

that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 43 per cent of protein, whereas, in fact and in truth, the said article contained less than 43 per cent of protein.

On May 16, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

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

**10623. Adulteration and misbranding of red kidney beans. U. S. \* \* \* v. 181 Cases \* \* \* and 14 Cases of Alleged Kidney Beans. Default decrees of condemnation, forfeiture, and destruction or sale. (F. & D. Nos. 12171, 12223. I. S. Nos. 8881-r, 8885-r. S. Nos. C-1755, C-1814.)**

On February 19 and March 3, 1920, respectively, the United States attorney for the District of Minnesota, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels for the seizure and condemnation of 181 cases and 14 cases of alleged kidney beans, at St. Paul and Rochester, Minn., respectively, alleging that the article had been shipped by George Van Camp & Sons Co., from Westfield, Ind., in part on or about September 13, 1919, and in part on or about October 20, 1919, and transported from the State of Indiana into the State of Minnesota, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: (Can) "George Van Camp's Red Kidney Beans" (or "Special Red Kidney Beans") "\* \* \* Packed by George Van Camp & Sons Co., Westfield, Indiana."

Adulteration of the article was alleged in the libels for the reason that long cranberry beans had been mixed and packed with and substituted wholly or in part for the said article.

Misbranding was alleged in substance for the reason that the statement, "Red Kidney Beans," appearing on the label of the cans containing the article, was false and misleading when applied to long cranberry beans; and for the further reason that the article was an imitation of, and was offered for sale under the distinctive name of, another article.

On May 1, 1922, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and on May 5, 1922, amended decrees were filed providing for the condemnation and forfeiture of the product and ordering that it be destroyed by the United States marshal, or sold by said marshal if such sale could be effected, to a consumer or other person who would not place the said product upon the market for sale.

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

**10624. Misbranding of cracked cottonseed feed. U. S. \* \* \* v. Southland Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$50. (F. & D. No. 12289. I. S. No. 10872-r.)**

On August 25, 1920, the United States attorney for the Northern District of Texas, 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 Southland Cotton Oil Co., a corporation, Waxahachie, Tex., alleging shipment by said company, on or about September 13, 1918, in violation of the Food and Drugs Act, as amended, from the State of Texas into the State of Kansas, of a quantity of cracked cottonseed feed which was misbranded. The article was labeled in part: "100 Lbs. Net Cracked Cotton Seed Feed No. 5 \* \* \* Manufactured By Southland Cotton Oil Co. Waxahachie, Texas \* \* \*"

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained 36.31 per cent of protein and 15.06 per cent of crude fiber. Examination of 27 sacks by said bureau showed that the average net weight of the sacks examined was 98.3 pounds.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "100 Lbs. Net" and "Guaranteed Analysis: Protein (not less than) 38.5-10% \* \* \* Crude Fiber (not more than) 14%," borne on the tags attached to the sacks containing the article, regarding the said article and the ingredients and substances contained therein, were false and misleading in that they represented that each of the said sacks contained not less than 100 pounds of the article and that the said article contained not less than 38.5 per cent of protein and not more than 14 per cent of crude fiber, 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 sacks contained not less than 100 pounds of the article, and that it contained not less than 38.5 per cent of protein and not more than 14 per cent of crude fiber,