

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.