

Adulteration of the article was alleged in the information for the reason that a substance, to wit, cottonseed oil, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength, and had been substituted in part for pure olive oil, which the article purported to be.

Misbranding of the article was alleged for the reason that the statements, to wit, "Finest Quality Olive Oil Extra Pure," "Guaranteed Absolutely Pure," and "Termini Imerese Sicilia-Italia $\frac{1}{2}$ Gallon Net," or " $\frac{1}{4}$ Gallon Net," borne on the cans containing the article, regarding it and the ingredients and substances contained therein, were false and misleading in that they represented that the article was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, and that each of said cans contained $\frac{1}{2}$ gallon or $\frac{1}{4}$ gallon net of the article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, and that each of said cans contained $\frac{1}{2}$ gallon or $\frac{1}{4}$ gallon net of the article, whereas, in truth and in fact, it was not pure olive oil, but was a mixture composed in part of cottonseed oil, and was not a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, but was a domestic product, to wit, a product produced in the United States of America, and each of said cans did not contain $\frac{1}{2}$ gallon or $\frac{1}{4}$ gallon net of the article, but contained a less amount; for the further reason that it was falsely branded as to the country in which it was manufactured and produced in that it was a product manufactured in whole or in part in the United States of America and was branded as manufactured and produced in the kingdom of Italy; for the further reason that it was a mixture composed in part of cottonseed oil, prepared in imitation of olive oil, and was sold under the distinctive name of another article, to wit, olive oil; for the further reason that by the statements on the label aforesaid, it purported to be a foreign product when not so; and for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On July 30, 1919, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$5.

E. D. BALL, *Acting Secretary of Agriculture.*

7249. Adulteration and misbranding of cracked cottonseed cake or cottonseed meal. U. S. * * * v. Phoenix Cotton Oil Co., a corporation. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 10051. I. S. Nos. 15207-p, 15210-p.)

On July 18, 1919, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Phoenix Cotton Oil Co., a corporation, Memphis, Tenn., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, on December 28, 1917 (2 shipments), from the State of Tennessee into the State of Iowa, of quantities of an unlabeled article, but which was described in a contract of sale entered into by said defendant company as "Prime screened, cracked cottonseed cake, quality $7\frac{1}{2}\%$ Ammonia" and one shipment of which was further invoiced as " $7\frac{1}{2}\%$ C/S Meal," which was adulterated and misbranded.

Analyses of samples of the article by the Bureau of Chemistry of this department showed 7.29 per cent of ammonia in one shipment and 7.14 per cent of ammonia in the other shipment.

Adulteration of the article in each shipment was alleged in the information for the reason that a substance, to wit, cottonseed meal containing less than an equivalent of $7\frac{1}{2}\%$ per cent of ammonia, had been substituted in whole or in part for cottonseed meal containing an equivalent of $7\frac{1}{2}\%$ per cent of ammonia, which the article purported to be.

Misbranding of the article in each shipment was alleged for the reason that it was a cottonseed meal containing less than an equivalent of $7\frac{1}{2}$ per cent of ammonia, and was offered for sale and sold under the distinctive name of another article, to wit, $7\frac{1}{2}$ per cent cottonseed meal. Misbranding of the article was alleged for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On November 20, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 and costs.

E. D. BALL, *Acting Secretary of Agriculture.*

7250. Misbranding of Pabst's Okay Specific. U. S. * * * v. 10 Dozen Bottles of Pabst's Okay Specific. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 10055. I. S. No. 15321-r. S. No. E-1318.)

On April 21, 1919, the United States attorney for the District of Maryland, 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 10 dozen bottles of Pabst's Okay Specific, consigned on March 1, 1919, remaining unsold in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by the Pabst Chemical Co., Chicago, Ill., and transported from the State of Illinois into the State of Maryland, and charging misbranding in violation of the Food and Drugs Act, as amended.

Analysis of a sample of the article made in the Bureau of Chemistry of this department showed that it consisted essentially of volatile and fixed oils, plant extractives, including cubebs, balsam of copaiba and buchu, and 29.85 per cent by volume of alcohol.

Misbranding of the article was alleged in substance in the libel for the reason that the package, bottle label, wrapper, and circular accompanying the package bore certain statements, regarding the curative and therapeutic effects thereof, which were false and fraudulent in that they represented that the article was effective for the treatment, remedy, or cure of gonorrhoea, gleet, urethritis, and chronic mucous discharges, when, in truth and in fact, the article did not contain any ingredient or combination of ingredients capable of producing the effects claimed.

On June 11, 1919, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

E. D. BALL, *Acting Secretary of Agriculture.*