

8952. Misbranding of cottonseed meal and cake. U. S. * * * v. Morrillton Cotton Oil Co. (John J. Scroggin et al.). Pleas of guilty. Fine, \$75 and costs. (F. & D. No. 11214. I. S. Nos. 10835-r, 10844-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 John J. Scroggin, William O. Scroggin, James S. Martin, and William P. Bridewell, trading as the Morrillton Cotton Oil Co., Morrillton, Ark., alleging shipment by said defendants, in violation of the Food and Drugs Act, as amended, on or about September 24, 1918, of a quantity of cottonseed meal, and on or about October 18, 1918, of a quantity of cottonseed cake, which were misbranded. The articles were labeled in part, respectively, "Forfat Brand Cotton Seed Meal" and "Supreme Brand Cotton Seed Cake."

Analyses of samples of the articles by the Bureau of Chemistry of this department showed that the Forfat Brand cottonseed meal contained 37.5 per cent of protein, 14.6 per cent of crude fiber, and was short in weight; and that the Supreme Brand cottonseed cake contained 37.3 per cent of protein, 5.05 per cent of fat, and 14.2 per cent of crude fiber.

Misbranding of the Forfat Brand was alleged in the information for the reason that it was labeled "Protein 38.55%, Crude Fibre 12%, 100 Lbs. Gross, 99 Lbs. Net" so as to deceive and mislead purchasers into the belief that it contained not less than 38.55 per cent of protein, not more than 12 per cent of crude fiber, and that each sack thereof contained not less than 99 pounds net of the article, and for the further reason that the aforesaid statements were false and misleading in that they represented to purchasers that the article contained not less than 38.55 per cent of protein and not more than 12 per cent of crude fiber, and that each sack contained not less than 99 pounds net thereof, whereas, in fact and in truth, the article contained less than 38.55 per cent of protein, more than 12 per cent of crude fiber, and less than 99 pounds net of the article. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents of said package was not plainly and conspicuously marked on the outside thereof in terms of weight, measure, or numerical count.

Misbranding of the Supreme Brand was alleged for the reason that the statements appearing on the label, to wit, "Protein 38.60%, Fat 6%, Crude Fibre 12%," were false and misleading in that they represented to purchasers thereof that the article contained not less than 38.60 per cent of protein, not less than 6 per cent of fat, and not more than 12 per cent of crude fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead purchasers into the belief that the article contained not less than 38.60 per cent of protein, not less than 6 per cent of fat, and not more than 12 per cent of crude fiber, whereas, in fact and in truth, it contained less than 38.60 per cent of protein, less than 6 per cent of fat, and more than 12 per cent of crude fiber.

On May 25, 1920, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$75 and costs.

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

8953. Misbranding of Bliss Native Herbs. U. S. * * * v. 11½ Dozen Boxes and 12½ Dozen Boxes of Bliss Native Herbs. Consent decrees of condemnation and forfeiture. Product released on bond. (F. & D. Nos. 11293, 11294. I. S. Nos. 17273-r, 17274-r, 17275-r, 17276-r. S. Nos. E-1749, E-1750.)

On or about September 26, 1919, the United States attorney for the Eastern District of Virginia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels for the seizure and condemnation of 11½ dozen boxes (\$1 size) and 12½ dozen boxes (6½ dozen, \$1 size, 3½ dozen, 50-cent size, 1½ dozen, \$1 size, herb form) of Bliss Native Herbs, remaining in the original unbroken packages at Richmond, Va., alleging that the articles had been shipped