

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