

and injuriously affect its quality and strength and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the designation "S. P. B. Blend" was false and misleading and deceived and misled the purchaser, and in that the article was offered for sale under the distinctive name of another article.

On September 7, 1926, the Cuban Coffee Mills, Shreveport, La., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered and it was ordered by the court that the product might be released to the said claimant upon payment of the costs of the proceedings and the execution of a good and sufficient bond, conditioned that it not be sold or otherwise disposed of contrary to law.

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

15217. Adulteration and misbranding of mixed frozen eggs. U. S. v. 344 Cans of Frozen Eggs. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21840. I. S. No. 19351-x. S. No. C-5454.)

On April 16, 1927, 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 a libel praying seizure and condemnation of 344 cans of mixed frozen eggs, remaining in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Wichita Ice & Cold Storage Co., from Wichita, Kans., in part February 26, 1927, and in part February 27, 1927, and transported from the State of Kansas 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 information for the reason that it consisted in whole or in part of a filthy, decomposed, and putrid animal substance.

Misbranding was alleged for the 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 23, 1927, Armour & Co., Chicago, Ill., 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 \$1,000, conditioned in part that the decomposed portion be removed therefrom under the supervision of this department.

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

15218. Misbranding of cottonseed meal. U. S. v. 400 Sacks of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20836. I. S. No. 3825-x. S. No. W-1661.)

On February 11, 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 400 sacks of cottonseed meal, remaining in the original unbroken packages at Swink, Colo., consigned by the Planters Cottonseed Products Co., Dallas, Tex., alleging that the article had been shipped from Dallas, Tex., on or about January 28, 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 article was labeled in part: "Texoma Brand Primer Cottonseed Cake and Meal * * * Guaranteed Analysis Protein not less than 43%. Texas Cake and Linter Company, Dallas, Texas."

Misbranding of the article was alleged in the libel for the reason that the statement "Guaranteed Analysis Protein not less than 43%" was false and misleading and deceived and misled the purchaser, since the said article did not contain 43 per cent of protein.

On July 6, 1927, the Planters Cottonseed Products Co., Dallas, Texas, 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 \$550, conditioned in part that it not be sold or otherwise disposed of contrary to law.

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