

and packed with and 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.

Misbranding was alleged for the reason that the article was an imitation of or 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 packages, since the statement made was not correct. Misbranding was alleged for the further reason that the statement, "3 Pounds Net," was false and misleading and deceived and misled the purchaser.

On June 19, 1924, the Sugar Creek Creamery Co., Danville, Ill., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered on the ground that the product was misbranded, and it was ordered by the court that the said product be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$200, in conformity with section 10 of the act, conditioned in part that it be reworked under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*

**12438. Adulteration of frozen cherries. U. S. v. 29 Full Barrels of Frozen Cherries. Decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 18776. I. S. No. 2975-v. S. No. E-4862.)

On June 6, 1924, the United States attorney for the Eastern District of Pennsylvania, 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 29 full barrels of frozen cherries remaining in the original unbroken packages at Philadelphia, Pa., consigned by the New York Canning Crops Assoc., Rochester, N. Y., alleging that the article had been shipped from Rochester, N. Y., on or about April 3, 1924, and transported from the State of New York into the State of Pennsylvania, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Tag on barrel) "Frozen Cherries Perishable Please Rush Delivery Keep In A Cool Place \* \* \* From New York Canning Crops Cooperative Association, Inc. \* \* \* Rochester, N. Y."

Adulteration of the article was alleged in the libel for the reason that it consisted in whole or in part of a filthy, decomposed, or putrid vegetable substance.

On August 7, 1924, Thomas E. Wright having appeared as claimant for the property, 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 \$1,000, in conformity with section 10 of the act, conditioned in part that it be reconditioned under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*

**12439. Adulteration and misbranding of jelly. U. S. v. 80 Cases of Jelly. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 17664. I. S. No. 3321-v. S. No. E-4449.)

On or about July 30, 1923, 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 80 cases, each containing 4 dozen jars, of jelly, remaining in the original unbroken packages at Jacksonville, Fla., alleging that the article had been shipped by the Gibbs Preserving Co., from Baltimore, Md., on or about June 7, 1923, and transported from the State of Maryland into the State of Florida, and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: "Gibbs' Bull Head Brand Apple Jelly 6 Oz. Net Weight Gibbs Preserving Co. Baltimore Md."

Adulteration of the article was alleged in the libel for the reason that a substance, to wit, pectin, had been mixed and packed with the said article so as to lower and reduce and injuriously affect its quality and strength, and for the further reason that pectin jelly had been substituted in whole or in part for the said article.

Misbranding was alleged for the reason that the article was labeled, "Apple Jelly 6 Oz. Net Weight," which said statements were false and misleading and deceived and misled the purchaser, since the article consisted of pectin jelly and the tumblers contained less than 6 ounces of the said article. Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article, to wit, apple jelly, 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, since the quantity stated was not correct.

On September 6, 1923, the Gibbs Preserving Co., Baltimore, Md., 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 the costs of the proceedings and the execution of a bond in the sum of \$512, in conformity with section 10 of the act.

HOWARD M. GORE, *Secretary of Agriculture.*

**12440. Adulteration and misbranding of cottonseed meal. U. S. v. The Buckeye Cotton Oil Co., a Corporation. Plea of guilty. Fine, \$50.** (F. & D. No. 17795. I. S. Nos. 303-v, 3292-v.)

On February 2, 1924, the United States attorney for the Southern District of Georgia, 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 Buckeye Cotton Oil Co., a corporation, Augusta, Ga., alleging shipment by said company, in violation of the food and drugs act, on or about November 14, 1922, from the State of Georgia into the State of Connecticut, and on or about January 31, 1923, from the State of Georgia into the State of South Carolina, of quantities of cottonseed meal, a portion of which was misbranded and the remainder of which was adulterated and misbranded. A portion of the article was labeled in part: (Tag) "Surety Brand Cotton Seed Meal \* \* \* Guarantee Protein Not less than 36.00 per cent Equivalent to Ammonia 7.00 per cent \* \* \* Fibre Not more than 14.00 per cent." The remainder of the said article was labeled in part: (Tag) "Cottonseed Meal Manufactured By The Buckeye Cotton Oil Company Augusta, Georgia \* \* \* 36.00 Per Cent Protein C/S Meal Good Quality \* \* \* Guaranteed Analysis Protein 36.00%, \* \* \* Fibre 12.00%."

Analysis by the Bureau of Chemistry of this department of a sample of the article consigned November 14, 1922, showed that it contained 34.44 per cent of protein, 6.70 per cent of ammonia, and 14.44 per cent of fiber. Analysis by said bureau of a sample from the remaining consignment showed that it contained 34.94 per cent of protein and 13.70 per cent of fiber and that it was inferior to good quality cottonseed meal.

Adulteration of the product consigned January 31, 1923, was alleged in the information for the reason that a product inferior to a good quality cottonseed meal had been substituted for good quality cottonseed meal, which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Guaranteed Protein Not less than 36.00 per cent Equivalent to Ammonia 7.00 per cent \* \* \* Fibre Not more than 14.00 per cent," borne on the tags attached to the sacks containing the product consigned November 14, 1922, and the statements, to wit, "C/S Meal Good Quality," "Guaranteed Analysis Protein 36.00% \* \* \* Fibre 12.00%," borne on the sacks containing the product consigned January 31, 1923, were false and misleading in that the said statements represented that the former product contained not less than 36 per cent of protein, the equivalent of 7 per cent of ammonia, and contained not more than 14 per cent of fiber, and that the latter product was good quality cottonseed meal and contained not less than 36 per cent of protein and not more than 12 per cent of fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the former product contained not less than 36 per cent of protein, the equivalent of 7 per cent of ammonia, and contained not more than 14 per cent of fiber, and that the latter product was good quality cottonseed meal and contained not less than 36 per cent of protein and not more than 12 per cent of fiber, whereas, in truth and in fact, the article contained less protein and more fiber than was declared on the respective labels, and the product consigned January 31, 1923, was not good quality cottonseed meal but did consist of a product inferior to good quality cottonseed meal.