

Adulteration of the article was alleged in the libel for the reason that excessive moisture had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength, for the further reason that a product deficient in butterfat had been substituted wholly or in part for the said article, and for the further reason that a valuable constituent, butterfat, had been wholly or in part abstracted from the said article.

On July 17, 1923, the Makins Produce Co. having appeared as claimant for the property and 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 \$3,000, in conformity with section 10 of the act, conditioned in part that it be made to conform with the law under the supervision of this department.

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

11955. Adulteration and misbranding of cottonseed meal. U. S. v. 100 Sacks of Cottonseed Meal. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 16990. I. S. No. 3189-v. S. No. E-4228.)

On or about November 22, 1922, the United States attorney for the Southern District of Florida, 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 100 sacks of cottonseed meal, remaining unsold in the original unbroken packages at Jacksonville, Fla., consigned by the Buckeye Cotton Oil Co., from Macon, Ga., alleging that the article had been shipped from Macon, Ga., on or about October 25, 1922, and transported from the State of Georgia into the State of Florida, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "100 Lbs. Net * * * Cottonseed Meal Guarantee Protein 36.00%."

Adulteration of the article was alleged in the libel for the reason that a substance deficient in protein had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted in whole or in part for the said article.

Misbranding of the article was alleged for the reason that it was labeled, "Cottonseed Meal Guaranteed Protein 36.00%," which statement was false and misleading and deceived and misled the purchaser, since the said article was deficient in protein.

On January 30, 1923, the Buckeye Cotton Oil Co., Macon Ga., claimant, having admitted the allegations of the libel as to the mislabeling of the product but claiming that the mislabeling was unintentional, a decree of the court was entered ordering the condemnation of the said product, and it was further ordered by the court that the product might be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with section 10 of the act.

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

11956. Misbranding of olive oil. U. S. v. Nicholas V. Deligiannis and Antonios V. Deligiannis (Deligiannis Bros.). Pleas of guilty. Fine, \$200. (F. & D. No. 16232. I. S. Nos. 239-t, 240-t, 3518-t, 3519-t, 3520-t, 3521-t, 3522-t.)

On July 9, 1923, 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 an information against Nicholas V. Deligiannis and Antonios V. Deligiannis, copartners, trading as Deligiannis Bros., Chicago, Ill., alleging shipment by said defendants, in violation of the Food and Drugs Act, as amended, in various consignments, namely, on or about April 2, August 26, and September 13, 1921, from the State of Illinois into the State of Minnesota, and on or about August 3 and 26, 1921, from the State of Illinois into the State of Indiana, of quantities of olive oil which was misbranded. The article was labeled in part: (Cans) "Net Contents One Pint" (or "One Quart" or "Two Quarts") " * * * Pure Olive Oil * * * Universal Brand * * * Imported And Packed By Deligiannis Brothers Chicago, Ill."

Examination by the Bureau of Chemistry of this department of samples taken from the various consignments showed that the said cans contained less than the quantities declared on the respective labels.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Net Contents One Pint," "Net Contents One Quart," and "Net Contents Two Quarts," borne on the respective-sized cans containing the said article, were false and misleading in that they represented that each of the said cans contained 1 pint, 1 quart, or 2 quarts net of the article, as the case might be, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said cans contained 1 pint, 1 quart, or 2 quarts net of the said article, as the case might be, whereas the said cans did not contain the amounts declared on the labels but did contain less amounts. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On October 26, 1923, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$200.

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

11957. Misbranding of olive oil. U. S. v. James Mallars, Harry Kokenes, Thomas Kokenes, and Samuel T. Mallars (Nasiacos Importing Co.). Plea of guilty. Fine, \$200. (F. & D. No. 16413. I. S. Nos. 3593-t, 9452-t, 13891-t, 13892-t, 14110-t.)

On July 1, 1923, 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 an information against James Mallars, Harry Kokenes, Thomas Kokenes, and Samuel T. Mallars, copartners, trading as the Nasiacos Importing Co., Chicago, Ill., alleging shipment by said defendants, in violation of the Food and Drugs Act, as amended, from the State of Illinois, in various consignments, namely, on or about October 29, 1921, into the State of Colorado, on or about December 10, 1921, into the State of Minnesota, on or about December 13, 1921, into the State of South Carolina, and on or about January 11, 1922, into the State of Wyoming, of quantities of olive oil which was misbranded. A portion of the article was labeled in part: "Contents 1/4 Gallon * * * Athlete Brand Pure Olive Oil * * * Nasiacos Importing Co., Chicago, Ill.;" Athlete Brand * * * Pure Olive Oil Contents 1/8 Gallon * * * Nasiacos Importing Co., Chicago." The remainder of the article was labeled in part: (Can) "Athlete Club * * * Guaranteed Finest Quality Pure Olive Oil Contents 1/2 Gallon."

Examination by the Bureau of Chemistry of this department of samples taken from each of the consignments showed that the said cans contained less than the quantities declared on the labels.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Contents 1/4 Gallon," "Contents 1/8 Gallon," and "Contents 1/2 Gallon," borne on the respective-sized cans containing the said article, were false and misleading in that they represented that each of the said cans contained one-quarter gallon, one-eighth gallon, or one-half gallon of the article, as the case might be, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said cans contained one-quarter gallon, one-eighth gallon, or one-half gallon of the article, as the case might be, whereas each of the said cans did not contain the amount declared on the label thereof but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On October 26, 1923, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$200.

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

11958. Adulteration and misbranding of butter. U. S. v. Armour & Co., a Corporation. Plea of nolo contendere. Fine, \$180. (F. & D. No. 17520. I. S. Nos. 8124-v, 8676-v, 8680-v, 8681-v, 8683-v, 8684-v, 8689-v.)

On October 9, 1923, 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 an information against Armour & Co., a corporation, trading at San Francisco, Calif., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, in various consignments, namely, on or about February 14, 16, 20 (three consignments), and 27, and March 7, 1923, respectively, from the State of California into the Territory of Hawaii, of quantities of butter, a portion of which