

6177. Misbranding of cottonseed meal. U. S. * * * v. Swift & Co., a corporation. Plea of guilty. Fine, \$350 and costs. (F. & D. No. 8355. I. S. Nos. 2709-m, 2772-m, 2774-m, 2776-m, 2777-m, 2778-m, 2779-m, 2782-m, 2783-m, 2784-m.)

On September 17, 1917, the United States attorney for the Northern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Swift & Co., a corporation, doing business at Atlanta, Ga., alleging shipment by said company, on or about October 11, 1916, October 13, 1916, October 26, 1916, October 28, 1916, November 3, 1916, December 1, 1916 (2 shipments), December 7, 1916 (2 shipments), and December 8, 1916, in violation of the Food and Drugs Act, from the State of Georgia into the State of South Carolina, of quantities of cottonseed meal which was misbranded.

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

Determination.	Oct. 11.	Oct. 13.	Oct. 26.	Oct. 28.	Nov. 3.	Dec. 1.		Dec. 7.		Dec. 8.
						I.	II.	I.	II.	
Nitrogen (per cent).....					4.69					
Protein (N x 6.25) (per cent)...	32.3	32.3	32.0	30.0	.....	30.7	31.9	32.0	31.1	32.6
Crude fiber (per cent).....			13.0	13.7	.....	13.8	13.8	.....	13.1	.....

Misbranding of the article in the shipments on October 11, 1916, October 13, 1916, one of the shipments on December 7, 1916, and December 8, 1916, was alleged in the information for the reason that the statement, to wit, "guaranteed analysis protein 36.00%," borne on the tags attached to the sacks, regarding the article and the ingredients and substances contained therein, was false and misleading in that it represented that the article contained not less than 36 per cent of protein; 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 36 per cent of protein, whereas, in truth and in fact, it contained less than 36 per cent of protein, to wit, 32.3 per cent of protein in the first two shipments, or 32 per cent of protein, or 32.6 per cent of protein, as the case might be.

Misbranding of the article in the shipments on October 26, 1916, October 28, 1916, December 1, 1916 (2 shipments), and one of the shipments on December 7, 1916, was alleged for the reason that the statement, to wit, "guaranteed analysis protein 36.00% * * * crude fiber 12.00%," borne on the tags attached to the sacks, regarding the article and the ingredients and substances contained therein, was false and misleading in that it represented that the article contained not less than 36 per cent of protein 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 the purchaser into the belief that it contained not less than 36 per cent of protein and not more than 12 per cent of crude fiber, whereas, in truth and in fact, it contained less than 36 per cent of protein and more than 12 per cent of crude fiber, to wit, 32 per cent of protein and 13 per cent of crude fiber, or 30 per cent of protein and 13.7 per cent of crude fiber, or 30.7 per cent of protein and 13.8 per cent of crude fiber, or 31.9 per cent of protein and 13.8 per cent of crude fiber, or 31.1 per cent of protein and 13.1 per cent of crude fiber, as the case might be.

Misbranding of the article in the shipment on November 3, 1916, was alleged for the reason that the statement, to wit, "guaranteed analysis nitrogen 5.76%," borne on the tags attached to the sacks, regarding the article and the ingredients and substances contained therein, was false and misleading in that it represented that the article contained not less than 5.76 per cent of nitrogen; 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 5.76 per cent of nitrogen, whereas, in truth and in fact, it contained less than 5.76 per cent of nitrogen, to wit, 4.69 per cent of nitrogen.

On March 27, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$350 and costs.

CARL VROOMAN,
Acting Secretary of Agriculture.