Adulteration of the article in each shipment was alleged in the information for the reason that water had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength, and had been substituted in part for oysters, which the article purported to be.

On December 20, 1919, the defendants entered pleas of nolo contendere to the information, and the court imposed a fine of $20 and costs.

E. D. BALL, *Acting Secretary of Agriculture.*

7576. Adulteration and misbranding of acid acetylo-salicylic tablets. U. S. * * * v. Harry A. Jame and Irving H. Annis (Jame & Annis). Pleas of guilty. Fine, $25. (F. & D. No. 8218. I. S. No. 10526-l.)

On June 18, 1917, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Harry A. Jame and Irving H. Annis, trading as Jame & Annis, late of Chicago, Ill., alleging shipment by said defendants, in violation of the Food and Drugs Act, on or about November 22, 1915, from the city of Omaha in the State of Nebraska into the State of Minnesota, of a quantity of an article, labeled in part "Compressed Tablets Acid Acetylo-Salicylic," which was adulterated and misbranded.

Analysis of a sample of the article made in the Bureau of Chemistry of this department showed that the tablets contained 7.74 per cent of acetanilid, and were composed essentially of acetanilid, starch, and sugar.

Adulteration of the article was alleged in the information for the reason that it was offered for sale as and for tablets, each containing 5 grains of acetylo-salicylic acid, and its strength and purity fell below the professed standard and quality under which it was sold, in that each of said tablets did not contain any acetylo-salicylic acid whatever.

Misbranding of the article was alleged for the reason that the following statements, designs, and devices, regarding the article and the ingredients and substances contained therein, appearing on the label, to wit, "Tablets Acid Acetylo-Salicylic 5 grains," were false and misleading in that they represented to purchasers that the article consisted of tablets, each of which contained 5 grains of acetylo-salicylic acid, and for the further reason that it was labeled as aforesaid so as to deceive and mislead purchasers into the belief that it consisted of tablets, each of which contained 5 grains of acetylo-salicylic acid, when, in truth and in fact, it did not consist of tablets, each of which contained 5 grains of acetylo-salicylic acid, but consisted of, to wit, tablets, which did not contain any acetylo-salicylic acid whatever. Misbranding was alleged for the further reason that the article contained 7.74 per cent of acetanilid, and the package failed to bear a statement on the label of the quantity or proportion of acetanilid contained therein.

On January 10, 1920, the defendants entered pleas of guilty to the information, and the court imposed a fine of $25.

E. D. BALL, *Acting Secretary of Agriculture.*

7577. Misbranding of tea. U. S. * * * v. C. D. Gregg Tea & Coffee Co., a Corporation. Plea of guilty. Fine, $50 and costs. (F. & D. No. 9247. I. S. Nos. 9154-p, 19627-p.)

On March 20, 1919, the United States attorney for the Northern District of Illinois, 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 C. D. Gregg Tea & Coffee Co., a corporation, doing business at Chicago, Ill., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, on October 25, 1917 (2 shipments), from the State of Illinois into the State of Michigan, of quantities of tea which was misbranded. The article was variously labeled in part, "Gregg's Brand Ceylon Fancy Tea," "Gregg's Brand Japan Fancy Tea," and "Gregg's Brand English Breakfast Fancy Tea." The tea was invoiced as "½# pkgs. Teas," but no declaration of net weight was made on the package.

Examination of samples of the article made in the Bureau of Chemistry of this department showed the following results:

	Ounces.
The Ceylon Tea, average net weight, 100 packages	6.66
The Japan Tea, average net weight, 6 packages	7.69
The English Breakfast Tea, average net weight, 6 packages	7.95

Misbranding of the article was alleged in the information for the reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 29, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of $50 and costs.

E. D. Ball, *Acting Secretary of Agriculture.*

7578. Misbranding of cottonseed meal. U. S. * * * v. Union Cotton Oil Co., a Corporation. Plea of guilty. Fine, $100. (F. & D. No. 9496. I. S. No. 9159-m.)

On April 14, 1919, the United States attorney for the Northern District of Alabama, 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 Cotton Oil Co., a corporation, Birmingham, Ala., alleging shipment by said company, in violation of the Food and Drugs Act, on or about February 2, 1917, from the State of Alabama into the State of Maine, of a quantity of an article, labeled in part "Jersey Brand Cotton Seed Meal," which was misbranded.

Analysis of a sample of the article made in the Bureau of Chemistry of this department showed the following results:

	Per Cent.
Nitrogen	5.39
Protein (N×6.25)	33.69
Crude fiber	12.37
Ammonia	6.55

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "38.62 to 41% Protein Guaranteed Analysis Ammonia 7.50% Protein 38.62% * * * Nitrogen 6.00%," "These are minimum guarantees frequently runs higher," "Fiber, maximum 10.00%," borne on the tags attached to the sacks containing the article, regarding it and the ingredients and substances contained therein, were false and misleading in that they represented that the article contained not less than 38.62 per cent protein, not less than 7.50 per cent ammonia, not less than 6.00 per cent nitrogen, and not more than 10 per cent 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 38.62 per cent protein, not less than 7.50 per cent ammonia, not less than 6.00 per cent nitrogen, and not more than 10.00 per cent fiber, whereas, in truth and in fact, it contained less protein, ammonia, and nitro-