the Tannic Acid Ointment contained approximately 15.63 per cent of tannic acid and 7.58 per cent of glycerin.

Adulteration of the Elixir Bromide Potash was alleged in the information for the reason that it was sold under and by a name recognized in the National Formulary, and differed from the standard of strength, quality, and purity as determined by the tests laid down in said National Formulary, official at the time of investigation of the article, in that said article contained in 1,000 mls no potassium bromid, whereas said National Formulary provides that it shall in 1,000 mls contain not less than 175 grams of potassium bromid, and the standard of strength, quality, and purity of the article was not declared on the container thereof.

Adulteration of the Tannic Acid Ointment was alleged for the reason that it was sold under and by a name recognized in the United States Pharmacopœia, and differed from the standard of strength, quality, and purity as determined by the tests laid down in said Pharmacopœia, official at the time of investigation of the article, in that said article contained in 100 grams approximately 15.63 grams of tannic acid and approximately 7.58 grams of glycerin, whereas said Pharmacopœia provides that it shall contain in 100 grams not less than 20 grams of tannic acid and not less than 20 grams of glycerin, and the standard of strength, quality, and purity of the article was not declared on the container thereof.

On July 29, 1919, the defendant failed to appear, and the \$40 that had theretofore been deposited by him to insure his appearance was ordered forfeited by the court.

E. D. BALL,

Acting Secretary of Agriculture.