

Misbranding was alleged for the reason that the article was labeled, "Apple Jelly 6 Oz. Net Weight," which said statements were false and misleading and deceived and misled the purchaser, since the article consisted of pectin jelly and the tumblers contained less than 6 ounces of the said article. Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article, to wit, apple jelly, and for the further 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, since the quantity stated was not correct.

On September 6, 1923, the Gibbs Preserving Co., Baltimore, Md., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$512, in conformity with section 10 of the act.

HOWARD M. GORE, *Secretary of Agriculture.*

12440. Adulteration and misbranding of cottonseed meal. U. S. v. The Buckeye Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$50. (F. & D. No. 17795. I. S. Nos. 303-v, 3292-v.)

On February 2, 1924, 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 against the Buckeye Cotton Oil Co., a corporation, Augusta, Ga., alleging shipment by said company, in violation of the food and drugs act, on or about November 14, 1922, from the State of Georgia into the State of Connecticut, and on or about January 31, 1923, from the State of Georgia into the State of South Carolina, of quantities of cottonseed meal, a portion of which was misbranded and the remainder of which was adulterated and misbranded. A portion of the article was labeled in part: (Tag) "Surety Brand 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." The remainder of the said article was labeled in part: (Tag) "Cottonseed Meal Manufactured By The Buckeye Cotton Oil Company Augusta, Georgia * * * 36.00 Per Cent Protein C/S Meal Good Quality * * * Guaranteed Analysis Protein 36.00%, * * * Fibre 12.00%."

Analysis by the Bureau of Chemistry of this department of a sample of the article consigned November 14, 1922, showed that it contained 34.44 per cent of protein, 6.70 per cent of ammonia, and 14.44 per cent of fiber. Analysis by said bureau of a sample from the remaining consignment showed that it contained 34.94 per cent of protein and 13.70 per cent of fiber and that it was inferior to good quality cottonseed meal.

Adulteration of the product consigned January 31, 1923, was alleged in the information for the reason that a product inferior to a good quality cottonseed meal had been substituted for good quality cottonseed meal, which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Guaranteed 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 product consigned November 14, 1922, and the statements, to wit, "C/S Meal Good Quality," "Guaranteed Analysis Protein 36.00% * * * Fibre 12.00%," borne on the sacks containing the product consigned January 31, 1923, were false and misleading in that the said statements represented that the former product contained not less than 36 per cent of protein, the equivalent of 7 per cent of ammonia, and contained not more than 14 per cent of fiber, and that the latter product was good quality cottonseed meal and contained not less than 36 per cent of protein and not more than 12 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 the former product contained not less than 36 per cent of protein, the equivalent of 7 per cent of ammonia, and contained not more than 14 per cent of fiber, and that the latter product was good quality cottonseed meal and contained not less than 36 per cent of protein and not more than 12 per cent of fiber, whereas, in truth and in fact, the article contained less protein and more fiber than was declared on the respective labels, and the product consigned January 31, 1923, was not good quality cottonseed meal but did consist of a product inferior to good quality cottonseed meal.

On April 25, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

HOWARD M. GORE, *Secretary of Agriculture.*

12441. Adulteration and misbranding of potatoes. U. S. v. 19 Hampers of Potatoes. Default decree ordering destruction of product. (F. & D. No. 17481. I. S. No. 5467-v. S. No. C-3971.)

On April 30, 1923, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 19 hampers of potatoes remaining in the original unbroken packages at Minneapolis, Minn., alleging that the article had been shipped by the Hi-Ball Celery & Vegetable Co., Chicago, Ill., April 21, 1923, and transported from the State of Illinois into the State of Minnesota, and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: "From Hi-Ball C. & V. Co. Chicago," and was invoiced, "20 Hprs New Potatoes."

Adulteration of the article was alleged in the libel for the reason that old potatoes had been substituted wholly or in part for new potatoes, which the article purported to be.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article, and for the further reason that it was in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On July 16, 1923, no claimant having appeared for the property and the United States attorney having filed an affidavit to the effect that the product was decomposed, it was ordered by the court that the said product be destroyed by the United States marshal.

HOWARD M. GORE, *Secretary of Agriculture.*

12442. Misbranding of oil. U. S. v. 20 Cans, et al., of Oil. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 17476. I. S. Nos. 1835-v, 1839-v, 1840-v. S. No. E-4371.)

On April 26, 1923, the United States attorney for the District of New Hampshire, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 48 cans of oil, at Manchester, N. H., alleging that the article had been shipped by the Aeolian Importing Corp. from Boston, Mass., on or about March 14, 1923, and transported from the State of Massachusetts into the State of New Hampshire, and charging misbranding in violation of the food and drugs act as amended. A portion of the article was labeled in part: "Adriatic Brand Superior Quality Oil * * * Net Contents One Gallon" (or "Net Contents one Quart"). The remainder of the said article was labeled in part: "Extra Fine Oil * * * Splendor Brand Vegetable Oil * * * Net Contents 1 Gallon."

Misbranding of the article was alleged in substance in the libel for the reason that the statements, to wit, "Net Contents One Gallon," "Net Contents One Quart," and "Net Contents 1 Gallon," appearing on the labels of the respective-sized cans containing the article, were false and misleading in that they represented that the said cans contained 1 gallon net or 1 quart net, as the case might be, of the said article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said cans contained 1 gallon net or 1 quart net, as the case might be, whereas, in truth and in fact, the said cans did not contain 1 gallon or 1 quart, as the case might be, of the said article, but did contain less amounts. 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 package, since the quantities stated were not correct.

On July 24, 1923, 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 sold by the United States marshal.

HOWARD M. GORE, *Secretary of Agriculture.*