

Misbranding was alleged in substance for the reason that the statement "Pure Cider Vinegar made from Apples * * *," appearing in the labeling of the article, was false and misleading, and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was an imitation of and offered for sale under the distinctive name of another article, "Pure Cider Vinegar Made from Apples."

On August 3, 1922, the Brocton Products Co., Brocton, N. Y., claimant, having admitted the allegations of the libels, with the exception of the allegations which charge adulteration, and having consented to the entry of a decree, judgment of the court was entered, declaring the product to be adulterated and ordering its condemnation and providing that it be released to the said claimant, upon payment of the costs of the proceedings and the execution of a bond in the aggregate sum of \$1,500, in conformity with section 10 of the act.

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

10790. Misbranding of cottonseed cake and meal. U. S. v. Harry W. Sheckley, et al (Industrial Cotton Oil Properties). Plea of guilty. Fine, \$25. (F. & D. No. 14904. I. S. No. 18818-r.)

On May 29, 1922, the United States attorney for the Western 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 Harry W. Sheckley, William O. Thompson, and Cecil O. Phillips, all of New York, N. Y., Herbert E. Wells, Columbia, S. C., and Elliott B. Church, Boston, Mass., trading under the name of Industrial Cotton Oil Properties, Seguin, Tex., alleging shipment by said defendants, in violation of the Food and Drugs Act, on or about January 29, 1920, from the State of Texas into the State of Kansas, of a quantity of Rabbitfoot Brand cottonseed cake and meal which was misbranded.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed the presence of 41.43 per cent of crude protein.

Misbranding of the article was alleged for the reason that the statement "Guaranteed Analysis—Protein not less than 43%," borne on the tags attached to the sacks containing the article, regarding the article and the ingredients and substances contained therein, was false and misleading, in that it represented that the article contained not less than 43 per cent of protein, and for the further reason that the said article was labeled as aforesaid so as to mislead the purchaser into the belief that it contained not less than 43 per cent of protein, whereas, in truth and in fact, it did contain less than 43 per cent of protein, to wit, 41.43 per cent of protein.

On June 8, 1922, a plea of guilty to the information was entered on behalf of the defendants, and the court imposed a fine of \$25.

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

10791. Adulteration and misbranding of olive oil. U. S. v. 1 Barrel of Olive Oil. Decree of condemnation. Product released on bond. (F. & D. No. 15301. I. S. No. 12151-t. S. No. E-3520.)

On August 5, 1921, 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 for the seizure and condemnation of 1 barrel of olive oil, at Somersworth, N. H., alleging that the article had been shipped on or about May 7, 1921, by the Alpha Importing Co., New York, N. Y., and transported from the State of New York into the State of New Hampshire, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended.

Adulteration of the article was alleged in the libel for the reason that cottonseed oil had been mixed and packed therewith and substituted wholly or in part for olive oil, and for the further reason that it had been mixed in a manner whereby damage or inferiority was concealed.

Misbranding was alleged for the reason that the article purporting to be olive oil and offered for sale as such was an imitation of and offered for sale under the distinctive name of another article, 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.

On August 29, 1921, James Kirkes, claimant, having filed a bond in the sum of \$100, in conformity with section 10 of the act, it was ordered by the court that the product might be released to said claimant, upon the payment of the costs of the proceedings, and upon condition that the product be so branded and marked as to show compliance with the provisions of the Food and Drugs Act if again offered for sale.

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