

11426. Misbranding and alleged adulteration of vinegar. U. S. v. 51 Barrels of Vinegar. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 16985. I. S. No. 3918-v. S. No. C-2937.)

On November 18, 1922, 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 the seizure and condemnation of 51 barrels of vinegar, remaining unsold in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Powell Corp., from Canandaigua, N. Y., October 19, 1922, and transported from the State of New York into the State of Illinois, and charging adulteration and misbranding in violation of the Food and Drugs Act.

Adulteration of the article was alleged in the libel for the reason that a substance made from evaporated or dried apple products had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and had been substituted wholly or in part for vinegar.

Misbranding of the article was alleged for the reason that the barrels containing the article bore a label as follows, to wit, "Pure Cider Vinegar Made From Apples Reduced To 4% * * * Man'd By The Powell Corp Canandaigua, N. Y.," which said label was false and misleading and deceived and misled the purchaser in that the said article did not contain pure cider vinegar, but contained distilled vinegar and a substance made from evaporated or dried apple products. Misbranding was alleged for the further reason that the article was an imitation of and sold under the distinctive name of another food product.

On April 16, 1923, the Powell Corp., Canandaigua, N. Y., claimant, having admitted the material allegations of the libel and consented to the entry of a decree, judgment of the court was entered finding the product to be misbranded and ordering its condemnation, and it was further 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 \$1,000, in conformity with section 10 of the act, conditioned in part that it be relabeled in accordance with its composition, under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11427. Adulteration and misbranding of cottonseed meal. U. S. v. 143 Sacks of Cottonseed Meal. Consent decree providing for release of the product under bond. (F. & D. No. 17173. I. S. No. 1296-v. S. No. E-4282.)

On January 20, 1922, the United States attorney for the District of Maryland, 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 143 sacks of cottonseed meal, remaining in the original unbroken packages at Boyds, Md., consigned on or about December 4, 1922, alleging that the article had been shipped by the Eastern Cotton Oil Co., from Richmond, Va., and transported from the State of Virginia into the State of Maryland, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Perfection Cotton Seed Meal 100 Lbs. Net Manufactured By Eastern Cotton Oil Company Edenton, N. C."

Adulteration of the article was alleged in the libel for the reason that a substance low in protein, ammonia, had been mixed and packed with and substituted in whole or in part for the said article.

Misbranding was alleged for the reason that the statements borne on the sacks containing the article, "Perfection Cotton Seed Meal * * * Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00% * * * Ingredients—Made from Upland Cotton Seed," were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was an imitation of and was offered for sale under the distinctive name of another article.

On February 28, 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 destroyed by the United States marshal. Thereafter Gambrill & Carlin, Inc., Boyds, Md., having intervened as claimant in the interest of the Eastern Cotton Oil Co., Edenton, N. C., and having admitted the allegations of the libel with respect to the misbranding of the product and having alleged that the misbranding was the result of a mistake, judgment of the court was entered ordering that the product be released to the said claimant upon payment of the costs of the proceedings and the execution