

January 31, February 13, and February 15, 1929, from the State of Georgia into the State of Florida; and on or about October 15, 1928, from the State of Georgia into the State of Alabama, of quantities of cottonseed meal which was adulterated and misbranded. The article was labeled in part, variously: "Second Class Cotton Seed Meal Manufactured by Planters Oil Co., Albany, Ga. Analysis [or "Guaranteed Analysis"] Ammonia (Actual & Potential) 7.00% (Equivalent to Protein 36.00%);" "Standard Cotton Seed Meal Guaranteed Analysis Ammonia 7.00% Protein 36.00% * * * Fibre 14.00% * * * Manufactured by Planters Oil Co., Albany, Ga.;" "Choice-Prime 'Dixie Brand' * * * Guaranteed Analysis Min. Protein 41.12;" "Nina Columbus Brand Cotton Seed Meal * * * Guaranteed Analysis Protein (minimum) 36.00 * * * Fibre (maximum) 14.00%."

It was alleged in substance in the informations that the article was adulterated in that certain substances had been substituted for cottonseed meal, labeled as above, which the said articles purported to be, namely, a cottonseed meal containing less than 41.12 per cent of protein had been substituted for the said Dixie brand cottonseed meal; a cottonseed feed containing less than 7 per cent of ammonia—the equivalent of 36 per cent of protein—had been substituted for the said second-class cottonseed meal; a cottonseed feed containing less than 36 per cent of protein and less than 7 per cent of ammonia and more than 14 per cent of fiber had been substituted for the said standard cottonseed meal; and a cottonseed feed containing less than 36 per cent of protein and more than 14 per cent of fiber, had been substituted for the said Nina Columbus brand cottonseed meal.

Misbranding was alleged in substance for the reason that the statements, to wit, "Guaranteed Analysis Min. Protein 41.12%," "Cotton Seed Meal * * * Guaranteed Analysis Ammonia (actual & Potential) 7.00% (Equivalent to Protein 36.00%)," "Cotton Seed Meal * * * Analysis Ammonia (Actual & Potential) 7.00% (Equivalent to Protein 36.00%)," "Standard Cotton Seed Meal Guaranteed Analysis Ammonia 7.00% * * * Protein 36.00%, Fibre 14.00%," and "Cotton Seed Meal * * * Guaranteed Analysis Protein (Minimum) 36% * * * Fibre (maximum) 14.00%," borne on the tags attached to the sacks containing the respective lots of the said article, were false and misleading in that the said statements represented that the article was cottonseed meal containing the amount of protein and ammonia declared on the label, and with respect to a portion of the article not more than 14 per cent of fiber, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was cottonseed meal containing the amount of protein and ammonia declared on the label and that a portion of the article contained not more than 14 per cent of fiber, whereas the said Dixie brand was a cottonseed meal containing less than 41.12 per cent of protein, and the remainder of the article was not cottonseed meal, but was a cottonseed feed containing less protein and ammonia than declared, and the said standard meal and Nina Columbus brand meal contained more than 14 per cent fiber. Misbranding was alleged with respect to the products, with the exception of the Dixie brand, for the further reason that it was offered for sale under the distinctive name of another article, to wit, cottonseed meal.

On April 10, 1930, a plea of nolo contendere to each information was entered on behalf of the defendant company, and the court imposed fines totaling \$350.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17331. Adulteration of butter. U. S. v. 27 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 24810. I. S. No. 036389. S. No. 3152.)

On or about May 20, 1930, 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 a libel praying seizure and condemnation of 27 tubs of butter, remaining in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Spearfish Creamery Cooperative, from St. Onge, S. Dak., April 29, 1930, and transported from the State of South Dakota into the State of Illinois, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a substance deficient in butterfat 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 the said article. Adulteration was alleged for the further reason

that the article was deficient in butterfat, in that it contained less than 80 per cent of butterfat.

On May 22, 1930, the Land O'Lakes Creameries (Inc.), Chicago, Ill., 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 costs and the execution of a bond in the sum of \$500, conditioned in part that it be reworked under the supervision of this department.~~

ARTHUR M. HYDE, *Secretary of Agriculture.*

17332. Adulteration of grapefruit. U. S. v. 360 Boxes, et al., of Grapefruit. Product released under bond to be salvaged. (F. & D. No. 24843. I. S. Nos. 018526, 018527. S. No. 2880.)

On February 12, 1930, the United States attorney for the District of Utah, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying seizure and condemnation of 720 boxes of grapefruit, remaining in the original unbroken packages at Salt Lake City, Utah, alleging that the article had been shipped by the Sprowl Fruit Co., from Mission, Tex., in part on or about February 1, 1930, and in part on or about February 3, 1930, and transported from the State of Texas into the State of Utah, and charging adulteration in violation of the food and drugs act. The article was labeled in part: "Packed and Shipped by Sprowl Fruit Co., Mission, Texas."

It was alleged in the libels that the article was adulterated in that it consisted in whole or in part of a decomposed vegetable product; in that frost-damaged fruit had been substituted for edible citrus fruit, which the article purported to be; and in that a valuable constituent, juice, had been wholly or in part abstracted from the article.

On February 21, 1930, E. V. Sprowl, Mission, Tex., claimant, having admitted the allegations of the libels and having paid costs and executed bonds totaling \$3,000, conditioned upon compliance with the orders of the court, decrees were entered ordering that the product be released to the said claimant to be salvaged under the supervision of this department, and the frost-damaged and adulterated fruit destroyed or disposed of according to the regulations of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17333. Adulteration of butter. U. S. v. 5 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 24796. I. S. No. 022749. S. No. 3006.)

On March 14, 1930, the United States attorney for the Northern District of California, 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 5 cubes of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by Swift & Co., from Twin Falls, Idaho, March 7, 1930, and transported from the State of Idaho into the State of California, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a product containing less than 80 per cent of milk fat had been substituted for butter, which the said article purported to be.

On March 25, 1930, Swift & Co., San Francisco, Calif., 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 costs and the execution of a bond in the sum of \$250, conditioned in part that it be made to conform with the Federal food and drugs act, under the supervision of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

17334. Adulteration of butter. U. S. v. 24 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 24827. I. S. No. 030638. S. No. 3083.)

On or about April 9, 1930, 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 a libel praying seizure and condemnation of 24 tubs of butter, remaining in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the