

9934. Misbranding of cottonseed feed and cottonseed feed meal. U. S. * * * v. Southern Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$50 and costs. (F. & D. No. 13913. I. S. Nos. 11073-r, 11096-r.)

On January 17, 1921, 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 Southern Cotton Oil Co., a corporation, trading at Newport, Ark., alleging shipment by said company, in violation of the Food and Drugs Act, on or about October 27 and November 29, 1919, respectively, from the State of Arkansas into the State of Michigan, of quantities of cottonseed feed and cottonseed feed meal which were misbranded. The articles involved in the consignments were labeled, respectively, "Arkansaw Brand Cotton Seed Feed * * *," and "Standard Brand Cotton Seed Feed Meal * * *"

Analyses of samples of the articles by the Bureau of Chemistry of this department showed that the Arkansaw Brand cottonseed feed contained 32.55 per cent of protein and 15.15 per cent of fiber, and that the Standard Brand cottonseed feed meal contained 33.25 per cent of protein and 16.45 per cent of fiber.

Misbranding of the articles was alleged in the information for the reason that the statement, to wit, "Guaranteed Analysis * * * Protein 36.00 Per Cent * * * Crude Fibre, 14.00 [Per Cent]," borne on the tags attached to the sacks containing the Arkansaw Brand feed, and the statement, to wit, "Guaranteed Analysis * * * Protein 36.00 per cent * * * Crude Fibre 12.00 per cent," borne on the tags attached to the sacks containing the Standard Brand feed, regarding the said articles and the ingredients and substances contained therein, were false and misleading in that they represented that the said articles contained not less than 36 per cent of protein and not more than 14 per cent of crude fiber, or not less than 36 per cent of protein and not more than 12 per cent of crude fiber, as the case might be, and for the further reason that the articles were labeled as aforesaid so as to deceive and mislead the purchaser into the belief that they contained not less than 36 per cent of protein and not more than 14 per cent of crude fiber, or not less than 36 per cent of protein and not more than 12 per cent of crude fiber, as the case might be, whereas, in truth and in fact, the said articles did contain less than 36 per cent of protein, to wit, approximately 32.55 per cent and 33.25 per cent of protein, respectively, and the said articles contained more than 14 per cent or 12 per cent, as the case might be, of crude fiber, to wit, approximately 15.15 per cent and 16.45 per cent of crude fiber, respectively.

On September 28, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50 and costs.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

9935. Adulteration and misbranding of tomato catsup. U. S. * * * v. 25 Cases of Tomato Catsup, et al. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 14579, 14580, 14581. I. S. Nos. 9264-t, 9265-t, 9266-t. S. No. E-3157.)

On March 14, 1921, the United States attorney for the Western District of North Carolina, 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 50 cases, 8-ounce sized bottles, 45 cases, 16-ounce sized bottles, and 15 cases 8-pound sized cans, of tomato catsup, in part at Concord, in part at Gastonia, and in part at Charlotte, N. C., alleging that the article had been shipped by the J. T. Polk Co., Mound City, Ill., October 22, 1920, and transported from the State of Illinois into the State of North Carolina, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended.