

of the libel, judgment of condemnation was entered, and it was ordered by the court that the product be delivered to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with section 10 of the act, conditioned in part that it be reconditioned under the supervision of this department and the good portion released.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13324. Misbranding of cottonseed meal. U. S. v. Eastern Cotton Oil Co. Plea of guilty. Fine, \$220. (F. & D. No. 18577. I. S. Nos. 2798-v, 13701-v, 15840-v, 15842-v, 15843-v, 15847-v, 15878-v, 15879-v, 10590-v, 13702-v, 13707-v, 15841-v, 15846-v, 15848-v, 15850-v, 13704-v.)

On December 15, 1924, the United States attorney for the Eastern District of North Carolina, 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 Eastern Cotton Oil Co., a corporation, Edenton, N. C., alleging shipment by said company, in violation of the food and drugs act as amended, in various consignments, between the dates of October 30, 1923, and November 19, 1923, from the State of North Carolina into the States of Pennsylvania, Delaware, and Maryland, respectively, of quantities of cottonseed meal which was misbranded. The article was labeled, variously, in part: "Perfection Cotton Seed Meal 100 Lbs. Net Manufactured By Eastern Cotton Oil Company * * * Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00% * * * Fibre not more than 10.00%" and "100 lbs. Net Monarch Brand * * * Prime Cotton Seed Meal * * * Guaranteed Analysis Protein (minimum) 43.00% * * * Crude Fibre (maximum) 10.00%."

Analyses of samples of the Monarch brand meal by the Bureau of Chemistry of this department showed 39.75 per cent of protein and 12.60 per cent of crude fiber. Analyses of samples of the Perfection brand meal by said bureau showed that it contained from 38.25 per cent to 40.44 per cent of protein, from 7.44 per cent to 7.86 per cent of ammonia, and from 10.42 per cent to 12.54 per cent of crude fiber. Examination by said bureau of the Perfection brand meal showed that the sacks in certain of the consignments contained less than 100 pounds of the article.

Misbranding of the article was alleged in the information for the reason that the statements borne on the tags attached to the sacks containing the article, namely, "Protein not less than 41.00% Equivalent to Ammonia 8.00% Fibre not more than 10.00%," with respect to the Perfection brand meal, the statements "100 Lbs. Net," with respect to a portion of the Perfection brand meal, and "Guaranteed Analysis Protein (minimum) 43.00% Crude Fibre (maximum) 10.00%," with respect to the Monarch brand meal, were false and misleading, in that they represented that the Perfection brand meal contained not less than 41 per cent of protein, equivalent to 8 per cent of ammonia, and not more than 10 per cent of crude fiber, and that the sacks containing a portion of the Perfection brand meal contained not less than 100 pounds net thereof, and that the Monarch brand meal contained not less than 43 per cent of protein and not more than 10 per cent of crude fiber, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the Perfection brand meal contained not less than 41 per cent of protein, equivalent to 8 per cent of ammonia, and not more than 10 per cent of crude fiber, that the sacks containing the said portion of the Perfection brand meal contained not less than 100 pounds net thereof, and that the Monarch brand meal contained not less than 43 per cent of protein and not more than 10 per cent of crude fiber, whereas the said Perfection brand meal contained less than 41 per cent of protein, less than the equivalent of 8 per cent of ammonia, and more than 10 per cent of crude fiber, and the sacks containing the said portion of the Perfection brand meal contained less than 100 pounds net thereof, and the Monarch brand meal contained less than 43 per cent of protein and more than 10 per cent of crude fiber. Misbranding was alleged with respect to the said portion of the Perfection brand meal 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 April 13, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$220.

R. W. DUNLAP, *Acting Secretary of Agriculture.*