

On November 15, 1928, the Creo-Lyptus Co. (Inc.), Kansas City, Mo., having appeared as claimant for the property 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 costs and the execution of a bond in the sum of \$4,000, conditioned in part that it be made to conform to and with the provisions of the Federal food and drugs act under the supervision of this department.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16124. Adulteration and misbranding of peaches. U. S. v. 396 Baskets, et al., of Peaches. Default decrees of condemnation, forfeiture, and destruction. (F. & D. Nos. 23029, 23072. I. S. Nos. 03456, 03457. S. Nos. 1034, 1048.)

On July 26 and July 31, 1928, respectively, the United States attorney for the District of Maryland, 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 591 baskets of peaches, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by C. L. Pennington, from Echeconnee, Ga., and transported from the State of Georgia into the State of Maryland, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Dixie Highway Brand Georgia Peaches Grown and Packed by C. L. Pennington, Macon, Ga." A portion of the article consisting of 387 baskets was further labeled "Elbertas AA U S 1 2 In. Minimum."

It was alleged in the libels that the article was adulterated in that it consisted in part of a filthy, decomposed, or putrid vegetable substance. Adulteration was alleged with respect to 387 baskets of the article for the further reason that a substance, peaches not of United States Grade No. 1, had been substituted wholly or in part for the article.

Misbranding was alleged with respect to the said 387 baskets of the article for the reason that it was offered for sale under the distinctive name of another article, namely, peaches United States Grade No. 1, and in that the statement, "U. S. Grade No. 1," borne on the label, was false and misleading and deceived and misled the purchaser.

On August 17 and September 8, 1928, respectively, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*

16125. Misbranding of cottonseed meal and cottonseed cake. U. S. v. Rule-Jayton Cotton Oil Co. Pleas of guilty. Fines, \$110. (F. & D. Nos. 22539, 22585. I. S. Nos. 8446-x, 12680-x, 12689-x, 15011-x, 15016-x, 15017-x, 15179-x, 15180-x, 23064-x, 23065-x, 23068-x.)

On May 10, 1928, and September 11, 1928, respectively, the United States attorney for the Northern District of Texas, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district two informations against the Rule-Jayton Cotton Oil Co., a Texas corporation, having its principal place of business at Stamford, Tex., alleging shipment by said company, in part under the name of the Stamford Cotton Oil Mill, in part under the name of the Jayton Cotton Oil Mill, and in part under the name of the Rule Cotton Oil Mill, in violation of the food and drugs act, in various consignments between the dates of July 31, 1926 and November 27, 1927, from the State of Texas into the States of Kansas, Wyoming, and Colorado, respectively, of quantities of cottonseed meal and cottonseed cake which were misbranded. The articles were labeled variously in part: "43% Protein Cottonseed Meal (or 'Cake') Prime Quality Manufactured by Stamford Cotton Oil Mill Stamford, Texas. Guaranteed Analysis: Crude Protein 43 per cent (or 'Guaranteed Analysis Crude Protein not less than 43.00 Per Cent);" "Equity Brand Cotton Seed Meal and Cake Guaranteed Analysis Protein, not less than 43%;" "Guaranteed Analysis Protein, not less than 43% * * * Choctaw Sales Company * * * Kansas City, Missouri;" "43% Protein Cottonseed Cake Prime Quality Manufactured by Jayton Cotton Oil Mill, Jayton, Texas, Guaranteed Analysis Crude Protein not less than 43.00 Per Cent;" "43 Per Cent Protein Cottonseed Cake (or 'Meal') Prime Quality Manufactured by Rule Cotton Oil Mill, Rule, Texas Guaranteed Analysis Crude Protein not less than 43.00 Per Cent."