

cent of carbohydrates and 3 per cent of fat, and that it consisted of the ingredients named on the label as aforesaid, 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 52 per cent of carbohydrates and 3 per cent of fat, and that it consisted of the ingredients named on the label, whereas, in truth and in fact, the article did not contain 52 per cent of carbohydrates and 3 per cent of fat, but contained a less amount, and did not consist of the ingredients named on the label, but consisted of a product containing wheat, corn, barley, oats, crushed limestone, and weed seed.

Misbranding of the Every Day Scratch feed (Fort Smith consignment) was alleged for the reason that the statements, to wit, "Protein 8.50% * * * Carbo 52.00% * * * Fat 3.00%" and "Ingredients Wheat, Corn, Kaffir Corn, Milo Maize, Barley or Oats, Crys-Co Grit and Sunflower Seed," borne on the sacks containing the article, regarding it and the ingredients and substances contained therein, were false and misleading in that they represented that the article contained 8.50 per cent of protein, 52 per cent of carbohydrates, and 3 per cent of fat, and that it consisted of the ingredients named on the label, 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 8.50 per cent of protein, 52 per cent of carbohydrates, and 3 per cent of fat, whereas, in truth and in fact, it did not contain 8.50 per cent of protein, 52 per cent of carbohydrates, and 3 per cent of fat, but contained a less amount, and did not consist of the ingredients named on the label, but consisted of a product containing wheat, corn, barley, oats, crushed limestone, and weed seed.

On June 5, 1920, the case having come on for disposition, the defendant corporation, having been called upon to answer to the information, confessed judgment through its counsel, and the court imposed a fine of \$10 on each of the 6 counts, making a total of \$60 and costs.

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

8030. Misbranding of noodles and alleged misbranding of spaghetti and macaroni. U. S. * * * v. 300 Cases of Noodles, 1,000 Cases of Spaghetti, and 1,300 Cases of Macaroni. Tried to the court. Decree of condemnation and forfeiture as to certain of the packages of noodles. Product ordered released on bond. Spaghetti and macaroni and such of the packages of noodles as were not remarked ordered returned to claimant, The Cleveland Macaroni Co. (F. & D. No. 10265. I. S. Nos. 6929-r, 6930-r, 6931-r. S. No. C-1213.)

On May 15, 1919, the United States attorney for the District of Minnesota, 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 300 cases of noodles, 1,000 cases of spaghetti, and 1,300 cases of macaroni, remaining in the original unbroken packages at St. Paul, Minn., alleging that the articles had been shipped on or about April 14, 1919, from St. Louis, Mo., by The Cleveland Macaroni Co., Cleveland, Ohio, and transported from the State of Missouri into the State of Minnesota, and charging misbranding in violation of the Food and Drugs Act, as amended. The noodles were labeled, "Golden Age Trade-Mark The Machine Dried Noodles Contain Egg Net Weight" ("5 oz." marked out) "4 Oz. America's Greatest Value 10¢ because from America's Largest Plant Machine Formed The new process The Cleveland Macaroni Co., Cleveland, O. U. S. A. Modern Macaroni Makers," the spaghetti was labeled in part, "Golden Age Trade Mark The Machine Dried Spaghetti Net Weight 7 Ounces America's Greatest Value because from America's Largest Plant The Cleveland Macaroni Co., Cleveland, O. U. S. A.

Modern Macaroni Makers," and the macaroni was labeled in part, "Golden Age Trade Mark The Machine Dried Americanized Macaroni Net Weight 7 Ounces America's Greatest Value because from America's Largest Plant The Americanized Macaroni The Cleveland Macaroni Co., Cleveland, O. U. S. A."

Misbranding of the articles was alleged in the libel for the reason that the net weight of each and every [one] of said packages of noodles, spaghetti, and macaroni was not plainly and conspicuously declared, and for the further reason that it was food in package form, and the quantity of contents was not plainly and conspicuously declared.

On March 24, 1920, the case having come on for hearing before the court without a jury, the court, after hearing the arguments of counsel and considering the pleadings, found that the allegations in the libel charging the misbranding of the packages of spaghetti, packages of macaroni, and packages of noodles, except such as were re-marked as to net contents, were not established, and that the allegations charging the misbranding of the packages of noodles wherein the weight had been marked out and the new weight added had been established, and it was ordered that the spaghetti, macaroni, and noodles in packages not re-marked be returned to the claimant of the goods, the said The Cleveland Macaroni Co., and that the packages of the noodles which had been re-marked be condemned and forfeited to the United States. It was further ordered that said re-marked packages might be returned to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$100, in conformity with section 10 of the act.

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

S031. Misbranding of Prescription 1000 External and Prescription 1000 Internal. U. S. * * * v. 3 Dozen Bottles * * * Prescription 1000 * * * External * * * and 7 Dozen Bottles of * * * Prescription 1000 Internal. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 10533. I. S. No. 15016-r. S. No. E-1514.)

On or about June 10, 1919, the United States attorney for the District of Delaware, 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 3 dozen bottles of a drug product, known as and labeled "Prescription 1000 For External Use Only," and 7 dozen bottles of a drug product, known as and labeled "Prescription 1000 Internal," remaining unsold in the original unbroken packages at Wilmington, Del., alleging that the article had been shipped by the Reese Chemical Co., Cleveland, Ohio, on or about May 14, 1919, and transported from the State of Ohio into the State of Delaware, and charging misbranding in violation of the Food and Drugs Act, as amended.

Analysis of a sample of the Prescription 1000 External by the Bureau of Chemistry of this department showed that it consisted essentially of a dilute aqueous solution of potassium permanganate.

Misbranding of this article was alleged in substance in the libel for the reason that the following statements, appearing on the label and on the wrapper of each of the packages, were false and fraudulent in that the article did not contain any ingredient or combination of ingredients capable of producing the effects claimed by the language of said label and said circular: (Carton) "For Gonorrhœa and Gleet Prescription 1000 External Will not produce stricture. Contains no harmful ingredients and can be used without danger of stricture. Prescription 1000 External A companion to our internal treatment used in obstinate cases where immediate results are desired. Prescription 1000 External is an efficient treatment for Gonorrhœa and Gleet. * * * Price one