

**8649. Adulteration and misbranding of cottonseed meal. U. S. \* \* \***  
**v. Searcy Oil & Ice Co., a Corporation. Plea of guilty. Fine, \$175**  
**and costs. (F. & D. No. 11052. I. S. Nos. 10689-r, 10690-r, 7005-r, 7522-r,**  
**7524-r.)**

On May 6, 1920, the United States attorney for the Eastern District of Arkansas, 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 Searcy Oil & Ice Co., a corporation, Searcy, Ark., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, on or about December 23, 1918, from the State of Arkansas into the State of Illinois, of a quantity of an article, described in a shipping instruction as "7½% ammonia cottonseed meal," which was adulterated and misbranded, on or about December 16, 1918, from the State of Arkansas into the State of Illinois, and on or about December 12, 1918, from the State of Arkansas into the State of Indiana, of quantities of Butterfly Brand cottonseed meal, on or about December 31, 1918, from the State of Arkansas into the State of Iowa, and on or about December 21, 1918, from the State of Arkansas into the State of Indiana, of quantities of Supreme Brand cottonseed meal which were misbranded.

Analyses of samples of the articles by the Bureau of Chemistry of this department showed the following results: The "7½% ammonia cottonseed meal" contained 7.37 per cent of ammonia. The Indiana shipment of Supreme Brand contained 36.6 per cent of protein and 14.79 per cent of crude fiber. The Butterfly Brand contained 36.2 per cent of protein, 5.77 per cent of fat, and 15.52 per cent of crude fiber. The Illinois shipment of Butterfly Brand contained 37.8 per cent of protein, 5.65 per cent of fat, and 14.8 per cent of crude fiber. The Iowa shipment of Supreme Brand contained 36.4 per cent of protein, 5.46 per cent of fat, and 14.6 per cent of crude fiber.

Adulteration of the article described as "7½% ammonia cottonseed meal" was alleged in the information for the reason that a substance, to wit, cottonseed meal containing less than 7½ per cent of ammonia, had been substituted in whole or in part for "7½% ammonia cottonseed meal" which the article purported to be. Misbranding was alleged in substance for the reason that the article was offered for sale and sold under the distinctive name of another article, and 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.

Misbranding of the remaining articles was alleged in substance in the information for the reason that the following statements, (Butterfly Brand Cottonseed Meal) "Protein 38.60 per cent, Fat 6.00 per cent, Crude Fibre 12.00," (Supreme Brand Cottonseed Meal, Iowa shipment) "Not less than 6.00 per cent of Crude Fat, 38.6 per cent of Crude Protein, not more than 10.00 per cent of Crude Fibre," (Supreme Brand, Indiana shipment) "Protein 38.60% \* \* \* Crude Fibre 12%," borne on the tags attached to the sacks containing the articles, regarding the articles and the ingredients and substances contained therein, were false and misleading in that they represented that the articles contained not less than 38.60 per cent of protein, not more than 10 per cent, or 12 per cent, as the case might be, of crude fiber, and, except in the case of the Indiana shipment of Supreme Brand, 6 per cent of fat, and for the further reason that they were labeled as aforesaid so as to deceive and mislead the purchasers thereof into the belief that they contained not less than 38.60 per cent of protein, not more than 10 per cent, or 12 per cent, as the case might be, of crude fiber, and, except in the case of the Indiana shipment of Supreme Brand, not less than 6

per cent of crude fat, whereas, in truth and in fact, the articles did not contain 38.60 per cent of protein and 6 per cent of fat, but contained a less amount, and contained more than 10 per cent, or 12 per cent, as the case might be, of crude fiber.

On October 8, 1920, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$175 and costs.

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

**8650. Misbranding of Knoxit. U. S. \* \* \* v. 7½ Cartons of Knoxit. Consent decree of condemnation and forfeiture. Product ordered destroyed. (F. & D. No. 9838. I. S. No. 6913-r. S. No. C-1090.)**

On March 10, 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 7½ cartons of Knoxit, at Minneapolis, Minn., alleging that the article had been shipped by the Beggs Mfg. Co., from Galewood, Ill., on or about November 12, 1918, and transported from the State of Illinois into the State of Minnesota, and charging misbranding in violation of the Food and Drugs Act, as amended.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it consisted of a dilute solution of zinc acetate and hydrastis in glycerin and water, perfumed with oil of rose.

Misbranding of the article was alleged in substance in the libel for the reason that certain statements appearing on the shipping containers, carton, and label of the bottle containing the article and in the accompanying circular, regarding the curative and therapeutic effects thereof, to wit, (shipping container) "Knoxit the Great Gonorrhœa Remedy. Knoxit \* \* \* Safe, Sure, Guaranteed. Knoxit in Five Days," (carton) "Knoxit the Great Prophylactic and Gonorrhœa Remedy. Relieves in One to Five Days. Guaranteed Not to Cause Stricture," (bottle) "\* \* \* Knoxit is Invaluable for Leucorrhœa or Whites. \* \* \* If Knoxit is used directly after connection it will prevent disease," (circular) "Knoxit, a highly efficacious remedy in the treatment of catarrhal affections of the eye, nose, throat, genito-urinary organs, etc. It is also beneficial in the treatment of inflammation, hemorrhoids, ulcers \* \* \* used with absolute confidence \* \* \* For the Eye \* \* \* Throat \* \* \* Ulcers and Hemorrhoids. \* \* \* For Gonorrhœa \* \* \* Gonorrhœa in Women. \* \* \* Leucorrhœa (Whites)," were false and fraudulent in that said article did not contain any ingredient or combination of ingredients capable of producing the effects and results claimed.

On August 25, 1919, the Beggs Mfg. Co., Chicago, Ill., claimant, having admitted the allegations of the libel and consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to 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. On September 9, 1919, the claimant having failed to give a bond and pay the costs as provided above, an amended decree was entered ordering the destruction of the goods.

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