

unbroken packages at New York, N. Y., alleging that the article had been shipped by the Fisher Creamery Co., Fisher, Minn., on or about April 19, 1928, and transported from the State of Minnesota into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a substance deficient in butterfat had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength and had been substituted wholly or in part for the said article.

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

On May 4, 1928, the Fisher Creamery Co., Fisher, Minn., 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 \$400, conditioned in part that it be reworked and reprocessed so as to contain at least 80 per cent of butterfat.

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

15756. 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. 22786. I. S. No. 24507-x. S. No. 787.)

On April 27, 1928, 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 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 Twin Willows Creamery Co., Holloway, Minn., on or about April 19, 1928, and transported from the State of Minnesota into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that a substance deficient in butterfat had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength and had been substituted wholly or in part for the said article.

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

On May 4, 1928, the Twin Willows Creamery Co., Holloway, Minn., 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 \$400, conditioned in part that it be reworked and reprocessed so that it contain at least 80 per cent of butterfat.

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

15757. Misbranding of cottonseed meal. U. S. v. East St. Louis Cotton Oil Co. (Forrest City Cotton Oil Mill). Plea of guilty. Fine, \$100. (F. & D. No. 22529. I. S. Nos. 9361-x, 10219-x.)

On November 8, 1927, the United States attorney for the Eastern District of Arkansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the East St. Louis Cotton Oil Co., trading as the Forrest City Cotton Oil Mill, Forest City, Ark., alleging shipment by said company, in violation of the food and drugs act, on or about October 4, 1926, from the State of Arkansas into the State of Indiana, and on or about September 22, 1926, under the name of the Humphreys-Godwin Co., from the State of Arkansas into the State of Ohio, of quantities of cottonseed meal which was misbranded.

It was alleged in the information that the article was misbranded in that the statements, to wit, "Protein 43.00% * * * Crude Fiber 10.00%," with respect to a portion of the product, and "Guarantees this 'Lovit Brand' 43% Cottonseed Meal to contain not less than * * * 43.0 per cent of crude protein, not more than 10.0 per cent of crude fiber," with respect to the remainder thereof, borne on the tags, were false and misleading in that the said statements represented that the article contained not less than 43 per cent of protein, or crude protein, as the case might be, and not more than 10 per