

6140. Misbranding of cottonseed meal. U. S. * * * v. Frederick W. Brode (F. W. Brode & Co.). Plea of guilty. Fine, \$400. (F. & D. No 7526. I. S. Nos. 19504-h, 13525-k, 13526-k, 26029-k, 26031-k, 26036-k, 26038-k, 26039-k.)

On March 13, 1917, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Frederick W. Brode, trading as F. W. Brode & Co., Memphis, Tenn., alleging shipment by said defendant, in violation of the Food and Drugs Act, on or about January 27, 1915, and December 22, 1914, from the State of Tennessee into the State of Indiana, on or about March 25, 1914, from the State of Tennessee into the State of Vermont, on or about February 4, 1915 (2 shipments), from the State of Tennessee into the State of Maine, on or about February 18, 1915, from the State of Tennessee into the State of New Hampshire, on or about February 19, 1915, from the State of Tennessee into the State of Vermont, and on or about February 17, 1915, from the State of Tennessee into the State of Maine, of quantities of cottonseed meal, labeled in part, "Owl Brand," which was misbranded.

Analyses of samples of the article by the Bureau of Chemistry of this department showed the following results:

Shipment of.....	Jan 27, 1915.	Dec. 22, 1914.	Mar. 25, 1914.	Feb. 4, 1915. No. 1.	Feb. 4, 1915, No. 2.	Feb. 18, 1915.	Feb. 19, 1915.	Feb. 17, 1915.
Crude protein (N x 6.25) (per cent).	36.44	37.50	38.4	38.12	38.94	39.00	39.50	39.19
Crude fiber (per cent).....		11.37	12.63	14.77	12.89	14.56	13.68	12.09

Misbranding of the article in the shipment on January 27, 1915, was alleged in the information for the reason that the statement borne on the label, regarding the article and the ingredients and substances contained therein, to wit, "F. W. Brode & Company, of Memphis, Tenn., guarantee this Owl Brand Cottonseed Meal to contain * * * 41.0 per cent of crude protein," was false and misleading in that it indicated to purchasers that the article contained not less than 41 per cent of crude protein; and for the further reason that it was labeled as aforesaid so as to deceive and mislead purchasers into the belief that it contained not less than 41 per cent of crude protein, when, in truth and in fact, it contained less than 41 per cent of crude protein, to wit, 36.44 per cent.

Misbranding of the article in the shipment on December 22, 1914, was alleged for the reason that the statement borne on the label, regarding the article and the ingredients and substances contained therein, to wit, "F. W. Brode & Company, of Memphis, Tenn., guarantee this Owl Brand Cottonseed Meal to contain not less than * * * 41 per cent of crude protein, not more than 10.0 per cent of crude fibre," was false and misleading in that it indicated to purchasers that the article contained not less than 41 per cent of crude protein and not more than 10 per cent of crude fiber; 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 not less than 41 per cent of crude protein and not more than 10 per cent of crude fiber, when, in truth and in fact, it contained less than 41 per cent of crude protein and more than 10 per cent of crude fiber, to wit, 37.50 per cent of crude protein and 11.37 per cent of crude fiber.

Misbranding of the article in the other shipments was alleged for the reason that the statement borne on the label, regarding the article and the ingredients and substances contained therein, to wit, "Guaranteed analysis * * * pro-