

11021. Adulteration and misbranding of flavor of vanilla and flavor of lemon. U. S. v. 10 Cases of Flavor of Vanilla and 10 Cases of Flavor of Lemon. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 14980. I. S. Nos. 2828-t, 1504-t. S. No. C-3074.)

On June 7, 1921, the United States attorney for the Southern District of Alabama, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 10 cases of flavor of vanilla and 10 cases of flavor of lemon, remaining unsold in the original unbroken packages at Selma, Ala., alleging that the articles had been shipped by the Lexington Wholesale Drug Co., Lexington, Ky., February 14, 1921, and transported from the State of Kentucky into the State of Alabama, and charging adulteration and misbranding in violation of the Food and Drugs Act. The articles were labeled in part: "Contents $\frac{3}{4}$ Fluid Oz. Star Brand Flavor of Vanilla" (or "Flavor of Lemon") "For Flavoring Ice Cream, Custards, * * * Etc. Put up by Lexington Wholesale Drug Co. * * * Lexington, Ky."

Adulteration of the articles was alleged in substance in the libel for the reason that certain substances, to wit, a dilute alcoholic solution of vanillin and coumarin, in the case of the vanilla, and a dilute alcoholic solution containing a trace of citral, in the case of the lemon, had been mixed and packed with the respective articles so as to reduce and lower and injuriously affect their quality and strength and had been substituted wholly or in part for the said articles. Adulteration was alleged for the further reason that the articles were mixed in a manner whereby damage or inferiority was concealed.

Misbranding was alleged for the reason that the statements on the respective labels, to wit, "Flavor of Vanilla" and "Flavor of Lemon," were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the articles were imitations of and offered for sale under the distinctive names of other articles.

On May 20, 1922, 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. F. MARVIN, *Acting Secretary of Agriculture.*

11022. Misbranding of cottonseed meal. U. S. v. American Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$50. (F. & D. No. 15459. I. S. No. 9251-t.)

On April 4, 1922, the United States attorney for the Western District of South Carolina, 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 American Cotton Oil Co., a corporation, trading at Greenville, S. C., alleging shipment by said company in violation of the Food and Drugs Act, on or about October 29, 1920, from the State of South Carolina into the State of North Carolina, of a quantity of cottonseed meal which was misbranded. The article was labeled in part: "Surety Brand Cotton Seed Meal 100 Lbs. Net Made By Union Seed & Fertilizer Co. From Greenville, S. C. Mill."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained 34.91 per cent of protein, the equivalent of 6.79 per cent of ammonia.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Cotton Seed Meal" and "Guarantee Protein Not less than 36.00 per cent Equivalent to Ammonia 7.00 per cent," borne on the tags attached to the sacks containing the article, regarding the said article and the ingredients and substances contained therein, were false and misleading in that the said statements represented that the article consisted wholly of cottonseed meal, to wit, a product which contained not less than 36 per cent of protein, and that it contained not less than 36 per cent of protein, equivalent to 7 per cent of ammonia, 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, to wit, a product which contained not less than 36 per cent of protein, and that it contained not less than 36 per cent of protein, equivalent to 7 per cent of ammonia, whereas, in truth and in fact, it did not consist wholly of cottonseed meal, to wit, a product which contained not less than 36 per cent of protein, but did consist of a mixture which contained less than 36 per cent of protein, and did not contain 36 per cent of protein, equivalent to 7 per cent of ammonia, but did contain a less amount, to wit, 34.91 per cent of protein, equivalent to less than 7 per cent of ammonia, to wit, 6.79 per cent of ammonia.