

reason that acidified pectin jellies or acidified pectin jam or acidified pectin preserves, as the case might be, had been substituted in part for fruit jelly, fruit jam, and fruit preserves, respectively.

It was alleged in substance in the libels that the articles were misbranded so as to deceive and mislead the purchaser thereof in that they were labeled as "Blackberry-Apple," "Grape-Apple," "Crabapple," "Raspberry-Apple," or "Currant-Apple" jellies, according to the variety, and "Apple-Blackberry J-A-M," "Apple-Strawberry J-A-M," or "Apple-Raspberry J-A-M," and "Preserves Strawberry-Apple," "Preserves Blackberry-Apple," or "Preserves Raspberry-Apple," whereas, in truth and in fact, the said articles consisted of acidified pectin jellies, acidified pectin jams, or acidified pectin preserves, as the case might be. Misbranding was alleged in substance for the further reason that the articles were offered for sale under the distinctive names of other articles, and [with the exception of the said crabapple jelly] were imitations of such other articles.

On September 1 and 22, 1923, respectively, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the products be sold by the United States marshal, with the proviso in the decrees that upon payment of the costs of the proceedings and the execution of bonds in the aggregate sum of \$2,836, in conformity with section 10 of the act, the said products might be released to the owner or owners thereof, on condition that the tumblers, tins, and jars containing the articles be relabeled so as to show the true contents thereof.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11982. Adulteration and misbranding of butter. U. S. v. Mutual Creamery Co., a Corporation. Plea of guilty. Fine, \$105 and costs. (F. & D. No. 17607. I. S. Nos. 8469-v, 8470-v, 8471-v.)

On August 30, 1923, the United States attorney for the District of Nevada, 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 Mutual Creamery Co., a corporation, trading at Fallon, Nev., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, on or about January 25, 1923, from the State of Nevada into the State of California, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. The three lots of the article were labeled in part, respectively: "Cascade Pasteurized Butter Net Weight One Pound When Packed Pasteurized Creamery Butter Guaranteed by Mutual Creamery Company * * * Los Angeles;" "1 Pound Net Weight Churchill Creamery Inc. Fallon, Nevada;" "Maid O'Clover * * * Butter * * * One Pound Net * * * Guaranteed by Mutual Creamery Company * * * Salt Lake City, Utah."

Examination by the Bureau of Chemistry of this department of 48 prints each of the Cascade, Maid O'Clover, and the Churchill Creamery brands of the article showed an average net weight of 15.74, 15.41, and 15.71 ounces, respectively. Analysis of the Cascade brand butter by said bureau showed that it was deficient in fat and contained excessive moisture.

Adulteration was alleged in the information with respect to the Cascade brand butter for the reason that a product deficient in milk fat and containing an excessive amount of moisture had been substituted for pasteurized creamery butter, which the article purported to be.

Misbranding was alleged with respect to the Cascade brand butter for the reason that the statement, "Pasteurized Creamery Butter," borne on the packages containing the article, was false and misleading in that it represented that the said article consisted wholly of pasteurized creamery butter, 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 pasteurized creamery butter, whereas, in truth and in fact, it did not but did consist in whole or in part of a product deficient in milk fat and contained an excessive amount of moisture.

Misbranding was alleged with respect to all of the said article for the reason that the respective statements, "Net Weight One Pound," "1 Pound Net Weight," and "One Pound Net," borne on the packages containing the various lots of the article, were false and misleading in that they represented that each of the said packages contained 1 pound net of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said packages contained 1 pound net

of butter, whereas, in truth and in fact, each of said packages did not contain 1 pound net of butter but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On August 30, 1923, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$105 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11983. Misbranding of tankage. U. S. v. Rogers Grain Products Co., a Corporation. Plea of guilty. Fine, \$10. (F. & D. No. 16941. I. S. Nos. 231-t, 12978-t, 13653-t.)

On April 17, 1923, 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 Rogers Grain Products Co., a corporation, Belvidere, Ill., alleging shipment by said company, in violation of the Food and Drugs Act, in various consignments, namely, on or about May 23, 1921, and January 21, 1922, respectively, from the State of Illinois into the State of Wisconsin, and on or about December 2, 1921, from the State of Illinois into the State of Indiana, of quantities of tankage which was misbranded. The article was labeled in part: "Hygrade * * * Digester Tankage * * * Analysis: Protein 60% Fat 7% Crude Fiber 3% * * * Rogers Grain Products Co. Belvidere Illinois."

Analyses of samples of the article by the Bureau of Chemistry of this department showed that the three consignments of the product were low in protein, containing approximately 53.3, 45.55, and 50.18 per cent, respectively, of protein. Analyses by said bureau showed that the product consigned on January 21, 1922, was also low in fat, containing approximately 6.30 per cent.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "Protein 60%," borne on all of the sacks containing the said article, and the statement, to wit, "Fat 7%," borne on a portion of the sacks, were false and misleading in that they represented that the article contained not less than 60 per cent of protein and that a portion thereof contained not less than 7 per cent of fat, 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 60 per cent of protein and that the said portion contained not less than 7 per cent of fat, whereas it did contain less than 60 per cent of protein and the said portion did contain less than 7 per cent of fat.

On November 5, 1923, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11984. Adulteration and misbranding of cottonseed feed. U. S. v. Buckeye Cotton Oil Co., a Corporation. Tried to the court and a jury. Verdict of guilty on counts 3, 4, 5, 6, and 9. Fine, \$225. Verdict of not guilty on counts 1, 2, 7, 8, 10, 11, 12, and 13. (F. & D. No. 9715. I. S. Nos. 2587-p, 2588-p, 3557-p, 3603-p, 4230-p, 4241-p.)

On July 21, 1919, the United States attorney for the Southern 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 in thirteen counts against the Buckeye Cotton Oil Co., a corporation, Macon, Ga., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, in various consignments, namely, on or about November 19, 1917 (two shipments), March 12 and 18, 1918, respectively, from the State of Georgia into the State of Florida, and on or about November 28, 1917, and March 14, 1918, respectively, from the State of Georgia into the State of North Carolina, of quantities of cottonseed feed which was adulterated and misbranded. The article was labeled in part, variously: (Tags) "Cotton Seed Meal Manufactured By The Buckeye Cotton Oil Co. Macon Ga. * * * Low Grade;" "Buco * * * Cottonseed Feed * * * Manufactured by The Buckeye Cotton Oil Co. General Offices, Cincinnati, Ohio;" "Buckeye Standard Cottonseed Feed * * * Manufactured By The Buckeye Cotton Oil Company General Offices, Cincinnati, Ohio * * * Shipped By Macon, Ga. Mill."

Analyses of samples of the article by the Bureau of Chemistry of this department showed that the product in each consignment was deficient in protein and that a portion of the said product was also deficient in fat. Examination by said bureau showed that one consignment contained excessive cottonseed hulls.