

and "Tablet Triturates \* \* \* Atropine Sulphate 1/100 Grain," borne on the labels of the respective products, were false and misleading, in that the said statements represented that each of said tablets contained the amount of the product declared on the label thereof, whereas the said tablets contained less than so declared.

On November 16, 1926, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$400.

W. M. JARDINE, *Secretary of Agriculture.*

**14870. Misbranding of cottonseed meal. U. S. v. 200 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. 21449. I. S. No. 15009-x. S. No. W-1885.)**

On December 9, 1926, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 200 sacks of cottonseed meal, remaining in the original unbroken packages at LaSalle, Colo., consigned by the Rotan Cotton Oil Mill, Rotan, Tex., alleging that the article had been shipped from Rotan, Tex., on or about November 26, 1926, and transported from the State of Texas into the State of Colorado, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Prime Quality Cottonseed Meal Manufactured by Rotan Cotton Oil Mill, Rotan, Texas Crude Protein not less than 43%."

It was alleged in the libel that the article was misbranded, in that the statement "Protein not less than 43%," borne on the label, was false and misleading and deceived and misled the purchaser, because said product did contain less than 43 per cent of protein.

On December 31, 1926, the Sweetwater Cotton Oil Co., Sweetwater, Tex., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*

**14871. Adulteration and misbranding of maple sugar. U. S. v. W. V. Phelps Co., Inc. Plea of guilty. Fine, \$300. (F. & D. No. 19772. I. S. Nos. 14400-v, 22239-v, 24883-v, 24432-v.)**

On September 18, 1926, the United States attorney for the District of Vermont, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against W. V. Phelps Co., Inc., a corporation, Enosburg Falls, Vt., alleging shipment by said company, in violation of the food and drugs act as amended, in various shipments, on or about May 19 and 28, 1925, respectively, from the State of Vermont into the States of Massachusetts, Maine, and New York, of quantities of maple sugar which was adulterated and misbranded. A portion of the article was labeled in part: "We guarantee this package contains Pure Maple Product Not Adulterated or Misbranded Within the Meaning of the Food & Drugs Act June 30, 1906 Maplevale Sugar & Syrup Works H Waite & Son, Props. Morrisville, Vermont." The remainder of the said article was shipped in unlabeled pails and tubs and was invoiced as maple sugar.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, sugar other than maple sugar, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and had been substituted in part for pure maple product, or maple sugar, which the said article purported to be.

Misbranding was alleged for the reason that the article was a mixture composed in large part of sugar other than maple sugar and was offered for sale and sold under the distinctive name of another article, to wit, pure maple product, or maple sugar, as the case might be. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package. Misbranding was alleged with respect to a portion of the product for the further reason that the statement, to wit, "We guarantee this package contains Pure Maple Product Not Adulterated or Misbranded Within the Meaning of the Food & Drugs Act June 30, 1906," borne on the labels attached to the pails containing the said portion, was false and misleading, in that the