

Misbranding was alleged for the reason that the statement, "My Own Pure Cocoa," contained on the labels of the retail packages, not sufficiently corrected by the inconspicuous statement, "My Own Cocoa Compound Containing Cocoa, Sugar, Corn Starch," was false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the said article was an imitation of, and was offered for sale under the distinctive name of, another article.

On August 31, 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.*

9721. Misbranding of cottonseed meal. U. S. * * * v. 150 Sacks of Cottonseed Meal. Decree ordering release of product under bond. (F. & D. No. 12454. I. S. No. 17587-r. S. No. E-2134.)

On June 2, 1920, the United States attorney for the Northern District of Florida, 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 150 sacks of cottonseed meal, remaining in the original packages at Tallahassee, Fla., alleging that the article had been shipped by the Central Oil Co., Macon, Ga., May 13, 1920, and transported from the State of Georgia into the State of Florida, and charging misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Sacks) "* * * Good Cottonseed Meal. Guaranteed Analysis Ammonia 7% Protein 36% * * *"

Misbranding of the article was alleged in substance in the libel for the reason that the above-quoted statements appearing in the labels of the sacks containing the said article were false and misleading in that the article did not contain the substances set forth in said labels.

On September 30, 1920, the Central Oil Co., Macon, Ga., having entered an appearance as claimant for the property, it was ordered by the court that the product be released to said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$150, in conformity with section 10 of the act.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

9722. Adulteration and misbranding of cottonseed meal. U. S. * * * v. 107 Sacks of Cottonseed Meal. Decree ordering release of the product under bond. (F. & D. No. 12458. I. S. No. 17588-r. S. No. E-2163.)

On June 2, 1920, the United States attorney for the Northern District of Florida, 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 107 sacks of cottonseed meal, remaining in the original packages at Perry, Fla., alleging that the article had been shipped by the Central Oil Co., Macon, Ga., March 17, 1920, and transported from the State of Georgia into the State of Florida, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Nitrogen 5.76% * * * Ammonia, not less than 7.00% * * *"

Adulteration of the article was alleged in substance in the libel for the reason that a substance deficient in protein had been mixed and packed with, and substituted wholly or in part for, the substances described in the labels on the said sacks.

Misbranding was alleged in substance for the reason that the above-quoted statements appearing on the sacks containing the article were false and misleading in that the said article did not contain the substances therein set forth.