

"10%," or "Meat Scrap Guaranteed Analysis Protein 50% Phos. Acid 10%," as the case might be, which were false and misleading and deceived and misled the purchaser, and for the further reason that the article was offered for sale under the distinctive name of another article. Misbranding was alleged with respect to a portion of the product for the further reason that it was food in package form and failed to bear a plain and conspicuous statement of the quantity of contents.

On April 6, 1927, the Beef By-Product Co., claimant, having admitted the allegations of the libels and having consented to the entry of decrees, judgments of condemnation and forfeiture were 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 bonds totaling \$250, conditioned in part that it be relabeled "100 Lbs. Net Nutrein Meat and Bone Scrap Guaranteed Analysis: Protein 47.9%, Fat 8%, Fibre 3%, Phos. Acid 11.7%."

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

5996. Adulteration of grapefruit. U. S. v. 1 Carload of Bulk Grapefruit. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21782. I. S. No. 12484-x. S. No. C-5417.)

On March 17, 1927, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 1 carload of bulk grapefruit, remaining unsold in the original car, consigned by F. N. Hicks, Thonotosassa, Fla., about March 11, 1927, alleging that the article had been shipped in interstate commerce from Thonotosassa, Fla., into the State of Ohio, and charging adulteration in violation of the food and drugs act.

Examination of the article by this department showed that it consisted in whole or in part of frost-damaged fruit.

It was alleged in the libel that the article was adulterated, in that it consisted of a decomposed vegetable substance.

On March 24, 1927, the I. N. Price Co., Cincinnati, Ohio, having appeared as claimant and having admitted the allegations of the libel, 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, conditioned in part that it be salvaged under the supervision of this department, removing all decomposed fruit for destruction.

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

5997. Misbranding of cottonseed meal and cottonseed cake. U. S. v. 300 Sacks of Cottonseed Meal and 100 Sacks of Cottonseed Cake. Consent decree of condemnation entered. Product released under bond. (F. & D. No. 21395. I. S. Nos. 12542-x, 12543-x. S. No. W-2044.)

On November 30, 1926, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 300 sacks of cottonseed meal and 100 sacks of cottonseed cake, remaining in the original unbroken packages at Denver, Colo, consigned by the Chillicothe Cotton Oil Co., Chillicothe, Tex., alleging that the articles had been shipped from Chillicothe, Tex., on or about October 26, 1926, and transported from the State of Texas into the State of Colorado, and charging misbranding in violation of the food and drugs act. The articles were labeled in part: "43% Protein Cracked Cottonseed Meal" (or "Cake") "Manufactured By Chillicothe Cotton Oil Company Chillicothe, Texas Guaranteed Analysis Crude Protein not less than 43.00 per cent."

It was alleged in the libel that the articles were misbranded, in that the statement "Guaranteed Analysis Crude Protein not less than 43.00 per cent," borne on the label, was false and misleading and deceived and misled the purchaser, since the said articles did not contain 43 per cent of protein.

On February 4, 1927, the Chillicothe Cotton Oil Co., Chillicothe, Tex., claimant, having admitted the allegations of the libel and consented to the entry of judgment of condemnation, and having executed a bond in the sum of \$500, conditioned that the products not be sold or otherwise disposed of contrary to the law, a decree was entered ordering that the said products be delivered to the claimant upon payment of the costs of the proceedings.

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