

Chemical Co., Cincinnati, Ohio, alleging that the article had been shipped on or about November 12, 1918, and transported from the State of Ohio into the State of Texas, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it consisted essentially of an aqueous solution of borax and berberine. Hydrastine was absent.

Adulteration of the article was alleged in substance in the libel for the reason that it was labeled on the carton, in part, "A compound of Borated Goldenseal," whereas it contained no borated goldenseal, and for the further reason that its strength and purity fell below the professed standard and quality under which it was sold.

Misbranding was alleged in substance in the libel for the reason that the statement, "A compound of Borated Goldenseal," was false and misleading in that said drug product contained no goldenseal. Misbranding was alleged in substance for the further reason that the following statements, (carton) "* * * A remedy for Catarrh, Hay Fever, and Inflammations, Irritations or Ulcerations of mucous membranes or linings of the Nose, Throat, Stomach, and Urinary Organs * * *," (bottle) "* * * Tonic, A Treatment For Unnatural Discharges of the urinary organs, * * * Inflamed, Ulcerated, Itching conditions of the skin and mucous membrane or linings of the Mouth, Nose, Throat, Eye and Ear * * *," (booklet accompanying carton and bottle) "* * * Catarrh * * * Chronic, of the Head * * * Cystitis, Gastritis—Catarrh of the Stomach * * * hæmorrhoids—piles * * * Throat Troubles * * * Gonorrhoea * * * Gleet * * * Chronic Gonorrhoea * * * Stricture * * * Folliculitis * * * Gonorrhoeal Prostatitis * * * Spermatorrhoea * * * Bubo * * * Gonorrhoeal Cystitis * * * As a preventative * * * after exposure * * * Balanitis * * * Bubo—Inflammation and swelling of a Lymphatic Gland of the Groin * * * Chordee * * * Swelled Testicle * * * Leucorrhoea—Whites—Catarrh of the Vagina * * * Gonorrhoea in Women," were false and fraudulent in that said product did not contain any ingredient or combination of ingredients capable of producing the effects claimed, and was not a cure, treatment, or remedy for any of the diseases or ailments above referred to.

On April 19, 1920, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

C. W. PUGSLEY,

Acting Secretary of Agriculture.

9412. Adulteration and misbranding of Surety Brand cottonseed meal and misbranding of Veribest Brand cottonseed meal. U. S. * * * v. Union Seed & Fertilizer Co., a Corporation. Plea of guilty. Fine, \$75 and costs. (F. & D. No. 12471. I. S. Nos. 7088-r, 11065-r.)

On September 27, 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 the Union Seed & Fertilizer Co., a corporation, doing business at Pine Bluff, Ark., alleging shipment by said company, in violation of the Food and Drugs Act, on or about January 4, 1919, from the State of Arkansas into the State of Michigan, of a quantity of Surety Brand cottonseed meal which was adulterated and misbranded, and on or about February 7, 1919, from the State of Arkansas into the State of Iowa, of a quantity of Veribest Brand cottonseed meal which was misbranded.

Analyses of samples of the articles by the Bureau of Chemistry of this department showed, in the case of the Surety Brand, 35.1 per cent of protein, equivalent to 6.83 per cent of ammonia, 15 per cent of crude fiber, and approximately 30 per cent of cottonseed hulls, and in the Veribest Brand, 5.99 per cent of nitrogen, 7.28 per cent of ammonia, 37.49 per cent of protein, and 12.71 per cent of crude fiber.

Adulteration of the Surety Brand meal was alleged in the information for the reason that cottonseed hulls had been mixed and packed therewith so as to lower, reduce, and injuriously affect its quality and strength, and had been substituted in part for cottonseed meal, which the article purported to be.

Misbranding of the Surety Brand meal was alleged for the reason that the statement, to wit, "Cotton Seed Meal * * * Guarantee Protein not less than 36.00 per cent Equivalent to Ammonia 7.00 [per cent] * * * Fibre Not more than 14.00 [per cent]," borne on the tags attached to the sacks containing the article, regarding it and the ingredients and substances contained therein, was false and misleading in that it represented that the article consisted wholly of cottonseed meal, and that it contained not less than 36 per cent of protein, equivalent to 7 per cent of ammonia, and that it contained not more than 14 per cent of 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 consisted wholly of cottonseed meal, and that it contained not less than 36 per cent of protein, equivalent to 7 per cent of ammonia, and that it contained not more than 14 per cent of fiber, whereas, in truth and in fact, said article did not consist wholly of cottonseed meal, but consisted in part of cottonseed hulls, and it contained less than 36 per cent of protein, equivalent to 7 per cent of ammonia, to wit, approximately 35 per cent of protein, equivalent to approximately 6.83 per cent of ammonia, and said article contained more than 14 per cent of fiber, to wit, approximately 15 per cent of fiber. Misbranding of the Veribest Brand meal was alleged for the reason that the statement, to wit, "Analysis: Ammonia $7\frac{1}{2}$ Per Cent Protein $38\frac{1}{2}$ [Per Cent] Nitrogen 6.17 [Per Cent] * * * Crude Fiber, not over 10 [Per Cent]," borne on the tags attached to the sacks containing the article, regarding it and the ingredients and substances contained therein, was false and misleading in that it represented that the article contained not less than $7\frac{1}{2}$ per cent of ammonia, not less than $38\frac{1}{2}$ per cent of protein, not less than 6.17 per cent of nitrogen, 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 $7\frac{1}{2}$ per cent of ammonia, not less than $38\frac{1}{2}$ per cent of protein, not less than 6.17 per cent of nitrogen, and not more than 10 per cent of crude fiber, whereas, in truth and in fact, it contained less than $7\frac{1}{2}$ per cent of ammonia, less than $38\frac{1}{2}$ per cent of protein, less than 6.17 per cent of nitrogen, and more than 10 per cent of crude fiber, to wit, approximately 7.28 per cent of ammonia, approximately 37.49 per cent of protein, approximately 5.99 per cent of nitrogen, and approximately 12.71 per cent of crude fiber.

On March 2, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$75 and costs.

C. W. PUGSLEY,

Acting Secretary of Agriculture.

9413. Misbranding of Krause's Phosphorets. U. S. * * * v. 8 Packages * * * of Krause's Phosphorets. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 13734. Inv. No. 23370. S. No. C-2528.)

On October 7, 1920, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the