

Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 38 small packages and 94 large packages of Nunn's Black Oil Healing Compound remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by Dr. Nunn's Black Oil Co. from Salt Lake City, Utah, in various consignments, namely, in part during the year 1918 and in part on the respective dates of September 22 and October 26, 1921, and transported from the State of Utah into the State of California, and charging misbranding in violation of the food and drugs act as amended.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it consisted of a mixture of a sulphureted vegetable oil and kerosene.

Misbranding of the article was alleged in the libels for the reason that the following statements, appearing in the labeling, (label, small and large sizes) "A Safe, Speedy, Reliable Relief for * * * Fistulas, Withers, Poll Evil, * * * Scalded Heads on Children, Skin Eruptions, also Colic * * * Coughs and Distemper in Horses and Cattle, Roup in Chickens, etc.," (label, large size, additional) "Coughs * * * and Colic, one ounce every three hours is the usual effective dose * * * Colic * * * Ninety per cent of cases are cured in twenty minutes; then quit," (circular, both sizes) Teamster's Safeguard * * * Horse Coughing * * * Horse got Distemper, Pink Eye, etc. * * * Horse got Colic, * * * Chicken got Roup * * * Stallions, give on tongue * * * during season * * * Get well acquainted with the workings of this medicine * * * and remember anything on man or beast that has a sore of any description. The Black Oil Is Your Doctor try it and be convinced * * * Don't Let Your Chickens Die With Avian Diphtheria Known as Chicken Roup * * * While Avian Diphtheria is entirely different from the human form, cases are recorded where children have contracted serious and even fatal sore throat from this source. * * * Don't waste any time. Catch the fowl and give half teaspoonful to each chicken diseased in mouth, and smear the whole head, once a day, for three days with Dr. Nunn's Black Oil Healing Compound," were false and fraudulent in that the said article contained no ingredients or combination of ingredients capable of producing the curative and therapeutic effects claimed.

On August 12, 1924, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product be destroyed by the United States marshal.

HOWARD M. GORE, *Secretary of Agriculture.*

12545. Misbranding and alleged adulteration of red kidney beans. U. S. v. 20 Cases, More or Less, of Kidney Beans et al. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 12153, 12154, 12155, 12156, 12157. I. S. Nos. 8313-r, 8316-r, 8317-r, 8318-r, 8574-r. S. Nos. C-1720, C-1721, C-1722, C-1727, C-1733.)

On February 16, 1920, 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 libels praying the seizure and condemnation of 196 cases of kidney beans, in part at Chicago, Ill., and in part at LaSalle, Ill., alleging that the article had been shipped by George Van Camp & Sons Co. from Westfield, Ind., between the dates of September 17 and December 24, 1919, and transported from the State of Indiana 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 libels for the reason that long cranberry beans had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and had been substituted in whole or in part for red kidney beans.

Misbranding was alleged in substance for the reason that the statements, to wit, "Geo. Van Camp's Red Kidney Beans Contents 1 Lb. 4 Oz. Packed by Geo. Van Camp & Sons Co., Westfield, Ind.," appearing on the cases and cans containing the article, were false and misled and deceived the purchaser in that they represented that the said article was red kidney beans, whereas, in truth and in fact, the said cases and cans contained long cranberry beans. Misbranding was alleged for the further reason that the article was an imitation of and sold under the distinctive name of another food product, to wit, red kidney beans.

On July 15, 1924, default decrees were entered, condemning the product as being misbranded and ordering its forfeiture and destruction, and it was further ordered by the court that costs should be assessed against the claimant, the George Van Camp & Sons Co.

HOWARD M. GORE, *Secretary of Agriculture.*

12546. Misbranding of cottonseed meal. U. S. v. 130 Bags of Cottonseed Meal. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 18291. I. S. No. 13707-v. S. No. E-4719.)

On February 11, 1924, the United States attorney for the Middle 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 130 bags of cottonseed meal remaining in the original unbroken packages at Hanover, Pa., alleging that the article had been shipped by the Eastern Cotton Oil Co. from Hertford, N. C., on or about November 19, 1923, and transported from the State of North Carolina into the State of Pennsylvania, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: "Perfection Cotton Seed Meal 100 Lbs. Net Manufactured By Eastern Cotton Oil Company Elizabeth City, N. C. Guarantee Protein not less than 41.00%. Equivalent to Ammonia 8.00%."

Misbranding of the article was alleged in the libel for the reason that the label bore statements regarding the article and the ingredients and substances contained therein, to wit, "100 Lbs. Net * * * Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00%," which were false and misleading and deceived and misled the purchaser in that the article contained less than 41 per cent of protein, equivalent to 8 per cent of ammonia. 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 package.

On April 9, 1924, the West Manheim United Farmers Assoc., Hanover, Pa., 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 \$500, in conformity with section 10 of the act, conditioned in part that the product be relabeled under the supervision of this department.

HOWARD M. GORE, *Secretary of Agriculture.*

12547. Misbranding of olive oil. U. S. v. 8 Cans, et al., of Olive Oil. Default decrees of condemnation, forfeiture, and sale. (F. & D. Nos. 17213, 17214. I. S. Nos. 2616-v, 2617-v, 2618-v. S. Nos. E-4288, E-4289.)

On January 22, 1923, the United States attorney for the Middle District of Pennsylvania, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 8 cans, each purporting to contain $\frac{1}{2}$ gallon, and 59 cans, each purporting to contain 1 quart, of olive oil, remaining in the original unbroken packages in part at Hazleton, Pa., and in part at Berwick, Pa., alleging that the article had been shipped by Rocco Perretta Co., Utica, N. Y., in two consignments, namely, on or about November 17 and November 18, 1922, respectively, and transported from the State of New York into the State of Pennsylvania, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Can) "Olio d'Oliva Puro Sopraffino Aurora Brand One Quart Net (or "Half Gallon Net") Rocco Perrett Co."

Misbranding of the article was alleged in the libels for the reason that the statements, "One Quart Net," and "Half Gallon Net," appearing on the respective sized cans containing the article, were false and misleading and deceived and misled the purchaser in that the said cans contained less than 1 quart net or one-half gallon net, as the case might be, of the said article. 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, since the statements made were not correct.