

and condemnation of 520 sacks of cottonseed cake, at Ringling, Okla., alleging that the article had been shipped by the Traders Oil Mill Co., from Fort Worth, Texas, on or about December 3, 1927, and transported from the State of Texas into the State of Oklahoma, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "\* \* \* 43 per cent protein cracked Cottonseed Cake \* \* \* Manufactured by Traders Oil Mill Co., Fort Worth, Texas, Guaranteed Analysis, Crude Protein, not less than 43 per cent."

It was alleged in the libel that the article was misbranded in that the statements, "43 per cent protein," and "Crude Protein not less than 43 per cent," borne on the label, were false and misleading and deceived and misled the purchaser.

On April 26, 1928, the product having been delivered to the claimant, the Traders Oil Mill Co., Fort Worth, Texas, under a bond in the sum of \$2,500, to be relabeled, and the said product having been relabeled to show the presence of 41 per cent of protein and to eliminate the words "43% protein," a decree was entered adjudging the product misbranded and ordering release of the said bond.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15703. Misbranding of olive oil. U. S. v. Nick Chulos, George Chulos, and George Koutsopanagos (Atlas Grocery Co.). Plea of guilty. Fine, \$100. (F. & D. No. 21567. I. S. Nos. 9390-x, 12329-x.)**

On April 13, 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 an information against Nick Chulos, George Chulos, and George Koutsopanagos, trading as the Atlas Grocery Co., Chicago, Ill., alleging shipment by said defendants, in violation of the food and drugs act as amended, on or about February 19, 1926, from the State of Illinois into the State of Indiana, and on or about June 12, 1926, from the State of Illinois into the State of Iowa, of quantities of olive oil, which was misbranded. The article was labeled in part: "Net Contents One Quart (or "Net Contents One Pint") Atlas Brand \* \* \* Pure Olive Oil \* \* \* Atlas Grocery Co., Chicago, Ill."

It was alleged in the information that the article was misbranded in that the statements, to wit, "Net Contents One Quart," and "Net Contents One Pint," borne on the respective sized cans containing the article, were false and misleading in that the said statements represented that the cans each contained 1 quart or 1 pint, as the case might be, of olive oil, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said cans contained 1 quart or 1 pint, as the case might be, of olive oil, whereas the cans contained less of the article than so represented. 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 December 28, 1927, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$100.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15704. Adulteration of butter. U. S. v. 10 Cubes, et al, of Butter. Consent decrees of condemnation and forfeiture. Product released under bond. (F. & D. Nos. 22690, 22714. I. S. Nos. 17488-x, 17492-x. S. Nos. 691, 701.)**

On or about March 12 and March 15, 1928, respectively, the United States attorney for the Western District of Washington, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying seizure and condemnation of 15 cubes of butter, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Junction City Creamery, Junction City, Ore., in part March 7, and in part March 9, 1928, and transported from the State of Oregon into the State of Washington, and charging adulteration in violation of the food and drugs act.

It was alleged in the libels that the article was adulterated in that a product containing less than 80 per cent of milk fat had been substituted for butter.

On March 19, 1928, the Junction City Creamery, Junction City, Ore., claimant, having appeared as claimant for the property 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 \$450, conditioned in part that it be reconditioned so as to conform with the Federal food and drugs act.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15705. Misbranding of cottonseed meal. U. S. v. 120 Bags of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 22322. I. S. No. 8607-x. S. No. 369.)**

On December 22, 1927, the United States attorney for the District of Maine, 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 120 bags of cottonseed meal, remaining in the original unbroken packages at Waterboro, Me., consigned about October 4, 1927, alleging that the article had been shipped by the Planters Oil Co., Albany, Ga., and transported from the State of Georgia into the State of Maine, and charging misbranding in violation of the food and drugs act.

It was alleged in the libel that the article was misbranded in that the statement, "Choice Prime Cottonseed Meal Guaranteed Analysis Min. Protein 41.12%," was false and misleading and deceived and misled purchasers.

On February 1, 1928, the Humphreys-Godwin Co., Memphis, Tenn., 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 \$500, conditioned in part that it be relabeled under the supervision of this department.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**15706. Misbranding of cottonseed meal and cake. U. S. v. John F. Smith, Nathan B. Higbie, and William B. Traynor (Brownwood Cotton Oil Mill). Pleas of guilty. Fine, \$600. (F. & D. No. 22532. I. S. Nos. 15103-x, 15104-x, 15138-x, 15139-x, 15141-x, 15188-x, 15231-x, 15232-x.)**

On February 20, 1928, the United States attorney for the Northern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against John F. Smith, Nathan B. Higbie, and William B. Traynor, trading as the Brownwood Cotton Oil Mill, Brownwood, Texas, alleging shipment by said defendants, in violation of the food and drugs act, in various consignments, between the dates of November 26, 1926, and December 15, 1926, from the State of Texas into the States of Montana, New Mexico, and Colorado, respectively, of quantities of cottonseed meal and cake, which were misbranded. The articles were labeled, variously: (Tags) "Prime Cotton Seed Cake and Meal \* \* \* \* \* Guaranteed Analysis Protein, not less than 43% \* \* \* \* \*," " \* \* \* \* \* 43% Protein Cottonseed Cake (or "Meal") Prime Quality Manufactured by Brownwood Cotton Oil Mill Brownwood, Texas Guaranteed Analysis: Protein not less than 43.00 per cent \* \* \* \* \*," " \* \* \* \* \* 43% Protein Cotton Seed Meal Prime Quality Manufactured by Coleman Cotton Oil Mill Coleman, Texas Guaranteed Analysis: Crude Protein not less than 43.00 Per cent \* \* \* \* \*"

It was alleged in the information that the articles were misbranded in that the statements, to wit, "Guaranteed Analysis Protein, not less than 43%," "43% Protein Cottonseed Cake," or "43% Protein Cottonseed Meal," "Guaranteed Analysis: Protein not less than 43.00 per cent," or "Guaranteed Analysis: Crude Protein not less than 43 per cent," as the case might be, borne on the tags attached to the sacks containing the articles, were false and misleading in that the said statements represented that the articles contained 43 per cent of protein, or 43 per cent of crude protein, and that portions of the said articles were 43 per cent protein cottonseed cake or meal, and for the further reason that they were labeled as foresaid so as to deceive and mislead the purchaser into the belief that they contained 43 per cent of protein, or 43 per cent of crude protein, and that the said portions were 43 per cent protein cottonseed cake or meal, whereas they contained less than 43 per cent of protein or crude protein, and said portions were not 43 per cent protein cottonseed cake or meal.

On April 23, 1928, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$600.

R. W. DUNLAP, *Acting Secretary of Agriculture.*