

and "Tablet Triturates * * * Atropine Sulphate 1/100 Grain," borne on the labels of the respective products, were false and misleading, in that the said statements represented that each of said tablets contained the amount of the product declared on the label thereof, whereas the said tablets contained less than so declared.

On November 16, 1926, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$400.

W. M. JARDINE, *Secretary of Agriculture.*

14870. Misbranding of cottonseed meal. U. S. v. 200 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. 21449. I. S. No. 15009-x. S. No. W-1885.)

On December 9, 1926, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 200 sacks of cottonseed meal, remaining in the original unbroken packages at LaSalle, Colo., consigned by the Rotan Cotton Oil Mill, Rotan, Tex., alleging that the article had been shipped from Rotan, Tex., on or about November 26, 1926, and transported from the State of Texas into the State of Colorado, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Prime Quality Cottonseed Meal Manufactured by Rotan Cotton Oil Mill, Rotan, Texas Crude Protein not less than 43%."

It was alleged in the libel that the article was misbranded, in that the statement "Protein not less than 43%," borne on the label, was false and misleading and deceived and misled the purchaser, because said product did contain less than 43 per cent of protein.

On December 31, 1926, the Sweetwater Cotton Oil Co., Sweetwater, Tex., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*

14871. Adulteration and misbranding of maple sugar. U. S. v. W. V. Phelps Co., Inc. Plea of guilty. Fine, \$300. (F. & D. No. 19772. I. S. Nos. 14400-v, 22239-v, 24883-v, 24432-v.)

On September 18, 1926, the United States attorney for the District of Vermont, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against W. V. Phelps Co., Inc., a corporation, Enosburg Falls, Vt., alleging shipment by said company, in violation of the food and drugs act as amended, in various shipments, on or about May 19 and 28, 1925, respectively, from the State of Vermont into the States of Massachusetts, Maine, and New York, of quantities of maple sugar which was adulterated and misbranded. A portion of the article was labeled in part: "We guarantee this package contains Pure Maple Product Not Adulterated or Misbranded Within the Meaning of the Food & Drugs Act June 30, 1906 Maplevale Sugar & Syrup Works H Waite & Son, Props. Morrisville, Vermont." The remainder of the said article was shipped in unlabeled pails and tubs and was invoiced as maple sugar.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, sugar other than maple sugar, 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 maple product, or maple sugar, which the said article purported to be.

Misbranding was alleged for the reason that the article was a mixture composed in large part of sugar other than maple sugar and was offered for sale and sold under the distinctive name of another article, to wit, pure maple product, or maple sugar, as the case might be. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package. Misbranding was alleged with respect to a portion of the product for the further reason that the statement, to wit, "We guarantee this package contains Pure Maple Product Not Adulterated or Misbranded Within the Meaning of the Food & Drugs Act June 30, 1906," borne on the labels attached to the pails containing the said portion, was false and misleading, in that the

said statement represented that the article was pure maple product, 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 maple product, whereas it was not pure maple product, but was a mixture composed in large part of sugar other than maple sugar.

On December 4, 1926, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$300.

W. M. JARDINE, *Secretary of Agriculture.*

14872. Misbranding of cottonseed cake. U. S. v. 400 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21503. I. S. No. 15221-x. S. No. C-5304.)

On December 27, 1926, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 400 sacks of cottonseed cake, at Morrill, Nebr., alleging that the article had been shipped by the Fuller Cotton Oil Co., from Snyder, Tex., on or about December 11, 1926, and transported from the State of Texas into the State of Nebraska, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "43% Protein Cottonseed Cake Prime Quality Manufactured by Fuller Cotton Oil Company Snyder, Texas."

It was alleged in the libel that the article was misbranded, in that the statement "43% Protein," borne on the label, was false and misleading and deceived and misled the purchaser.

On February 9, 1927, the Fuller Cotton Oil Co., Fort Worth, Tex., claimant, having admitted the allegations of the libel and having consented to the entry of a decree condemning and forfeiting the product, judgment was entered, finding the said product misbranded and ordering that it be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, conditioned in part that it be relabeled by obliterating the statement "43% Protein" from the label and substituting therefor the statement "40% Protein."

W. M. JARDINE, *Secretary of Agriculture.*

14873. Misbranding and alleged adulteration of cottonseed cake or meal. U. S. v. Chickasha Cotton Oil Co. Plea of guilty to misbranding charges. Fine, \$400. Adulteration charges dismissed. (F. & D. No. 19778. I. S. Nos. 21906-v, 21976-v, 23879-v.)

On June 26, 1926, the United States attorney for the Eastern District of Oklahoma, 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 Chickasha Cotton Oil Co., a corporation, trading at Chickasha, Okla., alleging shipment by said company, in violation of the food and drugs act, in various consignments, on or about December 29, 1924, and February 3 and 19, 1925, respectively, from the State of Oklahoma into the State of Kansas, of quantities of cottonseed meal or cake which was adulterated and misbranded. The article was labeled in part: "'Chickasha Prime' Cottonseed Cake Or Meal * * * Guaranteed Analysis Protein, not less than 43 per cent * * * Manufactured by or for Chickasha Cotton Oil Company, Chickasha, Oklahoma."

Analysis by the Bureau of Chemistry of this department of a sample from each shipment showed 40.47 per cent, 41.56 per cent, and 41.88 per cent, respectively, of protein.

It was alleged in the information that the article was adulterated, in that a cottonseed substance containing less than 43 per cent of protein had been substituted for cottonseed cake or meal containing 43 per cent of protein, which the said article purported to be, and in that a cottonseed substance containing less than 43 per cent of protein had been mixed and packed with the said article so as to reduce and lower and injuriously affect its quality and strength.

Misbranding was alleged for the reason that the statement, to wit, "Guaranteed Analysis Protein, not less than * * * 43 per cent," borne on the label, was false and misleading, in that the said statement represented that the article contained not less than 43 per cent of protein, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 43 per cent of protein, whereas it did contain less than 43 per cent of protein.

On February 5, 1927, a plea of guilty to counts 2, 4, and 6 of the information, involving the misbranding charges, was entered on behalf of the defendant