On May 28, 1919, Chester Kent & Co. (Inc.), claimant, having consented to a decree, judgment ordering the release of part of the article for export and of condemnation and forfeiture of the remainder was entered, and it was ordered by the court that this remainder of the product be released to the claimant upon the payment of the costs of the proceedings and the execution of a bond, in conformity with section 10 of the act.

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

7841. Adulteration and misbranding of cottonseed meal. U. S. * * * v. Dixie Cotton Oil Mill, a Corporation. Plea of guilty. Fine, $275. (F & D. No 9811. I S. Nos. 1548–p, 1549–p, 1550–p, 9265–p, 11914–p.)

On August 13, 1919, the United States attorney for the Eastern District of Arkansas, 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 Dixie Cotton Oil Mill, a corporation, Little Rock, Ark., alleging shipment on or about April 27, 1918, May 1, 1918, April 23, 1918, and May 2 and 3, 1918, in violation of the Food and Drugs Act, as amended, from the State of Arkansas into the States of New York, Illinois, and Missouri, of quantities of cottonseed meal which was adulterated and misbranded. The article in the shipment of April 27 was labeled as follows, "Butterfly Meal Guaranteed Analysis 100 lbs. Gross—99 Net Protein 38.62 to 41 per cent Fat 6 to 8 per cent Crude Fiber 8 to 12 per cent Carbohydrates 24 to 28 per cent Made from Decorticated Cotton Seed W. C. Nothern, Shipper, 205–6–7 Riegler Bldg. Little Rock, Ark.," and the article in the shipments of May 1, 2, and 3 was labeled as follows, "Butterfly Meal Guaranteed Analysis 100 lbs. Gross—99 Net Protein 38 62 per cent Fat 6 per cent Crude Fiber 8 per cent Carbohydrates 24 per cent Made from Decorticated Cotton Seed W. C. Nothern, Shipper, 205–6–7 Riegler Bldg. Little Rock, Ark." The article in the shipment of April 23 was unlabeled but was invoiced as "7% Cotton Seed Meal"

Analyses of samples of the product by the Bureau of Chemistry of this department showed the following results:

	Shipment of—			
	Apr. 27	May 1.	May 2.	May 3.
Protein (per cent)	35 0	35 4	35 9	35 8
Crude fiber (per cent)	13.7	12 6	11 5	12.1

The article in the shipment of April 23 contained 6 55 per cent of ammonia

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

Misbranding of the article was alleged in the information for the reason that the shipment made April 27, 1918, bore the statements, to wit, "Meal," "Guaranteed analysis * * * Protein 38 62 to 41 per cent * * * Crude Fiber 8 to 12 per cent," on the tags attached to the sacks containing the article, regarding it and the ingredients and substances contained therein, which statements were false and misleading, and for the reason that it was labeled so as to deceive and mislead the purchaser in that it was represented that said

article consisted wholly of cottonseed meal and contained not less than 38.62 per cent of protein and not more than 12 per cent of crude fiber, whereas, in truth and in fact, said article did not consist wholly of cottonseed meal, but did consist in part of cottonseed hulls, and said article did contain less than 38.62 per cent of protein and more than 12 per cent of crude fiber. Misbranding was alleged with respect to the shipments of May 1, 2, and 3, 1918, in that the statements, to wit, "Meal," "Made from Decorticated Cotton Seed," "Guaranteed Analysis * * * Protein 38.62 per cent * * * Crude Fiber 8 per cent," borne on the tags attached to the sacks containing the article, regarding it and the ingredients and substances contained therein, were false and misleading, and for the reason that it was labeled so as to deceive and mislead the purchaser in that it was represented that said article consisted wholly of cottonseed meal, and that said article contained not less than 38.62 per cent of protein and not more than 8 per cent of crude fiber, whereas, in truth and in fact, said article did not consist wholly of cottonseed meal, but did consist in part of cottonseed hulls and did contain less than 38.62 per cent of protein and more than 8 per cent of crude fiber. Misbranding of the article was alleged with respect to the shipment on April 23, 1918, in that the article was a mixture composed in part of cottonseed hulls which contained only 6.55 per cent of ammonia prepared in imitation of 7 per cent ammonia cottonseed meal, and was offered for sale and sold under the distinctive name of another article, to wit, 7 per cent ammonia cottonseed meal. Misbranding was alleged with respect to the shipment of April 23, 1918, in that the article was food in package form, and the quantity of the contents thereof was not plainly and conspicuously marked on the outside of the package.

On December 22, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $275.

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

7842. Misbranding of Mir-A-Co. U. S. * * * v. 38 Bottles of Mir-A-Co. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 11167. I. S. No. 6789-r. S. No. C-1444.)

On September 13, 1919, the United States attorney for the Eastern District of Louisiana, 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 38 bottles of Mir-A-Co, remaining unsold in the original unbroken packages at New Orleans, La., alleging that the article had been shipped on or about June 30, 1919, by the Mir-A-Co Co., Houston, Tex., and transported from the State of Texas into the State of Louisiana, and charging misbranding under the Food and Drugs Act as amended. The article was labeled in part, "Mir-A-Co * * * Nature's Gift * * * A concentrated artificial mineral water, free from alcohol or any added drug * * * Antiseptic-tonic-styptic * * *. The Mir-A-Co Company, Houston, Texas, U. S. A."

Analysis of a sample of the product by the Bureau of Chemistry of this department showed the following results:

	Grams per liter.
Sulphur, as SO_3	53.358
Iron, as Fe_2O_3	30.224
Phosphorus, as P_2O_5	0.383
Alumina, as Al_2O_3	1.079
Chlorin	0.140