

of a bond in the sum of \$2,000, in conformity with section 10 of the act, conditioned in part that it be properly labeled.

W. M. JARDINE, *Secretary of Agriculture.*

12881. Adulteration and misbranding of cottonseed meal. U. S. v. 150 Bags of Cottonseed Meal. Decree entered ordering product released under bond to be relabeled. (F. & D. No. 18920. I. S. No. 12718-v. S. No. E-4925.)

On August 20, 1924, 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 150 bags of cottonseed meal, consigned on or about February 19, 1924, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by the Eastern Cotton Oil Co., from Edenton, N. C., and transported from the State of North Carolina into the State of Maryland, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Supreme Cotton Seed Meal * * * Manufactured by Eastern Cotton Oil Company Edenton, N. C. Guarantee Protein not less than 36.00% Equivalent to Ammonia 7.00% * * * Fibre not more than 14.00%."

Adulteration of the article was alleged in the libel for the reason that a substance low in protein (ammonia) and containing excessive fiber had been substituted wholly or in part for the said article and had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength.

Misbranding was alleged in substance for the reason that the statements "Supreme Cotton Seed Meal * * * Guarantee Protein not less than 36.00% Equivalent to Ammonia 7.00% * * * Fiber not more than 14.00%" were false and misleading and deceived and misled the purchaser, in that the said statements represented that the article contained 36 per cent of protein, equivalent to 7 per cent of ammonia, and contained not more than 14 per cent of fiber, whereas it contained less than 36 per cent of protein, less than the equivalent of 7 per cent of ammonia, and contained more than 14 per cent of fiber.

On September 10, 1924, the Eastern Cotton Oil Co., Edenton, N. C., having appeared as claimant for the property and having admitted the material allegations of the libel, 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 of a bond in the sum of \$800, in conformity with section 10 of the act, conditioned in part that it be properly labeled.

W. M. JARDINE, *Secretary of Agriculture.*

12882. Adulteration and misbranding of butter. U. S. v. 11 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 19184. I. S. No. 12872-v. S. No. E-5001.)

On November 5, 1924, the United States attorney for the Southern District of New York, 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 11 tubs of butter, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Madison [Fort Madison] Creamery Co., Fort Madison, Iowa, on or about October 11, 1924, and transported from the State of Iowa into the State of New York, 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 containing excessive moisture had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength and had been substituted in whole or in part for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been in whole or in part abstracted.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article.

On November 19, 1924, the Fort Madison Creamery Co., Fort Madison, Iowa, 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 \$250, in conformity with section 10 of the act, conditioned