

**5916. Adulteration and misbranding of cottonseed meal. U. S. \* \* \* v. F. W. Brode & Co., a corporation. Plea of guilty. Fine, \$200. (F. & D. No. 7854. I. S. Nos. 19902-1, 19907-1, 9611-1.)**

On April 25, 1917, 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 F. W. Brode & Co., a corporation, Memphis, Tenn., alleging shipment by said company, in violation of the Food and Drugs Act, on or about April 29, 1916, and March 4, 1916, from the State of Tennessee into the State of Kentucky, of quantities of an article labeled in part, "Dove Brand Cotton Seed Meal," or "Owl Brand Cottonseed Meal," which was misbranded, and on or about December 9, 1915, from the State of Tennessee into the State of Maine, of a quantity of cottonseed meal which was adulterated and misbranded.

Analyses of samples of the article by the Bureau of Chemistry of this department show the following results:

*Shipment of April 29, 1916.*

Ether extract (crude fat) (per cent) .....	5.7
Crude fiber (per cent) .....	15.5
Crude protein (per cent) .....	34.4
Total nitrogen (per cent) .....	5.51
Total ammonia (per cent) .....	6.70

This product contains less protein, less fat, and more fiber than it is labeled to contain.

*Shipment of March 4, 1916.*

Ammonia (per cent) .....	7.55
Protein (per cent) .....	38.9
Nitrogen (per cent) .....	6.22
Fiber (per cent) .....	12.8

Contains less ammonia, nitrogen and protein, and more fiber than declared.

*Shipment of December 9, 1915.*

Protein (N×6.25) (per cent) .....	36.1
Nitrogen (per cent) .....	5.78
Ammonia (per cent) .....	7.02

Low in protein.

Misbranding of the article in the shipment on April 29, 1916, was alleged in the information for the reason that the statement appearing on the label concerning the article and the ingredients and substances contained therein, to wit, "Guaranteed Analysis Protein 38.62 per cent, Fat 6.00 per cent, Fiber 12.00 per cent," was false and misleading in that it represented that the article contained not less than 38.62 per cent of protein, not less than 6.00 per cent of fat, and not more than 12.00 per cent of fiber, 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 38.62 per cent of protein, not less than 6.00 per cent of fat, and not more than 12.00 per cent of fiber, whereas, in truth and in fact, it contained less than the amounts indicated of protein and fat and more than the amount indicated of fiber, to wit, approximately 34.4 per cent of protein, approximately 5.7 per cent of fat, and approximately 15.5 per cent of fiber.

Misbranding of the article in the shipment on March 4, 1916, was alleged for the reason that the statement appearing on the label concerning the article and the ingredients and substances contained therein, to wit, "Guaranteed Analysis \* \* \* High Grade Cotton Seed Meal \* \* \* Ammonia 8% Protein 41% \* \* \* Nitrogen 6½% \* \* \* Fibre, Maximum 10%. These are minimum guarantees frequently runs higher," was false and misleading in that it represented that the article was high-grade cottonseed meal which contained not less than 8 per cent of ammonia, not less than 41 per cent of protein, not less than 6½ per cent of nitrogen, and not more than 10 per cent of fiber, 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 high-grade cottonseed meal which contained not less than 8 per cent of ammonia, not less than 41 per cent of protein, not less than 6½ per cent of nitrogen, and not more than 10 per cent of crude fiber, whereas, in truth and in fact, it was not, but was a product inferior to high-grade cottonseed meal and contained less than the indicated amount of ammonia, protein, and nitrogen, and more than the indicated amount of fiber, to wit, approximately 7.55 per cent of ammonia, approximately 38.9 per cent of protein, approximately 6.22 per cent of nitrogen, and approximately 12.8 per cent of fiber.

Adulteration of the article in the shipment on December 9, 1915, was alleged for the reason that a certain substance, to wit, a 36 per cent cottonseed meal, that is to say, a cottonseed meal containing approximately 36 per cent of protein, had been substituted for 38.63 per cent cottonseed meal, that is to say, a cottonseed meal containing 38.63 per cent of protein, which the article purported to be.

Misbranding of the article was alleged for the reason that it was an imitation of another article, to wit, 38.63 per cent cottonseed meal, that is to say, a cottonseed meal containing 38.63 per cent of protein, and was offered for sale under the distinctive name of another article, when, in fact and in truth, it was not 38.63 per cent cottonseed meal, but was a 36 per cent cottonseed meal, that is to say, a cottonseed meal containing approximately 36 per cent of protein.

On January 23, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$200.

C. F. MARVIN, *Acting Secretary of Agriculture.*