

labels of the respective articles, were false and misleading, in that the said statements represented that the articles consisted wholly of apple-raspberry flavor jelly, apple jelly, apple-cherry flavor jelly, apple-strawberry flavor jelly, or apple-blackberry flavor jelly, as the case might be, and for the further reason that they were labeled as aforesaid so as to deceive and mislead the purchaser into the belief that they consisted wholly of the above named jellies, whereas they did not but did consist in large part of pectin and sugar. Misbranding was alleged for the further reason that the articles were offered for sale and sold under the distinctive names of other articles.

On October 26, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100 and costs.

W. M. JARDINE, *Secretary of Agriculture.*

14456. Misbranding of cottonseed cake. U. S. v. 400 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20736. I. S. No. 3779-x. S. No. C-4921.)

On December 29, 1925, the United States attorney for the District of Kansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 400 sacks of cottonseed cake, remaining in the original unbroken packages at Onaga, Kans., alleging that the article had been shipped by the Dallas Oil & Refining Co., from Dallas, Tex., on or about December 7, 1925, and transported from the State of Texas into the State of Kansas, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Cotton Seed Meal And Cake. Protein not less than 43%."

Misbranding of the article was alleged in the libel for the reason that the statement "Protein not less than 43%," borne on the label, was false and misleading and deceived and misled the purchaser to believe that the said article contained not less than 43 per cent of protein, when, in truth and in fact, it contained a much less amount.

On January 11, 1926, the Dallas Oil & Refining Co., Dallas, Tex., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation 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 \$750, conditioned in part that it be relabeled to show the true contents.

W. M. JARDINE, *Secretary of Agriculture.*

14457. Misbranding of cottonseed meal. U. S. v. 100 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20765. I. S. No. 3807-x. S. No. C-4929.)

On January 14, 1926, the United States attorney for the District of Kansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 100 sacks of cottonseed meal, remaining in the original unbroken packages at Osborne, Kans., alleging that the article had been shipped by the Planters Cottonseed Products Co., from Dallas, Tex., on or about December 21, 1925, and transported from the State of Texas into the State of Kansas, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "43% Protein Cottonseed Meal."

Misbranding of the article was alleged in the libel for the reason that the statement "43% Protein," borne on the labels, was false and misleading and deceived and misled the purchaser into the belief that the said article contained not less than 43 per cent of protein, when, in truth and in fact, it contained a much less amount.

On March 19, 1926, the Farmers Union Cooperative Assoc., Osborne, Kans., having appeared as claimant for the property 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 \$250, conditioned in part that it be relabeled to show its true contents.

W. M. JARDINE, *Secretary of Agriculture.*